

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 14TH DAY OF AUGUST, 2006 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE ALAN BRISTOL, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JOHN PAUL ROSS.

- 1. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
- 2. PRAYER BY COMMISSIONER HOLT
- 3. PUBLIC COMMENTS-JAMES BENNETT SE 2220 NEEDS TO BE CLOSED OR PUT BATHROOM IN
- 4. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF JULY 24TH, 2006 AND AUGUST 9, 2006 BY ROSS SEC BY HOLT
ALL VOTED AYE
- 5. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR BY HOLT SEC BY ROSS
ALL VOTED AYE
- 6. MOTION TO APPROVE REPORT FROM DIRECT ENERGY BY ROSS SEC BY BALDWIN
ALL VOTED AYE
- 7. MOTION TO TABLE DIRECT ENERGY PROPOSAL BY ROSS SEC BY HOLT
ALL VOTED AYE
- 8. MOTION TO APPROVE PRESENTATION-ALLSTATE SUPPLEMENTAL INSURANCE BY ROSS SEC BY HERRINGTON
ALL VOTED AYE
- 9. MOTION TO APPROVE POLICY FOR EMPLOYEES ASSIGNED TO THE NORTH TEXAS HIDTA PROGRAM BY HOLT SEC BY HERRINGTON
TO WIT *40 page 280-282*
ALL VOTED AYE
- 10. DISCUSSION OF WORK ON COURTHOUSE --REPORT BY JUDGE BRISTOL OF CURRENT WORK BEING DOING ON COURTHOUSE

11. MOTION TO APPROVE BUDGET AMENDMENT FOR ADDITIONAL FEMA WILDFIRE REIMBURSEMENT BY ROSS SEC BY HOLT TO WIT 40 @ page 283
ALL VOTED AYE
12. MOTION TO APPROVE OLD AIRPORT PROPERTY AGREEMENT IN PRECINCT #2 BY HOLT SEC BY HERRINGTON TO WIT 40 @ page 284
ALL VOTED AYE
13. MOTION TO APPROVE REPORT ON CURRENT BURN AND DROUGHT CONDITIONS FROM ERIC MYERS BY ROSS SEC BY BALDWIN
ALL VOTED AYE
14. BURN BAN TO REMAIN IN EFFECT
15. MOTION TO APPROVE ROAD EASEMENT FROM MAGELLAN PIPELINE LP IN PRECINCT #4 ON CR 2080 IS IN PRECINCT #1 NOT 4 BY ROSS SEC BY HERRINGTON TO WIT 40 @ page 285-287
ALL VOTED AYE
16. MOTION TO APPROVE REPORT FROM TEXAS ASSOCIATION OF COUNTIES (INSURANCE CREDIT OF \$73,261) BY ROSS SEC BY HERRINGTON TO WIT 40 @ page 288
ALL VOTED AYE
17. MOTION TO APPROVE TAX REPORT FROM PEGGY B. MOORE BY HERRINGTON SEC BY BALDWIN TO WIT 40 @ page 289-293
ALL VOTED AYE
18. MOTION TO CERTIFY TAX ROLL BY HOLT SEC BY HERRINGTON TO WIT 40 @ page 294
ALL VOTED AYE
19. MOTION TO APPROVE APPOINTMENTS OF DEBBIE TAYLOR, LINDA DENBOW, LISA WEST AND DEANNE DAVIS TO THE NAVARRO COUNTY CHILD WELFARE BOARD BY HERRINGTON SEC BY BALDWIN
ALL VOTED AYE
20. MOTION TO APPROVE TAX ABATEMENT FOR GUARDIAN INDUSTRIES ON EXPANSION PROJECT ONLY FOR A TERM OF TEN (10) YEARS A FIFTY (50%) LEVEL OF ABATEMENT BY ROSS SEC BY HOLT TO WIT 40 @ page 295-300
ALL VOTED AYE

21. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY ROSS SEC BY BALDWIN ALL VOTED AYE

22. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE SECTION 551.072 TO DISCUSS REAL PROPERTY BY ROSS SEC BY BALDWIN ALL VOTED AYE

23. MOTION TO GO INTO EXECUTIVE PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.071 TO DISCUSS PENDING/ANTICIPATED LITIGATION BY ROSS SEC BY BALDWIN ALL VOTED AYE

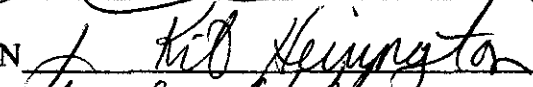
MOTION TO COME OUT OF EXECUTIVE SESSION BY ROSS SEC BY HOLT ALL VOTED AYE

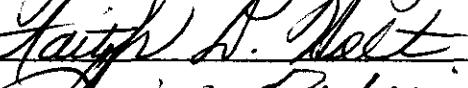
NO ACTION TAKEN

23. MOTION TO ADJOURN BY ROSS SEC BY HOLT ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 28th DAY OF AUGUST 2006.

JUDGE ALAN BRISTOL 

COMR.PCT.1 KIT HERRINGTON 

COMR.PCT.2 FAITH HOLT 

COMR.PCT.3 WILLIAM BALDWIN 

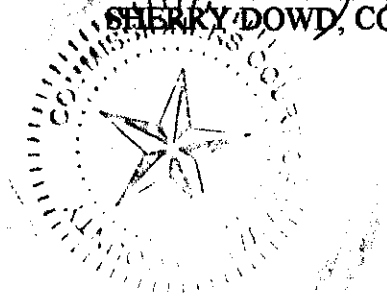
COMR.PCT.4 JOHN PAUL ROSS 

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I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR AUGUST 14TH, 2006

SIGNED 28th DAY OF AUGUST 2006

Sherry Dowd
SHERRY DOWD, COUNTY CLERK





July 20, 2006

Paula J. Welch, County Auditor
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

Dear Paula:

During April 2006 an On-Site Review of the North Texas HIDTA (NT HIDTA) was conducted by the Office of National Drug Control Policy. The NT HIDTA was instructed to monitor and ensure that HIDTA funds are used in a manner that is consistent with the HIDTA Program Policy and Budget Guidance which states "HIDTA funds must be used in compliance with the regulations and policies of the agency receiving the HIDTA funds. No exemptions to established agency policies are permitted by unilateral action of HIDTA administrators, grantees, or participants."

Attached is the current portion of the NT HIDTA Policies and Procedures Manual regarding vacation and sick leave accrual rates for HIDTA assigned employees. These procedures have been in place since the inception of the HIDTA for HIDTA funded positions. We would like Navarro County to adopt these guidelines to the current Navarro County Personnel Policy Manual for the HIDTA funded positions. If you need any additional information please contact me.

Sincerely,

Mona Neill, Director
North Texas HIDTA

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Employees assigned
To the North Texas
HIDTA Program

Employees that are funded through the HIDTA program and assigned on a full time basis in support of this program are funded on a year to year basis and employees must sign a letter acknowledging these positions would be eliminated if the federal HIDTA funding were terminated. These positions will accrue leave according to the following schedule and terms.

Leave, Overtime & Holiday Policy:

Advance Leave must be approved by the NT HIDTA Director and may not exceed the amount to be earned during that calendar year. Upon termination of an employee, any unused Annual Leave earned for that year will be paid or any advance leave will be deducted from the final paycheck.

Annual Leave and Sick Leave:

Annual leave will be earned and credited per pay period, in an amount equivalent to the Federal employee leave schedule for years of service:

Less than 3 years = 104 hours per year

3-15 years = 160 hours per year

More than 15 years = 208 hours per year

Annual leave must be used by the end of the calendar year, unless extended by written approval of the NT HIDTA Director. To take Annual or Compensatory leave, a Leave Request form must be filled out and signed by the employee, and approved by his/her supervisor.

