

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 12TH DAY OF APRIL, 2010 AT 10:00 A.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:02 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER HERRINGTON
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-MARVIN DAVIS-ROAD IN RETREAT NEEDS
REPAIR

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 - 12 BY HOLT SEC
BY OLSEN
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF
MARCH 22ND, 2010, AND APRIL 7TH, 2010
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR
7. APPROVE MARCH 4, 2010, PLANNING AND ZONING AGENDA
TO WIT PG 715-716
8. APPROVE JANUARY 7, 2010 PLANNING AND ZONING AGENDA
TO WIT PG 717
9. APPROVE A REPLAT OF THE SHORES LOTS 257, 258, & 259 FOR
MICHAEL COPELAND
10. APPROVE OF LOTS 14 AND 15 BLK 1 PELICAN ISLE FOR MARVIN
MAXWELL
11. APPROVE SPECIFIC USE PERMIT #10-419 FOR A SIGN BY THE
BENEDICTINE MONASTERY OF THIEN TAM

12. APPROVE OF REPLAT OF LOTS 45,46, AND 47 BLK I OF FRANCISCO BAY FOR RICHARD GUEST

REGULAR AGENDA

13. MOTION TO APPROVE FINAL PLAT FOR HIGH RICE FOR OBE VELDMAN BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE APPOINTMENT TO THE PLANNING AND ZONING BOARD BILL SPAE BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
15. MOTION TO DENY SPECIFIC USE PERMIT #100418 FOR ROBERT BUTHOD FOR A GARAGE TO BE CONSTRUCTED BEFORE THE HOME IS BUILT BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
16. TABLE TO APPROVE FINAL PLAT OF SOUTHPOINT ON RICHLAND CHAMBERS FOR TEXAS LAND AND LAKES PER P & Z
17. MOTION TO APPROVE A SPECIFIC USE PERMIT #09-411A FOR ORVAL AND DONNA BOATMAN BY HOLT WITH STIPULATION FROM P & Z SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE AMENDMENT TO THE NAVARRO COUNTY FLOOD DAMAGE PREVENTION COURT ORDER BY OLSEN SEC BY HERRINGTON
TO WIT PG 718-736
ALL VOTED MOTION CARRIED
19. MOTION TO APPROVE ADDITIONAL HISTORIC PROPERTY ASSOCIATED WITH THE ORIGINAL REQUEST IN DECEMBER 2009 FOR A REINVESTMENT TAX CREDIT BY HERRINGTON SEC BY WARREN \$157.92 FOR DAN & TABITHA WILKES
TO WIT PG 737
ALL VOTED AYE MOTION CARRIED
20. MOTION TO APPROVE TREASURER'S REPORT BY RUBY COKER BY OLSEN SEC BY WARREN
TO WIT PG 738
ALL VOTED AYE MOTION CARRIED

21. TABLE TO APPROVE PROCLAMATION TO PROCLAIM APRIL 27TH, 2010 AS CONSERVATION DAY IN HONOR OF THE 75TH ANNIVERSARY OF THE NATURAL RESOURCES CONSERVATION SERVICE IN THE STATE OF TEXAS
22. MOTION TO APPROVE TAX REPORT BY RUSSELL HUDSON BY HERRINGTON SEC BY WARREN **TO WIT PG 739-743**
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE FEE STRUCTURE FOR ACCEPTING TIRES ON COUNTY CLEAN UP DAY TENTATIVELY UPON HEARING FROM TAC LEGAL DEPARTMENT BY HOLT SEC BY OLSEN **TO WIT PG 744**
ALL VOTED AYE MOTION CARRIED
24. MOTION TO APPROVE EXECUTING DOCUMENTS FOR COURTHOUSE RESTORATION PROCESS REGARDING PLANNING GRANT, WITH 1113 ARCHITECTS BY JUDGE DAVENPORT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 745-795S**
25. MOTION TO APPROVE LEASING 2-4 ADA COMPLIANT FILTERED WATER DISPENSER SYSTEMS FOR THE COURTHOUSE BY HOLT SEC BY WARREN **TO WIT PG 796-799**
ALL VOTED AYE MOTION CARRIED
26. MOTION TO APPROVE REVISED MAINTENANCE AGREEMENT CONTRACT WITH OTIS TO INCLUDE MAINTENANCE OF JAIL ELEVATOR BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTON CARRIED **TO WIT PG 800-806**
27. MOTION TO APPROVE PROSPERITY BANK'S REQUEST TO REPLACE EXISTING DEPOSIT COLLATERAL, CURRENTLY HELD IN SAFE KEEPING WITH THE FEDERAL RESERVE BANK, WITH SAFEKEEPING BY THE FEDERAL HOME LOAN BANK BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 807-809**
28. MOTION TO TABLE AWARDDING A BID FOR PEST CONTROL SERVICES FOR INFORMATION ON PERSONNEL WITH ORKIN PEST CONTROL BY WARREN SEC BY HOLT
ALL VOTED AYE MOTION CARRIED

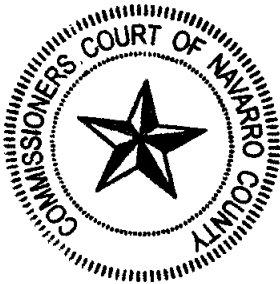
29. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR APRIL 12, 2010.

SIGNED 12 DAY OF APRIL, 2010.



SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

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PLANNING AND ZONING COMMISSION MINUTES

March 4, 2010

5:00 P.M.

The meeting was called to order with seven members present. The roll was called and the attendance was as follows:

- | | |
|-----------------------------|----------------------------|
| Chairman Jacobson – present | Vice Chairman Moe –present |
| Scott Watkins – absent | Conrad Newton – present |
| Carroll Sigman – absent | Wayne McGuire - absent |
| Vicki Farmer – absent | Tom White – absent |
| Dennis Bancroft – absent | Dolores Baldwin – present |
| Charles Irvine – present | Caleb Jackson – present |
| Eben Dale Stover – absent | Jeff Smith - present |

Item #2 on the agenda was consideration of the minutes of the January 7, 2010 Planning and Zoning meeting. Motion to table by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item # 3 on the agenda was a zoning change #10-416 for Mohamed Azam. This request is from agriculture to commercial. The property consists of 15.0 acres located in the Rolling Meadows Ranch Subdivision located on the service road of Interstate 45. Mr. Azam plans a metal trading business. Motion to approve by Commissioner Irvine, second by Commissioner Jackson, all voted aye.

Item # 4 on the agenda was a specific use permit #10-417 for Living Essence, Inc. This request is for the use of a travel trailer while a home is under construction at 1017 SE CR 3136, Corsicana, Texas. Motion to approve by Commissioner Newton; issuing the permit for one year to coincide with the building permit, second by Vice Chairman Moe, all voted aye.

Item # 5 on the agenda was a replat of lots 36 and 37 of Mattie Caston Shores Phase III by Orval and Donna Boatman. Motion by Vice Chairman Moe to approve, second by Commissioner Irvine, all voted aye.

Item # 6 on the agenda was a final plat for the Grand Oasis by Juli D’Jonili. This property consists of 31.01 acres in the D.T. Dunham survey and located on SE CR 3310. Motion to

Planning and Zoning minutes
March 4, 2010
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approve by Commissioner Smith, contingent upon the installation of a fire suppression system, second by Commissioner Newton, all voted aye.

Item # 7 on the agenda was a replat of lots 45, 46, and 47 Blk. I of Francisco Bay by J Richard Guest. Motion by Commissioner Irvine to table pending verification of the validity of an Affidavit, second by Vice Chairman Moe, all voted aye.

Adjourn.



NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

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PLANNING AND ZONING COMMISSION MINUTES

January 7, 2010

5:00 P.M.

The meeting was called to order with five members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
Scott Watkins – present
Carroll Sigman – absent
Pam Chapman – absent
Dennis Bancroft – absent
Charles Irvine – present
Eben Dale Stover – absent

Vice Chairman Moe –present
Conrad Newton – absent
Wayne McGuire - present
Tom White – absent
Dolores Baldwin – absent
Caleb Jackson – absent
Jeff Smith - absent

Item #2 on the agenda was consideration of the minutes of the August 6, 2009 Planning and Zoning meeting. Motion to approve by Commissioner Vice Chairman Moe, second by Commissioner Irvine, all voted aye.

Item # 3 on the agenda was specific use permit #09-411A with a variance for a storage building, the variance is for size and to include a restroom. Applicant is Orval and Donna Boatman. Building is to be located on lot 37 of Mattie Caston Shores Phase II. Mr. Boatman owns both lot 36 and 37, he stated the building will be located on lot 37 and the home on lot 36. The storage building will be used for the storage of materials to be used during the construction of his home, and for the storage of equipment and a boat. He is also requesting a restroom to be located in the building. Motion by Commissioner Watkins to table this request to allow Mr. Boatman to amend his application; requesting a smaller building and making application for a replat to combine his two lots into one tract, second by Commissioner Irvine. All voted aye.

Adjourn.

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FLOOD DAMAGE PREVENTION COURT ORDER

ARTICLE 1

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in Section 16.3145 & 16.315 of the Texas Water code delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Commissioners Court of Navarro County, Texas, does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Navarro County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in the floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood proofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this Court Order to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaking at the expense of the general public;
- (4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes this Court Order uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of the natural floodplains, stream channels, and the natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development, which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING- means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX- means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING- means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding of sheet flow.

AREA OF SPECIAL FLOOD HAZARD- is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated a Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD- means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASEMENT- means any area of the building its subgrade (below ground level) on all sides.

CRITICAL FEATURE- means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT- means any man-made change to improved and unimproved real estate, including, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING- means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, piling, or columns.

EXISTING CONSTRUCTION- means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING- means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD HAZARD BOUNDARY MAP (FHBM) - means an official map of a community, issued by the Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY – is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OF FLOOD-PRONE AREA - means any land susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT- means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS- means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinances and erosion control ordinance) and other applications of police power. The term describes such state or local regulations for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM- means those physical structural works for which funds have been authorized, appropriated, and expended and which has been constructed specifically to modify flooding in order to reduce the extent of the area in the community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING- means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damages to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) – means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE- means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE- means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE- means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either;

(a) By an approved state program as determined by the Secretary of the Interior; or

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE- means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM- means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR- means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance regulations.

MANUFACTURED HOME- means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION- means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL- means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION- means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes and subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION- means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at the minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.

RECREATIONAL VEHICLE- means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

RIVERINE- means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA- see *Area of Special Hazard*

START OF CONSTRUCTION- (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of the construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, filling; nor does it include the installation of streets and/or walkways; nor does it include excavation basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not the alteration affects the external dimensions of the building.

STRUCTURE- means, for floodplain management purposes, a walled and roofed building, including a storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE- means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT- means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equal 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designed as a "historic structure".

VARIANCE- means a grant relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION- means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(4), or (e)(5) is presumed to be in violation until such time as that document is provided.

WATER SURFACE ELEVATION- means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplain of coastal of riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS COURT ORDER APPLIES

The Court Order shall apply to all areas of special flood hazard within the jurisdiction of Navarro County.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM), Community number, 480950-0001, dated December 27, 1977, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this Court Order.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Court Order and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This Court Order is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this Court Order, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under States statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this Court Order is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Court Order does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding and flood damages. This Court Order shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Court Order or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Director of Planning and Development is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Court Order and other appropriate sections of 44 CFR (Emergency Management and Assistance – National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this Court Order.

(4) Review permits for proposed development to assure all that is necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the TCEQ prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3 Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data available from Federal, State or other source, in order to administer the provisions of Article 5.

(9) Review permit application to determine whether the proposed development will materially effect the floodplain.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not limited to, plans in duplicate drawn scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation (in relation to mean sea level), to which any nonresidential structure shall be flood proofed;

(c) A certificate from registered professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria of Article 5, Section (B) (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Article 4 Section (B) (1).

