

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 24th day of February, 2014 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, Dick Martin, David Warren, and James Olsen.

1. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
Carried unanimously
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments – no comments

Consent Items

Motion to approve consent agenda items 5-10 by Comm. Martin sec by Comm. Grant
Carried unanimously

5. Motion to approve minutes from the previous meeting of February 10th, 2014
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 2/15/2014)
7. Motion to approve County Treasurer Frank Hull completing the continuing education requirements establish by section 83.003 of the TGC for 2013
8. Motion to approve County Treasurer Frank Hull completing the requirements of the Public Funds Investments Act section 2256.008 and additional financial training to maintain his County Investment officer (CIO) designation 2013
9. Motion to approve Chief Deputy Jane McCollum attending 15 hours of continuing education as Chief Deputy for County treasurer for 2013
10. Motion to approve Jane McCollum completing 10 hours of investment training under the Public Funds Investment Act established by chapter 2256, section 2256.008 for 2013

Action Items

11. Recognition of Gloria Turner for almost 30 years of service with Navarro County

12. Presentation by Barbara McVay regarding Crimestoppers
12. No action taken on burn ban remains off
13. Motion to approve Tax Collection Report for January 2014, Russell Hudson by Comm. Olsen sec by Comm. Warren **TO WIT PG 148-153**
Carried unanimously
14. Motion to approve new server for Justice of Peace, District Clerk, and County Auditor of \$5,000 from JP technology fund and the remaining from the unallocated technology fund by Comm. Grant sec by Comm. Martin
Carried unanimously
15. Motion to approve Sheriff's office Racial Profiling report for 2013 by Comm. Olsen sec by Comm. Warren **TO WIT PG 154-156**
Carried unanimously
16. Motion to approve 6 bales of hay to be donated to the Sheriff's Department from an anonymous donor by Comm. Grant sec by Comm. Martin
Carried unanimously
17. Motion to approve Racial Profiling Report for 2013, Constable Pct.1, Mike Davis by Comm. Grant sec by Comm. Olsen
Carried unanimously **TO WIT PG 157**
18. Motion to approve Racial Profiling Report for 2013, Constable Pct.2, David Foreman by Comm. Martin sec by Comm. Grant
Carried unanimously **TO WIT PG 158-161**
19. Motion to approve Racial Profiling Report for 2013, Constable Pct. 3, Nicole McMahan by Comm. Warren sec by Comm. Grant
Carried unanimously **TO WIT PG 162**
20. Motion to approve Racial Profiling Report for 2013, Constable Pct. 4, Tommy Grant by Comm. Olsen sec by Comm. Warren
Carried unanimously **TO WIT PG 163-168**
21. Motion to approve the removal of one Fire Truck from Navarro VFD, Pct. 3, by Comm. Warren sec by Comm. Olsen
Carried unanimously
22. Motion to approve discontinuing funding for Roane VFD, Pct. 1 by Comm. Grant sec by Comm. Martin

- Carried unanimously
23. Motion to approve amending contract with Chatfield VFD to add two Fire Trucks transferred from Roane VFD, Pct.1 by Comm. Grant sec by Comm. Olsen
Carried unanimously
24. Motion to approve Service Order Form for HIDTA Internet services with Zayo Group by Comm. Martin sec by Comm. Grant **TO WIT PG 169-170**
Carried unanimously
25. Motion to approve contract for Asbestos Abatement Monitoring and Assessment by Industrial Hygiene and Safety Technology, Inc. (IHST), Tracy Bramlett by Comm. Martin sec by Comm. Warren **TO WIT PG 171-172**
Carried unanimously Amended by Judge Davenport contingent upon approval by Lowell Thompson
26. Motion to approve Contract with Building Abatement Demolition Company (BAD) for removal of hazardous materials in Courthouse Restoration Project, Jud Stringer as amended upon approval from Lowell Thompson by Comm. Olsen sec by Comm. Grant **TO WIT PG 173-174**
Carried unanimously
27. Motion to approve change order with Phoenix 1 Contractors for cutting of concrete and replacement of same at base of front columns for soil testing and repair of column by Judge Davenport sec by Comm. Olsen
Carried unanimously **TO WIT PG 175-178**
28. Motion to approve Proposal for Services with KOHUTEK Engineering and Testing for sampling and analysis of soil near and under front columns subject to review and approval by Lowell Thompson by Comm. Martin sec by Comm. Olsen **TO WIT PG 179-183**
Carried unanimously

Executive Session

29. Motion to go into Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren
Carried unanimously
- Motion to come out of Executive Session by Comm. Olsen sec by Comm. Warren
Carried unanimously

- 30. No action taken in Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel
- 31. Motion to go into Executive Session pursuant to the Texas Government Code Section 551.072 to discuss real Property by Comm. Olsen sec by Comm. Warren Carried Unanimously
- 32. No action taken in Executive Session pursuant to the Texas Government Code Section 551.072 to discuss Real Property
- 33. Motion to go into Executive Section pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation by Comm. Olsen sec by Comm. Warren Carried unanimously
- 34. No action taken in Executive Session pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation

Motion to recess until 2:00 P.M. Tuesday February 25, 2014 by Comm. Martin sec by Comm. Grant Carried unanimously

Motion to come out of recess by Comm. Olsen sec by Comm. Grant No action taken on executive session items from yesterday

- 35. Motion to adjourn by Comm. Martin sec by Comm. Grant Carried unanimously

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR FEBRUARY 24TH, 2014.

SIGNED _____ 24TH _____ DAY OF FEBRUARY 2014.


SHERRY DOWD, COUNTY CLERK



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FILED FOR RECORD
AT 3:05 O'CLOCK P M.
FEB 19 2014

SHERRY DOWD
COUNTY CLERK, NAVARRO COUNTY, TEXAS
BY AK DEPUTY

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



FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 2-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By R. Hudson

TOTAL PAGES INCLUDING COVER SHEET 6

#13

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	6,259,386.20			6,259,386.20		569.61	6,258,816.59		16,929,693.42
DELINQUENT	71,466.75		12,035.98	83,502.73		0.53	83,502.20	8,517.04	%
TOTAL	6,330,852.95	-	12,035.98	6,342,888.93	-	570.14	6,342,318.79	8,517.04	36.97%
NAVARRO COLLEGE									LEVY
CURRENT	1,222,385.91			1,222,385.91		109.21	1,222,276.70		3,329,434.41
DELINQUENT	13,935.39		2,446.61	16,382.00		0.10	16,381.90	1,696.46	%
TOTAL	1,236,321.30	-	2,446.61	1,238,767.91	-	109.31	1,238,658.60	1,696.46	36.71%
CITY OF RICE									LEVY
CURRENT	55,820.87	-		55,820.87	246.18	8.60	55,566.09		152,601.41
DELINQUENT	157.59		62.27	219.86	16.39		203.47	43.97	%
TOTAL	55,978.46	-	62.27	56,040.73	262.57	8.60	55,769.56	43.97	36.58%
CITY OF KERENS									LEVY
CURRENT	50,644.48	54.03		50,590.45		9.14	50,581.31		260,960.76
DELINQUENT	819.80	-	392.17	1,211.97			1,211.97	237.91	%
TOTAL	51,464.28	54.03	392.17	51,802.42	-	9.14	51,793.28	237.91	19.41%
CITY OF CORSICANA									LEVY
CURRENT	3,317,980.82	-		3,317,980.82		516.05	3,317,464.77		7,565,103.57
DELINQUENT	13,767.87	-	5,747.78	19,515.65		0.47	19,515.18	3,710.76	%
TOTAL	3,331,748.69	-	5,747.78	3,337,496.47	-	516.52	3,336,979.95	3,710.76	43.86%

