

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 13th day of May, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, David Warren, Dick Martin, and James Olsen.

1. 10:02 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Commissioner Martin
3. Pledge of Allegiance
4. Public Comments-Melinda Veldman-Presented check for courthouse restoration  
Don King-courthouse restoration concern

**CONSENT AGENDA**

Motion to approve the consent agenda items 5-10 by Comm. Martin sec by Comm. Grant  
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of April 22, 2013, April 25, 2013, April 30, 2013, and May 6, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 4/30/13)
7. Motion to approve minutes of the March 21<sup>st</sup>, 2013 Planning and Zoning meeting  
**TO WIT PG 374-375**
8. Motion to approve replat of Chambers Landing Block A lots 1-4 for Kimthanh Le
9. Motion to approve of a replat of Chambers landing Block A lots 7 & 8 for Jenny Bui
10. Motion to approve Revenue Certification for FY 2013 revenue received from the State of Texas Tobacco Settlement Permanent Trust Account pursuant to Local Government Code LGC Section 111.0706  
**TO WIT PG 376**

**REGULAR AGENDA**

11. No action taken on Burn Ban remains off

12. Motion to approve accepting donation \$13,000 from the Corsicana Preservation Foundation to be used for courthouse restoration by Judge Davenport sec by Comm. Warren  
All voted aye motion carried
13. Motion to approve Tax Collection Report for April 2013, Russell Hudson by Comm. Olsen sec by Comm. Grant **TO WIT PG 377-382**  
All voted aye motion carried
14. Swearing in of ESD1 Commissioners, David Foreman and Ralph Block  
**TO WIT PG 383-384**
15. Motion to approve Security funds regarding Metal Detector and Door Lock(s) for the Justice Center by Comm. Grant sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 385-386**
16. Motion to approve the rerouting of Hwy 31 traffic for the City Landfill to SECR 0010 specifically for County Clean up Day on Saturday June 1, 2013 and accepting the rate of \$5.00 per cubic yard to the City of Corsicana. During this time and day routing may get changed to original route by Comm. Martin sec by Judge Davenport  
All voted aye motion carried
17. Motion to approve Contract with Curtis Neyland for new bridge on SECR 1098, Pct. 3 (\$11,500) by Comm. Warren sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 387-395**
18. Motion to approve to accept Letter and Certificate of Destruction from STS Electronic Recycling by Comm. Olsen sec by Comm. Martin  
All vote aye motion carried **TO WIT PG 396-398**
19. Motion to approve a Specific Use Permit for Dallas Production, Inc. to drill for oil/gas in the Lakeshore area, location is just south of Hwy 287 and east of SECR 3290 proposed well name is Thomas Merritt No. 1 by Comm. Martin sec by Comm. Warren  
All voted aye motion carried
20. Motion to approve Special Use Permit for Dallas Production, Inc to drill for oil/gas in the Lakeshore area, location is just North of Hwy 287 and east of SECR 3285 proposed well name is George Crocker No.1 by Comm. Martin sec by Comm. Grant  
All voted aye motion carried

21. Motion to approve a replat of Lago Vista Ranch lots #25-AR & 25-BR for Danny Miles, Lance and Pamela Shaw by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
22. Motion to approve Resolution Electing to become eligible to participate in Granting Tax Abatements, and establishing an effective date by Judge Davenport sec by Comm. Martin **TO WIT PG 399**  
All voted aye motion carried
23. Motion to approve Resolution Reestablishing the current Tax Abatement Policy Guidelines and Criteria for granting Tax Abatement in Reinvesting Zones created by Navarro County, Texas or other Authorized Taxing Jurisdiction: and establishing an effective date by Comm. Grant sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 400-412**
24. Motion to approve sending Asbestos Abatement to Bid and Advertisement to Bidders, Advertising-May 18<sup>th</sup> and 25<sup>th</sup> Release for Bids (not a proposal, but a bid)-May 20<sup>th</sup> Bids due, June 10<sup>th</sup>, 2:00 p.m. by Comm. Martin sec by Comm. Warren  
All voted aye motion carried
25. Motion to approve Technology Team LLC proposal for assessment of needs to accomplish moving of contents of Courthouse to and from temporary location contingent upon submission of contract and to approve Auditor to make payment by Judge Davenport sec by Comm. Martin **TO WIT PG 413-416**  
All voted aye motion carried
26. Motion to approve Technology Team, LLC proposal for IT consulting related to courthouse renovation contingent upon approve of court and to approve prepaid by our Auditor by Judge Davenport sec by Comm. Martin  
All voted aye motion carried **TO WIT PG 417-420**
27. Motion to approve State Archeological Landmark Historic Structures Permit #566, which was issued for Restoration work on the subject structure, will expire on 6/16/2013 by Comm. Martin sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 421-422**
28. Motion to approve acceptance of the Texas Comptroller Leadership Circle Gold Member by Judge Davenport sec by Comm. Olsen **TO WIT PG 423-424**  
All voted aye motion carried
29. Motion to approve new Amortization schedule with Welch State Bank for Pct. 1 By Comm. Grant sec by Comm. Olsen **TO WIT PG 425-429**  
All voted aye motion carried

- 30. Motion to approve Master Subscription Agreement Services Order with CITRIX for HIDTA Grant by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 430-431**
  
- 31. 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 MAY 13th 2013.

SIGNED 13th DAY OF MAY 2013.

*Sherry Dowd*  
SHERRY DOWD, COUNTY CLERK



#7

314

# NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

*Phil Seely* - Director  
*Osha Joles* – Addressing



*Stanley Young* – Environmental Services  
*Robert Gray* – Environmental Services

www.co.navarro.tx.us

## PLANNING AND ZONING COMMISSION MINUTES

March 21st, 2013

5:00 P.M.

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

Chairman Jacobson – absent	Vice Chairman Moe –present
Scott Watkins – absent	Conrad Newton – present
Carroll Sigman – present	Wayne McGuire - absent
Vicki Farmer – present	Jeff Smith - present
Dennis Bancroft – absent	Dolores Baldwin – absent
Charles Irvine – present	Caleb Jackson – absent
Kim Newsom – present	Stuart Schoppert - present

Item #2 on the agenda was consideration of the minutes of the February 7th, 2013 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Sigman, all voted aye.

Item #3 on the agenda was consideration of a specific use permit for an RV park for Kelly Murphy. Property is located off of Hwy 287 just west of bridge. Property is zoned commercial and is also being used as storage rental. Motion to approve by Commissioner Irvine, second by Commissioner Smith, all voted aye.

Item #4 on the agenda was consideration of a replat of Village Woods Lot #27A for Bill Westell. Motion to approve contingent upon Tarrant Regional Water District Senior Land Agent review/approval by Commissioner Sigman, second by Commissioner Newsom, all voted aye with the exception of Commissioner Schoppert whom abstained.

Item #6 was taken next on the agenda. Item #6 was discussion about compressors with respect to oil and gas activities around Richland-Chambers Lake. The Director presented the board with information and findings on electric and gas compressors. The Board reiterated that any change to the current ordinance would not allow “grandfather” exceptions. Existing compressors that failed to meet the current ordinance would be handled under a nuisance mechanism already in place. The Board also stated that decisions made regarding compressors would not be on a case-by-case basis, but rather a blanket rule. The Board asked the Director to do more research into the issue and report back at the next meeting.

Item #5 on the agenda was consideration of appointing a Chairman and Vice Chairman of the Planning & Zoning Board. Commissioner Newton made the motion to re-appoint Chairman Jacobson as Chair. Commissioner Farmer seconded the motion. All Board members voted aye with the exceptions of Vice Chairman Moe whom abstained and Commissioner Sigman who voted nay. Vice Chairman Moe made the motion to appoint Commissioner Schoppert as Vice Chairman. Commissioner Irvine seconded the motion. All Board members voted aye.

Adjourn.

#16

**SPECIAL BUDGET**

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR  
LOCAL GOVERNMENT CODE 111.0706**


<b>Fund- Department – Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Requested Increase</b>	<b>Amended Budget</b>
2013-101-333-030	State of TX – Tobacco Settlement	\$ 0.00	\$ 26,521.31	\$ 26,521.31


This budget amendment is to recognize the unbudgeted revenue received from the State of Texas from the Tobacco Settlement Permanent Trust Account.


Submitted by:

Revenue Certified by:

Approved by Commissioners Court:

  
 Kathy B. Hollomon  
 Navarro County Auditor

  
 Kathy B. Hollomon  
 Navarro County Auditor

  
 H. M. Davenport Jr.  
 Navarro County Judge

Date: 5/13/13

Date: 5/13/13

Date: 5/13/13

377

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

#13

TOTAL PAGES INCLUDING COVER SHEET 6



NAVARRO COUNTY , TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>									LEVY
CURRENT	375,632.92		22,126.73	397,759.65		13.00	397,746.65	1,630.84	17,003,685.46
DELINQUENT	51,139.64		20,468.20	71,607.84		1.21	71,606.63	14,005.69	%
TOTAL	426,772.56	-	42,594.93	469,367.49	-	14.21	469,353.28	15,636.53	2.21%
<b>NAVARRO COLLEGE</b>									LEVY
CURRENT	72,255.62		4,267.93	76,523.55		2.49	76,521.06	309.56	3,308,729.79
DELINQUENT	9,865.91		4,065.07	13,930.98		0.22	13,930.76	2,716.14	%
TOTAL	82,121.53	-	8,333.00	90,454.53	-	2.71	90,451.82	3,025.70	2.18%
<b>CITY OF RICE</b>									LEVY
CURRENT	2,097.34	-	221.16	2,318.50	65.79		2,252.71		141,532.60
DELINQUENT	1,338.73		539.68	1,878.41	141.64		1,736.77	369.57	%
TOTAL	3,436.07	-	760.84	4,196.91	207.43	0	3,989.48	369.57	1.48%
<b>CITY OF KERENS</b>									LEVY
CURRENT	4,727.14		464.72	5,191.86		0.16	5,191.70	57.99	260,001.90
DELINQUENT	1,784.27	-	641.44	2,425.71			2,425.71	485.14	%
TOTAL	6,511.41	-	1,106.16	7,617.57	-	0.16	7,617.41	543.13	1.82%
<b>CITY OF CORSICANA</b>									LEVY
CURRENT	81,030.73	-	7,487.41	88,518.14		10.65	88,507.49	483.90	7,868,390.26
DELINQUENT	19,087.63	-	8,542.55	27,630.18		0.60	27,629.58	5,448.63	%
TOTAL	100,118.36	-	16,029.96	116,148.32	-	11.25	116,137.07	5,932.53	1.03%

