

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 13th day of February, 2012 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:02 a.m. Motion to convene by Comm. Herrington sec by Com. Warren
All voted aye motion carried
2. Opening prayer by Commissioner Herrington
3. Pledge of Allegiance
4. Public Comments-No comments

CONSENT AGENDA

Motion to approve the consent agenda items 5-9 by Comm. Martin Sec by Comm. Herrington
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of January 23rd, 2012, January 30, 2012, February 9, 2012
6. Motion to approve and pay bills submitted by the County Auditor, including current bills, and payroll (paid 1/31/12) and to be paid 2/25/12
7. Motion to approve the minutes of the January 5th, 2012 Planning and Zoning meeting
TO WIT PG 60-61
8. Motion to approve a replat in the Shores Phase X lots 614A and 616 for Sylvia Bugarin
9. Motion to approve a replat in Southpoint lots 39 and 40 for William Keen

REGULAR AGENDA

10. Motion to approve a replat in Chambers Point lots 44, 45 and 46 for John White Contingent on survey criteria mention by Phil Seely by Comm. Herrington sec by Comm. Martin
11. Burn Ban- no action

12. Motion to approve subdivision application for Jo Curry and Linda Allison, property is approximately 19.522 acres in the S.L. Johnson Survey A-421, subdivision which will consist of 3 tracts by Comm. Warren sec by Comm. Olsen
All voted aye motion carried
13. Motion to approve Agreement to cross NWCR 4220 with Magellan Pipeline Holdings, L.P., Precinct 4 by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 62-69**
14. Motion to approve to approve to go out for bids to repair bridge on NWCR 1250 in Precinct 1 by Comm. Herrington Sec by Comm. Olsen
All voted aye motion carried
15. Motion to approve Tax Report for January 2012, Russell Hudson by Comm. Olsen sec by Comm. Martin **TO WIT PG70-75**
All voted aye motion carried
16. Motion to approve to accept Payment (\$10,992.71) in Lieu of Taxes from the Corsicana Housing Authority by Comm. Martin sec by Comm. Herrington
All voted aye motion carried **TO WIT PG 76-77**
17. Motion to approve the Treasurer's report for Dec. 2011, Frank Hull by Comm. Herrington sec by Comm. Warren **TO WIT PG 78-79**
All voted aye motion carried
18. TABLE to approve to transfer Sheriff Departments patrol unit # 2070 to Precinct 2 Constable
19. Motion to approve Navarro County Sheriff's Office 2011 Racial Profiling Report by Comm. Herrington sec by Comm. Martin **TO WIT PG 80-82**
All voted aye motion carried
20. Motion to approve repairs (\$6,341.00) for the Seclusion Room in Jail under the terms Mike Cox presented by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 83-84**
21. Motion to approve to allow County Judge to sign contract with Tyler Technologies regarding inmate phone system (\$3500 to be paid up front by Securus) by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 85**
22. Motion to approve the Annual QEI State Inspection for the Navarro County Jail with Otis Elevator by Comm. Martin sec by Comm. Warren

All voted aye motion carried

TO WIT PG 86-89

23. STRIKE partial road closure for NE CR 0020 (3/10 of a mile), Precinct 2
24. STRIKE to approve partial road closure for NE CR 0050 (1/10 of a mile), Precinct 2
25. Motion to approve partial road closure for SECR 3320 (644 feet of south end), Precinct 2 by Comm. Martin sec by Comm. Olsen
All voted aye motion carried
26. Motion to approve Joint Election Services contract between Navarro County, City of Corsicana and Corsicana ISD for May 12, 2012 by Comm. Olsen sec by Comm. Martin
TO WIT PG 90-103
All voted aye motion carried
27. Public Hearing to consider Petition for ESD 2
Judge opened the hearing open: Kurt Knauth, Wayne Garrett, Bill Martin, & Keith Buress
Judge closed the hearing
28. Motion to deny Petition for ESD # 2 by Judge Davenport sec by Comm. Herrington
All voted aye motion carried
29. STRIKE County Auditor's quarterly investment report for the quarter ending December 31, 2011, pursuant to TX GC Sec. 2256.023
30. Motion to approve engagement letter with Pattillo, Brown & Hill, LLP for preparation of the FY 2011 Combined Annual Financial Report by Comm. Herrington sec by Comm. Martin
TO WIT PG 104-111
All voted aye motion carried

10 min recess

31. Motion to approve to go into Executive Session Pursuant to the Texas Government code Section 551.071 to discuss pending/anticipated litigation by Comm. Herrington sec by Comm. Warren
All voted aye motion carried

Motion to come out of executive session by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried

- 32. No action taken on Executive Session pursuant to the Texas Government Code to discuss pending/anticipated litigation
- 33. Motion to adjourn by Comm. Martin sec by Comm. 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 FEBRUARY 13TH, 2012.

SIGNED 13TH DAY OF FEBRUARY 2012.


SHERRY DOWD, COUNTY CLERK



#7

60



NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely – Director
Becky Garrett – Addressing
Stanley Young – Environmental Officer
Robert Gray – Environmental Officer

WWW.CO.NAVARRO.TX.US
300 W. 3rd Ave Suite 16
Corsicana, TX 75110
(903)875-3312 (Office)
(903)875-3314 (Fax)

PLANNING AND ZONING COMMISSION MINUTES

January 5, 2012

5:00 P.M.

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

Chairman Jacobson – present
Scott Watkins – present
Carroll Sigman – present
Vicki Farmer – absent
Dennis Bancroft – present
Charles Irvine – present
Kim Newsome – absent

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

Item #2 on the agenda was consideration of the minutes of the December 1st, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Newton, second by Commissioner Moe, all voted aye.

Item #3 on the agenda was consideration of a specific use permit with a variance to build a storage building on lot #278 in The Shores Ph. I for Rob Corbello. Motion to approve by Commissioner Irvine, second by Commissioner Bancroft, all voted aye.

Item #4 on the agenda was consideration of a zoning change from agriculture to commercial for the old FM 2859 marina now named Sunset Cove Marina. The affected tract is a 0.91 acre tract located adjacent to the old marina. Motion to approve by Commissioner Sigman, second by Commissioner McGuire, all voted aye.

Item #5 on the agenda was consideration of a specific use permit for an RV Park for the old FM 2859 marina now named Sunset Cove Marina. The RV Park would be ten (10) slips with each slip having direct disposal for sewer. Motion to approve by Commissioner Moe, second by Commissioner Newton, all voted aye.

Item #6 on the agenda was consideration of a variance to drill within six hundred (600) feet of a final platted residential subdivision for Pace Petroleum. Location is just off SE CR 3150. Motion to remove from table by Commissioner Newton, second by Commissioner Bancroft, all voted aye. The Board heard from Darryl Hamilton, the engineer working with Dallas Production for Pace Petroleum. Mr. Hamilton addressed the issue of slant drilling and possible complications resulting from such. Mr. Hamilton also addressed the issue of leaving the bore hole as proposed

and locating the production facility (tank batteries) at some other location. The Board also heard from Al Jasper, the geologist working for Pace Petroleum whom chose the bore hole location. The Board also heard from lake residents. The Board tabled the issue on the basis of needing legal counsel of which would be held jointly with the Commissioners' Court. Motion to table by Commissioner Bancroft, second by Commissioner Irvine, all voted aye.

Item #7 on the agenda was consideration of application to drill for oil in lake-shore area for Pace Petroleum. Location is just off SE CR 3150. The Board tabled the issue on the basis of needing legal counsel of which would be held jointly with the Commissioners' Court. Motion to table by Commissioner Bancroft, second by Commissioner Irvine, all voted aye.

Item #8 on the agenda was a public hearing to discuss dormant application request when an applicant has taken no action on request during one (1) calendar year. The Board discussed the proposed language as well as heard from the public pertaining to the issue. A typo was noted in the proposed language. Chairman Jacobson mistakenly spoke and called item #8 as item #7.

Item #9 on the agenda was consideration of adopting dormant application request procedure. The Board decided to recommend the proposed language to the Commissioners' Court, motion made by Commissioner Irvine, second by Commissioner Sigman, all voted aye.

Adjourn.

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AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Magellan Pipeline Holdings, L.P., Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

I. Magellan Pipeline Holdings, L.P., desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) NW 4220 located in Precinct # 4, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 4 (four) feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline: steel welded pipeline

The transport route (beginning and end): The pipeline will be for connection to Magellan's existing facilities within Magellan's existing station site in Navarro County Texas.

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than four (4) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to **County** or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to the **County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the **County's** requirements complied with. Such compliance shall be determined by the **County** Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless the **County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any **County** road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act (TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of the **County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and the **County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the **County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's**

continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by **the County** or adjacent surface owner. **Owner's** obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. 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, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 20 day of January, 2012

OWNER

Magellan Pipeline Holdings, L.P.
By Its General Partner, Magellan NGL, LLC
By Its Undersigned, Authorized Signatory:



Name: Bryan Young
Title: Senior Real Estate Representative
Address: One Williams Center, Tulsa, OK 74172
Phone Number: (918) 574 7360

NAVARRO COUNTY

By: 
_____ County Judge

By: H. M. DAVENTPORT, Jr.

