

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 10TH DAY OF JANUARY, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

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

CONSENT AGENDA

- MOTION TO APPROVE CONSENT AGENDA 5-9 BY MARTIN
SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETING OF
JANUARY 6, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, PAYROLL PAID
12/22/2010 AND INDIGENT BILLS (PAID 12/28/2010)
7. MOTION TO APPROVE MINUTES OF THE DECEMBER 2, 2010
PLANNING AND DEVELOPMENT MEETING **TO WIT PG 816**
8. MOTION TO APPROVE REPLAT OF LOTS 7 AND 8 OF PELICAN ISLE
FOR CONNIE PITMAN
9. MOTION TO APPROVE A VARIANCE FOR LOTS 67 OF SOUTHPORT FOR
THE WUNDERLICK FAMILY

REGULAR AGENDA

10. MOTION TO APPROVE THE APPOINTMENT OF NAVARRO COUNTY
HISTORICAL COMMISSION MEMBERS LESLIE COTTEN AND MARY

JANE MCREYNOLDS PRESENTED BY BRUCE MCMANUS BY
HERRINGTON SEC BY OLSEN **TO WIT PG 817-818A**
ALL VOTED AYE MOTION CARRIED

11. MOTION TO APPROVE CELL PHONE ALLOWANCE FOR PRECINCT 2
COMMISSIONER DICK MARTIN BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 819**
12. MOTION TO APPROVE ELECTED OFFICIAL BONDS BY JUDGE
DAVENPORT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
13. NO ACTION TAKEN ON BURN BAN
14. MOTION TO APPROVE RESOLUTION OF THE COMMISSIONERS COURT
OF NAVARRO COUNTY ELECTING TO BECOME ELIGIBLE TO
PARTICIPATE IN GRANTING TAX ABATEMENTS, AND ESTABLISHING
AN EFFECTIVE DATE BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 820-834**
15. MOTION TO APPROVE RESOLUTION OF THE COMMISSIONERS COURT
OF NAVARRO COUNTY TO RE-ESTABLISH THE CURRENT TAX
ABATEMENT GUIDELINES, CRITERIA AND POLICY FOR FIVE (5)
YEARS GRANTING TAX ABATEMENT IN REINVESTMENT ZONES
CREATED BY NAVARRO COUNTY TEXAS OR OTHER AUTHORIZED
TAXING JURISDICTION AND ESTABLISHING AN EFFECTIVE DATE BY
HERRINGTON SEC BY MARTIN **TO WIT PG 835-847**
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF
ANGUS TO PROVIDE ON-SITE SEWAGE FACILITIES INSPECITONS BY
WARREN SEC BY OLSEN **TO WIT PG 848-850**
ALL VOTED AYE MOTIÓN CARRIED
17. MOTION TO APPROVE TO RECIND APPOINTMENT OF DEREK CAMP
TO THE ESD BOARD PREVIOUSLY IN DECEMBER MEETING AND
ACCEPT RECOMMENDATION FROM ESD BOARD TO APPOINT
RALPH BLOCK AND DAVID FOREMAN BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE THE REINVESTMENT TAX CREDITS FOR
PROPERTIES LOCATED IN THE CORSICANA DOWNTOWN

REVITILIZATION DISTRICT BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 851-856**

19. MOTION TO APPROVE LOCAL TRANSPORTATION PROJECT
ADVANCED FUNDING AGREEMENTS FOR THE BRIDGE
REPLACEMENT OR REHABILITATION OF THE STATE SYSTEM ON
CRSE 0220 AT RUSH CREEK, CRSE 0210 AT RUSH CREEK, AND CRNE
0070 AT CHAMBERS CREEK BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 857-904**
20. MOTION TO APPROVE AUTHORIZING DISTRICT CLERK JOE HOBBS AS
AN AUTHORIZED SIGNER FOR THE NAVARRO COUNTY DISTRICT
CLERKS TRUST FUND BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
21. MOTION TO APPROVE BUSINESS ASSOCIATE ADDENDUM TO UPL
AGREEMENT WITH NAVARRO REGIONAL HOSPITAL BY
HERRINGTON SEC BY WARREN **TO WIT PG 905-914**
ALL VOTED AYE MOTION CARRIED
22. MOTION TO APPROVE THE TAX COLLECTION REPORT FOR
DECEMBER FROM RUSSELL HUDSON BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 915-919**
23. MOTION TO APPROVE SALVAGING OLD OFFICE EQUIPMENT FOR
DISPOSAL FROM THE DISTRICT ATTORNEYS OFFICE BY MARTIN SEC
BY WARREN (SEE LIST) **TO WIT PG 920-922**
ALL VOTED AYE MOTION CARRIED
24. MOTION TO APPROVE PRESENTATION BY DEREK SCASTA, NAVARRO
COUNTY EXTENSION AGENT REGARDING CONTROLLED
AGRICULTURE BURN TRAINING BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
25. MOTION TO APPROVE CERTIFYING UNBUDGETED REVENUE
(\$50,000) RECEIVED BY PRECINCT 3 FROM BNSF PURSUANT TO
LOCAL GOVERNMENT CODE 111.0708 BY WARREN SEC BY OLSEN
ALL VOTE AYE MOTION CARRIED **TO WIT PG 923**
26. MOTION TO APPROVE FY 2011 FORMULA GRANT FOR INDIGENT
DEFENSE BY JUDGE DAVENPORT SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 924**

27. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED


MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

28. MOTION TO TAKE ACTION ON EXECUTIVE SESSION PRSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL FOR THE JUSTICE OF THE PEACE TO ELIMINATE ONE POSITION AND ADJUST SALARIES AND KATHY HOLLomon TO MAKE NECESSARY DETAIL IN PREPARATION FOR DISTRIBUTION BY JUDGE DAVENPORT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

29. MOTION TO ADJOURN BY MARTIN SEC BY WARREN
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 JANUARY 10TH, 2010.

SIGNED 10 DAY OF JANUARY 2011.


SHERRY DOWD, COUNTY CLERK



#7

816



NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely – Director
Becky Garrett – Addressing
Stanley Young – Environmental Services
Robert Gray – Code Enforcement

www.co.navarro.tx.us
300 West Third Avenue, Suite 16
Corsicana, Texas 75110

Phone: (903) 875-3310

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

December 2, 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
Scott Watkins – absent
Carroll Sigman – absent
Vicki Farmer – absent
Dennis Bancroft – absent
Charles Irvine – present
Eben Dale Stover – absent

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

Item #2 on the agenda was consideration of the minutes of the November 4, 2010 Planning and Zoning meeting. Chairman Jacobson recommended that item #4 include that the public hearing was continued. Motion to approve by Commissioner Newton, second by Commissioner Spae, all voted aye.

Item # 3 on the agenda was consideration of a replat of Vista Ridge Phase I lots 77 & 78 by Jerry Jackson, motion to approve by Commissioner Irvine, second by Commissioner Smith, all voted aye.

Item # 4 on the agenda was consideration of a replat of Vista Ridge Phase I lots 74-76 by Mike Brown, motion to approve by Commissioner Newton, second by Commissioner Irvine, all voted aye.

Item # 5 on the agenda was consideration of a replat of Southpoint lots 71 & 72 by Robert Hutchinson, motion to approve by Commissioner McGuire, second by Commissioner Moe, all voted aye.

Adjourn.

2011 – 2013

Navarro County Historical Commission Appointments

BRUCE MCMANUS (Vice-Chairman / Chairman Pro-Tem) 2002

3019 McKnight Ln. Corsicana, TX. 75110

Home: (903)875-0988 Cell: (903)714-1470

bmcmanus@nctv.com

EDDIE PEVEHOUSE (Secretary) 2005

9580 SW CR 2300, Wortham, TX. 76693

Home: (254)765-3950 Cell: (903)879-2639

JOHN BECK *before 2002*401 1st St. Kerens, TX. 75144

Home: (903)396-2815

KIT HERRINGTON

PO BOX 364, Corsicana, TX. 75151

Home: (903)345-2861 Work: 903-654-3031

kherrington@navarrocounty.org

MARGARET THOMAS *before 2002*

8728 S Hwy. 287, Corsicana, TX. 75109

Home: (903)874-6015

thomasranch@yahoo.com

BOBBIE YOUNG

1603 Elmwood Ave. Corsicana, TX. 75110

Home: (903)874-7067 Cell: (903)641-9058

CATHERINE PORTER

22350 FM 744, Hubbard, TX. 76648

Home: (254)-678-3264

J.B. PORTER

22350 FM 744, Hubbard, TX. 76648

Home: (254)-678-3264

(In term appointment by Chairman Bill Young, 2009)

STEPHEN FARRIS

1708 Lexington Cir. Corsicana, TX. 75110

Cell: (903)390-4992

Email: srfarris13@yahoo.com

(In term appointment by Chairman Bill Young, 2009)

LESLIE COTTON 2010

1095 NE CR 0070, Corsicana, TX. 75109

Home: (903)872-2616

(In term appointment by Chairman Pro-Tem Bruce F. McManus, 2010)

MARY JANE McREYNOLDS 2010

15824 FM 1394, Wortham, TX. 76693

Home: (254)765-3913 Cell: (505)480-4356

(In term appointment by Chairman Pro-Tem Bruce F. McManus, 2010)

Approved by the Navarro County Commissioners Court:

Phil Herrington

County Commissioner, Precinct 1 Date

Rich Math 1/10/11

County Commissioner, Precinct 2 Date

Scott Warner 1-10-11

County Commissioner, Precinct 3 Date

James Olson 1-10-11

County Commissioner, Precinct 4 Date

Mark Campbell 1-10-11

County Judge

Date

CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: DICK MARTIN

DEPARTMENT: COMMISSIONER Precinct 2

JOB TITLE: Commissioner

JUSTIFICATION FOR ALLOWANCE:
County Commissioner receiving phone calls and emails
from vendors and constituents

DATE APPROVED/DECLINED IN COURT: 1/10/11

EFFECTIVE DATE: 1/1/2010

AMOUNT: \$85.00

ADD

REMOVE

CHANGE

By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone service in their name on a periodic basis, as deemed necessary by Navarro County.

SIGNATURES:

EMPLOYEE: Dick Martin DATE: 12/22/10

DEPARTMENT HEAD: _____ DATE: _____

#14

**NAVARRO COUNTY
COMMISSIONERS COURT
BRIEFING SHEET**

DATE: January 10, 2011

SUBJECT: RESOLUTIONS 1 and 2

- 1. Resolution Electing to Become Eligible to Participate in Granting Tax Abatements, and Establishing an Effective Date**
- 2. Resolution Reestablishing the Current Tax Abatement Policy Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created by Navarro County, Texas or Other Authorized Taxing Jurisdiction; and Establishing an Effective Date**

Comments: Pursuant to Section 312 of the Texas Property Tax Code for Granting Tax Abatement in Reinvestment Zones previously adopted by the County of Navarro, Texas, these guidelines are effective for two (2) years from the date adopted by the Commissioners Court.

Therefore, pursuant to Section 312 of the Texas Property Tax Code, Navarro County must reelect to become eligible to participate in granting tax abatements and Navarro County must reestablish its Tax Abatement Policy Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones stating that the County has the authority to designate certain area(s) as a reinvestment zone(s).

Recommendation:

- 1. Approve the Resolution electing to become eligible to become eligible to participate in granting tax abatements; and establishing an effective date.
- 2. Approve the Resolution Reestablishing the Current Tax Abatement Guidelines, Criteria, and Policy for Granting Tax Abatement in Reinvestment Zones created by Navarro County, Texas, or other authorized taxing jurisdiction; and establishing an effective date.

COUNTY OF NAVARRO, TEXAS
RESOLUTION

A RESOLUTION OF THE COMISSIONERS COURT OF NAVARRO COUNTY, TEXAS ELECTING TO BECOME ELIGIBLE TO PARTICIPATE IN GRANTING TAX ABATEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the future economic viability Navarro County depends on the ability to attract new investment through the location of new industry and the expansion and modernization of existing business; and

WHEREAS, the creation and retention of job opportunities that result from new and retained economic development is a highly civic priority; and

WHEREAS, Navarro County must become and remain competitive with other localities across the nation and the expansion of their existing industrial base in the attraction of new commercial and industrial investment; and

WHEREAS, Chapter 312 of the Texas Tax Code requires that a taxing unit adopt a resolution stating that it elects to become eligible to participate in tax abatement; and

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

SECTION 1.


Navarro County elects to become eligible to participate in tax abatements and to create reinvestment zones, in accordance with Chapter 312 of the Texas Tax Code, and directs county staff to actively pursue economic development opportunities for Navarro County, Texas.

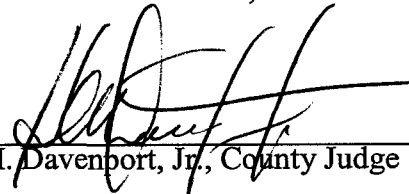
SECTION 2.

This resolution shall become effective upon passage.

PASSED AND APPROVED ON THIS 10th DAY OF JANUARY, 2011.




Sherry Dowd, County Clerk


H.M. Davenport, Jr., County Judge

COUNTY OF NAVARRO, TEXAS

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS REESTABLISHING THE CURRENT TAX ABATEMENT GUIDELINES, CRITERIA AND POLICY FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED BY NAVARRO COUNTY, TEXAS OR OTHER AUTHORIZED TAXING JURISDICTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Navarro County has adopted a resolution stating that it elects to participate in tax abatements; and

WHEREAS, Chapter 312 of the Texas Tax Code requires cities, which elect to participate in tax abatement programs, to establish guidelines and criteria governing the designation of reinvestment zones and tax abatement programs prior to granting any future tax abatement; and

WHEREAS, to assure a common coordinated effort to promote economic development within Navarro County, the Guidelines and Criteria should be adopted; and

WHEREAS, any tax incentives offered by Navarro County should be limited to those companies that create new wealth within Navarro County; and

WHEREAS, Navarro County reestablishes the previous Tax Abatement Policy approved and adopted on August 11, 2008.

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

SECTION 1.

The Tax Abatement Guidelines, Criteria and Policy for Navarro County, Texas attached hereto as Exhibit "A" is hereby reestablished as the guidelines and criteria governing tax abatement in Navarro County. The Tax Abatement Guidelines, Criteria and policy shall be effective for two (2) years from the date of this resolution, and may be amended or repealed by a vote of 3/4th of the members of the Commissioners Court.

SECTION 2.

This resolution shall become effective upon passage.

PASSED AND APPROVED ON THIS 10th DAY OF JANUARY, 2011.


