

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 12TH DAY OF SEPTEMBER, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:03A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONERS OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

**CONSENT AGENDA**

MOTION TO APPROVE CONSENT AGENDA 5-10 BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE MINUTES FROM MEETINGS OF AUGUST 22ND, AUGUST 23RD, AUGUST 29TH, 2011, SEPTEMBER 6, 2011, AND SEPTEMBER 9, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR, INCLUDING CURRENT BILLS, UTILITIES (PAID 8/29/11) AND PAYROLL (PAID 8/31/2011)
7. MOTION TO APPROVE BUDGET TRANSFER \$15,000 FROM DEPUTIES & ASSISTANTS (101-512-103) TO PART TIME HELP (101-512-114) FOR PART TIME JAIL NURSES
8. MOTION TO APPROVE THE MINUTES OF THE AUGUST 4, 2011 PLANNING AND ZONING MEETING **TO WIT PG 742**
9. MOTION TO APPROVE OF A REPLAT OF LOT 1 IN GRANDVIEW RANCHETTES TO INCORPORATE 0.72 ACRE OWNED BY GRANDVIEW ESTATES PROPERTY OWNERS ASSOCIATION FOR BILL & ELLEN SCHWAB

10. MOTION TO APPROVE A SPECIAL USE PERMIT WITH A VARIANCE FOR A 24' X 30' STORAGE BUILDING ON LOT 8 OF SOUTHPOINT SUBDIVISION FOR ROBERT GRAY

**REGULAR AGENDA**

11. PUBLIC HEARING ON DISTRICT COURT RECORDS TECHNOLOGY FUND
12. MOTION TO APPROVE DISTRICT COURT RECORDS PRESERVATION PLAN BY OLSEN SEC BY MARTIN **TO WIT PG 743-745**  
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE DISTRICT COURT ORDER RELATING TO THE SALARY OF THE COUNTY AUDITOR, ASSISTANT COUNTY AUDITORS AND DISTRICT COURT REPORTER BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 746-747**
14. PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2011-2012
15. MOTION TO APPROVE ADOPTING THE FISCAL YEAR 2011-2012 BUDGET BY HERRINGTON SEC BY MARTIN **TO WIT PG 748-751**  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF \$0.6270 PER \$100 OF TAXABLE VALUE, WHICH IS EFFECTIVELY A 2.92 PERCENT INCREASE IN THE TAX RATE BY JUDGE DAVENPORT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2011-2012 BUDGET THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.92 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$17.80 BY JUDGE DAVENPORT SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE TAX COLLECTION REPORT FOR AUGUST 2011, RUSSELL HUDSON BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 752-757**

19. NO ACTION TAKEN ON BURN BAN
20. STRIKE APPROVING CONTRACT FOR TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
21. MOTION TO APPROVE RENEWING CATTLE BRANDS IN THE COUNTY CLERKS OFFICE FOR 2012 BY JAMES OLSEN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
22. MOTION TO APPROVE OF CHANGING JURY FEES EFFECTIVE OCT. 1, 2011 FOR COUNTY CLERK OFFICE & DISTRICT CLERK OFFICE TO \$28 QUARTERLY STATE REIMBURSEMENT RATE BY JUDGE DAVENPORT SEC BY OLSEN **TO WIT PG 758**  
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE ARCHIVAL PLAN FOR THE COUNTY CLERKS OFFICE FOR 2012 BY MARTIN SEC BY WARREN  
ALL VOTE AYE MOTION CARRIED **TO WIT PG 758A-782**
24. MOTION TO APPROVE SPECIFIC USE PERMIT TO LIVE IN AN RV ON SITE WHILE HOME IS BEING BUILT ON LOT 33 OF CHANDLER'S LANDING SUBDIVISION FOR PAUL & CHARLOTTE RASBURY BY WARREN SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
25. MOTION TO DECLARE SALVAGE AN ELECTA EDUCATOR TV, MODEL NUMBER 38C5105101 AND A VHS SANYO VCR MODEL NUMBER VHR5214 BY JUDGE DAVENPORT SEC BY MARTIN  
ALL VOTED AYE MOTION CARRIED
26. MOTION TO APPROVE VICTIM ASSISTANCE GRANT FOR THE DISTRICT ATTORNEY'S OFFICE BY JUDGE DAVENPORT SEC BY MARTIN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 783**
27. PUBLIC HEARING FOR REDISTRICTING PLAN
28. MOTION TO APPROVE REDISTRICTING PLAN NUMBER 3B BY HERRINGTON SEC BY WARREN **TO WIT PG 784**  
ALL VOTED AYE MOTION CARRIED
29. MOTION TO TABLE RESOLUTION AUTHORIZING COUNTY HOME/DELIVERED MEAL GRANT PROGRAM FOR HOMEBOUND,

ELDERLY PERSON, AND OR PERSONS WITH DISABILITES BY  
HERRINGTON SEC BY WARREN

30. MOTION TO APPROVE A FORMAL REQUEST FROM LONE STAR TRANSMISSION INC. FOR PERMISSION TO AERIALY CROSS NAVARRO COUNTY ROAD WITH A NEW 345KV TRANSMISSION LINE AND TO CLEAR AND MAINTAIN VEGETATION BY OLSEN SEC BY HERRINGTON  
ALL VOTE AYE MOTION CARRIED
31. MOTION TO AUTHORIZE COUNTY AUDITOR TO GO OUT FOR BIDS FOR JAIL FOOD SERVICES BY OLSEN SEC BY MARTIN  
ALL VOTED AYE MOTION CARRIE
32. MOTION TO APPROVE RENEWAL AGREEMENT BETWEEN MITEL LEASING, INC AND NAVARRO COUNTY FOR HIDTA TELEPHONE SYSTEM BY MARTIN SEC BY WARREN **TO WIT PG 792**  
ALL VOTED AYE MOTION CARRIED
33. OPENING OF ANNUAL BIDS AND CONSIDERATION OF AWARDDING ANNUAL REQUIREMENTS CONTRACTS FOR AUTO PARTS, CULVERTS, BOX CULVERTS, FUEL BRIDGES, ROAD MATERIALS HAULING AND BRIDGES  
MOTION TO TABLE BRIDGES AND BOX CULVERTS BY MARTIN SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
- MOTION TO APPROVE ALL BIDS EXCEPT BRIDGES BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

BID PACKET : ALL BIDS

**TO WIT PG 793-798**

**AUTO PARTS:** B & G AUTO PARTS, CORSICANA NAPA AUTO PARTS, MILLS AUTO SUPPLY, THURSTON AUTO SUPPLY, O'REILLY AUTOMOTIVE STORES INC.

**CULVERTS:** WILSON CULVERTS, INC

**FUEL:** WM.G. JOHNSON OIL, WINTERS OIL PARTNERS LP

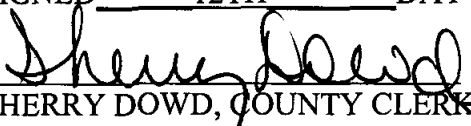
**HAULING OF AGGREGATE:** WALLY'S DOZER SERVICE, DWAYNE LACOUR, WALLIS TRUCKING CO.

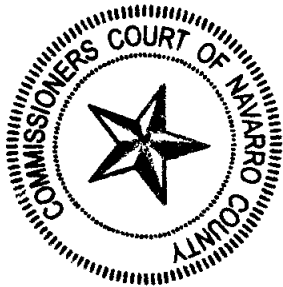
**ROAD BASE MATERIALS:** LONE STAR AGGREGATES, HEARTLAND ASPHALT MATERIALS, INC., PATTLER ROCK INC., HANSON AGGREGATES, KING SAND & GRAVEL, ERGON ASPHALT & EMULSIONS, INC., CACTUS EXPRESS LP, APAC TEXAS, ARNOLD CRUSHED STONE, INC.

34. 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 SEPTEMBER 12TH, 2011.

SIGNED 12TH DAY OF SEPTEMBER 2011.

  
SHERRY DOWD, COUNTY CLERK



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## NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

**Phil Seely** - Director

**Becky Garrett** - Addressing

**Stanley Young** - Environmental Services

**Robert Gray** - Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

[pseely@navarrocounty.org](mailto:pseely@navarrocounty.org)

Phone: (903) 875-3312

Fax: (903) 875-3314

### PLANNING AND ZONING COMMISSION MINUTES

August 4th, 2011

5:00 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the July 7th, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Smith, second by Commissioner McGuire, all voted aye.

Item #3 on the agenda was consideration of a replat of lots 9 & 10 in Block 5 of Pelican Isle for Royce Millican, motion to approve by Commissioner Smith, second by Commissioner Jackson, all voted aye.

Item #4 on the agenda was consideration of a replat of lots 15 & 16 in Block 1 of Imperial Bay for Joe Wheeler, motion to approve by Commissioner Newton, second by Commissioner McGuire, all voted aye.

Item #5 on the agenda was consideration of a replat of lots 152 & 153 in Phase II of Vista Ridge for Max Richardson, motion to approve by Commissioner Jackson, second by Commissioner McGuire, all voted aye.

Item #6 on the agenda was consideration of a specific use permit with a variance for a storage building on lot 32 of Mattie Caston Shores Phase II for Pam Williams, motion to approve by Commissioner Smith, second by Commissioner McGuire, all voted aye.

Adjourn.

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RENEWAL NOTICE OF ADDITIONAL FEE

THE COMMISSIONERS COURT OF NAVARRO COUNTY,  
PURSUANT TO SB 1685, HB 3637 AND GOVERNMENT  
CODE, Section 51.305 HAS DETERMINED THAT A  
RECORDS ARCHIVE FEE OF \$5.00 AND A RECORDS  
TECHNOLOGY FEE OF \$10.00 IS NEEDED TO PRESERVE  
AND RESTORE DISTRICT COURT RECORDS. THIS  
SCHEDULE OF FEES BECAME EFFECTIVE JANUARY 1,  
2011.

JOSHUA B. TACKETT, DISTRICT CLERK  
NAVARRO COUNTY, TEXAS

## ARCHIVE PLAN

### **Introduction**

Currently, this office is the custodian of records dating back to the mid 1800's. We are transferring records that were initially only on paper, and those on microfilm, into a digital format and into one program that can be easily retrieved for county and public use. Our ultimate goal is for the District Clerk, Judge and Attorneys to use a more efficient and paperless system. In the advent of a County Court at Law, the instilment of a paperless system with efficient, easy retrieval will be pivotal to the success of the program.

### **Designation of Court Documents subject to the plan:**

All civil and criminal case files, pending, final or closed.

### **The Process**

To accomplish the disposition of records dating back 166 years, different methods will be considered.

The archiving of the continuity of records filed daily is done through our software program. Items are scanned to the software as they come in and are categorically linked to case numbers and names. Older records that are only on paper are not secondarily stored anywhere else.

Different companies offer a variety of services and prices in order to "organize" our vault.

Our current process digitizes documents, but leaves us with the task of delegating different retention dates of records to see what can be destroyed. The Texas statutes are very complex on the subjects of what documents can and when those said documents can be destroyed.

Some companies offer the capability to give a monthly report to the District Clerk of when records have reached their retention dates based on the electronic file. From there, our office simply pulls the paper file and we shred the appropriate document(s). It keeps the burden of the retention research to the third party



company rather than the Clerk's office, and helps prevent the accumulation of unnecessary records.

### **The Goal**

I, as Clerk of the 13<sup>th</sup> Judicial District, hope to reproduce and archive all documents, regardless of type, as efficiently as possible. I want to achieve, produce and maintain a navigable and organized records vault. The District Clerk's office is also planning the process of restoring historical hand-written records, suspending their deterioration and improving public access.

To complete our efforts toward electronic storage of all case files, we envision maintaining closed cases on our shelves for a short period of time and using computers to access information instantly.

With less cost to the county, we will continue this ongoing and efficient process by using the archive fee to cover the cost of scanning paper source documents. In addition to preserving the documents, the images will be added to our existing imaging system while improving our customer service relations. Additionally, significant space savings will be realized once paper documents are destroyed.

A portion of the closed cases have been scanned and preserved. The approximate annual cost of this program currently is \$40,000.00. With a competitive market and a fiscally conservative plan, there is no way to know an exact figure that it would take to get our records entirely in order. The renewal of the state mandated fees are imperative to the integrity and accuracy of our archival program.

**Possible Expenditures**, possibly including but not limited to:

Computer hardware, including any and all peripherals necessary,

Computer software,

Service provider and other outsourcing services,

Relevant staff salary

Data storage supplies

Travel expenses to and from a service provider to deliver and pickup case documents, if necessary.

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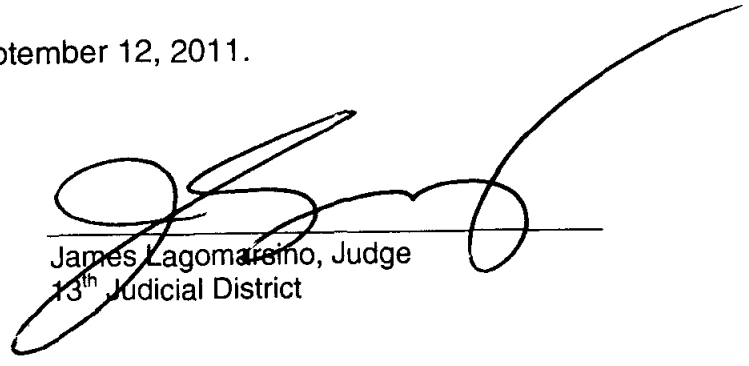
746

IN RE: SALARIES FOR THE COUNTY AUDITOR, AUDITOR'S STAFF AND COURT REPORTER

ORDER

It is ORDERED that the salaries of the County Auditor, auditor's staff and of the District Court Reporter for the fiscal year ending September 30, 2012, are set in conformity with the exhibit attached to the transcript of the hearing held September 12, 2011. A copy of such proceeding is attached to this order.

ENTERED and SIGNED on September 12, 2011.



