NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 23rd DAY OF OCTOBER, 2006 AT 9:00 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- NO COMMENTS
- 4. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF OCTOBER 10TH, 2006 BY ROSS SEC BY BALDWIN 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 CHANGING COMMISSIONERS' COURT
 MEETING OF DECEMBER 25, 2006 TO DECEMBER 18, 2006 @10:00 A.M.
 BY HOLT SEC BY ROSS
 ALL VOTED AYE
- 7. MOTION TO APPROVE APPOINTMENT OF LOCAL HEALTH
 AUTHORITY REAPPOINTMENT OF DR. KENT ROGERS BY JUDGE
 BRISTOL SEC BY HOLT
 ALL VOTED AYE
- 8. MOTION TO APPROVE RESOLUTION FOR 2007 INDIGENT DEFENSE GRANT PROGRAM BY HERRINGTON SEC BY BALDWIN ALL VOTED AYE

 TO WIT PAGE 433
- 9. MOTION TO TABLE AUDITOR TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF REAL PROPERTY BY HERRINGTON NO SEC MOTION TO APPROVE THE AUDITOR TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF REAL PROPERTY BY JUDGE BRISTOL SEC BY ROSS

VOTE: PASSES 4-1

JUDGE BRISTOL-AYE HOLT-AYE ROSS-AYE HERRINGTON-NO BALDWIN-AYE

- 10. MOTION TO APPROVE PROPOSAL FOR CLOCK REPAIR (\$21,655) BY HERRINGTON SEC BY BALDWIN

 ALL VOTED AYE

 TO WIT PAGE 434-437
- 11. MOTION TO APPROVE NACO PRESCRIPTION DRUG DISCOUNT CARD PROGRAM BY ROSS SEC BY BALDWIN ALL VOTED AYE
- 12. MOTION TO APPROVE REPORT ON CHANGING POLLING LOCATIONS FROM DANDA PARKER-EA BY HOLT SEC BY ROSS ALL VOTED AYE
- 13. MOTION TO APPROVE LIFT OF THE BURN BAN AT THIS TIME FROM RECOMMENDATION OF ERIC MYERS BY HOLT SEC BY ROSS ALL VOTED AYE
- 14. MOTION TO TABLE ADOPTING RESOLUTION REQUESTING COMPTROLLERS OFFICE FOR LGMR STUDY BY HOLT SEC BY HERRINGTON ALL VOTED AYE
- 15. MOTION TO APPROVE HOLIDAYS FOR 2007
 MOTION BY HOLT TO OBSERVE NOVEMBER 12 AS VERTERANS' DAY
 AND MOVE COMMISSIONER COURT TO TUESDAY NOVEMBER 13,
 2007 SEC BY ROSS
 ALL VOTED AYE
 MOTION BY ROSS CHRISTMAS DECEMBER 24 & 25 MONDAY AND
 TUESDAY FOR 2007 SEC BY BALDWIN
 ALL VOTED AYE
 TO WIT PAGE 438
- 16. MOTION TO ADJOURN BY ROSS SEC BY HOLT ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 13 th DAY OF
NOVEMBER 2006.
JUDGE ALAN BRISTOL
COMR.PCT.1 KIT HERRINGTON Kig Hegyryton
COMR.PCT.2 FAITH HOLT Total . Halt
COMR.PCT.3 WILLIAM BALDWIN WILLIAM (Cal All All)
COMR.PCT.4 JOHN PAUL ROSS TO Land Ross
(1)

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR OCTOBER 23RD, 2006

SIGNED

DAY OF NOVEMBER 2006

SHERRY DOWD, COUNTY CLERK

2007 Navarro County Resolution **Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Navarro County Commissioners Court has agreed that in the event of loss or misuse of the funds, Navarro County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 23rd day of October, 2006.

Alan M. Bristo

County Judge

Sherry Dowd County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received # 200717520061023. This grant application submission was in accordance with the Commissioners Court Resolution above.

> Alan M. Bristol County Judge





BELLS . CARILLONS . CLOCKS

THE VERDIN COMPANY

July 28, 2006

Mr. Tim Easley Navarro County Courthouse Corsicana, TX 75110

Dear Mr. Easley,

Andy wanted me to write & Thank You for meeting with him today. Enclosed please find the proposal for repairing the 4 clocks and the bell.

The Verdin Company is the oldest and largest bell and clock company in North America and is the <u>only</u> company with offices in Texas. Verdin has factory trained service, sales and marketing employees that work in our Austin office. This offers our customers the assurance that we will always have someone local for service, warranty and repair work.