Sick leave may be accumulated from year to year. Sick leave will be earned and credited per pay period, in the amount equivalent to the Federal employee leave schedule of 104 hours per calendar year. Unused sick leave at the time of employee termination will be lost. Any sick leave used over 16 hours per pay period will require a memo of explanation be submitted with the Time Sheet. A Doctor's receipt may be requested by the Supervisor. Any abuse of sick leave may result in employee termination. A Doctor's Release will be required for employee to return to work after absence due to surgery.

Leave must be taken in minimum 30 minute increments.

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Holiday Pay

Paid holidays will be provided on the same schedule as the Federal Government.

Overtime

No overtime will be authorized for staff employees.

Compensatory Time

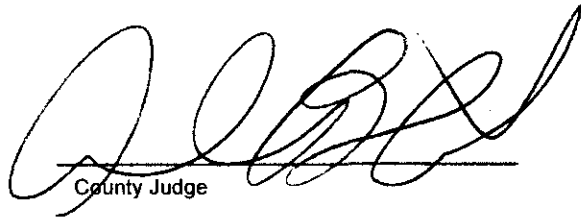
Compensatory Time may be awarded in lieu of overtime pay, at a rate of one-and-one-half hours per hour worked, and is intended for special projects and Supervisor assigned duties (not at the discretion of the employee). Compensatory Time must be approved in writing in advance by the Supervisor, on the Leave Request Form. The actual hours worked should be noted on the monthly Time Sheet. Accumulated compensatory time must be used prior to use of any annual leave

NAVARRO COUNTY, TEXAS
BUDGET AMENDMENT
SUBMITTED FOR APPROVAL AUGUST 14, 2006

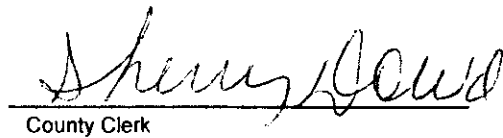
In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2006 Operating Budget are submitted for your consideration and approval:

<u>DEPARTMENT</u>	<u>CATEGORY</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>General Fund</u>			
101-333-065	State of TX - Emergency Mgt	\$ (5,109)	Budget funds from FEMA for wildfires. (Passed through TX DPS)
101-410-466	FEMA Wildfire Reimbursement	<u>5,109</u>	
	Net Budget Adjustment	<u>\$ -</u>	

APPROVED this 14th day of August, 2006


County Judge

ATTEST:


County Clerk

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NAVARRO COUNTY COMMISSIONERS' OFFICE

Kit Herrington - Precinct 1
Faith Holt - Precinct 2
William Baldwin - Precinct 3
John Paul Ross - Precinct 4

300 West Third Avenue, Suite 14
Corsicana, TX 75110-4672

Gail Roman
Administrative Coordinator

Phone: (903) 654-3030

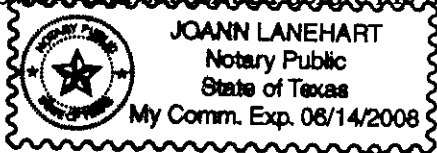
Fax: (903) 874-6053

This is to serve as an agreement between Eugene Schilhab of 502 Poenisch Drive, Corpus Christi, Texas 78412 and Navarro County, Precinct #2. Navarro County, Precinct #2 will lease property referred to as Old Airport, approximately 1-1/2 miles outside of Kerens, Texas. This agreement will extend from October 1, 2006 until September 30, 2007 and roll over on these dates yearly until terminated by a mutual understanding between Eugene Schilhab and Navarro County, Precinct #2. The rental fee will be \$1,400.00 per year beginning October 1, 2006.

Eugene Schilhab
Eugene Schilhab

July 26, 2006
Date

STATE OF TEXAS
COUNTY OF Nueces
Sworn and subscribed before me this 26th day of July, 2005.



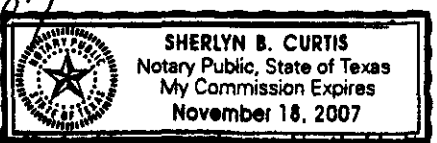
Joann Lanehart
Notary Public in and for the State of Texas

My commission expires: 06-14-2008

Faith D. Holt
Faith D. Holt, Commissioner Precinct #2
Navarro County

August 14, 2006
Date

STATE OF TEXAS
COUNTY OF Navarro
Sworn and subscribed before me this 15th day of August, 2006.



Sherlyn B. Curtis
Notary Public in and for the State of Texas

My commission expires: 11/18/07

Cc: Auditor's Office; Mr. Eugene Schilhab, Commissioner Faith Holt

AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

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Magellan Pipeline Company L.P. ("Magellan") Builder of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County as follows:

I. Magellan is in the process of ~~constructing a~~ ^{maintaining} utility line in Navarro County, Texas and it is necessary to cross certain county roads located in precinct # 7, more fully described on the map attached hereto labeled Exhibit "A" and incorporated herein.

II. In consideration for Navarro County granting this permission through the issuance of a permit to lay a (pipeline, utility line, gas or sewer line) adjacent to or crossing said county roads above described in Navarro County, Texas, Magellan, the Builder, herein warrants, agrees and covenants that all crossings shall be constructed as follows:

All county road crossings shall be (bored) (trenched or cut) and the lines crossing underneath such roads shall be cased or ~~placed in existing casing~~ ^{placed in existing casing}. The entrance and exit points of such utility lines shall be clearly marked by the Builder and utility line shall be placed at a depth no less than ~~existing casing~~ ^{existing casing} underneath the County's bar ditches and road surfaces

Product type: refined petroleum products (unleaded gasoline, diesel fuel, jet fuel)

Is this a new site: No. This is an existing crossing constructed in 1919.

What is the transport route: That part of Magellan's Midland-Corsicana route crossing CR 2080 (CR NW 2080).

SEE ATTACHMENT "A"

III. In consideration of the granting of this permission to lay a (pipeline, utility line, gas or sewer line) adjacent to or across the County's roads, the Builder warrants and covenants that any damages which may be caused to County property as a result of the construction of this easement shall be the responsibility of the Builder and the Builder warrants and covenants that the area where the boring takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The County of Navarro and Magellan, the Builder of this easement, hereby covenant and agree that for purposes of the work described in the above referenced paragraphs and according to the map attached hereto and incorporated herein, liquidated damages for the work herein described shall be One Thousand Dollars (\$1,000) per day, per violation, until such damages have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs. It is further understood and agreed that each crossing, should there be more than one crossing encompassing this Agreement, shall be considered as a separate possible violation per this Agreement and for purposes of assessing damages.

V. County hereby places Magellan, the Builder, on notice and Builder hereby acknowledges that in addition to such damages above stated, the County could assess a

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fine for failure of the Builder to obtain a permit requirement as set forth above, and such fine shall not exceed Five Hundred Dollars (\$500) per permit.

