

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 10th day of December, 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 Commissioner Martin
3. Pledge of Allegiance
4. Public Comments-Marcus Preston, Ralph Townes, Melinda Veldman, & Brad Cook all spoke on courthouse restoration

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 December 3rd, 2012
6. Motion to approve and pay bills as submitted by the County Auditor
7. Motion to approve the minutes of the November 1, 2012 Planning and Zoning meeting
TO WIT PG 1111
8. Motion to approve replat in Sweetwater Ranch Phase II, Lots 82 & 83 for Gary Frank
9. Motion to approve replat in South Point lots 77 & 78 for Thomas Caron
10. Motion to approve budget adjustment to move \$5,307.70 from 101-410-445, Courthouse Repairs and Maintenance, to 101-410-446, Courthouse Restoration, to pay architectural fees to redraw courthouse plans
11. Motion of budget adjustment to move \$3,450 from 101-410-445, Courthouse Repairs and Maintenance, to 101-406-495, Nondepartmental Miscellaneous, to pay engineer's invoice for installation of a monitor at the site of the old hospital tank

REGULAR AGENDA

12. Motion to reinstate burn ban for 30 days and at the discretion of the Judge by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
13. Motion to approve Tax Report for October and November 2012, Russell Hudson By Comm. Herrington sec by Comm. Martin **TO WIT PG 1112-1117**
All voted aye motion carried
14. Motion to approve Treasurer's Report for October 12, 2012 by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1118-1119**
15. Presentation to Commissioner's Court and Sheriff Les Cotton for supporting Child Advocates for 10 years
16. Presentation to Commissioner Kit Herrington from Alex Smith with the North Texas Behavioral Health Authority
17. Motion to approve Commissioner's to strike off property to the City of Corsicana by Comm. Martin sec by Comm. Olsen **TO WIT PG 1120-1129**
All voted aye motion carried
18. Motion to approve extended Warranty for Computer System out of Technology Fund for Justice of the Peace Offices by Comm. Olsen sec by Comm. Warren
All voted aye motion carried
19. Motion to approve Report of Eminent Domain Authority by Judge Davenport sec by Comm. Warren **TO WIT PG 1130**
All voted aye motion carried
20. Motion to approve Sheriff's office to accept fee from Towed Vehicles when up for sale by Comm. Martin sec by Comm. Warren
All voted aye motion carried
21. Motion to approve Agreement with Fresenius Medical Care to provide Dialysis for an inmate by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 1131-1135**

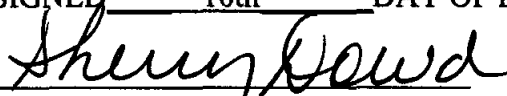
22. Motion to approve County Auditor's August 2012 monthly financial reports pursuant to LGC Sec 114.024 by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1136-1138A**
23. Motion to approve County Auditor's September 2012 monthly financial reports pursuant to LGC Sec 114.024 by Comm. Martin sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1139-1142**
24. Motion approve auditor's report on the examination of the Tax Assessor/Collector's office by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1143-1146**
25. Motion to approve Individual Wireless Service Addendum for the Victim Assistance Coordinator (cell phone) by Comm. Herrington Sec by Comm. Martin
All voted aye motion carried **TO WIT PG 1147-1149**
26. Motion to approve Notice of Grant and Agreement Award and prepayment of \$5,000 to US Department of Agricultural for flood control by Comm. Warren sec by Comm. Martin
All voted aye motion carried **TO WIT PG 1150-1151**
27. Motion to approve selecting the Financial Advisor for the Courthouse Restoration Project Estrada · Hinojosa by Comm. Warren sec by Judge Davenport
All voted aye motion carried

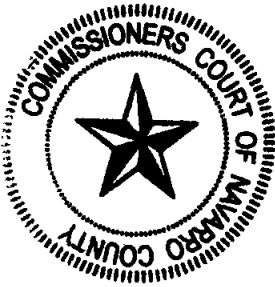
Item 29 taken up at this time

28. Motion to approve the Architect's Agreement for the Courthouse Restoration Project by Comm. Martin sec by Comm. Warren **TO WIT PG 1152-1175**
All voted aye motion carried
29. Motion to approve to go forward with funding for the Courthouse Restoration Project with the Texas Historical Commission by Judge Davenport sec by Comm. Warren
All voted aye motion carried **TO WIT PG 1176-1191**
30. 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 DECEMBER 10th 2012.

SIGNED 10th DAY OF DECEMBER 2012.


SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director

Osha Joles - Addressing

Stanley Young - Environmental Services

Robert Gray - Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

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PLANNING AND ZONING COMMISSION MINUTES

November 1st, 2012

5:00 P.M.

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

Chairman Jacobson – present

Scott Watkins – present

Carroll Sigman – absent

Vicki Farmer – present

Dennis Bancroft – absent

Charles Irvine – present

Kim Newsome – absent

Vice Chairman Moe – absent

Conrad Newton – present

Wayne McGuire - absent

Jeff Smith - absent

Dolores Baldwin – absent

Caleb Jackson – present

Stuart Schoppert - present

Item #2 on the agenda was consideration of the minutes of the October 4th, 2012 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item #3 on the agenda was consideration of a replat in Rustling Oaks Section 1 Block A lots # 23 & 24 for Marvin Clack. Motion to approve by Commissioner Schoppert, second by Commissioner Irvine, all voted aye.

Item #4 on the agenda was consideration of a replat in Rustling Oaks Section 1 Block A lots # 15, 16 & 17 for Larry Travis. Motion to approve by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item #5 on the agenda was consideration of a specific use permit for a used manufactured home in S & W Ranch Lot #8 for Lewis & Angela Dillon. The manufactured home is a 1992 model. Motion to approve contingent upon the home not being used as rental property by Commissioner Irvine, second by Commissioner Watkins, all voted aye.

Adjourn.

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FILED FOR RECORD
AT 4.00 O'CLOCK P M.

DEC 05 2012

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

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

TOTAL PAGES INCLUDING COVER SHEET 6

#13

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

113

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENTITION PENALTY CAD % | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|--------------------------|--------------|----------|--------------------|--------------|----------------|-------------------------|---------------|---------------------|---------------------|
| NAVARRO COUNTY | | | | | | | | | LEVY |
| CURRENT | 1,989,883.42 | | 22.52 | 1,989,905.94 | | 58.31 | 1,989,847.63 | | 17,003,685.46 |
| DELINQUENT | 32,456.79 | | 9,498.18 | 41,954.97 | | 0.05 | 41,954.92 | 8,102.71 | % |
| TOTAL | 2,022,340.21 | - | 9,520.70 | 2,031,860.91 | - | 58.36 | 2,031,802.55 | 8,102.71 | 11.70% |
| NAVARRO COLLEGE | | | | | | | | | LEVY |
| CURRENT | 388,818.43 | | | 388,818.43 | | 11.07 | 388,807.36 | | 3,308,729.79 |
| DELINQUENT | 6,288.16 | | 1,929.41 | 8,217.57 | | 0.01 | 8,217.56 | 1,585.23 | % |
| TOTAL | 395,106.59 | - | 1,929.41 | 397,036.00 | - | 11.08 | 397,024.92 | 1,585.23 | 11.75% |
| CITY OF RICE | | | | | | | | | LEVY |
| CURRENT | 14,821.77 | - | | 14,821.77 | 74.04 | 0.30 | 14,747.43 | | 141,532.60 |
| DELINQUENT | 975.84 | | 316.65 | 1,292.49 | 84.07 | | 1,208.42 | 258.50 | % |
| TOTAL | 15,797.61 | - | 316.65 | 16,114.26 | 158.11 | 0.30 | 15,955.85 | 258.50 | 10.47% |
| CITY OF KERENS | | | | | | | | | LEVY |
| CURRENT | 26,272.37 | 575.14 | | 25,697.23 | | 1.96 | 25,695.27 | | 260,001.90 |
| DELINQUENT | 116.47 | - | 33.87 | 150.34 | | | 150.34 | 30.07 | % |
| TOTAL | 26,388.84 | 575.14 | 33.87 | 25,847.57 | - | 1.96 | 25,845.61 | 30.07 | 10.10% |
| CITY OF CORSICANA | | | | | | | | | LEVY |
| CURRENT | 563,154.59 | - | | 563,154.59 | | 20.75 | 563,133.84 | | 7,868,390.26 |
| DELINQUENT | 9,942.52 | - | 3,895.66 | 13,838.18 | | 0.05 | 13,838.13 | 2,716.40 | % |
| TOTAL | 573,097.11 | - | 3,895.66 | 576,992.77 | - | 20.80 | 576,971.97 | 2,716.40 | 7.16% |

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

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENTITION PENALTY | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|-------------------------|-----------|----------|--------------------|-----------|----------------|-------------------|---------------|---------------------|---------------------|
| CITY OF BARRY | | | | | | | | | LEVY |
| CURRENT | 2,005.57 | | | 2,005.57 | | | 2,005.57 | | 18,486.02 |
| DELINQUENT | 36.90 | | 10.04 | 46.94 | | | 46.94 | 9.39 | % |
| TOTAL | 2,042.47 | - | 10.04 | 2,052.51 | - | 0 | 2,052.51 | 9.39 | 10.85% |
| CITY OF EMHOUSE | | | | | | | | | LEVY |
| CURRENT | 922.71 | - | | 922.71 | | | 922.71 | | 8,389.34 |
| DELINQUENT | 11.12 | | 2.44 | 13.56 | | | 13.56 | | % |
| TOTAL | 933.83 | - | 2.44 | 936.27 | - | 0 | 936.27 | - | 11.00% |
| CITY OF RICHLAND | | | | | | | | | LEVY |
| CURRENT | 871.62 | - | | 871.62 | | | 871.62 | | 17,564.22 |
| DELINQUENT | 12.89 | | 2.85 | 15.74 | | | 15.74 | 3.15 | % |
| TOTAL | 884.51 | - | 2.85 | 887.36 | - | 0 | 887.36 | 3.15 | 4.96% |
| CITY OF GOODLOW | | | | | | | | | LEVY |
| CURRENT | 214.90 | - | | 214.90 | 1.09 | | 213.81 | | 3,983.59 |
| DELINQUENT | | | | - | | | - | | % |
| TOTAL | 214.90 | - | - | 214.90 | 1.09 | 0 | 213.81 | - | 5.39% |
| CITY OF FROST | | | | | | | | | LEVY |
| CURRENT | 9,097.61 | 200.10 | | 8,897.51 | 44.47 | 0.03 | 8,853.01 | | 83,032.40 |
| DELINQUENT | 548.97 | | 153.22 | 702.19 | 41.04 | | 661.15 | 140.43 | % |
| TOTAL | 9,646.58 | 200.10 | 153.22 | 9,599.70 | 85.51 | 0.03 | 9,514.16 | 140.43 | 10.96% |
| CITY OF DAWSON | | | | | | | | | LEVY |
| CURRENT | 11,125.81 | | | 11,125.81 | | | 11,125.81 | | 71,250.33 |
| DELINQUENT | 1,501.10 | | 369.72 | 1,870.82 | | | 1,870.82 | 319.05 | % |
| TOTAL | 12,626.91 | - | 369.72 | 12,996.63 | - | 0 | 12,996.63 | 319.05 | 15.62% |

TOTAL TAX REPORT -NOVEMBER 2012
Prepared by Gail Smith
Navarro County Tax Office

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

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | RENTITION PENALTY | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|------------------------------|------------|----------|--------------------|------------|----------------|-------------------|---------------|---------------------|---------------------|
| CITY-BLOOMING GROVE | | | | | | | | | LEVY |
| CURRENT | 10,908.50 | | | 10,908.50 | | | 10,908.50 | | 100,911.55 |
| DELINQUENT | 295.76 | | 104.07 | 399.83 | | | 399.83 | 67.15 | % |
| TOTAL | 11,204.26 | - | 104.07 | 11,308.33 | - | 0.00 | 11,308.33 | 67.15 | 10.81% |
| NAVARRO COUNTY ESD #1 | | | | | | | | | LEVY |
| CURRENT | 25,814.08 | - | | 25,814.08 | 128.39 | 2.69 | 25,683.00 | | 130,418.96 |
| DELINQUENT | 304.16 | | 73.98 | 378.14 | 20.02 | | 358.12 | 75.64 | % |
| TOTAL | 26,118.24 | - | 73.98 | 26,192.22 | 148.41 | 2.69 | 26,041.12 | 75.64 | 19.79% |
| BLOOMING GROVE ISD | | | | | | | | | LEVY |
| CURRENT | 163,122.34 | | | 163,122.34 | | | 163,122.34 | | 1,491,971.14 |
| DELINQUENT | 2,873.80 | | 810.00 | 3,683.80 | | | 3,683.80 | 721.70 | % |
| TOTAL | 165,996.14 | - | 810.00 | 166,806.14 | - | 0 | 166,806.14 | 721.70 | 10.93% |
| DAWSON ISD | | | | | | | | | LEVY |
| CURRENT | 362,165.36 | | | 362,165.36 | | | 362,165.36 | | 1,512,890.22 |
| DELINQUENT | 8,491.55 | | 2,021.96 | 10,513.51 | | | 10,513.51 | 1,937.52 | % |
| TOTAL | 370,656.91 | - | 2,021.96 | 372,678.87 | - | 0 | 372,678.87 | 1,937.52 | 23.94% |
| RICE ISD | | | | | | | | | LEVY |
| CURRENT | 389,464.89 | | | 389,464.89 | | 0.86 | 389,464.03 | | 1,526,208.22 |
| DELINQUENT | 5,746.98 | | 1,839.36 | 7,586.34 | | | 7,586.34 | 1,514.82 | % |
| TOTAL | 395,211.87 | - | 1,839.36 | 397,051.23 | - | 0.86 | 397,050.37 | 1,514.82 | 25.52% |

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

| NAVARRO COUNTY, TEXAS | | | | | | | | | |
|-----------------------|---------------------|---------------|------------------|---------------------|---------------|---------------|---------------------|------------------|------------------------|
| CORSICANA ISD | | | | | | | | | LEVY |
| CURRENT | 1,399,148.28 | | | 1,399,148.28 | | 42.54 | 1,399,105.74 | | 17,689,058.27 |
| DELINQUENT | 27,553.03 | | 10,131.24 | 37,684.27 | | 0.10 | 37,684.17 | 7,405.59 | % |
| TOTAL | 1,426,701.31 | - | 10,131.24 | 1,436,832.55 | - | 42.64 | 1,436,789.91 | 7,405.59 | 7.91% |
| FROST ISD | | | | | | | | | \$ 1,089,457.65 |
| CURRENT | 162,429.65 | | | 162,429.65 | | | 162,429.65 | | % |
| DELINQUENT | 3,925.20 | | 909.98 | 4,835.18 | | | 4,835.18 | 828.03 | 14.77% |
| TOTAL | 166,354.85 | | 909.98 | 167,264.83 | | | 167,264.83 | 828.03 | |
| GRAND TOTAL | 5,621,323.14 | 775.24 | 32,125.15 | 5,652,673.05 | 393.12 | 138.72 | 5,652,141.21 | 25,715.38 | |

**COLLECTIONS FOR FROST ISD BEGAN 7/1/2012

| | | PERCENTAGE OF CURRENT COLLECTED | |
|------------------|-----------------------------|--|---------------|
| TOTAL COLLECTED | <u>5,678,331.80</u> | COUNTY | <u>23.90%</u> |
| ROLLBACK TAXES | <u> </u> | COLLEGE | <u>24.23%</u> |
| TAX CERTIFICATES | <u>790.00</u> | RICE | <u>29.65%</u> |
| HOT CK FEES | <u> </u> | KERENS | <u>42.47%</u> |
| | | CORSICANA | <u>17.51%</u> |
| | | BARRY | <u>30.10%</u> |
| | | EMHOUSE | <u>22.12%</u> |
| | | RICHLAND | <u>21.02%</u> |
| | | GOODLOW | <u>43.76%</u> |
| | | CITY - FROST | <u>39.76%</u> |
| | | CITY DAWSON | <u>29.47%</u> |
| | | CITY-BL GROVE | <u>32.91%</u> |
| | | NC ESD #1 | <u>35.35%</u> |
| | | B G ISD | <u>26.76%</u> |
| | | DAWSON ISD | <u>33.48%</u> |
| | | RICE ISD | <u>37.31%</u> |
| | | CORSICANA ISD | <u>18.54%</u> |
| | | FROST ISD | <u>25.35%</u> |

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

| | TAXES | PENALTY & INTEREST | SUBTOTAL | RENDITION PENALTY CAD % | NET TAXES DUE | MEMO ONLY ATTORNEY FEES |
|-------------------------|---------------------|-----------------------|---------------------|-------------------------------|---------------------|-------------------------------|
| CURRENT TAXES | | | | | | |
| COUNTY | 1,624,121.08 | 22.52 | 1,624,143.60 | 47.53 | 1,624,096.07 | |
| ROAD & BRIDGE | 337,384.33 | | 337,384.33 | 9.98 | 337,374.35 | |
| FLOOD CONTROL | 28,378.01 | | 28,378.01 | 0.80 | 28,377.21 | |
| TOTAL | 1,989,883.42 | 22.52 | 1,989,905.94 | 58.31 | 1,989,847.63 | - |
| DELINQUENT TAXES | | | | | | |
| COUNTY | 26,754.75 | 7,870.54 | 34,625.29 | 0.04 | 34,625.25 | 6,688.12 |
| STATE | - | - | - | - | - | - |
| ROAD & BRIDGE | 5,264.68 | 1,502.99 | 6,767.67 | 0.01 | 6,767.66 | 1,306.35 |
| FLOOD CONTROL | 437.36 | 124.65 | 562.01 | | 562.01 | 108.24 |
| TOTAL | 32,456.79 | 9,498.18 | 41,954.97 | 0.05 | 41,954.92 | 8,102.71 |
| TOTAL ALLOCATION | | | | | | |
| COUNTY | 1,650,875.83 | 7,893.06 | 1,658,768.89 | 47.57 | 1,658,721.32 | 6,688.12 |
| STATE | | - | | - | | - |
| ROAD & BRIDGE | 342,649.01 | 1,502.99 | 344,152.00 | 9.99 | 344,142.01 | 1,306.35 |
| FLOOD CONTROL | 28,815.37 | 124.65 | 28,940.02 | 0.80 | 28,939.22 | 108.24 |
| TOTAL | 2,022,340.21 | 9,520.70 | 2,031,860.91 | 58.36 | 2,031,802.55 | 8,102.71 |

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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#14

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AFFIDAVIT SUBMITTED BY
 Frank Hull
 NAVARRO COUNTY TREASURER

STATE OF TEXAS
 COUNTY OF NAVARRO
 October 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 December 10, 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

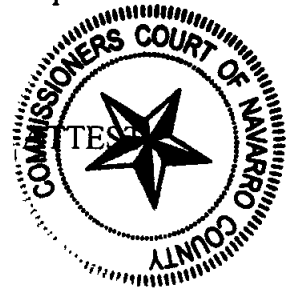
 Kit Herrington - Commissioner Pct 1

 Richard Martin - Commissioner Pct 2

 David Warren - Commissioner Pct 3

 James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 10 th day of December, 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.

