

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 23RD DAY OF FEBRUARY, 2009 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN.

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- DIANE STEVENS-OTHER OPTIONS FOR ROAD  
CLOSING ON NW 0141

**CONSENT AGENDA**


- MOTION TO APPROVE ITEM 5-6 BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS  
MEETINGS OF FEBRUARY 9TH, 2009, AND FEBRUARY 12, 2009
  6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE  
COUNTY AUDITOR


**REGULAR AGENDA ITEMS**

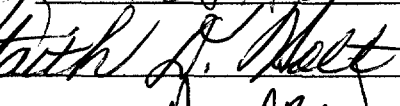
7. MOTION TO APPROVE CLOSING PROCEDURES NW 0141 A IN  
PRECINCT#1 BY HERRINGTON SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
8. MOTION TO APPROVE LOOKING INTO ESTABLISHMENT OF CREDIT  
CARD SYSTEM POLICIES FOR ELECTED OFFICIALS AND  
DEPARTMENTS BY HOLT SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
9. MOTION TO APPROVE RESOLUTION FROM NAVARRO COUNTY  
APPROVING A LEASE AGREEMENT BETWEEN NAVARRO COUNTY  
AND WILLBROS CONSTRUCTION (U.S.) LLC BY OLSEN SEC BY  
WARREN **TO WIT PG 504**  
ALL VOTED AYE MOTION CARRIED

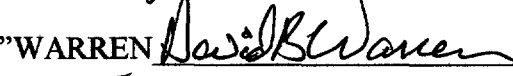
- 10. MOTION TO APPROVE MEMBERSHIP WITH PUBLIC POWER POOL, A POWER AGGREGATE COMPANY BY JUDGE DAVENPORT TO JOIN AND PAY MEMBERSHIP FEE SEC BY HERRINGTON TO WIT PG 505-507  
ALL VOTED AYE MOTION CARRIED
- 11. MOTION TO APPROVE NAVARRO COUNTY SHERIFF'S OFFICE RACIAL PROFILING REPORT FOR THE CALENDAR YEAR OF 2008 BY OLSEN SEC BY WARREN TO WIT PG 508  
ALL VOTED AYE MOTION CARRIED
- 12. MOTION TO APPROVE TREASURER'S REPORT FROM RUBY COKER BY HOLT SEC BY HERRINGTON TO WIT PG 509  
ALL VOTED AYE MOTION CARRIED
- 13. NO ACTION TAKEN BURN BAN STILL IN EFFECT
- 14. MOTION TO APPROVE DECLARING EQUIPMENT AND FURNITURE AS SALVAGE AND DISPOSING OF THE FURNITURE AND EQUIPMENT BY OLSEN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
- 15. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED


THESE MINUTES ARE HEREBY APPROVED THIS 13 DAY OF MARCH 2009.

JUDGE HM DAVENPORT 

COMR.PCT.1 KIT HERRINGTON 

COMR.PCT.2 FAITH HOLT 

COMR.PCT.3 DAVID "BUTCH" WARREN 

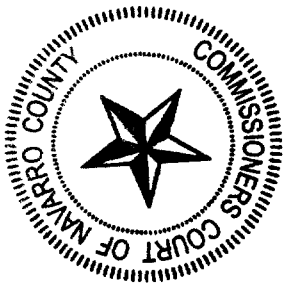
COMR.PCT.4 JAMES OLSEN 

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE

COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR FEBRUARY 23,  
2009.

SIGNED 13 DAY OF MARCH 2009.

