

## NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Tuesday, the 9th day of October, 2012 at 10:00 a.m., in the Basement Conference room of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Herrington sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments-no comments

**CONSENT AGENDA**

Motion to approve the consent agenda items 5-11 by Comm. Herrington Sec by Comm. Martin  
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of September 24th, 2012, September 26<sup>th</sup> 2012, and October 4th, 2012
6. Motion to approve and pay bills as submitted by the County Auditor including current bills and payroll (paid 9/30/2012).
7. Motion to approve minutes of the September 6<sup>th</sup>, 2012 Planning and Zoning meeting  
**TO WIT PG 886-887**
8. Motion to approve replat in Mattie Caston Phase III lots 10 and 11 for Daniel Whalen
9. Motion to approve replat in Mattie Caston Phase1 lots 7 & 8 for Robert McElvany
10. Motion to approve replat in The Shores Phase 1 lots 227 and 228 for Anthony Altman
11. Motion to approve replat in Mattie Caston Phase 1 lot 30 for Oleta Walker


**REGULAR AGENDA**

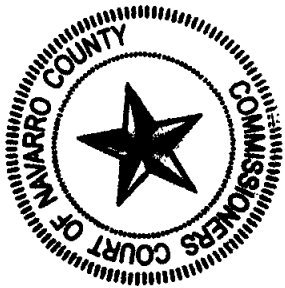
12. No action taken burn ban remains off
13. Motion to approve Treasurer's Report for July, Frank Hull by Comm. Herrington  
sec by Comm. Martin **TO WIT PG 888-889**  
All voted aye motion carried
14. Motion to approve Renewal Application for Public Officials Professional  
Liability Coverage with Texas Association of Counties Risk Management Pool  
(revised to add OEM Director), Eric Myers and Juvenile Probation by Comm.  
Olsen sec by Comm. Martin **TO WIT PG 890-895**  
All voted aye motion carried
15. Motion to approve Worker's Compensation Renewal Payroll Entry Worksheet for  
submission to Texas Association of Counties Risk Management Pool (revised to  
add OEM Director) by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 896-899**
16. Motion to approve SECO ARRA Grant Final Report for Grant Number CS0983  
(EECBG) by Comm. Olsen sec by Comm. Warren **TO WIT PG 900-902**  
All voted aye motion carried
17. Motion to approve Earth networks Professional Agreement for Weatherbug  
for Kerens by Comm. Martin sec by Comm. Olsen **TO WIT PG 903-908**  
All voted aye motion carried
18. Motion to approve a name change of NECR 3210 to NECR 3220, road is  
approximately 4900 ft. long and is continuous with NECR 3220 by Comm.  
Herrington sec by Comm. Olsen  
All voted aye motion carried
19. Motion to approve Agreement for adjacent to or crossing County roads with  
Dallas Production to cross SECR 3280, Pct. 2 by Comm. Martin  
sec by Comm. Warren **TO WIT PG 909-917**  
All voted aye motion carried
20. Motion to approve Navarro Soil and Water Conservation's Annual Report, Bobby  
Wilson by Comm. Herrington sec by Comm. Martin  
All voted aye motion carried **TO WIT PG 918-921**
21. Motion to approve Annual QEI State Inspection with Otis Elevator by Comm.  
Martin sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 922-925**

22. Motion to approve Renewal of Department of State Health Services Contract with the County Clerk's office by Judge Davenport sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 926-931**
23. Motion to approve Quitclaim Deed from Navarro County to Samaria Community Development Association by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 932-934**
24. 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 October 9TH, 2012.

SIGNED \_\_\_\_\_ 9TH \_\_\_\_\_ DAY OF October 2012.

  
SHERRY DOWD, COUNTY CLERK



#1

886



**NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT**

*Phil Seely* - Director

*Becky Garrett* - Addressing

*Stanley Young* - Environmental Services

*Robert Gray* - Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

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

Phone: (903) 875-3312

Fax: (903) 875-3314

**PLANNING AND ZONING COMMISSION MINUTES**

September 6th, 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 – absent  
Carroll Sigman – absent  
Vicki Farmer – present  
Dennis Bancroft – absent  
Charles Irvine – present  
Kim Newsome – absent

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

Item #2 on the agenda was consideration of the minutes of the August 2<sup>nd</sup>, 2012 Planning and Zoning meeting. Motion to approve by Commissioner Schoppert, second by Commissioner Jackson, all voted aye.

Item #3 on the agenda was consideration of a replat in Ladd's Harbor Phae I lots #77 & 78 for Dustin Chandler. Motion to approve by Commissioner Smith, second by Commissioner Newton, all voted aye

Item #4 on the agenda was consideration of a replat in SouthPoint lots #104 & 105 for Guy Rogers. Motion to approve by Commissioner Moe, second by Commissioner Smith, all voted aye.

Item #5 on the agenda was consideration of a special use permit to locate an RV on the property during construction of site built home in Village Woods lot #23A for John & Nancy Pieper. Motion to approve contingent upon the issuance of the special use permit to coincide with the start of construction on the site built permanent residence by Commissioner Newton, second by Commissioner Farmer, all voted aye.

Item #6 on the agenda was review and make recommendations to Commissioners' Court regarding a court order governing regulations at public parks and boat ramps on Richland-Chambers Lake. The Board recommended that the Director gather more information with regard to Tarrant Regional Water District usage fees for boat ramps and the Navarro County Sheriff's Office ability to patrol the public park areas. Once all information is gathered the Director will

prepare a complete draft of the court order with attached maps of the parks at a later date to be determined.

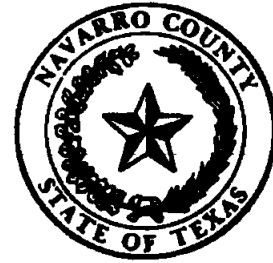
Commissioner Schoppert addressed an issue pertaining to Sunset Cove Marina. Sunset Cove Marina came before the Board on February 9<sup>th</sup>, 2012 with a request for a variance to allow a dump station for RVs. The owner has been in contact with Tarrant Regional Water District. The Board recommended that the Director contact Tarrant Regional Water District and gather more information on the situation. The Board also recommended that the Director add an informative item on the next agenda to give an update on the situation.

Adjourn.

#13

888

AFFIDAVIT SUBMITTED BY  
Frank Hull  
NAVARRO COUNTY TREASURER



STATE OF TEXAS  
COUNTY OF NAVARRO  
July 2012

I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

Whereas, Section 114.026 of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on October 9, 2012 which is attached hereto and has determined that the Treasurer's Report is correct.

It is therefore ordered, that the Navarro County Treasurer's Report which is attached is approved as presented by the Navarro County Treasurer to the Commissioner's Court of Navarro County, Texas and this Order Approving the Navarro County Treasurer's Report are to be entered into the Minutes.