James Lagomarsino, Judge  
13<sup>th</sup> Judicial District

2011 SEP 12 AM 8:41  
CLERK OF DISTRICT COURT

**CERTIFIED A TRUE COPY**  
**JOSHUA B. TACKETT**  
 DISTRICT CLERK, NAVARRO COUNTY, TX  
 ATTEST: 9-14-2011  
 BY: [Signature] DEPUTY

**NAVARRO COUNTY  
PUBLIC HEARING - SALARIES OF COUNTY AUDITOR, STAFF AND COURT REPORTER  
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012**

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EMP NO.	EMPLOYEE	2011 ANNUAL SALARY	CURRENT LONGEVITY	CURRENT TOTAL SALARY
<b>COUNTY AUDITOR</b>				
495 001	COUNTY AUDITOR	84,475	100	84,575

2012 ANNUAL SALARY	LONGEVITY	TOTAL SALARY PER JUDGE'S ORDER
86,165	200	86,365

495 088	FIRST ASST COUNTY AUDITOR	36,939	2,100	39,039
495 354	ASSISTANT COUNTY AUDITOR	36,400	-	36,400
495 006	ASSISTANT COUNTY AUDITOR	33,154	5,200	38,354
495 010	ASSISTANT COUNTY AUDITOR	33,154	1,650	34,804
495 011	ASSISTANT COUNTY AUDITOR	33,154	1,125	34,279
495 007	ASSISTANT COUNTY AUDITOR	33,154	750	33,904
<b>TOTALS</b>		<b>290,430</b>	<b>10,925</b>	<b>301,355</b>

37,678	2,250	39,928
37,128	100	37,228
33,817	5,400	39,217
33,817	1,800	35,617
33,817	1,250	35,067
33,817	875	34,692
<b>296,239</b>	<b>11,875</b>	<b>308,114</b>

FURTHER, any fiscal year 2012 salary increases and longevity changes approved by the Navarro County Commissioners' Court for County Officials and Employees are approved for the County Auditor, Assistant Auditors and Court Reporter in like percent and amount.

<b>COURT REPORTER</b>				
435 003	COURT REPORTER	53,072	100	53,172

54,133	200	54,333
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**NOTE:** County Judge compensation shown below is for comparison purposes only in order to satisfy requirements of Section 152.032 of *The Texas Local Government Code*.

<b>COUNTY JUDGE</b>				
425 006	COUNTY JUDGE	65,039	300	65,339
425 006	STATE SUPPLEMENT	15,000	-	15,000
425 006	JUVENILE BOARD	4,800	-	4,800
425 006	TRAVEL & PHONE ALLOWANCE	5,820	-	5,820
<b>TOTAL COUNTY JUDGE</b>		<b>90,659</b>	<b>300</b>	<b>90,959</b>

66,340	400	66,740
15,000	-	15,000
4,800	-	4,800
5,820	-	5,820
<b>91,960</b>	<b>400</b>	<b>92,360</b>

#15.

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**NAVARRO COUNTY, TEXAS  
BUDGET SUMMARY  
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012**

RECEIPTS	GENERAL FUND	ROAD & BRIDGE FUND	OTHER TAX REVENUE FUNDS	OTHER SPECIAL REVENUE FUNDS	TOTAL ALL FUNDS
<b>RECEIPTS</b>					
Current Property Taxes	12,384,012	2,674,700	691,283	-	15,749,995
Delinquent Property Taxes	300,000	48,000	16,000	-	364,000
Penalty & Interest	200,000	36,000	9,700	-	245,700
Licenses & Permits	-	900,000	-	-	900,000
Intergovernmental Revenue	2,001,582	92,000	-	65,387	2,158,969
Fees of Office	1,484,700	-	-	-	1,484,700
Fines & Forfeitures	580,000	540,000	-	51,500	1,171,500
Reimbursements	365,518	-	-	-	365,518
Interest Revenue	45,000	6,700	3,800	-	55,500
Other Revenue	157,000	-	-	-	157,000
<b>TOTAL RECEIPTS</b>	<b>17,517,812</b>	<b>4,297,400</b>	<b>720,783</b>	<b>116,887</b>	<b>22,652,882</b>
<b>EXPENDITURES</b>					
Personnel	8,384,733	1,382,068	-	35,900	9,802,701
Benefits	3,211,301	574,906	-	15,498	3,801,705
Supplies	1,098,620	1,752,000	-	7,750	2,858,370
Other Services & Charges	5,353,509	933,663	458,845	57,739	6,803,756
Capital Outlay	213,750	295,949	-	-	509,699
Debt Service	-	-	470,000	-	470,000
<b>TOTAL EXPENDITURES</b>	<b>18,261,913</b>	<b>4,938,586</b>	<b>928,845</b>	<b>116,887</b>	<b>24,246,231</b>
Beginning Fund Balance	3,210,478	1,130,699	847,413	425,747	5,614,337
Transfers From/(To) Funds	-	-	-	-	-
Ending Fund Balance	2,466,377	489,513	639,351	425,748	4,020,988

**\*\* NOTE \*\***

"Other Tax Revenue Funds" include:

- Debt Service Fund
- Flood Control Fund

"Other Special Revenue Funds" include:

- Sheriff Seizure Fund
- District Attorney Forfeiture Fund
- Victim Assistant Coordinator Grant Funds

**NAVARRO COUNTY, TEXAS  
BUDGET SUMMARY DETAIL  
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012**

GENERAL FUND	PERSONNEL	BENEFITS	SUPPLIES	OTHER SERVICES	CAPITAL OUTLAY	DEBT	TOTAL
County Commissioners	42,128	14,627	3,500	23,488	-	-	83,743
Planning & Development	178,926	67,072	11,000	65,950	-	-	322,948
County Clerk	257,722	104,855	6,600	257,551	-	-	626,728
District Clerk	228,486	92,274	12,700	69,253	-	-	402,713
Veterans' Services	15,873	2,808	600	1,200	-	-	20,481
Non-Departmental	-	-	71,800	1,837,100	-	-	1,908,900
Information Systems	50,180	16,291	15,000	10,800	-	-	92,271
Elections Administration	86,683	30,164	15,560	89,670	10,000	-	232,077
Courthouse Miscellaneous	137,186	60,294	15,500	523,568	-	-	736,548
County Extension Service	153,964	34,529	9,500	12,500	-	-	210,493
Historical Commission	-	-	4,800	5,000	-	-	9,800
County Judge	136,738	38,930	4,000	81,535	-	-	261,203
County Court at Law	194,020	49,152	-	56,828	-	-	300,000
District Court	113,931	34,971	7,500	515,300	-	-	671,702
JP 1	124,604	44,229	1,500	12,540	-	-	182,873
JP 2	122,754	43,905	1,500	12,540	-	-	180,699
JP 3	119,104	42,641	1,500	12,690	-	-	175,935
JP 4	127,479	44,735	1,500	12,540	-	-	186,254
District Attorney	524,527	166,922	30,085	103,440	-	-	824,974
Law Library	1,200	211	4,000	-	-	-	5,411
County Auditor	308,114	106,410	8,500	51,307	-	-	474,331
County Treasurer	105,508	33,494	4,200	20,379	-	-	163,581
Tax Assessor & Collector	326,179	131,849	14,500	34,985	-	-	507,513
County Jail	2,631,129	1,109,977	456,725	716,705	96,500	-	5,011,036
Constable - Pct 1	17,540	11,089	6,000	4,968	-	-	39,597
Constable - Pct 2	17,540	11,089	4,900	6,500	-	-	40,029
Constable - Pct 3	3,650	764	-	-	-	-	4,414
Constable - Pct 4	17,740	11,131	3,500	4,634	-	-	37,005
County Sheriff	1,771,256	664,107	367,450	201,010	100,250	-	3,104,073
Communications	468,160	194,944	5,000	25,200	-	-	693,304
Highway Patrol	59,403	25,337	200	-	-	-	84,940
License & Weights	-	-	-	3,400	-	-	3,400
Emergency Management	-	-	9,500	25,500	7,000	-	42,000
Community Supervision	-	-	-	12,000	-	-	12,000
Juvenile Probation	43,009	22,500	-	43,428	-	-	108,937
Indigent Health Care	-	-	-	500,000	-	-	500,000
<b>TOTAL GENERAL FUND</b>	<b>8,384,733</b>	<b>3,211,301</b>	<b>1,098,620</b>	<b>5,353,509</b>	<b>213,750</b>	<b>-</b>	<b>18,261,913</b>
<b>ROAD &amp; BRIDGE FUND</b>							
Precinct 1	302,928	120,067	352,000	187,900	113,760	-	1,076,655
Precinct 2	353,015	146,827	400,000	331,100	86,610	-	1,317,552
Precinct 3	370,335	160,315	465,000	239,163	41,111	-	1,275,924
Precinct 4	355,790	147,697	535,000	175,500	54,468	-	1,268,455
<b>TOTAL ROAD &amp; BRIDGE</b>	<b>1,382,068</b>	<b>574,906</b>	<b>1,752,000</b>	<b>933,663</b>	<b>295,949</b>	<b>-</b>	<b>4,938,586</b>
DA Grant Sp. Rev. Funds	35,900	15,498	3,250	10,739	-	-	65,387
Sheriff Seizure Fund	-	-	4,500	32,000	-	-	36,500
District Attorney Forfeiture	-	-	-	15,000	-	-	15,000
Capital Projects Fund	-	-	-	-	-	-	-
<b>TOTAL SPECIAL REVENUE</b>	<b>35,900</b>	<b>15,498</b>	<b>7,750</b>	<b>57,739</b>	<b>-</b>	<b>-</b>	<b>116,887</b>
<b>OTHER TAX REVENUE FUNDS</b>							
Debt Service Fund	-	-	-	58,845	-	470,000	528,845
Flood Control Fund	-	-	-	400,000	-	-	400,000
<b>TOTAL OTHER TAX FUNDS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>458,845</b>	<b>-</b>	<b>470,000</b>	<b>928,845</b>
<b>GRAND TOTAL</b>	<b>9,802,701</b>	<b>3,801,705</b>	<b>2,858,370</b>	<b>6,803,756</b>	<b>509,699</b>	<b>470,000</b>	<b>24,246,231</b>

**NAVARRO COUNTY, TEXAS  
BUDGET SUMMARY DETAIL  
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012**

DESCRIPTION	CURRENT TAXES	DELINQ TAXES	OTHER RECEIPTS	TOTAL RECEIPTS	TOTAL EXPEND	NET CHANGE IN FUND BALANCE	BEG FUND BALANCE	ENDING FUND BALANCE
<b>FY 2010</b>								
General Fund	11,347,896	505,866	5,148,213	17,001,975	16,639,823	362,152	2,796,134	3,158,286
Flood Control	216,052	9,631	1,542	227,225	187,430	39,795	694,981	734,776
Road & Bridge - Pct 1	614,782	26,546	413,393	1,054,721	1,071,811	(17,090)	200,964	183,874
Road & Bridge - Pct 2	614,782	26,546	445,305	1,086,633	965,423	121,210	266,949	388,159
Road & Bridge - Pct 3	614,782	26,546	481,607	1,122,935	1,087,575	35,360	225,070	260,430
Road & Bridge - Pct 4	614,782	26,546	401,462	1,042,790	1,085,765	(42,975)	219,275	176,300
Sheriff Seizure	-	-	38,492	38,492	22,470	16,022	341,535	357,557
Dist Atty Forfeiture	-	-	172,347	172,347	132,508	39,839	74,851	114,690
Debt Service	470,138	21,333	293	491,764	506,229	(14,465)	117,781	103,316
<b>TOTALS</b>	<b>14,493,214</b>	<b>643,014</b>	<b>7,102,654</b>	<b>22,238,882</b>	<b>21,699,034</b>	<b>539,848</b>	<b>4,937,540</b>	<b>5,477,388</b>
<b>FY 2011 BUDGET</b>								
General Fund	12,131,014	225,000	4,879,999	17,236,013	17,943,231	(707,218)	3,158,286	2,451,068
Flood Control	228,779	4,000	5,000	237,779	400,000	(162,221)	734,776	572,555
Road & Bridge - Pct 1	661,307	11,000	393,000	1,065,307	1,064,287	1,020	183,874	184,894
Road & Bridge - Pct 2	661,307	11,000	393,000	1,065,307	1,365,361	(300,054)	388,159	88,105
Road & Bridge - Pct 3	661,307	11,000	393,000	1,065,307	1,139,259	(73,952)	260,430	186,478
Road & Bridge - Pct 4	661,307	11,000	392,750	1,065,057	1,196,123	(131,066)	176,300	45,234
Grant Funds	-	-	75,479	75,479	75,479	-	-	-
Sheriff Seizure	-	-	1,000	1,000	36,500	(35,500)	357,557	322,057
Dist Atty Forfeiture	-	-	500	500	2,500	(2,000)	114,690	112,690
Debt Service	451,542	10,000	6,500	468,042	533,030	(64,988)	103,316	38,328
Capital Projects	-	-	450,000	450,000	475,000	(25,000)	354,069	329,069
<b>TOTALS</b>	<b>15,456,563</b>	<b>283,000</b>	<b>6,990,228</b>	<b>22,729,791</b>	<b>24,230,770</b>	<b>(1,500,979)</b>	<b>5,831,457</b>	<b>4,330,478</b>

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**NAVARRO COUNTY, TEXAS  
BUDGET SUMMARY DETAIL  
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012**

DESCRIPTION	CURRENT TAXES	DELINQ TAXES	OTHER RECEIPTS	TOTAL RECEIPTS	TOTAL EXPEND	NET CHANGE IN FUND BALANCE	BEG FUND BALANCE	ENDING FUND BALANCE
<b>FY 2011 PROJECTED</b>								
General Fund	11,989,310	537,900	4,902,435	17,429,645	17,377,453	52,192	3,158,286	3,210,478
Flood Control	224,190	9,826	2,340	236,356	212,119	24,237	734,776	759,013
Road & Bridge - Pct 1	657,882	24,517	420,425	1,102,824	992,495	110,329	183,874	294,203
Road & Bridge - Pct 2	657,882	24,517	396,257	1,078,656	1,048,618	30,038	388,159	418,197
Road & Bridge - Pct 3	657,882	24,517	445,175	1,127,574	1,171,523	(43,949)	260,430	216,481
Road & Bridge - Pct 4	657,882	24,517	396,571	1,078,970	1,053,452	25,518	176,300	201,818
Grant Funds			68,035	68,035	68,035	-	-	-
Sheriff Seizure	-	-	5,000	5,000	61,500	(56,500)	357,557	301,057
Dist Atty Forfeiture	-	-	40,000	40,000	30,000	10,000	114,690	124,690
Debt Service	494,414	22,010	1,690	518,114	533,030	(14,916)	103,316	88,400
<b>TOTALS</b>	<b>15,339,442</b>	<b>667,804</b>	<b>6,677,928</b>	<b>22,685,174</b>	<b>22,548,225</b>	<b>136,949</b>	<b>5,477,388</b>	<b>5,614,337</b>
<b>FY 2012 BUDGET</b>								
General Fund	12,384,012	300,000	4,833,800	17,517,812	18,261,913	(744,101)	3,210,478	2,466,377
Flood Control	231,146	9,700	2,300	243,146	400,000	(156,854)	759,013	602,159
Road & Bridge - Pct 1	668,675	12,000	393,500	1,074,175	1,076,655	(2,480)	294,203	291,723
Road & Bridge - Pct 2	668,675	12,000	394,000	1,074,675	1,317,552	(242,877)	418,197	175,320
Road & Bridge - Pct 3	668,675	12,000	393,500	1,074,175	1,275,924	(201,749)	216,481	14,732
Road & Bridge - Pct 4	668,675	12,000	393,700	1,074,375	1,268,455	(194,080)	201,818	7,738
Grant Funds			65,387	65,387	65,387	-	-	-
Sheriff Seizure			36,500	36,500	36,500	-	301,057	301,057
Dist Atty Forfeiture			15,000	15,000	15,000	-	124,690	124,690
Debt Service	460,137	10,000	7,500	477,637	528,845	(51,208)	88,400	37,192
<b>TOTALS</b>	<b>15,749,995</b>	<b>367,700</b>	<b>6,535,187</b>	<b>22,652,882</b>	<b>24,246,231</b>	<b>(1,593,349)</b>	<b>5,614,337</b>	<b>4,020,988</b>