NAVARRO COUNTY , TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>									LEVY
CURRENT	432.00		44.01	476.01			476.01		18,486.02
DELINQUENT				-			-		%
TOTAL	432.00	-	44.01	476.01	-	0	476.01	-	2.34%
<b>CITY OF EMHOUSE</b>									LEVY
CURRENT	143.39	-	15.77	159.16			159.16	10.01	8,389.34
DELINQUENT				-			-		%
TOTAL	143.39	-	15.77	159.16	-	0	159.16	10.01	1.71%
<b>CITY OF RICHLAND</b>									LEVY
CURRENT	117.65	-	12.76	130.41			130.41		17,564.22
DELINQUENT	48.31		17.44	65.75			65.75	13.09	%
TOTAL	165.96	-	30.20	196.16	-	0	196.16	13.09	0.67%
<b>CITY OF GOODLOW</b>									LEVY
CURRENT	50.93	-	5.28	56.21	1.59		54.62		3,983.59
DELINQUENT	129.24		62.63	191.87	16.31		175.56	38.38	%
TOTAL	180.17	-	67.91	248.08	17.90	0	230.18	38.38	1.28%
<b>CITY OF FROST</b>									LEVY
CURRENT	1,907.68		201.75	2,109.43	59.97	0.13	2,049.33		83,032.40
DELINQUENT	355.52		396.57	752.09	100.92		752.09	128.12	%
TOTAL	2,263.20	-	598.32	2,861.52	160.89	0.13	2,801.42	128.12	2.30%
<b>CITY OF DAWSON</b>									LEVY
CURRENT	1,030.70		77.27	1,107.97			1,107.97		71,250.33
DELINQUENT	908.45		264.37	1,172.82			1,172.82	207.99	%
TOTAL	1,939.15	-	341.64	2,280.79	-	0	2,280.79	207.99	1.45%

NAVARRO COUNTY , TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY-BLOOMING GROVE</b>									LEVY
CURRENT	2,723.58		263.40	2,986.98			2,986.98		100,911.55
DELINQUENT	84.91		32.50	117.41			117.41	23.48	%
TOTAL	2,808.49	-	295.90	3,104.39	-	0.00	3,104.39	23.48	2.70%
<b>NAVARRO COUNTY ESD #1</b>									LEVY
CURRENT	13,468.89	-	251.30	13,720.19	130.13	0.16	13,589.90	26.76	130,418.96
DELINQUENT	554.08		189.60	743.68	50.17		693.51	148.04	%
TOTAL	14,022.97	-	440.90	14,463.87	180.30	0.16	14,283.41	174.80	10.33%
<b>BLOOMING GROVE ISD</b>									LEVY
CURRENT	26,375.41		2,675.54	29,050.95			29,050.95	38.44	1,491,971.14
DELINQUENT	2,570.57		1,173.31	3,743.88			3,743.88	720.80	%
TOTAL	28,945.98	-	3,848.85	32,794.83	-	0	32,794.83	759.24	1.77%
<b>DAWSON ISD</b>									LEVY
CURRENT	17,832.06		1,643.84	19,475.90			19,475.90		1,512,890.22
DELINQUENT	4,040.30		1,273.46	5,313.76			5,313.76	974.68	%
TOTAL	21,872.36	-	2,917.30	24,789.66	-	0	24,789.66	974.68	1.18%
<b>RICE ISD</b>									LEVY
CURRENT	14,726.47		1,473.37	16,199.84			16,199.84	139.31	1,526,208.22
DELINQUENT	8,449.03		4,726.72	13,175.75			13,175.75	2,573.38	%
TOTAL	23,175.50	-	6,200.09	29,375.59	-	0	29,375.59	2,712.69	0.96%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CORSICANA ISD</b>									LEVY
CURRENT	177,487.25		16,681.22	194,168.47		21.79	194,146.68	1,968.21	17,689,058.27
DELINQUENT	57,186.74		24,440.35	81,627.09			81,627.09	15,809.82	%
TOTAL	234,673.99	-	41,121.57	275,795.56	-	21.79	275,773.77	17,778.03	1.00%
<b>FROST ISD</b>									\$ 1,099,457.65
CURRENT	10,989.94		1,503.80	12,493.74			12,493.74	20.78	%
DELINQUENT	1,233.63		946.11	2,179.74			2,179.74	365.47	1.00%
TOTAL	12,223.57		2,449.91	14,673.48			14,673.48	386.25	
<b>GRAND TOTAL</b>	<b>961,806.66</b>	<b>-</b>	<b>127,197.26</b>	<b>1,089,003.92</b>	<b>566.52</b>	<b>50.41</b>	<b>1,088,487.91</b>	<b>48,714.22</b>	

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

TOTAL COLLECTED	<u>1,137,710.29</u>		YR-TO-DATE % CURRENT COLLECTED:		
ROLLBACK TAXES	<u>                    </u>	COUNTY	<u>94.56%</u>	CITY - FROST	<u>87.47%</u>
TAX CERTIFICATES	<u>1,630.00</u>	COLLEGE	<u>94.45%</u>	CITY DAWSON	<u>87.67%</u>
HOT CK FEES	<u>                    </u>	RICE	<u>92.12%</u>	CITY-BL GROVE	<u>91.99%</u>
		KERENS	<u>88.37%</u>	NC ESD #1	<u>93.34%</u>
		CORSICANA	<u>95.53%</u>	B G ISD	<u>92.65%</u>
		BARRY	<u>88.99%</u>	DAWSON ISD	<u>93.95%</u>
		EMHOUSE	<u>74.11%</u>	RICE ISD	<u>93.41%</u>
		RICHLAND	<u>86.29%</u>	CORSICANA ISD	<u>95.37%</u>
		GOODLOW	<u>77.57%</u>	FROST ISD	<u>93.68%</u>

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH OF APRIL 2013

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	306,369.18	18,037.92	324,407.10	10.59	324,396.51	1,329.03
ROAD & BRIDGE	63,908.87	3,774.11	67,682.98	2.23	67,680.75	278.64
FLOOD CONTROL	5,354.87	314.70	5,669.57	0.18	5,669.39	23.17
<b>TOTAL</b>	<b>375,632.92</b>	<b>22,126.73</b>	<b>397,759.65</b>	<b>13.00</b>	<b>397,746.65</b>	<b>1,630.84</b>
<b>DELINQUENT TAXES</b>						
COUNTY	41,963.97	16,811.23	58,775.20	0.98	58,774.22	11,488.88
STATE	-	-	-	-	-	-
ROAD & BRIDGE	8,465.33	3,372.07	11,837.40	0.21	11,837.19	2,322.47
FLOOD CONTROL	710.34	284.90	995.24	0.02	995.22	194.34
<b>TOTAL</b>	<b>51,139.64</b>	<b>20,468.20</b>	<b>71,607.84</b>	<b>1.21</b>	<b>71,606.63</b>	<b>14,005.69</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	348,333.15	34,849.15	383,182.30	11.57	383,170.73	12,817.91
STATE	-	-	-	-	-	-
ROAD & BRIDGE	72,374.20	7,146.18	79,520.38	2.44	79,517.94	2,601.11
FLOOD CONTROL	6,065.21	599.60	6,664.81	0.20	6,664.61	217.51
<b>TOTAL</b>	<b>426,772.56</b>	<b>42,594.93</b>	<b>469,367.49</b>	<b>14.21</b>	<b>469,353.28</b>	<b>15,636.53</b>

COUNTY TAX REPORT  
Prepared by Gail Smith  
Navarro County Tax Office

# 14

505

In the name and by the authority of

# The State of Texas

## OATH OF OFFICE

I, RALPH BLOCK, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of COMMISSIONER OF NAVARRO COUNTY ESD #1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Ralph Block  
Affiant

SWORN TO and subscribed before me by affiant on this 13 day of MAY, 2013.

(Seal)

H.M. Davenport, Jr.  
Signature of Person Administering Oath  
H.M. DAVENPORT, Jr.  
Printed Name  
NAVARRO Co. Judge  
Title

#14

507

In the name and by the authority of

# The State of Texas


## OATH OF OFFICE

I, DAVID FOREMAN, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Commissioner of NAVARRO County ESD # 1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

  
Affiant

SWORN TO and subscribed before me by affiant on this 13 day of MAY, 2013.