Sherry Dowd  
SHERRY DOWD, COUNTY CLERK



RESOLUTION NO. 3276

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CORNICANA, TEXAS, APPROVING A LEASE AGREEMENT  
BETWEEN THE CITY OF CORNICANA AND WILLBROS  
CONSTRUCTION (U.S.) LLC.**

**WHEREAS**, Willbros Construction (U.S.) LLC desires to lease approximately 21 acres of land, more or less, out of the Michael Shire Survey, A-10, known as the South I-45 Industrial Park, Navarro County, Texas and being all that land as identified on Exhibit A and incorporated herein for all purposes; and

**WHEREAS**, the attached proposed lease agreement allows Willbros Construction (U.S.) LLC to lease said property for a period of six (6) months at a base monthly rate of \$4,500; and

**WHEREAS**, the terms and conditions are set forth in the attached Lease Agreement and incorporated herein as if fully set forth at length.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORNICANA, TEXAS, THAT** the Lease Agreement between the City of Corsicana and Willbros Construction (U.S.) LLC is hereby approved.

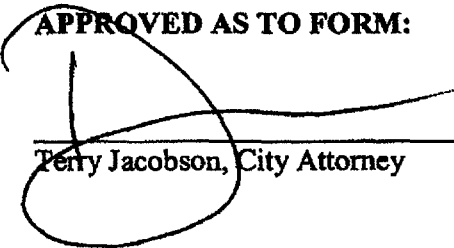
**PASSED and APPROVED** on this the 10<sup>th</sup> day of February, 2009.

  
\_\_\_\_\_  
C. L. Brown, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Cathy McMullan, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Terry Jacobson, City Attorney

**LEASE AGREEMENT****1. BASIC LEASE TERMS**

- a. **Effective Date of Lease Execution:** February 16, 2009.
- b. **Tenant:** Willbros Construction (U.S.) LLC  
4400 Post Oak Parkway  
Houston, Texas 77027
- c. **Landlord:** City of Corsicana, Texas  
200 North 12<sup>th</sup> Street  
Corsicana, Texas 75110
- d. **Premises Area:** Twenty-one (21) acres of land, more or less, a part of the property known as the South I-45 Industrial Park, Navarro County, Texas and being all that land as identified on Exhibit A and incorporated herein for all purposes.
- e. **Term of Lease:** Six (6) Months, commencing on February 16, 2009.
- f. **Base Monthly Rent:** \$4,500.
- g. **Prepaid Rent:** \$4,500
- h. **Total Security Deposit:** -0-

**2. PREMISES.** Landlord leases to tenant the premises described in Section 1 ("Premises"). By entry on the Premises, Tenant acknowledges that it has examined the Premises and accepts the Premises in the present ("as is") condition. The Premises may only be used in connection with the construction and installation of a pipeline.

**3. TERM.** The term of this Lease is for the period set forth in Section 1 commencing on the date in Section 1. The Tenant may extend this lease past the initial term by providing written notice to the City of its intent to do so at least 14 days prior to the expiration of the initial term. Any such extensions shall be on a month to month basis, and shall be conditioned on Tenant's continued compliance with the terms of this Lease, including rental payments, and on the Landlord's agreement to extend this Lease.

**4. RENT.**

a. **Base Rent.** Tenant shall pay Landlord monthly rent in the initial amount in Section 1 which shall be payable monthly in advance on or before the fifteenth (15<sup>th</sup>) day of each and every calendar month ("Monthly Rent") provided, however, the first month's rent is due and payable upon execution of this lease.

b. **Rent Without Offset and Late Charge.** All rent shall be paid by Tenant to Landlord monthly in advance on the fifteenth (15<sup>th</sup>) day of every calendar month, at the address shown in Section 1, or such other place as Landlord may designate in writing from time to time. All rent shall be paid without prior demand or notice and without any deduction or offset whatsoever. All rent shall be paid in lawful currency of the United States of America. Additionally, all such delinquent rent or other sums shall bear interest at the then maximum lawful rate permitted to be charged by Landlord. Any payment of any kind returned for insufficient funds will be subject to an additional handling charge of \$100.00 and, thereafter, Landlord may require Tenant to pay all future payments of rent or other sums due by money order or cashier's check.

5. **PREPAID RENT.** Upon the execution of this Lease, Tenant shall pay to Landlord the prepaid rent set forth in Section 1, and if Tenant is not in default of any provisions of this Lease, such prepaid rent shall be applied toward the rent due for the last month of the term. Landlord's obligations with respect to the prepaid rent are those of a debtor and not of a trustee, and Landlord can commingle the prepaid rent with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the prepaid rent.

