#### NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 14<sup>th</sup> day of November, 2016 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building 601N. 13<sup>th</sup> Street in Corsicana, Texas. Presiding Judge HM Davenport, Jr. Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

- 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren Carried unanimously
- 2. Opening prayer by Comm. Olsen
- 3. Pledge of Allegiance
- Public Comments-Don King- TYC Bldg.

PG 4312

# Consent Agenda

Motion to approve consent agenda item 5-8 by Comm. Martin sec by Comm. Grant Carried unanimously

- 5. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 10/31/16)

  TO WIT PG 4313-4326
- 6. Motion to approve the minutes of the September 1<sup>st</sup> Planning and Zoning meeting

  \*\*TO WIT PG 4327\*
- 7. Motion to approve minutes of the September 15<sup>th</sup> Planning and Zoning meeting TO WIT PG 4328
- 8. Motion to approve of a replat of Southpoint on Richland Chambers, combining lots 41 and 42 for Raymond Tray Elam and Laurie Cureton Elam

# **Action Items**

- 9. No action on Burn Ban (burn ban off)
- Motion to approve County Auditor's June 2016 Monthly Financial Report pursuant to LGC 114.024 by Comm. Olsen sec by Comm. Grant Carried unanimously

  TO WIT PG 4329-4332

- 11. Table to approve cash management application with Prosperity Bank
- 12. Motion to approve Independent contractor Agreement between Navarro County, TX and Texoma HIDTA and Thomas P Harris by Comm. Martin sec by Comm. Olsen

  Carried unanimously
- 13. Motion to approve Treasurer's Report for August 2016, Ryan Douglas by Comm.

  Grant sec by Comm. Warren

  Carried unanimously

  TO WIT PG 4343-4344
- 14. No action taken to approve declaring 2 Black desk chairs as salvage from Treasure's Office
- Donald Kelm, District Extension Administrator with Texas A & M AgriLife
   Extension Service To give summary of the educational programming for Navarro
   County
   TO WIT PG 4345-4346
- Motion to approve Deputy Constable for Precinct 2 by Comm. Martin sec by Comm. Grant Carried unanimously
- 17. Motion to approve Finance Agreement for Dump Truck for Precinct 2 by Comm.

  Martin sec by Comm. Olsen

  Carried unanimously

  TO WIT PG 4347-4359
- 18. 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 by Comm. Olsen sec by Comm. Grant Carried unanimously

  TO WIT PG 4360-4373
- 10:30 Motion to go into Executive Session Pursuant to the Texas Government Code 551.074 to discuss Personnel by Comm. Olsen sec by Comm. Warren Carried unanimously
  - 10:58 Motion to come out of executive session by Comm. Olsen sec by Comm. Warren Carried unanimously
- 20. Motion to approve action taken in Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel to appoint Bobby Rachel to Pct. 3 Constable by Comm. Warren sec by Comm. Grant Carried unanimously

- 21. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.076 to discuss Security Devices or Security Audit by Comm. Grant sec by Comm. Martin Carried unanimously Motion to come out of Executive Session by Comm. Grant sec by Comm. Martin Carried unanimously
- No action taken on Executive Session Pursuant to the Texas Government Code
   551.076 to discuss Security Devices or Security Audit
- 23. 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 November 14<sup>th</sup>, 2016.

Signed 14th day of November, 2016

Sherry Dowd, County Clerk





# NAVARRO COUNTY COMMISSIONERS COURT

# PUBLIC COMMENTS PARTICIPATION FORM

# PRINT NAME AND SUBJECT

Date 11-14-16

NAME  1. DONALD KINC	TYC SUBJECT
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A/P CLAIMS LIST

4313 VCH101 PAGE 1 5

VENDOR NAME	ACCOUNT		ACCOUNT NAME	ITEM/REASON		INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ACTION SIGN & BANNER	2017 201-	560-495	MISCELLANEOUS	3 x 5 SHERIFF B	ANNE	289	11/09/2016	11/14/2016	302604	234.00
AT&TSERVICES INC.			TELEPHONE	9038751583 07/2					502001	66.38
AT&TSERVICES INC.			TELEPHONE	9038751583 08/2						65.54
AT&TSERVICES INC.			TELEPHONE	1717995787 10/1						2,034.32
AT&TSERVICES INC.			TELEPHONE	9038751583 10/2	200					65.44
AT&TSERVICES INC.	2017 101-	410-435	TELEPHONE	9038751583 09/2						65.54
ATMOS ENERGY	2017 101-	512-435	UTILITIES	3043865324 10/0	8/16	5324 - NOV 2	11/10/2016	11/14/2016		1,233.14
ATMOS ENERGY	2017 101-	410-430	UTILITIES	4009459327 10/0	8/16	9327 - NOV 2	11/10/2016	11/14/2016		53.57
ATMOS ENERGY	2017 101-	410-430	UTILITIES	3033118034 10/0	8/16	8034 - NOV 2	11/10/2016	11/14/2016		49.73
BETA TECHNOLOGY, INC.	2017 101-	512-330	JANITORIAL SUPPL	BETAZYME		613091	11/09/2016	11/14/2016	302651	348.00
BETA TECHNOLOGY, INC.	2017 101-	512-330	JANITORIAL SUPPL	BETA CLEAN		613091	11/09/2016	11/14/2016	302651	264.00
BLACKFORD PRINTING CO.	2016 101-	456-310	OFFICE SUPPLIES	750 BLUE REPLY	FORM	34090	11/10/2016	11/14/2016	302430	117.50
BLACKFORD PRINTING CO.	2016 101-	457-310	OFFICE SUPPLIES	750 BLUE REPLY	FORM	34090	11/10/2016	11/14/2016	302430	117.50
BLACKFORD PRINTING CO.	2016 101-	458-310	OFFICE SUPPLIES	750 BLUE REPLY	FORM	34090	11/10/2016	11/14/2016	302430	117.50
BLACKFORD PRINTING CO.	2016 101-	459-310	OFFICE SUPPLIES	750 BLUE REPLY	FORM	34090	11/10/2016	11/14/2016	302430	117.50
CASEY GASTON	2017 101-	560-428	TRAVEL/CONFERENC	19TH ANNUAL TAP	EIT	REIMB - 10/3	11/10/2016	11/14/2016		4.68
CHRIS GARRETT	2017 101-	572-42B	TRAVEL/CONFERENC	724 MILES 8 .54		OCT 2016	11/10/2016	11/14/2016		390.96
CHRYSTAL JANSSEN	2017 101-	572-428	TRAVEL/CONFERENC	385 MILES @ .54		OCT 2016	11/10/2016	11/14/2016		207.90
CHRYSTAL JANSSEN	2017 101-	572-428	TRAVEL/CONFERENC	3RD ANNUAL MENT	AL H	REIMB - 10/2	11/13/2016	11/14/2016		383.70
CONSTELLATION NEWENERGY	2017 101-	410-430	UTILITIES	104437200084251	91	0035820413-0	11/10/2016	11/14/2016		9.50
COOPER & FRENCH INSURAN	2017 101-	512-417	BONDS	YORK JR, CHARLI	E 10	4726	11/09/2016	11/14/2016	302605	71.00
COPY CENTER	2017 101-	560-310	OFFICE SUPPLIES	NOTARY STAMP - 1	WILL	0151982-001	11/09/2016	11/14/2016	302656	23.95
DANIEL ROBERT BILTZ	2017 101-	435-411	COURT APPOINTED	BRUMBELOW, BRAN	DON	36861	11/10/2016	11/14/2016		400.00
DANIEL ROBERT BILTZ	2017 101-	435-411	COURT APPOINTED	BRUMBELOW, BRAN	DON	36996	11/10/2016	11/14/2016		300.00
DANIEL ROBERT BILTZ	2017 101-	435-411	COURT APPOINTED	BRUMBELOW, BRAN	DON	36992	11/10/2016	11/14/2016		200.00
DANIEL ROBERT BILTZ	2017 101-	435-411	COURT APPOINTED	CATHEY, LAURA		33667	11/10/2016	11/14/2016		200.00
DEALERS ELECTRICAL SUPP	2017 101-	512-321	MAINTENANCE SUPP	CAT 5E CABLE -	BLUE	3307771-00	11/09/2016	11/14/2016	302600	369.00
DEALERS ELECTRICAL SUPP	2017 101-	410-321	MAINTENANCE SUPP	BULBS		3307908-00	11/14/2016	11/14/2016	302566	60.87
FEDEX - TXMAS	2017 101-	406-311	POSTAGE	2934-0047-4		5-599-26860	11/10/2016	11/14/2016		25.95
FIVE STAR SERVICES INC	2017 101-	512-380	GROCERIES	09/29/16 - 10/0	5/16	25957	11/10/2016	11/14/2016		4,063.64
FIVE STAR SERVICES INC	2017 101-	512-380	GROCERIES	10/06/16 - 10/1	2/16	25991	11/10/2016	11/14/2016		4,049.95
GALLS LLC	2017 101-	560-426	UNIFORMS	CLASS B PANTS -	SWE	006216101	11/09/2016	11/14/2016	302606	66.00
GALLS LLC	2017 101-	560-426	UNIFORMS	CLASS B PANTS -	HOG	006200066	11/09/2016	11/14/2016	302606	66.00
GALLS LLC	2017 101-	560-426	UNIFORMS	CLASS B PANTS -	HIN	006200063	11/09/2016	11/14/2016	302606	66.00
GALLS LLC	2017 101-	560-426	UNIFORMS	CLASS B PANTS -	HUR	006199979	11/09/2016	11/14/2016	302606	66.00
GALLS LLC	2017 101-	560-426	UNIFORMS	CLASS B PANTS -	WIL	006248675	11/09/2016	11/14/2016	302606	66.00
GALLS LLC	2017 101-	560-426	UNIFORMS	SS SHIRTS - WIL	LIAM	006248675	11/09/2016	11/14/2016	302606	69.50
GALLS LLC	2017 101-	560-426	UNIFORMS	POLO SHIRT - CA	GLE,	006238296	11/09/2016	11/14/2016	302606	35.25
GEXA ENERGY - DALLAS	2016 101-	410-430	UTILITIES	205 SE 3RD ST 0	9/14	2070770-3 -	11/09/2016	11/14/2016		28.62
GEXA ENERGY - DALLAS	2017 101-	411-430	UTILITIES	601 N 13TH ST G	RDL	2147076-3 -	11/09/2016	11/14/2016		39.09
GEXA ENERGY - HOUSTON	2016 101-	560-429	TRAINING - FIRIN	2810 NECR 0080	09/1	22060412-4	11/09/2016	11/14/2016		9.63
GEXA ENERGY - HOUSTON	2016 101-	512-435	UTILITIES	312 W 2ND AVE 0	9/15	22060412-4	11/09/2016	11/14/2016		29.08
GEXA ENERGY - HOUSTON	2017 101-	410-430	UTILITIES	221 W 1ST AVE 0	9/19	22077959-4	11/10/2016	11/14/2016		175.35
GEXA ENERGY - HOUSTON	2017 101-	411-430	UTILITIES	601 N 13TH ST 0	9/19	22077959-4	11/10/2016	11/14/2016		1,024.57
GEXA ENERGY - HOUSTON			UTILITIES	209 W 1ST AVE 0	9/19	22077959-4	11/10/2016	11/14/2016		65.39
GEXA ENERGY - HOUSTON	2017 101-	410-430	UTILITIES	312 W 1ST AVE 0	9/19	22077959-4	11/10/2016	11/14/2016		9.50
GEXA ENERGY - HOUSTON	2017 101-	410-430	UTILITIES	800 N MAIN ST 0	9/19	22077959-4	11/10/2016	11/14/2016		2,159.37
GEXA ENERGY - HOUSTON	2017 101-	410-430	UTILITIES	800 N MAIN ST S	TE R	22077959-4	11/10/2016	11/14/2016		711.35
GEXA ENERGY - HOUSTON			UTILITIES	400 W 2ND AVE 0			11/10/2016			12.66
GEXA ENERGY - HOUSTON			UTILITIES	312 W 15T AVE B			11/10/2016			48.80
GEXA ENERGY - HOUSTON			UTILITIES	800 N MAIN ST H			11/10/2016			335.17
GILFILLAN HARDWARE			MAINTENANCE SUPP		EPOX			11/14/2016		9.78
HOME DEPOT CREDIT SERVI						5081757		11/14/2016		254.00
ICS			INMATE SUPPLIES					11/14/2016		98.00
ICS	2017 101-	512-350	INMATE SUPPLIES	CLEAR SECURITY	KAZO	WU000464	11/09/2016	11/14/2016	302646	204.00