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed facility use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(j) The impact, if any, the proposed development has on the floodplain.

SECTION D. VARIANCE PROCEDURES

- (1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this Court Order.
- (2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or administration of this Court Order.
- (3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
- (4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of ½ acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base of flood level, providing the relevant factors in Section C (2) of the Article have been fully considered. As the lot size increases beyond ½ acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such condition to the granting of this Court Order (Article 1 Section C)
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitations will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (10) Prerequisites for granting variances:
 - (a) Variances shall only be issued upon the determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon; (i) showing a good and sufficient cause;(ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by the community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4 Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with new materials resistant to flood damage;

4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In the areas of special flood hazards where base flood elevation data has been provided and potential dam breach inundation areas have been established by breach analysis and mapping provided by the Navarro Soil and Water Conservation District, construction shall be prohibited.

In the areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction**- new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to **two foot** above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of the subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** – new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated **two foot** above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood proofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** – new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designed for meeting this requirement must either certified by a registered professional engineer or architect or meet or exceed the following criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) **Manufactured Homes-**

(a) Require that all manufactured homes to be placed with in Zone A on a community's FIRM shall be installed using methods and practices that minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that all manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in a expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to **two foot** above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is **two foot** above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this Court Order.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article C; and the provisions of Article 5 of this Court Order.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 4, Section B (8) of this Court Order.

(4) All subdivisions proposals including the placement of manufactured home parks or subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

ARTICLE 6

SEVERABILITY AND PENALTY

SECTION A. SEVERABILITY

If any section, clause, sentence, or phrase of this Court Order is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Court Order.

SECTION B. PENALTIES FOR NON COMPLIANCE

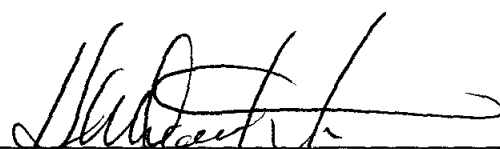
No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction shall thereof be fined not less than \$100.00 and not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Navarro County from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION C. EFFECTIVE DATE

Any amendments made to this Flood Damage Prevention Court Order shall be effective on the date the amendment is passed and shall apply to all permit applications that have not been finalized and issued prior to the effective date of said amendment.

ARTICLE 7

CERTIFICATION

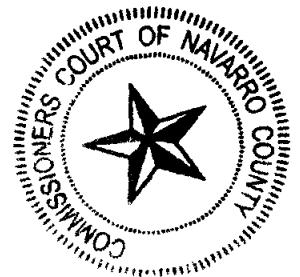
APPROVED: 
 {Community Official}

PASSED: 4-12-10
 {Adopted Date}

THIS COURT ORDER BECOMES EFFECTIVE:
4-12-10
 {Effective Date}

I, the undersigned, Sherry Dowd, do hereby certify that the above is a true and correct copy of a Court Order duly adopted by the Navarro County Commissioners Court, at a regular meeting duly convened on 4-12-10.


 Sherry Dowd, Navarro County Clerk



#19

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ITEM NO.

DATE: April 12, 2010

SUBJECT: **Historic Downtown District Reinvestment Tax Credit**

Comments: The original Tax Credit Application, completed by Dan & Tabitha Wilkes, listed a single address for what should have been two separate properties and only received their reimbursement for #R18352, in an effort to award them all that is allowed we are requesting that Navarro County approve the additional \$157.92 for the property #R18353. Malinda Veldman will be present at the Commissioners meeting to answer any questions you might have concerning this request.

Recommendation: Approve an additional historic property associated with the original request in December 2009 for a Reinvestment Tax Credit.

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

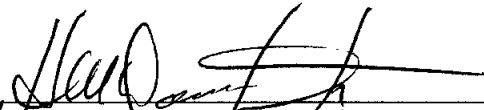
COUNTY OF NAVARRO

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 12th day of April, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on February 28, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,762,941.36. Also, other assets totaling \$10,444,785.46 are being held by the Treasurer's office. The total interest for all accounts for the month of February, 2010 was \$2,800.57. The total disbursements for the month of February, 2010 were \$3,105,577.03. 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 12th day of April, 2010.



H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



Faith Holt - Commissioner Pct 2

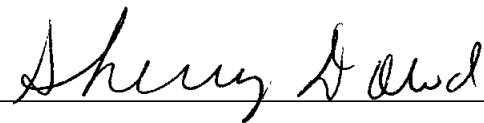


David Warren - Commissioner Pct 3



James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 12th day of April, 2010 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.



Sherry Dowd - Navarro County Clerk



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I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

APR 09 2010

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

TOTAL PAGES INCLUDING COVER SHEET 5

228

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 2010

740

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	370,233.33		30,145.57	400,378.90	9,387.69	390,991.21	1,296.18	15,513,534.57
DELINQUENT	26,276.60		8,736.14	35,012.74	2,315.57	32,697.17	6,675.46	%
TOTAL	396,509.93	-	38,881.71	435,391.64	11,703.26	423,688.38	7,971.64	2.39%
NAVARRO COLLEGE								LEVY
CURRENT	71,383.54		5,789.47	77,173.01	1,804.35	75,368.66	246.00	3,013,737.80
DELINQUENT	5,541.48	-	1,885.57	7,427.05	499.13	6,927.92	1,416.51	%
TOTAL	76,925.02	-	7,675.04	84,600.06	2,303.48	82,296.58	1,662.51	2.37%
CITY OF RICE								LEVY
CURRENT	2,472.17	-	191.84	2,664.01	60.34	2,603.67	6.35	111,678.45
DELINQUENT	133.50		33.53	167.03	9.05	157.98	33.41	%
TOTAL	2,605.67	-	225.37	2,831.04	69.39	2,761.65	39.76	2.21%
CITY OF KERENS								LEVY
CURRENT	4,254.42		343.68	4,598.10	107.22	4,490.88	21.04	244,872.02
DELINQUENT	929.15	-	260.64	1,189.79	69.80	1,119.99	236.93	%
TOTAL	5,183.57	-	604.32	5,787.89	177.02	5,610.87	257.97	1.74%
CITY OF CORSICANA								LEVY
CURRENT	199,803.87	-	15,911.17	215,715.04	4,976.83	210,738.21	342.89	7,513,503.60
DELINQUENT	12,602.67	-	4,157.29	16,759.96	1,102.36	15,657.60	3,046.47	%
TOTAL	212,406.54	-	20,068.46	232,475.00	6,079.19	226,395.81	3,389.36	2.66%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 2010

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	687.04		55.36	742.40	17.28	725.12		15,241.67
DELINQUENT				-		-		%
TOTAL	687.04	-	55.36	742.40	17.28	725.12	-	4.51%
CITY OF EMHOUSE								LEVY
CURRENT	217.93	-	15.49	233.42	4.97	228.45		8,598.91
DELINQUENT				-		-		%
TOTAL	217.93	-	15.49	233.42	4.97	228.45	-	2.53%
CITY OF RICHLAND								LEVY
CURRENT	321.31	-	23.26	344.57	7.44	337.13		14,105.26
DELINQUENT	82.06		23.06	105.12	6.18	98.94	21.03	%
TOTAL	403.37	-	46.32	449.69	13.62	436.07	21.03	2.28%
CITY OF GOODLOW								LEVY
CURRENT	35.13	-	3.13	38.26	0.97	37.29		3,018.27
DELINQUENT	8.67		3.95	12.62	1.05	11.57	2.53	%
TOTAL	43.80	-	7.08	50.88	2.02	48.86	2.53	1.16%
CITY OF FROST								LEVY
CURRENT	2,197.13		197.76	2,394.89	60.47	2,334.42		70,744.20
DELINQUENT	908.04		335.15	1,243.19	88.33	1,154.86	248.64	%
TOTAL	3,105.17	-	532.91	3,638.08	148.80	3,489.28	248.64	3.11%
CITY OF DAWSON								LEVY
CURRENT	2,059.83		179.02	2,238.85	55.07	2,183.78		69,133.57
DELINQUENT	96.89		26.60	123.49	7.14	116.35	24.69	%
TOTAL	2,156.72	-	205.62	2,362.34	62.21	2,300.13	24.69	2.98%

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AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING MARCH 2010

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE								LEVY
CURRENT	2,135.86		164.86	2,300.72	51.88	2,248.84		93,120.68
DELINQUENT	165.12		65.06	230.18	17.09	213.09	46.04	%
TOTAL	2,300.98	-	229.92	2,530.90	68.97	2,461.93	46.04	2.29%
NAVARRO COUNTY ESD #1								LEVY
CURRENT	2,272.61	-	198.90	2,471.51	61.12	2,410.39	6.02	109,001.80
DELINQUENT	145.74	-	36.62	182.36	9.92	172.44	36.41	%
TOTAL	2,418.35	-	235.52	2,653.87	71.04	2,582.83	42.43	2.08%
BLOOMING GROVE ISD								LEVY
CURRENT	28,372.78		2,387.28	30,760.06	738.72	30,021.34	229.68	1,382,061.05
DELINQUENT	2,236.40		652.84	2,889.24	174.40	2,714.84	570.28	%
TOTAL	30,609.18	-	3,040.12	33,649.30	913.12	32,736.18	799.96	2.05%
DAWSON ISD								LEVY
CURRENT	31,439.28		2,691.02	34,130.30	829.97	33,300.33	103.05	1,205,100.46
DELINQUENT	1,437.27		536.18	1,973.45	141.23	1,832.22	386.22	%
TOTAL	32,876.55	-	3,227.20	36,103.75	971.20	35,132.55	489.27	2.61%
RICE ISD								LEVY
CURRENT	20,551.58		1,588.93	22,140.51	500.00	21,640.51	21.49	1,154,992.39
DELINQUENT	1,962.82		628.42	2,591.24	166.92	2,424.32	506.78	%
TOTAL	22,514.40	-	2,217.35	24,731.75	666.92	24,064.83	528.27	1.78%
GRAND TOTAL	790,964.22	-	77,267.79	868,232.01	23,272.49	844,959.52	15,524.10	

MEMO:

TOTAL COLLECTED	<u>88,375,611.00</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>920.00</u>
HOT CK FEES	<u>40.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>91.69%</u>	GOODLOW	<u>66.80%</u>
COLLEGE	<u>91.59%</u>	FROST	<u>85.98%</u>
RICE	<u>87.47%</u>	CITY-DAWSON	<u>84.97%</u>
KERENS	<u>87.52%</u>	CITY-BL GROVE	<u>87.33%</u>
CORSICANA	<u>93.39%</u>	NC ESD #1	<u>89.70%</u>
BARRY	<u>89.39%</u>	B G ISD	<u>89.28%</u>
EMHOUSE	<u>71.84%</u>	DAWSON ISD	<u>90.45%</u>
RICHLAND	<u>80.58%</u>	RICE ISD	<u>87.83%</u>

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF MARCH 2010

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	301,811.02	24,565.35	326,376.37	7,650.46	318,725.91	1,056.24
ROAD & BRIDGE	62,797.26	5,126.69	67,923.95	1,595.67	66,328.28	221.40
FLOOD CONTROL	5,625.05	453.53	6,078.58	141.56	5,937.02	18.54
TOTAL	370,233.33	30,145.57	400,378.90	9,387.69	390,991.21	1,296.18
DELINQUENT TAXES						
COUNTY	21,628.53	7,209.67	28,838.20	1,910.59	26,927.61	5,498.63
STATE	-	-	-	-	-	-
ROAD & BRIDGE	4,250.32	1,394.68	5,645.00	369.98	5,275.02	1,075.91
FLOOD CONTROL	397.75	131.79	529.54	35.00	494.54	100.92
TOTAL	26,276.60	8,736.14	35,012.74	2,315.57	32,697.17	6,675.46
TOTAL ALLOCATION						
COUNTY	323,439.55	31,775.02	355,214.57	9,561.05	345,653.52	6,554.87
STATE	-	-	-	-	-	-
ROAD & BRIDGE	67,047.58	6,521.37	73,568.95	1,965.65	71,603.30	1,297.31
FLOOD CONTROL	6,022.80	585.32	6,608.12	176.56	6,431.56	119.46
TOTAL	396,509.93	38,881.71	435,391.64	11,703.26	423,688.38	7,971.64

743

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

#23

744

Waste Management Committee
Thursday, April 7, 2010
Courthouse Grand Jury Room 2pm

Agenda

Minutes of Previous Meeting

Old Business

2009 County Cleanup Day Totals [1,153 participants, 188 volunteers, 3,378 cu yds collected (360 cu yds recycled), 8,681 tires collected, 87 elderly/disabled residents assisted]

2010 E Waste Recycling Program Totals [449 participants, 18.10 Total Tons collected (12.55 Tons recycled)]

County Cleanup Day Plans

Set Date for 2010

Tire Day

Cleanup Day

County Input

City Input

Sponsorship

Volunteer Coordination

Meals and Refreshments

Publicity

Other

Adjourn

2007- 3,201 tires	-	\$ 7,923.75
2008- 6,766 tires	-	\$ 14,000.00
2009 - 8,681 tires	-	\$ 20,000.00

Proposed Fees

\$5/car

\$10/pickup

additional \$8 10' or less trailer

\$25-10-16' trailer

\$50 >16' trailer

#24

County Copy.