(Seal)

  
Signature of Person Administering Oath  
H.M. DAVENPORT, Jr.  
Printed Name  
NAVARRO Co. Judge  
Title

#15

585



## Departmental Purchase Requisition

Company RANGER SECURITY DETECTORS Budget Number \_\_\_\_\_

Address 11900 MONTANA AVE. Request Date APRIL 24, 2013

City EL PASO, TX 79936 Phone Number \_\_\_\_\_

State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_ Fax Number \_\_\_\_\_

Country \_\_\_\_\_ Contact Name \_\_\_\_\_

Item No.	Description	Supplier	Quantity	Unit Cost	Amount	
	INTELLISCAN 33 ZONE		1	2,660.00	2,660.00	
	WHEEL CHAIR ACCESS 36" WIDE		1	320.00	320.00	
	WHEEL KIT		1	100.00	100.00	
	M1500 HANDHELD		4	85.00	340.00	
	9V BATTER & CHARGER KIT		4	18.00	72.00	
Comments					<b>Total</b>	<b>\$3,492.00</b>
<i>Vicki Army</i>						\$0.00
<i>Jill</i>						\$0.00
<i>Jakie Ireland</i>					Shipping Charge	
<i>David Beckman</i>					<b>Grand Total</b>	<b>\$0.00</b>

**Auditor Use Only**

Vendor No: \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

G/L Account No: \_\_\_\_\_

Auditor Approval: \_\_\_\_\_

Authorized By Elected/Appointed Official \_\_\_\_\_

Date \_\_\_\_\_

Return To: Navarro County Auditor's Office  
300 West 3rd Avenue, Suite 10  
Corsicana, TX 75110

# COPY





## Departmental Purchase Requisition

Company MAGNETIC LOCKS Budget Number JP SECURITY FUND  
Address \_\_\_\_\_ Request Date 05/08/2013  
City \_\_\_\_\_ Phone Number 800-730-3008  
State/Province FL Zip/Postal Code \_\_\_\_\_ Fax Number \_\_\_\_\_  
Country \_\_\_\_\_ Contact Name \_\_\_\_\_

Stock No.	Description	Supplier	Quantity	Unit Cost	Amount
	<b>SURFACE MOUNT DOUBLE DOOR MAGNETIC LOCK</b>	<b>MAGNETIC LOCKS</b>	<b>1</b>	<b>\$195.00</b>	<b>\$195.00</b>
	<b>1500MA POWER SUPPLY</b>	<b>" "</b>	<b>1</b>	<b>\$ 19.00</b>	<b>\$ 19.00</b>
Comments: <i>Justified</i> <i>BS</i>				<b>Total</b>	<b>\$214.00</b>
				Shipping Charge	
				<b>Grand Total</b>	

Authorized By Elected/Appointed Official

Date 05/08/2013

Return To: Navarro County Auditor's Office  
300 West 3rd Avenue, Suite 10  
Corsicana, TX 75110

Auditor Use Only

Vendor No: \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

G/L Account No: \_\_\_\_\_

Auditor Approval: \_\_\_\_\_

COPY

17

387

Navarro County, Texas  
Construction of New Bridge SE CR 1098  
Cheneyboro

RECEIVED

MAR 28 2013

NAVARRO COUNTY  
AUDITOR'S OFFICE

I. GENERAL REQUIREMENTS

**HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold Navarro County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Work, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Work. Certification of such coverage must be provided to the County upon commencement of this work.

**INVOICES & PAYMENTS:** Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice which cannot be verified by the contract price and/or is otherwise incorrect will be returned to the Contractor for correction. Under term contracts, when multiple deliveries and/or services are required, the Contractor may invoice following each delivery and the County will pay on invoice. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Navarro County Auditor's Office. Failure to provide this information may result in a delay in payments and/or back-up withholding as required by the Internal Revenue Service.

**PRICING:** Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails. Pricing is attached and agreed upon as Exhibit 1 attached hereto and incorporated herein by reference.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item.

**TAXES:** Navarro County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Navarro County claims exemption from all sales and/or

Navarro County, Texas  
Construction of new Bridge SE CR 1098  
Cheneyboro

use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Navarro County Auditor's Office.

**TERMINATION:** Navarro County reserves the right to terminate the contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

**TESTING:** Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

**WAIVER OF SUBROGATION:** Contractor and Contractors' insurance carrier waive any and all rights whatsoever with regard to subrogation against Navarro County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

**WARRANTIES:** Contractor shall furnish all data pertinent to warranties or guarantees which may apply. Contractor may not limit or exclude any implied warranties. Contractor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's expense. If Contractor fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's expense.

V. SPECIFICATIONS/RESPONSE PACKAGE

Neyland Bros Construction  
COMPANY SUBMITTING PROPOSAL FEDERAL ID NUMBER

3368 Fm 1147  
ADDRESS

Marathon TX 77865  
CITY, STATE, ZIP

Curtis Neyland Sr Owner  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

903-388-0611  
TELEPHONE NO. FAX NO.

e-mail.

[Signature]  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

4-23-2013  
DATE

RECONSTRUCTION OF BRIDGE:

SITE

SE CR 1098 Cheneyboro

SCOPE OF WORK:

The old wooden bridge is to be removed by contractor. A complete new bridge constructed of pipe columns, H beams, I beams, metal decking, rebar, steel wing walls and guardrails to be installed by contractor. Navarro County shall furnish the material.

Contractor is responsible for locating and marking utilities. Contractor is also responsible for barricading construction site to prevent accidents.

CONTRACTOR'S RESPONSE TO SPECIFICATIONS

COST TO PERFORM SCOPE OF WORK (\$) : 11,500

LIST OF ANY EXCLUSIONS OR FACTORS THAT MAY ALTER THE COST:

---



---



---

Navarro County, Texas  
Construction of new Bridge SE CR 1098  
Cheneyboro

CONTRACT PROPOSAL AFFIDAVIT

The undersigned certifies that the contract prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the Contractor agrees to furnish any and/or all items upon which prices are extended at the price(s) offered.

STATE OF TEXAS §  
COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared CURTIS NEYLAND JR., who, after being duly sworn, did depose and say: "I, Curtis Neyland Jr, am a duly authorized officer or agent for Neyland Bridge Corp, and have been authorized to execute the foregoing contract proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other contractors or other person or persons engaged in the same line of business. Further, I certify that the contractor is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials."

Name and Address of Contractor: Neyland Bridge Corp.  
Curtis Neyland Jr  
3368 Fm 1147 Marquez TX 79965  
Telephone: 409-398-0611

By: Curtis Neyland Jr Title: Owner  
(Type or Print Name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 26<sup>th</sup> day of March, 2013.

Melvin Barrilleaux  
Notary Public in and for the State of Texas



Navarro County, Texas  
Construction of new Bridge SE CR 1098  
Cheneyboro

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: Partis Construction Date Organized: 1952

Address: 3368 FM 1147 P.O. Box 27285 Date Incorporated: \_\_\_\_\_

Number of Years in contracting business under present name: 29

Contract on Hand:

Contact	Amount (\$)	Completion Date
<u>Henderson County</u>	<u>10000</u>	<u><del>10/13</del></u>
<u>Navarro County</u>	<u>49600.00</u>	<u>3-2013</u>

Type of work performed by your company: Bridge Construction

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
<u>Navarro County</u>	<u>49600.00</u>	<u>3-2013</u>

Major equipment available for this project: Pile Driver Back Hoe Welders

Navarro County, Texas  
Construction of new Bridge SE CR 1098  
Cheneyboro

VENDOR REFERENCES

Company: Nexbud Bridge

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE 1

Company Name: Navarro County

Address: \_\_\_\_\_

Contact Person/Title: Dick Mader Comm.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

REFERENCE 2

Company Name: Fuente County

Address: \_\_\_\_\_

Contact Person/Title: Clide Ridge Comm.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

REFERENCE 3

Company Name: Leon County

Address: \_\_\_\_\_

Contact Person/Title: Dean Stanford Comm.

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

Navarro County, Texas  
Construction of new Bridge SE CR 1098  
Cheneyboro

*Access to Work*

Navarro County, their consultants and other representatives and personnel of Navarro County, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

*Navarro County May Stop the Work*

If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents and Specifications, Navarro County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Navarro County to stop the Work shall not give rise to any duty on the part of Navarro County to exercise this right for the benefit of the Contractor, or any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

*Correction Period*

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents and Specifications) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or area made available for Contractor's use by Navarro County is found to be defective, Contractor shall promptly, without cost to Navarro County and in accordance with Navarro County's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Navarro County, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Navarro County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Navarro County may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.



394

Navarro County, Texas  
Construction of new Bridge SE CR 1098  
Cheneyboro

**MINIMUM INSURANCE REQUIREMENTS**

- The Contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Navarro County.
- The County reserves the right to require additional insurance should it be deemed necessary.

A. Workers' Compensation (with Waiver of subrogation to Navarro County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$1,000,000 each employee. Bodily Injury by Disease: \$1,000,000 policy limit \$1,000,000 each employee.

B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$1,000,000 each occurrence Limit Bodily Injury and Property Damage Combined  
\$2,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 Per Job  
Aggregate \$2,000,000 Personal and Advertising Injury Limit. Navarro County shall be named as "additional insured" on commercial general liability policy.

C. Automobile Liability Coverage:

\$1,000,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Navarro County shall be named as "additional insured" on automobile policy.

**Attach copies of current insurance coverage that meets or exceeds these requirements to this page and include in the response package.**

**Navarro County, Texas  
Construction of new Bridge SE CR 1098  
Cheneyboro**

This agreement is made in Corsicana, Navarro County, Texas, is performable in such County; and wherein venue shall lay. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of a dispute under this Agreement the Parties agree to pursue a remedy with mediation as defined by Texas Civil Practice and Remedies Code Chapter 154.

# 18

# Memo From I.T.

To: Commissioner's Court  
CC:  
From: Tommy Pryor  
Date: 4/25/2013  
Re: Certificate of Destruction of Salvaged Electronic Equipment

---

Please review and accept the letter and **Certificate of Destruction** from **STS Electronic Recycling** pertaining to the electronic equipment which was salvaged at an earlier meeting.

# STS Electronic Recycling®



522 County Road 1520

Jacksonville, TX 75766-9840

Phone: (903) 589-3705 Fax: (903) 589-3729

April 19, 2013

To Whom It May Concern:

Enclosed you will find a Certificate of Destruction certifying that all electronic equipment containing data that was picked up by STS Electronic Recycling from your location has been destroyed and all other electronic equipment has been processed.

We appreciate your business and look forward to serving you in the future for all your electronic recycling needs. Should you have any questions, please give us a call at (903) 589-3705.

Sincerely,

Brad Guidry, Chief Information Officer  
STS Electronic Recycling, Inc.

# *STS Electronic Recycling, Inc.*

## *Certificate of Destruction*

*Issued to*

*Navarro County*

*This is to certify that the electronic items received by STS Electronic Recycling, Inc. have been processed in accordance with Federal and State regulations. This certifies that all data has been erased or physically destroyed to National Institute of Standards and Technology (NIST) standards.*

*None of the received materials were sent to landfills.*

Date Received: 03/18/13

Date Processed/Destroyed: 04/05/13

Approved by: Brad Guidry, CIO, STS Electronic Recycling, Inc.