VENDOR NAME	ACCO	UNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ICS	2017 1	01-512-350	INMATE SUPPLIES	UNWRAPPED SOAP	W0000464	11/09/2016	11/14/2016	302646	195.44
ICS	2017 1	01-512-350	INMATE SUPPLIES	SHORT HANDLE TOOTHB	W0000464	11/09/2016	11/14/2016	302646	97.80
ICS	2017 1	01-512-350	INMATE SUPPLIES	GEL TOOTHPASTE	W0000464	11/09/2016	11/14/2016	302646	91.25
ICS	2017 1	01-512-351	INMATE LINEN & B	12" X 12" WASHCLOTH	W0000463	11/09/2016	11/14/2016	302646	90.60
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	DISPENSER-DEOD TIME	137823	11/09/2016	11/14/2016	302671	199.50
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	DEOD-TIME RELEASE	137823	11/09/2016	11/14/2016	302671	108.00
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	TOWEL-M/F NATURAL-4	137822	11/09/2016	11/14/2016	302648	207.50
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	LINER-40X48 16 MIC-	137822	11/09/2016	11/14/2016	302648	396.80
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	TISSUE-BATH NOVA 2P	137822	11/09/2016	11/14/2016	302648	1,036.50
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	BLEACH-LIQUID 5.25%	137822	11/09/2016	11/14/2016	302648	141.00
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	BROOM-ANGLE JUMBO	137822	11/09/2016	11/14/2016	302648	42.00
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	SOAP-LAUNDRY VESPER	137822	11/09/2016	11/14/2016	302648	300.00
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	CLEANSER-POWDERED B	137822	11/09/2016	11/14/2016	302648	25.44
IJS COMPANY	2017 1	01-512-330	JANITORIAL SUPPL	TISSUE-BATH JUMBO 1	137822	11/09/2016	11/14/2016	302648	63.70
IJS COMPANY	2017 1	01-512-350	INMATE SUPPLIES	SANITARY-NATURELLE	137822	11/09/2016	11/14/2016	302648	246.00
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	TOWEL-ROLL 10" BLEA	137624	11/10/2016	11/14/2016	302567	59.70
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	TRASH CAN-41 1/4 QT	137624	11/10/2016	11/14/2016	302567	10.89
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	PAIL-14 QUART	137624	11/10/2016	11/14/2016	302567	16.29
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	TISSUE-BATH HEAVENL	137925	11/10/2016	11/14/2016	302722	309.00
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	TOWEL-ROLL 10" BLEA	137925	11/10/2016	11/14/2016	302722	477.60
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	TOWEL-M/F LIVI BASI	137925	11/10/2016	11/14/2016	302722	182.80
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	LINER-30X37 16 MICR	137925	11/10/2016	11/14/2016	302722	175.16
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	DISINFECTANT/DEOD-L	137925	11/10/2016	11/14/2016	302722	84.60
IJS COMPANY	2017 1	01-411-330	JANITORIAL SUPPL	LYSOL DISINF BOWL C	137925	11/10/2016	11/14/2016	302722	37.92
IJS COMPANY	2017 1	01-410-330	JANITORIAL SUPPL	BROOM-ANGLE SMALL-L	137189	11/14/2016	11/14/2016	300107	3.95
IJS COMPANY	2017 1	01-410-330	JANITORIAL SUPPL	DUST PAN-LOBBY PLAS	137189	11/14/2016	11/14/2016	300107	16.00
IJS COMPANY				TRASH CAN-41 1/4 QT			11/14/2016		25.70
IJS COMPANY				TISSUE-BATH HEAVENL			11/14/2016		257.50
IJS COMPANY				LINER-30X37 16 MICR			11/14/2016		247.20
IJS COMPANY				TOWEL-M/F BLEACHED			11/14/2016		114.25
IJS COMPANY				LINER-38X58 2 MIL-1			11/14/2016		210.00
K & S TIRE TOWING & REC							11/14/2016		688.98
K & S TIRE TOWING & REC							11/14/2016	302482	60.33
KEATHLEY & KEATHLEY			OTHER LITIGATION		71455	11/10/2016			3.00
KEATHLEY & KEATHLEY			COURT APPOINTED		71455	11/10/2016			437.50
KEATHLEY & KEATHLEY			MENTAL / AD LITE		20995	11/14/2016			468.75
KELLY R MYERS, ATTORNEY					24903	11/14/2016			475.00
KELLY R MYERS, ATTORNEY LAW OFFICE OF JASON ALL					24410		11/14/2016		1,962.50
LAW OFFICE OF MICAH C H				BASTON, ANTHONY	36176		11/14/2016		825.00 450.00
LAW OFFICE OF MICAN C H				Residence of the strategic transfer.	34622 36302	11/10/2016			262.50
LAW OFFICE OF MICAH C H					36937	11/10/2016			362.50
LAW OFFICE OF MICAH C H					36792	11/10/2016			462.50
LAW OFFICE OF MICAH C H					72464 (2)	11/10/2016			3.00
LAW OFFICE OF WILLIAM E					33101	11/13/2016			1,460.00
LENOVO FINANCIAL SERVIC						11/10/2016	#284.25. FOUNDED NO. 154		652.10
LENOVO FINANCIAL SERVIC						11/10/2016			466.53
LENOVO FINANCIAL SERVIC			returne i samuel esta esta esta esta esta esta esta esta			11/13/2016			581.14
LENOVO FINANCIAL SERVIC					29361270	11/13/2016			75.00
LEXIS NEXIS - DALLAS				1000RVZSP 10/01/16		11/10/2016			238.14
LEXIS NEXIS - DALLAS				163NBF 10/01/16 - 1		11/10/2016			150.00
LINEBARGER GOGGAN BLAIR									735.75
LINEBARGER GOGGAN BLAIR									1,398.18
LINEBARGER GOGGAN BLAIR									2,018.10
LINEBARGER GOGGAN BLAIR	2016 1	01-202-004	AP - LINEBARGER	09/01/16 - 09/30/16	JP 4 - SEP 2	11/09/2016	11/14/2016		1,300.27

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	90 NO	AMOUNT
LOCHRIDGE PRIEST INC -	2017 101-411-45	MAINT CONTRACT -	MAINTENANCE 10/01/1	CS286C	11/10/2016	11/14/2016		620.58
MCM ELECTRONICS			CR-2 LITHIUM BATTER		11/10/2016	11/14/2016 3	302706	202.00
MELANIE HYDER	2017 101-572-42	TRAVEL/CONFERENC	93 MILES @ .54	OCT 2016	11/10/2016	11/14/2016		50.22
MELANIE HYDER	20.00	N 1 1 1 1	21ST ANNUAL TCSA CO		11/13/2016	11/14/2016		710.81
MICHAEL J CRAWFORD		COURT APPOINTED		37070		11/14/2016		300.00
MICHAEL J CRAWFORD		1 COURT APPOINTED		NO BILLED		11/14/2016		200.00
MICHAEL J CRAWFORD	2017 101-435-47		WATKINS, RALPH	36507		11/14/2016		260.00
MICHAEL J CRAWFORD		1 COURT APPOINTED	MARKARY R / TRACTOR	36507		11/14/2016		10,037.50
NATALIE ROBINSON			71ST COUNTY AUDITOR					896.99
NAVARRO CO TAX ASSESSOR				NAVCOB2016		11/14/2016		7.50
NAVARRO CO TAX ASSESSOR				NAVC082016		11/14/2016		37.50
NAVARRO CO TAX ASSESSOR				NAVC092016		11/14/2016		7.50
NAVARRO CO TAX ASSESSOR				NAVC092016		11/14/2016		31.75
NAVARRO COUNTY ELECTRIC			11255700 - HWY 0022					112.00
NAVARRO COUNTY ELECTRIC			14707000 - FM 0667					35.00
NAVARRO COUNTY ELECTRIC			15514400 - MCKINNEY					40.00
NAVARRO COUNTY ELECTRIC								9,28
NAVARRO COUNTY ELECTRIC								17.58
NAVARRO COUNTY ELECTRIC								9.28
NAVARRO COUNTY ELECTRIC								8.30
NEAL GREEN		5 OTHER LITIGATION		36184		11/14/2016		9.71
NEAL GREEN		1 COURT APPOINTED		36184		11/14/2016		4,540.00
NEAL GREEN		1 COURT APPOINTED		34817 (2)		11/14/2016		762.50
		0 INVESTIGATIVE /		100011484		11/14/2016	302466	597.00
NEAT BRANDS INC						11/14/2016		65.00
NEAT BRANDS INC		O INVESTIGATIVE /		100011484		11/14/2016		290.00
NEW LONDON TECHNOLOGY I						11/14/2016		290.00
NEW LONDON TECHNOLOGY I								271.92
OFFICE DEPOT INC-TXMAS				869298435001 869298435001				51.89
		2 COPY & POSTAGE S	HP 950 INK - BLACK					46.54
OFFICE DEPOT INC-TXMAS			HP 950 INK - BLACK					109.98
OFFICE DEPOT INC-TXMAS				870336928001				13.49
OFFICE DEPOT INC-TXMAS		2 COMPUTER SUPPLIE		B70331465001				79.98
		O OFFICE SUPPLIES						79.00
		2 COPY & POSTAGE S		870606885001				59.98
OFFICE DEPOT INC-TXMAS		2 COPY & POSTAGE S		870316530001				228.29
								94.99
OFFICE DEPOT INC-TXMAS								94.99
OFFICE DEPOT INC-TXMAS								94.99
OFFICE DEPOT INC-TXMAS								
OFFICE DEPOT INC-TXMAS				870596904001				15.29 15.29-
OFFICE DEPOT INC-TXMAS OFFICE DEPOT INC-TXMAS								15.29
OFFICE DEPOT INC-TAMAS				871459357001 869425174001				79.99
OFFICE DEPOT INC-TXMAS				869425887001				264.38
OFFICE DEPOT INC-TXMAS				870762322001				172.08
OMNIBASE SERVICES OF TE			FTA 07/01/16 - 09/3				302002	183.65
			FTA 07/01/16 - 09/3	570				218.70
OMNIBASE SERVICES OF TE OMNIBASE SERVICES OF TE				1079				216.86
OMNIBASE SERVICES OF TE								190.70
ORKIN PEST CONTROL			70772 - 223 W 1ST A			11/14/2016		41.20
PCMG INC			KEYBOARD, MOUSE				302655	295.00
PCMG INC		O OFFICE SUPPLIES	12.72 	S98828310101				10.00
PHILIP R TAFT PSY			WALLER, TAYLOR VON			11/14/2016	302033	1,137.50
								736.02
PITNEY BOWES INC			CG333A INK, TAPE, C			11/14/2016		1,414.67-
PITNEY BOWES INC	7010 Int-400-31	e cori e costude s	REFERENCE TO INV 10	1900033311	**103/5010	11/14/2010		1,744.0/-

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TOP I	PO NO	AMOUNT
PITNEY BOWES INC	2016 101-406-31	2 COPY & POSTAGE S	CG333A INK, TAPE, C	1000390787	11/09/2016	11/14/2016		1,414.67
PITNEY BOWES INC			07/30/16 - 08/29/16			11/14/2016		230.00
PITNEY BOWES INC			08/30/16 - 09/29/16			11/14/2016		230.00
PITNEY BOWES INC			09/30/16 - 10/29/16			11/14/2016		230.00
ROBLES LAW FIRM		1 COURT APPOINTED		37062		11/14/2016		400.00
ROBLES LAW FIRM			QUALLS, JEREMY DON			11/14/2016		1,350.00
ROBLES LAW FIRM			QUALLS, JEREMY DON			11/14/2016		550.00
SIRCHIE FINGER PRINT LA			BLUEVIEW GUNPOWDER			11/14/2016	302649	298.50
SIRCHIE FINGER PRINT LA				0274491-IN		11/14/2016 3		46.12
SIRCHIE FINGER PRINT LA						11/14/2016 3		77.50
SIRCHIE FINGER PRINT LA				0274491-IN		11/14/2016 3		19.95
SIRCHIE FINGER PRINT LA						11/14/2016 3		11.00
SIRCHIE FINGER PRINT LA				0274491-IN		11/14/2016 3		15.95
SIRCHIE FINGER PRINT LA						11/14/2016 3		21.50
SOUTHERN HEALTH PARTNER						11/14/2016	302043	114.30
SOUTHERN HEALTH PARTNER				BASE27848		11/14/2016		25,362.14
TALLEY CHEMICAL & SUPPL						11/14/2016		118.08
TERRI GILLEN			71ST COUNTY AUDITOR					51.96
TEXAS ASSOC ELECTION AD						DESCRIPTION OF THE PROPERTY OF		25.00
TEXAS ASSOC ELECTION AD								75.00
TEXAS ASSOC ELECTION AD				DESCRIPTION OF THE PROPERTY.				37.50
TEXAS ASSOC ELECTION AD								112.50
TEXAS DISTRICT & COUNTY								350.00
TEXAS FIRE ALARM INC		5 MAINT CONTRACT -		M25093		11/14/2016		40.00
THE EILAND LAW FIRM			DANIELS, REGINALD	36798		11/14/2016		400.00
THE EILAND LAW FIRM		1 COURT APPOINTED		36661		11/14/2016		400.00
THE EILAND LAW FIRM		1 COURT APPOINTED	HALL, RASHAOD	34517		11/14/2016		475.00
THE EILAND LAW FIRM		1 COURT APPOINTED	HALL, RASHAOD	36807		11/14/2016		375.00
THE EILAND LAW FIRM		1 COURT APPOINTED	CHAIDEZ, ALEXIS	36376		11/14/2016		875.00
THEDFORD OFFICE SUPPLY			BROTHER 225 TONER -			11/14/2016 3	102633	49.99
THEDFORD OFFICE SUPPLY			BROTHER 225 TONER -			11/14/2016 3		49.99
THEDFORD OFFICE SUPPLY		O OFFICE SUPPLIES	BROTHER 225 TONER -			11/14/2016 3		49.99
THEDFORD OFFICE SUPPLY			BROTHER 225 TONER -			11/14/2016 3		49.99
THEDFORD OFFICE SUPPLY						11/14/2016 3		49.99
THEDFORD OFFICE SUPPLY						11/14/2016 3		49.99
THEDFORD OFFICE SUPPLY			LEXMARK T640 TONER			11/14/2016 3		159.99
THEDFORD OFFICE SUPPLY			Table Property	The Control of the		11/14/2016 3		539.91
THEDFORD OFFICE SUPPLY						11/14/2016 3		99.98
THEDFORD OFFICE SUPPLY						11/14/2016 3		199.96
THEDFORD OFFICE SUPPLY						11/14/2016 3		149.99
THEDFORD OFFICE SUPPLY						11/14/2016 3		1,199.00
THOMAS ALLEN PH D			BASTON, ANTHONY VER			11/14/2016		1,250.00
TIM'S TIRES & WHEELS		5 REPAIRS & MAINT		061679	and Market State of the State o	11/14/2016 3	302476	8.00
TINT MASTER			UNIT 2158 - TINTED			11/14/2016 3		150.00
ULINE			NITRILE POWDER FREE			11/14/2016 3		240.00
ULINE			NITRILE POWDER FREE			11/14/2016 3		240.00
ULINE		0 INVESTIGATIVE /		80963650		11/14/2016 3		24.00
ULINE			CLEAR CONTRACTOR BA			11/14/2016 3		21.00
ULINE			BLACK CONTRACTOR BA			11/14/2016 3		21.00
ULINE		0 INVESTIGATIVE /		80963650		11/14/2016 3		17.00
ULINE		O INVESTIGATIVE /		80963650		11/14/2016 3		36.80
VIRTUAL GRAFFITI INC			SONICWALL 2 PORT SF			11/14/2016 3		285.00
VIRTUAL GRAFFITI INC			SPF 850NM 550M MMF			11/14/2016 3		86.00
VIRTUAL GRAFFITI INC		2 COMPUTER SUPPLIE		677266		11/14/2016 3		285.00-
WATERWORKS			REPAIRED IRRIGATION			11/14/2016	_	165.47

