

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 22<sup>nd</sup> day of February, 2016 at 10:00 a.m., in the County Courtroom of the Navarro Center, 800 North Main Street, Suite 102 in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, David Warren and James Olsen.

1. 10:02 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
Carried unanimously
2. Opening prayer by Commissioner Martin
3. Pledge of Allegiance
4. Public Comments-No comments

**Consent Items**

Motion to approve consent item 5 by Comm. Martin sec by Comm. Warren  
Carried unanimously

5. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 02/15/16) **TO WIT PG 2550-2566**

**Action Items**

6. No action taken on Burn Ban, remains off
7. Presentation from Ernest Galindo with TAC regarding TAC Risk Management Pool Risk Control Reimbursement Program
8. Motion to approve the Resolution approving Tax Abatement between Navarro County, Texas and Plasson USA by Comm. Grant sec by Comm. Martin  
Carried unanimously **TO WIT PG 2567-2583**
9. Motion to approve Commissioners Court of the City of Corsicana, Texas, approving the Applications submitted for Downtown Reinvestment Tax Credit, with Exhibit "A" by Comm. Olsen sec by Comm. Warren  
Carried unanimously **TO WIT PG 2584-2587**

10. Motion to approve Racial Profiling Report for 2015, Constable Pct. 1 by Comm. Grant sec by Comm. Martin  
Carried unanimously **TO WIT PG 2588**
11. Motion to approve the Sheriff's racial Profiling Report for 2015 Constable Pct.2 By Mike Davis by Comm. Martin sec by Comm. Grant  
Carried unanimously **TO WIT PG 2589**
12. Motion to approve Racial Profiling Report for 2015, Constable Pct. 3 by Comm. Warren sec by Comm. Olsen  
Carried unanimously **TO WIT PG 2590**
13. Motion to approve a Racial Profiling Report for 2015, Pct. 4 given by Mike Davis, by Comm. Olsen sec by Comm. Warren  
Carried unanimously **TO WIT PG 2591**
14. Motion to approve Local Transportation Project Advance Funding Agreement SE CR 0120, Pct. 2 by Comm. Martin sec by Comm. Olsen  
Carried unanimously
15. Motion to approve authorizing the County Auditor to pay \$5,100 to TX Dot for Bridge on SE CR 0120 by Comm. Martin sec by Comm. Warren  
Carried unanimously **TO WIT PG 2592-2610**
16. Motion to approve the funding Agreement with THC for changes in Fire Suppression System requirements by the City of Corsicana and unforeseen structural repairs by Judge Davenport sec by Comm. Grant  
Carried unanimously **TO WIT PG 2611-2612**
17. Motion to approve Renewal Agreement for Information Technology Products and Services with Xerox/ACS, County Clerk by Comm. Olsen sec by Comm. Warren  
Carried unanimously **TO WIT PG 2613-2625**
18. Motion to approve amending Access Point Agreement termination date effective 4/30/16 by Comm. Martin sec by Comm. Grant  
Carried unanimously
19. Motion to approve West Publishing Corporation (Thomason Reuters) Order Form for Texoma HIDTA by Comm. Grant sec by Comm. Martin  
Carried unanimously **TO WIT PG 2626-2628**
20. Motion to approve County Auditor's November 2015 monthly financial report pursuant to LGC Sec 114.024 by Comm. Olsen sec by Comm. Warren  
Carried unanimously **TO WIT PG 2629-2632**

21. Motion to approve Expenditure of Allowance Funds for Change Order Proposal #61 and #62 from Phoenix I by Comm. Martin sec by Comm. Grant  
Carried unanimously TO WIT PG 2633-2638
22. Motion to approve Change Order Proposal for rail around jury box from Phoenix I by Comm. Grant sec by Comm. Martin TO WIT PG2639-2640  
Carried unanimously

Item #24 taken up at this time

23. Motion to approve Change Order Proposal for basement floor plan from Phoenix I by Comm. Grant sec by Comm. Martin  
Carried unanimously
24. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren  
Carried unanimously

Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren  
Carried unanimously

25. Motion to authorize Judge to sign agreement approving paying former employee by Comm. Martin sec by Comm. Olsen taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel
26. Motion to go into Executive Session Pursuant to the Texas Government Code 551.071 to discuss Pending/Anticipated Litigation by Comm. Olsen sec by Comm. Warren  
Carried unanimously

Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren  
Carried unanimously

27. No action taken on Executive Session Pursuant to the Texas Government Code 551.071 to discuss Pending/Anticipated Litigation

28. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.071 (2) to confer regarding matters which are privileged pursuant to the attorney client privilege by Comm. Olsen sec by Comm. Warren

Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren  
Carried unanimously

29. No action taken in Executive Session Pursuant to the Texas Government Code Section 551.071(2) to confer regarding matters which are privileged pursuant to the attorney client privilege

Item #23 taken up at this time

30. 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 22<sup>nd</sup>, 2016.

Signed 22<sup>nd</sup> day of February, 2016

  
Sherry Dowd, County Clerk



## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ABC FERTILIZER & SUPPLY	2016 101-566-424	WEIGHTS	WEIGHING	24707	02/09/2016	02/22/2016		63.00
ACCESS POINT, INC.	2016 101-560-435	TELEPHONE - CRIM	312177 02/07/16 - 0	4038630	02/17/2016	02/22/2016		58.95
ACCESS POINT, INC.	2016 101-410-435	TELEPHONE	312177 02/07/16 - 0	4038630	02/17/2016	02/22/2016		4,412.69
AMERICAN TIRE DISTRIBUT	2016 101-560-445	REPAIRS & MAINT	UNIT 2945 - LT265/7	5070762893	02/17/2016	02/22/2016	300892	306.62
AMERICAN TIRE DISTRIBUT	2016 101-560-445	REPAIRS & MAINT	UNIT 2474 - P265/60	5070647414	02/17/2016	02/22/2016	300870	469.44
ANGUS VOLUNTEER FIRE DE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256004189 01/03/	02/10/16	02/18/2016	02/22/2016		71.34
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256008137 01/03/	02/10/16	02/18/2016	02/22/2016		22.20
AT&TSERVICES INC.	2016 101-568-455	MAINT CONTRACT -	287256008226 01/03/	02/10/16	02/18/2016	02/22/2016		31.93
AT&TSERVICES INC.	2016 101-512-451	MAINT CONTRACT -	287256003555 01/03/	02/10/16	02/18/2016	02/22/2016		140.46
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256003327 01/03/	02/10/16	02/18/2016	02/22/2016		129.36
AT&TSERVICES INC.	2016 101-568-455	MAINT CONTRACT -	287256004254 01/03/	02/10/16	02/18/2016	02/22/2016		37.99
AT&TSERVICES INC.	2016 101-560-451	MAINT CONTRACT -	287256004254 01/03/	02/10/16	02/18/2016	02/22/2016		38.93
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038723189 02/09/16	02/09/16	02/19/2016	02/22/2016		129.28
AT&TSERVICES INC.	2016 101-410-435	TELEPHONE	9038723030 02/09/16	02/09/16	02/19/2016	02/22/2016		677.30
ATMOS ENERGY	2016 101-410-430	UTILITIES	14Y411753 01/09/16	4010155456 -	02/11/2016	02/22/2016		169.33
ATMOS ENERGY	2016 101-410-430	UTILITIES	000192298 01/09/16	4009459327 -	02/11/2016	02/22/2016		100.27
ATMOS ENERGY	2016 101-410-430	UTILITIES	005101936 01/09/16	3033118034 -	02/11/2016	02/22/2016		69.37
ATMOS ENERGY	2016 101-512-435	UTILITIES	006022505 01/09/16	3043865324 -	02/11/2016	02/22/2016		1,669.74
ATMOS ENERGY	2016 101-410-430	UTILITIES	008858895 01/22/16	4015162797 -	02/11/2016	02/22/2016		119.47
BARRY FIRE DEPT	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
BEAR GRAPHICS INC	2016 101-560-310	OFFICE SUPPLIES	RECORD OF BAIL BOOK	0736033	02/17/2016	02/22/2016	300702	284.00
BEAR GRAPHICS INC	2016 101-560-310	OFFICE SUPPLIES	SHIPPING	0736033	02/17/2016	02/22/2016	300702	19.50
BLACKFORD PRINTING CO.	2016 101-495-310	OFFICE SUPPLIES	BUSINESS CARDS - WE	33765	02/17/2016	02/22/2016	300786	77.00
BLACKFORD PRINTING CO.	2016 101-495-310	OFFICE SUPPLIES	BUSINESS CARDS - HI	33765	02/17/2016	02/22/2016	300786	77.00
BLACKFORD PRINTING CO.	2016 101-495-310	OFFICE SUPPLIES	BUSINESS CARDS - WA	33765	02/17/2016	02/22/2016	300786	77.00
BLACKFORD PRINTING CO.	2016 101-430-310	OFFICE SUPPLIES	ENVELOPES	33734	02/18/2016	02/22/2016	300731	167.00
BLOOMING GROVE FIRE DEP	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
CENTURYLINK	2016 101-410-435	TELEPHONE	36552458 01/12/16 -	1366435861	02/19/2016	02/22/2016		1.53
CENTURYLINK	2016 101-410-435	TELEPHONE	36553093 01/12/16 -	1366435951	02/19/2016	02/22/2016		49.87
CHATFIELD VOLUNTEER FIR	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		1,000.00
CITY ELECTRIC	2016 101-410-445	REPAIRS & MAINT	REPLACED BALLAST	25811	02/17/2016	02/22/2016	300941	606.50
CITY ELECTRIC	2016 101-512-445	REPAIRS & MAINT	INSTALLED & REWIRED	25806	02/17/2016	02/22/2016	300934	165.00
COKER, JACKY	2016 101-402-423	SANITARY SERVICE	MOWING PARKS & CLEA	02/16/16	02/17/2016	02/22/2016		1,472.00
CONSTELLATION NEWENERGY	2016 101-411-430	UTILITIES	10443720004916981	0030418207-0	02/09/2016	02/22/2016		37.09
CORBET-OAK VALLEY VOL F	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
CORSICANA DAILY SUN INC	2016 101-401-419	DUES & SUBSCRIPT	93 03/18/16 - 09/19	02/08/16	02/17/2016	02/22/2016		59.99
COUNTY INFORMATION RESO	2016 101-406-416	INTERNET & E-MAI	WEBSITE HOSTING 01/	SOP005074	02/18/2016	02/22/2016		550.00
DAMARA WATKINS	2016 101-435-411	COURT APPOINTED	BROWN, JARVIS	36468	02/18/2016	02/22/2016		400.00
DAWSON VOLUNTEER FIRE D	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		5.18
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		8.26
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		50.82
DOCUMENT SOLUTIONS	2016 101-403-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		9.30
DOCUMENT SOLUTIONS	2016 101-456-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		14.82
DOCUMENT SOLUTIONS	2016 101-457-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		5.52
DOCUMENT SOLUTIONS	2016 101-458-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		21.60
DOCUMENT SOLUTIONS	2016 101-459-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		14.64
DOCUMENT SOLUTIONS	2016 101-459-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		94.54
DOCUMENT SOLUTIONS	2016 101-495-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		17.76
DOCUMENT SOLUTIONS	2016 101-495-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		10.12
DOCUMENT SOLUTIONS	2016 101-497-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		34.20
DOCUMENT SOLUTIONS	2016 101-497-310	OFFICE SUPPLIES	01/01/16 - 01/31/16	20910	02/17/2016	02/22/2016		31.66
EARTH NETWORKS INC	2016 101-568-446	REPAIRS & MAINT	TW RAIN GAUGE	WBB0029680	02/17/2016	02/22/2016	300839	195.00
EFILLIATE	2016 101-512-310	OFFICE SUPPLIES	CABLE LABELS	P07890590101	02/17/2016	02/22/2016	300884	22.98

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
EFILLIATE	2016 101-512-310	OFFICE SUPPLIES	MOUSE PAD - GREY	P07890590101	02/17/2016	02/22/2016	300884	16.20
EFILLIATE	2016 101-512-310	OFFICE SUPPLIES	MOUSE PAD RUBBER -	P07890590101	02/17/2016	02/22/2016	300884	18.00
EFILLIATE	2016 101-512-310	OFFICE SUPPLIES	8" BLUE 25 PACK	P07890590101	02/17/2016	02/22/2016	300884	9.99
EFILLIATE	2016 101-512-310	OFFICE SUPPLIES	8" BLACK 25 PACK	P07890590101	02/17/2016	02/22/2016	300884	19.98
EFILLIATE	2016 101-512-310	OFFICE SUPPLIES	CLOCK	P07890590101	02/17/2016	02/22/2016	300884	36.95
EFILLIATE	2016 101-512-310	OFFICE SUPPLIES	SHIPPING	P07890590101	02/17/2016	02/22/2016	300884	15.53
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	BALLOTS 03/01/16 PR	950966	02/11/2016	02/22/2016		285.37
ELECTION SYSTEMS & SOFT	2016 101-409-425	ELECTIONS	BALLOTS 03/01/16 PR	950967	02/11/2016	02/22/2016		285.37
EMBASSY SUITES SAN MARC	2016 101-430-428	TRAVEL/CONFERENC	COLLEGE OF PROBATE	PUTMAN, AMAN	02/18/2016	02/22/2016		273.70
EMERGENCY SERVICE DISTR	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
EMHOUSE VOLUNTEER FIRE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
EUREKA VOLUNTEER FIRE D	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
FEDEX - TXMAS	2016 101-406-311	POSTAGE	2934-0047-4	5-317-04530	02/17/2016	02/22/2016		34.40
FEDEX - TXMAS	2016 101-406-311	POSTAGE	2934-0047-4	5-317-04529	02/17/2016	02/22/2016		29.06
FIVE STAR SERVICES INC	2016 101-512-380	GROCERIES	01/21/16 - 01/27/16	24244	02/09/2016	02/22/2016		3,401.24
FIVE STAR SERVICES INC	2016 101-512-380	GROCERIES	01/28/16 - 02/03/16	24305	02/18/2016	02/22/2016		3,550.37
FIVE STAR SERVICES INC	2016 101-512-380	GROCERIES	02/04/16 - 02/10/16	24320	02/18/2016	02/22/2016		3,526.09
FROST VOLUNTEER FIRE DE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
GALLS, LLC	2016 101-560-426	UNIFORMS	UNIFORM PANTS - YOR	004843639	02/17/2016	02/22/2016	300815	61.98
GALLS, LLC	2016 101-560-426	UNIFORMS	POLO SHIRT - TANNER	004359228	02/18/2016	02/22/2016	300365	32.99
GILFILLAN HARDWARE	2016 101-512-445	REPAIRS & MAINT	SPRAY PAINT, WELD R	49222/1	02/17/2016	02/22/2016		36.33
GLENDALE PARADE STORE	2016 101-560-426	UNIFORMS	SLIP-ON MILITARY GL	93002	02/17/2016	02/22/2016	300619	19.50
GLENDALE PARADE STORE	2016 101-560-426	UNIFORMS	SLIP-ON MILITARY GL	93002	02/17/2016	02/22/2016	300619	58.50
GLENDALE PARADE STORE	2016 101-560-426	UNIFORMS	SLIP-ON MILITARY GL	93002	02/17/2016	02/22/2016	300619	19.50
GLENDALE PARADE STORE	2016 101-560-426	UNIFORMS	EPAULET CORD HOOK &	93002	02/17/2016	02/22/2016	300619	191.25
GLENDALE PARADE STORE	2016 101-560-426	UNIFORMS	BIB SCARVES	93002	02/17/2016	02/22/2016	300619	130.00
GLENDALE PARADE STORE	2016 101-560-426	UNIFORMS	SHIPPING	93002	02/17/2016	02/22/2016	300619	28.00
GLENDALE PARADE STORE	2016 101-560-426	UNIFORMS	CREDIT	93002	02/17/2016	02/22/2016	300619	45.80
GRIFFIN ROUGHTON FUNERA	2016 101-406-487	AUTOPSY	WEEKS, BRANDY	01/01/16	02/18/2016	02/22/2016		150.00
GRIFFIN ROUGHTON FUNERA	2016 101-406-487	AUTOPSY	JENKINS, MARY ALICE	01/04/16	02/18/2016	02/22/2016		150.00
GRIFFIN ROUGHTON FUNERA	2016 101-406-487	AUTOPSY	HUMPHRIES, GARY LYN	01/15/16	02/18/2016	02/22/2016		150.00
GRIFFIN ROUGHTON FUNERA	2016 101-406-487	AUTOPSY	REGER, BILLY	12/09/15	02/18/2016	02/22/2016		930.00
HOWARD'S FIRE EXTINGUIS	2016 101-512-445	REPAIRS & MAINT	ANNUAL MAINTENANCE	059538	02/17/2016	02/22/2016	300831	1,542.35
ICS	2016 101-512-352	INMATE CLOTHING	WHITE T-SHIRTS - L	133459-01	02/17/2016	02/22/2016	300756	179.10
ICS	2016 101-512-352	INMATE CLOTHING	WHITE T-SHIRTS - L	133459	02/17/2016	02/22/2016	300756	19.90
ICS	2016 101-512-352	INMATE CLOTHING	WHITE T-SHIRTS - 4X	133459	02/17/2016	02/22/2016	300756	384.00
ICS	2016 101-512-352	INMATE CLOTHING	WHITE T-SHIRTS - 3X	133459	02/17/2016	02/22/2016	300756	180.00
ICS	2016 101-512-352	INMATE CLOTHING	WHITE T-SHIRTS - 2X	133459	02/17/2016	02/22/2016	300756	225.00
ICS	2016 101-512-352	INMATE CLOTHING	WHITE T-SHIRTS - XL	133459	02/17/2016	02/22/2016	300756	99.50
ICS	2016 101-512-352	INMATE CLOTHING	WHITE T-SHIRTS - M	133459	02/17/2016	02/22/2016	300756	159.20
ICS	2016 101-512-350	INMATE SUPPLIES	GEL TOOTHPASTE	134136	02/18/2016	02/22/2016	300961	91.10
ICS	2016 101-512-350	INMATE SUPPLIES	SHORT HANDLED TOOTH	134136	02/18/2016	02/22/2016	300961	97.80
ICS	2016 101-512-350	INMATE SUPPLIES	UNWRAPPED SOAP	134136	02/18/2016	02/22/2016	300961	167.52
ICS	2016 101-512-350	INMATE SUPPLIES	CLEAR SECURITY RAZO	134136	02/18/2016	02/22/2016	300961	204.00
IDEAL SELF STORAGE	2016 101-410-446	COURTHOUSE RESTO	UNIT 103, 104, 105,	02/02/16	02/09/2016	02/22/2016		1,685.00
JACKIE FREELAND	2016 101-458-428	TRAVEL/CONFERENC	2016 20 HOUR JP SCH	REIMB - 02/1	02/19/2016	02/22/2016		224.17
JACOBSON LAW FIRM PC	2016 101-406-410	PROFESSIONAL SER	798-70000	47263	02/18/2016	02/22/2016		5,371.36
JACOBSON LAW FIRM PC	2016 101-406-410	PROFESSIONAL SER	368-47000	47242	02/18/2016	02/22/2016		2,007.07
JACOBSON LAW FIRM PC	2016 101-406-410	PROFESSIONAL SER	800-30000	47264	02/18/2016	02/22/2016		3,926.46
JOE H LOVING, JR	2016 101-425-413	VISITING JUDGES	2014-041	01/27/16	02/19/2016	02/22/2016		716.69
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2071 - OIL CHA	60970	02/09/2016	02/22/2016		65.70
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	GOOSENECK TRAILER -	61013	02/09/2016	02/22/2016		7.00
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2474 - OIL CHA	61095	02/09/2016	02/22/2016		96.95
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2676 - OIL CHA	61063	02/11/2016	02/22/2016		43.44
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2582 - OIL CHA	61208	02/11/2016	02/22/2016		91.69