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

**FILED FOR RECORD**  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
SEP 09 2011  
SHERRY DOWD  
COUNTY CLERK NAVARRO COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

TOTAL PAGES INCLUDING COVER SHEET 6

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NAVARRO COUNTY , TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2011

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD%	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>									LEVY
CURRENT	90,369.47		16,493.11	106,862.58		16.39	106,846.19	20,841.08	16,028,200.24
DELINQUENT	27,359.01		9,990.97	37,349.98			37,349.98	6,421.00	%
TOTAL	117,728.48	-	26,484.08	144,212.56	-	16.39	144,196.17	27,262.08	0.56%
<b>NAVARRO COLLEGE</b>									LEVY
CURRENT	17,678.19		3,209.07	20,887.26		3.12	20,884.14	4,055.61	3,112,064.50
DELINQUENT	5,628.50	-	2,163.29	7,791.79			7,791.79	1,316.86	%
TOTAL	23,306.69	-	5,372.36	28,679.05	-	3.12	28,675.93	5,372.47	0.57%
<b>CITY OF RICE</b>									LEVY
CURRENT	1,216.27	-	228.29	1,444.56	62.99	0.81	1,380.76	288.90	123,433.71
DELINQUENT	158.67		52.98	211.65	14.06		197.59	37.03	%
TOTAL	1,374.94	-	281.27	1,656.21	77.05	0.81	1,578.35	325.93	0.99%
<b>CITY OF KERENS</b>									LEVY
CURRENT	1,056.50		200.15	1,256.65			1,256.65	251.34	246,776.37
DELINQUENT	479.82	-	219.22	699.04			699.04	129.08	%
TOTAL	1,536.32	-	419.37	1,955.69	-		1,955.69	380.42	0.43%
<b>CITY OF CORSICANA</b>									LEVY
CURRENT	32,563.63	-	5,759.32	38,322.95		14.01	38,308.94	7,364.50	7,665,883.64
DELINQUENT	13,643.84	-	6,203.65	19,847.49			19,847.49	3,791.22	%
TOTAL	46,207.47	-	11,962.97	58,170.44	-	14.01	58,156.43	11,155.72	0.42%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2011

754

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>									LEVY
CURRENT	6.57		1.25	7.82			7.82	1.57	15,240.75
DELINQUENT	63.64		20.96	84.60			84.60	16.92	%
TOTAL	70.21	-	22.21	92.42	-		92.42	18.49	0.04%
<b>CITY OF EMHOUSE</b>									LEVY
CURRENT	231.93	-	44.08	276.01			276.01	55.20	8,654.36
DELINQUENT	0.73		0.23	0.96			0.96	0.19	%
TOTAL	232.66	-	44.31	276.97	-		276.97	55.39	2.68%
<b>CITY OF RICHLAND</b>									LEVY
CURRENT	367.39	-	68.56	435.95			435.95	87.20	15,107.71
DELINQUENT	67.47		29.08	96.55			96.55	19.31	%
TOTAL	434.86	-	97.64	532.50	-		532.50	106.51	2.43%
<b>CITY OF GOODLOW</b>									LEVY
CURRENT	55.11	-	10.38	65.49	2.88		62.61	13.11	3,397.15
DELINQUENT	17.98		15.47	33.45	3.97		29.48	6.14	%
TOTAL	73.09	-	25.85	98.94	6.85		92.09	19.25	1.62%
<b>CITY OF FROST</b>									LEVY
CURRENT	743.48		141.25	884.73	39.00	0.12	845.61	176.94	72,102.15
DELINQUENT	(29.11)		(11.93)	(41.04)	(3.13)		(37.91)	(8.21)	%
TOTAL	714.37	-	129.32	843.69	35.87	0.12	807.70	168.73	1.03%
<b>CITY OF DAWSON</b>									LEVY
CURRENT	696.50		118.81	815.31			815.31	143.91	72,213.76
DELINQUENT	309.53		126.55	436.08			436.08	45.60	%
TOTAL	1,006.03	-	245.36	1,251.39	-		1,251.39	189.51	0.96%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2011

755

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY-BLOOMING GROVE</b>									LEVY
CURRENT	479.69		83.16	562.85			562.85	98.64	97,259.71
DELINQUENT	179.85		98.61	278.46			278.46	55.69	%
TOTAL	659.54	-	181.77	841.31	-		841.31	154.33	0.49%
<b>NAVARRO COUNTY ESD #1</b>									LEVY
CURRENT	865.56	-	161.70	1,027.26	44.78	0.05	982.43	204.90	114,680.02
DELINQUENT	146.29	-	49.26	195.55	13.08		182.47	38.29	%
TOTAL	1,011.85	-	210.96	1,222.81	57.86	0.05	1,164.90	243.19	0.75%
<b>BLOOMING GROVE ISD</b>									LEVY
CURRENT	8,692.69		1,616.06	10,308.75			10,308.75	2,033.55	1,394,181.10
DELINQUENT	766.59		508.63	1,275.22			1,275.22	367.30	%
TOTAL	9,459.28	-	2,124.69	11,583.97	-		11,583.97	2,400.85	0.62%
<b>DAWSON ISD</b>									LEVY
CURRENT	11,753.22		2,195.66	13,948.88			13,948.88	2,768.28	1,216,769.52
DELINQUENT	796.89		423.09	1,219.98			1,219.98	231.65	%
TOTAL	12,550.11	-	2,618.75	15,168.86	-		15,168.86	2,999.93	0.97%
<b>RICE ISD</b>									LEVY
CURRENT	10,048.72		2,020.94	12,069.66		2.45	12,067.21	2,544.89	1,386,822.76
DELINQUENT	1,138.97		465.08	1,604.05			1,604.05	312.92	%
TOTAL	11,187.69	-	2,486.02	13,673.71	-	2.45	13,671.26	2,857.81	0.72%
<b>CORSICANA ISD</b>									LEVY
CURRENT	93,833.78		16,909.87	110,743.65			110,743.65	21,400.02	17,139,518.87
DELINQUENT	42,981.65		16,390.56	59,372.21			59,372.21	9,701.27	%
TOTAL	136,815.43		33,300.43	170,115.86			170,115.86	31,101.29	0.55%
<b>GRAND TOTAL</b>	227,553.59	-	52,706.93	280,260.52	177.63	36.95	280,045.94	53,710.61	

NAVARRO COUNTY, TEXAS  
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING AUGUST 2011

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MEMO:

TOTAL COLLECTED	<u>333,971.13</u>
ROLLBACK TAXES	<u>                    </u>
TAX CERTIFICATES	<u>1,180.00</u>
HOT CK FEES	<u>30.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>96.95%</u>	GOODLOW	<u>70.63%</u>
COLLEGE	<u>96.88%</u>	FROST	<u>92.30%</u>
RICE	<u>94.27%</u>	CITY-DAWSON	<u>91.82%</u>
KERENS	<u>92.80%</u>	CITY-BL GROVE	<u>96.63%</u>
CORSICANA	<u>97.66%</u>	NC ESD #1	<u>94.97%</u>
BARRY	<u>95.28%</u>	B G ISD	<u>95.37%</u>
EMHOUSE	<u>87.19%</u>	DAWSON ISD	<u>95.79%</u>
RICHLAND	<u>93.46%</u>	RICE ISD	<u>95.04%</u>
		CORSICANA ISD	<u>97.37%</u>

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH OF AUGUST 2011

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	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	73,613.10	13,431.97	87,045.07	13.35	87,031.72	16,970.22
ROAD & BRIDGE	15,465.24	2,825.64	18,290.88	2.81	18,288.07	3,573.37
FLOOD CONTROL	1,291.13	235.50	1,526.63	0.23	1,526.40	297.49
<b>TOTAL</b>	<b>90,369.47</b>	<b>16,493.11</b>	<b>106,862.58</b>	<b>16.39</b>	<b>106,846.19</b>	<b>20,841.08</b>
<b>DELINQUENT TAXES</b>						
COUNTY	22,238.15	8,085.71	30,323.86		30,323.86	5,209.85
STATE	-	-	-	-	-	-
ROAD & BRIDGE	4,687.23	1,727.12	6,414.35		6,414.35	1,108.90
FLOOD CONTROL	433.63	178.14	611.77		611.77	102.25
<b>TOTAL</b>	<b>27,359.01</b>	<b>9,990.97</b>	<b>37,349.98</b>	<b>-</b>	<b>37,349.98</b>	<b>6,421.00</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	95,851.25	21,517.68	117,368.93	13.35	117,355.58	22,180.07
STATE		-		-		-
ROAD & BRIDGE	20,152.47	4,552.76	24,705.23	2.81	24,702.42	4,682.27
FLOOD CONTROL	1,724.76	413.64	2,138.40	0.23	2,138.17	399.74
<b>TOTAL</b>	<b>117,728.48</b>	<b>26,484.08</b>	<b>144,212.56</b>	<b>16.39</b>	<b>144,196.17</b>	<b>27,262.08</b>

COUNTY TAX REPORT  
Prepared by Gail Smith  
Navarro County Tax Office

#22

758

Juror Pay Order Amendment

1. Due to failure of the state legislature to appropriate sufficient funds from The dedicated juror pay fund, compensation for jurors shall be reduced From \$40 per day to \$28 per day for each day following the first day of service.
2. For each day following the first day of service, jurors shall be paid \$28 for each day of service.
3. This amendment is effective for juror service October 1, 2011, until further order of Commissioners Court.

Read and adopted by a vote of   5   aye and   0   nays.

Approved this day of commissioners court Sept 12, 2011.

#23

758-A

2011-12

COUNTY CLERK  
PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN



*Navarro County Courthouse  
Corsicana Texas*

## COUNTY CLERK

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PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN

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## EXECUTIVE SUMMARY

The County Clerks office wants to take advantage of new legislation that is designed to preserve archived records by adding an archive fee to each filed or recorded document. This fee is to be dedicated to that task. The vast majority of the permanent records in the County Clerks office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by adding an archive fee to cover the cost of microfilming the paper based documents.

Additionally, significant space savings will be realized where documents are currently larger than legal size. During the preservation and restoration process, these documents will be reprinted to legal size paper.

## INTRODUCTION

Currently, Counties adjacent to international borders have the ability to charge a records archive fee not exceed \$5.00 for the recording or filing of public documents in county clerks offices. SB 1731 removes "adjacent to international borders" restriction and opens the fee to all Texas counties. S.B. 1731 provides for a fee not to exceed \$5.00 to be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing county records.

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. In most cases, this fee is not sufficient to also preserve and restore archived records. This new legislation is designed to target archived records.

This bill authorizes the commissioner's court to adopt a records archive fee as part of the county's annual budget. If the provisions of SB 1731 are implemented, the county will experience a revenue gain. This additional revenue will be dedicated to helping county clerks focus on preserving older records.

The effective date of this Act is September 1, 2003 and expires September 1, 2008.

Effective June 17, 2005 SB 526 repeals the sunset date and lets the County Clerk designate the records, instead of it only covering recorders prior to 1/1/1990.



ARCHIVE PLAN  
Fiscal Year 2011-2012

With the completion of the last project I now have 25 years of Real Property records and plats on computer. I was able to utilize the archive fee and this was at no cost to the county.

I would like to continue using the archival fee for computerized re-indexing and electronic conversion of Navarro County's paper birth records and indexes from late 1800's to 2006. We begin in-house scanning births in 2006 to the present.

This project will modernize and upgrade systems in our office, continue to add records and information to the records management computer system, eliminate or reduce manual lookups and searches, expedite birth record searching by having more records available for electronic retrieval, preserve original records by reducing daily usage, and reclaim much needed space in the public records area.

ACS Government Records has proposed a solution that combines advanced technology, the highest quality professional document conversion and computer indexing services with proven, best of breed solution.

Pricing for Navarro County Birth Records will be for scanning of loose pages & loose bound book (includes image tagging and loading), \$17,671.29 scanning of bound books, \$1,013.76 scanning of oversize index books (includes image tagging, loading and enhancement), \$1,732.50 splitting of multi certificates on page, \$905.28 indexing of city & Navarro County certificates-typed, \$112,739.85 Indexing of City & Navarro County certificates hand written \$18,482.80. Virtual Book Module for ACS 20/20 system \$2,500.00 16 mm security microfilm \$4,461.70. For a total of \$159,507.18

I also would like to do a re-indexing and conversion of probate minutes from Vol. A to 2006. The Photostat books require a special process to ensure a high quality conversion. ACS will use proprietary "Digital Magic" software for these records. ACS developed the Digital Magic process specifically for the image capture and conversion of poor quality originals such as old Photostat books. Digital Magic includes the services listed above for our regular scanning and the following specifications for conversion and quality control: Photostat images will be reversed white on black into black on white, Block borders, speckles and other image imperfections are detected, cleaned or removed, Only selected areas of the image are re-converted, crop, zoom, rotate or invert, produce "grayscale" to allow viewing density adjustments.

It is estimated there are approximately 68,000 pages and 23,500 documents to be re-indexed. Accordingly, ACS estimates the costs of re-indexing, digitizing of records and loading to the computer system as follows:

On site scanning Photostat books \$13,824, on site scanning handwritten/typed/Xeroxed \$30,048, re-indexing of probate minutes Vol. a to Vol. 89 (1998) \$25,955, Importing, linking new data to computer \$8,822 for a estimated total of \$78,649.00

This will be a two (2) year project.