Commissioner of Precinct ___

Before me the undersigned notary public on this the ___ day of _____, 2012, appeared _____, the County Judge of Navarro County, and _____ Commissioner of Precinct ___ of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.

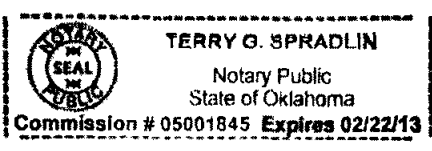
Notary Public, State of Texas

(seal)

Printed Name

Commission Expires

Before me the undersigned notary public on this the 20 day of January, 2012, appeared Bryan Young, who is an authorized representative of Magellan Pipeline Holdings, L.P., (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.



Terry G. Spradlin
Notary Public, State of Oklahoma

(seal)

Terry G. Spradlin
Printed Name

2-22-13
Commission Expires

NAVARRO COUNTY, TEXAS

NAVARRO CO.
SCHOOL LAND SURVEY
A-613

☉ NW 4230 RD.

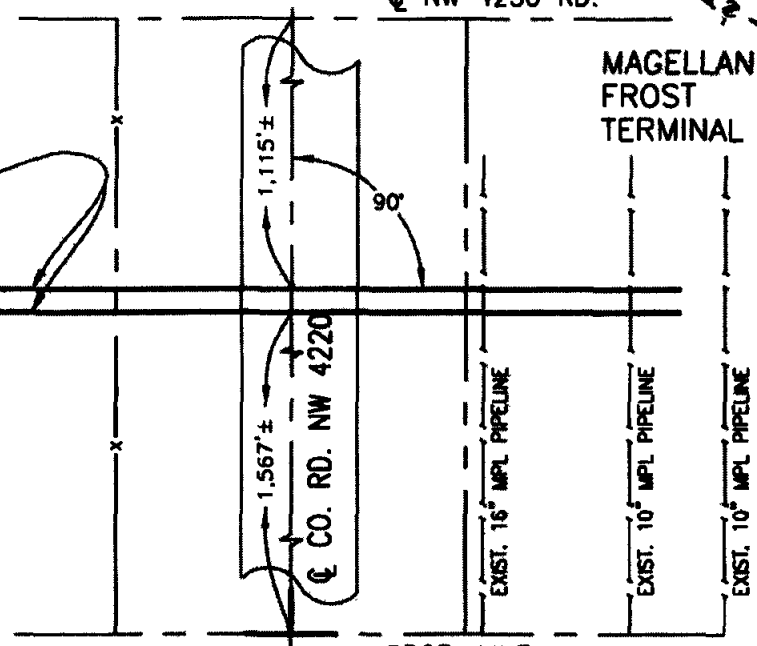


PROPOSED
20" PIPELINES

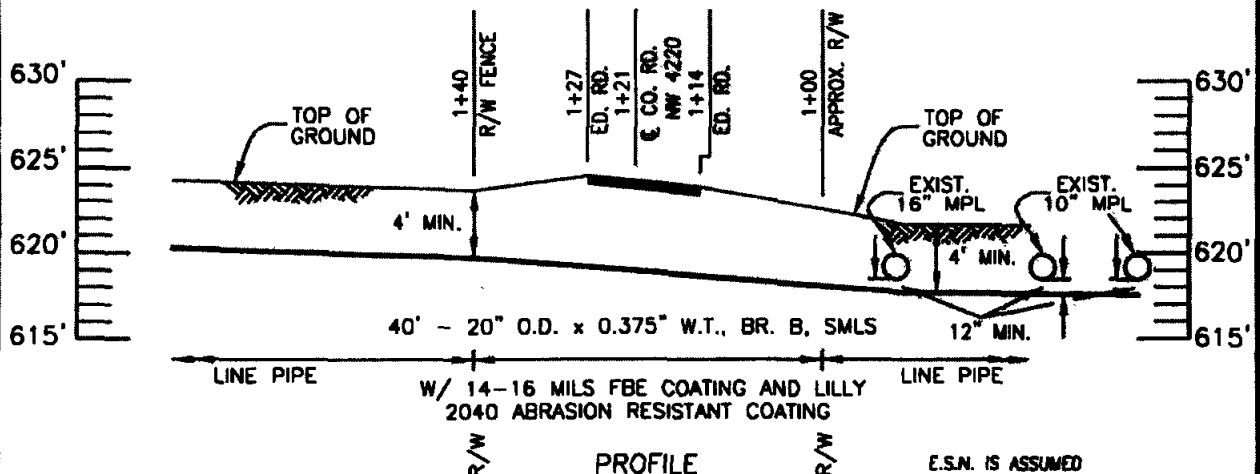
MAGELLAN
FROST
TERMINAL

MAGELLAN
FROST
TERMINAL

PLAN
HORZ. 1"=20'



1+40 R/W FENCE
1+27 EDGE ROAD
1+21 ☉ CO. RD. NW 4220
1+14 EDGE ROAD
1+00 APPROX. R/W



LINE PIPE = 20" O.D. x 0.375" W.T., GR. B,
SMLS, W/ 14-16 MILS FBE COATING
TOTAL R/W LENGTH CROSSED = 2.42 ROOS

PROFILE
HORZ. 1"=20'
VERT. 1"=10'

E.S.N. IS ASSUMED
T.B.M. = PK NAIL SET AT SOUTH EDGE
OF COUNTY ROAD NW 4220
ELEV. 623.85'

DRAWN BY	MIKE BUBENBURG
CHECKED BY	ERIK JOHNSON
PROJECT ENG	KEVIN HOWELL
APPROVED BY	
DATE ISSUED	01-20-2012



SCALE: NOTED
A.F.E.:
PROPOSED 20" PIPELINE CROSSINGS
COUNTY ROAD NW 4220

DRAWING NO.
F-716A
REVISION 0

70

FILED FOR RECORD
AT 2:25 O'CLOCK P M.

FEB 10 2012

SHERRY COWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY AK DEPUTY

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

TOTAL PAGES INCLUDING COVER SHEET 6

AK
**

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2012

71

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	REMITTANCE PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	6,570,717.41		35.50	6,570,752.91		222.77	6,570,530.14	117.97	16,410,955.92
DELINQUENT	37,101.45		9,908.00	47,009.45		5.38	47,004.07	7,536.33	%
TOTAL	6,607,818.86	-	9,943.50	6,617,762.36	-	228.15	6,617,534.21	7,654.30	40.04%
NAVARRO COLLEGE									LEVY
CURRENT	1,260,826.44		0.90	1,260,827.34		42.3	1,260,785.04	0.97	3,192,388.48
DELINQUENT	7,694.46	-	2,165.40	9,859.86		1.07	9,858.79	1,602.31	%
TOTAL	1,268,520.90	-	2,166.30	1,270,687.20	-	43.37	1,270,643.83	1,603.28	39.49%
CITY OF RICE									LEVY
CURRENT	34,923.02	-		34,923.02	173.90	2.97	34,746.15		133,058.53
DELINQUENT	49.12		23.57	72.69	6.14		66.55	14.54	%
TOTAL	34,972.14	-	23.57	34,995.71	180.04	2.97	34,812.70	14.54	26.25%
CITY OF KERENS									LEVY
CURRENT	51,939.17	27.94		51,911.23		0.04	51,911.19		247,342.75
DELINQUENT	484.52	-	211.30	695.82			695.82	98.92	%
TOTAL	52,423.69	27.94	211.30	52,607.05	-	0.04	52,607.01	98.92	21.00%
CITY OF CORSICANA									LEVY
CURRENT	3,460,468.77	-	4.77	3,460,473.54		215.91	3,460,257.63	5.11	7,662,316.49
DELINQUENT	12,573.48	-	4,583.53	17,157.01		2.83	17,154.18	3,443.29	%
TOTAL	3,473,042.25	-	4,588.30	3,477,630.55	-	218.74	3,477,411.81	3,448.40	45.16%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2012