6. **PERSONAL PROPERTY TAXES.** Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operations as well as upon all trade fixtures, leasehold improvements, merchandise and other personal property in or about the Premises.

7. **UTILITIES.** Tenant shall pay for all service connections and expenses (including the cost of repair of any utility lines) for water, gas, heat, light, power, sewer, electricity, telephone or other service metered, chargeable or provided to the Premises.

8. **FENCING.** Tenant shall pay for all costs for installation and maintenance of fencing to secure premises so livestock will not escape.

9. **MAINTENANCE.** Tenant shall maintain the Premises in good condition, including, without limitation, maintaining and repairing all walls, floors, ceilings, interior doors, and other items damaged by Tenant, its agent, or invitees. Upon expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as existed at the commencement of the term, except for reasonable wear and tear or damage caused by fire or other casualty for which Landlord has received all funds necessary for restoration of the Premises from insurance proceeds.

10. **RELEASE AND INDEMNITY.** As material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant or Tenant's property from any cause, and Tenant waives all claims against Landlord for damage to persons or property arising for any reason, except for damage resulting directly from Landlord's breach of its express obligations under this Lease which Landlord has not cured within a reasonable time after receipt of written notice of such breach from Tenant. Tenant shall indemnify and hold Landlord harmless from all damages arising out of any damage to any person or property occurring, in, on or about the Premises or

Tenant's use of the Premises or Tenant's breach of any term of this Lease, including damages caused by Landlord's negligence. In addition, Tenant will indemnify and obtain insurance regarding (if such insurance is available) any and all environmental claims arising out of Tenant's use of the property, it being the intent of the parties that Landlord not be responsible for any environmental harm or damage caused to the Premises or to third parties due to Tenant's use of the Premises.

**11. INSURANCE.** Tenant, at its cost, shall maintain public liability and property damage insurance with a single combined liability limit of \$1,000,000, insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. Landlord shall be named as additional insured and the policy shall contain cross-liability endorsements. On all its personal property, at its cost, Tenant shall maintain a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements and all "risk" coverage on all Tenant's improvements and alterations in or about the Premises, to the extent of at least a reasonable percentage of their full replacement value. The proceeds from any such policy shall be used by Tenant for the replacement of personal property and the restoration of Tenants improvements or alterations. This policy will contain an express waiver, in favor of Landlord, of any right of subrogation by the insurer. All insurance required to be provided by Tenant under this Lease shall release Landlord from any claims for damage to any person or the Premises and the Project, and to Tenant's fixtures, personal property improvements and alterations in or on the Premises or the Project, caused by or resulting from risks insured against under any insurance policy carried by Tenant. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by Insurance companies authorized to do business in the state in which the Premises are located with a financial rating of at least an A XII status as rated in the most recent edition of Best's Insurance Reports; (b) shall be issued as a primary policy; and (c) shall contain an endorsement requiring at least 30 days prior written notice of cancellation to Landlord, before cancellation or change in coverage, scope or amount of any policy. Tenant shall deliver a certificate or copy of such policy together with evidence of payment of all current premiums to Landlord within 30 days of execution of this Lease. Tenant's failure to provide evidence of such coverage to landlord may, in Landlord's sole discretion, constitute default under this Lease.

**12. DESTRUCTION.** If during the term, the Premises or Project are more than 10% destroyed from any cause, or rendered inaccessible or unusable from any cause, Landlord may, in its sole discretion, terminate this Lease by delivery of notice to Tenant within 30 days of such event without compensation to Tenant. If in Landlord's estimation, the Premises cannot be restored within 90 days following such destruction, the Landlord shall immediately notify Tenant and Tenant may terminate this Lease by delivery of notice to Landlord within 30 days of receipt of Landlord's notice. If Landlord does not terminate this lease and if in Landlord's estimation the Premises can be restored within 90 days, then Landlord shall commence to restore the Premises in compliance with then existing laws and shall complete such restoration with due diligence. In such event, this Lease shall remain in full force and effect, but there shall be an abatement of rent between the date of destruction and the date of completion of restoration, based on the extent to which destruction interferes with Tenant's use of the Premises.