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

\_\_\_\_\_  
H. M. Davenport Jr. - County Judge

\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

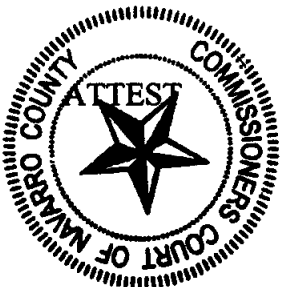
\_\_\_\_\_  
Richard Martin - Commissioner Pct 2

\_\_\_\_\_  
David Warren - Commissioner Pct 3

\_\_\_\_\_  
James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 9 th day of October, 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




NAVARRO COUNTY, TEXAS  
 REPORT OF CASH AND INVESTMENTS  
 FOR THE MONTH OF JULY, 2012

FUND	BEGINNING BALANCE	RECEIPTS	DISBURSEMENT	ENDING BALANCE	BANK INTEREST	TREASURY INTEREST	TOTAL
GENERAL	5,967,117.24	967,071.82	1,994,626.11	4,939,562.95	3,677.07	111.48	5,762,167.00
COMMUNITY SUPERVISION	350,924.80	55,477.89	86,207.76	320,194.93	216.21	12.30	411,239.12
JUVENILE PROBATION	55,151.14	30,507.70	36,489.61	49,169.23	32.70	10.98	129,906.56
FLOOD CONTROL	885,823.74	3,133.62	77,397.25	811,360.11	500.58	0.31	813,474.28
ROAD & BRIDGE - PCT 1	245,437.59	28,015.13	96,303.80	177,148.92	155.98	11.88	264,470.60
ROAD & BRIDGE - PCT 2	435,450.84	38,244.65	74,162.76	399,532.53	159.38	23.77	574,870.40
ROAD & BRIDGE - PCT 3	146,568.27	28,067.83	118,480.58	56,155.52	158.37	16.21	175,716.84
ROAD & BRIDGE - PCT 4	255,788.63	27,854.42	70,269.22	213,373.83	158.37	4.19	244,320.38
H.I.D.T.A.	16,110.93	201,445.09	201,524.67	16,031.35	12.36	-	16,031.35
H.I.D.T.A. SEIZURE	254.14	0.16	-	254.30	0.18	0.31	1,917.33
DEBT SERVICE	96,252.44	5,929.29	-	102,181.73	62.72	0.31	104,318.02
CAPITAL PROJECTS	252,727.22	160.54	-	252,887.76	160.54	14.20	357,714.58
SHERIFF SEIZURE	293,043.39	296.03	822.59	292,516.83	186.03	20.07	440,375.74
DISTRICT ATTY FORF	18,957.93	12.43	-	18,970.36	12.49	14.00	128,941.51
HEALTH INSURANCE	212,227.97	207,454.94	204,925.01	214,757.90	50.67	1.58	226,468.59
ECONOMIC DEVELOPMENT	209.88	0.13	-	210.01	0.13	0.31	2,316.00
TRUST	1,612,163.12	55,493.91	59,670.29	1,607,986.74	1,066.52	14.78	1,664,680.63
LAKE TRUST	228.90	0.15	-	229.05	0.16	12.60	93,446.61
REVOLVING & CLEARING	564,950.14	221,175.54	183,856.52	602,269.16	397.52	-	603,019.18
PAYROLL FUND	3,515.25	923,409.15	923,374.71	3,549.69	34.44	-	3,549.69
DISBURSEMENT FUND	1,657.21	2,261,322.34	2,534,235.89	(271,256.34)	164.38	-	(271,256.34)
<b>TOTAL</b>	<b>11,414,358.57</b>	<b>5,055,072.76</b>	<b>6,662,346.77</b>	<b>9,807,084.56</b>	<b>7,267.10</b>	<b>290.06</b>	<b>11,947,688.07</b>

INTEREST EARNED:	CURRENT MONTH	YTD
	7,547.16	

  
 Frank Hull / County Treasurer 9/26/12  
Date

  
 Jane McCollum / Chief Deputy Treasurer 9-26-12  
Date

#14



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Renewal

If you have questions regarding completion of this application, please contact us at: 1-800-456-5974; Facsimile Line: 1-512-478-1426; or E-mail Address: TACPools@county.org  
Please return this completed application to: Texas Association of Counties Risk Management Pool, P.O. Box 2131, Austin, Texas 78768

### 1. POLITICAL SUBDIVISION

- 1. Name of Political Subdivision: Navarro County
- 2. Address (No. & Street or P.O. Box): 300 W. THIRD AVENUE  
City, State, Zip: CORSICANA, TEXAS 75110  
Contact Name: KATHY B. HOLLomon E-mail Address: khollomon@navarrocounty.org  
Telephone Number: 903-654-3095 Fax Number: 903-654-3097
- 3. Population of county or applicant's political subdivision: 48,054 Source: TAC
- 4. Coverage Anniversary Date: OCTOBER 2012

### 2. EMPLOYMENT

- 5. Total number of applicant's employees:  
298 Full time, including elected officials 19 Part-time (all others except full time) 11 Volunteers

~~6. Attach with this completed application THE LATEST AUDITED FINANCIAL STATEMENT~~

- 7. List in the space below all boards, commissions, authorities, or other units operating under the jurisdiction of the county (or political subdivision) and within an apportionment of its total operating budget. Please indicate which units presently carry their own Public Officials Liability Insurance.  
If no such units are in operation, indicate here: \_\_\_\_\_

Board / Commission / Authority	Budget	Carries Separate Insurance
OFFICE OF EMERGENCY MANAGEMENT-VOLUNTEER DIRECTOR	41,800	NONE
JUVENILE PROBATION	108,937	NONE

(NOTE: Listing under this question does not ensure coverage, such coverage being limited to the terms and definitions of the coverage document.)



Coverage Information

8. Provide details of any general liability policy which may provide coverage for the applicant:
- a) Carrier: TAC Effective Date: 1/1/12 Limits of Liability: \_\_\_\_\_
  - b) Does coverage include Discrimination?        Yes        No
  - c) Does coverage include Personal Injury?        Yes        No
  - d) Does coverage include Public Officials as additional insureds?        Yes        No
  - e) If the applicant does not carry General Liability Insurance or Coverage, state the self-insured retention and limit of liability of the excess insurance for the self-insurance program.  
If there is no self-insurance program, indicate here: \_\_\_\_\_

9. The basic coverage excludes punitive damages or exemplary damages. However, this coverage can be added by endorsement for an additional contribution.

NOTE: Your current coverage:        does not include endorsement for punitive or exemplary damages.  
  X   is endorsed to include punitive or exemplary damages for the limit of:  
\_\_\_\_\_ \$50,000., \_\_\_\_\_ \$100,000., or   X   \$1,000,000.  
AND it is:   X   included within the limits of liability, or \_\_\_\_\_ in addition to the limits of liability.

**FOR RENEWAL COVERAGE**, do you wish to include endorsement for punitive or exemplary damages?   X   Yes\* \_\_\_\_\_ No

\*IF YES: a) Advise limit desired: \_\_\_\_\_ \$50,000., \_\_\_\_\_ \$100,000., or   X   \$1,000,000.; and  
b) Advise if you desire this limit:   X   included within the limits of liability, or \_\_\_\_\_ in addition to the limits of liability.

10. The basic coverage excludes the operations of airports and hospitals. However, these operations can be added by endorsement for an additional contribution. **This coverage is only available when the applicant is a county.**

NOTE: Your current coverage \_\_\_\_\_ does /   X   does not include endorsement for Airport;  
\_\_\_\_\_ does /   X   does not include endorsement for Hospital.

**FOR RENEWAL COVERAGE**, do you wish to include coverage for:  
Airport \_\_\_\_\_ Yes\*   X   No (\*If YES, complete and attach the "Airport Supplement" along with the airport's financial statements.)  
Hospital \_\_\_\_\_ Yes\*   X   No (\*If YES, complete and attach the "Hospital Supplement" along with the hospital's financial statements.)

11. "Errors and Omissions" coverage for the County Clerk and/or District Clerk can be added by endorsement for an additional contribution. Coverage can be provided for County Clerks, per Section 82.003 of the Texas Local Government Code, and for District Clerks, per Section 51.302(c) of the Texas Government Code. The amount of coverage required by these statutes is based upon the maximum amount of fees collected in any year during the term of office preceding the term for which the coverage is to be obtained. **This coverage is only available when the applicant is a county.**

NOTE: Your current coverage:  
  X   does / \_\_\_\_\_ does not include endorsement for County Clerk with a limit of \$ 400,000 ;  
  X   does / \_\_\_\_\_ does not include endorsement for District Clerk with a limit of \$ 150,000 .