# 12

399

**COUNTY OF NAVARRO, TEXAS  
RESOLUTION**

**A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS ELECTING TO BECOME ELIGIBLE TO PARTICIPATE IN GRANTING TAX ABATEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the future economic viability Navarro County depends on the ability to attract new investment through the location of new industry and the expansion and modernization of existing business; and

**WHEREAS**, the creation and retention of job opportunities that result from new and retained economic development is a highly civic priority; and

**WHEREAS**, Navarro County must become and remain competitive with other localities across the nation and the expansion of their existing industrial base in the attraction of new commercial and industrial investment; and

**WHEREAS**, Chapter 312 of the Texas Tax Code requires that a taxing unit adopt a resolution stating that it elects to become eligible to participate in tax abatement; and

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

**SECTION 1.**

Navarro County elects to become eligible to participate in tax abatements and to create reinvestment zones, in accordance with Chapter 312 of the Texas Tax Code, and directs county staff to actively pursue economic development opportunities for Navarro County, Texas.

**SECTION 2.**

This resolution shall become effective upon passage.

**PASSED AND APPROVED ON THIS 13<sup>th</sup> DAY OF MAY, 2013.**



*[Handwritten Signature]*  
\_\_\_\_\_  
H.M. Davenport, Jr., County Judge

*[Handwritten Signature]*  
\_\_\_\_\_  
Sherry Dowd, County Clerk

**NAVARRO COUNTY  
COMMISSIONERS COURT  
BRIEFING SHEET**

**DATE:** May 13, 2013

**SUBJECT:** Resolutions 1 and 2

- 1. Resolution Electing to Become Eligible to Participate in Granting Tax Abatements, and Establishing an Effective Date**
  
- 2. Resolution Reestablishing the Current Tax Abatement Policy Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created by Navarro County, Texas or Other Authorized Taxing Jurisdiction; and Establishing an Effective Date**

**Comments:** Pursuant to Section 312 of the Texas Property Tax Code for Granting Tax Abatement in Reinvestment Zones previously adopted by the County of Navarro, Texas.

Therefore, pursuant to Section 312 of the Texas Property Tax Code, Navarro County must reelect to become eligible to participate in granting tax abatements and Navarro County must reestablish its Tax Abatement Policy Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones stating that the County has the authority to designate certain area(s) as a reinvestment zone(s).

**Recommendation:**

- 1. Approve the Resolution electing to become eligible to participate in granting tax abatements; and establishing an effective date.
  
- 2. Approve the Resolution Reestablishing the Current Tax Abatement Guidelines, Criteria, and Policy for Granting Tax Abatement in Reinvestment Zones created by Navarro County, Texas, or other authorized taxing jurisdiction; and establishing an effective date.

23

**COUNTY OF NAVARRO, TEXAS  
RESOLUTION**

**A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS REESTABLISHING THE CURRENT TAX ABATEMENT GUIDELINES, CRITERIA AND POLICY FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED BY NAVARRO COUNTY, TEXAS OR OTHER AUTHORIZED TAXING JURISDICTION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Navarro County has adopted a resolution stating that it elects to participate in tax abatements; and

**WHEREAS**, Chapter 312 of the Texas Tax Code requires cities, which elect to participate in tax abatement programs, to establish guidelines and criteria governing the designation of reinvestment zones and tax abatement programs prior to granting any future tax abatement; and

**WHEREAS**, to assure a common coordinated effort to promote economic development within Navarro County, the Guidelines and Criteria should be adopted; and

**WHEREAS**, any tax incentives offered by Navarro County should be limited to those companies that create new wealth within Navarro County; and

**WHEREAS**, Navarro County reestablishes the previous Tax Abatement Policy approved and adopted on January 10, 2010.

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


**SECTION 1.**

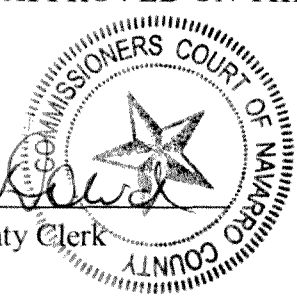
The Tax Abatement Guidelines, Criteria and Policy for Navarro County, Texas attached hereto as Exhibit "A" is hereby reestablished as the guidelines and criteria governing tax abatement in Navarro County. The Tax Abatement Guidelines, Criteria and policy shall be effective for two (2) years from the date of this resolution, and may be amended or repealed by a vote of 3/4<sup>th</sup> of the members of the Commissioners Court.

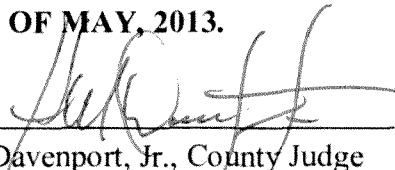
**SECTION 2.**

This resolution shall become effective upon passage.

**PASSED AND APPROVED ON THIS 13<sup>th</sup> DAY OF MAY, 2013.**

  
Sherry Dowd, County Clerk



  
H.M. Davenport, Jr., County Judge



## EXHIBIT A

### TAX ABATEMENT GUIDELINES, CRITERIA AND POLICY COUNTY OF NAVARRO, TEXAS

#### SECTION 1. AUTHORITY, PURPOSE AND OBJECTIVES

- 1.01 Pursuant to Chapter 312 of the Texas Property Tax Code, the County of Navarro, Texas (hereinafter referred to as "County") is authorized to designate Reinvestment Zones and to enter into tax abatement agreements in areas of the County that do not include areas that are in the taxing jurisdiction of a municipality. With regard to properties located in Reinvestment Zones for which a municipality has given tax abatement incentives, the County may likewise enter into tax abatement agreements
- 1.02 Section 312.002 of the Texas Property Tax Code requires that the County establish guidelines and criteria governing tax abatement agreements. These guidelines and criteria are for the purpose of promoting the efficient and reasonably consistent administration of tax abatement incentives. These guidelines are effective for two (2) years from the date adopted by the Navarro County Commissioner's Court (hereinafter referred to as "Commissioner's Court").
- 1.03 These guidelines and criteria, and the procedures established herein, do not:
- a. Limit the discretion of the Commissioner's Court to decide whether to enter into a specific tax abatement agreement,
  - b. Limit the discretion of the Commissioner's Court to delegate to its employees the authority to determine whether or not the Commissioner's Court should consider a particular application or request for tax abatement, and
  - c. Create any property right, contract right or other legal right to any person, or firm, or corporation to have the Commissioner's Court consider or grant a specific application or a specific request for tax abatement.
- 1.04 The County is committed to the promotion of quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the County will, on a case-by-case basis, and within its sole discretion, give consideration to providing tax abatement as stimulation for economic development in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines, criteria and procedures outlined in this document. Nothing herein shall imply or suggest that the County is under any obligation to provide any incentive to any applicant. All applicants shall be considered on a case-by-case basis.

#### SECTION 2. DEFINITIONS

- 2.01 "**Abatement**" means the full or partial exemption from ad valorem taxes of certain real property values and/or tangible personal property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

- 2.02 **“Agreement”** means a contractual agreement between a property owner and/or lessee and the County.
- 2.03 **“Base Year”** means the calendar year in which the abatement contract is executed (signed).
- 2.04 **“Base Year Value”** means the assessed value of eligible property January 1 preceding the execution of the agreement plus the value of eligible property improvements and Tangible Personal Property made after January 1, but before the execution of the Agreement, and which property is owned by the owner, co-owner, and/or its parent companies, subsidiaries, partners, co-venturers, or any entity exercising control over the owner or subject to control by the owner.
- 2.05 **“Deferred Maintenance”** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.
- 2.06 **“Eligible Facilities”** or **“Eligible Projects”** means new, expanded or modernized buildings and structures, tangible personal property as defined in the Texas Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the County, including facilities which are intended primarily to provide goods and/or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.
- 2.07 **“Expansion”** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity; and/or, a property previously undeveloped which is placed into service by means other than expansion or modernization.
- 2.08 **“Modernization”** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.
- 2.09 **“New Facility”** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.
- 2.10 **“Productive Life”** means the number of years a property improvement is expected to be in service in a facility.
- 2.11 **“Tangible Personal Property”** means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment or enterprise zone at any time before the period covered by the agreement with the County.

**SECTION 3. REINVESTMENT ZONE DESIGNATION**

- 3.01 A Reinvestment Zone may only be designated in accordance with Subchapter C of Chapter 312 of the Texas Property Tax Code, as amended. The procedures set forth in this section apply to County created reinvestment zones.
- 3.02 A Reinvestment Zone under § 312.401 of the Texas Property Tax Code may only be designated by the Commissioner’s Court, in an area of the County that does not include an area within the taxing jurisdiction of a municipality.
- 3.03 An area may be designated as a Reinvestment Zone if the Commissioner’s Court, after a public hearing on the proposed designation, finds that the designation would contribute to the retention or expansion of primary employment within the County or would attract major investment in the Reinvestment Zone and would contribute to the economic development of the County.
- 3.04 A public hearing on the proposed Reinvestment Zone designation must be held prior to the findings and action of the Commissioner’s Court on the proposal. At this hearing, all interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh (7<sup>th</sup>) day before the date of the public hearing, notice of the public hearing shall be: (1) published in a notice at least three times in a newspaper having general circulation in the County, and (2) delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the Reinvestment Zone. The public hearing must also be posted as an agenda item on the Commissioner’s Court agenda to comply with the Tax Code and the Texas Open Meetings Act.
- 3.05 A delivered notice made under subsection 3.04 in the paragraph above is presumed to be delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.
- 3.06 If the Commissioner’s Court finds that designation of the area as a Reinvestment Zone is proper, such proposed designation shall be put to a vote of the Commissioner’s Court, and will pass if a majority of the members of the Commissioner’s Court in attendance vote to approve the designation.
- 3.07 The order of the Commissioner’s Court designating the area as a Reinvestment Zone shall contain a description of the precise boundaries of the Zone.
- 3.08 The designation of the Reinvestment Zone may be for a period of up to five (5) years. No designation shall exceed five (5) years, and may be for a shorter period at the discretion of the Commissioners. The designation shall automatically expire five (5) years after the date of the designation unless renewed by the Commissioner’s Court for subsequent periods not to exceed five (5) years each.
- 3.09 Property eligible for tax abatement may be located both in a Reinvestment Zone designated by the County and in a Reinvestment Zone designated by a municipality.