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	REDELIVERY PENALTY	NET TAXES DUE	MEMO ONLY ADTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	4,097.19			4,097.19			4,097.19		16,437.24
DELINQUENT	137.77		45.52	183.29			183.29	36.65	%
TOTAL	4,234.96	-	45.52	4,280.48	-	0	4,280.48	36.65	24.93%
CITY OF EMHOUSE									LEVY
CURRENT	2,255.72	-		2,255.72		0.06	2,255.66		8,472.02
DELINQUENT				-			-		%
TOTAL	2,255.72	-	-	2,255.72	-	0.06	2,255.66	-	26.63%
CITY OF RICHLAND									LEVY
CURRENT	6,333.50	-		6,333.50			6,333.50		16,363.97
DELINQUENT	17.73		4.67	22.40			22.40	4.34	%
TOTAL	6,351.23	-	4.67	6,355.90	-	0	6,355.90	4.34	38.70%
CITY OF GOODLOW									LEVY
CURRENT	427.85	-		427.85	2.15		425.70		2,977.76
DELINQUENT				-			-		%
TOTAL	427.85	-	-	427.85	2.15	0	425.70	-	14.37%
CITY OF FROST									LEVY
CURRENT	11,434.72	15.94		11,418.78	57.09		11,361.69		77,267.60
DELINQUENT	77.51		28.92	106.43	7.62		98.81	21.28	%
TOTAL	11,512.23	15.94	28.92	11,525.21	64.71	0	11,460.50	21.28	14.80%
CITY OF DAWSON									LEVY
CURRENT	22,152.10			22,152.10			22,152.10		72,429.25
DELINQUENT	116.99		63.71	180.70			180.70	33.14	%
TOTAL	22,269.09	-	63.71	22,332.80	-	0	22,332.80	33.14	30.58%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2012

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DESCRIPTION	TAXED	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	REMITTANCE PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	27,602.26			27,602.26			27,602.26		99,560.25
DELINQUENT	42.21		10.12	52.33			52.33	10.47	%
TOTAL	27,644.47	-	10.12	27,654.59	-	0.00	27,654.59	10.47	27.72%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	35,753.43	-		35,753.43	178.78		35,574.65		119,607.31
DELINQUENT	331.76	-	100.20	431.96	26.71		405.25	83.27	%
TOTAL	36,085.19	-	100.20	36,185.39	205.49	0	35,979.90	83.27	29.89%
BLOOMING GROVE ISD									LEVY
CURRENT	410,345.60			410,345.60		0.23	410,345.37	838.06	1,419,328.62
DELINQUENT	2,736.67		1,011.58	3,748.25			3,748.25		%
TOTAL	413,082.27	-	1,011.58	414,093.85	-	0.23	414,093.62	838.06	28.91%
DAWSON ISD									LEVY
CURRENT	559,581.15			559,581.15		0.19	559,580.96		1,292,787.05
DELINQUENT	15,588.34		1,209.12	16,797.46			16,797.46	845.78	%
TOTAL	575,169.49	-	1,209.12	576,378.61	-	0.19	576,378.42	845.78	43.28%
RICE ISD									LEVY
CURRENT	587,459.88			587,459.88		8.95	587,450.93	497.39	1,515,810.54
DELINQUENT	1,915.32		609.49	2,524.81			2,524.81		%
TOTAL	589,375.20	-	609.49	589,984.69	-	8.95	589,975.74	497.39	38.76%
CORSICANA ISD									LEVY
CURRENT	7,600,977.37		6.94	7,600,984.31		445.14	7,600,539.17	7.42	17,383,846.35
DELINQUENT	32,017.30		10,903.44	42,920.74			42,920.74	8,490.72	%
TOTAL	7,632,994.67	-	10,910.38	7,643,905.05	-	445.14	7,643,459.91	8,498.14	43.72%
GRAND TOTAL	20,758,180.21	43.88	30,926.68	20,789,063.01	452.39	947.84	20,787,662.78	23,687.96	

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2012

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MEMO:

TOTAL COLLECTED	<u>20,812,750.97</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>670.00</u>
HOT CK FEES	<u> </u>
SIT OVERAGE - COUNTY	<u>8,537.71</u>
SIT OVERAGE - ALL	<u>36,153.76</u>

COUNTY	<u>81.33%</u>	GOODLOW	<u>51.17%</u>
COLLEGE	<u>81.25%</u>	FROST	<u>70.69%</u>
RICE	<u>66.81%</u>	CITY-DAWSON	<u>71.01%</u>
KERENS	<u>74.17%</u>	CITY-BL GROVE	<u>75.18%</u>
CORSICANA	<u>86.23%</u>	NC ESD #1	<u>72.44%</u>
BARRY	<u>78.07%</u>	B G ISD	<u>74.32%</u>
EMHOUSE	<u>68.83%</u>	DAWSON ISD	<u>75.27%</u>
RICHLAND	<u>67.29%</u>	RICE ISD	<u>76.47%</u>
		CORSICANA ISD	<u>83.69%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF JANUARY 2012

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENTION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	5,358,218.73	34.62	5,358,253.35	181.51	5,358,071.84	4.16
ROAD & BRIDGE	1,115,460.92	0.82	1,115,461.74	38.07	1,115,423.67	0.87
FLOOD CONTROL	97,037.76	0.06	97,037.82	3.19	97,034.63	0.07
TOTAL	6,570,717.41	35.50	6,570,752.91	222.77	6,570,530.14	5.10
DELINQUENT TAXES						
COUNTY	29,637.35	7,863.40	37,500.75	4.36	37,496.39	6,066.41
STATE	-	-	-	-	-	-
ROAD & BRIDGE	6,916.10	1,896.01	8,812.11	0.97	8,811.14	1,469.85
FLOOD CONTROL	548.00	148.59	696.59	0.05	696.54	112.94
TOTAL	37,101.45	9,908.00	47,009.45	5.38	47,004.07	7,649.20
TOTAL ALLOCATION						
COUNTY	5,387,856.08	7,898.02	5,395,754.10	185.87	5,395,568.23	6,070.57
STATE		-		-		-
ROAD & BRIDGE	1,122,377.02	1,896.83	1,124,273.85	39.04	1,124,234.81	1,470.72
FLOOD CONTROL	97,585.76	148.65	97,734.41	3.24	97,731.17	113.01
TOTAL	6,607,818.86	9,943.50	6,617,762.36	228.15	6,617,534.21	7,654.30

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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#16

From Texas Housing Authority Law

§ 392.005. TAX EXEMPTION. (a) The property of an authority is public property used for essential public and governmental purposes. The authority and the authority's property are exempt from all taxes and special assessments of a municipality, a county, another political subdivision, or the state.

(b) If a municipality, county, or political subdivision furnishes improvements, services, or facilities for a housing project, an authority may, in lieu of paying taxes or special assessments, agree to reimburse in payments to the municipality, county, or political subdivision an amount not greater than the estimated cost to the municipality, county, or political subdivision for the improvements, services, or facilities.

(c) An exemption under this section for a multifamily residential development which is owned by (i) a public facility corporation created by a housing authority under Chapter 303, (ii) a housing development corporation, or (iii) a similar entity created by a housing authority and which does not have at least 20 percent of its units reserved for public housing units, applies only if:

(1) the authority holds a public hearing, at a regular meeting of the authority's governing body, to approve the development; and

(2) at least 50 percent of the units in the multifamily residential development are reserved for occupancy by individuals and families earning less than 80 percent of the area median family income.

(d) For the purposes of Subsection (c), a "public housing unit" is a dwelling unit for which the owner receives a public housing operating subsidy. It does not include a unit for which payments are made to the landlord under the federal Section 8 Housing Choice Voucher Program.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 2001, 77th Leg., ch. 1493, § 2, eff. Aug. 31, 2002.



Invoice Date	Invoice Number	P.O. No.	Amount Paid	Description
01/27/12	02012012		10992.71	CORSICANA HOUSING AUTHORITY-PAYMENT
	LINE-1		1877.63	100-27135-000-00 PAYABLE-COUNTY
	LINE-2		157.87	100-27135-000-00 PAYABLE-COUNTY
	LINE-3		8957.15	100-27135-000-00 PAYABLE-COUNTY



↓ Please Detach Here and Retain Top Portion For Your Records ↓

City of Corsicana Check No. 659332 Vendor No. 3593 Date 02/03/12 Page 1

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



City of Corsicana
200 N. 12th Street
Corsicana, TX 75110

JP Morgan Chase
Dallas, TX 75201

Check Number 659332

Date 02/03/12

32-61/1110

***10,992.71

Amount ****10,992 Dollars and 71 Cents

Pay to the order of

NAVARRO COUNTY TAX ASSESSOR
RUSSELL P HUDSON
300 W 3RD
CORSICANA TX 75110



Connie Standish

Virginia Richardson

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

#17

AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

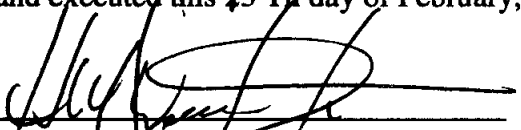
For December, 2011

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 13 Th day of February, 2012 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on December, 31, 2011 for the Court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 9,357,646.06. Bank collateral for deposits held at Depository Bank is \$ 19,073,914.15. Collateralization is 204% of deposits. Also, other assets totaling \$ 2, 208,755.46 are being held by the Treasurer's office. The total interest for all accounts for the month of ~~November~~ December, 2011 was \$ 4,614.73. The total disbursements for the month of December, 2011 were \$ 7,657,261.01. 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 13 Th day of February, 2012.