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2473 - ALIGNME	61216	02/17/2016	02/22/2016		65.95
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2316 - REPLACE	61139	02/17/2016	02/22/2016	300931	358.10
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2945 - REPLACE	61130	02/17/2016	02/22/2016	300922	245.88
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2474 - REPLACE	61114	02/17/2016	02/22/2016	300911	438.28
K & S TIRE, TOWING & RE	2016 101-560-445	REPAIRS & MAINT	UNIT 2071 - 2 TIRES	61040	02/17/2016	02/22/2016	300859	370.00
KAREN WILLIAMS	2016 101-475-428	TRAVEL/CONFERENC	CRIMINAL JUSTICE GR	REIMB - 02/0	02/18/2016	02/22/2016		76.25
KEATHLEY & KEATHLEY	2016 101-435-411	COURT APPOINTED	HUGHES, ASHTON	NOT INDICTED	02/11/2016	02/22/2016		400.00
KELLY R MYERS, ATTORNEY	2016 101-425-411	COURT APPOINTED	HERNANDEZ, JHONATHA	70643	02/17/2016	02/22/2016		100.00
KERENS FIRE DEPT	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		1,000.00
LAW OFFICE OF PAUL E. F	2016 101-425-411	COURT APPOINTED	JONES, LUCILLE	72694	02/18/2016	02/22/2016		200.00
LESLIE KIRK CSR	2016 101-475-410	PROFESSIONAL SER	FESTIVAL OF LIGHTS	73	02/11/2016	02/22/2016		500.00
LEXIS NEXIS - CAROL STR	2016 101-475-419	DUES & SUBSCRIPT	1000RVZSP 01/01/16	3090429110	02/09/2016	02/22/2016		238.14
LEXIS NEXIS - CAROL STR	2016 101-475-419	DUES & SUBSCRIPT	148G5F 01/01/16 - 0	1601376448	02/17/2016	02/22/2016		573.00
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	12/01/15 - 12/31/15	JP PCT 1 - D	02/18/2016	02/22/2016		490.59
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	12/01/15 - 12/31/15	JP PCT 2 - D	02/18/2016	02/22/2016		982.88
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	12/01/15 - 12/31/15	JP PCT 3 - D	02/18/2016	02/22/2016		844.26
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	12/01/15 - 12/31/15	JP PCT 4 - D	02/18/2016	02/22/2016		686.38
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	01/01/16 - 01/31/16	JP PCT 1 - J	02/18/2016	02/22/2016		826.58
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	01/01/16 - 01/31/16	JP PCT 2 - J	02/18/2016	02/22/2016		1,164.05
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	01/01/16 - 01/31/16	JP PCT 3 - J	02/18/2016	02/22/2016		1,624.35
LINEBARGER GOGGAN BLAIR	2016 101-202-004	AP - LINEBARGER	01/01/16 - 01/31/16	JP PCT 4 - J	02/18/2016	02/22/2016		963.45
LINEBARGER GOGGAN BLAIR	2016 101-499-435	TELEPHONE	T1 LINE - MAR	385-16-0209	02/18/2016	02/22/2016		572.33
LISA A EASLEY	2016 101-430-412	TRANSCRIPTS	36303	0020	02/09/2016	02/22/2016		140.00
LISA A EASLEY	2016 101-475-410	PROFESSIONAL SER	36303	0021	02/09/2016	02/22/2016		46.76
LISA A EASLEY	2016 101-475-410	PROFESSIONAL SER	36164	0022	02/09/2016	02/22/2016		51.60
LISA A EASLEY	2016 101-430-412	TRANSCRIPTS	36164	0023	02/11/2016	02/22/2016		145.00
LONGHORN INDUSTRIAL SUP	2016 101-560-445	REPAIRS & MAINT	SILICONE GASKET SEA	83132	02/17/2016	02/22/2016	300663	90.32
LONGHORN INDUSTRIAL SUP	2016 101-560-445	REPAIRS & MAINT	SHIPPING	83132	02/17/2016	02/22/2016	300663	16.89
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	MARKING SPRAY, WHEE	5903672	02/09/2016	02/22/2016		12.01
MCCOY'S BUILDING SUPPLY	2016 101-512-385	COUNTY FARM	PINCH POINT BAR	5903677	02/09/2016	02/22/2016		27.29
MILDRED VOLUNTEER FIRE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
MUSTANG VOLUNTEER FIRE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
NAVARRO COUNTY HEALTH U	2016 101-406-489	HEALTH DEPARTMEN	FEB 2016	02/01/16	02/09/2016	02/22/2016		4,000.00
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-4	02/09/16	02/11/2016	02/22/2016		20.00
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-11	02/09/16	02/11/2016	02/22/2016		20.00
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-4	02/05/16	02/11/2016	02/22/2016		20.00
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-11	02/05/16	02/11/2016	02/22/2016		20.00
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-4	02/12/16	02/18/2016	02/22/2016		10.00
NAVARRO COUNTY TRUST FU	2016 101-340-040	COUNTY CLERK FEE	TRUST 3-11	02/12/16	02/18/2016	02/22/2016		10.00
NAVARRO MILLS VOLUNTEER	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
NAVARRO PIPE AND STEEL	2016 101-560-429	TRAINING - FIRIN	METAL FOR RANGE TAR	858459	02/17/2016	02/22/2016	300980	40.94
NAVARRO VOLUNTEER FIRE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		400.00
NAVCO LOCKSMITHS	2016 101-560-445	REPAIRS & MAINT	KEYS	R021701	02/18/2016	02/22/2016		7.86
NEAL GREEN	2016 101-435-411	COURT APPOINTED	CRAWFORD, RYAN	36032	02/11/2016	02/22/2016		850.00
NEAL GREEN	2016 101-435-411	COURT APPOINTED	GAYTON, ELIZABETH	36126	02/11/2016	02/22/2016		437.50
NEAL GREEN	2016 101-430-411	COURT APPOINTED	MCELWREATH, ANDREW	35743	02/11/2016	02/22/2016		412.50
NEAL GREEN	2016 101-435-411	COURT APPOINTED	THREET, SAGE	35434	02/11/2016	02/22/2016		1,237.50
NEAL GREEN	2016 101-435-411	COURT APPOINTED	THREET, SAGE	35434(2)	02/11/2016	02/22/2016		815.00
NEAL GREEN	2016 101-430-485	OTHER LITIGATION	THREET, SAGE	36329	02/11/2016	02/22/2016		2.00
NEAL GREEN	2016 101-430-411	COURT APPOINTED	THREET, SAGE	36329	02/11/2016	02/22/2016		962.50
NEAL GREEN	2016 101-430-485	OTHER LITIGATION	LOCKHART, ALBERT	36287	02/11/2016	02/22/2016		2.00
NEAL GREEN	2016 101-430-411	COURT APPOINTED	LOCKHART, ALBERT	36287	02/11/2016	02/22/2016		762.50
NEAL GREEN	2016 101-435-411	COURT APPOINTED	CRAWFORD, RYAN	36392	02/11/2016	02/22/2016		587.50
NEAL GREEN	2016 101-425-411	COURT APPOINTED	CRAWFORD, RYAN	72274	02/11/2016	02/22/2016		200.00
NEAL GREEN	2016 101-425-411	COURT APPOINTED	CRAWFORD, RYAN	71607	02/11/2016	02/22/2016		50.00

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
NEAL GREEN	2016 101-425-411	COURT APPOINTED	CRAWFORD, RYAN	71546	02/11/2016	02/22/2016		50.00
NEAL GREEN	2016 101-425-411	COURT APPOINTED	CRAWFORD, RYAN	71545	02/11/2016	02/22/2016		50.00
NEAL GREEN	2016 101-425-411	COURT APPOINTED	CRAWFORD, RYAN	71512	02/11/2016	02/22/2016		100.00
NEAL GREEN	2016 101-425-411	COURT APPOINTED	ARREOLA-MORA, ANIAN	71690	02/11/2016	02/22/2016		200.00
NEAL GREEN	2016 101-425-411	COURT APPOINTED	ARREOLA-MORA, ANIAN	70668	02/11/2016	02/22/2016		100.00
NEAL GREEN	2016 101-435-485	OTHER LITIGATION	THREET, SAGE	35434(2)	02/11/2016	02/22/2016		3.13
O'CONNOR'S LITIGATION S	2016 101-430-419	DUES & PUBLICATI	TX RULES CIVIL TRIA	100445503	02/11/2016	02/22/2016		98.40
O'CONNOR'S LITIGATION S	2016 101-435-419	DUES & PUBLICATI	TX RULES CIVIL TRIA	100442174	02/11/2016	02/22/2016		225.00
O'CONNOR'S LITIGATION S	2016 101-459-419	DUES & SUBSCRIPT	TX RULES CIVIL TRIA	100445596	02/11/2016	02/22/2016		10.00
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	820409761001	02/17/2016	02/22/2016	300847	339.90
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	TONERS	820518470001	02/17/2016	02/22/2016	300872	353.55
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	TAPE, BINDER CLIPS,	819682906001	02/17/2016	02/22/2016	300846	71.73
OFFICE DEPOT INC-TXMAS	2016 101-560-310	OFFICE SUPPLIES	SHARPIES, FOLDERS,	819508416001	02/17/2016	02/22/2016	300826	46.89
OFFICE DEPOT INC-TXMAS	2016 101-560-310	OFFICE SUPPLIES	TONERS	820272931001	02/17/2016	02/22/2016	300848	325.16
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	820877887001	02/17/2016	02/22/2016	300874	112.47
OFFICE DEPOT INC-TXMAS	2016 101-401-310	OFFICE SUPPLIES	BINDER	817921553002	02/17/2016	02/22/2016	300765	8.11
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	DVD-R	819295491001	02/17/2016	02/22/2016	300817	102.56
OFFICE DEPOT INC-TXMAS	2016 101-425-310	OFFICE SUPPLIES	COFFEE, PENS, FOLDE	820841277001	02/17/2016	02/22/2016	300873	132.63
OFFICE DEPOT INC-TXMAS	2016 101-457-310	OFFICE SUPPLIES	TAPE, POST-IT FLAGS	820463826001	02/17/2016	02/22/2016	300871	42.62
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	821900107001	02/17/2016	02/22/2016	300913	37.49
OFFICE DEPOT INC-TXMAS	2016 101-401-310	OFFICE SUPPLIES	INK, BATTERIES, POS	821898075001	02/17/2016	02/22/2016	300914	236.45
OFFICE DEPOT INC-TXMAS	2016 101-430-310	OFFICE SUPPLIES	DAILY PLANNER	822264377001	02/18/2016	02/22/2016	300925	14.15
OFFICE DEPOT INC-TXMAS	2016 101-430-310	OFFICE SUPPLIES	CORRECTION TAPE	822264376001	02/18/2016	02/22/2016	300925	23.25
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	ENVELOPES	822409194001	02/18/2016	02/22/2016	300926	229.74
OFFICE DEPOT INC-TXMAS	2016 101-475-310	OFFICE SUPPLIES	POST-IT NOTES, HIGH	822408850001	02/18/2016	02/22/2016	300926	209.65
OFFICE DEPOT INC-TXMAS	2016 101-406-312	COPY & POSTAGE S	COPY PAPER	821899995001	02/18/2016	02/22/2016	300915	101.97
OFFICE DEPOT INC-TXMAS	2016 101-499-310	OFFICE SUPPLIES	BANKER BOXES, PENS,	822389961001	02/18/2016	02/22/2016	300924	222.36
OFFICE DEPOT INC-TXMAS	2016 101-440-310	OFFICE SUPPLIES	BINDER	774987010001	02/18/2016	02/22/2016	254329	7.29
ORKIN PEST CONTROL	2016 101-568-446	REPAIRS & MAINT	01-0009418 - 223 W	ANNUAL - 201	02/18/2016	02/22/2016		155.06
OZARKA	2016 101-411-458	MAINT CONTRACT	- 01/07/16 - 02/06/16	068012244726	02/17/2016	02/22/2016		61.98
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	SHIPPING	S94329820103	02/17/2016	02/22/2016	300852	3.21
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	SD CARD 4G	S94329820103	02/17/2016	02/22/2016	300852	245.00
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	SHIPPING	S94329820102	02/17/2016	02/22/2016	300852	4.79
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	USB DRIVE 4G	S94329820102	02/17/2016	02/22/2016	300852	193.55
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	SD CARD 8G	S94329820102	02/17/2016	02/22/2016	300852	168.75
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	WESTERN DIGITAL DRI	S94364170101	02/17/2016	02/22/2016	300868	173.98
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	MICROSOFT CAMERA	S94364170101	02/17/2016	02/22/2016	300868	124.00
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	USB 3.0 CABLE	S94364170101	02/17/2016	02/22/2016	300868	19.98
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	SHIPPING	S94364170101	02/17/2016	02/22/2016	300868	8.00
PCMG, INC.	2016 101-560-340	INVESTIGATIVE /	USB DRIVE 4G	S94329820102	02/17/2016	02/22/2016	300852	3.95
PHILIP R TAFT PSY	2016 101-560-494	EMPLOYEE PHYSICA	BEARD, CHARLESTON	128	02/18/2016	02/22/2016		175.00
PHILIP R TAFT PSY	2016 101-560-494	EMPLOYEE PHYSICA	JORDAN, CLITIS	124	02/18/2016	02/22/2016		175.00
PHILIP R TAFT PSY	2016 101-560-494	EMPLOYEE PHYSICA	QUALLS, JOSHUA	125	02/18/2016	02/22/2016		175.00
PHILIP R TAFT PSY	2016 101-560-494	EMPLOYEE PHYSICA	CHISM, LAZELLE	129	02/18/2016	02/22/2016		175.00
PITNEY BOWES INC	2016 101-406-312	COPY & POSTAGE S	TAPE	305684	02/18/2016	02/22/2016		131.98
PITNEY BOWES INC	2016 101-406-313	POSTAGE MAINTENA	01/30/16 - 02/28/16	9607698-FB16	02/18/2016	02/22/2016		230.00
PURDON VOLUNTEER FIRE D	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
PURSLEY VOLUNTEER FIRE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
RETREAT VOLUNTEER FIRE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
RICE VOLUNTEER FIRE DEP	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
RICHLAND VOLUNTEER FIRE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00
ROBLES LAW FIRM	2016 101-435-411	COURT APPOINTED	ROSS, JONATHAN	36566	02/18/2016	02/22/2016		400.00
SANTA FE DISTRIBUTING I	2016 101-560-446	REPAIRS & MAINT	SHIPPING	00246638A	02/18/2016	02/22/2016	300840	13.93
SANTA FE DISTRIBUTING I	2016 101-560-446	REPAIRS & MAINT	LARSEN 2.4G ANTENNA	00246638A	02/18/2016	02/22/2016	300840	39.82
SATELLITE PHONES DIRECT	2016 101-568-446	REPAIRS & MAINT	FEB 2016	10401	02/11/2016	02/22/2016		48.84



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SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	02/03/16	02/19/2016	02/22/2016		19.00
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	GAS	01/20/16	02/19/2016	02/22/2016		33.16
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	GAS	02/02/16	02/19/2016	02/22/2016		22.82
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	GAS	02/03/16	02/19/2016	02/22/2016		20.00
SHERIFF, PETTY CASH	2016 101-560-370	GAS & OIL	TRANSPORT - GAS	02/02/16	02/19/2016	02/22/2016		10.00
SILVER CITY VOLUNTEER F	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		600.00
SOUTHERN HEALTH PARTNER	2016 101-512-460	INMATE MEDICAL -	MAR 2016	BASE26108	02/11/2016	02/22/2016		24,864.84
SOUTHERN OAKS VOLUNTEER	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		400.00
SOUTHWEST FILING & STOR	2016 101-403-310	OFFICE SUPPLIES	CRIMINAL CASE BINDE	14888	02/18/2016	02/22/2016		2,572.48
SUSAN A WALDRIP COURT R	2016 101-435-412	TRANSCRIPTS	35046, 36308	10215	02/11/2016	02/22/2016		590.00
SUSAN A WALDRIP COURT R	2016 101-425-412	COURT REPORTER	72212, 72159	10228	02/18/2016	02/22/2016		295.00
TEEX PUBLIC SAFETY & SE	2016 101-512-428	SCHOOLS & TRAINI	SUICIDE DETECTION C	JH7222204	02/18/2016	02/22/2016	300854	3,740.00
TEXAS COLLEGE OF PROBAT	2016 101-430-428	TRAVEL/CONFERENC	COLLEGE OF PROBATE	PUTMAN, AMAN	02/18/2016	02/22/2016		375.00
TEXAS DEPT OF LICENSING	2016 101-512-452	MAINT CONTRACT -	JAIL ELEVATOR - FIL	02/18/16	02/18/2016	02/22/2016	301021	20.00
TEXAS DEPT OF STATE HEA	2016 101-403-410	PROFESSIONAL SER	REMOTE BIRTH ACCESS	32577	02/11/2016	02/22/2016		91.50
TEXAS JAIL ASSN	2016 101-560-419	DUES & SUBSCRIPT	TJA ANNUAL DUES	TANNER, ELME	02/11/2016	02/22/2016		30.00
TEXAS JUSTICE COURT TRA	2016 101-459-428	TRAVEL/CONFERENC	2016 20 HOUR JP SCH	HICKMAN, CON	02/18/2016	02/22/2016		150.00
TEXAS JUSTICE COURT TRA	2016 101-459-428	TRAVEL/CONFERENC	COURT PERSONNEL SEM	JORDAN, GRET	02/18/2016	02/22/2016		150.00
TEXAS JUSTICE COURT TRA	2016 101-459-428	TRAVEL/CONFERENC	COURT PERSONNEL SEM	ROSE, ROSHAE	02/18/2016	02/22/2016		150.00
THEDFORD OFFICE SUPPLY	2016 101-407-320	OPERATING EQUIPM	FLUKE LINKRUNNER LR	27718	02/17/2016	02/22/2016	300968	2,099.00
TIM'S TIRES & WHEELS	2016 101-560-445	REPAIRS & MAINT	UNIT 2945 - FLAT	058954	02/09/2016	02/22/2016		8.00
TROPHIES UNLIMITED	2016 101-560-426	UNIFORMS	NAME TAGS - EARLES,	12863	02/09/2016	02/22/2016		21.00
TROPHIES UNLIMITED	2016 101-560-426	UNIFORMS	NAME TAG - HENKEL	12886	02/11/2016	02/22/2016		7.00
TYLER TECHNOLOGIES INC	2016 101-561-457	COMPUTER MAINTEN	04/01/16 - 06/30/16	025-147475	02/18/2016	02/22/2016		1,485.35
UNION HIGH VFD	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		400.00
UNITED CEREBRAL PALSY	2016 101-495-310	OFFICE SUPPLIES	DATE STAMPS	5063	02/17/2016	02/22/2016	300895	228.00
UNITED CEREBRAL PALSY	2016 101-495-310	OFFICE SUPPLIES	CUSTOM CODING STAMP	5061	02/17/2016	02/22/2016	300901	87.10
VALVOLINE EXPRESS CARE	2016 101-475-445	REPAIRS & MAINT	OIL CHANGE, WIPER B	163947	02/17/2016	02/22/2016	300898	102.96
WEX BANK	2016 101-560-370	GAS & OIL	369-801-668-4 - FEB	44104856	02/18/2016	02/22/2016		101.78
WILLIAM (BILLY) RICHARD	2016 101-405-428	TRAVEL/CONFERENC	18TH ANNUAL TVC VET	REIMB - 02/1	02/18/2016	02/22/2016		261.56
WILLIAM EARL PRICE	2016 101-425-411	COURT APPOINTED	ROOD, DEEDEE	72212	02/17/2016	02/22/2016		200.00
WILLIAM EARL PRICE	2016 101-425-411	COURT APPOINTED	SPITLER, DARLA	71773	02/17/2016	02/22/2016		100.00
XEROX CORP - TXMAS	2016 101-572-440	COPIER RENTAL	705464683 - FEB	083354741	02/09/2016	02/22/2016		151.56
287 R/C FIRE AND RESCUE	2016 101-406-465	FIRE PROTECTION	FEB 2016	02/01/16	02/09/2016	02/22/2016		800.00