Verdin has been in business since 1842 and has over 800 installations in Texas and over 30,000 installations nationwide. Texas Courthouses that we have worked on include Lee County Courthouse in Giddings, Fayette County Courthouse in LaGrange, Sinton County Courthouse in Sinton, Victoria County Courthouse in Victoria, Goliad County Courthouse in Goliad, Madison County Courthouse in Madisonville, and Austin County Courthouse in Bellville and are currently working with Bee County Courthouse in Beeville. Verdin also provided the clocks on the University of Texas Clock Tower in Austin, The Texas A&M Clock Tower in College Station and has installations in over 20 Colleges and Universities in the state, including Navarro College.

Verdin is also the only company that offers on site warranty on all of our products. If there is a problem we will go on site to repair or replace the equipment. Other companies offer warranties, but require the owner to take out the parts and ship them to the factory in another state. Then the owner is responsible for reinstalling the new parts. With Verdin, the customer saves a lot of potential down time of the equipment, and doesn't have to worry about finding someone to reinstall clock and bell parts.

If you have any questions about our proposal, please feel free to call us at 1-800-681-5511. I will follow up with you in a few weeks.

Sincerely,

Karyn Laremore Western Regional Office The Verdin Company 800-681-5511

444 Reading Road ii Cincinnan, Ohio 45202 800-543-0488 513-241-4010

Corporate Headquarters

|513-241-1855 (fax) |www.verdin.com

Western Regional Office 13740 Research Blvd., Suite L-5 Austin, TX 78750 Toll Free: 800-681-5511 Phone: 512-258-6097

Fax: 512-258-1689_

Email: verdinwest@austin.rr.com

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The state

Let Freedom Ring

Creators of the World Peace Bell

ORDER FORM

THE VERDIN COMPANY

444 READING ROAD - CINCINNATI, OHIO - 45202

PHONE: (513) 241-4010 FAX: (513) 241-1866 TOLL FREE: 1-800-543-0488

www.VERDIN.COM

P. 03 435 DATE: JULY 28, 2000

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ORDER FORM

THE VERDIN COMPANY
444 READING ROAD - CINCINNATI, OHIO - 45202
PHONE: (513) 241-4010 - FAX: (513) 241-1855 - 1-800-543-0488
www.VERDIN.COM

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Option #3			Sepusit (50% W.Order)*	\$10,827:87 21 655.00
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the at	gning, Purchazar acknowledges that it has reed and accepted tached Additional Terms & Conditions which are incorporated his Order.	Authorized Signature Orde	r not binding until signed by authorized Verdi	reprezentative.