H. M. Davenport Jr., - County Judge



Kit Herrington - Commissioner Pct 1



Richard Martin - Commissioner Pct 2

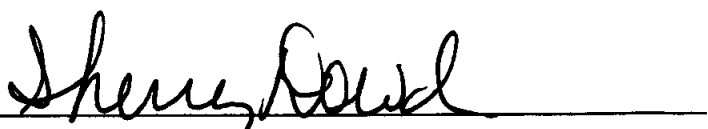


David Warren - Commissioner Pct 3

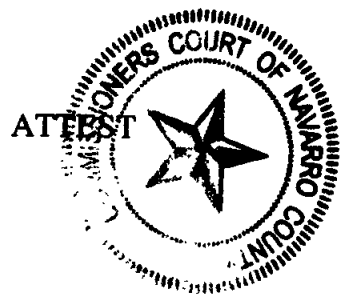


James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 13 Th day of February, 2012 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.



Sherry Dowd - Navarro County Clerk



Pledge Security Listing
December 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	624,015	4.00		07/01/18	AAA AA+	AAA	HTM	623,286.79	656,209.15	32,922.37
3128H7QU9	1430	FHLMC E99467	FHLB	x	3,000,000	365,214	4.00		09/01/15	AAA AA+	AAA	HTM	365,089.20	374,134.93	9,045.73
3128MBEW3	1938	FHLMC G12649	FHLB	x	3,800,000	783,888	5.50		05/01/22	AAA AA+	AAA	HTM	783,354.94	847,334.37	63,979.43
3128NGGH2	1951	FHLMC 1H1400	FHLB	x	1,999,995	662,166	5.95		05/01/37	AAA AA+	AAA	HTM	660,795.39	695,274.63	34,479.24
31403C3H2	2055	FNMA 745200	FHLB	x	1,400,000	404,843	4.50		04/01/20	AAA AA+	AAA	HTM	404,843.30	429,280.36	24,437.06
31402DF54	2177	FNMA 725677	FHLB	x	7,089,296	1,519,193	4.50		06/01/19	AAA AA+	AAA	HTM	1,512,146.18	1,605,810.12	93,663.94
31410G2P7	2182	FNMA 889182	FHLB	x	6,109,485	2,198,744	5.00		01/01/21	AAA AA+	AAA	HTM	2,203,524.48	2,364,172.00	160,647.52
3128MBTJ6	2412	FHLMC G13053	FHLB	x	2,200,000	694,173	4.50		04/01/23	AAA AA+	AAA	HTM	702,049.89	735,423.71	33,373.82
31417YMF1	2424	FNMA MA0357	FHLB	x	7,839,882	4,656,797	4.00		02/01/20	AAA AA+	AAA	HTM	4,745,229.06	4,936,204.84	190,975.78
31417YMF1	2424	FNMA MA0357	FHLB	x	979,985	582,100	4.00		02/01/20	AAA AA+	AAA	HTM	593,153.63	617,025.61	23,871.97
31416RTG8	2435	FNMA AA7750	FHLB	x	9,686,000	5,518,298	4.00		06/01/24	AAA AA+	AAA	HTM	5,598,333.03	5,813,044.44	214,711.41
726 NAVARRO COUNTY					47,603,642	18,009,432							18,191,805.89	19,073,914.15	882,108.26

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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



1-800-422-8660, mcplanning.com

s:\Operational Departments\Accounting Department\Portfolio\mcp portfolio files\PledgeRptb122011.csv
Version 9/29/2011

Report Set Page #211
01/03/12 - 2 17:27 PM

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

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TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. SHERIFF'S OFFICE
Reporting Date: 02/09/2012
TCLEOSE Agency Number: 349100
Chief Administrator: LESLIE A. COTTEN
Agency Contact Information: Phone: 903 654 3002
Mailing Address:
NAVARRO CO. SHERIFF'S OFFICE
312 W. 2nd. Ave.
Corsicana, TX 75110

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

NAVARRO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling.

Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the NAVARRO CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the NAVARRO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the NAVARRO CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **LESLIE A. COTTEN**

Chief Administrator

NAVARRO CO. SHERIFF'S OFFICE

Date: 02/09/2012

**NAVARRO CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling
Information**

Number of motor vehicle stops:

1. 688 citation only
2. 0 arrest only
3. 36 both
4. 724 Total (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. 95 African
6. 2 Asian
7. 599 Caucasian
8. 26 Hispanic
9. 2 Middle Eastern
10. 0 Native American
11. 724 Total (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. 73 Yes
13. 651 No
14. 724 Total (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. 39 Yes
16. 685 No
17. 724 Total (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. 15 Yes
19. 24 No
20. 39 Total (must equal line 15)

#20

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Sherry



MARATHON ENGINEERING CORPORATION

5615 2nd STREET WEST
LEHIGH ACRES, FL 33971
PH: (239) 303-7378 FX: (239) 303-7364

January 31, 2012

PROJECT QUOTE: Navarro County Jail
SECTION: Seclusion Room Refurbishment
PROJECT LOCATION: Corsicana, TX
CONTACT: Chief Deputy Mike Cox

SCOPE OF WORK: Manufacture, repair and install Gold Medal Safety Padding in (1) room at the above facility. The room will have the padding area on the food pass area replaced the additional areas that have been affected will be filled and sealed in addition the room as a whole will be re-coated in the room. Pricing includes one mobilization and is valid from 60 days from date on quote. Any applicable permits/license fees and applications are not included and will be completed by others.

PRICE: ***Six thousand four hundred thirty-one dollars and zero cents (\$6431.00) ***

TERMS: 50% down with the balance due upon completion.

PAYMENT TERMS & CONDITIONS:

1. Pricing is derived from the dimensions and the Scope of Work that is expressly listed on this quote, unless otherwise indicated. Any variance in dimensions greater than 2%, or any additional surfaces to be padded (i.e. ceiling when not listed) will need to be considered in the form of a written change order.
 2. For projects in excess of four (4) individual rooms, it is understood that Marathon Engineering Corporation will be paid for fabricated products stored at its plant within thirty (30) days of invoice date. Marathon Engineering Corporation will issue appropriate Bills of Sale and carry insurance protecting such products.
 3. All payment terms are Net 30 from date of invoice, unless expressly stated otherwise.
 4. Late payments shall accrue interest at a rate of 1.5% per month.
-

5. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work.
6. Pricing excludes any payment or performance bonding.
7. Pricing includes one (1) mobilization of materials and crew to job site.

EXPIRATION: This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing.

Please do not hesitate to contact me with any questions or if I can be of any assistance. I can be reached at our offices at (239) 303-7378 or via email at williamwiggs@aol.com.

Thank you once again for your consideration.

Sincerely,

William L. Wiggs
Sales Manager North America and Caribbean

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AMENDMENT

This amendment ("Amendment") is made this 13th day of February 2012 by and between Tyler Technologies, Inc. with offices at 6500 International Parkway, Suite 2000, Plano, TX 75093 ("Tyler") and Navarro County, TX with offices at PO Box 1439, Corsicana, TX 75151 ("Client").

WHEREAS, Tyler and the Client are parties to a certain Software License Agreement dated November 13, 1998 ("License Agreement") and a certain Client Support & Software Update Services Agreement ("Maintenance Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The products and services (excluding maintenance and support services) detailed in the attached Investment Summary are hereby added to the License Agreement.
2. Tyler shall invoice Client the License Fees of \$3,500.00 for the products added hereby upon the effective date of this Amendment.
3. Upon the effective date of this Amendment, the products added hereby shall be subject to the Maintenance Agreement. Tyler shall invoice Client for Maintenance and Support Fees on a prorated basis for the term commencing on the effective date of this Amendment through the end of Client's current maintenance and support term. Renewals of maintenance and support shall be governed by the Maintenance Agreement.
4. Services, plus applicable expenses, shall be invoiced to Client as provided/incurred.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the License Agreement.
6. All other terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.
Courts & Justice Division

Navarro County, TX

By: _____

By:  _____

Name: _____

Name: H.M. Davenport

Title: _____

Title: County Judge

Date: _____

Date: 2 - 13 - 12

#22

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OTIS

DATE: 01/30/2012

TO:
Navarro County Courthouse
300 W. 3rd Avenue Ste.14
Corsicana, TX 75110

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

EQUIPMENT LOCATION:
NAVARRO COUNTY JAIL
312 W 2ND AVENUE
CORSICANA, TX 75110

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

MACHINE NUMBER(S): 1 Unit

PROPOSAL NUMBER: EZH120130145623

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

We will arrange for the performance of the annual QEI State Inspection and on your elevator(s) at the above-referenced building. A QEI Certified State Inspector, with the assistance of additional manpower as necessary, will perform the inspection. We will be responsible for the coordination of the inspection, notification to the State of the inspection, transportation, scheduling, handling, and processing of the associated paperwork. Following the inspection, you will receive the certificate of inspection for each elevator. We will also provide you with proposals for work required, if any, to correct any deficiencies/violations noted on the certificate of inspection. In the event that some or all required work is covered under the terms of your current contract, we will supply you with a letter detailing the work to be performed.