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127,583.62

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
AT&T SERVICES INC.	2016 151-571-435	TELEPHONE	9038722808 02/09/16	02/09/16	02/19/2016	02/22/2016		234.63
COMMUNITY SUPERVISION	2016 151-340-090	PROBATION FEES - REFUND		34437	02/17/2016	02/22/2016		5.00
JERRY WARE	2016 151-340-090	PROBATION FEES - REFUND		34437	02/17/2016	02/22/2016		495.00
NAVARRO COUNTY GENERAL	2016 151-571-311	POSTAGE	POSTAGE	JAN 2016	02/11/2016	02/22/2016		226.37
OFFICE DEPOT INC-TXMAS	2016 151-571-310	DEPARTMENT SUPPL	MONO CORRECTION HYB	772799496001	02/11/2016	02/22/2016	254259	49.18
OFFICE DEPOT INC-TXMAS	2016 151-571-310	DEPARTMENT SUPPL	LABELS, FASTENERS	821717562001	02/17/2016	02/22/2016	300916	56.94
OFFICE DEPOT INC-TXMAS	2016 151-571-310	DEPARTMENT SUPPL	LATEX GLOVES	815666842002	02/17/2016	02/22/2016	300708	47.94
SASSI INSTITUTE	2016 151-571-310	DEPARTMENT SUPPL	SASSI-3 ADULT TESTS	0117741-IN	02/17/2016	02/22/2016	300849	190.00
SASSI INSTITUTE	2016 151-571-310	DEPARTMENT SUPPL	SHIPPING	0117741-IN	02/17/2016	02/22/2016	300849	7.50
								1,312.56

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PHILIP R TAFT PSY	2016 161-576-613	COMM BASED-MENTA	3656	126	02/11/2016	02/22/2016		320.00
PHILIP R TAFT PSY	2016 161-576-613	COMM BASED-MENTA	3657, 3693	127	02/11/2016	02/22/2016		560.00
RECOVERY HEALTHCARE COR	2016 161-576-603	COMM BASED-GENER	3624, 3578	8738676	02/17/2016	02/22/2016		176.00
								1,056.00

ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
GIBSON FENCING	2016 171-620-445	REPAIRS & MAINTN	LAKE SITE R-136 - R	005769	02/17/2016	02/22/2016	300803	4,805.00
NAVARRO COUNTY SOIL & W	2016 171-620-410	PROFESSIONAL SER	FEB 2016	02/01/16	02/09/2016	02/22/2016		3,000.00
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								<b>7,805.00</b>

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ACCESS POINT, INC.	2016 211-611-435	TELEPHONE	312177 02/07/16 - 0	4038630	02/17/2016	02/22/2016		60.97
ACTION SIGN & BANNER	2016 211-611-445	REPAIRS & MAINT	3" O'S	14797	02/18/2016	02/22/2016	300930	37.50
ACTION SIGN & BANNER	2016 211-611-445	REPAIRS & MAINT	3" N'S	14797	02/18/2016	02/22/2016	300930	18.75
ACTION SIGN & BANNER	2016 211-611-445	REPAIRS & MAINT	3" 1'S	14797	02/18/2016	02/22/2016	300930	18.75
AIRGAS SOUTHWEST INC	2016 211-611-445	REPAIRS & MAINT	LEASE RENEWAL 03/01	9933426201	02/16/2016	02/22/2016		75.42
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	NE1030B	200446150	02/16/2016	02/22/2016		179.82
APAC TEXAS INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1250	200447096	02/17/2016	02/22/2016		91.76
ARNOLD CRUSHED STONE	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	231324	02/16/2016	02/22/2016		485.74
ATWOODS DISTRIBUTING LP	2016 211-611-445	REPAIRS & MAINT	FUEL FILTERS	2372/37	02/16/2016	02/22/2016		23.98
ATWOODS DISTRIBUTING LP	2016 211-611-445	REPAIRS & MAINT	MOTOR GRADER - OIL	2364/37	02/17/2016	02/22/2016	300902	155.88
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NE3310.	16988478	02/16/2016	02/22/2016		4,811.28
MARTIN MARIETTA MATERIA	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW0180.	16965324	02/16/2016	02/22/2016		3,142.98
OLJ TIRE & BRAKE	2016 211-611-445	REPAIRS & MAINT	UNIT 15 - LT245/75R	5210	02/17/2016	02/22/2016	300928	423.74
PROSPERITY BANK - #1071	2016 211-611-573	CAPITAL LEASE PR	LOAN #1071550	MAR 2016	02/19/2016	02/22/2016		3,197.53
PROSPERITY BANK - #1071	2016 211-611-574	CAPITAL LEASE IN	LOAN #1071550	MAR 2016	02/19/2016	02/22/2016		387.81
PROSPERITY BANK - #1072	2016 211-611-573	CAPITAL LEASE PR	LOAN #1072444	MAR 2016	02/19/2016	02/22/2016		2,109.35
PROSPERITY BANK - #1072	2016 211-611-574	CAPITAL LEASE IN	LOAN #1072444	MAR 2016	02/19/2016	02/22/2016		244.97
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112487	02/16/2016	02/22/2016		425.59
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112534	02/16/2016	02/22/2016		282.87
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112549	02/16/2016	02/22/2016		142.07
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112571	02/16/2016	02/22/2016		413.77
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112578	02/16/2016	02/22/2016		417.45
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112629	02/16/2016	02/22/2016		275.83
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112640	02/16/2016	02/22/2016		421.48
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112694	02/16/2016	02/22/2016		429.94
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112715	02/16/2016	02/22/2016		864.72
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1160.	112763	02/16/2016	02/22/2016		1,003.55
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1210.	112809	02/16/2016	02/22/2016		1,025.17
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112866	02/16/2016	02/22/2016		142.89
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112882	02/16/2016	02/22/2016		426.75
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1180.	112923	02/16/2016	02/22/2016		1,299.68
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD, NW	112939	02/16/2016	02/22/2016		1,283.61
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW2020.	112958	02/16/2016	02/22/2016		1,141.10
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112979	02/16/2016	02/22/2016		988.86
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - YARD	112999	02/16/2016	02/22/2016		421.64
RATTLER ROCK INC	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1220	112842	02/16/2016	02/22/2016		425.05
TIM'S TIRES & WHEELS	2016 211-611-445	REPAIRS & MAINT	UNIT 007 - MOUNTED	058964	02/16/2016	02/22/2016		25.00
TIM'S TIRES & WHEELS	2016 211-611-445	REPAIRS & MAINT	UNIT 007 - FLAT	058966	02/16/2016	02/22/2016		25.00
TOMMY MONTGOMERY SAND &	2016 211-611-376	ROAD MATERIAL	FEMA OCT - NW1180.	001711	02/18/2016	02/22/2016		24,801.13
TRUCK PARTS & SERVICE I	2016 211-611-445	REPAIRS & MAINT	TRUCK 309 - PULLEY.	21409	02/16/2016	02/22/2016		99.81
TRUCK PARTS & SERVICE I	2016 211-611-445	REPAIRS & MAINT	UNIT 007 - WHEEL, U	21515	02/17/2016	02/22/2016	300964	363.88
WELCH STATE BANK	2016 211-611-573	CAPITAL LEASE PR	LEASE NO. 51583	MAR 2016	02/19/2016	02/22/2016		2,143.03
WELCH STATE BANK	2016 211-611-574	CAPITAL LEASE IN	LEASE NO. 51583	MAR 2016	02/19/2016	02/22/2016		182.75
WINTERS OIL COMPANY	2016 211-611-370	GAS & OIL	200 GAL GAS. 2000 G	539085	02/17/2016	02/22/2016	300965	2,863.14

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**57,801.99**

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3110	200446148	02/17/2016	02/22/2016		2,390.94
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3115, SE3140	200446796	02/17/2016	02/22/2016		2,228.14
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3150	200445922	02/17/2016	02/22/2016		1,186.22
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3150	200445923	02/17/2016	02/22/2016		2,258.48
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3110	200446149	02/17/2016	02/22/2016		798.21
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3300, SE3110, SE3	200445920	02/17/2016	02/22/2016		6,540.66
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3144	200447312	02/17/2016	02/22/2016		1,081.88
APAC TEXAS INC	2016 212-612-376	ROAD MATERIAL	SE3144	200447310	02/17/2016	02/22/2016		2,436.82
ATHENS RADIATOR & TIRE	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 298 - REPAIRED	134256	02/17/2016	02/22/2016	300929	65.00
ATMOS ENERGY	2016 212-612-430	UTILITIES	000388486 01/08/16	3040895002 -	02/11/2016	02/22/2016		80.80
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 226 - U-JOINT,	608357	02/16/2016	02/22/2016		43.25
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 298 - SPEAKERS	608360	02/16/2016	02/22/2016		34.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 230 - FILTER	608405	02/16/2016	02/22/2016		10.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 215 - LIGHT, P	608411	02/16/2016	02/22/2016		78.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 228 - INDICATO	608137	02/17/2016	02/22/2016		29.95
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 298 - FREON, O	608137	02/17/2016	02/22/2016		100.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 25 - BATTERY	608480	02/17/2016	02/22/2016	300986	122.95
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	FITTING, TEFLON TAP	608510	02/18/2016	02/22/2016		6.00
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 24 - FAN CLUTC	608472	02/18/2016	02/22/2016	300993	239.80
B & G AUTO PARTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 24 - THERMOSTA	608517	02/18/2016	02/22/2016	300996	154.40
BIG H TIRE SERVICE	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 07 - FLAT	160176	02/16/2016	02/22/2016		30.00
BIG H TIRE SERVICE	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 007 - MOUNTED	160202	02/16/2016	02/22/2016		33.00
CENTURYLINK	2016 212-612-435	TELEPHONE	314320898 02/04/16	9033962862 -	02/17/2016	02/22/2016		104.03
CITY OF KERENS	2016 212-612-430	UTILITIES	907 NW SECOND	1205 - JAN	02/11/2016	02/22/2016		59.20
ENNIS PRODUCTS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 202 - REPAIRED	16-0083	02/17/2016	02/22/2016	300940	75.00
HUFFMAN COMMUNICATIONS	2016 212-612-445	REPAIRS & MAINTENANCE	UNIT 27 - ANTENNA	46257	02/18/2016	02/22/2016	300989	36.06
HYDRAULIC POWER SERVICE	2016 212-612-445	REPAIRS & MAINTENANCE	BELLY DUMP - REBUIL	66722	02/18/2016	02/22/2016	300990	531.47
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	512313	02/16/2016	02/22/2016		720.61
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	FEMA OCT - AIRPORT	512475	02/16/2016	02/22/2016		1,000.38
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE4240, SE4210	512811	02/17/2016	02/22/2016		711.76
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE4210, AIRPORT STO	512976	02/17/2016	02/22/2016		722.19
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE4140, SE4240, AIR	512636	02/17/2016	02/22/2016		715.74
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	AIRPORT STOCKPILE	513161	02/17/2016	02/22/2016		1,009.96
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	NE2170, NE2160, AIR	513358	02/17/2016	02/22/2016		1,289.21
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	SE4210	513855	02/17/2016	02/22/2016		905.34
KNIFE RIVER CORPORTATIO	2016 212-612-376	ROAD MATERIAL	NE2160, AIRPORT STO	513664	02/17/2016	02/22/2016		1,455.71
MCCOY'S BUILDING SUPPLY	2016 212-612-445	REPAIRS & MAINTENANCE	CLEAN OUT PLUG, CLE	5903725	02/16/2016	02/22/2016		6.49
MCCOY'S BUILDING SUPPLY	2016 212-612-376	ROAD MATERIAL	BLACKTOP PATCH	5903727	02/18/2016	02/22/2016		189.59
OWEN HARDWARE INC	2016 212-612-445	REPAIRS & MAINTENANCE	PADLOCK, KEY	AA46838	02/18/2016	02/22/2016		32.89
TIMCO BLASTING & COATIN	2016 212-612-376	ROAD MATERIAL	FEMA OCT - SE3100,	015993	02/16/2016	02/22/2016		6,786.05
TRUCK PARTS & SERVICE I	2016 212-612-445	REPAIRS & MAINTENANCE	FLEX TUBE	21549	02/16/2016	02/22/2016		34.20
TRUCK PARTS & SERVICE I	2016 212-612-445	REPAIRS & MAINTENANCE	U-BOLT, FLEX TUBE	21470	02/16/2016	02/22/2016		59.50
WELCH STATE BANK	2016 212-612-573	CAPITAL LEASE PR	LEASE NO. 51595	MAR 2016	02/19/2016	02/22/2016		3,252.45
WELCH STATE BANK	2016 212-612-574	CAPITAL LEASE IN	LEASE NO. 51595	MAR 2016	02/19/2016	02/22/2016		136.45
WELCH STATE BANK	2016 212-612-573	CAPITAL LEASE PR	LEASE NO. 52706	MAR 2016	02/19/2016	02/22/2016		3,115.26
WELCH STATE BANK	2016 212-612-574	CAPITAL LEASE IN	LEASE NO. 52706	MAR 2016	02/19/2016	02/22/2016		190.93
WINTERS OIL COMPANY	2016 212-612-370	GAS & OIL	310 GAL GAS, 1500 G	539177	02/17/2016	02/22/2016	300979	2,368.20

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45,457.17

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2016 213-613-376	ROAD MATERIAL	FEMA OCT - DAWSON	200431679	02/16/2016	02/22/2016		1,822.62
B & G AUTO PARTS	2016 213-613-445	REPAIRS & MAINTENANCE	UNIT 329 - RADIATOR	608292	02/18/2016	02/22/2016		65.85
B & J TRASH SERVICE	2016 213-613-495	MISCELLANEOUS	RICHLAND BARN	DEC 2015	02/16/2016	02/22/2016		25.00
B & J TRASH SERVICE	2016 213-613-495	MISCELLANEOUS	RICHLAND BARN	FEB 2016	02/19/2016	02/22/2016		25.00
CALIFORNIA CONTRACTORS	2016 213-613-426	UNIFORMS	GLOVES - XL	TT16878	02/17/2016	02/22/2016	300829	167.40
CALIFORNIA CONTRACTORS	2016 213-613-426	UNIFORMS	GLOVES - L	TT16878	02/17/2016	02/22/2016	300829	167.40
CALIFORNIA CONTRACTORS	2016 213-613-426	UNIFORMS	SAFETY VEST - XL	TT16878	02/17/2016	02/22/2016	300829	199.50
CALIFORNIA CONTRACTORS	2016 213-613-426	UNIFORMS	SAFETY VEST - L	TT16878	02/17/2016	02/22/2016	300829	279.30
CITY OF DAWSON	2016 213-613-430	UTILITIES	17500 FM 709	324 - JAN	02/11/2016	02/22/2016		38.50
GEXA ENERGY	2016 213-613-430	UTILITIES	17500 FM 709 GRDL 2	20611189	02/18/2016	02/22/2016		9.51
GEXA ENERGY	2016 213-613-430	UTILITIES	17500 FM 709 GRDL 0	20611189-4	02/18/2016	02/22/2016		20.83
GEXA ENERGY	2016 213-613-430	UTILITIES	700 S AUSTIN AVE 01	2057530-3	02/09/2016	02/22/2016		85.39
GEXA ENERGY	2016 213-613-430	UTILITIES	17500 FM 709 01/11/	2066250-3	02/18/2016	02/22/2016		135.79
JOHNSON OIL COMPANY	2016 213-613-370	GAS & OIL	2400 GAL DIESEL	14876	02/17/2016	02/22/2016		3,204.00
KNIFE RIVER CORPORAATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW4070.	512476	02/16/2016	02/22/2016		2,336.58
KNIFE RIVER CORPORAATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW2320	512638	02/16/2016	02/22/2016		2,182.00
KNIFE RIVER CORPORAATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW2320	512477	02/16/2016	02/22/2016		2,386.24
KNIFE RIVER CORPORAATIO	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW4070.	512637	02/16/2016	02/22/2016		2,135.43
MARTIN MARIETTA MATERIA	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW2190.	16988523	02/16/2016	02/22/2016		4,726.64
MARTIN MARIETTA MATERIA	2016 213-613-376	ROAD MATERIAL	FEMA OCT - SW2370.	16965337	02/16/2016	02/22/2016		9,460.97
RATTLER ROCK INC	2016 213-613-376	ROAD MATERIAL	FEMA OCT - DAWSON S	112810	02/16/2016	02/22/2016		636.03
REPUBLIC SERVICES #069	2016 213-613-430	UTILITIES	3-0069-0027743 - JA	0069-0008014	02/11/2016	02/22/2016		82.42
TOMMY MONTGOMERY SAND &	2016 213-613-376	ROAD MATERIAL	FEMA OCT - CR2320.	001712	02/18/2016	02/22/2016		19,745.75