Sherry Dowd, County Clerk



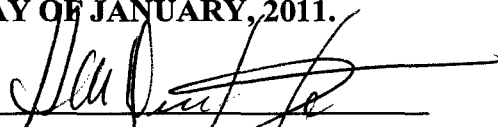

M. Davenport, Jr., County Judge

EXHIBIT A

TAX ABATEMENT GUIDELINES, CRITERIA AND POLICY COUNTY OF NAVARRO, TEXAS

SECTION 1. AUTHORITY, PURPOSE AND OBJECTIVES

- 1.01 Pursuant to Chapter 312 of the Texas Property Tax Code, the County of Navarro, Texas (hereinafter referred to as "County") is authorized to designate Reinvestment Zones and to enter into tax abatement agreements in areas of the County that do not include areas that are in the taxing jurisdiction of a municipality. With regard to properties located in Reinvestment Zones for which a municipality has given tax abatement incentives, the County may likewise enter into tax abatement agreements
- 1.02 Section 312.002 of the Texas Property Tax Code requires that the County establish guidelines and criteria governing tax abatement agreements. These guidelines and criteria are for the purpose of promoting the efficient and reasonably consistent administration of tax abatement incentives. These guidelines are effective for two (2) years from the date adopted by the Navarro County Commissioner's Court (hereinafter referred to as "Commissioner's Court").
- 1.03 These guidelines and criteria, and the procedures established herein, do not:
- a. Limit the discretion of the Commissioner's Court to decide whether to enter into a specific tax abatement agreement,
 - b. Limit the discretion of the Commissioner's Court to delegate to its employees the authority to determine whether or not the Commissioner's Court should consider a particular application or request for tax abatement, and
 - c. Create any property right, contract right or other legal right to any person, or firm, or corporation to have the Commissioner's Court consider or grant a specific application for a specific request for tax abatement.
- 1.04 The County is committed to the promotion of quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the County will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines, criteria and procedures outlined in this document. Nothing herein shall imply or suggest that the County is under any obligation to provide any incentive to any applicant. All applicants shall be considered on a case-by-case basis.

SECTION 2. DEFINITIONS

- 2.01 "**Abatement**" means the full or partial exemption from ad valorem taxes of certain real property values and/or tangible personal property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

- 2.02 **“Agreement”** means a contractual agreement between a property owner and/or lessee and the County.
- 2.03 **“Base Year”** means the calendar year in which the abatement contract is executed (signed).
- 2.04 **“Base Year Value”** means the assessed value of eligible property January 1 preceding the execution of the agreement plus the value of eligible property improvements and Tangible Personal Property made after January 1, but before the execution of the Agreement, and which property is owned by the owner, co-owner, and/or its parent companies, subsidiaries, partners, co-venturers, or any entity exercising control over the owner or subject to control by the owner.
- 2.05 **“Deferred Maintenance”** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.
- 2.06 **“Eligible Facilities”** or **“Eligible Projects”** means new, expanded or modernized buildings and structures, tangible personal property as defined in the Texas Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the County, including facilities which are intended primarily to provide goods and/or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.
- 2.07 **“Expansion”** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity; and/or, a property previously undeveloped which is placed into service by means other than expansion or modernization.
- 2.08 **“Modernization”** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.
- 2.09 **“New Facility”** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.
- 2.10 **“Productive Life”** means the number of years a property improvement is expected to be in service in a facility.
- 2.11 **“Tangible Personal Property”** means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment or enterprise zone at any time before the period covered by the agreement with the County.

SECTION 3. REINVESTMENT ZONE DESIGNATION

- 3.01 A Reinvestment Zone may only be designated in accordance with Subchapter C of Chapter 312 of the Texas Property Tax Code, as amended. The procedures set forth in this section apply to County created reinvestment zones.
- 3.02 A Reinvestment Zone under § 312.401 of the Texas Property Tax Code may only be designated by the Commissioner's Court, in an area of the County that does not include an area within the taxing jurisdiction of a municipality.
- 3.03 An area may be designated as a Reinvestment Zone if the Commissioner's Court, after a public hearing on the proposed designation, finds that the designation would contribute to the retention or expansion of primary employment within the County or would attract major investment in the Reinvestment Zone and would contribute to the economic development of the County.
- 3.04 A public hearing on the proposed Reinvestment Zone designation must be held prior to the findings and action of the Commissioner's Court on the proposal. At this hearing, all interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh (7th) day before the date of the public hearing, notice of the public hearing shall be: (1) published in a notice at least 3" x 5" in size, at least three times, in a newspaper having general circulation in the County, and (2) delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the Reinvestment Zone. The public hearing must also be posted as an agenda item on the Commissioner's Court agenda to comply with the Tax Code and the Texas Open Meetings Act.
- 3.05 A delivered notice made under subsection 3.04 in the paragraph above is presumed to be delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.
- 3.06 If the Commissioner's Court finds that designation of the area as a Reinvestment Zone is proper, such proposed designation shall be put to a vote of the Commissioner's Court, and will pass if a majority of the members of the Commissioner's Court in attendance vote to approve the designation.
- 3.07 The order of the Commissioner's Court designating the area as a Reinvestment Zone (Zone) shall contain a description of the precise boundaries of the Zone.
- 3.08 The designation of the Reinvestment Zone may be for a period of up to five (5) years. No designation shall exceed five (5) years, and may be for a shorter period at the discretion of the Commissioners. The designation shall automatically expire five (5) years after the date of the designation unless renewed by the Commissioner's Court for subsequent periods not to exceed five (5) years each.
- 3.09 Property eligible for tax abatement may be located both in a Reinvestment Zone designated by the County and in a Reinvestment Zone designated by a municipality.

- 3.10 Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act (Chapter 2303, Government Code) constitutes designation of the area as a Reinvestment Zone without further hearing or other procedural requirements other than those set out in the Texas Enterprise Zone Act.
- 3.11 Section 312.204(b) of the Texas Property Tax Code requires that the agreements made with the owners of property in a reinvestment zone contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption

SECTION 4. ABATEMENT AUTHORIZED

- 4.01 Tax Abatement is authorized, subject to the approval of the Commissioner's Court and execution of a lawful tax abatement agreement, for properties located within a Reinvestment Zone designated by the Commissioner's Court, or for properties located within a municipal reinvestment zone.
- 4.02 Authorized Facilities: Tax abatement may be granted for new facilities and for expansion or modernization of existing facilities. The Productive Life of a facility or improvements must exceed the life of the tax abatement agreement.
- 4.03 Eligible Property: Tax abatement may be granted for Eligible Facilities or Projects and increased value to real property or tangible personal property to the extent allowed by state law.
- 4.04 Value of Abatement: Eligible Facilities may be granted abatement on all or a portion of the increased value of eligible property over the Base Year for a period to be determined by the Commissioner's Court. Taxes may be abated for real property or improvements, to the extent that the value of the real property exceeds the value for the Base Year. Taxes on eligible Tangible Personal Property may be abated to the extent of additions, but cannot be abated for Tangible Personal Property located on the real property at any time before the period covered by the tax abatement agreement, and cannot be abated for inventory and supplies.

SECTION 5. CRITERIA FOR TAX ABATEMENT

- 5.01 The following threshold criteria shall be used to determine whether any tax abatement incentives shall be considered:
- a. An investment of at least one million dollars (\$1,000,000.00) in property improvements or in personal property must be made, not including purchase price of the land.
 - b. The project must obtain all required permits and meet all relevant planning and zoning requirements as applicable.
- 5.02 In addition to the minimum requirements stated above, the following subjective criteria shall be considered prior to granting any economic development incentive:

- a. Is the project consistent with the preferred development or redevelopment of the County?
- b. What types and cost of public improvements and services (roads, bridges, etc.) will be required of the County? What types and values of public improvements, if any, will be made by the applicant?
- c. What impact will the project have on the local consumer and business communities?
- d. How many full time jobs directly and indirectly are created by the Company?

SECTION 6. DISCRETION OF THE COUNTY

- 6.01 It is the policy of the County to customize offers of economic development incentives on a case-by-case basis. The individualized design of a total incentive package is intended to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the County to better respond to the changing needs of the community.
- 6.02 The criteria outlined in Section 5 above will be used to determine whether it is in the best interest of the County to provide any economic development incentives to a particular applicant. The degree to which the specified project furthers goals and objectives of the County and the relative impact of the specified project will be used to determine the total value of the incentives provided. As a general rule, no tax abatement will be provided to any applicant in an amount exceeding the value of the following:
 - a. No incentive shall be provided which abates taxes on real property or personal property by more than five hundred percent (500%) over ten (10) years of the specific project (i.e. 50% level of abatement for a term of 10 years).
 - b. An Eligible Project located within the boundaries of County that meets all tax abatement criteria stated herein is eligible for, but not entitled to, the maximum tax abatement.

SECTION 7. APPLICATION PROCEDURES AND PROCESS

- 7.01 Any developer desiring that County consider providing economic development incentives to encourage location of an Eligible Project within the County shall be required to comply with the following application procedures and process. However, nothing within these guidelines shall imply or suggest that the County is under any obligation to provide any incentive to any applicant.
- 7.02 Applicant shall file an application for tax abatement with the County Judge which shall include at least the following information to be considered, if applicable, in the determination whether to grant tax abatement.
 - a. A cover letter on Company letterhead addressed to the County Judge from the Company signed by a corporate officer requesting tax abatement consideration by the Commissioner's Court.

- b. A survey plat showing the precise location of the property, all roadways proximate to the site, and all existing zoning (as applicable) and land uses proximate to the site.
- c. A metes and bounds legal description of the property considered for designation as a reinvestment zone.
- d. A completed *Application for Industrial Tax Abatement* consisting of the following data and information:
 1. Date of application;
 2. Name of firm, partnership, or corporation and mailing address;
 - (a) Previous tax abatement received from Navarro County (Yes/No);
 - (b) If previous abatement has been received, date it was received;
 3. Number of new full time (40 hour work week) employees to be added;
 4. Number of acres of property to be developed
 - (a) Plat of property and development or site plan attachment (Yes/No);
 5. Estimated value of existing real property to be developed;
 6. Estimated value of real property improvements;
 7. Estimated value of existing inventory;
 8. Estimated value of inventory to be added;
 9. Estimated value of existing personal property;
 10. Estimated value of taxable personal property improvements;
 11. Total estimated value of taxable investment to be made;
 12. Description of public services for project development and new facilities and/or services required;
 13. Development schedule for all improvements;
 14. Estimate impact on the local school district(s);
 15. Expected benefit to the local economy;

16. Estimated annual payroll of new employees;
 17. Description or product to manufactured or distributed;
 18. Expected Productive Life of all real property improvements;
 19. Identification and quantity of all pollutants and emissions;
 20. Certification of no materially adverse environmental impact as a result of the improvements and operations;
 21. Certification that project is compliant with relevant zoning requirements;
 22. Declaration by company official with signature that all information provided is correct.
 23. Reasonable proof of financial ability.
 24. References from past communities, if applicable.
- e. An environmental compliance letter addressed to the Navarro County Judge written on company letterhead and signed by a company official confirming that the proposed project will fully comply with all requirements and regulations from the U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, and all local environmental requirements, regulations, and codes.

SECTION 8. ABATEMENT AGREEMENT

- 8.01 Not later than the seventh (7th) day before the date on which the County enters into the tax abatement agreement (Agreement), the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the Agreement. The notice shall include a copy of the prepared Agreement.
- 8.02 The County shall formally pass a resolution authorizing the execution of an agreement with the owner (hereinafter referred to as Company). The Agreement shall contain at least:
- a. The Base Year Value;
 - b. The percent of value to be abated each year;
 - c. The commencement date and the termination date of abatement;
 - d. The proposed use of the facility, property survey and property description, and list of property improvements;
 - e. Contractual obligations in the event of default;

- f. A provision for access to and authorization for inspection of the property by County employees to make certain the improvements or repairs are being made according to the specifications and conditions of the agreement;
- g. The limitations on the uses of the property consistent with the general purpose of encouraging development and/or redevelopment of the zone during the period that property tax exemptions are in effect;
- h. A provision for recapturing property tax revenue lost as a result of the agreement in accordance with Section 9;
- i. A provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors be encouraged to seek qualified workers through the Texas Workforce Commission;
- j. Each and every term and condition agreed to by the County and the Company;
- k. A requirement that the Company certify annually to governing body of each taxing unit granting tax abatement is in compliance with applicable terms and conditions of the agreement; and
- l. All terms required by Texas Property Tax Code § 312.205, as amended, and any other terms deemed appropriate by the Commissioner's Court.

SECTION 9. RECAPTURE OF TAXES AND TERMINATION OF AGREEMENT

- 9.01 The Commissioners Court shall have the authority to require recapture of all taxes abated in the event the Company violates any term or condition of the Agreement.
- 9.02 In the event that the facility is completed and begins operation as required by the Agreement, but during the term of the Agreement subsequently discontinues such operation, or fails to maintain property values as required by the Agreement, for any reason excepting fire, explosion, or other casualty or accident or natural disaster, then the agreement may terminate and all taxes previously abated by virtue of the Agreement shall be recaptured and paid to the County within sixty (60) days of the termination.
- 9.03 In the event that the company or individual:
 - a. allows its ad valorem taxes owed the County or other affected jurisdiction to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
 - b. fails to make improvements or repairs as provided in the agreement, the Agreement then shall be terminated and all taxes previously abated by virtue of the agreement shall be recaptured and paid within sixty (60) days of the termination.

- 9.04 Should the County determine that the Company or individual is in default according to the terms and conditions of the abatement agreement, the County shall notify the company or individual, in writing, at the address stated in the agreement, and if such non-compliance is not resolved within sixty (60) days from the date of such notice, then the agreement shall be terminated.

SECTION 10. AMENDMENTS TO THESE GUIDELINES AND CRITERIA

The guidelines and criteria adopted herein shall not be amended or repealed except by three-fourths (3/4^{ths}) vote of the Commissioner's Court.

SECTION 11. EFFECTIVE DATE

These guidelines and criteria adopted herein shall be effective from the date of passage and remain effective for two (2) years from such date of adoption, unless otherwise repealed or amended by a three-fourths (3/4^{ths}) vote of the Navarro County Commissioner's Court.

PASSED and APPROVED on this the 10th day of **January, 2011**.



ATTEST:

Sherry Dowd
Sherry Dowd, County Clerk

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

2011 APPLICATION FOR INDUSTRIAL TAX ABATEMENT

Instructions: Please print or type. Submit the completed and signed original copy of the 2010 Application for Industrial Tax Abatement with attachments to: The County of Navarro Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110

1. Date

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

Please print or type:

2a. Have you received a previous tax abatement from Navarro County? (YES/ NO)

2b. If yes, when?

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

4. Number of acres of property to be developed _____

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

5. Estimated value of existing real property to be developed _____ \$

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

7. Estimated value of existing inventory _____ \$

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

9. Estimated value of existing personal property _____ \$

10. Estimated value of taxable personal property improvements _____ \$

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

12. Description of real property improvements to be made:

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

Water:	
Wastewater:	
Railways:	
Natural Gas:	
Electricity:	

13. One Year Development Schedule for all improvements.

1st Quarter:	
2nd Quarter:	
3rd Quarter:	
4th Quarter:	

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

2011 APPLICATION FOR INDUSTRIAL TAX ABATEMENT (Page 2)

14. Expected impact on the _____ Independent School District.

--

15. Expected benefit to the local economy.

--

16. Estimated annual payroll of new employees.

--

17. Description of product to be manufactured or distributed.

--

18. Expected life of all real property improvements.

--

19. Identification of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	
NOISE:	
SOLID WASTE:	
WASTEWATER:	

20. Certification of no materially adverse environmental impact as a result of the improvement and subsequent operations.