This to will be done with no cost to the county and will safeguard the records in case of any type of loss. Again most importantly will be space savings.

#### PROJECTED REVENUE

Documents subject to fees are Official Public Record, Civil, and Probate. This will be approximately \$48,000.00 per year.

Sherry Dowd  
Navarro County Clerk

INFORMATION TECHNOLOGY AGREEMENT  
UNDER DIR CONTRACT No. DIR-SDD-1647

ACS STATE & LOCAL SOLUTIONS, INC.  
AND  
NAVARRO COUNTY, TEXAS

THIS AGREEMENT for information technology products and services (hereafter the "Agreement") is entered into this 12 day of Sept, 2011 (hereafter the "Effective Date") by and between NAVARRO COUNTY, TX, a governmental entity (hereafter referred to as the "Customer"), and ACS STATE & LOCAL SOLUTIONS, INC., a New York corporation, with its principal place of business located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereafter "ACS"), referred to individually as Party and collectively as Parties.

WHEREAS, ACS entered into Contract No. DIR-SDD-1647 with the State of Texas, Department of Information Resources and is eligible to provide services to DIR Customers, including Customers hereunder; and

WHEREAS, the Customer and ACS now wish to enter into an Agreement to deliver the proposed software and related services in accordance with the terms of DIR Contract No. DIR-SDD-1647 the ACS Proposal for Computer Indexing and Electronic Conversion of Navarro County Birth Records dated June 13, 2011.

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

**10 Products and Services**

**1.1 Work Requirements:** In consideration for the payments described in Section 2.0 hereof, ACS will provide Customer with the products and services described in the statement of work and schedule annexed hereto as Exhibit "A".

**1.2 Application System Software:** ACS shall deliver to Customer a software license for all ACS-owned application system software modules described in Exhibit "A" (hereafter the "Application System Software" or "System"), in accordance with the terms of the ACS Software License Agreement, Appendix D to DIR Contract No. DIRSDD-1647, ("License Agreement"), which shall be executed by Customer simultaneously with this Agreement.

**1.3 Third-Party Software:** Exhibit "A" fully sets out the third-party software components associated with this Agreement. Rights to commercial-off-the-shelf software products provided by third-party software vendors may be subject to licensing provisions of those third-party software vendors, which licenses the Customer hereby accepts.

**2.0 Compensation and Payment Provisions**

The Customer shall make payments to ACS for the products and services in the amount set forth in the payment schedule attached hereto as Exhibit "B". All pricing shall be consistent with DIR Contract No. DIR-SDD-1647. All payments shall be made in accordance with Section 7.C. of Appendix A to DIR Contract No. DIR-SDD-1647.

### 3.0 Term

The initial term of this Agreement will begin on the Effective Date and will remain in effect for a period of one year or until the project is complete, whichever comes first.

### 4.0 Warranty

#### 4.1 Limited Application System Software Warranty

ACS warrants that the Application System Software furnished by ACS pursuant to this Agreement will be free from material errors that would prevent the substantial operational features of the System from functioning when used properly under normal conditions. This warranty is valid for a period of ninety (90) days from the date of System installation. This Application System Software warranty shall not cover, and shall be void as to, any hardware or commercial off-the-shelf software components. In addition, the Application System Software warranty shall not cover: 1) any components for which maintenance has been performed by a third party not authorized by ACS; 2) any components that have been damaged through the negligence or misconduct of parties other than ACS or its employees or agents; 3) any components which have been damaged as a result of Customer's failure to operate them in accordance with the ACS's operating instructions; or 4) failures due to force majeure, or exposure to unusual physical or electrical stress.

In the event that any Application System Software provided under this Agreement is found to be defective, Customer shall provide prompt written notice to ACS identifying such defect or defects with specificity. ACS will be provided a reasonable opportunity to investigate the matter, and to verify the existence of such defect(s). Upon ACS's verification of the claimed defect(s), Customer shall be entitled to any of the following remedies, as determined by ACS in its discretion: a) repair, b) replacement, c) other correction of the defective item at ACS's expense, or d) an equitable adjustment in the contract price. The Parties intend that any of the foregoing remedies shall constitute a complete and satisfactory remedy in the event of a covered defect, and that such remedies shall constitute the sole and exclusive remedies available to Customer for breach of ACS's Application System Software warranty.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE TO CUSTOMER EXCLUSIVELY AND IS IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SYSTEM SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE APPLICATION SYSTEM SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED APPLICATION SYSTEM SOFTWARE WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

**4.2 Limited Warranty on Commercial off-the-Shelf Software**

To the maximum extent allowable by third-party commercial off-the-shelf vendors, ACS shall pass-through to the Customer all manufacturers' warranties provided by third-party commercial off-the-shelf software vendors for materials furnished under this Agreement. ACS shall provide all standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS makes no other warranties whatsoever, express or implied, with regard to the commercial off-the-shelf software, in whole or in part. ACS explicitly disclaims all warranties of merchantability and fitness for a particular purpose.

**4.3 Data Backup:** Customer will be responsible for backing up all software and data contained in the System on a regular basis, and prior to ACS providing warranty or maintenance services under this Agreement. Under no circumstances will ACS be responsible for the loss of data or software.

**5.0 Indemnification by Contactor** shall be in accordance with Section 9.A. of Appendix A to DIR Contract No. DIR-SDD-1647.

**6.0 Limitation of Liability**

**6.1** Limitation of Liability shall be in accordance with Section 9.K. of Appendix A to DIR Contract No. DIR-SDD-1647.

**6.2 Basis of the Bargain**

THE CUSTOMER ACKNOWLEDGES THAT ACS HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**7.0 Insurance**

Insurance coverage shall be in accordance with Section 9.N. of Appendix A to DIR Contract No. DIR-SDD-1647.

**8.0 Force Majeure**

Force Majeure shall be in accordance with Section 10.C. of Appendix A to DIR Contract No. DIR-SDD-1647.

**9.0 Ownership of Data and Software**

Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data created and/or acquired by use of the System. Customer may duplicate the data entered into the System on magnetic media. Customer will retain ownership of all data created by the use of the System as stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used). ACS retains all rights to its software, and Customer may only use such software pursuant to ACS' License Agreement. ACS does not have any obligation to convert or transfer any data to any other format, to allow use of its software other than as set forth in the Statement of Work (Exhibit "A"), or as required pursuant to the License Agreement.

## 10.0 Confidential Information

The Parties acknowledge that in the course of performing their responsibilities under this Agreement, they may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party. To the extent consistent with the Texas Public Information Act, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement.

Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party;
- (b) was known to the receiving Party as of the time of its disclosure;
- (c) is independently developed by the receiving Party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party;
- (e) is required to be disclosed pursuant to court order or other governmental authority, whereupon the receiving Party shall provide notice to the disclosing Party so as to allow the disclosing Party to take appropriate steps to protect its interests; or
- (f) is required to be disclosed by the Texas Public Information Act.

## 11.0 Termination

**Termination** shall be in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-SDD-1647.

## 12.0 Miscellaneous

**12.1 Governing Law and Venue:** All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Texas. All Disputes will be resolved in

accordance with Section 10.A. of Appendix A to DIR Contract No. DIR-SDD-1647. The Parties hereby submit and consent to the exclusive jurisdiction of any state court located in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

- 12.2 Equitable Remedies:** To the extent authorized by Texas law and Constitution, the Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.
- 12.3 Integration:** DIR Contract No. DIR-SDD-1647, this Agreement and the attached exhibits and the related License Agreement constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of DIR Contract No. DIR-SDD-1647, this Agreement and any attached exhibit, the terms of DIR Contract No. DIR-SDD1647, then this Agreement, and then any attached exhibit shall prevail.
- 12.4 Notices:** Notices shall be in accordance with Section 11.A. of Appendix A to DIR Contract No. DIR-SDD-1647.
- 12.5 Assignment:** Assignment shall be in accordance with Section 4.D. of Appendix A to DIR Contract No. DIR-SDD-1647.
- 12.6 Modification:** This Agreement can be modified by written documentation signed by both Parties.
- 12.7 Waiver:** A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.
- 12.8 Taxes:** As per Section 151.309, Texas Tax Code, governmental Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, governmental Customers are exempt from Federal Excise Taxes, 26 United States Code 4253 (i) and (ii).
- 12.9 Independent Contractor Status:** Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for Customer under this Agreement. At no time during the performance of this Agreement, or within one year from any termination or the contract expiration, shall the Customer solicit and hire any of ACS's employees. Nothing herein shall operate to preclude a party from advertising employment opportunities to the general public and entertain candidates there from.
- 12.10 Attachments:** Attached to and made part of the Agreement are the following:

EXHIBIT "A" Statement of Work  
EXHIBIT "B" Compensation and Payment Provisions

**12.11 Further Documentation:** The Parties agree to promptly execute such other and further documents and agreements (including the License Agreement) as may be reasonably necessary or advisable to effectuate the terms of this Agreement.

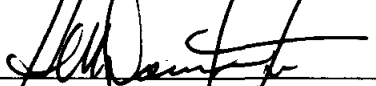
**12.12 Survival:** The terms of Sections 6 (Limitation of Liability), 9 (Ownership of Data and Software), and 10 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ACS STATE & LOCAL SOLUTIONS, INC.

NAVARRO COUNTY, TEXAS

By: 

By: 

Name: Hubert P. Auburn, Vice President

Name: H.M. DAVENTON, Jr.

Date: 8/12/11

Date: 8/12/11



**EXHIBIT B**  
**ACS Department Of Information Resources (DIR) Contract # 1647**  
**COMPENSATION AND PAYMENT PROVISION**

**Probate Records Conversion Project.**

It is estimated there are approximately 68,000 pages and 23,500 documents (cases) to be re-indexed. Accordingly, ACS estimates the costs of re-indexing, digitizing of records and loading to the computer system as follows:

<b>On Site Scanning Photostat Books</b> Approximately 38,400 pages @ \$0.36	<b>\$ 13,824</b>
<b>On-Site Scanning Handwritten/Typed/Xeroxed</b> Approximately 187,800 pages @ \$0.16	30,048
<b>Re-indexing of Probate Minutes Vol A to Vol 89 (1998)</b> Approximately 17,900 probate cases	25,955
<b>Importing, linking new data to computer</b> Approximately 226,200 images @ \$0.039	8,822
<b>Estimated total</b>	<b>\$ 78,649</b>

These services and products are priced utilizing the ACS Texas Department of Information Resources State contract number DIR-SDD-1647.

Document quantities used on this proposal are estimates. Final billing will be adjusted, up or down, according to the actual number of instruments re-indexed and images converted. ACS will provide a detailed inventory of records converted at the completion of the project.

<b>Birth Records Conversion Project.</b>				
<b>Birth Certificates</b>	<b>Unit</b>	<b>Volume</b>	<b>Price</b>	<b>Total</b>
Scanning of loose pages & loose bound book (includes image tagging and loading)	pages	84149	\$0.21	\$17,671.29
Scanning of Bound books	pages	2304	\$0.44	\$1,013.76
Scanning of Oversize index books (includes image tagging, loading and enhancement)	pages	3150	\$0.55	\$1,732.50
Splitting of multi Certificates on a page	certificates	7544	\$0.12	\$905.28
Indexing of City & Navarro County certificates – Typed	certificates	83511	\$1.35	\$112,739.85
Indexing of City & Navarro County certificates – Hand Written	certificates	7544	\$2.45	\$18,482.80
Virtual Book Module for ACS 20/20 system				\$2,500.00
16mm security Microfilm	images	91055	\$0.05	\$4,461.70
<b>Total</b>				<b>\$159,507.18</b>
These quantities are best estimates. Final invoicing will be adjusted up or down based on the actual number of records converted and indexed				

ACS will begin this project within 60 days of approval by Navarro County. The approximate total for both projects is \$238,156. ACS will invoice Navarro County over two (2) years in 8 quarterly payments of \$29,769 each for the estimated total of both projects combined. The final invoice, or eighth payment will be adjusted up or down according to the actual number of records converted and indexed. First invoice will be issued within 30 days after project approval by Navarro County.

**EXHIBIT A**  
**ACS Department Of Information Resources (DIR) Contract # 1647**  
**STATEMENT OF WORK**

This Statement of Work is for Products and Services ("Agreement") between ACS State and Local Solutions Inc. ("ACS") and Navarro County, Texas ("Client").

**SECTION 1 - SCOPE OF SERVICES - Birth Records Project**

**ACS RESPONSIBILITIES**

ACS shall perform the following Services for Client:

**Project Overview and Methodology**

ACS is pleased to propose a solution that combines advanced technology, the highest quality professional document conversion and computer indexing services with proven, best-of-breed solutions for timely and convenient access to information needed for efficient operations. Our proposal includes on-site scanning of original birth records, off-site indexing and quality assurance services supported by our experienced, well-qualified staff. Our team understands the importance of this project and will commit our efforts fully to meet the expectations of your organization.

The included inventory denotes an estimate of the total number of loose birth records that are typed, bound books and the master paper index that is still currently in use by Navarro County. It is our intent to scan the typed written birth certificates and utilize the County birth bound book copy that is located in your basement to fill in any missing certificates. Any unaccounted for County certificate numbers will be reported to the county.

As there is no backup copy of the City births for Corsicana and Kerns the existing images will constitute what is scanned and added to the system. ACS will provide a list of missing birth certificate numbers for these volumes to the county.

All images will be indexed and loaded to the ACS 20/20 system that is in place within the county. The indexing will utilize the counties current rule set for the needed index fields and the designate length of those fields.

We recognize the enormous responsibility it takes to process and maintain these official documents, and have provided a straight forward solution with built in data integrity and redundancy features. Our global experience and expertise, as well as our years of partnership with and knowledge of our customers, enables ACS to provide a proven solution that will not fail.

**Schedule/Timeline**

ACS will furnish deliverables in a proportionally equal method for all deliverable images and corresponding indexes over a TWO year period beginning within 60 days following your approval and a signed sales order. ACS will invoice this project over 2 years in equal quarterly invoices.

**File Prepping of Paper Items**

Once the paper birth records are ready to be prepped, an ACS prepping staff member will take a series of items from the Navarro County Clerks file drawers or other designated location within the Clerk's office. The staff member will bring the box to the Navarro County provided ACS work area.