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									
CURRENT	4,342.82			4,342.82			4,342.82		LEVY 18,562.29
DELINQUENT				-			-		%
TOTAL	4,342.82	-	-	4,342.82	-	0	4,342.82	-	23.40%
CITY OF EMHOUSE									
CURRENT	2,425.26	-		2,425.26			2,425.26		LEVY 8,544.99
DELINQUENT	91.63		25.76	117.39			117.39	23.48	%
TOTAL	2,516.89	-	25.76	2,542.65	-	0	2,542.65	23.48	28.38%
CITY OF RICHLAND									
CURRENT	5,632.90	-		5,632.90			5,632.90		LEVY 18,439.02
DELINQUENT	114.13		34.06	148.19			148.19	29.65	%
TOTAL		-	34.06	5,781.09	-	0	5,781.09	29.65	30.55%
CITY OF GOODLOW									
CURRENT	555.33	-		555.33	2.80	0.04	552.49		LEVY 3,932.47
DELINQUENT	58.01		52.62	110.63	13.47		97.16	22.11	%
TOTAL	613.34	-	52.62	665.96	16.27	0.04	649.65	22.11	14.12%
CITY OF FROST									
CURRENT	16,511.50	17.60		16,493.90	82.46	0.24	16,411.20		LEVY 83,451.94
DELINQUENT	75.13		39.89	115.02	10.35		104.67	23.00	%
TOTAL	16,586.63	17.60	39.89	16,608.92	92.81	0.24	16,515.87	23.00	19.79%
CITY OF DAWSON									
CURRENT	20,729.84			20,729.84		1.86	20,727.98		LEVY 74,742.31
DELINQUENT	145.10		60.54	205.64			205.64	37.77	%
TOTAL	20,874.94	-	60.54	20,935.48	-	1.86	20,933.62	37.77	27.74%

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NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	23,185.28			23,185.28			23,185.28		102,399.56
DELINQUENT	120.01		29.22	149.23			149.23	29.84	%
TOTAL	23,305.29	-	29.22	23,334.51	-	0.00	23,334.51	29.84	22.64%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	39,564.08	-		39,564.08	197.64	1.38	39,365.06		138,235.88
DELINQUENT	280.61		50.27	330.88	13.98		316.90	35.52	%
TOTAL	39,844.69	-	50.27	39,894.96	211.62	1.38	39,681.96	35.52	28.62%
BLOOMING GROVE ISD									LEVY
CURRENT	476,333.99			476,333.99		0.22	476,333.77		1,583,763.31
DELINQUENT	1,923.40		535.82	2,459.22			2,459.22	434.49	%
TOTAL	478,257.39	-	535.82	478,793.21	-	0.22	478,792.99	434.49	30.08%
DAWSON ISD									LEVY
CURRENT	758,593.45			758,593.45		6.86	758,586.59		1,741,728.59
DELINQUENT	2,123.68		653.07	2,776.75			2,776.75	549.98	%
TOTAL	760,717.13	-	653.07	761,370.20	-	6.86	761,363.34	549.98	43.55%
RICE ISD									LEVY
CURRENT	404,209.27			404,209.27		22.83	404,186.44		1,521,159.70
DELINQUENT	5,062.83		1,612.04	6,674.87			6,674.87	1,187.46	%
TOTAL	409,272.10	-	1,612.04	410,884.14	-	22.83	410,861.31	1,187.46	26.57%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2014

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CORSICANA ISD									LEVY
CURRENT	6,883,997.57			6,883,997.57		1,081.04	6,882,916.53		17,161,090.96
DELINQUENT	32,999.34		13,646.03	46,645.37		1.06	46,644.31	9,111.83	%
TOTAL	6,916,996.91	-	13,646.03	6,930,642.94	-	1,082.10	6,929,560.84	9,111.83	40.11%
FROST ISD									LEVY
CURRENT	259,634.43			259,634.43			259,634.43		1,075,998.06
DELINQUENT	1,131.86		386.59	1,518.45			1,518.45	333.84	%
TOTAL	260,766.29		386.59	261,152.88			261,152.88	333.84	24.13
GRAND TOTAL	19,940,460.10	71.63	37,810.72	19,983,946.22	583.27	2,329.24	19,981,033.71	26,025.11	

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

		YR-TO-DATE % CURRENT COLLECTED:	
TOTAL COLLECTED	<u>20,009,971.33</u>	COUNTY	<u>81.41%</u>
ROLLBACK TAXES	<u> </u>	COLLEGE	<u>81.36%</u>
TAX CERTIFICATES	<u>730.00</u>	RICE	<u>77.32%</u>
HOT CK FEES	<u>90.00</u>	KERENS	<u>77.21%</u>
SIT/VIT LEVY OVERAGE	<u>4301.36</u>	CORSICANA	<u>86.06%</u>
		BARRY	<u>76.76%</u>
		EMHOUSE	<u>63.19%</u>
		RICHLAND	<u>66.15%</u>
		GOODLOW	<u>62.29%</u>
		CITY - FROST	<u>72.77%</u>
		CITY DAWSON	<u>72.86%</u>
		CITY-BL GROVE	<u>78.94%</u>
		NC ESD #1	<u>78.85%</u>
		B G ISD	<u>76.18%</u>
		DAWSON ISD	<u>82.14%</u>
		RICE ISD	<u>82.42%</u>
		CORSICANA ISD	<u>83.18%</u>
		FROST ISD	<u>57.77%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF JANUARY 2014

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	5,106,245.60		5,106,245.60	464.14	5,105,781.46	
ROAD & BRIDGE	1,062,993.81		1,062,993.81	97.36	1,062,896.45	
FLOOD CONTROL	90,146.79		90,146.79	8.11	90,138.68	
TOTAL	6,259,386.20	-	6,259,386.20	569.61	6,258,816.59	-
DELINQUENT TAXES						
COUNTY	58,376.63	9,862.40	68,239.03	0.43	68,238.60	6,970.84
STATE	-	-	-	-	-	-
ROAD & BRIDGE	12,066.26	2,004.53	14,070.79	0.09	14,070.70	1,426.76
FLOOD CONTROL	1,023.86	169.05	1,192.91	0.01	1,192.90	119.44
TOTAL	71,466.75	12,035.98	83,502.73	0.53	83,502.20	8,517.04
TOTAL ALLOCATION						
COUNTY	5,164,622.23	9,862.40	5,174,484.63	464.57	5,174,020.06	6,970.84
STATE		-		-		-
ROAD & BRIDGE	1,075,060.07	2,004.53	1,077,064.60	97.45	1,076,967.15	1,426.76
FLOOD CONTROL	91,170.65	169.05	91,339.70	8.12	91,331.58	119.44
TOTAL	6,330,852.95	12,035.98	6,342,888.93	570.14	6,342,318.79	8,517.04

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. SHERIFF'S OFFICE
Reporting Date: 02/04/2014
TCOLE Agency Number: 349100
Chief Administrator: ELMER TANNER
Agency Contact Information: Phone: 903 654 3002
Mailing Address:
NAVARRO CO. SHERIFF'S OFFICE
312 W. 2nd. AVE.
Corsicana, TX 75110

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 2-24-14
SHERY DOWD
County Clerk
Navarro County, Texas
By [Signature]



This Agency claims partial racial profiling report exemption because:

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

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

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

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

Our policy:

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

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

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

(A) The Commission on Law Enforcement; and

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

I certify these policies are in effect.