**13. DEFAULT.** The occurrence of any of the following shall constitute a default by Tenant: (a) a failure to pay rent or other charge when due and such default continues for a period of five (5) days after such default occurs; (b) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten (10) consecutive days shall be deemed an abandonment and vacation); or (c) failure to perform any other provision of this Lease and such default continues for fifteen (15) days after receipt of written notice setting forth complete grounds of default.

**14. LANDLORD'S REMEDIES.** Landlord shall have the following remedies if Tenant is in default. (These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law): Landlord may terminate Tenant's right to possession of the Premises at any time. Tenant hereby grants Landlord full and free right, whether by changing or picking of locks if necessary, to enter and repossess the Premises, with or without process of law. Tenant releases Landlord from any liability for any damage resulting therefrom and waives any right to claim damage for such re-entry. Tenant also agrees that Landlord has not waived or relinquished any other right given to it hereunder or by operation of law. No act by Landlord other than giving notice to Tenant shall terminate under this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession.

**15. ENTRY ON PREMISES.** Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to do any necessary maintenance and to make any restoration to the Premises or Project that Landlord has the right or obligation to perform; (c) to post "for sale" signs at any time during the term; (d) to show the Premises to prospective brokers, agents, buyers, tenants or persons interested in leasing or purchasing the Premises, at any time during the term; or (e) to repair, maintain or improve the Premises and to erect scaffolding and protective barricades around and about the Premises but not so as to prevent entry to the Premises and to do any other act or filing necessary for the safety or preservation of the Premises or the Project or for ingress and egress to the adjoining property. Landlord shall not be liable for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this paragraph. Landlord shall conduct its activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to Tenant. For each of these purposes, Landlord shall at all times have and retain a key with which to unlock all the doors in, upon and about the Premises, excluding Tenant's vaults and safes. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of the Premises without prior written consent of Landlord. If Landlord gives its consent, Tenant shall furnish Landlord with a key for any such lock.

**16. NOTICE.** Any notice, demand, request, consent, approval or communication desired by either party or required to be given, shall be in writing and served either personally or sent by prepaid certified first class mail, addressed as set forth in Section 1. Either party may change its



address by notification to the other party. Notice shall be deemed delivered when it is hand delivered or when it is deposited, properly addressed and with proper postage, in the US Mails.

**17. WAIVER.** No delay or omission in the exercise of any right or remedy by Landlord shall impair such right or remedy or be construed as a waiver. No act or conduct of Landlord, including without limitation, acceptance of the keys to the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

**18. SURRENDER OF THE PREMISES; HOLDING OVER.** Upon expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant improvements and alterations in good, clean and sanitary condition, except for ordinary wear and tear. Tenant shall remove all personal property including, without limitation, all wallpaper, paneling and other decorative improvements or fixtures and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration of the term, including for example, restoring all wall surfaces to their condition prior to the commencement of this Lease. Landlord can elect to retain or dispose of in any manner Tenant's personal property not removed from the Premises by Tenant prior to the expiration of the term. Tenant waives all claims against Landlord for any damage to Tenant or its property resulting from Landlord's retention or disposition of Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storage, removal or disposal of Tenant's personal property. If Tenant remains in possession of the premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be defined to be a month-to-month tenancy terminable on written 30-day notice at any time, by either party. All provisions of this Lease shall apply to the month-to-month tenancy.

**19. SECURITY MEASURES.** Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Premises and Property and all real and all personal property that it, its agents and/or its invitees may use, from the acts of third parties.