745

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year 2010
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Navarro County/Judge H.M. Davenport
300 West 3rd Avenue
Corsicana, Texas 75110

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

1113 Architects, Inc.
P.O. Box 1607
Georgetown, Texas 78627

for the following Project:
(Name, location and detailed description)

Restoration & Renovation of the Navarro County Courthouse
Corsicana, Texas
as described in Attachment 'C'.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

This work is for schematic design, design development, and 95% completion of construction documents.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

N/A

.2 Substantial Completion date:

N/A

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Liability & Medical - \$1,000,000.00
 Personal & Advertising - \$1,000,000.00
 Damages to Rented Premises - \$300,000
 Products/Completed Operations - \$2,000,00.00
 General Aggregate - \$2,000,000.00

.2 Automobile Liability

Hired/Non-Owned Auto Liability - \$1,000,000.00

.3 Workers' Compensation

Bodily Injury by Accident - \$500,000.00 each accident
 Bodily Injury by Disease - \$500,000.00 policy limit
 Bodily Injury by Disease - \$500,000.00 each employee

.4 Professional Liability

\$2,000,000.00 Per Claim
 \$2,000,000.00 Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

~~§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.~~

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

~~**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.~~

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

~~5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

~~§ 3.6.2.3~~ The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

~~§ 3.6.2.4~~ Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

~~§ 3.6.2.5~~ Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

~~§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR~~

~~§ 3.6.3.1~~ The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

~~§ 3.6.3.2~~ The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

~~§ 3.6.3.3~~ The Architect shall maintain a record of the Applications and Certificates for Payment.

~~§ 3.6.4 SUBMITTALS~~

~~§ 3.6.4.1~~ The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

~~§ 3.6.4.2~~ In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

~~§ 3.6.4.3~~ If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

~~§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.~~

~~§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.~~

~~§ 3.6.5 CHANGES IN THE WORK~~

~~§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

~~§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.~~

~~§ 3.6.6 PROJECT COMPLETION~~

~~§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.~~

~~§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.~~

~~§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~

~~§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.~~

~~§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect & Owner	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Basic svc included	
§ 4.1.4 Existing facilities surveys	Basic svc included	as required to document existing
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-designed Record Drawings	Not Provided	
§ 4.1.15 As-constructed Record Drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Basic Svcs/Plan &	Coord. w/vendor as noted-Attach 'B'
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Basic Services	as described in Attach 'B' & 'C'
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	
§ 4.1.28 Planning Grant Completion Report	Basic svc included	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Architect's Basic Services - 4.1.1 Architect to coordinate w/owner to determine which departments will return to the Courthouse post-restoration. Architect will advise owner as to potential layouts to accommodate department personnel. 4.1.3 Measured drawings are based upon original documents, work completed and documented since then, and on-site measurements by 1113 Architects. 4.1.4 Existing facilities survey was completed as a part of the Master Plans of 2000 & 2003, 1113 Architects will continue as required for 95% Construction Documents. 4.1.21-Basic services will include planning & coordination w/security vendor as noted in Attach 'B'. 4.1.26-Basic services will include Historic Preservation as described in Attach 'B' & 'C'.

Init.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

~~**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- ~~.4 () inspections for any portion of the Work to determine final completion~~

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty (20) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

~~§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.~~

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

~~§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

~~§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.~~

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

~~§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.~~

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Five hundred ninety-two thousand, and ninety-seven dollars (\$592,097.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

There are no additional services designated at this time.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Architect and Owner shall negotiate a basis of compensation if additional services are identified. Compensation shall be based upon the type and scope of service to be provided.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase:	twenty percent (20%)
Design Development Phase:	thirty percent (30%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)
95% Construction Documents Phase	fifty percent (50%)
Total Basic Compensation	\$592,097.00
Total Basic Compensation:	one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment 'E'

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Owner shall pay to the Architect 15% of the total fee earned at the time of termination for continued use of the Architect's Instruments of Service.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of

zero

Dollars

(\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% Monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The Architect will work with the Texas Historic Commission to secure their approval at completion of Schematic Design Phase, Design Development Phase, 60% Construction Documents Phase, & 95% Construction Documents Phase, in addition to owner approvals.

The Texas Historic Commission shall have the same rights and access to the documents prepared under this agreement as does the Owner, Navarro County.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:


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AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 03/24/2010 12:42:19 under the terms of AIA Documents-on-Demand™ order no. 2005162906 and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- Attachments:
- 'A' - Grant Application-12/2009
 - 'B' - Project Cost Estimate 3/2010
 - 'C' - Scope of Work & Deliverables by Phase 3/2010
 - 'D' - Schedule of Completion 3/2010
 - 'E' - Hourly Rates

This Agreement entered into as of the day and year first written above.



OWNER (Signature)



ARCHITECT (Signature)

H.M. Davenport, County Judge, Navarro County
(Printed name and title)

Karalei Nunn, President, 1113 Architects, Inc.
(Printed name and title)

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TEXAS HISTORIC COURTHOUSE
PRESERVATION PROGRAM
ROUND VI

GRANT APPLICATION

This application should be completed using the Texas Historic Courthouse Preservation Program Round VI Application Procedures obtained from the THC.

Please fill-in, type or print neatly in ink. Attach additional pages as necessary. Fiscal Year 2009-2010

I. General Information
Property Name Navarro County
Current County Judge H.M. Davenport
Address 300 W. 3 rd Avenue
City/Zip Code Corsicana, Texas 75110
County Navarro
Email hdavenport@navarrocounty.org
Telephone # 903.654.3030
Fax # 903.874.6053
When was the structure completed? November, 1905
Date(s) of any major modification 1964,1995,1998
Does the county currently own the building? Yes
Is it still functioning as the county's official courthouse? Explain.Yes

II. Contact Information (if other than the county judge)
Name Judge H.M. Davenport
Business Title
Address
City/Zip Code
Telephone #
Fax #
Email

III. Historical Designation (check all that apply)
<input checked="" type="checkbox"/> National Register of historic places, individually listed or a contributing resource in a historic district Name of District _____
<input checked="" type="checkbox"/> Recorded Texas Landmark
<input checked="" type="checkbox"/> State Archeological Landmark
<input type="checkbox"/> Designated historic by an ordinance of a municipality with a population of more than 1.5 million
If the property does not hold any of the above designations, then:
<input type="checkbox"/> Eligible for historic designation as determined by the THC and/or certified as a historic courthouse by the THC

IV. Architectural Significance. Describe the importance of the courthouse within the context of its architectural type, style, period and original architect.

The Navarro County Courthouse, built in 1905 was designed by Dallas architect, J. E. Flanders. Flanders was also the architect for other such noted structures as the Dallas County Records Building, the Ellis County Records Buildings, Shackelford County Courthouse and the Nolan County Courthouse. The Navarro County Courthouse is a beautiful example of Beaux Arts or Neo-Classical design. Its outstanding exterior features include Ionic columns, entryway pediments, clock tower, round windows, and other ornamentation. The red tile roof, light brown brick, and white ornamentation present a stunning pallet from miles away.

The interior is even more breathtaking. The three-story rotunda, topped by a beautiful stained glass skylight, has a terrazzo floor, marble wainscots, and is bordered by beautifully finished scagliola columns. The rare paint and plaster finish may be the only example to be found in a Texas Courthouse and is rarely found east of the Mississippi. In addition, the design for the building included the installation of an elevator. Although it was not built at that time, a new elevator will be installed in that location bringing the original vision of the architect to fruition.

V. Historical Significance. Describe the historical significance of the events and individuals associated with the courthouse.

The Texas Courthouse, A Temple of Justice

In The People's Architecture, a book devoted to government buildings in Texas, Willard B. Robinson comments about the county courthouse America:

"Rather than focusing upon a church or a palace, as in Europe and in other countries in the Americas, society in the United States found security and organization in county courthouses and in municipal buildings... the county capitol has long served as the guardian to vital statistics and records essential to civilization. Temples of justice were erected to accommodate the regional and local civic functions, expressing public esteem in these functions at the community level.

The lives of the citizens of a Texas county are played out in and around their courthouse, births, deaths, marriages, and divorces are recorded there, and the transaction of success – the ownership or property, are suly listed with the clerk and tax assessor. Matters of civil dispute are litigated there and justice meted out against transgressors in those same courtrooms. The fabric of our lives is stitched daily in our courthouses and Navarro County is no exception. The intrinsic value to the community is historical significance itself.

Specific to this Courthouse is former Governor Jester. Navarro County was the birthplace of Beauford Halbert Jester, a leader in Texas who served as Governor from 1947 to 1949. He was an attorney and served as the President of the Navarro County Bar Association from 1925 - 1938, while living in Corsicana. He served in many trials in the court, particularly as they related to oil and gas and participated in one of the most famous - the "Tidelands' case that went to the Supreme Court and has continued to be an influence in Federal law today.

In addition, Jester was the youngest Regent to ever serve on the Board of Regents at the University of Texas, and as he was influential in prooting an extensive building program as well as determining a financing mechanism, Jester Center was named for him.

There are other very dedicated and even colorful citizens that have served in the 1905 Navarro County Courthouse. C. L. Jester, former County Judge has written an extensive history from the early days of the County through his death.

Sheriff John W. Stewart shot Justice of the Peace, George Crumbly in a dispute in 1926 on the first floor of the Courthouse. Witnesses claim to have heard footsteps on the empty staircase, the elevator going up and down without passengers and lights going off and on without hands on the switches. The event began with a violent confrontation when the JP accused the Sheriff of not filing enough cases - The Judge was paid from the proceeds of those cases, so it was important to him. Supposedly, the Judge hit the Sheriff on top of the head with a Notary Seal, and the Sheriff shot him in self-defense. The Sheriff was tried and exonerated, but he never ran again.

VI. Endangerment. Describe why the courthouse might be considered endangered.

The interior pipes for both plumbing and hvac continue to leak in various locations causing further deterioration to the interior finishes. The plumbing leaks are especially bad in the southwest quadrant and have created areas of crumbled plaster. The water leaks to the hvac units are more obvious as they are located in the public areas and have deteriorated plaster and water rust stains on the surrounding wall and floor materials.

The scagliola columns are suffering from almost 100 years of neglect. The plaster should be regularly maintained with wax, but over the years, this maintenance feature has been forgotten and the plaster is dry and cracking. Jhonny Langer, historic finish specialist, with Source has written that the plaster is in danger of separating from the armature. Significant cracks are visible. Conservation efforts should proceed a large scale restoration to ensure that viability of this unique finish.