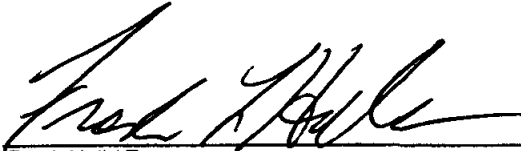


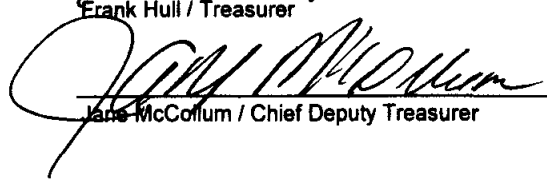
 Sherry Dowd - Navarro County Clerk

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

| FUND | BEGINNING BALANCE | RECEIPTS | DISBURSEMENT | ENDING BALANCE | BANK INTEREST | TEX POOL INTEREST | TOTAL |
|-----------------------|---------------------|---------------------|---------------------|---------------------|-----------------|-------------------|---------------------|
| GENERAL | 3,034,586.64 | 856,118.87 | 2,135,079.39 | 1,755,626.12 | 1,894.41 | 130.28 | 2,578,594.85 |
| COMMUNITY SUPERVISION | 352,713.76 | 68,861.79 | 88,630.73 | 332,944.82 | 224.15 | 14.46 | 424,029.37 |
| JUVENILE PROBATION | 79,279.67 | 48,341.32 | 71,030.85 | 56,590.14 | 41.07 | 7.00 | 107,355.55 |
| FLOOD CONTROL | 622,756.65 | 1,162.72 | 19,600.00 | 604,319.37 | 392.19 | 0.31 | 606,434.46 |
| ROAD & BRIDGE - PCT 1 | 165,527.52 | 35,498.77 | 67,275.53 | 133,750.76 | 109.50 | 13.83 | 221,111.15 |
| ROAD & BRIDGE - PCT 2 | 243,588.73 | 37,600.91 | 76,622.60 | 204,567.04 | 109.52 | 27.75 | 379,982.67 |
| ROAD & BRIDGE - PCT 3 | 89,557.82 | 35,027.00 | 63,668.00 | 60,916.62 | 109.52 | 18.94 | 180,532.96 |
| ROAD & BRIDGE - PCT 4 | 212,478.43 | 40,026.98 | 79,578.10 | 172,927.31 | 109.52 | 4.90 | 203,887.58 |
| H.I.D.T.A. | 14,396.73 | 209,622.69 | 211,191.13 | 12,828.29 | 13.10 | - | 12,828.29 |
| H.I.D.T.A. SEIZURE | 254.62 | 0.16 | - | 254.78 | 0.16 | 0.31 | 1,918.73 |
| DEBT SERVICE | 87,121.79 | 1,879.63 | - | 89,001.42 | 55.83 | 0.31 | 91,138.63 |
| CAPITAL PROJECTS | 253,203.97 | 160.85 | - | 253,364.82 | 160.85 | 16.64 | 358,238.08 |
| SHERIFF SEIZURE | 292,184.16 | 790.73 | 2,294.60 | 290,680.29 | 185.23 | 23.39 | 438,604.68 |
| DISTRICT ATTY FORF | 20,219.97 | 1,973.32 | 1,407.87 | 20,785.42 | 12.52 | 17.41 | 130,805.32 |
| HEALTH INSURANCE | 205,887.98 | 222,923.26 | 209,327.15 | 219,484.09 | 134.23 | 1.85 | 231,199.99 |
| ECONOMIC DEVELOPMENT | 210.27 | 0.13 | - | 210.40 | 0.13 | 0.31 | 2,317.31 |
| TRUST | 1,625,285.83 | 56,661.82 | 100,203.00 | 1,581,744.65 | 1,066.72 | 40.68 | 1,838,552.36 |
| LAKE TRUST | 229.34 | 0.15 | - | 229.49 | 0.15 | 14.76 | 93,488.33 |
| REVOLVING & CLEARING | 676,994.76 | 99,127.17 | 57,067.88 | 719,054.05 | 455.16 | - | 719,804.07 |
| PAYROLL FUND | 5,185.51 | 906,770.22 | 906,160.37 | 5,795.36 | 43.87 | - | 5,795.36 |
| DISBURSEMENT FUND | (677.13) | 2,458,264.11 | 2,457,100.12 | 486.86 | - | - | 486.86 |
| TOTAL | 7,980,986.82 | 5,080,812.60 | 6,546,237.32 | 6,515,562.10 | 4,917.32 | 334.16 | 8,627,106.60 |

| INTEREST EARNED: | CURRENT MONTH | YTD |
|------------------|---------------|----------|
| | 5,251.48 | 5,251.48 |


 Frank Hull / Treasurer 11/16/12
 Date


 Jane McConum / Chief Deputy Treasurer 11/9/12
 Date

#17

1120



CITY OF CORSICANA, TEXAS

November 27, 2012

County Commissioners
300 West 3rd Avenue
Corsicana, Texas 75110

RE: Parcel Number 25500 on Hardy Avenue

Dear Commissioners:

The City of Corsicana City Council has agreed on a desire to improve the appearance of the City. There is a parcel of property located on Hardy Avenue that has been identified as an opportunity for improvement. The City has solicited bids to remove the trees and clean the property. The cost will be \$6,000. Before the City invests that amount, the Council is requesting the two other taxing entities to strike the property off to the City of Corsicana. The long term plan is to also invest in a welcome sign to improve the appeal of the area. Included with this letter are exhibits to show the subject property and pictures to document the need for attention. The appraised value of the property is \$8,890.

I am requesting this item to be placed on the agenda on December 10 for consideration. If you have any questions, please contact me or Connie Standridge at (903) 654-4803.

Sincerely,

Chuck McClanahan
Mayor

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date: December 20, 2012

Grantor: Navarro County

Grantor's Mailing Address: 300 W. 3rd Avenue, Corsicana, Navarro County, TX 75110

Grantee: City of Corsicana, a Texas municipal corporation

Grantee's Mailing Address: 200 N. 12th Street, Corsicana, Navarro County, TX 75110

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

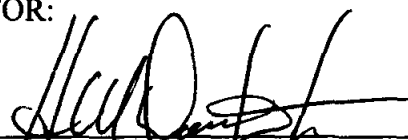
Property (including any improvements): All that certain lot, tract or parcel of land being situated in the City of Corsicana, Navarro County, Texas, being all of City Block 1040, the same property described in deed as 0.74 acre from Bessie Whitfield et al to Office Mart, Inc., in Vol. 831, Pg. 91, Deed Records of Navarro County, Texas. Said property is shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty: Easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property

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 will 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.

GRANTOR:



H. M. Davenport, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF NAVARRO)

This instrument was acknowledged before me on Dec 20, 2012, by
H. M. Davenport, Jr., County Judge.

Sherry Dowd County Clerk
Notary Public, State of Texas
County Clerk

AFTER RECORDING, RETURN TO:

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



1122 A

EXHIBIT "A"

ASSESSOR'S BLOCK BOOK

1040

Block 3

Additon or Subdivision

Split into

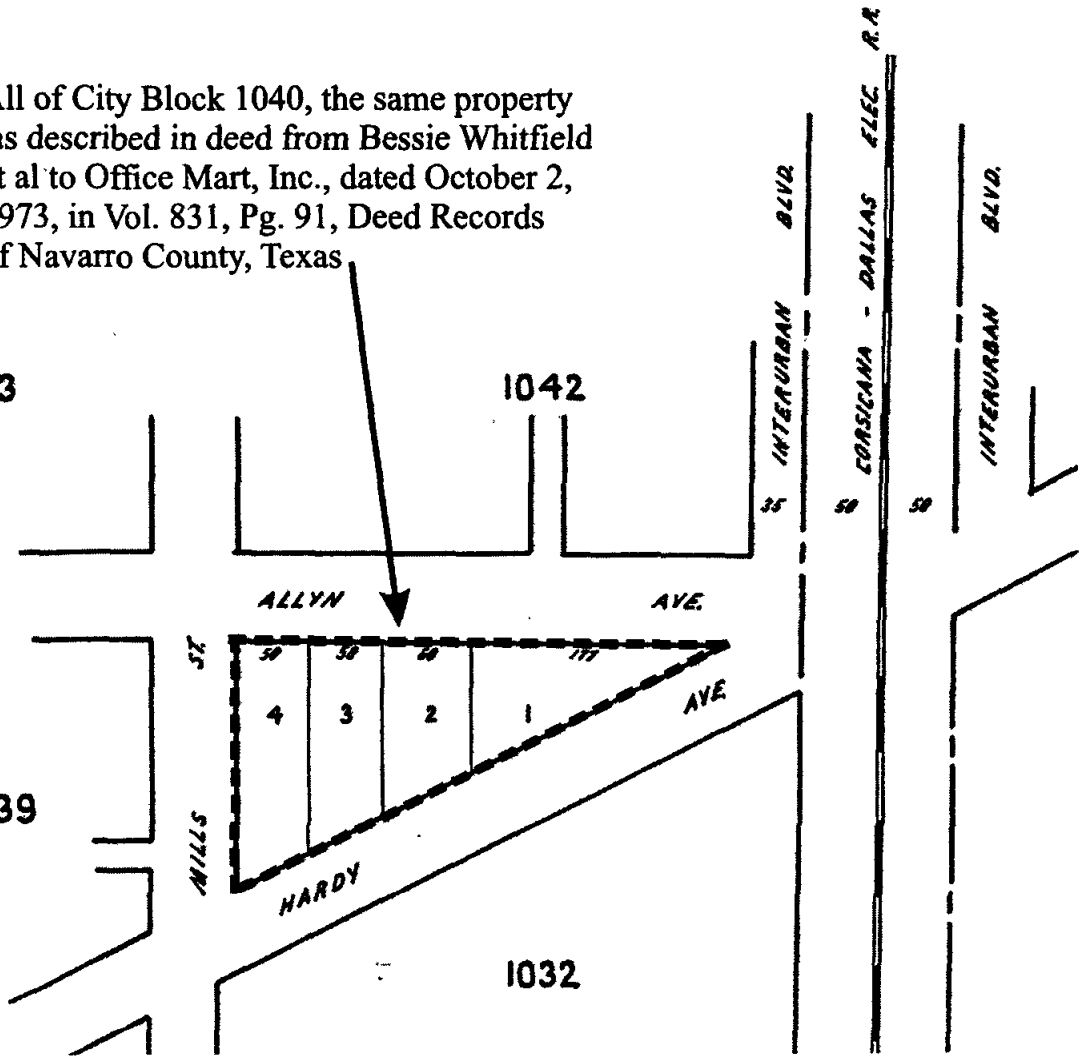
All of City Block 1040, the same property as described in deed from Bessie Whitfield et al to Office Mart, Inc., dated October 2, 1973, in Vol. 831, Pg. 91, Deed Records of Navarro County, Texas

1043

1042

1039

1032



417

1123



CITY OF CORSICANA, TEXAS

November 27, 2012

County Commissioners
300 West 3rd
Corsicana, Texas 75110

RE: Parcel Numbers 30579, 52746, 30578 on 12th Avenue

Dear Commissioners:

The City of Corsicana Service Center located on South 12th Street is in need of expansion. The long term plan is to connect the existing service center to the property located south of 13th Avenue, also known as the "old ice house" property. Three parcels have been identified as necessary to facilitate the expansion of the service center operations to the south. These three parcels would allow access to the south property by crossing 12th Avenue instead of placing equipment on the street. The project will also allow the City to improve the appearance from 12th Street and dedicate property to the Animal Shelter for a proposed project. The Council is requesting the County to strike parcels 30578, 52746, and 30579 off to the City of Corsicana. The appraised value of parcel 30578 is \$3,100. The appraised value of parcel 52746 is \$1,070. The appraised value of parcel 30579 is \$1,070. The total of the three parcels is \$5,240. Included with this letter is an exhibit to show the subject properties which are outlined in red.

I am requesting this item be placed on the agenda on December 10 for consideration. If you have any questions, please contact me or Connie Standridge at (903) 654-4803.

Sincerely,

Chuck McClanahan
Mayor

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date: December 13, 2012

Grantor: Navarro County

Grantor's Mailing Address: 300 W. 3rd Avenue, Corsicana, Navarro County, TX 75110

Grantee: City of Corsicana, a Texas municipal corporation

Grantee's Mailing Address: 200 N. 12th Street, Corsicana, Navarro County, TX 75110

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

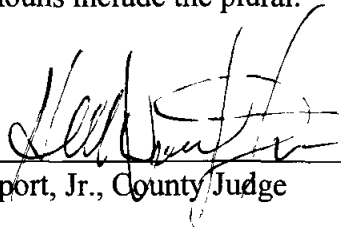
Property (including any improvements): All that certain lot, tract or parcel of land being situated in the City of Corsicana, Navarro County, Texas, in City Block 306, being Lot 5-A as shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty: Easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property

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 will 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.

GRANTOR:



H. M. Davenport, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF NAVARRO)

This instrument was acknowledged before me on Dec 13, 2012, by
H. M. Davenport, Jr., County Judge.

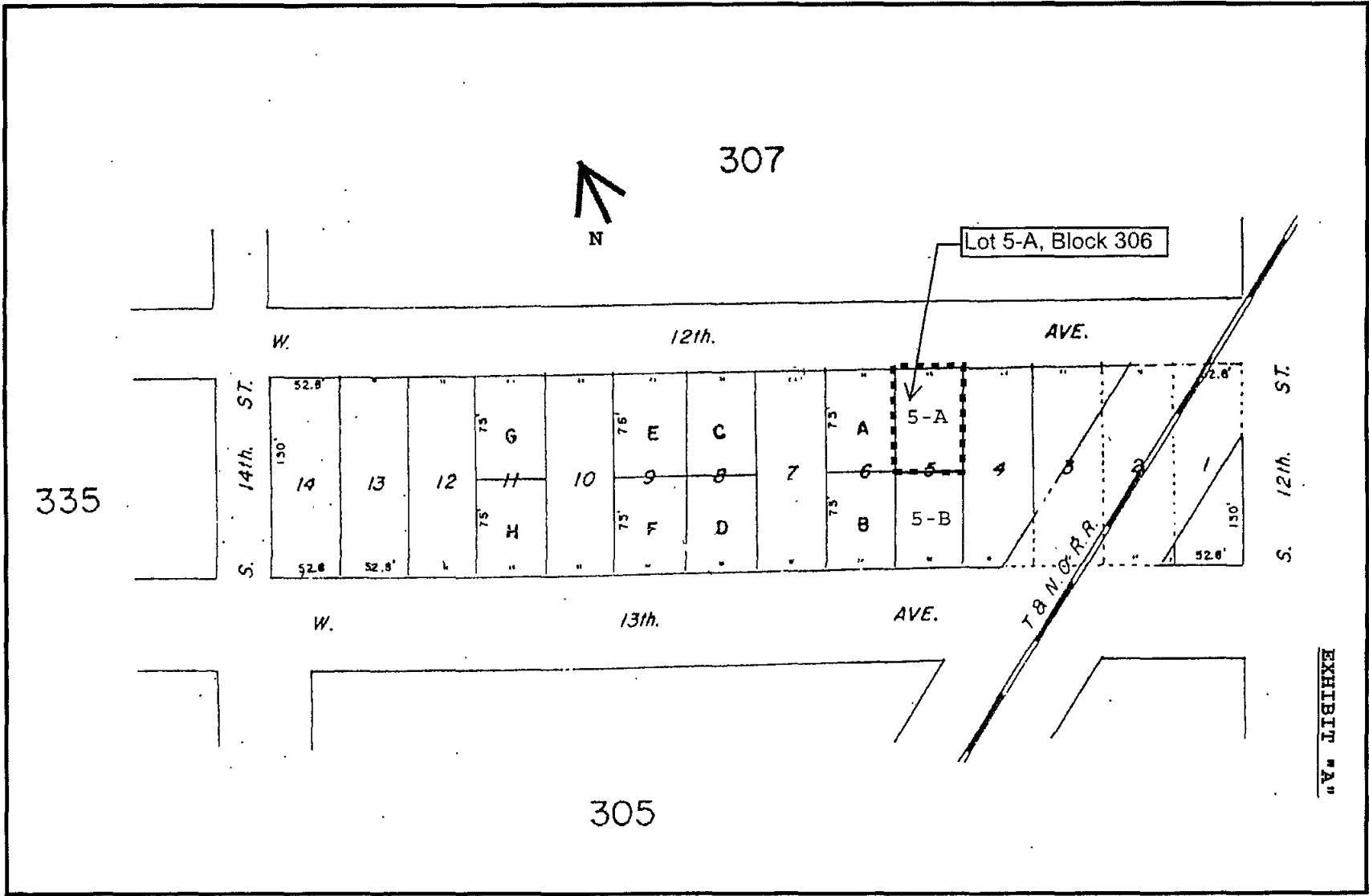
Sherry Dowd County Clerk

Notary Public, State of Texas
Clerk of the Court

AFTER RECORDING, RETURN TO:

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





1125

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date: December 13, 2012

Grantor: Navarro County

Grantor's Mailing Address: 300 W. 3rd Avenue, Corsicana, Navarro County, TX 75110

Grantee: City of Corsicana, a Texas municipal corporation

Grantee's Mailing Address: 200 N. 12th Street, Corsicana, Navarro County, TX 75110

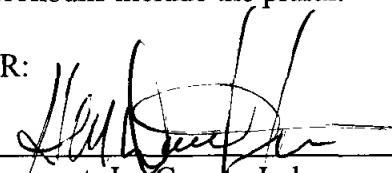
Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): All that certain lot, tract or parcel of land being situated in the City of Corsicana, Navarro County, Texas, in City Block 306, being Lot 5-B as shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty: Easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property

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 will 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.

GRANTOR:


H. M. Davenport, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF NAVARRO)

This instrument was acknowledged before me on Dec 13, 2012, by
H. M. Davenport, Jr., County Judge.