**20. PERFORMANCE UNDER PROTEST.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and shall survive the right on the part of said party to initiate suit or other action for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

**21. MISCELLANEOUS PROVISIONS.**

- a. **Time of Essence.** Time is of the essence of each provision of this Lease.
- b. **Successor.** This Lease shall be binding on and inure to the benefit of the parties and their successors.
- c. **Landlord's Consent.** Any consent required by Landlord under this Lease must be granted in writing and may be withheld by Landlord in its sole and absolute discretion.
- d. **Commissions.** Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner.
- e. **Other Charges.** If Landlord becomes a party to any litigation concerning this Lease, the Premises or the Project, by reason of any act or omission of Tenant or Tenant's authorized representatives, Tenant shall be liable to Landlord for reasonable attorneys' fees and court costs incurred by Landlord in the litigation whether or not such litigation leads to actual court action. Should the court render a decision which is thereafter appealed by any party thereto, Tenant shall be liable to Landlord for reasonable attorneys' fees and court costs incurred by Landlord in connection with such appeal.
- If any party commences any litigation, against the other party or files an appeal of a decision arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all collection agency and attorneys' fees charged to landlord in addition to rent, late charges, interest and other sums payable under this lease. Tenant shall pay a charge of \$75 to Landlord for preparation of a demand for delinquent rent.
- f. **Texas Laws to Apply.** This Agreement shall be construed under and in accordance with the laws of the state of Texas and all obligations of the parties created hereunder are performable in Navarro County, Texas and venue of all disputes shall be in a court of competent jurisdiction in Navarro County, Texas.
- g. **Authority.** If either party hereto is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. If Tenant is a corporation, trust or partnership, Tenant shall, with thirty (30) days after request by Landlord, deliver to Landlord evidence satisfactory to Landlord of such authority.
- h. **Offer.** Any preparation of this document by Landlord or Landlord's agent and submission of same to Tenant shall not be deemed to be a proposal, offer or contract to lease to Tenant. This document cannot be unilaterally accepted by Tenant and thereby

made binding upon Landlord. This document is not binding on any party and has no force or effect until executed by all parties hereto.

i. **Landlord's Successors.** In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any liability under this Lease, and in such event Landlord's successor in interest shall be solely responsible for all obligations of Landlord under this Lease.

j. **Interpretation.** This Lease constitutes the entire agreement between the parties with respect to the Premises and the Project, except for such guarantees or modifications as may be executed in writing by the parties from time to time. When required by the context of this Lease, the singular shall include the plural, and the masculine shall include the feminine and/or neuter. "Party" shall mean Landlord or Tenant. If more than one person or entity constitutes Landlord or Tenant, the obligations imposed upon that party shall be joint and several. The enforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

CITY OF CORSICANA

By: *C. L. Brown*  
C. L. Brown, Mayor

Date: 2-10-09

WILLBROS CONSTRUCTION, LLC

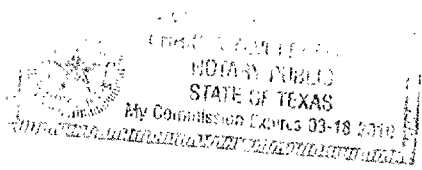
By: *J. Marlar II*  
Joseph F. Marlar II, Vice President

Date: 10 FEB 2009.

STATE OF TEXAS  
COUNTY OF NAVARRO

Sworn to and subscribed before me by C. L. Brown, Mayor of the City of Corsicana, Texas on the 10th day of February, 2009.

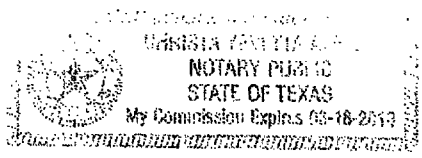
*Christa Albert*  
Notary Public in and for the State of Texas



