

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 22nd day of April, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, David Warren, Dick Martin, and James Olsen.

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

CONSENT AGENDA

Motion to approve the consent agenda items 5-7 by Comm. Martin Sec by Comm. Grant
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of April 8th, 2013,
And April 17th, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including
payroll (paid 4/15/13)
7. Motion to approve transfer of \$30,000 from unallocated Technology
Enhancement (101-406-425) to District Clerk's Maintenance Contract-PC
Network (101-404-450)

REGULAR AGENDA

8. No action taken on Burn Ban remains off
9. Motion to approve accepting check (\$1,920.20) from Dawson Housing Authority
in Lieu of Taxes, Russell Hudson by Comm. Grant sec by Comm. Martin
All voted aye motion carried **TO WIT PG 306**
10. Motion to approve County Auditor's March 2013 monthly financial report
pursuant to LGC Sec 114.024 by Comm. Martin sec by Comm. Warren
All voted aye motion carried **TO WIT PG 307-310**

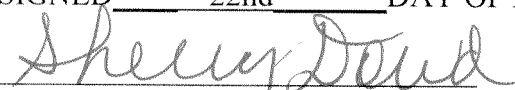
11. Motion to approve Modification 3 to HIDTA Grant number G12NT0001A, increasing the grant by \$3,617.16 by Comm. Olsen sec by Comm. Grant
All voted aye motion carried **TO WIT PG 311-315**
12. Motion to approve OAG required training in reference to The Open Meetings Act and Newly Elected County Commissioners Training, Jason Grant Pct. 1 by Comm. Grant sec by Comm. Martin
All voted aye motion carried **TO WIT PG 316-317**
13. Motion to approve Treasurer's report for March 2013, Frank Hull, by Comm. Olsen sec by Comm. Warren
All voted aye motion carried **TO WIT PG 318-319**
14. Proclamation for National Crime Victims' Week, April 21st-27th, 2013
TO WIT PG 320-321
15. Motion to approve to declare a non-operational Jail Tray Washer as salvage material by Judge Davenport sec by Comm. Warren
All voted aye motion carried
16. Motion to approve Resolution of Tax Abatement Agreement between Navarro County, Texas and M Squared Oncology Leasing LLC, by Comm. Grant sec by Comm. Martin
All voted aye motion carried **TO WIT PG 322-335**
17. Motion to approve changing Commissioner's Court meeting from Monday May 27th, 2013 to Tuesday May 28th, 2013 due to Memorial Day Holiday by Comm. Warren sec by Comm. Grant
All voted aye motion carried
18. Motion to approve contract between Navarro County and Ideal Storage contingent upon Loyal Thompson looking it over by Comm. Olsen sec by Comm. Grant
All vote aye motion carried **TO WIT PG 336**
19. Recognition of Passport Acceptance Agents in District Clerk's Office, Kristen Bates, Krystal Hogue, Kathy Cox, Carolyn Kilcrease and Carla Evans-Jones
20. Motion to approve to accept Road Bond from O'Brien Energy for use of approximately 1 mile SECR 3100, Pct. 2 by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 337-341**
21. Motion to approve placement of order for 3 walk-thru metal detectors and related equipment to be paid from Security Fund by Judge Davenport sec by Comm. Grant

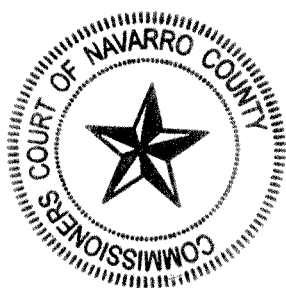
All voted aye motion carried

22. Motion to adjourn by Comm. Martin sec by Comm. Warren
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR APRIL 22nd, 2013.

SIGNED 22nd DAY OF APRIL 2013.


SHERRY DOWD, COUNTY CLERK



HOUSING AUTHORITY OF THE CITY

012519

P.O. BOX 89 PH. 254-578-1408
DAWSON, TEXAS 76839

3-22 2013 88-777
1119

PAY TO THE ORDER OF Navarro County \$1,920.20

one thousand, nine hundred twenty dollars and 20/100's DOLLARS

FIRST BANK & TRUST COMPANY
DAWSON, TEXAS 76839 (254) 578-1311

EXECUTIVE DIRECTOR-CHAIRMAN/VICE CHAIRMAN
Bill Stille
Bill Stille

PILOT FFY 2013

⑈012519⑈ ⑆111907775⑆ ⑈100 415 7⑈

Security features are included.
Details on back

HOUSING AUTHORITY OF THE CITY
OF DAWSON TEXAS

DETACH AND RETURN THIS SLIP
THIS CHECK IS FOR PAYMENT OF ITEMS DESCRIBED BELOW
IF INCORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT NECESSARY.