VI. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

VIII. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

LX. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

X. If, as a result of a breach of this Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Agreement, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Agreement

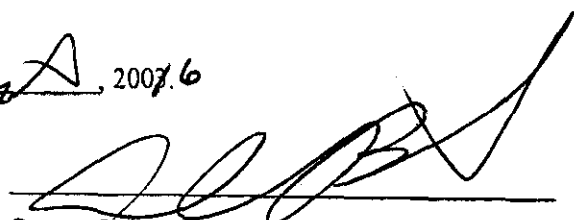
Builder:
 Company Name: Magellan Pipeline Company, L.P.
 Address: One Williams Center
MD 27-5 Tulsa, OK 74172
 Phone Number: 918-574-9393

Navarro County

Precinct # 1

300 West 3rd Avenue, Suite 14
 Corsicana, TX 75110
 903-654-3030

EXECUTED this 14 day of August, 2007⁶



 County Judge

Sworn to and subscribed before me, the undersigned authority, on this

14 day of August, 2007⁶



Notary Public, State of Texas

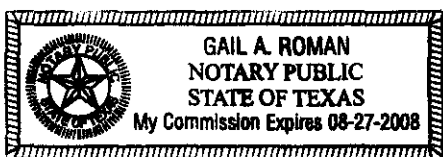
Gail A. Roman

Printed Name

8-27-2008

Commission Expires

(seal)



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Kid Hemington
County Commissioner, Precinct # 1

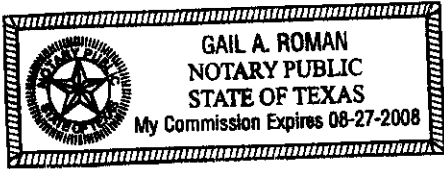
Sworn to and subscribed before me, the undersigned authority, on this

14 day of August, 2008.

Gail A. Roman
Notary Public, State of Texas

Gail A. Roman

(seal)



Printed Name

8-27-2008

Commission Expires

Robert Miller

Builder

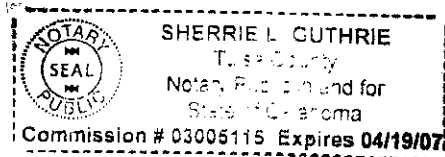
Sworn to and subscribed before me, the undersigned authority, on this

1st day of August, 2008.

Sherrie L. Guthrie
Notary Public, State of ~~Texas~~ Oklahoma

SHERRIE L. GUTHRIE

(seal)



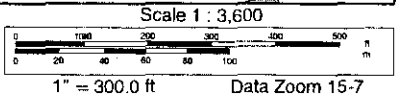
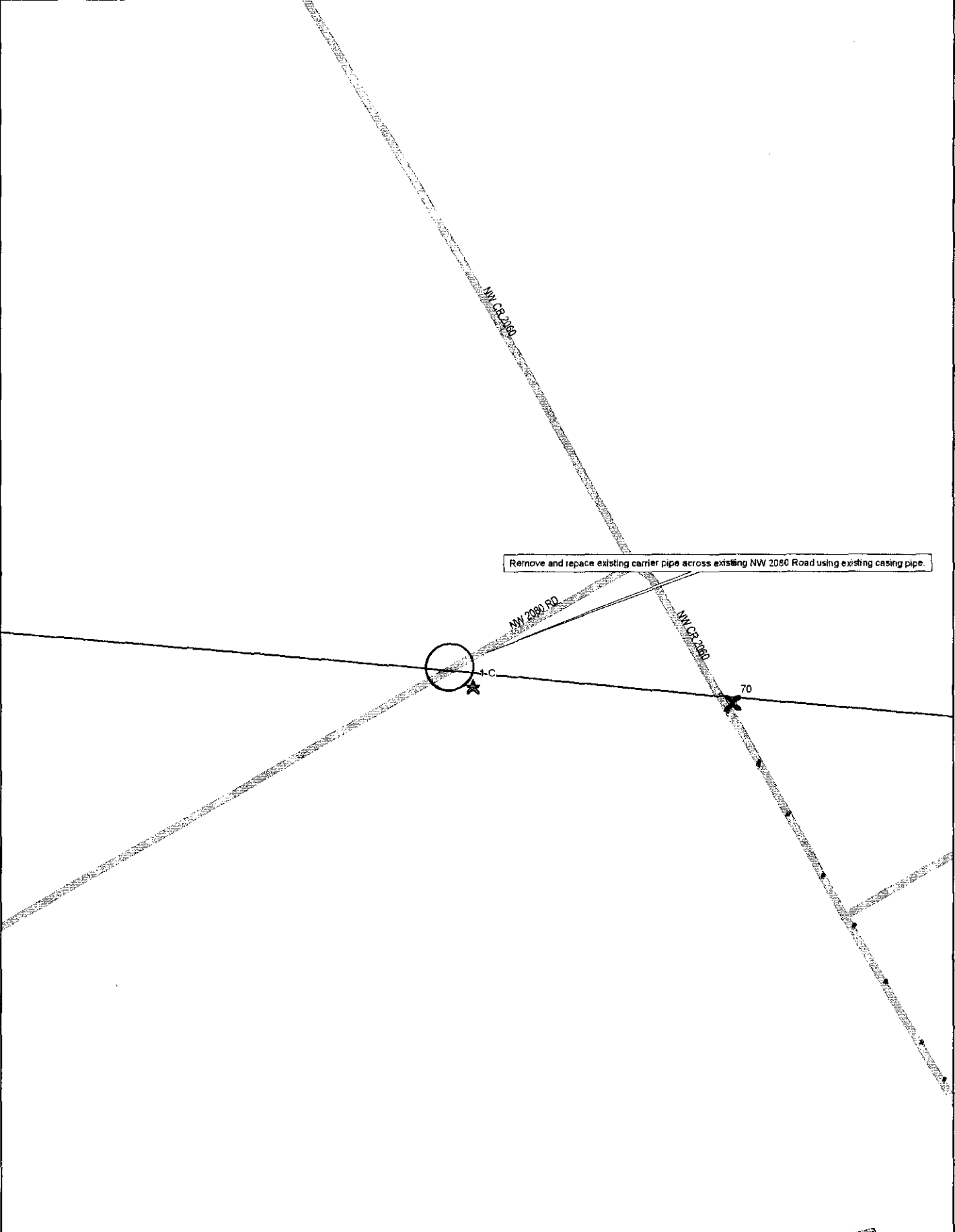
Printed Name

4-19-07

Commission Expires


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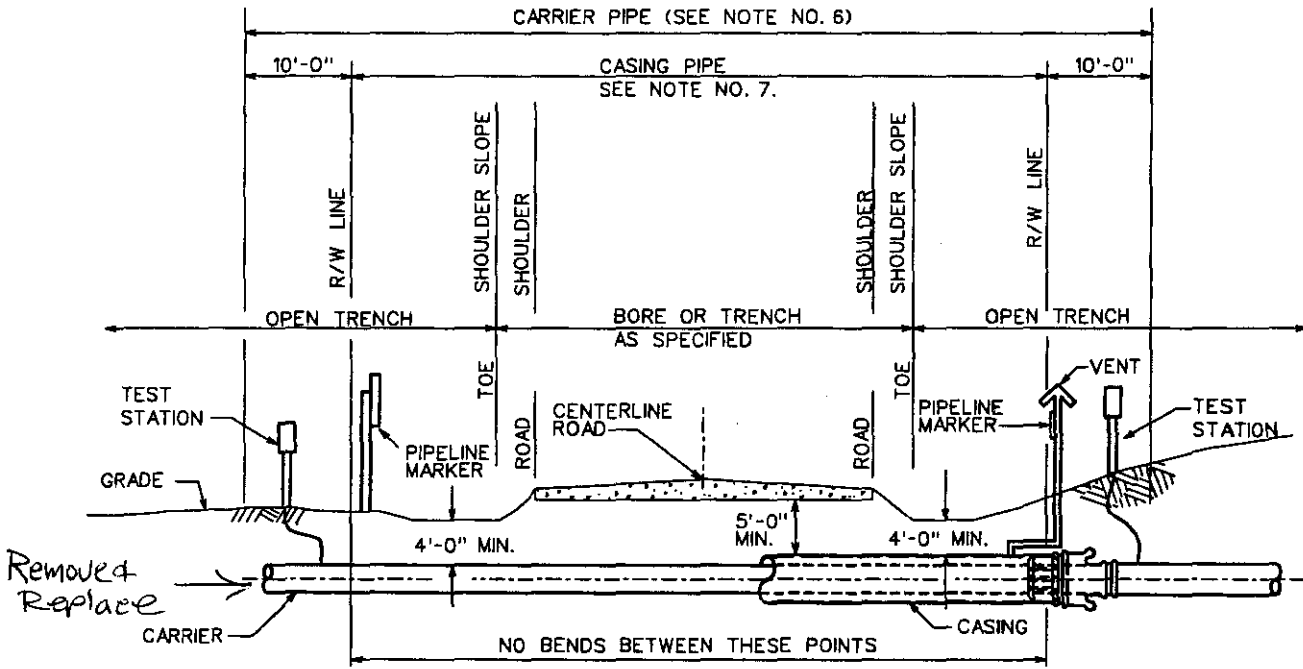
EXHIBIT "A"