**FOR RENEWAL COVERAGE**, do you wish to include coverage for: County Clerk   X   Yes\* \_\_\_\_\_ No  
District Clerk   X   Yes\* \_\_\_\_\_ No

\*IF YES, provide the following:

a) If current coverage is not with TAC, a copy of the expiring policy's Declarations Page, or provide:  
Carrier name: \_\_\_\_\_ Expiring Coverage Limit: \_\_\_\_\_ and Premium \_\_\_\_\_

b) Completed "County / District Clerk Supplement", listing current Clerks and Deputy Clerks.

c)	Year	Amount of <u>County Fees</u> Collected	Limit of Liability Required
County Clerk:	<u>2011</u>	<u>\$ 342,759.07</u>	<u>\$ 400,000</u>
District Clerk:	<u>2011</u>	<u>\$ 116,159.18</u>	<u>\$ 150,000</u>

**NAVARRO COUNTY, TEXAS  
PRINCIPAL OFFICIALS  
For the Year Ending September 30, 2012**

**Commissioners Court**

H.M. Davenport, Jr.	County Judge
Kit Herrington	Commissioner, Precinct 1
Richard Martin	Commissioner, Precinct 2
David B. Warren	Commissioner, Precinct 3
James Olsen	Commissioner, Precinct 4

**Judicial**

James Lagomarsino	Judge, 13th District Court
Amanda Putman*	Judge, County Court At Law
Vicki Gray	Justice of the Peace, Precinct 1
Kirby Hill	Justice of the Peace, Precinct 2
Jackie Freeland	Justice of the Peace, Precinct 3
Connie Hickman	Justice of the Peace, Precinct 4

**Law Enforcement**

Leslie A. Cotton, Sr.	County Sheriff
Lowell Thompson	District Attorney
Mike Davis	Constable, Precinct 1
David Foreman,	Constable, Precinct 2
Vacant	Constable, Precinct 3
Tommy Grant	Constable, Precinct 4
Chris Aldama*	Adult Probation Director
Melanie Hyder*	Juvenile Probation Director

**Financial Administration**

Kathy Hollomon*	County Auditor
Frank Hull	County Treasurer
Russell Hudson	County Tax Assessor-Collector

**Recording Officials**

Joshua Tackett*	District Clerk
Sherry Dowd	County Clerk

**Department Heads**

Phillip Seeley	Planning & Development
Tommy Pryor	Information Systems
Danda Parker	Elections

\*Designates appointed officials. All others are elected.



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

County Clerk Supplement

In order for the County/District Clerks and their deputies to be listed correctly on your coverage documents, please complete the listing below:

**COUNTY CLERK(S):**

SHERRY DOWD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEPUTY CLERK(S):**

DEBBIE ROBINSON

MARIE BATTLES

BEVERLY LENNON

SANDRA WHITENER

GENA CHANDLER

IDOLINA WHITEHEAD

CHRISTINE BLACKERBY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISTRICT CLERK(S):**

JOSHUA B. TACKETT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEPUTY CLERK(S):**

JILL GROUNDS

SHERRY BRUCE

KATHY COX

CARLA EVANS

KATHY PORTER

CAROLYN KICREASE

HALEY WOELLER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Limited coverage for the District Attorney, whose jurisdiction includes the applicant county, can be added by endorsement for an additional contribution. **This limited coverage is only available when the applicant is a county.**

NOTE: Your current coverage:  does not include endorsement for the District Attorney.  
 is endorsed to include District Attorney.

**FOR RENEWAL COVERAGE**, do you wish to include endorsement for District Attorney?  Yes  No

13. Limited coverage for the District Judge, whose jurisdiction includes the applicant county, can be added by endorsement for an additional contribution. **This limited coverage is only available when the applicant is a county.**

NOTE: Your current coverage:  does not include endorsement for the District Judge.  
 is endorsed to include District Judge.

**FOR RENEWAL COVERAGE**, do you wish to include endorsement for District Judge?  Yes  No

14. The basic coverage excludes back wages. However, this coverage can be added by endorsement for an additional annual contribution of \$500 for the following minimum limits: Back Wages: \$25,000 Each Claim  
\$25,000 Annual Aggregate

NOTE: Your current coverage:  does not include endorsement for back wages.  
 is endorsed to include back wages.

**FOR RENEWAL COVERAGE**, do you wish to include endorsement for back wages?  Yes  No

15. If the county takes someone's property, restricts his right to pursue a certain business or otherwise frustrates his right to use his property as he sees fit, the county may be sued for a "takings" claim. The basic Public Officials Liability coverage excludes takings claims. However, coverage that provides for a defense, but not indemnity, for takings claims can be added by endorsement for an additional annual contribution of \$500 for the following limits: \$50,000 Each Claim  
\$50,000 Aggregate per Coverage Document Period

NOTE: Your current coverage:  does not include endorsement for takings.  
 is endorsed to include takings.

**This limited coverage is only available when applicant is a county.**

**FOR RENEWAL COVERAGE**, do you wish to include endorsement for taking claims?  Yes  No

**County History**

16. Have any of the following occurred during the last year: which have not otherwise been reported to the Texas Association of Counties Government Risk Management Pool.

- a) Improper or alleged (publicly or privately) wrongful granting, or refusal to grant, zoning changes or variances, building permits or similar grants? \_\_\_\_ Yes\*  No
- b) Wrongful or alleged (publicly or privately) wrongful approval or disapproval of building plans, designs or specifications? \_\_\_\_ Yes\*  No
- c) Wrongful or alleged (publicly or privately) wrongful approval of building construction, plans or bids? \_\_\_\_ Yes\*  No
- d) Wrongful or alleged (publicly or privately) wrongful treatment regarding employees hiring, pay, benefits, or other compensation, or working conditions, or other terms of employment? \_\_\_\_ Yes\*  No
- e) Disputes or allegations (publicly or privately) involving integration, segregation, discrimination, or violation of civil rights? \_\_\_\_ Yes\*  No
- f) Any grand jury investigations, recall proceedings, indictments of public officials, or any proceedings underway or contemplated for removal from office of any public official? \_\_\_\_ Yes\*  No
- g) Any publicly or privately alleged misapplication, misuse, or misappropriation of public funds? \_\_\_\_ Yes\*  No

**\*IF YES**, to any, provide details by attachment of a completed "Individual Claim Data Report" for each, omitting references which are subject to an attorney-client or other privilege, or contain personal details which are not public information.

17. Have you, or any member of your staff, become aware of or have any knowledge whatsoever of any circumstances, occurrences, facts or events which are likely to be a basis of a claim either now or in the future, which have not been indicated under above Question #16?  
Yes\*  No

\*IF YES, have all of these been reported to TAC Claims Department?  
Yes  No\*\*

\*\*IF NO, please explain below and provide details by attaching a completed "Individual Claim Data Report":

\_\_\_\_\_

**Other Information**

The questions in this application seek information from applicant which may be used by the Pool in processing the application or in assessing coverage needs of political subdivisions. The questions posed, or any wording of the application, should not and may not be relied upon by applicant as having an implication that there exists coverage for any particular claim, or class of claims, whenever made. The provisions of coverage are located in the issued Coverage Document, including Declarations and any endorsements, provided to a covered political subdivision.

I/WE accept notice that any coverage which may be issued will apply on a "CLAIMS MADE BASIS," and that any failure to answer any application portion or question fully and accurately compromises coverage provided by the Pool to the applicant pursuant to the terms of the Coverage Document.