DATE	DESCRIPTION	AMOUNT
3-22-2013	Payment in Lieu of Taxes FFY 2013	1,920.20

306

#4

307

#10

Navarro County March 2013
Financial Report by Fund

	Budget	Current Month	YTD
General Fund:			
Revenues			
Property Taxes	13,444,136.00	1,332,390.32	12,325,331.43
Other	4,782,528.00	338,308.66	2,084,228.68
Total	18,226,664.00	1,670,698.98	14,409,560.11
Expenditures			
Commissioner's Court	84,611.04	7,055.06	44,040.50
Planning & Dev.	341,439.00	23,950.50	154,694.49
County Clerk	655,825.00	38,585.76	329,405.07
District Clerk	461,158.00	46,000.05	228,279.27
Veterans' Service	20,638.00	1,666.38	10,058.28
Non Departmental	2,104,350.00	75,338.61	786,350.37
Information Systems	92,740.00	5,475.38	37,359.08
HAVA	18,000.00	0.00	17,863.03
Elections	191,890.00	16,397.35	109,401.08
Courthouse	652,316.00	56,978.43	270,094.28
Extension	218,193.00	15,247.11	106,863.62
Historical Commission	6,100.00	0.00	2,696.51
County Judge	251,615.00	20,806.20	114,497.16
County Court-at-law	762,462.76	49,178.43	244,367.25
District Court	615,990.00	52,133.38	243,458.71
JP Pct 1	187,240.00	14,479.32	101,572.20
JP Pct 2	185,004.00	13,919.16	98,541.50
JP Pct 3	181,053.00	14,479.98	94,850.76
JP Pct 4	187,945.00	14,080.22	99,624.53
District Attorney	911,603.50	64,426.57	400,761.03
Law Library	5,423.00	117.70	1,942.95
County Auditor	476,620.00	37,156.61	247,755.55
County Treasurer	166,694.00	12,198.54	86,029.87
Tax Assessor/Collector	524,323.00	41,437.34	258,992.02
County Jail	4,973,593.00	344,264.00	2,159,262.88
Constable Pct 1	36,463.00	2,386.16	15,118.10
Constable Pct 2	34,445.00	2,345.14	15,033.38
Constable Pct 3	3,975.00	332.95	865.94
Constable Pct 4	35,216.00	2,345.14	15,502.70
Sheriff	3,148,557.00	212,616.65	1,426,524.87
Sheriff Communications	755,336.00	54,776.84	319,213.69
Highway Patrol	86,572.00	6,774.82	47,774.03
License & Weights	3,400.00	0.00	776.36
Emergency Mgt	46,800.00	7,425.11	23,690.61
CSCD	12,000.00	770.06	5,339.39
Juvenile Expenditures	108,937.00	6,824.38	43,555.58
Indigent Health	500,000.00	0.00	125,000.00
Total	19,048,527.30	1,261,969.33	8,287,156.64
General Net	(821,863.30)	408,729.65	6,122,403.47

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Navarro County March 2013
Financial Report by Fund

	Budget	Current Month	YTD
Flood Control			
Revenues			
Property Taxes	248,504.00	24,225.44	226,255.06
Other	5,000.00	0.31	1,987.65
Total	253,504.00	24,225.75	228,242.71
Expenditures	400,000.00	66,304.00	117,702.25
Flood Control Net	(146,496.00)	(42,078.25)	110,540.46
Debt Service			
Revenues			
Property Taxes	539,356.00	54,280.09	502,148.94
Other	750.00	0.31	528.24
Total	540,106.00	54,280.40	502,677.18
Expenditures	523,760.00	750.00	506,155.00
Debt Svc. Net	16,346.00	53,530.40	(3,477.82)
Road & Bridge Pct. 1			
Revenues			
Property Taxes	723,001.00	72,385.93	666,805.84
State of TX	25,400.00	0.00	10,817.43
Vehicle Registration	225,000.00	52,886.21	124,188.88
Fines & Forfeitures	150,000.00	0.00	31,193.69
Other	1,500.00	10.05	1,158.84
Total	1,124,901.00	125,282.19	834,164.68
Expenditures			
Personnel	428,975.00	33,351.64	200,243.15
Supplies	309,000.00	15,062.45	103,931.30
Other Svcs & Charges	138,939.77	11,938.10	57,147.25
Capital Outlay	143,763.00	13,312.30	79,873.80
Total	1,020,677.77	73,664.49	441,195.50
R & B #1 Net	104,223.23	51,617.70	392,969.18

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Navarro County March 2013
Financial Report by Fund

	Current		
	Budget	Month	YTD
Road & Bridge Pct. 2			
Revenues			
Property Taxes	731,501.00	72,385.93	666,805.84
State of TX	25,400.00	0.00	10,817.44
Vehicle Registration	225,000.00	52,886.21	124,188.88
Fines & Forfeitures	150,000.00	0.00	31,193.70
Other	1,500.00	2,736.19	3,808.93
Total	1,133,401.00	128,008.33	836,814.79
Expenditures			
Personnel	500,403.00	38,168.03	243,999.57
Supplies	420,000.00	25,688.97	113,812.06
Other Svcs & Charges	279,000.00	57,087.45	127,488.66
Capital Outlay	137,321.00	6,034.59	55,342.43
Total	1,336,724.00	126,979.04	540,642.72
R & B # 2 Net	(203,323.00)	1,029.29	296,172.07
Road & Bridge Pct. 3			
Revenues			
Property Taxes	731,501.00	72,385.94	666,805.84
State of TX	25,400.00	0.00	10,817.44
Vehicle Registration	225,000.00	52,886.21	124,188.87
Fines & Forfeitures	150,000.00	0.00	31,193.72
Other	1,500.00	13.77	920.65
Total	1,133,401.00	125,285.92	833,926.52
Expenditures			
Personnel	538,103.00	38,630.98	254,687.71
Supplies	400,000.00	36,314.61	116,183.50
Other Svcs & Charges	157,170.94	8,305.36	34,232.02
Capital Outlay	116,111.00	47,325.87	64,454.92
Total	1,211,384.94	130,576.82	469,558.15
R & B #3 Net	(77,983.94)	(5,290.90)	364,368.37
Road & Bridge Pct. 4			
Revenues			
Property Taxes	731,501.00	72,385.93	666,805.84
State of TX	25,400.00	0.00	10,817.44
Vehicle Registration	225,000.00	52,886.22	124,188.89
Fines & Forfeitures	150,000.00	0.00	31,193.72
Other	1,500.00	3.56	853.49
Total	1,133,401.00	125,275.71	833,859.38
Expenditures			
Personnel	487,440.00	29,534.54	198,377.28
Supplies	520,000.00	21,905.82	125,740.63
Other Svcs & Charges	184,700.00	3,119.06	28,983.11
Capital Outlay	96,031.00	1,622.32	9,733.92
Total	1,288,171.00	56,181.74	362,834.94
R & B # 4 Net	(154,770.00)	69,093.97	471,024.44

Navarro County March 2013
Financial Report by Fund

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Taxes Recorded for March 2013

General Fund	222,635.70	12,547,967.13
Flood Control	4,010.18	230,265.24
Debt Service	9,059.63	511,208.57
Road & Bridge	48,131.36	2,715,354.72
		<hr/>
Total	283,836.87	16,004,795.66
		<hr/>



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April 12, 2013

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

APR 16 2013
NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G12NT0001A has been increased and now totals \$2,712,588.16.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110		4. Award Number: G12NT0001A	
		5. Grant Period: From 01/01/2012 to 12/31/2013	
1A. Subrecipient IRS/Vendor No.	6. Date: 4/12/2013	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
Subrecipient Name and Address	8. Supplement Number 3		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:		\$2,708,971.00
3. Project Title Multiple	10. Amount of This Award:		\$3,617.16
	11. Total Award:		\$2,712,588.16
12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award.			
13. Statutory Authority for Grant: Public Law 112-74			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director		15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date <i>[Signature]</i> 4-22-13	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND1070DB1213XX OND6113 OND2000000000 OC 410001 JID: 34445	