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
WEST PUBLISHING CORP	2016 101-435-41	9 DUES & PUBLICATI	1000234522 09/01/16	B34797756	11/09/2016 11	1/14/2016	585.64
WEST PUBLISHING CORP	2016 101-480-41	9 PUBLICATIONS	1000261004 08/01/16	834629988	11/10/2016 11	1/14/2016	444.00
WEST PUBLISHING CORP	2016 101-480-41	9 PUBLICATIONS	1000261004 09/01/16	834808750	11/10/2016 11	1/14/2016	444.00
WEX BANK	2017 101-560-37	O GAS & OIL	3698016684 - 11/04/	09987	11/13/2016 11	1/14/2016	38.84
WILLIAM EARL PRICE	2017 101-435-41	1 COURT APPOINTED	LOZANO, LORI	36556	11/10/2016 11	1/14/2016	700.00
WILLIAM EARL PRICE	2017 101-430-41	1 COURT APPOINTED	WALKER JR, TERRY	36963	11/10/2016 11	1/14/2016	625.00
WINTERS OIL COMPANY	2017 101-560-37	O GAS & OIL	2400 GAL GAS	545901	11/13/2016 11	1/14/2016 302629	4,392.24
XEROX BUSINESS SERVICES	2016 101-403-41	O PROFESSIONAL SER	289570 - OCT 2016	1314343	11/10/2016 11	1/14/2016	2,528.70
XEROX CORP - TXMAS	2016 101-512-44	O COPIER RENTAL	712036656 - OCT 201	086596791	11/09/2016 11	1/14/2016	251.35
XEROX CORP - TXMAS	2016 101-402-44	O COPIER RENTAL	721466365 - OCT 201	086596795	11/09/2016 11	1/14/2016	309.18
1113 ARCHITECTS INC	2016 101-410-41	O PROFESSIONAL SER	ARCHITECT SERVICES	3389	11/10/2016 11	1/14/2016	13,906.27

128,727.60

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# ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME	ACC	COUNT #	ACCOUNT	NAME	ITEM/REASON		INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
CORRECTIONS SOFTWARE SO	2017	151-571-315	COMPUTER	SERVICE	NOV 2016		31384	11/10/2016	11/14/2016	1,990.00
DAKOTA WATKINS	2017	151-340-010	PROBATIO	N FEES -	REFUND		72618	11/10/2016	11/14/2016	139.75
WEX BANK	2017	151-571-370	GAS, OIL	& REPAI	3698016684 -	10/28/	22335	11/10/2016	11/14/2016	33.86
WEX BANK	2017	151-571-370	GAS, OIL	& REPAI	3698016684 -	11/02/	16779	11/10/2016	11/14/2016	20.35
WEX BANK	2017	151-571-370	GAS, OIL	& REPAI	3698016684 -	10/31/	16139	11/10/2016	11/14/2016	32.00

2,215.96

4319 VCH101 PAGE 7 11/14/2016 08:34:57 ROAD & BRIDGE #1 A/P CLAIMS LIST

ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
APAC TEXAS INC	2017 211-611-3	76 ROAD MATERIAL	NE1030, NE1070, NE1	200524801	11/10/2016	11/14/2016 302510	791.25
ARNOLD CRUSHED STONE	2017 211-611-3	6 ROAD MATERIAL	NW1170, NW1380	232902	11/10/2016	11/14/2016 302511	801.59
ARNOLD CRUSHED STONE	2017 211-611-3	76 ROAD MATERIAL	NW1200	232882	11/10/2016	11/14/2016 302511	822.16
ARNOLD CRUSHED STONE	2017 211-611-3	76 ROAD MATERIAL	NW0020, NW1200	232859	11/13/2016	11/14/2016 302511	814.35
ATWOODS DISTRIBUTING LP	2017 211-611-3	21 MAINTENANCE SUPE	HYDRAULIC FLUID	2728/37	11/10/2016	11/14/2016 302496	79.95
ATWOODS DISTRIBUTING LP	2017 211-611-3	21 MAINTENANCE SUPE	HYDRAULIC FLUID, HE	2720/37	11/10/2016	11/14/2016 302496	89.96
GILFILLAN HARDWARE	2016 211-611-3	22 SIGN SUPPLIES	REFERENCE TO INV 61	65391/1	11/09/2016	11/14/2016 300019	6.99-
GILFILLAN HARDWARE	2016 211-611-3	21 MAINTENANCE SUPE	SCREWS, BOLTS, NUTS	65391/1	11/09/2016	11/14/2016 300019	45.07
HILLTOP SAND & GRAVEL	2017 211-611-4	33 HAULING	NE2060, NE2080, NE2	16216	11/10/2016	11/14/2016	14,578.87
HILLTOP SAND & GRAVEL	2017 211-611-3	76 ROAD MATERIAL	NE2060, NE2080, NE2	16216	11/10/2016	11/14/2016	17,959.48
NAVARRO COUNTY ELECTRIC	2017 211-611-4	30 UTILITIES	13138301 - 4201 HWY	8301 - OCT 2	11/13/2016	11/14/2016	87.97
PROSPERITY BANK #107155	2017 211-611-5	73 CAPITAL LEASE PR	LOAN #1071550	NOV 2016	11/10/2016	11/14/2016	3,261.83
PROSPERITY BANK #107155	2017 211-611-5	74 CAPITAL LEASE IN	LOAN #1071550	NOV 2016	11/10/2016	11/14/2016	323.51
PURVIS BEARING SERVICE	2016 211-611-3	21 MAINTENANCE SUPE	JD BRUSH CUTTER - H	7240034	11/10/2016	11/14/2016 300025	43.41
PURVIS BEARING SERVICE	2017 211-611-3	21 MAINTENANCE SUPE	JD BRUSH CUTTER - O	7240923	11/10/2016	11/14/2016 302504	3.09
WELCH STATE BANK	2017 211-611-5	73 CAPITAL LEASE PR	R LEASE NO. 51583	NOV 2016	11/10/2016	11/14/2016	2,170.18
WELCH STATE BANK	2017 211-611-5	74 CAPITAL LEASE IN	LEASE NO. 51583	NOV 2016	11/10/2016	11/14/2016	155.60

42,021.28

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# ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME	AC	COUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
ATMOS ENERGY	2017	212-612-430	UTILITIES	3040895002 10/07/16	5002 - NOV 2	11/10/2016	11/14/2016		44.19
B & G AUTO PARTS	2017	212-612-321	MAINTENANCE SUPP	WIRE STRIPPER, BUTT	611773	11/10/2016	11/14/2016	302516	34.95
B & G AUTO PARTS	2017	212-612-321	MAINTENANCE SUPP	UNIT 230 - FUEL FIL	611835	11/10/2016	11/14/2016	302516	66.90
B & G AUTO PARTS	2017	212-612-321	MAINTENANCE SUPP	ANTIFREEZE	611784	11/10/2016	11/14/2016	302516	100.00
B & G AUTO PARTS	2017	212-612-321	MAINTENANCE SUPP	UNIT 28 - LIGHT	611765	11/10/2016	11/14/2016	302516	5.50
B & G AUTO PARTS	2017	212-612-321	MAINTENANCE SUPP	UNIT 214 - RADIATOR	611787	11/10/2016	11/14/2016	302516	9.00
BRAZOS VALLEY EQUIPMENT	2017	212-612-321	MAINTENANCE SUPP	UNIT 27T - WASHERS	207820	11/09/2016	11/14/2016	302705	18.96
BRAZOS VALLEY EQUIPMENT	2017	212-612-321	MAINTENANCE SUPP	UNIT 27T - BOLTS	207820	11/09/2016	11/14/2016	302705	238.72
BRAZOS VALLEY EQUIPMENT	2017	212-612-321	MAINTENANCE SUPP	UNIT 27T - LOCK NUT	207820	11/09/2016	11/14/2016	302705	47.12
BRAZOS VALLEY EQUIPMENT	2017	212-612-321	MAINTENANCE SUPP	UNIT 27T - HYDRAULI	207820	11/09/2016	11/14/2016	302705	15.11
BRAZOS VALLEY EQUIPMENT	2017	212-612-324	BLADES	UNIT 27T - BLADES	207820	11/09/2016	11/14/2016	302705	84.54
BRAZOS VALLEY EQUIPMENT	2017	212-612-324	BLADES	UNIT 27T - BLADES	207820	11/09/2016	11/14/2016	302705	251.46
BRAZOS VALLEY EQUIPMENT	2017	212-612-324	BLADES	UNIT 27T - BLADES	208191	11/09/2016	11/14/2016	302705	169.08
IJS COMPANY	2017	212-612-330	JANITORIAL SUPPL	SOAP-MAGIC 3.55L	137805	11/10/2016	11/14/2016	302522	19.00
IJS COMPANY	2017	212-612-330	JANITORIAL SUPPL	DEOD-GEL REFRESH	137805	11/10/2016	11/14/2016	302522	24.00
IJS COMPANY	2017	212-612-330	JANITORIAL SUPPL	TOWEL-ROLL PERF EMP	137805	11/10/2016	11/14/2016	302522	25.54
K & S TIRE TOWING & REC	2017	212-612-445	REPAIRS & MAINTE	UNIT 209 - INSPECTI	63939	11/10/2016	11/14/2016	302523	7.00
K & S TIRE TOWING & REC	2017	212-612-445	REPAIRS & MAINTE	UNIT 209T - INSPECT	63937	11/10/2016	11/14/2016	302523	7.00
K & S TIRE TOWING & REC	2017	212-612-445	REPAIRS & MAINTE	UNIT 214 - INSPECTI	63938	11/10/2016	11/14/2016	302523	7.00
MCCOY'S BUILDING SUPPLY	2017	212-612-376	ROAD MATERIAL	SE2240 - BLACKTOP P	5909111	11/10/2016	11/14/2016		216.25
MCCOY'S BUILDING SUPPLY	2017	212-612-321	MAINTENANCE SUPP	NE0080 - REPLACED D	5909007	11/10/2016	11/14/2016		43.02
O'REILLY AUTOMOTIVE STO	2017	212-612-321	MAINTENANCE SUPP	UNIT 25 - FOG LIGHT	0763-457110	11/10/2016	11/14/2016	302525	14.28
PHILLIPS TIRE	2017	212-612-445	REPAIRS & MAINTE	UNIT 231 - FLAT	267	11/13/2016	11/14/2016	302527	12.00
PHILLIPS TIRE	2017	212-612-445	REPAIRS & MAINTE	UNIT 230 - MOUNTED	268	11/13/2016	11/14/2016	302527	15.00
PURVIS BEARING SERVICE	2017	212-612-321	MAINTENANCE SUPP	GREASE FITTINGS	7247540	11/10/2016	11/14/2016	302528	11.31
TIM'S TIRES & WHEELS	2017	212-612-445	REPAIRS & MAINTE	UNIT 28 - INSPECTIO	061660	11/13/2016	11/14/2016	302530	7.00
TRUCK PARTS & SERVICE I	2017	212-612-321	MAINTENANCE SUPP	UNIT 214 - SHUT OFF	25127	11/10/2016	11/14/2016	302531	18.69
TRUCK PARTS & SERVICE I	2017	212-612-321	MAINTENANCE SUPP	UNIT 214 - WATER VA	25133	11/10/2016	11/14/2016	302531	22.17
TRUCK PARTS & SERVICE I	2017	212-612-321	MAINTENANCE SUPP	REFERENCE TO INV 25	25133	11/10/2016	11/14/2016	302531	18.69-
TRUCK PARTS & SERVICE I	2017	212-612-321	MAINTENANCE SUPP	UNIT 214 - SILICONE	25189	11/10/2016	11/14/2016	302531	13.42
TRUCK PARTS & SERVICE I	2017	212-612-321	MAINTENANCE SUPP	UNIT 209 - NUT	25103	11/14/2016	11/14/2016	302531	1.92
TRUCK PARTS & SERVICE I	2017	212-612-495	MISCELLANEOUS	UNIT 209 - STEERING	25103	11/14/2016	11/14/2016	302531	30.66
WELCH STATE BANK	2017	212-612-573	CAPITAL LEASE PR	LEASE NO. 57689	NOV 2016	11/10/2016	11/14/2016		2,099.28
WELCH STATE BANK	2017	212-612-574	CAPITAL LEASE IN	LEASE NO. 57689	NOV 2016	11/10/2016	11/14/2016		301.27
WINTERS OIL COMPANY	2017	212-612-370	GAS & OIL	1500 GAL DIESEL	545785	11/13/2016	11/14/2016		2,897.25

6,859.90

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#### ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
APAC TEXAS INC	2017 213-613-37	6 ROAD MATERIAL	NW3150	200522698	11/10/2016	11/14/2016 30258	9,246.75
APAC TEXAS INC	2017 213-613-37	6 ROAD MATERIAL	NW3150	200524804	11/10/2016	11/14/2016 30258	1,889.25
B & J TRASH SERVICE	2017 213-613-43	O UTILITIES	RICHLAND BARN	OCT 2016	11/10/2016	11/14/2016	25.00
GILFILLAN HARDWARE	2016 213-613-33	O JANITORIAL SUPPL	PAPER TOWELS	65263/1	11/09/2016	11/14/2016 30007	7.49
GILFILLAN HARDWARE	2016 213-613-32	1 MAINTENANCE SUPP	TIRE SEALANT, SEA F	65263/1	11/09/2016	11/14/2016 30007	25.97
GILFILLAN HARDWARE	2016 213-613-44	5 REPAIRS & MAINTE	UNIT 329 - REPAIRED	65260/1	11/09/2016	11/14/2016 30007	3.00
KNIFE RIVER CORPORTATIO	2017 213-613-37	6 ROAD MATERIAL	FEMA JUN - SW4070	548685	11/10/2016	11/14/2016 30258	819.23
KNIFE RIVER CORPORTATIO	2017 213-613-37	6 ROAD MATERIAL	FEMA JUN - SW4070	547991	11/10/2016	11/14/2016 30258	792.75
KNIFE RIVER CORPORTATIO	2017 213-613-37	6 ROAD MATERIAL	SW2370, SW4060, SW4	546756	11/13/2016	11/14/2016 30258	1,621.16
KNIFE RIVER CORPORTATIO	2017 213-613-37	6 ROAD MATERIAL	FEMA JUN - SW2420	547224	11/13/2016	11/14/2016 30258	737.76
KNIFE RIVER CORPORTATIO	2017 213-613-37	6 ROAD MATERIAL	RSP	547224	11/13/2016	11/14/2016 30258	137.53
KNIFE RIVER CORPORTATIO	2017 213-613-37	6 ROAD MATERIAL	RSP	548910	11/13/2016	11/14/2016 30258	138.68
KNIFE RIVER CORPORTATIO	2017 213-613-37	6 ROAD MATERIAL	FEMA JUN - SW4060,	546947	11/13/2016	11/14/2016 30258	1,430.44
NAVARRO CO TAX ASSESSOR	2016 213-613-44	5 REPAIRS & MAINTE	EXEMPT PLATES	NAVC082016	11/09/2016	11/14/2016	7.50
REPUBLIC SERVICES #069	2017 213-613-43	O UTILITIES	3-0069-0027743 - OC	0069-0008383	11/10/2016	11/14/2016	82.42