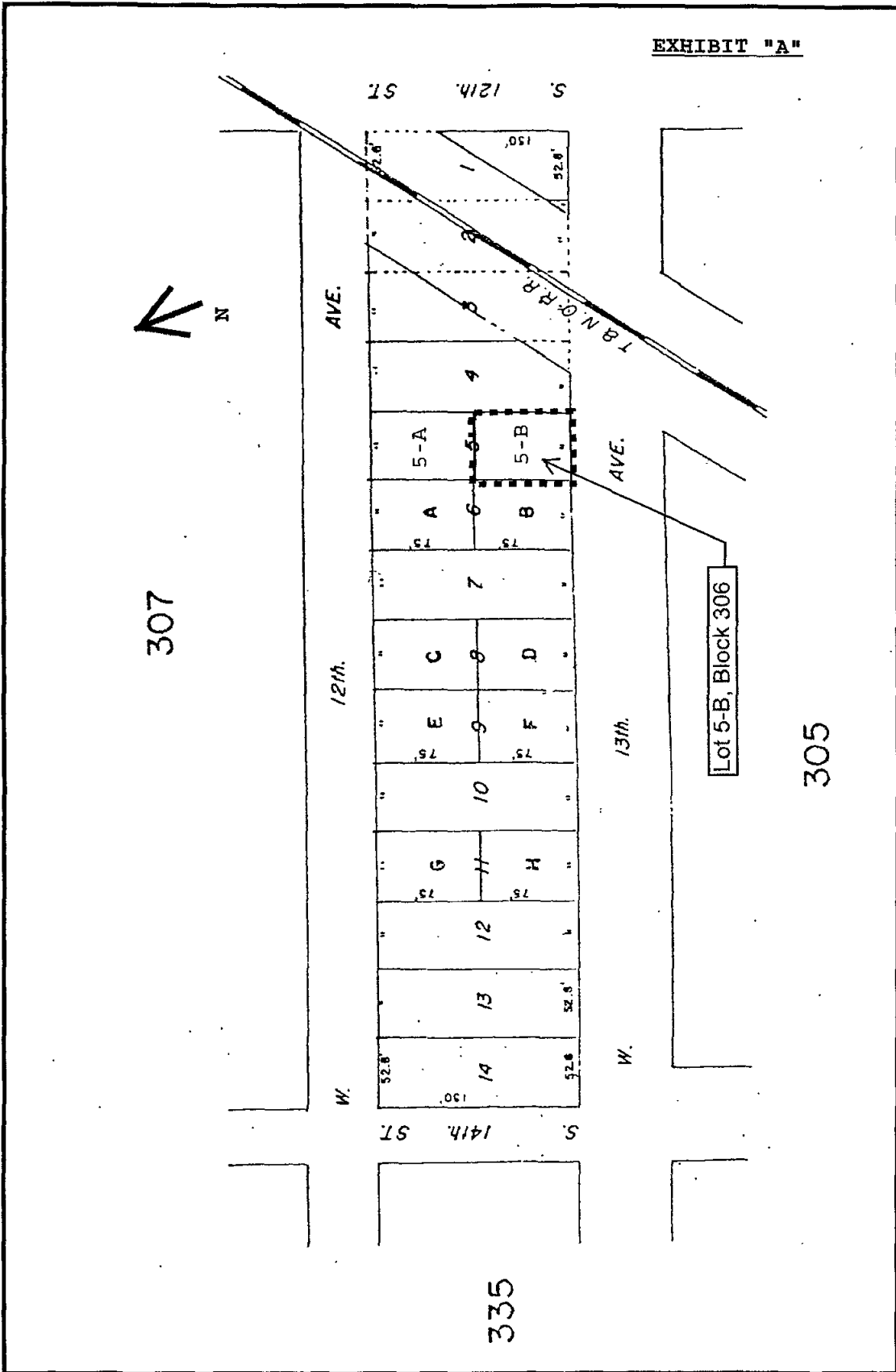
Sherry Dowd County Clerk
Notary Public, State of Texas
Clerk of the Court

AFTER RECORDING, RETURN TO:

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



EXHIBIT "A"



307

335

305

Lot 5-B, Block 306

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date: December 13, 2012

Grantor: Navarro County

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Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

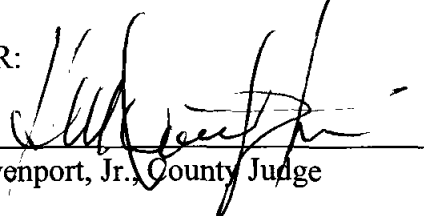
Property (including any improvements): All that certain lot, tract or parcel of land being situated in the City of Corsicana, Navarro County, Texas, in City Block 306, being part of Lot 3 and part of Lot 4 as shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty: Easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property

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 will 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.

GRANTOR:



H. M. Davenport, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS)

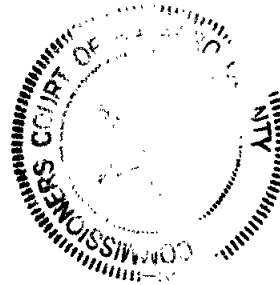
COUNTY OF NAVARRO)

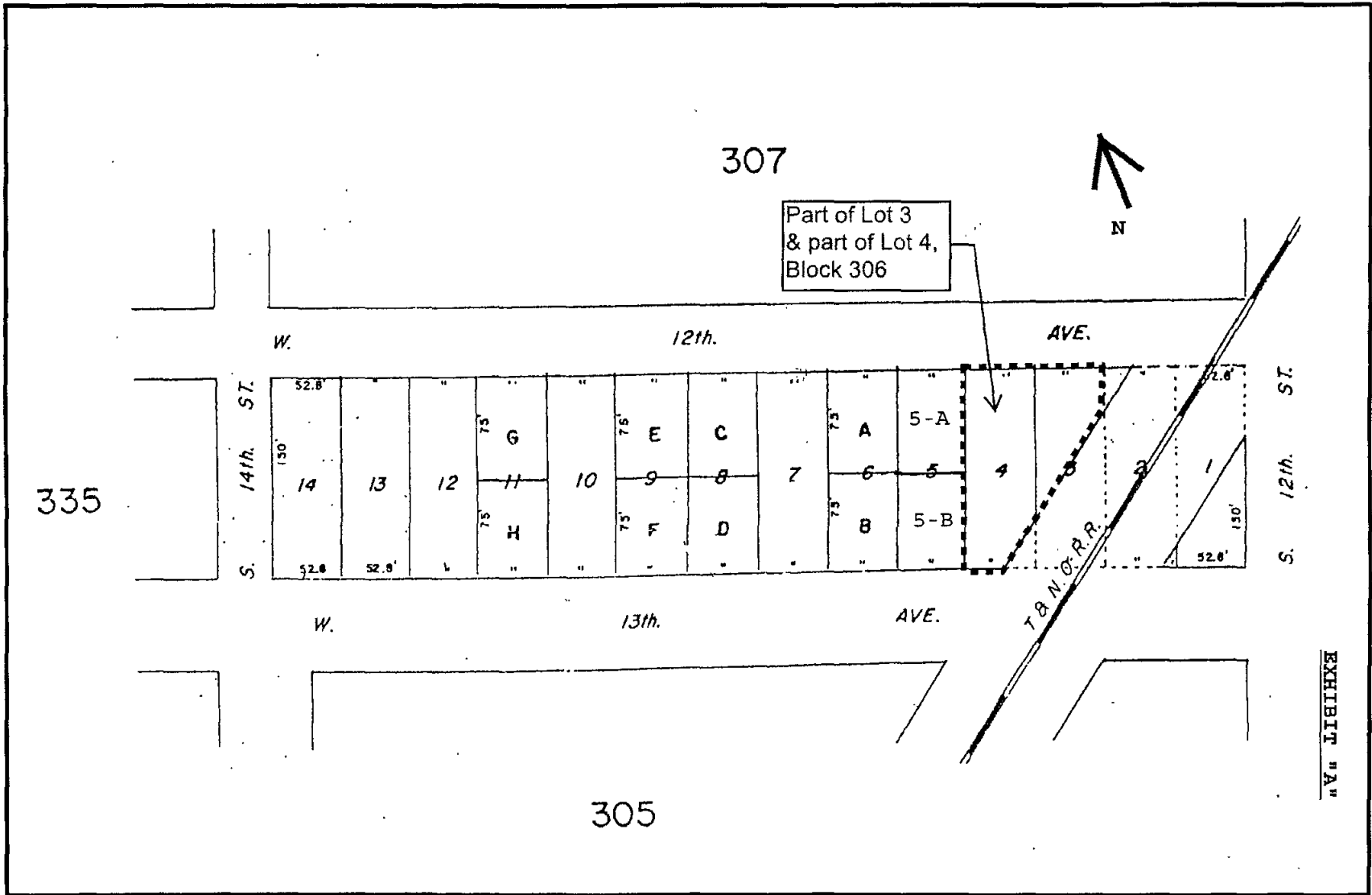
This instrument was acknowledged before me on Dec 13, 2012, by
H. M. Davenport, Jr., County Judge.

Sherry Dowse County Clerk
Notary Public, State of Texas
Clerk of the Court

AFTER RECORDING, RETURN TO:

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





1129

11/19

1130

Required Documentation of Eminent Domain Authority in Texas

What action must be taken: Per Senate Bill 18 enacted by the 82nd Legislature, all public and private entities authorized to exercise the power of eminent domain in Texas are required to submit a letter to the Comptroller of Public Accounts detailing their legal authority to exercise this power. The letter must be sent by certified, return receipt mail not later than December 31, 2012. (Per the bill, the authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the letter has been submitted by the deadline.)

About this form: This form is designed to guide entities in submitting the required information on eminent domain authority. Once the fields have been completed, the form can be printed and mailed via certified, return receipt to the address provided to meet the requirements of the bill.

Entity Information

1. Full, legal name of entity: NAVARRO COUNTY
2. Alternate name of entity (if any): _____
3. Primary address: Street or P.O. Box 300 WEST THIRD AVENUE, SUITE 102
City, State, Zip Code CORSICANA, TEXAS 75110
4. Primary phone number (with area code): 903/654-3025
5. Entity contact: First name H.M. Last name DAVENPORT, JR.
Phone number (with area code): 903/654-3025 E-mail address: hdavenport@navarrocounty.org
6. Alternate contact: First name JAMES Last name OLSEN
Phone number (with area code): 903/654-3030 E-mail address: jolsen@navarrocounty.org

Eminent Domain Authority

7. Does your entity have eminent domain authority in Texas? Yes No
8. If "yes" to question 7, please identify all of the applicable provisions of state law that grant eminent domain authority to this entity. Please cite as Title of Code or Article, Section Number/Name (for example, Texas Government Code, Section 43.136 or Article 7849, Auxiliary Water Laws).

ALL ATTACHED CODES AND REFERENCES AS ALLOWED BY THE STATE OF TEXAS

9. Please indicate the first year in which this entity exercised eminent domain authority (if known): _____

DISCLAIMER: Chapter 2206, Subchapter C, Government Code (as added by Senate Bill 18, 82nd Regular Session) requires the Comptroller of Public Account to collect information and report to the Legislature all entities in the state of Texas that have the authority to exercise the power of eminent domain. Entities that provide information to the Comptroller represent and warrant that the information is accurate and complete to the best of their knowledge. Entities that provide information acknowledge that it is their responsibility to submit a letter by certified mail, return receipt requested to the Comptroller's office, indicating that the Entity is authorized to exercise eminent domain authority and to identify each law that grants such authority. The Entity further acknowledges that the Comptroller's office is not responsible to submit said letter, nor is it responsible for the Entity's failure to submit said letter as required by law, and that such failure may cause the entity's power of eminent domain to expire on September 1, 2013. The Entity also acknowledges that the Comptroller of Public Accounts is a state agency subject to Chapter 552 of the Texas Gov't Code (the "Texas Public Information Act") and court interpretations thereof, and that the information submitted to this office may be subject to disclosure to the public under Section 552.101, et seq., of the Code.

Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address on this form or sb18compliance@cpa.state.tx.us.



By signing, I agree that the information is true and correct.

sign here

Signature

NAVARRO COUNTY JUDGE

Print Name/Title

Date

903/654-3025

Phone (area code and number)

12-11-12



Fresenius Medical Care

FACSIMILE COVER SHEET

To: Mike Cox

Company Name: Navarro County Sheriffs Office

Fax: 903-654-3044 Phone Number: _____

From: Kelly Wood

Fax: (504) 837-3408 Phone Number: (504) 838-8108 ext. 294

Date: 12/5/2012

Total # of pages including this page: 5

Remarks: Letter of agreement

Any future billing questions should be directed to

Shirley M. Villegas Phone 214 259 1169

If approved, please fax me back a fully executed copy.

Thanks

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL TO WHOM, OR ENTITY TO WHICH, IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYER OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS PROHIBITED. IF YOU RECEIVE THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US BY PHONE.

LETTER OF AGREEMENT

This Letter of Agreement ("LOA") is entered into as of 12/4/2012 (the "Effective Date") by and between the Outpatient Dialysis facilities listed on Attachment 1 (hereinafter collectively referred to as "Provider"). Navarro County Sheriff's Office (hereinafter referred to as "Payer").

NOW, THEREFORE, Provider and Payer agree to document in this LOA the general terms of their contractual relationship and agree to abide by the following:

1. **Provision of Covered Services** – Provider will furnish outpatient dialysis and related services as set forth on Exhibit A to this LOA (incorporated herein by reference) at locations listed in Attachment 1 to this LOA (incorporated herein by reference) to Inmates in accordance with authorization requirements and procedures specified and communicated to Provider by Payer. Such services are hereinafter referred to as "Covered Services". Provider will use reasonable efforts to cooperate and comply with all reasonable administrative policies and programs including, but not necessarily limited to, quality management, medical management, and claims administration.
2. **Claims/Member Hold-Harmless** – Provider will submit claims for Covered Services using designated format. Provider will look solely to Payer for payment as set forth on Exhibit A to this LOA for Covered Services provided under this LOA and will accept Payer's payment for such services as payment in full.
3. **Payment for Covered Services** – Payer will pay Provider for Covered Services rendered to Inmates in accordance with Exhibit A to this LOA within thirty (30) days of receipt of a clean claim. All payments not made within thirty (30) days of Payer's receipt of a clean claim will be considered past due, and Payer agrees to pay interest on past due amounts at the rate of the lesser of (a) 1.5% per month or (b) the highest rate allowed under applicable law.
4. **Termination** - This LOA may be terminated by either party at any time and for any or no reason upon thirty (30) days prior written notice to the other party or immediately upon written notice to the other party of a material breach. This LOA automatically terminates upon either party becoming insolvent, having a receiver appointed, making an assignment for the benefit of creditors, filing a petition of bankruptcy or being adjudged a bankrupt.
5. **Amendment** – This LOA, inclusive of all attachments, may be amended only by mutual written agreement of the parties.
6. **Assignment; Waiver** – This LOA may not be assigned by either party without the express written consent of the other party. The waiver of any breach of any term or condition of this LOA shall not be deemed to constitute a waiver of any other term or condition of this LOA. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

SIGNATURE PAGE

Bio-Medical Applications of Texas, Inc
Med Arts Kidney Ctr Corsicana

Navarro County Sheriffs Office

Signature: Kelly Wood

Signature: [Handwritten Signature]

Title: Mar Rev Support
Print or type

Title: County Judge
Print or type

NAME: Kelly Wood
Print or type

NAME: H. M. DAUENPORT, Jr.
Print or type

DATE: 12/5/12

DATE: 12-10-12

LETTER OF AGREEMENT
EXHIBIT A
PAYMENT FOR COVERED SERVICES
Patient: Rico Bradley

SERVICES

RATE

Outpatient Dialysis

100% of current year Medicare Allowable

Guard Services are to be provided by the Jail.

ATTACHMENT 1
PROVIDER LOCATIONS

Location Name:
Med Arts Kidney Ctr Corsicana
1321 W 2nd Ave
Corsicana, TX 75110
Phone (903) 872-7245

Invoices must be faxed to:

Attn: Rachel Howell
Fax (903) 654-3044

#22

Navarro County
August 2012
Financial Report
by Fund

| | Budget | Current Month | YTD |
|------------------------|----------------------|-----------------------|----------------------|
| General Fund: | | | |
| Revenues | | | |
| Property Taxes | 13,050,146.80 | 151,285.14 | 12,851,299.26 |
| Other | 4,945,828.69 | 36,906.83 | 4,380,173.91 |
| Total | 17,995,975.49 | 188,191.97 | 17,231,473.17 |
| Expenditures | | | |
| Commissioner's Court | 83,743.00 | 6,815.40 | 67,270.37 |
| Planning & Dev. | 327,948.00 | 23,318.12 | 284,745.29 |
| County Clerk | 626,728.00 | 37,774.94 | 569,973.21 |
| District Clerk | 424,406.00 | 34,861.48 | 369,271.02 |
| Veterans' Service | 20,481.00 | 1,551.90 | 18,155.16 |
| Non Departmental | 2,239,047.09 | 164,551.78 | 1,790,625.26 |
| Information Systems | 91,571.00 | 7,355.48 | 71,383.83 |
| HAVA | 10,000.00 | 0.00 | 45,871.43 |
| Elections | 222,077.00 | 17,691.19 | 198,303.51 |
| Courthouse | 731,547.88 | 28,669.09 | 631,008.38 |
| Extension | 210,493.00 | 15,883.96 | 191,892.57 |
| Historical Commission | 9,800.00 | 158.52 | 5,844.47 |
| County Judge | 261,203.00 | 17,439.50 | 207,028.46 |
| County Court-at-law | 356,250.00 | 46,745.61 | 311,025.69 |
| District Court | 671,702.00 | 62,922.39 | 595,983.89 |
| JP Pct 1 | 182,873.00 | 13,338.63 | 167,202.98 |
| JP Pct 2 | 180,699.00 | 13,255.59 | 162,843.18 |
| JP Pct 3 | 175,935.00 | 13,347.76 | 158,447.20 |
| JP Pct 4 | 186,254.00 | 13,601.26 | 169,361.27 |
| District Attorney | 824,974.00 | 54,541.35 | 685,216.74 |
| Law Library | 5,411.00 | 942.51 | 4,943.61 |
| County Auditor | 474,331.00 | 34,433.52 | 418,754.70 |
| County Treasurer | 163,581.00 | 12,753.21 | 145,940.82 |
| Tax Assessor/Collector | 507,513.00 | 36,800.93 | 446,114.74 |
| County Jail | 5,011,036.00 | 371,448.90 | 4,240,190.91 |
| Constable Pct 1 | 39,597.00 | 2,319.36 | 28,139.22 |
| Constable Pct 2 | 40,029.00 | 2,308.24 | 26,639.88 |
| Constable Pct 3 | 4,414.00 | 117.32 | 5,285.95 |
| Constable Pct 4 | 37,005.00 | 2,758.24 | 29,906.00 |
| Sheriff | 3,104,073.00 | 234,537.94 | 2,662,577.19 |
| Sheriff Communications | 693,304.00 | 56,530.09 | 604,838.02 |
| Highway Patrol | 84,940.00 | 6,482.40 | 78,304.29 |
| License & Weights | 3,400.00 | 1,339.51 | 2,525.79 |
| Emergency Mgt | 42,000.00 | 458.40 | 22,750.92 |
| CSCD | 12,000.00 | 871.02 | 9,577.91 |
| Juvenile Expenditures | 108,937.00 | 7,619.69 | 84,858.05 |
| Indigent Health | 490,000.00 | 0.00 | 381,695.49 |
| Total | 18,659,302.97 | 1,345,545.23 | 15,894,497.40 |
| General Net | (663,327.48) | (1,157,353.26) | 1,336,975.77 |

Navarro County
August 2012
Financial Report
by Fund

| | Budget | Current Month | YTD |
|---------------------------------|--------------|------------------|--------------|
| Flood Control | | | |
| Revenues | | | |
| Property Taxes | 240,846.00 | 2,678.66 | 237,379.09 |
| Other | 2,300.00 | 490.20 | 5,834.40 |
| Total | 243,146.00 | 3,168.86 | 243,213.49 |
| Expenditures | | | |
| Flood Control Net | (156,854.00) | (114,876.43) | (50,760.03) |
| Debt Service | | | |
| Revenues | | | |
| Property Taxes | 476,137.00 | 6,163.58 | 523,580.96 |
| Other | 1,500.00 | 57.22 | 676.99 |
| Total | 477,637.00 | 6,220.80 | 524,257.95 |
| Expenditures | | | |
| Debt Svc. Net | (51,208.00) | (19,184.20) | (4,587.05) |
| Road & Bridge Pct. 1 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 8,016.90 | 694,894.42 |
| State of TX | 23,367.50 | 0.00 | 19,730.20 |
| Vehicle Registration | 225,000.00 | 114,669.08 | 229,882.14 |
| Fines & Forfeitures | 135,000.00 | 29,369.00 | 133,067.36 |
| Other | 5,598.09 | 246.77 | 8,335.11 |
| Total | 1,087,353.31 | 152,301.75 | 1,085,909.23 |
| Expenditures | | | |
| Personnel | 412,995.00 | 29,747.69 | 339,249.69 |
| Supplies | 345,000.00 | 34,455.82 | 289,892.28 |
| Other Svcs & Charges | 223,612.72 | 10,979.52 | 211,003.27 |
| Capital Outlay | 103,760.00 | 7,813.29 | 95,415.69 |
| Total | 1,085,367.72 | 82,996.32 | 935,560.93 |
| R & B #1 Net | 1,985.59 | 69,305.43 | 150,348.30 |