Once you have received the certificates of inspection, you are responsible for filing the certificate of inspection (one (1) per elevator or escalator) and the \$20.00 per elevator/escalator fee with the Texas Department of Licensing and Regulation. Should you wish to seek a waiver or delay with respect to any violation indicated by the inspection, you are responsible for requesting such waiver or delay. There is a fee of \$50.00 for each application for delay or waiver. If you were to apply for both a waiver and delay, then the fee would be \$100.00. Please note that the certificates of inspection (or requests for waiver or delay) must be filed with the state within 60 days of the date of inspection.

You hereby acknowledge that by this proposal Otis Elevator Company is subcontracting certain of its duties under its current contract including the duty to perform an annual pressure relief valve test/no load test. By the signature below, you evidence consent to such subcontract and delegation of duties by Otis Elevator Company. Failure of Otis Elevator Company to perform the delegated duties itself shall not constitute a breach of your current contract.

All work will be performed during the regular working hours of the elevator trade.

The down payment referenced below must be received prior to scheduling work.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local Otis representative will contact you to schedule the work.

Pre-Payment Amount	Premium Percentage	Authorization (Initial)
0%	10% Add	

OTIS Elevator Company and Repair Order

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PRICE: \$330.00

Three hundred thirty dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$330.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Dejah Smith

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

*

Date: 12/3/2012

Date: _____

Signed: [Signature]

Signed: _____

Print Name: H. M. DAVENPORT, Jr.

Print Name: _____

Title: County Judge

Title: _____

E-mail: Hdavenport@navarrocourt.org

Name of Company: Navarro County

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

9-12-12 never received sign copy from Otis

Otis Service and Repair Order

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
 3. Payments shall be made as follows: A down payment of one hundred percent (100%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
 4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
 5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
 6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
 7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
 8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
 9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense, (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.**
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
 12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
 13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

OTIS ELEVATOR COMPANY

JOINT CONTRACT FOR ELECTION SERVICES

WHEREAS, the Corsicana Independent School District ("CISD"), the City of Corsicana ("City") and Navarro College ("the College") will each hold an election on May 12, 2012; and

WHEREAS, the City, CISD and the College have previously entered a separate agreement or agreements with the Navarro County Elections Administrator (the "County") wherein the County Elections Administrator will administer the City's municipal elections, CISD's elections and the College's elections occurring on the May uniform election date as authorized under Chapter 31 of the Texas Election Code ("Election Services Agreement"); and

WHEREAS, the City, CISD, College and the County desire to enter into a single Joint Contract for Election Services for the purpose of sharing election equipment, election expense and election ballots where or if appropriate;

NOW, THEREFORE, the City, CISD, the College and the County agree as follows:

1. **Date.** The election covered by this agreement will be held on May 12, 2012. The election officers for the City, CISD and the College are Virginia Richardson, Mike Nielsen and Gertrud Moreno, respectively.
2. **Duties and Services of County.** The County, acting by and through the County Elections Administrator, shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a). Train the judges and clerks.
 - (b). Arrange for the use of polling places, including early voting.
 - (c). Procure and distribute election supplies and distribution of ballots.
 - (d). Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of the City, CISD and the College and the election precincts established for the election.
 - (e). Procure, prepare and distribute election supplies and equipment, transport equipment to and from the polling places.
 - (f). Supervise the conduct of early voting.
 - (g). Publish notice of the date, time and place of a school of instruction for

election judges and clerks, and conduct such school of instruction.

- (h). Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the central counting station and assist in preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment.
- (i). Publish legal notice of the date, time and place of the testing of the electronic tabulating equipment and conduct such testing.
- (j). Provide at no cost for the storage of election records as provided by law.
- (k). Supervise the handling and disposition of election returns, voted ballot cards, etc. and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. The County Elections Administrator will prepare the unofficial tabulation report after all precincts have been counted and will provide a copy of the report to the City Secretary and/or the CISD Superintendent and/or the College President, as the case may be, as soon as possible after all returns have been tabulated.
- (l). Provide information services for voters and election officers.
- (m). Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and action to be taken by officers of the City, CISD and the College who are responsible for holding the election.
- (n). Pay the cost of election judges and clerks: Each election judge, alternate judge, and clerk will receive \$8.00 per hour. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and supplies to the County Elections Administrator after the polls close. Election judges and alternate judges will receive \$8.00 per hour for attending the election school.
- (o). Provide at no cost, copies of all invoices received by the County and/or County Elections Administrator for payment of services or supplies for which the City and/or CISD and/or the College is to reimburse the County Elections Administrator's Office.
- (p). All requests for early voting ballots by mail that are received by the City, CISD or the College will be transported by the City, CISD or the College, as the case may be, on the day of receipt to the office of the County Elections Officer for processing. Persons voting by mail will send their marked ballots to the office of the County Elections Officer. Requests for

mail ballots will be documented and processed immediately.

- (q) The County Elections Officer will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. The City, CISD and the College shall not be liable to any third parties for any default by the County in connection with holding the election, including failure by Navarro County or its County Elections Officer to pay for services, supplies and voting locations for this election.
- (r) The County Elections office will be responsible for recruiting judges, alternate judges, and clerks for early voting.

3. **Duties and Services of City, CISD and the College.** The City, CISD and the College shall:

- (a). Determine and establish the precincts and polling locations for their respective elections.
- (b). Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate City officer or body or CISD officer or body, or College officer or body and take all actions necessary under law for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results.
- (c). Approve the tabulating supervisor and assistants and central counting station manager, recommended by the County Elections Officer.
- (d). Prepare and publish in the official City newspapers all required election notices.
- (e). Deliver to the County Elections Officer as soon as possible, but not later than twenty-nine days before the election, the names that are to be printed on the ballot with the exact form and spelling that is to be used.
- (f). Pay any additional costs incurred by the County Elections Officer if a recount for said election is required, or the election is contested in any manner.
- (g). Prepare and submit all voting changes made by the City, CISD or the College that are required to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.

- (h). The City, CISD and the College shall pay to the County the actual costs incurred by Navarro County in conducting this election, together with an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100. The City, CISD and the College will pay their respective shares (as calculated in paragraph 4 below) of 50% of the estimated cost by April 12, 2012 and pay the balance of conducting said election, within thirty days from the date of billing. See Attachment for estimated cost for such services. The estimated costs of election may be modified as necessary, upon agreement of the County, CISD City and College. Signatures of the County/Contracting Officer, the City Secretary, City Manager, CISD Superintendent or his designee and College President or his designee on the modified costs shall evidence such modification.
- (i). The City, CISD and the College will recruit and notify each election judge and alternate judge of his or her appointment and determine the number of clerks or other election workers authorized to work at each voting location
- (j). Deliver all election orders and notices to the County in a timely manner.
- (k). All requests for early voting ballots by mail that are received by the City, CISD or the College will be transported by the City, CISD or the College on the day of receipt to the office of the County Elections Officer for processing.

4. Allocation of Costs as between CISD, the City and the College:

- (a) The City, CISD and the College desire to contract with the County to conduct and supervise their elections and further desire to split the fee charged by the County in paragraph 3(h) above in an equitable manner.
- (b). As between the City and CISD, Election day voting shall be held in common precincts, at nine polling locations, as authorized and ordered by the governing body of each Participating Entity.
- (c). As between CISD and the College, Election day voting shall be held in common precincts, at twelve polling locations, as authorized and ordered by the governing body of each Participating Entity.
- (d). As between the City and the College, Election day voting shall be held in common precincts, at nine polling locations, as authorized and ordered by the governing body of each Participating Entity.
- (e). The total estimated election expense is:

DRE Rental - Election Day and Early Voting— \$300 per ADA DRE
 \$250 per Regular DRE, \$75 per printer, \$20 per Provisional
 Ballot Bag, \$5 per PEB, \$5 per Flashcard

If the City, CISD and the College share a box, the cost of that box will
 borne equally by all three.

If two out of three of the City, CISD and College share a box, the cost of
 that box will be borne equally by the 2 Participating Entities that share that
 box.

If only one of the Participating Entities has a box, the entity having the
 box will bear the entire cost of that box.

Early voting shall be borne equally by all 3 of the Participating Entities,
 unless one or more of the entities cancel its/their election, in which case
 the early voting expense shall be borne the Participating Entity or Entities
 that conduct an election.

If the City, CISD or the College cancels an election, the canceling entity
 shall be responsible only for those reasonable expenses that it incurs or
 that are incurred on its behalf prior to the date of cancellation.