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**49,938.15**

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
AIRGAS SOUTHWEST INC	2016 214-614-445	REPAIRS & MAINT	LEASE RENEWAL 03/01	9933426200	02/16/2016	02/22/2016		136.43
APAC TEXAS INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW4030.	200445924	02/16/2016	02/22/2016		1,694.60
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP, NW	231304	02/16/2016	02/22/2016		488.87
ARNOLD CRUSHED STONE	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP, NW	231323	02/16/2016	02/22/2016		858.98
AT&T WIRELESS	2016 214-614-435	TELEPHONE	9036952513 - FEB	02/01/16	02/17/2016	02/22/2016		38.07
ATMOS ENERGY	2016 214-614-430	UTILITIES	118882774 01/15/16	3036350009 -	02/17/2016	02/22/2016		77.75
CORSICANA NAPA AUTO PAR	2016 214-614-445	REPAIRS & MAINT	1995 FORD TRUCK - R	056370	02/17/2016	02/22/2016	300894	219.85
GEXA ENERGY	2016 214-614-430	UTILITIES	104 2ND ST BARN 01/	20617868-4	02/18/2016	02/22/2016		28.66
GEXA ENERGY	2016 214-614-430	UTILITIES	104 2ND ST GRDL 175	20617868-4	02/18/2016	02/22/2016		11.07
HADEN, CAMERON	2016 214-614-445	REPAIRS & MAINT	1997 DODGE - REPAIR	4208	02/18/2016	02/22/2016		858.85
HADEN, CAMERON	2016 214-614-445	REPAIRS & MAINT	1998 FLATBED - REPA	4219	02/18/2016	02/22/2016		348.36
HADEN, CAMERON	2016 214-614-445	REPAIRS & MAINT	JD 455 LOADER - REP	4220	02/18/2016	02/22/2016		2,493.31
OWEN HARDWARE INC	2016 214-614-445	REPAIRS & MAINT	NAILS	AA46363	02/16/2016	02/22/2016		13.07
PROSPERITY BANK-#107123	2016 214-614-573	CAPITAL LEASE PR	LOAN #1071239	MAR 2016	02/19/2016	02/22/2016		3,750.12
PROSPERITY BANK-#107123	2016 214-614-574	CAPITAL LEASE IN	LOAN #1071239	MAR 2016	02/19/2016	02/22/2016		310.85
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2130	112883	02/16/2016	02/22/2016		270.99
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP	112579	02/16/2016	02/22/2016		1,347.00
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - BGSP	112641	02/16/2016	02/22/2016		1,532.20
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW4210.	113011	02/18/2016	02/22/2016		880.79
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW4130	112572	02/18/2016	02/22/2016		286.06
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW4360.	112488	02/18/2016	02/22/2016		2,644.01
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4130.	112535	02/18/2016	02/22/2016		2,197.85
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4130.	112550	02/18/2016	02/22/2016		556.50
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4130.	112630	02/18/2016	02/22/2016		4,700.60
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4130.	112678	02/18/2016	02/22/2016		2,968.91
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4160.	112717	02/18/2016	02/22/2016		2,854.29
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4150.	112764	02/18/2016	02/22/2016		984.90
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2120.	112795	02/18/2016	02/22/2016		2,503.97
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4250.	112811	02/18/2016	02/22/2016		2,113.19
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2130.	112841	02/18/2016	02/22/2016		825.29
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2130.	112864	02/18/2016	02/22/2016		826.81
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4150.	112924	02/18/2016	02/22/2016		2,265.66
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4170.	112940	02/18/2016	02/22/2016		2,950.90
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4210.	112959	02/18/2016	02/22/2016		3,495.52
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4140.	112980	02/18/2016	02/22/2016		3,275.11
RATTLER ROCK INC	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4210.	113000	02/18/2016	02/22/2016		1,939.44
TIMCO BLASTING & COATIN	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2140.	016005	02/16/2016	02/22/2016		3,948.41
TIMCO BLASTING & COATIN	2016 214-614-376	ROAD MATERIAL	FEMA OCT - NW2130.	015992	02/16/2016	02/22/2016		3,923.92
TOMMY MONTGOMERY SAND &	2016 214-614-376	ROAD MATERIAL	FEMA OCT - CR4320.	001713	02/18/2016	02/22/2016		63,538.66
UNITED RENTALS INC - TX	2016 214-614-448	MACHINE HIRE	RENTED BACKHOE LOAD	134519837-00	02/17/2016	02/22/2016	300791	1,582.45
UNITED RENTALS INC - TX	2016 214-614-448	MACHINE HIRE	DELIVERY CHARGE	134519837-00	02/17/2016	02/22/2016	300791	130.00
UNITED RENTALS INC - TX	2016 214-614-448	MACHINE HIRE	PICKUP CHARGE	134519837-00	02/17/2016	02/22/2016	300791	130.00
WILLIAMS GIN & GRAIN CO	2016 214-614-445	REPAIRS & MAINT	FORD FLATBED - FUEL	328340	02/16/2016	02/22/2016		36.40
WINTERS OIL COMPANY	2016 214-614-370	GAS & OIL	400 GAL GAS, 939 GA	538802	02/17/2016	02/22/2016	300891	1,866.82

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127,905.49



ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
OFFICE DEPOT INC-TXMAS	2016 315-525-310	SUPPLIES	BINDERS	821278289001	02/17/2016	02/22/2016	300897	625.90
OFFICE DEPOT INC-TXMAS	2016 315-525-310	SUPPLIES	DIVIDERS	821278288001	02/17/2016	02/22/2016	300897	54.30
OFFICE DEPOT INC-TXMAS	2016 315-525-310	SUPPLIES	BATTERIES, BINDER,	821277585001	02/17/2016	02/22/2016	300897	332.43
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								<b>1,012.63</b>

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ALTERNATIVE MAILING & S	2016 317-516-310	SUPPLIES	SHREDDER OIL	28530	02/17/2016	02/22/2016	300904	69.02
ALTERNATIVE MAILING & S	2016 317-516-310	SUPPLIES	SHIPPING	28530	02/17/2016	02/22/2016	300904	13.22
ALTEX COMPUTERS & ELECT	2016 317-516-310	SUPPLIES	4 GIG DDR3 133MHZ	862283	02/17/2016	02/22/2016	300888	95.80
ALTEX COMPUTERS & ELECT	2016 317-516-310	SUPPLIES	EVGA GT730 2GB DDR5	862283	02/17/2016	02/22/2016	300888	199.90
ALTEX COMPUTERS & ELECT	2016 317-516-310	SUPPLIES	EVGA GT730 2GB DDR5	863318	02/17/2016	02/22/2016	300888	199.90
ALTEX COMPUTERS & ELECT	2016 317-516-310	SUPPLIES	4 GIG DDR3 133MHZ	863318	02/17/2016	02/22/2016	300888	95.80
CANADIAN COUNTY SHERIFF	2016 317-529-120	OVERTIME	LAFFOON, MICHAEL 21	JAN 2016	02/17/2016	02/22/2016		660.24
CEDAR HILL PD	2016 317-526-120	OVERTIME	BYRD, JORAMIE 40	OCT - DEC	02/17/2016	02/22/2016		2,067.20
CITIBANK	2016 317-515-428	TRAVEL	2639 01/01/16 - 01/	02/03/16	02/11/2016	02/22/2016		1,444.00
CITIBANK	2016 317-516-428	TRAVEL	2639 01/01/16 - 01/	02/03/16	02/11/2016	02/22/2016		221.20
CITY OF DALLAS POLICE D	2016 317-524-120	OVERTIME	HOWARD, TORRES	NOV 2015	02/17/2016	02/22/2016		1,308.15
CITY OF DALLAS POLICE D	2016 317-526-120	OVERTIME	DUNN, GARCIA, GIPSO	NOV 2015	02/17/2016	02/22/2016		1,549.36
CITY OF DALLAS POLICE D	2016 317-526-120	OVERTIME	CREDIT - OCT	NOV 2015	02/17/2016	02/22/2016		.60-
CITY OF DALLAS POLICE D	2016 317-524-120	OVERTIME	FANGMAN, HOWARD, TO	DEC 2015	02/17/2016	02/22/2016		2,035.43
CITY OF DALLAS POLICE D	2016 317-526-120	OVERTIME	DUNN	DEC 2015	02/17/2016	02/22/2016		163.58
DELL MARKETING LP	2016 317-516-585	EQUIPMENT	OPTIPLEX 3020	XJWDMJ615	02/17/2016	02/22/2016	300843	606.80
FEDEX - TXMAS	2016 317-516-411	SERVICES	2934-0047-4	5-309-68779	02/09/2016	02/22/2016		122.57
IRVING POLICE DEPT	2016 317-526-120	OVERTIME	SLICKER, R 37.5 OT	DEC 2015	02/18/2016	02/22/2016		2,106.00
LAURNA JO TUCK	2016 317-516-418	FACILITIES	FACILITY MAINTENANC	765860	02/18/2016	02/22/2016		2,562.50
MARK MIZE	2016 317-517-428	TRAVEL	HOMELAND SECURITY B	REIMB - 02/1	02/18/2016	02/22/2016		216.00
MICHELLE CURTIS	2016 317-517-428	TRAVEL	CASE COORDINATION M	REIMB - 02/0	02/18/2016	02/22/2016		196.50
MITEL LEASING	2016 317-516-411	SERVICES	307363.113249 - FEB	1355330	02/18/2016	02/22/2016		371.65
OFFICE DEPOT INC-TXMAS	2016 317-525-310	SUPPLIES	DIVIDERS	821278290001	02/17/2016	02/22/2016	300897	434.07
OFFICE DEPOT INC-TXMAS	2016 317-526-310	SUPPLIES	DAILY PLANNER	820835857001	02/17/2016	02/22/2016	300889	45.56
OFFICE DEPOT INC-TXMAS	2016 317-525-310	SUPPLIES	BINDERS	821968442001	02/17/2016	02/22/2016	300912	139.80
OFFICE DEPOT INC-TXMAS	2016 317-522-310	SUPPLIES	64GB JUMPDRIVE	821991366001	02/17/2016	02/22/2016	300917	373.83
PS BUSINESS PARKS	2016 317-516-418	FACILITIES	MONTHLY RENT	T0015920 - M	02/18/2016	02/22/2016		43,016.38
RANDALL COUNTY SHERIFF	2016 317-533-120	OVERTIME	FABELA, MARCOS 7 OT	AUG 2015	02/18/2016	02/22/2016		306.18
SUDDENLINK	2016 317-521-411	SERVICES	1000001-8626-710322	01/25/16	02/18/2016	02/22/2016		330.11
SUMPTER SERVICES, LLC	2016 317-515-428	TRAVEL	NNOAC CONF - RECON	REIMB - 02/0	02/18/2016	02/22/2016		1,374.22
TRACKING PRODUCTS INC	2016 317-521-585	EQUIPMENT	BATTERY HIGH CAPACI	42404	02/17/2016	02/22/2016	300842	172.00
TRACKING PRODUCTS INC	2016 317-521-585	EQUIPMENT	RANGER CELL UPGRADE	42404	02/17/2016	02/22/2016	300842	99.00
TRACKING PRODUCTS INC	2016 317-521-585	EQUIPMENT	SHIPPING	42404	02/17/2016	02/22/2016	300842	17.00
TULSA POLICE DEPT	2016 317-531-120	OVERTIME	WILCOXEN, JIM 8 OT	DEC 2015	02/18/2016	02/22/2016		400.00
TULSA POLICE DEPT	2016 317-531-120	OVERTIME	COMFORT, BRIAN 16 O	DEC 2015	02/18/2016	02/22/2016		800.00
TULSA POLICE DEPT	2016 317-531-120	OVERTIME	FRANCETIC, DALE 16	DEC 2015	02/18/2016	02/22/2016		887.36
VERIZON WIRELESS INC	2016 317-521-411	SERVICES	613180096-00001 12/	9759182399	02/18/2016	02/22/2016		1,184.02
VERIZON WIRELESS INC	2016 317-526-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		1,199.49
VERIZON WIRELESS INC	2016 317-515-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		219.89
VERIZON WIRELESS INC	2016 317-522-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		368.33
VERIZON WIRELESS INC	2016 317-517-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		219.98
VERIZON WIRELESS INC	2016 317-523-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		480.12
VERIZON WIRELESS INC	2016 317-527-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		587.12
VERIZON WIRELESS INC	2016 317-524-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		265.62
VERIZON WIRELESS INC	2016 317-525-411	SERVICES	920410632-00001 12/	9759656824	02/18/2016	02/22/2016		1,183.71
XEROX CORP - TXMAS	2016 317-516-411	SERVICES	717889695 - FEB	083199433	02/18/2016	02/22/2016		296.77
XEROX CORP - TXMAS	2016 317-516-411	SERVICES	717889695 - FEB	083199434	02/18/2016	02/22/2016		191.75
ZAYO GROUP	2016 317-516-411	SERVICES	02/01/16 - 02/29/16	006500 - FEB	02/18/2016	02/22/2016		770.36
24 HOUR INC	2016 317-516-418	FACILITIES	M1506 - FEB	W10406	02/18/2016	02/22/2016		830.00

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72,496.89

2564

ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
JASON ALLEN KENDRICK	2016 318-517-412	SERVICES	02/01/16 - 02/15/16 2016-3		02/18/2016	02/22/2016	2,427.76
KEVIN KELLEY	2016 318-516-412	SERVICES	02/01/16 - 02/15/16 2016-3		02/18/2016	02/22/2016	3,774.08
RUTH L. ASTON	2016 318-517-412	SERVICES	02/01/16 - 02/15/16 2016-3		02/18/2016	02/22/2016	2,699.63
SUMPTER SERVICES, LLC	2016 318-515-412	SERVICES	02/01/16 - 02/15/16 2016-3		02/18/2016	02/22/2016	7,790.40
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							<b>16,691.87</b>

## ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PD NO	AMOUNT
CODY MULDER	2016 701-410-410	PROFESSIONAL SER	02/01/16 - 02/15/16	27	02/18/2016	02/22/2016		4,166.67
JASON JOLES SERVICES LL	2016 701-410-445	REPAIRS & MAINT	COURTHOUSE - BORE	2 272	02/17/2016	02/22/2016	300860	9,515.00
LEVEL ONE TECHNOLOGY, L	2016 701-410-540	IMPROVEMENTS OTH	CAT6 NETWORK CABLIN	1610101	02/18/2016	02/22/2016	254712	13,410.33
RONE ENGINEERING SERVIC	2016 701-410-576	COURTHOUSE RESTO	1419799 - CONCRETE	16-1-000115	02/11/2016	02/22/2016		503.40
WATERWORKS	2016 701-410-445	REPAIRS & MAINT	REPAIRED LEAKING VA	12648	02/11/2016	02/22/2016		329.99
								-----
								27,925.39

ALL RECORDS FROM 02/22/2016 TO 02/22/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
AT&T SERVICES INC.	2016 960-560-451	MAINT CONTRACT -	287256004191	01/03/ 02/10/16	02/18/2016	02/22/2016		491.61
								----- 491.61

TOTAL PAYABLES 537,478.37

2561

#8



February 11, 2016

The Honorable H.M. Davenport, Jr.  
Navarro County Judge  
800 North Main Street  
Corsicana, TX 75110

Dear Judge Davenport:

The purpose of this letter is to provide formal notification, as required by Section 312.2041 of the Texas Tax Code, that the governing bodies of the City of Corsicana, Navarro County and Navarro College intend to consider entering into a tax abatement agreement with Plasson USA.

Plasson USA is considering a \$1,250,000 expansion at its Corsicana facility that will add an additional 20 jobs. The Plasson USA property is located within the boundaries of Reinvestment Zone 16-01, a formally designated reinvestment zone. Copies of the proposed tax abatement agreements under consideration between the City of Corsicana and Plasson USA are enclosed. The terms of the Navarro County and Navarro College tax abatement agreements are similar to those of the City of Corsicana.

These property tax abatements will be considered by both the Corsicana City Council and the Navarro County Commissioners Court at meetings scheduled for February 22, 2016. The Navarro College Board of Trustees will consider the abatement at the February 25, 2016, meeting.

Sincerely,

Connie Standridge  
City Manager  
City of Corsicana

Enclosures

Proposed Tax Abatement Agreement between Navarro County and Plasson USA

**COMMISSIONERS BRIEFING SHEET**

**DATE:** February 22, 2016

**SUBJECT:** Resolution Approving Tax Abatement Agreement with Plasson USA

**Comments:** The attached Resolution approves a tax abatement agreement between the County of Navarro and Plasson USA.

Plasson USA is considering a \$1,250,000 expansion of the Corsicana facility. The expansion will create an additional 20 jobs.

The Corsicana City Council, on January 25, 2016, created Reinvestment Zone 16-01 at the Plasson USA Corsicana property, a statutory requirement prior to entering into a tax abatement agreement.

Abatement agreements, by County policy, are limited to no more than 500 percent over 10 years and the Plasson agreement adheres to that policy.

The City of Corsicana, Navarro College and the Corsicana Independent School District will consider entering into similar agreements with Plasson USA.

**Recommendation:** Approve Resolution approving a Tax Abatement Agreement with Plasson USA.

**MOTION:**

**I MOVE TO APPROVE THE RESOLUTION APPROVING A TAX ABATEMENT AGREEMENT WITH PLASSON USA.**

2569

RESOLUTION NO. 2016-03

**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 PLASSON USA, FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT, AND AUTHORIZING 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 Plasson USA, 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:**

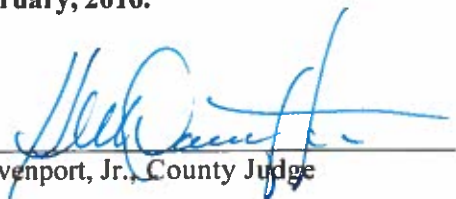
**Section 1.** The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.

**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 of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

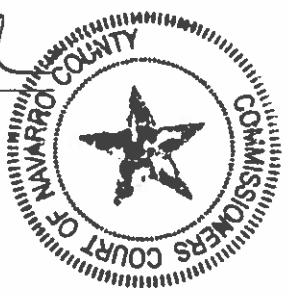
**Section 4.** This Resolution shall become effective from and after its passage.

**PASSED and APPROVED on this the 22<sup>nd</sup> day of February, 2016.**

  
\_\_\_\_\_  
H. M. Davenport, Jr., County Judge

ATTEST:

  
\_\_\_\_\_  
Sherry Dowd, County Clerk





**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 Plasson USA, hereinafter referred to as OWNER.

**WITNESSETH:**

**WHEREAS**, on the 22<sup>nd</sup> day of February, 2016, the City Council of the City of Corsicana (the "CITY") passed an Ordinance (the "ORDINANCE") establishing Reinvestment Zone 16-01 (the "REINVESTMENT ZONE") in the CITY for commercial/industrial 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") on May 13, 2013; and

**WHEREAS**, the Tax Abatement Policy 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 on May 13, 2013 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 Navarro County area to the long term interest and benefit of the COUNTY, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

**WHEREAS**, OWNER owns the real property described by metes and bounds and by map on Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference (the "Property") and intends to make certain Improvements (as defined below) to the Property;

**WHEREAS**, the contemplated use of the Property, 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 the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy;

**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, as scheduled on Exhibit “D” attached hereto and incorporated herein by reference. For reference purposes, the Estimated Tax Values scheduled on Exhibit “D” 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 “Tangible Personal Property” 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 “Taxable Value” 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 property to be the subject of this Agreement shall be the Property described herein above.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions 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 One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00), more specifically defined as a minimum In Service Project Cost of at least One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00) in real property improvements and in Tangible Personal Property improvements to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2017, OWNER shall substantially complete all Improvements and cause an increase in Taxable Value of at least One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00). On or before January 1, 2017, OWNER shall create and fill a minimum of twenty (20) new, full-time jobs at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2a 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). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a manufacturing facility from the date of Certificate of Occupancy is issued until expiration of the Term of this Agreement.

2.4 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, operated and occupied 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, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note: this provision is required by Section 8.02(i) of the COUNTY's Tax Abatement Policy].

**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, and a portion of taxes for Tangible Personal Property in place at the Property on January 1<sup>st</sup> of each year, that are otherwise owed to the COUNTY, shall be abated. Said ad valorem real property tax abatement/freeze shall be for a ten (10) year term 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; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property Improvements contemplated in Paragraph 2.2a, over the value of in place Tangible Personal 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 thereof). The percentage (%) level of tax abatement for both Real Property Improvements and Tangible Personal Property during the ten (10) year term shall be as described below in "Table 3.1, Tax Abatement Schedule."

<b>Table 3.1</b>	
<b>Tax Abatement Schedule</b>	
<b>For Real Property Improvements and</b>	
<b>Tangible Personal Property Added</b>	
<b>Year of Abatement</b>	<b>Level (%) of Tax Abatement</b>
1	50%
2	50%
3	50%
4	50%
5	50%
6	50%
7	50%
8	50%
9	50%
10	50%

The tax abatement for Tangible Personal Property will apply only to the Tangible Personal Property added to the Property after this Agreement is executed. Notwithstanding the forgoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2017, and shall remain in effect during the Term of this Agreement as long as the OWNER (a) incurs the minimum In Service Project Cost of at least One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00) for the Investment as contemplated under Paragraph 2.2; (b) maintains minimum Taxable Values for the real property improvements and the Tangible Personal Property

improvements comprising the Investment each year during the Term of this Agreement at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) creates and maintains a minimum of twenty (20) new, full-time jobs at the Property; and (d) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2017, and continued at market value until the expiration of the Term of this Agreement.

