

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 28TH DAY OF JANUARY, 2008 AT 10:00 A.M., IN THE COMMISSIONER'S CONFERENCE ROOM IN THE BASEMENT OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JAMES OLSEN.

1. 10:05 A.M. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
2. PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

CONSENT AGENDA

- ITEMS 5-6 MOTION TO APPROVE CONSENT AGENDA BY HOLT SEC
BY BALDWIN
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETING OF JANUARY 14, 2008 AND JANUARY 22, 2008
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR

REGULAR AGENDA

7. RECOGNITION OF JACKIE FARMER, VETERANS SERVICE OFFICER
8. MOTION TO TABLE TRANSFERRING TITLES ON FIRE TRUCKS HELD
BY NAVARRO COUNTY TO THE RESPECTIVE VOLUNTEER FIRE
DEPARTMENTS UNTIL NEXT MEETING OF FEBURAY 11, 2008 TO
DETERMINE VALUE AND FORMS TO USE BY HERRINGTON SEC BY
BALDWIN
ALL VOTED AYE
9. MOTION TO APPROVE DEVELOPMENT AND PROFESSIONAL
SERVICES AGREEMENT BETWEEN NAVARRO COUNTY AND
SOUTHPORT MARINA BY HOLT SEC BY OLSEN

ALL VOTED AYE **TO WIT PG 575-585**

10. DISCUSSION OF CLOSING PORTIONS OF COUNTY ROADS SE 1080, SE 1091, SE 1092, AND SE 1095
NO ACTION TAKEN

11. MOTION TO APPROVE ROAD USE AGREEMENT WITH MAGELLAN PIPELINE WITH THE REMOVAL OF THE INDEMNIFY CLAUSE (a) AND PROVIDE FUNDING FOR THE REPAIR OF ROADS BY OLSEN SEC BY HERRINGTON
TO WIT PG 586-588
ALL VOTED AYE

12. MOTION TO TABLE AGREEMENT BETWEEN NAVARRO COUNTY AND TXDOT REGARDING THE TRANSFERRING OF FEE TITLE AND FUTURE MAINTENANCE TO NAVARRO COUNTY OF A PORTION OF OLD HIGHWAY 287 UNTIL TXDOT MAKES REPAIRS TO ROAD BY HOLT SEC BY JUDGE DAVENPORT
ALL VOTED AYE

13. MOTION TO APPROVE CONTRACTOR LOCAL OPPORTUNITY PLAN FOR THE TEXAS COMMUNITY DEVELOPMENT PROGRAM (TCDP) THROUGH THE OFFICE OF RURAL COMMUNITY AFFAIRS (ORCA) BY HOLT SEC BY BALDWIN
TO WIT PG 589
ALL VOTED AYE

14. MOTION TO APPROVE APPOINTMENT OF JUDGE DAVENPORT THE FAIR HOUSING/EQUAL OPPORTUNITY STANDARDS OFFICER FOR THE TCDP THROUGH ORCA BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
TO WIT PG 590

15. MOTION TO APPROVE A RESOLUTION ESTABLISHING COUNTY POLICY REGARDING A SECTION 504 WRITTEN CITIZEN GRIEVANCE PROCEDURE FOR THE TCDP THROUGH ORCA BY OLSEN SEC BY BALDWIN
TO WIT PG 591
ALL VOTED AYE

16. MOTION TO APPROVE CITIZEN COMPLAINT PROCEDURES FOR THE TCDP THROUGH ORCA BY OLSEN SEC BY BALDWIN
ALL VOTED AYE
TO WIT PG 592

17. MOTION TO APPROVE CITIZEN PARTICIPATION PLAN FOR THE TCDP THROUGH ORCA BY BALDWIN SEC BY HOLT
ALL VOTED AYE
TO WIT PG 593

18. MOTION TO APPROVE RESOLUTION ESTABLISHING RULES AND REGULATIONS REGARDING THE USE OF EXCESSIVE FORCE DURING NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS FOR THE TCDP THROUGH ORCA BY HOLT SEC BY BALWIN
ALL VOTED AYE TO WIT PG 596

19. MOTION TO APPROVE COMMISSIONERS COURT ORDER EXEMPTING PROFESSIONAL SERVICES CONTRACT WITH TIM F. GLENDENING & ASSOCIATES INC. FOR SERVICES TO IMPLEMENT AND ADMINISTER TCDP DISASTER RELIEF FUNDS ADMINISTERED BY THE TEXAS ORCA BY JUDGE DAVENPORT SEC BY BALDWIN
ALL VOTED AYE TO WIT PG 597

20. MOTION TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH TIM. F. GLENDENING & ASSOCIATES BY OLSEN SEC BY HOLT
ALL VOTED AYE TO WIT PG 598-609

21. MOTION TO APPROVE GOING INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.071 TO DISCUSS LITIGATION BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

22. MOTION TO APPROVE GOING INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

MOTION TO APPROVE GOING BACK INTO REGULAR SESSION BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

NO ACTION TAKEN

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

THESE MINUTES ARE HEREBY APPROVED THIS 11 DAY OF FEBRUARY 2008.

JUDGE HM DAVENPORT *[Signature]*

COMR.PCT.1 KIT HERRINGTON *Kit Herrington*

COMR.PCT.2 FAITH HOLT *Absent*

COMR.PCT.3 WILLIAM BALDWIN *William Baldwin*

COMR.PCT.4 JAMES OLSEN *James Olsen*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JANUARY 28, 2008.

SIGNED 11 DAY OF FEBRUARY 2008

Sherry Dowd
SHERRY DOWD, COUNTY CLERK



PRE-DEVELOPMENT AND PROFESSIONAL SERVICES AGREEMENT

This Pre-Development and Professional Services Agreement (this "Agreement"), effective as of 1-28, 2008 (the "Effective Date"), is made and entered into by and between Navarro County, Texas, (the "County"), and Southport Marina, Inc., a Texas Corporation ("Owner"), the owner of that certain 41.2126 acre tract of land described in Exhibit A attached hereto (the "Development Area").

WHEREAS, Owner seeks to develop the Development Area as a mixed-use development including condominium units and retail space, with the intent of funding much of the required infrastructure through establishment of a Public Improvement District; and

WHEREAS, the County and Owner hereby recognize and agree that issues associated with and necessitated by developing the Development Area, determining the feasibility of a Public Improvement District, and possibly establishing such a District will require the County to obtain professional services from independent, third-party consultants including, but not limited to: (i) engineering services to identify infrastructure needs; (ii) planning services; (iii) financial advisory services and (iv) legal services (collectively, the "Professional Services"); and

WHEREAS, Owner hereby agrees to pay for Professional Services rendered to the County in accordance with the terms of this Agreement; and

WHEREAS, the Commissioner's Court of the County, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the County are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby adopted as findings of the Commissioner's Court.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit "A" – Development Area description.