5. General Conditions.

- (a). All voting precincts and polling within the Corsicana city limits or CISD's
 or College's area of authority will be used.
- (b). This Contract shall automatically terminate upon completion of the
 activities related to the Election held on May 12, 2012. The parties may
 elect to renew this agreement for subsequent elections on the same terms
 and conditions as set forth herein, or on such other terms as they may
 agree.
- (c). Nothing contained in this contract shall authorize or permit a change in the
 office with whom or the place at which any document or record relating to
 an election is to be filed.
- (d). The County Elections Officer shall file copies of this contract with the
 County Judge and the County Auditor of Navarro County.
- (e). This agreement may be executed in multiple counterparts.

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DANDA PARKER
NAVARRO CO. ELECTIONS
BY Danda Parker DEPUTY

CITY OF CORSICANA, TEXAS

Chuck McClanahan
Chuck McClanahan, Mayor

ATTEST:

Virginia Richardson
Virginia Richardson
City Secretary

NAVARRO COUNTY

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

COUNTY ELECTIONS
ADMINISTRATOR

Danda Parker
Danda Parker

FILED FOR RECORD

2012 FEB 13 AM 10: 46

DANDA PARKER
NAVARRO CO. ELECTIONS
BY Danda Parker DEPUTY

CORSICANA INDEPENDENT
SCHOOL DISTRICT

Diane Frost, Superintendent

NAVARRO COLLEGE

Gertrud Moreno, Vice President of Finance

NAVARRO COUNTY, TEXAS
ELECTIONS ADMINISTRATION
ELECTION ESTIMATED COST ANALYSIS

CITY OF CORSICANA

ENTITY HOLDING ELECTION

Number of entities per site

1
10

Number of sites

CITY OF CORSICANA

TYPE OF ELECTION

Alone

Election Date: MAY 12, 2012

DESCRIPTION	UNIT	COST PER UNIT	NO. UNITS	AMOUNT	CATEGORY TOTALS
PERSONNEL CHARGES					
EARLY VOTING					
JUDGE	HR	\$ 8.00	60	\$ 480.00	\$480.00
ALT JUDGE	HR	\$ 8.00	60	\$ 480.00	\$480.00
CLERK	HR	\$ 8.00	60	\$ 480.00	\$480.00
BALLOT BOARD	HR	\$8.00	18	\$ 144.00	\$144.00
ELECTION DAY					
JUDGE	DAY	\$ 112.00	10	\$ 1,120.00	\$1,120.00
ALT JUDGE	DAY	\$ 112.00	10	\$ 1,120.00	\$1,120.00
CLERKS	DAY	\$ 112.00	10	\$ 1,120.00	\$1,120.00
PICK-UP FEE	PCT	\$ 25.00	10	\$ 250.00	\$250.00
ELECTION ADMIN STAFF					
OVERTIME HRS	HR	\$ 24.50	10	\$ 245.00	\$245.00
PART-TIME HELP	HR	\$ 8.00	10	\$ 80.00	\$80.00
SHERIFF DELIVERY & PICKUP	HR	\$ 25.00	9	\$ 225.00	\$225.00
U-HAUL RENTAL	DAY	\$100.00	1	\$ 100.00	\$100.00
SERVICES & SUPPLIES					
PUBLICATION		\$ 59.64	2	\$ 119.28	\$119.28
EARLY VOTING KIT	EA	\$ 33.00	1	\$ 33.00	\$33.00
EARLY VOTING BALLOT BOARD KIT	EA	\$ 33.00	1	\$ 33.00	\$33.00
PRECINCT KITS/ELECTION DAY	PCT	\$ 31.00	10	\$ 310.00	\$310.00
POLLING LOCATIONS (rental fees paid)			TBD		\$0.00

TOTAL PERSONNEL & SERVICES 101-334-010	\$6,339.28
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EQUIPMENT RENTAL					
DRE RENTAL - EARLY VOTING	ADA DRE	\$ 300.00	1	\$ 300.00	\$300.00
DRE RENTAL-EARLY VOTING	REG DRE	\$ 250.00	3	\$ 750.00	\$750.00
PRINTER		\$ 75.00	1	\$ 75.00	\$75.00
PROVISIONAL BALLOT BAG		\$ 20.00	1	\$ 20.00	\$20.00
PEB		\$ 5.00	2	\$ 10.00	\$10.00
FLASHCARD		\$ 5.00	6	\$ 30.00	\$30.00
DRE RENTAL-ELECTION DAY	ADA DRE	\$ 300.00	10	\$ 3,000.00	\$3,000.00
DRE RENTAL-ELECTION DAY	REG DRE	\$ 250.00	10	\$2,500.00	\$2,500.00
PRINTER		\$ 75.00	10	\$ 750.00	\$750.00
PROVISIONAL BALLOT BAG		\$ 20.00	10	\$ 200.00	\$200.00
PEB		\$ 5.00	20	\$ 100.00	\$100.00
FLASHCARD		\$ 5.00	20	\$ 100.00	\$100.00

TOTAL EQUIPMENT RENTAL 101-340-041	\$7,835.00
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TOTAL ELECTION COST	\$14,174.28
ADMINISTRATIVE FEE	10% 101-340-042 \$ 1,417.43

TOTAL AMOUNT DUE NAVARRO COUNTY	\$15,591.71
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NAVARRO COUNTY, TEXAS
ELECTIONS ADMINISTRATION
ELECTION COST ANALYSIS

CITY OF CORSICANA

ENTITY HOLDING ELECTION

CITY OF CORSICANA

TYPE OF ELECTION

Number of entities per site

Number of sites

Two Entities

Election Date: MAY 12, 2012

2
10

DESCRIPTION	UNIT	COST PER UNIT	NO. UNITS	AMOUNT	CATEGORY TOTALS
PERSONNEL CHARGES					
EARLY VOTING					
JUDGE	HR	\$ 8.00	60	\$ 480.00	\$240.00
ALT JUDGE	HR	\$ 8.00	60	\$ 480.00	\$240.00
CLERK	HR	\$ 8.00	60	\$ 480.00	\$240.00
BALLOT BOARD	HR	\$8.00	18	\$ 144.00	\$72.00
ELECTION DAY					
JUDGE	DAY	\$ 112.00	10	\$ 1,120.00	\$560.00
ALT JUDGE	DAY	\$ 112.00	10	\$ 1,120.00	\$560.00
CLERKS	DAY	\$ 112.00	10	\$ 1,120.00	\$560.00
PICK-UP FEE	PCT	\$ 25.00	10	\$ 250.00	\$125.00
ELECTION ADMIN STAFF					
OVERTIME HRS	HR	\$ 24.50	10	\$ 245.00	\$122.50
PART-TIME HELP	HR	\$ 8.00	10	\$ 80.00	\$40.00
SHERIFF DELIVERY & PICKUP	HR	\$ 25.00	9	\$ 225.00	\$112.50
U-HAUL RENTAL	DAY	\$100.00	1	\$ 100.00	\$50.00
SERVICES & SUPPLIES					
PUBLICATION		\$ 59.64	2	\$ 119.28	\$59.64
EARLY VOTING KIT	EA	\$ 33.00	1	\$ 33.00	\$16.50
EARLY VOTING BALLOT BOARD KIT	EA	\$ 33.00	1	\$ 33.00	\$16.50
PRECINCT KITS/ELECTION DAY	PCT	\$ 31.00	10	\$ 310.00	\$155.00
POLLING LOCATIONS (rental fees paid)			TBD		\$0.00

TOTAL PERSONNEL & SERVICES 101-334-010	\$3,166.64
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EQUIPMENT RENTAL					
DRE RENTAL - EARLY VOTING	ADA DRE	\$ 300.00	1	\$ 300.00	\$150.00
DRE RENTAL-EARLY VOTING	REG DRE	\$ 250.00	3	\$ 750.00	\$375.00
PRINTER		\$ 75.00	1	\$ 75.00	\$37.50
PROVISIONAL BALLOT BAG		\$ 20.00	1	\$ 20.00	\$10.00
PEB		\$ 5.00	2	\$ 10.00	\$5.00
FLASHCARD		\$ 5.00	6	\$ 30.00	\$15.00
DRE RENTAL-ELECTION DAY	ADA DRE	\$ 300.00	10	\$ 3,000.00	\$1,500.00
DRE RENTAL-ELECTION DAY	REG DRE	\$ 250.00	10	\$ 2,500.00	\$1,250.00
PRINTER		\$ 75.00	10	\$ 750.00	\$375.00
PROVISIONAL BALLOT BAG		\$ 20.00	10	\$ 200.00	\$100.00
PEB		\$ 5.00	20	\$ 100.00	\$50.00
FLASHCARD		\$ 5.00	20	\$ 100.00	\$50.00

TOTAL EQUIPMENT RENTAL 101-340-041	\$3,917.50
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TOTAL ELECTION COST				\$ 7,087.14
ADMINISTRATIVE FEE	10%	101-340-042		\$ 708.71

TOTAL AMOUNT DUE NAVARRO COUNTY	\$ 7,795.85
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NAVARRO COUNTY, TEXAS
ELECTIONS ADMINISTRATION
ELECTION ESTIMATED COST ANALYSIS