Initiative Cash by HIDTA

FY 2012

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
North Texas	Navarro County Sheriff's Office	Commercial Smuggling Initiative	73,422.00	Investigation	G12NT0001A
		DHE - North Texas	193,000.00	Interdiction	G12NT0001A
		East Texas Violent Crimes Initiative	37,800.00	Investigation	G12NT0001A
		Eastern Drug Initiative	211,339.00	Investigation	G12NT0001A
		Management and Coordination	412,569.00	Administration	G12NT0001A
		NAP - Central Oklahoma HIDTA Task Force	8,000.00	Investigation	G12NT0001A
		NAP - Tulsa Regional Drug Task Force	5,000.00	Investigation	G12NT0001A
		North Texas SAR	1,000.00	Investigation	G12NT0001A
		Northern Drug Initiative	75,206.00	Investigation	G12NT0001A
		Operations Support Center	757,083.00	Operations Support	G12NT0001A
		PIP - Northern Drug Initiative	20,000.00	Investigation	G12NT0001A
		Regional Intelligence Support Center	660,894.16	Intelligence	G12NT0001A
		Southern Money Laundering Initiative	9,000.00	Investigation	G12NT0001A
		Training	47,435.00	Operations Support	G12NT0001A
		Violent Crime Initiative	58,600.00	Investigation	G12NT0001A

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Initiative Cash by HIDTA

HIDTA	Agency Name	Initiative	Cash	Type	Grant
North Texas	Navarro County Sheriff's Office	Western Drug Initiative	142,240.00	Investigation	G12NT0001A
Agency Total : Navarro County Sheriff's Office			2,712,588.16		

Total **2,712,588.16**

Budget Detail

2012 - North Texas

Initiative - Regional Intelligence Support Center

Award Recipient - Navarro County (G12NT0001A)

Resource Recipient - Navarro County Sheriff's Office

<i>Current Budget (net of reprogrammed funds)</i>		\$3,617.16
Services	Quantity	Amount
Services		\$3,617.16
Total Services		\$3,617.16
Total Budget		\$3,617.16

12

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COMMISSIONERS
CERTIFICATION FOR CREDIT

Seminar for Newly Elected County Judges and Commissioners
(Title of Conference)

AT&T Executive Education and Conference Center - Austin TX
(Place of Conference)

January 8-11, 2013
(Date of Conference)

LBJ School of Public Affairs The University of Texas at Austin
in cooperation with the Texas Association of Counties
(Sponsor of Conference)

I, JASON GRANT, do hereby certify that I attended the above-listed conference and was present at the course of instruction for which I am claiming Continuing Education Credit.

I make this certification for the purpose of receiving credit for 20.5 hours of Continuing Education for the calendar year of 2013.

I represent and declare all the above statements are true and correct.

Dated: 01/11/13

(Judge's Signature)

(County)

[Signature]
(Commissioner's Signature)

WAVARAO Precinct 1
(County and Precinct No.)

XXX-XX-9835
(Last Four Digits – Social Security Number)

RETURN ORIGINAL (white) FORM TO:

LBJ School registration desk at end of conference.
Please retain the yellow copy for your records.

CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, **R. Jason Grant**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.003.

Certificate is issued effective this 27th day of March, 2013.



ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence. If you no longer possess and this open government training course, The Office of the Attorney General does not maintain a record of certificates, except the person and is unable to issue duplicate certificates. Government Code Section 551.003(e) requires the government official with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

#13

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER



STATE OF TEXAS
COUNTY OF NAVARRO

March, 2013

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

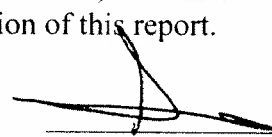
Whereas, Section 114.026 of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

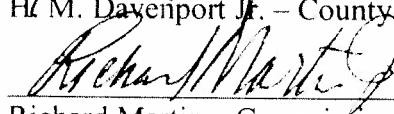
Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on April 22, 2013 which is attached hereto and has determined that the Treasurer's Report is correct.

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

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


H. M. Davenport Jr. - County Judge

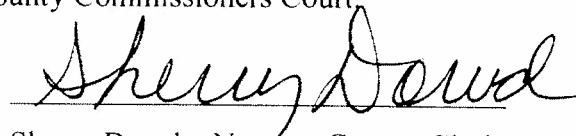

Jason Grant - Commissioner Pct. 1


Richard Martin - Commissioner Pct. 2


David Warren - Commissioner Pct 3


James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 22 Th day of April, 2013 by H. M. Davenport, Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court


Sherry Dowd - Navarro County Clerk



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NAVARRO COUNTY, TEXAS
REPORT OF CASH AND INVESTMENTS
FOR THE MONTH OF MARCH, 2013