3. Delivery of Cash Escrow Deposit. Upon execution of this Agreement, Owner shall deposit \$30,000 with the County for deposit in an escrow account (the "Escrow Account") which shall be used for the sole purpose of making payment to the professional third-party consultants employed by the County in accordance with this Agreement.

4. Payment for Professional Services. Owner agrees to pay for Professional Services as set forth herein.

(a) Owner agrees to pay for Professional Services rendered to the County by outside engineers as designated by the County (engineering), planning consultants that may be designated by the County, (planning), financial specialists as designated by the County (financial advisors) and attorneys as designated by the County (legal) in accordance with this Agreement including, but not limited to, the requirement that they provide itemized monthly invoices describing, in reasonable detail, the services rendered and the time expended.

(b) The following consultants of the County are pre-approved by Owner for use by the County for Professional Services rendered in accordance with this Agreement:

- i. County Engineer, Coombs Environmental Engineering, Inc.;
- ii. County Attorney, Taylor, Olson, Adkins, Sralla & Elam, L.L.P.;
- iii. County Bond Counsel, _____; and
- iv. County Financial Advisor, Paula Welch.

(c) Prior to incurring any costs or expenses for Professional Services rendered by any other consultant, the County shall provide to Owner the name, qualifications, experience, and billing rate of the consultant, together with a copy of the proposed contract with the consultant (which contract shall be terminable at will by the County and shall require itemized monthly invoices describing, in reasonable detail, the services rendered and the time expended). Owner shall have five (5) business days after the receipt of each proposed contract within which to review and provide written comments to the County; and the failure of Owner to provide written comments shall be deemed acceptance of the proposed contract by Owner. The County shall use reasonable efforts to modify any proposed contract to take into consideration the written comments of Owner; however, in the event of a disagreement between Owner and the County that cannot be resolved, the decision of the County shall control.

(d) Owner shall only be obligated to pay the actual costs and expenses billed by the provider of Professional Services as set forth in this Agreement up to a total combined billing to be paid by Owner of up to \$30,000. If billings exceed this amount in total, both parties shall agree in writing to amend this agreement.

(e) After the County receives an itemized monthly invoice from any provider of Professional Services, the County will forward a copy to Owner for review. Owner shall have ten (10) days after the receipt of each invoice during which to object to any portion thereof (which objection shall be in writing and shall set forth in detail the basis for the objection). If Owner fails to object within such 10-day period, Owner shall be deemed to have approved the invoice. If Owner objects to any portion of an invoice, the County, Owner, and the service provider shall attempt to resolve the dispute within a reasonable period of time; however, if notwithstanding their collective good faith efforts the dispute cannot be timely resolved, then Owner shall pay all or such portion of the disputed amount that the County certifies to Owner, in writing, is due and payable or that it has paid to such service provider for such Professional Services.

(f) The County shall direct payment in full to be made from the Escrow Account, within thirty (30) days after receipt from the County of invoices for Professional Services (1) the full amount of any invoice to which Owner has not objected, or (2) the portion of any disputed invoice to which Owner has not objected. The County shall direct payment in full to be made within ten (10) days after written certification from the County the amount of any disputed invoice that the County certifies to Owner, in writing, is due and payable or that it has paid to such service provider for such Professional Services.

(g) If requested by Owner, the County agrees to provide further information as reasonably necessary to explain and detail any invoice for Professional Services, however, County shall not be required to provide any information that is privileged.

5. County's Obligations. The County shall utilize the Professional Services in an efficient and reasonable manner for the benefit of the County and the Development Area. The County shall inform all service providers of the terms of this Agreement. The parties agree that nothing in this Agreement obligates the County to approve creation of a Public Improvement District or otherwise to approve any particular project proposed by Owner, and that the County retains its authority to approve, deny, or approve in part any project or Public Improvement District in accordance with state law and the County's adopted regulations.

6. County Right to Information. Promptly on request by the County or any of the County's professional consultants providing services in accordance with this Agreement, Owner agrees to provide such information relating to development in the Development Area, including financial information, as the County or its consultants may in their discretion determine is necessary for their evaluation of the feasibility or advisability of the development, or of the creation or use of a Public Improvement District in furtherance of the development.

7. Termination.

(a) Unless earlier terminated as provided in Section 5(b) below, this Agreement shall have a primary term of two (2) years after the Effective Date, and shall thereafter continue on an annual basis unless terminated as provided herein.

(b) County may, in its sole judgment, terminate this Agreement upon delivery of written notice to the Owner.

(c) Upon any termination of this Agreement pursuant to Section 5(b), the County shall direct payment of (i) all remaining invoices for Professional Services that are outstanding and unpaid as of the date notice of termination is delivered to the County, provided that such invoices were incurred and performed in accordance with the terms of this Agreement, and (ii) all invoices for Professional Services incurred and performed in accordance with the Agreement prior to the date notice of termination is delivered to the County but not yet billed to the County. Any remaining balance in the Escrow Account after all invoices have been paid in accordance with the terms of this Agreement shall be refunded to Owner.

8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of Owner to pay for Professional Services.

9. Amendment. This Agreement may only be amended or altered by written instrument signed by Owner and the County.

10. Successors and Assigns. Neither the County nor Owner may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon, and inures to the benefit of the County and Owner and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties and, in particular, no rights or benefits on any provider of Professional Services other than for payment of services rendered.

11. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by FAX or E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 9.

Navarro County
Attn: Vicki Stoecklein
Navarro County
300 West Third Avenue, Suite 16
Corsicana, Texas 75110
PHONE: 903-875-3312
FAX: 903-875-3314

With a copy to:

Tom Scollon
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107-4654
PHONE: 817-332-2580
FAX: 817-332-4740
tscollon@toase.com

Southport Marina, Inc.

Attn: Rick May
10000 Spur 294
Corsicana, Texas 75109
PHONE: 903-874-1304
FAX: 903-874-7873

With a copy to:

Mark H. Zeppa
Law Offices of Mark H. Zeppa, PC
4833 Spicewood Springs Road, Suite 202
Austin, Texas 78759
PHONE: 512-346-4011
FAX: 512-346-6847

12. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

13. **Applicable Law.** This Agreement is made, and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Navarro County, Texas.

14. **Severability.** In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

16. **Sovereign Immunity.** The parties agree that County has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

17. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. **Authority to execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each

individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

20. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party.