--

21. Project in compliance with relevant zoning requirements.

--

22. Reasonable proof of financial ability.

--

23. References from past communities, if applicable.

--

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

**sign
here >**

Phone: _____

Date: _____

Submitted By (Please Print)	
Name:	
Title:	
Date:	

Received by the County of Navarro	
Name:	
Title:	
Date:	

For assistance in completing this form call the County of Navarro, Texas - 903.654.4806. An Equal Opportunity Employer.

**The County of Navarro Economic Development Department
200 North 12th Street, Corsicana, Texas 75110**

CORPORATION LETTERHEAD

(Date)

Honorable H.M. Davenport, Jr.
County Judge
County of Navarro, Texas
300 West Third Avenue, Suite 102
Corsicana, Texas 75110

Dear Judge Davenport:

The purpose of this correspondence is to provide assurances and certification that the planned \$ _____, _____ (insert the total estimated value of the taxable capital investment to be made as presented on line # 11 on the "Application for Industrial Tax Abatement") expansion of (insert Company Name), Navarro County, Texas location will have no materially adverse environmental impact as a result of the improvement and subsequent operations according to existing Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and County of Navarro, Texas codes, guidelines, and environmental regulations.

Sincerely,

#15

835

**COUNTY OF NAVARRO, TEXAS
RESOLUTION**

A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS REESTABLISHING THE CURRENT TAX ABATEMENT GUIDELINES, CRITERIA AND POLICY FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED BY NAVARRO COUNTY, TEXAS OR OTHER AUTHORIZED TAXING JURISDICTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Navarro County has adopted a resolution stating that it elects to participate in tax abatements; and

WHEREAS, Chapter 312 of the Texas Tax Code requires cities, which elect to participate in tax abatement programs, to establish guidelines and criteria governing the designation of reinvestment zones and tax abatement programs prior to granting any future tax abatement; and

WHEREAS, to assure a common coordinated effort to promote economic development within Navarro County, the Guidelines and Criteria should be adopted; and

WHEREAS, any tax incentives offered by Navarro County should be limited to those companies that create new wealth within Navarro County; and

WHEREAS, Navarro County reestablishes the previous Tax Abatement Policy approved and adopted on August 11, 2008.

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

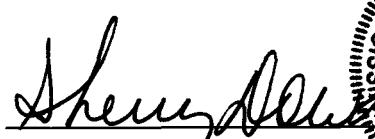
SECTION 1.

The Tax Abatement Guidelines, Criteria and Policy for Navarro County, Texas attached hereto as Exhibit "A" is hereby reestablished as the guidelines and criteria governing tax abatement in Navarro County. The Tax Abatement Guidelines, Criteria and policy shall be effective for two (2) years from the date of this resolution, and may be amended or repealed by a vote of 3/4th of the members of the Commissioners Court.

SECTION 2.

This resolution shall become effective upon passage.

PASSED AND APPROVED ON THIS 10th DAY OF JANUARY, 2011.


Sherry Dowd, County Clerk



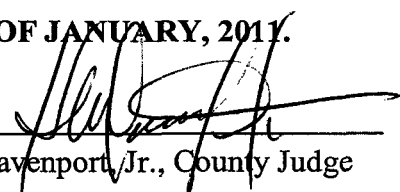

H.M. Davenport, Jr., County Judge

EXHIBIT A

TAX ABATEMENT GUIDELINES, CRITERIA AND POLICY COUNTY OF NAVARRO, TEXAS

SECTION 1. AUTHORITY, PURPOSE AND OBJECTIVES

- 1.01 Pursuant to Chapter 312 of the Texas Property Tax Code, the County of Navarro, Texas (hereinafter referred to as "County") is authorized to designate Reinvestment Zones and to enter into tax abatement agreements in areas of the County that do not include areas that are in the taxing jurisdiction of a municipality. With regard to properties located in Reinvestment Zones for which a municipality has given tax abatement incentives, the County may likewise enter into tax abatement agreements
- 1.02 Section 312.002 of the Texas Property Tax Code requires that the County establish guidelines and criteria governing tax abatement agreements. These guidelines and criteria are for the purpose of promoting the efficient and reasonably consistent administration of tax abatement incentives. These guidelines are effective for two (2) years from the date adopted by the Navarro County Commissioner's Court (hereinafter referred to as "Commissioner's Court").
- 1.03 These guidelines and criteria, and the procedures established herein, do not:
- a. Limit the discretion of the Commissioner's Court to decide whether to enter into a specific tax abatement agreement,
 - b. Limit the discretion of the Commissioner's Court to delegate to its employees the authority to determine whether or not the Commissioner's Court should consider a particular application or request for tax abatement, and
 - c. Create any property right, contract right or other legal right to any person, or firm, or corporation to have the Commissioner's Court consider or grant a specific application for a specific request for tax abatement.
- 1.04 The County is committed to the promotion of quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the County will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines, criteria and procedures outlined in this document. Nothing herein shall imply or suggest that the County is under any obligation to provide any incentive to any applicant. All applicants shall be considered on a case-by-case basis.

SECTION 2. DEFINITIONS

- 2.01 "**Abatement**" means the full or partial exemption from ad valorem taxes of certain real property values and/or tangible personal property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

- 2.02 **“Agreement”** means a contractual agreement between a property owner and/or lessee and the County.
- 2.03 **“Base Year”** means the calendar year in which the abatement contract is executed (signed).
- 2.04 **“Base Year Value”** means the assessed value of eligible property January 1 preceding the execution of the agreement plus the value of eligible property improvements and Tangible Personal Property made after January 1, but before the execution of the Agreement, and which property is owned by the owner, co-owner, and/or its parent companies, subsidiaries, partners, co-venturers, or any entity exercising control over the owner or subject to control by the owner.
- 2.05 **“Deferred Maintenance”** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.
- 2.06 **“Eligible Facilities”** or **“Eligible Projects”** means new, expanded or modernized buildings and structures, tangible personal property as defined in the Texas Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the County, including facilities which are intended primarily to provide goods and/or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.
- 2.07 **“Expansion”** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity; and/or, a property previously undeveloped which is placed into service by means other than expansion or modernization.
- 2.08 **“Modernization”** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.
- 2.09 **“New Facility”** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.
- 2.10 **“Productive Life”** means the number of years a property improvement is expected to be in service in a facility.
- 2.11 **“Tangible Personal Property”** means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment or enterprise zone at any time before the period covered by the agreement with the County.

SECTION 3. REINVESTMENT ZONE DESIGNATION

- 3.01 A Reinvestment Zone may only be designated in accordance with Subchapter C of Chapter 312 of the Texas Property Tax Code, as amended. The procedures set forth in this section apply to County created reinvestment zones.
- 3.02 A Reinvestment Zone under § 312.401 of the Texas Property Tax Code may only be designated by the Commissioner's Court, in an area of the County that does not include an area within the taxing jurisdiction of a municipality.
- 3.03 An area may be designated as a Reinvestment Zone if the Commissioner's Court, after a public hearing on the proposed designation, finds that the designation would contribute to the retention or expansion of primary employment within the County or would attract major investment in the Reinvestment Zone and would contribute to the economic development of the County.
- 3.04 A public hearing on the proposed Reinvestment Zone designation must be held prior to the findings and action of the Commissioner's Court on the proposal. At this hearing, all interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh (7th) day before the date of the public hearing, notice of the public hearing shall be: (1) published in a notice at least 3" x 5" in size, at least three times, in a newspaper having general circulation in the County, and (2) delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the Reinvestment Zone. The public hearing must also be posted as an agenda item on the Commissioner's Court agenda to comply with the Tax Code and the Texas Open Meetings Act.
- 3.05 A delivered notice made under subsection 3.04 in the paragraph above is presumed to be delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.
- 3.06 If the Commissioner's Court finds that designation of the area as a Reinvestment Zone is proper, such proposed designation shall be put to a vote of the Commissioner's Court, and will pass if a majority of the members of the Commissioner's Court in attendance vote to approve the designation.
- 3.07 The order of the Commissioner's Court designating the area as a Reinvestment Zone (Zone) shall contain a description of the precise boundaries of the Zone.
- 3.08 The designation of the Reinvestment Zone may be for a period of up to five (5) years. No designation shall exceed five (5) years, and may be for a shorter period at the discretion of the Commissioners. The designation shall automatically expire five (5) years after the date of the designation unless renewed by the Commissioner's Court for subsequent periods not to exceed five (5) years each.
- 3.09 Property eligible for tax abatement may be located both in a Reinvestment Zone designated by the County and in a Reinvestment Zone designated by a municipality.

- 3.10 Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act (Chapter 2303, Government Code) constitutes designation of the area as a Reinvestment Zone without further hearing or other procedural requirements other than those set out in the Texas Enterprise Zone Act.
- 3.11 Section 312.204(b) of the Texas Property Tax Code requires that the agreements made with the owners of property in a reinvestment zone contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption

SECTION 4. ABATEMENT AUTHORIZED

- 4.01 Tax Abatement is authorized, subject to the approval of the Commissioner's Court and execution of a lawful tax abatement agreement, for properties located within a Reinvestment Zone designated by the Commissioner's Court, or for properties located within a municipal reinvestment zone.
- 4.02 Authorized Facilities: Tax abatement may be granted for new facilities and for expansion or modernization of existing facilities. The Productive Life of a facility or improvements must exceed the life of the tax abatement agreement.
- 4.03 Eligible Property: Tax abatement may be granted for Eligible Facilities or Projects and increased value to real property or tangible personal property to the extent allowed by state law.
- 4.04 Value of Abatement: Eligible Facilities may be granted abatement on all or a portion of the increased value of eligible property over the Base Year for a period to be determined by the Commissioner's Court. Taxes may be abated for real property or improvements, to the extent that the value of the real property exceeds the value for the Base Year. Taxes on eligible Tangible Personal Property may be abated to the extent of additions, but cannot be abated for Tangible Personal Property located on the real property at any time before the period covered by the tax abatement agreement, and cannot be abated for inventory and supplies.

SECTION 5. CRITERIA FOR TAX ABATEMENT

- 5.01 The following threshold criteria shall be used to determine whether any tax abatement incentives shall be considered:
- a. An investment of at least one million dollars (\$1,000,000.00) in property improvements or in personal property must be made, not including purchase price of the land.
 - b. The project must obtain all required permits and meet all relevant planning and zoning requirements as applicable.
- 5.02 In addition to the minimum requirements stated above, the following subjective criteria shall be considered prior to granting any economic development incentive:

- a. Is the project consistent with the preferred development or redevelopment of the County?
- b. What types and cost of public improvements and services (roads, bridges, etc.) will be required of the County? What types and values of public improvements, if any, will be made by the applicant?
- c. What impact will the project have on the local consumer and business communities?
- d. How many full time jobs directly and indirectly are created by the Company?

SECTION 6. DISCRETION OF THE COUNTY

- 6.01 It is the policy of the County to customize offers of economic development incentives on a case-by-case basis. The individualized design of a total incentive package is intended to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the County to better respond to the changing needs of the community.
- 6.02 The criteria outlined in Section 5 above will be used to determine whether it is in the best interest of the County to provide any economic development incentives to a particular applicant. The degree to which the specified project furthers goals and objectives of the County and the relative impact of the specified project will be used to determine the total value of the incentives provided. As a general rule, no tax abatement will be provided to any applicant in an amount exceeding the value of the following:
 - a. No incentive shall be provided which abates taxes on real property or personal property by more than five hundred percent (500%) over ten (10) years of the specific project (i.e. 50% level of abatement for a term of 10 years).
 - b. An Eligible Project located within the boundaries of County that meets all tax abatement criteria stated herein is eligible for, but not entitled to, the maximum tax abatement.

SECTION 7. APPLICATION PROCEDURES AND PROCESS

- 7.01 Any developer desiring that County consider providing economic development incentives to encourage location of an Eligible Project within the County shall be required to comply with the following application procedures and process. However, nothing within these guidelines shall imply or suggest that the County is under any obligation to provide any incentive to any applicant.
- 7.02 Applicant shall file an application for tax abatement with the County Judge which shall include at least the following information to be considered, if applicable, in the determination whether to grant tax abatement.
 - a. A cover letter on Company letterhead addressed to the County Judge from the Company signed by a corporate officer requesting tax abatement consideration by the Commissioner's Court.

- b. A survey plat showing the precise location of the property, all roadways proximate to the site, and all existing zoning (as applicable) and land uses proximate to the site.
- c. A metes and bounds legal description of the property considered for designation as a reinvestment zone.
- d. A completed *Application for Industrial Tax Abatement* consisting of the following data and information:
 - 1. Date of application;
 - 2. Name of firm, partnership, or corporation and mailing address;
 - (a) Previous tax abatement received from Navarro County (Yes/No);
 - (b) If previous abatement has been received, date it was received;
 - 3. Number of new full time (40 hour work week) employees to be added;
 - 4. Number of acres of property to be developed
 - (a) Plat of property and development or site plan attachment (Yes/No);
 - 5. Estimated value of existing real property to be developed;
 - 6. Estimated value of real property improvements;
 - 7. Estimated value of existing inventory;
 - 8. Estimated value of inventory to be added;
 - 9. Estimated value of existing personal property;
 - 10. Estimated value of taxable personal property improvements;
 - 11. Total estimated value of taxable investment to be made;
 - 12. Description of public services for project development and new facilities and/or services required;
 - 13. Development schedule for all improvements;
 - 14. Estimate impact on the local school district(s);
 - 15. Expected benefit to the local economy;

16. Estimated annual payroll of new employees;
 17. Description or product to manufactured or distributed;
 18. Expected Productive Life of all real property improvements;
 19. Identification and quantity of all pollutants and emissions;
 20. Certification of no materially adverse environmental impact as a result of the improvements and operations;
 21. Certification that project is compliant with relevant zoning requirements;
 22. Declaration by company official with signature that all information provided is correct.
 23. Reasonable proof of financial ability.
 24. References from past communities, if applicable.
- e. An environmental compliance letter addressed to the Navarro County Judge written on company letterhead and signed by a company official confirming that the proposed project will fully comply with all requirements and regulations from the U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, and all local environmental requirements, regulations, and codes.

SECTION 8. ABATEMENT AGREEMENT

- 8.01 Not later than the seventh (7th) day before the date on which the County enters into the tax abatement agreement (Agreement), the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the Agreement. The notice shall include a copy of the prepared Agreement.
- 8.02 The County shall formally pass a resolution authorizing the execution of an agreement with the owner (hereinafter referred to as Company). The Agreement shall contain at least:
- a. The Base Year Value;
 - b. The percent of value to be abated each year;
 - c. The commencement date and the termination date of abatement;
 - d. The proposed use of the facility, property survey and property description, and list of property improvements;
 - e. Contractual obligations in the event of default;

- f. A provision for access to and authorization for inspection of the property by County employees to make certain the improvements or repairs are being made according to the specifications and conditions of the agreement;
- g. The limitations on the uses of the property consistent with the general purpose of encouraging development and/or redevelopment of the zone during the period that property tax exemptions are in effect;
- h. A provision for recapturing property tax revenue lost as a result of the agreement in accordance with Section 9;
- i. A provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors be encouraged to seek qualified workers through the Texas Workforce Commission;
- j. Each and every term and condition agreed to by the County and the Company;
- k. A requirement that the Company certify annually to governing body of each taxing unit granting tax abatement is in compliance with applicable terms and conditions of the agreement; and
- l. All terms required by Texas Property Tax Code § 312.205, as amended, and any other terms deemed appropriate by the Commissioner's Court.