Navarro County
August 2012
Financial Report

| | Budget | Current Month | YTD |
|---------------------------------|---------------------|------------------|-------------------|
| Road & Bridge Pct. 2 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 8,016.90 | 694,893.00 |
| State of TX | 25,496.02 | 0.00 | 21,858.73 |
| Vehicle Registration | 225,000.00 | 114,669.08 | 229,882.14 |
| Fines & Forfeitures | 135,000.00 | 29,369.00 | 133,067.37 |
| Other | 6,098.09 | 455.50 | 9,852.55 |
| Total | 1,089,981.83 | 152,510.48 | 1,089,553.79 |
| Expenditures | | | |
| Personnel | 499,842.00 | 37,899.55 | 401,789.20 |
| Supplies | 402,496.02 | 29,525.74 | 234,484.93 |
| Other Svcs & Charges | 339,812.72 | 59,127.28 | 149,712.46 |
| Capital Outlay | 86,610.00 | 5,550.65 | 80,057.15 |
| Total | 1,328,760.74 | 132,103.22 | 866,043.74 |
| R & B # 2 Net | (238,778.91) | 20,407.26 | 223,510.05 |
| Road & Bridge Pct. 3 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 8,016.89 | 694,891.54 |
| State of TX | 32,007.94 | 0.00 | 28,370.65 |
| Vehicle Registration | 225,000.00 | 114,669.08 | 229,882.12 |
| Fines & Forfeitures | 135,000.00 | 29,369.00 | 133,067.36 |
| Other | 5,598.09 | 195.15 | 6,193.75 |
| Total | 1,095,993.75 | 152,250.12 | 1,092,405.42 |
| Expenditures | | | |
| Personnel | 530,650.00 | 40,277.84 | 462,628.49 |
| Supplies | 465,000.00 | 12,344.05 | 395,193.91 |
| Other Svcs & Charges | 191,883.66 | 21,098.53 | 120,679.78 |
| Capital Outlay | 106,111.00 | 3,233.91 | 81,120.11 |
| Total | 1,293,644.66 | 76,954.33 | 1,059,622.29 |
| R & B #3 Net | (197,650.91) | 75,295.79 | 32,783.13 |
| Road & Bridge Pct. 4 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 8,016.90 | 694,892.96 |
| State of TX | 24,449.52 | 0.00 | 20,812.24 |
| Vehicle Registration | 225,000.00 | 114,669.08 | 229,882.10 |
| Fines & Forfeitures | 135,000.00 | 29,369.02 | 133,067.37 |
| Other | 5,798.10 | 183.17 | 5,861.41 |
| Total | 1,088,635.34 | 152,238.17 | 1,084,516.08 |
| Expenditures | | | |
| Personnel | 503,487.00 | 31,349.70 | 377,754.26 |
| Supplies | 536,449.52 | 48,337.46 | 409,815.44 |
| Other Svcs & Charges | 184,212.72 | 13,116.65 | 95,185.83 |
| Capital Outlay | 54,468.00 | 1,622.32 | 17,845.52 |
| Total | 1,278,617.24 | 94,426.13 | 900,601.05 |
| R & B # 4 Net | (189,981.90) | 57,812.04 | 183,915.03 |

Navarro County
August 2012
Financial Report
by Fund

Taxes Recorded for August 2012

| | | |
|---------------|-------------------|----------------------|
| General Fund | 100,057.82 | 12,951,357.08 |
| Flood Control | 1,765.17 | 239,144.26 |
| Debt Service | 4,072.05 | 527,653.01 |
| Road & Bridge | 21,087.94 | 2,800,659.86 |
| | <u>21,087.94</u> | <u>2,800,659.86</u> |
| Total | <u>126,982.98</u> | <u>16,518,814.21</u> |

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Navarro County
September 2012
Financial Report
by Fund

| | Budget | Current Month | YTD |
|------------------------|----------------------|---------------------|----------------------|
| General Fund: | | | |
| Revenues | | | |
| Property Taxes | 13,050,146.80 | 144,713.08 | 12,996,012.34 |
| Other | 4,945,828.69 | 863,079.70 | 5,243,253.61 |
| Total | 17,995,975.49 | 1,007,792.78 | 18,239,265.95 |
| Expenditures | | | |
| Commissioner's Court | 83,743.00 | 6,610.15 | 73,880.52 |
| Planning & Dev. | 327,948.00 | 24,318.85 | 309,064.14 |
| County Clerk | 626,728.00 | 41,902.41 | 611,875.62 |
| District Clerk | 424,406.00 | 32,252.55 | 401,523.57 |
| Veterans' Service | 20,481.00 | 1,951.18 | 20,106.34 |
| Non Departmental | 2,239,047.09 | 242,644.20 | 2,033,269.46 |
| Information Systems | 91,571.00 | 13,651.66 | 85,035.49 |
| HAVA | 10,000.00 | 0.00 | 45,871.43 |
| Elections | 222,077.00 | 14,055.73 | 212,359.24 |
| Courthouse | 731,547.88 | 43,623.57 | 674,631.95 |
| Extension | 210,493.00 | 15,562.92 | 207,455.49 |
| Historical Commission | 9,800.00 | 3,563.98 | 9,408.45 |
| County Judge | 261,203.00 | 23,448.77 | 230,477.23 |
| County Court-at-law | 356,250.00 | 45,122.87 | 356,148.56 |
| District Court | 671,702.00 | 77,993.93 | 673,977.82 |
| JP Pct 1 | 182,873.00 | 13,325.89 | 180,528.87 |
| JP Pct 2 | 180,699.00 | 13,286.68 | 176,129.86 |
| JP Pct 3 | 175,935.00 | 13,121.10 | 171,568.30 |
| JP Pct 4 | 186,254.00 | 13,456.36 | 182,817.63 |
| District Attorney | 824,974.00 | 57,057.80 | 742,274.54 |
| Law Library | 5,411.00 | 942.78 | 5,886.39 |
| County Auditor | 474,331.00 | 38,774.31 | 457,529.01 |
| County Treasurer | 163,581.00 | 15,512.76 | 161,453.58 |
| Tax Assessor/Collector | 507,513.00 | 38,900.66 | 485,015.40 |
| County Jail | 5,011,036.00 | 422,970.42 | 4,663,161.33 |
| Constable Pct 1 | 39,597.00 | 2,526.19 | 30,665.41 |
| Constable Pct 2 | 40,029.00 | 2,308.24 | 28,948.12 |
| Constable Pct 3 | 4,414.00 | 0.00 | 5,285.95 |
| Constable Pct 4 | 37,005.00 | 2,308.24 | 32,214.24 |
| Sheriff | 3,104,073.00 | 298,135.44 | 2,960,712.63 |
| Sheriff Communications | 693,304.00 | 51,714.25 | 656,552.27 |
| Highway Patrol | 84,940.00 | 6,494.52 | 84,798.81 |
| License & Weights | 3,400.00 | 656.93 | 3,182.72 |
| Emergency Mgt | 42,000.00 | 976.32 | 23,727.24 |
| CSCD | 12,000.00 | 871.02 | 10,448.93 |
| Juvenile Expenditures | 108,937.00 | 24,078.95 | 108,937.00 |
| Indigent Health | 490,000.00 | 0.00 | 381,695.49 |
| Total | 18,659,302.97 | 1,604,121.63 | 17,498,619.03 |
| General Net | (663,327.48) | (596,328.85) | 740,646.92 |

Navarro County
September 2012
Financial Report
by Fund

| | Budget | Current Month | YTD |
|---------------------------------|--------------|---------------|--------------|
| Flood Control | | | |
| Revenues | | | |
| Property Taxes | 240,846.00 | 2,535.70 | 239,914.79 |
| Other | 2,300.00 | 419.44 | 6,253.84 |
| Total | 243,146.00 | 2,955.14 | 246,168.63 |
| Expenditures | | | |
| Flood Control Net | (156,854.00) | (89,555.89) | (140,315.92) |
| Debt Service | | | |
| Revenues | | | |
| Property Taxes | 476,137.00 | 5,895.85 | 529,476.81 |
| Other | 1,500.00 | 52.82 | 729.81 |
| Total | 477,637.00 | 5,948.67 | 530,206.62 |
| Expenditures | | | |
| Debt Svc. Net | (51,208.00) | 5,948.67 | 1,361.62 |
| Road & Bridge Pct. 1 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 7,646.69 | 702,541.11 |
| State of TX | 23,367.50 | 10,873.46 | 30,603.66 |
| Vehicle Registration | 225,000.00 | 19,780.73 | 249,662.87 |
| Fines & Forfeitures | 135,000.00 | 38,442.07 | 171,509.43 |
| Other | 5,598.09 | 233.70 | 8,568.81 |
| Total | 1,087,353.31 | 76,976.65 | 1,162,885.88 |
| Expenditures | | | |
| Personnel | 412,995.00 | 29,588.23 | 368,837.92 |
| Supplies | 345,000.00 | 56,183.35 | 346,075.63 |
| Other Svcs & Charges | 223,612.72 | 9,595.92 | 220,599.19 |
| Capital Outlay | 103,760.00 | 7,813.29 | 103,228.98 |
| Total | 1,085,367.72 | 103,180.79 | 1,038,741.72 |
| R & B #1 Net | 1,985.59 | (26,204.14) | 124,144.16 |

Navarro County
September 2012
Financial Report

| | Budget | Current Month | YTD |
|---------------------------------|---------------------|---------------------|---------------------|
| Road & Bridge Pct. 2 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 7,646.67 | 702,539.67 |
| State of TX | 25,496.02 | 10,873.47 | 32,732.20 |
| Vehicle Registration | 225,000.00 | 19,780.73 | 249,662.87 |
| Fines & Forfeitures | 135,000.00 | 38,442.04 | 171,509.41 |
| Other | 6,098.09 | 185.30 | 10,037.85 |
| Total | 1,089,981.83 | 76,928.21 | 1,166,482.00 |
| Expenditures | | | |
| Personnel | 499,842.00 | 35,589.73 | 437,378.93 |
| Supplies | 402,496.02 | 36,824.66 | 271,309.59 |
| Other Svcs & Charges | 339,812.72 | 132,496.93 | 282,209.39 |
| Capital Outlay | 86,610.00 | 2,645.69 | 82,702.84 |
| Total | 1,328,760.74 | 207,557.01 | 1,073,600.75 |
| R & B # 2 Net | (238,778.91) | (130,628.80) | 92,881.25 |
| Road & Bridge Pct. 3 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 7,646.69 | 702,538.23 |
| State of TX | 32,007.94 | 10,873.47 | 39,244.12 |
| Vehicle Registration | 225,000.00 | 19,780.72 | 249,662.84 |
| Fines & Forfeitures | 135,000.00 | 38,442.04 | 171,509.40 |
| Other | 5,598.09 | 164.95 | 6,358.70 |
| Total | 1,095,993.75 | 76,907.87 | 1,169,313.29 |
| Expenditures | | | |
| Personnel | 530,650.00 | 40,377.48 | 503,005.97 |
| Supplies | 465,000.00 | 17,676.72 | 412,870.63 |
| Other Svcs & Charges | 191,883.66 | 9,260.29 | 129,940.07 |
| Capital Outlay | 106,111.00 | 3,425.87 | 84,545.98 |
| Total | 1,293,644.66 | 70,740.36 | 1,130,362.65 |
| R & B #3 Net | (197,650.91) | 6,167.51 | 38,950.64 |
| Road & Bridge Pct. 4 | | | |
| Revenues | | | |
| Property Taxes | 698,387.72 | 7,646.67 | 702,539.63 |
| State of TX | 24,449.52 | 10,873.47 | 31,685.71 |
| Vehicle Registration | 225,000.00 | 19,780.72 | 249,662.82 |
| Fines & Forfeitures | 135,000.00 | 38,442.04 | 171,509.41 |
| Other | 5,798.10 | 151.67 | 6,013.08 |
| Total | 1,088,635.34 | 76,894.57 | 1,161,410.65 |
| Expenditures | | | |
| Personnel | 503,487.00 | 30,988.04 | 408,742.30 |
| Supplies | 536,449.52 | 37,653.55 | 447,468.99 |
| Other Svcs & Charges | 184,212.72 | 22,445.17 | 117,631.00 |
| Capital Outlay | 54,468.00 | 1,622.32 | 19,467.84 |
| Total | 1,278,617.24 | 92,709.08 | 993,310.13 |
| R & B # 4 Net | (189,981.90) | (15,814.51) | 168,100.52 |

**Navarro County
Combined Indebtedness
For the Fiscal Year Ending 9/30/2012**

| Description | 2005 Refunding Bond | 10 Tractor/Mower Pct. 1 | 10 Motorgrader Pct. 1 | 10 Case Backhoe Pct. 2 | 10 JD Backhoe Pct. 4 | 08 Case Motorgrader Pct. 2 | 2009 Tractor Pct. 2 | 2009 Belly Dump Pct. 3 | 2009 Mack Trucks Pct. 3 | 2009 Cat Motor-grader Pct. 1 | Total |
|-------------------|---------------------|----------------------------|-----------------------------|------------------------|----------------------|----------------------------|---------------------|--------------------------------|--------------------------------|------------------------------|--------------|
| Due to: | Citibank | John Deere Financial Corp. | Caterpillar Financial Svcs. | Welch State Bank | Welch State Bank | Welch State Bank | Welch State Bank | Kansas State Bank of Manhattan | Kansas State Bank of Manhattan | Caterpillar Financial Svcs. | |
| Beginning Balance | 1,500,000.00 | 19,683.44 | 110,341.53 | 35,019.35 | 46,167.24 | 42,602.60 | 11,439.28 | 7,771.67 | 96,629.27 | 44,989.55 | 1,914,643.93 |
| October: | | | | | | | | | | | |
| Payments | | 707.04 | 2,828.50 | 1,699.13 | 1,463.51 | 2,784.25 | 802.10 | 632.98 | 2,475.51 | 3,665.59 | 17,058.61 |
| Ending Balance | 1,500,000.00 | 18,976.40 | 107,513.03 | 33,320.22 | 44,703.73 | 39,818.35 | 10,637.18 | 7,138.69 | 94,153.76 | 41,323.96 | 1,897,585.32 |
| November: | | | | | | | | | | | |
| Payments | | 710.87 | 2,836.75 | 1,701.02 | 1,468.55 | 2,792.14 | 804.38 | 635.61 | 2,482.82 | 3,680.56 | 17,112.70 |
| Ending Balance | 1,500,000.00 | 18,265.53 | 104,676.28 | 31,619.20 | 43,235.18 | 37,026.21 | 9,832.80 | 6,503.08 | 91,670.94 | 37,643.40 | 1,880,472.62 |
| December: | | | | | | | | | | | |
| Payments | | 714.72 | 2,845.03 | 1,710.00 | 1,473.60 | 2,800.05 | 806.67 | 638.26 | 2,490.14 | 3,695.59 | 17,174.06 |
| Ending Balance | 1,500,000.00 | 17,550.81 | 101,831.25 | 29,909.20 | 41,761.58 | 34,226.16 | 9,026.13 | 5,864.82 | 89,180.80 | 33,947.81 | 1,863,298.56 |
| January: | | | | | | | | | | | |
| Payments | | 718.59 | 2,853.32 | 1,712.28 | 1,478.67 | 2,807.99 | 808.96 | 640.91 | 2,497.49 | 3,710.68 | 17,228.89 |
| Ending Balance | 1,500,000.00 | 16,832.22 | 98,977.93 | 28,196.92 | 40,282.91 | 31,418.17 | 8,217.17 | 5,223.91 | 86,683.31 | 30,237.13 | 1,846,069.67 |
| February: | | | | | | | | | | | |
| Payments | 470,000.00 | 722.49 | 2,861.64 | 1,717.94 | 1,483.75 | 2,815.94 | 811.26 | 643.58 | 2,504.85 | 3,725.83 | 487,287.28 |
| Ending Balance | 1,030,000.00 | 16,109.73 | 96,116.29 | 26,478.98 | 38,799.16 | 28,602.23 | 7,405.91 | 4,580.33 | 84,178.46 | 26,511.30 | 1,358,782.39 |
| March: | | | | | | | | | | | |
| Payments | | 726.40 | 2,869.99 | 1,732.08 | 1,488.86 | 2,823.92 | 813.56 | 646.25 | 2,512.24 | 3,741.05 | 17,354.35 |
| Ending Balance | 1,030,000.00 | 15,383.33 | 93,246.30 | 24,746.90 | 37,310.30 | 25,778.31 | 6,592.35 | 3,934.08 | 81,666.22 | 22,770.25 | 1,341,428.04 |
| April: | | | | | | | | | | | |
| Payments | | 730.33 | 2,878.36 | 1,729.34 | 1,493.98 | 2,831.92 | 815.87 | 648.94 | 2,519.65 | 3,756.32 | 17,404.71 |
| Ending Balance | 1,030,000.00 | 14,653.00 | 90,367.94 | 23,017.56 | 35,816.32 | 22,946.39 | 5,776.48 | 3,285.14 | 79,146.57 | 19,013.93 | 1,324,023.33 |
| May: | | | | | | | | | | | |
| Payments | | 734.29 | 2,886.76 | 1,737.50 | 1,499.12 | 2,839.95 | 818.19 | 651.64 | 2,527.09 | 3,771.65 | 17,466.19 |
| Ending Balance | 1,030,000.00 | 13,918.71 | 87,481.18 | 21,280.06 | 34,317.20 | 20,106.44 | 4,958.29 | 2,633.50 | 76,619.48 | 15,242.28 | 1,306,557.14 |
| June: | | | | | | | | | | | |
| Payments | | 738.27 | 2,895.17 | 1,740.79 | 1,504.27 | 2,847.99 | 820.51 | 654.35 | 2,534.54 | 3,787.06 | 17,522.95 |
| Ending Balance | 1,030,000.00 | 13,180.44 | 84,586.01 | 19,539.27 | 32,812.93 | 17,258.45 | 4,137.78 | 1,979.15 | 74,084.94 | 11,455.22 | 1,289,034.19 |
| July: | | | | | | | | | | | |
| Payments | | 742.27 | 2,903.62 | 1,748.62 | 1,509.45 | 2,856.06 | 822.85 | 657.07 | 2,542.02 | 3,802.53 | 17,584.49 |
| Ending Balance | 1,030,000.00 | 12,438.17 | 81,682.39 | 17,790.65 | 31,303.48 | 14,402.39 | 3,314.93 | 1,322.08 | 71,542.92 | 7,652.69 | 1,271,449.70 |
| August: | | | | | | | | | | | |
| Payments | | 746.29 | 2,912.09 | 1,752.32 | 1,514.64 | 2,864.15 | 825.18 | 659.80 | 2,549.52 | 3,818.05 | 17,642.04 |
| Ending Balance | 1,030,000.00 | 11,691.88 | 78,770.30 | 16,038.33 | 29,788.84 | 11,538.24 | 2,489.75 | 662.28 | 68,993.40 | 3,834.64 | 1,253,807.66 |
| September: | | | | | | | | | | | |
| Payments | | 750.33 | 2,920.58 | 1,758.11 | 1,519.85 | 2,872.27 | 827.53 | 662.28 | 2,557.04 | 3,834.64 | 17,702.63 |
| Ending Balance | 1,030,000.00 | 10,941.55 | 75,849.72 | 14,280.22 | 28,268.99 | 8,665.97 | 1,662.22 | 0.00 | 66,436.36 | 0.00 | 1,236,105.03 |

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Navarro County Courthouse

NAVARRO COUNTY AUDITOR'S OFFICE

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

Terri Gillen, First Assistant
Justin Lewis, Internal Auditor
Natalie Robinson, Assistant
Gloria Turner, Assistant
Patty Wells, Assistant
Anne Johnson, Assistant

Kathy B. Hollomon, CPA
County Auditor

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

December 10, 2012

Navarro County Commissioners' Court

The County Auditor's Office has completed an examination of the records and internal controls in the Tax Assessor/Collector's (TA/C) Office for the quarter ending March 31, 2012. Please see the attached letter and memorandum to Russell Hudson describing the purpose, scope, findings and recommendations.