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ATTACHMENT "A"

	Energy Services	Engineering Standards	Document Number: DZ-4911	
		Form Revision Number: A	Form Effective Date: 09/20/01	Page: 1 of 2
Document Title: PIPELINE UNDERCROSSING FOR ROADS & HIGHWAYS (CASED AND UNCASD)				



Midland-Corsicana Repair #1

Navarro County, TX
County Road NW 2080

Scope:

- Excavate both ends of casing pipe outside of road right of way.
- Remove existing carrier pipe from existing casing pipe.
- Replace with new pipe, re-affix test leads.
- Restore and revegetate as required.

TEXAS ASSOCIATION *of* COUNTIES COUNTY GOVERNMENT RISK MANAGEMENT POOL

RENEWAL CREDIT PROGRAM

The board of the Texas Association of Counties County Government Risk Management Pool voted to return six million dollars of net income earned in 2005, to active participants in the Pool, through the form of renewal credits. The plan is structured to benefit loyal members that have been proactive in controlling claims. The renewal credits given back to individual participants are based on longevity, contributions and loss experience. To be eligible for the longevity credit, members must have been in the Pool for a full year. To be eligible for the loss experience credit, in addition to being in the Pool for a full year, members must have a loss ratio of less than 90%, when considering claims vs. contributions for the past four years.

These credits will be used to reduce the amount that must be remitted to the Risk Management Pool for renewals occurring during the renewal credit eligibility period of 7/1/06 through 6/30/07.

CREDITS AVAILABLE FOR

NAVARRO COUNTY

UPON RENEWAL OF COVERAGE

<u>Coverage</u>	<u>Renewal Date</u>	<u>Renewal Credit</u>
Auto Liability	1/1/07	\$12,031
General Liability	1/1/07	\$6,538
Public Officials Liability	10/1/06	\$21,243
Law Enforcement Liability	8/1/07	\$33,449
Total Renewal Credit		\$73,261

I, PEGGY BLACKWELL MOORE, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR,
DO HEREBY SWEAR UNDER OATH, THAT THE ATTACHED REPORT IS A TRUE
AND CORRECT REPORT.

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2006

SP

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	105,447.69	-	16,857.71	122,305.40	2,445.59	119,859.81	14,443.55	10,897,426.16
DELINQUENT	6,468.29	-	6,507.19	12,975.48	259.34	12,716.14	3,103.57	%
TOTAL	111,915.98	-	23,364.90	135,280.88	2,704.93	132,575.95	17,547.12	0.97%
STATE								
DELINQUENT								
NAVARRO COLLEGE								LEVY
CURRENT	23,724.02		3,796.34	27,520.36	137.64	27,382.72	3,252.62	2,445,736.73
DELINQUENT	1,812.62	-	1,844.01	3,656.63	18.08	3,638.55	802.82	%
TOTAL	25,536.64	-	5,640.35	31,176.99	155.72	31,021.27	4,055.44	0.97%
CITY OF RICE								LEVY
CURRENT	787.89	-	107.30	895.19	4.48	890.71	24.91	57,216.56
DELINQUENT	2.96		0.85	3.81	0.02	3.79	0.76	%
TOTAL	790.85	-	108.15	899.00	4.50	894.50	25.67	1.38%
CITY OF KERENS								LEVY
CURRENT	5,505.39		855.47	6,360.86	31.81	6,329.05	233.48	179,447.83
DELINQUENT	223.03	-	115.30	338.33	1.69	336.64	54.75	%
TOTAL	5,728.42	-	970.77	6,699.19	33.50	6,665.69	288.23	3.07%
CITY OF CORSICANA								LEVY
CURRENT	42,622.59	-	6,761.00	49,383.59	1,903.37	47,480.22	6,620.28	5,582,659.22
DELINQUENT	4,513.77	-	3,193.83	7,707.60	821.05	6,886.55	1,265.33	%
TOTAL	47,136.36	-	9,954.83	57,091.19	2,724.42	54,366.77	7,885.61	0.76%

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
JULY 2006

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED
CITY OF DAWSON								LEVY
CURRENT	583.92	-	102.44	686.36	28.53	657.83	116.97	58,611.96
DELINQUENT	135.83		95.93	231.76	24.66	207.10	38.29	%
TOTAL	719.75	-	198.37	918.12	53.19	864.93	155.26	1.00%
BLOOMING GROVE ISD								LEVY
CURRENT	16,847.01	-	2,886.53	19,733.54	805.85	18,927.69	2,888.08	1,453,904.18
DELINQUENT	1,580.65		778.11	2,358.76	202.43	2,156.33	417.85	%
TOTAL	18,427.66	-	3,664.64	22,092.30	1,008.28	21,084.02	3,305.93	1.16%
DAWSON ISD								LEVY
CURRENT	7,224.90	-	1,248.19	8,473.09	348.20	8,124.89	1,350.79	817,726.42
DELINQUENT	2,797.30	-	1,348.26	4,145.56	351.07	3,794.49	715.92	%
TOTAL	10,022.20	-	2,596.45	12,618.65	699.27	11,919.38	2,066.71	0.88%
RICE ISD								LEVY
CURRENT	7,221.27		1,100.10	8,321.37	311.11	8,010.26	566.12	947,757.24
DELINQUENT	3,004.31		1,185.98	4,190.29	311.53	3,878.76	787.28	%
TOTAL	10,225.58	-	2,286.08	12,511.66	622.64	11,889.02	1,353.40	0.76%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2006

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	83.71	-	11.00	94.71	3.17	91.54	14.42	12,259.38
DELINQUENT	-	-	-	-	-	-	-	%
TOTAL	83.71	-	11.00	94.71	3.17	91.54	14.42	0.68%
CITY OF EMHOUSE								LEVY
CURRENT	126.19	-	22.71	148.90	6.32	142.58	29.78	7,181.06
DELINQUENT	-	-	-	-	-	-	-	%
TOTAL	126.19	-	22.71	148.90	6.32	142.58	29.78	1.76%
CITY OF RICHLAND								LEVY
CURRENT	280.31	-	47.37	327.68	13.23	314.45	41.82	11,495.55
DELINQUENT	37.11	-	15.32	52.43	4.01	48.42	10.48	%
TOTAL	317.42	-	62.69	380.11	17.24	362.87	52.30	2.44%
CITY OF GOODLOW								LEVY
CURRENT	15.12	-	2.72	17.84	0.76	17.08	3.57	2,525.09
DELINQUENT	-	-	-	-	-	-	-	%
TOTAL	15.12	-	2.72	17.84	0.76	17.08	3.57	0.60%
GRAND TOTAL	231,045.88		48,883.66	279,929.54	8,033.94	271,895.60	36,783.44	YR TO DATE %