Signature: [Handwritten Signature] Title: COUNTY JUDGE Date: 9/24/2012  
County Judge (or presiding official) of the political subdivision)

SIGNING THIS FORM DOES NOT BIND THE APPLICANT POLITICAL SUBDIVISION OR THE POOL TO COMPLETE THE COVERAGE. Application must be signed and dated by the County Judge (or applicable presiding official) to be considered for quotation.

**COVERAGES AVAILABLE THROUGH THE TEXAS ASSOCIATION OF COUNTIES**

- Automobile Physical Damage
- Crime
- Property
- Automobile Liability
- General Liability
- Law Enforcement Liability
- Public Officials Liability
- Workers' Compensation
- Unemployment Fund
- Group Health

PLEASE SEND THIS APPLICATION TO:  
TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL  
P.O. BOX 2131  
AUSTIN, TEXAS 78768  
TEXAS WATTS: (800) 456-5974  
FAX: (512) 478-1426  
www.county.org





# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## WORKERS' COMPENSATION RENEWAL PAYROLL ENTRY WORKSHEET

Estimated Payroll for Coverage Effective: January 01, 2013

Member Name: Navarro County  
Contract No.: 1750

REGULAR EMPLOYEE CLASSIFICATIONS				
Class Code	Classification	Est. Payroll Previously Reported	Estimated Payroll	No. of Employees
074220	Aircraft Ambulance	0		
074180	Aircraft Oper. (Patrol, Ambulan)	0		
074230	Airport	0		
090160	Amusement Park, Exhibition Center	0		
091820	Athletic Program	0		
083910	Auto Mechanics	0		
090140	Bldg. Maintenance & Janitors	99,378	99,903	3
054030	Carpentry (Noc)	0		
092200	Cemetery Operations	0		
045110	Chemical Analyst/Assayers	0		
088090	Chief Of Commissions & Directors	0		
088100	Clerical	3,157,719	3,295,076	92
058060	Co. & Drain Dist. Commissioners	253,048	253,750	4
080060	Commodity Dist.-Retail Grocery	0		
052130	Concrete Construction	0		
052030	Concrete Construction-Bridges	0		
073800	Drivers	0		
037240	Elect. App. Install.-Copy Repair	0		
088102	Election Personnel & Jurors	0		
075390	Electric Power Co.-Employees Noc	0		
051900	Electrical Wiring W/In Buildings	0		
086010	Engineers, Surveyors	0		
860101	Engineers, Surveyors Appraisal	0		
077040	Firefighters & Drivers	0		
094020	Garbage Collection & Drivers	0		
063190	Gas/Water Main Connection Constr	0		
090600	Golf Course	0		
088280	Homemaker Service	0		
088330	Hospital Professional & Clerical	757,743	759,243	18
090400	Hospital, All Others	0		
090330	Housing Authority & Drivers	0		

Renew



# TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

## WORKERS' COMPENSATION RENEWAL PAYROLL ENTRY WORKSHEET

Estimated Payroll for Coverage Effective: January 01, 2013

Member Name: Navarro County  
Contract No.: 1750

REGULAR EMPLOYEE CLASSIFICATIONS				
Class Code	Classification	Est. Payroll Previously Reported	Estimated Payroll	No. of Employees
090320	Housing Authority Mgrs & Empls	0		
045190	Insect Control	0		
054790	Insulation Work & Drivers	0		
062290	Irrigation/Drainage Construct.	0		
087420	Juv Probation, Collectors, Sales	187,530	195,030	4
062190	Landfill Operation & Drivers, Excavation Noc	0		
075900	Landfill, Garbage Reduction	89,428	89,478	2
077200	Law Enforcement	4,869,818	4,869,976	132
077210	Ambulance	0		
088200	Law Office	305,238	301,638	6
088380	Library/Museum-Prof. & Clerical	0		
075020	Natural Gas Distribution	0		
088290	Nursing Home Employees	0		
051910	Office Technician	0		
090150	Parking Lots & Drivers	0		
091020	Parks & Recreation	0		
082270	Permanent Yard Employees	164,348	166,668	4
088320	Physician Med.Lab. Minor Emer. Clinic	0		
042990	Printing	0		
082640	Recycling Or Shredding Workers & Drivers	0		
090790	Restaurant, Food Preparation	0		
055060	Road Employees-Paving, Repaving	964,075	925,877	31
091010	Schools - All Other Employees	0		
075800	Sewage Disposal Plant Operations	0		
080170	Store Clerks	0		
090610	Swimming Pools	0		
090190	Toll Bridge Employees	0		
075200	Waterworks Operation & Drivers	0		
054790	Weatherization	0		
033650	Welder	0		
088680	Youth & Community Cntr Directors	0		
082920	Warehousing NOC and Driver	0		

Renew



# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## WORKERS' COMPENSATION RENEWAL PAYROLL ENTRY WORKSHEET

Estimated Payroll for Coverage Effective: January 01, 2013

Member Name: Navarro County  
Contract No.: 1750

Commissioners Court resolution is required to add or delete volunteer coverage.				
VOLUNTEER CLASSIFICATIONS				
Class Code	Classification	Est. Payroll Previously Reported	Estimated Payroll	No. of Employees
088551	Volunteer First Responders *NOTE	156,000	52,000	10
088552	Volunteer All Others	0	5,200	1

Signature:   
 Name: H.M. DAVENPORT, JR.  
 Title: COUNTY JUDGE  
 Date: \_\_\_\_\_

**For Internal Use Only**  
 Reviewed: \_\_\_\_\_  
 Approved: \_\_\_\_\_

\*NOTE: DROPPING VOLUNTEER FIRE DEPARTMENTS COVERAGE

Renew





# TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

## MEMBER CONTACT INFORMATION:

Member Name:	NAVARRO COUNTY
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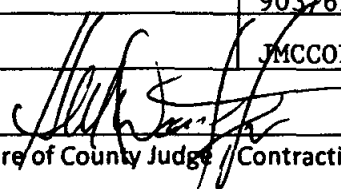
As specified in the Interlocal Agreement, each member hereby designates a Contact Person (Pool Coordinator) to whom we shall send all communication in regards to TAC RMP coverages. This person will be TAC RMP's main contact for daily matters pertaining to your TAC RMP coverages. Other contacts may be assigned by the County Judge / Contract Authority as specified below.

<b>Pool Coordinator:</b> <i>All lines – main contact</i>	Current Coordinator KATHY B. HOLLON, COUNTY AUDITOR	Changes / Corrections
Name / Title		
Address	300 W. THIRD AVE., SUITE 10	
Phone / Fax	CORSICANA, TX 75110 903-654-3094 / 903-654-3097	
Email	KHOLLON@NAVARROCOUNTY.ORG	

<b>Claims Coordinator:</b> <i>Send/receive all claims info</i>	Current Contact JULIE FORGUSON, COURT COORDINATOR	Changes / Corrections
Name / Title		
Address	300 W. THIRD AVE., SUITE 14 CORSICANA, TX 75110	
Phone / Fax	903-654-3030 / 903-874-6053	
Email	JFORGUSON@NAVARROCOUNTY.ORG	

<b>Billing Coordinator:</b> <i>Receives all TAC RMP invoices</i>	Current Contact TERRI GILLEN, 1ST ASST AUDITOR	Changes / Corrections
Name / Title		
Address	300 W. THIRD AVE., SUITE 10 CORSICANA, TX 75110	
Phone / Fax	903-875-3306 / 903-654-3097	
Email	TGILLEN@NAVARROCOUNTY.ORG	

<b>Workers' Compensation Coordinator:</b> <i>Sends all payroll info</i>	Current Contact JANE MCCOLLUM, CHIEF ASST. TREASURER	Changes / Corrections
Name / Title		
Address	300 W. THIRD AVE., SUITE 17 CORSICANA, TX 75110	
Phone / Fax	903/654-3090 / 903-875-3091	
Email	JMCCOLLUM@NAVARROCOUNTY .ORG	

  
Signature of County Judge / Contracting Authority

Print Name/Title: H.M. DAVENPORT, COUNTY JUDGE

Date: 10-9-12

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900

# SECO ARRA Grant Final Report



State Energy Conservation Office

All subrecipients are required to submit a Final Report to the State Energy Conservation Office (SECO) as part of their grant agreement. This report will be reviewed by your grant coordinator and SECO management as part of the grant close out process. You may be required to provide additional information to complete the close out process. *This report is the first step of the process.*

**DO NOT ALTER THE REPORT TEMPLATE.** Any changes made to the standard questions, metrics or other information requested by SECO may result in the final report being rejected.