[Empty rectangular box]

Optional Emergency Funding Request

Would the county be willing to accept an emergency grant to address only these conditions at a higher county cash match requirement?

Yes No

Describe the scope of work to address the endangerment:

Estimated cost of emergency work:

Construction costs including contractor's overhead and profit		\$	_____
Contingency (10%)	+	\$	_____
Architecture/Engineering services	+	\$	_____
Total project budget	=	\$	_____

(Attach a more detailed cost breakdown if necessary)

Photographic Evidence: Provide labeled digital images or prints of areas exhibiting the above described conditions and/or causes of the endangerment.

VII. Original Integrity. Describe the degree of surviving integrity of original design and materials. If courthouse has undergone major modifications, give dates and describe the features that were changed.

The Courthouse offers a high degree of surviving intergrity of the basic bones of the interior. The exterior has been fully restored (1999) and the roof which continued to leak, has been repaired to finally stop the leaking. The small office areas that had been added that filled in the public areas have been removed in the past two years. The columns, finishes, stairs, skylight, terrazzo floors, marble wainscot and openings in the public areas have all been maintained and are easily restorable. The dual open staircases have not suffered any revisions. The plaster

ceilings remain throughout the public spaces at the 1st, 2nd, and 3rd floors. The County/Commissioners Courthouse has had some revisions to it over the years, but the changes are small and can be removed for restoration. The largest single change has been the removal of the balcony from the District Court and the inclusion of offices in that space.

VIII. Summary of Project. Describe the intent of the applicant in undertaking the proposed project.

A. Project Description: Describe the full scope of work. Explain which functions will be housed in the courthouse upon completion.

The interior of the building requires an extensive overhaul of the systems that make it function; electrical, mechanical, and plumbing. Each of these requires massive renovations that will cause the building walls to be laid open. The electrical service to the building will be relocated and capacity increased. Wiring will be replaced. Non-historic lighting will be replaced. The heating system will be replaced with removal of the chillers to the north side and a ducted supply and return to all spaces. New piping will replace the plumbing and new fixtures.

There may be a small amount of remedial work to the basement, SW corner as there is anecdotal evidence since the Master Plan was revised in 2004 that the foundation may have dropped or be dropping in this area. Further investigation must take place to determine what is happening at this location.

This work, done 'beneath the skin' will bring the building into the 21st Century. The remaining work will be to that 'skin' of the interior and greatly enhance its appearance. Restoration of interior finishes at all levels within the public area and the removal of inappropriate additions within those spaces will return the 'oohs and aahs' to one's greeting of the space. The restoration date will be the mid-1930s. At that time, everything in the basic bones was there, the clock was installed in the 1920s, the ceiling fans in the 30s and major structural additions were made in the early 1930s 'bringing beams and bulkheads into the public space'. The elevator will be relocated and the dead lites into both courtrooms from the lobbies will be restored. The restoration of the District Court, reconstruction of the balcony and re-installation of the skylights will return this beautiful building to its rightful place as the centerpiece of county government in Navarro County.

B. Treatment Approach: Identify the primary philosophy or treatment approach represented by this proposal by checking one box.

- Preservation
- Rehabilitation
- Restoration (restoration date: 1930s)
- Reconstruction

Describe aspects of project that fall under each treatment category.

- Preservation

Interior finishes of plaster, scagliola columns, doors, hardware.

Rehabilitation

Building Systems - Mechanical, Electrical, and Plumbing. Addition of Elevator.

Restoration (restoration date: 1930s)

District Court, County/Commissioners Court, Public Areas, Floors throughout, Lobby Skylight, Paint finishes.

Reconstruction

District Court Balcony, Skylight Reinstallation - 2.

C. Project Scope: Does this proposal address and remedy some, or all, former inappropriate changes? Some All Explain.

It is the intent of the Court to remedy all inappropriate changes as outlined in the master plan and subsequent finishes investigation. Over the last few years, the office encroachments into the lobby have been removed. The District Court will be restored with the balcony above reconstructed. The County Court will be restored with the ceiling and floor finishes. There may have to be accommodations made for the distribution of hvac throughout the building with the intent being that the work is completed in a sympathetic manner acceptable to the overall preservation of the Courthouse.

What aspects of a complete restoration will not be undertaken? Explain.

None

D. County Records Plan: Does a plan exist for protecting county records before, during and after the construction activity?

Yes No Explain and attach copy of the plan as an appendix to the application.

Copy of plan attached.

E. Conformance with Preservation Master Plan: Is the proposed work in conformance with the full scope of work as described in the approved master plan?

Yes No Explain.

Does the work address the building's physical problems in proper sequence?

Yes No Explain.

F. Project Results: Will the proposed project result in a fully restored county courthouse?

Yes No

Will additional phases be required to complete the project? Explain and relate to Section XVI: Additional Work.

IX. Project Funding Request

The \$20 million appropriation for the 2009-10 biennium was substantially less than the \$85 million requested by the THC for this funding cycle. Although the program was created to allow a state contribution of up to 85 percent of the total project cost, counties are encouraged to exceed the minimum match required by over matching the funds requested. This will allow THC to extend financial assistance to a larger number of counties. Applicants that contribute a higher percentage of the project cost in cash contributions will increase their score and enhance their chance of selection.

A. County Match Requirements:

The minimum county match is 15 percent of the total project cost. The county may provide the minimum match entirely through cash and planning expenses or may receive credit for prior capital expenditures as long as they do not exceed half of the required match amount. *

Minimum County Match:

Total (Allowable) Project Costs (from Estimated Project Budget form) =
 \$ 7,500,000.00 x 15% = \$ 1,125,000 minimum county match

Section A - Prior capital expenses match (at a maximum 7.5% of total project cost):

\$ 223,451.00 Prior approved capital expenses incurred during any 30 month period
 between April 16, 2005 and December 1, 2009.

Section B (cash and architectural services) match:

\$ 1,500,000.00 Cash contribution by county (dollar amount available through county or
 private contribution)
 \$ 54,800.00 Cost of current preservation master plan (approved by THC since 1999)
 \$ 0.00 Expenses for approved architectural plans and specifications for this project
 (costs paid by the county and not part of a county match for a prior THCPP
 grant)
 \$ 1,554,800.00 Total Section B match

Actual County Match:

\$ 1,778,251.00 Section A + Section B matches = Actual county match (must meet or
 exceed 15 percent of total project cost)

B. Grant Funds Requested:

Please note that the cash contribution plus the grant request must equal the total project cost.

Total project cost (excluding ineligible expenses)	\$ <u>7,500,000.00</u>
Cash contribution by county (from above)	- \$ <u>1,500,000.00</u>

Grant funds requested (maximum \$6 million) = \$ 6,000,000.00

* Match credits for planning costs and prior capital expenses that were applied toward previous THCPP grants should not be shown in the above match calculations.

X. Photographic Documentation

At least 10 high quality color digital images showing all four current facades, significant interior spaces and details of the building. Photos are a requirement of the application and cannot be returned.

XI. Architectural Plans and Specifications

Does the county have completed plans and specifications for the project proposed in this application that have been approved by the THC? Yes No

Would the county be willing to accept a Round VI grant solely for the development of a full set of architectural plans and specifications? Yes No

XII. Preservation Easements and/or Deed Restrictions

Does the county have a current preservation easement and/or deed restriction on the courthouse held by the THC? Yes, please attach a copy No

Would the county be willing to grant a preservation easement to the THC if awarded a grant?
 Yes No

For how many years?

- 10 years
- 25 years
- 50 years
- perpetuity

XIII. Evidence of Local Support. Points will be given to projects that have demonstrated local support. This may include letters of support from state and federal legislative delegations, local, city and county officials, civic groups and individuals.

Explain and give examples of county incentives for historic preservation, and describe how the county government supports the county historical commission and other local preservation efforts, including the courthouse or the courthouse grounds.

The County participates in a preservation incentive program with the City of Corsicana through tax incentives and credits. See the attached order.

Explain and give examples of any efforts to protect and enhance surrounding historic resources. Include mention of the nearby commercial buildings, other county structures, local preservation ordinances or Main Street initiatives.

The City of Corsicana participates in the Main Street program and is supported by the Heritage Foundation, Navarro County Historical Commission and the Heritage Society. See the attached annual report from the Corsicana Main Street Program.

Letters of support attached

XIV. Compliance with State Courthouse Laws: Since 1980, have all courthouse construction projects other than routine maintenance been coordinated and approved in advance by the THC, as required by Texas Government Code 442.008? Yes No

Explain.

XV. Estimated Project Budget: Please provide a current project budget that identifies the cost of eligible construction activities, project contingencies and professional fees using the attached form. Attach other cost estimates prepared for this project.

XVI. Anticipated Additional Work: Briefly describe any work needed beyond this phase.

None is anticipated.

Estimated cost \$

XVII. Resolution of Support

Please attach a copy of a resolution from the commissioners court in support of this application.

Resolution attached

As owner or legal representative of the owner, I certify the validity of the above statements and agree to follow all rules and requirements of the Texas Historical Commission relating to the Texas Historic Courthouse Preservation Program if awarded a grant.

Signature

Date



TEXAS HISTORICAL COMMISSION

TEXAS HISTORIC COURTHOUSE
PRESERVATION PROGRAM
ROUND VI

ESTIMATED PROJECT BUDGET
FISCAL YEAR 2009-10 APPLICATION

PROPERTY NAME Navarro County Courthouse

INSTRUCTIONS

1. Please provide an estimated cost only for those sub-categories that pertain to your project, and put "N/A" where a sub-category does not apply.
2. Add a description and line item cost for any sub-category(ies) of costs you determine should be categorized as "other."
3. Project costs that are eligible for reimbursement include payments to contractors for work performed on the approved project, professional services of the architect, engineers and project consultants, demolition, hazardous materials testing and abatement, building permit fees, builder's risk insurance, contractor's overhead and profit (not to exceed 15 percent of the allowable construction cost), construction management services, project contingencies (not to exceed 10 percent of the construction cost) and other expenses related to the project approved by the THC.
4. Any costs not eligible for reimbursement should be enclosed in parentheses and subtracted from the total construction cost for the grant project by the applicant.
5. Ineligible project costs include: master plan preparation, grant application expenses, temporary or permanent relocation expenses, loan financing costs, work in non-historic additions, sitework not related to building preservation, such as site lighting, site furnishings and landscaping materials; movable office furnishings and office equipment such as loose chairs and personal office furniture; non-historic window treatments; computer servers and terminals; and appliances.
6. An exception for the eligibility of landscape costs is restoration of historically and architecturally significant site elements that restore the site to a significant historic appearance, such as decorative metal fences or retaining walls. Eligible costs for these historic site features are limited to \$50,000. Costs above these caps shall not be considered part of the construction costs eligible for reimbursement and should be listed in the estimate as an "ineligible cost".
7. Eligible costs for built-in security systems and equipment such as monitoring cameras, card readers, and magnetometers are limited to \$20,000. Eligible costs for audio-video systems such as microphones, loudspeakers, and amplifiers are limited to \$50,000. Costs above these caps shall not be considered part of the construction costs eligible for reimbursement and should be listed in the estimate as an "ineligible cost".
8. Total professional services includes the services, fees and reimbursable expenses of the project architect and their subconsultants such as engineering, paint, acoustical, audio-visual and other professionals. The services and fees of A/E are limited to 12% for a planning project and 4% for a construction project with a 15% fee maximum per project.
9. Costs should be figured using year 2010 construction costs.
10. Round all costs to the nearest dollar.