MEMO:
 TOTAL COLLECTED 316,712.98
 ROLLBACK TAXES -
 TAX CERTIFICATES 2,210.00

COUNTY	<u>473.05</u>	BARRY	<u> </u>
COLLEGE	<u>88.58</u>	EMHOUSE	<u> </u>
RICE	<u> </u>	RICHLAND	<u> </u>
KERENS	<u> </u>	GOODLOW	<u> </u>
CORSICANA	<u>644.45</u>	*DAWSON	<u>1.67</u>
*BG ISD	<u>(954.34)</u>	*DAWSON ISD	<u>5.55</u>
*RICE ISD	<u>(296.75)</u>		

CURRENT COLLECTED

COUNTY	95.93%
COLLEGE	95.85%
RICE	93.33%
KERENS	94.53%
CORSICANA	97.11%
BARRY	96.44%
EMHOUSE	86.55%
RICHLAND	89.17%
GOODLOW	71.95%
*DAWSON	90.32%
*BG ISD	94.94%
*DAWSON ISD	94.47%
*RICE ISD	92.73%

*BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THESE ENTITIES SEPT 1, 2005

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF JULY 2006

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	88,425.78	14,133.90	102,559.68	2,050.81	100,508.87	12,111.26
ROAD & BRIDGE	15,534.27	2,485.91	18,020.18	360.32	17,659.86	2,129.31
FLOOD CONTROL	1,487.64	237.90	1,725.54	34.46	1,691.08	202.98
TOTAL	105,447.69	16,857.71	122,305.40	2,445.59	119,859.81	14,443.55
DELINQUENT TAXES						
COUNTY	5,289.43	5,233.58	10,523.01	210.57	10,312.44	2,545.01
STATE	-	-	-	-	-	-
ROAD & BRIDGE	1,074.20	1,168.63	2,242.83	44.66	2,198.17	509.77
FLOOD CONTROL	104.66	104.98	209.64	4.11	205.53	48.79
TOTAL	6,468.29	6,507.19	12,975.48	259.34	12,716.14	3,103.57
TOTAL ALLOCATION						
COUNTY	93,715.21	19,367.48	113,082.69	2,261.38	110,821.31	14,656.27
STATE		-		-		-
ROAD & BRIDGE	16,608.47	3,654.54	20,263.01	404.98	19,858.03	2,639.08
FLOOD CONTROL	1,592.30	342.88	1,935.18	38.57	1,896.61	251.77
TOTAL	111,915.98	23,364.90	135,280.88	2,704.93	132,575.95	17,547.12

COUNTY TAX REPORT

Prepared by Gail Smith

Navarro County Tax Office

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NAVARRO COUNTY

PEGGY (BLACKWELL) MOORE, RTA
ASSESSOR AND COLLECTOR OF TAXES
P.O. BOX 1070
CORSICANA, TEXAS 75151-1070
pmoore@navarrocounty.org



MONDAY - FRIDAY
8:00 A.M. - 4:30 P.M.
(903) 654-3080 TAX OFFICE
(903) 654-3081 AUTO
(903) 874-5675 FAX

August 2, 2006

NAVARRO COUNTY COURTHOUSE
300 W. 3RD
CORSICANA, TEXAS 75110

TO: NAVARRO COUNTY

FROM: PEGGY MOORE, RTA
NAVARRO COUNTY TAX ASSESSOR/COLLECTOR

Enclosed please find a copy of the certification of the 2006 tax roll from the Navarro Central Appraisal District.

Please give me your 2006 tax resolution or ordinance as soon as possible, stating your tax rates, exemptions and/or discounts.

Total Appraised Value	\$	2,691,766,639
Total Assessed Value	\$	2,075,353,008
Total Taxable Value (Before Freeze)	\$	1,958,390,830
(Includes minerals (\$ 555,541,765))		
Taxable Value After Freeze \$ 1,801,966,313 x tax rate + \$795,599.15		
TIF Zone Corsicana #1	\$	17,438,330
TIF Zone – Kerens (50%)	\$	144,715
Total Taxable Freeze	\$	144,437,497
Total Taxable Value of New property	\$	50,744,516
2006 Anticipated Collection Rate		90%
Number of accounts		43,925

DEFINITIONS:

“Appraised value,” means the value determined as provided by Chapter 23 of the tax code according to category. “Assessed value” means for the purposes of assessment of property for taxation, the amount determined by multiplying the appraised value by the applicable assessment ratio, but, for the purposes of determining the debt limitation imposed by Article III, Section 52, of the Texas Constitution, shall mean the market value of the property recorded by the Chief Appraiser. “Taxable value” means the amount determined by deducting from assessed value the amount of any applicable partial exemption.

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NAVARRO COUNTY/ CITY OF CORSICANA, TEXAS
ECONOMIC DEVELOPMENT DEPARTMENT

200 NORTH 12th STREET · CORSICANA, TEXAS · 75110 · (903) 654.4806

August 8, 2006

The Honorable Alan Bristol, J.O.
Navarro County Judge
Navarro County Courthouse
300 West Third Avenue, Suite 102
Corsicana, Texas 75110

Dear Judge Bristol:

Attached, please find the application for tax abatement and the letter of environmental compliance for Guardian Industries, Corp. (herein referred to as the "Company") being submitted to the Commissioner's Court for Navarro County, Texas in consideration for tax abatement for the Company's planned expansion project.

During its regular meeting on August 1, 2006, the City Council for the City of Corsicana, Texas granted the Company a fifty percent (50%) level of abatement for a term of ten (10) years in consideration for the Company's projected total taxable investment of \$19,216,724. This \$19,216,724 total investment includes machinery and equipment and building improvements related to the installation of the equipment. In addition, the Company will retain two hundred nine (209) full time positions as a result of this planned expansion project.

The Company began its float glass operation in City of Corsicana in 1980. The Company currently owns a manufacturing facility located on 125.653 (approximate) acres at 3801 South US Highway 287.

Judge Bristol, it is with pleasure that I recommend the Navarro County Commissioner's Court give favorable consideration to the Company's request for tax abatement for a term of ten (10) years at a fifty percent (50%) level of abatement.

Sincerely,

Lee McCleary
Economic Development Director
Navarro County/City of Corsicana

2006 APPLICATION FOR INDUSTRIAL TAX ABATEMENT

Instructions: Please print or type. Submit the completed and signed original copy of the 2006 Application for Industrial Tax Abatement with attachments to:
The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110

1. Date 5/24/06

2. Name of Firm, Partnership or Corporation and mailing address

Please print or type:
Guardian Industries Corp.
3801 South Highway 287
Corsicana, Texas 75109

2a. Have you received a previous tax abatement from the City of Corsicana?
 Yes No (YES/ NO)

2b. If yes, when?
1999

3. Number of new full time employees to be added _____ 209 Job Retention Project
*(*A minimum of 20 new, full-time [e.g. 40 hours/week] jobs are required.)*

4. Number of acres of property to be developed _____ approx 133

4a. Plat of property and Development or Site Plan attached? _____ Yes No (YES/ NO)
(Official Property Survey with metes and bounds required)

5. Estimated value of existing real property to be developed _____ \$ 7,296,970

6. Estimated value of real property improvements _____ \$ -
(A minimum \$1,000,000.00 investment required)

7. Estimated value of existing inventory _____ \$ 7,426,960

8. Estimated value of inventory to be added _____ \$ -

9. Estimated value of existing personal property _____ \$ 34,711,920

10. Estimated value of taxable personal property improvements _____ \$ 19,216,724

11. Total estimated value of taxable investment to be made (Total of Items # 5, 6, 8 & 10) \$ 19,216,724

12. Description of real property improvements to be made:
Approximately \$19,216,724 in machinery and equipment including infrastructure and building improvements related to the installation of the equipment.