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	8,739,889.03	2,733,752.93		1,682,436.18	9,791,205.78	5,973.80	823,461.51	94.72	10,614,667.29
COMMUNITY SUPERVISION	273,995.89	186,869.33		87,277.07	373,588.15	232.55	91,139.09	10.48	464,727.24
JUVENILE PROBATION	66,450.97	30,661.73		30,143.72	66,968.98	37.73	35,791.90	4.12	102,760.88
FLOOD CONTROL	759,544.39	24,706.19		66,304.00	717,946.58	480.75	2,116.59	0.31	720,063.17
ROAD & BRIDGE - PCT 1	560,306.05	134,519.90		73,709.44	621,116.51	391.74	87,412.69	10.05	708,529.20
ROAD & BRIDGE - PCT 2	584,291.15	138,408.50		128,231.59	594,468.06	-	175,520.68	20.19	769,988.74
ROAD & BRIDGE - PCT 3	507,165.19	135,370.52		131,507.37	511,028.34	391.74	119,687.99	13.77	630,716.33
ROAD & BRIDGE - PCT 4	657,273.14	134,439.97		56,181.74	735,531.37	391.74	30,978.80	3.56	766,510.17
H.I.D.T.A.	19,307.62	238,214.77		238,958.31	18,564.08	15.37	-	-	18,564.08
H.I.D.T.A. SEIZURE	255.41	0.16		-	255.57	0.16	1,665.29	0.31	1,920.86
DEBT SERVICE	31,935.87	54,314.62		750.00	85,500.49	34.53	2,138.71	0.31	87,639.20
CAPITAL PROJECTS	253,989.27	161.79		-	254,151.06	161.79	104,936.01	12.08	359,087.07
SHERIFF SEIZURE	156,365.04	1,224.31		1,691.26	155,898.09	99.41	148,012.93	17.03	303,911.02
DISTRICT ATTY FORF	23,223.60	66,104.79		46,237.80	43,090.59	50.79	110,085.73	12.65	153,176.32
HEALTH INSURANCE	13,295.75	208,600.43		3,865.33	218,030.85	43.71	11,722.91	1.38	229,753.76
ECONOMIC DEVELOPMENT	210.91	0.13		-	211.04	0.13	2,108.41	0.31	2,319.45
TRUST	1,524,194.86	68,273.79		60,735.51	1,531,733.14	1,014.81	256,961.55	29.57	1,788,694.69
LAKE TRUST	230.06	0.15		-	230.21	0.15	93,314.71	10.74	93,544.92
REVOLVING & CLEARING	900,869.44	1,750,930.21		2,376,058.85	275,740.80	641.23	750.02	-	276,490.82
PAYROLL FUND	5,784.49	904,728.07		904,691.47	5,821.09	36.60	-	-	5,821.09
DISBURSEMENT FUND	1,557.36	2,181,608.58		2,181,472.51	1,693.43	171.07	-	-	1,693.43
TOTAL	15,080,135.49	8,992,890.87		8,070,252.15	16,002,774.21	10,169.60	2,097,805.52	241.56	18,100,579.73

INTEREST EARNED:	CURRENT MONTH	YTD
	10,411.16	41,954.48

Frank Hull / Treasurer

Date

Jane McCollum / Chief Deputy Treasurer

Date

7/14 520
PROCLAMATION - NATIONAL CRIME VICTIMS' WEEK

- Whereas, 18.7 million Americans are directly harmed by crime each year, and each crime affects many more family members, friends, neighbors, and co-workers;
- Whereas, crime can leave a lasting physical, emotional, or financial impact on people of all ages and abilities, and of all economic, racial, and social backgrounds;
- Whereas, in addition to these challenges, crime victims face a criminal justice system that, at times, ignores their rights and treats them with disrespect;
- Whereas, in 1982, the President's Task Force on Victims of Crimes envisioned a national commitment to a more equitable and supportive response to victims;
- Whereas, the nation heeded this call to action and promoted victims' rights initiatives, effective and compassionate victim services, and just compensation and financial support;
- Whereas, today thousands of victim assistance programs provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes
- Whereas, the victim assistance community faces new challenges to reach and serve all victims, including victims of new crimes like cybercrime and terrorism and victims who have not always trusted the criminal justice system;
- Whereas, now is the time to embrace new solutions that involve new partnerships with underserved communities and a greater emphasis on learning what works in meeting victims' needs;
- Whereas, the U.S. Department of Justice, through the *Vision 21* initiative, calls for a renewed commitment to serving all victims of crime in the 21st century;

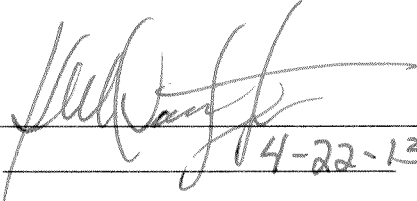
Whereas, National Crime Victims' Rights Week, April 21st-27nd, 2013 provides an opportunity to celebrate the energy, creativity, and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

Whereas, Navarro County District Attorney's Office is joining forces with victim service providers, criminal justice agencies, and concerned citizens throughout Texas and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week;

Now therefore, I, Judge H.M. Davenport, as presiding official of Navarro County Commissioners Court, do hereby proclaim the week of April 21st – 27th, 2013, as

National Crime Victims' Rights Week

and reaffirm this county's commitment to respect and enforce victims' rights and address their needs during National Crime Victims' Rights Week and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.



4-22-13

(Signature)

(Date)

#16 322

ITEM NO.

DATE: April 22, 2013

SUBJECT: Request for Tax Abatement - M Squared Oncology Leasing, LLC
(Project Name: Corsicana Cancer Center)

Comments:

M Squared Oncology Leasing, LLC plans to construct and maintain a Cancer treatment center in the City of Corsicana, County of Navarro. To this end, M Squared Oncology Leasing, LLC is submitting this tax abatement agreement for consideration and approval by the Navarro County Commissioners Court for the proposed total capital investment of two million eight hundred thousand and no/100 dollars (\$2,800,000) in taxable real property and personal property improvements.

More specifically the proposed capital improvements are planned to be one million three hundred thousand and no/100 (\$1,300,000) in Taxable Values for the real property improvements, and the one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property improvements.

In addition, M Squared Oncology Leasing, LLC projects twenty (20) full time jobs proposed to be created and maintained with the estimated annual staff salaries to be approximately \$1 million (\$1,000,000).

The term of the tax abatement agreement will be for five (5) years, and the level of tax abatement will be fifty percent (50%) per year during the five (5) year term of the agreement.

Recommendation:

Approve the tax abatement agreement with M Squared Oncology Leasing, LLC

JAV

RESOLUTION

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND M SQUARED ONCOLOGY LEASING, LLC FOR A COMMERCIAL TAX ABATEMENT, AND AUTHORIZING ITS EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Navarro has been presented a proposed tax abatement agreement between the County of Navarro, Texas and M Squared Oncology Leasing, LLC providing for a commercial tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

WHEREAS, upon full review and consideration of AGREEMENT and all matters attendant and related thereto, the Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro;

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

Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.

Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.

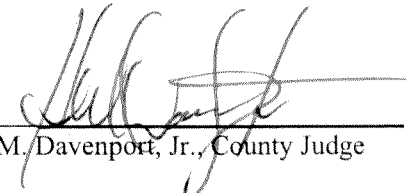
Section 3: That this approval and execution of the AGREEMENT on behalf of the County of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4: This Resolution shall become effective from and after its passage.