Work-Category**Estimated Cost****1. General Requirements**

a) Construction facilities (e.g, job trailer, office supplies, sanitary facilities) Mobilization	\$ <u>15,000</u>
b) Construction supervision Superintendent and Project manager	\$ <u>155,000</u>
c) Bond and insurance (e.g., performance and payments bonds, builder's risk insurance, liability insurance)	\$ <u>140,000</u>
d) Inspection and testing allowances	\$ <u>25,000</u>
e) Temporary construction (e.g., scaffolding, fencing)	\$ <u>135,000</u>
f) Hazardous materials abatement Lead and Asbestos	\$ <u>225,000</u>
g) Other (itemize) Protection of historic features.	\$ <u>20,000</u>

Work-Category**Estimated Cost****2. Site Work**

a) Demolition and hauling	\$ <u>95,000</u>
b) Utilities For fire sprinkler and riser.	\$ <u>5,500</u>
c) Earthworks and grading Potential leaking of water underground on SW corner	\$ <u>10,000</u>
d) Sidewalk restoration Repair and or replacement of 5 sets of steps at perimeter of site	\$ <u>20,000</u>
e) Historic site features (\$50,000 maximum) (describe)NA	\$ <u>0</u>
	<i>amount exceeding \$50,000*</i> \$ (0)
g) Site furnishings and appurtenances* (e.g., benches, trashcans) NA	\$ (0)
h) Paving for parking areas and new sidewalks* NA	\$ (0)
i) Landscape restoration* (e.g., new plant materials, pruning) NA	\$ (0)
j) Irrigation systems* NA	\$ (0)
k) Other, such as archeological site investigation (describe) NA	\$ <u>0</u>

* ineligible project cost, (tally and subtract from construction cost subtotal)

Work-Category

Estimated Cost

3. Concrete

a) Structural repairs or modifications Courtroom balcony floor	\$ <u>95,000</u>
b) Non-structural (e.g., basement flooring) NA	\$ <u>0</u>
c) Other (describe) SW corner of foundation stabilization	\$ <u>25,000</u>

4. Masonry

a) General exterior restoration (e.g., repointing, cleaning) NA	\$ <u>0</u>
b) Structural repairs or modifications (e.g., replacement of damaged units) NA	\$ <u>0</u>
c) Non-structural repairs (e.g., re-opening blocked windows) NA	\$ <u>0</u>
d) Other (describe) NA	\$ <u>0</u>

Work-Category**Estimated Cost****5. Metals**

a) Structural elements (e.g., decking, roof framing, columns) Courtroom balcony reconstruction	\$ <u>75,000</u>
b) Non-structural fabrications (e.g., stairways, ladders) Fire escape, if required	\$ <u>50,000</u>
c) Decorative metal (e.g., grates, handrails) Rail at courtroom repair at balcony, exterior rail replacement	\$ <u>14,000</u>
d) Other (describe) Miscellaneous Steel	\$ <u>10,000</u>

6. Carpentry

a) Rough carpentry (structural repairs to floor and roof framing)	\$ <u>80,000</u>
b) Finish carpentry (e.g., non-structural wainscot, trim, stair handrails)	\$ <u>100,000</u>
c) Casework (e.g., restoration or construction of judge's bench, jury box and built-in cabinetry)	\$ <u>40,000</u>
d) Other (describe) NA	\$ <u>0</u>

Work-Category

Estimated Cost

7. Thermal & Moisture Protection

<p>a) Roofing and flashing NA</p>	<p>\$ <u>0</u></p>
<p>b) Drainage systems (e.g., gutters and downspouts) Copper gutter and interior rain leader replacement</p>	<p>\$ <u>135,000</u></p>
<p>c) Foundation waterproofing NA</p>	<p>\$ <u>0</u></p>
<p>d) Insulation, caulking and sealants</p>	<p>\$ <u>20,000</u></p>
<p>e) Other (describe) Skylight restoration and installation - 2</p>	<p>\$ <u>50,000</u></p>

Work-Category**Estimated Cost****8. Doors & Windows**

a) Interior and exterior doors including glass Doors, Frames, Trim	\$ <u>71,000</u>
b) Windows including glass Finish only to be included in paint	\$ <u>12,000</u>
d) Hardware Refinish existing, replacement parts, new hardware	\$ <u>105,000</u>
e) Other glass and glazing	\$ <u>5,000</u>
f) Other (describe) NA	\$ <u>0</u>

Work-Category**Estimated Cost****9. Finishes**

a) Wood and/or decorative metal ceilings Restore metal ceiling in District Court	\$ <u>48,000</u>
b) Wood flooring and wainscot Wood Floor in courtroom	\$ <u>42,000</u>
c) Marble finishes Terrazzo replacement and/or mosaic tile. Clean all marble wainscot, piece removal/replacement at column bases.	\$ <u>381,000</u>
d) Ceramic tile finishes Walls and floors of toilet rooms.	\$ <u>47,000</u>
e) Plaster and/or drywall Refinish some plaster walls, plaster repairs at walls and ceilings. Scagliola conservation.	\$ <u>300,000</u>
f) Carpet and resilient flooring Carpet and/or bound rugs in offices.	\$ <u>43,000</u>
g) Acoustical ceilings and/or panels Acoustical treatments in District Court and possibly County Court.	\$ <u>120,000</u>
h) General painting Includes exterior windows	\$ <u>325,000</u>
i) Decorative painting including vault restoration	\$ <u>70,000</u>
j) Other (describe) NA	\$ <u>0</u>

Work-Category**Estimated Cost****10. Specialties**

a) Toilet partitions and accessories	\$ <u>17,600</u>
b) Building directories and signage Interior directory and exterior notice board with interior room signage.	\$ <u>5,750</u>
c) Specialty storage systems NA	\$ <u>0</u>
d) Clock and clockworks NA	\$ <u>0</u>
e) Bell fabrication or restoration NA	\$ <u>0</u>
f) Other (describe) Fire Extinguishers	\$ <u>1,200</u>

11. Equipment (generally not eligible costs)

a) <i>Computer servers and office equipment*</i> NA	\$ (0)
b) <i>Video equipment</i>	\$ (<u>100,000</u>)
c) <i>Other ineligible items*</i> NA	\$ (0)

* ineligible project cost, (tally and subtract from construction cost subtotal)

Work-Category**Estimated Cost****12. Furnishings**

<p>a) Acquisition/restoration of immovable furnishings (e.g., fixed seating or pews for courtroom gallery/balcony) Furnishings at balcony and restoration of existing furniture.</p>	<p>\$ <u>42,000</u></p>
<p>b) Documented historical or period appropriate window treatments (shutters, venetian or roll-down blinds)</p>	<p>\$ <u>27,000</u></p>
<p>c) <i>Non-historic window treatments*</i> <i>NA</i></p>	<p>\$ (0)</p>
<p>d) <i>Acquisition of movable furnishings (tables, armchairs, file cabinets)*</i> <i>NA</i></p>	<p>\$ (0)</p>

* ineligible project cost, (tally and subtract from construction cost subtotal)

Work-Category	Estimated Cost
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13. Special Construction	
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a) Lightning protection systems NA	\$ <u>0</u>
b) Pre-engineered sheet metal towers NA	\$ <u>0</u>
c) Fire suppression, detection and alarm system	\$ <u>60,000</u>
d) Other (describe) NA	\$ <u>0</u>

14. Conveying Systems	
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a) Elevators Includes pit, shaft, sump pump, and elevator	\$ <u>185,000</u>
b) Other (describe) NA	\$ <u>0</u>

Work-Category**Estimated Cost****15. Mechanical**

a) Plumbing systems New plumbing system for toilets, sinks and drinking fountains.	\$ <u>120,000</u>
b) Heating, ventilating and air-conditioning system equipment and controls Remove existing 2 pipe systems and chiller, Install new 4 pipe heating and cooling system. Install new ground well system. Install new fresh air system and ducted supply and return to all spaces.	\$ <u>963,800</u>
c) Other (describe) NA	\$ <u>0</u>

Work-Category

Estimated Cost

16. Electrical

a) General service and distribution Bring to current code. Install new panels with greater capacity.	\$ <u>330,000</u>
b) Interior and exterior building lighting Exit signage, egress lighting, new lighting throughout – historic in public areas, courtrooms, and where documented. High-efficiency lighting in office/ work areas.	\$ <u>205,000</u>
c) Data and communication systems	\$ <u>65,000</u>
d) <i>Site lighting (for sidewalks, parking areas)*</i> NA	\$ <u>(0)</u>
e) Building security systems (e.g., glass breaks, door contacts, motion detectors) at \$20,000 maximum <i>Door contacts and motion detectors at entry level.</i>	\$ <u>20,000</u>
<i>amount exceeding \$20,000</i>	\$ <u>(0)</u>
f) Audio-visual systems (\$50,000 maximum) Audio-system for courtrooms. Video indicated under 'Equipment', Section 11.	\$ <u>50,000</u>
<i>amount exceeding \$50,000</i>	\$ <u>(0)</u>
g) Other (describe) NA	\$ <u>0</u>

*ineligible project cost

Summary of Totals

Division 1: General Requirements	\$ 715,000
Division 2: Site Work	\$ 130,500
Division 3: Concrete	\$ 120,000
Division 4: Masonry	\$ 0
Division 5: Metals	\$ 149,000
Division 6: Carpentry	\$ 220,000
Division 7: Thermal and Moisture Protection	\$ 205,000
Division 8: Door and Windows	\$ 193,000
Division 9: Finishes	\$ 1,376,000
Division 10: Specialties	\$ 24,370
Division 11: Equipment	\$ 100,000
Division 12: Furnishings	\$ 69,000
Division 13: Special Construction	\$ 60,000
Division 14: Conveying Systems	\$ 185,000
Division 15: Mechanical	\$ 1,083,800
Division 16: Electrical	\$ 670,000
Construction Costs Subtotal =	\$ <u>5,300,670</u>
Less Ineligible Costs =	\$ <u>100,000</u>
Allowable Construction Costs =	\$ <u>5,200,670</u>
(Subtotal A)	
Contractor's Overhead & Profit =	\$ <u>780,100</u>
(not to exceed 15 percent of Subtotal A)	
Subtotal A+ Overhead & Profit=	\$ <u>5,980,770</u>
(Subtotal B)	
Project Contingency =	\$ <u>598,077</u>
(not to exceed 10 percent of Subtotal B)	
Total (Allowable) Construction Costs =	\$ <u>6,578,847</u>
(Subtotal B + Contingency = Subtotal C)	

Architecture/Engineering Services = \$ 789,462
 (fees of the architect and the structural, mechanical, electrical and plumbing engineers shall not to exceed 15 percent of Subtotal C. For projects having 95 percent complete plans and specifications, these fees will not exceed 4 percent of C)

Reimbursable Expenses= \$ 40000
 (consulting services such as paint analysis, acoustical and A/V studies, travel, printing, etc)

Total Professional Services = \$ 829,462
 (Subtotal D)

Total (Allowable) Project Costs =
 (Subtotal C + Subtotal D)

\$ <u>7,408,309</u>

Gross square footage = 50,000 sf
 (Conditioned square footage of courthouse including wall thicknesses + square footage of covered porches x 50%)

Cost per square foot = \$ 148.00

We require that any professional architect's or estimator's cost estimates that have been prepared for this project are attached to this form.
This budget was prepared with the assistance of J.C.Stoddard Construction. They did not provide written documents.

Attachment B
Project Cost Estimate
Navarro County Courthouse
3/2010

Project Cost Estimate

Design and Planning Services for the Restoration of the Navarro County Courthouse, Corsicana, Texas

Schematic, design development and 95% complete construction documents

Architectural Services (1113 Architects, Inc.)	\$425,247.00
Structural Engineer (JM Structural Engineering)	\$10,000.00
MEP Engineers (Hendrix Consulting Engineers)	\$130,000.00
Historic Paint Analysis (Source – Jhonny Langer)	\$5,000.00
Audio Visual Consultant (Dickensheets Design Associates)	\$21,850.00

Total of A/E design services for 1113 Architects, Inc.	\$592,097.00
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Reimbursable Expenses (estimated) for printing 10 sets, travel, etc.	\$22,500.00
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Other planning costs not included in the architect's scope of services but necessary to complete the planning funded through the THCPP grant:

Hazardous Material Survey – Lead only (asbestos has been completed) and Specifications for abatement. (IHST, Inc. completed asbestos survey - 2003.)	\$4,200.00
Geotechnical – if required after structural survey of Foundation at SW corner	\$1,500.00 estimated
Selective demolition and repairs	\$7,500.00*estimated
Security Consultant	\$0.00**

Geotechnical Surveyor will be selected if work is required.