CITY OF CORSICANA
ENTITY HOLDING ELECTION

Number of entities per site 3
Number of sites 10

CITY OF CORSICANA
TYPE OF ELECTION

Three Entities
Election Date: MAY 12, 2012

DESCRIPTION	UNIT	COST PER UNIT	NO. UNITS	AMOUNT	CATEGORY TOTALS
PERSONNEL CHARGES					
EARLY VOTING					
JUDGE	HR	\$ 8.00	60	\$ 480.00	\$160.00
ALT JUDGE	HR	\$ 8.00	60	\$ 480.00	\$160.00
CLERK	HR	\$ 8.00	60	\$ 480.00	\$160.00
BALLOT BOARD	HR	\$8.00	18	\$ 144.00	\$48.00
ELECTION DAY					
JUDGE	DAY	\$ 112.00	10	\$ 1,120.00	\$373.33
ALT JUDGE	DAY	\$ 112.00	10	\$ 1,120.00	\$373.33
CLERKS	DAY	\$ 112.00	10	\$ 1,120.00	\$373.33
PICK-UP FEE	PCT	\$ 25.00	10	\$ 250.00	\$83.33
ELECTION ADMIN STAFF					
OVERTIME HRS	HR	\$ 24.50	10	\$ 245.00	\$81.67
PART-TIME HELP	HR	\$ 8.00	10	\$ 80.00	\$26.67
SHERIFF DELIVERY & PICKUP	HR	\$ 25.00	9	\$ 225.00	\$75.00
U-HAUL RENTAL	DAY	\$100.00	1	\$ 100.00	\$33.33
SERVICES & SUPPLIES					
PUBLICATION		\$ 59.64	2	\$ 119.28	\$39.76
EARLY VOTING KIT	EA	\$ 33.00	1	\$ 33.00	\$11.00
EARLY VOTING BALLOT BOARD KIT	EA	\$ 33.00	1	\$ 33.00	\$11.00
PRECINCT KITS/ELECTION DAY	PCT	\$ 31.00	10	\$ 310.00	\$103.33
POLLING LOCATIONS (rental fees paid)			TBD		\$0.00

TOTAL PERSONNEL & SERVICES 101-334-010 **\$2,113.09**

EQUIPMENT RENTAL					
DRE RENTAL - EARLY VOTING	ADA DRE	\$ 300.00	1	\$ 300.00	\$100.00
DRE RENTAL-EARLY VOTING	REG DRE	\$ 250.00	3	\$ 750.00	\$250.00
PRINTER		\$ 75.00	1	\$ 75.00	\$25.00
PROVISIONAL BALLOT BAG		\$ 20.00	1	\$ 20.00	\$6.67
PEB		\$ 5.00	2	\$ 10.00	\$3.33
FLASHCARD		\$ 5.00	6	\$ 30.00	\$10.00
DRE RENTAL-ELECTION DAY	ADA DRE	\$ 300.00	10	\$ 3,000.00	\$1,000.00
DRE RENTAL-ELECTION DAY	REG DRE	\$ 250.00	10	\$ 2,500.00	\$833.33
PRINTER		\$ 75.00	10	\$ 750.00	\$250.00
PROVISIONAL BALLOT BAG		\$ 20.00	10	\$ 200.00	\$66.67
PEB		\$ 5.00	20	\$ 100.00	\$33.33
FLASHCARD		\$ 5.00	20	\$ 100.00	\$33.33

TOTAL EQUIPMENT RENTAL 101-340-041 **\$2,811.67**

TOTAL ELECTION COST **\$ 4,724.76**
ADMINISTRATIVE FEE 10% 101-340-042 **\$ 472.48**

TOTAL AMOUNT DUE NAVARRO COUNTY **\$ 5,197.24**

NAVARRO COUNTY, TEXAS
ELECTIONS ADMINISTRATION
ELECTION COST ANALYSIS

PROGRAMING - CODING				
BASE CHARGE: PRECT TABULATOR		\$ 371.88		\$ -
BASE CHARGE: ERM FILE SETUP		\$ 371.88		\$ -
BALLOT TYPES		\$ 53.13		\$ -
PRECINCTS		\$ 5.31		\$ -
BALLOT FACES		\$ 10.63		\$ -
CONTEST/ISSUES		\$ 12.75		\$ -
CANDIDATE/RESPONSES		\$ 5.31		\$ -
MEDIA BURN: PEBs		\$ 10.00		\$ -
MEDIA BURN: FLASHCARDS		\$ 10.00		\$ -
ADDITIONAL LANGUAGE SETUP		\$ 256.50		\$ -

TOTAL CODING				\$0.00
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PROGRAMING - AUDIO				
LANGUAGE SETUP: ENGLISH		\$ 285.00		\$ -
CANDIDATES/YES-NO		\$ 8.10		\$ -
CONTESTS/ISSUES		\$ 11.70		\$ -
PROPS/AMENDS/INSTRUCTIONS		\$ 17.20		\$ -
BALLOT FACES		\$ 11.70		\$ -
LANGUAGE SETUP: SPANISH		\$ 285.00		\$ -
CANDIDATES/YES-NO		\$ 8.10		\$0.00
CONTESTS/ISSUES		\$ 11.70		\$ -
PROPS/AMENDS/INSTRUCTIONS		\$ 17.20		\$ -
BALLOT FACES		\$ 11.70		\$ -

TOTAL AUDIO				\$0.00
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PROGRAMING - LAYOUT				
LAYOUT CHARGE: 1 TO 500 FACES		\$ 30.00		\$ -
TOTAL LAYOUT:				\$0.00

SITE SUPPORT				
SITE SUPPORT 5/12/2012		\$ 4,125.00		\$ -
TOTAL LAYOUT:				\$0.00

BALLOTS				
OFFICIAL BALLOTS: ABSENTEE		\$ 0.28		\$ -
OFFICIAL BALLOTS: SAMPLE		\$ 0.28		\$ -
TOTAL LAYOUT:				\$0.00

TOTAL DUE NAVARRO COUNTY PROGRAMING:				\$0.00
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NAVARRO COUNTY, TEXAS
ELECTIONS ADMINISTRATION
ELECTION ESTIMATED COST ANALYSIS

CORSICANA ISD
ENTITY HOLDING ELECTION

Number of entities per site

1
23

Number of sites

CORSICANA ISD
TYPE OF ELECTION

Alone

Election Date: MAY 12, 2012

DESCRIPTION	UNIT	COST PER UNIT	NO. UNITS	AMOUNT	CATEGORY TOTALS
PERSONNEL CHARGES					
EARLY VOTING					
JUDGE	HR	\$ 8.00	60	\$ 480.00	\$480.00
ALT JUDGE	HR	\$ 8.00	60	\$ 480.00	\$480.00
CLERK	HR	\$ 8.00	60	\$ 480.00	\$480.00
BALLOT BOARD	HR	\$8.00	18	\$ 144.00	\$144.00
ELECTION DAY					
JUDGE	DAY	\$ 112.00	23	\$ 2,576.00	\$2,576.00
ALT JUDGE	DAY	\$ 112.00	23	\$ 2,576.00	\$2,576.00
CLERKS	DAY	\$ 112.00	46	\$5,152.00	\$5,152.00
PICK-UP FEE	PCT	\$ 25.00	23	\$ 575.00	\$575.00
ELECTION ADMIN STAFF					
OVERTIME HRS	HR	\$ 24.50	10	\$ 245.00	\$245.00
PART-TIME HELP	HR	\$ 8.00	10	\$ 80.00	\$80.00
SHERIFF DELIVERY & PICKUP	HR	\$ 25.00	9	\$ 225.00	\$225.00
U-HAUL RENTAL	DAY	\$100.00	1	\$ 100.00	\$100.00
SERVICES & SUPPLIES					
PUBLICATION		\$ 59.64	2	\$ 119.28	\$119.28
EARLY VOTING KIT	EA	\$ 33.00	1	\$ 33.00	\$33.00
EARLY VOTING BALLOT BOARD KIT	EA	\$ 33.00	1	\$ 33.00	\$33.00
PRECINCT KITS/ELECTION DAY	PCT	\$ 31.00	23	\$ 713.00	\$713.00
POLLING LOCATIONS (rental fees paid)			TBD		\$0.00

TOTAL PERSONNEL & SERVICES 101-334-010	\$14,011.28
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EQUIPMENT RENTAL					
DRE RENTAL - EARLY VOTING	ADA DRE	\$ 300.00	1	\$ 300.00	\$300.00
DRE RENTAL-EARLY VOTING	REG DRE	\$ 250.00	3	\$ 750.00	\$750.00
PRINTER		\$ 75.00	1	\$ 75.00	\$75.00
PROVISIONAL BALLOT BAG		\$ 20.00	1	\$ 20.00	\$20.00
PEB		\$ 5.00	2	\$ 10.00	\$10.00
FLASHCARD		\$ 5.00	6	\$ 30.00	\$30.00
DRE RENTAL-ELECTION DAY	ADA DRE	\$ 300.00	23	\$ 6,900.00	\$6,900.00
DRE RENTAL-ELECTION DAY	REG DRE	\$ 250.00	23	\$5,750.00	\$5,750.00
PRINTER		\$ 75.00	23	\$ 1,725.00	\$1,725.00
PROVISIONAL BALLOT BAG		\$ 20.00	23	\$ 460.00	\$460.00
PEB		\$ 5.00	46	\$ 230.00	\$230.00
FLASHCARD		\$ 5.00	46	\$ 230.00	\$230.00

