

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 24th day of March, 2014 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana, Texas. Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Warren sec by Comm. Grant
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Public Comments – Frank Haugh- Crimestoppers **TO WIT PG 210**

Consent Items

Motion to approve consent agenda items 5-7 by Comm. Martin sec by Comm. Warren
Carried unanimously

5. Motion to approve minutes from the previous meetings of March 10th, 2014
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 3/15/2014)
7. Motion to approve adjustment to move funds from various inmate medical line items to Inmate Medical Contract (101-512-460) **TO WIT PG 211**

Action Items

8. No action taken burn ban remains off
9. Motion to approve County Treasurer and Chief Deputy to attend the County Treasurer Continuing Education Seminar April 21- April 24 in accordance with LGC 130.908 by Comm. Warren sec by Comm. Grant
Carried unanimously
10. Motion to approve changes to Contract for Ambulance Services between The City of Corsicana, Texas and Navarro County, Texas with specific changes to requested date of August 15 and subject to agreement when our legal counsel Lowell Thompson has reviewed changes to Section Six by Comm. Martin sec by Comm. Grant
TO WIT PG 212
Carried unanimously

11. Motion to approve Application for Reinvestment Tax Credits by Comm. Martin
sec by Comm. Warren **TO WIT PG 222-225**
Carried unanimously
12. Motion to approve Resolutions and Applications for Historic Downtown District
Tax Freezes for Carolyn McCombs 215 East 5th Avenue, Christina Sanders 201
Beaton Street, James Hale 125 North Beaton Street, John Yates 216 North Beaton
Street, and The Jack Guest Trust 104 South Beaton Street, Corsicana, TX
by Comm. Grant sec by Comm. Martin **TO WIT PG 226-276**
Carried unanimously
13. Motion to approve a work order System for Information Technology Department,
Tommy Pryor by Comm. Grant sec by Comm. Martin **TO WIT PG 277**
Carried unanimously
14. Motion to approve Neyland Bridge Company to upgrade bridge on SWCR 4120
near Dawson, Pct. 3 by Comm. Warren sec by Comm. Grant
Carried unanimously
15. Motion to approve County Auditor's December 2013 monthly financial report
pursuant to LGC Sec 114.024 by Comm. Martin sec by Comm. Olsen
Carried unanimously **TO WIT PG 278-282**
16. Motion to approve County Auditor's quarterly investment report for the quarter
ending December 31, 2013 pursuant to TX GC Sec. 2256.023 by Comm. Olsen
sec by Comm. Grant **TO WIT PG 283**
Carried unanimously
17. Motion to approve HIDTA 2014 SF-424 Application for Grant #G14NT0001A by
Comm. Grant sec by Comm. Martin **TO WIT PG 284-300**
Carried unanimously
18. Motion to approve Grant Agreement and Grant Conditions for 2014 HIDTA
Grant Award #G14NT0001A in the amount of \$2,554,274 by Comm. Martin sec
by Comm. Grant **TO WIT PG 301-321**
Carried unanimously
19. Motion to recess until 1:00 P.M. by Comm. Grant sec by Comm. Martin
Carried unanimously

Motion to come out of recess by Comm. Warren sec by Comm. Grant
Carried unanimously

20. Workshop with the City of Corsicana to discuss shared services in the Basement Conference Room Navarro County Courthouse

City Agenda to discuss contributions for shared services, to include:
Economic Development
Library
Animal Shelter
Housing of City Prisoners
Fire and Fire Investigation Services
Transport of Mental and Juvenile Detainees
EMS/Ambulance Service

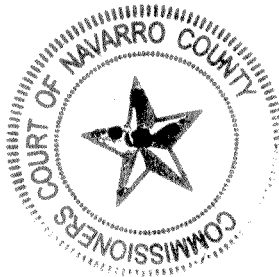
TO WIT PG 320-325

21. 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 MARCH 24TH, 2014.

SIGNED 24TH DAY OF MARCH 2014.


SHERRY DOWD, COUNTY CLERK



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NAVARRO COUNTY COMMISSIONERS COURT
PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date 3-24-14

NAME	SUBJECT
1. <u>Frank Hough</u>	<u>Crimestoppers</u>
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT

DATE 3-24-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By Sherry Dowd



#1

Jail Medical Budget Adjustment

Acct #	Description	Increase	Decrease
101-512-103	Deputies & Assistants		91,500
101-512-115	Incentive		1,470
101-512-116	Uniform Allowance		1,400
101-512-201	Social Security (FICA)		5,600
101-512-202	Medicare		1,300
101-512-203	Retirement		9,700
101-512-204	Health Insurance		19,000
101-512-205	Unemployment		100
101-512-206	Workers' Compensation		550
101-512-460	Inmate Medical Contract	187,620	
101-512-470	Inmate Prescription		9,000
101-512-471	Inmate Physician Services		30,000
101-512-472	Inmate Hospital		5,000
101-512-474	Inmate Medical Supplies/Other		13,000
		187,620	187,620

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd



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212

*new Contract
to be submitted
with changes
3-24-14*

Contract for Ambulance Services

Between

The City of Corsicana, Texas

And

Navarro County, Texas

This Contract and Agreement entered into this _____ day of _____ by and between the City of Corsicana, Texas, (hereinafter referred to as CITY) and Navarro County, Texas (hereinafter referred to as COUNTY). The City of Corsicana and Navarro County are collectively referred to as the "Parties."

NOW, THEREFORE, for and in consideration of the premises and agreements herein contained and other good and valuable consideration, including the award of exclusive market rights (as defined within the "Definitions" section of this Contract) within the boundaries or areas wherein said COUNTY is legally entitled to make such award, the receipt and adequacy of which are hereby forever acknowledged and confessed, the Parties agree as follows:

Section I. Definitions

The following definitions shall apply to terms as used throughout this Contract, and the incorporated attachments listed in **Section XIV**, hereof, "Incorporation of Attachments."

Administrator means the representative of the COUNTY or designee.

Agreement means this Contract.

ALS means Advanced Life Support, which is a term used in the State of Texas to define the nature and extent of the equipment, vehicles, and supplies provided and the training and skills of some or all of the personnel assigned to the service unit.

Ambulance Patient means any person being transported to or from a health care facility or other location providing medical attention or invalid care in a reclining position from any point within the boundaries or area controlled by the JURISDICTION.

Ambulance Service Contractor means the City of Corsicana.

ANI/ALI means Automatic Number Identifier/Automatic Location Identifier which aids in identification of incoming calls.

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT

DATE _____

SHERRY DOWD

County Clerk

Navarro County, Texas

By _____



Contract Service Area means the area encompassing the entire geographic area within the boundary of COUNTY and over which COUNTY is legally empowered to exercise franchise powers and local government authority, and may include areas of other participating jurisdictions which may choose to Contract with the COUNTY pursuant to a contract incorporating clinical standards and financial provisions consistent with those contained in this Contract and the *System Standard of Care* set forth within this Contract for service within County.

EMS is an acronym for Emergency Medical Service or Services.

EMS System means that network of individuals, organizations, facilities and equipment, including but not limited to the CITY, whose combined participation is required to generate a clinically-appropriate, preplanned system-wide response to each request for pre-hospital care, emergency medical and transport services, invalid coach transportation, patient transfers, event and other stand-bys, and/or interfacility transport, so as to provide each patient a reasonable chance of survival without disability, and to also provide all residents reasonably convenient and accessible availability of non-emergency ambulance transportation.

Exclusive as applied and used regarding the provision of services within a local government jurisdiction in the State of Texas means certain rights, responsibilities, and duties granted to one or more providers of public services of a type which the local government might otherwise choose to provide by its own action or effort, but which is found and determined by the local governing body to better and more conveniently meet the needs of the public's necessity and convenience by provision through contractual or franchise agreements with appropriate regulations provided as to pricing, rates, level of service, and/or use of public facilities and infrastructure. Exclusive rights granted within this Contract means rights offered and regulated requiring the use of public facilities and infrastructure upon the determination by the local governing body that said service will be sufficient and most convenient to meet the total or comprehensive needs and necessities for the subject services within one or more geographic areas under the Jurisdiction of the local governing body and for which no finding of convenience or necessity can be made or perfected which might justify additional and reliable alternative providers of the same or similar service within the designated area of the Jurisdiction.