SECTION 9. RECAPTURE OF TAXES AND TERMINATION OF AGREEMENT

- 9.01 The Commissioners Court shall have the authority to require recapture of all taxes abated in the event the Company violates any term or condition of the Agreement.
- 9.02 In the event that the facility is completed and begins operation as required by the Agreement, but during the term of the Agreement subsequently discontinues such operation, or fails to maintain property values as required by the Agreement, for any reason excepting fire, explosion, or other casualty or accident or natural disaster, then the agreement may terminate and all taxes previously abated by virtue of the Agreement shall be recaptured and paid to the County within sixty (60) days of the termination.
- 9.03 In the event that the company or individual:
 - a. allows its ad valorem taxes owed the County or other affected jurisdiction to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
 - b. fails to make improvements or repairs as provided in the agreement, the Agreement then shall be terminated and all taxes previously abated by virtue of the agreement shall be recaptured and paid within sixty (60) days of the termination.

9.04 Should the County determine that the Company or individual is in default according to the terms and conditions of the abatement agreement, the County shall notify the company or individual, in writing, at the address stated in the agreement, and if such non-compliance is not resolved within sixty (60) days from the date of such notice, then the agreement shall be terminated.

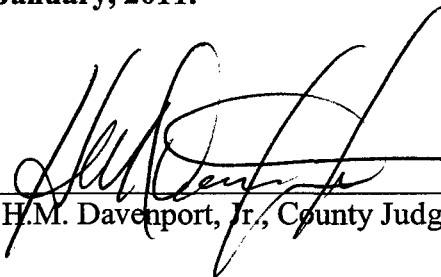
SECTION 10. AMENDMENTS TO THESE GUIDELINES AND CRITERIA

The guidelines and criteria adopted herein shall not be amended or repealed except by three-fourths (3/4^{ths}) vote of the Commissioner's Court.

SECTION 11. EFFECTIVE DATE

These guidelines and criteria adopted herein shall be effective from the date of passage and remain effective for two (2) years from such date of adoption, unless otherwise repealed or amended by a three-fourths (3/4^{ths}) vote of the Navarro County Commissioner's Court.

PASSED and APPROVED on this the 10th day of **January, 2011.**



H.M. Davenport, Jr., County Judge

ATTEST:



Sherry Dowd, County Clerk



2011 APPLICATION FOR INDUSTRIAL TAX ABATEMENT

Instructions: Please print or type. Submit the completed and signed original copy of the 2010 Application for Industrial Tax Abatement with attachments to: The County of Navarro Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110

1. Date

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

Please print or type:

2a. Have you received a previous tax abatement from Navarro County?

(YES/ NO)

2b. If yes, when?

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

4. Number of acres of property to be developed -----

4a. Plat of Property and Development or Site Plan attached? -----
 (Official Property Survey with metes and bounds required)

(YES/ NO)

5. Estimated value of existing real property to be developed -----

\$

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

\$

7. Estimated value of existing inventory -----

\$

8. Estimated value of inventory to be added -----

\$

9. Estimated value of existing personal property -----

\$

10. Estimated value of taxable personal property improvements -----

\$

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

\$

12. Description of real property improvements to be made:

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

Water:	<input type="text"/>
Wastewater:	<input type="text"/>
Railways:	<input type="text"/>
Natural Gas:	<input type="text"/>
Electricity:	<input type="text"/>

13. One Year Development Schedule for all improvements.

1st Quarter:	<input type="text"/>
2nd Quarter:	<input type="text"/>
3rd Quarter:	<input type="text"/>
4th Quarter:	<input type="text"/>

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

2011 APPLICATION FOR INDUSTRIAL TAX ABATEMENT (Page 2)

14. Expected impact on the _____ Independent School District.

[Empty box for response to question 14]

15. Expected benefit to the local economy.

[Empty box for response to question 15]

16. Estimated annual payroll of new employees.

[Empty box for response to question 16]

17. Description of product to be manufactured or distributed.

[Empty box for response to question 17]

18. Expected life of all real property improvements.

[Empty box for response to question 18]

19. Identification of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	
NOISE:	
SOLID WASTE:	
WASTEWATER:	

20. Certification of no materially adverse environmental impact as a result of the improvement and subsequent operations.

[Empty box for response to question 20]

21. Project in compliance with relevant zoning requirements.

[Empty box for response to question 21]

22. Reasonable proof of financial ability.

[Empty box for response to question 22]

23. References from past communities, if applicable.

[Empty box for response to question 23]

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

sign here >

Phone:

Date:

Submitted By	(Please Print)
Name:	
Title:	
Date:	

Received by the County of Navarro	
Name:	
Title:	
Date:	

For assistance in completing this form call the County of Navarro, Texas - 903.654.4806. An Equal Opportunity Employer.

CORPORATION LETTERHEAD

(Date)

Honorable H.M. Davenport, Jr.
County Judge
County of Navarro, Texas
300 West Third Avenue, Suite 102
Corsicana, Texas 75110

Dear Judge Davenport:

The purpose of this correspondence is to provide assurances and certification that the planned \$_____,_____ (insert the total estimated value of the taxable capital investment to be made as presented on line # 11 on the "Application for Industrial Tax Abatement") expansion of (insert Company Name), Navarro County, Texas location will have no materially adverse environmental impact as a result of the improvement and subsequent operations according to existing Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), and County of Navarro, Texas codes, guidelines, and environmental regulations.

Sincerely,

116

CONTRACT AND AGREEMENT FOR THE PROVISION OF SANITATION SERVICES

This Contract and Agreement is made and entered into this 10 day of January, 2011, by and between the City of Angus, Texas (hereinafter referred to as "The City"), and the County of Navarro, by and through the Navarro County Designated Representative (hereinafter referred to as "DR").

WHEREAS, the City of Angus is a home rule/general law city located in Navarro County, Texas, and the City desires to provide on-site sewage facilities (OSSF) services by contracting with Navarro County for the provision of such services; and

WHEREFORE, Navarro County, by and through the Navarro County Designated Representative, and the City agree that Navarro County will provide certain OSSF services for the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. **OBLIGATIONS OF THE CONTRACTOR**

- 1.1 Navarro County, by and through the Navarro County DR, shall inspect the OSSF systems within the City, including but not limited to, performing evaluations and inspections of OSSF systems. Navarro County, by and through the Navarro County DR, shall further comply with all present or future laws pertaining to the inspection and approval of OSSF systems within the State of Texas, including minimum state standards.
- 1.2 Navarro County, by and through the Navarro County DR, shall further enforce reasonable rules and regulations in the conduct of its business, provided that such regulations, including rights and charges, shall be subject to the approval of the City, as provided by the laws of the State of Texas.
- 1.3 Navarro County will provide all necessary equipment and personnel for said OSSF services under the terms of this Contract and Agreement.

849

2. **OBLIGATIONS OF THE CITY**

2.1 The County will conduct all permitting procedures, including the collection of fees.

3. **EXCLUSIVE RIGHTS**

3.1 During the period of this Contract, Navarro County, by and through the Navarro County DR, shall have sole exclusive rights to maintain and supervise the OSSF services of the City.

3.2 In the event that the Navarro County DR, is no longer employed by Navarro County or otherwise resigns or is terminated or is incapable of performing his duties, the City shall have the right to terminate this Agreement in the same manner as provided by Section Six (6.) herein.

4. **DURATION OF THIS CONTRACT**

This Contract shall become effective on January 10, 2011, and will continue in force as set forth and in accordance with Section Six (6.) contained herein.

5. **THE DR's STATUS**

It is agreed by and between the Parties to this Contract that Navarro County shall, as outlined in Section 1.3, furnish all necessary equipment, supplies, materials, and personnel necessary to carry out Navarro County's obligations under the terms of this Contract and in accordance with all applicable federal, state, and local laws. Navarro County will be responsible for maintaining any and all necessary insurance to cover damage to property and any personal injuries, which might result from the performance of the Navarro County DR under the terms of this Contract.

6. **RENEWAL OR TERMINATION**


It is expressly and agreed and understood between the Parties to this Agreement that this Contract will automatically be renewed for an additional year, at the end of each contract year, unless either Party shall give written notice of intent to terminate this Contract and Agreement at least 30 days prior to the annual termination or renewal date. Either Party may unilaterally terminate contract on the annual renewal date if written notice is timely given. This Contract may also be terminated for cause in the event that either materially breaches the terms of this Agreement.

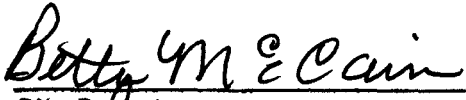
7. **COMPLIANCE WITH LAWS AND REGULATIONS**

Both Parties to this Contract clearly understand and agree that it is the intent of all Parties for the OSSF system of the City to operate fully and completely in compliance with all federal, state, and local laws and regulations concerning waste disposal. Both Parties to this Agreement will use their best efforts to ensure continued compliance with all laws and regulations.

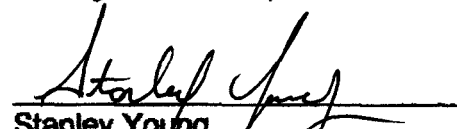
For and in reliance on the promises, covenants and agreements contained in this document, we the Parties to this Agreement executed this document this 10 day of January, 2011.

City of Angus, Texas


Eben Dale Stover
Mayor for Angus

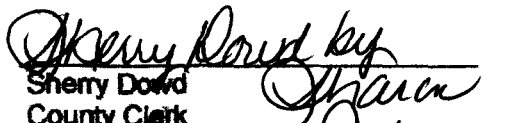

Betty McCain
City Secretary

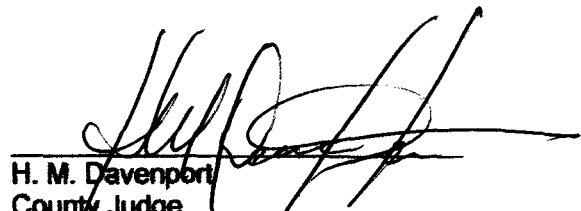
County of Navarro, Texas


Stanley Young
Designated Representative
Navarro County, Texas

Approved as to form and substance this 10 day of January, 2011.

ATTEST:


Sherry Dowd
County Clerk
Navarro County, Texas


H. M. Davenport
County Judge
Navarro County, Texas



#18

AGENDA ITEM NO. 18

Date: January 10, 2011

Subject: Historic Downtown District Reinvestment Tax Credits

Comments: Attached is a listing of the downtown property owners requesting tax abatement based on their 2010 expenditures to maintain and improve their buildings. Navarro County Commissioner's Court Order (Passed, Approved, and Adopted on July 23, 2007) allows for downtown property owners to be reimbursed by the County of Navarro and the City of Corsicana based on their investment relative to their maximum taxation by both the City and the County.

Downtown property owners are eligible to apply for this incentive each year provided they are current with all ad valorem property taxes and have met all the criteria as outlined in the Navarro County Commissioner's Court Order (Passed, Approved, and Adopted on July 23, 2007).

Recommendation: Approve the applications for Reinvestment Tax Credits.

*Approved in
Comm Cst
1-10-11*

**2010
Downtown Reinvestment Tax Credit
Navarro County, Texas**

<i>Property Address</i>	<i>Property Owner</i>	<i>Maximum County Tax Credit</i>
104 North Beaton	Gary Pillans <i>Window repair & painting; total reported \$1,528.63</i>	\$ 355.33
215 North Main	Jim Acker <i>Carpet Installation; total reported \$2,131.52</i>	\$ 256.37
301 North Main	John & Eulesya Miller <i>Roof replacement & ext.paint; total reported \$29,800</i>	\$ 788.32
113 West Collin	Jimmy Hale <i>Interior finish-out; total reported \$3,408</i>	\$ 280.79
122 South 12 th St.	David Taylor <i>Carpet & roof replacement; total reported \$29,740</i>	\$ 683.38
108 West 3 rd Ave.	Peggy Herod <i>Widow repair & roof installation; total reported \$32,266</i>	\$ 154.90
226 N. Commerce	Keith Berry <i>Air conditioning replacement; total reported \$13,523</i>	\$ 262.09
120/122 N. Beaton	Dan & Tabitha Wilkes <i>Air conditioning replacement; total reported \$2,495</i>	\$ 538.49
200 West 7 th Ave.	Wm. G. Johnson Oil Co. <i>Significant indoor/outdoor improvements</i>	\$ 324.93
300 North Main	Teresa Jenkins & Joanna Hunt <i>Roof replacement; total reported \$28,590</i>	\$ 1,117.13
114 West 5 th Ave.	Gary & Cynthia Hayden <i>Window repair and replacement; total reported \$3,700</i>	\$ 371.88
118 S. Beaton	Marsha McKie & Jerry & P.J. Jones <i>Roof replacement: total reported \$3,587.50</i>	\$ 347.31
214 N. Beaton	Rebecca Tomberlin <i>Various repairs & improvements; total reported \$613.92</i>	\$ 318.04
	Total County Tax Credit	\$ 5,798.96

COMMISSIONER'S COURT ORDER NO. _____

AN ORDER OF THE COMMISSIONER'S COURT OF NAVARRO COUNTY, TEXAS CREATING THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT; DESCRIBING THE BOUNDARIES THEREOF; CREATING THE PROVISION FOR A CERTIFICATE OF APPROPRIATENESS; PROVIDING FOR REINVESTMENT TAX ABATEMENTS; PROVIDING FOR THE ENFORCEMENT THEREOF; PROVIDING FOR A SEPARABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION THEREOF.

WHEREAS, Section 211.005 et. sec. of the Texas Local Government Code authorizes the County of Navarro, Texas as follows:

The governing body of a municipality may divide the municipality into districts of a number, shape, and size the governing body considers best for carrying out this subchapter. Within each district, the governing body may regulate the construction, reconstruction, alteration, repair, or use of buildings, other structures, or land.

Section 1. PURPOSE

In order to coincide with City Ordinance No. 2538, adopted on July 3, 2007 by the City Council of the City of Corsicana, Texas, the Navarro County Commissioner's Court (the County) does hereby declare that as a matter of public policy the creation of this Corsicana Downtown Revitalization District (the District) is necessary to encourage economic development, redevelopment, and renovation activity within the boundaries of this District. Furthermore, the County provides for certain tax abatements and provides specific regulations and administrative procedures to promote the continued viability, development, redevelopment, and renovation for all properties located within this District. This act is intended to:

- a. Perpetuate, protect, and enhance the District which represents the integral elements of the City's Downtown significance;
- b. To facilitate overall development, redevelopment, and renovation within the District;
- c. To stabilize and improve property valuations within the District;
- d. To strengthen the economy of the County and to provide support and stimulus to the local economy;
- e. To provide economic assistance to Downtown property owners within the District;
- f. To enhance the County's attractions to tourists and visitors;
- g. To encourage new construction and reconstruction of property located within the District.