Executed by: **ELMER TANNER**

Chief Administrator

NAVARRO CO. SHERIFF'S OFFICE

Date: 02/04/2014

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

Number of motor vehicle stops:

1. 1883 citation only
2. 0 arrest only
3. 18 both
4. 1901 Total (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. 257 African
6. 4 Asian
7. 1501 Caucasian
8. 139 Hispanic
9. 0 Middle Eastern
10. 0 Native American
11. 1901 Total (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. 2 Yes
13. 1899 No
14. 1901 Total (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. 241 Yes
16. 1660 No
17. 1901 Total (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. 170 Yes
19. 71 No
20. 241 Total (must equal line 15)

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FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 1
Reporting Date: 02/18/2014
TCOLE Agency Number: 349101
Chief Administrator: MICHAEL K. DAVIS
Agency Contact Information: Mailing Address:
 NAVARRO CO. CONST. PCT. 1
 PO Box 47
 Corsicana, TX 75151-0047

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: MICHAEL K. DAVIS

Chief Administrator

NAVARRO CO. CONST. PCT. 1

Date: 02/18/2014

Submitted electronically to the

x	x
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FILED FOR NAVARRO COUNTY
 COMMISSIONERS COURT
 DATE 2-24-14
 SHERRY DOWD
 County Clerk
 Navarro County, Texas
 By Sherry Dowd





The Texas Commission on Law Enforcement

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 FILED FOR NAVARRO COUNTY
 COMMISSIONERS COURT
 DATE 2-24-14
 SHERRY DOWD
 County Clerk
 Navarro County, Texas
 By [Signature]

Welcome to the TCOLE Department Reporting System!
Thank you, your Racial Profile Report has been accepted.

Your TCOLE Department Information



The Texas Commission on Law Enforcement Officer Standards and Education

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TCLEOSE RACIAL PROFILING AGENCY REPORT WIZARD



You have chosen to report Fully Exempt from Racial Profiling Reporting.

Step 1: Please verify the following mandatory information and add contact information for questions by the general public about your Agency's report:

Department Name: NAVARRO CO. CONST. PCT. 2
 Agency Number: 349102
 Chief Administrator Name: DAVID L. FOREMAN
 Input By: DAVID FOREMAN

Contact information released to the General Public for Questions about Report (you must provide at least one form of contact):

Telephone: 903-654-3308

Email address: jdsf@airmail.net

Leave telephone and email blank if the General Public should only contact your Agency by mail for questions about your report.

Mailing address: P.O. Box 249

Address Line 2:

City: Kerens

State Abbreviation: Tx

Zip Code: 75144

[Save Information and Continue to Step 2](#)

[Cancel and Return to Main Menu](#)

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Account Number	Account Name	Account Type	Account Balance	Account Status
10000000000000000000	Account 1	Account Type 1	10000000000000000000	Account Status 1
10000000000000000000	Account 2	Account Type 2	10000000000000000000	Account Status 2
10000000000000000000	Account 3	Account Type 3	10000000000000000000	Account Status 3
10000000000000000000	Account 4	Account Type 4	10000000000000000000	Account Status 4
10000000000000000000	Account 5	Account Type 5	10000000000000000000	Account Status 5

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FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 3
Reporting Date: 02/07/2014
TCOLE Agency Number: 349103
Chief Administrator: NICOLE MCMAHAN
Agency Contact Information: Phone: 9036543000
Mailing Address:
NAVARRO CO. CONST. PCT. 3
po box 473
dawson, tx 76639

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: NICOLE MCMAHAN

Chief Administrator

NAVARRO CO. CONST. PCT. 3

Date: 02/07/2014

Submitted electronically to the



The Texas Commission on Law Enforcement

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 2-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
Rv Sherr



FULL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 4
Reporting Date: 02/20/2014
TCOLE Agency Number: 349104
Chief Administrator: TOMMY L. GRANT
Agency Contact Information: Mailing Address:
 NAVARRO CO. CONST. PCT. 4
 p.o. box 56
 barry, tx 75102

Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: **TOMMY L. GRANT**

Chief Administrator

NAVARRO CO. CONST. PCT. 4

Date: 02/20/2014

Submitted electronically to the

x	x
---	---

FILED FOR NAVARRO COUNTY
 COMMISSIONERS COURT
 DATE 2-24-14
 SHERRY DOWD
 County Clerk
 Navarro County, Texas
 By [Signature]



423

104

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT

DATE 2-24-14

SHERRY DOWD

County Clerk
Navarro County, Texas

By [Signature]



VOLUNTEER FIRE DEPARTMENT AGREEMENT

This Agreement ("Agreement") is entered into on the date indicated ("Effective Date") by and between the County of Navarro, a political sub-division of the State of Texas (hereinafter "County") and the said **Chatfield Volunteer Fire Department**, Navarro County, Texas (hereinafter "Department")(collectively hereinafter referred to as the "Parties"):

WITNESSETH

WHEREAS, the County desires to assist the Department in providing rural fire protection for the citizens of Navarro County, Texas; and

WHEREAS, the Department owns and operates fire equipment for the protection of the "service area of the Department" in Navarro County, Texas and as part of its equipment at least one fire truck suitable for fighting rural fires; and

WHEREAS, the Department is a volunteer fire department in its area, duly chartered and recognized by the State of Texas or its municipality as a Volunteer Fire Department; and

WHEREAS, the Department shall conduct yearly safety training for all its members; and

WHEREAS, the County and the Department are both considered stewards of the taxpayer's money and thus have the best interests of said Taxpayers/Citizens, including the protection and safety of the lives and property of said Taxpayers/Citizens of Navarro County, in mind at all times.

NOW THEREFORE, it is UNDERSTOOD and AGREED by and between the Parties, for good and valuable consideration which sufficiency is acknowledged, as follows:

1. Authority. This Agreement is made under the authority and subject to the provisions of Texas Local Government Code § 352.001.
2. Payment. The County agrees to pay the Department an Agreed Sum monthly, beginning no later than October 1st of each calendar year. The payment amount shall be reviewed annually by the Navarro County Commissioners' Court and an authorized representative of the Navarro County Volunteer Firefighters Association. As of the Effective Date of this Agreement the Agreed Sum shall be \$175.00 per month per apparatus. This payment amount shall be paid for a maximum of ~~three (3)~~ ^{five (5)} apparatus per Department, unless a special exception is granted by the Navarro County Commissioners' Court and included in the particular Department's agreement. Such change in an original agreement shall necessitate the signing of a new agreement. The Navarro County Commissioners' Court makes this payment amount in consideration for the Department's agreement to answer rural fire calls when available and to provide rural fire protection for the rural residents of the County of Navarro, State of Texas. If the County advances funds to the Department

Five (5)
[Signature]
2-24-14

as a sub grantee of a grant and the Department fails to comply with the terms of the grant, resulting in the County having to refund money to the grantor, the County may offset monthly funding to the Department against amounts the County was required to repay to the grantor until the amount refunded by the County to the grantor is fully recouped.