#### 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 October 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

5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00) for Investment, as contemplated under Paragraph 2.2a and for which an abatement has been granted, or the Improvements otherwise are not completed in accordance with this Agreement; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property Improvements comprising the Investment at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) OWNER fails to create and maintain throughout the Term of this Agreement a minimum of twenty (20) new, full-time jobs at the property; (d) 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; (e) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2 ); or (f) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, the OWNER shall be in default of this Agreement.

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.

6.4 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:**  
Plasson USA  
307 North 7<sup>th</sup> Street  
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 22<sup>nd</sup> day of February, 2016, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.

6.11 This AGREEMENT was entered into by Plasson USA, pursuant to authority granted by its Directors/Members/Owners on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016.

6.12 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 22<sup>nd</sup> day of February, 2016.



**APPROVED:**

COUNTY OF NAVARRO

By: *H.M. Davenport, Jr.*  
H.M. Davenport, Jr., County Judge

**ATTEST:**

*Sherry Dowd*  
Sherry Dowd, County Clerk

PLASSON USA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBITS ATTACHED:**

- A Survey and Description of Property
- B Overhead Map of Property
- C Application for Tax Abatement
- D Estimated Tax Value Schedule
- E Environmental Impact Letter to City of Corsicana



EXHIBIT "A"  
REINVESTMENT ZONE BOUNDARIES

For an 8.8 acre tract of land located in the J. Peoples Survey A-9 in the City of Corsicana, Texas and particularly described as follows:

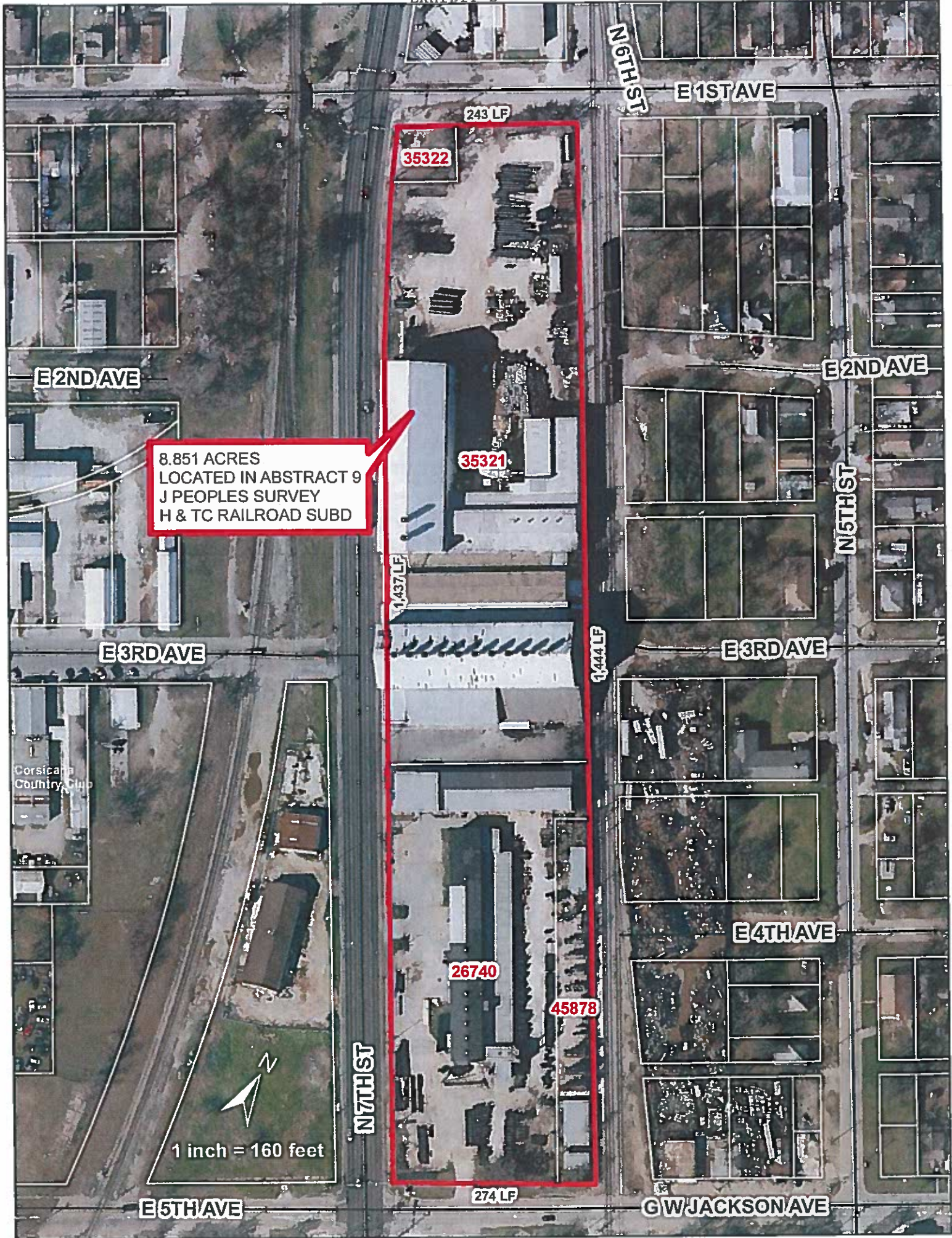
**BEGINNING** at a point in the north right of way of East 5th Avenue and the west property line of the Burlington Northern Railroad;

**THENCE** north along the Burlington Northern Railroad west property line for a distance of 1444' to a point located in the south right of way of East 1<sup>st</sup> Avenue;

**THENCE** west along the south right of way line of East 1<sup>st</sup> Avenue for a distance of 244' to a point located in the east right of way of Business IH45;

**THENCE** south for a distance of 1437' along the east right of way of Business IH45 to a point located in the north right of way of East 5th Avenue;

**THENCE** east for 274' to the point of beginning and containing approximately 8.8 acres of land.



8.851 ACRES  
 LOCATED IN ABSTRACT 9  
 J PEOPLES SURVEY  
 H & TC RAILROAD SUBD

243 LF  
 35322  
 35321  
 1,437 LF  
 1,444 LF  
 26740  
 45878  
 274 LF

N6TH ST

E1ST AVE

E2ND AVE

E2ND AVE

N5TH ST

E3RD AVE

E3RD AVE

Corsican Country Club

E4TH AVE



1 inch = 160 feet

N7TH ST

E5TH AVE

GW/JACKSON AVE



2015 APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

[Empty box for impact on school district]

15. Expected benefit to the local economy.

[Empty box for local economy benefit]

16. Estimated annual payroll of new employees.

\$15.00 per hour

17. Description of product to be manufactured or distributed.

HDPE Fittings and Pipe

18. Expected productive life of all real property improvements.

[Empty box for productive life]

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	
NOISE:	
SOLID WASTE:	
WASTEWATER:	

20. Certification of no materially adverse environmental impact as a result of the improvements and operations

[Empty box for certification]

21. Project in compliance with relevant zoning requirements.

[Empty box for zoning compliance]

22. Reasonable proof of financial ability.

[Empty box for financial ability]

23. References from past communities, if applicable.

[Empty box for references]

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here >

Justin R. Traurig

Phone: 713 645 2858

Date: 1/11/16

Submitted By	(Please Print)
Name:	Justin R. Traurig
Title:	CEO
Date:	1/11/16

Received by the City of Corsicana	
Name:	
Title:	
Date:	

For assistance in completing this form call the Economic Development Director - 903.654.4806. An Equal Opportunity Employer.

**EXHIBIT D**  
**Estimated Tax Value Schedule**

Plasson USA  
307 North 7th Street  
Corsicana, TX 75110  
Estimated Tax Value

The depreciation schedule below is based upon straight line depreciation methods recommended by Corsicana jurisdiction.

**MACHINERY & EQUIPMENT**

Initial Cost: \$ 250,000

Year	Value Created	Depreciation Rate	Current Year Depreciation Expense	Accumulated Depreciation	Tax Net Book Value
2017	\$ 250,000				\$ 250,000
2018	\$ 250,000	4.00%	\$ 10,000	\$ 10,000	\$ 240,000
2019	\$ 250,000	4.00%	\$ 10,000	\$ 20,000	\$ 230,000
2020	\$ 250,000	4.00%	\$ 10,000	\$ 30,000	\$ 220,000
2021	\$ 250,000	4.00%	\$ 10,000	\$ 40,000	\$ 210,000
2022	\$ 250,000	4.00%	\$ 10,000	\$ 50,000	\$ 200,000
2023	\$ 250,000	4.00%	\$ 10,000	\$ 60,000	\$ 190,000
2024	\$ 250,000	4.00%	\$ 10,000	\$ 70,000	\$ 180,000
2025	\$ 250,000	4.00%	\$ 10,000	\$ 80,000	\$ 170,000
2026	\$ 250,000	4.00%	\$ 10,000	\$ 90,000	\$ 160,000
2027	\$ 250,000	4.00%	\$ 10,000	\$ 100,000	\$ 150,000

Additional \$1,000,000 in inventory will be added to the tax base.



January 11, 2016

Ms. Connie Standbridge  
City Manager  
City of Corsicana, Texas  
200 N. 12<sup>th</sup> Street  
Corsicana, Tx 75110

Dear Ms Standbridge:

The purpose of this correspondence is to provide assurances that the planned expansion of Plasson USA at its Corsicana, Texas location will have no unacceptable environmental impact according to the Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and the City of Corsicana, Texas codes, guidelines and environmental regulations. Plasson USA is not aware of any unacceptable environmental impacts related to the planned expansion.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Ford", written over a horizontal line.

Phillip Ford, President  
Plasson USA

#9

RESOLUTION NO. 2016-02

**A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, APPROVING THE APPLICATIONS SUBMITTED FOR DOWNTOWN REINVESTMENT TAX CREDITS.**

**WHEREAS**, the City-Council has adopted an ordinance creating the Downtown Revitalization District as a designated reinvestment zone providing for reinvestment tax credits to downtown property owners in an effort to encourage the maintenance and revitalization of the historic downtown area; and

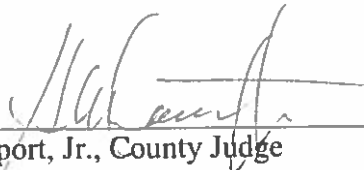
**WHEREAS**, the ordinance allows for a tax credit on improvements made to downtown buildings and provides for a dollar for dollar tax credit to downtown property owners on approved expenditures; and

**WHEREAS**, the attached "Exhibit A" identifies the applicant, the location, the improvements to the property and the amount of the tax credit; and

**WHEREAS**, each eligible property owner is current with all ad valorem property taxes and has met all criteria as required.

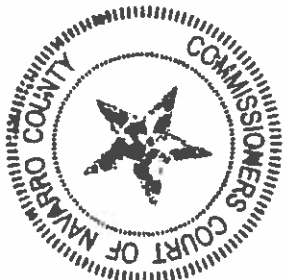
**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS**, that the application for downtown reinvestment tax credits, identified on the attached Exhibit A, is hereby approved.

**PASSED and APPROVED** by majority vote of the Commissioners Court of Navarro County, Texas, this **22nd** day of **February, 2016**.

  
\_\_\_\_\_  
H.M. Davenport, Jr., County Judge

**ATTEST:**

  
\_\_\_\_\_  
Sherry Dowd, County Clerk



2585

# EXHIBIT A

## 2015 REINVESTMENT TAX CREDIT CORSICANA DOWNTOWN REVITALIZATION DISTRICT CORSICANA, TEXAS

February 22, 2016

<u>Property Address</u>	<u>Property Owners</u>	<u>Max. City Tax Credit</u>	<u>Max. Navarro County Tax Credit</u>
316 N. Beaton Street	Alexander & Kimberly Yukon Repairs: Replaced AC units Total Reported: \$2395.00 NCAD Property ID:34763	\$869.17	\$708.01
207 W. 5th Avenue	Ann Marette Repairs: bathroom build out and garage Total Reported: \$8395.21 NCAD Property ID: 56399	\$260.35	\$212.07
123 W. Collin Street	Bobbie Joyce Thedford Repairs: Electrical Total Reported: \$1202.76 NCAD Property ID: 48177	\$279.73	\$227.86
215 E. 5th Avenue	Carolyn McCombs Repairs: AC units Total Reported: \$4334.00 NCAD Property ID:35034	\$628.39	\$511.87
109 S. Beaton Street	Charles Williams Barber Shop Repairs: Foundation level, flooring, bathroom Total Reported: \$11121.47 NCAD Property ID: 40149	\$209.11	\$170.33
101 N. Beaton Street	Corsicana Tower, LLC. Repairs: Roof, fire escape, flooring Total Reported: \$14989.75 NCAD Property ID: 40120	\$4,001.75	\$3,259.72
401 N. Beaton Street	Daniel Hudson Repairs: Façade paint Total Reported: \$975.00 NCAD Property ID: 40126	\$281.49	\$229.29



<b>124 W. 5th Avenue</b>	<b>Darrell Raines</b> Repairs: Front entrance and door Total Reported: \$1580.25 NCAD Property ID: 40100	<b>\$251.01</b>	<b>\$204.46</b>
<b>114 N. Beaton Street</b>	<b>Darrell Raines</b> Repairs:Awning and window repair Total Reported: \$2000.00 NCAD Property ID: 40161	<b>\$337.75</b>	<b>\$275.12</b>
<b>423 N. Main Street</b>	<b>DenJon Investments</b> Repairs: Fence, door, underground tunnel, pipes Total Reported: \$3940.28 NCAD Property ID: 52859	<b>\$169.28</b>	<b>\$137.89</b>
<b>100 N. Main Street</b>	<b>Dick Martinson</b> Repairs: AC units, Total Reported: \$19,151.25 NCAD Property ID: 26491	<b>\$2,195.20</b>	<b>\$1,788.15</b>
<b>210-220 E. 4th Avenue</b>	<b>Ed Erwin</b> Repairs:Loft renovations Total Reported: \$21,233.00 NCAD Property ID: 35003-35004	<b>\$551.31</b>	<b>\$449.08</b>
<b>124 W. Collin Street</b>	<b>Energy Control, LLC.</b> Repairs: Windows, vandalism, downspouts Total Reported: \$2100 NCAD Property ID: 40175	<b>\$1,201.09</b>	<b>\$978.37</b>
<b>108 S. Beaton Street</b>	<b>James T. Hale</b> Repairs: Repair and repaint facade Total Reported: \$1949.00 NCAD Property ID: 40114	<b>\$407.68</b>	<b>\$332.09</b>
<b>201 N. Beaton Street</b>	<b>James T. Hale</b> Repairs: Repair and replace windows Total Reported: \$637.00 NCAD Property ID: 35033	<b>\$501.76</b>	<b>\$408.72</b>
<b>120 W. 6th Avenue</b>	<b>James T. Langham</b> Repairs: 2500 sq ft of flooring Total Reported: \$11328.58 NCAD Property ID: 40119	<b>\$1,487.72</b>	<b>\$1,211.85</b>
<b>323 N. Beaton Street</b>	<b>Joe Brooks</b> Repairs: Foundation leveling & flooring Total Reported:\$8668.04	<b>\$206.04</b>	<b>\$223.77</b>

NCAD Property ID: 35013

<b>117 S. Beaton Street</b>	<b>John Pallanich</b> Repairs: New Roof, and gutters Total Reported: \$21,072.71 NCAD Property ID: 53241	<b>\$599.10</b>	<b>\$488.01</b>
<b>202 N. Beaton Street</b>	<b>John Yates</b> Repairs: Maintenance and repairs- AC/flooring Total Reported: \$2835.47 NCAD Property ID: 40096	<b>\$1,036.95</b>	<b>\$844.67</b>
<b>216 N. Beaton Street</b>	<b>John Yates</b> Repairs: Renovation to lofts Total Reported: \$16,188.89 NCAD Property ID: 40090	<b>\$344.96</b>	<b>\$281.00</b>
<b>104 S. Beaton Street</b>	<b>Joseph Thomas Guest Trust</b> Repairs: Renovation of lofts Total Reported: \$1067.51 NCAD Property ID: 40112	<b>\$305.20</b>	<b>\$248.60</b>
<b>112 W. Collin Street</b>	<b>Judy Riley</b> Repairs: Façade paint, gutters, electrical Total Reported: \$2400 NCAD Property ID: 40169	<b>\$831.10</b>	<b>\$676.99</b>
<b>226 N. Commerce Street</b>	<b>Keith Berry</b> Repairs: Façade paint and maintenance Total Reported: \$829.23 NCAD Property ID: 35025	<b>\$326.27</b>	<b>\$265.77</b>
<b>118 W. Collin Street</b>	<b>Kyle Glicksman</b> Repairs: façade paint and flooring Total Reported: \$3207.41 NCAD Property ID: 40173	<b>\$250.88</b>	<b>\$204.36</b>
<b>100 W. 3rd Avenue</b>	<b>Kyle Hobratchk</b> Repairs: Repaint façade and windows Total Reported: \$2609.40 NCAD Property ID: 35052	<b>\$699.45</b>	<b>\$569.76</b>
<b>309 N. Beaton Street</b>	<b>Lowell Olsen Dunn</b> Repairs: Exterior doors and cabinets Total Reported: \$3436.27 NCAD Property ID: 35017	<b>\$955.98</b>	<b>\$778.71</b>
<b>308 S. Beaton Street</b>	<b>Matthew Wallen</b> Repairs: Roofing	<b>\$780.36</b>	<b>\$635.66</b>

Total Reported:\$4125.00  
NCAD Property ID: 40596

<b>214 N. Beaton Street</b>	<b>Rebecca Tomberlin</b> Repairs: New roof Total Reported: \$17,920.79 NCAD Property ID: 40091	<b>\$523.71</b>	<b>\$426.60</b>
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<b>222 N. Beaton Street</b>	<b>Slamn Jmmbn Opportunities, LLC.</b> Repairs: Flooring Total Reported: \$876.00 NCAD Property ID:40087	<b>\$196.56</b>	<b>\$160.12</b>
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Total:	<b>\$25,430.58</b>	<b>\$16,908.90</b>
Reported Investment Amount:	<b>\$192,569.27</b>	

**TOTAL NAVARRO COUNTY TAX CREDIT FOR CDRD FOR 2015:**

Total Navarro County Tax Credit	<b>\$16,908.90</b>
Total Reinvestment Reported	<b>\$192,569.27</b>

**TOTAL NAVARRO COUNTY TAX CREDIT FOR CDRD FOR 2014:**

Total Navarro County Tax Credit	<b>\$11,939.88</b>
Total Reinvestment Reported	<b>\$104,375.41</b>

# 10 2589  
**FULL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** NAVARRO CO. CONST. PCT. 1  
**Reporting Date:** 01/01/2016  
**TCOLE Agency Number:** 349101  
**Chief Administrator:** MICHAEL K. DAVIS  
**Agency Contact Information:** Phone: 903-654-2580  
Email: [mdavis@navarrocounty.org](mailto: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: 01/01/2016

Submitted electronically to the



**The Texas Commission on Law Enforcement**

**FULL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** NAVARRO CO. CONST. PCT. 2  
**Reporting Date:** 01/01/2016  
**TCOLE Agency Number:** 349102  
**Chief Administrator:** DAVID L. FOREMAN  
**Agency Contact Information:** Phone: 903-396-7681  
Email: [jdsf@airmail.net](mailto:jdsf@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: 01/01/2016

Submitted electronically to the



**The Texas Commission on Law Enforcement**

#12

2590



# The Texas Commission on Law Enforcement

## TCOLE RACIAL PROFILING AGENCY REPORT WIZARD



**You have chosen to report Fully Exempt from Racial Profiling Reporting.**

Step 1: Please verify the following mandatory information and add contact information for questions by the general public about your Agency's report:

Department Name: NAVARRO CO. CONST. PCT. 3

Agency Number: 349103

Chief Administrator Name: NICOLE MCI Nicole McMahan

Input By: NICOLE MCMAHAN

Contact information released to the General Public for Questions about Report (you must provide at least one form of contact):

Telephone: 903-879-1497

Email address: navarro navarroconstable3@gmail.com

Leave telephone and email blank if the General Public should only contact your Agency by mail for questions about your report.