ACS will perform the required prepping procedures to ensure that the documents are "scanner ready". This includes creating batches of 25 – 30 files per batch for loose paper documents and a single book per batch for all book conversions. We will remove the pages from the cabinets and any binding device and a batch cover sheet will be placed at the beginning of every batch or book to be scanned. All staples and paper clips will be removed from documents and all torn edges or damaged paper will be repaired. All folded edges will be unfolded and left flat in prepped files. Documents determined to be too thin for proper capture will be photocopied to enable capture. Documents determined to be questionable for scan quality will be stamped "BC" or otherwise annotated as the "best copy" obtainable.

**Image Scanning**

For loose birth certificates ACS will utilize our existing high volume production scanners to ensure a high quality image of the Navarro County documents. The scanners provide Adaptive Threshold Processing. This along with

ACS' proven internal capture software will enhance document quality and provide other processing features such as black border removal, de-skewing, de-speckling and cropping.

1. As each certificate is scanned, the scanner operator will add a control system entry indicating, total pages scanned, date of scanning, and scan station number. Document numbers are compared to system generated number as the pages are scanned and the operator notes any discrepancy in the control system. This identifies any missing or alpha suffixed document numbers.
2. Missing birth certificates will be located in the Master Birth Record book collection and inserted as needed into the proper location within a given batch.
3. During scanning the operator will monitor image quality and rescan any documents of less than desirable quality. If necessary the technician will use ACS image-correction software to sharpen grayscale images and convert to 200 DPI Tiff images. The result will be digital images of the highest and most consistent quality.
4. After scanning, images will be reviewed again to ensure the overall quality of the scanned images and that all corresponding microfilm images have been scanned and post-processed, quality reviewed with 100 % image inspection, and numbered according to required format.
5. Images will be organized as batches by document number record, book name, volume and page within a directory with the directory name being the book name.
6. Electronic images will be processed for file naming and final quality assurance (QA). Any files failing QA will be rescanned and reprocessed. These reprocessed images will be reviewed by management to verify that best effort has been applied to each questionable image with the resulting image being of the highest image quality possible from the original image scanned.

### **Image Cropping and Frame Splitting**

Cropping of images is held to a minimum with only excessive black borders minimized. At no time is a frame cropped past the edge of the actual frame size. Auto cropping in the scanning software is set to its minimum level. With all scanned images site verified at least four times to avoid over cropped frames.

All image splitting of multi page frames on a single image is handled as part of the normal QA procedure. This is a truly manual process in which the QA operator identifies and splits multi image frames. This splitting in the case of two images on a given page results in two unique images that require separate index pointers. In the case of older typed and handwritten documents that are related to birth amendments and corrections, the splitting process is utilized to merge partial pages with the appropriate corresponding documents.

### **Indexing**

All records will be indexed using a process that includes double entry. The record will first be indexed by an ACS technician. A different ACS technician will then verify the indexed record with the original image. Any discrepancies between the first entry and the verification will then be resolved from the document.

The indexing work of all ACS personnel is verified against the scanned image of the original documents. This "extra-mile" verification step assures Navarro County of a quality-oriented process and of an index that is thorough, consistent and precise.

### **Indexing and Validation**

ACS laboratory technicians at computer workstations will use special software that displays each page image and its associated data fields side by side. Fields displayed include book type, volume, page identifier, scan date, scan station number and user id. The technicians will enter the image's index per Navarro County 20/20 system specifications while viewing the document images. The resulting index is an accurate representation of each file. Index data is verified in the same manner; a different operator views each image and enters any corrections.

1. During indexing, the images are again checked for clarity, alignment, contrast and DPI. Any discrepancies are repaired, or rescanned as necessary. Additionally, pages are checked to ensure all pages from the volume are captured and every document is complete.
2. The images and index data are sent to our QA area for thorough inspection of the scanned images and index.
3. Each step of the process; entry, verification and QA is entered into the control system as an item is processed, so that progress is recorded and status is current at all times.

All Navarro indexing requirements and formatting will be performed exactly as required for the ACS 20/20 Systems and will cover all instrument provided key fields such as 1) Father's Name 2) Mother's Name 3) Infants Name 4) Date of Birth 5) Recorded Volume and Page Number 6) Instrument Number.

#### **Quality Assurance (QA)**

The successful accomplishment of the County's imaging and index capture program hinges on providing quality services. We strive to provide the highest quality services available to the County by employing Quality Control/Quality Assurance methods and programs that far exceed typical industry standards.

Our quality assurance methodology ensures that rework is minimized and deliverables are received by the customer on time. Standard within the ACS workflow process is an integrated Quality Assurance component. This component allows for random programmatic selection of work to be reviewed by the Quality Team. The reporting process quickly identifies both production issues and any problems with individual operators, allowing quality management to determine the true root cause of errors.

The completed image and index data streams are sent to our QA area for thorough inspection. Every scanned document/page will be checked for clarity, alignment, contrast and DPI to ensure image quality. Additionally, each page is checked to ensure that all pages from the batch are captured and every document is complete. If any work is below standards, the pages are reworked and the problems corrected.

ACS stands behind every image scanned with a guarantee that the quality of the product we deliver is the best image possible from the original scanned document.

## Inventory of Birth Certificates

## County Loose by Volume - 61,813 Birth Certificates - Typed size is 8.5 x 11" maximum

Volume	Pages	Volume	Pages
1 - 65 @ 640 per vol	42,240	79	493
66	2,583	80	95
67	664	81	900
68	468	82	750
69	854	83	749
70	740	84	892
71	850	85	736
72	853	86	880
73	1,025	87	850
74	900	88	877
75	885	89	50
76	896		
77	900		
78	683		

Any missing county birth certificates may have a book copy available in courthouse basement that can be used to fill in the needed items (these books may not include all addendums and changes that are on the loose certificates)

## City Births - Loose by Year - 21,060 Birth Certificates - Typed - size is 8.5 x 11" maximum

Year	Pages	Year	Pages	Year	Pages
1934	300	1951	500	1968	500
1935	850	1952	750	1969	350
1936	300	1953	800	1970	400
1937	360	1954	800	1971	600
1938	400	1955	850	1972	150
1939	350	1956	750		
1940	400	1957	450		
1941	500	1958	550		
1942	500	1959	650		
1943	600	1960	850		
1944	700	1961	850		
1945	400	1962	700		
1946	500	1963	500		
1947	700	1964	500		
1948	700	1965	600		
1949	700	1966	400		
1950	500	1967	350		

Note: There is no backup of primary source certificates for city births.

## Bound Books - 2,942 pages - 7,544 Split images

Book description	No. Pages	Hand Written	Splitting Needed	Binding Type
<b>Corsicana City birth</b>				
1918-1924	830	2,490	3 up	Bound
1924-1928	830	2,490	3 up	Bound
1924-1928	638	1,276	2 up	Loose Bound
<b>Kerns City Birth</b>	644	1,288	2 up	Bound

**Oversize Index Books – Unbound - Inception to 2006 - 3,150 images**

**Scanned for County reference – VIRTUAL BOOK Format on 20/20**

Corsicana County      3 books with Page size of 16" x 18" - 1,050 images per book

## **SECTION 2 - SCOPE OF SERVICES - Probate Records Project**

### **ACS RESPONSIBILITIES**

ACS shall perform the following Services for Client:

#### **Probate Minutes Computerized Re-indexing**

- Records will be re-indexed using the same quality and data entry standards as current indexing.
- Re-indexed records will be imported and merged to the ACS 20/20 computer system.
- Re-indexed records will be printed and installed in new binders.
- Any missing cases will be researched/verified and reported.
- All new data (index and images) imported to Navarro County system.
- Project management through completion.

#### **On-Site Digitizing of Original Records**

- On site scanning of original record books.
- Preparation of record books for scanning.
- Visual quality checks of each converted image.
- Individual images enhanced and reversed as required.
- Index each image by book/volume/page and number.
- Computer check for missing pages.
- Includes hardware/server upgrades to store and process the new images.
- Project Management.
- Final images will be matched to re-indexed data and imported to Navarro County ACS 20/20 server.

The photostat books require special processes to ensure a high quality conversion. Accordingly, ACS will use our proprietary "Digital Magic" software for these Navarro County records. ACS developed the Digital Magic process specifically for the image capture and conversion of poor quality originals such as old photostat books. This process scans the record books in 8-bit greyscale JPG format. The software calculates a histogram on each image to automatically analyze the images by zones in order to produce an image with uniform density. The JPG image is then converted to produce a Group 4 compressed Bi-Tonal TIFF, 300 DPI image. Every image is then reviewed by an operator to check for quality and general readability to ensure that each image is converted at an optimum density. If any area on the image is not readable, that area will be manually selected and re-converted using new parameters. Digital Magic includes the services listed above for our regular scanning and the following specifications for conversion and quality control:

- Photostat images will be reversed white on black into black on white.
- Black borders, speckles and other image imperfections are detected, cleaned or removed.
- Edge detection and removal.
- Only selected areas of the image are Re-converted
- Crop, zoom, rotate or invert
- Produce "greyscale" to allow viewing density adjustments

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**INFORMATION TECHNOLOGY AGREEMENT  
UNDER DIR CONTRACT No. DIR-SDD-1647**

**ACS STATE & LOCAL SOLUTIONS, INC.  
AND  
NAVARRO COUNTY, TEXAS**

THIS AGREEMENT for information technology products and services (hereafter the "Agreement") is entered into this 12 day of Sept, 2011 (hereafter the "Effective Date") by and between NAVARRO COUNTY, TX, a governmental entity (hereafter referred to as the "Customer"), and ACS STATE & LOCAL SOLUTIONS, INC., a New York corporation, with its principal place of business located at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereafter "ACS"), referred to individually as Party and collectively as Parties.

WHEREAS, ACS entered into Contract No. DIR-SDD-1647 with the State of Texas, Department of Information Resources and is eligible to provide services to DIR Customers, including Customers hereunder; and

WHEREAS, the Customer and ACS now wish to enter into an Agreement to deliver the proposed software and related services in accordance with the terms of DIR Contract No. DIR-SDD-1647 the ACS Proposal for Computer Indexing and Electronic Conversion of Navarro County Birth Records dated June 13, 2011.

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

**10 Products and Services**

**1.1 Work Requirements:** In consideration for the payments described in Section 2.0 hereof, ACS will provide Customer with the products and services described in the statement of work and schedule annexed hereto as Exhibit "A".

**1.2 Application System Software:** ACS shall deliver to Customer a software license for all ACS-owned application system software modules described in Exhibit "A" (hereafter the "Application System Software" or "System"), in accordance with the terms of the ACS Software License Agreement, Appendix D to DIR Contract No. DIRSDD-1647, ("License Agreement"), which shall be executed by Customer simultaneously with this Agreement.

**1.3 Third-Party Software:** Exhibit "A" fully sets out the third-party software components associated with this Agreement. Rights to commercial-off-the-shelf software products provided by third-party software vendors may be subject to licensing provisions of those third-party software vendors, which licenses the Customer hereby accepts.

**2.0 Compensation and Payment Provisions**

The Customer shall make payments to ACS for the products and services in the amount set forth in the payment schedule attached hereto as Exhibit "B". All pricing shall be consistent with DIR Contract No. DIR-SDD-1647. All payments shall be made in accordance with Section 7.C. of Appendix A to DIR Contract No. DIR-SDD-1647.

### 3.0 Term

The initial term of this Agreement will begin on the Effective Date and will remain in effect for a period of one year or until the project is complete, whichever comes first.

### 4.0 Warranty

#### 4.1 Limited Application System Software Warranty

ACS warrants that the Application System Software furnished by ACS pursuant to this Agreement will be free from material errors that would prevent the substantial operational features of the System from functioning when used properly under normal conditions. This warranty is valid for a period of ninety (90) days from the date of System installation. This Application System Software warranty shall not cover, and shall be void as to, any hardware or commercial off-the-shelf software components. In addition, the Application System Software warranty shall not cover: 1) any components for which maintenance has been performed by a third party not authorized by ACS; 2) any components that have been damaged through the negligence or misconduct of parties other than ACS or its employees or agents; 3) any components which have been damaged as a result of Customer's failure to operate them in accordance with the ACS's operating instructions; or 4) failures due to force majeure, or exposure to unusual physical or electrical stress.

In the event that any Application System Software provided under this Agreement is found to be defective, Customer shall provide prompt written notice to ACS identifying such defect or defects with specificity. ACS will be provided a reasonable opportunity to investigate the matter, and to verify the existence of such defect(s). Upon ACS's verification of the claimed defect(s), Customer shall be entitled to any of the following remedies, as determined by ACS in its discretion: a) repair, b) replacement, c) other correction of the defective item at ACS's expense, or d) an equitable adjustment in the contract price. The Parties intend that any of the foregoing remedies shall constitute a complete and satisfactory remedy in the event of a covered defect, and that such remedies shall constitute the sole and exclusive remedies available to Customer for breach of ACS's Application System Software warranty.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE TO CUSTOMER EXCLUSIVELY AND IS IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SYSTEM SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE APPLICATION SYSTEM SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED APPLICATION SYSTEM SOFTWARE WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.



**4.2 Limited Warranty on Commercial off-the-Shelf Software**

To the maximum extent allowable by third-party commercial off-the-shelf vendors, ACS shall pass-through to the Customer all manufacturers' warranties provided by third-party commercial off-the-shelf software vendors for materials furnished under this Agreement. ACS shall provide all standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS makes no other warranties whatsoever, express or implied, with regard to the commercial off-the-shelf software, in whole or in part. ACS explicitly disclaims all warranties of merchantability and fitness for a particular purpose.

**4.3 Data Backup:** Customer will be responsible for backing up all software and data contained in the System on a regular basis, and prior to ACS providing warranty or maintenance services under this Agreement. Under no circumstances will ACS be responsible for the loss of data or software.

**5.0 Indemnification by Contactor** shall be in accordance with Section 9.A. of Appendix A to DIR Contract No. DIR-SDD-1647.

**6.0 Limitation of Liability**

**6.1** Limitation of Liability shall be in accordance with Section 9.K. of Appendix A to DIR Contract No. DIR-SDD-1647.

**6.2 Basis of the Bargain**

THE CUSTOMER ACKNOWLEDGES THAT ACS HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**7.0 Insurance**

Insurance coverage shall be in accordance with Section 9.N. of Appendix A to DIR Contract No. DIR-SDD-1647.

**8.0 Force Majeure**

Force Majeure shall be in accordance with Section 10.C. of Appendix A to DIR Contract No. DIR-SDD-1647.

