

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 28TH DAY OF NOVEMBER, 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. 10:02 A.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

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA 5-6 BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE MINUTES FROM MEETINGS OF NOVEMBER 14, 2011, NOVEMBER 16, 2011, NOVEMBER 21, 2011 & NOVEMBER 22, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR, INCLUDING CURRENT BILLS, UTILITIES & ELECTIONS (PAID 11/18/11) AND PAYROLL (INCLUDING LONGEVITY TO BE PAID 11/30/2011)

REGULAR AGENDA

7. NO ACTION TAKEN ON BURN BAN
8. MOTION TO APPROVE RESOLUTION IN SUPPORT OF THE TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM NAVARRO COUNTY, TEXAS BY MARTIN SEC BY OLSEN
JUDGE DAVENPORT-AYE HERRINGTON-NO
MARTIN-AYE WARREN-AYE OLSEN-AYE
MOTION CARRIED 4-1 **TO WIT PG 943-944**

9. MOTION TO APPROVE TREASURER'S MONTHLY REPORT BY HERRINGTON SEC BY MARTIN **TO WIT PG 945-946**
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE COUNTY INVESTMENT OFFICER CERTIFICATION AS AWARDED BY THE TEXAS ASSOCIATION OF COUNTIES FOR COUNTY TREASURER FRANK HULL BY OLSEN SEC BY WARREN **TO WIT PG 947**
JUDGE DAVENPORT-AYE MARTIN-AYE WARREN-AYE
OLSEN-AYE HERRINGTON-NO
MOTION CARRIED 4-1
11. PUBLIC HEARING ON GOODS-IN-TRANSIT TAX EXEMPTION RESOLUTION
JUDGE OPENED HEARING JUDGE CLOSED HEARING
12. NO ACTION TAKEN FOR NOW ON GOODS-IN-TRANSIT TAX EXEMPTION RESOLUTION
13. MOTION TO APPROVE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY BY MARTIN SEC BY HERRINGTON **TO WIT PG 948-954**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE TO CHANGE COMMISSIONER'S COURT MEETING FROM DECEMBER 26TH, 2011 TO DECEMBER 22, 2011 BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE RESOLUTION WITH TXDOT ON HIGHWAY 14 PROJECT BY WARREN SEC BY OLSEN
VOTED: JUDGE DAVENPORT-AYE MARTIN-AYE WARREN-AYE
OLSEN-AYE HERRINGTON **TO WIT PG 955-956 No sign copy fromTXDot 3/1/12**
MOTION CARRIED 4-1
16. MOTION TO APPROVE AGREEMENT WITH TXDOT ON HIGHWAY 14 PROJECT BY OLSEN SEC BY WARREN
VOTED: JUDGE-AYE WARREN-AYE OLSEN-AYE
HERRINGTON-NO MARTIN-NO **TO WIT PG 957-975**
MOTION CARRIED 3-2
17. MOTION TO APPROVE A JOINT ELECTION CONTRACT FOR 2012 PRIMARY BY HERRINGTON SEC BY MARTIN **TO WIT PG 976-991**

18. MOTION TO APPROVE TO BEGIN PROCEDURE OF ROAD CLOSURE FOR A PORTION OF SE CR 3320 (644 FEET OF THE SOUTH END) IN PCT.2 BY MARTIN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
19. MOTION TO APPROVE TECHNOLOGY FUND FOR JUSTICE OF THE PEACE OFFICES FOR THIS PROJECT BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 992**
20. MOTION TO APPROVE RESOLUTION ON RATES OF PAYMENT FOR THE CARE OF INMATES IN THE CUSTODY OF NAVARRO COUNTY BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 993**
21. MOTION TO APPROVE NAVARRO COUNTY FUND BALANCE POLICY BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 994-995**
22. MOTION TO APPROVE RESTRICTING COUNTY AUDITOR FROM APPROVING PAYMENTS FOR PURCHASES BY COUNTY OFFICIALS AND DEPARTMENT HEADS WHO HAVE NOT RETURNED A SIGNED PURCHASING ACKNOWLEDGMENT TO THE COUNTY JUDGE BY DECEMBER 15TH 2011 BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE HIDTA LANDLORD'S CONSENT FOR ALTERATIONS OF LEASE AGREEMENT BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 996-997**
24. MOTION TO APPROVE PUBLIC ASSISTANCE CLOSEOUT CERTIFICATION FORM FOR FEMA DISASTER #1709 (2007 FLOOD) BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 998-1017**
25. MOTION TO APPROVE XEROX'S LETTER DEFINING NAVARRO COUNTY'S OFFER OF RETURN OF MONO-SCAN INSTALLED ON DISTRICT CLERK'S XEROX COPIER BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 1018**
26. 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 NOVEMBER 28TH, 2011.

SIGNED 28TH DAY OF NOVEMBER 2011.

Sherry Dowd
SHERRY DOWD, COUNTY CLERK



#8
943
RESOLUTION NO. 2011-1128

**RESOLUTION IN SUPPORT OF THE
TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM
NAVARRO COUNTY, TEXAS**

WHEREAS, in 1999, Governor George W. Bush and the Texas Legislature recognized the plight of historical courthouses by funding the first Texas Historical Courthouse Preservation Program in the amount of \$50 million; and

WHEREAS, the National Trust for Historic Preservation has collectively named Texas courthouses to the Trust list of "America's 11 Most Endangered Historic Places"; and

WHEREAS, the Texas Courthouse Preservation Program is administered by the Texas Historical Commission and advocated by Preservation Texas and many organizations and friends of Texas heritage; and

WHEREAS, 122 counties submitted eligible applications for proposed restoration work on their courthouses with the total current need exceeding \$225 million; and

WHEREAS, the Texas Historical Commission has awarded \$204 million in matching grants to 68 counties to restore and preserve their historic courthouses for Round One through Round VI funding; and

WHEREAS, many of the state's more than 200 historic courthouses are vulnerable to fire and deterioration and inappropriate modifications; and

WHEREAS, the historical Courthouses of Texas are important legacies to history and identity of public and community life; and

WHEREAS, courthouse preservation provides an important sense of place in the center of our towns and cities and promotes economic revitalization and heritage tourism; and

WHEREAS, the \$20 million in grants available for Round VII continues to be a significant and positive step in saving Texas Courthouses, recognizing only a limited number of courthouses can be restored by this current appropriated grant fund.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners Court of Navarro County continues to support the Texas Historic Courthouse Preservation Program through Round VII and into future rounds until all eligible courthouses have been restored.

APPROVED AND SIGNED this 28th day of November, 2011.

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

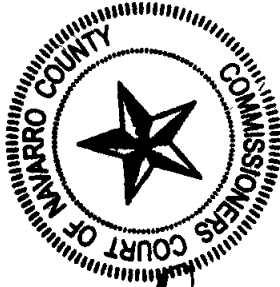
Voted "No"
Kit Herrington, Commissioner
Precinct 1

Dick Martin
Dick Martin, Commissioner
Precinct 2

David Warren
David Warren, Commissioner
Precinct 3

James Olsen
James Olsen, Commissioner
Precinct 4

ATTEST:



Sherry Dowd
Sherry Dowd, County Clerk

#19

945

AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

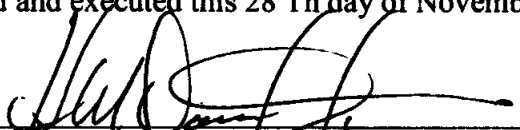
For October 2011

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

I, Frank Hull, Navarro County Treasurer, on this 28 Th day of November, 2011 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October, 31, 2011 for the Court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 5,790,756.03. Bank collateral for deposits held at Depository Bank is \$ 20,503,276.36. Collateralization is 354% of deposits. Also, other assets totaling \$ 2, 208,308.80 are being held by the Treasurer's office. The total interest for all accounts for the month of October, 2011 was \$ 4398.73. The total disbursements for the month of October, 2011 were \$ 6,129,840.01. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 28 Th day of November, 2011.



H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



Richard Martin - Commissioner Pct 2



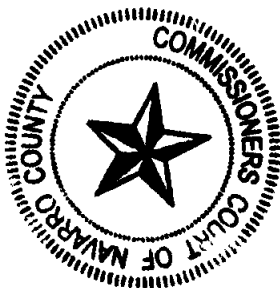
David Warren - Commissioner Pct 3

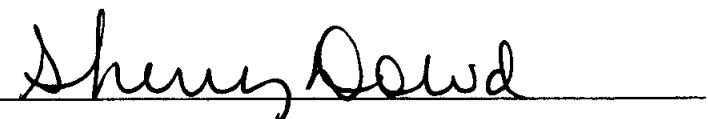


James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 28 Th day of November, 2011 by H. M. Davenport, Jr., Kit Herrington, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

ATTEST





Sherry Dowd - Navarro County Clerk

Pledge Security Listing
October 31, 2011

Cusip	ID	Description	Safekeep	Receipt	Face	Current Par	Cpn	Call	Mature	Moody S&P	Fitch	F115	Book	Market	Gain	
NAVARRO COUNTY																
31294KSF3	1174	FHLMC E01418	FHLB	xxx	3,500,000	675,997	4 00		07/01/18	AAA	AA+	AAA	HTM	675,141 08	710,341 04	35,199 97
3128H7QU9	1430	FHLMC E99467	FHLB	x	3,000,000	418,554	4 00		09/01/15	AAA	AA+	AAA	HTM	418,388 56	430,615 42	12,226 86
3128MBEW3	1938	FHLMC G12649	FHLB	x	3,800,000	844,136	5 50		05/01/22	AAA	AA+	AAA	HTM	843,522 53	910,611 37	67,088 84
3128NGGH2	1951	FHLMC 1H1400	FHLB	x	1,999,995	673,931	5 96		05/01/37	AAA	AA+	AAA	HTM	672,475 44	707,627 11	35,151 67
31403C3H2	2055	FNMA 745200	FHLB	x	1,400,000	432,137	4 50		04/01/20	AAA	AA+	AAA	HTM	432,137 07	459,162 22	27,025 15
31402DFS4	2177	FNMA 725677	FHLB	x	7,088,296	1,628,772	4 50		06/01/19	AAA	AA+	AAA	HTM	1,620,577 59	1,725,313 50	104,735 91
31410G2P7	2182	FNMA 889182	FHLB	x	6,109,485	2,330,217	5 00		01/01/21	AAA	AA+	AAA	HTM	2,335,678 75	2,502,070 69	166,391 94
3128MBTJ6	2412	FHLMC G13053	FHLB	x	2,200,000	757,965	4 50		04/01/23	AAA	AA+	AAA	HTM	767,261 95	802,950 23	35,688 28
31417YMF1	2424	FNMA MA0357	FHLB	x	979,965	628,006	4 00		02/01/20	AAA	AA+	AAA	HTM	640,945 91	659,594 45	18,648 55
31417YMF1	2424	FNMA MA0357	FHLB	x	7,839,882	5,024,046	4 00		02/01/20	AAA	AA+	AAA	HTM	5,127,567 24	5,276,755 61	149,188 37
31418RTG8	2435	FNMA AA7750	FHLB	x	9,686,000	6,028,131	4 00		06/01/24	AAA	AA+	AAA	HTM	6,121,983 84	6,318,234 72	196,250 88
726 NAVARRO COUNTY					47,603,642	19,441,891							19,655,679 95	20,503,276 36	847,596 41	

946

Reference to Interest Rate Shifts represent a shift in the Treasury Curve. Actual Market Yield shift on Individual Securities may differ. See the report 'Market Yield Shift Assumptions' for more information.