In summary, the internal control structure of the Navarro County Tax Assessor/Collector's office continues to appear strong, and there were no significant findings during the course of the review. The audit working papers are available in the Auditor's Office for any member of the court or the public to view.

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor



NAVARRO COUNTY AUDITOR'S OFFICE

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Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

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Patty Wells, Assistant
Anne Johnson, Assistant

Kathy B. Hollomon, CPA
County Auditor

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

December 2, 2012

Mr. Russell Hudson
Navarro County Tax Assessor Collector
Navarro County, Texas
300 West 3rd Avenue, Suite 103
Corsicana, TX 75110

Dear Mr. Hudson:

A copy of a memorandum from Mr. Justin Lewis, internal auditor, dated December 2, 2012 is attached. This memorandum is a report on a review of the financial records and internal controls of the Navarro County Tax Assessor/Collector's (TA/C) Office for Quarter ending March 31, 2012. Because of certain statutory duties required of the County Auditor, this office is not independent in regard to the TA/C Office as defined by AICPA professional standards. However, our review was performed with objectivity and due professional care. I concur with the recommendations made by Mr. Lewis.

In response to this report, please provide written management acknowledgement of each recommendation. The management acknowledgement should confirm that management has implemented the recommendations noted on the report provided by the County Auditor's Office.

Please do not hesitate to contact Justin or me, if you have any questions or need additional information.

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

C: James Lagomarsino, 13th District Judge



NAVARRO COUNTY AUDITOR'S OFFICE

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Kathy B. Hollomon, CPA
 County Auditor

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

MEMORANDUM

TO: Kathy Holomon, County Auditor

FROM: Justin Lewis, Internal Auditor

DATE: December 2, 2012

SUBJECT: Internal Audit of the Navarro County Tax Assessor/Collector for the Quarter Ending March 31, 2012.

Overview

A review of the financial records and internal control procedures for the Navarro County Tax Assessor/Collector's Office has been completed. The objective of this review was to provide reasonable assurance that all transactions were properly recorded and reported. The review also provided assurance that internal controls procedures were being implemented to safeguard the County's Assets.

Scope and Purpose

The scope and purpose of the review consisted of:

1. Surprise cash counts were performed on May 24, 2012 in accordance with *Local Government Code §115.0035*, with immaterial discrepancies noted.
2. An evaluation of Internal Controls was performed through an internal control questionnaire and reviewed with Russell Hudson.
3. Deposits were reviewed to ensure that they were deposited in accordance with the rapid deposit law, *Texas Local Government Code §113.02*, with no discrepancies noted.
4. A sample of receipts was reviewed for all departments to confirm the correct amount received and all documentation was adequate.
5. Mail Procedures were reviewed to assure procedures were performed for accurate and timely receipts and deposits of funds.
6. Refund procedures were reviewed for proper approval, amount, and timeliness of payments to individuals requesting refund checks.
7. Verified a sample of transfers/disbursements made to other taxing entities to assure correct fees are collected, and each entity has a W-9 on file.

General

1. **Observation:** During review of the banking transactions for FY 2012 it was noted that the bank statements had not been reconciled for the entire fiscal quarter ending March 31, 2012. This leads to risk of loss of accountability and reliability as to the bank statement balance. The criterion of having good internal control over cash was violated. Gail Smith informed me that it has been hard to find time for the reconciliations due to fact that Russell had been out with family issues. She had been trying to help with Russell's duties along with her own. I was assured they would get caught up and stay on top of the reconciliations as soon as possible. Everyone in the office understands the importance of a timely reconciliation process.


Corrective Action/Recommendation: It is recommended that an office policy be implemented to set deadlines for bank reconciliations. Follow up, if deadlines are not met.

2. **Observation:** A finding from the Auditor's office noted that the Road & Bridge portion of the motor vehicle registration fees was not being credited to the proper account. When Georgia Elliot retired, Russell began preparing the allocations from the state reports to the various funds for the deposits. He was not told that the CRBFUND line item was to be deposited into the Road & Bridge fund. Instead the money had been going into the general fund. Adjustments were made, and the monies were moved via journal entries into the proper fund.

Corrective Action/Recommendation: The error was explained to Russell, and he adjusted his spreadsheet to reflect the proper allocation for CRBFUND revenue. It was also recommended that the daily report from the state be included in his backup for deposits. This would allow the auditor and treasurer to match up amounts and prevent monies being deposited into the wrong funds.

Summary

This financial review was designed to provide reasonable assurance that the internal control structure is adequate to safeguard the County's assets from loss, theft, or misuse. Navarro County's internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of implementing the controls should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires the use of estimates and judgments by Officials. Because of the inherent limitations in any system of internal controls, errors and irregularities may occur and not be detected. The internal control structure of the Navarro County Tax Assessor/Collector's office continues to appear strong, but should become strengthened even more with implementation of the above-mentioned recommendations.


Justin Lewis
Internal Auditor
Navarro County Auditor's Office

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1000696377
1000696378

Individual Wireless Service Addendum

I acknowledge and agree that Progressive Concepts, Inc. d/b/a Hawk Electronics ("Hawk") is an authorized licensed provider for AT&T Wireless. I acknowledge and agree that Hawk may enforce all terms and conditions stated on the AT&T Wireless Service Agreement, including the right to change any terms and/or conditions at any time without notice to the customer and settle any/all claims or disputes through arbitration.

I acknowledge that Hawk, or its authorized licensed provider, is reducing the price for the referenced cellular telephone by up to \$350.00, and if service is terminated prior to the expiration date, I will be required to pay a penalty as outlined on the AT&T Wireless Service Agreement. I further acknowledge that I will activate cellular service through Hawk, an authorized licensed provider for AT&T Wireless, and I will receive a billing monthly from Hawk.

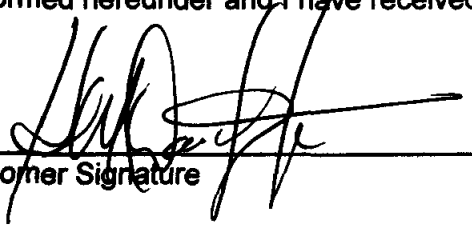
I understand that Hawk wireless service is based upon credit approval and I authorize Hawk to perform credit evaluation through information obtained through credit reporting agencies. This report will be obtained at the expense of Hawk.

I understand that Hawk may require a deposit in order to induce Hawk to activate cellular service as an authorized licensed provider for AT&T Wireless.

I understand that I am billed for monthly access one (1) month in advance, and that my first bill will include a prorated amount for the part of the current month that my phone service is activated.

I understand that a service charge of Twenty Nine and No/100 Dollars (\$29.00) may be added to my bill if my bill is paid after the due date on my monthly statement.

I understand that my signature personally guarantees payment of all charges for service performed hereunder and I have received a copy of this addendum.



Customer Signature

12/10/12

11/20/2012

Date

NAVARRO COUNTY

Printed Name

Printed: 11/20/12 12:29:18

This rate effective after: 12/20/12
For local calls beginning: 12/10/12
Roamer and toll calls begining: 12/10/12

UNLMT69NA - GSM NATION UNLIMITED 69.99

Unlimited Calling
No Domestic Long Distance Charges
No Roaming Charges
\$69.99 Monthly Access
GSM Nation Coverage
Single Line Rate

| | | |
|--------------|---------------------------|-------|
| 903-229-0864 | BB Personal Plan | 30.00 |
| 903-229-0864 | Call Detail | |
| 903-229-0864 | Messaging Unlimited | 20.00 |
| 903-229-0864 | Interactive Msg-0 Inc Min | |
| 903-229-0864 | Paper Billing Option | |

Customer Signature



WIRELESS SERVICE AGREEMENT

1149
1000696377
1.800.226.4295

| | |
|---------------------------------------|--|
| Application Date 11/20/2012 | Activation Date 11/20/2012 |
| Agent Code 22N8Q | Sold By Scream Communications / 7557 Rosa Ella Lopez / 1 |
| Other Code AR 532025 | Market/Region Dallas / Fort Worth |

CUSTOMER BILLING INFORMATION

Billing Name/Legal Name (First, M.I., Last)
NAVARRO COUNTY

Attention Line

Street Address (PO Box Not Acceptable)
300 W 3RD AVE STE 10

City
CORSICANA State
TX Zip Code
75110-4672

Social Security Number
*****-**-1092** Date of Birth

Home Number Work Number

Driver License No. Exp Date Employer

BUSINESS BILLING INFORMATION

Sole Owner Partnership Corporation

Authorized Person to Sign for Account

Authorized Individual's Title Contact Number

Tax Exempt Tax ID No.
 FED Local
 State Other

CREDIT AND BILLING ACCOUNT INFORMATION

Credit Check Number Advance Payment / Deposit Amount
\$0

WIRELESS EQUIPMENT INFORMATION

Sales Service Only Upgrade Only Family Talk

Wireless Number (MUN)
903-229-0864

SERVICE COMMITMENT

1-Year 2-Year Other

Early Termination Fee of **\$325.00**

At the end of the Service Commitment the Agreement will stay in force pursuant to the Terms and Conditions of the Wireless Service Agreement.

SERVICE ACTIVATION CHARGE

Activation Charge (One-Time Charge) One Payment Equipment Cost (if Applicable)
\$ 0.00

MONTHLY PLAN AND PROMOTION

Rate Plan
UNLMT69NA Monthly Service Fee
69.99

See Page 4 for Account Summary

* For informational purposes only. In case of conflict rate plan brochure control.
Optional Features / Add-Ons

Feature Name Cost Mo
See Page 4 for Account Summary

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**NAVARRO COUNTY
AUDITOR'S OFFICE**

Customer Initials

| Qty | Product Description | MIN | ESN | IMEI | SIM | Price |
|-----|---------------------|-----|-----|-----------------|----------------------|-------|
| 1 | BLACKBERRY 9360 ATT | | | 357965042654841 | 89014102232529124126 | |

TERMS AND CONDITIONS - Other important Terms and Conditions of service for the rate plan, features and/or options selected by you are contained in the Terms and Conditions and rate plan provisions provided to you. The Terms and Conditions and rate plan provisions are incorporated by reference herein. I acknowledge that the Terms and Conditions are on the back of this page or that the Terms and Conditions were separately provided to me.

GUARANTY - I guarantee, jointly and severally, the prompt and full payment of all sums now or hereinafter due from the entity shown above, and you may proceed directly against me without the need to proceed first against the above referenced entity.

DOOR-TO-DOOR SALE - IF THIS IS A DOOR-TO-DOOR SALE, YOU THE BUYER MAY HAVE RIGHTS UNDER APPLICABLE LAW TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. IF APPLICABLE, SEE THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

NETWORK SURCHARGE - I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE TERMS AND CONDITIONS, (including changes to Terms and Rates, Limitation of Liability and Arbitration) AND THE PLAN PROVISIONS AND CONDITIONS. I AGREE TO BE BOUND THEREBY. If signing on behalf of an entity, I represent that I am a duly authorized representative of the entity shown under "Billing Name" above, and I have submitted this application in the capacity indicated as my "Title" thereunder. If I am representing a corporation, I acknowledge that the execution of this agreement has been authorized by all necessary corporate actions.

REGULATORY COST RECOVERY FEE - AT&T also imposes the following charges; a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges.

Customer Signature/Authorization:

Sales/Dealer Signature:

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NOTICE OF GRANT AND AGREEMENT AWARD

| | | | | | |
|---|--|--|---|--|--|
| 1. Award Identifying Number 65-7442-13-357 | | 2. Amendment No. NA | 3. Award/Project Period 12/1/2012-09/30/2013 | | 4. Type of Award Instrument Reimbursable Agreement |
| 5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address) USDA NRCS 101 South Main Temple, Texas 76501 | | | 6. Recipient Organization: (Name and Address) Navarro Soil and Water Conservation District 4323 West Highway 22, Corsicana, TX 75110 | | |
| | | | DUNS: 044203305 | | EIN: 75-1573762 |
| 7. NRCS Program Contact: Brian Wenberg | | 8. NRCS Administrative Contact: Kathy Miller | | 9. Recipient Program Contact: Bobby Wilson | 10. Recipient Administrative Contact: Bobby Wilson |
| 11. CFDA Number | 12. Authority 31 U.S.C. 1535 | | 13. Type of Action New Agreement | | 14. Project Director Bobby Wilson |

15. Project Title/Description:
NRCS will be reimbursed for inspection work for the Navarro SWCD construction on Watershed site.

16. Entity Type: Profit Nonprofit Higher Education Federal State/Local Indian/Native American
Other

| | | | | | |
|---------------------------------|--|----------------------------------|--|---|--|
| 17. Select Funding Type: | | <input type="checkbox"/> Federal | | <input checked="" type="checkbox"/> Non-Federal | |
| Original Funds Total: | | | | 5,000.00 | |
| Additional Funds Total: | | | | | |
| Grand Total: | | | | 5,000.00 | |

| 18. Accounting and Appropriation Data | | | |
|--|--------|-------------|-----------------|
| Financial Code | Amount | Fiscal Year | Treasury Symbol |
| | | 2013 | |
| | | | |
| | | | |

19. APPROVED BUDGET

| | | | |
|-------------------|-------------|-----------------------------|-------------|
| Personnel | \$ 3,000.00 | Fringe Benefits | \$ |
| Travel | \$ 2,000.00 | Equipment | \$ |
| Supplies | \$ | Contractual | \$ |
| Construction | \$ | Other | \$ |
| Total Direct Cost | \$ | Total Indirect Cost | \$ |
| | | Total Non-Federal Funds | \$ 5,000.00 |
| | | Total Federal Funds Awarded | \$ |
| | | Total Approved Budget | \$ 5,000.00 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

(Continuation)

NOTICE OF GRANT AND AGREEMENT AWARD

| Award Identifying Number | Amendment No. | Award/Project Period | Type of Award Instrument |
|--------------------------|---------------|----------------------|--------------------------|
| 65-7442-13-357 | NA | 11/1/2012-09/30/13 | Reimbursable Agreement |

| Name and Title of Authorized Government Representative | Signature | Date |
|--|-----------------|---------|
| SALVADOR SALINES STATE CONSERVATIONIST | | |
| Name and Title of Authorized Recipient Representative | Signature | Date |
| Bobby D. Wilson Contracting Officer | Bobby D. Wilson | 12-7-12 |

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

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**STATE OF TEXAS
COUNTY OF NAVARRO**

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the State of Texas, acting by and through the Texas Historical Commission ("Commission") and Navarro County, a political subdivision of the State of Texas ("County").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I
PURPOSE**

1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Navarro County for planning phase for the rehabilitation and restoration of the Navarro County Courthouse ("Property").

**ARTICLE II
AUTHORITY**

2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.

2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III
PERIOD OF THE AGREEMENT**

3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission's final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County's obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$4,439,997. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.
- 4.06 Repayment requirements apply to the County if an application for grant funds is not made during the following six years or if the county does not complete the project by other means within that time in accordance with the Texas Administrative Code, Title 13, Part 2, Chapter 12.7(j).

**ARTICLE V
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

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**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round VI Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC.

**ARTICLE VII
REIMBURSEMENT**

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project ("Project Cost Estimate") is attached as Attachment "B" and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

**ARTICLE VIII
TERMINATION**

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

**ARTICLE IX
AMENDMENTS**

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

**ARTICLE X
NOTICES**

- 10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable H. M. Davenport, Jr.
Navarro County Courthouse
300 W. 3rd Avenue
Corsicana, Texas 75110

**ARTICLE XI
SEVERABILITY**

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**ARTICLE XII
RESPONSIBILITIES OF PARTIES**

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

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

- Attachment "A" Source of Funds Statement and Verification
- Attachment "B" Project Cost Estimate
- Attachment "C" Scope of Work
- Attachment "D" Project Schedule
- Attachment "E" Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

**ARTICLE XVIII
SOLE AND ENTIRE AGREEMENT**

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

**ARTICLE XIX
INSPECTION OF BOOKS, RECORDS, AND WORK**

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates hereinbelow.

TEXAS HISTORICAL COMMISSION

NAVARRO COUNTY

By: Mark Wolfe

By: [Signature]

Title: Exec. Dir.

Title: Navarro County Judge

Date: 1/10/13

Date: July 23, 2012

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1161
Attachment A
Source of Funds Statement and Verification
Navarro County

Source of Funds Statement and Verification

A grant award of \$ 4,439,997 was made by the Texas Historical Commission on January 27, 2012 for Round VII of the Texas Historical Courthouse Preservation Program, fiscal year 2012-13 biennium, for the Restoration of the Navarro County Courthouse (Project) as described in Attachment C, Scope of Work.

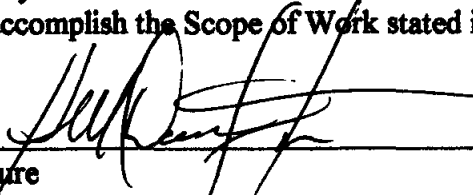
Therefore the source of funds for this Project shall be:

| | |
|--------------------------------|---------------|
| (state share) = | \$ 4,439,997* |
| (minimum local share) = | \$ 5,277,517 |
| Estimated total project cost = | \$ 9,717,514 |

*The state initial share of the project represents approximately 46% of the total project cost, as stated in Attachment B.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C".