12. Description of Public Services available for project development and new facilities and / or services required.

Water:	Existing service will meet project requirements
Wastewater:	Existing service will meet project requirements
Railways:	Existing service will meet project requirements
Natural Gas:	Existing service will meet project requirements
Electricity:	Existing service will meet project requirements

13. One Year Development Schedule for all improvements.

2nd Quarter:	2006	\$1,000,000
3rd Quarter:	2006	\$8,000,000
4th Quarter:	2006	\$8,000,000
1st Quarter:	2007	\$2,216,724

* Qualification for pro-rating new employees is determined on a case-by-case basis.

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2006 APPLICATION FOR INDUSTRIAL TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

Mildred ISD - this retention project would add stability to the assessed value of the district and maintain employment of 209 employees whose jobs would otherwise be eliminated.

15. Expected benefit to the local economy.

#1 - The typical 12 month economic impact of payroll (7X) and non-payroll (3X) local spending by Guardian Corsicana is \$129,861,301. #2 - For this project there will be specialized contractors from outside the area that will require an estimated 2,044 hotel nights in a 3-month period plus the related per-diem spending in local restaurants and retailers. This project will also use many local suppliers and contractors as well as 30 days of an additional temporary labor force.

16. Estimated annual payroll of new employees.

This project will allow Guardian Corsicana to retain 209 employees with a direct payroll of \$7,255,200 annually.

17. Description of product to be manufactured or distributed.

The Corsicana plant manufactures float glass used in commercial and residential applications.

18. Expected life of all real property improvements.

Equipment and related infrastructure and building improvements will have a 15 year useful life.

19. Identification of all Pollutants and Emissions:

TYPE	QUANTITY
AIR: All within permitted levels	
NOISE:	
SOLID WASTE: Non Hazardous Refractory Disposal	7000 tons approx
WASTEWATER: all within permitted levels	

20. Certification of no unacceptable environmental impact as a result of the improvement and subsequent operations received.

[Signature line]

21. Project in compliance with relevant zoning requirements.

[Signature line]

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 >

Howard D. Seely

Phone: 903-872-4871

Date: 5/24/06

Submitted By (Please Print)	
Name:	Howard D. Seely
Title:	Operations Support Manager
Date:	5/24/2006

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

For assistance in completing this form call the City of Corsicana, Texas - 903.654.4808. An Equal Opportunity Employer.

The City of Corsicana Economic Development Department
200 North 12th Street, Corsicana, Texas 75110



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April 10, 2006

Ms. Connie Standridge
City Manager
City of Corsicana, Texas
200 N. 12th Street
Corsicana, Texas 75110

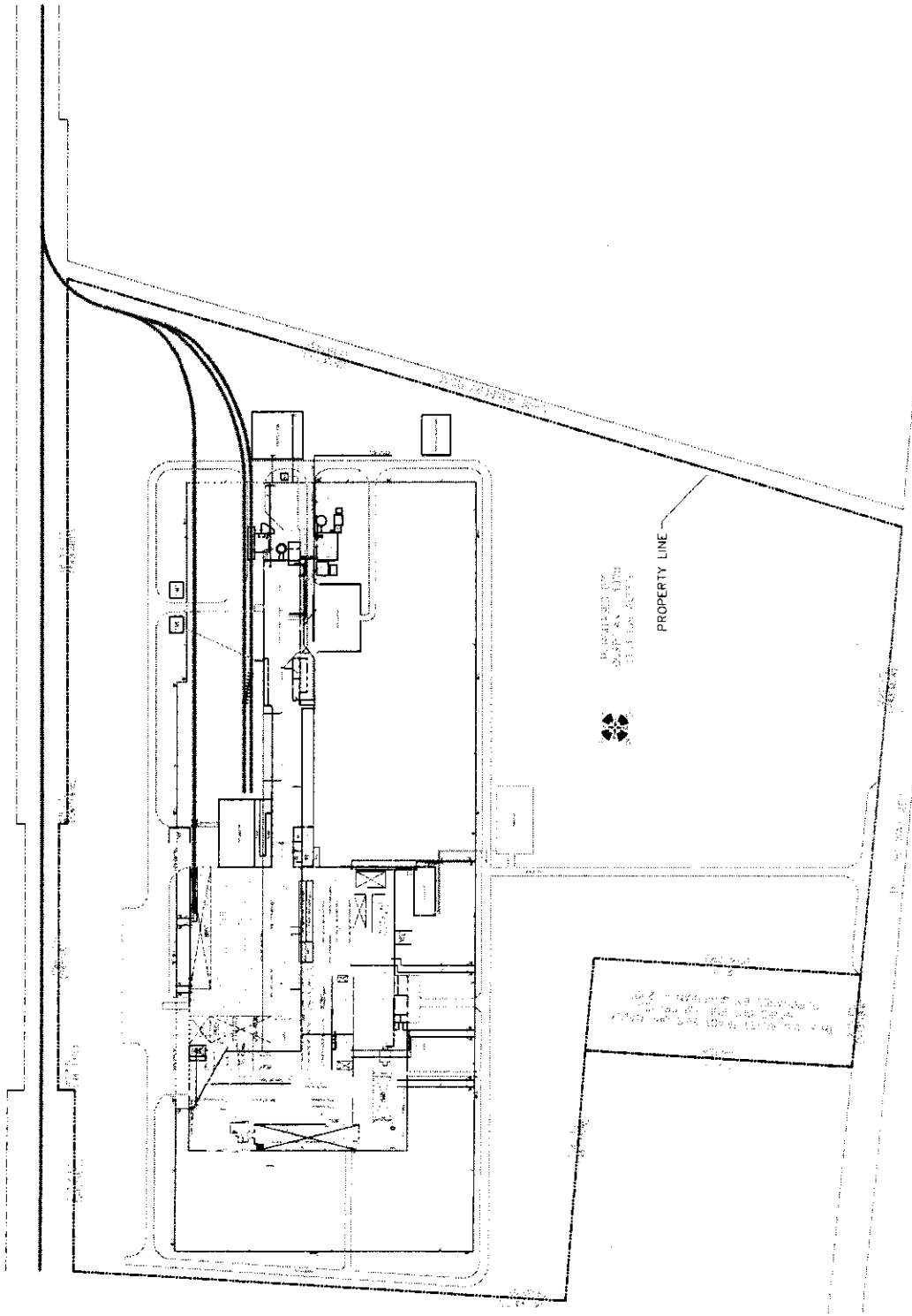
Dear Ms. Standridge:


The purpose of this correspondence is to provide commitments and assurances that the planned \$19,216,724.00 (approximate) refurbishment of the Guardian Industries Corp. Corsicana, Texas float glass manufacturing facility will be in accordance with U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and City of Corsicana, laws, codes, guidelines, and environmental regulations.

Sincerely,
Guardian Industries Corp.