16,964.93

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# ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME	ACC	COUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP	PO NO	AMOUNT
APAC TEXAS INC	2017	214-614-376	ROAD MATERIAL	OAK VALLEY	200524441	11/10/2016	11/14/2016	302682	1,455.00
APAC TEXAS INC	2017	214-614-376	ROAD MATERIAL	OAK VALLEY	200524803	11/10/2016	11/14/2016	302682	1,742.25
ARNOLD CRUSHED STONE	2017	214-614-376	ROAD MATERIAL	BGSP	232903	11/10/2016	11/14/2016	302681	139.43
ARNOLD CRUSHED STONE	2017	214-614-376	ROAD MATERIAL	SW4180, BGSP	232881	11/10/2016	11/14/2016	302681	986.77
ARNOLD CRUSHED STONE	2017	214-614-376	ROAD MATERIAL	SW4180, BGSP	232901	11/10/2016	11/14/2016	302681	977.65
CITY OF BLOOMING GROVE	2017	214-614-430	UTILITIES	EAST SECOND STREET	0002 - OCT 2	11/10/2016	11/14/2016		184.05
CORSICANA NAPA AUTO PAR	2017	214-614-321	MAINTENANCE SUPP	AIR FILTERS, FUEL F	061678	11/10/2016	11/14/2016	302658	465.22
LEGACY BULK TRUCKING CO	2017	214-614-453	HAULING	SW2090, SW4180, BGS	196	11/13/2016	11/14/2016	302678	9,971.66
O'REILLY AUTOMOTIVE STO	2017	214-614-321	MAINTENANCE SUPP	UNIT 47 - PRIMER, S	0763-455969	11/14/2016	11/14/2016	302556	67.70
PROSPERITY BANK #107123	2017	214-614-573	CAPITAL LEASE PR	LOAN #1071239	NOV 2016	11/10/2016	11/14/2016		3,825.53
PROSPERITY BANK #107123	2017	214-614-574	CAPITAL LEASE IN	LOAN #1071239	NOV 2016	11/10/2016	11/14/2016		235.44
TRUCK PARTS & SERVICE I	2017	214-614-321	MAINTENANCE SUPP	UNIT 47 - MIRROR, H	25149	11/10/2016	11/14/2016	302560	45.20

20,095.90

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ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT

XEROX BUSINESS SERVICES 2016 235-403-420 DOCUMENT PRESERV 289570 - OCT 2016 1314343 11/10/2016 11/14/2016 4,325.00

4,325.00

11/14/2016 08:34:57 JUSTICE COURT BUILDING SECURIT A/P CLAIMS LIST 4324 VCH101 PAGE 12

ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT

BOBBY RACHEL 2016 236-458-410 PROFESSIONAL SER SEP 2016 09/13/16 11/14/2016 11/14/2016 100.00

100.00

11/14/2016 08:34:57 COURTHOUSE RESTORATION A/P CLAIMS LIST

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ALL RECORDS FROM 11/14/2016 TO 11/14/2016 DATE-TO-BE-PAID

VENDOR NAME

ACCOUNT # ACCOUNT NAME ITEM/REASON INVOICE # VP DATE DATE TBP PO NO AMOUNT

JAMES INDUSTRIAL CONTRA 2016 242-410-575 MACHINERY 6 EQUI INSTALLED STRUCTURA 5994 11/09/2016 11/14/2016 302098 26,500.00

26,500.00

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	INVOICE #	VP DATE	DATE TBP PO NO	AMOUNT
CITY OF RICHARDSON POLI	2016 318-526-120	OVERTIME	SHAW JR, ROBERT L 8	SEP 2016	11/09/2016	11/14/2016	442.86
FEDEX - TXMAS	2016 318-516-411	SERVICES	2934-0047-4	5-599-26860	11/10/2016	11/14/2016	113.80
GEXA ENERGY - DALLAS	2016 318-516-418	FACILITIES	8404 ESTERS BLVD 09	2319941-3 -	11/10/2016	11/14/2016	1,516.86
GEXA ENERGY - HOUSTON	2016 318-516-418	FACILITIES	8404 ESTERS BLVD 09	22077959-4	11/10/2016	11/14/2016	2,795.04
IRVING POLICE DEPT	2016 318-526-120	OVERTIME	SLICKER, R 7 OT	SEP 2016	11/09/2016	11/14/2016	404.88
LANCE SUMPTER	2016 318-515-428	TRAVEL	HIDTA DIRECTORS MEE	REIMB - 10/2	11/13/2016	11/14/2016	2,196.16
OFFICE DEPOT INC-TXMAS	2016 318-527-310	OFFICE SUPPLIES	2TB HARD DRIVE	864146179001	11/10/2016	11/14/2016 302643	86.39
OFFICE DEPOT INC-TXMAS	2016 318-527-310	OFFICE SUPPLIES	PLANNERS	864145558001	11/10/2016	11/14/2016 302643	154.20
REPUBLIC SERVICES #794	2016 318-516-418	FACILITIES	8404 ESTERS BLVD -	0794-0114373	11/10/2016	11/14/2016	355.95
VERIZON WIRELESS INC	2016 318-521-411	SERVICES	613180096-00001 09/	9773998571	11/10/2016	11/14/2016	892.50
ZAYO GROUP, LLC	2016 318-516-411	SERVICES	006500 11/01/16 - 1	NOV 2016	11/10/2016	11/14/2016	770.36

9,729.00

TOTAL PAYABLES 257,539.57



# NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Stanley Young - Director Environmental Investigator



Osha Joles - Addressing Manager

Scott Wiley - Environmental Services

www.co.navarro.tx.

### PLANNING AND ZONING COMMISSION MINUTES

September 1st, 2016

5:00 P.M.

The meeting was called to order with eight members present.

Item #1 the roll was called and the attendance was as follows:

Chairman Jacobson -	- present	Vice Chairman Schoppert -	present
John Smith -	absent	Bob McStay ~	present
Carroll Sigman	absent	Bryan Roach -	absent
Vicki Farmer -	absent	Jeff Smith -	absent
Oliver Jackson -	present	Kenneth Guard -	present
Kit Harrington -	present	Caleb Jackson -	present
Julie Humphries -	absent	Barbara Moe -	present

Item #2 on the agenda was consideration of the minutes of the July 7th, 2016 Planning and Zoning meeting. Motion to approve by Commissioner Stuart Schoppert, second by Commissioner Bob McStay, all voted aye.

Item #3 on the agenda was consideration of a re-plat of The Shores, Phase II combing Lots 355, 356 and 357 for George Spencer.

Motion to approve by Commissioner Barbara Moe, second by Commissioner Caleb Jackson, all voted aye.

Item #4 on the agenda was consideration of a re-plat of Francisco Bay, Section 1, Block 2, combining Lot 10 and Lot 11 for Kenneth and Suzanne Holmes.

Motion to approve by Commissioner Kit Harrington, second by Commissioner Kenneth Guard, all voted aye.

Item #5 on the agenda was consideration of a re-plat of The Shores, Phase 10, combing Lots 593 and 594 for Trey & Kelli Hobbs.

Motion to approve by Commissioner Barbara Moe, second by Commissioner Bob McStay, all voted aye.

Item #6 on the agenda was consideration of an application for subdivision of property owned by Mark Brandon.

Legal Description: ABS A10530 W T MALONE ABST TRACT 14C-1 5.469 ACRES

Motion to approve contingent on meeting Tarrant Reginal Water District requirements by Commissioner Stuart Schoppert, second by Commissioner Oliver Jackson, all voted aye.

Item #7 on the agenda was the Chairman's report. No report

Adjourn



# NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Stanley Young - Director Environmental Investigator



Osha Joles - Addressing Manager

Scott Wiley - Environmental Services

#### PLANNING AND ZONING COMMISSION MINUTES

September 15th, 2016

5:00 P.M.

The meeting was called to order with eight members present.

Item #1 the roll was called and the attendance was as follows:

Chairman Jacobson -	- present	Vice Chairman Schoppert –	present
John Smith -	present	Bob McStay -	present
Carroll Sigman -	absent	Bryan Roach -	absent
Vicki Farmer -	present	Jeff Smith -	absent
Clay Jackson -	absent	Kenneth Guard -	absent
Kit Harrington -	present	Caleb Jackson -	absent
Julie Humphries -	absent	Barbara Moe -	present

Item #2 on the agenda was consideration of Application for a Specific Use Permit for four additional RV Spaces and four 14' x 24' Cabins at Sunset Cove Marina.

Legal Description: ABS A10530 W T MALONE ABST TRACT 14C 3.99 ACRES.

Chairman Jacobson recused himself from discussion and voting on Item #2.

Motion to approve by Commissioner Kit Harrington, second by Commissioner John Smith, all voted aye.

Item #3 on the agenda was consideration Application for a Specific Use Permit to place a recreational vehicle within the property during the construction of permitted permanent residence (Building Permit #10662) for Kennet and Barbara Skold. Legal Description:

ABS A10669 P QUERO ABST TRACT 22 14.576 ACRES

Motion to approve by Commissioner John Smith, second by Commissioner Stuart Schoppert, all voted aye.

Item #4 on the agenda was the Chairman's report. No report

Adjourn

# Navarro County June 30, 2016 2016 Monthly Financial Report

	Budget	June	YTD
General Fund:		<del>-</del>	
Revenues			
Property Taxes	14,407,000.00	151,599.94	14,012,902.67
Other	5,780,297.00	470,924.35	3,595,621.91
Total Revenues	20,187,297.00	622,524.29	17,608,524.58
Expenditures			
Commissioner's Court	90,789.00	5,700.57	68,898.64
Planning & Development	263,085.00	19,194.47	179,892.32
County Clerk	537,194.00	38,579.58	363,872.68
Veterans' Service	23,784.09	1,872.30	17,068.78
Non Departmental	2,339,749.91	126,697.70	1,408,936.90
Information Systems	169,185.00	14,144.08	120,997.19
HAVA	18,500.00	0.00	0.00
Elections	247,069.00	38,001.99	291,289.86
Courthouse	1,276,221.36	40,145.23	346,820.54
Annex	22,061.64	3,344.13	14,162.25
Historical Commission	7,000.00	1,952.64	1,952.64
Extension	238,318.00	17,438.33	170,504.88
County Judge	316,194.00	22,262.62	230,662.69
County Court-at-Law	774,141.00	59,742.35	464,026.31
District Court	606,530.00	60,095.75	471,048.10
District Clerk	513,249.00	37,376.60	364,315.62
JP Pct 1	212,270.00	15,669.35	164,199.14
JP Pct 2	208,598.00	15,587.59	157,875.84
JP Pct 3	204,561.00	15,502.82	153,887.46
JP Pct 4	210,580.00	16,367.79	161,217.18
District Attorney	1,013,916.00	74,253.57	719,361.82
Law Library	6,924.00	1,450.44	4,615.89
County Auditor	507,976.00	43,868.03	340,220.24
County Treasurer	169,540.00	13,020.12	123,823.63
Tax Assessor/Collector	566,880.00	41,847.09	379,841.89
County Jail	5,367,168.00	407,823.34	3,693,065.52
Constable Pct 1	46,701.00	3,101.02	29,223.38
Constable Pct 2	47,952.00	3,604.96	32,881.66
Constable Pct 3	46,749.00	3,642.64	34,037.26
Constable Pct 4	44,210.00	0.00	8,101.31
County Sheriff	3,898,736.00	268,988.07	2,709,946.96
Sheriff Communications	856,898.00	68,390.62	608,850.76
Highway Patrol	103,159.00	7,889.86	79,215.69
License & Weights	3,400.00	56.00	1,044.92
Emergency Management	70,600.00	439.07	31,476.57
CSCD	8,878.00	749.18	6,742.62
Juvenile	108,936.00	5,122.11	71,562.00
Indigent Health Care	500,000.00	0.00	500,000.00
Total Expenses	21,647,703.00	1,493,922.01	14,525,641.14
General Net	(1,460,406.00)	(871,397.72)	3,227,753.43
			70 \$ 100 - C. \$1 \ 70 \ 70 \ 70 \ 70

# Navarro County June 30, 2016 2016 Monthly Financial Report

	Budget	June	YTD
Flood Control:	Dadyor		
Revenues			
Property Taxes	269,500.00	2,759.62	259,440.71
Other	5,000.00	461.04	3,895.09
Total Revenues	274,500.00	3,220.66	263,335.80
Expenditures	408,000.00	3,000.00	65,930.71
Flood Control Net	(133,500.00)	220.66	197,405.09
Debt Service:			
Revenues			
Property Taxes	581,000.00	6,176.41	570,906.58
Other	700.00	71.34	834.93
Total Revenues	581,700.00	6,247.75	571,741.51
Expenditures	0.00	0.00	393,750.00
Debt Service Net	581,700.00	6,247.75	177,991.51
Road & Bridge Pct. 1:			
Revenues	/#************************************	Charles de Company	
Property Taxes	784,000.00	8,213.11	759,984.17
State of TX	581,950.70	289,026.05	518,719.63
Vehicle Registration	215,000.00	8,857.50	175,551.76
Fines & Forfeitures	105,000.00	0.00	48,759.46
Other	1,500.00	237.44	2,435.11
Total Revenues	1,687,450.70	306,334.10	1,505,450.13
Expenditures			
Personnel	480,015.00	38,154.82	358,632.53
Supplies	494,500.00	116,313.13	525,665.87
Other Services & Charges	154,040.00	7,348.59	68,764.13
Capital Outlay	102,345.00	8,528.82	77,854.48
Total Expenses	1,230,900.00	170,345.36	1,030,917.01
Road & Bridge Pct. 1 Net	456,550.70	135,988.74	474,533.12
Road & Bridge Pct. 2:			
Revenues			
Property Taxes	784,000.00	8,213.11	759,984.16
State of TX	449,480.80	(337.48)	329,369.31
Vehicle Registration	215,000.00	8,857.50	174,558.96
Fines & Forfeitures	105,000.00	0.00	48,759.46
Other	2,000.00	226.30	1,368.89
Total Revenues	1,555,480.80	16,959.43	1,314,040.78
Expenditures			
Personnel	563,711.00	44,215.80	424,449.51
Supplies	470,000.00	64,244.73	414,880.03
Other Services & Charges	211,500.00	6,657.06	122,196.13
Capital Outlay	152,365.00	9,095.64	61,540.46
Total Expenses	1,397,576.00	124,213.23	1,023,066.13
Road & Bridge Pct. 2 Net	157,904.80	(107,253.80)	290,974.65