Other Reports



1-800-922-9850, mcplanning.com

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

11/10

Texas Association of Counties
Certification of Achievement
County Investment Officer

This certifies that

Honorable Frank L. Hull III, CIO

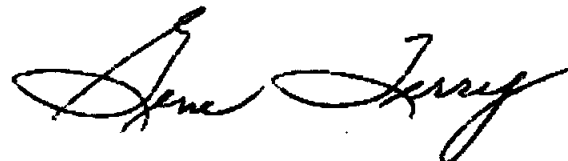
Successfully completed 40.0 hours of investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act and demonstrated a thorough understanding of Texas laws governing the investment of public funds. This and the ongoing commitment to continuing education provide maximum benefit to

Navarro County

Issued by the Texas Association of Counties on the 30th day of October, A.D., 2011



Vernon Cook, President



Gene Terry, Executive Director

947

#13

948

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY

THIS INTERLOCAL AGREEMENT is made and entered into by and between Navarro County, a political subdivision of the State of Texas, hereinafter referred to as the "COUNTY", acting by and through its duly authorized County Judge, and the City of Corsicana, a home-rule municipal corporation, herein after referred to as the "CITY", and acting by and through its duly authorized City Manager.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, the City and County agree to participate in an interlocal agreement for the purpose of providing public library services and animal shelter services to County residents residing outside the official incorporated City limits, and

WHEREAS, the City and County further agree that the County will house City prisoners; and

WHEREAS, the City contends that it and the County entered into an agreement ("the Agreement") in 1987 by which the City closed a street and conveyed it to the County in exchange for the County's agreeing to perpetually house City prisoners without cost to the City; and

WHEREAS, the County now contends that it has the right to charge the City to house the City's prisoners; and

WHEREAS, the City or County does not waive any rights or defenses of any prior agreements; and

WHEREAS, in order to avoid any disputes between the parties regarding the Agreement, the City and County agree to the terms and conditions outlined below; and

WHEREAS, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, County and City, for the mutual consideration hereinafter stated, agree and understand as follows:

1.0 TERM

The term of this agreement is for a period of one (1) year commencing on October 1, 2011, and ending on September 30, 2012.

2.00 PURPOSE

This Interlocal Agreement between the City of Corsicana and Navarro County agree to the following terms and conditions, and more fully described in the sections below:

- A. The City will provide library services to County residents in the amount of \$30,000; and
- B. The City will provide animal shelter services to County residents in the amount of \$30,000; and
- C. The County will pay to the City of Corsicana \$60,000; and
- D. The County will provide housing for City prisoners as previously agreed.

3.00 LIBRARY SERVICES

A. For the purposes and consideration herein stated and contemplated, City shall provide library services for the residents of the County residing outside the legal incorporated City limits upon presentation of proper proof by individual(s) of residence in the County. Such individual(s) shall be entitled issuance, at no cost for the first card, a library card to be used in connection with all said services provided by the Library. Further all individuals issued a library card will be subject to all Library policies and procedures established for the proper daily operation of the Library.

B. The Library shall diligently prepare and keep accurate and current records of its Library Board meetings, official actions, and expenditures, and shall permit inspection and copying of said records by authorized agents of the County.

C. The Library shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided the matters and records deemed confidential by law should not be compromised.

D. The Library shall provide, but not be limited to providing, the following services: professional reference, professional research assistance, professional reader's advisory, professional collection development and maintenance of 75,000+ items, community referral, proctoring of examinations, Interlibrary Loan, in-library and remote access to on-line data bases (including the TEXSHARE databases), public access computers for Internet and data-base

searching, topical displays, access to local history and genealogy information, study areas, programs and events for all age groups, videophone access for hearing-impaired, out-of library circulating collection.

4.00 ANIMAL SHELTER SERVICES

This City agrees to provide County with animal shelter services in the unincorporated areas of Navarro County, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of County.

4.01 Impoundment and Disposition of Animals

A. Any animal presented by an official of unincorporated Navarro County will be accepted by the City as part of the compensation agreed to in Section 6.00, COMPENSATION.

B. Any owned animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$15 fee.

C. Any stray animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$15 fee.

D. Prior to the expiration of the 72-hour impoundment period, the City may euthanize an impounded animal if the Animal Services Manager of the City or the Animal Services' veterinarian recommends and approves such action.

E. Impounded animals will be released to their owners upon:

(i) Proof of ownership;

(ii) Proof of identification;

(iii) Arranging for a rabies vaccination for the animal if it is a dog or a cat and its vaccination is not current.

F. The ownership of impounded animals that have not been released to their owners on the expiration of the impoundment period reverts to the City, and the animals may be placed for adoption, transferred to other animal welfare agencies or euthanized, at the discretion of the City.

G. All rabies quarantined animals from the County not reclaimed by their owner may be placed for adoption, transferred to other animal shelter welfare agencies or euthanized, at the discretion of the City after ten (10) days.

5.00 HOUSING OF CITY PRISONERS

County agrees to house all City prisoners without cost to the City.

5.01 Definitions

A. *City prisoner* means an individual who has been arrested by a City of Corsicana peace officer solely for a charge for which the Corsicana Municipal Court has jurisdiction. A person who is arrested by a City of Corsicana peace officer for a charge for which the Corsicana Municipal Court has jurisdiction, in addition to any other offense mentioned under State Prisoner in "B" below, will not be considered a City prisoner. Further, any individual arrested solely for any Class C misdemeanor, excluding those filed by a peace officer employed by the City of Corsicana, and filed in a Justice Court of Navarro County will not be considered a City prisoner.

B. *State prisoner* means an individual who has been arrested by a City of Corsicana police officer for a charge filed in Justice of the Peace Court or a charge which is classified as a Class A or Class B misdemeanor, or a felony offense.

5.02 Provision of Jail Space

The Sheriff of Navarro County agrees to accept the custody of any City prisoner delivered to the Navarro County Jail by the City of Corsicana Police Department provided that the person meets the intake criteria as set forth by the rules, regulations and procedures then in effect for the Navarro County Jail as approved by the Texas Commission on Jail Standards and the Sheriff of Navarro County.

5.03 Liability for Expenses

The County of Navarro is liable for all expenses incurred while providing the safekeeping of prisoners confined in the Navarro County Jail pursuant to this Agreement, except as otherwise provided in the Agreement.

5.04 Prisoner Booking and Document Maintenance

A. City of Corsicana Police Officers shall comply with all booking procedures required at intake in the Navarro County Jail.

B. The Navarro County Jail will photograph and fingerprint City prisoners consistent with the procedures for other county jail inmates. Photographs and fingerprints will be maintained consistent with other county jail inmates. Copies of fingerprints and photographs shall be made available to the City of Corsicana Police Department upon request.

C. The City of Corsicana assumes responsibility for updating City prisoner records through the Texas Department of Public Safety Crime Records Service and Federal Bureau of Investigation consistent with State and Federal policies. The Navarro County Sheriff assumes responsibility for reporting to State and Federal entities for State prisoners arrested by the City of Corsicana Police Department.

5.05 Medical Attention

A. If immediate medical attention is needed or requested by any individual while the individual is still in the custody of the City of Corsicana's arresting officer, the City of Corsicana is solely responsible for obtaining satisfactory medical attention for such individual prior to such individual being accepted by the Navarro County Jail.

B. The County of Navarro agrees to provide all City prisoners which have been booked into the Navarro County Jail the same level of medical treatment received by State prisoners for routine medical treatment in the Navarro County Jail Infirmary at no additional cost to the City of Corsicana. The City of Corsicana will be responsible for the medical service costs incurred by a City prisoner other than routine medical treatment as determined by the Health Services Plan of the Navarro County Jail.

5.06 Release of Prisoners

A. City prisoners may be released prior to serving their sentence, including any credits allowed by law, with the permission of the Municipal Court Judge, or by the Sheriff, or his designee, upon determination that a City prisoner has a major medical condition.

B. Any City prisoner not arraigned within 24 hours from booking may be released on bond by the Sheriff.

5.07 Inspection of Books and Records

A. The County of Navarro will maintain complete books and records of all City prisoners. Books and records may be inspected by the City of Corsicana at any time during regular business hours with advance notice.

B. On or before the ninetieth (90th) day after the end of the City of Corsicana's fiscal year, the County of Navarro will supply the City of Corsicana an annual statement of all applicable bookings received at the Navarro County Jail on behalf of the City of Corsicana during the preceding fiscal year. Such annual statements shall be prepared in such detail and on such forms as are determined to be mutually satisfactory to the County of Navarro and the City of Corsicana. The City of Corsicana, by written notice to the Navarro County Auditor's Office, may request other financial or statistical information from the County of Navarro from time to time.

5.08 Legal Responsibility

A. The City of Corsicana shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City of Corsicana's performance or non-performance of the services and duties herein stated, but only in regard to transfer of prisoners by the City of Corsicana and duties herein assigned to the

City of Corsicana and specifically excluding the actual incarceration of prisoners by the County of Navarro. The City of Corsicana retains full responsibility for each prisoner until that prisoner has been processed into the Navarro County Jail.

B. The County of Navarro shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the County of Navarro's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by the County of Navarro in the Navarro County Jail and specifically excluding the transfer of prisoners to and from the Navarro County Jail.

6.00 COMPENSATION

A. As fair compensation for the public library services and animal control services rendered by the City to the County from October 1, 2011 through September 30, 2012. The County agrees to promptly pay the \$60,000 no later than March 1, 2012.

B. Pursuant to the requirements of Section 791.011(d) (3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2011 through 2012.

7.00 TERMINATION

It is further agreed by and between County and City that County and City shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

8.00 ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

9.00 MODIFICATION

This agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by County and City.

10.00 SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

11.00 AUTHORITY

This Agreement is made for County and City as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

12.00 AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

13.00 FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God; inclement weather; governmental restrictions, regulations, or interference; fires; strikes; lockouts, national disasters; riots; materials or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

14.00 PRIOR AGREEMENTS

Nothing set forth in this Interlocal Agreement shall be construed as a waiver of any party's rights or defenses regarding the enforceability of any prior agreements made between the City of Corsicana and the County of Navarro and, if this Interlocal Agreement is terminated, both parties shall have all the rights and defenses they now possess regarding the enforcement of any prior agreements.

EXECUTED in triplicate this **4th** day of **October, 2011**, in Corsicana, Navarro County, Texas.

CITY OF CORSICANA

Connie Standridge

Connie Standridge, City Manager

ATTEST:

Virginia Richardson

Virginia Richardson, City Secretary

NAVARRO COUNTY

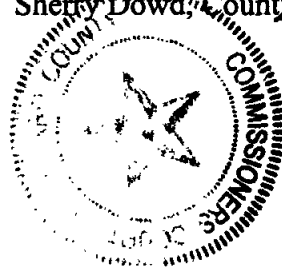
H. M. Davenport

H. M. Davenport, County Judge

ATTEST:

Sherry Dowd

Sherry Dowd, County Clerk



**RESOLUTION
OF
NAVARRO COUNTY COMMISSIONERS COURT**

WHEREAS the Commissioners Court agrees that the construction of the planned State Hwy 14 Overpass south of the City of Richland in Navarro County would eliminate the underpass beneath the Union Pacific Railroad line, thus promoting Public Safety and Highway travel efficiency, and

WHEREAS, this project has been in the planning stages for more than 20 years and the presentation for the project by TXDOT is current and with intent to go forward with right-of- way procurement and construction of proposed overpass beginning in 2012, and

WHEREAS, as an Economically Disadvantaged County, Navarro County's portion of the "usually" required 10% of costs is "reduced" to 3.4% of the estimated \$4,000,000 project cost, and

WHEREAS, Navarro County will make payments estimated to total \$136,000, divided in 3 payments to be on or before: January 15, 2012 (\$45,000), January 15, 2013 (\$45,000), and January 15, 2014 (\$46,000), and

WHEREAS, Commissioners Court is aware the County's share can vary up or down with the final costs of the project, thus the payment amounts could change, and

WHEREAS, the meeting of Commissioners Court where this resolution is passed is open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given as required by law,

Approved this 28th Day of November, 2011.