**9.0 Ownership of Data and Software**

Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data created and/or acquired by use of the System. Customer may duplicate the data entered into the System on magnetic media. Customer will retain ownership of all data created by the use of the System as stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used). ACS retains all rights to its software, and Customer may only use such software pursuant to ACS' License Agreement. ACS does not have any obligation to convert or transfer any data to any other format, to allow use of its software other than as set forth in the Statement of Work (Exhibit "A"), or as required pursuant to the License Agreement.

## 10.0 Confidential Information

The Parties acknowledge that in the course of performing their responsibilities under this Agreement, they may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party. To the extent consistent with the Texas Public Information Act, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement.

Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party;
- (b) was known to the receiving Party as of the time of its disclosure;
- (c) is independently developed by the receiving Party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party;
- (e) is required to be disclosed pursuant to court order or other governmental authority, whereupon the receiving Party shall provide notice to the disclosing Party so as to allow the disclosing Party to take appropriate steps to protect its interests; or
- (f) is required to be disclosed by the Texas Public Information Act.

## 11.0 Termination

**Termination** shall be in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-SDD-1647.

## 12.0 Miscellaneous

**12.1 Governing Law and Venue:** All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Texas. All Disputes will be resolved in

accordance with Section 10.A. of Appendix A to DIR Contract No. DIR-SDD-1647. The Parties hereby submit and consent to the exclusive jurisdiction of any state court located in Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

- 12.2 Equitable Remedies:** To the extent authorized by Texas law and Constitution, the Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.
- 12.3 Integration:** DIR Contract No. DIR-SDD-1647, this Agreement and the attached exhibits and the related License Agreement constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of DIR Contract No. DIR-SDD-1647, this Agreement and any attached exhibit, the terms of DIR Contract No. DIR-SDD1647, then this Agreement, and then any attached exhibit shall prevail.
- 12.4 Notices:** Notices shall be in accordance with Section 11.A. of Appendix A to DIR Contract No. DIR-SDD-1647.
- 12.5 Assignment:** Assignment shall be in accordance with Section 4.D. of Appendix A to DIR Contract No. DIR-SDD-1647.
- 12.6 Modification:** This Agreement can be modified by written documentation signed by both Parties.
- 12.7 Waiver:** A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.
- 12.8 Taxes:** As per Section 151.309, Texas Tax Code, governmental Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, governmental Customers are exempt from Federal Excise Taxes, 26 United States Code 4253 (i) and (ii).
- 12.9 Independent Contractor Status:** Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for Customer under this Agreement. At no time during the performance of this Agreement, or within one year from any termination or the contract expiration, shall the Customer solicit and hire any of ACS's employees. Nothing herein shall operate to preclude a party from advertising employment opportunities to the general public and entertain candidates there from.
- 12.10 Attachments:** Attached to and made part of the Agreement are the following:

EXHIBIT "A" Statement of Work  
EXHIBIT "B" Compensation and Payment Provisions


**12.11 Further Documentation:** The Parties agree to promptly execute such other and further documents and agreements (including the License Agreement) as may be reasonably necessary or advisable to effectuate the terms of this Agreement.


**12.12 Survival:** The terms of Sections 6 (Limitation of Liability), 9 (Ownership of Data and Software), and 10 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ACS STATE & LOCAL SOLUTIONS, INC.

NAVARRO COUNTY, TEXAS

By: 

By: 

Name: Hubert P. Auburn, Vice President

Name: H.M. DAVENPORT, Jr.

Date: 8/12/11

Date: 8/12/11

**EXHIBIT A**  
**ACS Department Of Information Resources (DIR) Contract # 1647**  
**STATEMENT OF WORK**

This Statement of Work is for Products and Services ("Agreement") between ACS State and Local Solutions Inc. ("ACS") and Navarro County, Texas ("Client").

**SECTION 1 - SCOPE OF SERVICES - Birth Records Project**

**ACS RESPONSIBILITIES**

ACS shall perform the following Services for Client:

**Project Overview and Methodology**

ACS is pleased to propose a solution that combines advanced technology, the highest quality professional document conversion and computer indexing services with proven, best-of-breed solutions for timely and convenient access to information needed for efficient operations. Our proposal includes on-site scanning of original birth records, off-site indexing and quality assurance services supported by our experienced, well-qualified staff. Our team understands the importance of this project and will commit our efforts fully to meet the expectations of your organization.

The included inventory denotes an estimate of the total number of loose birth records that are typed, bound books and the master paper index that is still currently in use by Navarro County. It is our intent to scan the typed written birth certificates and utilize the County birth bound book copy that is located in your basement to fill in any missing certificates. Any unaccounted for County certificate numbers will be reported to the county.

As there is no backup copy of the City births for Corsicana and Kerns the existing images will constitute what is scanned and added to the system. ACS will provide a list of missing birth certificate numbers for these volumes to the county.

All images will be indexed and loaded to the ACS 20/20 system that is in place within the county. The indexing will utilize the counties current rule set for the needed index fields and the designate length of those fields.

We recognize the enormous responsibility it takes to process and maintain these official documents, and have provided a straight forward solution with built in data integrity and redundancy features. Our global experience and expertise, as well as our years of partnership with and knowledge of our customers, enables ACS to provide a proven solution that will not fail.

**Schedule/Timeline**

ACS will furnish deliverables in a proportionally equal method for all deliverable images and corresponding indexes over a TWO year period beginning within 60 days following your approval and a signed sales order. ACS will invoice this project over 2 years in equal quarterly invoices.

**File Prepping of Paper Items**

Once the paper birth records are ready to be prepped, an ACS prepping staff member will take a series of items from the Navarro County Clerks file drawers or other designated location within the Clerk's office. The staff member will bring the box to the Navarro County provided ACS work area.

ACS will perform the required prepping procedures to ensure that the documents are "scanner ready". This includes creating batches of 25 – 30 files per batch for loose paper documents and a single book per batch for all book conversions. We will remove the pages from the cabinets and any binding device and a batch cover sheet will be placed at the beginning of every batch or book to be scanned. All staples and paper clips will be removed from documents and all torn edges or damaged paper will be repaired. All folded edges will be unfolded and left flat in prepped files. Documents determined to be too thin for proper capture will be photocopied to enable capture. Documents determined to be questionable for scan quality will be stamped "BC" or otherwise annotated as the "best copy" obtainable.

**Image Scanning**

For loose birth certificates ACS will utilize our existing high volume production scanners to ensure a high quality image of the Navarro County documents. The scanners provide Adaptive Threshold Processing. This along with

ACS' proven internal capture software will enhance document quality and provide other processing features such as black border removal, de-skewing, de-speckling and cropping.

1. As each certificate is scanned, the scanner operator will add a control system entry indicating, total pages scanned, date of scanning, and scan station number. Document numbers are compared to system generated number as the pages are scanned and the operator notes any discrepancy in the control system. This identifies any missing or alpha suffixed document numbers.
2. Missing birth certificates will be located in the Master Birth Record book collection and inserted as needed into the proper location within a given batch.
3. During scanning the operator will monitor image quality and rescan any documents of less than desirable quality. If necessary the technician will use ACS image-correction software to sharpen grayscale images and convert to 200 DPI Tiff images. The result will be digital images of the highest and most consistent quality.
4. After scanning, images will be reviewed again to ensure the overall quality of the scanned images and that all corresponding microfilm images have been scanned and post-processed, quality reviewed with 100 % image inspection, and numbered according to required format.
5. Images will be organized as batches by document number record, book name, volume and page within a directory with the directory name being the book name.
6. Electronic images will be processed for file naming and final quality assurance (QA). Any files failing QA will be rescanned and reprocessed. These reprocessed images will be reviewed by management to verify that best effort has been applied to each questionable image with the resulting image being of the highest image quality possible from the original image scanned.

#### **Image Cropping and Frame Splitting**

Cropping of images is held to a minimum with only excessive black borders minimized. At no time is a frame cropped past the edge of the actual frame size. Auto cropping in the scanning software is set to its minimum level. With all scanned images site verified at least four times to avoid over cropped frames.

All image splitting of multi page frames on a single image is handled as part of the normal QA procedure. This is a truly manual process in which the QA operator identifies and splits multi image frames. This splitting in the case of two images on a given page results in two unique images that require separate index pointers. In the case of older typed and handwritten documents that are related to birth amendments and corrections, the splitting process is utilized to merge partial pages with the appropriate corresponding documents.

#### **Indexing**

All records will be indexed using a process that includes double entry. The record will first be indexed by an ACS technician. A different ACS technician will then verify the indexed record with the original image. Any discrepancies between the first entry and the verification will then be resolved from the document.

The indexing work of all ACS personnel is verified against the scanned image of the original documents. This "extra-mile" verification step assures Navarro County of a quality-oriented process and of an index that is thorough, consistent and precise.

#### **Indexing and Validation**

ACS laboratory technicians at computer workstations will use special software that displays each page image and its associated data fields side by side. Fields displayed include book type, volume, page identifier, scan date, scan station number and user id. The technicians will enter the image's index per Navarro County 20/20 system specifications while viewing the document images. The resulting index is an accurate representation of each file. Index data is verified in the same manner; a different operator views each image and enters any corrections.

1. During indexing, the images are again checked for clarity, alignment, contrast and DPI. Any discrepancies are repaired, or rescanned as necessary. Additionally, pages are checked to ensure all pages from the volume are captured and every document is complete.
2. The images and index data are sent to our QA area for thorough inspection of the scanned images and index.
3. Each step of the process; entry, verification and QA is entered into the control system as an item is processed, so that progress is recorded and status is current at all times.

All Navarro indexing requirements and formatting will be performed exactly as required for the ACS 20/20 Systems and will cover all instrument provided key fields such as 1) Father's Name 2) Mother's Name 3) Infants Name 4) Date of Birth 5) Recorded Volume and Page Number 6) Instrument Number.

#### **Quality Assurance (QA)**

The successful accomplishment of the County's imaging and index capture program hinges on providing quality services. We strive to provide the highest quality services available to the County by employing Quality Control/Quality Assurance methods and programs that far exceed typical industry standards.

Our quality assurance methodology ensures that rework is minimized and deliverables are received by the customer on time. Standard within the ACS workflow process is an integrated Quality Assurance component. This component allows for random programmatic selection of work to be reviewed by the Quality Team. The reporting process quickly identifies both production issues and any problems with individual operators, allowing quality management to determine the true root cause of errors.

The completed image and index data streams are sent to our QA area for thorough inspection. Every scanned document/page will be checked for clarity, alignment, contrast and DPI to ensure image quality. Additionally, each page is checked to ensure that all pages from the batch are captured and every document is complete. If any work is below standards, the pages are reworked and the problems corrected.

ACS stands behind every image scanned with a guarantee that the quality of the product we deliver is the best image possible from the original scanned document.

## Inventory of Birth Certificates

## County Loose by Volume - 61,813 Birth Certificates - Typed size is 8.5 x 11" maximum

Volume	Pages	Volume	Pages
1 - 65 @ 640 per vol	42,240	79	493
66	2,583	80	95
67	664	81	900
68	468	82	750
69	854	83	749
70	740	84	892
71	850	85	736
72	853	86	880
73	1,025	87	850
74	900	88	877
75	885	89	50
76	896		
77	900		
78	683		

Any missing county birth certificates may have a book copy available in courthouse basement that can be used to fill in the needed items (these books may not include all addendums and changes that are on the loose certificates)

## City Births - Loose by Year - 21,060 Birth Certificates - Typed - size is 8.5 x 11" maximum

Year	Pages	Year	Pages	Year	Pages
1934	300	1951	500	1968	500
1935	850	1952	750	1969	350
1936	300	1953	800	1970	400
1937	360	1954	800	1971	600
1938	400	1955	850	1972	150
1939	350	1956	750		
1940	400	1957	450		
1941	500	1958	550		
1942	500	1959	650		
1943	600	1960	850		
1944	700	1961	850		
1945	400	1962	700		
1946	500	1963	500		
1947	700	1964	500		
1948	700	1965	600		
1949	700	1966	400		
1950	500	1967	350		

Note: There is no backup of primary source certificates for city births.

## Bound Books - 2,942 pages - 7,544 Split images

Book description	No. Pages	Hand Written	Splitting Needed	Binding Type
<b>Corsicana City birth</b>				
1918-1924	830	2,490	3 up	Bound
1924-1928	830	2,490	3 up	Bound
1924-1928	638	1,276	2 up	Loose Bound
<b>Kerns City Birth</b>	644	1,288	2 up	Bound



**Oversize Index Books – Unbound - Inception to 2006 - 3,150 images**

**Scanned for County reference – VIRTUAL BOOK Format on 20/20**

Corsicana County            3 books with Page size of 16" x 18" - 1,050 images per book

## **SECTION 2 - SCOPE OF SERVICES - Probate Records Project**

### **ACS RESPONSIBILITIES**

ACS shall perform the following Services for Client:

#### **Probate Minutes Computerized Re-indexing**

- Records will be re-indexed using the same quality and data entry standards as current indexing.
- Re-indexed records will be imported and merged to the ACS 20/20 computer system.
- Re-indexed records will be printed and installed in new binders.
- Any missing cases will be researched/verified and reported.
- All new data (index and images) imported to Navarro County system.
- Project management through completion.

#### **On-Site Digitizing of Original Records**

- On site scanning of original record books.
- Preparation of record books for scanning.
- Visual quality checks of each converted image.
- Individual images enhanced and reversed as required.
- Index each image by book/volume/page and number.
- Computer check for missing pages.
- Includes hardware/server upgrades to store and process the new images.
- Project Management.
- Final images will be matched to re-indexed data and imported to Navarro County ACS 20/20 server.