# Navarro County June 30, 2016 2016 Monthly Financial Report

	Budget	June	YTD
Road & Bridge Pct. 3:	199		
Revenues			
Property Taxes	784,000.00	8,213.11	759,984.11
State of TX	529,047.00	107,603.64	468,016.44
Vehicle Registration	215,000.00	8,857.50	175,551.76
Fines & Forfeitures	105,000.00	0.00	48,759.46
Other	2,000.00	231.23	1,044.68
Total Revenues	1,635,047.00	124,905.48	1,453,356.45
Expenditures			
Personnei	599,588.00	36,626.20	408,093.12
Supplies	436,623.00	38,070.75	441,035.38
Other Services & Charges	155,800.00	8,028.94	86,588.80
Capital Outlay	45,127.00	13.07	41,419.56
Total Expenses	1,237,138.00	82,738.96	977,136.86
Road & Bridge Pct. 3 Net	397,909.00	42,166.52	476,219.59
Dood 9 Dides Det 4			
Road & Bridge Pct. 4: Revenues			
Property Taxes	784,000.00	8,213.10	759,984.13
State of TX	762,652.87	609,489.12	870,567.70
Vehicle Registration	215,000.00	8,857.50	175,551.79
Fines & Forfeitures	105,000.00	0.00	48,759.45
Other	3,000.00	183.73	1,183.35
Total Revenues	1,869,652.87	626,743.45	1,856,046.42
Expenditures			
Personnel Personnel	556,385.00	38,069.14	344,693.10
Supplies	795,000.00	116,591.24	1,056,483.15
Other Services & Charges	151,400.00	16,966.74	90,295.01
Capital Outlay	98,732.00	4,189.85	36,677.61
Total Expenses	1,601,517.00	175,816.97	1,528,148.87
Road & Bridge Pct. 4 Net	268,135.87	450,926.48	327,897.55
Capital Projects:			
Revenues			
State of TX	0.00	0.00	711,306.35
Other	0.00	78.11	1,049.94
Total Revenues	0.00	78.11	712,356.29
Expenditures			
Supplies	0.00	0.00	0.00
Other Services & Charges	0.00	14,197.59	479,887.12
Capital Outlay	0.00	268,880.58	2,222,395.36
Total Expenses	0.00	283,078.17	2,702,282.48
Capital Projects Net	0.00	(283,000.06)	(1,989,926.19)

Road & Bridge Pct. 2

Road & Bridge Pct. 3

Road & Bridge Pct. 4

Total O/S Debt For All Funds

# Navarro County Combined Indebtedness For the Month Ending 06/30/16

Description	Due To	Beginning Balance 10/01/15	New Additions	June Payment	YTD Payments	Ending Balance 06/30/16
2014 General Obligation Bond	Citibank	7,500,000.00	0.00	0.00	255,000.00	7,245,000.00
Netcom Recorder NCSO Dispatch	Government Capital	10,793.97	0.00	0.00	10,793.97	0.00
Total General Fund	•	7,510,793.97	0.00	0.00	265,793.97	7,245,000.00
Motorgrader, Truck Trailer	Prosperity Bank	171,188.14	0.00	3,229.52	31,936.37	139,251.77
2012 Cat Motorgrader	Welch State Bank	95,071.25	0.00	2,155.89	21,315.32	73,755.93
2010 Motorgrader	Caterpillar Financial Services	3,150.77	0.00	0.00	3,150.77	0.00
John Deere Tractor/Mower	Prosperity Bank	117,348.75	0.00	2,128.75	21,068.93	96,279.82
Total Road & Bridge Pct. 1		386,758.91	0.00	7,514.16	77,471.39	309,287.52
2013 Motorgrader	Welch State Bank	101,992.68	0.00	3,277.40	32,419.22	69,573.46
2012 Cat Motorgrader	Welch State Bank	78,135.81	0.00	3,136.15	27,951.66	50,184.15
John Deere Tractor/Mower	Welch State Bank	0.00	133,652.00	2,072.87	6,213.61	127,438.39
Total Road & Bridge Pct. 2		180,128.49	133,652.00	8,486.42	66,584.49	247,196.00
2006 Trail King Trailer	Welch State Bank	29,073.70	0.00	0.00	14,342.95	14,730.75
2015 Peterbilt Dump Truck	First National Bank	0.00	130,247.00	0.00	10,044.90	120,202.10
2015 Mack Truck	First National Bank	0.00	130,497.00	0.00	14,754.52	115,742.48
Total Road & Bridge Pct. 3		29,073.70	260,744.00	0.00	39,142.37	250,675.33
Tractors and Mowers	Prosperity Bank	143,249.69	0.00	3,787.67	37,455.55	105,794.14
Total Road & Bridge Pct. 4		143,249.69	0.00	3,787.67	37,455.55	105,794.14
Concret Fried	7 245 000 00					
General Fund	7,245,000.00					
Road & Bridge Pct. 1	309,287.52					

247,196.00

250,675.33

105,794.14

8,157,952.99

### INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN

RECEIVED

NAVARRO COUNTY, TEXAS

NOV 1 0 2016

AND

NAVARRO COUNTY AUDITOR'S OFFICE

Texoma HIDTA

AND

# Thomas P. Harris

THIS AGREEMENT is entered into by and between Navarro County, the Texoma High Intensity Drug Trafficking Area, and <u>Thomas P. Harris</u> ("the Contractor").

- Independent Contractor. Subject to the terms and conditions of this
  Agreement, Navarro County hereby engages the Contractor as an
  independent contractor to perform the services set forth herein with
  Texoma HIDTA, and the Contractor hereby accepts such engagement.
- Duties, Terms, and Compensation. The Contractor's duties, term of engagement, compensation and provision for payment thereof shall be set forth in and attached as Exhibit A and Exhibit B, which may be amended in writing from time to time.
- Expenses. During the term of this Agreement, the Contractor shall timely bill and Navarro County shall reimburse only approved, specified expenses, which are incurred in connection with the performance of the duties hereunder.
- 4. Written Reports. The contractor shall provide progress reports and a final results report upon request from Navarro County.
- 5. Termination. 1) Navarro County may immediately terminate this Agreement for cause at any time by written notice. 2) Termination will be effective upon delivery of written notice. 3) Either party may terminate this Agreement with or without cause at any time by 30 days written notice. At the termination of this Agreement, the Contractor shall receive as his/her sole compensation payment for services actually performed in accordance with the payment provision in Exhibit A hereof plus any expenses to which he/she is due and owing at the time of the termination.

- 6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or representative of Navarro County, or any participating agency with the Texoma HIDTA for any purpose. The Contractor is and will remain an independent contractor in his/her relationship to Navarro County and the Texoma HIDTA. The Texoma HIDTA and Navarro County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. Texoma HIDTA and Navarro County are not responsible for nor will they otherwise provide retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- 8. Arbitration. Notwithstanding anything to the contrary contained in this Agreement, each party hereby agrees that no claim or dispute between Navarro County and the Contractor arising out of, or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, provided that in the event that Navarro County is subject to an arbitration proceeding, notwithstanding this provision, the Contractor consents to be joined in the arbitration proceeding if the Contractor's presence is required or requested by Navarro County for complete relief to be accorded in the arbitration proceedings.
- Remedies. No remedies or rights herein conferred upon the parties are
  intended to be exclusive of any remedy or right provided by law, but each
  shall be cumulative and shall be in addition to every other remedy or right
  given hereunder or now or thereafter existing at law or in equity.
- Headings. Section headings are not to be considered a part of this
   Agreement and are not intended to be a full and accurate description of the
   contents hereof.
- Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- Assignment. Neither the Contractor nor Navarro County shall sell, assign, or transfer any rights or obligations under this Agreement in whole or in part without prior written consent of the other party.
- Notices. Any and all notices, demands, or other communication required or desired to be given hereunder by any party shall be in writing and shall

be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice of demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor:

If to Navarro County:

Brittney T. Simon, CPA

Navarro County Auditor

Navarro County

601 N. 13 Street STE 6 Corsicana, Texas 75110

If to the Texoma HIDTA:

Texoma HIDTA Executive Board

8404 Esters Blvd., Suite 100

Irving, Texas 75063

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 14. Indemnification. Contractor agrees to indemnify, defend and hold harmless all the Texoma HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
- 15. Release. Contractor does hereby release, acquit and forever discharge Navarro County, Texoma HIDTA and the Executive Board, collectively referred to in this paragraph as Texoma HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
- Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

- 17. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- Unenforceability of Provisions. If any provision of this Agreement, or any
  portion thereof, is held to be invalid and unenforceable, then the remainder
  of this Agreement shall nevertheless remain in full force and effect.
- 19. Miscellaneous Provisions:
  - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
  - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
  - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

Date: 11.08.2016

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year written below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Navarro County	Texoma HIDTA Director
1600 = 4	1 de
By: Judge H.M. Davenport	By: Lance Sumpter
Date: 11-14-16	Date: 11/9/2016

Thomas P. Harris

Contractor:

# EXHIBIT A DUTIES, TERMS AND COMPENSATION FOR THE POSITION OF Crime Gun Intelligence Coordinator/Intel Analyst II WITH Texoma HIDTA

- DUTIES: The ATF Gun Crime Intelligence Center Initiative will provide the day to day supervision for the contractor and the Texoma HIDTA Director will evaluate the overall performance of the Contractor. The daily duties of the contractor will include but not be limited to:
  - a. Provide analytical and intelligence gathering support to Texoma HIDTA participating agencies and ATF. Provide usable crime gun intelligence and in depth analysis.
  - Provide analytics and research on gun intelligence specific to firearm related violent crime.
  - c. Assist in data collection and:
    - i. Enter evidence into Integrated Ballistic Information Systems (IBIS),
    - ii. Perform image and correlation reviews
    - iii. Conduct comprehensive tracing
  - d. Distribute unconfirmed hits.
  - e. Assist in site management, ensure timely entry and return of hits and traces
  - f. Assist in quality control, ensure that casings are properly entered and traces are properly conducted.
  - g. Coordinate collection of crime gun intelligence from surrounding agencies.
  - h. Bring additional agencies into the process of NIBIN and e-Trace.
  - i. Coordinate and conduct presentations and training to agency officials
  - Utilize crime gun intelligence to identify high value targets; merge NIBIN hits, tracing results, multiple sales, NICS and local intelligence to identify high value targets.
  - k. Distribute crime gun intelligence to the proper authorities
  - 1. Coordinate the results from crime gun intelligence with:
    - i. ATF Field Divisions
    - ii. HIDTA participating agencies
    - iii. Local law enforcement intelligence
  - m. Designated authorities
  - Track and document the results of leads provided from crime gun intelligence.
  - o. Perform Site Surveys at ATF and NIBIN Partner sites as needed.
  - p. Provide liaison support outside the office as required.

- 2. TERM: This engagement shall commence on 11/16/2016 and shall continue in full force and effect until December 31, 2017. The Agreement will be reviewed and renewed annually (subject to the contingency set forth below and acceptable performance by the Contractor) or to any changes agreed to in writing by both parties.
- 3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for Texoma HIDTA for the fiscal year in which the renewal or extended term falls.
- A. CONTRACTUAL OBLIGATIONS: Working hours will be established to insure proper support provided and approved by the Texoma HIDTA Director. The Contractor will provide 2070 hours of contracted services during the contract period

### 4. COMPENSATION:

- a. Wages: Navarro County, upon recommendation of the Director, Texoma HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will consist of an annual sum equivalent to a GS 9 step 5 on the prevailing Federal GS pay scale for DFW/Oklahoma plus a 25% allowance for fringe benefits and a \$75 per month cellular phone allowance to be paid in equal installments. Overtime will not be authorized.
- Expenses: Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
- 5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the Texoma HIDTA, Navarro County has been designated by the Texoma HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

# Exhibit B

# County Of Navarro, Texas

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

# DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

# General Requirements

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying,' 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (0MB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions:

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

# 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

# A. The contractor certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

#### 3. DRUG-FREE WORKPLACE

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful

manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (b) Establishing an on-going drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The applicant's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.
- (f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and

(f).

# 4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (0MB Circular A-i 29)

The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

# 5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

The contractor certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

Business Name

Date

Printed Name

Date

Signature



# AFFIDAVIT SUBMITTED BY Ryan Douglas NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

**Before me**, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Jason Grant, Commissioner Pct. 1, Honorable Richard Martin, Commissioner Pct. 2, Honorable David Warren, Commissioner Pct. 3, and Honorable James Olsen, Commissioner Pct. 4.

I, Ryan Douglas, the Navarro County Treasurer, on this 14th day of November, 2016 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on August 31, 2016 for the court to review and approve. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

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

Signed and executed this 14th day of November, 2016.