Mailing address: 200 N. Wacc

Address Line 2: po box 473

City: Dawson

State Abbreviation: TX Zip Code: 76639

Your racial profiling report has already been submitted. You may update your contact information that appears on this form by clicking the "Update contact information" button below.

*Nicole McMahan*

**FULL EXEMPTION RACIAL PROFILING REPORT**

**Agency Name:** NAVARRO CO. CONST. PCT. 4  
**Reporting Date:** 01/01/2016  
**TCOLE Agency Number:** 349104  
**Chief Administrator:** TOMMY L. GRANT  
**Agency Contact Information:** Phone: 903-357-0158  
Email: [tgrant9971@yahoo.com](mailto: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: 01/01/2016

Submitted electronically to the



**The Texas Commission on Law Enforcement**

#14

2592



# Texas Department of Transportation

4777 US Highway 80 East • Mesquite, Texas 75150-6643 • (214) 320-6100

February 9, 2016

The Honorable H.M. Davenport, Jr.  
County Judge  
Navarro County  
300 West Third Avenue, Suite 102  
Corsicana, Texas 75110

RE: CSJ: 0918-18-129  
CR SE 120 at Rush Creek  
NBI Structure #: 181750AA0352001  
Bridge Replacement

Dear Judge Davenport,

Attached for your use is a fully executed original Local Project Advance Funding Bridge Agreement (LPAFA) between the Texas Department of Transportation and Navarro County for the CR SE 120 at Rush Creek Bridge.

As stated in the LPAFA, the County's share of the project for the preliminary engineering is \$5,100. Please remit a check or warrant payable to the Texas Department of Transportation in the amount of \$5,100 for the bridge replacement at CR SE 120 at Rush Creek in Navarro County.

If you have any project-related questions, please contact James (Travis) Campbell, P.E., at 214-320-4466. If you have any contract-related questions, please contact Polita Flemming at 214-320-4424.

Sincerely,

Mohamed K. Bur, P.E.  
Director of Transportation Planning and Development  
Dallas District

Attachment

map  
CC: Dick Martin – Precinct #2 Commissioner – Navarro County  
Darwin Myers, P.E. – Navarro County Area Office  
James (Travis) Campbell, P.E. – Project Delivery Office  
Project File

### OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



CSJ #: 0918-18-129  
District #: 18-Dallas  
Code Chart 64 #: 50175  
Project: CR SE 0120 at Rush Creek  
NBI Structure #:18-175-0-AA03-52-001  
Federal Highway Administration  
CFDA #: 20.205  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Local Project Advance Funding Agreement (the LPAFA)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State," and Navarro County acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at CR SE 0120 at Rush Creek, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 114335, dated August 27, 2015; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance, which is attached to and made a part of this agreement as Attachment A for the development of the specific programmed replacement or rehabilitation project, called the "Project". The Project is identified in the location map shown as Attachment B, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

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District #: 18-Dallas  
Code Chart 64 #: 50175  
Project: CR SE 0120 at Rush Creek  
NBI Structure #:18-175-0-AA03-52-001  
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## AGREEMENT

### 1. Period of this Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

### 2. Termination of this Agreement

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. The LPAFA may be terminated by the State if the project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

### 3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

### 4. Remedies

Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.

### 5. Scope of Work

The scope of work for this LPAFA is the replacement or rehabilitation of the bridges identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this LPAFA and which are incorporated in this agreement by reference.

### 6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

### 7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established

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procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this LPAFA.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.

**10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

Construction responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.

**12. Project Maintenance**

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

**13. Local Project Sources and Uses of Funds**

- A. A Project Cost Estimate is provided in Attachment D, Estimate of Direct Costs.

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- B. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The Local Government participation is based upon the State's estimate of the eligible work at the time this LPAFA is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.
- D. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E. After execution of this LPAFA, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G. If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

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- H. Whenever funds are paid by the Local Government to the State under this LPAFA, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this LPAFA.
- L. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to thirty-four percent (34%).
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this LPAFA.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
14. **Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**
- A. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, Estimate of Direct Costs, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a PWP and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the EMPs. Attachment C to this LPAFA shows a list of EMPs under this LPAFA.
- B. **Project Cost Estimate for PWP.** Attachment D to this LPAFA shows the estimated direct preliminary engineering, construction engineering, and construction costs for the PWP in total and local match fund participation being waived or partially waived.
- C. **Credit against EMP Work.** Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit will be reflected in Attachment D to this LPAFA.
- D. **Responsibilities of the Local Government on EMPs**
1. The Local Government shall be responsible for all engineering and construction, related costs, and compliance with all applicable state and federal environmental regulations and permitting requirements.
  2. The structural or safety improvement work on the EMPs shall be performed subsequent to the final execution of this LPAFA but within three (3) calendar years after the earliest contract award of the related PWP.
  3. Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMPs shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related to those items, whichever is longer. A notice of completion of work on the EMPs shall be delivered to the State's District Engineer no later than thirty (30)

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calendar days after work is completed on the EMPs. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

- 4. Failure by the Local Government to adequately complete the EMPs within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- E. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State one-hundred percent (100%) of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and one-hundred percent (100%) of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County Judge  
Navarro County  
Navarro County Courthouse  
300 West Third Avenue  
Corsicana, Texas 75110

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

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**17. Lobbying Certification**

The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.

**18. Incorporation Master Agreement Provisions**

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

**19. Local Government Restrictions**

In the case that the local government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**20. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**21. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop\\_dbe\\_mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop_dbe_mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of



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Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 22. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

## 23. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

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<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>

- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is:  
<https://www.sam.gov/portal:public> SAM
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website  
<http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**24. Single Audit Report**

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at  
[http://www.txdot.gov/inside-txdot/office\\_audit\\_contact.html](http://www.txdot.gov/inside-txdot/office_audit_contact.html).
- C.** If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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**25. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.


**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT – NAVARRO COUNTY**

By:   
H. M. Davenport, Jr.  
County Judge  
Navarro County

Date: November 23, 2015

**THE STATE OF TEXAS**

By:   
Gregg A. Freeby, P.E.  
Director, Bridge Division  
Texas Department of Transportation

Date: 1-15-16

2604

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**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**



2605

ATTACHMENT A

## NAVARRO COUNTY COMMISSIONERS' COURT

Jason Grant - Precinct 1

Dick Martin - Precinct 2

David "Butch" Warren - Precinct 3

James Olsen - Precinct 4

601 North 13<sup>th</sup> Street, Suite 5

Corsicana, TX 75110-4672

Julie Ferguson

Administrative Coordinator

Phone (903) 654-3030

Fax (903) 874-6053

### RESOLUTION

The State of Texas  
County of Navarro

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at RUSH CREEK, on SE CR 0120, National Bridge Inventory (NBI) Structure Number 181750AA0352001, Local Designation Number AA175-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 114335 dated August 27, 2015. Control-Section-Job (CSJ) Number 0918-18-129; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 3.4 percent.

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$15,647.45 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.


THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:


LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CRSE 0120 at Rush Creek 18-175-0-AA03-52-001	No	Replace existing wooden bridge with new comparable structure.	\$ 15,647.45

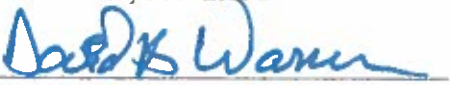
BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 23rd day of November, 2015, by the Navarro County Commissioners Court.

By:   
H.M. Davenport  
County Judge

By:   
Dick Martin  
Commissioner, Precinct 2

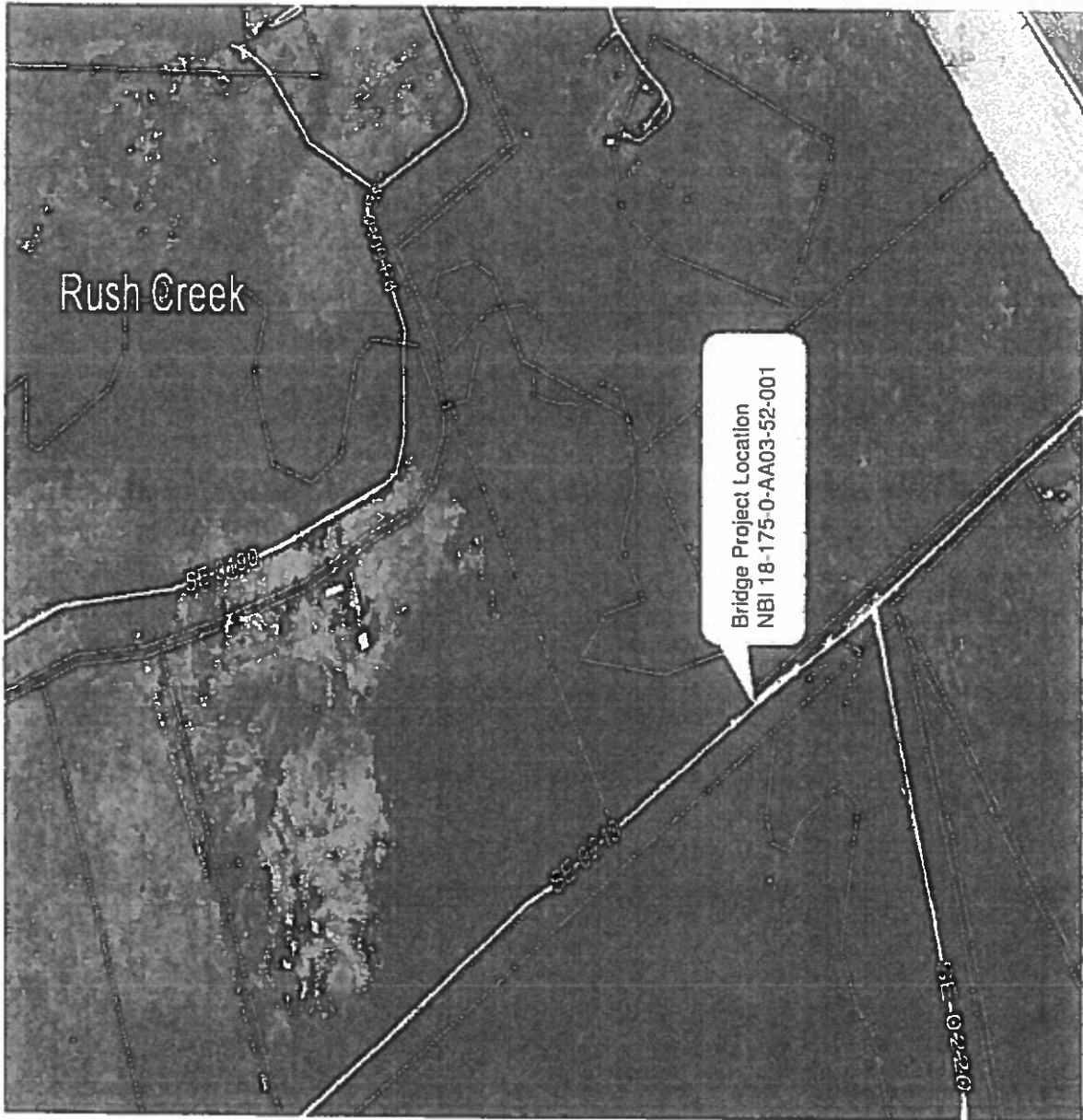
By:   
Butch Warren  
Commissioner, Precinct 3

By:   
Jason Grant  
Commissioner, Precinct 1

By:   
James Olsen  
Commissioner, Precinct 4

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**ATTACHMENT B  
PROJECT LOCATION MAP**







CSJ #: 0918-18-129  
 District #: 18-Dallas  
 Code Chart 64 #: 50175  
 Project: CR SE 0120 at Rush Creek  
 NBI Structure #:18-175-0-AA03-52-001  
 Federal Highway Administration  
 CFDA #: 20.205  
 Not Research and Development

**ATTACHMENT D  
 ESTIMATE OF DIRECT COSTS**

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$150,000.00</u>	
<del>Ten Percent (10%) or EDC Adjusted three-</del> four (3.4%) Percent of PE for Local Government Participation		<u>(3) \$5,100</u>
Construction	<u>\$282,428.00</u>	
Engineering and Contingency (E&C)(9.84%)	<u>\$27,791.00</u>	
The Sum of Construction and E&C	<u>(2) \$310,219.00</u>	
<del>Ten Percent (10%) or EDC Adjusted three-</del> four (3.4%) Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$10,547.45</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$15,647.45</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) N A</u>
Total Project Direct Cost	<u>(1+2) \$460,219.00</u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on  
Attachment C. N/A

5/16

2011

TEXAS HISTORICAL COMMISSION  
*real places telling real stories*

February 1, 2016

The Honorable H.M. Davenport, Jr.  
Navarro County Judge  
300 West Third Avenue, Suite 102  
Corsicana, TX  
75110

Re: *Navarro County Courthouse Round VII Supplemental Funding*

Dear Judge Davenport:

Congratulations! At its quarterly meeting in San Antonio on January 29, 2016, the Texas Historical Commission voted to award your county supplemental funding to your Texas Historic Courthouse Preservation Program Round VII construction grant.

The Commission acknowledges the increase in fees associated with delays to the project outside the county's control. A local cash match equal to the supplemental grant award must be provided.

The amount of \$24,453 has been awarded as supplemental funding for the following:

- *Additional Architecture Fees Associated with Project Delays due to Change in Fire Suppression System Requirements by the City of Corsicana and Unforeseen Structural Repairs*

An Amended Source of Funds Statement (Attachment A) will be required and is enclosed, and includes the original grant award and the two supplemental grants awarded in 2015 and this award in 2016. Please sign the amended statement and return to your interim reviewer, Brit Barr. As soon as the statement has been received, the supplemental funds will be available to you when work on the above items is completed and 10 percent will be held until final completion of the project.

Thank you for your continued commitment to the restoration of the historic Navarro County courthouse.

Sincerely,

Sharon Fleming, AIA  
Director, Texas Historic Courthouse Preservation Program

cc: The Honorable Robert Birdwell, 900 Austin Avenue, Suite 500, Waco, TX, 76701  
The Honorable Byron Cook, P.O. Box 1397, Corsicana, TX, 75151  
Mark Wolfe, Executive Director, THC



2612

**TEXAS HISTORICAL COMMISSION**  
**TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM**  
**ROUND VII - FUNDING AGREEMENT**  
Dated February 1, 2016

A grant award of \$ 4,439,997 was made by the Texas Historical Commission on January 27, 2012 and a supplemental award of \$325,000 on January 29, 2015, a second supplemental award of \$269,912 on October 30, 2015 and a third supplemental award of \$24,453 for Round VII of the Texas Historical Courthouse Preservation Program for the Restoration of the Navarro County Courthouse (Project) as described in Attachment C, Scope of Work.

The funding agreement between the Texas Historical Commission and Navarro County is hereby amended as follows:

1. Delete the current Article IV, Section 4.01 and replace it with the following:  
  
*The amount of the grant under this Program that is subject to this Agreement shall be \$5,059,362. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.*

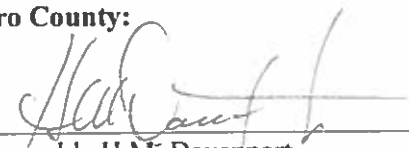
2. Delete the figures in the Source of Funds Statement and Verification (Attachment A) and replace with:

(state share) =	\$ 5,059,362
(local share) =	<u>\$ 5,896,882</u>
Estimated total project cost =	\$ 10,956,244

All other provisions of this contract shall remain unchanged and in full force and effect.

The terms of this contract and the amendment thereto are accepted by the parties to the contract. Persons signing are expressly authorized to obligate the parties to the terms of this contract and the amendment thereto.

Approved on this the 22 day of February 2016.

**Navarro County:**  
  
By:   
The Honorable H.M. Davenport  
County Judge  
Navarro County  
300 West Third Avenue  
Coriscana, Texas 75110

**Texas Historical Commission:**  
  
By: \_\_\_\_\_  
Mark Wolfe  
Executive Director  
Texas Historical Commission  
P.O. Box 12276  
Austin, Texas 78711



## Agreement for Information Technology Products and Services

Government Records Services, Inc.  
Navarro County, Texas

This agreement for information technology products and services ("Agreement") is entered into by and between Government Records Services, Inc. (a Xerox company), 8600 Harry Hines Blvd., Dallas, TX 75235 ("Xerox"), and Navarro County, a government entity in the State of Texas ("Client"), 800 North Main, Corsicana, TX 75110. Xerox and Client (each individually a "party" and collectively the "parties") agree as follows:

- SERVICES** Xerox agrees to provide to Client the information technology products, software, and related materials ("System") and perform for Client the services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- TERM** This three (3) year Agreement will become effective on \_\_\_\_\_ ("Effective Date") and shall continue through \_\_\_\_\_, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree to extend this Agreement for two (2) additional one (1) year periods ("Extended Term"), subject to the termination provisions of this Agreement. At the end of any Extended Term, the parties may extend this Agreement by mutual agreement for an additional five (5) year period, subject to the termination provisions of this Agreement.
- PAYMENT** Client agrees to pay Xerox for the System and Services in accordance with the payment provisions set forth in Schedule A. Xerox shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Xerox will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Xerox will provide receipts or other reasonable documentation.
- TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Xerox may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Xerox is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Xerox for payment of those taxes.
- DELIVERY AND ACCEPTANCE** Xerox will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Xerox will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client agrees to provide Xerox with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

**7. CONFIDENTIALITY** With respect to information relating to Client's business which is confidential and clearly designated as confidential or proprietary ("Client Confidential Information"), Xerox will instruct Xerox personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Xerox information that Xerox regards as confidential. However, Xerox shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Xerox; (iii) is independently developed by Xerox outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of providing the Services.

**8. XEROX PROPRIETARY INFORMATION** Client agrees that Xerox methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Client, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

**9. USE OF CONFIDENTIAL INFORMATION** Xerox and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Xerox subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.

**10. SYSTEM OWNERSHIP AND USE RIGHTS** The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Customer or developed, conceived, or acquired by Xerox, Xerox employees, or by the authorized agents or subcontractors of Xerox as a part of the Services, including derivative works (individually and collectively "Xerox Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Xerox Intellectual Property shall vest solely in Xerox. Client understands and agrees that all Xerox Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Xerox. The provisions of this Section shall survive termination of this Agreement.

**11. OWNERSHIP, USE, AND RETURN OF DATA** All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Xerox or otherwise coming into the possession of Xerox in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

**12. DATA BACKUP** Prior to Xerox providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Xerox of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Xerox. If Xerox is unable to recover any or all lost or corrupted data, the responsibility and liability of Xerox for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Xerox shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Customer will be responsible for the integrity and content of data contained in the System. Under no circumstances will Xerox be responsible for the loss of Client data or software.