Section 2. DESIGNATION OF REVITALIZATION DISTRICT

The boundaries of the Corsicana Downtown Revitalization District (the District) designated henceforth shall be specified in detail and shall be filed in writing in the County Clerk's office for public inspection. A map of the District (EXHIBIT "A") shall be attached to this document.

THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT shall be outlined as follows:

BEGINNING at a point located at the northwest boundary of the District located at the intersection of 2nd Avenue and 12th Street:

Thence commencing eastward and along 2nd Avenue to the Union Pacific Railroad:

Thence south along the Railroad to the Old Cotton Belt Railroad right of way and also being the south property line of the City of Corsicana Visitor's Center:

Thence to the west along the Cotton Belt Railroad to 12th Street:

Thence to the north along 12th Street to the place of Beginning.

A CERTIFIED COPY

ATTEST: 7-10-09

SHERRY DOWD

County Clerk

Navarro County, Texas

By Sherry Dowd

Section 3. CERTIFICATE OF APPROPRIATENESS FOR STRUCTURAL ALTERATIONS OR NEW CONSTRUCTION

The Certificate of Appropriateness (COA) is a voluntary instrument to be submitted by the real property owner to the City of Corsicana (the City) prior to the commencement of structural alterations or new construction that may result in an increase in ad valorem property tax.

Following the submission by the property owner of the application for COA and approval by the City of the COA, the appraised value of the structural alterations or new construction completed shall not be added to the tax roll for a period of five (5) years.

Section 4. CERTIFICATE OF APPROPRIATENESS APPLICATION PROCEDURE

- a. Eligible real property and property owner must be current with all ad valorem property taxes.
- b. Prior to the commencement of any construction, reconstruction, alteration, or repair that may result in an increase in the assessed value for ad valorem tax for the real property for County taxes, the property owner may voluntarily file an application for a Certificate of Appropriateness (COA) with the Planning and Zoning Department for the City of Corsicana, Texas.
- c. The voluntary COA form will request the following information:
 1. Name, address, telephone number(s) of the applicant, detailed description of proposed work;
 2. Location and photographs of the property;
 3. Elevation drawings of the proposed changes;
 4. Sample of materials to be used including paint samples and any materials that differ from existing or original materials;
 5. If the proposal includes signs or lettering, a scaled drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination (if any), and a plan showing the sign's location on the property;
 6. Site plan if modifications are requested; and,
 7. Any other reasonable information that may be required by the City in order to visualize the proposed work.
- d. Following the submission of the application, no building permit shall be issued until the application for a COA has been reviewed and acted upon by the City. The COA shall be in addition to and not in lieu of any other building permit that may be required by any other ordinance of the City of Corsicana.
- e. The property owner may elect to perform the construction, reconstruction, alteration, or repair without filing an application for a COA. However, any and all work performed may result in an increase in the assessed value for ad valorem tax for the real property to become effective during the next appraisal year.
- f. No change shall be made in application of any building permit after issuance of a COA without resubmitting to the City and approval thereof in same manner as provided above
- g. All decisions of the City pertaining to the COA shall be in writing and shall be sent to the applicant (by registered mail) and a copy filed with the City Planning and Zoning Department for public inspection. The City shall state the reasons for denying or modifying any application. If denied, no further obligation shall be upon the property owner under this ordinance in regards to the proposed construction, reconstruction, alteration, or repair. However, all other City ordinances will apply to the property.

A CERTIFIED COPY
 ATTEST 7-10-09
 SHERRY DOWD
 County Clerk
 Navarro County, Texas
 By Sherry Dowd

Section 5. REINVESTMENT TAX ABATEMENTS

Pursuant to the authority granted to the County of Navarro, Texas as reflected in the Texas Property Tax Code and the Texas Local and Government Code, certain real property located within the boundaries of the Corsicana Downtown Revitalization District (the District) described herein, are eligible to receive reinvestment tax abatements upon the terms and conditions hereinafter ordained as follows:

- a. Eligible real property and property owner must be current with all ad valorem property taxes.
- b. Eligible property shall be entitled to reinvestment tax abatement equal to the amount of investment for construction, reconstruction, alteration, or repair completed within a calendar year.
- c. The maximum tax abatement for a project shall not exceed the annual tax liability of the real property. The amount of tax reinvestment abatement per project shall be determined by the City of Corsicana on a case-by-case basis.
- d. The investments eligible shall be investments made for new construction, structural repairs and improvements, electrical repairs and improvements, plumbing repairs and improvements, mechanical repairs and improvements, interior repairs and improvements, and/or exterior improvements or restoration made to the physical structure. Taxes incurred for investment in personal property shall not be eligible for abatement.
- e. Each property owner who desires to apply for tax abatement for reinvestment credit shall apply for said abatement on or before May 1st of the year the tax abatement is to be granted. The tax abatement, if granted, shall be applicable to only one (1) year. Subsequent tax abatements for additional projects must be applied for each year.
- f. In addition to the above requirements, each applicant must submit documentation reflecting the cost and the payment for each eligible investment project such as invoices marked as being paid-in-full from contractors performing the work. Each reinvestment project must be completed within same the calendar year as the year in which the tax abatement is to be granted.
- g. All contemplated projects must be approved by the City of Corsicana. The City of Corsicana will inspect all work performed to make certain that all applicable City ordinances and codes are followed.
- h. The applicant must secure all City permits and must secure periodic inspection of the project to insure proper completion of the project.
- i. Applications will be accepted by the City beginning January 1, 2008.
- j. Corsicana Downtown Revitalization District tax abatements granted by the County will first become effective with the 2008 tax year.

Section 6. SEPARABILITY

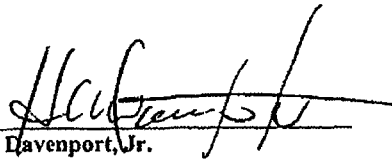
If any section, paragraph, subdivision, clause, phrase, or provision of this Commissioner's Court Order shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Commissioner's Court Order as a whole or any part or provision thereof other than the part so decided to be invalid or unconstitutional.

Section 7. PUBLICATION

This Commissioner's Court Order shall take effect immediately after its passage, approval, and publication as required by law.

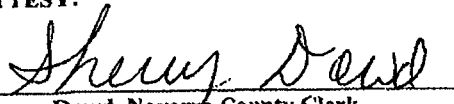
A CERTIFIED COPY
 ATTEST 7-10-09
 SHERRY DOWD
 County Clerk
 Navarro County, Texas
 By Sherry Dowd

PASSED, APPROVED and ADOPTED this 23 day of July, 2007.

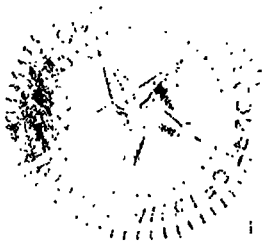


H.M. Davenport, Jr.
Navarro County Judge

ATTEST:



Sherry Dowd, Navarro County Clerk



A CERTIFIED COPY
ATTEST 7-10-09
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

November 10, 2010

CSJ: 0918-18-124
CR 220 at Rush Creek
Navarro County
Bridge Advance Funding Agreement

The Honorable H. M. Davenport
Navarro County Judge
300 West Third Avenue
Corsicana, TX 75110

Dear Judge Davenport,

Please find attached one (1) fully executed Local Transportation Project Advanced Funding Agreement for the above referenced project for your files.

If you have any questions, please contact Kelly Davis at (214) 320-4424.

Sincerely,

Moosa Saghian, P.E.
Director of Contract Administration
Dallas District

KDD
Attachments
cc: Myers
Contracts

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

STATE OF TEXAS §
COUNTY OF TRAVIS §

ORIGINAL

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Navarro acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at CR SE 0220, 2.2 MI FROM CR 379 AT RUSH CREEK and said bridge(s) is included in the currently approved program of work for Off-State System Federal-Aid Bridge Replacement and Rehabilitation as authorized by Texas Transportation Commission Minute Order number 10UTP, dated March 2010; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project (the Project) identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.
5. **Scope of Work**
The scope of work for this LPAFA is the replacement or rehabilitation of the bridge(s) identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this LPAFA and which are incorporated herein by reference.
6. **Right of Way and Real Property**
The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.
7. **Adjustment of Utilities**
The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.
8. **Environmental Assessment and Mitigation**

CSJ #0918-18-124
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0379001
CFDA # _____

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs."
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

- 9. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
- 10. Architectural and Engineering Services will be Provided by the State
The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.
- 11. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
- 12. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
- 13. Local Project Sources and Uses of Funds
 - a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs."
 - b. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
 - c. The Local Government participation is based upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and

CSJ #0918-18-124

District # 18

Code Chart 64 #175

Project: BR

NBI Structure # 181750AA0379001

CFDA # _____

construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.

- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check to the State in the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- k. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- l. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita

CSJ #0918-18-124
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0379001
CFDA # _____

income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 6.4 percent.

- m. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - n. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)
- a. Applicability. If a request for waiver has been received and approved by the State’s District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, “Estimate of Direct Costs”, but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on “other” bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the “other” bridge structures that will be improved by the Local Government shall be defined to be the Equivalent Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
 - b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
 - c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
 - d. Responsibilities of the Local Government on EMP(s)
 - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.

CSJ #0918-18-124
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0379001
CFDA # _____

- (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s). At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
 - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

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, addressed to such party at the following addresses:

State: Texas Department of Transportation
 Attention: District Engineer
 4777 East Highway 80
 Mesquite, Texas 75150-6643

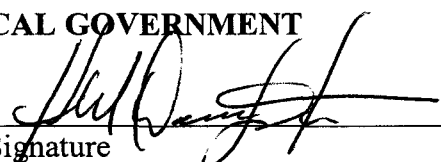
Local Government: Navarro County
 County Judge
 Navarro County Courthouse
 300 West Third Avenue
 Corsicana, Texas 75110

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

- 16. Lobbying Certification. The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.
- 17. Incorporation. The Master Agreement is incorporated into this agreement as if fully set forth herein.
- 18. Local Government Restrictions. In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.
- 19. Debarment Certification. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.
- 20. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: 
Signature

H. M. DAVENTPORT, Jr.
Printed Name of Signatory

Title: NAVARRO Co. Judge

Date: September 7, 2010

CSJ #0918-18-124
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0379001
CFDA # _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: David P. Hohmann
David P. Hohmann, PE
Director, Bridge Division

Date: 11/1/10

866

CSJ #0918-18-124

District # 18

Code Chart 64 #175

Project: BR

NBI Structure # 181750AA0379001

CFDA # _____

ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an “equivalent-match project”; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$161,254 (dollars), hereinafter referred to as the “participation-waived” project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CR SW 3100 3 MI S OF SH 31 AT RICHLAND CREEK TRIB NBI# 181750AA0571001	Yes	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$51,688
CR NW 1250 2.7 MI. N. OF FM 1126 AT CHAMBERS CREEK TRIB NBI# 181750AA0227001	Yes	Replace existing concrete bridge with new concrete bridge or comparable bridge.	\$54,563
CR SE 4250 0.75 MI. EAST OF US 287 AT ALLIGATOR CREEK NBI# 181750AA0405002	Yes	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$52,522

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.

- 5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
- 6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 14 day of June by the Navarro County Commissioners Court.

By: [Signature]
 H.M. Davenport
 County Judge

By: [Signature]
 Kit Herrington
 Commissioner, Precinct 1

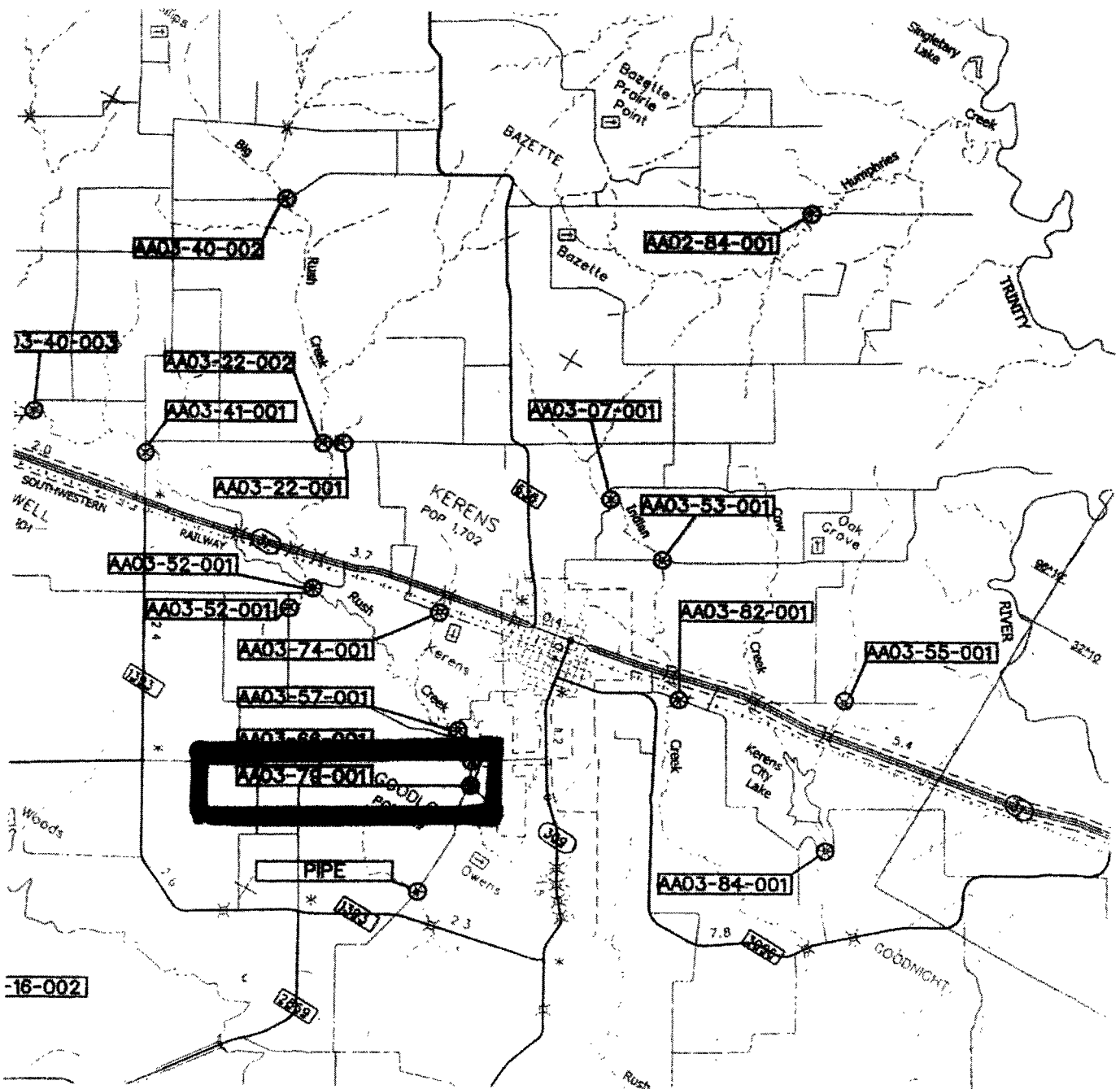
By: [Signature]
 Faith Holt
 Commissioner, Precinct 2