Jesse Meason
Engineering Manager

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		GUARDIAN INDUSTRIES CORP. 2900 HARMON ROAD AUBURN HILLS, MI USA 48306	
SITE PLAN COSMICANA FLOAT FACILITY		DATE	1-19-97
DESIGNED BY	RJK	PROJECT NO.	2AAT706
CHECKED BY	JM	ISSUE NO.	04-01-00-002
REVISION RECORD		NO.	DATE
1	ISSUE FOR CONSTRUCTION	1	01-19-97
2	ISSUE FOR PERMITS	2	02-19-97
3	ISSUE FOR OPERATIONS	3	03-19-97
4	ISSUE FOR MAINTENANCE	4	04-19-97
5	ISSUE FOR SAFETY	5	05-19-97
6	ISSUE FOR ENVIRONMENTAL	6	06-19-97
7	ISSUE FOR HEALTH	7	07-19-97
8	ISSUE FOR SOCIAL	8	08-19-97
9	ISSUE FOR ECONOMIC	9	09-19-97
10	ISSUE FOR CULTURAL	10	10-19-97
11	ISSUE FOR HISTORIC	11	11-19-97
12	ISSUE FOR ARCHITECTURAL	12	12-19-97
13	ISSUE FOR LANDSCAPE	13	01-20-98
14	ISSUE FOR UTILITIES	14	02-20-98
15	ISSUE FOR TRANSPORTATION	15	03-20-98
16	ISSUE FOR INFRASTRUCTURE	16	04-20-98
17	ISSUE FOR ENERGY	17	05-20-98
18	ISSUE FOR WATER	18	06-20-98
19	ISSUE FOR WASTE	19	07-20-98
20	ISSUE FOR AIR	20	08-20-98
21	ISSUE FOR SOIL	21	09-20-98
22	ISSUE FOR GEOTECHNICAL	22	10-20-98
23	ISSUE FOR SEISMIC	23	11-20-98
24	ISSUE FOR FLOODING	24	12-20-98
25	ISSUE FOR CLIMATE	25	01-21-99
26	ISSUE FOR BIODIVERSITY	26	02-21-99
27	ISSUE FOR CULTURAL HERITAGE	27	03-21-99
28	ISSUE FOR ARCHITECTURAL HERITAGE	28	04-21-99
29	ISSUE FOR LANDSCAPE HERITAGE	29	05-21-99
30	ISSUE FOR UTILITIES HERITAGE	30	06-21-99
31	ISSUE FOR TRANSPORTATION HERITAGE	31	07-21-99
32	ISSUE FOR INFRASTRUCTURE HERITAGE	32	08-21-99
33	ISSUE FOR ENERGY HERITAGE	33	09-21-99
34	ISSUE FOR WATER HERITAGE	34	10-21-99
35	ISSUE FOR WASTE HERITAGE	35	11-21-99
36	ISSUE FOR AIR HERITAGE	36	12-21-99
37	ISSUE FOR SOIL HERITAGE	37	01-22-00
38	ISSUE FOR GEOTECHNICAL HERITAGE	38	02-22-00
39	ISSUE FOR SEISMIC HERITAGE	39	03-22-00
40	ISSUE FOR FLOODING HERITAGE	40	04-22-00
41	ISSUE FOR CLIMATE HERITAGE	41	05-22-00
42	ISSUE FOR BIODIVERSITY HERITAGE	42	06-22-00
43	ISSUE FOR CULTURAL HERITAGE	43	07-22-00
44	ISSUE FOR ARCHITECTURAL HERITAGE	44	08-22-00
45	ISSUE FOR LANDSCAPE HERITAGE	45	09-22-00
46	ISSUE FOR UTILITIES HERITAGE	46	10-22-00
47	ISSUE FOR TRANSPORTATION HERITAGE	47	11-22-00
48	ISSUE FOR INFRASTRUCTURE HERITAGE	48	12-22-00
49	ISSUE FOR ENERGY HERITAGE	49	01-23-01
50	ISSUE FOR WATER HERITAGE	50	02-23-01
51	ISSUE FOR WASTE HERITAGE	51	03-23-01
52	ISSUE FOR AIR HERITAGE	52	04-23-01
53	ISSUE FOR SOIL HERITAGE	53	05-23-01
54	ISSUE FOR GEOTECHNICAL HERITAGE	54	06-23-01
55	ISSUE FOR SEISMIC HERITAGE	55	07-23-01
56	ISSUE FOR FLOODING HERITAGE	56	08-23-01
57	ISSUE FOR CLIMATE HERITAGE	57	09-23-01
58	ISSUE FOR BIODIVERSITY HERITAGE	58	10-23-01
59	ISSUE FOR CULTURAL HERITAGE	59	11-23-01
60	ISSUE FOR ARCHITECTURAL HERITAGE	60	12-23-01
61	ISSUE FOR LANDSCAPE HERITAGE	61	01-24-02
62	ISSUE FOR UTILITIES HERITAGE	62	02-24-02
63	ISSUE FOR TRANSPORTATION HERITAGE	63	03-24-02
64	ISSUE FOR INFRASTRUCTURE HERITAGE	64	04-24-02
65	ISSUE FOR ENERGY HERITAGE	65	05-24-02
66	ISSUE FOR WATER HERITAGE	66	06-24-02
67	ISSUE FOR WASTE HERITAGE	67	07-24-02
68	ISSUE FOR AIR HERITAGE	68	08-24-02
69	ISSUE FOR SOIL HERITAGE	69	09-24-02
70	ISSUE FOR GEOTECHNICAL HERITAGE	70	10-24-02
71	ISSUE FOR SEISMIC HERITAGE	71	11-24-02
72	ISSUE FOR FLOODING HERITAGE	72	12-24-02
73	ISSUE FOR CLIMATE HERITAGE	73	01-25-03
74	ISSUE FOR BIODIVERSITY HERITAGE	74	02-25-03
75	ISSUE FOR CULTURAL HERITAGE	75	03-25-03
76	ISSUE FOR ARCHITECTURAL HERITAGE	76	04-25-03
77	ISSUE FOR LANDSCAPE HERITAGE	77	05-25-03
78	ISSUE FOR UTILITIES HERITAGE	78	06-25-03
79	ISSUE FOR TRANSPORTATION HERITAGE	79	07-25-03
80	ISSUE FOR INFRASTRUCTURE HERITAGE	80	08-25-03
81	ISSUE FOR ENERGY HERITAGE	81	09-25-03
82	ISSUE FOR WATER HERITAGE	82	10-25-03
83	ISSUE FOR WASTE HERITAGE	83	11-25-03
84	ISSUE FOR AIR HERITAGE	84	12-25-03
85	ISSUE FOR SOIL HERITAGE	85	01-26-04
86	ISSUE FOR GEOTECHNICAL HERITAGE	86	02-26-04
87	ISSUE FOR SEISMIC HERITAGE	87	03-26-04
88	ISSUE FOR FLOODING HERITAGE	88	04-26-04
89	ISSUE FOR CLIMATE HERITAGE	89	05-26-04
90	ISSUE FOR BIODIVERSITY HERITAGE	90	06-26-04
91	ISSUE FOR CULTURAL HERITAGE	91	07-26-04
92	ISSUE FOR ARCHITECTURAL HERITAGE	92	08-26-04
93	ISSUE FOR LANDSCAPE HERITAGE	93	09-26-04
94	ISSUE FOR UTILITIES HERITAGE	94	10-26-04
95	ISSUE FOR TRANSPORTATION HERITAGE	95	11-26-04
96	ISSUE FOR INFRASTRUCTURE HERITAGE	96	12-26-04
97	ISSUE FOR ENERGY HERITAGE	97	01-27-05
98	ISSUE FOR WATER HERITAGE	98	02-27-05
99	ISSUE FOR WASTE HERITAGE	99	03-27-05
100	ISSUE FOR AIR HERITAGE	100	04-27-05

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BOBBY E. BRUCE
REGISTERED PROFESSIONAL LAND SURVEYOR

P.O. Box 541

Corsicana, Texas 75151

903-872-0113

125.653 ACRES
CORSIKANA, NAVARRO COUNTY, TEXAS

RANSOM HEATON SURVEY
ABSTRACT NO. 340

All that certain lot, tract, or parcel of land, being 125.653 acres situated in the Ransom Heaton Survey, Abstract No. 340, in the City of Corsicana, Navarro County, Texas, and being part of a called 144.394 acres tract described in deed from Raymond Hayes to Guardian Industries Corporation, dated August 11, 1978, and recorded in Volume 900 Page 377, in the Deed Records of Navarro County, Texas. Said 125.653 acres are more fully described as follows;

Beginning at a point for the north corner of this tract and the called 144.394 acres tract and in the southwest line of the Burlington Rock Island Railroad property;