**STATE OF TEXAS  
COUNTY OF NAVARRO**

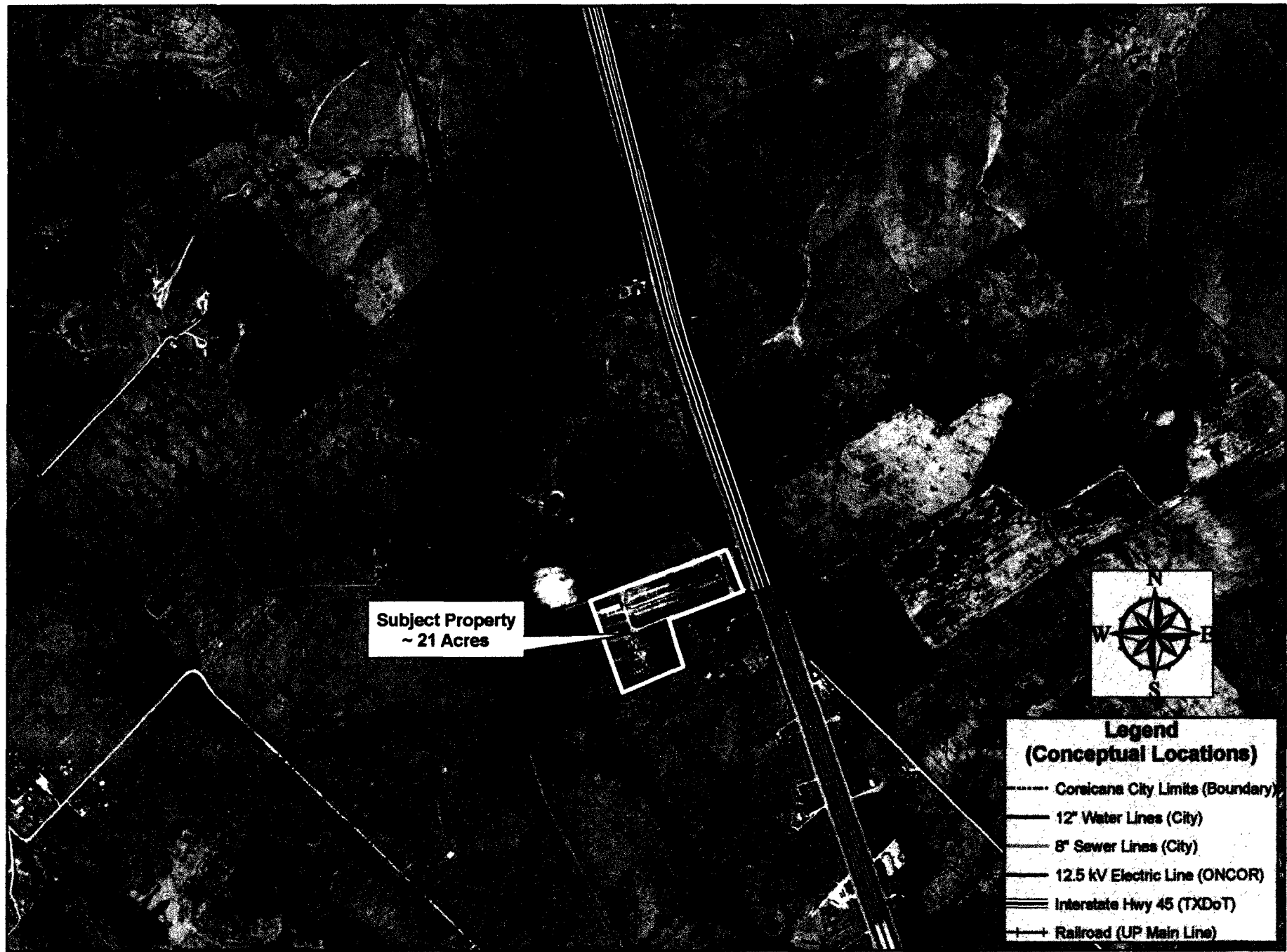
Sworn to and subscribed before me by Michael Hall, Contracts Manager for Willbros Construction, LLC on the 10<sup>th</sup> day of February, 2009.