By: [Signature]
 James Olsen
 Commissioner, Precinct 4

By: [Signature]
 Butch Warren
 Commissioner, Precinct 3

CSJ #0918-18-~~964~~ 12 +
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0379001
CFDA # _____

ATTACHMENT B PROJECT LOCATION MAP



CSJ #0918-18-124
 District # 18
 Code Chart 64 #175
 Project: BR
 NBI Structure # 181750AA0379001
 CFDA # _____

ATTACHMENT C (See Note)**

**LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT MATCH PROJECT(S) (EMP)**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR SW 3100 3 MI S OF SH 31 AT RICHLAND CREEK TRIB NBI# 181750AA0571001	Yes	No	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$51,688
CR NW 1250 2.7 MI. N. OF FM 1126 AT CHAMBERS CREEK TRIB NBI# 181750AA0227001	Yes	No	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$54,563
CR SE 4250 0.75 MI. EAST OF US 287 AT ALLIGATOR CREEK NBI# 181750AA0405002	Yes	No	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$52,522
Total				\$158,744 73
EMP work credited to this PWP (See Note *)				\$41,304
Balance of EMP work available to associated PWP(s)				\$117,440 469
Associated PWP(s) Control-Section-Job (CSJ)			Amount to be Credited to Associated PWP (s)	
0918-18-121, CR SE 0210, 3.0 MI. FROM BEG. SE 0210 AT RUSH CREEK			\$22,121	
0918-18-122, CR SW 2210, 0.7 MI. NW OF SH 14, AT LITTLE PIN OAK CREEK TRIBUTARY			\$38,385	
0918-18-123, CR NE 0070, 3.5 MILE E OF IH 45 AT CHAMBERS CREEK			\$56,904	

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note **: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ #0918-18-124
 District # 18
 Code Chart 64 #175
 Project: BR
 NBI Structure # 181750AA0379001
 CFDA # _____

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$85,000</u>	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		<u>(3) \$5,440</u>
Construction	<u>\$466,980</u>	
Engineering and Contingency (E&C)	<u>\$93,396</u>	
The Sum of Construction and E&C	<u>(2) \$560,376</u>	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		<u>(4) \$35,864</u>
Amount of Advance Funds Paid by Local Government *		<u>(5) \$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>(6) \$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>(3+4-5-6) \$41,304</u>
Total Project Direct Cost	<u>(1+2) \$645,376</u>	
* Credited Against Local Government Participation Amount		
If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.		<u>\$41,304</u>



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

November 9, 2010

CSJ: 0918-18-121
CR 210 at Rush Creek
Navarro County
Bridge Advance Funding Agreement

The Honorable H. M. Davenport
Navarro County Judge
300 West Third Avenue
Corsicana, TX 75110

Dear Judge Davenport,

Please find attached one (1) fully executed Local Transportation Project Advanced Funding Agreement for the above referenced project for your files.

If you have any questions, please contact Kelly Davis at (214) 320-4424.

Sincerely,

Moosa Saghian, P.E.
Director of Contract Administration
Dallas District

KDD
Attachments
cc: Myers
Contracts

CSJ #0918-18-121
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0366001
CFDA # _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

ORIGINAL

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Navarro acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at CR SE 0210, 3.0 MI. FROM BEG. SE 0210 AT RUSH CREEK and said bridge(s) is included in the currently approved program of work for Off-State System Federal-Aid Bridge Replacement and Rehabilitation as authorized by Texas Transportation Commission Minute Order number 10UTP, dated March 2010; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project (the Project) identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.
5. **Scope of Work**
The scope of work for this LPAFA is the replacement or rehabilitation of the bridge(s) identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this LPAFA and which are incorporated herein by reference.
6. **Right of Way and Real Property**
The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.
7. **Adjustment of Utilities**
The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.
8. **Environmental Assessment and Mitigation**

CSJ #0918-18-121
 District # 18
 Code Chart 64 #175
 Project: BR
 NBI Structure # 181750AA0366001
 CFDA # _____

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs."
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
10. Architectural and Engineering Services will be Provided by the State
 The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.
11. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
12. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
13. Local Project Sources and Uses of Funds
 - a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs."
 - b. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
 - c. The Local Government participation is based upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and

CSJ #0918-18-121
 District # 18
 Code Chart 64 #175
 Project: BR
 NBI Structure # 181750AA0366001
 CFDA # _____

construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.

- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check to the State in the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- k. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- l. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita

CSJ #0918-18-121
 District # 18
 Code Chart 64 #175
 Project: BR
 NBI Structure # 181750AA0366001
 CFDA # _____

income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 6.4 percent.

- m. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - n. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)
- a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
 - b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
 - c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
 - d. Responsibilities of the Local Government on EMP(s)
 - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.

CSJ #0918-18-121

District # 18

Code Chart 64 #175

Project: BR

NBI Structure # 181750AA0366001

CFDA # _____

- (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s). At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
- (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

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, addressed to such party at the following addresses:

State: Texas Department of Transportation
 Attention: District Engineer
 4777 East Highway 80
 Mesquite, Texas 75150-6643

Local Government: Navarro County
 County Judge
 Navarro County Courthouse
 300 West Third Avenue
 Corsicana, Texas 75110

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

CSJ #0918-18-121
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0366001
CFDA # _____

- 16. Lobbying Certification. The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.
- 17. Incorporation. The Master Agreement is incorporated into this agreement as if fully set forth herein.
- 18. Local Government Restrictions. In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.
- 19. Debarment Certification. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.
- 20. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: 
Signature

H. M. DAVENTON, Jr.
Printed Name of Signatory

Title: NAVARRO Co. Judge

Date: September 7, 2010

CSJ #0918-18-121
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0366001
CFDA # _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: David P. Hohmann
David P. Hohmann, PE
Director, Bridge Division

Date: 11/1/10

CSJ #0918-18-121
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0366001
CFDA # _____

ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT



NAVARRO COUNTY COMMISSIONERS' OFFICE

Kit Herrington - Precinct 1
Faith Holt - Precinct 2
David "Butch" Warren - Precinct 3
James Olsen - Precinct 4

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

Julie Forguson
Administrative Coordinator

Phone: (903) 654-3030

Fax: (903) 874-6053

RESOLUTION

The State of Texas
County of Navarro

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Rush Creek, on CRSE 0210, National Bridge Inventory (NBI) Structure Number 181750AA0366001, Local Designation Number AA366-001; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Little Pin Oak Creek Tributary, on CRSW 2210, National Bridge Inventory (NBI) Structure Number 181750AA0518002, Local Designation Number AA518-002; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Chambers Creek, on CRNE 0070, National Bridge Inventory (NBI) Structure Number 181750AA0317002, Local Designation Number AA317-002; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Rush Creek, on CRSE 0220, National Bridge Inventory (NBI) Structure Number 181750AA0379001, Local Designation Number AA379-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 10UTP dated March 2010. Control-Section-Job (CSJ) Number 0918-18-943, 0918-18-950, 0918-18-963 and 0918-18-964; and
121 122 123
124

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other

deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an “equivalent-match project”; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$161,254 (dollars), hereinafter referred to as the “participation-waived” project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CR SW 3100 3 MI S OF SH 31 AT RICHLAND CREEK TRIB NBI# 181750AA0571001	Yes	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$51,688
CR NW 1250 2.7 MI. N. OF FM 1126 AT CHAMBERS CREEK TRIB NBI# 181750AA0227001	Yes	Replace existing concrete bridge with new concrete bridge or comparable bridge.	\$54,563
CR SE 4250 0.75 MI. EAST OF US 287 AT ALLIGATOR CREEK NBI# 181750AA0405002	Yes	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$52,522

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.

- 5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
- 6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 14 day of June by the Navarro County Commissioners Court.

By: [Signature]
 H.M. Davenport
 County Judge

By: [Signature]
 Kit Herrington
 Commissioner, Precinct 1

By: [Signature]
 Faith Holt
 Commissioner, Precinct 2

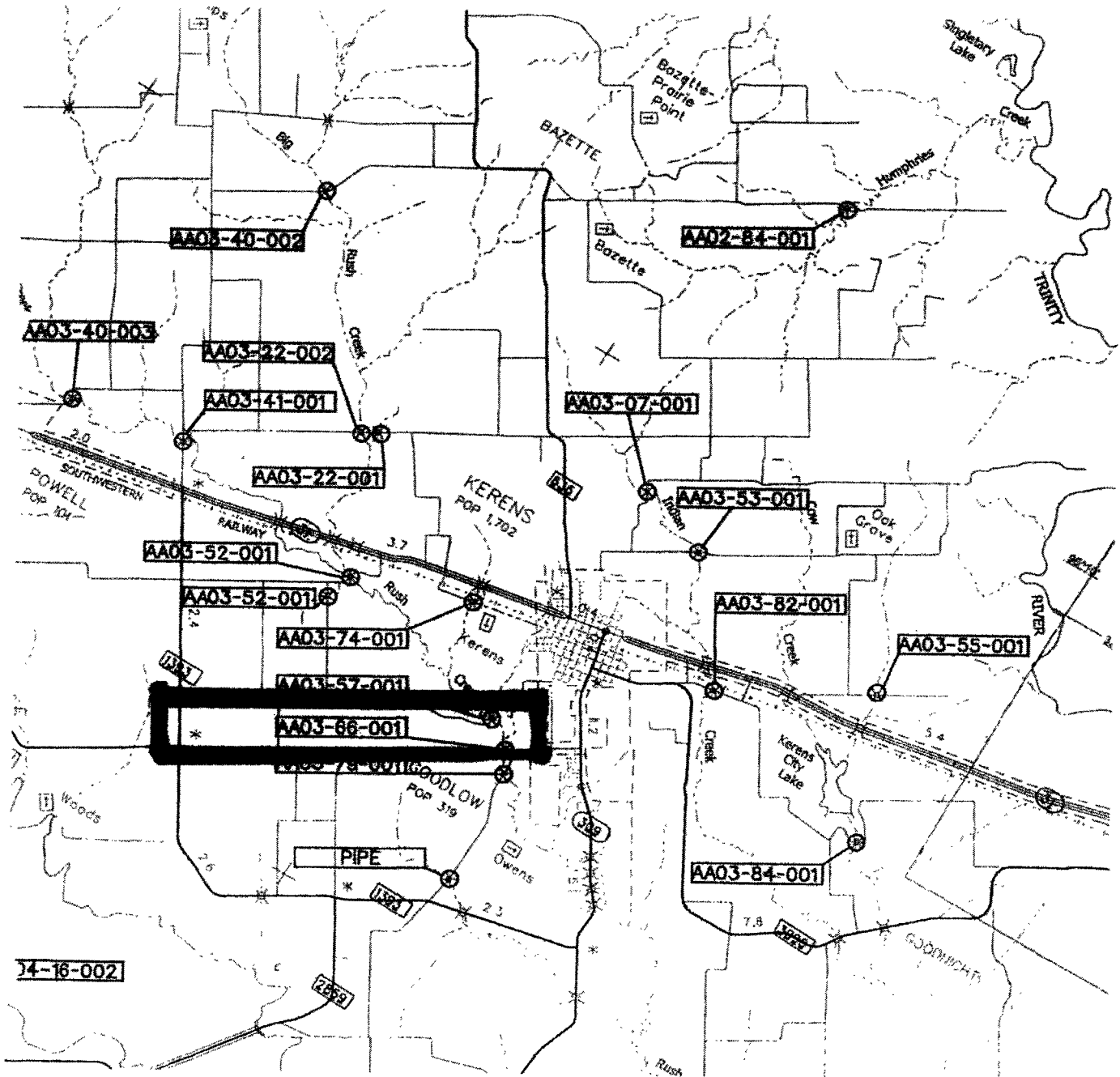
By: [Signature]
 James Olsen
 Commissioner, Precinct 4

By: [Signature]
 Butch Warren
 Commissioner, Precinct 3

CSJ #0918-18-~~943~~121
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0366001
CFDA # _____

ATTACHMENT B

PROJECT LOCATION MAP



CSJ #0918-18-121
 District # 18
 Code Chart 64 #175
 Project: BR
 NBI Structure # 181750AA0366001
 CFDA # _____

ATTACHMENT C (See Note)**

**LIST OF DISTRICT ENGINEER APPROVED
 EQUIVALENT MATCH PROJECT(S) (EMP)**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR SW 3100 3 MI S OF SH 31 AT RICHLAND CREEK TRIB NBI# 181750AA0571001	Yes	No	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$51,688
CR NW 1250 2.7 MI. N. OF FM 1126 AT CHAMBERS CREEK TRIB NBI# 181750AA0227001	Yes	No	Replace existing concrete bridge with new concrete bridge or comparable bridge.	\$54,563
CR SE 4250 0.75 MI. EAST OF US 287 AT ALLIGATOR CREEK NBI# 181750AA0405002	Yes	No	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$52,522
Total				\$158,774 ³
EMP work credited to this PWP (See Note *)				\$22,121
Balance of EMP work available to associated PWP(s)				\$136,653 ²
Associated PWP(s) Control-Section-Job (CSJ)		Amount to be Credited to Associated PWP (s)		
0918-18-122, CR SW 2210, 0.7 MI. NW OF SH 14, AT LITTLE PIN OAK CREEK TRIBUTARY		\$38,385 /		
0918-18-123 CRNE 0070, 3.5 MILE E OF IH 45 AT CHAMBERS CREEK		\$56,964 /		
0918-18-124 CR SE 0220, 0.3 MI. SOUTH OF 2.2 MI FROM CR 379 AT RUSH CREEK		\$41,304 /		

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note **: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ #0918-18-121
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0366001
CFDA # _____

ATTACHMENT D
ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$85,000	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		(3) \$5,440
Construction	\$217,200	
Engineering and Contingency (E&C)	\$43,440	
The Sum of Construction and E&C	(2) \$260,640	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$16,681
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$22,121 ✓
Total Project Direct Cost	(1+2) \$345,640 ✓	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.

\$22,121



Texas Department of Transportation

P.O. BOX 133067 • DALLAS, TEXAS 75313-3067 • (214) 320-6100

November 9, 2010

CSJ: 0918-18-123
CR 70 at Chambers Creek
Navarro County
Bridge Advance Funding Agreement

The Honorable H. M. Davenport
Navarro County Judge
300 West Third Avenue
Corsicana, TX 75110

Dear Judge Davenport,

Please find attached one (1) fully executed Local Transportation Project Advanced Funding Agreement for the above referenced project for your files.

If you have any questions, please contact Kelly Davis at (214) 320-4424.