Extraordinary Adjustment means a change of the (schedule of price options), which is not a ~~schedules-scheduled~~ cost of living adjustment, but is instead an adjustment justified on the basis of either an increase in the system standard of care to maintain ongoing compliance with the terms and conditions of this Contract or an increase in cost which is industry-wide and which is the result of causes beyond they CITY'S reasonable control.

1st Response, 1st Responder, 1st Response Organization refers to that service and those units (e.g., fire department, emergency rescue, non-paramedic mutual aid, or other similar 1st responders) which provide initial stabilization and trained assistance on-scene and, when required, en route to medical facilities, as well as certain extrication and

rescue services. In accordance with Priority Dispatch Protocols, a 1st response unit may be sent to all presumptively classified life-threatening calls within the CITY'S service area or the Contract Service Area.

Fractal Distributions as applied to EMS response times means responses reported using both minutes and fractions of a minute expressed in seconds without rounding or dropping seconds.

Medical Director means that Medical Director selected by the CITY'S Fire Chief who shall also be a Board Certified emergency physician.

Mutual Aid means the ambulance service or emergency response provided within the Contract Service Area by neighboring providers other than the CITY at the request of the CITY, pursuant to an agreement governing the exchange of service assistance when requested.

Participating Jurisdiction means any political subdivision or municipality within COUNTY, which enters into an Ambulance or Emergency Medical Service Contract with the CITY, whether independently or as a party to a multi-jurisdictional contract or interlocal agreement, when said contract with the CITY incorporates clinical standards and financial provisions consistent with the *System Standard of Care* set forth in this Contract.

PSAP means Public Safety Answering Point and is a service and location of the 911 system provided for all of COUNTY by the CITY as an exclusive, centralized, and County-wide emergency 911 response system.

System Standard of Care means the combined compilation of all priority dispatching protocols, pre-arrival instruction protocols, protocols for selecting designated hospital, standards for certification of pre-hospital care personnel, as well as standards governing requirements for onboard medical equipment and supplies, and licensure of ambulance services and 1st responder agencies.

Section II. Contract Overview

The objectives of this Ambulance (EMS) Service Contract include but are not limited to the following:

- A. To ensure, with the necessity of a public subsidy, continuous availability of clinically supervised and financially stable ambulance services throughout the COUNTY, which service shall, in addition to all other requirements specified herein, meet the following criteria:
 - 1. All 911 and 10-digit callers shall have direct referred contact with COUNTY dispatch center personnel;


2. Generate an ambulance response to every request for service, 911 or otherwise;
3. Provide ambulance transportation service to patients requesting transport to or from a medical facility, hospital, or similar care giving location within the COUNTY or from or to such facilities located outside the COUNTY and generally approved as to types of points of destination or origination within limitations set forth within the *System Standard of Care*, without regard to ability to pay, without resorting to hand-offs of patients to less capable crews, and without requesting or accepting payment at the time of services.
- B. To provide incentives for cost containment and performance in excess of the Contract requirements.
- C. To ensure a safe and orderly transition of providers of EMS services in the event the CITY ceases to provide that service for any reason.
- D. To serve as a model agreement for adaptation, separate approval, or multi-jurisdictional adoption by Participating Jurisdictions.

Section III. Overview of Roles and Responsibilities

The County shall recognize the Medical Director as defined in **Section I** of this Contract and empower that Medical Director to establish and periodically update the patient standard of care protocols, which govern system performance under both contract and regulation.

The CITY serves as the exclusive (as defined within the **Definitions** section of this contract) Ambulance and EMS service contractor for COUNTY.

Term. The initial term of this Contract shall be for one year, ~~beginning-began~~ on October 1st, 2002. The Contract shall automatically renew unless written notice of intent to terminate the contract is received on or before ~~March 31st~~ August 1st of the year the contract is to be terminated. The contract will remain in force ~~until September 30th~~ for six (6) months following notification of termination.



Section IV. Mutual Responsibilities and Understandings

- A. **Business Volume not Guaranteed.** COUNTY makes no representations, estimates, or predictions regarding the frequency of emergency medical requests which may originate within COUNTY or Participating Jurisdictions during the term of this Contract, or the percentage of such requests which may

result in patient transport, or the volume of non-emergency ambulance requests which the CITY may receive.

- B. **Professional Conduct/Courteous Service.** CITY ambulance personnel, control center personnel, patient account managers, middle managers, and top executives shall conduct themselves in a professional and courteous manner at all times. The CITY shall address and correct any departure from this standard of conduct.
- C. **Use Own Expertise and Judgment.** The CITY shall be entitled to use its own reasonable judgment in deciding how to carry out its obligations under the Agreement, including the methods to be employed to achieve and maintain the levels of performance required by this Agreement. Such "methods" include compensation programs, shift schedules, personnel policies, supervisory structures, vehicle deployment techniques, and other internal matters which, taken together, comprise the CITY'S own strategies and tactics for performance under the terms of this Contract. By allowing the CITY to select, employ and change its production methods and levels of effort without COUNTY'S attempt to establish methodologies for the prosecution of the CITY'S work and by refraining from dictating specific levels of effort, COUNTY intends to allow the CITY to promote innovation, efficiency and superior levels of performance while placing upon the CITY the responsibility of developing and maintaining the means by which it will maintain compliance with its obligations under the terms and conditions of this Contract. The Parties hereto agree that the COUNTY does not and shall not have the ability or responsibility to exercise control over the CITY'S employees as they perform the CITY'S obligations and duties under this Agreement.
- D. **Limits of Exclusivity.** The CITY is hereby awarded exclusive rights and responsibilities (as defined within the "Definitions" section of this Contract) while this contract is in affect for the provision of all ambulance services, including emergency medical transportation, pre-hospital medical care, invalid coach service, patient transfers between medical and care giving destinations, and/or special events coverage and stand bys, originating within the area controlled by COUNTY, regardless of the manner in which the request for service is conveyed.

Section V. Scope and Quality of Services

- A. **Clinical Standards and Quality Improvement.** The standard of clinical quality, as well as any clinical upgrade schedules to occur shall constitute contractually binding performance requirements under this contract.

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- B. Response Time Reliability.** The response time requirements set forth in this Contract shall constitute binding performance requirements. In this regard the following definitions and protocols shall be employed for purposes of response time measurement, compliance and reporting.
1. **Definition.** Response time is herein defined as the elapsed time between the moment a request for ambulance service is received at the CITY Fire Department (i.e., the moment location and, when available a call back number, is determined, either by voice, by ANI/ALI 911 data transmission, or by public safety radio transmission) and the moment a first arriving fully equipped and staffed CITY Fire Department unit, Mutual-Aid unit, or a capable support medical helicopter arrives at the scene; provided that in order to "stop the clock", such first arriving unit be operated by the CITY or by an approved mutual-aid unit. For scheduled patient transfers, "time call received" shall be the agreed upon appointment time for patient pick-up. For unscheduled patient transfers (requesting response with less than 24 hour notice), the requested appointment time as negotiated by the CITY and the requesting party shall be used as "time call received."
 2. **Use of Mutual Aid Providers** Subject to a finding of the Medical Director that the clinical quality of care provided by a proposed mutual aid provider, or medically capable helicopter transport is deemed substantially equivalent to the quality of care required under this contract, such units operated by mutual aid providers responding at the CITY'S request to locations within the area controlled by the COUNTY which is party to this Contract shall be deemed to "stop the Clock" on behalf of the CITY.
 3. **Methods of Measurement.** Response time standards shall be established and response time performance shall be measured in terms of "fractal distributions" – not average response time measurements.
 4. **Call Classification.** For purposes of response time measurement, the applicable standard shall be based on each request's presumptive run code classification to be included as protocols approved by the Medical Director.
 5. **Response Times.** Response times are a combination of dispatch operations and field operations. The Parties agree that the CITY shall have discretion to decide the methods of providing 911 EMS Services under this Agreement.
 - a. **Call Classification.** COUNTY shall be primarily responsible for identifying and routing all 911 EMS classified calls within the Service Area covered by this contract.

- b. **Calculation of Response Times.** Except for responses which occur during periods of severe weather or during declared disasters (which are not to be included when calculating response times), EMS response times shall be calculated as follows: The time the call is dispatched shall be the second the CITY Fire Department is actually notified of the request. This is subtracted from the arrival time. (For all classifications of requests for services, the time "arrival on scene" shall be the time a fully equipped transport capable ambulance unit arrives at the location of the request for service. Arrival at the location of the request for service means the second the CITY unit notifies the communications center that it is on scene). The parties agree and understand that there may be certain isolated instances which prevent the City from meeting stated response times.