3. Department Operations and Call Response. The Department agrees to perform as follows:
- a. The Department agrees to keep its fire equipment in a serviceable condition and its personnel trained for the purpose of answering calls made upon the Department.
 - b. The Department shall be a member in good standing of the Navarro County Volunteer Firefighters Association.
 - c. The Department shall provide proof of liability insurance (and comprehensive insurance if required by grant) for all fire equipment including vehicles, to the Navarro County Auditor's office at the time of executing this Agreement.
 - d. The Department shall obtain photographic identification cards for each individual Department member. These cards must be carried by the individuals at any time when the individual is responding to or on an active scene for identification purposes.
 - e. The Department shall make its emergency equipment available for operational viability inspection annually by a Navarro County Commissioner or other Court appointed representative. The inspection shall include but is not limited to operational safety of the emergency equipment and the current state inspection sticker attached to the windshield of every emergency vehicle.
 - f. The Department and its individual members shall comply with the Federal Communications Commission (FCC) part 90, rules and regulations, existing and as amended in the future. To ensure reliable and uninterrupted communications, all radio equipment, both department and individually owned, shall be narrowband capable and ANI radio Identification compliant by the Effective Date of this Agreement.
 - g. The Department and its individual members shall obey all laws of the State of Texas, specifically including but not limited to the Texas Transportation Code, and the Texas Health & Safety Code.
 - h. The Department Chief, or his/her designee, shall be responsible for the enforcement of these provisions. The said Chief shall be responsible for the compliance of each individual member.
 - i. The Department shall report electronically through the Texas A&M Forest Service Fire Department Reporting System.
 - j. The Department shall recognize and adopt the principles and policies set forth by the Navarro County Resolution on the National Incident Management System or NIMS. All Departments shall meet and comply with all current State and Federal guidelines relating to training, response and recovery, including NIMS by the Effective Date of this Agreement. Departments which

are not deemed NIMS compliant by the Texas Governor's Division of Emergency Management shall not be funded by the County.

- k. Navarro County recommends that Volunteer Fire Department Treasurers obtain/execute a bond payable to the Department.
- l. The Department shall provide the most recent annual financial statements to the Navarro County Auditor's Office on or before the Effective Date of this Agreement. These statements shall consist of a basic income/expense statement and either a balance sheet or apparatus list.
- m. An individual responding in his/her personal vehicle should have adequate insurance coverage on the vehicle as required by law. The County will not be responsible for damage to, **or caused by**, an individual's personal vehicle.
- n. The Department shall have a minimum of two (2) active members per apparatus for which the Department is receiving funds from the County. If the Department falls below this requirement, then the procedure outlined in paragraph 3(o) shall apply.
- o. The Department shall update its current rosters annually and submit a current roster to the Navarro County Auditor's office at the time of the execution of this Agreement.
- p. If the number of active members falls below two per apparatus after execution of this Agreement, the Department shall notify the Navarro County Volunteer Firefighters Association and the Navarro County Auditor as soon as practicable, but no later than 30 days after the change is made. If the Department fails to meet this requirement, it will have 90 days to remedy the roster requirement deficiency before funding is reduced. The reduction in funding shall remain in effect until the roster requirement deficiency is met. Once the active member requirement deficiency is remedied, the Department may notify the Navarro County Commissioners' Court to request resumption of the Department's funding. This provision is not intended to specify the number of Department members who will actually man the truck, but to insure adequate operation of vehicles for which the County is funding.
- q. The Navarro County Volunteer Firefighters Association shall be responsible for all communication to the Navarro County Commissioners' Court regarding requests that would pertain to or affect ALL the Volunteer Fire Department's in Navarro County.
- r. The Department may still make requests directly to the Navarro County Commissioner's Court regarding matters that solely affect the Department.
- s. The Department should provide its own workman's compensation insurance to each of its individual members and proof of such coverage should be provided to the Navarro County Auditor by January 31, 2014. Each department is responsible for applying for HB3667 grants, or other sources of funding, to pay future years' premiums. If the Department is unable to obtain workman's compensation insurance the parties agree to negotiate in good faith to resolve the matter.

4. Remedies.

- a. Failure of the Department to comply with any of the conditions listed in paragraph 3 may result in suspension of funding or cancellation of this Agreement by the Navarro County Commissioners' Court and the Department's loss of response area.
- b. The Department must meet all conditions in paragraph 3 which are required to be performed at the time of the execution of this Agreement before any funding shall commence from the County.
- c. The Department shall be given 90 days from the notice of said deficiency of a condition listed in paragraph 3 to remedy and correct said deficiency. The County may terminate this Agreement if the Department fails to cure any deficiency within the 90 day period.
- d. The Navarro County Commissioners' Court shall determine if and when the Department's funding is suspended.
- e. The Navarro County Commissioners' Court may determine within their sole discretion to continue to partially fund the Department.
- f. If partial funding is deemed appropriate within the discretion of the Navarro County Commissioners' Court, the Court will communicate with the Navarro County Auditor, the particular department affected, and the Navarro County Volunteer Firefighters Association regarding the level of funding.
- g. If the Navarro County Commissioners' Court determines within their discretion that a deliberate violation has occurred regarding any condition listed in paragraph 3 above, this Agreement may be terminated at a duly called meeting of the Commissioners Court.

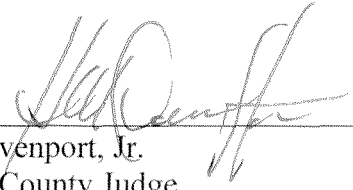
5. Miscellaneous.

- a. This Agreement will expire one (1) year from the Effective Date. The Parties may renew this Agreement, but only in writing, signed by all Parties.
- b. The Department shall indemnify, hold harmless, and defend the County at all times after the Effective Date of this Agreement against any liability, loss, damage (including punitive damages), claim, settlement payment, cost or expense, interest, award, judgment, fine, fee, penalty, or other matter arising in any way out of the operation of the Department or anything set forth in this Agreement, it being the intent that the County have no liability whatsoever for the acts or omissions of Department or its employees and agents.
- c. This Agreement supersedes any and all other agreements, either oral or written, between the Parties. This Agreement may be amended by the mutual consent of the Parties. Any changes or amendments must be in writing, signed by all the Parties.
- d. This Agreement shall be construed under the laws of the State of Texas.
- e. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.


- f. This Agreement may be executed in multiple counterparts each of which constitutes an original.
- g. The Navarro County Commissioners' Court authorizes the County Judge of Navarro County to execute this Agreement with this Department.
- h. The Departments are not agents of the County for any purpose and individuals who are members or volunteer members of the Departments shall not be deemed County employees for any purpose at any time.
- i. Nothing set forth herein shall be deemed to constitute a waiver of any immunity the County may have.