H. M./Davenport/Jr. - County Judge

Richard Martin - Commissioner Pct 2

James Olsen - Commissioner Pct 4

Jason Grant - Commissioner Pct 1

David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 12th day of November, 2016 by H. M. Davenport, Jr., Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

Sherry Dow /- Navarro County Clerk

#### **NAVARRO COUNTY, TEXAS** REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF AUGUST, 2016

FUND	BEGINNING BALANCE	RECEIPTS	BANK INTEREST	DISBURSEMENTS	ENDING BALANCE	TEX POOL BEGINNING BAL	TEX POOL DEP/WD	TEX POOL	TEX POOL ENDING BAL	TOTAL
GENERAL	8,620,287.80	995,375.01	3,601.62	1,907,230.13	7,712,034.30	628,044.87	13.0	429.13	828,474.00	8,540,508.30
COMMUNITY SUPERVISION	235,150.21	49,363.70	95.29	88,544.53	196,064.67	91,646.35		47.46	91,693.81	287,758.48
JUVENILE PROBATION	102,198.56	2,023.00	39.00	39,665.88	64,594.68	35,991.15	٠	18.67	36,009.82	100,604.50
FLOOD CONTROL	1,103,095.34	1,802.32	405.24	211,127 13	894,175 77	2,126.90	9.00	1.11	2,128.01	896,303.78
ROAD & BRIDGE - PCT 1	514,494.60	17,454 85	199.78	119,758.31	412,390 92	30,675.54		15.89	30,691.43	443,082.35
ROAD & BRIDGE - PCT 2	385,206.02	17,454.85	141,15	124,104.62	278,697.40	76,070.19	÷	39.42	76,109.61	354,607.01
ROAD & BRIDGE - PCT 3	516,628.17	17,454 85	129.88	340,848 20	193,364 70	65,074.41		33.72	65,108.13	258,472.83
ROAD & BRIDGE - PCT 4	565,150.89	17,454.84	209.48	197,734.30	385,080 91	75,342.52	2.00	39.04	75,381.56	460,462.47
HIDTA.	226 82	221,003 01	0.10	221,003 01	226.92		٠		-	226.92
HIDT.A. SEIZURE	14,111 76	1,440.32	6.37	*1	15,558.45	1,672.32		0.93	1,673.25	17,231,70
DEBT SERVICE	180.655.67	4,042.75	33 06	134,032.50	50,698 98	2,149.12		1.11	2,150.23	52,849.21
CAPITAL PROJECTS	6,134.09	) <b>*</b> 1	2.60	*	6 136 69	10,181.93	1.7	5.24	10,187.17	16,323.86
SHERIFF SEIZURE	149,244,91	37	63.14	491 68	148,916.37	148,836.83		77.12	148,913.95	297,730.32
DISTRICT ATTY FORF	76.312.55	4	36.62	320	76,349 17	110,698.35	-	57.40	110,755.75	187,104.92
HEALTH INSURANCE	39,334.78	265,427.21	53 34	3,516.33	301,299.00	11,787.87		6.16	11,794.03	313,093.03
ECONOMIC DEVELOPMENT	100	100	*	*		2,118.68		1 11	2,119.79	2,119 79
TRUST	1,524,478 07	13,482 20	674 48	11,395 74	1,527,239 01	258,391.79	÷	133.88	258,525.67	1.785,764.68
LAKE TRUST	235.37	0.50	0.10	*	235 47	93,833.99		48.62	93,882.61	94,118.08
REVOLVING & CLEARING	1.787,841.50	212,065 75	794 78	126,665 84	1,874,036 19	752.39		0.31	752.70	1,874,788.89
PAYROLL FUND	12,684 29	750.286 96	32.79	750,286 96	12,717 08	-15			•	12,717.08
DISBURSEMENT FUND	56,448.49	3,160.226.25	222.19	3,160,241 80	56,655.13	-	-			56,655 13
2014 GO BONDS	169,226.82	44,705.17	71.67	44,705 17	169,298 49				-	169,298.49
SPECIAL REVENUE		9	2	(*)	8.2		•			0.00
TOTAL	16.059,146.71	5,791,063.04	6,812.68	7.481,352.13	14,375,670.30	1,845,395.20	5.	956.32	1,846,351.52	16,222,021.82

INTEREST EARNED:

CURRENT MONTH

7,769.00

YTD

78,160.70

Jane McCollum / Chief Deputy Treasurer

9-26/16 9-26/16



# Making a Difference

# in Navarro County



November 2016

# **Extension Newsletter for County Commissioners Court**

# What is 4-H? Scholarship



Each year the Texas 4-H Youth Development program awards an estimated \$2.2 million in scholarships to high school seniors. In 2015, twenty-four youth from the Central District 8 earned \$258,250 in scholarship money for advanced education.

The youth from Bell, Coryell, Eastland, Ellis, Hamilton, Hood, Leon, Limestone, McLennan, Milam, Navarro, Robertson, and Williamson Counties are seeking advanced

degrees in fields ranging from Agribusiness, Agricultural Education, Animal Science, Nursing, Biology, Biomedical Sciences, Business, Computer Science, Human Development, Industrial Distribution, Kinesiology, Landscape Architecture, Mechanical Engineering, and Wildlife. Upon completion of their advanced degree, many of the youth have indicated they would like to return to give back to the communities that helped to make their futures possible.

The Texas 4-H scholarship program began in 1959. At that time, the Houston Livestock Show & Rodeo awarded youth with scholarships in the amount of \$1,000.00. Today the largest scholarship is \$20,000.00 presented by the San Antonio Livestock Exposition followed by \$18,000 scholarships from the Houston Livestock Show & Rodeo.

In 2016 the scholarship program will celebrate 57 years of providing college scholarship to Texas 4-H members and continues to be the largest 4-H scholarship program in the United States.

# 4-H Project Work and Contests

4-H projects are the educational experiences in which youth who are members of 4-H participate. A project is defined as consisting of 5-6 new learning experiences, leadership, community service, and exhibition of their project work. Youth engage in learning experiences through a variety of methods such as project meetings, workshops, tours, interviews, research, and more. All youth are encouraged to teach others about what they have learned to gain leadership skills and are also encouraged to help give back to their community. In addition, youth can engage in competitive events such as presentations, speeches, demonstrations, and/or recordbooks. Adult volunteer leaders will help youth in setting and reaching their goals through their project work.

# Ag and Natural Resource Project Contest Areas

Ag Product Identification Contest	84
Beef, Horse, and Swine Quiz Bowls	70
Dairy Judging	
Holiday Classic	
Horse Judging	
Horse Show	
Livestock Judging	107
Meat Judging	
Wool Judging	
Other Judging Contests (Entomology, Mohair, Plant ID, Ran	



Page Bishop, CEA - AG and Natural Resources
Lorie Stovall, CEA - Family & Consumer Sciences
Brittany Scott, CEA 4-H Youth Development
Kelli Cope - 4-H Program Assistant

# Family and Consumer Science Project Contest Area Fashion Show & Fashion Storyboard 95 Duds to Dazzle 81 Food Challenge & Food Show 222 Consumer Decision Making 78 Nutrition Quiz Bowl 19 Leadership and Personal Development 17 Leadership Lab 140 Photography Entries 346 Recordbooks (District & State) 238 & 26 Rifle Contest, Light Rifle Contest 189 Roundup (District & State) 142 & 240

# District 8 4-H Leadership Lab

The 4-H Youth Development program prides itself on teaching leadership life skills to its youth members to grow into successful, contributing members of society in adulthood. One event that teaches



and helps develop the life skills of our 4-H members is Leadership Lab. It is a three-day, two night program targeted at 4-H members ages 13-18 years old and District 8 boasts of having the largest participation in the state in recent years. Workshops this summer included: parliamentary procedure, team building and problem solving, and dressing for success. The workshops and activities were conducted by the District 8 4-H Council Officer Team under the direction of the agent advisors.

Another main component to Leadership Lab is teaching youth the value of citizenship and service to their community. This year, camp

participants built and donated five outdoor play toys and a crib to the HOPE Shelter for Domestic Violence in Brownwood. A representative from the shelter spoke to the youth about the impact they are making and campers learned about the difference they can make.



# **Agriculture and Natural Resources:**

Farm Pond Management: 35 producers attended gaining - knowledge on proper pond management and fish stocking rates.

Beef Quality Assurance: 27 beef cattle producers gained BQA points and knowledge of proper beef cattle handling and care.

Navarro County Clean up day: 1325 Cubic yards of trash collected, 165 Adult probation volunteers for community service and 8 Trustees from the sheriffs department along with 20 volunteers from civic clubs. Economic impact of \$33,000.00 in donations and community service work.

Landowners Rights & Responsibilities Program: 36 Land owners attended gaining knowledge on their rights and legal issues as a land owner.

36 Land owners attended gaining knowledge on their rights and legal issues as a land owner.

Veterinarian Feed Directive: 14 Ag Science Teachers were presented with information on how the VFD would be affecting the youth livestock show industry by Dr. Hairgrove.

Row Crop trial/Small Grain Update: 32 Producers attended program, presented with updates in small grains and hands on visit to the cotton trial.

Feral Hog Control: 26 land owners attend program acquiring information on best management practices on controlling feral hogs.

Navarro County Tire Day: 76 citizens participated, 1552 tires were recycled.

# Family & Consumer Sciences:

Passenger Safety Project Event: 39 child safety seat inspections and Issued 34 new seats. Economic benefits were estimated at \$2238 per child age 0 to 4 and \$2663 per child age 4 to 7 for new seats distributed, and \$634 per child for seat misuse corrected with an assumed 75% continued use. Total economic impact for the 39 inspections on May 13, 2016 was \$60,836.00

4-H Food Challenge Contests This year we had 8 teams from Navarro County compete at the State Fair of Texas, with 4 teams placing in the first round and 2 advancing to the final round. Dawson 4-H was the SFT Junior Grand Champion and Blooming Grove FCCLA-4H received SFT Junior Reserve Champion. Last spring at the Houston Stock Show and Rodeo we had two compete and Dawson 4-H placed 2<sup>nd</sup> and Corsicana 4-H placed 4<sup>th</sup>. We also had the 2016 Youth Expo Food Challenge contest with 10 teams competing. Our teams will be competing at County, District, Houston, San Antonio and NCYE in 2016/2017 show season.

House of Refuge Better Living Texans was conducted in April 2016 and September 2016 with the help of volunteer Mauri Worley. This is a food and nutrition program partnered with Snap-Ed for limited income audiences to teach them to shop wisely and buy nutritional foods. We have reached 14 through the House of Refuge.

Summer Programs with Corsicana Parks and Recreation is a new partnership for 4-H to volunteer and participate in community programs. We participated in *Gone Fishing*, Share the Fun Sing A Long, Screen Printing 101, Summer Luau, and Messy Art Camp with over 120 participants.

# 4-H and Youth Development:

Navarro County Food & Fiber Roundup: 732—4th graders and teachers The youth get to experience 7 Stations of Vegetable and Herbs, Dairy Cattle, Beef Cattle, Swine, Feed Grains, Cotton & Water Conservation. According to the data we collected knowledge of agriculture was increased by 12%.

**Project Training:** 

Food & Fashion Workshop—25 participants 4-H Record Book Workshop-18 participants

4-H Livestock & FCS Projects:

164 youth active in 4-H participated in all livestock projects at major stock shows as well as Navarro County Expo.

201 youth successful completed Quality Counts which is a test design to teach good character during livestock projects, management practices and food quality and safety.

Healthy Lifestyles/Healthy Living Contest- 10 Participants

Photography - 11 Participants

Consumer Decision Making-25 participants

Summer Programming:

Farm Tour- 8 Youth participated in local farm tour at New Frontier Farms. This tour taught what it takes for food to get from the farm to the table. Youth participated in milking a dairy goat and using the milk to make cheese. They also collected eggs; the eggs and milk collected was use in goats milk ice cream after lunch. Youth planted flowers to take home and learned about vegetable gardening.

Stich it Up- 23 youth participated in a sewing camp. This camp was designed to promote the fashion project. Youth made bandana bags from bandanas they chose. We had 4 adult volunteers that guided youth on how to use sewing machines and following sewing instructions. We also talked on the importance of dairy and made ice cream in a bag.

Craft Camp- 21 youth and 3 adult volunteers participated in a camp designed to showcase creative arts activities for 4-H. This camp had several stations and a community service craft. We made blankets to donate to the Rainbow house as well as made some dog beds for our Project Paws Organization.

4-H Leadership & Personal Development:

1 State Delegate At Large, 1 District officer

1 Youth Livestock Ambassador

22 Youth attended Texas 4-H Roundup

27 Youth participated in Shooting Sports

8 4-H Record Books

2 Youth attended D8 4-H Leadership Camp

24 Youth attended D8 County Camp

Thanks for allowing me the opportunity to update you on the Extension educational programming in Navarro County and the efforts being made by your county Extension agents, Page, Lorie, Brittany and Kelli. They continue to provide programming which is in tune with our mission which is to provide quality, relevant outreach and continuing educational programs and services to the people of Texas. If you ever have any questions, comments, or concerns, please do not hesitate to give me a call at 254-968-4144 ext.204 or e-mail at d-kelm@tamu.edu.

Donald W. Kelm, Ed.D.

District Extension Administrator

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE FILE: EquipQuote **LESSEE: Navarro County** 

601 N. 13th St. Corsicana, TX 75110 Tax ID # 75-8001092

Date: 9-7-16

LEASE NO: FNBL: 65395

ACCEPTANCE DATE: November 14, 2016

First National Bank Leasing QUOTED BY: S. Cobb

CONTACT: Dick Martin - Pct. 2 BUSINESS PHONE: 903-654-3032

EQUIPMENT:

SOURCE: Bruckner's

(3) Three Yr. Lease/Purchase w/ Guaranteed Buy Back from Bruckner Truck

2016 MACK Truck w/ Maverick Dump Bed	\$136,000.00
New Serial # 1M1AN07Y1GM022724	\$0.00
	\$0.00
Trade In:	\$0.00
Serial #	\$0,00
	\$0.00
	\$0.00
TOTAL PURCHASE PRICE	\$136,000.00
Down Payment	\$0.00
UCC-1 Filing Fee	\$250.00
Trade Allowance	\$0.00
Net Capitalized Cost	\$136,250.00

Date	Lease Payment	Days Accrual	Accr. Interest	Principal	Note Balance
11/18/16	0.00	0	0.00	0.00	136,250.00
02/15/17	15,461.77	89	847.18	14,614.59	121,635.41
02/15/18	15,461.77	365	3,101.70	12,360.07	109,275.34
02/15/19	15,461.77	365	2,786.52	12,675.25	96,600.09
11/18/19	15,461.77	276	1,862.66	13,599.11	83,000.98
11/18/19	83,000.00	0	0.00	83,000.00	0,98

1095

3 Yr. Guaranteed Buy Back \$83,000.00 Grande Truck

\$8,598.06

Net Capitalized Cost	136,250.00
Interest Rate	2.5500%
Residual Value	\$0.98
Rounding Residual	0.02
Adjusted Res. Value	51.00

11/18/16	0.00	0			
02/15/17	14,614.59	89	×	0.24	\$3,507.50
02/15/18	12,360.07	365	×	1.24	\$15,326.49
02/15/19	12,675.25	365	x	2.24	\$28,392.56
11/18/19	13,599.11	365	x	3.24	\$44,061.12
11/18/19	83,000.00	0	x	3.24	\$268,920.00
	89/ 365 = 0.24			1	\$360,207.66

360,207.66/136,250.00 =

Weighted Avg Maturity

2.6



# TAX AND GENERAL CERTIFICATE

Т	his certifi	cate is g	given in regai	d to Lea	se Pur	chase A	greement	Number	6539	5	(the
"Lease")	between	FIRST	NATIONAL	BANK	DBA	FIRST	NATION	AL BAN	K LEAS	SING	and
	_NAVAR	RO CO	UNTY	(th	e "Go	vernmen	tal Entity"	). The Lea	ase paym	ients i	n the
Agreeme	nt contain	both a	principal co	mponent	(for re	epaymer	nt to FIRS	OITAN T	NAL BA	ANK I	<b>DBA</b>
			LEASING fo								
(as intere	st to FIRS	T NAT	IONAL BANI	C DBA F	IRST	NATIO	NAL BAN	K LEASI	NG for 1	makinį	g the
financing	available)	. The ir	terest compo	nent is pr	iced at	a tax ex	empt inte	rest rate.			