PASSED and APPROVED on this the 22nd day of April, 2013.

ATTEST:


Sherry Dowd, County Clerk


H. M. Davenport, Jr., County Judge



STATE OF TEXAS §

COUNTY OF NAVARRO §

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between the County of Navarro County, Texas (the "COUNTY"); and M Squared Oncology Leasing, LLC (the "OWNER"), acting by and through the authorized representatives.

WITNESSETH:

WHEREAS, on the 16th day of April 2013, the City Council of the City of Corsicana (the "CITY") passed an ordinance (the "Ordinance") establishing a Reinvestment Zone (the "Reinvestment Zone") in the CITY for commercial/industrial tax abatement as authorized by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has previously adopted a Tax Abatement Policy (the "Tax Abatement Policy"); and

WHEREAS, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY as required by Chapter 312, Texas Tax Code; and

WHEREAS, the COUNTY has adopted a Resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, it is in the best interests of the taxpayers for the COUNTY to enter into this Agreement in accordance with the Ordinance, the Tax Abatement Policy, and the Texas Tax Code; and

WHEREAS, OWNER owns the real property described by metes and bounds and by map on Exhibit "B" attached hereto and incorporated herein by reference (the "Property") and intends to make certain Improvements (as defined below) to the Property;

WHEREAS, the contemplated use of the Property, the contemplated Improvements to the Property in the amount as set forth in this Agreement, and the other terms hereof are consistent with encouraging development of the Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Tax Abatement Policy;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

290

I. DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

1.1 “Estimated Tax Value” means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below. For reference purposes, the Estimated Tax Values scheduled on are determined using the Navarro Central Appraisal District’s appraisal guidelines in effect as of the date of this Agreement.

1.2 “Event of Bankruptcy or Insolvency” means the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of a party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

1.3 “Force Majeure” means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes.

1.4 “In Service Project Cost” means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER.

1.5 “Tangible Personal Property” means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.

1.6 “Taxable Value” means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

Other terms defined elsewhere in this Agreement shall have the meanings therein ascribed to those terms.

II. OWNER’S OBLIGATIONS

2.1 The property to be the subject of this Agreement shall be the Property described herein above.

2.2. For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property and personal property acquisitions as specifically described in Exhibit “A” attached hereto and incorporated herein by reference (collectively the “Improvements”) having a total In Service

Project Cost of at least two million eight hundred thousand and no/100 dollars (\$2,800,000), more specifically defined as follows: (1) a minimum In Service Project Cost of one million three hundred thousand and no/100 dollars (\$1,300,000) in real property improvements; and (2) a minimum In Service Project Cost of one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property improvements to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2014, OWNER shall substantially complete all Improvements. On or before January 1, 2014, OWNER shall create and fill a minimum of twenty (20) new, full-time jobs at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the COUNTY.

2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a Cancer treatment center from the date a Certificate of Occupancy is issued until expiration of the Term of this Agreement.

2.4 OWNER further agrees that the COUNTY, its agents and employees, shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days' prior written notice, to ensure that it is thereafter maintained, operated, and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days' prior written notice, for the purpose of ad valorem property tax appraisal for all real property, improvements to real property, tangible personal property, inventory and equipment.

2.5 OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note this provision is required by Section 8.02(j) of the COUNTY's Tax Abatement Policy]

III. ABATEMENT OF TAXES

3.1. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property and a portion of taxes for Tangible Personal Property in place at the Property on January 1st of each year that are otherwise owed to the COUNTY shall be abated. Said ad valorem real property tax abatement shall be for a five (5) year term and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a five (5) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property added, after installation of the Tangible Personal Property improvements contemplated by Paragraph 2.2; all subject to and in accordance with the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The fifty percent (50%) level of tax abatement for the Tangible Personal Property and the fifty percent (50%) level of tax abatement for the real property improvements during the foregoing five (5) year term shall be as described below in "Table 3.1, Tax Abatement Schedule."

TABLE 3.1 TAX ABATEMENT SCHEDULE FOR REAL PROPERTY IMPROVEMENTS AND TANGIBLE PERSONAL PROPERTY ADDED	
YEAR OF ABATEMENT	LEVEL (%) OF TAX ABATEMENT
1	50%
2	50%
3	50%
4	50%
5	50%

Notwithstanding the forgoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

3.2 Said abatement(s) shall extend for a period of five (5) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2014, and shall remain in effect during the Term of this Agreement as long as the OWNER (a) incurs the minimum In Service Project Cost of at least two million eight hundred thousand and no/100 dollars (\$2,800,000) for the Investment as contemplated under Paragraph 2.2; (b) maintains minimum one million three hundred thousand and no/100 (\$1,300,000) Taxable Values for the real property improvements and the minimum one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property improvements comprising the Investment each year during the Term of this Agreement; (c) creates and maintains a minimum of twenty (20), full time jobs at the Property; and (d) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.

3.3 It is understood and agreed among the parties that the Property and the Tangible Personal Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2014, and continued at market value until the expiration of the Term of this Agreement.

IV. TERM OF THE AGREEMENT

4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.

4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the COUNTY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least two million eight hundred thousand and no/100 dollars (\$2,800,000) for Investment, as contemplated under Paragraph 2.2 and for which an abatement has been granted, or the Improvements otherwise are not completed in accordance with this Agreement; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property improvements of at least one million three hundred thousand and no/100 dollars (\$1,300,000) and the Tangible Personal Property Improvements comprising the Investment at least one million five hundred thousand and no/100 dollars (\$1,500,000) in Tangible Personal Property improvements to be added; (c) OWNER fails to create and maintain throughout the Term of this Agreement a minimum of at least twenty (20) full time jobs at the Property; (d) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (e) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (f) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.

5.2 In the event of default, COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall pay to the COUNTY as liquidated damages all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

5.3 It is expressly acknowledged and agreed between the parties that the COUNTY shall have the right to place a tax lien against the Property pursuant to Section 32.01 of the Texas Tax Code. Such lien shall secure the payment of all taxes abated and subject to recapture under this Agreement, together with all other amounts payable hereunder. Any such lien may be fully enforced pursuant to the provisions of the Texas Tax Code. Also, to collect any amounts payable hereunder, the COUNTY shall have all other remedies provided generally in the Tax Code for the collection of delinquent property tax.