Thence south 48 degrees 46 minutes east along the railroad property a distance of 541.2 feet to a point for corner, and being 100 feet from the center of the track;

Thence north 41 degrees 14 minutes east along the railroad property a distance of 50 feet to a point for corner, and being 50 feet from the center of the track;

Thence south 48 degrees 46 minutes east along the railroad property a distance of 788.9 feet to a point for corner, and being 50 feet from the center of the track;

Thence south 41 degrees 14 minutes west along the railroad property a distance of 50 feet to a point for corner, and being 100 feet from the center of the track;

Thence south 48 degrees 46 minutes east along the railroad property a distance of 1619.4 feet to a point for corner, and being 100 feet from the center of the track, and being in the intersection of the southwest line of the railroad property and the northwest line of Lake Halbert Road, a public road;

Thence south 58 degrees 14 minutes west along the northwest line of Lake Halbert Road a distance of 2,573.7 feet to a point for corner in the northeast line of U. S. Highway 287;

Thence north 43 degrees 48 minutes west along the northeast line of U. S. Highway 287 a distance of 1327 feet to a point for corner, and being the south corner of the First Tract, called 5.00 acres tract, (save and except), in Volume 900 Page 377;

Thence north 46 degrees 12 seconds east a distance of 792 feet to a point for the east corner of the called 5.000 acres tract;

Thence north 43 degrees 48 minutes west along the northeast lines of the called 5.000 acres tract, and the Second Tract, called 5.000 acres, (save and except), in Volume 900 Page 377, and an 8.7411 acres tract conveyed out of the called 144.394 acres tract, a distance of 1,039.93 feet to a point for the north corner of the 8.7411 acres tract, and in the northwest line of the called 144.394 acres tract;

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Thence north 45 degrees 00 seconds east a distance of 1,446.98 feet to the place of beginning and containing 125.653 acres of land.

This is to certify that the foregoing field notes were prepared from deed records only.

Bobby E. Bruce

06-28-06

Bobby E. Bruce
Registered Professional Land Surveyor No. 4890

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN NAVARRO COUNTY, TEXAS AND GUARDIAN INDUSTRIES CORP. FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Navarro County Commissioners Court has been presented a proposed agreement by and between Navarro County, Texas and Guardian Industries Corp. providing for a commercial/industrial 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 Navarro County;

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

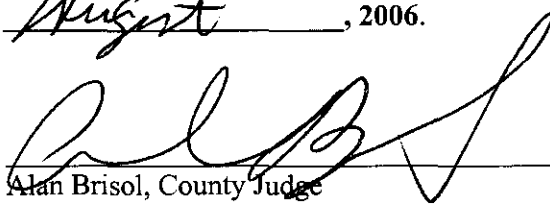
Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of Navarro County and found to be acceptable and in the best interests of the Navarro County and its citizens, are hereby in all things approved.

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

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

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

PASSED and APPROVED on this the 14 day of August, 2006.


Alan Brisol, County Judge

ATTEST:


Sherry Dowd, County Clerk

STATE OF TEXAS §

COUNTY OF NAVARRO §

AGREEMENT

This Agreement is entered into by and between Navarro County, Texas, duly acting herein by and through its County Judge, hereinafter referred to as COUNTY; and Guardian Industries Corp. duly acting by and through its President hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 13th day of June, 2001, the City Council of the City of Corsicana, Texas, passed an ordinance establishing an Enterprise Zone in the City of Corsicana, Texas for commercial/industrial tax abatement, hereinafter referred to as ORDINANCE, as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has previously adopted a Tax Abatement Policy; and

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

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

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY; and

WHEREAS, the contemplated use of the property, as hereinafter defined, the contemplated improvements to the property in the amount as set forth in this AGREEMENT and the other terms hereof are consistent with encouraging development of said Enterprise Zone in accordance with the purposes for its creation and are in compliance with the COUNTY's Tax Abatement Policy;

NOW THEREFORE, the parties hereto do mutually agree as follows:

§1. The property to be the subject of this AGREEMENT shall be that property described by metes and bounds and map attached hereto as EXHIBITS "A" and "B" and made a part hereof and shall be hereinafter referred to as PROPERTY.

§2. The OWNER has begun improvements to the property and personal property acquisitions as specifically described in EXHIBIT "C" (hereinafter referred to as IMPROVEMENTS) with an estimated cost of \$19,216,724, which improvements will be completed on or about March, 2007; provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean 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, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes. The date of completion of the IMPROVEMENTS shall be defined as the date a Certificate of Occupancy is issued by the City of Corsicana.

§3. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable State and local laws, codes and regulations or valid waiver thereof.

§4. In the event that (a) 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; or (b) OWNER breaches any of the terms or conditions of this AGREEMENT, then this AGREEMENT shall be in default. In the event that the OWNER defaults in its performance of either (a) or (b) above, then the COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to cause beyond the control of the OWNER, this AGREEMENT may be terminated by the COUNTY. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the President/Owner at its Corporation Office address of record. As liquidated damages in the event of default, all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement (interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty) will become a debt to the COUNTY and shall be due, owing and paid to the COUNTY within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of the COUNTY subject to any and all lawful offsets, settlements, deductions, or credits to which OWNER may be entitled. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

§5. It is understood and agreed among the parties that the PROPERTY, which is within Enterprise Zone and Reinvestment Zone shall be appraised at market value for the purposes of property tax assessment effective January 1, 2008, and continued at market value until the expiration of this AGREEMENT.

§6. The COUNTY represents and warrants that the PROPERTY does not include any property that is owned by a member of the Navarro County Commissioners Court approving, or having responsibility for the approval of this AGREEMENT.

§7. The terms and conditions of the AGREEMENT are binding upon the successors and assigns of all parties hereto. However, this AGREEMENT cannot be assigned by OWNER other than to an affiliate of OWNER unless written permission is first granted by the COUNTY, which permission shall not be unreasonably withheld.

§8. 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 there from.

§9. The OWNER further agrees that the COUNTY, its agents and employees, shall have reasonable right of access to the PROPERTY 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 to ensure that it is thereafter maintained and operated in accordance with this AGREEMENT during the term of this AGREEMENT.

§10. 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 personal property and ad valorem real property taxes from the PROPERTY otherwise owed to the COUNTY shall be abated. Said abatement shall be an amount equal to 50% per year of the taxes assessed upon the increased value of the eligible PROPERTY over the value in the year in which the project was begun and in accordance with the terms of this AGREEMENT and all applicable State and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PROPERTY and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of ten (10) years beginning from the first day of January of the year following completion of the improvements (March 2007).

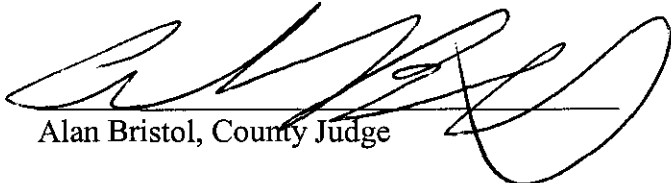
§11. This AGREEMENT was authorized by resolution of the Navarro County Commissioners Court at its regularly scheduled meeting on the _____ day of _____, 20____, authorizing the County Judge to execute the AGREEMENT on behalf of the COUNTY.

§12. This AGREEMENT was entered into by Guardian Industries Corp. pursuant to authority granted by its President on the _____ day of _____, 20_____.

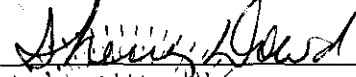
§13. This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.


This AGREEMENT is performable in Navarro County, Texas, witness our hands this day of August 14, 2006.

APPROVED:


Alan Bristol, County Judge

ATTEST:



County Clerk


ATTEST:

By: _____
President
Guardian Industries Corp.