- 3.10 Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act (Chapter 2303, Government Code) constitutes designation of the area as a Reinvestment Zone without further hearing or other procedural requirements other than those set out in the Texas Enterprise Zone Act.
- 3.11 Section 312.204(b) of the Texas Property Tax Code requires that the agreements made with the owners of property in a reinvestment zone contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption

#### **SECTION 4. ABATEMENT AUTHORIZED**

- 4.01 Tax Abatement is authorized, subject to the approval of the Commissioner's Court and execution of a lawful tax abatement agreement, for properties located within a Reinvestment Zone designated by the Commissioner's Court, or for properties located within a municipal reinvestment zone.
- 4.02 Authorized Facilities: Tax abatement may be granted for new facilities and for expansion or modernization of existing facilities. The Productive Life of a facility or improvements must exceed the life of the tax abatement agreement.
- 4.03 Eligible Property: Tax abatement may be granted for Eligible Facilities or Projects and increased value to real property or tangible personal property to the extent allowed by state law.
- 4.04 Value of Abatement: Eligible Facilities may be granted abatement on all or a portion of the increased value of eligible property over the Base Year for a period to be determined by the Commissioner's Court. Taxes may be abated for real property or improvements, to the extent that the value of the real property exceeds the value for the Base Year. Taxes on eligible Tangible Personal Property may be abated to the extent of additions, but cannot be abated for Tangible Personal Property located on the real property at any time before the period covered by the tax abatement agreement..

#### **SECTION 5. CRITERIA FOR TAX ABATEMENT**

- 5.01 The following threshold criteria shall be used to determine whether any tax abatement incentives shall be considered:
- a. An investment of at least one million dollars (\$1,000,000.00) in property improvements or in personal property must be made, not including purchase price of the land.
  - b. The project must obtain all required local, state and federal permits and meet all relevant planning and zoning and other regulatory requirements as applicable.
- 5.02 In addition to the minimum requirements stated above, the following criteria shall be considered by the County in its sole discretion prior to granting any economic development incentive:

- a. Is the project consistent with the preferred development or redevelopment of the County?
- b. What types and cost of public improvements and services (roads, bridges, etc.) will be required of the County? What types and values of public improvements, if any, will be made by the applicant?
- c. What impact will the project have on the local consumer and business communities?
- d. How many full time jobs directly and indirectly are created by the Company?

### **SECTION 6. DISCRETION OF THE COUNTY**

- 6.01 It is the policy of the County to customize offers of economic development incentives on a case-by-case basis. The individualized design of a total incentive package is intended to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the County to better respond to the changing needs of the community.
- 6.02 The criteria outlined in Section 5 above, and other relevant criteria as applicable, will be used to determine whether it is in the best interest of the County to provide any economic development incentives to a particular applicant. The degree to which the specified project furthers goals and objectives of the County and the relative impact of the specified project will be used by the County in its sole discretion to determine the total value of the incentives provided. As a general rule, no tax abatement will be provided to any applicant in an amount exceeding the value of the following:
- a. No incentive shall be provided which abates taxes on real property or personal property by more than five hundred percent (500%) over ten (10) years of the specific project (i.e. 50% level of abatement for a term of 10 years).
  - b. An Eligible Project located within the boundaries of County that meets all tax abatement criteria stated herein may be eligible for, but not entitled to, the maximum tax abatement.

### **SECTION 7. APPLICATION PROCEDURES AND PROCESS**

- 7.01 Any developer desiring that County consider providing economic development incentives to encourage location of an Eligible Project within the County shall be required to comply with the following application procedures and process. However, nothing within these guidelines shall imply or suggest that the County is under any obligation to provide any incentive to any applicant.
- 7.02 Applicant shall file an application for tax abatement with the County Judge which shall include at least the following information to be considered, if applicable, in the determination whether to grant tax abatement.
- a. A cover letter on Company letterhead addressed to the County Judge from the Company signed by a corporate officer requesting tax abatement consideration by the Commissioner's Court.

- b. A survey plat showing the precise location of the property, all roadways proximate to the site, and all existing zoning (as applicable) and land uses proximate to the site.
- c. A metes and bounds legal description of the property considered for designation as a reinvestment zone.
- d. A completed *Application for Industrial Tax Abatement* consisting of the following data and information:
  - 1. Date of application;
  - 2. Name of firm, partnership, or corporation and mailing address;
    - (a) Previous tax abatement received from Navarro County (Yes/No);
    - (b) If previous abatement has been received, date it was received;
  - 3. Number of new full time (40 hour work week) employees to be added;
  - 4. Number of acres of property to be developed
    - (a) Plat of property and development or site plan attachment (Yes/No);
  - 5. Estimated value of existing real property to be developed;
  - 6. Estimated value of real property improvements;
  - 7. Estimated value of existing inventory;
  - 8. Estimated value of inventory to be added;
  - 9. Estimated value of existing personal property;
  - 10. Estimated value of taxable personal property improvements;
  - 11. Total estimated value of taxable investment to be made;
  - 12. Description of public services for project development and new facilities and/or services required;
  - 13. Development schedule for all improvements;
  - 14. Estimate impact on the local school district(s);
  - 15. Expected benefit to the local economy;

- 16. Estimated annual payroll of new employees;
  - 17. Description or product to manufactured or distributed;
  - 18. Expected Productive Life of all real property improvements;
  - 19. Identification and quantity of all pollutants and emissions;
  - 20. Certification of no materially adverse environmental impact as a result of the improvements and operations;
  - 21. Certification that project is compliant with relevant zoning requirements;
  - 22. Declaration by company official with signature that all information provided is correct.
  - 23. Reasonable proof of financial ability.
  - 24. References from past communities, if applicable.
- e. An environmental compliance letter addressed to the Navarro County Judge written on company letterhead and signed by a company official confirming that the proposed project will fully comply with all requirements and regulations from the U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, and all local, state and federal environmental requirements, regulations, and codes.

**SECTION 8. ABATEMENT AGREEMENT**

- 8.01 Not later than the seventh (7<sup>th</sup>) day before the date on which the County enters into the tax abatement agreement (Agreement), the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the Agreement. The notice shall include a copy of the prepared Agreement.
- 8.02 The County shall formally pass a resolution authorizing the execution of an agreement with the owner (hereinafter referred to as Company). The Agreement shall contain at least:
- a. The Base Year Value;
  - b. The percent of value to be abated each year;
  - c. The commencement date and the termination date of abatement;
  - d. The proposed use of the facility, property survey and property description, and list of property improvements;

- e. Contractual obligations in the event of default;
- f. A provision for access to and authorization for inspection of the property by County employees to make certain the improvements or repairs are being made according to the specifications and conditions of the agreement;
- g. The limitations on the uses of the property consistent with the general purpose of encouraging development and/or redevelopment of the zone during the period that property tax exemptions are in effect;
- h. A provision for recapturing property tax revenue lost as a result of the agreement in accordance with Section 9;
- i. A provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors be encouraged to seek qualified workers through the Texas Workforce Commission;
- j. Each and every term and condition agreed to by the County and the Company;
- k. A requirement that the Company certify annually to governing body of each taxing unit granting tax abatement is in compliance with applicable terms and conditions of the agreement; and
- l. All terms required by Texas Property Tax Code § 312.205, as amended, and any other terms deemed appropriate by the Commissioner's Court.

#### **SECTION 9. RECAPTURE OF TAXES AND TERMINATION OF AGREEMENT**

- 9.01 The Commissioners Court shall have the authority to require recapture of all taxes abated in the event the Company violates any term or condition of the Agreement.
- 9.02 In the event that the facility is completed and begins operation as required by the Agreement, but during the term of the Agreement subsequently discontinues such operation, or fails to maintain property values as required by the Agreement, for any reason excepting fire, explosion, or other casualty or accident or natural disaster, then the agreement may terminate and all taxes previously abated by virtue of the Agreement shall be recaptured and paid to the County within sixty (60) days of the termination.
- 9.03 This Agreement may be terminated and all taxes previously abated by virtue of the agreement may be recaptured and paid within sixty (60) days of the termination if the company or individual:
  - a. allows its ad valorem taxes owed the County or other affected jurisdiction to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
  - b. fails to make improvements or repairs as provided in the agreement.



9.04 Should the County determine that the Company or individual is in default according to the terms and conditions of the abatement agreement, the County shall notify the company or individual, in writing, at the address stated in the agreement, and if such non-compliance is not resolved within sixty (60) days from the date of such notice, then the agreement shall be terminated.

**SECTION 10. AMENDMENTS TO THESE GUIDELINES AND CRITERIA**

The guidelines and criteria adopted herein shall not be amended or repealed except by three-fourths (3/4<sup>ths</sup>) vote of the Commissioner's Court.

**SECTION 11. EFFECTIVE DATE**

These guidelines and criteria adopted herein shall be effective from the date of passage and remain effective for two (2) years from such date of adoption, unless otherwise repealed or amended by a three-fourths (3/4<sup>ths</sup>) vote of the Navarro County Commissioner's Court.

**PASSED and APPROVED** on this the 13<sup>th</sup> day of **May, 2013.**



*[Handwritten Signature]*  
\_\_\_\_\_  
H.M. Davenport, Jr., County Judge

**ATTEST:**

*[Handwritten Signature]*  
\_\_\_\_\_  
Sherry Dowd, County Clerk

### 2013 APPLICATION FOR INDUSTRIAL TAX ABATEMENT

Instructions: Please print or type. Submit the completed and signed original copy of the 2013 Application for Industrial Tax Abatement with attachments to: The County of Navarro Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110

1. Date

2. Name of Firm, Partnership or Corporation and mailing address

Please print or type:

2a. Have you received a previous tax abatement from Navarro County?  (YES/ NO)

2b. If yes, when?