The Governmental Entity hereby states for the benefit of FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING as follows:

- 1. The Governmental Entity has not and will not fund any other tax exempt debt transaction within 15 days of the funding of the Lease.
  - 2. The Governmental Entity will own and operate the property financed by the Lease.
- The Governmental Entity will spend all of the money advanced by FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING within no more than two weeks of the date the Lease is funded. None of these funds will be invested.
  - 4. The Lease is not federally guaranteed.
- 5. The Lease is a privately placed bank loan and is not offered to the general public or a "public security" under Texas law.
  - There is no reserve fund or other specific fund established for payment of the Lease.
- 7. The proceeds of the Lease are not being used to reimburse the governmental Entity for any previous expenditure made by it. The proceeds of the Lease will be paid immediately to the vendor of the property.
- 8. The Lease is hereby designated by the Governmental Entity as a "qualified tax exempt obligation" under Section 265(b)(3) of the Internal Revenue Code. The reasonably anticipated amount of tax exempt obligations to be issued by the Governmental Entity during the same calendar year in which the Lease is funded will not exceed \$10,000,000. Additionally, in calculating the \$10,000,000 the Governmental Entity is including all tax exempt debt issued by local development corporations or other entities issuing "on behalf of" the Governmental Entity except private activity bonds other than Section 501(c)(3) bonds.
- 9. The weighted average maturity of the Lease (meaning when it is approximately one-half paid off) does not exceed 120% of the useful life of the property being financed.

# General Provisions

- 1. The Lease has been duly authorized by the governing body of the Governmental Entity at a meeting which the open meeting notice was posted regarding the Lease transaction, and at which a quorum was present.
- 2. There is no litigation pending regarding the Lease, or to the best of the knowledge of the Governmental Entity threatened in regard to the Lease.
- 3. Entering the Lease does not constitute an event of default or contravene any other agreement to which the Governmental Entity is a party.
- 4. The Governmental Entity has the ability to pay the Lease provided the duty to pay the Lease is subject to annual appropriation as set forth in the Lease documents.
- 5. The property being financed is personal property for which bids were taken in the manner required by law.
- 6. The Governmental Entity will use the property for one of its essential purposes.

Signed as of this //-/4, 20/6

( le succe

(NAVARRO COUNTY)

(Rev. September 2011)

# **Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury Internal Revenue Service Caution: If the issue price is under \$100,000, use Form 8038-GC. OMB No. 1545-0720

titrottimi	110401100 COITICO								_
Part	Reporting Auth	ority						neck here 🕨	
1 1	Issuer's name					er's emplo	yer identi	fication number	(EIN)
	RRO COUNTY, TEXAS					7	5-60010	92	
3a N	lame of person (other than issu	er) with whom the IRS may communica	ite about this return (see i	nstructions)	3b Telep	hone nun	nber of oth	er person shown	on 3a
STEW	ART COBB						0-687-3		
4 1	lumber and street (or P.O. box	if mail is not delivered to street address	i)	Room/suite	5 Rep	ort numbe	r (For IRS	Use Only)	
- TV 1-10	AIRWAY BLVD.	Val.						3	
6 (	City, town, or post office, state,	and ZIP code			7 Date	of issue			
	TA FALLS, TX 76310					10-01 (0-0)	11-18-16	6	
1000000000	lame of issue				9 CUS	IP numbe			
	RNMENT LEASE PURCHA						NONE		
ìı	nstructions)	r employee of the issuer whom the IRS	may call for more informa	tion (see			mber of of wn on 10a	fficer or other a	
H.M. C	DAVENPORT, JR COUNT	TY JUDGE				90	3-654-30	025	
Part	I Type of Issue (	enter the issue price). See	the instructions and	attach scl	nedule.				
11	Education						11		
12	Health and hospital .					. [	12		
13	Transportation					. [	13	136,250	00
14	Public safety						14		
15	<b>Environment (including</b>	sewage bonds)				.	15		
16	Housing						16		
17	Utilities						17		WW
18	Other. Describe -			<u> </u>			18		
19	If obligations are TANs	or RANs, check only box 19a				▶ 🗆			KAR
	If obligations are BANs	, check only box 19b				▶ 🗆			03.
20	If obligations are in the	form of a lease or installment :	sale, check box .						
Name of the last									18 U
Part	Description of	Obligations. Complete for t	the entire issue for	which th	is form is l	peing fi	led.		
	(a) Final maturity date	(b) Issue price	(c) Stated redemp price at maturity		(d) Weighte average mate			(e) Yield	
21	11-18-19	\$ 136,250.00		5,250.00	2.6	years		2.5	5 %
Part	V Uses of Procee	eds of Bond Issue (including	ng underwriters'	discount					
22	Proceeds used for acci						22		
23		ue (enter amount from line 21,					23	136,250	00
24		issuance costs (including under			25	00 00	DIG		
25	Proceeds used for cred	dit enhancement		. 25			350	1	
26	Proceeds allocated to	reasonably required reserve or	replacement fund	. 26			3.		
27	Proceeds used to curre	ently refund prior issues		. 27			0.1	İ	
28		ince refund prior issues		. 28				1	
29	Total (add lines 24 thro	ugh 28)					29	250	00
30	Nonrefunding proceeds	s of the issue (subtract line 29	from line 23 and ent	er amount	here) .		30	136,000	00
Part	V Description of	Refunded Bonds. Complet	e this part only for	r refundin	g bonds.				
31	Enter the remaining we	ighted average maturity of the	bonds to be current	tly refunde	d			N/A y	ears
32		ighted average maturity of the				•		N/A y	ears
33		which the refunded bonds will b		YYY)		▶ .		N/A	
34	Enter the date(s) the re	funded bonds were issued ▶ (	MM/DD/YYYY)					N/A	
Fa- D	anenwork Reduction A	ct Notice, see separate instru	ections		Cat. No. 6377	35	Form RI	038-G (Rev. 9	-2011)

Form 80	138-G (Rev.	. 9-2011)					Р	age Z
Part	VI M	iscellaneous				8 8 S		des teams
35 36a	Enter th	ne amount of the state volume cap a ne amount of gross proceeds invest ee instructions)		nteed investment o	ontract	35 36a	0 N/A	00
ь		ne final maturity date of the GIC ▶_				200-1		
37	Pooled	ne name of the GIC provider  financings: Enter the amount of the governmental units	e proceeds of this issue that are	e to be used to ma	ke loans	37	0	00
38a b		sue is a loan made from the proced ne date of the master pool obligation		e, check box ▶ □	and enter	the follow	ing informa	tion:
C	Enter th	ne EIN of the issuer of the master po	ool obligation ►					
d		ne name of the issuer of the master	The state of the s	<		_		
39		suer has designated the issue unde						1
40		suer has elected to pay a penalty in					, . •	П
41a		suer has identified a hedge, check		ing information:				
b		of hedge provider						
C		hedge ►						
d	I erm o	f hedge ►suer has superintegrated the hedge	- Sub-sub-base					П
42 43	If the Is	suer nas superintegrated the nedge ssuer has established written pro	e, check box	naualified bands	of this iss		madiated	ш
40		ing to the requirements under the C						
44	If the is	suer has established written proced	dures to monitor the requiremen	nts of section 148,	check box		🕨	
45a	If some	portion of the proceeds was used	to reimburse expenditures, che	ck here 🕨 🔲 and	enter the	amount		
	of reimi	bursement	. <b>.</b>					
b	Enter th	ne date the official intent was adopt	ed ▶					
Signa and Cons		Under penalties of perjum, I declare that I had and belief, they are true correct, and comply process this return to the person that I have Signature of issuer's authorized representations.	te. I further declare that I consent to the authorized above.		issuer's retu	m informatio	n, as necessa	ry to
		Print/Type preparer's name	Preparer's signature	Type or p	nnt name and	title		
Paid Prep	arer	Print i ype preparer s name	Preparer s signature	Date		k   if   PT mployed	H.A.	
	Only	Firm's name ▶	- 17 30013-0000		Firm's EIN	٠.		
		Firm's address ▶			Phone no.			
						Form 803	8-G (Rev. 9	-2011)

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

CONTRACT (LEASE) NO65395	
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# FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING 3801 FAIRWAY BLVD. WICHITA FALLS, TEXAS 76310

# EQUIPMENT LEASE BY MUNICIPALITY

# PARTIES:

Lessor: FIRST NATIONAL BANK DBA FIRST NATIONAL BANK LEASING

3801 FAIRWAY BLVD.

WICHITA FALLS, TEXAS 76310

Lessee: NAVARRO COUNTY

601 N. 13th ST.

CORSICANA, TX. 75110 TAX ID # 75-6001092

# **TERMS AND CONDITIONS:**

- 2.) ACCEPTANCE; DELIVERY: Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment as delivered by Lessor and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment. Lessee represents that it has acquired the Equipment in accordance with applicable Texas bid or procurement law.
- 3.) WARRANTIES AND REPRESENTATIONS: Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment and not Lessor. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT AT TIME OF LEASE. Lessor specifically disclaims any representation or warrant with regard to merchantability or fitness for a particular use or purpose. Lessee has inspected the Equipment and has selected the Equipment to be financed by this Lease. Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR USE OR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 3 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee. Lessor retains all rights to make warranty claims and settle all warranty disputes on the Equipment in either Lessor's or Lessee's name and for Lessor's benefit without notice to, or consent from, Lessee.

Equipment	Lease	by	Municipality
Page 1 of 7			

4.) LEASE PAYMENTS: The total Lease payments for lease of the Equipment are shown on Exhibit 2. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit 2 without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of the Wall Street Journal Prime Rate +4% per annum, as in effect for the entire period of non-bank qualified status, or taxability.

- 5.) LEASE TERM: This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date as set forth on Exhibit 1.
- 6.) OWNERSHIP; RETURN; PERSONAL PROPERTY: Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination unless Lessee pays the Purchase Option Price in full) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the sole property of Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessor; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of the maximum rate allowed by law.

Lessee hereby grants to Lessor and Lessor's assigns a consensual security interest in and lien against the equipment as fully described in the Exhibit 1 attachment. If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor or Lessor's assigns as a lienholder. Lessee further consents to Lessor filing a UCC-1 Financing Statement to reflect Lessor's security interest in the Equipment. Lessee shall return the title, endorsed to Lessor or Lessor's assigns, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor or Lessor's assigns as having full legal power and authority (including a limited irrevocable power of attorney coupled with an interest) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name. At the end of the Term or other termination of this Agreement, if Lessee has not exercised its rights to purchase the Equipment, and paid the Purchase Option Price in full, the Equipment shall be returned to Lessor as provided above, and such return shall not be deemed a forced sale under Texas law.

7.) PURCHASE OPTION: If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit 1, plus any applicable sales taxes and fees (all being the "Purchase Option Price"), it being understood no taxes are due under current Texas law. Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit 1 shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS, WHERE-IS AND WITH ALL FAULTS without any representation or warranty whatsoever.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

- (a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit 2 (the Lease payments have both a principal and interest component like any loan); plus
- (b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

8.) ASSIGNMENT: Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

9.) LOSS; DAMAGE; INSURANCE: As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. To the full extent permitted by law, Lessee agrees to and does hereby release, indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, court costs including reasonable attorney fees resulting from or pertaining to the ownership, use or operation of the Equipment during the term of this Agreement subsequent to the termination or expiration of this Agreement or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage to the Equipment, injury or damages to third parties or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee for any purpose for which insurance may be purchased. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment or the payment of obligations of Lessee hereunder, at the option of Lessor or Lessor's assigns. Lessee hereby appoints Lessor and Lessor's assigns as Lessee's attorney-in-fact to make claims for, compromise and settle, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

Lessor and Lessor acknowledge that Lessor is only leasing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

10.) USE; TAXES; INSPECTION AND CONDITION: Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

# 11.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:

(a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 6 and Section 11(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any

premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

- Remedies. If this Lease terminates by reason of event of default (Section 11), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit 1, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:
  - Lessee shall return the Equipment to Lessor as provided in Section 6. (i)
  - (ii) Lessor may retain all Lease payments previously paid by Lessee.
  - Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and (iii) Lessee will deliver evidence of title as provided in Section 6.
  - After return of the Equipment, Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.
  - (v) Lessor may enforce its rights hereunder by writ of mandamus.
- Late Charges. Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of the lesser of (i) five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law, or (ii) the maximum rate allowed by law.
- Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of re-taking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney fees.
- 12.) NON-WAIVER: The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.
- 13.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof,
- 14.) SPECIAL PROVISIONS: FISCAL FUNDING: The Lessee warrants that is has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation, Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. All obligations and payments required of Lessee herein shall be subject to appropriation by Lessee of sufficient funds.

To the extent permitted by law, (i) Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment through the stated maturity date of the Lease, and (ii) Lessee agrees

Equipment Lease by Municipality This representation of the sound by the LARUS of Texts eachPage 4 of 7

Page 4 of 7

Exclusive jurisdiction of the Courts of the Staffe of Texts in

not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE LESSOR AND LESSEE.