ATTEST:

Sherry Dawel
County Clerk, Secretary

NAVARRO COUNTY, TEXAS

By: [Signature]



SOUTHPORT MARINA, INC.
a Texas Corporation

By: [Signature], President

EXHIBIT "A"

Development Area

Exhibit "A"

AREA DATA

TOTAL GROSS ACREAGE 35.5 ACRES
TOTAL NUMBER OF BUILDINGS
(36 UNITS PER BUILDING - 4 STORY) 284 UNITS

UNITS PER ACRE 8 U.P.A

BUILDING COVERAGE 10%

BUILDING DATA

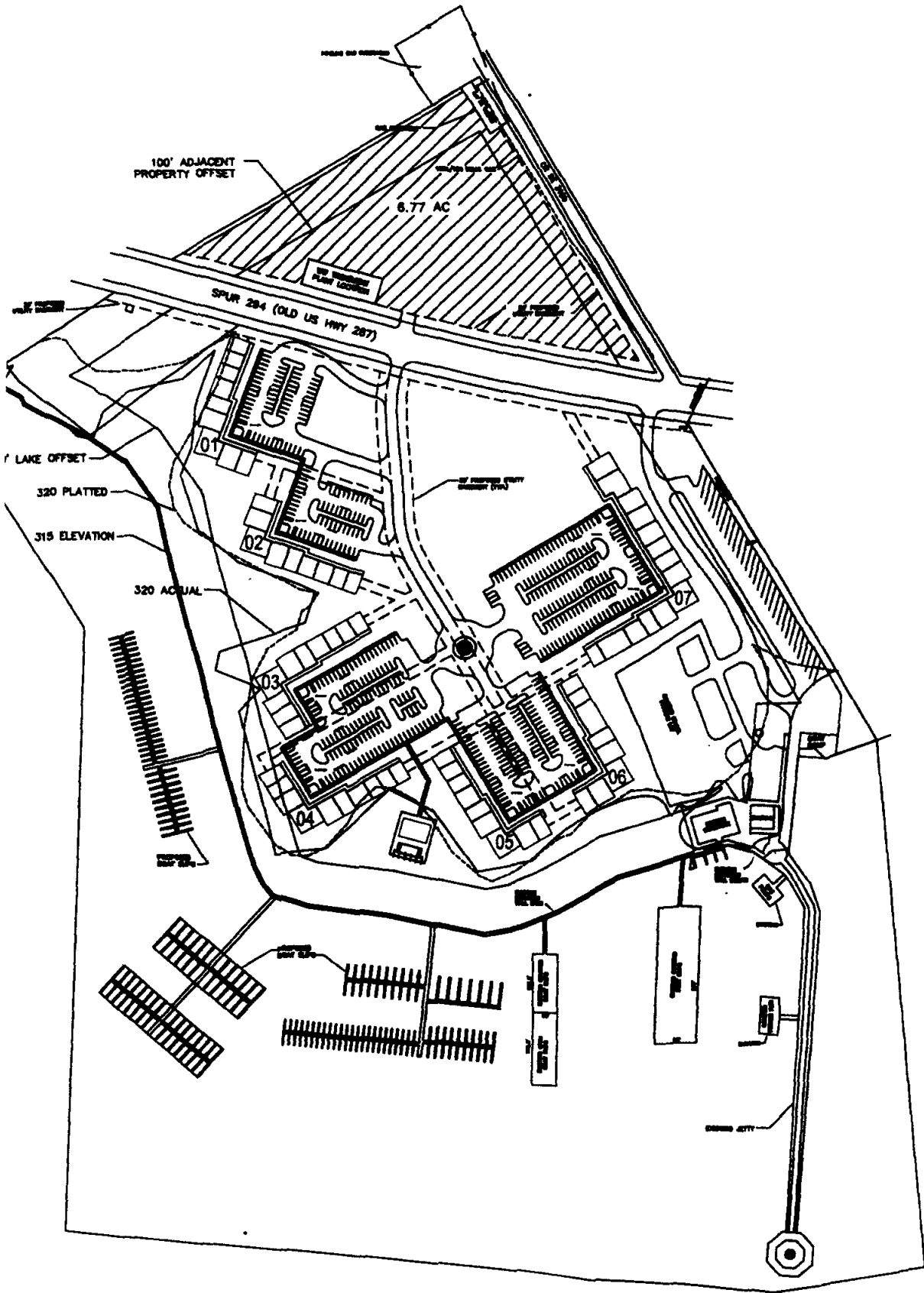
BUILDING AREA PER FLOOR 18,124 SQ.FT.
TOTAL BUILDING AREA 72,496 SQ.FT.
(4 FLOORS PER BUILDING)

PARKING REQUIRED
(1.5 SPACES/UNIT) 426 SPACES/BLDG

PARKING PROVIDED 513 SPACES

Information not to be released to the public until the project is approved by the local planning commission. This information is for internal use only and should not be used for any other purpose.

583



APES
 Associates Professional Engineering & Construction
 201 COUNTY ROAD 136 HUTTO, TX 78034
 512-870-9400 EMAIL: aesar@apee-ho.com

Sub of Issue: _____
 Project Number: _____
 Consultant: **MATT B. PHILLIPS, P.E., P.S.**
 201 C.R. 136
 HUTTO, TX 78034
 (512) 870-9400

| Revisions | No. | Date | Description |
|-----------|-----|------|-------------|
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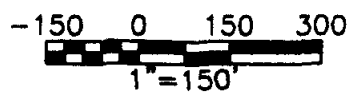
SOUTHPORT MARINA
 NAVARRO, TEXAS
 NAVARRO COUNTY