H.M Davenport, Jr. County Judge

Kit Herrington, Comm, Pct 1

Dick Martin, Comm, Pct 2

David Warren, Comm, Pct 3

James Olsen, Comm, Pct 4

ATTEST:

Sherry Dowd, Navarro County Clerk

#16

957

County Navarro
District Dallas
ROW CSJ # 0093-02-018
CCSJ # 0093-02-015
Federal Project #: _____
Federal Highway Administration
CFDA # _____
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Navarro County, Texas, acting through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. SH 14 from UP RR to South of Richland, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny

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reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.
- E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).
- G. The State will not pay interest on any funds provided by the Local Government.
- H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair

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market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

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Local Government:	State:
_____	Director of Right of Way Division
_____	Texas Department of Transportation
_____	125 E. 11 th Street
_____	Austin, Texas 78701

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

7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

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

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

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16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

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18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

Date

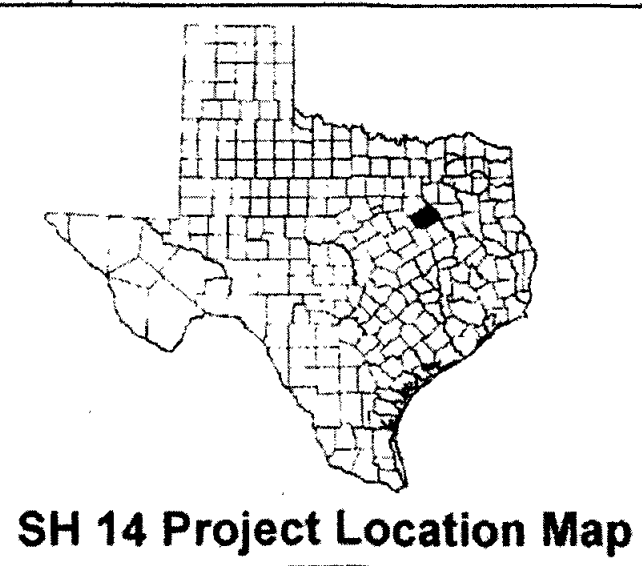
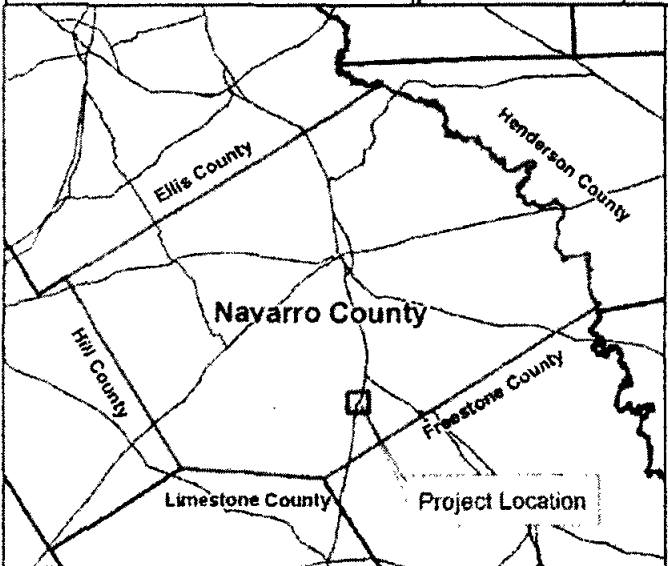
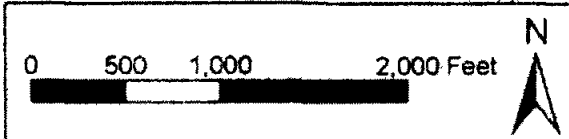
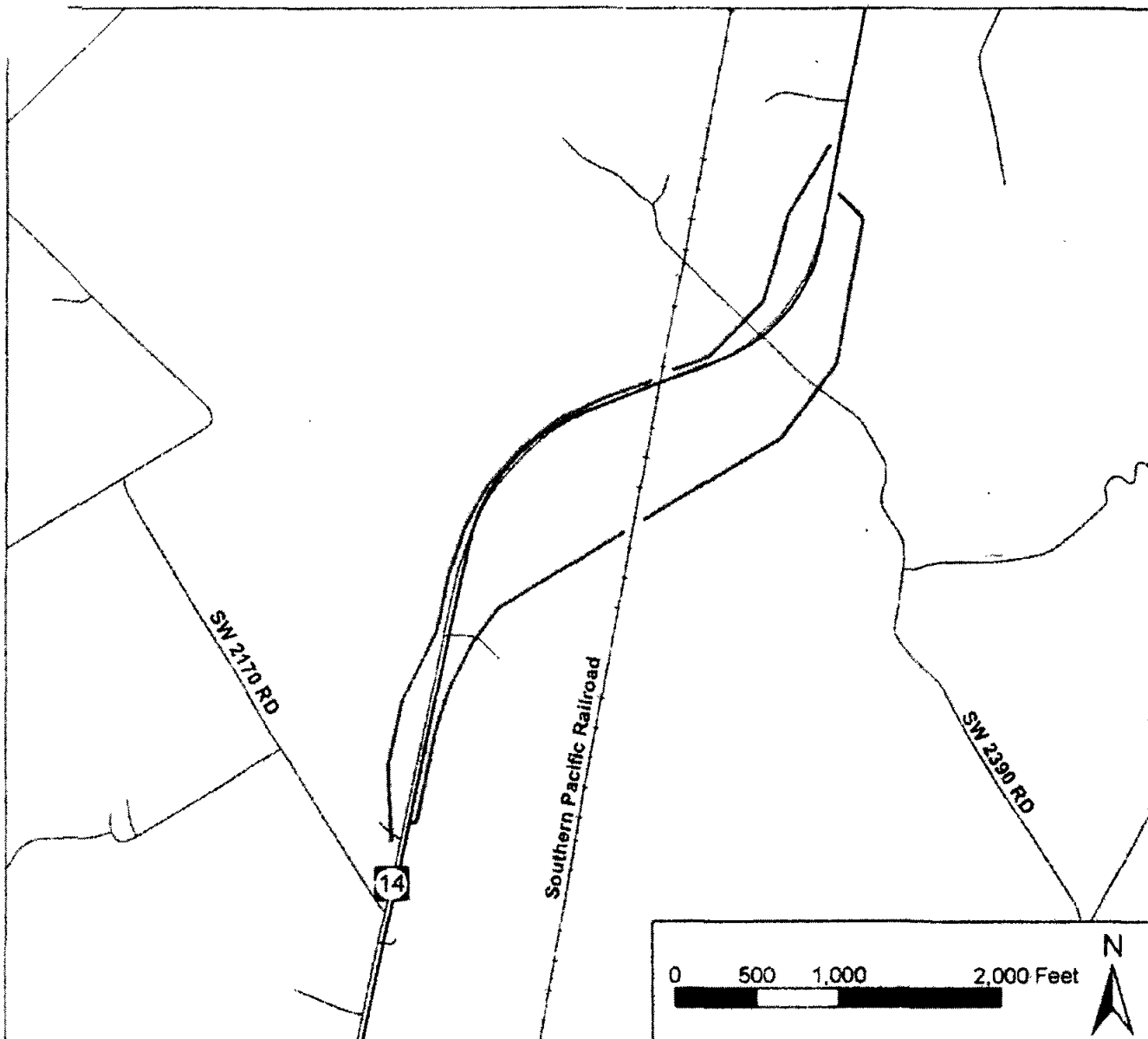
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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

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**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



SH 14 Project Location Map

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ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Standard Agreement to Contribute State Performs Work Fixed Price or Incremental Payments

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Right of Way Acquisition	\$4,000,000	0%	\$0	96.6%	\$3,864,000	3.4%	\$136,000
Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0	0%	\$0
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$4,000,000	0%	\$0	96.6%	\$3,864,000	3.4%	\$136,000

Local Government requested approval for incremental payments of its funding obligation pursuant to 43 TAC §15.52 and the executive Director has approved the request. See attached affidavit and special approvals form.

Initial payment by the Local Government to the State with execution of agreement. \$0

Fixed Price \$_____ or the following incremental payment schedule.

- Forty-Five Thousand Dollars \$45,000 on or before January 15, 2012,
- Forty-Five Thousand Dollars \$45,000 on or before January 15, 2013,
- Forty-Six Thousand Dollars \$46,000 on or before January 15, 2014.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**Standard Agreement to Contribute
State Performs Work
EDC Adjustment**

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	\$4,000,000	0%	\$0	90%	96.6%	\$3,864,000	10%	3.4%	\$136,000
Reimbursable Utility Adjustments	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
	\$0	0%	\$0	0%	0%	\$0	0%	0%	\$0
TOTAL	\$4,000,000	0%	\$0	90%	96.6%	\$386,400	10%	3.4%	\$136,000

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on October 27, 2011 by virtue of Minute Order No. 112876, attached, and approved a sixty-six percent adjustment to the required ten percent local participation for this project.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

Page 1 of 1

VARIOUS Districts

Transportation Code, §222.053(a), defines an "economically disadvantaged county" as a county that has, in comparison to other counties in the state: (1) below average per capita taxable property value; (2) below average per capita income; and (3) above average unemployment.

Transportation Code, §222.053(c), directs the Texas Transportation Commission (commission), when evaluating a proposal for a highway project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the political subdivision's effort and ability to meet the requirement.

Transportation Code, §222.053(f), requires the commission to certify a county as economically disadvantaged on an annual basis as soon as possible after the Comptroller of Public Accounts (comptroller) provides reports on the economic indicators listed above.

43 TAC §15.55(b)(2) provides that, in determining the adjustment to the local matching funds requirement, and the local government's efforts and ability to meet the requirement, the commission will consider a local government's: (A) population level; (B) bonded indebtedness; (C) tax base; (D) tax rate; (E) extent of in-kind resources available; and (F) economic development sales tax.

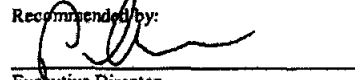
The comptroller has provided the data needed to determine the counties eligible for the Economically Disadvantaged Counties Program for 2012. The counties' efforts and ability to provide a local match have been considered using the criteria set forth in 43 TAC §15.55. Exhibit A lists the eligible counties and the respective recommended local match adjustment. Exhibit B establishes additional local match adjustments for cities within these counties participating in the program.

IT IS THEREFORE ORDERED by the commission that the list of counties eligible for the 2012 Economically Disadvantaged Counties Program is certified and the local match adjustment for each county is established, as shown in Exhibit A, as well as additional adjustments for cities participating in the program, as shown in Exhibit B.

Submitted and reviewed by:


Director, Transportation Planning
and Programming Division

Recommended by:


Executive Director
112876 OCT 27 11

Minute Date
Number Passed

EXHIBIT A

Economically Disadvantaged Counties FY 2012

FY 2012 Eligible Counties	Adjustment %
Anderson County	69
Atascosa County	73
Bastrop County	71
Bee County	73
Bosque County	40
Brooks County	60
Caldwell County	81
Calhoun County	31
Cameron County	74
Camp County	44
Cass County	53
Cherokee County	61
Coke County	42
Dawson County	61
Delta County	90
DeWitt County	65
Dimmit County	79
Duval County	76
Ector County	37
El Paso County	56
Ellis County	43
Falls County	86
Fannin County	67
Frio County	80
Grayson County	54
Grimes County	57
Hall County	73
Hardeman County	56
Henderson County	49
Hidalgo County	90
Hill County	58
Houston County	54
Howard County	58
Hunt County	54
Jackson County	47
Jasper County	61
Jim Wells County	59
Johnson County	42
Jones County	72

FY 2012 Eligible Counties	Adjustment %
Karnes County	82
Kaufman County	56
Kinney County	64
La Salle County	65
Lamar County	69
Liberty County	53
Madison County	72
Marion County	54
Matagorda County	30
Maverick County	81
McCulloch County	57
Milam County	61
Mitchell County	63
Morris County	31
Navarro County	66
Newton County	70
Presidio County	90
Rains County	68
Red River County	73
Reeves County	54
Runnels County	68
Rusk County	38
Sabine County	43
San Augustine County	75
San Jacinto County	62
San Patricio County	53
Schleicher County	56
Starr County	95
Trinity County	69
Tyler County	53
Upshur County	46
Uvalde County	72
Val Verde County	60
Ward County	35
Webb County	69
Willacy County	77
Wood County	51
Zavala County	95

EXHIBIT B

Additional Adjustments for Cities Within an Economically Disadvantaged County
FY 2012

Every eligible county receives an adjustment to its local match requirement ranging from 15 (minimum) to 95 (maximum) percent. A city within an economically disadvantaged county receives an adjustment equal to the adjustment for the county in which it is located, with the possibility of up to 10 additional percentage points based on its population and the existence of an economic development sales tax.

The two following tables depict the additional percentage points that cities may be granted.

Economic Development Sales Tax:

ADDITIONAL PERCENTAGE

YES	5%
NO	0%

Population:

ADDITIONAL PERCENTAGE

x < 1,000	5%
1,000 < x < 2,000	4%
2,000 < x < 3,000	3%
3,000 < x < 4,000	2%
4,000 < x < 5,000	1%
x > 5,000	0%

#17

976

FILED FOR RECORD

2012 JOINT PRIMARY ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF NAVARRO

2011 NOV 28 PM 3:21

DANDA PARKER
NAVARRO CO. ELECTIONS

10
November 2011
DEPUTY

THIS CONTRACT is made and entered into this 10 day of November, 2011 by and between the Navarro County Republican Party, acting by and through the Chair of its County Executive Committee, Frank Steed (name), hereinafter referred to as "Party," and Danda Parker (name), County Election Officer of Navarro County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Navarro County Joint Primary Election on March 6, 2012 (hereinafter referred to as the "election"), and the Navarro County Joint Runoff Primary Election, if necessary, on May 22, 2012 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Navarro County Commissioners Court on _____, 2011, _____ County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Navarro County Republican Party and Navarro County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*) in connection with the election and the runoff election:

- 1.1 Prepare and submit all required submissions to the U.S. Department of Justice under the federal Voting Rights Act of 1965, as amended, on behalf of the Party for the election and runoff election.
- 1.2 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct.