Signature



H. M. DAVENTPORT, Jr.
Navarro County Judge (please print name)

Date

July 23, 2012

CONSTRUCTION DOCUMENT BUDGET UPDATE

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Work-Category

Estimated Cost

1. General Requirements

| | |
|---|-------------------|
| a) Construction facilities (e.g. office supplies, phone, computer, sanitary facilities) Mobilization, Dumpster | \$ <u>80,000</u> |
| b) Construction supervision Superintendent and Project manager | \$ <u>285,000</u> |
| c) Bond and insurance (e.g., performance and payments bonds, builder's risk insurance, liability insurance) | \$ <u>180,000</u> |
| d) Inspection and testing allowances | \$ <u>15,000</u> |
| e) Temporary construction (e.g., scaffolding, fencing) | \$ <u>300,000</u> |
| f) Hazardous materials abatement Lead and Asbestos | \$ <u>225,000</u> |
| g) Other (itemize) Protection of historic features. Building Permit. Cleaning. Travel. | \$ <u>150,000</u> |

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Work-Category

Estimated Cost

2. Site Work

| | |
|--|---------------------------|
| <p>a) Demolition and hauling Removal of chiller and trees that have been planted and obscure the façade of the courthouse. Removal of sidewalks. Interior Demolition</p> | <p>\$ <u>300,000</u></p> |
| <p>b) Utilities For fire sprinkler and riser. New transformer.</p> | <p>\$ <u>60,000</u></p> |
| <p>c) Earthworks and grading</p> | <p>\$ <u>20,000</u></p> |
| <p>d) Sidewalk restoration Repair of remaining steps at sidewalks only.</p> | <p>\$ <u>20,000</u></p> |
| <p>e) Historic site features (\$50,000 maximum) (describe)NA</p> | <p>\$ <u>0</u></p> |
| <p><i>amount exceeding \$50,000*</i></p> | <p>\$ <u>(0)</u></p> |
| <p>g) Site furnishings and appurtenances* (e.g., benches, trashcans) NA</p> | <p>\$ <u>(0)</u></p> |
| <p>h) Paving for parking areas and new sidewalks* Rework parking for HC spaces</p> | <p>\$ <u>(15,000)</u></p> |
| <p>i) Landscape restoration* (e.g., new plant materials, pruning) Groundcover to replace shrubbery</p> | <p>\$ <u>(15,000)</u></p> |
| <p>j) Irrigation systems* Repair or extend at removed trees and potential re-work.</p> | <p>\$ <u>(8,000)</u></p> |
| <p>k) Other, such as archeological site investigation (describe) NA</p> | <p>\$ <u>0</u></p> |

* ineligible project cost, (tally and subtract from construction cost subtotal)

1164

Work-Category

Estimated Cost

3. Concrete

| | |
|---|-------------------|
| a) Structural repairs or modifications Courtroom balcony floor, concrete well, and exterior ramp re-configuration, cmu shaft | \$ <u>180,000</u> |
| b) Non-structural (e.g., basement flooring) NA | \$ <u>0</u> |
| c) Other (describe) | \$ <u>0</u> |

4. Masonry

| | |
|--|-------------------|
| a) General exterior restoration (e.g., repointing, cleaning) Cast stone cleaning, remove elastomeric coating at terra cotta, replace with new water proofing, repoint at masonry and cast stone . | \$ <u>400,000</u> |
| b) Structural repairs or modifications (e.g., replacement of damaged units) Terra cotta allowance | \$ <u>100,000</u> |
| c) Non-structural repairs (e.g., re-opening blocked windows) Re-open 2 blocked windows. | \$ <u>10,000</u> |
| d) Other (describe) NA | \$ <u>0</u> |

1164A

Work-Category

Estimated Cost

5. Metals

| | |
|---|-------------------|
| a) Structural elements (e.g., decking, roof framing, columns) Courtroom balcony reconstruction, steel structure at hvac well | \$ <u>105,000</u> |
| b) Non-structural fabrications (e.g., stairways, ladders) Addition of stair at north side. | \$ <u>20,000</u> |
| c) Decorative metal (e.g., grates, handrails) Rail at courtroom repair at balcony, exterior rail replacement | \$ <u>14,000</u> |
| d) Other (describe) Miscellaneous Steel, Steel grates, Copper Statue reconstruction with structure. | \$ <u>137,000</u> |

6. Carpentry

| | |
|---|-------------------|
| a) Rough carpentry | \$ <u>80,000</u> |
| b) Finish carpentry (e.g., non-structural wainscot, trim, stair handrails) | \$ <u>100,000</u> |
| c) Casework (e.g., restoration of judge's bench, jury box and built-in cabinetry) | \$ <u>40,000</u> |
| d) Other (describe) NA | \$ <u>0</u> |

11648

Work-Category

Estimated Cost

7. Thermal & Moisture Protection

| | |
|---|-------------------------|
| <p>a) Roofing and flashing Elevator vent and mech. curbs in the roof.</p> | <p><u>\$ 20,000</u></p> |
| <p>b) Drainage systems (e.g., gutters and downspouts) Copper gutter and interior rain leader replacement <i>There is no work at the copper gutters. There may be rain leaders that require replacement.</i></p> | <p><u>\$ 35,000</u></p> |
| <p>c) Foundation waterproofing NA</p> | <p><u>\$ 0</u></p> |
| <p>d) Insulation, caulking and sealants Open cell insulation at roof and general caulking.</p> | <p><u>\$ 45,000</u></p> |
| <p>e) Other (describe) Skylight restoration, primarily cleaning.</p> | <p><u>\$ 12,000</u></p> |

1164c

Work-Category

Estimated Cost

8. Doors & Windows

| | |
|--|-------------------|
| a) Interior and exterior doors including glass Interior Doors only, Frames, Trim | \$ <u>135,000</u> |
| b) Windows including glass Finish only to be included in paint Repair and replacement of sash. | \$ <u>150,000</u> |
| d) Hardware Refinish existing, replacement parts, new hardware | \$ <u>105,000</u> |
| e) Other glass and glazing | \$ <u>5,000</u> |
| f) Other (describe) NA | \$ <u>0</u> |

1164 D

Work-Category

Estimated Cost

9. Finishes

| | |
|--|-------------------|
| a) Decorative metal ceilings Restore and add new metal ceiling in District Court | \$ <u>50,000</u> |
| b) Wood flooring and wainscot Wood Floor in courtrooms and in offices at 1 st and 2 nd floors. | \$ <u>150,000</u> |
| c) Marble finishes Clean and polish all marble wainscot, piece removal/replacement at column bases. | \$ <u>83,000</u> |
| d) Ceramic tile finishes Walls and floors of toilet rooms and floors in lobbies. | \$ <u>150,000</u> |
| e) Plaster and/or drywall Refinish all plaster walls, plaster repairs at walls and ceilings. Scagliola conservation (amount of \$77,000) . Plaster Ornament. | \$ <u>750,000</u> |
| f) Carpet and resilient flooring Carpet and/or bound rugs in offices. | \$ <u>43,000</u> |
| g) Acoustical ceilings and/or panels Acoustical treatments in District Court and possibly County Court. | \$ <u>120,000</u> |
| h) General painting Includes exterior windows, interior woodwork, windows, removal of old paint and new stain and paint | \$ <u>450,000</u> |
| i) Decorative painting including vault restoration | \$ <u>84,000</u> |
| j) Other (describe) NA | \$ <u>0</u> |

1164E

Work-Category

Estimated Cost

10. Specialties

| | |
|---|------------------|
| a) Toilet partitions and accessories | \$ <u>20,600</u> |
| b) Building directories and signage Interior directory and exterior notice board with interior room signage. | \$ <u>10,750</u> |
| c) Specialty storage systems NA | \$ <u>0</u> |
| d) Clock and clockworks NA | \$ <u>0</u> |
| e) Bell fabrication or restoration NA | \$ <u>0</u> |
| f) Other (describe) Fire Extinguishers | \$ <u>1,200</u> |

11. Equipment (generally not eligible costs)

| | |
|--|-----------------------|
| a) <i>Computer servers and office equipment*</i> NA | \$ (0) |
| b) <i>Video equipment</i> | \$ (<u>100,000</u>) |
| c) <i>Other ineligible items*</i> NA | \$ (0) |

* ineligible project cost, (tally and subtract from construction cost subtotal)

1164 F

Work-Category

Estimated Cost

12. Furnishings

| | |
|--|--------------------------|
| <p>a) Acquisition/restoration of immovable furnishings (e.g., fixed seating or pews for courtroom gallery/balcony) Furnishings at balcony and restoration of existing furniture.</p> | <p>\$ <u>115,000</u></p> |
| <p>b) Documented historical or period appropriate window treatments (shutters, venetian or roll-down blinds) Pull-down shades</p> | <p>\$ <u>40,000</u></p> |
| <p>c) <i>Non-historic window treatments*</i> NA</p> | <p>\$ (0)</p> |
| <p>d) <i>Acquisition of movable furnishings (tables, armchairs, file cabinets)*</i> NA</p> | <p>\$ (0)</p> |

* ineligible project cost, (tally and subtract from construction cost subtotal)

11646

Work-Category

Estimated Cost

13. Special Construction

| | |
|--|------------------|
| a) Lightning protection systems NA | \$ |
| b) Pre-engineered sheet metal towers NA | \$ <u>0</u> |
| c) Fire suppression, detection and alarm system Alarm System and Smoke Detection. | \$ <u>40,000</u> |
| d) Other (describe) NA | \$ <u>0</u> |

14. Conveying Systems

| | |
|--|------------------|
| a) Elevators Includes pit, shaft, sump pump, and elevator | \$ <u>80,000</u> |
| b) Other (describe) NA | \$ <u>0</u> |

Work-Category

Estimated Cost

15. Mechanical

| | |
|---|-----------------------------------|
| <p>a) Plumbing systems New plumbing system for toilets, sinks and drinking fountains.</p> | <p>\$ <u>175,000</u></p> |
| <p>b) Heating, ventilating and air-conditioning system equipment and controls DX System w refrigerant and exposed cartridges. Floor units in County Court. Unit in attic with ductwork for District Court. New fresh air system.</p> | <p>\$ <u>1,104,000</u></p> |
| <p>c) Other (describe) NA</p> | <p>\$ 0</p> |

11641

Work-Category

Estimated Cost

16. Electrical

| | |
|--|--------------------------|
| <p>a) General service and distribution Bring to current code. Install new panels with greater capacity.</p> | <p><u>\$ 420,000</u></p> |
| <p>b) Interior and exterior building lighting Exit signage, egress lighting, new lighting throughout – historic in public areas, courtrooms, and where documented. High-efficiency lighting in office/ work areas.</p> | <p><u>\$ 240,000</u></p> |
| <p>c) Data and communication systems</p> | <p><u>\$ 65,000</u></p> |
| <p>d) Site lighting (for sidewalks, parking areas)* NA</p> | <p><u>\$ (0)</u></p> |
| <p>e) Building security systems (e.g., glass breaks, door contacts, motion detectors) at \$20,000 maximum Door contacts and motion detectors at entry level. There will likely be more as a card reader system is being reviewed at the exterior doors. This will be paid for from the County Security Fund. Cameras are also under consideration.</p> | <p><u>\$ 20,000</u></p> |
| <p>f) Audio-visual systems (\$50,000 maximum) Audio-system for courtrooms. Video indicated under 'Equipment', Section 11.</p> | <p><u>\$ 70,000</u></p> |
| <p>g) Other (describe) NA</p> | <p><u>\$ 0</u></p> |

amount exceeding \$20,000 \$ (0)

amount exceeding \$50,000 \$ (20,000)

*ineligible project cost

Summary of Totals

| | |
|---|--------------|
| Division 1: General Requirements | \$ 1,235,000 |
| Division 2: Site Work | \$ 438,000 |
| Division 3: Concrete | \$ 180,000 |
| Division 4: Masonry | \$ 510,000 |
| Division 5: Metals | \$ 276,000 |
| Division 6: Carpentry | \$ 220,000 |
| Division 7: Thermal and Moisture Protection | \$ 112,000 |
| Division 8: Door and Windows | \$ 395,000 |
| Division 9: Finishes | \$ 1,880,000 |
| Division 10: Specialties | \$ 32,550 |
| Division 11: Equipment | \$ 100,000 |
| Division 12: Furnishings | \$ 150,000 |
| Division 13: Special Construction | \$ 40,000 |
| Division 14: Conveying Systems | \$ 80,000 |
| Division 15: Mechanical | \$ 1,279,000 |
| Division 16: Electrical | \$ 815,000 |

Construction Costs Subtotal = \$ 7,747,550

Less Ineligible Costs = \$ 158,000

Allowable Construction Costs = \$ 7,589,550
(Subtotal A)

Contractor's Overhead & Profit = \$ 834,850
(not to exceed 15 percent of Subtotal A)

Subtotal A+ Overhead & Profit= \$ 8,424,400
(Subtotal B)

Project Contingency = \$ 842,440
(not to exceed 10 percent of Subtotal B)

Total (Allowable) Construction Costs = \$ 9,266,840
(Subtotal B + Contingency = Subtotal C)

Architecture/Engineering Services = \$ 370,674
(fees of the architect and the structural, mechanical, electrical and plumbing engineers shall not to exceed 15 percent of Subtotal C. For projects having 95 percent complete plans and specifications, these fees will not exceed 4 percent of C)

Reimbursable Expenses= 80,000
(consulting services such as paint analysis, civil engineer, travel, printing, etc)

Total Professional Services = \$ 450,674
(Subtotal D)

Total (Allowable) Project Costs = **\$ 9,717,514**
(Subtotal C + Subtotal D)

Gross square footage = 50,000 sf
(Conditioned square footage of courthouse including wall thicknesses + square footage of covered porches x 50%)

Cost per square foot = \$ 194.50

We require that any professional architect's or estimator's cost estimates that have been prepared for this project are attached to this form.
The 95% budget was completed with the assistance of a contractor with input from architect.

Scope of Work
For the Navarro County Courthouse Restoration Project

Scope of Services

Architectural/Engineering services: The County's project architect will provide complete professional services associated with final completion of the Commission approved 95% construction documents (dated November 4, 2011) including civil engineering for the site revisions, contract bidding, negotiation, and construction administration. Additional architectural services include the preparation of the grant completion report. The project architect will coordinate and provide all documentation indicated in the Round VII Grant Project Completion Report Requirements.

Construction Services: The County shall select a construction contractor or construction manager to execute the work in conformance with the plans and specifications approved by the Commission and as reflected in the Contract between the Owner and Contractor. The contractor will coordinate and provide all documentation as required by the grant manual.

Project Philosophy and Description of Work

The project involves the restoration of the Navarro County Courthouse and the time period selected is 1905 – 1920. The time frame for interior finishes is from 1905 to 1910 when a major structural renovation took place and the concrete floors were re-built. All finishes and major exterior elements are from this time with the exception of the tower clock, which was installed in the 1920s. Sidewalks were not originally built on site, but were installed over a period of twenty years after the courthouse was opened.

The construction will include restoration to the exterior and the interior of the building as well as installation of new mep systems requiring limited site work to accomplish.

The scope of work to the courthouse exterior is limited as it underwent a major restoration in the late 1990s. The Justice Statue will be reconstructed to sit above the south entryway. Two windows will be added where previously removed along with a single-story steel stair, and air-intake grills and bars added at windows will be removed. All other original features are in tact and appropriate. The envelope is mostly weather-tight, but requires work to remain so. This work will include extensive, but not complete re-pointing of the brick, cast stone, and terra cotta. Minor terra cotta repairs or replacement of a few pieces is required. The coating that was applied to the terra cotta in the earlier restoration will remain. Some wood window repair and restoration will occur, primarily at windows that were not included in the earlier restoration. The antennas at the top of the clock tower will be removed.

Funding Agreement - Attachment C
Scope of Work
Navarro County

The scope of work to the interior includes the restoration of the public spaces and the two courtrooms. The secondary spaces will be renovated to accommodate the departments that will remain.

The single-most important feature of the interior restoration is the reconstruction of the balcony and proscenium arch at the District Court, as well as restoration of the original layout. Other work in the courtroom will restore original finishes and features, the tin ceiling with the skylight, paint colors, wood finishes, millwork, plaster ornament and plaster-finished walls, and flooring. New ornamental plaster panels will be constructed for the arch. The County Courtroom will be restored with the original plaster ceiling and wood floors exposed. Additional investigation will be required during demolition to finalize the floor finish and furniture layout in both courtrooms and the patterned design and material at the balcony walls.

The conservation of the American Scaglioli columns located within the rotunda will be the crowning feature of the restored lobby. Completing the restoration of the public spaces, the elevator will be relocated from its current 'notch' in the courtrooms to the right side of the lobby within the space of the existing vaults. All inappropriate additions within the lobbys will be removed. Finishes will be restored and the paint will be removed from the brick at the lobby. Restrooms are designed throughout the building with the larger restrooms in the basement and single units available on the upper floors. All will be accessible and will be finished in compatible materials.

The secondary spaces will benefit from the restoration of the wood finish at the windows and doors, the removal of paneling, and restoration of the plaster walls. Finishes at the secondary spaces will include a mix of original wood and new carpet. Ceilings will be raised to the original heights in some spaces with drywall in others. Vaults located within the spaces will have the over-paint removed from the doors and features restored. Door hardware will be restored to its original finish.

Abatement of hazardous material at the walls and ceilings is required throughout.

The systems of the building require extensive overhaul to make the courthouse functional; electrical, mechanical, and plumbing. Each of these requires massive renovations that will cause the building walls to be laid open. The electrical service to the building will be relocated and capacity increased. A new at-ground transformer will be installed at the north side. Wiring will be replaced. Non-historic lighting will be replaced with replications at the courtrooms and public spaces. Additional lighting will be installed to be discreet and not detract from the historic fixtures. New energy efficient lighting will be installed at the office areas. Telephone and data pathways will be installed to be ready for the County's vendor to install new phone and computer wiring. Security will be installed at exterior doors regulating use.

The multiple heating and cooling systems will be replaced with a heat pump D-X system with exterior condensers. This will be accomplished with the installation of small,

Funding Agreement - Attachment C
Scope of Work
Navarro County

ceiling-mounted, exposed units within the secondary spaces and negate the need for ductwork. This will allow not only for the exposure of the full window height, but also the undersides of the plastered concrete ceilings and beams. The County Courtroom will be served with floor units and the District Court will be served from ductwork located in the attic above. New piping will replace the plumbing and all fixtures will be new.

A civil engineer will be engaged as a part of the 100% completion of construction documents to accommodate the mechanical pit designed for the north side of the site. It is situated within the rise of the grade to the building. The intent is to mitigate its appearance from the street to the extent possible with grading changes. Other site work includes the removal of two sidewalks, replacement of deteriorated sidewalks, removal of newer trees that obscure the view of the courthouse, and the possible replacement of an accessible ramp at the rear of the building. This replacement is desirable because it encroaches on the rear entry, but it is dependent upon project cost.

Construction documents are at approved 95% status and will be reviewed for approval by the THC at 100% completion prior to bidding.

Project Schedule
For the Navarro County Courthouse Restoration Project

The following schedule shall be met by Navarro County unless the Commission grants an extension in writing.

Overall Progress Schedule – As the Navarro County Commissioners Court has been informed by a citizens’ group that it is their intention to seek a petition requiring 5% of the registered voters to call for a bond election there are two possible schedules as follows:

A. Failed Initiative to Block Certificates of Obligation

| | |
|--|--------------------------------|
| Document Preparation: | December, 2012 – February 2013 |
| THC Review of Final Documents | March 2013 |
| Contract Bidding and Negotiation | April 2013 – May 2013 |
| Voter Initiative Attempt | June 1, 2013 – June 30, 2013 |
| Attempt Fails | |
| County makes arrangements and moves out of Courthouse to temporary quarters* | July 2013 – August 2013 |
| Construction Administration | September 2013 – February 2016 |
| Project Closeout | March 2016 – April 2016 |

B. Successful Initiative to Block Certificates of Obligation

| | |
|---|--------------------------------|
| Document Preparation: | December, 2012 – February 2012 |
| THC Review of Final Documents | March 2013 |
| Contract Bidding and Negotiation | April 2013 – May 2013 |
| Voter Initiative Attempt | June 1, 2013 – June 30, 2013 |
| Attempt Succeeds | |
| November election called | November 5, 2013 |
| Results – Bonds Approved - County makes arrangements to move out* | |
| Construction Administration | January 2014 – June 2016 |
| Results – Bonds Rejected – Project on Hold Indefinitely | |

* Space available for the County should be investigated and planned prior to the bid completion in May and then reviewed once again for availability if the election proceeds. The County should identify at least two locations should the election move ahead if it is not able to secure the space until that time.