STATE OF TEXAS
 MATT B. PHILLIPS
 19867
 PROFESSIONAL ENGINEER

SITE PLAN

Sheet: 2.0

Number: 4



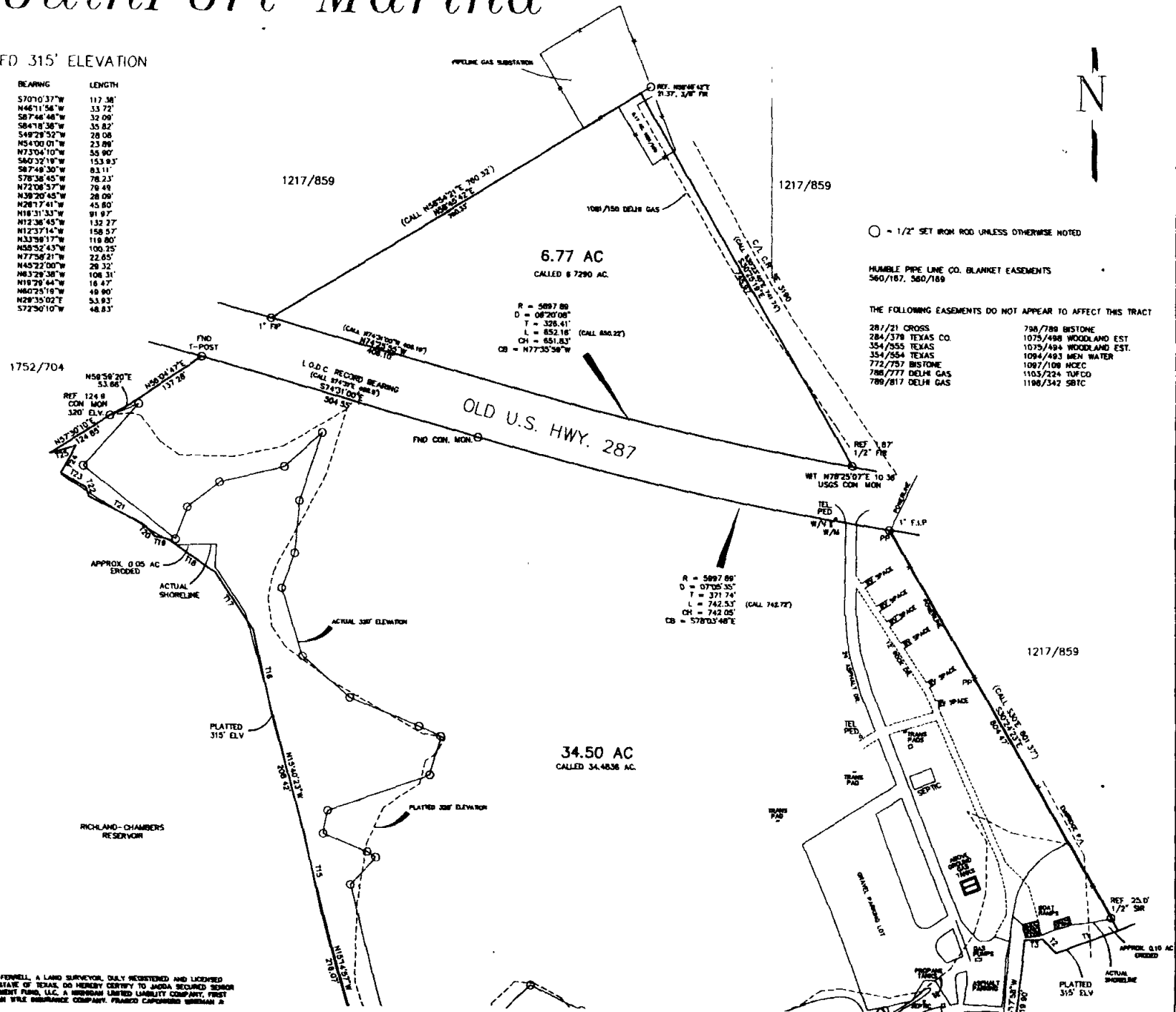
SouthPort Marina

Exhibit "A"

584

PLATTED 315' ELEVATION

| TANGENT | BEARING | LENGTH |
|---------|-------------|---------|
| T1 | S70°10'37"W | 117.38' |
| T2 | N46°11'56"W | 33.72' |
| T3 | S87°46'48"W | 32.09' |
| T4 | S84°18'38"W | 35.82' |
| T5 | S49°23'52"W | 28.08' |
| T6 | N54°00'01"W | 23.09' |
| T7 | N73°04'10"W | 55.90' |
| T8 | S80°32'18"W | 153.93' |
| T9 | S97°46'30"W | 83.11' |
| T10 | S78°38'45"W | 78.23' |
| T11 | N72°08'57"W | 76.48' |
| T12 | N39°20'45"W | 28.09' |
| T13 | N28°17'41"W | 45.80' |
| T14 | N18°31'33"W | 91.97' |
| T15 | N12°36'45"W | 132.27' |
| T16 | N12°37'14"W | 158.57' |
| T17 | N33°58'17"W | 119.80' |
| T18 | N58°52'43"W | 100.25' |
| T19 | N77°56'21"W | 22.05' |
| T20 | N45°22'00"W | 29.32' |
| T21 | N63°29'38"W | 108.31' |
| T22 | N18°29'44"W | 18.47' |
| T23 | N60°25'16"W | 49.90' |
| T24 | N28°35'02"E | 53.93' |
| T25 | S72°50'10"W | 48.83' |



○ = 1/2" SET IRON ROD UNLESS OTHERWISE NOTED

HUMBLE PIPE LINE CO. BLANKET EASEMENTS
560/187, 560/189

THE FOLLOWING EASEMENTS DO NOT APPEAR TO AFFECT THIS TRACT

- | | |
|-------------------|------------------------|
| 281/21 CROSS | 798/788 BISTONE |
| 284/378 TEXAS CO. | 1075/488 WOODLAND EST. |
| 354/555 TEXAS | 1075/494 WOODLAND EST. |
| 354/554 TEXAS | 1094/493 MEN WATER |
| 772/757 BISTONE | 1087/108 NCEC |
| 786/777 DELUX GAS | 1103/224 TUPCO |
| 786/817 DELUX GAS | 1186/342 SBTC |

R = 5897.89'
D = 08°20'08"
T = 326.41' (CALL 850.22)
L = 852.16'
CH = 651.83'
CB = N77°35'58"W

I, MARK FURNELL, A LAND SURVEYOR, DULY REGISTERED AND LICENSED BY THE STATE OF TEXAS, DO HEREBY CERTIFY TO AFORESAID SENIOR SURVEYOR THAT THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING PROFESSION AND THAT I AM A MEMBER OF THE SURVEYING PROFESSION.

5.0
BOUNDARY SURVEY

BY OTHERS

SOUTHPORT MARINA
NAVARRO, TEXAS
NAVARRO COUNTY

| NO | DATE | DESCRIPTION |
|----|------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

DATE OF ISSUE: _____
 PROJECT NUMBER: _____
 CLIENT: MATT & MELBA, P.E. & S.
 201 C.E. 138
 HURTO, TX 78854
 (512) 870-8400

APICS
 Associated Professional Engineering & Construction
 301 COUNTY ROAD 138 HURTO, TX 78854
 512-870-8400 EMAIL: info@apics-tx.com

THIS SURVEY WAS MADE BY THE SURVEYOR AND HIS ASSISTANTS IN THE FIELD AND THE RESULTS THEREOF ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1909 AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING ENGINEERS AND LAND SURVEYORS OF THE STATE OF TEXAS.