3. Number of new full time employees to be added -----   
*(\*A minimum of 20 new, full-time [e.g. 40 hours/week] jobs are required.)*

4. Number of acres of property to be developed -----

4a. Plat of Property and Development or Site Plan attached? -----  (YES/ NO)  
*(Official Property Survey with metes and bounds required)*

5. Estimated value of existing real property to be developed ----- \$

6. Estimated value of real property improvements ----- \$   
*(A minimum \$1,000,000.00 investment required)*

7. Estimated value of existing inventory ----- \$

8. Estimated value of inventory to be added ----- \$

9. Estimated value of existing personal property ----- \$

10. Estimated value of taxable personal property improvements ----- \$

11. Total estimated value of taxable investment to be made (Total of Items # 5, 6, 8 & 10) \$

12. Description of real property improvements to be made:

12. Description of Public Services available for project development and new facilities and / or services required.

Water:	<input type="text"/>
Wastewater:	<input type="text"/>
Railways:	<input type="text"/>
Natural Gas:	<input type="text"/>
Electricity:	<input type="text"/>

13. One Year Development Schedule for all improvements.

1st Quarter:	<input type="text"/>
2nd Quarter:	<input type="text"/>
3rd Quarter:	<input type="text"/>
4th Quarter:	<input type="text"/>

\* Qualification for pro-rating new employees is determined on a case-by-case basis.

### 2013 APPLICATION FOR INDUSTRIAL TAX ABATEMENT (Page 2)

14. Expected impact on the \_\_\_\_\_ Independent School District.

15. Expected benefit to the local economy.

16. Estimated annual payroll of new employees.

17. Description of product to be manufactured or distributed.

18. Expected life of all real property improvements.

19. Identification of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	
NOISE:	
SOLID WASTE:	
WASTEWATER:	

20. Certification of no materially adverse environmental impact as a result of the improvement and subsequent operations.

21. Project in compliance with relevant zoning requirements.

22. Reasonable proof of financial ability.

23. References from past communities, if applicable.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.

**sign  
here >**

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Submitted By (Please Print)	
Name:	
Title:	
Date:	

Received by the County of Navarro	
Name:	
Title:	
Date:	

*For assistance in completing this form call the County of Navarro, Texas - 903.654.4806. An Equal Opportunity Employer.*

#25

# Estimated PROPOSAL

## Navarro County Relocation

Submitted by

The logo for Technology Team, LLC features a stylized 'T' composed of horizontal bars of varying lengths, followed by the text 'Technology Team, LLC' in a bold, italicized sans-serif font.

**Technology Team, LLC™**

**Confidential and Proprietary Information**

**Complete Court House Asset Inventory**

**May 2013**

**Completion  
July 15, 2013**

Described below is the general outline of events that will be needed to be addressed for a successful relocation for the Court House to the Mall location. All items in this outline are priced for budgetary purposes only. The consulting services are projected for work completed up to July 15, 2013. Upon completion of the inventory of assets, move numbers will become much clearer and more accurate for the move bid process.

This bid also works under the assumption that the County will make all information, internal and external locations assessable when needed in a twenty four (24) hour window and stakeholders are accessible.

Also requested is a "one" contact person be assigned to this project and weekly updates given to the Commissioners Court and any other individual(s) deemed necessary by the Commissioners Court.

### **1. Data Base creation**

1. Development of information to be used for move calculations
2. Development of information to be used for budget move cost per department
3. Develop of cost for annex movement budget

### **2. Storage Requirements**

1. Long Term (3 years) not used
2. Long Term (3 years) active
3. Active historical records

### **3. Recycling Program**

1. Old and unused equipment
2. Old and unused furniture

### **4. Identification offsite storage area**

1. Estimated square footage for each areas of storage needs listed above

### **5. Departmental criteria**

1. Ownership of assets are defined
2. User of assets are defined

### **6. Inventory of Assets**

1. I.T equipment (servers, PC's, printers, scanners, etc.)
2. Desks
3. Files (active & passive)
4. Other furniture (chairs, bookcases,
5. Wall fixtures (paintings, wall boards, cork boards, etc.)
6. Historic memorabilia
7. Working historical records
8. Misc. equipment (switches, appliances, phones, etc.)
9. Unidentified equipment (in place but no known owner)
10. Recyclable assets for disposal
11. Un-recyclable assets for disposal

Cost and Terms

Estimated time frame for project to be daytime Monday thru Friday, within normal business hours 8:00AM to 5:00PM. Project completion schedule is July 15, 2013 unless encumbered hindrances require this timeline to be moved to a later date.

This bid also works under the assumption that the County will make all information, internal and external locations assessable when needed in a twenty four (24) hour window and stakeholders are accessible.

Also requested is a "one" contact person be assigned to this project and weekly updates given to the Commissioners Court and any other individual(s) deemed necessary by the Commissioners Court.

Complete Court House Physical Inventory.....\$4,500.00

*\*All information placed on this quote is confidential and may not be distributed outside the premises of Navarro County government.*

*We require 50% down payment at inception of work.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Insurance Group 428 Harwood Road  Bedford TX 76021	CONTACT NAME: Cindy Akin
	PHONE (A/C. No. Excl): (817) 268-1680 FAX (A/C. No.): (817) 268-3108 E-MAIL ADDRESS: cindya@tig.net
INSURED Technology Team, LLC 1120 South Freeway # 215  Fort Worth TX 76104	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Casualty Ins. Company
	INSURER B: The Phoenix Insurance
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER Master 2012-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. ITR	TYPE OF INSURANCE	ADDL. INSR.	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			PACPS762N360	6/2/2012	6/2/2013	EACH OCCURRENCE \$ 2,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000			
	GENL AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 4,000,000
										PRODUCTS - COMP/OP AGG \$ 4,000,000
										\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$			
							\$			
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	EXCESS LIAB						AGGREGATE \$			
	DED	RETENTION \$					\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC5769N766	6/2/2012	6/2/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

\*\*\* For Insurance Verification \*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Tarin/EVC

# Estimated PROPOSAL

## Navarro County Relocation

Submitted by

**T**   
**Technology Team, LLC™**

**Confidential and Proprietary Information**

**High Level IT consulting for smooth transition**

**May 2013**

**Completion  
July 1, 2013**



Described below is the general outline of events that will be needed to be addressed for a successful relocation for the Court House to the Mall location. All items in this outline are priced for budgetary purposes only. The consulting services are projected for work completed up to July 1, 2013. Upon completion of the Assessment and fact finding phase, the numbers will become much clearer and more accurate.

This bid also works under the assumption that the County will make all information, internal and external locations assessable when needed in a twenty four (24) hour window and stakeholders are accessible.

Also requested is a "one" contact person be assigned to this project and weekly updates given to the Commissioners Court and any other individual(s) deemed necessary by the Commissioners Court.

**1. Assessment and Risk Management**

- a. Design of network incorporating the three locations
- b. Topology Mapping Assessment of Court House, Sherriff and Mall dependencies
- c. Cabling activity outside Courthouse

**2. Technical Consulting – Project Management**

- a. Exposing and clarification of "tribal" knowledge.

**3. Infrastructure Readiness**

- a. Design of wan/lan
- b. Timetable and sequencing of events

**4. Master planning**

- a. Create schedule of events
- b. Stakeholders event engagement to master plan

**5. Identification of master process**

- a. Decommission, commission of equipment identification
- b. Maintenance contracts requirements – Vendor management
- c. Insurance requirements for all vendors

**6. Assessment of project for downtime measurement issues**

- a. Defining critical areas for connectivity 24/7
- b. Defilement of critical areas for downtime less than twenty four (24) hours
- c. Define the remainder areas downtown thresholds.

Cost and Terms

Estimated time frame for project to be daytime Monday thru Friday, within normal business hours 8:00AM to 5:00PM. Project completion schedule is July 1, 2013 unless encumbered hindrances require this timeline to be moved to a later date.

High Level IT consulting for smooth transition.....\$24,460.00

*\*All information placed on this quote is confidential and may not be distributed outside the premises of Navarro County government.*

*We require 50% down payment at inception of work.*



# CERTIFICATE OF LIABILITY INSURANCE

420

DATE (MM/DD/YYYY)  
6/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Insurance Group 428 Harwood Road  Bedford TX 76021	CONTACT NAME: Cindy Akin
	PHONE (A/C, No., Ext.): (817) 268-1680 E-MAIL ADDRESS: cindya@tig.net
INSURED Technology Team, LLC 1120 South Freeway # 215  Fort Worth TX 76104	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Casualty Ins. Company
	INSURER B: The Phoenix Insurance
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: Master 2012-13 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		FACP5762N360	6/2/2012	6/2/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC5769N766	6/2/2012	6/2/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER  *** For Insurance Verification ***	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  William Tarin/EVC <i>William G. Tarin</i>

## ANTIQUITIES PERMIT COMPLETION REPORT FORM HISTORIC BUILDINGS AND STRUCTURES

When work is done to a historic building or structure, recording changes as they take place allows the structure's evolution to be fully documented for future study. To that end, the Rules of Practice and Procedure for the Antiquities Code of Texas (13 Tex. Admin. Code § 26.25) require project completion reports for all historic structures permits, with the exception of new construction permits.

The completion report has two parts: written documentation and a photographic record. Photographic documentation is an important part of the record of project work. Photographs must be taken before construction begins, during construction, and after the completion of construction. Each photographic view -- before, during, and after construction -- should be of the same area to clearly illustrate the project work as it progresses.