- 1.3 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.4 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.5 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.6 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.
- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.

- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
 - 1.15 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
 - 1.16 Submit Election Night Returns (ENR) electronically to the SOS in the form requested by the SOS in accordance with Sections 68.001 and 68.034, Texas Election Code.
 - 1.17 If requested by the Party, prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 Upon request of the Contracting Officer, provide the Contracting Officer with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice. If the Contracting Officer is not responsible for preparing and submitting the required submissions, this duty is the responsibility of the Party.
 - 2.2 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
 - 2.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
 - 2.4 As soon as possible after December 12, 2012 (or in the case of a runoff election, after the ~~canvass of the March 6, 2012 election~~), ~~certify in writing to the~~ Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.
 - 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.

- 2.6 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

3. ***Compensation, Billing, and Payment.***

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may be paid money in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code (created by NEW LAW, House bill 1789, 82nd Legislature, 2011).
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.

- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.

4. Early Voting. In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. Voting System. The voting system to be used in the election and runoff election is ES&S Ivotronica & M100s

6. Acknowledgement of Shared Election. The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. General Provisions.

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the

runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Navarro County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:
 Name Danda Parker
 Mailing Address P.O. Box 1018
Corsicana, TX 75151
 Tel.: 903-875-3330
 Fax: 903-875-3331
 Email: dparker@navarrocounty.org

For the Party:
 Name FRANK STOOD
 Mailing Address 111-B W 3rd Ave
Corsicana, TX 75151
 Tel.: 214-616-4551
 Fax: _____

Email: charm@navajop.com

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By [Signature]
Title Elections Administrator
Date 11/16/11

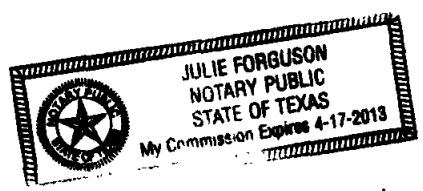
The Party

By [Signature]
Title Charm
Date 11/16/2011

The State of Texas §
County of Navajo §

Before me, the undersigned authority, on this day personally appeared Danda Parker and Frank Steed known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the 16th day of November, 2011.

(Seal)



[Signature]
Signature of officer administering oath
Notary Public
Title of officer administering oath

PRIMARY JOINT RESOLUTION

A. JOINT RESOLUTION

WHEREAS, the Democratic Party of Navarro County, Texas, and the
Republican Party of Navarro County, Texas, desire to enter into a 2012 Joint
(year)
Primary Election Services Contract with the Navarro County Election Officer.

AND WHEREAS, the Commissioners Court of Navarro County, Texas desires to give
authorization for said Contract.

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

Said Commissioners Court authorizes a Joint Contract by and among, Eddie Pevehouse,
Democratic County Chair, and Frank Steed, Republican County Chair, and
Danda Parker, County Election Officer of Navarro County, Texas, for the conduct and
supervision of the Navarro County Joint Primary Election on March 2, 2012,
and the Navarro County Joint Primary Runoff Election, if necessary, on May 22, 2012.

PASSED AND APPROVED, THIS 28 DAY OF November, 2011.

[Signature]
Signature of County Judge

[Signature]
Signature of Commissioner, Precinct 1

[Signature]
Signature of Commissioner, Precinct 2

[Signature]
Signature of Commissioner, Precinct 3

[Signature]
Signature of Commissioner, Precinct 4

Navarro County Democratic Party

Navarro County Republican Party

By: [Signature] County Chair

By: [Signature] County Chair

County Elections Official
By: [Signature] County Election Officer

984

FILED FOR RECORD

2012 JOINT PRIMARY ELECTION SERVICES CONTRACT WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS, COUNTY OF NAVARRO

NOV 28 PM 3:21

DANDA PARKER NAVARRO CO. ELECTIONS BY [Signature] DEPUTY

THIS CONTRACT is made and entered into this 10 day of November, 2011 by and between the Navarro County Democratic Party, acting by and through the Chair of its County Executive Committee, Eddie Pevehouse (name), hereinafter referred to as "Party," and Danda Parker (name), County Election Officer of Navarro County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Navarro County Joint Primary Election on March 6, 2012 (hereinafter referred to as the "election"), and the Navarro County Joint Runoff Primary Election, if necessary, on May 22, 2012 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Navarro County Commissioners Court on _____, 2011, _____ County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Navarro County Republican Party and Navarro County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

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- 1.2 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct.

- 1.3 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
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- 1.5 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.6 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098 and 129.021-129.023, Texas Election Code.
- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.
- 1.12 Arrange for the use of a central counting/central accumulation station and for the tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.

- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
 - 1.15 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
 - 1.16 Submit Election Night Returns (ENR) electronically to the SOS in the form requested by the SOS in accordance with Sections 68.001 and 68.034, Texas Election Code.
 - 1.17 If requested by the Party, prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.
- 2. *Duties and Services of the Party.*** The Party shall be responsible for performing the following duties in connection with the election and the runoff election:
- 2.1 Upon request of the Contracting Officer, provide the Contracting Officer with any information the Contracting Officer may need to prepare and submit the required submissions to the U.S. Department of Justice. If the Contracting Officer is not responsible for preparing and submitting the required submissions, this duty is the responsibility of the Party.
 - 2.2 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
 - 2.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
 - 2.4 As soon as possible after December 12, 2012 (or in the case of a runoff election, after the canvass of the March 6, 2012 election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.
 - 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.

- 2.6 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.
3. ***Compensation, Billing, and Payment.***
- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may be paid money in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code (created by NEW LAW, House bill 1789, 82nd Legislature, 2011).
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.

- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
- 4. Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
- 5. Voting System.** The voting system to be used in the election and runoff election is ES&S Ivotronics & M100s.
- 6. Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(d), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.
- 7. General Provisions.**
- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the

runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Navarro County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name Danda Parker
 Mailing Address P.O. Box 1018
Corsicana, TX 75151
 Tel.: 903-875-3330
 Fax: 903-875-3331
 Email: dparker@navarrocounty.org

For the Party:

Name Eddie Peckhouse
 Mailing Address 416 W 3rd
Corsicana TX 75110
 Tel.: 903 872-3899
 Fax: _____

Email: _____

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By *Donda Parker*
Title *Elections Administrator*
Date *11/16/11*

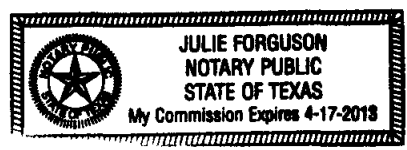
The Party

By *Eddie L. Levehouse*
Title *Democratic County Chairwoman*
Date *November 16, 2011*

The State of Texas §
County of *Navarro* §

Before me, the undersigned authority, on this day personally appeared *Donda Parker* and *Eddie Levehouse* known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the *16th* day of *Nov.*, 20*11*.

(Seal)



Julie Forgyson
Signature of officer administering oath.
Notary Public
Title of officer administering oath

PRIMARY JOINT RESOLUTION

A. JOINT RESOLUTION


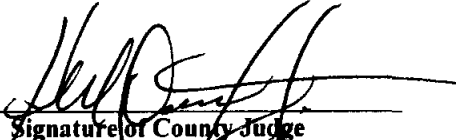



WHEREAS, the Democratic Party of Navarro County, Texas, and the Republican Party of Navarro County, Texas, desire to enter into a 2012 Joint Primary Election Services Contract with the Navarro County Election Officer. (year)

AND WHEREAS, the Commissioners Court of Navarro County, Texas desires to give authorization for said Contract.

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

Said Commissioners Court authorizes a Joint Contract by and among, Eddie Pevehouse, Democratic County Chair, and Frank Steed, Republican County Chair, and Danda Parker, County Election Officer of Navarro County, Texas, for the conduct and supervision of the Navarro County Joint Primary Election on March 2, 2012, and the Navarro County Joint Primary Runoff Election, if necessary, on May 22, 2012.

PASSED AND APPROVED, THIS 28 DAY OF November, 2011.

 Signature of Commissioner, Precinct 1	 Signature of County Judge	 Signature of Commissioner, Precinct 2
 Signature of Commissioner, Precinct 3	 Signature of Commissioner, Precinct 4	

Navarro County Democratic Party
By: Eddie L. Pevehouse, County Chair

Navarro County Republican Party
By: [Signature], County Chair

County Elections Official
By: [Signature], County Election Officer

#19



Tommy Pryor <tpryor@navarrocounty.org>

Quote

1 message

Kevin Thedford <dtos123@airmail.net>

Mon, Nov 28, 2011 at 9:43 AM

To: Tommy Pryor <tpryor@navarrocounty.org>

Navarro County:

12 Lenovo Thinkpad T420 4177R3U @ \$ 799.00	\$ 9588.00	
Lenovo ThinkPad T420 4177R3U 14" LED Notebook - Core i5 i5-2430M 2.4GHz - Black 1366 x 768 WXGA Display - 4 GB RAM - 320 GB HDD - DVD-Writer - Intel HD 3000 Graphics Card - Bluetooth - Webcam - Genuine Windows 7 Professional - 9 Hour Battery - DisplayPort		
12 43R2482 Lenovo Thinkpad Backpack Case @55.00	\$ 660.00	
14 433810U Thinkpad Mini Dock @ \$ 219.99 Extd	\$ 3066.00	Compatible systems
12 Microsoft Office Professional 2010 @ 349.00 Extd	\$ 4188.00	
4 HP Officejet 8600 Multifunction @ 199.99 Extd	\$ 799.96	
Total	\$ 18301.96	

Price includes setting hardware in place, Tommy will help with any questions.

Thank you,
Kevin Thedford dtos123@airmail.net
Dean Thedford Office Supply

#20

993

NAVARRO COUNTY COMMISSIONERS COURT

RESOLUTION ON RATES OF PAYMENT FOR THE CARE OF INMATES IN THE CUSTODY OF NAVARRO COUNTY

WHEREAS, the Commissioners' Court of Navarro County, Texas convened in regular term on Monday, November 28, 2011, in the County Court Room at 300 West Third Ave, Corsicana, Texas, with proper notice given and a quorum of the court present; and

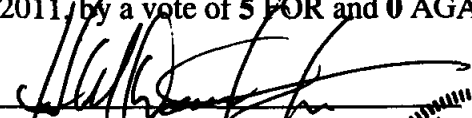
WHEREAS, the matter of payment rates for health care services for inmates who are in the custody of Navarro County came before the Court;

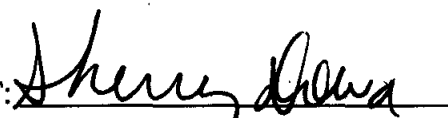
NOW THEREFORE, on a motion made by **Commissioner Dick Martin**, seconded by **Commissioner James Olsen**, and adopted by the vote indicated below, the following resolution is hereby adopted:

Pursuant to applicable law, the Commissioners' Court of Navarro County hereby resolves and authorizes that:

1. Navarro County will only pay current indigent or Medicaid rates for all health care products and services provided to inmates who are in the custody of Navarro County;
2. The County Auditor is hereby authorized to send notice to all medical providers notifying them the Navarro County will only pay current indigent or Medicaid rates for all healthcare products and services provided to inmates who are in the custody of Navarro County;
3. Nothing in this Resolution shall be interpreted to require Navarro County to assume responsibility for the payment of any health care expenses for inmates who are residents of any other entity which has responsibility for payment of indigent health care expenses for its residents under Chapter 61 of the Texas Health and Safety Code;
4. Nothing in this Resolution shall be interpreted to prevent Navarro County or any other entity from recovering the cost of inmate health care expenses through the subrogation process provided for in Section 61.044 of the Texas Health and Safety Code;
5. This Resolution will become effective immediately and will apply to all payments made by Navarro County for inmate health care expenses on or after this date.

ADOPTED by the Commissioners Court of Navarro County, Texas on this 28th day of November, 2011, by a vote of 5 FOR and 0 AGAINST.

SIGNED: 
H.M. Davenport, County Judge

ATTEST: 
Sherry Dowd, County Clerk



Navarro County Fund Balance Policy

November 28, 2011

Observations:

Government operations require proper funding. Principles of sound financial management dictate that Navarro County must keep adequate fund balance to provide a stable financial foundation. Keeping sufficient fund balance helps mitigate the risks of possible revenue shortfalls and unanticipated expenditures. In most cases, fund balance discussions focus on the General Fund. (Fund balances of Special Revenue Funds are typically restricted to particular purposes.)