The photostat books require special processes to ensure a high quality conversion. Accordingly, ACS will use our proprietary "Digital Magic" software for these Navarro County records. ACS developed the Digital Magic process specifically for the image capture and conversion of poor quality originals such as old photostat books. This process scans the record books in 8-bit greyscale JPG format. The software calculates a histogram on each image to automatically analyze the images by zones in order to produce an image with uniform density. The JPG image is then converted to produce a Group 4 compressed Bi-Tonal TIFF, 300 DPI image. Every image is then reviewed by an operator to check for quality and general readability to ensure that each image is converted at an optimum density. If any area on the image is not readable, that area will be manually selected and re-converted using new parameters. Digital Magic includes the services listed above for our regular scanning and the following specifications for conversion and quality control:

- Photostat images will be reversed white on black into black on white.
- Black borders, speckles and other image imperfections are detected, cleaned or removed.
- Edge detection and removal.
- Only selected areas of the image are Re-converted
- Crop, zoom, rotate or invert
- Produce "greyscale" to allow viewing density adjustments

**EXHIBIT B**  
**ACS Department Of Information Resources (DIR) Contract # 1647**  
**COMPENSATION AND PAYMENT PROVISION**

**Probate Records Conversion Project.**

It is estimated there are approximately 68,000 pages and 23,500 documents (cases) to be re-indexed. Accordingly, ACS estimates the costs of re-indexing, digitizing of records and loading to the computer system as follows:

<b>On Site Scanning Photostat Books</b> Approximately 38,400 pages @ \$0.36	<b>\$ 13,824</b>
<b>On-Site Scanning Handwritten/Typed/Xeroxed</b> Approximately 187,800 pages @ \$0.16	30,048
<b>Re-indexing of Probate Minutes Vol A to Vol 89 (1998)</b> Approximately 17,900 probate cases	25,955
<b>Importing, linking new data to computer</b> Approximately 226,200 images @ \$0.039	8,822
<b>Estimated total</b>	<b>\$ 78,649</b>

These services and products are priced utilizing the ACS Texas Department of Information Resources State contract number DIR-SDD-1647.

Document quantities used on this proposal are estimates. Final billing will be adjusted, up or down, according to the actual number of instruments re-indexed and images converted. ACS will provide a detailed inventory of records converted at the completion of the project.

<b>Birth Records Conversion Project.</b>				
Birth Certificates	Unit	Volume	Price	Total
Scanning of loose pages & loose bound book (includes image tagging and loading)	pages	84149	\$0.21	\$17,671.29
Scanning of Bound books	pages	2304	\$0.44	\$1,013.76
Scanning of Oversize index books (includes image tagging, loading and enhancement)	pages	3150	\$0.55	\$1,732.50
Splitting of multi Certificates on a page	certificates	7544	\$0.12	\$905.28
Indexing of City & Navarro County certificates – Typed	certificates	83511	\$1.35	\$112,739.85
Indexing of City & Navarro County certificates – Hand Written	certificates	7544	\$2.45	\$18,482.80
Virtual Book Module for ACS 20/20 system				\$2,500.00
16mm security Microfilm	images	91055	\$0.05	\$4,461.70
<b>Total</b>				<b>\$159,507.18</b>
These quantities are best estimates. Final invoicing will be adjusted up or down based on the actual number of records converted and indexed				

ACS will begin this project within 60 days of approval by Navarro County. The approximate total for both projects is \$238,156. ACS will invoice Navarro County over two (2) years in 8 quarterly payments of \$29,769 each for the estimated total of both projects combined. The final invoice, or eighth payment will be adjusted up or down according to the actual number of records converted and indexed. First invoice will be issued within 30 days after project approval by Navarro County.

# 26

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**NAVARRO COUNTY COMMISSIONERS' COURT**

Kit Herrington - Precinct 1

Dick Martin - 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**

**WHEREAS**, The Navarro County Commissioners Court finds it is in the best interest of the citizens of Navarro County that the **NAVARRO COUNTY DISTRICT ATTORNEY VICTIM ASSISTANCE COORDINATOR** be operated for the 2012 - 2013.

**WHEREAS**, The Navarro County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor, Criminal Justice Division (CJD) grant application; and

**WHEREAS**, the Navarro County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, the Navarro County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS**, the Navarro County Commissioners Court designates **H.M. Davenport, County Judge**, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED THAT** the Navarro County Commissioners Court approves submission of the grant application for the **NAVARRO COUNTY DISTRICT ATTORNEY VICTIM ASSISTANCE COORDINATOR** to the Office of the Governor, Criminal Justice Division

Signed by:

H.M. Davenport, Navarro County Judge

Passed and Approved this 12<sup>th</sup> day of September 2011

Grant Application Confirmation Number: 2162003

**MINUTES OF A MEETING OF THE  
COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS**

On this, the 12 day of Sept., 2011, at 10:00 o'clock (A.M./P.M.), the Navarro County Commissioners Court met in a properly called and posted public session, pursuant to statutory notice and call, and after having given and posted the required public notice for more than seventy-two (72) hours prior to said meeting, as required by the Texas Open Meeting Law, for the announced purpose of adopting a resolution pertaining to the redistricting of the Commissioners precincts, the Justice of the Peace and Constable Precincts, and changes to the Election Precincts and polling places.

WHEREAS, upon motion duly made and seconded, the following RESOLUTION ADOPTING A PLAN OF REDISTRICTING was passed and adopted .

RESOLVED, that as the Navarro County Commissioners Court, we, subject to the final approval hereof by the Attorney General, Civil Rights Division, Department of Justice, Washington, D.C., under Section 5 of the Voting Rights Act of 1965 as reenacted in 2006, do hereby ADOPT the plan to redistrict and redefine the Commissioners precincts as shown by the documentation contained in EXHIBIT A, attached hereto.

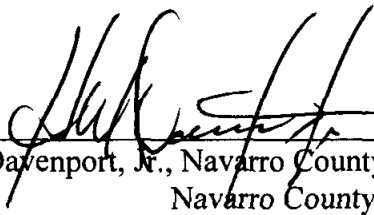
This redistricting will become formally effective on January 2, 2012, and will be used as the basis for conducting the primary elections in March of 2012, and the general election in November of 2012. The Navarro County Commissioners Court therefore instructs its attorneys, David Guinn and Michael Morrison, to submit said redistricting plan for approval to the Attorney General, Civil Rights Division, Department of Justice, Washington D.C., for preclearance under Section 5 of the Voting Rights Act of 1965, as reenacted in 2006. Such approval, when and if made by the Justice Department, should be noted in the Minutes of this Navarro County Commissioners Court by the County Judge H. M. Davenport, Jr.

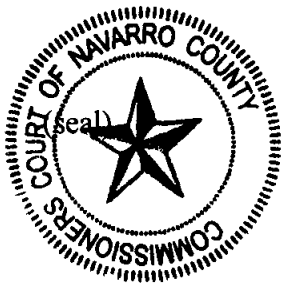
The PROPOSED PLAN OF REDISTRICTING is evidenced by attachments:

- EXHIBIT A: Commissioners Precinct Boundaries
- EXHIBIT B: Proposed Election Precinct Map and Polling Place
- EXHIBIT C: Mandatory Texas Election Code Requirements

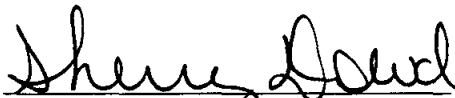
Announcements were made as required by law, and upon motion duly made, seconded and unanimously passed, this meeting of the Navarro County Commissioners Court was ended without the transaction of any further business other than that shown by the foregoing Minutes.

SIGNED this 12<sup>th</sup> day of Sept., 2011.

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

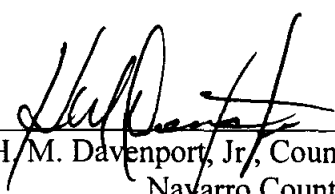


ATTEST:

  
\_\_\_\_\_  
Sherry Dowd, County Clerk  
Navarro County, Texas

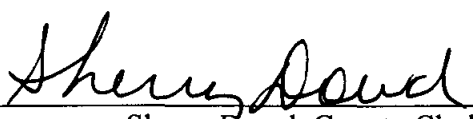
CERTIFICATION

I, H. M. Davenport, Jr., County Judge of Navarro County, Texas, hereby certify that above and foregoing is a true and correct copy of a Resolution adopted by the Navarro County Commissioners Court on the 12 day of Sept, 2011, at 10:00 o'clock (A.M./P.M.).

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

SUBSCRIBED AND SWORN TO BEFORE ME by the said H. M. Davenport, Jr., County Judge of Navarro County, Texas, on this 12 day of Sept., 2011.

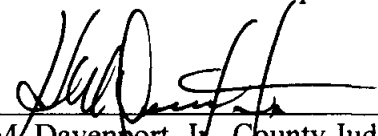


  
\_\_\_\_\_  
Sherry Dowd, County Clerk  
Navarro County, Texas

## EXHIBIT B

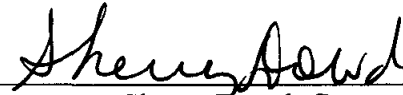
CERTIFICATE OF COMPLIANCE  
WITH SECTION 42.034, TEXAS ELECTION CODE

I, H. M. Davenport, Jr., County Judge of Navarro County, Texas, on this date, in accordance with Section 42.034 of the Texas Election Code, hereby certify that a copy of the court's order changing the county election precinct boundaries has been delivered to the voting registrar, not later than the seventh day after the date the order changing the said election precinct boundaries was adopted.



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

SUBSCRIBED AND SWORN TO BEFORE ME by the said H. M. Davenport, Jr., County Judge of Navarro County, Texas, on this 12 day of Sept, 2011.



Sherry Dowd, County Clerk  
Navarro County, Texas

EXHIBIT A

Navarro County, in accordance with federal and state law, has redistricted the commissioners court boundaries and will be promptly securing preclearance from the United States Department of Justice under Section 5 of the Federal Voting Rights Act. The Texas Election Code § 42.035 also requires that beginning in the first week following the week in which an order changing a county election precinct boundary is adopted, the commissioners court shall publish notice of the change in the newspaper of the county once a week for three consecutive weeks. In accordance with the code requirement, the changes made to Navarro County are as follows:

PRECINCT 1:

- Election Precinct: 101
- Election Precinct: 103
- Election Precinct: 104
- Election Precinct: 105
- Election Precinct: 106
- Election Precinct: 107
- Election Precinct: 108
- Election Precinct: 109

PRECINCT 4:

- Election Precinct: 400
- Election Precinct: 401
- Election Precinct: 402
- Election Precinct: 403
- Election Precinct: 404
- Election Precinct: 405
- Election Precinct: 406

PRECINCT 2:

- Election Precinct: 200
- Election Precinct: 201
- Election Precinct: 202
- Election Precinct: 203
- Election Precinct: 204
- Election Precinct: 205
- Election Precinct: 206

PRECINCT 3:

- Election Precinct: 300
- Election Precinct: 301
- Election Precinct: 303
- Election Precinct: 304
- Election Precinct: 305
- Election Precinct: 306
- Election Precinct: 307
- Election Precinct: 308

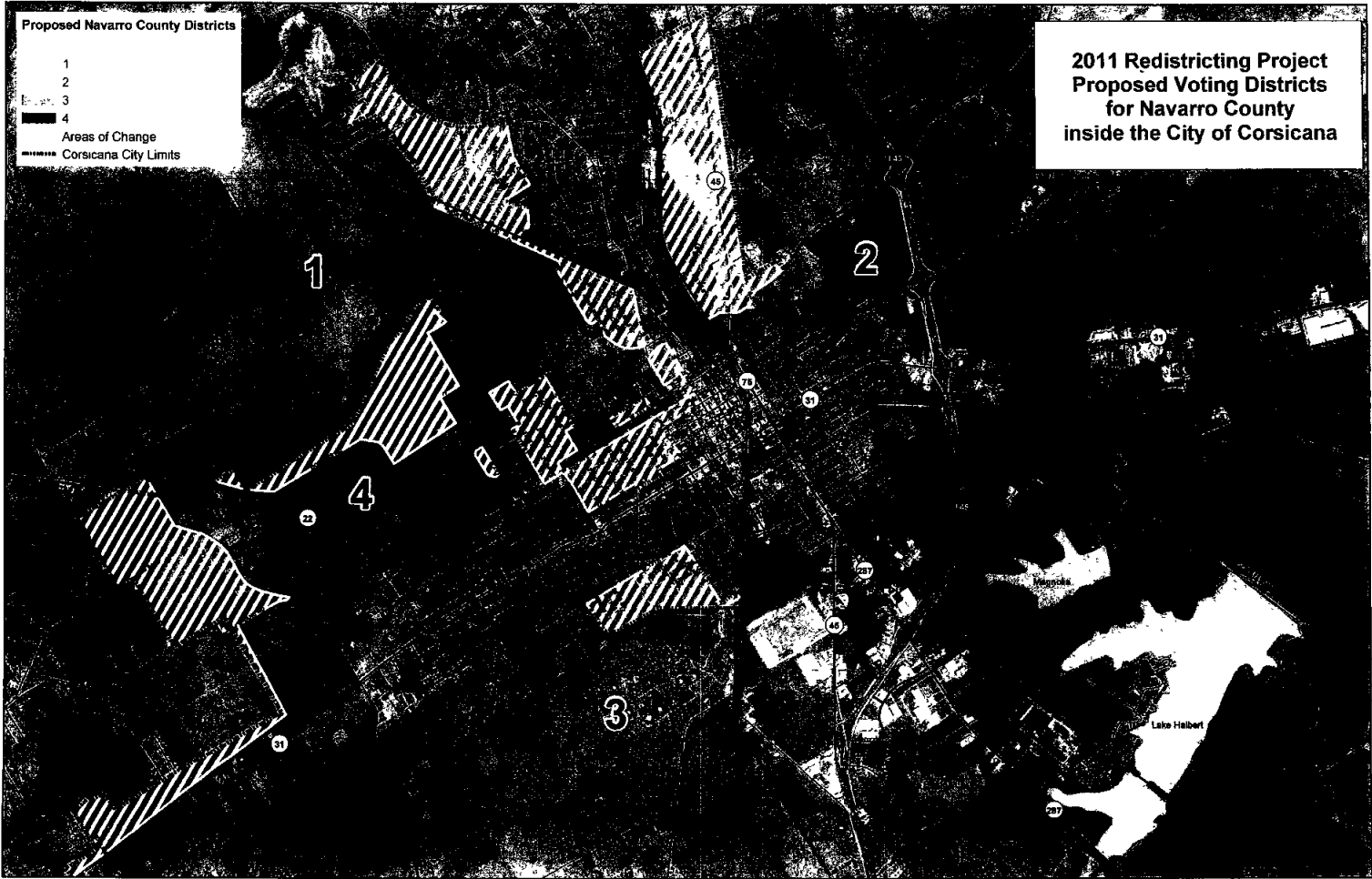


## EXHIBIT B

**Proposed Voting Locations after 2011 Redistricting:**

<b><u>Locations:</u></b>	<b><u>Address:</u></b>	<b><u>Precinct:</u></b>
YMCA	400 W Oaklawn	101
Church of Jesus Christ Of Latter Day Saints	3800 Emhouse Rd	103
Lone Star Cowboy Church	4495 W Hwy 22	104
Barry Methodist Church	Main St	105
Emhouse Community Center	503 N Hopkin St	106
Rice City Hall	203 E Calhoun	107
Chatfield Community Center	4808 FM 1603	108
Roane Baptist Church	FM 3401	109
Martin Luther King Center	1114 E 6 <sup>th</sup> St	200
Bears Den	802 S 2 <sup>nd</sup> St	201
House of Praise (Formerly known as Church of God)	1345 W 13 <sup>th</sup> Ave	202
Kerens ISD Admin Bldg	200 Bobcat Ln	203
Powell Vol Fire Station	201 Carr St	204
Eureka United Methodist Church	8644 S Hwy 287	205
Mildred Middle School	5475 S Hwy 287	206
Navarro College Cook Center	3200 W 7 <sup>th</sup> Ave	300

Navarro County Courthouse	300 W 3 <sup>rd</sup> Ave	301
Dawson Vol Fire Station	97 N Main St	303
Navarro Government Center	222 N Harvard	304
Angus City Hall	6008 S IH 45	305
Retreat City Hall	102 S Spikes Rd	306
Richland City Hall	103 W Main St	307
Winkler Masonic Lodge	FM 416	308
Westside Baptist Church	1522 N 24 <sup>th</sup> St	400
Navarro County Justice Center	312 W 2 <sup>nd</sup> Ave	401
Westhill Church of Christ	3400 W Hwy 22	402
Blooming Grove Fire Station	101 S Hinckley	403
Frost ISD	208 N Wyrick	404
Silver City Vol Fire Station	FM 55	405
Purlsey Vol Fire Station	8612 FM 709 S	406
Navarro County Courthouse	300 W 3 <sup>rd</sup> Ave	Early Voting



Mitel Leasing, Inc.