- Photographs should be 4" x 6" color prints or larger. Photographs must be in-focus and clear; images that are out-of-focus, underexposed (too dark), overexposed (too light), or pixilated are not acceptable documentation.
- Photographs may be taken with a 35mm or digital camera. Digital prints must be equivalent in quality and clarity to prints from 35mm negatives. Digital photographs should have a resolution of at least 300 ppi (pixels per inch) with an image size of at least 1600 x 1200 pixels.
- Digital photographs may be printed on an inkjet or laser printer and must be printed on high-quality paper intended for digital photographs. Photographs should not be submitted on plain paper. Acid-free archival papers and inks are preferred but not required. High-quality color photocopies of photographs are acceptable documentation. Black-and-white photocopies of photographs are not acceptable documentation.
- Photographs must be clearly labeled on the back of each print, corresponding to a photographic index listing each photograph and its location relative to the structure. A plan key indicating the location and direction of each image taken may also be submitted in conjunction with the photographic index. Digital photographs may either be clearly labeled on the back of each print or composed and labeled on 8 ½" x 11" sheets using desktop software.

**The completion report should be prepared at the close of the project and must be submitted prior to expiration of the historic structures permit. You may use this form to prepare the completion report, or provide equivalent documentation in a different format. Submit one (1) unbound copy of the completion report form with one (1) set of photographic documentation to the Texas Historical Commission Division of Architecture at the mailing address below.**

Texas Historical Commission  
Division of Architecture  
P.O. Box 12276  
Austin, TX 78711-2276  
512.463.6094  
fax 512.463.6095  
architecture@thc.state.tx.us



TEXAS HISTORICAL COMMISSION  
*real places telling real stories*

[www.thc.state.tx.us](http://www.thc.state.tx.us)

421A

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT COMPLETION REPORT FORM  
HISTORIC BUILDINGS AND STRUCTURES

GENERAL PROJECT INFORMATION

Please complete the following. Attach lists of additional project personnel in these categories, if necessary.

<b>1. Project Information</b>		
PROJECT NAME	DATE OF REPORT	ANTIQUITIES PERMIT NUMBER
PROJECT START DATE	PROJECT END DATE	

<b>2. Property Name and Location</b>		
NAME OF BUILDING OR STRUCTURE		
ADDRESS	CITY	COUNTY

<b>3. Owner of Building or Structure</b>		
NAME	TITLE	ORGANIZATION
ADDRESS	CITY	STATE ZIP CODE
PHONE	EMAIL	

<b>4. Lessee of Building or Structure (if applicable)</b>		
NAME	TITLE	ORGANIZATION
ADDRESS	CITY	STATE ZIP CODE
PHONE	EMAIL	

<b>5. Project Professional: Architect</b>		
NAME	TITLE	ORGANIZATION
ADDRESS	CITY	STATE ZIP CODE
PHONE	EMAIL	

<b>6. Project Professional: Engineer</b>		
NAME	TITLE	ORGANIZATION
ADDRESS	CITY	STATE ZIP CODE
PHONE	EMAIL	

<b>7. Contractor</b>		
NAME	TITLE	ORGANIZATION
ADDRESS	CITY	STATE ZIP CODE
PHONE	EMAIL	

**ANTIQUITIES PERMIT COMPLETION REPORT FORM FOR HISTORIC BUILDINGS AND STRUCTURES, CONT.**

PROJECT NAME:

ANTIQUITIES PERMIT NUMBER:

<b>8. Consultant</b>			
NAME	TITLE	ORGANIZATION	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

<b>9. Additional Personnel</b>			
NAME	TITLE	ORGANIZATION	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

**10. General description of the work****11. Description of anticipated future work, if any****12. Scope of work (Please list categories of work with corresponding costs.)****13. Description of any special products, materials, or building techniques used****14. Description of the anticipated use of the property upon completion of the work****PHOTOGRAPHIC RECORD**

Please attach one (1) set of photographic prints, labeled with an index, of the condition before, during, and after the project. See more detailed instructions on the cover sheet.

4  
28

April 17, 2013

The Honorable H.M. Davenport  
County Judge  
Navarro County  
300 W. Third Ave., Suite 10  
Corsicana, Texas 75110-4672

Dear Judge Davenport:

I am pleased to inform you that Navarro County has earned a 2013 Gold Leadership Circle Award. Your application scored 16 points of 20 possible on our ratings criteria to earn this award.

Your listing on our "Texas Transparency" website now displays the Gold seal to indicate that you have received this award. Enclosed is your copy of a Leadership Circle Award Certificate. You will also receive a digital seal that you may post on your website.

Congratulations on your success in moving forward on financial transparency and joining our Leadership Circle.

Sincerely,

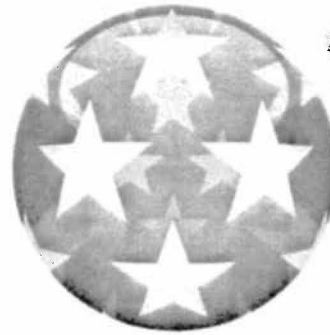


Susan Combs

Enclosure



424



# Texas Comptroller Leadership Circle Gold Member

awarded to

## Navarro County

For setting the bar for financial transparency and opening your books to the public.

The Texas Comptroller's Leadership Circle program recognizes local governments across Texas that are striving to meet a high financial transparency online. By providing citizens with a clear, consistent picture of spending and sharing information in a user-friendly format, you are setting a strong example for other governmental entities to follow.

April 8, 2013

A handwritten signature in black ink, reading 'Susan Combs'. The signature is written in a cursive style and is positioned at the bottom right of the certificate.



#29

425

Form **8038-G**  
(Rev. September 2011)  
Department of the Treasury  
Internal Revenue Service

### Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

#### Part I Reporting Authority If Amended Return, check here

1 Issuer's name <b>Navarro County</b>		2 Issuer's employer identification number (EIN) <b>75-6001092</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>300 West 3rd Ave</b>		Room/suite <b>10</b>	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Corsicana, Tx 75110</b>		7 Date of issue <b>9-24-12</b>	
8 Name of issue <b>Grader lease purchase, Pct #1</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>H.M. Davenport, Jr., County Judge</b>		10b Telephone number of officer or other employee shown on 10a <b>903-654-3025</b>	

#### Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <b>Prct 1 Grader Lease Purchase</b>	18	<b>190,194</b>	<b>00</b>
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

#### Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9-24-15	\$ <b>190,194.00</b>	\$ <b>na</b>	<b>6</b> years	<b>2.71</b> %

#### Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

#### Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

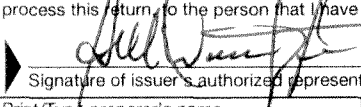
For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC		
<b>c</b>	Enter the name of the GIC provider		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation		
<b>d</b>	Enter the name of the issuer of the master pool obligation		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider		
<b>c</b>	Type of hedge		
<b>d</b>	Term of hedge		
<b>42</b>	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement		
<b>b</b>	Enter the date the official intent was adopted		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		Date <b>5-13-13</b>		<b>H.M. Davenport Jr., County Judge</b>
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name	Firm's EIN		
	Firm's address	Phone no.		

REVISED May 6, 2013

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT  
LEASE NO.

Dated September 24, 2012 Between Welch State Bank as Lessor and Navarro County as Lessee.

RENTAL PAYMENT SCHEDULE


Rate: 2.71 %

	Date	Payment	Interest	Principal	Balance
Loan	05/06/2013				154,475.90
1	05/24/2013	2,325.78	207.13	2,118.65	152,357.25
2	06/24/2013	2,325.78	351.84	1,973.94	150,383.31
3	07/24/2013	2,325.78	336.08	1,989.70	148,393.61
4	08/24/2013	2,325.78	342.68	1,983.10	146,410.51
5	09/24/2013	2,325.78	338.10	1,987.68	144,422.83
6	10/24/2013	2,325.78	322.76	2,003.02	142,419.81
7	11/24/2013	2,325.78	328.89	1,996.89	140,422.92
8	12/24/2013	2,325.78	313.82	2,011.96	138,410.96
2013 Totals		18,606.24	2,541.30	16,064.94	
9	01/24/2014	2,325.78	319.63	2,006.15	136,404.81
10	02/24/2014	2,325.78	315.00	2,010.78	134,394.03
11	03/24/2014	2,325.78	280.32	2,045.46	132,348.57
12	04/24/2014	2,325.78	305.63	2,020.15	130,328.42
13	05/24/2014	2,325.78	291.26	2,034.52	128,293.90
14	06/24/2014	2,325.78	296.27	2,029.51	126,264.39
15	07/24/2014	2,325.78	282.17	2,043.61	124,220.78
16	08/24/2014	2,325.78	286.86	2,038.92	122,181.86
17	09/24/2014	2,325.78	282.15	2,043.63	120,138.23
18	10/24/2014	2,325.78	268.48	2,057.30	118,080.93
19	11/24/2014	2,325.78	272.68	2,053.10	116,027.83
20	12/24/2014	2,325.78	259.30	2,066.48	113,961.35
2014 Totals		27,909.36	3,459.75	24,449.61	
21	01/24/2015	2,325.78	263.17	2,062.61	111,898.74
22	02/24/2015	2,325.78	258.41	2,067.37	109,831.37
23	03/24/2015	2,325.78	229.09	2,096.69	107,734.68
24	04/24/2015	2,325.78	248.79	2,076.99	105,657.69
25	05/24/2015	2,325.78	236.12	2,089.66	103,568.03
26	06/24/2015	2,325.78	239.17	2,086.61	101,481.42
27	07/24/2015	2,325.78	226.79	2,098.99	99,382.43
28	08/24/2015	2,325.78	229.50	2,096.28	97,286.15
29	09/24/2015	2,325.78	224.66	2,101.12	95,185.03
30	10/24/2015	2,325.78	212.72	2,113.06	93,071.97