VI. GENERAL PROVISIONS

6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the Commissioners Court approving, or having responsibility for the approval of, this Agreement.

6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.

6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.

6.4 Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY by notice to:
County of Navarro, Texas
Attention: County Judge
Navarro County Courthouse
300 West Third Avenue, Suite 102
Corsicana, Texas 75110

For OWNER by notice to:
M Squared Oncology Leasing, LLC
420 Kirby Boulevard
Taylor Lake Village, Texas 77586
Attn: _____

Any party may change the address to which notices are to be sent by giving the other party written notice in the manner provided in this Section.

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.

6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to or arising out of this Agreement shall lie in Navarro County, Texas.

6.8 In this Agreement, time is of the essence.

6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.10 This Agreement was authorized by resolution of the COUNTY Commissioners Court at its regularly scheduled meeting on the 22nd day of April, 2013, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.

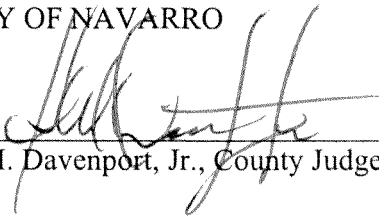
6.11 This Agreement was entered into by M Squared Oncology Leasing, LLC pursuant to authority granted by its Board of Directors/Members/Owner on the _____ day of _____, 2013.

6.12 This Agreement shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

WITNESS our hands as of the 22nd day of April, 2013.

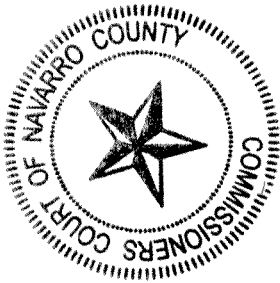
APPROVED:

COUNTY OF NAVARRO

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

ATTEST:


Sherry Dowd, County Clerk



M SQUARED ONCOLOGY LEASING, LLC

By: _____
Name: _____
Title: _____



M Squared

332
M Squared Oncology Leasing, LLC
420 Kirby Boulevard
Taylor Lake Village, TX 77586
281-216-2796 fax 281-326-1933

February 12, 2013

Honorable Mayor Chuck McClanahan and City Council Members,

Thank you for considering our request for tax abatement for our proposed Cancer treatment center. We expect that our Cancer treatment center will provide your constituents with a much needed service, create highly paid jobs and contribute to the growth of your community. We believe that a quarter of our employees annual salaries will be between \$70,000 - \$400,000.

Over four years ago, one of our partners was told by Mr. Acker about the absence of facilities within an hour drive and we hope that we can finally provide those services locally within the next year. We understand how difficult it is to travel daily for treatments when you are not well.

Our building will cost us approximately \$ 1,300,000. The linear accelerator, CAT scanner, treatment planning computer and other equipment will cost \$1,200,000 - \$1,500,000 and our annual staff salaries will be close to \$1,000,000. It is not likely that we will make a profit for a few years as medical insurance can take six months to reimburse providers and we must build up referrals from local physicians.

Our goal is to provide your community with a quality treatment facility and we do not want to have to consider lesser equipment or minimize staff hours or staff qualifications. It is our belief that if we provide the investment required to make certain that our facility is exceptional then it will be successful. The success of this facility will ensure the development of the remaining three lots in the Corsicana Medical Plaza. Our facility is the anchor for the Plaza's future development plans.

We respectfully request that you consider abating our taxes until we have had a net profit for a minimum of five years. We hope and fully expect that we can achieve this by our fifth year in business.

Michael O'Neill
281-216-2796

Michael Rommel
443-614-7703

2013 APPLICATION FOR TAX ABATEMENT

Instructions:

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

1. Date 02/11/2013

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

Please print or type:

M Squared Oncology Leasing, LLC
420 Kirby boulevard
Taylor Lake Village, TX 77586

2a. Have you received a previous tax abatement from the City of Corsicana? (YES/ NO)

No

2b. If yes, when?

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

20

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

0.43

4a. Plat of property and Development or Site Plan attached? -----
(Official Property Survey with metas and bounds required)

Yes (YES/ NO)

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

\$ 120,000

6. Estimated value of real property improvements -----
(A minimum \$1,000,000.00 investment required, unless otherwise approved by City Council)

\$1,300,000

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

\$ 0

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

\$ 0

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

\$ 0

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

\$ 1,500,000

11. Total estimated value of new taxable investment to be made (total of items # 6, 8 & 10)

\$ 2,920,000

12. Description of real property improvements to be made:

5600 sq. ft. Medical building for treating cancer with radiation and chemotherapy.

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

Water:	<u>Owner extended main water.</u>
Wastewater:	<u>Owner extended main sewer</u>
Railways:	<u>N/A</u>
Natural Gas:	<u>N/A</u>
Electricity:	<u>Owner will extend electric</u>

13. One Year Development Schedule for all improvements.

1st Quarter:	<u>Begin construction</u>
2nd Quarter:	<u>Complete construction</u>
3rd Quarter:	<u>Install equipment</u>
4th Quarter:	<u>Open for business</u>

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

The City of Corsicana Economic Development Department
200 North 12th Street, Corsicana, Texas 75110

2013 APPLICATION FOR TAX ABATEMENT (Page 2)

14. Expected impact on the Corsicana Independent School District.

5-10 new students

15. Expected benefit to the local economy.

Bringing highly paid professional workers and convenient cancer treatments to the community

16. Estimated annual payroll of new employees.

\$1,000,000

17. Description of product to be manufactured or distributed.

Cancer treatments for citizens of Corsicana and Navarro County

18. Expected productive life of all real property improvements.

100+ years

19. Identification and quantity of all Pollutants and Emissions:

TYPE	QUANTITY
AIR:	None
NOISE:	None
SOLID WASTE:	None
WASTEWATER:	None

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

N/A

21. Project in compliance with relevant zoning requirements.

Yes

22. Reasonable proof of financial ability.

C N B&T

23. References from past communities, if applicable.

N/A

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

sign
here >

Phone: 281-216-2796

Date: 2/12/2013

Submitted By (Please Print)

Name: Michael O'Neill

Title: General Manager

Date: 2/12/2013

Received by the City of Corsicana

Name:

Title:

Date:

For assistance in completing this form call the City of Corsicana, Texas - 903.654.4806. An Equal Opportunity Employer.