* Selective demolition will be undertaken only with the Owner's approval.

**We suggest working with a vendor for the security work including cameras and doors.

1113 Architects, Inc reserves the right to replace any of the consultants listed as required solely at our discretion.

SCOPE OF WORK

Design and Planning Services for the Restoration of the Navarro County Courthouse, Corsicana, Texas

Project Philosophy and Description

The period of restoration will be the opening era of the courthouse in 1905. Although significant structural additions were made in the 1930s, the only visible sign of these additions is in the basement lobby. While the finishes and layout of the building have changed over the last 100 years, analyses, early writings, and photographs have and will continue to inform us as to the original finishes and building layout. Therefore, the finishes and layout of the public lobbies, corridors, and spaces along with the courtrooms will be targeted for the year the building was completed in 1905.

The envelope of this building underwent a major restoration in the late 1990s largely with grant funding from TxDOT. The brick walls, wood windows, paint, and roof were restored to their original appearance. The exterior doors had been replaced at some point and were replaced again with wood and glass doors to be historically correct. Extensive work was done to foundation of the steps around the building. Work was completed around the foundation of the building to provide for positive drainage away from the building including the installation of a French drain system to stabilize the building foundation. This scope of work will include general painting at the exterior.

The interior of the building was not addressed at that time, nor were the systems of the building. This restoration will focus on those areas. The intent is to remove inappropriate changes that have taken place to the layout, restore the historic finishes and features that are no longer visible, and to install new mep systems in the building.

The District Court will be returned to its original, larger floor plan and the 3rd floor offices will be removed to allow the balcony to be rebuilt. The ceiling and skylights will be rebuilt and/or restored. The County Courtroom ceiling and wall finishes will be made visible once again. Some investigation will be required using selective demolition to reach the determination on finishes. The intent at this stage is to relocate the elevator to its original design location to reduce impact to the courtrooms. There will be additional changes within the office areas located off of the lobby and corridor spaces. Restroom locations will be reviewed and all facilities updated and made accessible.

Finish restoration will include paint, new plaster work, removal of paint from brick and possibly plaster, and conservation of the American Scagliola finished columns in the rotunda. Abatement of hazardous material will be required for asbestos found in much of the texture that has been applied to walls and ceilings in the courthouse. Historic features including the skylights and plaster panels will be restored to view. The floors will be investigated throughout to determine the original finish as material at the time the building opened indicated that the floors were mosaic tiles rather than the terrazzo that is there now.

The systems of the building requires an extensive overhaul to make the courthouse functional; electrical, mechanical, and plumbing. Each of these requires massive renovations that will cause the building walls to be

laid open. The electrical service to the building will be relocated and capacity increased. Wiring will be replaced. Non-historic lighting will be replaced either with replications if appropriate of more energy efficient lighting. The heating and cooling system will be replaced. New piping will replace the plumbing and new fixtures.

There may be a small amount of remedial work to the basement, SW corner as there is anecdotal evidence since the Master Plan was revised in 2004 that the foundation may have dropped or be dropping in this area. Further investigation must take place to determine what is happening at this location.

SCOPE OF SERVICES:

The Architectural Design team will provide comprehensive services associated with Schematic Design, Design Development and Construction Documents phases of basic services. The Architect will submit the documents for review by the THC at specified intervals and present the plans for comment to Navarro County. The documents will be completed to the mutual acceptable of the THC and the County to a point of 95% completion.

Deliverables by Phase

- 1) Schematic Design Phase Documents (submit 1/2 size set to THC)
 - a. measured floor plans (basement, 1st, 2nd, and 3rd), roof plan, and elevations: plans keynoted for existing conditions, demolition; 2nd set noted for post-demolition work.
 - b. site plan noting all existing features and identifying work required; i.e. sidewalk repair
 - c. analysis of relevant programmatic information from the master plan (to be included on the drawings to the extent possible)
 - d. narrative description of MEP systems/equipment, proposed type
 - e. status report on specialty consultants' work – hazardous materials survey, audio/acoustic analysis for District Courtroom/structural analysis of foundation at SW corner
 - f. proposed accessibility solutions (restroom layout, elevator)
 - g. interior elevations at rotunda
- 2) Design Development Phase Documents (submit 1/2 size to THC)
 - a) Plans, elevations and sections noted for specific work required
 - b) site plan including survey noting any site work repair:
 - c) reflected ceiling plans
 - d) skylight plans, condition survey and recommendations
 - e) enlarged plans as required including; district courtroom plan with balcony, stairs and seating
 - f) accessible designs for restrooms, elevator, courtroom if required
 - g) sections through building noting work at skylight, and courtrooms
 - h) finish schedule forms
 - i) schematic mechanical/electrical and plumbing proposals
 - j) structural diagrams for ceiling work at district courtroom
 - k) outline specifications identifying all relevant subdivisions
 - l) selective demolition reports, updated historic finish and hazardous material reports
 - m) acoustics proposal
 - n) geo-technical report if required and structural recommendations for foundation repair
 - o) updated cost estimate

- 3) Construction Documents (60% complete, preliminary submittal) Submit 1/2 size set
 - a) plans, elevations and building sections with notes, references and symbols
 - b) site plan including all sitework with details of new construction
 - c) proposed elevations for balcony restoration
 - d) proposed finish and color schedule
 - e) proposed hardware schedule
 - f) proposed interior elevations and casework (if any)
 - g) mechanical/electrical and plumbing 60% completion with cut sheets for all toilet fixtures and visible hvac elements
 - h) structural 60% completion
 - i) draft project specifications, selected light fixture cut sheets
 - j) security and av proposals
 - k) updated cost estimate

- 4) Construction Documents (95% complete submittal) Submit full size set
 - a) all plans, elevation and building sections with notes, references, and symbols
 - b) site plan including all site work with details of new construction
 - c) completed balcony details
 - d) plan details, skylight details
 - e) finish, color and hardware schedule
 - f) interior elevations, casework, and details
 - g) enlarged plans and details
 - h) complete mep with details
 - i) complete structural with details
 - j) complete audio/video and security proposals
 - k) complete project specifications with general requirements
 - l) final opinion of probable cost with 7% contingency assumes 2011 bid date

Work product of the Architect's consultants

- 1) Engineering consultants will provide:
 - a. Mechanical/ electrical/ plumbing engineering for systems design
 - b. Structural engineer for courtroom balcony, elevator relocation, foundation review, miscellaneous cuts for mep

- 2) Other consultants will provide:
 - a. Historic paint analysis of exterior and interior painted finishes
 - b. Audio/Acoustical consultant for courtroom acoustics and equipment recommendations
 - c. Security consultant

Items outside the architect's scope to be contracted and performed by Navarro County.

- 1) Geotechnical Engineer if required for soils analysis at SW corner.
- 2) Hazardous Materials survey (lead only)
- 3) Investigative demolition and repair of areas in the courthouse.
- 4) Work related to relocation of offices prior to construction.

PROJECT SCHEDULE

March, 2010	Approve Funding Agreement /attachments. Complete contract.	
April 1, 2010	Begin work on Schematic Design Phase	9 weeks to complete.
June 1, 2010	Complete SD package and submit to Navarro County and THC for review and comment. Initiate work on Design Development.	18 weeks to complete.
October 5, 2010	Submit Design Development Package for review. Begin Construction Documents.	18 weeks to complete.
February 8, 2011	Submit 60% CD package to THC, move to 95% completion.	12 weeks to complete.
May 2, 2011	Submit 95% CD package to THC for final review and comment Period.	9 weeks to complete.
July 3, 2011	Revise documents upon receipt of comments and print final plans, specifications and project manual.	6 weeks to complete.
August 15, 2011	Provide copies of final documents to Navarro County and THC.	

**AIA Document B101 - 2007
Standard Form of Agreement Between Owner and Architect
Restoration & Renovation of the Navarro County Courthouse**

Attachment 'E'

Hourly Billing Rates for Services of the Architect and the Architect's Consultants:

1113 Architects:		MEP:		Other:	
Principal	\$ 125	Principal	\$ 135	Structural Engineer	\$ 125
Architect	\$ 100	Engineer	\$ 110		
Intern	\$ 75	Senior Designer	\$ 90		
Admin	\$ 45	CADD	\$ 75		
		Admin	\$ 60		

**STATE OF TEXAS
COUNTY OF NAVARRO**

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and Navarro County, a political subdivision of the State of Texas (“County”).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Navarro County for planning phase for the rehabilitation and restoration of the Navarro County Courthouse (“Property”).

**ARTICLE II
AUTHORITY**

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. (“Program”), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III
PERIOD OF THE AGREEMENT**

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission’s final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County’s obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$394,741. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.
- 4.06 Repayment requirements apply to the County if an application for grant funds is not made during the following six years or if the county does not complete the project by other means within that time in accordance with the Texas Administrative Code, Title 13, Part 2, Chapter 12.7(j).

**ARTICLE V
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round VI Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

- 10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable H. M. Davenport, Jr.
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

ARTICLE XI SEVERABILITY

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII RESPONSIBILITIES OF PARTIES

- 12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

- 13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

- 14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

- 15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

- 16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

- 17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

**ARTICLE XVIII
SOLE AND ENTIRE AGREEMENT**

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

**ARTICLE XIX
INSPECTION OF BOOKS, RECORDS, AND WORK**

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates hereinbelow.

TEXAS HISTORICAL COMMISSION

NAVARRO COUNTY

By: _____

By: [Signature]

Title: _____

Title: County Judge

Date: _____

Date: 4-12-10

Attachment A
Source of Funds Statement and Verification
Navarro County

Source of Funds Statement and Verification

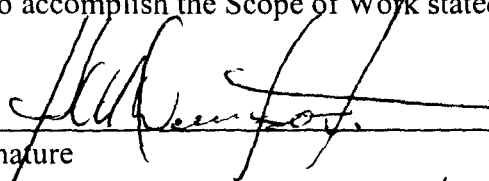
A grant award of \$ 394,741 was made by the Texas Historical Commission on January 29, 2010 for Round VI of the Texas Historical Courthouse Preservation Program, fiscal year 2010-11 biennium, for the planning phase for restoration of the Navarro County Courthouse Project (Project).

Therefore the source of funds for this Project shall be:

(state share) =	\$ 394,741*
(minimum local share) =	\$ 197,370
total grant project cost =	\$ 592,111

*The state initial share of the project represents approximately 66% of the total project cost stated in Attachment B.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C".



Signature

H. M. DAVENTPORT, Jr.

Navarro County Judge (please print name)

4-12-10

Date

Project Cost Estimate

Design and Planning Services for the Restoration of the Navarro County Courthouse, Corsicana, Texas

Schematic, design development and 95% complete construction documents

Architectural Services (1113 Architects, Inc.)	\$425,247.00
Structural Engineer (JM Structural Engineering)	\$10,000.00
MEP Engineers (Hendrix Consulting Engineers)	\$130,000.00
Historic Paint Analysis (Source – Jhonny Langer)	\$5,000.00
Audio Visual Consultant (Dickensheets Design Associates)	\$21,850.00

Total of A/E design services for 1113 Architects, Inc.	\$592,097.00
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Reimbursable Expenses (estimated) for printing 10 sets, travel, etc.	\$22,500.00
--	-------------

Other planning costs not included in the architect's scope of services but necessary to complete the planning funded through the THCPP grant:

Hazardous Material Survey – Lead only (asbestos has been completed) and Specifications for abatement. (IHST, Inc. completed asbestos survey - 2003.)	\$4,200.00
Geotechnical – if required after structural survey of Foundation at SW corner	\$1,500.00 estimated
Selective demolition and repairs	\$7,500.00*estimated
Security Consultant	\$0.00**

Geotechnical Surveyor will be selected if work is required.