- c. **Customer Service.** The CITY shall maintain a high standard of Customer Service for dealing with all Patients. The COUNTY may, through proper channels, request an investigation of any complaint of services provided by the CITY, pursuant to this CONTRACT. The COUNTY may appoint a member to the Quality Assurance Team, consisting of the Fire Chief, the Medical Director and the EMS Coordinator, to investigate the complaint.

The COUNTY may request, through its appointed member of the Quality Assurance Team, that any employee of the CITY assigned duties performed within the scope of this CONTRACT be removed from those duties while a proper investigation is conducted into the allegation of misconduct or negligence.

Section VI. Considerations

The consideration to be conveyed to the CITY pursuant to this Agreement shall consist of the award of exclusive market rights as defined within the "Definitions" section of this Contract for the term of the Contract.

The SUBSIDY defined below.

~~For the first year of this Agreement, the~~ The COUNTY agrees to pay to the CITY ~~an initial SUBSIDY of One Hundred Twenty Five Thousand Dollars (\$125,000.00), payable in quarterly installments of \$31,250.00 each, on or about the last business day before January 1, 2003, April 1, 2003, July 1, 2003 and October 1, 2003. The SUBSIDY for subsequent years shall be negotiated by the PARTIES, who agree to meet in July-June of 2003 each year, and each subsequent year this Contract is in effect, and negotiate in good faith to establish a SUBSIDY by July 15th each year, which the PARTIES agree~~

Formatted: Superscript

~~approximates the shortfall, if any, between the amount of revenue generated by of the provision of services to the COUNTY under this Agreement, and the cost of providing such services.~~ The SUBSIDY agreed to by the PARTIES shall be payable in quarterly installments, on the last business day before January 1, April 1, ~~July 1~~, and October 1. The CITY agrees to provide to the COUNTY, on a quarterly basis, financial reports regarding the provision of services by the CITY under this Agreement.

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August 15

The COUNTY agrees to pay the CITY for any violation of the Exclusivity Clause made a part of this Contract the flat fee of one hundred dollars (\$100) for each occurrence.

- A. **Compliance with Laws.** The services furnished by the CITY under this CONTRACT shall be rendered in substantially full compliance with all federal, state and local laws, rules and regulations. It shall be the CITY'S responsibility to determine which laws, rules and regulations apply to services rendered under this CONTRACT and to maintain compliance with those applicable standards.
- B. **Severability.** In the event any provision hereunder is determined to be illegal, invalid or unenforceable under applicable law, said provision shall be deemed deleted from this Contract as if never contained herein and the remainder of this Contract shall remain enforceable.
- C. **Headings.** The paragraph headings contained in this Contract are solely for the convenience of the Parties and shall in no manner be construed as part of this Agreement.
- D. **Choice Of Law and Venue.** This Contract shall be governed by the laws of the State of Texas, and, in the event of litigation with respect to this Contract or any of its terms and conditions, venue shall rest in Navarro County, Texas.
- E. **Entire Agreement.** This Contract supersedes any and all other agreements, whether oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein or set forth as an attachment or attachments to this Contract and identified as such within the body of this Contract document shall be valid or binding unless in writing signed by the Parties.
- F. **Amendment.** This Contract may be amended by writing upon the agreement of both Parties so as to conform to the law or any changes in the law and/or regulations applicable to the terms of this Contract.
- G. **No Waiver.** The failure of either party to insist upon the strict observance of performances of any provision of this Contract or to exercise any right or

remedy as provided in this Contract shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Contract to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

Section VII. Insurance and Indemnification

- A. **Insurance Requirements.** At all times while this Agreement is in affect, the CITY shall obtain and maintain insurance, pay all premiums for such insurance and furnish an Accord Certificate of Insurance to the COUNTY, for the types of insurance specified below. The CITY shall furnish to the COUNTY an Accord Certificate of Insurance demonstrating that the types and amounts of insurance required hereunder are in full force and effect. The CITY shall also require that the insurance carrier give the COUNTY thirty (30) days written advanced notice of any cancellation, change, termination, failure to renew, or any change in coverage of any such policy or policies reflected on said certificate. Nothing in this section shall be deemed to prohibit the use of "self-insurance" as that term is normally used or to be a limitation upon the CITY regarding any deductibles it may choose in connection with any insurance policies it obtains pursuant to this Agreement. Insurance shall meet the following minimum requirements:
1. **Worker's Compensation.** Workers Compensation Insurance as permitted by the laws of the State of Texas, including a self-insurance plan if used, which shall provide coverage to all employees of the CITY assigned to duties related to or arising out of the performance of duties under this CONTRACT as required by law.
 2. **Commercial General Liability.** Commercial general liability insurance in the amount deemed necessary by the CITY to provide coverage for occurrences or claims resulting from bodily injury (including death) and/or property damage caused or allegedly caused by the CITY in connection with the performance of its duties under this AGREEMENT.
 3. **Automobile Liability.** The CITY shall maintain Automobile Liability insurance on all vehicles and drivers who carry out any of the CITY'S duties and obligations pursuant to this AGREEMENT.
 4. **Malpractice Insurance.** Malpractice insurance in an amount deemed necessary by the CITY to provide coverage for any acts or omissions arising out of the provision of medical or health services pursuant to this AGREEMENT.

5. **Submission of Policies.** Said insurance policies required hereunder shall be submitted to the ADMINISTRATOR of the COUNTY for approval. Satisfactory evidence that such insurance is at all times in full force and effect shall be furnished to the ADMINISTRATOR of the COUNTY, in such forms as he may specify.

6. **Indemnity.** The CITY agrees to indemnify and hold harmless the COUNTY and its authorized commissioners, county judges and employees, of and from any and all claims and causes of action brought by any person or entity against the COUNTY, arising out of or in any way connected with the performance by the CITY of its obligations and duties, or the failure to perform such duties and obligations, pursuant to this Agreement, including but not limited to claims arising out an alleged failure to adhere to or fulfill any clinical standards or procedures and regulatory claims for alleged violations of government regulations. It is the intent of the parties that this indemnity cover any claims, including negligence, gross negligence, claims for injuries to persons or property, including employees, made by any person or entity against the COUNTY, incurred by the COUNTY in defending against such claims. In addition, the COUNTY agrees to indemnify and hold harmless the CITY, its authorized city councilmen, mayor and employees, of and from any and all claims and causes of action brought by any person or entity against the CITY, arising out of or in any way connected with the performance by the COUNTY of its obligations and duties, or the failure to perform such duties and obligations, pursuant to this Agreement, including, but not limited to, claims arising out an alleged failure to classify 911 calls. It is the intent of the parties that this indemnity cover any claims, including negligence, gross negligence, claims for injuries to persons or property, including employees, made by any person or entity against the CITY, incurred by the CITY in defending against such claims.

NAVARRO COUNTY, TEXAS

By: _____
H. M. Davenport, County Judge

CITY OF CORSICANA, TEXAS

By: _____
Chuck McClanahan, Mayor

211
ITEM NO. _____

DATE: March 24, 2014

SUBJECT: Historic Downtown District Reinvestment Tax Credit

Comments: Attached is a listing of the property owners requesting tax abatement based on their 2013 expenditures to maintain and improve downtown buildings. Property owners will be reimbursed by the City of Corsicana and Navarro County based on their investment relative to their maximum taxation by both the City and County. Downtown property owners are eligible to apply for this incentive each year. Below is the 2013 Summary of the Downtown Corsicana Reinvestment Tax Credits.

Total Downtown Property Tax Credit Applications	20
Total Project Expenditures Reported	\$ 167,292.00
 Total Navarro County Tax Credits	 \$12,007.92
Total City of Corsicana Tax Credits	\$19,047.35
 Total Tax Credits Issued	 \$31,055.27

Recommendation: Approve applications for Reinvestment Tax Credits.

MOTION:

I MOVE TO APPROVE THE APPLICATIONS FOR REINVESTMENT TAX CREDITS.