Credit rating agencies monitor fund balance available to governments as part of evaluating creditworthiness. They also place a high value on properly documented policy statements regarding fund balance.

Governmental accounting standards require designation of fund balance components, as follows:

- Non-spendable (e.g., inventories, or prepaid expenses);
- Restricted (i.e., legal limits or contractual restrictions);
- Committed (i.e., limited by formal action of Commissioners Court);
- Assigned (reflects the "intent" to limit, evidenced by behaviors or circumstances);
- Unassigned (available spendable resources).

Policy:

Navarro County hereby adopts this statement of Fund Balance Policy, to be in effect for the fiscal year ending September 30, 2011, and thereafter until rescinded, amended or otherwise modified by Commissioners Court. Specific provisions of this policy are as follow:

- (1) Navarro County will comply with laws and generally accepted government accounting principles regarding maintenance and disclosure of fund balance;
- (2) Committed Fund Balance shall be designated only by formal action of Commissioners Court. Assigned Fund Balance shall be determined by the County Auditor based on the intent of commissioners' court or other determining factors;

Navarro County Fund Balance Policy

- (3) Where appropriate, Navarro County will typically use restricted, committed, and/or assigned fund balances, in that order, prior to using unassigned resources, but it reserves the right to deviate from this general strategy;
- (4) The target level for the Navarro County General Fund Unassigned Fund Balance is hereby set at 60 days of the budgeted General Fund expenditures, considering the annual budget, as amended, for any given fiscal year;
- (5) The primary mechanisms for keeping the fund balance target level are: (a) setting proper tax rates and tax revenues, and (b) controlling Navarro County expenditures. These are accomplished by the oversight of Commissioners Court;
- (6) If Unassigned Fund Balance rises above or falls below the target level, then Commissioners Court shall consider remedies during the annual budgeting process. However, if the change in fund balance is severe, then Commissioners Court may consider remedies at their earliest opportunity;
- (7) Specific Navarro County financial conditions, economic circumstances or special initiatives may be deemed suitable reasons for temporary non-compliance with this policy statement;
- (8) Excess Unassigned Fund Balance may be utilized for one-time, non-recurring expenditures such as purchases of capital assets; however, it cannot justify increased overhead levels of future maintenance and operating costs.

Adopted this 28th day of November, 2011:

Commissioner Precinct 1 Kid Herington

Commissioner Precinct 2 Bob Martin

Commissioner Precinct 3 Bob Brown

Commissioner Precinct 4 Tom Olson

County Judge Steve Jones

Sherry Reed

Certified by Navarro County Clerk



23

996



DCT Industrial Trust Inc. | 5430 LBJ Freeway, Suite 1030 | Dallas, TX 75240

November 11, 2011

H.M. Davenport
County Judge
Navarro County Courthouse
300 West 3rd Ave
Corsicana, TX 75110

RE: Landlord's Consent for Alterations, pursuant to Lease Agreement dated June 18, 1999, as amended by Supplemental Lease Agreement dated September 2, 2003 and Second Amendment to Lease dated October 30, 2008 ("Lease") by and between CIVF I – TX1B01 & B02, M02-M05, W04, W07-W10, L.P. a Delaware limited partnership, as successor-in-interest to Petroleum, Inc. (as "Landlord") and Navarro County for Occupancy of the North Texas High Intensity Drug Trafficking Area (HIDTA) (as "Tenant") for those certain Premises consisting of approximately 31,747 Rentable square feet commonly known as 8404 Esters Blvd, Suite 100, Irving, TX (the "Premises")

Dear Mr. Davenport:

Pursuant to the provisions of the Lease, Tenant has requested Landlord's consent to the installation of those certain Alterations to the Premises as more fully described below:

Installation of Fiber Optic Internet Service. Lines will be run under the sidewalk and come up through the front landscape. A one half inch penetration will be made in the wall to run the lines. All conduit will be in hard metal raceways and any penetrations properly sealed, any roof penetrations will be made by Landlord's approved roofer, and mounting brackets will be used on roof skids. Please refer to the attached Exhibit B for specifications.

("Improvements")

Landlord hereby grants its consent to the foregoing Improvements, subject to Landlord's approval of the plans and specifications related thereto and upon the express understandings and conditions that: (a) such Improvements shall be considered "Alterations" for the purposes of the Lease, and therefore, the installation of such Improvements shall be governed by the provisions of Paragraph 6 of the Lease,

(b) such Improvements shall be constructed in compliance with all applicable Legal Requirements (as defined in the Lease), and (c) Tenant shall remove, at its sole cost and expense, such Improvements upon the expiration or earlier termination of the Lease, and Tenant shall repair, at its sole cost and expense, any damage to the Premises caused by such removal.

Please indicate your acknowledgement and concurrence with the foregoing by executing below. Thank you.


Yours very truly,

CIVF I - TX1B01 & B02, M02-M05, W04, W07-W10, L.P.,
a Delaware limited partnership

By: CIVF I - TX GP, LLC,
a Delaware limited liability company,
its General Partner

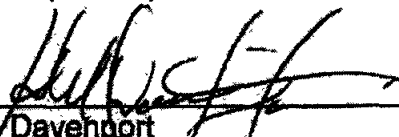
By: DCT Industrial Value Fund I, L.P.,
a Delaware limited partnership,
its Sole Member

By: DCT Industrial Value Fund I, Inc.,
a Maryland corporation,
its General Partner

By: 
Name: Jacqueline J Byrd
Title: Vice President, Regional Director of Property Management

ACKNOWLEDGED AND AGREED TO BY:

Navarro County for Occupancy of
The North Texas High Intensity
Drug Trafficking Area (HIDTA)

BY: 
NAME: H. M. Davenport
TITLE: County Judge, Navarro County
DATE: 11/28/11

#124

998

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.txdps.state.tx.us



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

PUBLIC ASSISTANCE CLOSEOUT CERTIFICATION FORM

Date: 9/12/2011

Applicant: Navarro County

Contact Person: Kathy Hollomon

Phone Number: 903-654-3095

Disaster Number: 1709

PA ID Number: 349-99349-00

PW Numbers: Package # 35, 41, 45, 52, 54 & 56

Damaged Facilities: Various Road & Bridge Repairs

Locations: Corsicana Texas, 75110

CERTIFICATION

I HEREBY CERTIFY THAT FOR THE PROJECT WORKSHEET(S) INDICATED ABOVE THAT:

1. All work and costs claimed are eligible in accordance with the grant conditions.
2. All worked claimed has been completed.
3. All expenses for work claimed and deemed eligible have been paid in full.
4. We make no further claim for damages described under the damage dimensions description section of the referenced Project Worksheet(s).

SIGNED: _____

Applicant's Authorized Representative

Date: _____

11/28/11

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1699	N	\$8,519.00	0	N C 41		12/29/2008	5	\$8,519.00	1-14-09	\$ 8,612.80	

SITE NUMBER : 1 FACILITY NAME : ROAD AND BRIDGES

LOCATION COUNTY ROAD SW 3100

SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND CMP CULVERT (FEMA CODE 3354) 24" X 30' @ \$30.00/LF = \$900.00, PLACE UNCLASSIFIED FILL AROUND CULVERTS (FEMA CODE 3020), 80' X 20' X 8' = 474 CY X \$8.00/CY = \$2844.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 1450' X 20' X 4" = 355 CY X \$13.00/CY = \$4615.00, DITCH GRADING/PULLING SHOULDERS (FEMA CODE 3071) 0.5 MI X \$320.00/MI = \$160.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1700	N	\$9,967.00	0	N C 41		12/29/2008	5	\$9,967.00	11-4-08	\$ 11,662.69	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SW 3090

SCOPE OF WORK WORK TO BE COMPLETED: REPLACE IN KIND CMP CULVERT (FEMA CODE 3360) 60" X 40' @ \$76.00/LF = \$3040.00, PLACE UNCLASSIFIED FILL AROUND CULVERTS (FEMA CODE 3020), 50' X 20' X 7' = 260 CY X \$6.00/CY = \$1560.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 1650' X 20' X 4" = 403 CY X \$13.00/CY = \$5,239.00, DITCH GRADING AND/PULLING SHOULDERS (FEMA CODE 3071), 0.4 MI X \$320.00/MI = \$128.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1701	N	\$7,810.00	0	N C 41		12/29/2008	10	\$7,810.00	5-8-09	\$ 8,024.63	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NW 1330

SCOPE OF WORK WORK TO BE COMPLETED: GRADING (SUBGRADE SHAPING) (FEMA CODE 3060), 1710' X 20' = 3800 SY X \$0.60/SY = \$2280.00, PLACE AGGREGATE SURFACE COURSE ON ROAD FEMA (CODE 3011), 1710' X 20' X 4" = 418 CY X \$13.00/CY = \$5434.00, DITCH GRADING/PULLING SHOULDERS (FEMA CODE 3071), 0.3 MI X \$320.00/MI = \$96.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

999
669

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Estg Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1702	N	\$3,427.00	0	N C 41		12/29/2008	5	\$3,427.00	12-5-07	\$ <u>3340.53</u>	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SW 1090
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND CMP CULVERT (FEMA CODE 3356) 36" X 24' @ \$41.00/LF = \$984.00, PLACE UNCLASSIFIED FILL AROUND CULVERTS (FEMA CODE 3020), 35' X 20' X 5' = 130 CY X \$6.00/CY = \$780.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 500' X 20' X 4" = 123 CY X \$13.00/CY = \$1599.00. GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.2 MILE @ \$320.00/MI = \$64.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1703	N	\$5,960.00	0	N C 41		12/29/2008	5	\$5,960.00	11-27-07	\$ <u>5312.78</u>	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NW 4080
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND TWO CMP CULVERTS (FEMA CODE 3356) 36" X 24' @ \$41.00/LF = \$1968.00, PLACE UNCLASSIFIED FILL AROUND CULVERTS (FEMA CODE 3020), 50' X 20' X 5' = 186 CY X \$6.00/CY = \$1116.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 300' X 20' X 4" = 74 CY X \$13.00/CY = \$962.00. DITCH GRADING/PULLING SHOULDERS (FEMA CODE 3071) 0.2 MI X \$320.00/MI = \$64.00.

APPLICANT HAS REQUESTED 408 MITIGATION FOR EROSION CONTROL AT TWO CMP CULVERTS. SEE HMP ATTACHMENT.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1704	N	\$5,794.00	0	N C 41		12/29/2008	5	\$5,794.00	11-27-07	\$ <u>4053.52</u>	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SW 3150
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND TWO CMP CULVERTS (FEMA CODE 3356) 36" X 24' @ \$41.00/LF = \$1968.00, PLACE UNCLASSIFIED FILL AROUND CULVERTS (FEMA CODE 3020), 60' X 20' X 5' = 223 CY X \$6.00/CY = \$1338.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 750' X 20' X 4" = 184 CY X \$13.00/CY = \$2392.00. DITCH GRADING/PULLING SHOULDERS (FEMA CODE 3071) 0.3 MI X \$320.00/MI = \$96.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1000

Date: 09/12/2011

**FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709**

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1712	N	\$9,832.20	0	N C 41		12/29/2008	5	\$9,832.20	9-30-08	\$ 7104.67	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NW 2120

SCOPE OF WORK WORK TO BE COMPLETED: GRADING (SUBGRADE SHAPING) (FEMA CODE 3060), 2150' X 20' = 4777 SY X \$0.60/SY = 2866.20, PLACE AGGREGATE SURFACE COURSE ON ROAD FEMA (CODE 3011), 2150' X 20' X 4" = 526 CY X \$13.00/CY = \$6838.00, DITCH GRADING/PULLING SHOULDERS (FEMA CODE 3071), 0.4 MI X \$320.00/MI = \$128.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1715	N	\$10,669.00	0	N C 35		12/29/2008	5	\$10,669.00	1-12-10	\$ 8801.59	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SW 3110
BEGINNING AT LAT/LONG (31.99290, -96.55613) AND ENDING AT (31.986.82, -96.56396)

SCOPE OF WORK WORK TO BE COMPLETED: REPLACE IN KIND CMP CULVERT (FEMA CODE 3353) 18' X 40' @ \$23.00/LF = \$920.00, PLACE UNCLASSIFIED FILL AROUND CULVERTS (FEMA CODE 3020), 20' X 20' X 2' = 30 CY X \$6.00/CY = \$180.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 2800' X 20' X 4" = 709 CY X \$13.00/CY = \$9217.00, GRADE AND PULL DITCHES, (FEMA CODE 3071), 1.1 MILE @ \$320.00/MI = \$352.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1839	N	\$9,398.00	0	N C 45		12/29/2008	5	\$9,398.00	8-03-07	\$ 2222.86	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NE 3140