**Grant Number:** CS0983  
(CS or CLS number)

**Entity Name:** County of Navarro  
(Entity as listed on contract)

**Contract Start Date:** December 16, 2010

**Contract End Date:** June 30, 2012

**Completed by:** Kathy Hollomon County Auditor  
(Name) (Title)

**Completed on:** October 1, 2012  
(Date)

## PART A. FUNDING

A1. Have you received the final reimbursement for project costs from SECO?  Yes  No

A1a. If no, please explain: \_\_\_\_\_  
\_\_\_\_\_

A2. Have leveraged/match funding requirements been met, as detailed in the grant agreement?  
Yes  No  N/A - No leveraged/match funds in grant agreement

A2a. If no, please explain: Although not required, Navarro County has matched \$7,000.00 toward the HVAC replacements.

A3. Are there any unused funds remaining on the grant? Yes  No

A3a. If yes, please indicate how much will not be used: \_\_\_\_\_

## PART B. DELIVERABLES

B1. Have all contract deliverables/tasks been met?  Yes  No

B1a. If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART C. REPORTING**

C1. Have all monthly reports been submitted to date?  Yes No

C1a. If no, please attach any missing monthly reports to this final report.

C1b. If you received a Project Completion Acknowledgement Form that released you from reporting prior to the end of the contract, what was the date on that form?  
MM/DD/YY

C2. Have you reported all hours worked to date? This should include any hours for grantee, subcontractor and/or labor work paid for by the grant.  
Yes No  N/A - No hours worked paid for by grant

C2a. If no, please explain and include details on any hours not previously reported:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C3. Provide a final narrative for the project.

C3a. Summarize the project: Install new cool roof at the Navarro County Justice Center (Jail) and retrofit 3 new 14 Seer or higher HVAC units on same replacing 10 year old or older units. Roof replaced July 9, 2011 and HVAC units replaced October 12, 2011.

C3b. Provide energy savings: Total spent on natural gas and electricity from 7/1/10 - 6/30/11 was \$147,898.53; total spent 7/1/11 - 6/30/12 was \$133,293.68; for a savings of \$14,604.85, or nearly 10%.

C3c. List major accomplishments and/or project recognitions: Recognized energy savings of 10% in the first year after installation of the new cool roof. Anticipate further savings due to HVAC upgrades.

C3d. Provide other notable improvements or successes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C4. Provide and verify cumulative metrics for the entire project. See Attachment A.

C5. Provide a final property inventory for equipment, supplies and property purchased with ARRA grant funds. The inventory will include both *real* and *personal property* valued at over \$5,000. Note that for photovoltaic systems, lighting projects, and other potentially high-value, modular projects, Grantees should rely on the per-unit cost of each piece of equipment. See Attachment B for more information and the inventory spreadsheet.

Example: A 9.6 kW solar PV array consisting of 42 panels does not need to be reported in the inventory if the per panel cost was below \$5,000. The inverter, however, would need to be reported if the value exceeds the \$5,000 threshold.

**PART D. MONITORING**

D1. Has SECO Monitoring provided a final determination letter? Yes  No

D2. Were there findings in the final determination letter? Yes  No  N/A

D3. Have all findings been cleared, documented or has other appropriate action been taken?  
Yes  No  N/A - No findings

D3a. If yes, please explain how the findings were cleared, documented or otherwise resolved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D3b. If no, please explain why the findings have not been cleared, documented or resolved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D4. Has documentation related to final determination letter findings been supplied to SECO Monitoring or your grant coordinator? Yes  No  N/A

D4a. If no, please attach documentation to this final report.

Subrecipients expending \$500,000 or more in Federal awards during the subrecipient's fiscal year for fiscal years ending after December 31, 2003 as provided in OMB Circular A-133 must meet the audit requirements of OMB Circular A-133 (the circular is available on the Internet at <http://www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf>) and the required audits must be completed within 9 months of the end of the subrecipient's audit period.

D4. If subject to the audit requirements of OMB Circular A-133, what is the current audit status?  
Audit of FYE 9/30/2011, including A-133 audit, was timely submitted on 4/3/2012 to grant manager, Jennifer Dear.

The undersigned certifies that the information provided in this final report is accurate, up-to-date and complete. The undersigned acknowledges compliance with the terms and conditions set forth in the Grant Agreement and the Comptroller's plan to audit the grant in accordance with contract terms.

Signature: [Signature]

Date: October 9, 2012

Printed Name and Title: H.M. Davenport, County Judge

#17

903



**EARTH NETWORKS PROFESSIONAL AGREEMENT**  
12410 Milestone Center Drive, Suite 300, Germantown, MD 20876  
EARTH NETWORKS dba WEATHERBUG herein referred to as "Earth Networks"

Customer Contact Information			
<b>Business Name:</b>	Navarro County OEM	<b>Business Address:</b>	300 W 3 <sup>rd</sup> Ave Corsicana, TX 75110
<b>Contact Name:</b>	Eric Meyers		
<b>Contact Phone:</b>	(903) 872-6571	<b>Contact Fax:</b>	903-641-3595

Customer Billing Information (if different from above)			
<b>Business Name:</b>	Navarro County	<b>Business Address:</b>	300 West Third Ave., Ste. 10 Corsicana, TX 75110
<b>Contact Name:</b>	Gloria Turner		
<b>Contact Phone:</b>	903-654-3095	<b>Contact Fax:</b>	903-654-3097

Earth Networks Contact Information			
<b>POC:</b>	Stuart Hershon	<b>Email Address:</b>	shershon@weatherbug.com
<b>Contact Phone:</b>	(800) 544-4429 ext 4080	<b>Contact Fax:</b>	(240) 599-7660

Schedule of Products and Services				
Product Name	Notes	Quantity	Unit Price	Total Price
Earth Networks LCD Display		1	\$0.00	\$0.00
Earth Networks Tracking Station		1	\$5,000.00	\$5,000.00
Installation (Standard) - Tracking Station		1	\$2,000.00	\$2,000.00

N/A  
Initial Term of Contract

**Grand Total:** \$7,000.00

Date of Original Signed Terms and Conditions: 10/1/2012

**Remarks:**  
The buyer agrees to payment terms of Net 30 unless otherwise documented. Late payment fees will be charged as one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late.

Installation and/or maintenance costs quoted above are valid for standard installations only. Any installation or maintenance work that requires non-standard equipment, materials or regulatory expense may be subject to an additional charge.

Please allow six to eight weeks for delivery of hardware.

This order is subject to sales tax at time of invoicing.

The parties agree to be bound by the Earth Networks terms and conditions.