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd



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#11

2013
Downtown Reinvestment Tax Credit
Navarro County, Texas

<u>Property Address</u>	<u>Property Owner</u>	<u>Maximum County Tax Credit</u>
122 N. Beaton	<i>A Worthy Occasion Inc.</i> Exterior windows, signage; total reported \$12,500	\$ 257.49
120 N. Beaton	<i>A Worthy Occasion Inc.</i> Exterior windows; total reported \$10,000	\$ 280.89
125 N. Beaton	<i>A Worthy Occasion Inc.</i> Exterior windows, roof repair; total reported \$25,000	\$ 397.38
325 N. Beaton	<i>Tom Adams</i> Replaced exterior door; total reported \$1,200	\$ 275.89
101 N. Beaton	<i>John Bruegl</i> Electrical, A/C, ceiling repair: \$3,553	\$ 3,213.51
215 N. Main	<i>Central Linen Supply</i> Rebuilt west & north walls; total reported \$11,900	\$ 256.37
110 N. Beaton	<i>Green/Type High Investments LLC</i> Exterior paint; total reported \$1,971	\$ 274.10
100 West 3 rd Ave.	<i>Kyle Hobratschk</i> Electrical, masonry, glass; total reported \$4,500	\$ 569.76
108 W. 3 rd Ave.	<i>David Jones</i> Electrical, bathroom remodel; total reported \$9,000	\$358.03
118 S. Beaton	<i>PJ & Jerry Jones; Marsha Atkenson</i> Awnings, exterior paint; total reported \$5,950	\$ 442.13
100 N. Main	<i>Dick Martinson/Starfac Corp</i> Plumbing, elevator upgrades; total reported \$23,640	\$ 1,994.20
104 W. 3 rd Ave.	<i>Darrell Raines & Kevin Thedford</i> Construct new storefront; total reported \$9,400	\$ 83.07
306 N. Beaton	<i>Ricky Roy's, Inc.</i> Awning, exterior paint plumbing; total reported \$38,000	\$ 223.52

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<i>201 S. Beaton</i>	<i>Christina Sanders & Stephanie Smith</i> <i>Carpentry, windows, paint; total reported \$36176</i>	<i>\$ 405.19</i>
<i>214 N. Beaton</i>	<i>P & R Tomberlin LLC</i> <i>Electrical; roof repair; total reported \$387.99</i>	<i>\$ 316.04</i>
<i>112 W. Collin</i>	<i>Donna & Richard Thomas</i> <i>Interior paint, flooring; total reported \$2,104</i>	<i>\$ 676.99</i>
<i>104 S. Beaton</i>	<i>Jack Guest Trust</i> <i>Roofing, construction; total reported \$150,000</i>	<i>\$ 248.60</i>
<i>308 S. Beaton</i>	<i>Matthew Wallen</i> <i>Exterior paint; total reported \$4,300</i>	<i>\$ 575.73</i>
<i>202 N. Beaton</i>	<i>John & Carolyn Yates</i> <i>Exterior paint; total reported \$1,160</i>	<i>\$ 878.03</i>
<i>216 N. Beaton</i>	<i>John & Carolyn Yates</i> <i>Remodel construction; total reported \$11,848</i>	<i>\$ 281.00</i>
	<i>Total County Tax Credit</i> <i>Total Reinvestment Reported \$167,291.99</i>	<i>\$ 12,007.92</i>

2013
Downtown Reinvestment Tax Credit
Navarro County, Texas

<u>Property Address</u>	<u>Property Owner</u>	<u>Maximum County Tax Credit</u>
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215 N. Main	Central Linen Supply Rebuilt west & north walls; total reported \$11,900	\$ 256.37
110 N. Beaton	Green/Type High Investments LLC Exterior paint; total reported \$1,971	\$ 274.10
100 West 3 rd Ave.	Kyle Hobratschke Electrical, masonry, glass; total reported \$4,500	\$ 569.76
108 W. 3 rd Ave.	David Jones Electrical, bathroom remodel; total reported \$9,000	\$358.03
118 S. Beaton	PJ & Jerry Jones; Marsha Atkenson Awnings, exterior paint; total reported \$5,950	\$ 442.13
100 N. Main	Dick Martinson/Starfac Corp Plumbing, elevator upgrades; total reported \$23,640	\$ 1,994.20
104 W. 3 rd Ave.	Darrell Raines & Kevin Thedford Construct new storefront; total reported \$9,400	\$ 83.07
306 N. Beaton	Ricky Roy's, Inc. Awning, exterior paint plumbing; total reported \$38,000	\$ 223.52

201 S. Beaton	<i>Christina Sanders & Stephanie Smith</i> <i>Carpentry, windows, paint; total reported \$36176</i>	\$ 405.19
214 N. Beaton	<i>P & R Tomberlin LLC</i> <i>Electrical; roof repair; total reported \$387.99</i>	\$ 316.04
112 W. Collin	<i>Donna & Richard Thomas</i> <i>Interior paint, flooring; total reported \$2,104</i>	\$ 676.99
104 S. Beaton	<i>Jack Guest Trust</i> <i>Roofing, construction; total reported \$150,000</i>	\$ 248.60
308 S. Beaton	<i>Matthew Wallen</i> <i>Exterior paint; total reported \$4,300</i>	\$ 575.73
202 N. Beaton	<i>John & Carolyn Yates</i> <i>Exterior paint; total reported \$1,160</i>	\$ 878.03
216 N. Beaton	<i>John & Carolyn Yates</i> <i>Remodel construction; total reported \$11,848</i>	\$ 281.00

<i>Total County Tax Credit</i>		\$ 12,007.92
<i>Total Reinvestment Reported \$167,291.99</i>		

112

226

ITEM NO. _____

DATE: March 24, 2014

SUBJECT: Corsicana Downtown Revitalization District (CDRD) 5-Year Tax Abatements

Comments: Attached are resolutions approving a 5-Year tax freeze for five individual property owners who are renovating property in the Corsicana Downtown Revitalization District. The applicants have followed established guidelines, and all projects have been deemed eligible for this incentive by city staff. City of Corsicana Ordinance No. 2785 provides that, following approval by the City Council and/or Commissioners Court, the appraised value of the structural alterations or new construction completed shall not be added to the tax roll for a period of five (5) years. At the conclusion of that five year period, the property must remain on the tax rolls at 100% value for a minimum of 10 years before that property is eligible for another 5-year tax freeze.

Recommendation: Approve applications for Historic Downtown District Tax Freeze for Carolyn McCombs at 215 East 5th Avenue; Christina Sanders at 201 South Beaton Street; James Hale at 125 North Beaton Street; John Yates at 216 North Beaton Street; and The Jack Guest Trust at 104 South Beaton Street.

MOTION:

I MOVE TO APPROVE THE APPLICATIONS FOR HISTORIC DOWNTOWN DISTRICT TAX FREEZES FOR CAROLYN MCCOMBS AT 215 EAST 5TH AVENUE; CHRISTINA SANDERS AT 201 SOUTH BEATON STREET; JAMES HALE AT 125 NORTH BEATON STREET; JOHN YATES AT 216 NORTH BEATON STREET; AND THE JACK GUEST TRUST AT 104 SOUTH BEATON STREET.

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By [Signature]



201

RESOLUTION NO. 2014-01

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND CAROLYN McCOMBS FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, 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 Carolyn McCombs providing for a property 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 the AGREEMENT, and all matters attendant and related thereto, the County of Navarro 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 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 Mayor 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 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 24th day of March, 2014.


H. M. Davenport, Jr., County Judge

ATTEST:


Sherry Dowd, County Clerk

FILED FOR NAVARRO COUNTY

COMMISSIONERS COURT

DATE 3-24-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By Sherry Dowd



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, TEXAS (the "COUNTY"), acting herein by and through its County Judge and hereinafter referred to as COUNTY, and Carolyn McCombs, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana (the "CITY") passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial 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 a Historic Downtown Tax Abatement Program; and

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

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

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, 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 said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

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:

I.

DEFINITIONS

Whenever 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 specific property to be the subject of this Agreement shall be the Real Property located at 215 East 5th Avenue, Corsicana, Texas, including land and improvements, described by legal description including block and lot and map attached hereto as EXHIBITS A and B and made a part hereof, and shall be herein referred to as the PROPERTY.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property as described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least Twenty Thousand Thirty Eight dollars (\$20,038.00). On or before December 31, 2014, OWNER shall substantially complete all Improvements. 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 CITY.

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).

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 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 and improvements to real property.