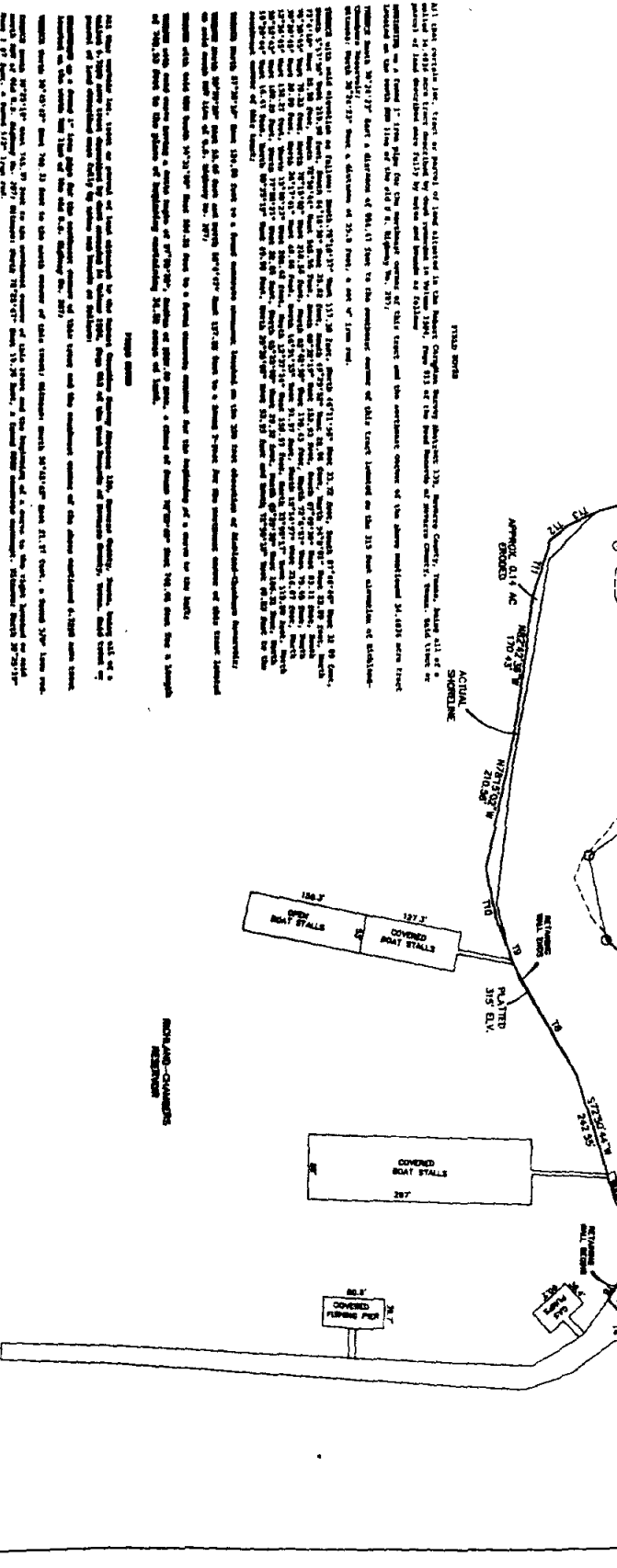
THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS AND THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS.

THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS AND THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS.

SCALE: 1" = 100'
 COUNTY: NAVARRO
 ACREAGE: SEE PLAT
 SURVEY: ROBERT CAROLINE A-138
 DESCRIBED VOL. 150A, PG. 813
 SURVEYED FOR: JASDA

THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS AND THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF DIVISION INTO LOTS.

BEALBY SURVEYING & APPRAISAL
 1-800-458-7870
 1-800-458-7870



586



NAVARRO COUNTY
SPECIAL ROAD USE PERMIT APPLICATION

STATE OF TEXAS ~
COUNTY OF NAVARRO ~

PERMIT NO. 02-04-01

Name of applicant (Company Name): Magellan Pipeline Company L.P.

Contact person: Phil Simpson, North Texas Area Supervisor

Address: 2115 East Highway 22, Mertens, TX 76666

Phone: 903-682-2935

Fax: 903-682-2536

Type of load: Gasoline and Diesel Petroleum Products

Vehicle descriptions: Petroleum Transport Trucks

Gross registered vehicle weight: Various Gross weight of vehicle and load: 80,000 lb (max)

Route Requested (Please list all roads to be used): Navarro County Roads 4230 and 4220

Term of Permit: Perpetual

The applicant shall read the attached court order #01-08-01 that governs the granting of this permit and will comply with it in every respect. This permit is granted, subject to the condition that the applicant, owner, operator or mover of a heavy vehicle, load, object or structure, shall:

- a. Applicant shall supply county with detailed site plan and construction plans with specifications for roads.
- b. Applicant shall provide a maintenance plan for roads.
- c. Any easements obtained in order to widen NW 4230 shall be dedicated to Navarro County.
- d. Navarro County reserves the right to require a maintenance or performance bond to insure proper maintenance of roads.
- e. Applicant agrees to fund the upgrade of NW 4220 from the end of the concrete pavement to the Richland Cemetery road in Hill County.
- f. Applicant shall not impede or obstruct the flow of traffic on county roadways.

Phil Simpson

Applicant signature

11/31/08

Date

COURT ORDER NO. _____

WHEREAS, pursuant to Chapter 251 of the Transportation Code, The Navarro County Commissioners Court may exercise general control over all roads, highways, and bridges in the county by restricting vehicle operations or requiring performance bonds whenever any county road may be seriously damaged or destroyed by the operation of such vehicles; and

WHEREAS, oil and gas drilling and production activities and heavy truck traffic on routes maintained in whole or in part by Navarro County will exceed the normal and anticipated use of the public roadways within Navarro County; and

WHEREAS, Navarro County roadways are not designed to support heavy vehicle loads and are highly susceptible to increased deterioration rates due to heavy vehicular traffic; and

WHEREAS, the condition of a road segment decreases in quality with heavy vehicular traffic, and heavy equipment loads produce greater amounts of road damage, which in turn, increases overall maintenance, repair, and replacement costs;

WHEREAS, Navarro County, for the mutual consideration hereinafter stated, desire to enter into agreements to require the posting of a road bond to temporarily and or permanently repair roadways, as necessary, for the duration of the term of said agreements in consideration of the use of said roadways for the purpose of the activities stated;

NOW THEREFORE BE IT ORDERED that the Navarro County Commissioners Court deems it advisable to place the following requirements on the use of county roads in order to protect the roads from extensive damage:

1. Establish a permitting procedure in the event it has been determined by the Commissioner's Court that heavy vehicular traffic will exceed the normal and anticipated use of public roadways within Navarro County.
2. Adopt permit requirements to reasonably govern the use of roadways in Navarro County by oil/gas drilling, exploration, or production, and trucks transporting commodities necessary to the health and welfare of county residents.
3. Require that when it has been determined by the Commissioner's Court that the use of a road by heavy vehicular traffic may destroy the road or result in serious damage to the road, a road bond in the amount of \$50,000.00 per mile, made payable to Navarro County Commissioner's Court, shall be posted for the sole purpose of repairing damage to the road.

588

ORDERED THIS THE _____ DAY OF _____, 2008.

Court order # _____

H.M. Davenport Jr., Judge

Kit Herrington, Commissioner Precinct 1

Faith Holt, Commissioner Precinct 2

William Baldwin, Commissioner Precinct 3

James Olsen, Commissioner Precinct 4

ATTEST:

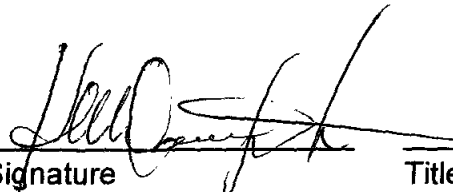
Sherry Dowd, County Clerk

CONTRACTOR LOCAL OPPORTUNITY PLAN

Navarro County agrees to implement the following specific affirmative action steps to increase the utilization of business concerns located within its boundaries.