DATE OF ACCEPTANCE: NOVEMBER 14, 2016

LESSOR: FIRST NATIONAL BANK d/b/a FIRST NATIONAL BANK LEASING

Ву: \_

STEWART COBB

SENIOR VICE PRESIDENT

Lessee: NAVARRO COUNTY

601 N. 13th ST.

CORSICANA, TX. 75110

TAX III # 75-6001092

By:

H.M. DAVENPORT JR.()

COUNTY JUDGE - NAVARRO COUNTY

# LESSEE'S ACCEPTANCE

TO VENDOR: ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment has been inspected by Lessee, is satisfactory in every way, accepted by Lessee and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee: NAVARRO COUNTY

601 N. 13th ST.

CORSICANA, TX. 75110

TAX ID/# 75-6001092

COUNTY JUDGE - NAVARRO COUNTY

DATE OF ACCEPTANCE: NOVEMBER 14, 2016

# Exhibit 1

Price	Oty	EQUIPMENT INFORMATION  Item/Description:	Serial #	Model Number
\$136,000.00	1	2016 MACK TRUCK w/ MAVERICK DUMP BODY Purchased from Bruckner Truck Sales, Inc.	IM1AN07Y1GM022724	CHU613
\$136,000.00		SUB TOTAL:		
\$136,000.00		TOTAL:		
(\$)0.00		LESS DOWN PAYMENT:		
\$250.00		Document Fees:		
\$136,250.00		TOTAL CAPITALIZED COST:		

# SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years: 3
No. of Lease Payments: 4
For Business Use Inside: NAVARRO COUNTY

 Base Lease Payment:
 \$15,461.77

 Interest Rate:
 2.55%

 Property Tax?
 N/A

 Total Payment:
 \$15,461.77

 Lease End Date:
 NOVEMBER 18, 2019

# Exhibit 2

# Lease payments:

Payment Date	Lease Payment
11/18/16	\$0.00
02/15/17	\$15,461.77
02/15/18	\$15,461.77
02/15/19	\$15,461.77
11/18/19	\$15,461.77
11/18/19	\$83,000.00
Three year Guara	nteed Buy Back from
Bruckner Truck S	Sales, Inc. \$83,000.00

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE FILE: EquipQuote Date: 9-7-16 **LESSEE: Navarro County** LEASE NO: FNBL: 65395 601 N. 13th St. Corsicana, TX 75110 ACCEPTANCE DATE: November 14, 2016 Tax ID # 75-6001092 First National Bank Leasing QUOTED BY: S. Cobb CONTACT: Dick Martin - Pct. 2 BUSINESS PHONE: 903-654-3032 EQUIPMENT: SOURCE: Bruckner's (3) Three Yr. Lease/Purchase w/ Guaranteed Buy Back from Bruckner Truck 2016 MACK Truck w/ Maverick Dump Bed \$136,000.00 New Serial # 1M1AN07Y1GM022724 \$0.00 \$0.00 Trade In: \$0.00 Serial # \$0.00 \$0.00 \$0.00 TOTAL PURCHASE PRICE \$136,000.00 Down Payment \$0.00 UCC-1 Filing Fee \$250.00 Trade Allowance \$0.00 **Net Capitalized Cost** \$136,250.00 Date Lease Payment Days Accrual Accr. Interest **Note Balance Principal** 11/18/16 0.00 O 0.00 0.00 136,250,00 02/15/17 15,461,77 89 847.18 121,635.41 14,614,59 02/15/18 15,461.77 365 3,101.70 12,360.07 109,275.34 02/15/19 15,461.77 365 2,786.52 96,600.09 12,675.25 11/18/19 15,461.77 276 1,862.66 13,599.11 83.000.98 11/18/19 83,000.00 0 0.00 83,000.00 0.98 3 Yr. Guaranteed Buy Back \$83,000.00 Grande Truck **Net Capitalized Cost** 136,250.00 1095 \$8,598.06 Interest Rate 2.5500% Residual Value \$0.98 Rounding Residual 0.02 Adjusted Res. Value \$1.00 11/18/16 0.00 0 02/15/17 14,614.59 89 0.24 \$3,507.50 x 02/15/18 12,360.07 365 1.24 \$15,326.49 X 02/15/19 12,675.25 365 2.24 \$28,392.56 11/18/19 13,599.11 365 3.24 \$44,061.12 x 11/18/19 83,000,00 0 3.24 \$268,920.00 \$360,207.66 89/ 365 = 0.24

> 360,207,66/136,250.00 = Weighted Avg Maturity

2.6

# RESOLUTION NO. 2016-06

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS REESTABLISHING THE CURRENT TAX ABATEMENT POLICY GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED BY THE CITY OF CORSICANA, TEXAS OR OTHER AUTHORIZED TAXING JURISDICTION; ELECTING TO PARTICIPATE IN TAX ABATEMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

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

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 with the City of Corsicana, 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 the Navarro County; and

WHEREAS, Navarro County reestablishes the previous Tax Abatement Policy approved and adopted on October 27, 2014 and reestablished May 13, 2013.

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

# SECTION 1.

The Tax Abatement Guidelines, Criteria and Policy for the 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 three-fourths (3/4) of the members of the Commissioners Court. The Commissioners Court hereby elects to participate in tax abatements.

# **SECTION 2.**

This resolution shall become effective upon passage.

PASSED and APPROVED by majority vote of the Commissioners Court of Navarro County, Texas, this 14th day of November, 2016.

APPROVED:

H.M. Davenport, Jr., County Judge

ATTEST:

Sherry Dowd, County Clerk



### **EXHIBIT A**

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

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

- Navarro County is committed to the promotion of high quality development in all parts of the County; and to 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, Navarro County will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Navarro County. It is the policy of Navarro County to make available tax abatement for both new facilities and for the expansion or modernization of existing buildings or structures. For the purpose of establishing a policy on economic development incentives, and pursuant to Chapter 312 of the Texas Property Tax Code, Navarro County, Texas (hereinafter referred to as "County") is authorized to designate Reinvestment Zones and to enter into tax abatement agreements in all areas of the County.
- 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 Commissioners Court for Navarro County (hereinafter referred to as "Commissioners Court").
- 1.03 These guidelines and criteria, and the procedures established herein, do not:
  - Limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement,
  - Limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the Commissioners 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 Commissioners Court consider or grant a specific application for 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, give consideration to providing tax abatement as stimulation for economic development in the County. It is the policy on economic development incentives for 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.

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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 B 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 § 312.201 of the Texas Property Tax Code may by ordinance be designated by the Commissioners Court, in an area of the County, that is found by the County to satisfy the requirements of § 312.202 of the Texas Property Tax Code.
- 3.03 An area may be designated as a Reinvestment Zone if the Commissioners 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 Commissioners 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 (7th) day before the date of the public hearing, notice of the public hearing shall be:

  (1) published in a notice 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 Commissioners 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 Commissioners Court finds that designation of the area as a Reinvestment Zone is proper, such proposed designation shall be put to a vote of the Commissioners Court, and will pass if a majority of the members of the Commissioners Court in attendance vote to approve the designation.
- 3.07 The ordinance of the Commissioners Court designating the area as a Reinvestment Zone (Zone) shall contain a description of the boundaries of the Zone and the eligibility of the zone for residential tax abatement, or commercial-industrial tax abatement, or tax increment financing as provided for in Chapter 311 of the Texas Property Tax Code.
- 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 Court. The designation shall automatically expire five (5) years after the date of the designation unless renewed by the Commissioners Court for subsequent periods not to

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- exceed five (5) years each. Pursuant to § 312.203 of the Texas Property Tax Code, the expiration of the designation of a Reinvestment Zone does not affect an existing tax abatement.
- 3.09 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.
- 3.10 Pursuant to § 312.002 and § 312.204(a) of the Texas Property Tax Code, the County may agree in writing with the owner of taxable real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed ten (10) years, on the condition that the owner of the property make specific improvements or repairs to the property.
- 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 Commissioners Court and execution of a lawful tax abatement agreement, for properties located within a Reinvestment Zone designated by the Commissioners Court or other authorized taxing jurisdiction.
- 4.02 <u>Authorized Facilities:</u> 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 <u>Eligible Property:</u> 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 Commissioners 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, and cannot be abated for inventory and supplies.

### 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. The project must create an investment of at least five hundred thousand dollars (\$500,000.00) in property improvements or in personal property must be made, not including purchase price of the land.

- b. At the discretion of the Commissioners Court, a partial (investment pro-rated) tax abatement may be granted in the event the project does not create a capital investment of at least five hundred thousand dollars (\$500,000.00) in property improvements or in personal property, but other threshold requirements must be met.
- c. The project must create at least fifteen (15) new, full time equivalent jobs (40 hours per week).
- d. A partial (employment pro-rated) tax abatement may be granted in the event the project does not create at least fifteen (15) new, full time jobs, but other threshold requirements must be met. The partial (employment pro-rated) tax abatement shall be calculated as a ratio of actual new, full time jobs created (numerator) and the threshold employment level (fifteen [15] new jobs) (denominator) multiplied by the percentage tax abatement granted for the capital investment and the creation of fifteen (15) new jobs.
- e. The project must obtain all required permits and meet all relevant planning and zoning requirements as applicable.
- 5.02 In addition to the minimum requirements stated above, the following subjective criteria shall be considered 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 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 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 a total of five hundred percent (500%) over ten (10) years of the specific project (i.e., 50% level of abatement for a term of 10 years). For capital investments greater than \$500 million, the Commissioners Court may at their discretion, consider granting abatements up to a total of seven hundred percent (700%) over ten (10) years.
- b. An Eligible Project located within the boundaries of County that meets all tax abatement criteria stated herein is eligible for, but not entitled to, the maximum tax abatement.

# **SECTION 7. APPLICATION PROCEDURES**

- 7.01 Any developer desiring that the 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 (Exhibit 1) with the County which shall include at least the following information to be considered, if applicable, in the determination whether to grant tax abatement.
  - 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 Commissioners 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.
  - A metes and bounds legal description of the property considered for designation as a reinvestment zone.
  - d. A completed Application for Tax Abatement consisting of the following data and information:
    - 1. Date of application;
    - Name of firm, partnership, or corporation and mailing address;
      - (a) Previous tax abatement received from 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;
    - Number of acres of property to be developed
      - (a) Plat of property and development or site plan attachment (Ycs/No);

- Estimated value of existing real property to be developed;
- Estimated value of real property improvements;
- 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:
- Description of public services for project development and new facilities and/or services required;
- 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;
- Expected Productive Life of all real property improvements;
- 19. Identification and quantity of all pollutants and emissions;
- Certification of no materially adverse environmental impact as a result of the improvements and operations;
- Certification that project is compliant with relevant zoning requirements;
- 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 (Exhibit 2) addressed to the 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 environmental requirements, regulations, and codes.

# **SECTION 8. ABATEMENT AGREEMENT**

- 8.01 Not later than the seventh (7th) 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. A provision for access to and authorization for inspection by appraisal district representatives for ad valorem property tax appraisal for all real property, improvements to real property, tangible personal property, inventory and equipment.
  - h. 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;
  - i. A provision for recapturing property tax revenue lost as a result of the agreement in accordance with Section 9;
  - 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;
  - k. Each and every term and condition agreed to by the County and the Company;
  - 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

m. All terms required by Texas Property Tax Code § 312.205, as amended, and any other terms deemed appropriate by the Commissioners 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 In the event that the company or individual:
  - 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, the Agreement then shall be terminated and all taxes previously abated by virtue of the Agreement shall be recaptured and paid within sixty (60) days of the termination.
- 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 (3/4th) vote of the Commissioners 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) vote of the Commissioners Court for the Navarro County, Texas.

# **EXHIBITS:**

- 1. Application for Tax Abatement
- 2. Sample Environmental Compliance Letter

# EXHIBIT 1

			PPLICATION FOR TAX				
			mit the completed and signed o				
attach	ments to: 1	The City of Corsican	a Economic Development Depar	rtment, 200 Nort	h 12th S	treet, Corsicana, Texa	s 75110
	I. Date						
	and the same	- 4					edanizet 1
	2. Name	of Firm, Partnership o	r Corporation and mailing address	2a.	Have your	eceived a previous tax	
					abatement	from the City of Corsicana?	
	Please print of	or type:		1			(YES/NO)
				20	If yes, who	en?	
		ALACATER III II					
							1 NW 1 10
			loyees to be added		•		
	(*A mini	imum of 20 new, full-t	ime [e.g. 40 hours/week] jobs are	required.)			
			T. 1				ŭ
	4. Numbe	er of acres of property	to be developed				
	4a Die	at of property and Dev	/elopment or Site Plan attached? -		0235		(YES/NO)
			with metes and bounds required)		102.00		(1E3/NO)
	(O)	ncial Property Survey	will metes and bounds required;				
	5. Estima	ated value of existing	real property to be developed			\$	
	6. Estima	ated value of real prop	perty improvements			\$	
	(A minir	mum \$1,000,000.00 inve	astment required, unless otherwise app	proved by City Cou	ncil)		
	7 Ections	ted value of existing	inventory				1
	/. LSMIII	ated value of existing	inventory			13	ı
	8. Estima	ated value of inventor	y to be added			s	1
			,			<u> </u>	
	9. Estima	ated value of existing	personal property	***	<b>-</b>	\$	1
	٠,						1
	10. Estima	ated value of taxable p	personal property improvements -	**************		\$	
	77-13/99 On 285 No. 65	III-Nor on we are additional	Man 101 34 5 500 31-25 32900 W 4921 EMAN				
	11. Total e	estimated value of nev	w taxable investment to be made (	Total of Items # 6, i	8 & 10)	\$	
	12. Descri	ption of real property	improvements to be made:				
			\$5 25 to 185				1
	14						
							J
	12. Descri	ption of Public Servic	es available for project developme	nt			
		w facilities and / or se					
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		Wastewater:					
		Railways:					İ
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	40.5		1.1.1.1.1				
	13. One Y	ear Development Sch	nedule for all improvements.				•
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		2nd Quarter:	10 10				
		3rd Quarter:					
	10 -10 -11	4th Quarter:					J
•		<i>n for pro-rating new emplo</i> j Corsicana Economic Develoj	yees is determined on a case-by-case basis	i,			-
*		th Street, Corsicana, Texas	V				
	200 110118 12	W. Directi Corpitatin, 16383	7.7.1.7				

4. Expe	cted impact on the Corsicana Indepe	FOR TAX ABATEMENT (Page 2) ndent School District.
5. Expe	cted benefit to the local economy	
6. Estim	ated annual payroll of new employee	s.
7. Descr	iption of product to be manufactured	or distributed.
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8. Exped	ted productive life of all real property	improvements.
100		
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# EXHIBIT 2 - SAMPLE ENVIRONMENTAL COMPLIANCE LETTER

# CORPORATION LETTERHEAD

DATE

H.M. Davenport, Jr. County Judge Navarro County, Texas 300 West 3<sup>rd</sup> Avenue Corsicana, TX 75110

Dear Judge Davenport:

The purpose of this correspondence is to provide assurances that the planned (approximate dollar value) expansion of (Company) at its Navarro County, Texas location will have no unacceptable environmental impact according to the Environmental Protection Agency (EPA, Texas Commission on Environmental Quality (TCEQ), and the Navarro County, Texas codes, guidelines and environmental regulations.

Sincerely,

(Signature block)