Sincerely,

Moosa Saghian, P.E.
Director of Contract Administration
Dallas District

KDD
Attachments
cc: Myers
Contracts

CSJ #0918-18-123
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0317002
CFDA # _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

ORIGINAL

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System**

THIS Local Project Advance Funding Agreement (the LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Navarro acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at CRNE 0070, 3.5 MILE E OF IH 45 AT CHAMBERS CREEK and said bridge(s) is included in the currently approved program of work for Off-State System Federal-Aid Bridge Replacement and Rehabilitation as authorized by Texas Transportation Commission Minute Order number 10UTP, dated March 2010; and

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project (the Project) identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

CSJ #0918-18-123
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0317002
CFDA # _____

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Remedies for defaults under this LPAFA shall be made as described in the Master Agreement, without exception.
5. **Scope of Work**
The scope of work for this LPAFA is the replacement or rehabilitation of the bridge(s) identified in the recitals of this LPAFA. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this LPAFA and which are incorporated herein by reference.
6. **Right of Way and Real Property**
The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.
7. **Adjustment of Utilities**
The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.
8. **Environmental Assessment and Mitigation**

CSJ #0918-18-123
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0317002
CFDA # _____

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs."
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. The Local Government does not need to provide certifications to the State concerning this matter.

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

- 9. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
- 10. Architectural and Engineering Services will be Provided by the State
The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.
- 11. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
- 12. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
- 13. Local Project Sources and Uses of Funds
 - a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs."
 - b. A source of funds estimate is also provided in Attachment D. Attachment D shows the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
 - c. The Local Government participation is based upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and

CSJ #0918-18-123

District # 18

Code Chart 64 #175

Project: BR

NBI Structure # 181750AA0317002

CFDA # _____

construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.

- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check to the State in the amount specified in Attachment D as the local contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- k. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- l. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita

CSJ #0918-18-123

District # 18

Code Chart 64 #175

Project: BR

NBI Structure # 181750AA0317002

CFDA # _____

income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to 6.4 percent.

- m. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - n. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)
- a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
 - b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
 - c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
 - d. Responsibilities of the Local Government on EMP(s)
 - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
 - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP.

CSJ #0918-18-123

District # 18

Code Chart 64 #175

Project: BR

NBI Structure # 181750AA0317002

CFDA # _____

- (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s). At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
- (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. Notices

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, addressed to such party at the following addresses:

State: Texas Department of Transportation
 Attention: District Engineer
 4777 East Highway 80
 Mesquite, Texas 75150-6643

Local Government: Navarro County
 County Judge
 Navarro County Courthouse
 300 West Third Avenue
 Corsicana, Texas 75110

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

- 16. Lobbying Certification. The parties to this LPAFA reaffirm that no federal funds were used to lobby for Project funds, but that if any lobbying occurred, it has been reported to the State, pursuant to the requirements of the Master Agreement.
- 17. Incorporation. The Master Agreement is incorporated into this agreement as if fully set forth herein.
- 18. Local Government Restrictions. In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.
- 19. Debarment Certification. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.
- 20. Signatory Warranty. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: 
Signature

H. M. DAVENTPORT, Jr.
Printed Name of Signatory

Title: NAVARRO Co. Judge

Date: September 7, 2010

897

CSJ #0918-18-123
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0317002
CFDA # _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: David P. Hohmann
David P. Hohmann, PE
Director, Bridge Division

Date: 11/1/10

898

CSJ #0918-18-123

District # 18

Code Chart 64 #175

Project: BR

NBI Structure # 181750AA0317002

CFDA # _____

ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT



NAVARRO COUNTY COMMISSIONERS' OFFICE

Kit Herrington - Precinct 1
Faith Holt - Precinct 2
David "Butch" Warren - Precinct 3
James Olsen - Precinct 4

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

Julie Forgyson
Administrative Coordinator

Phone: (903) 654-3030

Fax: (903) 874-6053

RESOLUTION

The State of Texas
County of Navarro

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Rush Creek, on CRSE 0210, National Bridge Inventory (NBI) Structure Number 181750AA0366001, Local Designation Number AA366-001; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Little Pin Oak Creek Tributary, on CRSW 2210, National Bridge Inventory (NBI) Structure Number 181750AA0518002, Local Designation Number AA518-002; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Chambers Creek, on CRNE 0070, National Bridge Inventory (NBI) Structure Number 181750AA0317002, Local Designation Number AA317-002; and

WHEREAS, Navarro County, hereinafter referred to as the Local Government owns a bridge located at Rush Creek, on CRSE 0220, National Bridge Inventory (NBI) Structure Number 181750AA0379001, Local Designation Number AA379-001; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 10UTP dated March 2010. Control-Section-Job (CSJ) Number 0918-18-~~943~~, 0918-18-~~950~~, 0918-18-~~963~~ and 0918-18-~~964~~; and
121 122 123
124

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d) (43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other

deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$161,254 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform, or cause to be performed, the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
CR SW 3100 3 MI S OF SH 31 AT RICHLAND CREEK TRIB NBI# 181750AA0571001	Yes	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$51,688
CR NW 1250 2.7 MI. N. OF FM 1126 AT CHAMBERS CREEK TRIB NBI# 181750AA0227001	Yes	Replace existing concrete bridge with new concrete bridge or comparable bridge.	\$54,563
CR SE 4250 0.75 MI. EAST OF US 287 AT ALLIGATOR CREEK NBI# 181750AA0405002	Yes	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$52,522

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.

- 5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
- 6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

Passed and approved on this the 14 day of June by the Navarro County Commissioners Court.

By: [Signature]
 H.M. Davenport
 County Judge

By: [Signature]
 Kit Herrington
 Commissioner, Precinct 1

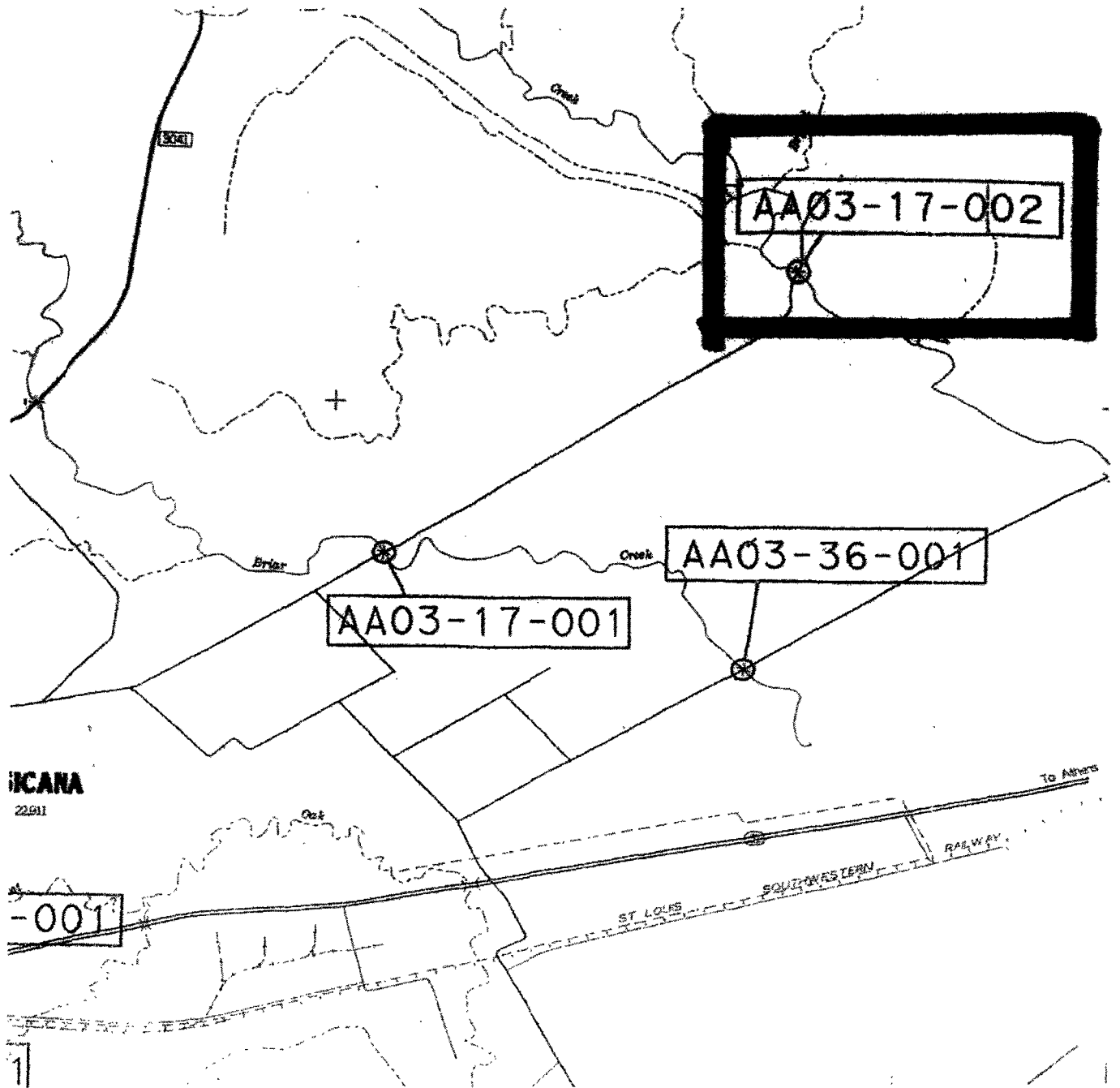
By: [Signature]
 Faith Holt
 Commissioner, Precinct 2

By: [Signature]
 James Olsen
 Commissioner, Precinct 4

By: [Signature]
 Butch Warren
 Commissioner, Precinct 3

CSJ #0918-18-~~963~~ 123
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0317002
CFDA # _____

ATTACHMENT B
PROJECT LOCATION MAP



ICANA
22911

CSJ #0918-18-123
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0317002
CFDA # _____

ATTACHMENT C (See Note)**

**LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT MATCH PROJECT(S) (EMP)**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
CR SW 3100 3 MI S OF SH 31 AT RICHLAND CREEK TRIB NBI# 181750AA0571001	Yes	No	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$51,688
CR NW 1250 2.7 MI. N. OF FM 1126 AT CHAMBERS CREEK TRIB NBI# 181750AA0227001	Yes	No	Replace existing concrete bridge with new concrete bridge or comparable bridge.	\$54,563
CR SE 4250 0.75 MI. EAST OF US 287 AT ALLIGATOR CREEK NBI# 181750AA0405002	Yes	No	Replace existing wooden bridge with new concrete bridge or comparable bridge.	\$52,522
Total				\$158,744 73
EMP work credited to this PWP (See Note *)				\$56,964
Balance of EMP work available to associated PWP(s)				\$101,780 809
Associated PWP(s) Control-Section-Job (CSJ)			Amount to be Credited to Associated PWP (s)	
0918-18-121, CR SE 0210, 3.0 MI. FROM BEG. SE 0210 AT RUSH CREEK			\$21,121	
0918-18-122, CR SW 2210, 0.7 MI. NW OF SH 14, AT LITTLE PIN OAK CREEK TRIBUTARY			\$38,385	
0918-18-124, CR SE 0220, 2.2 MI FROM CR 379 AT RUSH CREEK			\$41,304	

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

904

CSJ #0918-18-123
District # 18
Code Chart 64 #175
Project: BR
NBI Structure # 181750AA0317002
CFDA # _____

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$85,000	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation		(3) \$5,440 /
Construction	<u>\$670,882</u>	
Engineering and Contingency (E&C)	<u>\$134,176</u>	
The Sum of Construction and E&C	(2) \$805,058	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation		(4) \$51,524 /
Amount of Advance Funds Paid by Local Government *		(5) \$0
Amount of Advance Funds to be Paid by Local Government *		(6) \$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) \$56,964 /
Total Project Direct Cost	(1+2) \$890,058 /	
* Credited Against Local Government Participation Amount		
If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C.		\$56,964 /

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is made as of the 3 day of January, 2011 (the "Effective Date"), by and between Navarro Hospital, L.P. d/b/a Navarro Regional Hospital ("Business Associate") and Navarro County ("Covered Entity") (collectively the "Parties") to comply with Privacy Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("the Privacy Rule"), the Security Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), the Breach Notification Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. part 164, subpart D ("the Breach Notification Rule"), and any applicable state confidentiality laws.

RECITALS

WHEREAS, Covered Entity and Business Associate entered into an Agreement dated September 13, 2010, (the "Agreement"), under which Business Associate and Covered Entity agreed to affiliate for purposes of participating in the Medicaid supplemental payment program;

WHEREAS, in connection with the Agreement, Covered Entity may disclose to Business Associate certain Protected Health Information ("PHI") that is subject to protection under the Privacy Rule; and

WHEREAS, the Privacy Rule and the Security Rule require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions.

1. Unless otherwise provided, all capitalized terms in the Agreement will have the same meaning as provided under the Privacy Standards, the Security Standards and the Breach Notification Regulations.
2. Protected Health Information or PHI: Protected Health Information or PHI, as defined by the Privacy Standards, for this Agreement means PHI that is received or created on behalf of Covered Entity by Business Associate.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the Agreement, Covered Entity may disclose PHI to Business Associate incidentally during the performance of service and support activities.

C. Obligations of Business Associate.

1. Compliance with Laws. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the Privacy Rule, Security Rule and Breach Notification Rule that are applicable to Business Associate, and with the requirements of Title XIII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954 and any regulations issued by the Department of Health and Human Services (HHS) to implement the HITECH Act, as of the date by which Business Associate is required to comply with such referenced statutes and regulations.

2. Use and Disclosure of PHI. Business Associate shall use or disclose PHI only as necessary to meet its obligations under the Agreement or as required by law, and shall not use or disclose PHI in a manner that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities, in which case Business Associate shall:
 - (a) provide information to members of its Workforce using or disclosing PHI regarding the confidentiality requirements of the Privacy Rule and this Addendum;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will immediately, upon discovery, notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Addendum or for a purpose not expressly permitted by the HIPAA Rules within five (5) days of discovery.

3. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the Privacy Rule.

4. De-identified Information. Business Associate may use and disclose De-identified Health Information if (i) such use or disclosure is disclosed to and

permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 C.F.R. §164.502(d), and the De-identified Health Information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b)

5. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Addendum or as required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

6. Minimum Necessary. Business Associate shall limit its uses and disclosures of PHI to the "Minimum Necessary," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

7. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Addendum. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law.

Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Addendum.

8. Individual Rights. Business Associate agrees as follows:

(a) Individual Right to Copy or Inspection. If an Individual makes a request for access directly to Business Associate, Business Associate will within 5 business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Only Covered Entity will release PHI to an Individual pursuant to such a request.

(b) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's

request for Accounting of Disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI. If an Individual requests an Accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within 5 business days of Business Associate's receipt of the Individual's request. Covered Entity will be responsible for preparing and delivering the Accounting to the Individual. Business Associate will not provide an Accounting of its Disclosures directly to any Individual.

9. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity, to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Addendum is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Security Incident. Business Associate agrees to report to the Covered Entity any Security Incident of which Business Associate becomes aware.

- (a) Attempted incidents, i.e., those incidents that are unsuccessful, shall be reported to the Covered Entity within 30 days of the Covered Entity's written request. The Covered Entity will not make such a request more frequently than quarterly.
- (b) Successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operation shall be reported to the Covered Entity immediately.