- A. Identify eligible business concerns for TCDP assisted contracts through; the Chamber of Commerce, the Urban League, local advertising media including public signage; project area committees, citizen advisory boards; lists available through the local HUD program official; regional planning agencies, and all other appropriate referral sources.
- B. Maintain a list of eligible business concerns for utilization in TCDP funded procurements, to insure that all appropriate project area business concerns are notified of pending contractual opportunities, and to make available this list for general city/county procurement needs.
- C. Require all bidders on contracts to submit a written Local Opportunity Plan including utilization goals and the specific steps planned to accomplish these goals.
- D. Insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than the project area, are also let on a negotiated basis, whenever feasible, when let in the project area.
- E. Maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- F. Appoint or recruit an executive official of the city/county as Equal Opportunity Officer to coordinate the implementation of this plan.

As officers and representative of Navarro County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

| | | |
|---|----------------|------------------|
|  | County Judge | JANUARY 28, 2008 |
| _____ Signature | _____ Title | _____ Date |
| _____ Signature | _____ Title | _____ Date |

APPOINTMENT OF
FAIR HOUSING/EQUAL OPPORTUNITY STANDARDS OFFICER
(May also act as Section 504 Coordinator, see page 8-7)

City/County: Navarro County Texas Community Development
Address: 300 W. Third Avenue Program Contract No. 727197
Corsicana, Texas 75110
Telephone Number: (903) 654-3025

I, H. M. Davenport, do hereby appoint H. M. Davenport,
(Chief Elected Official) (Name and Title)

as the Fair Housing/Equal Opportunity Standards Officer for the City/County of Navarro County

The Fair Housing/Equal Opportunity Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the

City/County of Navarro County, as required by the Texas Community

Development Program Contract No. 727197.

The Fair Housing/Equal Opportunity Standards Officer should be familiar with all civil rights laws and regulations pertaining to the Texas Community Development Program, including those described on page 8-3 of this manual and those listed on Exhibit D of the TCDP contract.

Fair Housing/Equal Opportunity Standards Officer: [Signature]
(Signature)

Check if also acting as Section 504 Coordinator (required if locality employs 15 or more persons).

Appointed by: [Signature]
(Signature)

Date: 01-28-2008

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING COUNTY POLICY REGARDING A SECTION 504 WRITTEN CITIZEN GRIEVANCE PROCEDURE.

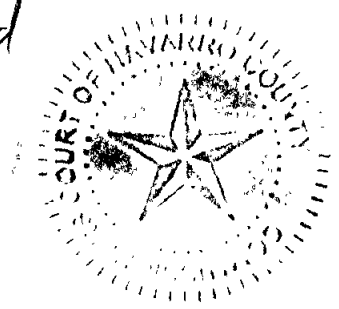
BE IT RESOLVED by Navarro County, Texas as follows:

- 1. Navarro County has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR Subpart A Sec. 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."
- 2. Complaints should be addressed to the 504 Coordinator: County Judge, 300 W. Third Avenue, Corsicana, Texas, 75110, (903) 654-3025, who has been designated to coordinate Section 504 compliance efforts. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations. A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).
- 3. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the 504 coordinator. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- 4. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the 504 coordinator, and a copy forwarded to the complainant no later than ten (10) working days after its filing. The Section 504 coordinator shall maintain the files and records of Navarro County relating to the complaints files.
- 5. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to Navarro County.
- 6. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- 7. These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Navarro County of complies with Section 504 and HUD regulations.

Adopted by Navarro County Commisioners Court on this 28th day of JANUARY, 2008.

[Handwritten Signature]
County Judge

[Handwritten Signature]
Attest:



RESOLUTION NO. _____

NAVARRO COUNTY, TEXAS
CITIZEN COMPLAINT PROCEDURES
for the
TEXAS COMMUNITY DEVELOPMENT PROGRAM

In order to comply with the Texas Department of Housing and Community Affairs' Complaint System, 10 T.A.C. Sec.178.1 and 178.2, the following citizen complaint procedures, adopted by Navarro County, Texas, are intended to provide a timely written response to all complaints and grievances made against Navarro County, Texas, Community Development Program efforts:

1. A person who has a comment or complaint about the services funded or to be funded by a block grant administered by the County, may submit such comment or complaint in writing to the County Judge who is responsible for administering the block grant program.
2. The County Judge shall, within five work days of receiving the comments or complaints, conduct an investigation into same, determine an appropriate response to same and so advise the person who made said comments or complaints, in writing. If, for any reason this cannot be done, the County Judge will, within five working days of receiving the comment or complaint, advise the person making the comment or complement, in writing, why the response cannot be provided within five working days of receiving the comment or complaint and when a response can be expected.
3. The County Judge shall notify the person who made said comments or complaints, in writing, of the final results of any investigation conducted. Unless unusual circumstances interfere, all investigative action and reports documenting the findings of same should be accomplished prior to the 15th working day after the comments or complaints were originally received. Should this final response be delayed, the person making the comments or complaints, must be so advised in writing, to include the problems being encountered and a new date for final resolution of the comment or complaint.
4. A copy of the above outlined comment and/or complaint procedures can be obtained at the Navarro County Courthouse, Corsicana, Texas, during normal operating hours, Monday through Friday (except holidays) .

Passed and approved by the Navarro County Commissioners Court on January 28, 2008

[seal of County]

COUNTY JUDGE *[Signature]*

ATTEST: *[Signature]*



RESOLUTION NO. _____

NAVARRO COUNTY, TEXAS
CITIZEN PARTICIPATION PLAN

Navarro County, Texas, shall comply with the following citizen participation plan requirements:

1. Provide for and encourage citizen participation, emphasizing participation by persons of low and moderate income residing in slum and blight areas and in areas in which TCDP funds are proposed to be used;
2. Provide citizens with reasonable and timely access to local meetings, information and records concerning the proposed and actual use of TCDP funds;
3. Provide for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing TCDP proposals with the level and type of assistance to be determined by the county;
4. Provide for public hearings to obtain citizen views and to respond to questions and proposals at all stages of the community development program, including at least the development of needs, the review of proposed activities, and a review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for disabled persons;
5. Provide for a timely written response to written complaints and grievances, within 15 working days where practicable; and
6. Identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonable expected to participate.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by Navarro County, Texas, the following public hearing provisions shall be observed:

Public notice of all hearings must be published at least three (3) calendar days prior to the scheduled hearing. The public notice must be published in a non-legal section of a local newspaper. Each public notice must include the date, time, location and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements.

Each public hearing shall be held at a time (generally after 5:00 PM on weekdays or on Saturdays) and location convenient to potential or actual beneficiaries and will include accommodation for disabled person.

When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

COMPLAINT PROCEDURES

Navarro County, Texas, has in place written citizen complaint procedures that provide a timely written response to complaints and grievances. The complaint procedures comply with the requirements of the Texas Department of Housing and Community Affairs Complaint System, 10 T.A.C. Sec 178.1 and 178.2. Citizens will be made aware of the location and hours at which times they may obtain a copy of these written procedures.

TECHNICAL ASSISTANCE

When requested, Navarro County, Texas, will provide technical assistance to groups representative of persons of low and moderate income in developing proposals for the use of TCDP funds. The level and type of assistance shall be determined by the county based upon the specific needs of the community's residents.