The City of Corsicana Economic Development Department

200 North 12th Street, Corsicana, Texas 75110



#18

Tenant's name: NAVARRO COUNTY Space number(s): 336
Date form filled in: 4/22/13**SELF-SERVICE STORAGE
RENTAL AGREEMENT**

Contract #: _____

(Use for all self-service storage, including outdoor storage)

TENANT INFORMATION. Tenant is [check one]: ☐ the individual signing this Agreement, or ☐ a business. [Please print all information below.]Tenant's last name (or name of business if Tenant is a business) TACKETT (NAVARRO COUNTY D.C.) First name JOSHUA Middle initial B. Date of birth 3/9/87Tenant's mailing address for notices (P. O. Box or street address with apt. number, city, state, and ZIP code) P.O. BOX 1439 CORSICANA, TX 75151 Employer's name NAVARRO COUNTY

The above address or Tenant's email address provided below will be used for all notices to Tenant unless Tenant gives written notice of change to Lessor.

Tenant's Soc. Sec. # (or Tax ID# if Tenant is a business) _____ Tenant's home phone (903) 654-3040 Tenant's work phone _____ Tenant's cell phone _____List person(s) with same access rights as Tenant. Lessor, at Lessor's option, may tell them Tenant's access code, space no., account status, and assist with lock cutting.
Jill GROUNDS, KATHY COX, KATHY PORTER
ELMER TANNER - 911-SHERIFF

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, child over 18 or estate executor to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any such persons at any time.

TENANT INFORMATION. Tenant ☐ is or ☐ is not [check one] in the military. What branch? _____ If in the military, Tenant is at the time of signing his Agreement [check one or both if applicable] ☐ in the reserves, National Guard, or Texas State Guard or ☐ on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, email, phone number, or any other information provided by Tenant. A change of mailing or email address will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor's address stated herein in WRITING and SIGNED and DATED by Tenant and actually RECEIVED by Lessor. See also paragraph 33.**TENANT'S SPACE.** Space number(s): _____ Aprox. size(s) (exact dimensions may vary): _____

Minimum lease term: _____ month(s) Tenant's facility access code (if any): _____ Other codes (if any): _____

DOLLARS AND DATES. Tenant's security deposit is \$ _____. Tenant's right to occupy the space begins: _____, and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (c), (d), (g), (h), (i), (j), (m) and (o) are "per space."

Rent _____ \$ _____ per month (f) Charge for returned mail (not providing address change) _____ \$ _____ (k) Charge for sending statutory notice of claim for unpaid sums _____ \$ _____

Monthly rental due date _____ of month (g) Charge for locking space when unlocked or improperly locked _____ \$ _____ (l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs) _____ \$ _____

Initial late charge if rent not received _____ \$ _____ (h) Charge per day if Tenant fails to lock after 7-day notice _____ \$ _____ (m) Charge for conducting foreclosure sale at public auction for nonpayment _____ \$ _____

by _____ days after due date _____ \$ _____ (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32 _____ \$ _____ (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs) _____ \$ _____

Subsequent late charge if rent not received _____ \$ _____ (j) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 32(f) _____ \$ _____ (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate—paragraphs 10, 37, and 38(c) _____ \$ _____

by _____ days after due date _____ \$ _____

Returned payment charge (including bank charges, mail costs, time and overhead) _____ \$ _____

PAYMENTS AND NOTICES. Payments ☐ may or ☐ may not [check one] be made in cash. Payments ☐ may or ☐ may not [check one] be made by credit card. Payments may be by money order, travelers check, or certified or cashiers check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, faxed, or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. **NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS.****SPECIAL PROVISIONS.** No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form).**COPIES AND ATTACHMENTS.** Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Vehicle/trailer addendum (form) | <input type="checkbox"/> Supplemental rules, dated _____ | <input type="checkbox"/> Form for change of Tenant contact information |
| <input checked="" type="checkbox"/> Boat addendum (form) | <input type="checkbox"/> Insurance application (Tenant option) | <input type="checkbox"/> Spanish copy of lease (informational only) |
| <input checked="" type="checkbox"/> Other addendum, dated _____ | <input type="checkbox"/> Move-out notice (form) | <input type="checkbox"/> Other _____ |

TENANT**LESSOR**

Signature of Tenant or Tenant's authorized agent (and title, if any)

Signature of Lessor's Agent

Printed name of individual signing

Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) and email address (if any) are also shown below:

Driver's license of individual signing _____ State _____ Expiration date _____

Her ID if no drivers license _____ Vehicle license: state and number _____

Date of signature _____ Email address _____

801 N 13th St
Corsicana, TX 75110**NOTICE TO TENANT AND RELEASE**

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge date(s) in paragraph 4 will result in late charges. Payment in cash, money order, or personal or company

CALCULATION OF INITIAL PAYMENT

1. Current month's rent _____ \$ _____

#20

337

O'BRIEN ENERGY COMPANY

April 19, 2013

Mr. Dick Martin
Navarro County Commissioner - Precinct 2
300 W. 3rd Ave., Suite 14
Corsicana, TX 75110

VIA: Fedex Trk # 7995 6628 1593

RE: Usage of County Road 3100
O'Benco, Inc.
Bonner Well No. 1H
Navarro County, TX

Dear Mr. Martin:

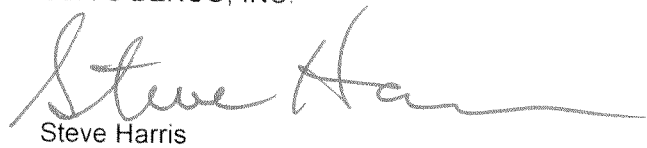
Enclosed please find our Bond Nbr. LPM 9096034 for proposed use of approximately 0.9 miles of CR 3100 in Navarro County for the purpose of drilling, completion & production operations for the referenced well. We understand that the Navarro County bond requirement is \$75,000 per mile. We have placed a full \$75,000 bond on the 0.9 miles of CR 3100.

We are also including a Road Exhibit showing the section we intend to use.

As an operator in good standing with the Railroad Commission of Texas since 1999 (Operator 617512), we respectfully request use approval by the Commissioner Court for our use of this county road.