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 that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on January 1st of the year in which this Agreement is passed and approved. Said ad valorem real property tax abatement/freeze 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; 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 thereat).

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

3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

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 December 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 an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Twenty Thousand and Thirty Eight dollars (\$20,038.00); (c) 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; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) 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 County of Navarro 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 the 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:

Carolyn McCombs
DBA Corsicana Opry & Event Center
705 Grandview Drive
Corsicana, TX 75109

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 of Navarro at its regularly scheduled meeting on the 24th day of March, 2014, authorizing the Mayor to execute the Agreement on behalf of the CITY.

6-11 This AGREEMENT was entered into by _____, OWNER, pursuant to authority granted by its Directors/Members/Owners on the day of _____, 2014.

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 h a n d s this 24th day of March, 2014.

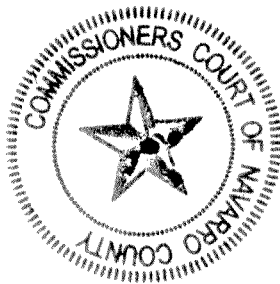
APPROVED:

COUNTY OF NAVARRO

By: [Signature]
H.M. Davenport, Jr., County Judge

ATTEST:

[Signature]
Sherry Dowd, County Clerk



CAROLYN McCOMBS

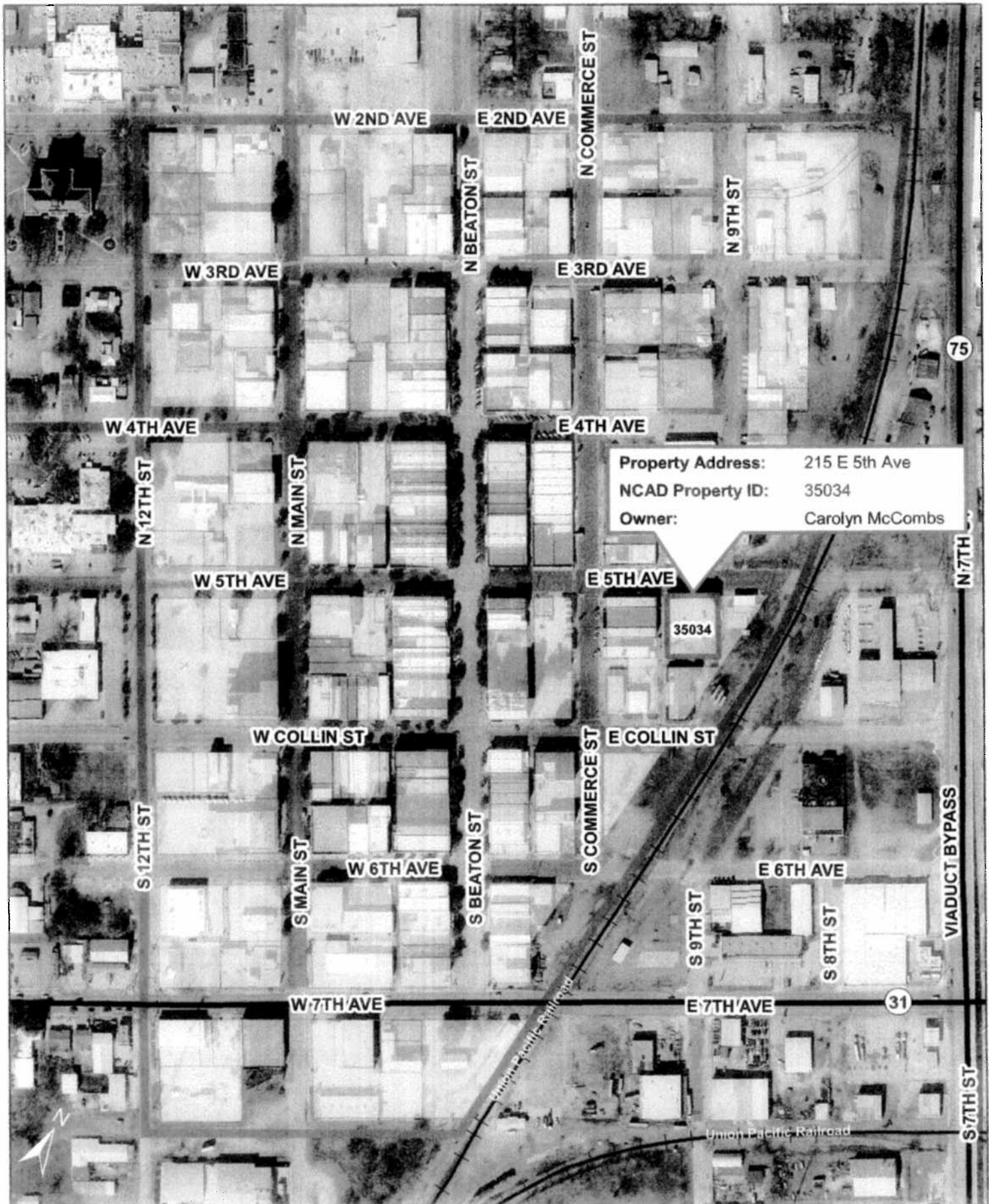
By: [Signature]
Name: CAROLYN McCOMBS
Title: OWNER

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2013 Year Tax Statement for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement

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Exhibit A
Downtown Revitalization District / Historic Main Street District
Tax Abatement Applicant



2013 YEAR TAX STATEMENT



RUSSELL P HUDSON
 NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR
 P O BOX 1070
 CORSICANA, TX 75151-1070
 PHONE NO. (903) 654-3080

Mail To:
 MCCOMBS CAROLYN
 705 GRANDVIEW DR
 CORSICANA, TX 75109-

Legal Description:
 C0000 CORSICANA OT BLK 239 LOT B
 (REPLAT LOT 1 THRU 6) 0.43 ACRES (150 X
 125)

Legal Acres: .4300
Parcel Address: 215 E 5TH AVE

Account No: 35034

CAD No: C000000023900000B0

As of Date: 02/27/2014

Print Date: 02/27/2014 **Printed By:** ACT INQ

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$30,380	\$69,810	\$100,190	\$100,190	\$0	\$0	\$0	\$100,190

Taxing Unit	Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
		Code	Value			
NAVARRO CO REVOLVING&CLE WITHOUT A CITY SALES TAX, YOUR CITY TAX WOULD INCREASE BY \$78.85	\$100,190		\$0	\$100,190	0.510900	\$511.87
NAVARRO COLLEGE	\$100,190		\$0	\$100,190	0.120200	\$120.43
ROAD AND BRIDGE	\$100,190		\$0	\$100,190	0.107100	\$107.30
NAV FLOOD CONTROL	\$100,190		\$0	\$100,190	0.009000	\$9.02
CITY OF CORSICANA WITHOUT A CITY SALES TAX, YOUR CITY TAX WOULD INCREASE BY \$162.01	\$100,190		\$0	\$100,190	0.627200	\$628.39
CORSICANA ISD	\$100,190		\$0	\$100,190	1.280300	\$1,282.73

Total 2013 Tax: \$2,659.74
Total 2013 Levy Paid To Date: \$2,659.74
2013 Levy Due: \$0.00
Total 2013 Due: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY THE END OF:					
FEB 2014 7%	MAR 2014 9%	APR 2014 11%	MAY 2014 13%	JUN 2014 15%	JUL 2014 18 + 20%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

School Information :

CORSICANA ISD 2013 M&O 1.0400000 I&S .24030000 Total 1.2803000 2012 M&O 1.0400000 I&S .24300000 Total 1.2830000

REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

7.1.41

AMOUNT DUE IF PAID BY THE END OF:

Print Date: 02/27/2014

FEB 2014 7%	MAR 2014 9%	APR 2014 11%	MAY 2014 13%	JUN 2014 15%	JUL 2014 18 + 20%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

RUSSELL P HUDSON
 NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR
 P O BOX 1070
 CORSICANA, TX 75151-1070



* 3 5 0 3 4 *

35034
 MCCOMBS CAROLYN
 705 GRANDVIEW DR
 CORSICANA, TX 75109-

AMOUNT PAID:

\$ _____

**2014 APPLICATION FOR TAX ABATEMENT CORSICANA
DOWNTOWN REVITALIZATION DISTRICT**

Instructions: Please print or type. Submit the completed and signed original copy of the 2014 Application for Tax Abatement, with attachments, to: The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110.