ADDITIONAL TERMS AND CONDITIONS OF PURCHASE AGREEMENT



- 1. PURCHASE PRICE AND PAYMENT TERMS. The total purchase price paid by Purchaser under this Agreement shall be the amount shown on the Order Form PLUS the price of any Options accepted by Purchaser (the "Purchase Price"). Payment by Purchaser to Verdin for the Products specified on the Order Form (the "Products") shall be made in U.S. dollars. Unless otherwise agreed to by the parties, payment terms are 50% down with Order, with the balance due upon delivery or inetalisation in the event that Verdin is responsible for installation. In no event shall Verdin be required to begin performance of its responsibilities under this Agreement until it has received the deposit.
- 2. CHANGE ORDERS. Verdin, in its discretion, may accept any additions, deletions, or changes to this Agreement without invalidating this Agreement provided that all such changes are authorized by a written amended purchase order signed by Purchaser and Verdin (the "Change Order"). Such Change Order shall specify any additional charges (or credits) to the Purchaser and the payment terms for such charges. The Change Order shall become effective only upor acceptance by an authorized Verdin representative.
- 3. FREIGHT. Unless otherwise specified on the Order Form, the Purchase Price is F.O.B Vardin's manufacturing facility in Cincinnati, Ohio, and does not include freight charges. Purchaser shall be responsible for all freight charges associated with (i) shipment of the Products to Purchaser, or (ii) shipment of any equipment from Purchaser to Verdin's manufacturing facilities. Such charges shall be added to Purchaser's final invoice.
- 4. DELIVERY AND STORAGE OF PRODUCTS. Verdin shall not be flable for delays in delivery, defaults, or breaches resulting directly or indirectly from flood fire, strikes, labor disputes, or other items beyond the control of Verdin. If the Purchaser, for any reason other than Verdin's failure to supply the Products in accordance with the terms of this Agreement, requests that Verdin postpone delivery of the Products beyond the Delivery Date, Verdin will store the finished Products for the Purchaser at Verdin's facility free of charge for 30 days after the Delivery Date. After such time, Verdin may charge Purchaser a storage fee c \$250.00 per month for storing the Products.
- 5. VERDIN INSTALLATION. If Purchaser elects to have Verdin install the Products, Verdin shall provide the labor and equipment necessary to complete Installation; provided, however, that Purchaser shall provide at its own expense the following items and services: (I) off-loading and safe storage of the Products at the Job Site; (II) sufficient access (exterior or Interior) to the area in which the Products will be installed, including safe tadders or lift equipment; (iii) construction of any platforms, bracing, or other support required to safely secure the area in which the Products will be installed; (iv) design, engineering, and construction of a concrete foundation required for a tower, including provision of mounting bolts according to Verdin's specifications; (v) any cranes, lifts, or hoists required to move or install the Products; (vi) all necessary electrical wiring in accordance with specifications furnished by Verdin, including all fins connections to terminal strips, striker leads, mounting of electrical panels, or splicing of wires; (vii) any permits, licenses, or stemps of engineering approval, and (viii) any necessary civil, structural, or electrical engineering services.
- 6. VERDIN-SUPERVISED INSTALLATION. If Purchaser elects to have Verdin supervise the Installation of the Products, Verdin shall be responsible for providing the following items and services required to perform the installation: (i) general supervision and direction at the job site by one Verdin service technician; (ii) programming for all electronic control Products supplied by Verdin; and (iii) final check-off of all Products to confirm proper working order Purchaser shall be responsible for providing at its own expense the following items and services required to perform the installation: (i) all items specified in Section 5(i)-(viii) above; (ii) all necessary labor, tools, and equipment to perform the installation; and (iii) all preparatory and clean-up work at the job site.
- 7. ADDITIONAL INSTALLATION FEES. If any of the Products cannot be installed on the Installation Date for any reason other than the failure of Verdin to supply the Products in accordance with the terms of this Agreement, Purchaser shall be responsible for paying any additional costs or expenses incurred by Verdin resulting from such delay, including without limitation, the fees or wages of Verdin's installation representatives, travel and lodging/meal costs, equipment rental costs, storage costs, or mobilization costs at the Job Site. If the delay in installation is such that Verdin's service technician(s) is required to return to the Job Site on a future date, Verdin shall charge the Purchaser an additional fee for installation services, and shall notify the Purchaser of such additional fee price to performing the installation.
- 8. LIMITED WARRANTY. Provided that each Product is maintained in accordance with instructions provided by Verdin, the following limited warranties against defects in materials and workmanship shall apply to each Product: (i) new bells 20 years; (ii) reconditioned bells 10 years; (iii) bell equipment 3 years; (iv) towers 3 years; (v) tower clocks 3 years; (vi) electronic carillons 3 years; (vii) street clocks 3 years; (viii) monuments 1 year. Purchaser's exclusive remedy for any nonconformities or defects in the Products within the warranty period is limited to the repair or replacement, at Verdin's discretion, of an nonconforming or defective Products. Verdin shall have a reasonable time to repair or replace any nonconforming or defective Products, including the time for the manufacture of replacement Products or replacement parts for such Products. This warranty is not applicable to any misuse, neglect, or natural disaster such as lightning or fire. THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 9. NO LIABILITY FOR DAMAGES. IN NO EVENT SHALL VERDIN BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ECONOMIC LOSS OR LOSS OF PROFITS INCURRED BY PURCHASER IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY VERDIN EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. TAXES. The Purchase Price does NOT include sales tax or any other tax. Purchaser shall be responsible for paying all sales, use, excise, or other taxe that may apply to the purchase of the Products or other services under this Agreement. Such taxes will be added to Purchaser's final invoice. If Purchaser has a tax exemption certificate, Purchaser will provide it to Verdin upon execution of this Agreement.
- 11. LATE FEE. Verdin reserves the right to charge Purchaser a late payment penalty fee equal to ten percent (10%) of the amount of all invoices that are no paid within thirty (30) days of their due date under this Agreement.
- 12. ACCEPTANCE. This Contract is subject to the approval and acceptance of an authorized representative of the home office of THE VERDIN COMPAN unless otherwise specified.
- 13. GOVERNING LAW. The parties agree that any dispute or default arising from this Agreement shall be governed by the laws of the State of Ohio, and each party agrees to submit to the jurisdiction and venue of the Circuit Court of Hamilton County, Ohio.
- 14. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, agreements, either written or oral, between the parties.
- 15. COUNTERPARTS. This Agreement may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.



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 Coorindator

Phone: (903) 654-3030 Fax: (903) 874-6053

HOLIDAYS FOR 2007

NEW YEARS DAY	JANUARY 1	MONDAY
MARTIN L. KING JR.	JANUARY 15	MONDAY
PRESIDENTS' DAY	FEBRUARY 19	MONDAY
GOOD FRIDAY	APRIL 6	FRIDAY
MEMORIAL DAY	MAY 28	MONDAY
INDEPENDENCE DAY	JULY 4	WEDNESDAY
LABOR DAY	SEPTEMBER 3	MONDAY
COLUMBUS DAY	OCTOBER 8	MONDAY
VETERANS' DAY	NOVEMBER 12	MONDAY
THANKSGIVING	NOVEMBER 22 & 23	THURSDAY FRIDAY
CHRISTMAS	DECEMBER 24 & 25	MONDAY TUESDAY