TOTAL EQUIPMENT RENTAL 101-340-041	\$16,480.00
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TOTAL ELECTION COST	\$30,491.28
ADMINISTRATIVE FEE	10% 101-340-042 \$ 3,049.13

TOTAL AMOUNT DUE NAVARRO COUNTY	\$33,540.41
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NAVARRO COUNTY, TEXAS
ELECTIONS ADMINISTRATION
ELECTION COST ANALYSIS

CORSICANA ISD
ENTITY HOLDING ELECTION

Number of entities per site

2
23

Number of sites

CORSICANA ISD
TYPE OF ELECTION

Two Entities

Election Date: MAY 12, 2012

DESCRIPTION	UNIT	COST PER UNIT	NO. UNITS	AMOUNT	CATEGORY TOTALS
PERSONNEL CHARGES					
EARLY VOTING					
JUDGE	HR	\$ 8.00	60	\$ 480.00	\$240.00
ALT JUDGE	HR	\$ 8.00	60	\$ 480.00	\$240.00
CLERK	HR	\$ 8.00	60	\$ 480.00	\$240.00
BALLOT BOARD	HR	\$8.00	18	\$ 144.00	\$72.00
ELECTION DAY					
JUDGE	DAY	\$ 112.00	23	\$ 2,576.00	\$1,288.00
ALT JUDGE	DAY	\$ 112.00	23	\$ 2,576.00	\$1,288.00
CLERKS	DAY	\$ 112.00	46	\$5,152.00	\$2,576.00
PICK-UP FEE	PCT	\$ 25.00	23	\$ 575.00	\$287.50
ELECTION ADMIN STAFF					
OVERTIME HRS	HR	\$ 24.50	10	\$ 245.00	\$122.50
PART-TIME HELP	HR	\$ 8.00	10	\$ 80.00	\$40.00
SHERIFF DELIVERY & PICKUP	HR	\$ 25.00	9	\$ 225.00	\$112.50
U-HAUL RENTAL	DAY	\$100.00	1	\$ 100.00	\$50.00
SERVICES & SUPPLIES					
PUBLICATION		\$ 59.64	2	\$ 119.28	\$59.64
EARLY VOTING KIT	EA	\$ 33.00	1	\$ 33.00	\$16.50
EARLY VOTING BALLOT BOARD KIT	EA	\$ 33.00	1	\$ 33.00	\$16.50
PRECINCT KITS/ELECTION DAY	PCT	\$ 31.00	23	\$ 713.00	\$356.50
POLLING LOCATIONS (rental fees paid)			TBD		\$0.00

TOTAL PERSONNEL & SERVICES 101-334-010

\$7,005.64

EQUIPMENT RENTAL

DRE RENTAL - EARLY VOTING	ADA DRE	\$ 300.00	1	\$ 300.00	\$150.00
DRE RENTAL-EARLY VOTING	REG DRE	\$ 250.00	3	\$ 750.00	\$375.00
PRINTER		\$ 75.00	1	\$ 75.00	\$37.50
PROVISIONAL BALLOT BAG		\$ 20.00	1	\$ 20.00	\$10.00
PEB		\$ 5.00	2	\$ 10.00	\$5.00
FLASHCARD		\$ 5.00	6	\$ 30.00	\$15.00
DRE RENTAL-ELECTION DAY	ADA DRE	\$ 300.00	23	\$ 6,900.00	\$3,450.00
DRE RENTAL-ELECTION DAY	REG DRE	\$ 250.00	23	\$5,750.00	\$2,875.00
PRINTER		\$ 75.00	23	\$ 1,725.00	\$862.50
PROVISIONAL BALLOT BAG		\$ 20.00	23	\$ 460.00	\$230.00
PEB		\$ 5.00	46	\$ 230.00	\$115.00
FLASHCARD		\$ 5.00	46	\$ 230.00	\$115.00

TOTAL EQUIPMENT RENTAL 101-340-041

\$8,240.00

TOTAL ELECTION COST

\$15,245.64

ADMINISTRATIVE FEE

10%

101-340-042

\$ 1,524.56

TOTAL AMOUNT DUE NAVARRO COUNTY

\$16,770.20

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NAVARRO COUNTY, TEXAS
 ELECTIONS ADMINISTRATION
 ELECTION COST ANALYSIS

PROGRAMING - CODING				
BASE CHARGE: PRECT TABULATOR		\$ 371.88		\$ -
BASE CHARGE: ERM FILE SETUP		\$ 371.88		\$ -
BALLOT TYPES		\$ 53.13		\$ -
PRECINCTS		\$ 5.31		\$ -
BALLOT FACES		\$ 10.63		\$ -
CONTEST/ISSUES		\$ 12.75		\$ -
CANDIDATE/RESPONSES		\$ 5.31		\$ -
MEDIA BURN: PEBs		\$ 10.00		\$ -
MEDIA BURN: FLASHCARDS		\$ 10.00		\$ -
ADDITIONAL LANGUAGE SETUP		\$ 256.50		\$ -

TOTAL CODING **\$0.00**

PROGRAMING - AUDIO				
LANGUAGE SETUP: ENGLISH		\$ 285.00		\$ -
CANDIDATES/YES-NO		\$ 8.10		\$ -
CONTESTS/ISSUES		\$ 11.70		\$ -
PROPS/AMENDS/INSTRUCTIONS		\$ 17.20		\$ -
BALLOT FACES		\$ 11.70		\$ -
LANGUAGE SETUP: SPANISH		\$ 285.00		\$ -
CANDIDATES/YES-NO		\$ 8.10		\$0.00
CONTESTS/ISSUES		\$ 11.70		\$ -
PROPS/AMENDS/INSTRUCTIONS		\$ 17.20		\$ -
BALLOT FACES		\$ 11.70		\$ -

TOTAL AUDIO **\$0.00**

PROGRAMING - LAYOUT				
LAYOUT CHARGE: 1 TO 500 FACES		\$ 30.00		\$ -

TOTAL LAYOUT **\$0.00**

SITE SUPPORT				
SITE SUPPORT 5/12/2012		\$ 4,125.00		\$ -

TOTAL LAYOUT **\$0.00**

BALLOTS				
OFFICIAL BALLOTS: ABSENTEE		\$ 0.28		\$ -
OFFICIAL BALLOTS: SAMPLE		\$ 0.28		\$ -

TOTAL LAYOUT **\$0.00**

TOTAL DUE NAVARRO COUNTY PROGRAMING: **\$0.00**

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PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

February 3, 2012

Navarro County, Texas
Attention: Kathy Hollomon
300 W. Third Avenue, Suite 10
Corsicana, Texas 75110-4672

We are pleased to confirm our understanding of the services we are to provide Navarro County, Texas for the year ended September 30, 2011. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Navarro County, Texas as of and for the year ended September 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Navarro County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Navarro County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

Supplementary information other than RSI also accompanies Navarro County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual non-major fund financial statements and schedules.

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The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- 1) Introductory section.
- 2) Statistical section.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Navarro County, Texas and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during March 2011. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Navarro County’s compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of Navarro County’s major programs. The purpose of these procedures will be to express an opinion on Navarro County’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors’ reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or

indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 23, 2012 and to issue our reports no later than March 31, 2012. Paula Lowe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$31,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review letter of comment accompanies this letter.

We appreciate the opportunity to be of service to Navarro County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Pattillo, Brown & Hill, L.L.P.



Paula Lowe, CPA

PL/ar

RESPONSE:

This letter correctly sets forth the understanding of Navarro County, Texas.

Navarro County, Texas

February 3, 2012

Page 7

By: Kathy D. Waller

Title: Navarro County Auditor

Date: 2/13/12



EUBANK & BETTS

A Professional Limited Liability Company

CERTIFIED PUBLIC ACCOUNTANTS

3820 I-55 North, Suite 100 (39211) P.O. Box 16090

Jackson, Mississippi 39236-6090

Telephone 601-987-4300 Fax 601-987-4314

E-mail: firm@eubankbetts.com

Website: www.eubankbetts.com

SYSTEM REVIEW REPORT

September 30, 2010

To the Partners

Pattillo, Brown & Hill, L.L.P.

and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L.L.P.** (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Pattillo, Brown & Hill, L.L.P.** applicable to non-SEC issuers in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Pattillo, Brown & Hill, L.L.P.** has received a peer review rating of *pass*.

EUBANK & BETTS, PLLC