Milestones for Schedule A:

| Date | Action |
|--------------------------|--|
| December 2012 | Funding Agreement and Easement executed. Owner / Architect Agreement executed. Civil Engineer contracted for site work. |
| Dec.-Feb. 2013 | Completion of Civil Engineering and Construction Documents. (Documentation and permitting for interim office.*) |
| March 1, 2013 | 100% Bid Documents provided to the THC for final review. |
| March 30, 2013 | THC Comments received for 100% review. |
| April 15, 2013 | Revisions to the bid documents per comments from THC. |
| April 17, 2013 | Advertise for bids and issue bid documents. |
| May 13, 2013 | Bids Received and low bidder identified. |
| May 28, 2013 | Commissioners Ct approves contractor. Construction contract contingent upon failure of citizens' initiative to call a bond election. |
| August 2013 | County moves out of courthouse. |
| September 1, 2013 | Preconstruction meeting / Initiate work |
| February 2016 | Project reaches Substantial Completion / Certificate of Occupancy received. County returns to Courthouse. |
| May, 2015 | Rededication Celebration |
| May 15, 2015 | Final Reimbursement request and Completion report copies submitted. |
| | |

RECEIVED
DEC 19 2012
DIVISION OF
ARCHITECTURE

**RESOLUTION
OF
NAVARRO COUNTY COMMISSIONERS COURT

SUPPORT
OF
THE COURTHOUSE RESTORATION PROJECT**

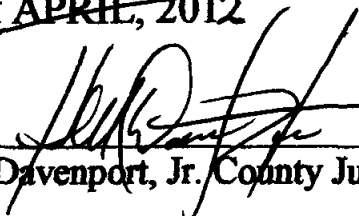
WHEREAS the Commissioners Court agrees that our historic Courthouse, completed and occupied since 1905, having served well the needs of the citizens of this county for 107 years, and is now in need of extensive repair and upgrades, and

WHEREAS, the county submitted an application to the Texas Courthouse Preservation Program (THCPP) in December 2011, after completion of the 2 year planning process and Master Plan and 95% Progress Set – Second Submittal, by/113 Architects, has been made in determining the needs and approximating the costs of the restoration, and

WHEREAS, on January 27, 2012, funding in the amount of \$4,439,997.00 was granted to apply toward the estimated cost of \$9,717,514.00 by the Texas Historic Commission, the state agency which administers the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Navarro County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the history and heritage of this courthouse for future generations.

23rd July
Approved this 9th Day of APRIL, 2012


H.M Davenport, Jr. County Judge


Kit Herrington, Comm, Pct 1


Dick Martin, Comm, Pct 2


David Warren, Comm, Pct 3


James Olsen, Comm, Pct 4

ATTEST:


Sherry Dowd, Navarro County Clerk



GRANT OF EASEMENT

The County of Navarro ("Grantor"), a political subdivision of the State of Texas, owner of property described as Navarro County Courthouse and Grounds ("Property"), as more fully described in Attachment "A" to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission ("Grantee"), an agency of the State of Texas, the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity that would adversely affect or alter in any material way the appearance or the historic architectural integrity of the Property, except for routine maintenance.
- b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.
- c. The Significant changes in use to the building that may effect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation as achieved for the Property as outlined in the Scope of Work statement attached as Attachment "B" and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

- a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.
- b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that in the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. It is understood and agreed that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.
- b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Navarro County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

- c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.
- b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

Grant of Easement

Page 3

9. GRANTOR'S INSURANCE

- a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

15. SUPERSEDING CLAUSE

This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of Navarro County.

16. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Navarro, State of Texas, described as follows:

In witness, this GRANT is executed on the 23rd day of July, in the year 2012.

Grantor: Navarro County

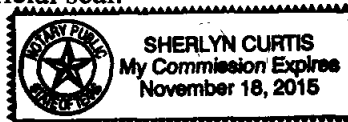
By: [Signature]
Hershell Davenport
Navarro County Judge

STATE OF TEXAS:

On this the 24th day of July, in the year 2012 before me, a Notary Public in and for the State of Texas, H M Davenport, Jr., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I here unto set my hand and official seal.

[Signature]
Notary Public



Grantee: Texas Historical Commission

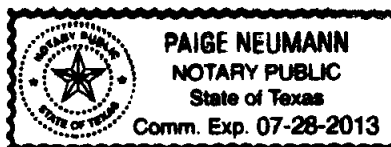
By: [Signature]
Mark Wolfe
Executive Director

STATE OF TEXAS:

On this the 10 day of January, in the year 2013, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I here unto set my hand and official seat.

[Signature]
Notary Public



AK
Hold
Give back to Sherry

1169B

Filed for Record in:
Navarro County

On: Dec 11, 2012 at 02:41P

As a
No Fee Recording

Document Number: 00010922

Amount: .00

Receipt Number - 50750

By:
Sandra Whitener

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Dec 11, 2012

Sherry Dowd, COUNTY CLERK
Navarro County

**ATTACHMENT A
Grant of Easement**

**LEGAL DESCRIPTION:
County Clerk Legal Information
Downtown Corsicana Plat Map
The "Old Town Plat" 1848**

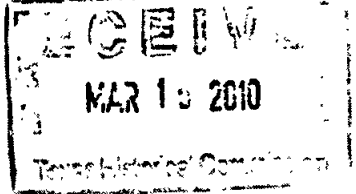
NAVARRO COUNTY
 P O BOX 1070
 CORSICANA, TX 75151
 DBA: NAVARRO COUNTY COURTHOUSE

Legal Information
 LEGAL: SUBD: CORSICANA OT, BLK: 316A,
 LOT: ALL, (NAVARRO COUNTY COURTHOUSE)

SITUS: 300 W 3RD AVE
 ACRES: 2.066

Exemptions/Deed
 CONST EXEMPT
 DATE: 1/1/1900

Identification ID: R000062919/GID: C0000.00.0316A.000.00.0



RECEIVED
 MAR 15 2010
 DIVISION OF ARCHITECTURE

ALT:
 MIN:
 XREF:

| Sale Dt | Type | Vol | Page | Inst | Deed Dt | Price | Value@Sale | Grantee | Grantor |
|---------|------|-----|------|------|---------|-------|------------|---------|---------|
| 1/1/00 | | | | | 1/1/00 | | | | |
| 1/1/00 | | | | | 1/1/00 | | | | |
| 1/1/00 | | | | | 1/1/00 | | | | |

| Geo Quad | Aerial | Map Id | Use | Agent | Mortgage |
|----------|--------|--------|-----|-------|----------|
| 0 | | | | | |

| Grp# | Imp Cts | Year/Est Yr | Sqft | Cpsf | Buildings | Features | Cn Cd | Cr% | Dp Cd | Dp% | Fr% | Ec% | Cp% | Adjusted | Additional | Loc% | Total |
|------|---------|-------------|------|------|-----------|----------|-------|-----|-------|-----|-----|-----|-----|----------|------------|------|-------|
| | | | .00 | .00 | | | | | | | | | | | | | |

| Code/Description | Hs | Year/Est Yr | Class | Sqft | Cpsf | Buildings | Features | Cr% | Dp Cd | Dp% | Fr% | Ec% | Cp% | Ptd | Value |
|------------------|----|-------------|-------|------|------|-----------|----------|-----|-------|-----|-----|-----|-----|-----|-------|
| | | | | | | | | | | | | | | | |

Csf Impr :

NAVARRO

| Appr By | Appr Dt | Chkd By | Chkd Dt |
|---------|-----------------------|---------|---------|
| HC | 1/1/08 | | 1/1/00 |
| User | Print Date / Time | | |
| JASONM | 2/24/2010 10:57:48 AM | | |

Features

| Lnd Cd | Units / Alt Units | Cpu Cpu Cd | Mkt Cpu | Adj Codes | Adj% | Adj Amt | Hs | Mkt Value | Ptd | Prod | Spec Value |
|--------|--------------------|------------|---------|-----------|------|---------|----|-----------|-----|------|------------|
| FLT | 90,000 SF/2.066 AC | 2 | 2.7 | COMM | .35 | 243,000 | N | 180,000 | F1E | | |


Prod Code / Prod Units / Prod Cpu

| MOD:MASS | 2010 | Ptd | Change +/- | Cert | 2009 | Ptd |
|--------------|-----------|-----|------------|------|-----------|-----|
| Impr Hs | 0 | | 0 | | 0 | F1E |
| Impr Non Hs | 950,000 | F1E | | | 950,000 | |
| Land Hs | 0 | | 0 | | 0 | F1E |
| Land Non Hs | 243,000 | F1E | | | 243,000 | |
| Prod Mkt | 0 | | 0 | | 0 | |
| Per / Min | 0 | | 0 | | 0 | |
| Total Market | 1,193,000 | | 0 | | 1,193,000 | |
| Prod Loss | 0 | | 0 | | 0 | |
| Cap Loss | 0 | | 0 | | 0 | |
| Assessed | 1,193,000 | | 0 | | 1,193,000 | |

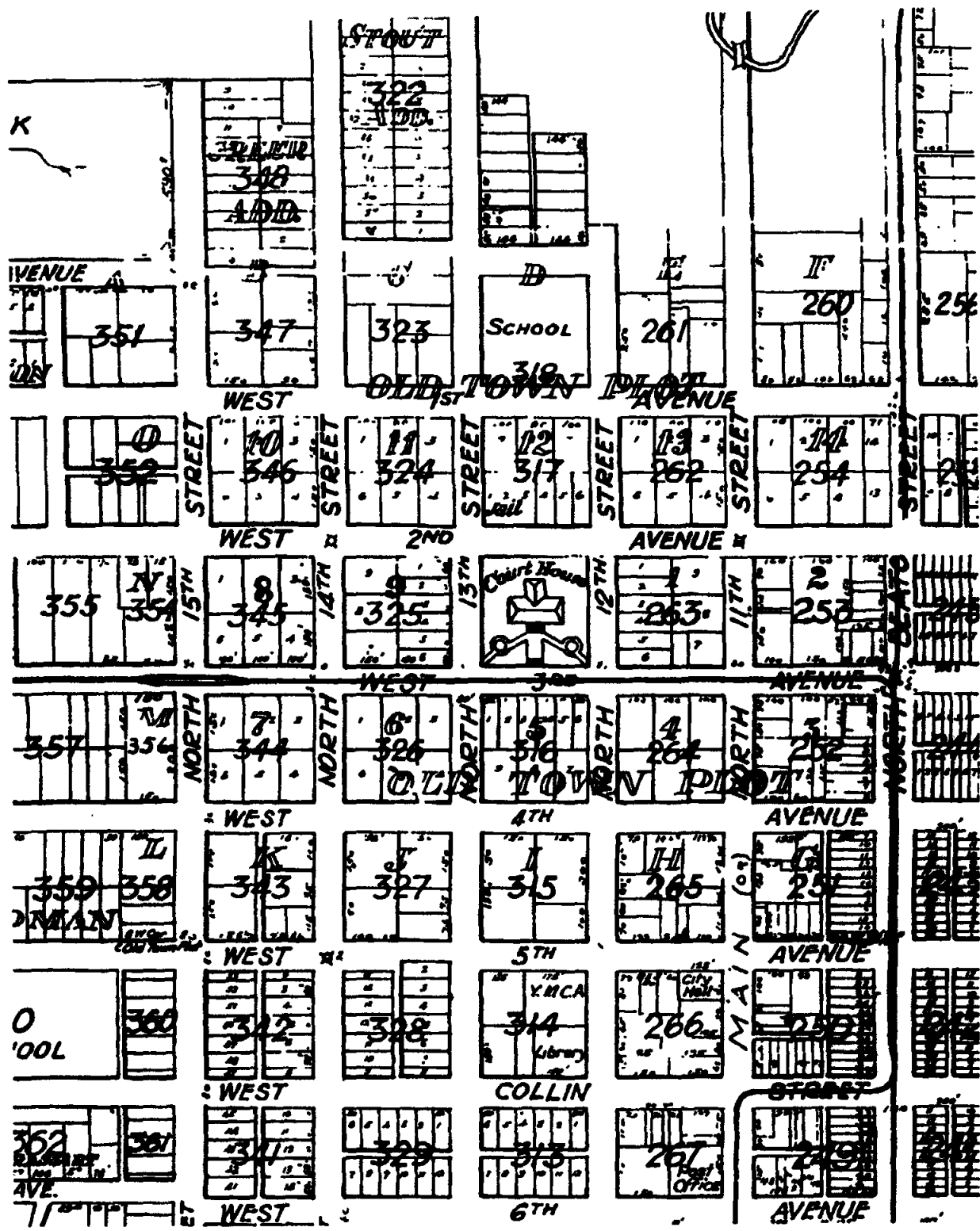
| Entity / Description | Txbl Value | Tax Rate | Frz Yr | Ext. Tax Levy |
|-----------------------|------------|----------|--------|---------------|
| GRV NAVARRO COUNTY | 1,193,000 | .005109 | | |
| RBC COUNTY ROAD AND | 1,193,000 | .001071 | | |
| JCN NAVARRO COLLEGE | 1,193,000 | .00119 | | |
| SCO CORSICANA ISD | 1,193,000 | .01283 | | |
| CCO CITY OF CORSICANA | 1,193,000 | .006272 | | |
| MFL NAVARRO FLOOD | 1,193,000 | .00009 | | |
| ** ESTIMATED TOTAL | | | | |

| Nbh | Misc |
|-----|------|
| | |

Quick Link :



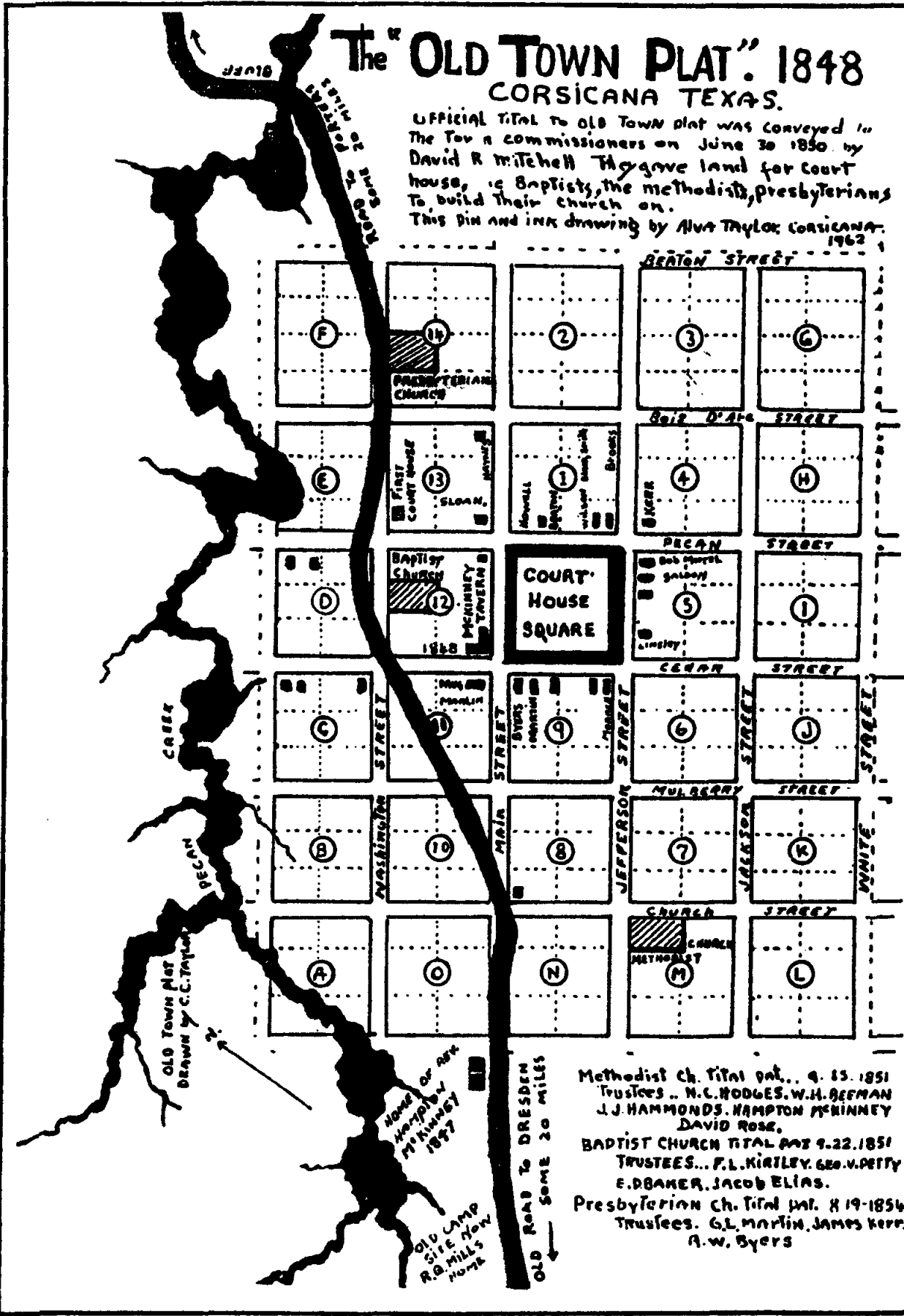
1171



The "OLD TOWN PLAT" 1848 CORSICANA TEXAS.

OFFICIAL TITL to OLD TOWN plat was conveyed to the Tax & Commissioners on June 30 1850. by David R MITCHELL They gave land for Court house, 16 Baptists, the methodists, presbyterians to build their church on.
This Plat and Ink drawing by Alva Taylor CORSICANA. 1962

←
N



Methodist Ch. Titl pat. 9. 15. 1851
 Trustees .. N.C. HODGES. W.H. BEFMAN
 J.J. HAMMONDS. HAMPTON MCINNEY
 DAVID ROSE,
 BAPTIST CHURCH TITL PAT 9.22.1851
 TRUSTEES... F.L. KIRTLY. GEO. V. PETTY
 E. DBAKER. JACOB ELIAS.
 Presbyterian Ch. Titl pat. 11.19.1854
 Trustees. G.L. MARTIN. JAMES KERR.
 A.W. BYERS

OLD TOWN PLAT
DRAWN BY C. TAYLOR

HOME OF REV.
HARRISON
MCINNEY
1897

OLD CAMP
SITE NOW
R.D. MILLS
HOME

See Page 1169A
for signature page

Pages out of order

1175

See page 1169B

Pages out of order

Scope of Work

For the Navarro County Courthouse Restoration Project

Scope of Services

Architectural/Engineering services: The County's project architect will provide complete professional services associated with final completion of the Commission approved 95% construction documents (dated November 4, 2011) including civil engineering for the site revisions, contract bidding, negotiation, and construction administration. Additional architectural services include the preparation of the grant completion report. The project architect will coordinate and provide all documentation indicated in the Round VII Grant Project Completion Report Requirements.

Construction Services: The County shall select a construction contractor or construction manager to execute the work in conformance with the plans and specifications approved by the Commission and as reflected in the Contract between the Owner and Contractor. The contractor will coordinate and provide all documentation as required by the grant manual.

Project Philosophy and Description of Work

The project involves the restoration of the Navarro County Courthouse and the time period selected is 1905 – 1920. The time frame for interior finishes is from 1905 to 1910 when a major structural renovation took place and the concrete floors were re-built. All finishes and major exterior elements are from this time with the exception of the tower clock, which was installed in the 1920s. Sidewalks were not originally built on site, but were installed over a period of twenty years after the courthouse was opened.

The construction will include restoration to the exterior and the interior of the building as well as installation of new mep systems requiring limited site work to accomplish.

The scope of work to the courthouse exterior is limited as it underwent a major restoration in the late 1990s. The Justice Statue will be reconstructed to sit above the south entryway. Two windows will be added where previously removed along with a single-story steel stair, and air-intake grills and bars added at windows will be removed. All other original features are in tact and appropriate. The envelope is mostly weather-tight, but requires work to remain so. This work will include extensive, but not complete re-pointing of the brick, cast stone, and terra cotta. Minor terra cotta repairs or replacement of a few pieces is required. The coating that was applied to the terra cotta in the earlier restoration will remain. Some wood window repair and restoration will occur, primarily at windows that were not included in the earlier restoration. The antennas at the top of the clock tower will be removed.