1. Date of Application: 3/5/2014

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

Corsicana Opry & Event Center
215 E 5th Ave, aka 215 G W Jackson Ave
Corsicana, Texas 75110

2a. Have you received a previous tax abatement from the City of Corsicana?

NO

(YES/ NO)

2b. If yes, when?

3. Property Address: 215 E 5th Ave, Corsicana Texas 75110

4. Navarro Central Appraisal District Property Tax ID 35034

5. Preferred Telephone Number: 903-872-6779

5a. Email: corsicanaopry@gmail.com

6. Year Originally Built 1905

(Property must be at least 50 years old)

6a. Tax Value Before Renovation \$ 100,190.00

(Please attach Tax Receipt from County Tax Assessor)

7. Will work be done to exterior façade or windows that would require a Certificate of Appropriateness (COA) approved by Landmark Commission?

(If yes, please attach approved COA)

Yes, in the future.

No COA yet

(YES/NO)

8. Estimated value of real property improvements

\$ 40,000.00

9. Description of real property improvements to be made:

**Addition of ADA ramp in rear of building. Addition of restrooms per requirement.
Rebuild of interior staircase that will be encased by a cedar oil derrick.
Upgrade to electrical throughout. Signage on front of building.
Pipe railing on front loading dock area. Rebuild front steps, curb area.**

10. Estimated Construction Start Date: March, 2014

11. I certify that this property is located within the boundaries of the Downtown Main Street Commercial District; that all taxes due on this property have been paid; and that, for exterior modifications to the property, a Certificate of Appropriateness (COA) will be submitted to the Historic Preservation Officer for review by the Corsicana Landmark Commission and that work will not commence until the COA is approved.

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: 903-257-6440

Date: 3-5-2014

Submitted By (Please Print)

Name:

Title:

Date:

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.

FOR INTERNAL USE ONLY:

DATE	ENTITY	Initials
	Historic Preservation Officer	
	Planning & Zoning	
	Landmark Commission	
	Economic Development	

DATE	ENTITY	Initials
	Fire Marshall	
	City Manager	
	City Council	
	Commissioner's Court	

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

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RESOLUTION NO.

2014-02

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND CHRISTINA J. SANDERS FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, 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 Christina J. Sanders providing for a property 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 the AGREEMENT, and all matters attendant and related thereto, the County of Navarro 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 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 Mayor 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 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 24th day of March, 2014.



H. M. Davenport, Jr., County Judge

ATTEST:



Sherry Dowd, County Clerk

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Dowd



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, TEXAS (the "COUNTY"), acting herein by and through its County Judge and hereinafter referred to as COUNTY, and Christina J. Sanders, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana (the "CITY") passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial 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 a Historic Downtown Tax Abatement Program; and

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

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

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, 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 said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

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:

I. DEFINITIONS

Whenever 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 specific property to be the subject of this Agreement shall be the Real Property located at 201 South Beaton Street, Corsicana, Texas, including land and improvements, described by legal description including block and lot and map attached hereto as EXHIBITS A and B and made a part hereof, and shall be herein referred to as the PROPERTY.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property as described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least Fifteen Thousand Eight Hundred Sixty Two dollars (\$15,862.00). On or before December 31, 2014, OWNER shall substantially complete all Improvements. 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 CITY.

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).

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 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 and improvements to real property.

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 that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on January 1st of the year in which this Agreement is passed and approved. Said ad valorem real property tax abatement/freeze 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; 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 thereat).

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

3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

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 December 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 an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Fifteen Thousand Eight Hundred Sixty Two dollars (\$15,862.00); (c) 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; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) 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 County of Navarro 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 the 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:
Christina J. Sanders
1213 Lexington Drive
Corsicana, TX 75110

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 of Navarro at its regularly scheduled meeting on the 24th day of March, 2014, authorizing the Mayor to execute the Agreement on behalf of the CITY.

6-11 This AGREEMENT was entered into by _____, OWNER, pursuant to authority granted by its Directors/Members/Owners on the day of _____, 2014.

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 h a n d s this 24th day of March, 2014.

APPROVED:

COUNTY OF NAVARRO

By: [Signature]
H.M. Davenport, Jr., County Judge

ATTEST:

[Signature]
Sherry Dowd, County Clerk



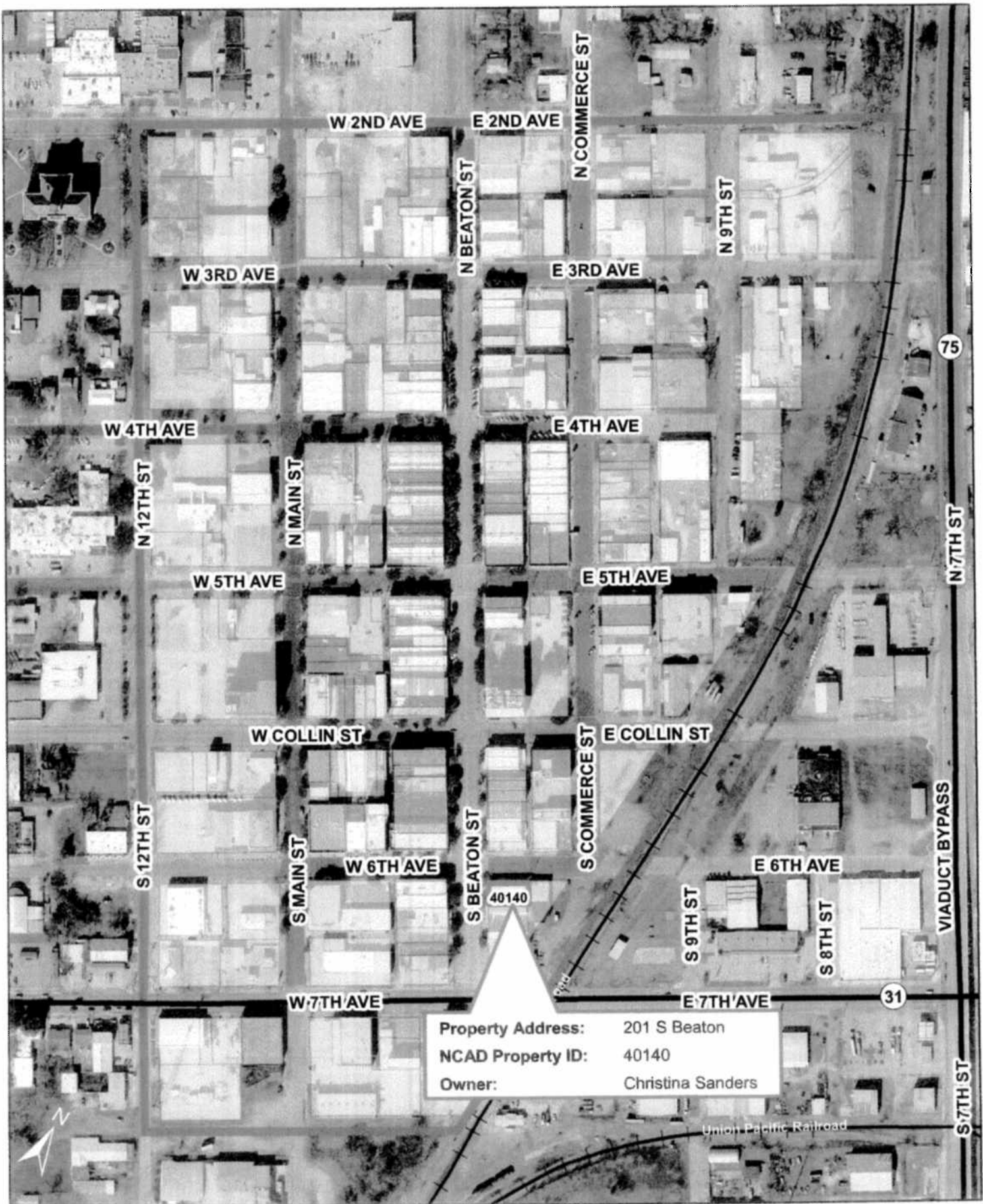
CHRISTINA J. SANDERS

By: [Signature]
Name: CHRISTINA J. SANDERS
Title: OWNER

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2013 Year Tax Statement for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement

Exhibit A
Downtown Revitalization District / Historic Main Street District
Tax Abatement Applicant