**Customer:**  
By:   
Name: H.M. Davenport  
Title: County Judge  
Date: 10/9/2012

**EARTH NETWORKS**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please fax all pages of the signed agreement directly to Earth Networks at (240) 599-7660



## Customer Check List

Earth Networks thanks you in advance for your business. In order for us to expedite your order, please be sure that you have signed and returned the following information:

- Signed Earth Networks Professional Agreement
- Signed Purchase Order, Check or Credit Card Authorization
- Tax Exempt Certificate (if applicable)

If you should have any questions please feel free to contact your POC:

**NOTE:** AWS Convergence Technologies Inc. officially changed its name to **Earth Networks Inc.**, January 2011. Please ensure that you have made the name change to all documents submitted to **Earth Networks** for processing.

POC: Stuart Hershon

Phone: (800) 544-4429 ext 4080

Email Address: shershon@weatherbug.com

Fax:(240)599-7660



# PURCHASE ORDER

## NAVARRO COUNTY, TEXAS

905

<b>PURCHASE ORDER</b>	
NO. PO #	<b>235433</b>
REFER TO THIS NUMBER ON ALL INVOICES AND COMMUNICATION	

VENDOR: 006332 EARTH NETWORKS, INC  
 AKA WEATHERBUG  
 12410 MILESTONE CTR DR. STE. 300  
 GERMANTOWN, MD 20876-7103

DATE	10/02/2012
DEPARTMENT CODE	
DEPARTMENT NAME	EMERGENCY MGT
CONTRACT AWARDED DATE	
CONTRACT AND BOND APPROVED DATE	
REQUISITION NUMBER	

DELIVER TO:

QUANTITY	DESCRIPTION	DISTRIBUTION	UNIT PRICE	TOTAL
1	ORDER #41297	101-568-320	7000.00	7000.00
<b>GRAND TOTAL</b>				<b>7,000.00</b>

Budget provisions have been made and funds are available or will be available to meet this obligation when due, provided there is proper and legal performance.

APPROVED BY *Jani Miller*  
 County Auditor

Mail Invoices To:  
 Navarro County Auditor's Office  
 300 West Third Avenue Suite 10  
 Corsicana, TX 75110-4672  
 903/654-3095 Fax 903/654-3097

White - Vendor    Pink - Purchasing    Canary - Receiving



**PURCHASE ORDER**  
**NAVARRO COUNTY, TEXAS**

906

<b>PURCHASE ORDER</b>	
PO #	235433
NO.	
REFER TO THIS NUMBER ON ALL INVOICES AND COMMUNICATION	

**VENDOR:** 006332 EARTH NETWORKS, INC  
 AKA WEATHERBUG  
 12410 MILESTONE CTR DR, STE. 300  
 GERMANTOWN, MD 20876-7103

DATE	10/02/2012
DEPARTMENT CODE	
DEPARTMENT NAME	EMERGENCY MGT
CONTRACT AWARDED DATE	
CONTRACT AND BOND APPROVED DATE	
REQUISITION NUMBER	

**DELIVER TO:**

QUANTITY	DESCRIPTION	DISTRIBUTION	UNIT PRICE	TOTAL
1	ORDER #41297	101-568-320	7000.00	7000.00
GRAND TOTAL				7,000.00

Budget provisions have been made and funds are available or will be available to meet this obligation when due, provided there is proper and legal performance.

**APPROVED BY** Joni Diller  
 County Auditor

Mail Invoices To:  
 Navarro County Auditor's Office  
 300 West Third Avenue Suite 10  
 Corsicana, TX 75110-4672  
 903/654-3095 Fax 903/654-3097

White - Vendor Pink - Purchasing Canary - Receiving





# PURCHASE ORDER

## NAVARRO COUNTY, TEXAS

407

<b>PURCHASE ORDER</b>	
NO.	PO # 235433
REFER TO THIS NUMBER ON ALL INVOICES AND COMMUNICATION	

**VENDOR:** 006332 EARTH NETWORKS, INC  
 AKA WEATHERBUG  
 12410 MILESTONE CTR DR, STE. 300  
 GERMANTOWN, MD 20876-7103

DATE	10/02/2012
DEPARTMENT CODE	
DEPARTMENT NAME	EMERGENCY MGT
CONTRACT AWARDED DATE	
CONTRACT AND BOND APPROVED DATE	
REQUISITION NUMBER	

**DELIVER TO:**

QUANTITY	DESCRIPTION	DISTRIBUTION	UNIT PRICE	TOTAL
1	ORDER #41297	101-568-320	7000.00	7000.00
<b>GRAND TOTAL</b>				<b>7,000.00</b>

Budget provisions have been made and funds are available or will be available to meet this obligation when due, provided there is proper and legal performance.

**APPROVED BY** *Jan Seltzer*  
 County Auditor

**Mail Invoices To:**  
 Navarro County Auditor's Office  
 300 West Third Avenue Suite 10  
 Corsicana, TX 75110-4672  
 903/654-3095 Fax 903/654-3097

White - Vendor    Pink - Purchasing    Canary - Receiving

908

### TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency <b>NAVARRO COUNTY</b>	
Address (Street & number, P.O. Box or Route number) <b>300 W 3RD AVE. SUITE 10</b>	Phone (Area code and number) <b>903-654-3095</b>
City, State, ZIP code <b>CORSICANA TX 75110</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: **Earth Networks dba WEATHERBUG**

Street address: **12410 Milestone Center Dr, Ste. 300** City, State, ZIP code: **Germantown, MD 20876**

Description of items to be purchased or on the attached order or invoice:

**Miscellaneous Software and Equipment**

Purchaser claims this exemption for the following reason:

**Governmental Entity**

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here 	Purchaser	Title <b>First Assistant Auditor</b>	Date <b>10/2/2012</b>
--	-----------	---	--------------------------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.  
**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**  
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

DALLAS PRODUCTION, INC., Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. DALLAS PRODUCTION, INC., 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) SE County Road 3280 located in Precinct # 2, 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 3 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

Natural gas pipeline

The transport route (beginning and end): From Weed #1 wellhead to tie-in point at Lehnetrz-Faulkner, Inc. Line approximately 2100' total feet pf ;ome/

(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 3 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 25th day of September, 2002 2012

OWNER

By:

*[Handwritten Signature]*  
WILLIAM A. GUSTARD, its President

Company Name: DALLAS PRODUCTION, INC.  
Address: 4600 Greenville Avenue, Suite 300, Dallas, TX 75206  
Phone Number: (214) 265-4300

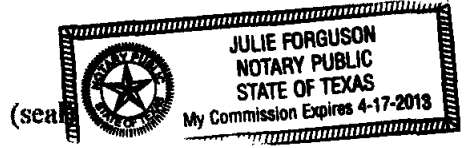


NAVARRO COUNTY

By: [Signature]  
County Judge

By: [Signature]  
Commissioner of Precinct 2

Before me the undersigned notary public on this the 9<sup>th</sup> day of Oct., 2011,  
appeared [Signature], the County Judge of Navarro County, and  
[Signature] Commissioner of Precinct 2 of Navarro County, who being sworn  
upon their oath affirmed that they executed the foregoing License for the purposes and  
consideration set forth herein.

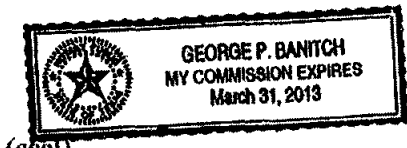


[Signature]  
Notary Public, State of Texas

Julie Forguson  
Printed Name

4-17-13  
Commission Expires

Before me the undersigned notary public on this the 25<sup>th</sup> day of September, 2011,  
appeared William A. Custod who is an authorized representative of Dallas Production Inc.  
(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.