SCOPE OF WORK WORK TO BE COMPLETED: REPLACE IN KIND CMP CULVERT (FEMA CODE 3360) 60' X 40' X \$76.00/LF = \$3040.00, PLACE UNCLASSIFIED FILL AROUND CULVERT, (FEMA CODE 3020) 80' X 20' X 7' = 415 CY X 6.00/CY = \$2490.00, PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3251), 60' X 7' X 24" X 2 = 63 CY X \$16.00/CY = \$1008.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 500' X 20' X 4" = 123 CY X \$13.00/CY = \$1599, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.2 MILE @ \$320.00/MI = \$64.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1001

Date: 09/12/2011

**FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709**

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1840	N	\$9,698.60	0	N C	45	12/29/2008	5	\$9,698.60	7-19-07	\$6970.59	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SE 2240

SCOPE OF WORK WORK TO BE COMPLETED: REPLACE IN KIND CMP CULVERT (FEMA CODE 3361) 72" X 40' X \$115.00/LF = \$4,600.00, PLACE UNCLASSIFIED FILL AROUND CULVERT, (FEMA CODE 3020) 50' X 30' X 3' = 500 CY X 6.00/CY = \$3000.00, PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3251), 24' X 12' X 24" X 2 = 43 CY X \$16.00/CY = \$688.00, PLACE BITUMINOUS COLD PATCH ON ROAD SURFACE, (FEMA CODE 3100) 50' X 20' X 1" = 112 SY X \$5.30.00/CY = \$593.60.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1849	N	\$22,018.00	0	N C	45	12/29/2008	10	\$22,018.00	11-30-07	\$4155.03	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NW 4030

SCOPE OF WORK WORK TO BE COMPLETED: GRADING (SUBGRADE SHAPING) (FEMA CODE 3080), 4752' X 20' = 10560 SY X \$0.60/SY = \$6336.00, PLACE AGGREGATE SURFACE COURSE ON ROAD FEMA (CODE 3011), 4752' X 20' X 4" = 1162 CY X \$13.00/CY = \$15106.00, DITCH GRADING/PULLING SHOULDERS (FEMA CODE 3071), 1.8 MI X \$320.00/MI = \$576.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1850	N	\$12,697.00	0	N C	45	12/29/2008	5	\$12,697.00	12-19-07	\$2931.96	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NW 4310

SCOPE OF WORK WORK TO BE COMPLETED: REPLACE IN KIND CMP CULVERT (FEMA CODE 3354), 24" X 30' X \$30.00/LF = \$900.00, UNCLASSIFIED FILL AROUND CULVERT (FEMA CODE 3020), 100' X 20' X 3' = 223 CY X \$6.00/CY = \$1338.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 0.6 MI X 20' X 4" = 775 CY X \$13.00/CY = \$10075.00. GRADE AND PULL DITCHES, (FEMA CODE 3071), 1.2 MILE @ \$320.00/MI = \$384.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

100 B

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1851	N	\$6,205.40	0	N C	45	12/29/2008	5	\$6,205.40	11-26-07	\$ 1,017.45	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NW 4300

SCOPE OF WORK WORK TO BE COMPLETED: PLACE UNCLASSIFIED FILL AROUND ENDS OF CULVERT, (FEMA CODE 3020) 60' X 18' X 12' = 427 CY X 6.00/CY = \$2562, PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 4061), 60' X 12' X 24" X 2 = 107 CY X \$30.00/CY = \$3210, PLACE UNCLASSIFIED FILL ON ROAD SURFACE 200' X 15' X 6" = 56 CY X \$6.00/CY = \$336.00, GRADE AND SHAPE UNPAVED ROAD (FEMA CODE 3072) 200' X 15' = 334 SY X 0.10/SY = \$33.40, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.2 MILE @ \$320.00/MI = \$64.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1852	N	\$2,047.00	0	N C	45	12/29/2008	5	\$2,047.00	12-5-07	\$ 1,576.32	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NW 4350

SCOPE OF WORK WORK TO BE COMPLETED:

PLACE UNCLASSIFIED FILL AROUND END OF BRIDGE (FEMA CODE 3020), 18' X 12' X 8" = 64 CY X \$6.00/CY = \$384.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 500' X 20' X 4" = 123 CY X \$13.00/CY = \$1599.00. GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.2 MILE @ \$320.00/MI = \$64.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1853	N	\$4,851.00	0	N C	45	12/29/2008	5	\$4,851.00	2-29-08	\$ 5,376.15	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SW 1110

SCOPE OF WORK WORK TO BE COMPLETED:

PLACE UNCLASSIFIED FILL AROUND ENDS OF BRIDGE (FEMA CODE 3020), 80' X 20' X 8" = 474 CY X \$6.00/CY = \$2844.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 600' X 20' X 4" = 147 CY X \$13.00/CY = \$1911.00. GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.3 MILE @ \$320.00/MI = \$96.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1003

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1855	N	\$4,418.00	0	N C	45	12/29/2008	5	\$4,418.00	1-12-09	\$2371.89	

SITE NUMBER : 2 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NW 4290

SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND CMP CULVERT (FEMA CODE 3358), 48" X 40' X \$62.00/LF = \$2480.00, UNCLASSIFIED FILL AROUND CULVERT (FEMA CODE 3020), 40' X 20' X 6" = 178 CY X \$6.00/CY = \$1068.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 250' X 20' X 4" = 62 CY X \$13.00/CY = \$806.00. GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.2 MILE @ \$320.00/MI = \$64.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1856	N	\$2,602.00	0	N C	45	12/29/2008	5	\$2,602.00	4-30-08	\$4492.16	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SW 1120

SCOPE OF WORK WORK TO BE COMPLETED:

PLACE UNCLASSIFIED FILL AROUND END OF BRIDGE (FEMA CODE 3020), 10' X 20' X 6" = 45 CY X \$6.00/CY = \$270.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 700' X 20' X 4" = 172 CY X \$13.00/CY = \$2236.00. GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.3 MILE @ \$320.00/MI = \$96.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1879	N	\$15,862.00	0	N C	45	12/29/2008	10	\$15,862.00	8-3-08	\$2925.81	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NE 2160

SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE UNCLASSIFIED FILL ON ROAD BED , (FEMA CODE 3020) 20' X 20' X 2' = 30 CY X 6.00/CY = \$180.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 0.9 MI X 20' X 4" = 1162 CY X \$13.00/CY = \$15106.00, GRADE AND PULL DITCHES, (FEMA CODE 3071), 1.8 MILE @ \$320.00/MI = \$576.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1004

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1880	N	\$5,332.00	0	N C 45		12/29/2008	10	\$5,332.00	7-17-07	\$ 1008.27	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NE 2010
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE UNCLASSIFIED FILL (FEMA CODE 3020) AT BRIDGE ABUTMENT, 30' X 20' X 8" = 178 CY, AND 250' X 20' X 3" = 47 CY ON ROAD BED , TOTAL 225 CY X \$6.00/CY = \$1350.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (FEMA CODE 3011), 1200' X 20' X 4" = 294 CY X \$13.00/CY = \$3822, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.5 MILE @ \$320.00/MI = \$160.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1881	N	\$10,639.00	0	N C 45		12/29/2008	10	\$10,639.00	7-10-07	\$ 984.24	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SE 3100
SCOPE OF WORK WORK TO BE COMPLETED: REPLACE UNCLASSIFIED FILL ON ROAD BED , (FEMA CODE 3020) 40' X 20' X 1" = 30 CY X 6.00/CY =

\$180.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 0.6 MI X 20' X 4" = 775 CY X \$13.00/CY = \$10,075.00, GRADE AND PULL DITCHES, (FEMA CODE 3071), 1.2 MILE @ \$320.00/MI = \$384.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1883	N	\$5,854.00	0	N C 45		12/29/2008	5	\$5,854.00	12-5-08	\$ 32,449.96	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NE 2170
SCOPE OF WORK WORK TO BE COMPLETED: REPLACE UNCLASSIFIED FILL ON ROAD BED , (FEMA CODE 3020) 25' X 20' X 2" = 37 CY X 6.00/CY =

\$222.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 1700' X 20' X 4" = 416 CY X \$13.00/CY = \$5408.00, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.7 MILE @ \$320.00/MI = \$224.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1005

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
1886	N	\$3,980.70	0	N C	45	12/29/2008	15	\$3,980.70	7-26-07	\$403.24	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SE 0120
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE UNCLASSIFIED FILL ON ROAD BED, (FEMA CODE 3020) 4250' X 12' X 3" = 473 CY X 6.00/CY = \$2838.00, GRADE AND SHAPE DIRT ROAD SURFACE, (FEMA CODE 3072) 4250' X 12' = 5667 SY X \$0.10/SY = \$566.70, GRADE AND PULL DITCHES, (FEMA CODE 3071), 1.8 MILE @ \$320.00/MM = \$576.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2222	N	\$19,229.07	0	N C	52	12/29/2008	65	\$19,229.07	8-30-07	\$20695.82	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SE 2385
SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (62 HRS), FORCE ACCOUNT EQUIPMENT (59.5 HRS), MATERIALS (140 TONS OF RIP RAP, 72" X 50' CMP CULVERT, 179.5 TONS FILL, 53.47 TONS OF BASE MATERIAL) AND CONTRACT EQUIPMENT TO MAKE REPAIRS TO DAMAGED ROAD TO PRE-DISASTER CONDITIONS.

WORK TO BE COMPLETED:

PLACE RIP RAP ON SLOPES AROUND CULVERT, (40 CY X \$35.00/CY = \$1400.00 FEMA CODE 3250), PLACE AGGREGATE SURFACE COURSE ON ROAD (120' X 20' X 4" = 30 CY X \$13.00/CY = \$390.00 FEMA CODE 3011), PLACE BITUMINOUS COLD PATCH ON BASE SURFACE (120' X 20' X 1" = 267 SY X \$5.30/SY = \$1415.10 FEMA CODE 3100), REPLACE CONCRETE HEADWALLS, (20' X 10' X 6" X 2 = 7.5 CY X \$350/CY = \$2625 FEMA CODE 3210)

2225	N	\$8,180.56	0	N C	52	12/29/2008	70	\$8,180.56	8-1-07	\$8976.59	
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SITE NUMBER : 1 FACILITY NAME : CULVERT WASH-OUT REPLACEMENT
LOCATION COUNTY ROAD SE 2370 - MIDWAY
SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (44 HRS), FORCE ACCOUNT EQUIPMENT (33 HRS) AND MATERIALS, (60" X 40' CMP CULVERT, 80 TONS OF RIP RAP, AND 108.82 TONS OF BASE TO REPAIR DAMAGES TO COUNTY ROAD S 2370.

WORK TO BE COMPLETED:

PLACE ADDITIONAL RIP RAP ON SLOPES AT CULVERT ENDS, (80' X 3' X 24" = 20 CY X \$35.00/CY = \$700.00 FEMA CODE 3250) PLACE BITUMINOUS COLD PATCH (75' X 20' X 1" = 187 SY X \$5.30/SY = \$885.10 FEMA CODE 3100) TO BRING FACILITY TO PRE-DISASTER CONDITION.

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND RECORDS SHOULD BE RETAINED FOR AT LEAST THREE YEARS.