AGREED this 24 day of September, 2013

Navarro County, Texas

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

Chatfield Volunteer Fire Department

By: 
 Chief
 PETE ELLINGTON

#24

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Service Order Form

Order Information

Contracting Entity	North Texas HIDTA	Billing Account	Navarro County North Texas HIDTA	Account Number	6500
Contact	Steven Brandt	Phone		Email	steven.brandt@nthidta.org
Representative	Cassandra Celestain	Phone	918-295-7170	Email	cassandra.celestain@zayo.com

Renewal Service Order - 417067

Order Details		Product Details		Protection and Feature Details	
Service Order ID	417067	Product Category	DIA	Burstable IP Service	Yes
Order Type	Renewal	Bandwidth	50Mb	Core-Network Fiber Path Diversity	No
Service Term	36 months	Bandwidth Type	Dedicated	Core-Network Protection	No
Product	DIA	Max Burst Speed	1000Mb	Special Routing Required	No
Service	240186	Price Per Mb for Burst Usage	15.00		

Type	Term	Address	Port Speed	Bandwidth	Lateral	Handoff	Path Diversity	Local Network Protection	Rate Limited	Rate Limited To
Active	12	8404 Esters Blvd/ Irving, TX	GigE	50Mb	One (Single)	Singlemode 1550nm ZX/ZR - 80km	No	No	No	

Address	In-Building Charges	Conduit	Riser	Cross Connect	Space and Power	Device (NID) Required	CFA Provided By
8404 Esters Blvd/ Irving, TX	Customer Responsibility	Customer Responsibility	Customer Responsibility	Customer Responsibility		No	Zayo

Product	Service Item Desc	Type	Status	Quantity	Amount	Items Total
DIA	Cost Recovery Surcharge - MRC	XMRC	Pending Install	1	USD 11.75	USD 11.75
DIA	Interface Port Charge - MRC	MRC	Pending Install	1	USD 765.00	USD 765.00
	Monthly Recurring Charges Total:					USD 776.75

Details
 Service Schedule: North Texas HIDTA IP Service Supplement (ABV) 2011-08-29
 Governing MSA: North Texas HIDTA MSA (ABV) 2011-08-29

**FILED FOR NAVARRO COUNTY
 COMMISSIONERS COURT
 DATE 2-24-14
 SHERRY DOWD
 County Clerk
 Navarro County, Texas**



Expiration Date: Pricing on this Service Order Form expires if Service Order is not signed prior to 2/18/2014

Additional Terms and Conditions
 In the event that funding of the HIDTA program is lost or is materially reduced, Customer may terminate this Service Order 417067 without further liability to either Party; provided however, that Customer shall provide Zayo with prior written Notice including a copy of a writing substantiating the assertion that funding of the HIDTA program was lost or materially reduced. Customer shall remain liable for the payment of any unpaid charges up to the date of termination set forth in Customer's written Notice.

Service Order ID(s): 417067

Description

Items Total

Monthly Recurring Charges Total:

USD 776.75

North Texas HIDTA

Signature:

Printed Name:

Date:

Title:

[Handwritten Signature]
H. M. Davenport Jr
2-24-14
Navarro County Judge

Zayo Group, LLC

Signature:

Printed Name:

Date:

Title:

1. Customer acknowledges that Customer is ordering the service(s) described above ("Service") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Service Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, "the Agreement"). If Customer has not executed an Agreement and/or no Agreement is referenced in this Service Order, then this Service Order shall be governed by the terms and conditions of Zayo's Master Service Agreement and applicable Service Schedule in effect as of the date of this Service Order, incorporated herein by this reference and available upon request. This Service Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance, this Service Order shall become a non-cancellable, binding obligation for the purchase of the Service for the Service Term stated above. By signing this Service Order, Customer further acknowledges that it has read and understands the terms and conditions of this Service Order and Customer's signatory represents that he/she is authorized to sign this Service Order on Customer's behalf.

2. All charges for the Service are exclusive of any Taxes and Impositions (as defined below). Except for taxes based on Zayo's net income or for taxes which Customer possesses an exemption certificate, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed or based upon the sale or use of the Services (collectively "Taxes"). Such Taxes will be individually identified on invoices. Customer shall also be responsible for payment of a proportionate share of any property taxes, franchise fees, rights of way fees or charges, license or permit fees incident to the provision of the Services (collectively, "Impositions"). Impositions may be itemized on an invoice and any un-itemized Impositions may be aggregated in the form of a cost recovery surcharge. Customer represents and warrants that the communications traffic to be carried by the Zayo Network shall be jurisdictionally interstate, pursuant to Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352), unless Customer provides Zayo written notice otherwise.

3. In support of Zayo meeting the FOC Date, Customer specifically acknowledges that Customer is responsible for all connectivity (and related costs) to Zayo Equipment (i.e. cross-connections between (i) the Zayo demarcation point and Zayo Equipment and (ii) Zayo Equipment and Customer Equipment). In addition, Customer shall be responsible for securing all rights and paying the related costs to connect to the Zayo Equipment, for securing all rights and paying the related costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pathways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, lateral fees, riser fees, cross-connects and cross-connect fees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel and Zayo Equipment). All of the rights above, collectively, shall be referred to as "Customer Requirements" and the related costs and fees, collectively, shall be referred to as "In-Building Charges". Unless this Service Order indicates that Zayo is responsible for In-Building Charges, Customer shall reimburse Zayo in the event that a third party bills Zayo for any In-Building Charges. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work at any location on or before the FOC Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the Service delivered and accepted.

#25

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Industrial Hygiene and Safety Technology, Inc.

Price Quotation for Professional Services

IHST, Inc. 2235 Keller Way, Carrollton, TX 75006
Phone: (972) 478-7415 Fax: (972) 478-7615
Quotation Reference Number: 2014-1951
2/21/2014

Prepared for:

Navarro County

300 3rd Street
Corsicana, Tx

Attention:

H. Davenport

Service(s) to be provided:

Asbestos Project Management and Oversight

Location or Facility Navarro County Courthouse
Where Work Will Be Performed: 300 3rd Street
Corsicana, Tx

Lead Time Required: 5
Final Deliverables Sent: 30

Lead time and final delivery dates are presented as the number of business days. Days for final deliverables represent the number of business days after the last day of onsite work.

Industrial Hygiene and Safety Technology, Inc. offers to provide the professional services described in the Scope of Work. Work will be performed at the location or facility specified above. The scope of work presents the total commitment of services offered by Industrial Hygiene and Safety Technology, Inc. under this quotation. Cost estimate represents a not-to-exceed cost for the services described in Scope of Work. No additional charges will be billed to the client without prior approval. No additional services are expressed or implied. Please call if you have any questions regarding this quotation or the scope of work.

Scope of Work

Project Management and Air Monitoring

- A DSHS licensed Asbestos Consultant will conduct day-to-day asbestos abatement project management. The consultant will ensure that all abatement activities are carried out in accordance with project specifications and applicable regulatory guidelines and procedures.
- The asbestos air monitoring will be performed by DSHS licensed Asbestos Air Monitoring Technicians and Asbestos Project Managers and will meet the criteria defined in TAhPR regulations for asbestos project management. IHST will monitor airborne asbestos levels inside and outside containments to insure that regulatory action levels are not exceeded, and that limits of workers' personal protective equipment are not exceeded. The air monitoring will be conducted in accordance with OSHA 29 CFR 1926.1101, the National Emission Standards for Hazardous Air Pollutants (NESHAP) Regulations 40 CFR Part 61, and the TAhPR regulations for asbestos.
- IHST will provide clearance air sampling for verification of final cleaning and decontamination. Clearance samples will be analyzed by Phase Contrast Microscopy (PCM).