12. Breaches of Unsecured PHI: Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, within 5 business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach

Notification Regulations. Business Associate will reimburse Covered Entity for any reasonable expenses Covered Entity incurs in notifying Individuals of a Breach caused by Business Associate or Business Associate's subcontractors or agents, and for reasonable expenses Covered Entity incurs in mitigating harm to those Individuals.

C. Term and Termination.

- 1. Term. This Addendum shall be effective as of the Effective Date and shall be terminated concurrently with the termination of the Agreement, or as otherwise provided in this Addendum.
- 2. Termination for Breach. Covered Entity may terminate the Agreement upon written notice to Business Associate if Covered Entity determines that the Business Associate or its subcontractors or agents has breached a material term of this Addendum. Covered Entity will provide Business Associate with written notice of the breach of this Agreement and afford Business Associate the opportunity to cure the breach to the satisfaction of Covered Entity within 30 days of the date of such notice. If Business Associate or its subcontractors or agents fail to timely cure the breach, as determined by Covered Entity in its sole discretion, Covered Entity may terminate the Agreement. Covered Entity may, at its option, access and audit the records of Business Associate related to its use and disclosure of PHI, require Business Associate to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is necessary to ensure compliance with this Addendum
- 3. Effect of Termination. Upon termination of this Addendum for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Addendum to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

D. Miscellaneous.

- 1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, costs related to mitigation and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Addendum. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

The foregoing indemnification obligation is conditioned on Business Associate having sole control over the defense and settlement of any claim that is subject to indemnification under this Agreement, provided that Covered Entity has approved in writing in advance, which shall not be unreasonably denied, (a) the counsel selected by Business Associate to defend such claim and (b) the settlement of any such claim.

Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Addendum, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

- 2. Mitigation. If Business Associate violates this Addendum or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
- 3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
- 4. Survival. The respective rights and obligations of Business Associate under Section D of this Addendum shall survive the termination of this Addendum.
- 5. Notices. Any notices pertaining to this Addendum shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Navarro County
300 W. 3rd Avenue
Corsicana, Texas 75110
Attn: H.M. Davenport, Jr., County Judge

If to Business Associate:

Navarro Regional Hospital
3201 W. Highway 22
Corsicana, Texas 75110

Attn: Xavier Villarreal, Chief Executive Officer

6. Amendments. This Addendum may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Addendum from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Addendum and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Addendum is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Addendum without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Addendum. Nothing in this Addendum shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Addendum may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or

unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

- 13. No Third Party Beneficiaries. Nothing in this Addendum shall be considered or construed as conferring any right or benefit on a person not party to this Addendum nor imposing any obligations on either Party hereto to persons not a party to this Addendum.
- 14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Addendum are inserted for convenience only, do not constitute a part of this Addendum and shall not affect in any way the meaning or interpretation of this Addendum.
- 15. Entire Addendum. This Addendum, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Addendum is in effect, constitutes the entire Addendum between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, Addendums, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Addendum in any provisions of the Exhibits, Riders, or amendments, the provisions of this Addendum shall control.
- 16. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Addendum shall prevail over the provisions of any other Addendum that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Addendum or the HIPAA Rules.
- 17. Regulatory References. A citation in this Addendum to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.
- 18. Record Retention. Business Associate agrees to maintain the PHI in accordance with the same requirements applicable to Covered Entity.

Agreed to:

BUSINESS ASSOCIATE

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

COVERED ENTITY
By: [Signature]
(Authorized Signature)

Name: H. M. Davenport
(Type or Print)

Title: County Judge

Date: 1-4-11

Addendum shall prevail over the provisions of any other Addendum that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Addendum or the HIPAA Rules.

- 17. Regulatory References. A citation in this Addendum to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.
- 18. Record Retention. Business Associate agrees to maintain the PHI in accordance with the same requirements applicable to Covered Entity.

Agreed to:

BUSINESS ASSOCIATE

By: *Xavier Villarreal*
(Authorized Signature)

Name: XAVIER VILLARREAL
(Type or Print)

Title: CEO

Date: January 3, 2011

COVERED ENTITY

By: *H.M. Davenport, Jr.*
(Authorized Signature)

Name: H.M. DAVENPORT, Jr.
(Type or Print)

Title: County Judge of Navarro Co.

Date: 1-10-11

915

FILED FOR RECORD
AT 3:40 O'CLOCK P M.

JAN 07 2011

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY [Signature] DEPUTY

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

TOTAL PAGES INCLUDING COVER SHEET 5

#28 A

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

916

NAVARRO COUNTY									
NAVARRO COUNTY									LEVY
CURRENT	3,105,285.74		17.65	3,105,303.39		104.46	3,105,198.93		16,028,200.24
DELINQUENT	30,014.41		6,538.30	36,552.71			36,552.71	5,932.98	%
TOTAL	3,135,300.15	-	6,555.95	3,141,856.10	-	104.46	3,141,751.64	5,932.98	19.37%
NAVARRO COLLEGE									
CURRENT	608,110.95			608,110.95	22,885.50	19.83	585,205.62		3,112,064.50
DELINQUENT	5,925.31	-	1,324.07	7,249.38			7,249.38	1,171.52	%
TOTAL	614,036.26	-	1,324.07	615,360.33	22,885.50	19.83	592,455.00	1,171.52	19.54%
CITY OF RICE									
CURRENT	24,269.43	-		24,269.43	121.26	0.36	24,147.81		123,433.71
DELINQUENT	25.98		14.59	40.57	3.78		36.79	8.12	%
TOTAL	24,295.41	-	14.59	24,310.00	125.04	0.36	24,184.60	8.12	19.66%
CITY OF KERENS									
CURRENT	27,887.28	288.66		27,598.62	521.50	0.53	27,076.59		246,776.37
DELINQUENT	118.26	-	43.31	161.57			161.57	32.32	%
TOTAL	28,005.54	288.66	43.31	27,760.19	521.50	0.053	27,238.16	32.32	11.30%
CITY OF CORSICANA									
CURRENT	1,514,444.98	-		1,514,444.98	6,422.50	95.29	1,507,927.19		7,665,883.64
DELINQUENT	16,276.07	-	3,087.18	19,363.25			19,363.25	2,599.55	%
TOTAL	1,530,721.05	-	3,087.18	1,533,808.23	6,422.50	95.29	1,527,290.44	2,599.55	19.76%

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

CITY OF BARRY									LEVY
CURRENT	3,132.70			3,132.70	73.50		3,059.20		15,240.75
DELINQUENT				-			-		%
TOTAL	3,132.70	-	-	3,132.70	73.50		3,059.20	-	20.55%
CITY OF EMHOUSE									LEVY
CURRENT	699.34	-		699.34	74.50		624.84		8,654.36
DELINQUENT	23.51		5.42	28.93			28.93	5.78	%
TOTAL	722.85	-	5.42	728.27	74.50		653.77	5.78	8.08%
CITY OF RICHLAND									LEVY
CURRENT	2,121.64	-		2,121.64			2,121.64		15,107.71
DELINQUENT	176.33		44.11	220.44	166.00	0.23	54.21	44.08	%
TOTAL	2,297.97	-	44.11	2,342.08	166.00	0.23	2,175.85	44.08	14.04%
CITY OF GOODLOW									LEVY
CURRENT	297.61	-		297.61	1.48		296.13		3,397.15
DELINQUENT	51.51		30.71	82.22	7.93		74.29	16.44	%
TOTAL	349.12	-	30.71	379.83	9.41		370.42	16.44	8.76%
CITY OF FROST									LEVY
CURRENT	6,199.25	62.07		6,137.18	30.65	0.07	6,106.46		72,102.15
DELINQUENT	50.56		12.50	63.06	3.39		59.67	12.63	%
TOTAL	6,249.81	62.07	12.50	6,200.24	34.04	0.07	6,166.13	12.63	8.60%
CITY OF DAWSON									LEVY
CURRENT	10,296.86			10,296.86	314.50		9,982.36		72,213.76
DELINQUENT	98.97		38.93	137.90			137.90	26.38	%
TOTAL	10,395.83	-	38.93	10,434.76	314.50		10,120.26	26.38	14.26%

TOTAL TAX REPORT - DECEMBER 2010.xls

Prepared by Gail Smith
Navarro County Tax Office

917

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

CITY-BLOOMING GROVE									LEVY
CURRENT	19,367.18			19,367.18	284.50		19,082.68		97,259.71
DELINQUENT	368.21		77.54	445.75			445.75	62.37	%
TOTAL	19,735.39	-	77.54	19,812.93	284.50		19,528.43	62.37	19.91%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	19,202.55	-		19,202.55	95.98	0.19	19,106.38		114,680.02
DELINQUENT	65.30	-	18.49	83.79	4.95		78.84	16.78	%
TOTAL	19,267.85	-	18.49	19,286.34	100.93	0.19	19,185.22	16.78	16.74%
BLOOMING GROVE ISD									LEVY
CURRENT	271,747.63			271,747.63	2,338.50	0.07	269,409.06		1,394,181.10
DELINQUENT	7,253.83		1,935.78	9,189.61			9,189.61	1,823.80	%
TOTAL	279,001.46	-	1,935.78	280,937.24	2,338.50	0.07	278,598.67	1,823.80	19.49%
DAWSON ISD									LEVY
CURRENT	164,903.36			164,903.36	1,996.50		162,906.86		1,216,769.52
DELINQUENT	1,499.61		384.03	1,883.64			1,883.64	376.70	%
TOTAL	166,402.97	-	384.03	166,787.00	1,996.50		164,790.50	376.70	13.55%
RICE ISD									LEVY
CURRENT	287,979.56			287,979.56	1,464.50	1.10	286,513.96		1,386,822.76
DELINQUENT	2,273.71		563.30	2,837.01			2,837.01	567.38	%
TOTAL	290,253.27	-	563.30	290,816.57	1,464.50	1.10	289,350.97	567.38	20.77%
GRAND TOTAL	6,130,167.63	350.73	14,135.91	6,143,952.81	36,811.42	222.13	6,106,919.26	12,696.83	

MEMO:

TOTAL COLLECTED 6,156,649.64

ROLLBACK TAXES _____

TAX CERTIFICATES 650.00

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>42.48%</u>	GOODLOW	<u>36.73%</u>
COLLEGE	<u>43.09%</u>	FROST	<u>48.12%</u>
RICE	<u>49.84%</u>	CITY-DAWSON	<u>38.65%</u>
KERENS	<u>55.61%</u>	CITY-BL GROVE	<u>49.06%</u>
CORSICANA	<u>39.45%</u>	NC ESD #1	<u>45.67%</u>
BARRY	<u>51.46%</u>	B G ISD	<u>43.04%</u>
EMHOUSE	<u>29.39%</u>	DAWSON ISD	<u>48.72%</u>
RICHLAND	<u>28.72%</u>	RICE ISD	<u>58.01%</u>

HOT CK FEES _____

TOTAL TAX REPORT - DECEMBER 2010.xls

Prepared by Gail Smith
Navarro County Tax Office

918

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

919

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	2,536,084.01	17.65	2,536,101.66	85.15	2,536,016.51	
ROAD & BRIDGE	524,805.14		524,805.14	17.86	524,787.28	
FLOOD CONTROL	44,396.59		44,396.59	1.45	44,395.14	
TOTAL	3,105,285.74	17.65	3,105,303.39	104.46	3,105,198.93	-
DELINQUENT TAXES						
COUNTY	24,551.85	5,349.61	29,901.46		29,901.46	4,852.49
STATE	-	-	-	-	-	-
ROAD & BRIDGE	5,030.22	1,094.68	6,124.90		6,124.90	995.26
FLOOD CONTROL	432.34	94.01	526.35		526.35	85.23
TOTAL	30,014.41	6,538.30	36,552.71	-	36,552.71	5,932.98
TOTAL ALLOCATION						
COUNTY	2,560,635.86	5,367.26	2,566,003.12	85.15	2,565,917.97	4,852.49
STATE		-		-		-
ROAD & BRIDGE	529,835.36	1,094.68	530,930.04	17.86	530,912.18	995.26
FLOOD CONTROL	44,828.93	94.01	44,922.94	1.45	44,921.49	85.23
TOTAL	3,135,300.15	6,555.95	3,141,856.10	104.46	3,141,751.64	5,932.98

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

January 5, 2011

To Navarro County Commissioners

Re:

Consideration of salvaging old office equipment for disposal

(9) Computer Towers

Navarro County Fixed Asset Numbers	Serial Numbers
------------------------------------	----------------

4104751543101464	0010669517
------------------	------------

4104751543101474	8UZ8P
------------------	-------

4104751543101411	505SE
------------------	-------

5503096

0008679114

5124581543003249	3E3BF
------------------	-------

4104751543101420	0010684768
------------------	------------

006006007

4104751543101453	0011335311
------------------	------------

(2) Printers

OKI Turbo Printer

4104751546101414	211D4067357
------------------	-------------

IBM (2 tray)

4104751546101428	01-67301
------------------	----------

(2) Fax Machines

HP Fax Machine 1240

	CN43KBJ31X
HP Fax Machine 1230	
	Q1678A
(2) Keyboards	
(4) Monitors	
Gateway 2000	
	15013B120606
Dell	
4104751544101473	5322DFAXQR49
Gateway	
	MUL5007A0018719
Dell	
	CNOPP151-64180-3B3-342J
IBM Typewriter	
4104751522101475	11-23266
IBM AS -400	
	10-20756
	TYPE # 9404-4XX
(1) Old Polygraph Machine	
Misc. Computer Speakers	
(1) Tripod CPC VT-690	

(1) Sony Handicam



NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Terri Gillen, First Assistant
Junefe Beard, Internal Auditor
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant

Kathy B. Hollomon, CPA
County Auditor

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

January 6, 2010

To: H. M. Davenport, County Judge
Kit Herrington, Commissioner Pct 1
Dick Martin, Commissioner Pct 2
Butch Warren, Commissioner Pct 3
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money
111.0707- Special Budget for Revenue from Intergovernmental Contracts
111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of All public or private grant aid money, or all revenue from intergovernmental contracts or, Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose."

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the Navarro County Revenue Estimates in the adopted budget for 2010 – 2011. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-
Amount: \$ 50,000.00 **Source: BNSF Railway Company**

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor



Task Force on Indigent Defense
Statement of Grant Award
FY2011 Formula Grant

Grant Number: 212-11-175
Grantee Name: Navarro County
Program Title: Indigent Defense Services
Grant Period: 10/01/2010-9/30/2011
Grant Award Amount: The sum of \$5000.00 and 0.202863% of the remaining funds budgeted for FY11 formula grants by the Task Force. Based on the initial funds budgeted, this amount is estimated to be \$26,582.

The Task Force on Indigent Defense (Task Force) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Task Force to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Task Force. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Task Force by **January 20, 2011**. The grantee will not receive any grant funds until this notice is executed and returned to the Task Force.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the Request for Applications issued on September 7, 2010, including the rules and documents adopted by reference in the Task Force on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Task Force placing a temporary hold on grant funds, permanently deobligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Task Force must continue to meet all grant eligibility requirements.

The authorized official for this grant program has read the preceding and indicates agreement by signing this Statement of Grant Award below:



Signature of Authorized Official

H.M. Davenport, Navarro County Judge

Name & Title (must print or type)

11/10/2011

Date