7001

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2315	N	\$6,672.00	0	N C	54	12/29/2008	10	\$6,672.00	8-15-07	\$ 4661.58	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NW 1160
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND CMP CULVERT (FEMA CODE 3361) 72' X 24' X \$115.00/LF = \$2760.00, PLACE UNCLASSIFIED FILL AROUND CULVERT, (FEMA CODE 3020) 50' X 20' X 8' = 298 CY X 7.00/CY = \$2072.00, PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250), 50' X 8' X 24" = 29 CY X \$35.00/CY = \$1015.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 250' X 20' X 4" = 61 CY X \$13.00/CY = \$793, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2316	N	\$3,016.00	0	N C	54	12/29/2008	5	\$3,016.00	1-23-08	\$ 1691.81	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NE 0190
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE UNCLASSIFIED FILL ON ROAD BED , (FEMA CODE 3020) 30' X 20' X 5' = 112 CY X 7.00/CY = \$784.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 165' X 20' X 4" = 40 CY X \$13.00/CY = \$520.00, RE PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250) 55' X 6' X 24" X 2 = 48 CY X \$35.00 = \$1680.00, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2317	N	\$21,468.37	0	N C	54	12/29/2008	75	\$21,468.37	8-7-07	\$ 24826.90	
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SITE NUMBER : 2 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SW 4220-SHADY GROVE
SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (68 HRS), FORCE ACCOUNT EQUIPMENT (68 HRS), MATERIALS (CMP CULVERT 96IN X 65FT W/BAND, 160 TONS OF RIP RAP, 113.11 TONS OF BASE MATERIAL, AND 300.67 TONS OF FILL MATERIAL), AND CONTRACT EQUIPMENT TO REMOVE AND REPLACE DESTROYED CMP CULVERT, PLACE FILL AROUND NEW CULVERT(50FT X 20FT X 9FT = 333 CY), PLACE RIP RAP ON SLOPES AT BOTH ENDS OF CULVERT (85FT X 9FT X 24IN X 2 SIDES = 114 CY) AND PLACE AGGREGATE ON ROAD SURFACE (330FT X 20FT X 4IN = 81 CY)

WORK TO BE COMPLETED:

REPLACE WASHED OUT RIP RAP ON SLOPES ON BOTH SIDES OF CULVERT (85FT X 2.5FT X 24IN X 2 SIDES = 32 CY X \$35.00/CY = \$1120.00 FEMA CODE 3250), PLACE AGGREGATE SURFACE COURSE ON REMAINING DAMAGED ROAD SURFACE (500FT X 20FT X 4IN = 123 CY X \$13.00/CY = \$1599.00 FEMA CODE 3011)

THE PROJECT OFFICER AND THE APPLICANTS REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND THE WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS

1001

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2319	N	\$25,257.00	0	N C 54		12/29/2008	10	\$25,257.00	7-24-09	\$ 24,573.46	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NE 3250
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND TWO CMP CULVERTS (FEMA CODE 3362) 96" X 50' X \$156.00/LF X 2 = \$15,600.00,
PLACE UNCLASSIFIED FILL AROUND CULVERT, (FEMA CODE 3020) 60' X 20' X 10" = 445 CY X 7.00/CY = \$3115.00,
PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250), 105' X 12' X 24" X 2 = 186 CY X \$35.00/CY = \$6510.00,
GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00..

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2320	N	\$3,129.00	0	N C 54		12/29/2008	5	\$3,129.00	7-28-07	\$ 2,928.71	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NE 2070
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE UNCLASSIFIED FILL AROUND CULVERT AND ON ROAD BED, (FEMA CODE 3020) 30' X 20' X 7" = 156 CY X 7.00/CY = \$1092.00,
PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 100' X 20' X 4" = 25 CY X \$13.00/CY = \$325.00,
REPLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250) 55' X 6' X 24" X 2 = 48 CY X \$35.00 = \$1,680.00,
GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2321	N	\$4,151.00	0	N C 54		12/29/2008	10	\$4,151.00	5-8-08	\$ 3,276.46	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NE 3200
SCOPE OF WORK WORK TO BE COMPLETED: REPLACE UNCLASSIFIED FILL AROUND CULVERTS AND ON ROAD SURFACE, (FEMA CODE 3020) 100' X 20' X 8" = 593 CY X 7.00/CY = \$4151.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2322	N	\$5,930.00	0	N C	54	12/29/2008	5	\$5,930.00	7-16-07	\$2257.93	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NE 0120
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND CMP CULVERT (FEMA CODE 3354) 24" X 30' X \$30.00/LF = \$900.00,
PLACE UNCLASSIFIED FILL AROUND CULVERT, (FEMA CODE 3020) 60' X 20' X 4' = 178 CY X 7.00/CY = \$1246.00,
PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250), 85' X 7' X 24" X 2 = 89 CY X \$35.00/CY = \$3115.00,
PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 200' X 20' X 4" = 49 CY X \$13.00/CY = \$637,
GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2323	N	\$2,975.00	0	N C	54	12/29/2008	5	\$2,975.00	7-16-07	\$2147.66	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD NW 1080
SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE UNCLASSIFIED FILL ON ROAD BED , (FEMA CODE 3020) 30' X 20' X 6" = 134 CY X 7.00/CY = \$938.00,
PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 100' X 20' X 4" = 25 CY X \$13.00/CY = \$325.00,
REPLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250) 55' X 6' X 24" X 2 = 48 CY X \$35.00 = \$1680.00,
GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1009

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2324	N	\$36,297.92		0 N C	63	12/29/2008	35	\$36,297.92	8-14-09	\$44,311.60	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SW 0020

SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (95 HRS), FORCE ACCOUNT EQUIPMENT (95 HRS), MATERIALS (1245 TONS OF FILL, 636 TONS OF BASE MATERIAL), AND CONTRACT HAULING OF MATERIALS TO REPAIR DAMAGE TO SUBGRADE AND SURFACE OF APPROX 2600FT X 20FT OF SW 0020 BASE MATERIAL.

WORK TO BE COMPLETED:

APPLICANT WILL PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE AT VARIOUS LOCATIONS TO COMPLETE REPAIR (5280FT X 20 X 4IN = 1281 CY X \$13.00/CY = \$16,783.00 FEMA CODE 3011)

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND THE WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS

2325	N	\$11,408.42		0 N C	54	12/29/2008	50	\$11,408.42	9-19-07	\$14,110.76	
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SITE NUMBER : 1 FACILITY NAME : CULVERT WAS-OUT REPAIR

LOCATION COUNTY ROAD SE 2110

SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (26 HRS), FORCE ACCOUNT EQUIPMENT (26 HRS), MATERIALS (40 T OF RIP RAP AND 90.33 T OF FILL), AND CONTRACT EQUIPMENT TO RESET AND REALIGN 60" X 45" CMP CULVERT, PLACE FILL AROUND CULVERT (45' X 20 X 7'), AND PLACE RIP RAP ON SLOPES AT CULVERT ENDS, (45' X 12' X 24" = 40 CY).

WORK TO BE COMPLETED:

APPLICANT WILL PLACE AGGREGATE SURFACE COURSE ON ROAD FOR A DISTANCE OF (1600' X 20' X 4" = 382 CY X \$13.00/CY = \$5096.00 FEMA CODE 3011), AND PLACE ADDITIONAL RIP RAP (110' X 5' X 24" = 40 CY X \$35.00/CY = \$1400.00 FEMA CODE 3250) TO BRING FACILITY BACK TO PRE-DISASTER CONDITIONS.

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND THE WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS.

1010

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2326	N	\$2,911.00	0	N C	54	12/29/2008	5	\$2,911.00	6-19-07	\$20,391.67	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NE 0180

SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND CMP CULVERT. (FEMA CODE 3363) 18IN X 40FT X \$23.00/LF = \$820.00, PLACE UNCLASSIFIED FILL AROUND CULVERT, (FEMA CODE 3020) 20FT X 20FT X 4FT = 60 CY X 7.00/CY = \$420.00, REPLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250), 56FT X 5FT X 24IN X 2 = 41 CY X \$35.00/CY = \$1435.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 20FT X 20FT X 8IN = 8 CY X \$13.00/CY = \$104, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2327	N	\$24,620.31	0	N C	54	12/29/2008	33	\$24,620.31	7-18-07	\$35,191.37	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SW 4310 - BOBBY DUKE RD

SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (22.5 HRS), FORCE ACCOUNT EQUIPMENT (21.5 HRS), MATERIALS (96" X 50' CMP CULVERT, 80 TONS OF BASE MATERIAL, 400' X 20' X 4", 60 TONS OF RIP RAP 45' X 9' X 24" X 2 SIDES = 60 CY) AND CONTRACT EQUIPMENT TO SET CMP CULVERT AND REPAIR DAMAGE TO COUNTY ROAD SW 4310.

WORK TO BE COMPLETED: PLACE AGGREGATE SURFACE COURSE ON REMAINING DAMAGED ROAD SURFACE, (5000' X 20' X 4" = 1223 CY X \$13.00/CY = \$15899.00 FEMA CODE 3011)

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND THE WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS

2328	N	\$18,086.89	0	N C	54	12/29/2008	10	\$18,086.89	8-10-07	\$29,724.24	
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SITE NUMBER : 1 FACILITY NAME : ROAD AND BRIDGES

LOCATION COUNTY ROAD SE 1240

SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (13 HRS), FORCE ACCOUNT EQUIPMENT (13 HRS), AND MATERIALS (30.68 TONS FILL AND 60 TONS OF BASE COURSE TO REPAIR DAMAGED AREAS TOTALING 520' X 20' X 4".

WORK TO BE COMPLETED: PLACE AGGREGATE SURFACE COURSE ON DAMAGED AREAS OF ROAD (5280' X 20' X 4" = 1280 CY X \$13.00/CY = \$16,770.00 FEMA CODE 3011)

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND RECORDS SHOULD BE RETAINED FOR AT LEAST THREE YEARS.

10/11

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PWS#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2329	N	\$5,504.74	0	N C	54	12/29/2008	50	\$5,504.74	7-28-07	\$ 7063.09	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SE 2230

SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (20 HRS), FORCE ACCOUNT EQUIPMENT (20 HRS), AND MATERIALS TO PLACE 160 TONS (30FT X 20FT X 7FT) OF FILL AROUND 60IN X 50FT CMP CULVERT, PLACE 40 TONS OF RIP RAP ON SLOPES AROUND CULVERT, 40FT X 5FT X 24IN X 2 SIDES = 30 CY, AND PLACE 40 TONS OF BASE MATERIAL ON ROAD, 110FT X 20FT X 4IN = 27CY.

WORK TO BE COMPLETED: RE PLACE ADDITIONAL 40 CY OF RIP RAP ON SLOPES AT CULVERT ENDS, (40 X \$35.00/CY = \$1400.00 FEMA CODE 3250), PLACE BITUMINOUS COLD PATCH ON ROAD SURFACE (110FT X 20FT = 245 SY X \$5.30/SY = \$1298.50 FEMA CODE 3100)

THE PROJECT OFFICER AND THE APPLICANTS REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND THE WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE.
THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS

2330	N	\$9,804.00	0	N C	54	12/29/2008	5	\$9,804.00	2-20-08	\$ 5544.32	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD NE 1100

SCOPE OF WORK WORK TO BE COMPLETED:

REPLACE IN KIND CMP CULVERT (FEMA CODE 3381) 72" X 40' X \$115.00/LF = \$4600.00, PLACE UNCLASSIFIED FILL AROUND CULVERT, (FEMA CODE 3020) 60' X 20' X 8' = 366 CY X 6.00/CY = \$2492.00, RE PLACE RIP RAP ON BOTH ENDS OF CULVERT, (FEMA CODE 3250), 60' X 8' X 24" X 2 = 71 CY X \$35.00/CY = \$2485.00, PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 60' X 20' X 4" = 15 CY X \$13.00/CY = \$195, GRADE AND PULL DITCHES, (FEMA CODE 3071), 0.1 MILE @ \$320.00/MI = \$32.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

2331	N	\$26,128.00	0	N C	56	12/29/2008	5	\$26,128.00	12-22-08	\$ 32,980.78	
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SITE NUMBER : 1 FACILITY NAME : ROAD AND BRIDGES

LOCATION COUNTY ROAD SE 1020
BEGINNING AT (31.98202, -96.40666) AND ENDING AT (31.97184, -96.36940)

SCOPE OF WORK WORK TO BE COMPLETED:

PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE, (FEMA CODE 3011) 7920' X 20' X 4" = 1936 CY X \$13.00/CY = \$25168.00, GRADE AND PULL DITCHES, (FEMA CODE 3071), 3.0 MILE @ \$320.00/MI = \$960.00.

APPLICANT HAS BEEN ADVISED TO MAINTAIN RECORDS FOR AUDIT PURPOSES FOR AT LEAST THREE YEARS.

1012

Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PWF	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Comp. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2332	N	\$10,276.05	0	N C	54	12/29/2008	75	\$10,276.05	8-14-08	\$14,623.48	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SE 2380
SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (66 HRS), FORCE ACCOUNT EQUIPMENT (46 HRS), AND MATERIALS (72" X 50' CMP CULVERT, BASE MATERIAL (146.7 T) 500' X 20' X 4" = 123 CY, AND RIP RAP (60 T) 60' X 7' X 24" X 2 SIDES = 62 CY).

WORK TO BE COMPLETED:

PLACE AGGREGATE SURFACE COURSE ON ADJACENT AREAS OF DAMAGE TO GRAVEL ROAD SURFACE (850' X 20' X 4" = 159 CY X \$13.00/CY = \$2067.00 FEMA CODE 3011)

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND THE WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE.

THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS.