Christa Albert  
Notary Public in and for the State of Texas

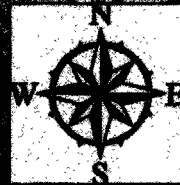


# EXHIBIT "A"

EXHIBIT "A" - LEASED PREMISES IDENTIFICATION  
LEASE AGREEMENT: WILLBROS CONSTRUCTION (U.S.), LLC & THE CITY OF CORSICANA, TEXAS (FEBRUARY 16,  
2009)



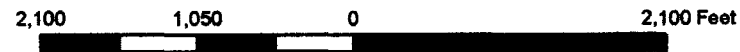
Subject Property  
~ 21 Acres



**Legend  
(Conceptual Locations)**

- Corsicana City Limits (Boundary)
- 12" Water Lines (City)
- 8" Sewer Lines (City)
- 12.5 kV Electric Line (ONCOR)
- ==== Interstate Hwy 45 (TXDoT)
- +— Railroad (UP Main Line)

**Proposed Lease Site (WILLBROS CONSTRUCTION, LLC)  
South I-45 Industrial Park (~21 ACRES SUBJECT PROPERTY)  
Corsicana, Texas**



5045

504K

March 11, 2009

Ms. Sherry Dowd  
County Clerk  
Navarro County, Texas  
300 West 3rd Avenue, Suite 101  
Corsicana, Texas 75110

Ms. Dowd:

During its regular meeting held on February 23, 2009, the County Commissioner's Court for the County of Navarro, Texas, granted approval for the Lease Agreement (Agreement) between WILLBROS Construction (U.S.) and Navarro County. The fully executed copy of the Lease Agreement between the City of Corsicana and WILLBROS Construction (U.S.) LLC is attached for your reference and files.

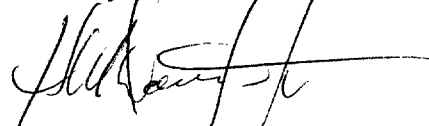
The basic terms of this Agreement are as follows:

- a. Effective Date: February 16, 2009
- b. Tenant: WILLBROS Construction (U.S.) LLC
- c. Landlord: City of Corsicana (2/3 Interest); Navarro County (1/3 Interest)
- d. Premises Area: Twenty one (21) acres of land located in the southern part of the South I-45 Industrial Park
- e. Term of Lease: Six (6) months, commencing on February 16, 2009
- f. Base Monthly Rent: \$4,500. (Payable as follows: City of Corsicana = \$3,000; Navarro County = \$1,500.)
- g. Prepaid Rent: \$4,500 (Payable as follows: City of Corsicana = \$3,000; Navarro County = \$1,500.)
- h. Method of Rent Distribution – WILLBROS to City and City to County: [1] City of Corsicana will receive check from WILLBROS for base monthly rent in the amount of \$4,500; [2] City of Corsicana will remit check each month payable to Navarro County in the amount of \$1,500 to compensate Navarro County for 1/3 of \$4,500 base monthly rent. The City of Corsicana will remit a check for the Prepaid Rent totaling \$1,500 (1/3 interest) payable to Navarro County.
- i. Total Security Deposit: -0-

Please refer to the attached Agreement for more detailed and specific terms and conditions.

Ms. Dowd, please contact me at your earliest convenience if you have any questions, or if I may be of additional assistance to you in any way.

Sincerely,



H.M. Davenport, Jr.  
County Judge  
Navarro County, Texas

**Minute Order**Order No. 2009-03Date: 2-23-09

State of Texas §

Navarro County §

Be it remembered, at a regular meeting the Commissioners Court of Navarro County held the 23<sup>rd</sup> day of February, 2009, on a motion made by Judge H.M. Davenport, and seconded by Kit Herrington, the following order was adopted:

**Whereas**, the Commissioners Court of Navarro County wishes to obtain the lowest cost of electricity available in the restructured competitive market scheduled in Texas; and

**Whereas**, the Texas Conference of Urban Counties has formed Texas CUC Aggregation Project (d/b/a Public Power Pool or P<sup>3</sup>); which is a political subdivision corporation pursuant to Chapter 304 of the Texas Local Government Code; and

**Whereas**, a political subdivision may join with another political subdivision or subdivisions to form a political subdivision corporation or corporations to act as an agent to negotiate the purchase of electricity, or to likewise aid or act on behalf of the political subdivisions for which the corporation is created, with respect to their own electricity use for their respective public facilities; and