* Selective demolition will be undertaken only with the Owner's approval.

**We suggest working with a vendor for the security work including cameras and doors.

1113 Architects, Inc reserves the right to replace any of the consultants listed as required solely at our discretion.

SCOPE OF WORK

Design and Planning Services for the Restoration of the Navarro County Courthouse, Corsicana, Texas

Project Philosophy and Description

The period of restoration will be the opening era of the courthouse in 1905. Although significant structural additions were made in the 1930s, the only visible sign of these additions is in the basement lobby. While the finishes and layout of the building have changed over the last 100 years, analyses, early writings, and photographs have and will continue to inform us as to the original finishes and building layout. Therefore, the finishes and layout of the public lobbies, corridors, and spaces along with the courtrooms will be targeted for the year the building was completed in 1905.

The envelope of this building underwent a major restoration in the late 1990s largely with grant funding from TxDOT. The brick walls, wood windows, paint, and roof were restored to their original appearance. The exterior doors had been replaced at some point and were replaced again with wood and glass doors to be historically correct. Extensive work was done to foundation of the steps around the building. Work was completed around the foundation of the building to provide for positive drainage away from the building including the installation of a French drain system to stabilize the building foundation. This scope of work will include general painting at the exterior.

The interior of the building was not addressed at that time, nor were the systems of the building. This restoration will focus on those areas. The intent is to remove inappropriate changes that have taken place to the layout, restore the historic finishes and features that are no longer visible, and to install new mep systems in the building.

The District Court will be returned to its original, larger floor plan and the 3rd floor offices will be removed to allow the balcony to be rebuilt. The ceiling and skylights will be rebuilt and/or restored. The County Courtroom ceiling and wall finishes will be made visible once again. Some investigation will be required using selective demolition to reach the determination on finishes. The intent at this stage is to relocate the elevator to its original design location to reduce impact to the courtrooms. There will be additional changes within the office areas located off of the lobby and corridor spaces. Restroom locations will be reviewed and all facilities updated and made accessible.

Finish restoration will include paint, new plaster work, removal of paint from brick and possibly plaster, and conservation of the American Scagliola finished columns in the rotunda. Abatement of hazardous material will be required for asbestos found in much of the texture that has been applied to walls and ceilings in the courthouse. Historic features including the skylights and plaster panels will be restored to view. The floors will be investigated throughout to determine the original finish as material at the time the building opened indicated that the floors were mosaic tiles rather than the terrazzo that is there now.

The systems of the building requires an extensive overhaul to make the courthouse functional; electrical, mechanical, and plumbing. Each of these requires massive renovations that will cause the building walls to be laid open. The electrical service to the building will be relocated and capacity increased. Wiring will be

795M

Attachment C
Scope of Work
Navarro County Courthouse
3/2010

replaced. Non-historic lighting will be replaced either with replications if appropriate of more energy efficient lighting. The heating and cooling system will be replaced. New piping will replace the plumbing and new fixtures.

There may be a small amount of remedial work to the basement, SW corner as there is anecdotal evidence since the Master Plan was revised in 2004 that the foundation may have dropped or be dropping in this area. Further investigation must take place to determine what is happening at this location.

SCOPE OF WORK

Design and Planning Services for the Restoration of the Navarro County Courthouse, Corsicana, Texas

Project Philosophy and Description

The period of restoration will be the opening era of the courthouse in 1905. Although significant structural additions were made in the 1930s, the only visible sign of these additions is in the basement lobby. While the finishes and layout of the building have changed over the last 100 years, analyses, early writings, and photographs have and will continue to inform us as to the original finishes and building layout. Therefore, the finishes and layout of the public lobbies, corridors, and spaces along with the courtrooms will be targeted for the year the building was completed in 1905.

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replaced. Non-historic lighting will be replaced either with replications if appropriate of more energy efficient lighting. The heating and cooling system will be replaced. New piping will replace the plumbing and new fixtures.

There may be a small amount of remedial work to the basement, SW corner as there is anecdotal evidence since the Master Plan was revised in 2004 that the foundation may have dropped or be dropping in this area. Further investigation must take place to determine what is happening at this location.

SCOPE OF SERVICES:

The Architectural Design team will provide comprehensive services associated with Schematic Design, Design Development and Construction Documents phases of basic services. The Architect will submit the documents for review by the THC at specified intervals and present the plans for comment to Navarro County. The documents will be completed to the mutual acceptable of the THC and the County to a point of 95% completion.

Deliverables by Phase

- 1) Schematic Design Phase Documents (submit 1/2 size set to THC)
 - a. measured floor plans (basement, 1st, 2nd, and 3rd), roof plan, and elevations: plans keyed for existing conditions, demolition; 2nd set noted for post-demolition work.
 - b. site plan noting all existing features and identifying work required; i.e. sidewalk repair
 - c. analysis of relevant programmatic information from the master plan (to be included on the drawings to the extent possible)
 - d. narrative description of MEP systems/equipment, proposed type
 - e. status report on specialty consultants' work – hazardous materials survey, audio/acoustic analysis for District Courtroom/structural analysis of foundation at SW corner
 - f. proposed accessibility solutions (restroom layout, elevator)
 - g. interior elevations at rotunda
- 2) Design Development Phase Documents (submit 1/2 size to THC)
 - a) Plans, elevations and sections noted for specific work required
 - b) site plan including survey noting any site work repair:
 - c) reflected ceiling plans
 - d) skylight plans, condition survey and recommendations
 - e) enlarged plans as required including; district courtroom plan with balcony, stairs and seating
 - f) accessible designs for restrooms, elevator, courtroom if required
 - g) sections through building noting work at skylight, and courtrooms
 - h) finish schedule forms
 - i) schematic mechanical/electrical and plumbing proposals
 - j) structural diagrams for ceiling work at district courtroom
 - k) outline specifications identifying all relevant subdivisions
 - l) selective demolition reports, updated historic finish and hazardous material reports
 - m) acoustics proposal
 - n) geo-technical report if required and structural recommendations for foundation repair
 - o) updated cost estimate
- 3) Construction Documents (60% complete, preliminary submittal) Submit 1/2 size set
 - a) plans, elevations and building sections with notes, references and symbols
 - b) site plan including all sitework with details of new construction

- c) proposed elevations for balcony restoration
 - d) proposed finish and color schedule
 - e) proposed hardware schedule
 - f) proposed interior elevations and casework (if any)
 - g) mechanical/electrical and plumbing 60% completion with cut sheets for all toilet fixtures and visible hvac elements
 - h) structural 60% completion
 - i) draft project specifications, selected light fixture cut sheets
 - j) security and av proposals
 - k) updated cost estimate
- 4) Construction Documents (95% complete submittal) Submit full size set
- a) all plans, elevation and building sections with notes, references, and symbols
 - b) site plan including all site work with details of new construction
 - c) completed balcony details
 - d) plan details, skylight details
 - e) finish, color and hardware schedule
 - f) interior elevations, casework, and details
 - g) enlarged plans and details
 - h) complete mep with details
 - i) complete structural with details
 - j) complete audio/video and security proposals
 - k) complete project specifications with general requirements
 - l) final opinion of probable cost with 7% contingency assumes 2011 bid date

Work product of the Architect's consultants

- 1) Engineering consultants will provide:
 - a. Mechanical/ electrical/ plumbing engineering for systems design
 - b. Structural engineer for courtroom balcony, elevator relocation, foundation review, miscellaneous cuts for mep
- 2) Other consultants will provide:
 - a. Historic paint analysis of exterior and interior painted finishes
 - b. Audio/Acoustical consultant for courtroom acoustics and equipment recommendations
 - c. Security consultant

Items outside the architect's scope to be contracted and performed by Navarro County.

- 1) Geotechnical Engineer if required for soils analysis at SW corner.

795R

Attachment C
Scope of Work
Navarro County Courthouse
3/2010

- 2) Hazardous Materials survey (lead only)
- 3) Investigative demolition and repair of areas in the courthouse.
- 4) Work related to relocation of offices prior to construction.

PROJECT SCHEDULE

March, 2010	Approve Funding Agreement /attachments. Complete contract.	
April 1, 2010	Begin work on Schematic Design Phase	9 weeks to complete.
June 1, 2010	Complete SD package and submit to Navarro County and THC for review and comment. Initiate work on Design Development.	18 weeks to complete.
October 5, 2010	Submit Design Development Package for review. Begin Construction Documents.	18 weeks to complete.
February 8, 2011	Submit 60% CD package to THC, move to 95% completion.	12 weeks to complete.
May 2, 2011	Submit 95% CD package to THC for final review and comment Period.	9 weeks to complete.
July 3, 2011	Revise documents upon receipt of comments and print final plans, specifications and project manual.	6 weeks to complete.
August 15, 2011	Provide copies of final documents to Navarro County and THC.	

#25

796

Please return contract to your
NWN Sales Manager or mail to:

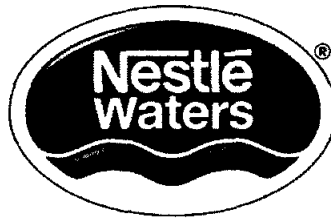
Nestlé Waters North America

Attn: Kim Carter

Address: 4718 Mountain Creek Parkway

City: Dallas

ST: TX Zip: 75236



The Healthy Hydration Company™

Nestlé Waters North America Inc. Sales and Service Agreement

This Agreement made on 4/1/2010 by and between Navarro County

(herein referred to customer and or lessee) and Nestlé Waters North America Inc. (herein referred to as Lessor), with its principle office at 777 West Putnam Avenue, Greenwich, CT 06830-5091 and an office at #217 6661 Dixie Hwy, Suite 4, Louisville, KY 40258-3950.

Lessee: Navarro County

Location: 300 w third ave ste 10
Corsicana, TX 75110

Point of Contact: Terri Gillen

Location: 300 w third ave ste 10
Corsicana, TX 75110

See Exhibit A for pricing, equipment and lease rate per unit.

TERM OF AGREEMENT: This agreement shall cover a term of 12 months. Prior to the end of this term, or any extended term, the Lessee shall give Lessor a minimum of 30 days written notice to terminate. If no such notice is given, this contract will automatically renew for successive two (2) year terms on the terms and conditions stipulated herein. Upon termination Customer will return all equipment and bottles to Lessor, in the condition in which it was received, reasonable wear and tear accepted. Additional term(s) are as follows:

DISPUTES AND SERVICE: All "out of product requests" and other service requests shall be made by calling the customer service number, which shall be provided by the undersigned Account Manager. In such cases, all service requests will be handled within three business days. Lessor may, at its option or Customer's request, replace defective equipment with a comparable reconditioned unit if it deems that repair is not feasible on location.

In the event that the Lessee is dissatisfied with the servicing of the units listed here in, the Lessee agrees to attempt a resolution with the Customer Service Department of Lessor. If the dispute is not resolved, the Lessee agrees to notify the undersigned Account Manager, Zone Sales Development Manager, and Zone Service Manager, accordingly. The Account Manager shall provide the numbers of the Zone Sales Development Manager and Service Manager as the need arises.

If Lessee thinks that any invoiced amount is incorrect, submit your dispute to our Customer Service Department by phone or in a written letter. All disputes must be submitted no later than thirty (30) days after we sent the first bill on which the error or problem appeared. Lessee is obligated to pay the parts of the invoice that are not in question.

DEFAULT: In the event of default by Customer, Lessor shall have the right to terminate this agreement immediately and the remaining fees, including but not limited to the equipment rental for the balance of the lease, due under this agreement or renewal shall become due immediately as liquidated damages and not as a penalty. Lessee agrees to pay all such sums immediately upon request.