The county will comply with the following citizen participation requirements for the preparation and Submission of an application to the Texas Community Development Program:

1. At a minimum, the county will hold at least one public hearing prior to developing the application and post a notice in the local newspaper regarding the community's desire to submit an application.
2. The public notices will be published at least 7 days apart.
3. The public hearing will be held in the applicant's jurisdiction.
4. The county will retain documentation of the hearings notice(s), a listing of persons attending the hearings(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for a period of one year or until the project, if funded, is closed out. Such records will be made available to the public in accordance with Texas Civil Statutes, Article 6252-17a.
5. The public hearing will include a discussion with citizens on the development of housing and community development needs, the amount of funding available. All eligible activities under the Texas Community Development Program, and the use of past TCDP contract funds, if applicable. Citizens, with particular emphasis on persons of low and moderate income who are residents of slum and blight areas, will be encouraged to submit their views and proposals regarding community development and housing needs. Citizens will be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
6. The second public notice will announce the applicant's intent to submit the proposed project, the amount of funds being requested, the estimated amount of funds proposed for activities that will benefit low/moderate income persons, and the plans of the locality to minimize displacement of persons and to assist persons actual displaced as a result of activities assisted with TCDP funds, if applicable. The notice will include the location and hours when the application is available for review.
7. While more than one application can be discussed at a single public hearing e.g., if the applicant is considering both a Community Development Fund and a Texas Capital Fund application - a hearing held for the previous program year's submittal of the same application (under either fund) is not acceptable for meeting the requirements for any subsequent competition.

The county will comply with the following citizen participation requirements in the event that it receives funding from the Texas Community Development Program:

1. The county will hold a public hearing concerning any substantial change, as determined by the Office Of Rural Community Affairs – Texas Community Development Program, proposed to be made in the use of TCDP funds from one eligible activity to another.
2. Upon completion of the community development program activities, the county will hold a public hearing and review its program performance including the actual use of the TCDP funds.
3. The county will retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records will be made available to the public in accordance with Texas Civil Statues, Article 6252-17a.

CITIZEN PARTICIPATION PLAN COMPLAINT SYSTEM

1. A citizen who has a comment or complaint about the quality of services provided by any subcontractor for the county related to a Texas Community Development Program (TCDP) funded project or a comment or complaint related to any aspect of a TCDP project may submit such comment or complaint in writing to the County Judge.

2. The County Judge shall advise the complainant that his written comment or complaint will be presented to the County Commissioners Court at the next regularly scheduled meeting of that body and the complainant shall be invited to attend the meeting to observe the action of the Commissioners Court.

Adopted by Navarro County Commissioners Court on January 28 2008.

[seal of county]

COUNTY JUDGE: 

ATTEST: 



RESOLUTION NO. _____

A RESOLUTION ESTABLISHING RULES AND REGULATIONS REGARDING THE USE OF EXCESSIVE FORCE DURING NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS INCLUDING PHYSICAL BARRING ENTRANCES OR EXITS OF FACILITIES OR LOCATIONS WHICH ARE THE SUBJECTS OF SUCH DEMONSTRATIONS.

BE IT RESOLVED by Navarro County, Texas, as follows:

1. It is hereby established as the policy of the Navarro County that:

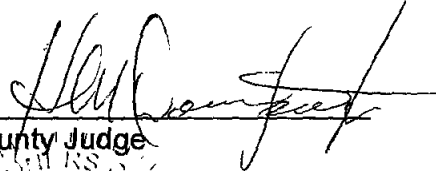
(A) No law enforcement officer employed by the county shall at any time use excessive force against any individual who is engaged in a nonviolent civil rights demonstration within the county;

(B) The county and its law enforcement personnel shall prohibit the physical barring of any entrance or exit of the facility which is the subject of the civil rights demonstration;

(C) The county and its law enforcement personnel shall enforce all applicable state laws pertaining to civil rights demonstrations.

2. Any county personnel who willfully violates any of the above stated policies shall be subject to disciplinary action, including but not limited to termination, as determined to be appropriate by the County Judge and Commissioners Court.

Adopted by Navarro County Commissioners Court on January 28, 2008.


County Judge


Attest:




**NAVARRO COUNTY, TEXAS
COMMISSIONERS COURT ORDER**

WHEREAS the Commissioners Court of Navarro County, Texas believes it is in the best interest of the County to apply for Texas Community Development Program Relief Funds through the Texas Office of Rural Community Affairs; and,


WHEREAS the Commissioners Court understands the need to expedite the grant application process and provide effective grant oversight and administration;

IT IS NOW ORDERED that the Professional Services Contract with Tim F. Glendening & Associates, Inc. for services to implement and administer Texas Community Development Program Disaster Relief funds administered by the Texas Office of Rural Community Affairs be exempted from the competitive bidding process under the *Texas Local Government Code* Section 262.024 (4).

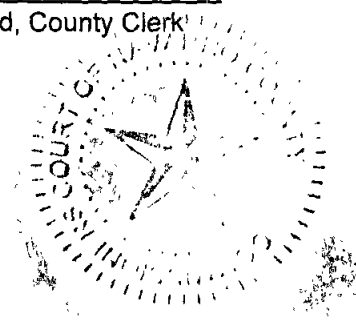
Adopted by the Navarro County Commissioners Court this 28th day of January, 2008.



H. M. Davenport, Jr., County Judge



Attest: Sherry Dowd, County Clerk



PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NAVARRO:

THIS AGREEMENT MADE BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS (HEREINAFTER CALLED CLIENT), AND TIM F. GLENDENING & ASSOCIATES, INC., (HEREINAFTER CALLED CONSULTANT), FOR THE PURPOSE OF RETAINING CONSULTANT TO RENDER SERVICES TO IMPLEMENT AND ADMINISTER CLIENT'S TEXAS COMMUNITY DEVELOPMENT PROGRAM (HEREINAFTER TCDP) - DISASTER RELIEF FUNDS (HEREINAFTER DRF) ADMINISTERED BY THE TEXAS OFFICE OF RURAL COMMUNITY AFFAIRS (HEREINAFTER ORCA)

WITNESS TO:

SECTION 1

The Client and the Consultant agree that the following provisions shall apply to the work to be performed under this Contract.

The Client agrees to employ the Consultant and the Consultant agrees to perform professional grant administrative services in connection with implementing Client's TCDP project as identified in the Performance Statement of Client's original contract with ORCA, and for having rendered such services, the Client agrees to pay the Consultant compensation as stated in the Sections to follow.

SECTION 2

The Consultant shall perform such professional grant administrative services as may be necessary to accomplish the work required to be performed under this Contract, in accordance with this Contract and applicable TCDP requirements.

SECTION 3

Consultant agrees to render Client the professional grant administrative services as provided in "Scope of Services" which document is attached hereto and incorporated herein for all purposes as if set out herein verbatim.