Attachment B to Easement
Scope of Work
Navarro County

The scope of work to the interior includes the restoration of the public spaces and the two courtrooms. The secondary spaces will be renovated to accommodate the departments that will remain.

The single-most important feature of the interior restoration is the reconstruction of the balcony and proscenium arch at the District Court, as well as restoration of the original layout. Other work in the courtroom will restore original finishes and features, the tin ceiling with the skylight, paint colors, wood finishes, millwork, plaster ornament and plaster-finished walls, and flooring. New ornamental plaster panels will be constructed for the arch. The County Courtroom will be restored with the original plaster ceiling and wood floors exposed. Additional investigation will be required during demolition to finalize the floor finish and furniture layout in both courtrooms and the patterned design and material at the balcony walls.

The conservation of the American Scaglioli columns located within the rotunda will be the crowning feature of the restored lobby. Completing the restoration of the public spaces, the elevator will be relocated from its current 'notch' in the courtrooms to the right side of the lobby within the space of the existing vaults. All inappropriate additions within the lobbys will be removed. Finishes will be restored and the paint will be removed from the brick at the lobby. Restrooms are designed throughout the building with the larger restrooms in the basement and single units available on the upper floors. All will be accessible and will be finished in compatible materials.

The secondary spaces will benefit from the restoration of the wood finish at the windows and doors, the removal of paneling, and restoration of the plaster walls. Finishes at the secondary spaces will include a mix of original wood and new carpet. Ceilings will be raised to the original heights in some spaces with drywall in others. Vaults located within the spaces will have the over-paint removed from the doors and features restored. Door hardware will be restored to its original finish.

Abatement of hazardous material at the walls and ceilings is required throughout.

The systems of the building require extensive overhaul to make the courthouse functional; electrical, mechanical, and plumbing. Each of these requires massive renovations that will cause the building walls to be laid open. The electrical service to the building will be relocated and capacity increased. A new at-ground transformer will be installed at the north side. Wiring will be replaced. Non-historic lighting will be replaced with replications at the courtrooms and public spaces. Additional lighting will be installed to be discreet and not detract from the historic fixtures. New energy efficient lighting will be installed at the office areas. Telephone and data pathways will be installed to be ready for the County's vendor to install new phone and computer wiring. Security will be installed at exterior doors regulating use.

The multiple heating and cooling systems will be replaced with a heat pump D-X system with exterior condensers. This will be accomplished with the installation of small,

Attachment B to Easement
Scope of Work
Navarro County

ceiling-mounted, exposed units within the secondary spaces and negate the need for ductwork. This will allow not only for the exposure of the full window height, but also the undersides of the plastered concrete ceilings and beams. The County Courtroom will be served with floor units and the District Court will be served from ductwork located in the attic above. New piping will replace the plumbing and all fixtures will be new.

A civil engineer will be engaged as a part of the 100% completion of construction documents to accommodate the mechanical pit designed for the north side of the site. It is situated within the rise of the grade to the building. The intent is to mitigate its appearance from the street to the extent possible with grading changes. Other site work includes the removal of two sidewalks, replacement of deteriorated sidewalks, removal of newer trees that obscure the view of the courthouse, and the possible replacement of an accessible ramp at the rear of the building. This replacement is desirable because it encroaches on the rear entry, but it is dependent upon project cost.

Construction documents are at approved 95% status and will be reviewed for approval by the THC at 100% completion prior to bidding.

Work product of the Architect's consultants within basic scope of work:

Engineering consultants will provide:

- Construction Administration for mechanical/ electrical/ plumbing by Hendrix Consulting Engineers (HCE).
- Construction Administration for structural work including the courtroom balcony, elevator shaft, and mechanical pit by JM Structural.

Work product to be provided by the Architect as a **reimbursable expense** to 1113 within the \$80,000 reimbursement budget.

- Historic finish consulting (if required) by Jhonny Langer.
- Construction Administration and Coordination for courtroom acoustics by A/V Consultant, Dickensheets Design Associates.
- Civil Engineering and administration for incorporation of the mep pit on the north side of the courthouse site.
- Hazardous Material Abatement Specifications will be prepared for bidding by Industrial Hygiene and Safety Technology, Inc. Monitoring expenses are not included in Architect's Scope of Work.

Items outside the architect's scope to be contracted and performed by Navarro County.

- Monitoring by a licensed professional of the air quality during abatement procedures.
- Work related to relocation of offices prior to construction.

1175D

Attachment B to Easement
Scope of Work
Navarro County

- **Installation of Security Systems.** 1113 will coordinate information provided by the Owner and/or Owner's Consultant for this work by placing the information on the construction documents.
- **Telecommunications/data design.** Drawings prepared by 1113 Architects include data and telecommunications receptacles and a main location for the computer room as destination for wiring. The Owner's vendor will install the wiring. Should additional information provided by the owner's consultants need to be coordinated on the drawings, 1113 will indicate such information as is required to convey to bidders.

**RESOLUTION
OF
NAVARRO COUNTY COMMISSIONERS COURT

SUPPORT
OF
THE COURTHOUSE RESTORATION PROJECT**

WHEREAS the Commissioners Court agrees that our historic Courthouse, completed and occupied since 1905, having served well the needs of the citizens of this county for 107 years, and is now in need of extensive repair and upgrades, and

WHEREAS, the county submitted an application to the Texas Courthouse Preservation Program (THCPP) in December 2011, after completion of the 2 year planning process and Master Plan and 95% Progress Set – Second Submittal, by/113 Architects, has been made in determining the needs and approximating the costs of the restoration, and

WHEREAS, on January 27, 2012, funding in the amount of \$4,439,997.00 was granted to apply toward the estimated cost of \$9,717,514.00 by the Texas Historic Commission, the state agency which administers the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Navarro County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the history and heritage of this courthouse for future generations.

23rd July
Approved this 9th Day of ~~APRIL~~, 2012


H.M. Davenport, Jr. County Judge


Kit Herrington, Comm, Pct 1


Dick Martin, Comm, Pct 2


David Warren, Comm, Pct 3


James Olsen, Comm, Pct 4

ATTEST:


Sherry Dowd, Navarro County Clerk



CONSTRUCTION DOCUMENT BUDGET UPDATE

Work-Category

Estimated Cost

1. General Requirements

| | |
|---|---------------------------------|
| <p>a) Construction facilities (e.g. office supplies, phone, computer, sanitary facilities) Mobilization, Dumpster</p> | <p>\$ <u>80,000</u></p> |
| <p>b) Construction supervision Superintendent and Project manager</p> | <p>\$ <u>285,000</u></p> |
| <p>c) Bond and insurance (e.g., performance and payments bonds, builder's risk insurance, liability insurance)</p> | <p>\$ <u>180,000</u></p> |
| <p>d) Inspection and testing allowances</p> | <p>\$ <u>15,000</u></p> |
| <p>e) Temporary construction (e.g., scaffolding, fencing)</p> | <p>\$ <u>300,000</u></p> |
| <p>f) Hazardous materials abatement Lead and Asbestos</p> | <p>\$ <u>225,000</u></p> |
| <p>g) Other (itemize) Protection of historic features. Building Permit. Cleaning. Travel.</p> | <p>\$ <u>150,000</u></p> |

Work-Category**Estimated Cost****2. Site Work**

| | |
|---|--|
| a) Demolition and hauling Removal of chiller and trees that have been planted and obscure the façade of the courthouse. Removal of sidewalks. Interior Demolition | \$ <u>300,000</u> |
| b) Utilities For fire sprinkler and riser. New transformer. | \$ <u>60,000</u> |
| c) Earthworks and grading | \$ <u>20,000</u> |
| d) Sidewalk restoration Repair of remaining steps at sidewalks only. | \$ <u>20,000</u> |
| e) Historic site features (\$50,000 maximum) (describe)NA | \$ <u>0</u> |
| | <i>amount exceeding \$50,000*</i> \$ (0) |
| g) Site furnishings and appurtenances* (e.g., benches, trashcans) NA | \$ (0) |
| h) Paving for parking areas and new sidewalks* Rework parking for HC spaces | \$ (<u>15,000</u>) |
| i) Landscape restoration* (e.g., new plant materials, pruning) Groundcover to replace shrubbery | \$ (<u>15,000</u>) |
| j) Irrigation systems* Repair or extend at removed trees and potential re-work. | \$ (<u>8,000</u>) |
| k) Other, such as archeological site investigation (describe) NA | \$ <u>0</u> |

* ineligible project cost, (tally and subtract from construction cost subtotal)

| Work-Category | Estimated Cost |
|---------------|----------------|
|---------------|----------------|

3. Concrete

| | |
|--|--------------------------|
| a) Structural repairs or modifications Courtroom balcony floor, concrete well, and exterior ramp re-configuration, cmu shaft | \$ <u>180,000</u> |
| b) Non-structural (e.g., basement flooring) NA | \$ <u>0</u> |
| c) Other (describe) | \$ <u>0</u> |

4. Masonry

| | |
|---|--------------------------|
| a) General exterior restoration (e.g., repointing, cleaning) Cast stone cleaning, remove elastomeric coating at terra cotta, replace with new water proofing, repoint at masonry and cast stone . | \$ <u>400,000</u> |
| b) Structural repairs or modifications (e.g., replacement of damaged units) Terra cotta allowance | \$ <u>100,000</u> |
| c) Non-structural repairs (e.g., re-opening blocked windows) Re-open 2 blocked windows. | \$ <u>10,000</u> |
| d) Other (describe) NA | \$ <u>0</u> |

Work-Category**Estimated Cost****5. Metals**

| | |
|---|-------------------|
| a) Structural elements (e.g., decking, roof framing, columns) Courtroom balcony reconstruction, steel structure at hvac well | \$ <u>105,000</u> |
| b) Non-structural fabrications (e.g., stairways, ladders) Addition of stair at north side. | \$ <u>20,000</u> |
| c) Decorative metal (e.g., grates, handrails) Rail at courtroom repair at balcony, exterior rail replacement | \$ <u>14,000</u> |
| d) Other (describe) Miscellaneous Steel, Steel grates, Copper Statue reconstruction with structure. | \$ <u>137,000</u> |

6. Carpentry

| | |
|---|-------------------|
| a) Rough carpentry | \$ <u>80,000</u> |
| b) Finish carpentry (e.g., non-structural wainscot, trim, stair handrails) | \$ <u>100,000</u> |
| c) Casework (e.g., restoration of judge's bench, jury box and built-in cabinetry) | \$ <u>40,000</u> |
| d) Other (describe) NA | \$ <u>0</u> |

Work-Category**Estimated Cost****7. Thermal & Moisture Protection**

| | |
|---|-------------------------|
| <p>a) Roofing and flashing Elevator vent and mech. curbs in the roof.</p> | <p><u>\$ 20,000</u></p> |
| <p>b) Drainage systems (e.g., gutters and downspouts) Copper gutter and interior rain leader replacement <i>There is no work at the copper gutters. There may be rain leaders that require replacement.</i></p> | <p><u>\$ 35,000</u></p> |
| <p>c) Foundation waterproofing NA</p> | <p><u>\$ 0</u></p> |
| <p>d) Insulation, caulking and sealants Open cell insulation at roof and general caulking.</p> | <p><u>\$ 45,000</u></p> |
| <p>e) Other (describe) Skylight restoration, primarily cleaning.</p> | <p><u>\$ 12,000</u></p> |

Work-Category**Estimated Cost****8. Doors & Windows**

| | |
|--|-------------------|
| a) Interior and exterior doors including glass Interior Doors only, Frames, Trim | \$ <u>135,000</u> |
| b) Windows including glass Finish only to be included in paint Repair and replacement of sash. | \$ <u>150,000</u> |
| d) Hardware Refinish existing, replacement parts, new hardware | \$ <u>105,000</u> |
| e) Other glass and glazing | \$ <u>5,000</u> |
| f) Other (describe) NA | \$ <u>0</u> |

Work-Category**Estimated Cost****9. Finishes**

| | |
|---|--------------------------|
| a) Decorative metal ceilings Restore and add new metal ceiling in District Court | \$ <u>50,000</u> |
| b) Wood flooring and wainscot Wood Floor in courtrooms and in offices at 1 st and 2 nd floors. | \$ <u>150,000</u> |
| c) Marble finishes Clean and polish all marble wainscot, piece removal/replacement at column bases. | \$ <u>83,000</u> |
| d) Ceramic tile finishes Walls and floors of toilet rooms and floors in lobbies. | \$ <u>150,000</u> |
| e) Plaster and/or drywall Refinish all plaster walls, plaster repairs at walls and ceilings. Scagliola conservation (amount of \$77,000) . Plaster Ornament. | \$ <u>750,000</u> |
| f) Carpet and resilient flooring Carpet and/or bound rugs in offices. | \$ <u>43,000</u> |
| g) Acoustical ceilings and/or panels Acoustical treatments in District Court and possibly County Court. | \$ <u>120,000</u> |
| h) General painting Includes exterior windows, interior woodwork, windows, removal of old paint and new stain and paint | \$ <u>450,000</u> |
| i) Decorative painting including vault restoration | \$ <u>84,000</u> |
| j) Other (describe) NA | \$ <u>0</u> |

Work-Category**Estimated Cost****10. Specialties**

| | |
|---|------------------|
| a) Toilet partitions and accessories | \$ <u>20,600</u> |
| b) Building directories and signage Interior directory and exterior notice board with interior room signage. | \$ <u>10,750</u> |
| c) Specialty storage systems NA | \$ <u>0</u> |
| d) Clock and clockworks NA | \$ <u>0</u> |
| e) Bell fabrication or restoration NA | \$ <u>0</u> |
| f) Other (describe) Fire Extinguishers | \$ <u>1,200</u> |

11. Equipment (generally not eligible costs)

| | |
|--|---------------------|
| a) <i>Computer servers and office equipment*</i> NA | \$ <u>(0)</u> |
| b) <i>Video equipment</i> | \$ <u>(100,000)</u> |
| c) <i>Other ineligible items*</i> NA | \$ <u>(0)</u> |

* ineligible project cost, (tally and subtract from construction cost subtotal)

Work-Category**Estimated Cost****12. Furnishings**

| | |
|--|--------------------------|
| <p>a) Acquisition/restoration of immovable furnishings (e.g., fixed seating or pews for courtroom gallery/balcony) Furnishings at balcony and restoration of existing furniture.</p> | <p><u>\$ 115,000</u></p> |
| <p>b) Documented historical or period appropriate window treatments (shutters, venetian or roll-down blinds) Pull-down shades</p> | <p><u>\$ 40,000</u></p> |
| <p>c) <i>Non-historic window treatments*</i> NA</p> | <p><u>\$ (0)</u></p> |
| <p>d) <i>Acquisition of movable furnishings (tables, armchairs, file cabinets)*</i> NA</p> | <p><u>\$ (0)</u></p> |

* ineligible project cost, (tally and subtract from construction cost subtotal)

| Work-Category | Estimated Cost |
|---------------|----------------|
|---------------|----------------|

| | |
|---------------------------------|--|
| 13. Special Construction | |
|---------------------------------|--|

| | |
|--|------------------|
| a) Lightning protection systems NA | \$ |
| b) Pre-engineered sheet metal towers NA | \$ 0 |
| c) Fire suppression, detection and alarm system Alarm System and Smoke Detection. | \$ <u>40,000</u> |
| d) Other (describe) NA | \$ 0 |

| | |
|------------------------------|--|
| 14. Conveying Systems | |
|------------------------------|--|

| | |
|--|------------------|
| a) Elevators Includes pit, shaft, sump pump, and elevator | \$ <u>80,000</u> |
| b) Other (describe) NA | \$ 0 |

Work-Category**Estimated Cost****15. Mechanical**

| | |
|--|----------------------------|
| a) Plumbing systems New plumbing system for toilets, sinks and drinking fountains. | \$ <u>175,000</u> |
| b) Heating, ventilating and air-conditioning system equipment and controls DX System w refrigerant and exposed cartridges. Floor units in County Court. Unit in attic with ductwork for District Court. New fresh air system. | \$ <u>1,104,000</u> |
| c) Other (describe) NA | \$ <u>0</u> |

Work-Category**Estimated Cost****16. Electrical**

| | |
|---|--------------------|
| a) General service and distribution Bring to current code. Install new panels with greater capacity. | <u>\$ 420,000</u> |
| b) Interior and exterior building lighting Exit signage, egress lighting, new lighting throughout – historic in public areas, courtrooms, and where documented. High-efficiency lighting in office/ work areas. | <u>\$ 240,000</u> |
| c) Data and communication systems | <u>\$ 65,000</u> |
| d) Site lighting (for sidewalks, parking areas)* NA | <u>\$ (0)</u> |
| e) Building security systems (e.g., glass breaks, door contacts, motion detectors) at \$20,000 maximum Door contacts and motion detectors at entry level. There will likely be more as a card reader system is being reviewed at the exterior doors. This will be paid for from the County Security Fund. Cameras are also under consideration. | <u>\$ 20,000</u> |
| <i>amount exceeding \$20,000</i> | <u>\$ (0)</u> |
| f) Audio-visual systems (\$50,000 maximum) Audio-system for courtrooms. Video indicated under 'Equipment', Section 11. | <u>\$ 70,000</u> |
| <i>amount exceeding \$50,000</i> | <u>\$ (20,000)</u> |
| g) Other (describe) NA | <u>\$ 0</u> |

*ineligible project cost

Summary of Totals

| | |
|---|--------------|
| Division 1: General Requirements | \$ 1,235,000 |
| Division 2: Site Work | \$ 438,000 |
| Division 3: Concrete | \$ 180,000 |
| Division 4: Masonry | \$ 510,000 |
| Division 5: Metals | \$ 276,000 |
| Division 6: Carpentry | \$ 220,000 |
| Division 7: Thermal and Moisture Protection | \$ 112,000 |
| Division 8: Door and Windows | \$ 395,000 |
| Division 9: Finishes | \$ 1,880,000 |
| Division 10: Specialties | \$ 32,550 |
| Division 11: Equipment | \$ 100,000 |
| Division 12: Furnishings | \$ 150,000 |
| Division 13: Special Construction | \$ 40,000 |
| Division 14: Conveying Systems | \$ 80,000 |
| Division 15: Mechanical | \$ 1,279,000 |
| Division 16: Electrical | \$ 815,000 |

Construction Costs Subtotal = \$ 7,747,550

Less Ineligible Costs = \$ 158,000

Allowable Construction Costs = \$ 7,589,550
(Subtotal A)

Contractor's Overhead & Profit = \$ 834,850
(not to exceed 15 percent of Subtotal A)

Subtotal A+ Overhead & Profit= \$ 8,424,400
(Subtotal B)

Project Contingency = \$ 842,440
(not to exceed 10 percent of Subtotal B)

Total (Allowable) Construction Costs = \$ 9,266,840
(Subtotal B + Contingency = Subtotal C)

Architecture/Engineering Services = \$ 370,674
 (fees of the architect and the structural, mechanical, electrical and plumbing engineers shall not to exceed 15 percent of Subtotal C. For projects having 95 percent complete plans and specifications, these fees will not exceed 4 percent of C)

Reimbursable Expenses= 80,000
 (consulting services such as paint analysis, civil engineer, travel, printing, etc)

Total Professional Services = \$ 450,674
 (Subtotal D)

Total (Allowable) Project Costs = **\$ 9,717,514**
 (Subtotal C + Subtotal D)

Gross square footage = 50,000 sf
 (Conditioned square footage of courthouse including wall thicknesses + square footage of covered porches x 50%)

Cost per square foot = \$ 194.50

We require that any professional architect's or estimator's cost estimates that have been prepared for this project are attached to this form.
The 95% budget was completed with the assistance of a contractor with input from architect.