Default shall be defined as one or more of the following: Failure to make payment for equipment use or products purchased herein for a period of 30 days after the due date; serious abuse of the equipment and or bottles by the Customer, its employees or guests; the institution by or against the Customer of a proceeding in bankruptcy; notice by Customer to terminate service during the lease term; abandonment of the equipment by the Customer or the removal of the equipment by the Customer without the written consent of Lessor.

Customer will pay all of Lessor's costs, including reasonable collection and/or attorneys' fees, as a result of Customer's default or the exercise of Lessor's remedies. Customer and Lessor waive trial by jury.

CHARGES; SURCHARGES, FEES AND DEPOSITS: Customer will pay all charges, including charges for Products, Leased Equipment, PSP Equipment, purchased equipment, all applicable surcharges and fees, including, without limitation, (a) any applicable monthly Fuel Surcharge based on the National U.S. Average On Highway Diesel

Fuel Price reported by the U.S. Department of Energy for the month two months prior to the invoice date, calculated as follows: if the average monthly price of one gallon of diesel fuel is at least \$2.01 but no more than \$2.30, the fuel surcharge will be \$2.00. For every \$.10 change in the monthly average price of one gallon of diesel fuel, the surcharge will change by \$.04, provided that there will be no Fuel Surcharge in any month for which the average monthly price of one gallon of diesel is \$2.00 or less. For example, if the monthly average price of diesel fuel is \$3.91 in April, the Fuel Surcharge in June would be \$2.68; (b) all bottle deposits up to \$10 per bottle and/or account deposits up to \$100; (c) any applicable delivery fees of up to \$5.00 per month; and (d) all applicable State bottle deposits and redemption value on any Products. Company may change its administrative, surcharges or other charges or deposit fees at any time with prior notice to Customer. If Customer does not pay any charge within thirty (30) days of the invoice date, Customer will pay Company the greater of (i) a late fee not to exceed \$20 per month, or (ii) interest of 1.5% per month on any unpaid amount from the invoice date until paid. If the late fee or interest rate exceeds the maximum rate allowed by law, the late charge will be equal to such maximum rate. Customer will make all payments hereunder without set-off, counterclaim or defense.

CHANGES AND ADDENDUMS: Any changes in specifications, terms or pricing contained in the agreement must be mutually approved in writing by both Lessor and Lessee before the execution of the change.

HOLD HARMLESS: Lessee shall indemnify and hold lessor harmless against any and all liability, loss, damage cost or expense of whatever kind (including attorney's fees in actions brought by third parties) arising out of this lease, or the equipment or services provided hereunder.

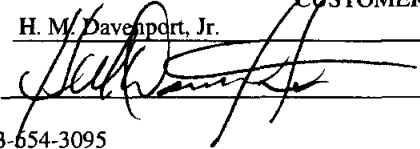
Lessor shall indemnify and hold lessee harmless against any and all liability, loss, damage cost or expense of whatever kind (including attorney's fees in actions brought by third parties) arising out of the sole negligence of lessor.

PAYMENT TERMS: Net 30 days

PRICE GUARANTEE: All pricing for products contracted herein will be guaranteed through 4/1/2011. After that date, the lease's prices may fluctuate up or down based on local market conditions and/or Lessor's costs. Lessor will give 30 days notice of any price changes.

THE AUTHORIZATION OF THIS AGREEMENT SUPERSEDES ANY PRIOR EQUIPMENT/SERVICE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES, ANY ADDITIONS OR CHANGES MUST BE IN WRITING AND AUTHORIZED BY BOTH PARTIES.

CUSTOMER AUTHORIZATION

Print Name H. M. Davenport, Jr. Title: County Judge
 Signature:  Date: April 12, 2010
 Phone: 903-654-3095 Fax: 903-654-3097

Nestlé Waters North America Sales Manager: _____

Nestlé Waters North America ZSDM: _____

Siebel Reference # 1-12G51A

For Internal Use Only for KAMs	
KAM Name	Kim Carter
E-mail Address	kimberly.carter@waters.nestle.com



Exhibit A
Point Of Use

Lessee: Navarro County

Location: 300 w third ave ste 10
Corsicana, TX 75110

Point of Use Equipment Pricing:

Created	Price List		
1/21/2010 02:53:35 AM	OZKBA		
Product	Extended Price	Qty	Req
Point of Use Vertex Hot & Cold Countertop	\$8.00	0	
DWS Carbon Filter System UTC	\$17.99	0	
DWS Cook & Cold Carbon Filter Cooler	\$25.99	0	
DWS Cook & Cold Filter Blk Energy Star	\$25.99	0	
DWS Hot & Cold Carbon Filter Cooler	\$27.99	0	
Point of Use Filtration Hot & Cold LX Black	\$25.99	4	

Cost of other replacement components or service provided (beyond the free 18-month service interval)

1. Type _____ \$ _____
2. Type _____ \$ _____

Any termination during the first year of the agreement will also result in a charge for the installation costs to allow Lessor to recover those costs. Cost of other replacement components or service provided (beyond the free 18-month service interval) will be provided on request.

Lessee is responsible for any applicable account surcharges and any applicable taxes.

NOTE: Lessor on a periodic basis will maintain the Point of Use. This does not include external cleaning of unit. Filters and other components will be exchanged every eighteen (18) months. Non-scheduled or emergency service will be billed in accordance with Lessor's established service pricing.

INSTALLATION: Lessor will assume all responsibility for the Point of Use. This includes, but is not limited to; the installation of the equipment (free within 25 feet of the water/drain source, beyond that distance the cost will be as per Lessor's established price list) and all damage caused by faulty installation

or equipment failure of the Point of Use while it is in a Lessee's location. Lessee shall be responsible for providing approval for installation, including but not limited to drilling holes, connections to plumbing, access to equipment for servicing and removal of equipment. Lessee agrees that the equipment and related installation components remain the property of the Lessor and may be removed by Lessor at the end of the lease.

THIRD-PARTY VENDORS: Lessor may enter a third party relationship with a vendor who services products from Lessor's ancillary product list. Lessor will manage the relationship with these alternate vendors and will offer Lessee one (1) bill and one (1) contact person for all service needs.

#26 ..

800

OTIS

RECEIVED

MAR 31 2010

NAVARRO COUNTY
AUDITOR'S OFFICE

OTIS MAINTENANCE - Navarro County

DATE: 02/23/2010

TO:
Navarro County
300 W. 3rd Avenue
Corsicana, TX 75110

FROM:
Otis Elevator Company
1931 Market Center Blvd
Suite 127
Dallas, TX 75207

EQUIPMENT LOCATION:
NAVARRO COUNTY COURTHOUSE
300 W 3RD AVE
CORNICANA, TX 75110

Dejah Smith
Phone: (214) 878-7499
Fax: (860) 353-3341

PROPOSAL NUMBER: DTH100223162152

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
1	OTIS	GEARED	340367
1	DOVER	HYDRAULIC	F13068

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEM™

We will use the Otis Maintenance Management System™ preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS® standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE[®] 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE[®] customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an American with Disabilities Act ("ADA") call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to timely reach a building representative, Otis shall respond to the ADA call as an authorized callback outside of regular working hours.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS[®] program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS[®] program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM -- 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the

Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any

indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Payment Frequency

Monthly billing frequency will remain without any increase in price.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Nine hundred fifty-five dollars (\$955.00) per month, payable annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Ninety-five dollars and fifty cents (\$95.50) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **11/01/2009** which was **193.300**.

B. Labor

Eight hundred fifty-nine dollars and fifty cents (\$859.50) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2010** which was **58.436**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 04/01/2010.

The Term of this Contract unless modified under the extended term below, will be for six (6) years beginning on the Commencement Date. The Contract will automatically be renewed at each six year anniversary for an additional six (6) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current six (6) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	<input type="checkbox"/>	_____
Fifteen (15) Years	5%	<input type="checkbox"/>	_____
Twenty (20) Years	7%	<input type="checkbox"/>	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

OTIS MAINTENANCE - Navarro County

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Dejah Smith

Title: Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 2-24-10

Signed: [Signature]

Print Name: Judge H. M. Davenport

Title: County Judge

E-mail: hdavenport@navarrocounty.org

Otis Elevator Company

Approved by Authorized Representative

Date: 3-9-10

Signed: [Signature]

Print Name: Kenin Lynes

Title: General Manager

Name of Company: Navarro County

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

OTIS MAINTENANCE - Navarro County

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Please Fax To:
214-441-8696

EXHIBIT A



CUSTODIAL AGREEMENT AND CONFIRM

CUSTODIAN: Federal Home Loan Bank of Dallas
ATTN: Securities Safekeeping Department
8500 Freeport Parkway South, Suite 600
Irving, Texas 75063-2547

DEPOSITOR INFORMATION:

Name: NAVARRO COUNTY Pledge Code: 20459
Street Address: _____
City, State, ZIP Code: _____

MEMBER INFORMATION:

Name: PROSPERITY BANK FHFA ID #: 12333
Street Address: P O DRAWER G
City, State, ZIP Code: EL CAMPO TX 77437

DESCRIPTION OF PLEDGED COLLATERAL:

Original Face of Pledged Amount: 979,985.00 CUSIP #: 3141YMF1
Description: FNMA MA0357 RATE 4% MATURITY 2/1/2020

Member hereby grants to Depositor a first priority security interest in the Pledged Collateral. Member and Depositor hereby authorize Federal Home Loan Bank of Dallas ("FHLBDallas") to act as Custodian of the Pledged Collateral, in accordance with the *Custodial Services Standard Terms and Conditions* ("Terms and Conditions") in effect and as published by FHLBDallas from time to time, which Terms and Conditions are hereby incorporated into this Custodial Agreement and Confirm as if set forth fully herein. This Custodial Agreement and Confirm is effective on the date that the last party signs below.

PROSPERITY BANK

(Member)
By: Kouan Kallina Karen Alford VP
Name: LOUANN KALLINA, VP
Title: KAREN ALFORD VP
Date: _____
Federal Home Loan Bank of Dallas
By: _____

(Depositor) - Navarro County Treasure
By: Ruby Coker Fathia B. Holloman " Auditor
Name: Ruby Coker
Title: Treasurer
Date: 4/2/2010
Date: _____

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Pledgee Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date: _____

We, the County of Navarro agree to the terms of Appendix C of your Operating Circular 7, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated K2FD (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

NO (Instructions required for each withdrawal)

YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See Operating Circular 7, Appendix C, Section 4.3.)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

Three-party call-back

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: (903) 654-3095
Fax: (903) 654-3097

Print Name: Kathy B. Holloman Title: Co. Auditor
Signature: Kathy B. Holloman Date: 4/8/2010

Telephone: (903) 654-3090
Fax: (903) 875-3391

Print Name: Ruby Coker Title: Navarro County Treasurer
Signature: Ruby Coker Date: 4/12/2010

Telephone: _____
Fax: _____

Print Name: _____ Title: _____
Signature: _____ Date: _____

Pledgee Agreement
(page 2 of 2)

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Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

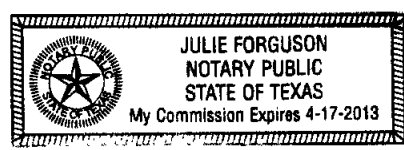
Navarro County
 Name of governmental unit
300 W. 3rd Ave. Suite #17
 Street Address or P.O. Box Number
Corsicana, TX 75110
 City, State, Zip Code

 Official Signature/Date
H. M. DAVENPORT, Jr.
 Printed Name and Title

State of Texas Notary
 County of Navarro

On this 12 day of April, 2010 before me personally appeared
H.M. Davenport, Jr., to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that
 he/she resides at 815 FM 2452, in the City of CORSICANA TX, in the
 State of Texas, that he/she is the Navarro County Judge [Title] of
Navarro County and that he/she executed this document on behalf of
Navarro County before me.

Julie Ferguson
 (Signature of Notary)
Julie Ferguson
 (Print name of Notary)



My commission expires on 4-17-2013 [Date]