Please feel free to contact either Steve Harris, Garrett Kimbell, or Barbara Bowman at 318-865-8568 should you have any questions, or need additional information.

O'BRIEN ENERGY COMPANY
DBA O'BENCO, INC.



Steve Harris
Vice President of Production & Operations

CSH/beb
Enclosures

TELEPHONE: 318-865-8568
MAILING ADDRESS: P. O. BOX 6149, SHREVEPORT, LOUISIANA 71136-6149
STREET ADDRESS: 425 ASHLEY RIDGE BOULEVARD, SUITE 300, SHREVEPORT, LOUISIANA 71106

License and/or Permit Continuous Bond

Bond No. LPM 9096034

KNOW ALL MEN BY THESE PRESENTS:

That we,

O'BENCO, Inc.

as Principal, and Fidelity and Deposit Company of Maryland, incorporated under the laws of the State of Maryland, with principal office in 1400 American Ln., Tower I, 18th Floor, Schaumburg, IL 60196 as Surety, are held and firmly bound unto Navarro County Commission, 300 W. 3rd Street, Corsicana, TX 75110 as Obligee, in the penal sum of Seventy Five Thousand and No/100 Dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for use of Navarro County Roads; and the term of said license or permit is continuous, beginning the 18th day of April, 2013.

WHEREAS, the Principal is required by law to file with Navarro County Commission, 300 W. 3rd Street, Corsicana, TX 75110

a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond maybe cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 18th day of April, 2013

O'BENCO, Inc.

Gary H. Love, V.P. & General Counsel *Principal*

By

Fidelity and Deposit Company of Maryland

By

Sally B. Ryland

, Attorney-in-Fact

LPM90005ZZ0801F

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **George D. NELSON, JR, Pamela G. PATTON, Jeffrey D. PITTS, Ronald BENNETT, Iris R. RICKS, Michael D. BELANGER and Sally B. RYLAND, all of Shreveport, Louisiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 3rd day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

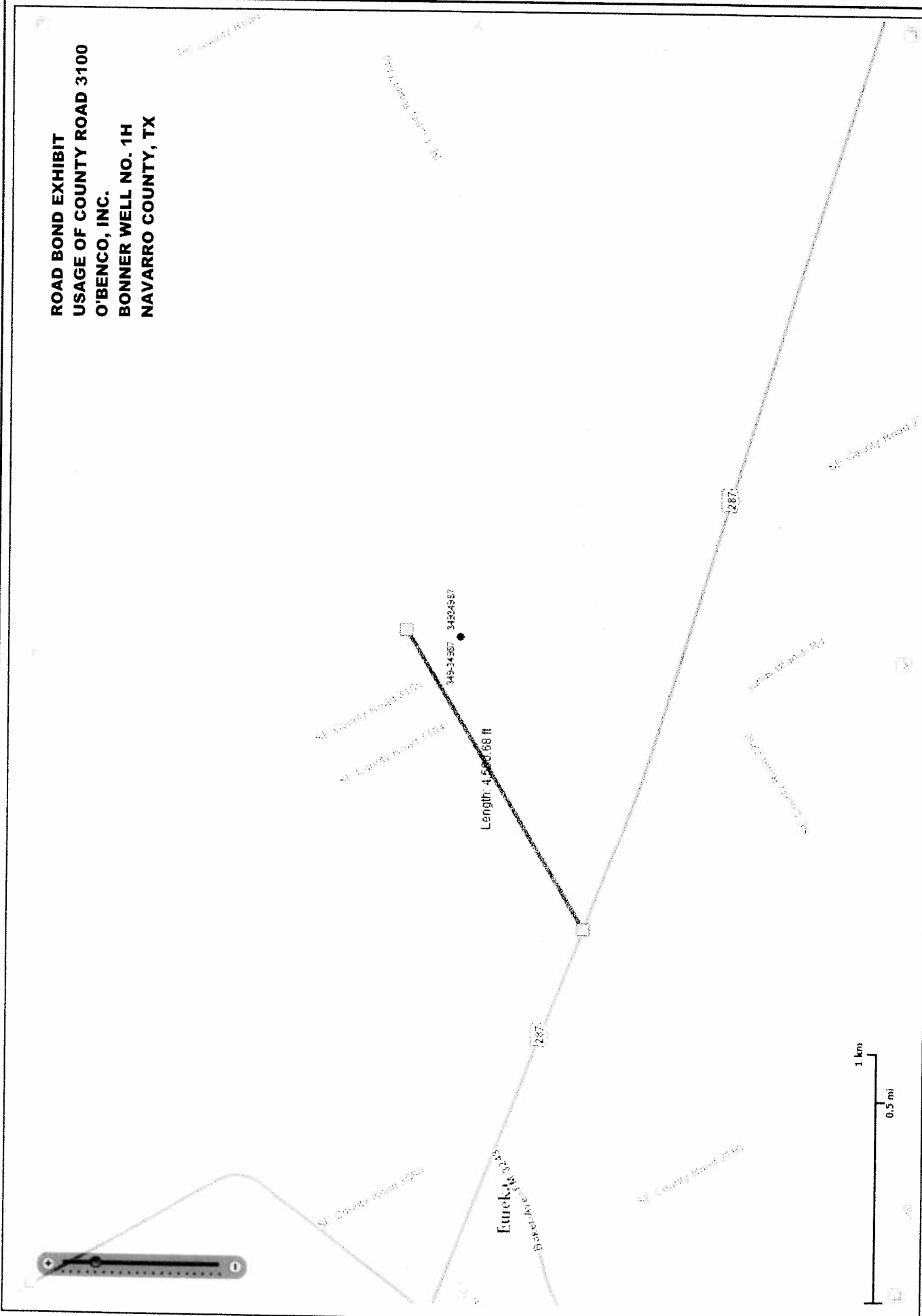
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of April, 2013.



James M. Carroll

James M. Carroll, Vice President

ROAD BOND EXHIBIT
USAGE OF COUNTY ROAD 3100
O'BENCO, INC.
BONNER WELL NO. 1H
NAVARRO COUNTY, TX



County Road 3100

4,560.68 Feet

Map generated on Thu Apr 18 2013 11:41:39 AM.

Prepared by OGMapper.com
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