[Signature]  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Expires

**ATTACHMENT "A"**  
**TO**  
**AGREEMENT FOR EASEMENT**  
**ADJACENT TO OR CROSSING COUNTY ROADS**

**If this easement is for a petroleum pipeline, you must submit the following information:**

1. Diagram indicating the gathering system, including:
  - a. location of any easements with width dimensions
  - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage)
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

LINE DIAMETER - 3" ID 3.5" OD, .188 wall grade x 42, 3000 lb. mill test.

BURIAL DEPTH. 7' x 9'. Signage on both sides of county road at both sides of county road at both crossings. FUSION BOND COATED PIPELINE.

Persons to notify in case of emergency: Darrell Hamilton (903) 595-5371  
Ronnie Marksberry (903) 595-5371

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EXHIBIT "A"



NAVARRO COUNTY, TX

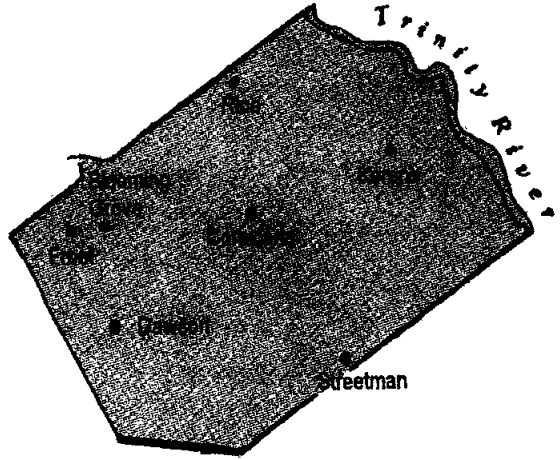
917

#20

918

# Navarro Soil and Water Conservation District

District 514  
4323 West Highway 22  
Corsicana, Texas 75110



October 9, 2012

Navarro County Commissioners Court  
300 West 3<sup>rd</sup>. Avenue, Suite 14  
Corsicana, Texas 75110

**RECEIVED**

OCT 09 2012

NAVARRO COUNTY  
AUDITOR'S OFFICE

Reference: Flood Prevention Site Maintenance Inspections for Fiscal Year 2012.

Dear Commissioners Court,

This is to advise you of the completion of maintenance inspections performed on the 112 flood prevention sites located in Navarro County by the Navarro Soil and Water Conservation District on behalf of Navarro County and the Navarro Soil and Water Conservation District.

Attached is a list of the flood prevention sites with the date of inspection for each. Also included are copies of the Maintenance Checklist for Floodwater Retarding Structures for each site.

Sincerely,

Bobby D. Wilson  
Contracting Officer

NAVARRO SOIL & WATER  
 CONSERVATION DISTRICT  
 4323 WEST HIGHWAY 22  
 CORSICANA, TEXAS 75110

	A	B	C
1	FISCAL	YEAR	2012
2	Navarro	S W C D	514
3	Site No.	Watershed	Inspected
4			
5	R 012	Richland	4/17/2012
6	R 014	Richland	7/5/2012
7	R 014A	Richland	7/3/2012
8	R 015	Richland	7/5/2012
9	R 026	Richland	3/6/2012
10	R 026A	Richland	3/6/2012
11	R 029	Richland	2/28/2012
12	R 030	Richland	3/6/2012
13	R 030PD	Richland	7/24/2012
14	R 031	Richland	4/17/2012
15	R 032	Richland	3/27/2012
16	R 033	Richland	6/12/2012
17	R 034	Richland	6/12/2012
18	R 035	Richland	4/7/2012
19	R 036	Richland	4/5/2012
20	R 047	Richland	2/23/2012
21	R 098A	Richland	2/7/2012
22	R 099	Richland	2/23/2012
23	R 100A	Richland	2/23/2012
24	R 101	Richland	2/7/2012
25	R 101-1PD	Richland	2/7/2012
26	R 101-2PD	Richland	2/7/2012
27	R 105	Richland	7/17/2012
28	R 106A	Richland	7/10/2012
29	R 107A	Richland	6/5/2012
30	R 107B	Richland	6/5/2012
31	R 108	Richland	7/5/2012
32	R 109	Richland	6/12/2012
33	R 110	Richland	6/12/2012
34	R 111	Richland	7/5/2012
35	R 112	Richland	7/10/2012
36	R 113	Richland	4/17/2012
37	R 114	Richland	3/6/2012
38	R 115	Richland	2/9/2012
39	R 115-1PD	Richland	2/9/2012
40	R 116	Richland	2/28/2012
41	R 118	Richland	6/28/2012
42	R 119A	Richland	5/23/2012
43	R 120	Richland	5/23/2012
44	R 121	Richland	5/23/2012
45	R 123	Richland	6/19/2023
46	R 124	Richland	5/23/2012

	A	B	C
47	R 126	Richland	5/23/2012
48	R 127	Richland	4/17/2012
49	R 129	Richland	2/28/2012
50	R 134	Richland	5/23/2012
51	R 135A	Richland	6/21/2012
52	R 135B	Richland	6/21/2012
53	R 135D	Richland	2/7/2012
54	R 136	Richland	7/10/2012
55	R 136-PD1	Richland	7/10/2012
56	R 137A	Richland	5/23/2012
57	R 137G	Richland	7/26/2012
58	R 138	Richland	5/21/2012
59	R 140	Richland	4/19/2012
60	R 143A	Richland	7/12/2012
61	G 01	Grays	6/14/2012
62	G 02	Grays	6/14/2012
63	G 03	Grays	6/26/2012
64	G 04	Grays	6/26/2012
65	G 05	Grays	6/26/2012
66	G 06	Grays	6/26/2012
67	G 07A	Grays	8/2/2012
68	G 07B	Grays	3/1/2012
69	G 07C	Grays	3/1/2012
70	G 08	Grays	3/1/2012
71	G 09	Grays	3/29/2012
72	G 103	Grays	7/27/2012
73	G 104	Grays	7/27/2012
74	G 105	Grays	7/19/2012
75	C Gabion 1	Chambers	6/19/2012
76	C Gabion 2	Chambers	6/28/2012
77	C Chute 3	Chambers	4/13/2012
78	C Gabion 5	Chambers	6/28/2012
79	C Gabion 6	Chambers	4/13/2012
80	C Gabion 7	Chambers	2/23/2012
81	C 101A	Chambers	6/19/2012
82	C 103B	Chambers	6/22/2012
83	C 104A	Chambers	2/28/2012
84	C 104B	Chambers	2/7/2012
85	C 105A	Chambers	4/25/2012
86	C 105B	Chambers	5/23/2012
87	C 119A	Chambers	5/23/2012
88	C 119B	Chambers	7/19/2012
89	C 120A	Chambers	4/19/2012
90	C 120A PD1	Chambers	4/19/2012
91	C 120A PD2	Chambers	4/19/2012
92	C 120B	Chambers	6/28/2012

NAVARRO SOIL & WATER  
 CONSERVATION DISTRICT  
 4323 WEST HIGHWAY 22  
 CORSICANA, TEXAS 75110

	A	B	C
93	C 121	Chambers	6/28/2012
94	C 121C	Chambers	7/31/2012
95	C 121D1	Chambers	7/26/2012
96	C 121D2	Chambers	7/26/2012
97	C 121E	Chambers	7/26/2012
98	C 122A	Chambers	2/21/2012
99	C 122B	Chambers	2/21/2012
100	C 123A	Chambers	6/28/2012
101	C 123B	Chambers	7/12/2012
102	C 124	Chambers	4/9/2012
103	C 124A1	Chambers	2/23/2012
104	C 124B	Chambers	2/23/2012
105	C 124C	Chambers	3/5/2012
106	C 127A	Chambers	2/23/2012
107	C 127B	Chambers	7/17/2012
108	C 128	Chambers	7/24/2012
109	C 129	Chambers	5/21/2012
110	C 130B	Chambers	7/19/2012
111	C 131	Chambers	7/24/2012
112	C 136	Chambers	3/1/2012
113	C 136A	Chambers	6/28/2012
114	C 139	Chambers	4/18/2012
115	C 140	Chambers	8/2/2012
116	C 141	Chambers	8/2/2012

NAVARRO SOIL & WATER  
CONSERVATION DISTRICT  
4328 WEST HIGHWAY 22  
CORSIANA, TEXAS 75110

H21  
922

# OTIS

DATE: 10/02/2012

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 COURTHOUSE  
300 W 3RD AVE  
CORNICANA, TX 75110

Elizabeth Steiner  
Phone:  
Fax:(214) 741-6207

MACHINE NUMBER(S): 2 Units

PROPOSAL NUMBER: EZH121002094620

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	



973

PRICE: \$660.00  
Six hundred sixty dollars

This price is based on a one hundred percent (100%) downpayment in the amount of \$660.00.