**Whereas**, P<sup>3</sup> will aggregate the purchasing of electricity for all member political subdivisions with the goal of obtaining electricity rates that are lower than any individual political subdivision could obtain by itself, or could obtain by any other means;

**It Is Therefore Resolved** that Commissioners Court of Navarro County agrees to join Public Power Pool, and:

1. Approves the attached TCAP, Inc. d/b/a Public Power Pool or P<sup>3</sup>, Articles of Incorporation and Bylaws;



2. Appoints H. M. DAVENPORT as the Representative of Navarro County to P<sup>3</sup>, whose contact information is:

Phone number: 903-654-3025

Fax number: 903-872-0778

Address: 300 W. 3<sup>rd</sup> Ave, Corsicana, TX  
75110

Email address: hdavenport@navarrocouny.org

3. Approves and authorizes the payment of initial dues to P<sup>3</sup> in the amount of \$250 plus \$30 per account for the first 100 accounts (\$15 per account thereafter). This is a one-time payment of initial dues to P<sup>3</sup> in an amount of \$820;
4. Waives the 30 day notice period provided for by Section 4 (c) of the P<sup>3</sup> Bylaws for the competitive procurement process for the contract term beginning January 1, 2009;
5. Does not switch electricity service over to the Public Power Pool supplier until January 1, 2010;
6. Acknowledges that P<sup>3</sup> will review and compare available market pricing and, upon approval by the designated representative, execute a power supply agreement as the agent of the county as long as the agreement, after pricing is appropriately adjusted for different market conditions and load characteristics, is substantially similar to the agreement procured by P<sup>3</sup> during the 2008 procurement process; and
7. Designates the attached list of Navarro County facilities, identified by name, service address and utility account number as facilities for which Public Power Pool is authorized to purchase electricity.



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## Public Power Pool

500 W. 13th St. Austin, TX 78701 Ph 512-233-5780 Fx 512-233-5781 www.publicpowerpool.org

February 24, 2009

### Technical Committee Representative Designation Form

Political Subdivision: NAVARRO County

Technical Committee Representative: H.M. DAVENPORT, Jr.

Title: County Judge

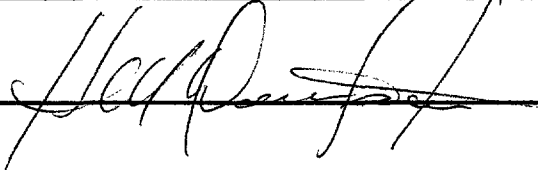
Mailing Address: 300 W. 3<sup>rd</sup> Ave Suite 102

Phone: 903 654 3025

Fax: 903 872-0778

Email: hdavenport@NAVARROCOUNTY.org

Date Signed: 2-23-09

Signature: 

\*One Technical Committee Representative designation is required per member, but all members may choose to designate more than one representative.



AFFIDAVIT SUBMITTED BY  
RUBY COKER  
NAVARRO COUNTY TREASURER

STATE OF TEXAS


COUNTY OF NAVARRO

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

I, Ruby Coker, the Navarro County Treasurer, on this 23rd day of February, 2009 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on January 31, 2009 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,183,831.47. Also, other assets totaling \$6,800,422.27 are being held by the Treasurer's office. The total interest for all accounts for the month of January, 2009 was \$6,970.55. The total disbursements for the month of January, 2009 were \$2,758,545.95. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 23rd day of February, 2009.

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

  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

  
\_\_\_\_\_  
Faith Holt - Commissioner Pct 2

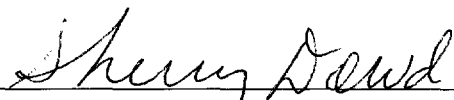
  
\_\_\_\_\_  
David Warren - Commissioner Pct 3

  
\_\_\_\_\_  
James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 23rd day of February, 2009 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

ATTEST



  
\_\_\_\_\_  
Sherry Dowd - Navarro County Clerk