Final Report

A final report will be prepared, which will provide documentation of all work and monitoring activities. The report will include the scope of work for the project, descriptions of the sampling procedures and protocols used, work activities, problems encountered, and corrective actions taken. A summary of air monitoring technicians' field notes will be included, as well as tables detailing results of all sampling. The report will be prepared by a DSHS licensed Asbestos Consultant.

Estimated Cost of Offered Services: \$23,136.00

Price is based on the Contractors estimated days for abatement. Should the project exceed 25 days, IHST will invoice the additional days on-site at \$790.00 per day until completion.

Authorization of Work

If the terms of this estimate are acceptable, the client may sign and return this quotation. Unfortunately, verbal communications cannot be accepted as authorization to initiate work. IHST will not begin work on any project without a signed quotation or a valid purchase order. Signed quotations or purchase orders may be faxed to IHST at (972) 478-7615. All prices, terms and conditions specified in this proposal are valid for 30 days from the proposal date.

In signing this quotation, Client agrees to the following payment terms:

- 1.) The full amount of the fee and expenses are due as specified.
- 2.) Billings are due and payable within 30 days of the later date of the invoice.
- 3.) Client agrees that, in the event collection action or legal action becomes necessary to enforce collection of invoices, Client is responsible for all collection costs including, but not limited to, the fees of collection agencies, attorneys, court costs, and all related expenses.

Asbestos Project Management and Oversight

Estimated Cost of Offered Services: \$23,136.00

Quotation Reference Number: 2014-1951

Quotation Date: 2/21/2014

CLIENT:

Navarro County

Signature of Authorized Client Representative

Printed Name and Title Authorized Client Representative

Date of Signature

If a Purchase Order is Required, Provide PO Number

Fax signed authorization to (972) 478-7615

Contact Information

The IHST professional responsible for coordinating the services described in this proposal will be:

Tracy Bramlett

Industrial Hygiene and Safety Technology, Inc.
2235 Keller Way
Carrollton, Texas 75006
(972) 478-7415 fax: (972) 478-7615

Please provide the contact information for the client representative who will be coordinating the work described under this proposal.

Name

Phone

Email

**FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT**

DATE 2-24-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By Sherry Dowd



#24

175



Reference: Bid for Asbestos Abatement of the Navarro County Courthouse-Corsicana, TX.

In accordance with your request Building Abatement Demolition COMPANY, Inc is pleased to submit this proposal to furnish labor, equipment and materials needed for the asbestos abatement of the above-mentioned project.

ASBESTOS ABATEMENT SCOPE OF WORK:

- Removal and proper disposal of the identified asbestos containing materials as reported in the asbestos specifications provided by IHST dated May 7th, 2013 and as shown here
- Black mastic on fiberglass HVAC duct , attic and throughout floors 2,500 SF
- Floor tile/mastic Basement and Third Floor 4,400 SF
- Floor tile/mastic behind judges bench in second floor court room 130 SF
- Floor tile/mastic Room 102, first floor 660 SF
- Texture on Plaster Around elevators on 2nd and 3rd floor 120 SF
- Sheetrock joint compound 2nd floor 1,760 SF
- Provide only personnel licensed by the Texas Department of State Health Services and trained in accordance with the E.P.A. Model Accreditation Plan as either an asbestos supervisor "competent person" or an asbestos worker

DEMOLITION SCOPE OF WORK:

- Scope of work for the demolition to be completed under separate contract

Asbestos Abatement Lump Sum Bid \$ 63,000.00

EXCLUSIONS ARE AS FOLLOWS:

- Demolition for access
- Cutting and capping of any utilities or make safe
- Cutting and recovery of any HVAC refrigerant from any refrigeration equipment
- Payment and Performance bonds
- Any concealed conditions
- Replacement of materials removed
- All utility removal and/or relocations
- All shoring, bracing, and layout

**FILED FOR NAVARRO COUNTY
 COMMISSIONERS COURT
 DATE 2-24-14
 SHERRY DOWD
 County Clerk
 Navarro County, Texas
 By [Signature]**



BID NOTES AND CLARIFICATIONS:

- This proposal is based on a forty- (40) hour workweek, Monday thru Thursday 7am-6pm.
- Lump sum price includes all labor, supervision, material, equipment, waste hauling and disposal, overhead, profit, payroll taxes, Pollution liability insurance with **\$5,000,000** aggregate and **\$1,000,000** Workers compensation
- It will be the owner's responsibility to remove all non-stationary items such as tools, supplies, furniture and equipment to be salvaged or reused prior to any abatement activities
- Provide transportation and disposal of all debris to an approved landfill by an insured and licensed hauler
- Owner will supply all water and electricity needed throughout the demo portions of the project
- Concealed asbestos containing materials (that are within walls, ceilings, chases, and/or not sampled, etc.) are not included unless specifically identified in the supplied asbestos survey
- Removal and clean up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal
- Building Abatement Demolition Company, Inc. agrees to indemnify and hold harmless from and against any and all damages arising out of or in connection with the performance of this contract including but not limited to accidents or death of any of its employees, agents, and owners that are employed by Building Abatement Company, Inc
- Building Abatement Demolition Company, Inc. does not hereby assume responsibility for nor indemnify the general contractor and/or owner for damages to owner and/or general contractor arising out of general contractor and/or owner's sole negligence. In the event of concurrent negligence, Building Abatement Demolition company, Inc.'s indemnity will apply solely to the extent of Building Abatement Demolition Company, Inc.'s contributory negligence

TERMS:

The terms of payment of the material, equipment and labor based on the original scope of work described herein will be due: Net 30 Days

We sincerely appreciate the opportunity to submit this proposal and look forward to being of other service on this project.

Sincerely;
Building Abatement Demolition Company, Inc.

ACCEPTED BY:



Jud Stringer
Director

Signature Date

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 2-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By [Signature]



#27



Change Order Proposal

ARCHITECT:
1113 Architects, Inc.
1506 South Elm Street
Georgetown, TX 78626

Contractor

Other

Project: Navarro County Courthouse

Proposal Number: 003
Date of Issuance: 1-30-14
Date of Contract: 12-23-13

Owner: Navarro County
300 West 3rd Ave
Corsicana, TX 75110

Architect Project No. NAV-1009
Contractor Proj. No. 13-1352

This is not a change order or a directive to proceed with the work described in the proposed modifications.

DESCRIPTION:

1. Remove and replace exterior concrete per CPR #01 issued on 1/29/14.

Saw-cut/demo concrete (16 man hours @ \$42.00/hr):	\$ 672.00
Replace concrete (16 man hours @ \$42.00/hr):	\$ 672.00
Concrete material (9 bags @ \$6.24/bag – see attachment):	\$ 56.16
Rebar material (24 ea @ \$1.60/ea – see attachment):	\$ <u>38.40</u>
Subtotal:	\$ 1,438.56
Phoenix I OH&P (15%):	\$ <u>215.78</u>
Total Proposal Amount:	\$ 1,654.34

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 2-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By [Signature]



Phoenix I Restoration and Construction, Ltd.
14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)

Change Proposal Request # 01

Date Issued : 1/29/2014

Project: Navarro County Courthouse

Owner: Navarro County

Contractor: Phoenix 1 Construction

Description:

1. Saw cut as directed and remove exterior concrete slab in 2 places 3'6"X3'6" under the entrance stair and remove all spoils from site.
2. After geo-tech testing is complete, compact dirt w/vibratamping and replace concrete, doweling to existing w/ #4 X 2'-0" long X 1'-0" o/c. Finish shall be as adjacent concrete.