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: Elizabeth Steiner

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date: 10-9-12

Signed: [Signature]

Print Name: H.M. DAVENPORT, Jr

Title: NAVARRO Co. Judge

E-mail: hdavenport@navarrocourtney.org

Name of Company: County of NAVARRO

Principal, Owner or Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**Otis Elevator Company**

Approved by Authorized Representative

Date: 10/23/12

Signed: [Signature]

Print Name: BYRON H. GARY

Title: General Manager

Order Service and Repair

925

**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.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2013-042130-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and NAVARRO COUNTY (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.
2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed.
3. **Term of the Contract.** This Contract begins on 09/01/2012 and ends on 08/31/2014. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.
5. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish applicable software programs, and provide technical assistance related to equipment and programs under control of the Performing Agency.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

#### 7. Payment Method.

##### Fee for Service

Receiving Agency agrees to reimburse Performing Agency \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

8. Billing Instruction. The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract. Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

Name: Texas Department of State Health Services  
Vital Statistics Unit, MC2906  
Address: P. O. Box 149347  
Austin, Texas 78714-9347  
Vendor Identification Number: 35375375371000

9. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

10. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

11. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

12. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

13. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30

days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that it has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

**14. Terms & Conditions.**

**A. Federal and State Laws, Rules and Ordinances.** Parties shall comply with all applicable federal and state statutes, rules and regulations.

**B. Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

**C. Records Retention.** DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at <http://www.dshs.state.tx.us/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

**D. Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

**E. Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

**F. Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY

**OPERATION OF LAW.**

**G. Waiver.** Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

**H. Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

**I. Inspections.** Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

**J. Voided Records.** To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

**K. Credits.** Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

15. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract. By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.



DEPARTMENT OF STATE HEALTH SERVICES

NAVARRO COUNTY

By: Bob Burnette  
Signature of Authorized Official

By: [Signature]  
Signature

9/19/12  
Date

10-9-12  
Date

Bob Burnette, C.P.M., CTPM

\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

(512) 458-7470

\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence

#23

932

**QUITCLAIM**

Date: October 9, 2012

**RECITALS:**

**WHEREAS**, by Warranty Deed, dated July 12, 1985, recorded in Volume 1058, Page 430, Deed Records of Navarro County, Texas, Lexie Colbert and wife Christine Colbert purported to convey to Samaria Community Development Association, a certain tract in the A.C. Love Survey, A-490, Navarro County, Texas, as stated to be the First, Second and Third tracts in said deed ("*Property*"); and

**WHEREAS**, for the purpose of evidencing of record the correct ownership of the Property, Navarro County, Texas a political subdivision of said State, executes this instrument.

**Grantor:** Navarro County, Texas, acting by its duly authorized County Judge  
**Grantor's Mailing Address:** 300 West Third Avenue, Corsicana, Navarro County, Texas 75110

**Grantee:** Samaria Community Development Association, and its successors.  
**Grantee's Mailing Address:** FM 3096, Kerens, Texas 75144

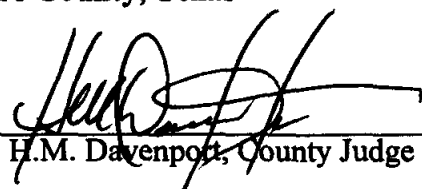
**Consideration:** TEN AND NO/100 DOLLARS (\$10.00).

**Property (including any improvements):** The property is more fully described on Exhibit A attached hereto.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns shall have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

Navarro County, Texas

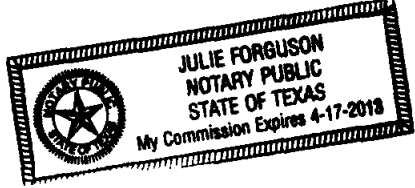
By:   
H.M. Davenport, County Judge

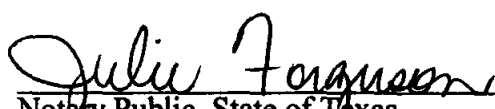
STATE OF TEXAS

COUNTY OF NAVARRO

§  
§  
§

This instrument was acknowledged before me on 9<sup>th</sup> day of October, 2012, by H. M. Davenport, acting in his capacity as County Judge of Navarro County, Texas, as the act of said county.



  
Notary Public, State of Texas

FIELD NOTES

NAVARRO COUNTY

A. C. LOVE SURVEY

2.237 ACRES

A-490

NAVARRO COUNTY, TEXAS

All that certain lot, tract or parcel of land situated in Navarro County, Texas on the A. C. Love Survey, A-490 and being all of the First, Second and Third tracts conveyed to Samaria Community Development Association by Lexie Colbert and wife Christine Colbert by deed dated July 12, 1985 and recorded in Volume 1058, Page 430 of the Navarro County Deed Records. Said lot, tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/4" x 1" Strap found at the West corner of the First Tract, the Southeast line of a 4.849 acre tract (ownership unknown) and the North corner of the Cass Colbert Estate 35.00 acre tract (no deed reference);

THENCE NORTH 56 degrees 16 minutes 04 seconds East 246.83 feet to a 1/2" pipe found in fence at the West corner of the Samaria Baptist Church recorded in Volume 820, Page 566 and in the Southeast line of the Barlow Irvin 42.199 acre tract recorded in Volume 1685, Page 459;

THENCE SOUTH 30 degrees 27 minutes 36 seconds East 361.64 feet to a 1/2" iron rod set at the South corner of the church tract and in the North margin of F. M. Highway 3096 (100' right-of-way);

THENCE SOUTH 44 degrees 09 minutes 08 seconds West 264.17 feet to a cross-tie fence corner found at the South corner of the Third tract, in the North margin of F. M. Highway 3096 and the Northeast line of the Cass Colbert Estate 35.00 acre tract;

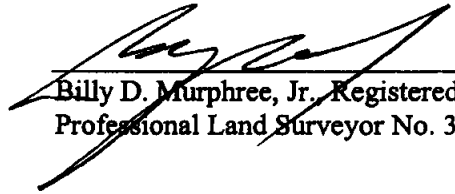
THENCE NORTH 29 degrees 19 minutes 28 seconds West, along fence, 417.73 feet to the place of beginning and containing 2.237 acres of land.



SURVEYOR'S CERTIFICATE

I, Billy D. Murphree, Jr., Registered Professional Land Surveyor No. 3962, do hereby certify that I, at the instance of Dick Martin of Corsicana, Texas, went upon the ground and surveyed the above described tract of land and prepared the above field notes describing the boundaries of same.

WITNESS my hand and seal at Athens, Texas, on this the 21 st day of August, A.D. 2012.

  
Billy D. Murphree, Jr., Registered  
Professional Land Surveyor No. 3962