**13. SOFTWARE LICENSE** Xerox hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Xerox Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Xerox represents and warrants that Xerox possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Xerox Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Xerox Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Xerox Intellectual Property without prior written authorization by Xerox; and will not export any Xerox software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

**14. THIRD PARTY HARDWARE AND SOFTWARE** Any hardware and third-party software components provided by Xerox as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software shall be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Xerox to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Xerox makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

**15. INSURANCE** If Xerox performs any of the Services on Client premises, Xerox agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Xerox will provide evidence of coverage on a standard ACORD form certificate of insurance.

**16. RISK OF LOSS OR DAMAGE TO HARDWARE** Xerox will bear the risk of loss or damage to any hardware while in transit to Customer installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Xerox, its employees, agents, representatives, or subcontractors.

**17. PERFORMANCE AND SYSTEM WARRANTIES** Xerox warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Xerox will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

**THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.**

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Xerox; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client.

If any component of the System is believed to be defective, Customer shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Xerox shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

**18. SOFTWARE WARRANTY** Xerox warrants that during the Term any application software components of the System that are developed and owned by Xerox (including customized software components) and furnished to Client by Xerox under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Xerox. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Xerox software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Xerox; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.



**19. FORCE MAJEURE** Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

**20. TORT AND PROPERTY DAMAGE CLAIMS** Each party shall defend, indemnify, and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any Client or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

**21. LIMITATIONS OF LIABILITY**

**NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.**

**XEROX SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT XEROX HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

**EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO XEROX UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO XEROX DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.**

**22. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Xerox and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

**23. TERMINATION FOR BREACH OR DEFAULT BY XEROX** If Xerox materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Xerox of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

**24. TERMINATION FOR BREACH OR DEFAULT BY CUSTOMER** If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Xerox may terminate this Agreement for breach. Termination by Xerox shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

**25. TERMINATION FOR LOSS OF FUNDING** This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Xerox if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

**26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES** Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

**Agreement for Information Technology Products and Services**



**27. RELATIONSHIP OF THE PARTIES** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Xerox and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Xerox shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

**28. NOTICES TO PARTIES** Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Xerox:

Government Records Services, Inc.  
8600 Harry Hines Blvd., Suite 300  
Dallas, TX 75235

Attention: Louis Schiavone, Jr.  
Group Managing Director

To Customer:

Navarro County  
800 North Main  
Corsicana, TX 75110

Attention: Sherry Dowd  
County Clerk

With a copy to:

Government Records Services, Inc.  
8260 Willow Oaks Corporate Drive  
Fairfax, VA 22031

Attention: Contracts Department

**29. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

**30. ASSIGNMENT AND SUBCONTRACTING** This Agreement shall be binding on the parties and each party's successors and assigns. Xerox may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Xerox. Any other attempt to make an assignment without prior written consent of the Client shall be void. Xerox may provide for the delivery of all or part of the Services through the use of subcontractors. Xerox shall notify Customer of work being performed by any subcontractor that performs work on the premises of Customer and shall ensure that the insurance requirements that apply to Xerox under this Agreement apply to and are complied with by each subcontractor.

**31. INJUNCTIVE RELIEF** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Xerox; or solicitation of Xerox employees or business customers may not be adequate for protection of Xerox, and accordingly Xerox shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

**Agreement for Information Technology Products and Services**



**32. CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

**33. WAIVER OR FOREBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

**34. HEADINGS** The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

**35. GOVERNING LAW** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas without reference to the principles of conflict of laws.

**36. ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of Xerox and the Client have executed this Agreement.

**Government Records Services, Inc.**

**Navarro County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Louis Schiavone, Jr.  
Name

H. M. DAUENPORT, Jr.  
Name

Group Managing Director  
Title

NAVARRO Co. Judge  
Title

## SCHEDULE A STATEMENT OF WORK

This Statement of Work is incorporated in the Agreement for Products and Services ("Agreement") by and between Government Records Services, Inc. ("Xerox") and Navarro County ("Client").

### A. SCOPE OF SERVICES

#### XEROX RESPONSIBILITIES

Xerox shall perform the following Services for Client:

1. Install and implement the current version of the 20/20 Perfect Vision © Software, the Xerox open architecture land records document management, imaging, and workflow software (the "System"), at the Client's site located at 800 North Main, Corsicana, TX 75110.
2. Xerox will be responsible for the design, development, management, installation, training, acceptance, and support of the Software.
3. The installation will be customized to include the following System modules and functions:
  - Recording
  - Cashiering
  - Indexing
  - Imaging
  - Searching
  - Retrieval
  - Reporting
  - Local public access
  - Web Distribution
  - Workflow functions (Xerox will adjust workflow parameters, as appropriate).
4. Xerox will convert all existing Client index data and image data to the System as part of the installation services.
5. Xerox will be responsible for the initial education and training on the System. Initial education and training shall include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
6. Xerox will perform all on-going support of the System, including hardware and software, during the term of this Agreement.
7. Xerox will be responsible for replacing any damaged Xerox-owned equipment or providing insurance to cover the cost of replacing the equipment.
8. Xerox will install, service, and maintain all Xerox-owned equipment (listed in the table below) and software installed at the Client's site during the term of this Agreement.
9. Xerox will receive monthly Real Property image transfers from Client and create 16mm microfilm for images where the original is 11" x 17" or less.

**Agreement for Information Technology Products and Services**

10. Xerox will provide Full Service Indexing for Client. The index will be created from images downloaded from the Client and will be loaded back onto the Client's 20/20 System.

**HARDWARE CONFIGURATION**

Component	Quantity	Description
Dell PowerEdge T320 Tower	1	Image and Data Base Server
APC SmartUPS 1500 LCD	1	UPS for Server
Fujitsu FI-7260	1	Duplex Flatbed Scanner
Fujitsu FI-7160	1	Duplex Scanner
Dell OptiPlex 9020 Small Form Factor w/ 23" LCD	6	Public Workstations
Dell OptiPlex 9020 Small Form Factor w/ 23" LCD	3	Cashiering Workstations
Axiohm 760	3	Receipt Printer/Validators
TPG	3	Cash Drawers
Hewlett Packard LaserJet M604DN	1	Networked Duplex Laser Printer
Hewlett Packard LaserJet M604TN	1	Networked Laser Printers
APC Back-UPS 550	3	UPS for Scanning and Cashiering Workstations
APC SurgeArrest Performance	6	Power Strips for Public Workstations
Dell PowerConnect X1026 Switch	1	Network Switch
Cisco ASA 5505	1	Firewall Appliance
Verbatim 2TB EXT HD	1	External Hard Drive
Seagate 1TB Drives	6	Backup USB Drives

**SOFTWARE**

Microsoft Windows 2012 Server Standard  
 Microsoft SQL Server 2014  
 Microsoft Windows 7 Professional  
 McAfee Endpoint Virus Protection  
 Novastor Backup Server  
 SYMANTEC GHOST Suite  
 PDF Factory Pro Server  
 Commissioners Court OCR  
 20/20 Records Manager, Imaging, Indexing, and Cashiering

*Equipment configurations are subject to technology advances and changes in vendor availability.*

**CLIENT RESPONSIBILITIES**

1. Client understands and agrees that successful implementation of the Software requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to be responsible for purchasing, installing and managing all necessary anti-virus protection software and anti-virus software updates on the Client server and all Client networked PC workstations.

**Agreement for Information Technology Products and Services**

3. Client agrees to allow Xerox to schedule a Xerox support person to be on the Client site for all installations.
4. Client will provide printer ribbons, toner cartridges, printer paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Xerox.
5. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
6. Client will create any record books.
7. Client will package and deliver to Xerox the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
8. Client will provide a medium speed connection to the internet (DSL, Cable, etc.) of sufficient bandwidth to do database replication and support.
9. Xerox will allow Client to interconnect the Client PC network and the Xerox system network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
  - a) Client will be fully responsible for restoring the System in the event of virus disruption.
  - b) In the event of downtime determined by Xerox to have been caused by virus contamination of the System or traceable by Xerox to Client-installed software, Client agrees to pay Xerox for restoration of the system at the current Xerox hourly labor rate (\$150 per hour on the Effective Date of the Agreement and subject to change to reflect increased costs of labor and materials).

**B. ACCEPTANCE AND TESTING**

1. Client shall have ten (10) business days after notification by Xerox that the System is ready for acceptance to inspect and accept the System delivered and installed by Xerox or decline to accept the System. If Client declines to accept all or any part of the System, Client will provide Xerox a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
2. Client will indicate acceptance of the System in writing. However, if client fails to decline to accept the System and deliver a written list of deficiencies to Xerox within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.
3. Client understands and agrees that minor defects (i.e, defects that do not inhibit the System from operating in substantial accordance with Xerox specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Xerox as part of ongoing warranty or maintenance of the System.

**C. PAYMENT AND RATES**

Xerox will invoice Navarro County on a monthly basis for the Services based on the following price schedule.

Services	Price
20/20 Land Records Management System (for sixty months)	\$4,325.00 per month
Full Service Indexing	\$3.50 per document
Commissioners Court OCR	\$150.00 per month
<p>Additional 20/20 Offices:</p> <ul style="list-style-type: none"> <li>• Commissioners Court</li> <li>• Plats</li> <li>• Births Index</li> <li>• Deaths Index</li> <li>• Marriage Index</li> </ul> <p><i>Image to film, book supplies and index prints not included.</i></p>	No Charge
<b>Internet Pricing</b>	
<p>Internet hosting services for land and maps are included at no charge to the Client, and the Client agrees that Xerox may charge a minimum of \$1.00 per page for public access to and printing of document images. All revenue will be split equally between Xerox and the Client (50% Client - 50% Xerox). If the Client discontinues approval of this arrangement for fee collection, Xerox will discontinue the service or negotiate with the Client for an additional fee that the Client will pay to Xerox to continue the service.</p> <p>The Client has the following options with respect to payment of the 50% Client share of revenue received by Xerox for public access to and printing of documents:</p> <ul style="list-style-type: none"> <li>(a) The Client can use this revenue as a credit to offset the fees due from Client to Xerox for the month in which the Internet hosting charges are collected by Xerox; or</li> <li>(b) Xerox can remit this revenue to the Client on a monthly basis via check.</li> </ul> <p>If the Client elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Xerox, Xerox will retain the excess Client share of revenue (rather than remit the balance to the Client) to offset any difference that would otherwise be owed to Xerox in subsequent months. However, Xerox will retain a credit balance no longer than twelve</p>	



**Agreement for Information Technology Products and Services**



<p>(12) months from the month in which the Internet hosting charges are collected by Xerox. If the Client does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Xerox to the Client via check.</p> <p>Client understands and agrees that Xerox exercises no control over, and shall have no responsibility or liability for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. Further, Xerox and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services.</p>	
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2026



THOMSON REUTERS

# Order Form

Contact your representative [brandon.campbell@thomsonreuters.com](mailto:brandon.campbell@thomsonreuters.com) with any questions. Thank you.

Order ID: 760493

### Subscriber Information

**Account Address:**

Account #: 1003940122  
HIDTA - NORTH TEXAS  
MIKE TATSCH  
8404 ESTERS BLVD STE 100  
IRVING, TX 75063  
US  
972-915-9552

**Shipping Address:**

Account #: 1003940122  
HIDTA - NORTH TEXAS  
MIKE TATSCH  
8404 ESTERS BLVD STE 100  
IRVING, TX 75063  
US  
972-915-9552

**Billing Address:**

Account #: 1003940122  
HIDTA - NORTH TEXAS  
MIKE TATSCH  
8404 ESTERS BLVD STE 100  
IRVING, TX 75063  
US  
972-915-9552

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

### Renewals

#### Online/Practice Solutions/Software

Svc Mat #	Renewed Product (s)	Deal Id or Agreement # when applicable	Program Details	Program Code	Current Monthly Charges	Renewal Term (Months)	Term Increases
41011154	CLEAR INVESTIGATOR				\$1083.15	12 Months	7% yr 1
41667581	CLEAR INCARCERATION & ARREST GATEWAY				\$95.00	12 Months	7% yr 1

### Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Charges designated above.

Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw or CLEAR data or Practice Solutions services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The percent increases appear in the Term Increases column.

### Post Renewal Terms

When this Renewal Term expires the following will apply.

If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

# RECEIVED

FEB 17 2016

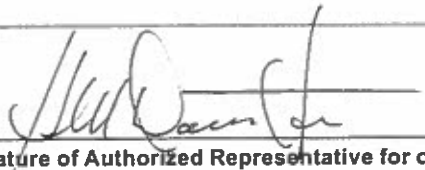
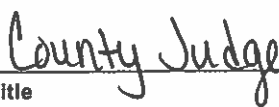

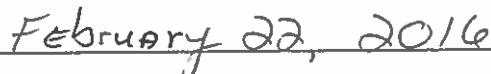
For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

NAVARRO COUNTY  
AUDITOR'S OFFICE

Signature for Order ID: 760493

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

	
Signature of Authorized Representative for order	Title
	
Printed Name	Date

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THOMSON REUTERS

### Attachment

Contact your representative [brandon.campbell@thomsonreuters.com](mailto:brandon.campbell@thomsonreuters.com) with any questions. Thank you.

Order ID: 760493

#### Payment and Shipping Information

Payment Method:  
Payment Method: WestAccount  
Account Number: 1003940122

Shipping Information:  
Shipping Method: Ground Shipping - U.S. Only

#### Additional Information

Created By: 0154000  
Order Source: 27  
Revenue Channel: 01  
Order Date: 2/9/2016 10:33:39 AM  
P.O. Number:

#### Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Mike	Tatsch	Mike.Tatsch@texomahidta.org	Order Confirmation Contact	28

#### Office Use Only

OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=a193bee5d060435e9ecc2e8a4a1d1b33&isofview=yes>

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Navarro County  
November 30, 2015  
2016 Monthly Financial Report

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	Budget	November	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	14,407,000.00	1,779,166.29	1,813,662.73
Other	5,780,297.00	142,344.44	318,111.95
<b>Total Revenues</b>	<b>20,187,297.00</b>	<b>1,921,510.73</b>	<b>2,131,774.68</b>
<b>Expenditures</b>			
Commissioner's Court	98,189.00	10,164.89	16,469.65
Planning & Development	263,085.00	28,555.18	46,210.28
County Clerk	667,194.00	55,306.68	93,269.82
Veterans' Service	23,768.00	1,824.56	3,649.12
Non Departmental	2,359,820.00	329,048.73	414,072.67
Information Systems	169,185.00	12,228.80	23,007.88
HAVA	18,500.00	0.00	0.00
Elections	247,069.00	36,004.51	79,025.99
Courthouse	1,298,283.00	63,453.04	98,801.88
Historical Commission	7,000.00	0.00	0.00
Extension	238,318.00	23,741.79	37,910.58
County Judge	316,194.00	32,026.98	53,351.02
County Court-at-Law	774,141.00	47,378.15	85,119.53
District Court	606,530.00	60,176.58	108,515.76
District Clerk	564,949.00	44,049.45	82,100.88
JP Pct 1	217,270.00	26,958.39	43,475.99
JP Pct 2	213,598.00	23,376.89	39,773.53
JP Pct 3	209,561.00	19,237.69	35,636.57
JP Pct 4	215,580.00	23,668.68	40,431.82
District Attorney	1,015,916.00	97,083.04	169,777.08
Law Library	6,924.00	107.55	236.46
County Auditor	507,976.00	37,294.15	72,144.37
County Treasurer	169,540.00	14,846.55	27,847.75
Tax Assessor/Collector	566,880.00	49,126.28	92,478.91
County Jail	5,470,113.00	470,795.03	888,077.04
Constable Pct 1	46,701.00	3,892.54	7,194.66
Constable Pct 2	47,952.00	4,300.18	8,106.24
Constable Pct 3	46,749.00	3,687.04	7,530.78
Constable Pct 4	44,210.00	4,057.74	7,325.54
County Sheriff	3,898,736.00	322,253.48	590,643.62
Sheriff Communications	856,898.00	74,238.20	129,044.55
Highway Patrol	103,159.00	15,423.83	23,863.25
License & Weights	3,400.00	0.00	168.00
Emergency Management	70,600.00	26,111.35	32,179.55
CSCD	8,878.00	749.18	1,498.36
Juvenile	108,936.00	8,657.35	15,518.12
Indigent Health Care	500,000.00	0.00	0.00
<b>Total Expenses</b>	<b>21,981,802.00</b>	<b>1,969,824.48</b>	<b>3,374,457.25</b>
<b>General Net</b>	<b>(1,794,505.00)</b>	<b>(48,313.75)</b>	<b>(1,242,682.57)</b>

Navarro County  
November 30, 2015  
2016 Monthly Financial Report

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	Budget	November	YTD
<b>Flood Control:</b>			
<b>Revenues</b>			
Property Taxes	269,500.00	32,264.38	32,880.42
Other	5,000.00	385.31	785.66
<b>Total Revenues</b>	<b>274,500.00</b>	<b>32,649.69</b>	<b>33,666.08</b>
<b>Expenditures</b>			
Flood Control Net	(133,500.00)	27,879.69	25,896.08
<b>Debt Service:</b>			
<b>Revenues</b>			
Property Taxes	581,000.00	72,485.89	73,891.33
Other	700.00	17.67	23.55
<b>Total Revenues</b>	<b>581,700.00</b>	<b>72,503.56</b>	<b>73,914.88</b>
<b>Expenditures</b>			
Debt Service Net	529,283.00	0.00	0.00
	52,417.00	72,503.56	73,914.88
<b>Road &amp; Bridge Pct. 1:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	96,560.82	98,424.85
State of TX	34,500.00	0.00	10,796.42
Vehicle Registration	215,000.00	9,887.50	18,872.50
Fines & Forfeitures	105,000.00	0.00	0.00
Other	1,500.00	27.46	62.35
<b>Total Revenues</b>	<b>1,140,000.00</b>	<b>106,475.78</b>	<b>128,156.12</b>
<b>Expenditures</b>			
Personnel	480,015.00	41,582.18	78,697.28
Supplies	494,500.00	63,608.41	79,942.02
Other Services & Charges	154,040.00	16,673.56	18,457.38
Capital Outlay	102,345.00	8,265.44	11,416.77
<b>Total Expenses</b>	<b>1,230,900.00</b>	<b>130,129.59</b>	<b>188,513.45</b>
Road & Bridge Pct. 1 Net	(90,900.00)	(23,653.81)	(60,357.33)
<b>Road &amp; Bridge Pct. 2:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	96,560.82	98,424.84
State of TX	34,500.00	0.00	10,796.41
Vehicle Registration	215,000.00	9,887.50	18,872.50
Fines & Forfeitures	105,000.00	0.00	0.00
Other	2,000.00	89.75	203.89
<b>Total Revenues</b>	<b>1,140,500.00</b>	<b>106,538.07</b>	<b>128,297.64</b>
<b>Expenditures</b>			
Personnel	563,711.00	57,006.84	104,625.90
Supplies	470,000.00	79,006.62	83,210.65
Other Services & Charges	211,500.00	9,027.82	13,645.88
Capital Outlay	152,365.00	6,695.09	10,001.28
<b>Total Expenses</b>	<b>1,397,576.00</b>	<b>151,736.37</b>	<b>211,483.71</b>
Road & Bridge Pct. 2 Net	(257,076.00)	(45,198.30)	(83,186.07)

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Navarro County  
November 30, 2015  
2016 Monthly Financial Report