31	11/24/2015	2,325.78	214.93	2,110.85	90,961.12
32	12/24/2015	2,325.78	203.28	2,122.50	88,838.62
2015 Totals		27,909.36	2,786.63	25,122.73	
33	01/24/2016	2,325.78	205.15	2,120.63	86,717.99
34	02/24/2016	2,325.78	200.26	2,125.52	84,592.47
35	03/24/2016	2,325.78	182.75	2,143.03	82,449.44
36	04/24/2016	2,325.78	190.40	2,135.38	80,314.06
37	05/24/2016	2,325.78	179.49	2,146.29	78,167.77
38	06/24/2016	2,325.78	180.51	2,145.27	76,022.50
39	07/24/2016	2,325.78	169.89	2,155.89	73,866.61
40	08/24/2016	2,325.78	170.58	2,155.20	71,711.41
41	09/24/2016	2,325.78	165.60	2,160.18	69,551.23
42	10/24/2016	2,325.78	155.43	2,170.35	67,380.88
43	11/24/2016	2,325.78	155.60	2,170.18	65,210.70
44	12/24/2016	2,325.78	145.73	2,180.05	63,030.65
2016 Totals		27,909.36	2,101.39	25,807.97	
45	01/24/2017	2,325.78	145.56	2,180.22	60,850.43
46	02/24/2017	2,325.78	140.52	2,185.26	58,665.17
47	03/24/2017	2,325.78	122.36	2,203.42	56,461.75
48	04/24/2017	2,325.78	130.39	2,195.39	54,266.36
49	05/24/2017	2,325.78	121.27	2,204.51	52,061.85
50	06/24/2017	2,325.78	120.23	2,205.55	49,856.30
51	07/24/2017	2,325.78	111.42	2,214.36	47,641.94
52	08/24/2017	2,325.78	110.02	2,215.76	45,426.18
53	09/24/2017	2,325.78	104.90	2,220.88	43,205.30
54	10/24/2017	2,325.78	96.55	2,229.23	40,976.07
55	11/24/2017	2,325.78	94.63	2,231.15	38,744.92
56	12/24/2017	2,325.78	86.59	2,239.19	36,505.73
2017 Totals		27,909.36	1,384.44	26,524.92	
57	01/24/2018	2,325.78	84.30	2,241.48	34,264.25
58	02/24/2018	2,325.78	79.13	2,246.65	32,017.60
59	03/24/2018	2,325.78	66.78	2,259.00	29,758.60
60	04/24/2018	2,325.78	68.72	2,257.06	27,501.54
61	05/24/2018	2,325.78	61.46	2,264.32	25,237.22
62	06/24/2018	2,325.78	58.28	2,267.50	22,969.72
63	07/24/2018	2,325.78	51.33	2,274.45	20,695.27
64	08/24/2018	2,325.78	47.79	2,277.99	18,417.28
65	09/24/2018	2,325.78	42.53	2,283.25	16,134.03
66	10/24/2018	2,325.78	36.06	2,289.72	13,844.31
67	11/24/2018	2,325.78	31.97	2,293.81	11,550.50
68	12/24/2018	2,325.78	25.81	2,299.97	9,250.53

2018 Totals		27,909.36	654.16	27,255.20	
69	01/24/2019	2,325.78	21.36	2,304.42	6,946.11
70	02/24/2019	2,325.78	16.04	2,309.74	4,636.37
71	03/24/2019	2,325.78	9.67	2,316.11	2,320.26
72	04/24/2019	2,325.78	5.52	2,320.26	0.00
2019 Totals		9,303.12	52.59	9,250.53	
Grand Totals		167,456.16	12,980.26	154,475.90	

Final payment may vary due to the actual date payments are received.

Navarro County  
By:   
H.M. Davenport, Jr.  
Title: County Judge

#30

430

# Master Subscription Agreement SERVICES ORDER



COL OID #: 130417472338  
Please scan and email ALL PAGES of the signed Services Order to:  
Citrix Online Representative

APR 26 2013  
NAVARRO COUNTY  
AUDITOR'S OFFICE

## I. CUSTOMER DATA SUMMARY:

CONTACT INFORMATION	BILLING INFORMATION
<b>Customer:</b> <u>Navarro County (North Texas Hedta)</u> <b>Address:</b> <u>300 West 3rd ave suite 10 Corsicana, TX 75110</u> <u>USA</u> <b>VAT/TVA/ABN Number:</b> _____ <b>Main Contact:</b> <u>Rick Milteer</u> <b>Telephone:</b> <u>972.632.9828</u> <b>Email:</b> <u>rick.milteer@nthidta.org</u>  <b>Citrix Online Representative</b> <b>Name:</b> <u>Gerry Letourneau</u> <b>Email:</b> <u>gerry.letourneau@citrix.com</u>	<b>Purchase Order #:</b> _____ Not Applicable <b>Already a customer? Complete the following ONLY if changing your current Billing Contact, Billing Frequency and/or Payment Process.</b> <b>Billing Address:</b> (if different) _____ <b>Billing Contact:</b> _____ <b>Telephone:</b> _____ <b>Email:</b> _____ <b>Billing Frequency:</b> (select one) _____ Monthly _____ Quarterly _____ Semi-Annually <input checked="" type="checkbox"/> Annually <b>Billing Method:</b> Invoices shall be delivered to Customer via email. <input type="checkbox"/> Insert "X" here if Customer requires paper invoice <input type="checkbox"/> Insert "X" here if Customer elects to pay by bank transfer or ACH/Direct Debit (See <a href="http://www.citrixonline.com/billing">http://www.citrixonline.com/billing</a> ) <input type="checkbox"/> Insert "X" here if Customer elects to pay by credit card transaction (Requires completion of separate credit card authorization form found at <a href="http://www.citrixonline.com/billing">http://www.citrixonline.com/billing</a> ) <input checked="" type="checkbox"/> Insert "X" here if Customer elects to pay by check/cheque <b>All payments are due and payable thirty (30) days from the date of invoice.</b>

## II. SERVICE & FEE SUMMARY:

Customer agrees to use the Services in accordance with the applicable Use Levels set forth below:

Service	Number of New User(s)*	Type of User	Maximum Number of Attendees OR Devices/Servers OR Storage Capacity	Monthly Subscription Fee per User OR Devices/Servers	Total Monthly Subscription Fee	Total One-Time Implementation Fee
GoToAssist® Corporate		TYPE	n/a		0.00 CUR	CUR
GoToAssist® Corporate FastChat™		TYPE	n/a		0.00 CUR	CUR
GoToAssist® Monitoring	n/a	n/a	0/0		0.00 CUR	CUR
GoToAssist® Remote Support		NAU	n/a		0.00 CUR	CUR
GoToAssist® Service Desk		NAU	n/a		0.00 CUR	CUR
GoToMeeting®		NAU	0		0.00 CUR	CUR
GoToTraining®		NAU	0		0.00 CUR	CUR
GoToWebinar®	1	NAU	100	\$59.40USD	\$59.40 USD	0
GoToWebcast-Video		NAU	0		0.00 CUR	CUR
GoToWebcast-Audio		NAU	0		0.00 CUR	CUR
GoToMyPC®		NAC	n/a		0.00 CUR	CUR
Podio		PU	n/a		0.00 CUR	CUR
ShareFile		NAU	10GB per NAU		0.00 CUR	CUR
Options					CUR	CUR
Other						

The fees specified in the Service and Fee Summary above are exclusive of VAT, GST and any other applicable taxes and/or fees.  
\*Based on the Service subscribed to "User(s)" may refer to Named Authorized User(s) ("NAU"), Named Authorized Computer(s) ("NAC"), Podio User(s) ("PU"), or Concurrent Seat(s) ("CS").

**III. TERM.** The pricing set forth above is based on Customer's commitment to a term of twelve (12) months ("Initial Term"). Following the Initial Term, this Agreement shall automatically renew for consecutive twelve (12) month term(s) (each a "Renewal Term") unless either Party gives notice of non-renewal forty-five (45) days prior to expiration of the then-current term. During the Renewal Term, either party may terminate at any time by giving forty-five (45) days prior written notice.

**IV. MASTER SUBSCRIPTION AGREEMENT DOCUMENTS: (CHECK APPLICABLE DOCUMENTS)**

By signing below, Citrix and Customer each confirm that it has read, understands and agrees to the provisions set out in the documents listed and checked below, the combination of which comprises the Master Subscription Agreement and no other terms and conditions will apply.

The Master Subscription Agreement is comprised of the documents checked below:

**MASTER SUBSCRIPTION AGREEMENT:**

- Services Order and Service Descriptions** (available at: [https://www.citrixonline.com/s/service\\_descriptions](https://www.citrixonline.com/s/service_descriptions))
- Terms and Conditions** (available at: [https://www.citrixonline.com/s/corporate\\_terms\\_and\\_conditions](https://www.citrixonline.com/s/corporate_terms_and_conditions))
- Addendum to Terms and Conditions (if any)**

**OR**

- Services Order Only (Add-On)\***

\* This Services Order Only option applies only for new or additional Services added to Customer's existing Master Subscription Agreement (MSA). Customer hereby agrees to the terms and conditions applicable to such Services as set forth in the applicable services descriptions accessible at [https://www.citrixonline.com/s/service\\_descriptions](https://www.citrixonline.com/s/service_descriptions), as amended from time to time. Furthermore, to the extent that the Customer's MSA does not define terms used in this Services Order or the terms Data Privacy and Uploaded Data, Customer agrees to the sections related to such terms accessible at [https://www.citrixonline.com/s/corporate\\_terms\\_and\\_conditions](https://www.citrixonline.com/s/corporate_terms_and_conditions). With respect to the new or additional Services and notwithstanding Section III above, Customer's Term shall continue as stated in the Agreement.

**V. CITRIX ONLINE CONTRACTING ENTITY:**

*(The applicable Citrix Online entity is as set forth in the Terms and Conditions)*

Citrix Online LLC  
 7414 Hollister Avenue  
 Goleta, CA 93117 USA

Citrix Online UK Limited  
 Chalfont Park House, Chalfont Park  
 Gerrards Cross, Bucks SL9 0DZ  
 Registration Number: 646972  
 VAT number GB928999931

Citrix Online Aus Pty Ltd  
 Level 3, 1 Julius Avenue  
 North Ryde  
 NSW 2113  
 ABN# 47 130 063 642

IN WITNESS WHEREOF, the parties have entered into the Agreement.

CUSTOMER: Navarro County (North Texas Hedta)		CITRIX ONLINE	
Signature:		Signature:	
Name:	H. M. Davenport, Jr.	Name:	
Title:	Navarro County Judge Authorized Signatory for Customer	Title:	Finance Authorized Signatory for Citrix Online LLC
Date:	MAY 13, 2013	Date:	