ACCT#: 113249  
Date: September 6<sup>th</sup>, 2011

RENEWAL AGREEMENT

Reference is made to that certain Lease Agreement (hereinafter referred to as "agreement") which commenced on April 15<sup>th</sup>, 2008 between MITEL LEASING, INC., with offices at 1140 West Loop North, Houston, Texas 77055, and

COUNTY OF NAVARRO  
(hereafter referred to as "Lessee") with offices located at:  
8404 Esters Blvd., Ste#100  
Irving, TX 75063

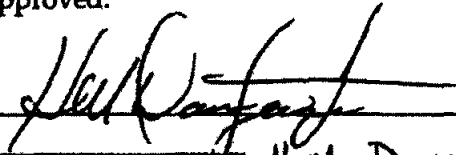
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Mitel Leasing, Inc. hereby consents to and does modify the original terms of the agreement and renews and extends the terms of said agreement as follows:

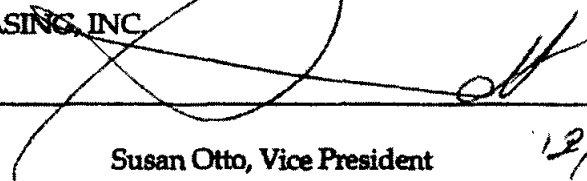
TERMS ARE AMENDED TO READ:

Lessee shall pay Mitel Leasing, Inc. the sum of \$371.65 per month plus taxes commencing September, 15<sup>th</sup> 2011 for a period of Thirty - six (36) months. Lessee agrees to abide by said modification and renewal and acknowledges that all other terms and conditions of the agreement not so modified shall remain in full force and effect.

~~\_\_\_\_\_~~

Agreed and Approved:

  
\_\_\_\_\_  
~~\_\_\_\_\_~~ H.M. Davenport, County Judge

MITEL LEASING, INC.  
BY:   
\_\_\_\_\_  
Susan Otto, Vice President

12/5/11  
RECEIVED  
NOV 02 2011

NAVARRO COUNTY, TEXAS  
BID TABULATION  
2012-A-001 - ANNUAL CONTRACT  
MISCELLANEOUS AUTO PARTS

VENDOR	RATE	Special Item Rates
B & G Auto Parts Gary Pillans	Best Wholesale or Fleet Price on all parts.	Jobber price on all plugs, filters and batteries
Corsicana NAPA Auto Parts Danny Hudson	Normal Wholesale Rate	
Mills Auto Supply Mike Muesse	Wholesale Price	
O'Reilly Auto Parts Chris George	List less 41% or better	
Thurston Auto Supply Becky Thurston	Wholesale Case Lot Price	

**Awarded to all Bidders**

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NAVARRO COUNTY, TEXAS  
 BID TABULATION  
 2012-C-003 - ANNUAL CONTRACT  
 CULVERTS

<b>VENDOR:</b>		<b>Wilson Culverts</b>	
<b>DIAMETER (Inches)</b>	<b>Gage</b>		
<b>CULVERTS (price per linear foot)</b>			
12	16 Gage	6.97	
15	"	8.71	
18	"	10.42	
24	"	13.86	
30	"	17.36	
36	"	21.00	
42	"	24.28	
48	14 Gage	39.82	
60	"	49.00	
72	"	59.30	
96	"	78.20	
<b>DELIVERY</b>		5-7 Working Days	
<b>DMP BANDS (price each)</b>			
12"	Each	10.46	
15	"	13.07	
18	"	15.63	
24	"	20.79	
30	"	26.79	
36	"	31.50	
42	"	36.42	
48	"	59.73	
<b>*Indicates a 2' wide band. All others are approx 1' wide</b>			
12"	Pair	101.84	pair w/bands
15	"	156.56	pair w/bands
18	"	221.88	pair w/bands
24	"	340.62	pair w/bands
30	"	488.30	pair w/bands
36	"	673.12	pair w/bands
<b>DELIVERY</b>		5-7 Working Days	
<b>CONTACT NAME</b>		Terry D. Huffines	
<b>CONTACT PHONE</b>		800-234-0084	

**Awarded to all Bidders**

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**NAVARRO COUNTY, TEXAS  
 BID TABULATION  
 2012-F-004 - ANNUAL CONTRACT  
 FUEL**

VENDOR	*Winters Oil	Johnson Oil
<b>UNLEADED</b>		
<b>Grade</b>	<b>87 Octane</b>	<b>87 Octane</b>
Rack Price	2.9309	2.9070
Tax (State of Tx)	0.20	0.20
Freight	0.0386	0.0294
Profit	0.0295	0.035
<b>Total Cost</b>	<b>3.1990</b>	<b>3.1714</b>
Primary Distributor	Shell Unbranded - Waco	Flint Hills
<b>DIESEL</b>		
Rack Price	3.0533	3.071
Tax	0.20	0.20
Freight	0.0440	0.0351
Profit	0.0295	0.035
<b>Total Cost</b>	<b>3.3268</b>	<b>3.3411</b>
Primary Distributor	Shell Unbranded - Waco	Flint Hills
<b>CONTACT NAME</b>	Phil Judson	Tom Johnson
<b>CONTACT PHONE</b>	903-872-4166	903-872-4166

**Awarded to All Bidders**

- \*Gasoline E-10 87 Octane
- \*Diesel is TXLED
- \*Winters reserves the right to switch terminals due to supply reasons

**NAVARRO COUNTY, TEXAS**  
**BID TABULATION**  
**2012-H-005 - ANNUAL CONTRACT**  
**HAULING**

Vendor Company Name	# of Truck	Delivery Time	Delivery Limitations	Min/Max Qty. per Ton/Truck	Pct #1	Pct. #2	Pct. #3 Richland	Pct. #3 Dawson	Pct. #4	Additional Comments
Wallis Trucking Co.	2	At customer request	Mechanical breakdown	12/26	\$6.00	\$6.00	\$6.00	\$6.00	*\$6.00	*Pct. 4 - If fuel goes over \$4.00 a gallon price will increase
Dwayne LaCour	1	Mon.-Fri.	None	24/26	Mexia \$9.00 Lone Star \$6.00	Mexia \$9.00 Lone Star \$6.00	Mexia \$9.00 Lone Star \$6.00	Mexia \$9.00 Lone Star \$6.00	No Bid	\$75.00 per hour on any work not covered in per ton bid. A fuel surcharge may be added should fuel rise above \$3.00 per gal.
Wally's Dozier Service	1	ASAP	None	24/26	Lone Star \$6.00 Mexia \$8.50	Lone Star \$7.00 Mexia \$9.50	Lone Star \$6.00 Mexia \$8.00	Lone Star \$7.00 Mexia \$8.00	Lone Star \$7.00 Mexia \$9.00	
<b>Awarded to all bidders</b>										

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NAVARRO COUNTY, TEXAS  
 BID TABULATION  
 BID NO. 2012-R-006 ANNUAL CONTRACT  
 ROAD AND BASE MATERIALS

(Material picked up at pit/plant) VENDOR	HOT OIL SAND	HOT MIX	HOT MIX COLD LAID	CATIONIC EMULSION	FLEX BASE A/1/2	FLEX BASE A/2/2	WASTE	TYPE "C" ROCK	TYPE "D" ROCK	GRADE 3 COVER STONE	PEA GRAVEL	DIRTY ROCK	3/8 LIGHT WEIGHT AGGR	OTHER (See Notes Below)	
Apac Texas	59.00	65.00	69.00	-	-	-	-	-	-	-	-	-	-	-	
Arnold Crushed Stone, Inc	-	-	-	-	5.35	5.15	-	-	-	-	-	-	-	i	
Ergon Asphalt	-	-	-	523.60	-	-	-	-	-	-	-	-	-	ii	
Hanson Aggregates	-	-	-	-	-	-	-	-	-	-	-	-	-	iii	
Heartland Asphalt Materials, Inc.	-	-	-	2.30/gal or \$540.50/ton	-	-	-	-	-	-	-	-	-	iv	
King Sand & Gravel	-	-	-	-	-	22.50	-	37.00	37.00	-	13.50	12.50	-	v	
Lone Star Aggregates	-	-	-	-	-	8.55	-	-	8.55	13.00	-	-	-	vi	
Rattler Rock Inc.	-	-	-	-	5.00	-	-	-	-	-	-	-	-	-	
TXI	-	-	-	-	-	-	-	-	-	32.00 cy	-	-	21.00 cy	-	
<b>(Material delivered) PCT 1</b>															
Apac Texas	65.50	71.50	75.50	-	-	-	-	-	-	-	-	-	-	-	
Cactus Express LP	-	-	-	-	16.64	-	-	-	-	-	-	-	-	-	
Ergon Asphalt	-	-	-	554.80	-	-	-	-	-	-	-	-	-	ii	
King Sand & Gravel	-	-	-	-	-	23.00	-	26.00	24.75	-	19.00	18.00	-	v	
Lone Star Aggregates	-	-	-	-	-	12.25	-	-	12.25	18.00	-	-	-	vi	
TXI	-	-	-	-	-	-	-	-	-	35.22 cy	-	-	24.22 cy	-	
<b>(Material delivered) PCT 2</b>															
Apac Texas	65.50	71.50	75.50	-	-	-	-	-	-	-	-	-	-	-	
Cactus Express LP	-	-	-	-	18.54	-	-	-	-	-	-	-	-	-	
Ergon Asphalt	-	-	-	555.46	-	-	-	-	-	-	-	-	-	ii	
King Sand & Gravel	-	-	-	-	-	19.50	-	26.25	25.00	-	18.75	17.75	-	v	
Lone Star Aggregates	-	-	-	-	-	13.75	-	-	13.75	18.25	-	-	-	vi	
TXI	-	-	-	-	-	-	-	-	-	36.08 cy	-	-	25.08 cy	-	
<b>(Material delivered) PCT 3</b>															
				<b>Richland / Dawson</b>							<b>Richland / Dawson</b>			<b>Richland / Dawson</b>	
Apac Texas	65.50	71.50	75.50	-	-	-	-	-	-	-	-	-	-	-	
Cactus Express LP	-	-	-	-	14.80	-	-	-	-	-	-	-	-	-	
Ergon Asphalt	-	-	-	555.46/ 553.47	-	-	-	-	-	-	-	-	-	ii	
King Sand & Gravel	-	-	-	-	-	25.75	-	26.00	24.75	-	21.75	20.75	-	v	
Lone Star Aggregates	-	-	-	-	-	12.50	-	-	12.50	18.25	-	-	-	vi	
TXI	-	-	-	-	-	-	-	-	-	33.80 cy/ 36.08 cy	-	-	22.80 cy/ 25.08 cy	-	

NAVARRO COUNTY, TEXAS  
 BID TABULATION  
 BID NO. 2012-R-006 ANNUAL CONTRACT  
 ROAD AND BASE MATERIALS

(Material delivered) PCT 4														
Apac Texas	65.50	71.50	75.50	-	-	-	-	-	-	-	-	-	-	-
Cactus Express LP	-	-	-	-	18.54	-	-	-	-	-	-	-	-	-
Ergon Asphalt	-	-	-	554.80	-	-	-	-	-	-	-	-	-	ii
King Sand & Gravel	-	-	-	-	-	25.75	-	27.60	26.50	-	23.75	22.75	-	v
Lone Star Aggregates	-	-	-	-	-	12.75	-	-	12.75	18.25	-	-	-	vi
TXI	-	-	-	-	-	-	-	-	-	36.56 cy	-	-	25.56 cy	-

**Awarded to all Bidders**

Prices shown are per ton unless otherwise specified.

**i. Arnold Crush Stone**

Limestone Flexbase - Commercial Grade - \$4.95 per ton (FOB Blum Plant)

**ii. Ergon Asphalt**

Federal Environmental Fee will be added to above prices at rate of \$.4424/ton for asphalt & polymer loads or \$.00133/gal for emulsion loads.

Full load = 5,500gal. Freight based on full load even if less is needed

Demurrage = \$80.00/hr after 2nd hour- Return freight = 1/2 outgoing tariff

Pump & Hose charge = \$80.00/per load

**iii. Hanson Aggregates**

2" Minus Base - per/ton Commercial Grade Crushed Limestone Flexbase (Sample test reports included) - Material Only -\$5.50 per ton (FOB Plant)

**iv. Heartland Asphalt Materials, Inc.**

\$2.45/gal or \$575.75/ton delivered

Min. gals. 5,500 gal.

Demurrage - 2 hrs. free \$80.00/hr after 1st two hrs.

\$80.00/load pump charge

**v. King Sand & Gravel**

King Road Material - 9.50/ton Material Only

Delivered - Pct 1 15.25

Pct 2 14.75

Pct 3 17.00

Pct 4 18.00

**vi. Lone Star Aggr.**

Applied pricing is delivered to stockpile for noted Pct.

Delivery does not include placement of material.

Delivery requires one (1) day n.

Delivery is subject to a 20 ton min. haul per load

Waiting Time is applicable after one hour at the rate of \$70.00 per hour.