	Budget	November	YTD
<b>Road &amp; Bridge Pct. 3:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	96,560.80	98,424.82
State of TX	34,500.00	0.00	10,796.41
Vehicle Registration	215,000.00	9,887.50	18,872.50
Fines & Forfeitures	105,000.00	0.00	0.00
Other	2,000.00	46.18	117.92
<b>Total Revenues</b>	<b>1,140,500.00</b>	<b>106,494.48</b>	<b>128,211.65</b>
<b>Expenditures</b>			
Personnel	599,588.00	52,452.11	96,419.97
Supplies	400,623.00	40,381.08	54,149.73
Other Services & Charges	191,800.00	5,615.14	11,011.55
Capital Outlay	45,127.00	0.00	0.00
<b>Total Expenses</b>	<b>1,237,138.00</b>	<b>98,448.33</b>	<b>161,581.25</b>
<b>Road &amp; Bridge Pct. 3 Net</b>	<b>(96,638.00)</b>	<b>8,046.15</b>	<b>(33,369.60)</b>
<b>Road &amp; Bridge Pct. 4:</b>			
<b>Revenues</b>			
Property Taxes	784,000.00	96,560.81	98,424.84
State of TX	34,500.00	0.00	10,796.41
Vehicle Registration	215,000.00	9,887.50	18,872.50
Fines & Forfeitures	105,000.00	0.00	0.00
Other	3,000.00	141.10	324.86
<b>Total Revenues</b>	<b>1,141,500.00</b>	<b>106,589.41</b>	<b>128,418.61</b>
<b>Expenditures</b>			
Personnel	556,385.00	39,578.09	79,407.17
Supplies	765,000.00	136,122.26	169,406.98
Other Services & Charges	181,400.00	5,003.87	11,750.85
Capital Outlay	98,732.00	0.00	0.00
<b>Total Expenses</b>	<b>1,601,517.00</b>	<b>180,704.22</b>	<b>260,565.00</b>
<b>Road &amp; Bridge Pct. 4 Net</b>	<b>(460,017.00)</b>	<b>(74,114.81)</b>	<b>(132,146.39)</b>
<b>Capital Projects:</b>			
<b>Revenues</b>			
State of TX	0.00	0.00	0.00
Other	0.00	161.48	520.32
<b>Total Revenues</b>	<b>0.00</b>	<b>161.48</b>	<b>520.32</b>
<b>Expenditures</b>			
Supplies	0.00	0.00	0.00
Other Services & Charges	0.00	21,041.67	104,923.57
Capital Outlay	0.00	315,142.14	665,367.91
<b>Total Expenses</b>	<b>0.00</b>	<b>336,183.81</b>	<b>770,291.48</b>
<b>Capital Projects Net</b>	<b>0.00</b>	<b>(336,022.33)</b>	<b>(769,771.16)</b>

**Navarro County**  
**Combined Indebtedness**  
**For the Month Ending 11/30/15**

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Description	Due To	Beginning Balance 11/01/15	New Additions	November Payment	YTD Payments	Ending Balance 11/30/15
2014 General Obligation Bond	Citibank	7,500,000.00	0.00	0.00	0.00	7,500,000.00
Netcom Recorder NCSO Dispatch Government Capital		10,793.97	0.00	0.00	0.00	10,793.97
<b>Total General Fund</b>		<b>7,510,793.97</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7,510,793.97</b>
Motorgrader, Truck Trailer	Prosperity Bank	171,188.14	0.00	3,165.86	6,323.84	164,864.30
2012 Cat Motorgrader	Welch State Bank	95,071.25	0.00	2,110.85	4,220.81	90,850.44
2010 Motorgrader	Caterpillar Financial Service	3,150.77	0.00	0.00	3,150.77	0.00
John Deere Tractor/Mower	Prosperity Bank	117,348.75	0.00	2,090.12	4,174.61	113,174.14
<b>Total Road &amp; Bridge Pct. 1</b>		<b>386,758.91</b>	<b>0.00</b>	<b>7,366.83</b>	<b>17,870.03</b>	<b>368,888.88</b>
2013 Motorgrader	Welch State Bank	101,992.68	0.00	3,212.70	6,421.18	95,571.50
2012 Cat Motorgrader	Welch State Bank	78,135.81	0.00	3,088.25	6,162.24	71,973.57
<b>Total Road &amp; Bridge Pct. 2</b>		<b>180,128.49</b>	<b>0.00</b>	<b>6,300.95</b>	<b>12,583.42</b>	<b>167,545.07</b>
2006 Trail King Trailer	Welch State Bank	29,073.70	0.00	0.00	0.00	29,073.70
<b>Total Road &amp; Bridge Pct. 3</b>		<b>29,073.70</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,073.70</b>
Tractors and Mowers	Prosperity Bank	143,249.69	0.00	3,712.97	7,416.72	135,832.97
<b>Total Road &amp; Bridge Pct. 4</b>		<b>143,249.69</b>	<b>0.00</b>	<b>3,712.97</b>	<b>7,416.72</b>	<b>135,832.97</b>
<b>General Fund</b>		<b>7,510,793.97</b>				
Road & Bridge Pct. 1		368,888.88				
Road & Bridge Pct. 2		167,545.07				
Road & Bridge Pct. 3		29,073.70				
Road & Bridge Pct. 4		135,832.97				
<b>Total O/S Debt For All Funds</b>		<b>8,212,134.59</b>				



#21

2433



# Change Order Proposal

**ARCHITECT:**  
1113 Architects, Inc.  
1506 South Elm Street  
Georgetown, TX 78626

**Project:** Navarro County Courthouse

**Proposal Number:** 061

**Date of Issuance:** 1-19-16

**Date of Contract:** 12-23-13

**Owner:** Navarro County  
300 West 3<sup>rd</sup> Ave  
Corsicana, TX 75110

**Architect Project No.** NAV-1009

**Contractor Proj. No.** 13-1352

*This is not a change order or a directive to proceed with the work described in the proposed modifications.*

## DESCRIPTION:

Restore main courthouse entry stairs.

Repoint Granite Joints (546 lf @ \$10.00/lf):	\$ 5,460.00
Replace Sealant Joints (48 lf @ \$5.00/lf):	\$ 240.00
Replace Expansion Joint with Ceva Joint (24 lf @ \$60.00/lf):	\$ 1,440.00
Paint Handrails (32 hr @ \$42.00/hr):	\$ 1,344.00
Misc. Paint Material:	<u>\$ 192.00</u>

Subtotal:	\$ 8,676.00
Phoenix I OH&P:	<u>\$ 1,301.40</u>

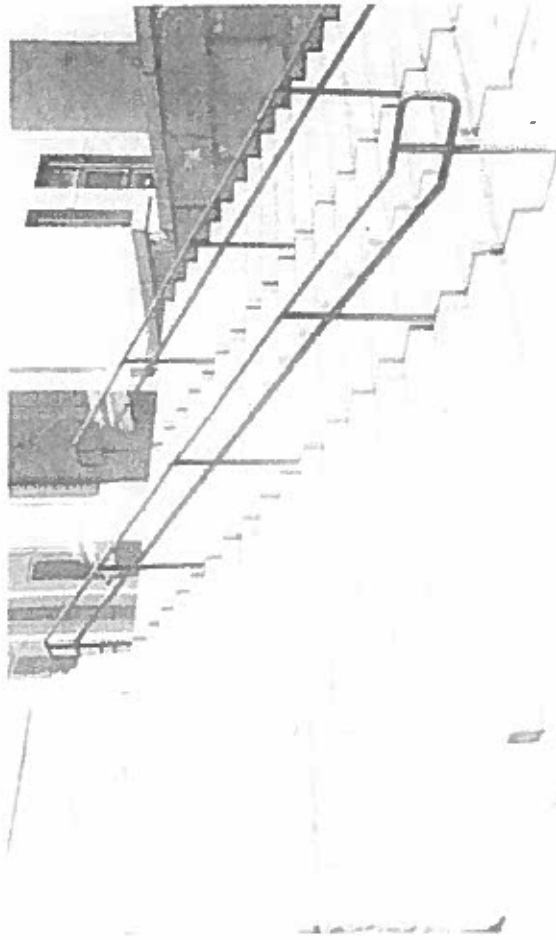
**Total Proposal Amount:** \$ 9,977.40

Approved By 1113: \_\_\_\_\_ Date: \_\_\_\_\_

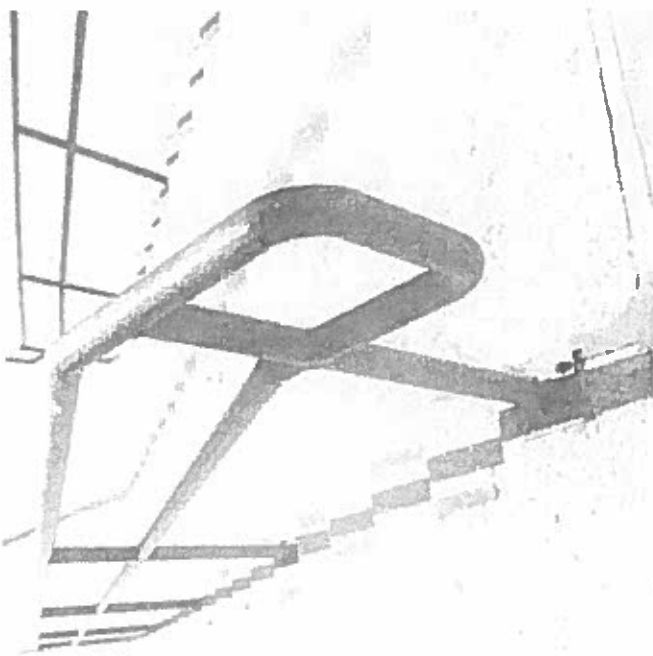
  
Approved By Navarro County: \_\_\_\_\_ Date: 2-22-16

NAVARRO C.C.H. MAIN ENTRANCE

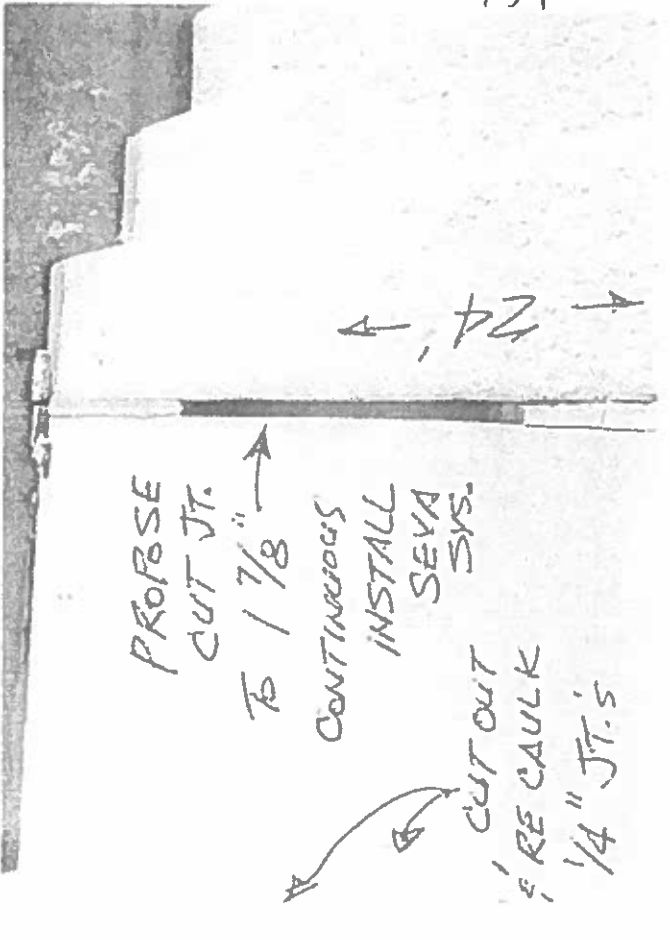
2434



18 STEPS



CUT & REPAINT ALL JOINTS — APPROX. 546 LF



PROPOSE CUT JT.

To 1 7/8" →

CONTINUOUS

INSTALL

SEVA

SYS.

← 24 →

CUT OUT

RE CAULK

1/4" JT.'s

12" TREAD 6" RISER

2035

# AIA Document G701™ - 2001

## Change Order

<b>PROJECT</b> (Name and address): Restoration and Renovation of the Navarro County Courthouse 300 West 3rd Avenue Corsicana, TX 75110	<b>CHANGE ORDER NUMBER:</b> 018 <b>DATE:</b> 2-19-16	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Phoenix I Restoration and Construction, Ltd. 14032 Distribution Way Farmers Branch, Texas 75234	<b>ARCHITECT'S PROJECT NUMBER:</b> NAV-1009 <b>CONTRACT DATE:</b> December 23, 2013 <b>CONTRACT FOR:</b> General Construction 50-13-1352	

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 COP # 061 - Main Entry Courthouse Stairs - \$9,977.49  
 COP # 062 - Restore lintels at Basement - \$3,027.95

TOTAL - \$ 13,005.35

The original Contract Sum was	\$ 8,915,500.00
The net change by previously authorized Change Orders	\$ 881,592.70
The Contract Sum prior to this Change Order was	\$ 9,797,092.70
The Contract Sum will be increased by this Change Order in the amount of	\$ 13,005.35
The new Contract Sum including this Change Order will be	\$ 9,810,098.05

The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is 730 days from commencement

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

1113 Architects, Inc	Phoenix I Restoration and Construction, Ltd.	Navarro County
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
1506 S. Elm Street, Georgetown, Texas 78626	14032 Distribution Way, Farmers Branch, Texas 75234	300 West 3rd Avenue, Corsicana, TX 75110
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
(Typed name)	Dale C. Sellers (Typed name)	Judge H.M. Davenport (Typed name)
<b>DATE</b>	2-19-16 <b>DATE</b>	2-22-16 <b>DATE</b>



2036

## Change Order Proposal

**ARCHITECT:**  
1113 Architects, Inc.  
1506 South Elm Street  
Georgetown, TX 78626

**Project:** Navarro County Courthouse

**Proposal Number:** 062

**Date of Issuance:** 1-19-16

**Date of Contract:** 12-23-13

**Owner:** Navarro County  
300 West 3<sup>rd</sup> Ave  
Corsicana, TX 75110

**Architect Project No.** NAV-1009

**Contractor Proj. No.** 13-1352

*This is not a change order or a directive to proceed with the work described in the proposed modifications.*

### DESCRIPTION:

Restore steel lintels at Basement entry.

Replace Light Fixtures (3 ea @ \$525.00/ea):	\$ 1,575.00
Restore/Paint Lintels (22 hr @ \$42.00/hr):	\$ 924.00
Misc. Material:	\$ 134.00

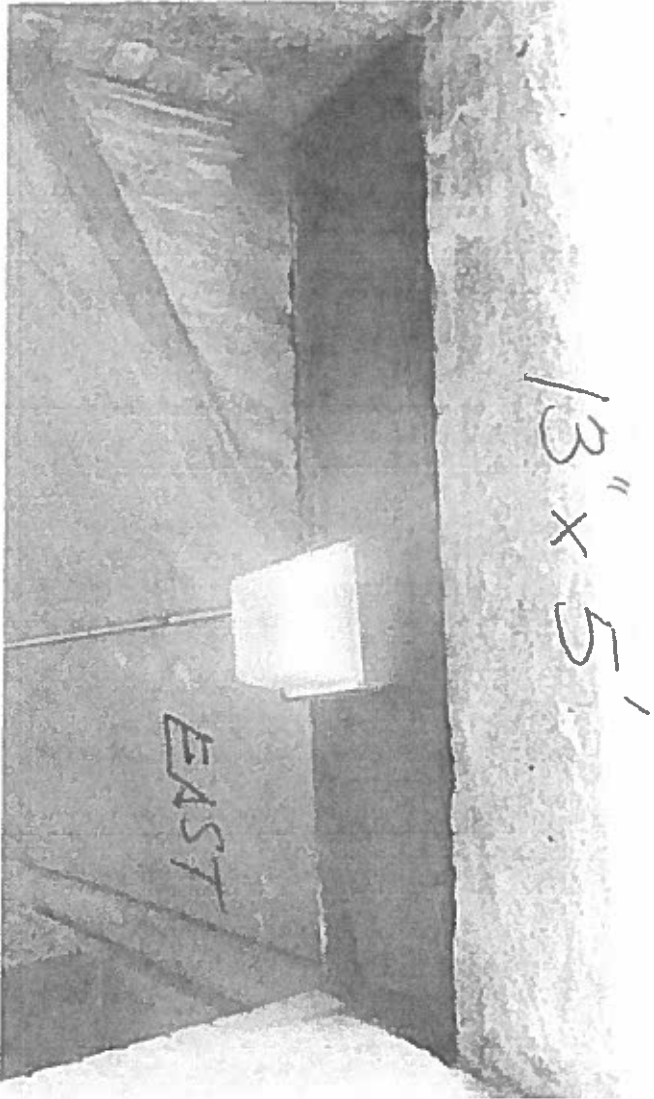
Subtotal:	\$ 2,633.00
Phoenix I OH&P:	\$ 394.95

<b>Total Proposal Amount:</b>	<b><u>\$ 3,027.95</u></b>
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Approved By 1113: \_\_\_\_\_ Date: \_\_\_\_\_

  
Approved By Navarro County: \_\_\_\_\_ Date: 2-22-16

**Phoenix I Restoration and Construction, Ltd.**  
14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)



NON HISTORIC MTL LINTLE



BASEMENT ENTRANCE



# Madden Electric Services Inc.

DATE: 1/19/16

Attention: KYLE MONCRIEF

Reference: NAVARRO CCH

We are pleased to offer our Proposal for performing additional electrical work associated with the above referenced project. **\$1,575.00**

**We have included the following:**

- 1. Install 3 new LED light fixtures at Basement entry - \$525.00 per each

**The following clarifications pertain to this proposal.**

- 1. Pricing based on the following:
  - a. Pricing good for 30 days due to material price fluctuations

Respectfully Submitted,  
**Madden Electrical Services, Incorporated**

***John Madden***

V.P. Madden Electric Services Inc.

9870 North Poetry Lane, Terrell, Texas 75160  
 Metro (214) 221-0151.....Phone/Fax (972) 524-4449  
 HUB #1752658076000 / WBE #WFWB62897N0317 / TECL #25060  
[www.maddenelectricalservicesinc.com](http://www.maddenelectricalservicesinc.com)

2439



# Change Order Proposal

**ARCHITECT:**

1113 Architects, Inc.  
1506 South Elm Street  
Georgetown, TX 78626

**Project:** Navarro County Courthouse

**Proposal Number:** 063-R1

**Date of Issuance:** 2-19-16

**Date of Contract:** 12-23-13

**Owner:** Navarro County  
300 West 3<sup>rd</sup> Ave  
Corsicana, TX 75110

**Architect Project No.** NAV-1009

**Contractor Proj. No.** 13-1352

*This is not a change order or a directive to proceed with the work described in the proposed modifications.*

**DESCRIPTION:**

Furnish and install new jury box for Courtroom 105 and new jury deliberation table for Room 106.

<b>Subcontractor Price (Quote Attached):</b>	<b>\$ 5,530.00</b>
<b>Stain/Finish Labor (45 hr @ \$42.00/hr):</b>	<b>\$ 1,890.00</b>
<b>Misc. Material:</b>	<b>\$ <u>235.00</u></b>
<b>Subtotal:</b>	<b>\$ 7,655.00</b>
<b>Phoenix I OH&amp;P:</b>	<b>\$ <u>1,148.25</u></b>
 <b>Total Proposal Amount:</b>	 <b>\$ <u>8,803.25</u></b>

Approved By 1113: \_\_\_\_\_ Date: \_\_\_\_\_

*[Signature]*  
Approved By Navarro County: \_\_\_\_\_ Date: 2-22-16

## Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)