Attachments: NA

Requested by: Thomas M. Nichols, 1113 Architects, Inc.

Distribution:

- Owner
- THC
- MEP
- Structural
- Contractor
- Other

FREE SHIP TO STORE¹ OR HOME² ON OVER 400,000 ITEMS*. NEED IT NOW? BUY ONLINE AND PICK UP IN STORE³.



More saving.
More doing.

Your Store:
Lemmon Ave #589 (Change)

PRO Site Tool & Truck Rental Installation Services and Repair Gift Cards Help



Maximizer 80 lb. Concrete Mix

Model # MAX80 Store SKU # 254037

★★★★★ (2) Write a Review

\$6.24 / each

This item qualifies for a bulk price discount if you purchase at least 70 units. The adjusted price will display in the Cart.

784 In Stock at Lemmon Ave #589
(change pick up store)

PRODUCT SOLD : In Store Only

PRODUCT OVERVIEW

This product's specially manufactured aggregate material and higher volume of cement yields a mix that gives you 67% more coverage than regular concrete mix. Maximizer Concrete Mix is a pre-blended, ready to use mixture of concrete sand, expanded shale and clay aggregates and Portland cement packaged in a convenient bag. Maximizer Concrete Mix can be used anywhere commercial ready mixed concrete is used, and it can also be used where smaller quantities are needed or hard to reach areas that prevent a ready mix truck from delivering.

- One 80 lb. bag of maximizer yields 1 cu. ft. while an 80 lb. bag of regular concrete yields 0.6 cu. ft.
- May be used in standard concrete mix applications
- 5,500 psi in this product compared to 3,500 psi of regular concrete
- Outstanding strength of 5500 psi, making it the strongest all-purpose concrete mix

SPECIFICATIONS

Assembled Depth (in.)	22 in	Assembled Height (in.)	4.5 in
Assembled Width (in.)	18.5 in	Color Family	Gray
Compression strength (psi)	5500	Manufacturer Warranty	See Packaging
Material	Concrete	Mix Type	All-Purpose
Product Weight (lb.)	80	Vertical/overhead use	No
Working time (min.)	60		

SHIPPING OPTIONS

Store Exclusive. This item is available for purchase in select stores only.

FREE SHIP TO STORE¹ OR HOME² ON OVER 400,000 ITEMS³. NEED IT NOW? BUY ONLINE AND PICK UP IN STORE¹.



More buying
More doing.

Your Store:
Lemmon Ave #589 (Change)

[PRO Site](#) [Tool & Truck Rental](#) [Installation Services and Repair](#) [Gift Cards](#) [Help](#)



Weyerhaeuser 1/2 in. x 2 ft. Rebar

Model # 05152 Store SKU # 106151

★ ★ ★ ★ ★ (1) [Write a Review](#)

\$1.60 / each

1044 in Stock at Lemmon Ave #589
(change pick up store)

PRODUCT SOLD : In Store Only

PRODUCT OVERVIEW

Weyerhaeuser 1/2 in. x 2 ft. Rebar is made of an unfinished-steel material and is suitable for use in forming stakes for gardens, tents and sprinkler heads. It can also be used for connector ties and concrete projects.

- Unfinished-steel material
- Used for forming stakes for gardens, tents and sprinkler heads, connector ties and concrete projects
- Grade 40
- Deformed rebar
- Note: Product may vary by store.

SPECIFICATIONS

Assembled Depth (in.)	24 in	Assembled Height (in.)	1/2 in
Assembled Width (in.)	1/2 in	Diameter (in.)	0.5 in
Grade	40	Manufacturer Warranty	N/A
Product Length (in.)	24	Product Weight (lb.)	1.336
Type	Rebar		

SHIPPING OPTIONS

Store Exclusive. This item is available for purchase in select stores only.



Kohutek

Engineering & Testing, Inc.

CONSULTING ENGINEERS

January 23, 2014

1113 Architects
Attn: Tom Nichols
P. O. Box 1607
Georgetown, Texas 78627

Re: Engineering Services
Renovations to the Navarro County Courthouse
Corsicana, Texas
Proposal Number: 214P030

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 2-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By [Signature]



Dear Tom:

Concluding from your email, it is my understanding that you desire **Kohutek Engineering & Testing, Inc.** (KETI) to submit a proposal for completing a geotechnical investigation in regards to the above referenced project. With this understanding, **KETI** is pleased to submit our proposal for completing these engineering services.

General. It is my understanding that it is proposed to construct new features at the existing Navarro County Courthouse in Corsicana, Texas. The site is located at 300 West Second Avenue in Corsicana, Texas. It is understood that there is not access for a truck mounted drill rig; therefore, the proposed borings will require hand digging.

As per our conversation, it is understood that at the main entrance to the Courthouse, the two main columns are supported by shallow spread footings. Over the years, these columns have slightly tilted and are presently out of plumb. The primary question is to determine the types of soils, determine the relative saturation, shrink/swell potential, and allowable bearing capacity of the underlying soils. Also, you stated that you would like to have a discussion of soil stabilization by use of a chemical injectant. This will be discussed in the final report.

It is understood that some concrete sidewalk will require removal prior to completing the soil borings. The removal and replacement of the concrete sidewalks is not part of this scope of services; therefore, this will need to be completed prior to our scope of work. Please notify me when the concrete sidewalks have been removed.

The proposed scope of services is as follows:

A. Geotechnical Investigation.

1. In accordance with your RFP, we propose to complete 2 exploratory borings in the vicinity of the two concerned columns at the main entrance to the Courthouse. It is proposed that these borings be drilled to a depth of 20 feet below the existing ground surface. Sampling will be by hand auger drilling.

2. Based upon the soils sampled from these borings, geotechnical parameters will be developed through laboratory analysis for use in the formulation of geotechnical recommendations for the remedial design of the foundation for the columns. These recommendations will be presented in an engineering report.

The above geotechnical investigation can be commenced within 2 to 5 working days of receipt of written notice to proceed; the exact commencement date will be dependent upon favorable weather conditions and site accessibility. The final report can be delivered within approximately 10 to 15 working days of completion of the field investigation. This basic scope of services can be completed for a fee **\$ 3,650.00.**

This proposal is based upon the assumptions that no extraordinary measures will be required due to unusual sub-surface conditions, site access with drilling equipment and legal access is available to all locations at the time that drilling is scheduled. Clearing of brush to provide access to the bore locations is not included in this proposal. **Please ensure that the tract and specific location of the structure is clearly marked.** Failure to have the tract and specific location of the structure clearly marked will result in delay in completing this investigation; resulting in additional charges for a subsequent trip to the site. Additional trips to site due to inaccessibility or site not be marked will be considered additional mobilization and will be invoiced at \$175 per hour in addition to the basic fee stated above. If the Client desires surveyed locations of the borings, then these services are to be provided by others or billed at cost plus 15 percent. The above quoted fee will not be exceeded unless unusual conditions are encountered and then only after prior consultation with you. This proposal is valid for a maximum of 60 days.