SECTION 4

Consultant hereby agrees that in the implementation of this Contract, they will comply with all terms and conditions as may be required by ORCA or HUD. Consultant hereby agrees that in the implementation of this Contract, they will comply with Section 109 of the Housing and Community Development Act of 1974, and Title VI of the Civil Rights Act of 1964.

SECTION 5

For and in consideration of the foregoing, Client agrees to pay Consultant a fee of Twenty-Eight Thousand Dollars (\$28,000.00) in accordance with the "Payment Schedule" which document is attached hereto and incorporated herein for all purposes as if set out herein verbatim.

SECTION 6

This Contract shall extend and be in full force for a term of twenty-four (24) months or until the Client's TCDP has been fully closed out by ORCA, whichever is later.

SECTION 7

If either party shall fail to keep any of the specific agreements herein, the other party may, by giving the party in default written notice, cancel and terminate this Contract as and from the expiration of thirty (30) days of receipt of said notice. In the event of termination, Client agrees to pay Consultant the fee for all work completed prior to receipt of termination in accordance with the schedule set forth in Section 5, hereof.

SECTION 8

It is understood and agreed that Client, ORCA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts and transcriptions.

Consultant agrees hereby to maintain all records for a period of six months after Client makes final payment and all other pending matters are closed.

SECTION 9

Client shall designate the County Judge to be authorized to act as Consultant's primary contact during the term of this Contract.

SECTION 10

This document embodies the entire Contract of the parties hereto and no amendment, additions, or deletions will be valid except same be in writing and executed by the parties.

SECTION 11

Client covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of this Contract. Client further covenants that in the performance of this Contract no person having such interest shall be employed by the Client, or shall be appointed as a member of Client's governing body.

SECTION 12

The Consultant agrees to perform the services in this contract in accordance with the applicable generally accepted standards and shall use that degree of care and skill commensurate with the Consultant's profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services to be performed and the Consultant's performance.

SECTION 13

The Client shall be the absolute and unqualified owner of all records or other documents prepared pursuant to this Agreement by the Consultant with the same force and effect as if the Client prepared the same. The Consultant may retain one set of reproducible copies of the documents and these copies shall be for the Consultant's sole use.

SECTION 14

Client and Consultant agree that Consultant shall perform its duties under this Agreement as an independent contractor. Personnel employed by Consultant who performed duties related to this Agreement shall remain under the supervision, management and control of Consultant and shall not in any event be considered employees of Client.

SECTION 15

This Agreement shall be construed according to, and the rights of the parties shall be governed by, the laws of the State of Texas. Venue will be proper in Navarro County, Texas.

SECTION 16

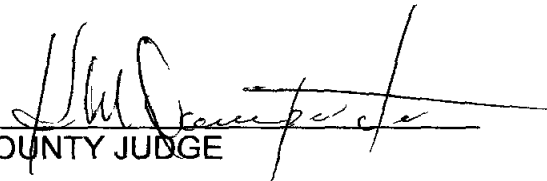
If any provision of this Contract is or be declared illegal, the remainder and balance of the Contract shall not be affected thereby.

SECTION 17

This Contract is approved and duly executed by the Client and the Consultant on this the 28th day of January, 2008.

CLIENT:

COUNTY OF NAVARRO

BY 
COUNTY JUDGE

CONSULTANT:

TIM F. GLENDENING & ASSOC., INC.

BY _____
TIM F. GLENDENING, AICP




COUNTY CLERK

SCOPE OF SERVICES AND PAYMENT SCHEDULE

The Client shall reimburse Tim F. Glendening & Associates, Inc., for management services provided based upon completion of major project milestones shown on the following scope of services for a maximum of \$28,000.00:

Procurement of Professional Services

Assist in solicitation of project engineer in accordance with TCDP procurement requirements and maintain all necessary documentation - \$n/c

Environmental Review

Prepare environmental assessment - \$n/c

Publish and disseminate public environmental notices - \$n/c

Request release of funds and send certification to ORCA - \$n/c

Clear project of TCDP contract environmental special conditions - \$2,500

Financial Management

Preparation and submittal of accounting system certification letter to ORCA - \$1,500

Complete/submit grant fund receipt method to ORCA - \$n/c

Establish TCDP non-interest bearing checking account - \$n/c

Prepare and submit depository/authorized signatory designation form to ORCA - \$2,000

Review invoices, prepare and submit first grant fund drawdown request - \$n/c

Amendments/Reports

Prepare and submit initial quarterly progress report - \$2,500

Prepare and submit initial recipient disclosure report form - \$2,500

Process any/all project TCDP amendments - \$n/c

Acquisition

Prepare and submit required real property acquisition activities report to ensure compliance with TCDP requirements - \$2,500

Project Construction

Submit start of construction notice to ORCA - \$n/c

Submit Personnel Cost Calculation Forms or Davis-Bacon rates to ORCA - \$1,000

Ensure review of plans/specifications by TNRCC/TXDOT - \$n/c

Request/obtain Davis-Bacon wage decision - \$n/c

Ensure bid advertisement is completed in accordance with TCDP requirements - \$n/c

Make 10-day wage confirmation call to ORCA - \$n/c

Verify construction contractor eligibility and submit to ORCA - \$n/c

Conduct pre-construction conference and prepare minutes - \$n/c

Submit notice of start of construction to ORCA - \$1,500

Prepare, submit and maintain monthly employment utilization reports - \$n/c

Fair Housing/Equal Opportunity

Implement and document current and required new activities for fair housing - \$2,000

Prepare Section 3 and Affirmation Action Plan - \$2,500

Prepare citizen complaint procedures - \$2,000

Prepare Section 504 requirements - \$2,500

Project Closeout

Prepare and submit certificate of construction completion to ORCA - \$500

Prepare and submit final wage compliance report to ORCA - \$500

Prepare and submit project completion report - \$2,500

Total for All Services - \$28,000

LIST OF CONDITIONS

1. PERSONNEL. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract.
2. REPORTS AND INFORMATION. The Consultant shall prepare all progress reports required by ORCA to ensure continued compliance with applicable regulations.
3. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the Consultant during this contract period are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior approval of the Client.
4. COPYRIGHT. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
5. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Consultant agrees as follows:
 - A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, that employees are treated, during employment, without regard to their race, creed, sex, color or national origin.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this nondiscrimination clause.
 - B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, , or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the provisions of the paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Client may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, with a subcontractor or vendor as a result of such direction by the Client, the consultant may request the United States to enter into such litigation.

6. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

7. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.

(a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded in whole or part with funds made available under this Title.

8. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said

labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

9. SECTION 503 HANDICAPPED (IF \$25,000 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following:

Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - E. The Contractor will notify the Contractor of the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, action for noncompliance.
10. INTEREST OF MEMBERS OF CLIENT. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the Client and no other public official of Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, have any personal financial interest, direct or, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
12. INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
13. LOCAL PROGRAM LIAISON. The County Judge or his/her authorized representative shall serve as the Consultant's primary contact.