2346	N	\$13,713.89	0	N C	54	12/29/2008	60	\$13,713.89	8-29-08	\$20,190.88	
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SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES
LOCATION COUNTY ROAD SE 2355
SCOPE OF WORK WORK COMPLETED:

APPLICANT UTILIZED FORCE ACCOUNT LABOR (42 HRS) FORCE ACCOUNT EQUIPMENT (36 HRS), AND MATERIALS (CMP CULVERT 48" X 30', REPLACE 40 TONS RIP RAP, 12.9 TONS BASE MATERIAL) TO REPLACE CMP CULVERT, FILL AROUND CULVERT AND REPAIR ROAD SURFACE OVER CULVERT 45' X 20' X 5'.

WORK TO BE COMPLETED: PLACE AGGREGATE SURFACE COURSE ON 0.5 MILES OF ROAD SURFACE, (2640' X 20' X 4" = 646 CY X \$13.00/CY = \$8398.00 FEMA CODE 3011)

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF THE WORK ARE REQUIRED FOR AUDIT PURPOSES AND THEY SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS.

1013

Date: 09/12/2011

**FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709**

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

PW#	INF	Approved Proj. Amt.	Version	C S Cat	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
2348	N	\$34,548.35	0	N C	54	12/29/2008	60	\$34,548.35	9-10-08	\$35,288.00	

SITE NUMBER : 1 FACILITY NAME : ROADS AND BRIDGES

LOCATION COUNTY ROAD SW 2230

SCOPE OF WORK WORK COMPLETED: APPLICANT UTILIZED FORCE ACCOUNT LABOR (102 HRS), FORCE ACCOUNT EQUIPMENT (92 HRS), MATERIALS (96" X 50' CMP CULVERT, 80 TONS RIP RAP, 80' X 5' X 24" X 2 SIDES, 492 TONS OF BASE MATERIAL, 1400' X 20' X 4" = 343 CY) AND CONTRACT EQUIPMENT TO SET CMP CULVERT TO REPAIR DAMAGE TO SW 2230.

WORK TO BE COMPLETED: PLACE RIP RAP ON ELEVATED SLOPES AROUND CMP CULVERT, (75' X 5' X 24" X 2 SIDES = 56 CY X \$35.00/CY = \$1980.00 FEMA CODE 3250) PLACE AGGREGATE SURFACE COURSE ON ROAD SURFACE (3800' X 20' X 4" = 929 CY X \$13.00/CY = \$12,077.00 FEMA CODE 3011)

THE PROJECT OFFICER AND THE APPLICANT'S REPRESENTATIVE HAVE INSPECTED THE COMPLETED WORK AND THE WORK TO BE COMPLETED AND AGREE ON THE AMOUNT OF DAMAGE. THE APPLICANT UNDERSTANDS THAT RECORDS OF WORK ARE REQUIRED FOR AUDIT PURPOSES AND SHOULD KEEP THESE RECORDS FOR AT LEAST THREE YEARS.

Total for 43 PWs	\$470,888.27	\$ _____
Subgrantee Admin:	\$10,417.77	
Grand Total:	\$481,306.04	

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Date: 09/12/2011

FEDERAL EMERGENCY MANAGEMENT AGENCY
Project Completion and Certification Report (P.4)
Disaster #: 1709

P.A. ID: 349-99349-00 Applicant: NAVARRO (COUNTY)

CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL WORK AND COSTS CLAIMED ARE ELIGIBLE IN ACCORDANCE WITH THE GRANT CONDITIONS, ALL WORK CLAIMED HAS BEEN COMPLETED, AND ALL COSTS CLAIMED HAVE BEEN PAID IN FULL.

SIGNED:  DATE: 11/28/11
APPLICANT'S AUTHORIZED REPRESENTATIVE

I CERTIFY THAT ALL FUNDS WERE EXPENDED IN ACCORDANCE WITH THE PROVISIONS OF THE FEMA-STATE AGREEMENT AND I RECOMMEND AN APPROVED AMOUNT OF \$ _____

DATE: _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

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11/23/2011

NAVARRO COUNTY, TEXAS
 FEMA DR-1709-TX
 PAYMENT ALLOCATION DETAIL

FEMA PW #	REF#	PKG #	SITE	DATE	FEMA MONEY RECEIVED	PREVIOUS WORK REPORTED	Final Completed Work	ADMIN COST	TOTAL COST	Outstanding Balance if any
1715	KMH4-21	35	SW3110	N/C	8,321.82			320.07		479.77
TOTAL PKG #35 - PRECINCT 4										-
1699	KMH4-20	41	SW 3100	01/14/2009	6,644.82			255.57		1,967.98
1700	KMH4-19	41	SW 3090	11/04/2008	7,774.26			299.01		3,888.43
1701	KMH4-16	41	NW 1330	05/08/2008	6,091.80			234.30		1,932.83
1702	KMH4-22	41	SW 1090	12/05/2007	2,673.06			102.81		667.47
1703	KMH4-17	41	NW 4080	11/27/2007	4,648.80			178.80		663.98
1704	KMH4-18	41	SW 3150	11/27/2007	4,519.32			173.82		(465.80)
1712	KMH4-15	41	NW 2120	09/30/2008	7,669.12			294.97		(564.45)
TOTAL PKG # 41 - 100% PRECINCT 4					48,343.00	-	55,053.86	1,859.35		8,570.21
1839	KMH2-30	45	NE 3140	08/03/2007	7,330.44			281.94		(5,107.58)
1883	KMH2-31	45	NE 2170	12/05/2008	4,507.58			117.08		27,942.38
1879	KMH2-32	45	NE 2160	08/03/2008	12,213.74			317.24		(9,287.93)
1886	KMH2-33	45	SE 0120	07/26/2007	3,065.15			79.62		(2,661.91)
1880	KMH2-34	45	NE 2010	07/17/2007	4,105.64			106.64		(3,097.37)
1881	KMH2-35	45	SE 3100	07/10/2007	8,192.03			212.78		(7,207.79)
1840	KMH2-36	45	SE 2240	07/19/2007	7,564.90			290.95		(594.31)
TOTAL PRECINCT 2					46,979.48	-	45,558.72	1,406.25		(14.51)
1850	KMH4-20	45	NW 4310	12/19/2007	9,776.69			253.94		(6,844.73)
1853	KMH4-23	45	SW 1110	02/29/2008	3,735.27			97.02		1,640.88
1856	KMH4-24	45	SW 1120	04/30/2008	2,003.54			52.04		2,488.62
1851	KMH4-25	45	NW 4300	11/26/2007	4,778.15			124.10		(3,760.70)
1852	KMH4-26	45	NW 4350	12/05/2007	1,576.19			40.94		0.13
1855	KMH4-27	45	NW 4290	01/12/2009	3,401.86			88.36		(1,029.97)
1849	KMH4-28	45	NW 4030	11/30/2007	17,143.12			629.62		(12,988.09)
TOTAL PRECINCT 4					42,414.82	-	20,634.94	1,286.02		(20,493.86)
TOTAL PKG # 45					89,394.30	-	66,193.66	2,692.27		(20,508.37)
2222	MAK1305	52	SE 2385	08/30/2007	14,806.38			384.58		5,889.44

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NAVARRO COUNTY, TEXAS
 FEMA DR-1709-TX
 PAYMENT ALLOCATION DETAIL

FEMA PW #	REF#	PKG #	SITE	DATE	FEMA MONEY RECEIVED	PREVIOUS WORK REPORTED	Final Completed Work	ADMIN COST	TOTAL COST	Outstanding Balance if any
2225	KMH3-06	52	SE 2370	08/01/2007	6,299.03			163.61		2,677.56
TOTAL PKG # 52 - 100% PRECINCT 3					21,105.41	19,994.43	9,129.79	548.19		8,567.00
2330	KMH1-37	54	NE 1100	02/20/2008	7,549.08			196.08		(2,004.76)
2321	KMH1-38	54	NE 3200	05/08/2008	3,196.27			83.02		80.19
2316	KMH1-39	54	NE 0190	01/23/2008	2,322.32			60.32		(630.51)
2322	KMH1-40	54	NE 0120	07/16/2007	4,566.10			118.60		(2,308.17)
2326	KMH1-41	54	NE 0180	06/19/2007	2,241.47			58.22		(201.80)
2320	KMH1-42	54	Nw 2070	07/28/2007	2,409.33			62.58		519.38
2315	KMH1-43	54	NW 1160	08/15/2007	5,137.44			133.44		(475.86)
2323	KMH1-44	54	NW 1080	07/16/2007	2,290.75			59.50		(143.09)
2319	KMH1-45	54	NE 3250	07/24/2007	19,447.89			505.14		5,125.57
TOTAL PRECINCT 1					49,160.65	-	47,844.70	1,276.90		(39.05)
2325	KMH3-03	54	SE 2110	09/19/2007	8,784.49			228.17		5,326.27
2329	KMH3-04	54	SE 2230	07/28/2007	4,238.65			110.09		2,824.44
2328	KMH3-07	54	SE 1240	08/10/2007	13,926.76			361.74		15,797.48
2348	KMH3-08	54	SW 2230	09/10/2008	26,602.23			690.97		8,685.83
2346	KMH3-09	54	SE 2355	08/29/2008	10,559.70			274.28		9,631.18
2317	KMH3-11	54	SW 4220	08/07/2007	16,530.65			429.37		8,296.25
2327	KMH3-12	54	SW 4310	07/18/2007	18,957.63			492.40		16,233.74
2332	KMH3-13	54	SE 2360	08/14/2008	7,912.56			205.52		6,760.92
TOTAL PRECINCT 3					107,512.67	70,542.32	107,733.92	2,792.54		73,556.11
TOTAL PKG # 54					156,673.32	70,542.32	155,578.62	4,069.44		73,517.06
2331	KMH3-14	56	SE 1020	12/22/2008	20,118.56			522.56		12,862.22
TOTAL PKG # 56 - 100% PRECINCT 3					20,118.56	-	32,458.22	522.56		12,862.22
2324	KMH3-10	63	SW 0020	08/14/2007	27,949.40			725.96		16,362.20
TOTAL PKG # 63 - 100% PRECINCT 3					27,949.40	19,514.92	24,070.72	725.96		16,362.20
TOTAL APPROVED					363,583.99	110,051.67	342,484.87	10,417.77		99,370.32

1017



Doug Coughenour

11/22/11

Navarro County
300 W. 3rd Ave.
Corsicana, TX. 75110

This letter is to confirm that the MINI-SCAN installed on mainframe bearing 2EX48122 and any related software (together "Equipment") is being offered by NAVARRO COUNTY CLERK ("Customer") for return to Xerox Corporation ("Xerox") in consideration of relieving Customer from further liability under the terms of the Xerox Order Agreement, Customer Contract Number 107784001 ("Agreement") entered by the parties.

If Xerox accepts your offer, you agree that all Lease with FPO/FMV or Lease/OMA invoices from the date of install through the month of Equipment pick up or disablement by a Xerox Service Representative, whichever is applicable, are due and payable. Such amount that is due and payable includes excess usage charges, unearned credits, related supply accounts, refinanced balances on pre-owned equipment, and labor, if any.

Customer agrees to make the Equipment available for pick up by Xerox when requested to do so by Xerox and, at the time of pick up, the Equipment shall be in the same condition as when delivered (reasonable wear and tear excepted).

Upon payment in full of the agreed upon charges to Xerox and Xerox's completion of the pick up of the Equipment from Customer's premises, each party hereby releases the other from any and all liability, claims and obligations, whether known or unknown, between Customer and Xerox, including their respective successors and assigns, relating to, or arising from, the Equipment and the Agreement.

Customer and Xerox agree this is a onetime only offer, this letter contains all of their understandings and agreements with respect to the Equipment and the Agreement, and nothing herein shall be construed as an admission of liability or wrongdoing of any kind by either party.

If the foregoing accurately sets forth your offer to Xerox, please sign below and return to me at the above address. Your offer will be deemed accepted when signed in the "Accepted by Xerox" box below by an authorized representative of Xerox.

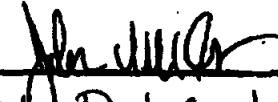

Doug Coughenour
Western Region Field Coordinator

This letter sets forth Customer's offer to Xerox with respect to the Equipment and Agreement.

NAVARRO COUNTY Customer Business Name

Customer's Authorized Representative's Signature
H.N. DAVENPORT, JR COUNTY JUDGE Customer's Authorized Representative's Name & Title

Accepted by Xerox:


Xerox's Authorized Representative's Signature
John Delacruz Xerox's Authorized Representative's Name & Title
Western Region Controller