Please note that the general area of these improvements appears to be the entrance for utility service to the Courthouse. Therefore, before drilling the exploratory borings, the Texas One Call will need to be notified. Once the call order is placed, they have 72 hours to locate utilities of their members. Additionally, the City of Corsicana will be notified along with Navarro County. By authorizing KETI to complete this geotechnical investigation, KETI will complete a "due diligence" look for buried utilities. **In the event that an unknown utility is damaged during the drilling of the exploratory borings, it is agreed by all parties concerned that the Client shall indemnify, defend, and hold harmless KETI, its Officers, Directors, employees and agents from and against all suits, actions or claims of any character arising out of or related to the project EXCEPT THOSE BASED ON THE SOLE NEGLIGENCE OF KETI.**

I appreciate the opportunity to be of service and look forward to proceeding as soon as authorized. If this proposal meets your approval, please have the appropriate party sign the enclosed Services Agreement and return an original signature copy to our offices. Thank you.

Sincerely,

Kohutek Engineering & Testing, Inc.
Geotechnical, Construction Materials
and Forensics
TBPE Registration No. F-778



Gordon L. Kohutek, P.E.
President

Encl. Services Agreement

SERVICES AGREEMENT

THIS AGREEMENT is by and between KOHUTEK ENGINEERING & TESTING, INC., a Texas corporation, located at 3200 East University Avenue, Georgetown, Texas 78626, ("ENGINEER") and the following CLIENT:

CLIENT NAME: 1113 Architects
ADDRESS: P. O. Box 1607
CITY: Georgetown STATE: TX ZIP: 78627
CONTACT Tom Nichols, AIA PHONE 512-869-1104 FAX
EMAIL: tnichols@1113architects.com CELL: FAX

CLIENT desires to engage ENGINEER to provide the services set forth in the attached letter of January 23, 2014 which is incorporated herein by reference), in connection with the PROJECT described as follows:

PROJECT NAME: Renovations to the Navarro County Courthouse
PROJECT ADDRESS: 300 West Second Avenue
PROJECT CITY: Corsicana STATE: TX ZIP:
BILLING ADDRESS IF DIFFERENT FROM ABOVE:

CLIENT shall be billed and agrees to pay ENGINEER for services it provided on the PROJECT in the manner indicated below:

- X According to the fees set forth in the attached letter, Proposal No. 214P030.
A lump sum of
According to ENGINEER's standard unit price schedule (which is attached, if applicable).

The person signing below hereby states that he is authorized to represent and bind CLIENT and will personally guarantee payment for the charges hereby incurred.

DO NOT SIGN UNTIL YOU READ AND UNDERSTAND THE PROVISIONS ON THE REVERSE SIDE WHICH ARE MADE A PART OF THIS AGREEMENT.

AGREED AND AUTHORIZED:

CLIENT: Kohutek Engineering & Testing, Inc.
By: By:
Title: Title: President
DATE AUTHORIZED:

REPORTS DISTRIBUTION:

1 copy to Client.

TERMS OF AGREEMENT BETWEEN CLIENT AND ENGINEER

CLIENT and KOHUTEK ENGINEERING & TESTING, INC. (Engineer) agree as follows:

ENGINEER'S SERVICES and RESPONSIBILITIES

- 1. Engineer shall provide the services for the Project which are specifically listed on the front side of this Agreement. Additional services shall be provided if authorized by Client in writing and accepted by Engineer.
- 2. Project completion dates are estimates only and Engineer does not warrant or guarantee completion by any date certain.
- 3. Construction inspection and testing services, if required by this Agreement, shall be performed in accordance with Project specifications provided by Client. Engineer shall not have control of and shall not be responsible for means, methods, or safety precautions of the contractor or any acts or omissions of the contractor or any other person performing work at the Project.

CLIENT'S RESPONSIBILITIES

- 4. Client shall provide Engineer with full information about the Project including Client's objectives, specifications, constraints and as required to establish the legal boundaries of the Project site and the location of any underground utilities or easements. Engineer shall be entitled to rely on the accuracy and completeness of this information.
- 5. Client warrants to Engineer that Client is lawfully authorized to enter the Project site and to contract for Engineer's services. Client shall provide Engineer with full access to the Project site.

PAYMENTS TO ENGINEER

- 6. Payments to Engineer shall be calculated as noted on the front side of this Agreement. Engineer's services are to be billed at an hourly rate. Such rate shall be in accordance with Engineer's usual and customary hourly rates or a schedule of such rates will be provided on request.
- 7. Engineer shall invoice Client monthly for services rendered. Invoices are due and payable upon receipt by Client. Client shall pay invoices promptly. If Client's account is more than 10 days past due, Engineer is authorized to suspend all services under this Agreement.
- 8. Amounts unpaid 30 days after the date of Engineer's invoice shall bear interest thereafter at the rate of 1.5% per month.
- 9. If Client's past due account is referred for collection, the Client agrees to pay all reasonable and customary collection and attorney fees incurred by the Engineer in order to collect the past due amount.
- 10. Client agrees to pay the Engineer's reasonable Project expenses at cost plus a 15% administrative charge. These expenses include: transportation and living expenses for out of town travel; long distance charges; materials; equipment; outside laboratory tests; outside consultants; computer charges; printing and reproduction; photographs; videotape; shipping charges; special fees; extra insurance; standby charges and any other expense reasonably related to providing services for the Project.

MISCELLANEOUS PROVISIONS

- 11. This Agreement shall be governed by Texas law and venue for any dispute shall be Williamson County, Texas.
- 12. Client agrees that the inspections, tests, drawings, specifications and reports prepared by Engineer for the Project are instruments of service only and shall remain the property of Engineer. Client may use these instruments of service only in connection with this Project. They are not intended for use by third parties other than Client's other consultants on this Project.
- 13. Engineer may assign services under this Agreement to subcontractors or subconsultants at the Engineer's option.
- 14. This Agreement shall be binding upon all successors and assigns of Client and no assignment shall be made by Client without the written agreement of Engineer.
- 15. This Agreement represents the entire and integrated agreement between Client and Engineer and supersedes all prior negotiations, representation or agreements, either written or oral. This Agreement between Client and Engineer confers no rights or benefits on anyone other than Client and Engineer and has no third-party beneficiaries.

NO WARRANTY

16. Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall be construed: 1) to constitute a guarantee, warranty or assurance, either express or implied, that Engineer's services will yield or accomplish a specific result; 2) to obligate the Engineer to exercise professional skill or judgment greater than that which can reasonably be expected from other Engineers under like circumstances; or 3) as an assumption by the Engineer of the liability of any other person.

LIMITATION OF LIABILITY

17. CLIENT HEREBY EXPRESSLY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE, INCLUDING ENGINEER'S NEGLIGENCE, ERRORS, OMISSIONS, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY THE ENGINEER UNDER THIS AGREEMENT.

INDEMNIFICATION

18. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ENGINEER, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER ARISING OUT OF OR RELATED TO THE PROJECT EXCEPT THOSE BASED ON THE SOLE NEGLIGENCE OF ENGINEER.