TAX RECEIPT



RUSSELL P HUDSON
NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 1070
CORSICANA, TX 75151-1070

Certified Owner:

SANDERS CHRISTINA J & STEPHANIE S
1213 LEXINGTON DR
CORSICANA, TX 75110-

Legal Description:

C0000 CORSICANA OT BLK 240 LOT 5 & 6
.115 ACRES (50 X 100)

Parcel Address: 201 S BEATON ST
Legal Acres: 0.1150

Remit Seq No: 24709995
Receipt Date: 11/06/2013
Deposit Date: 01/02/2014
Print Date: 01/02/2014 02:42 PM
Printed By: GSMITH

Deposit No: GS01022014
Validation No: 900000029888244
Account No: **40140**
Operator Code: GSMITH

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	Discount	P&I	Coll Fee Paid	Total
2013	Navarro Co Revolving&Clearing	79,310	0.510900	405.19	0.00	0.00	0.00	405.19
2013	Navarro College	79,310	0.120200	95.33	0.00	0.00	0.00	95.33
2013	Road And Bridge	79,310	0.107100	84.94	0.00	0.00	0.00	84.94
2013	Nav Flood Control	79,310	0.009000	7.14	0.00	0.00	0.00	7.14
2013	City Of Corsicana	79,310	0.627200	497.43	0.00	0.00	0.00	497.43
2013	Corsicana Isd	79,310	1.280300	1,015.41	0.00	0.00	0.00	1,015.41
				\$2,105.44	\$0.00	\$0.00	\$0.00	\$2,105.44

Check Number(s):

Credit Card Authorization No: 100112996603

Exemptions on this property:

PAYMENT TYPE:

Credit Cards: \$2,105.44

Total Applied: \$2,105.44
Total Tendered: \$2,105.44
(for accounts paid on 11/06/2013)
Change Paid: \$0.00

PAYER:
CHRISTINA J SMITH
201 S BEATON ST
CORSICANA, TX 75110

(903) 654-3080

21.1.161

2014 APPLICATION FOR TAX ABATEMENT CORSICANA DOWNTOWN REVITALIZATION DISTRICT

Instructions: Please print or type. Submit the completed and signed original copy of the 2014 Application for Tax Abatement, with attachments, to:
The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110.

1. Date of Application: 3-10-14

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

Christina J. Sanders
DBA Double Trouble Duds, LLC
1213 Lexington Drive, Corsicana, TX 75110

2a. Have you received a previous tax abatement from the City of Corsicana?

No (YES/ NO)

2b. If yes, when?

3. Property Address: 201 South Beaton Street, Corsicana, TX 75110

4. Navarro Central Appraisal District Property Tax ID 40140

5. Preferred Telephone Number: 903-875-2366

5a. Email: Csmith@doubletroubleduds.com

6. Year Originally Built 1951

6a. Tax Value Before Renovation \$79,310

(Please attach Tax Receipt from County Tax Assessor)

7. Will work be done to exterior façade or windows that would require a Certificate of Appropriateness (COA) approved by Landmark Commission?

(If yes, please attach approved COA)

YES (YES/NO)

8. Minimum estimated value of real property improvements \$15,862.00

9. Description of real property improvements to be made (attach additional sheet if necessary):

Complete remodel of front half of building. New windows; permanent walls; new flooring; old wall cover removal; updated wiring and light fixtures

10. Estimated Construction Start Date: 7-27-2013

10a. Estimated Completion Date: 7-1-14

11. I certify that this property is located within the boundaries of the Downtown Main Street Commercial District; that all taxes due on this property have been paid; and that, for exterior modifications to the property, a Certificate of Appropriateness (COA) will be submitted to the Historic Preservation Officer for review by the Corsicana Landmark Commission and that work will not commence until the COA is approved.

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:

903-1054-9249

Date:

3/10/14

Submitted By (Please Print)

Name:

Title:

Date:

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.

FOR INTERNAL USE ONLY:

DATE	ENTITY	Initials
	Main Street Manager	
	Planning & Zoning	
	Landmark Commission	
	Economic Development	

DATE	ENTITY	Initials
	Fire Marshall	
	City Manager	
	City Council	
	Commissioner's Court	

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

247

RESOLUTION NO. 2014-03

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND JAMES T. HALE FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, 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 James T. Hale providing for a property 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 the AGREEMENT, and all matters attendant and related thereto, the County of Navarro 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 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 Mayor 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 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 24th day of March, 2014.


H. M. Davenport, Jr., County Judge

ATTEST:


Sherry Dowd, County Clerk

**FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd**



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, TEXAS (the "COUNTY"), acting herein by and through its County Judge and hereinafter referred to as COUNTY, and James T. Hale, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana (the "CITY") passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial 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 a Historic Downtown Tax Abatement Program; and

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

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

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, 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 said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

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:

I. DEFINITIONS

Whenever 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 specific property to be the subject of this Agreement shall be the Real Property located at 125 North Beaton Street in Corsicana, Texas, including land and improvements, described by legal description including block and lot and map attached hereto as EXHIBITS A and B and made a part hereof, and shall be herein referred to as the PROPERTY.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property as described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least Fifteen Thousand Five Hundred Fifty Six dollars (\$15,556.00). On or before December 31, 2014, OWNER shall substantially complete all Improvements. 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 CITY.

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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 that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on January 1st of the year in which this Agreement is passed and approved. Said ad valorem real property tax abatement/freeze 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; 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 thereat).

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

3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

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in compliance with all of the terms and conditions of this Agreement.

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DEFAULT AND RECAPTURE OF ABATED TAX

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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.

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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:

James T. Hale
A Worthy Occasion, Inc.
1728 South Highway 287
Corsicana, TX 75110

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.

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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 of Navarro at its regularly scheduled meeting on the 24th day of March, 2014, authorizing the Mayor to execute the Agreement on behalf of the CITY.

6-11 This AGREEMENT was entered into by _____, OWNER, pursuant to authority granted by its Directors/Members/Owners on the day of _____, 2014.

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 this 24th day of March, 2014.

APPROVED:

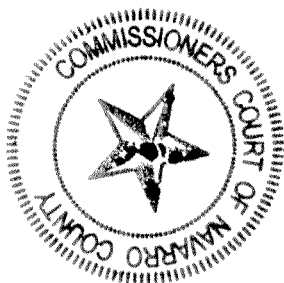
COUNTY OF NAVARRO

By: _____

H.M. Davenport, Jr., County Judge

ATTEST:

Sherry Dowd
Sherry Dowd, County Clerk



JAMES T. HALE

By: _____

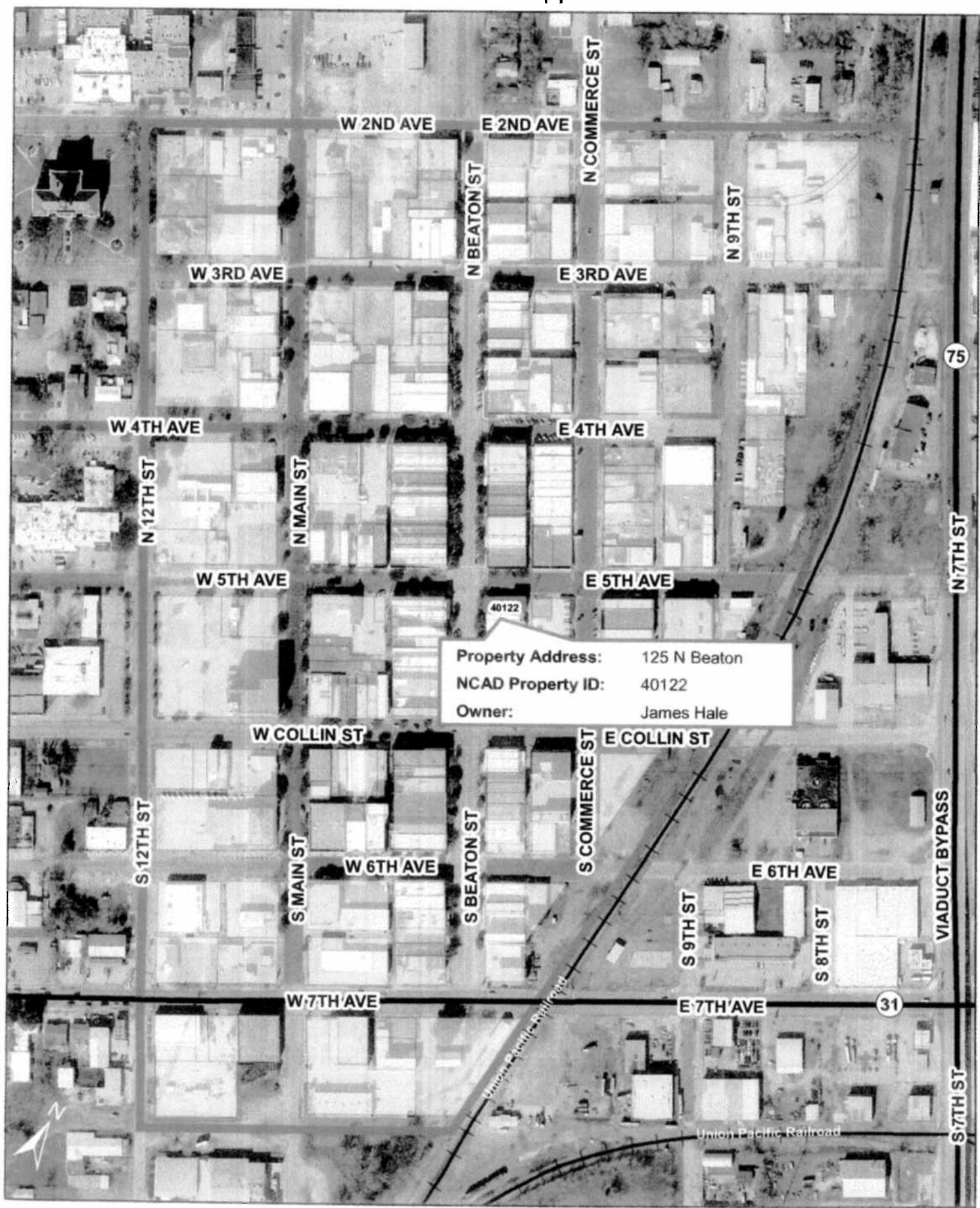
Name: _____

Title: _____

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2013 Year Tax Statement for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement

Exhibit A
Downtown Revitalization District / Historic Main Street District
Tax Abatement Applicant



RECEIVED OCT 22 2013

TAX RECEIPT



RUSSELL P HUDSON
NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 1070
CORSIANA, TX 75151-1070

Certified Owner:

A WORTHY OCCASION INC
1728 S HWY 287
CORSIANA, TX 75110-

Legal Description:

C0000 CORSICANA OT BLK 342 LOT C
(REPLAT ALL LT 13 & N 15' OF 14) 0.076
ACRES

Parcel Address: 125 N BEATON ST
Legal Acres: 0.0760

Deposit No: JO10172013
Validation No: 900000029240059
Account No: 40122
Operator Code: JOWEN

Remit Seq No: 23845460
Receipt Date: 10/17/2013
Deposit Date: 10/17/2013
Print Date: 10/17/2013
Printed By: JOWEN

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	Discount	P&I	Coll Fee Paid	Total
2013	Navarro Co Revalving&Clearing	77,780	0.510900	397.38	0.00	0.00	0.00	397.38
2013	Navarro College	77,780	0.120200	93.49	0.00	0.00	0.00	93.49
2013	Road And Bridge	77,780	0.107100	83.30	0.00	0.00	0.00	83.30
2013	Nav Flood Control	77,780	0.009000	7.00	0.00	0.00	0.00	7.00
2013	City Of Corsicana	77,780	0.627200	487.84	0.00	0.00	0.00	487.84
2013	Corsicana Isd	77,780	1.280300	995.82	0.00	0.00	0.00	995.82
				\$2,064.83	\$0.00	\$0.00	\$0.00	\$2,064.83

Check Number(s):
15802

PAYMENT TYPE:

Checks: \$2,064.83

Exemptions on this property:

Total Applied: \$2,064.83
Total Tendered: \$124,043.41
(for accounts paid on 10/17/2013)
Change Paid: \$0.00

PAYER:

CLIFFORD L BROWN III
319 W 7TH AVE
PO BOX 1001
CORSIANA, TX 75151

(903) 654-3080

213.160

256

**2014 APPLICATION FOR TAX ABATEMENT CORSICANA
DOWNTOWN REVITALIZATION DISTRICT**

Instructions: Please print or type. Submit the completed and signed original copy of the 2014 Application for Tax Abatement, with attachments, to:
The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110.

1. Date of Application: 3-10-14

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

James T. Hale
DBA A Worthy Occasion
125 N. Beaton Street, Corsicana, TX 75110

2a. Have you received a previous tax abatement from the City of Corsicana for this property?

No (YES/ NO)

2b. If yes, when?

3. Property Address: 125 North Beaton Street, Corsicana, TX 75110

4. Navarro Central Appraisal District Property Tax ID 40122

5. Preferred Telephone Number: 903-874-0660 5a. Email: jhal79335@aol.com

6. Year Originally Built 1900s 6a. Tax Value Before Renovation \$77,780
(Please attach Tax Receipt from County Tax Assessor)

7. Will work be done to exterior façade or windows that would require a Certificate of Appropriateness (COA) approved by Landmark Commission?
(If yes, please attach approved COA) YES (YES/NO)

8. Minimum estimated value of real property improvements \$15,556

9. Description of real property improvements to be made (attach additional sheet if necessary):

Roof repair; complete air conditioning, electrical, plumbing overhaul; change frontages; redesign kitchen; replace new windows; new bathrooms; redo transom windows

10. Estimated Construction Start Date: August 1, 2013 10a. Estimated Completion Date:

11. I certify that this property is located within the boundaries of the Downtown Main Street Commercial District; that all taxes due on this property have been paid; and that, for exterior modifications to the property, a Certificate of Appropriateness (COA) will be submitted to the Historic Preservation Officer for review by the Corsicana Landmark Commission and that work will not commence until the COA is approved.

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: 903-874-0660

Date: 3-10-14

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

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.

FOR INTERNAL USE ONLY:

DATE	ENTITY	Initials
	Main Street Manager	
	Planning & Zoning	
	Landmark Commission	
	Economic Development	

DATE	ENTITY	Initials
	Fire Marshall	
	City Manager	
	City Council	
	Commissioner's Court	

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

RESOLUTION NO.
2014-04

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND JOHN F. YATES FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, 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 John F. Yates providing for a property 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 the AGREEMENT, and all matters attendant and related thereto, the County of Navarro 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 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 Mayor 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 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 24th day of March, 2014.


H. M. Davenport, Jr., County Judge

ATTEST:


Sherry Dowd, County Clerk

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd



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, TEXAS (the "COUNTY"), acting herein by and through its County Judge and hereinafter referred to as COUNTY, and John F. Yates, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana (the "CITY") passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial 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 a Historic Downtown Tax Abatement Program; and

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

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

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, 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 said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

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:

**I.
DEFINITIONS**

Whenever 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 specific property to be the subject of this Agreement shall be the Real Property located at 216 North Beaton Street, Corsicana, Texas, including land and improvements, described by legal description including block and lot and map attached hereto as EXHIBITS A and B and made a part hereof, and shall be herein referred to as the PROPERTY.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property as described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least Eleven Thousand dollars (\$11,000). On or before December 31, 2014, OWNER shall substantially complete all Improvements. 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 CITY.

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).

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 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 and improvements to real property.

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 that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on January 1st of the year in which this Agreement is passed and approved. Said ad valorem real property tax abatement/freeze 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; 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 thereat).

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

3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

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 December 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 an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Eleven Thousand dollars (\$11,000.00); (c) 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; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) 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 County of Navarro 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 the 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:

John F. Yates
P.O. Box 311
Corsicana, TX 75151

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.

253

6.10 This Agreement was authorized by resolution of the County of Navarro at its regularly scheduled meeting on the 24th day of March, 2014, authorizing the Mayor to execute the Agreement on behalf of the CITY.

6-11 This AGREEMENT was entered into by _____, OWNER, pursuant to authority granted by its Directors/Members/Owners on the day of _____, 2014.

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 h a n d s this 24th day of March, 2014.

APPROVED:

COUNTY OF NAVARRO

By: [Signature]
H.M. Davenport, Jr., County Judge

ATTEST:

[Signature]
Sherry Dowd, County Clerk



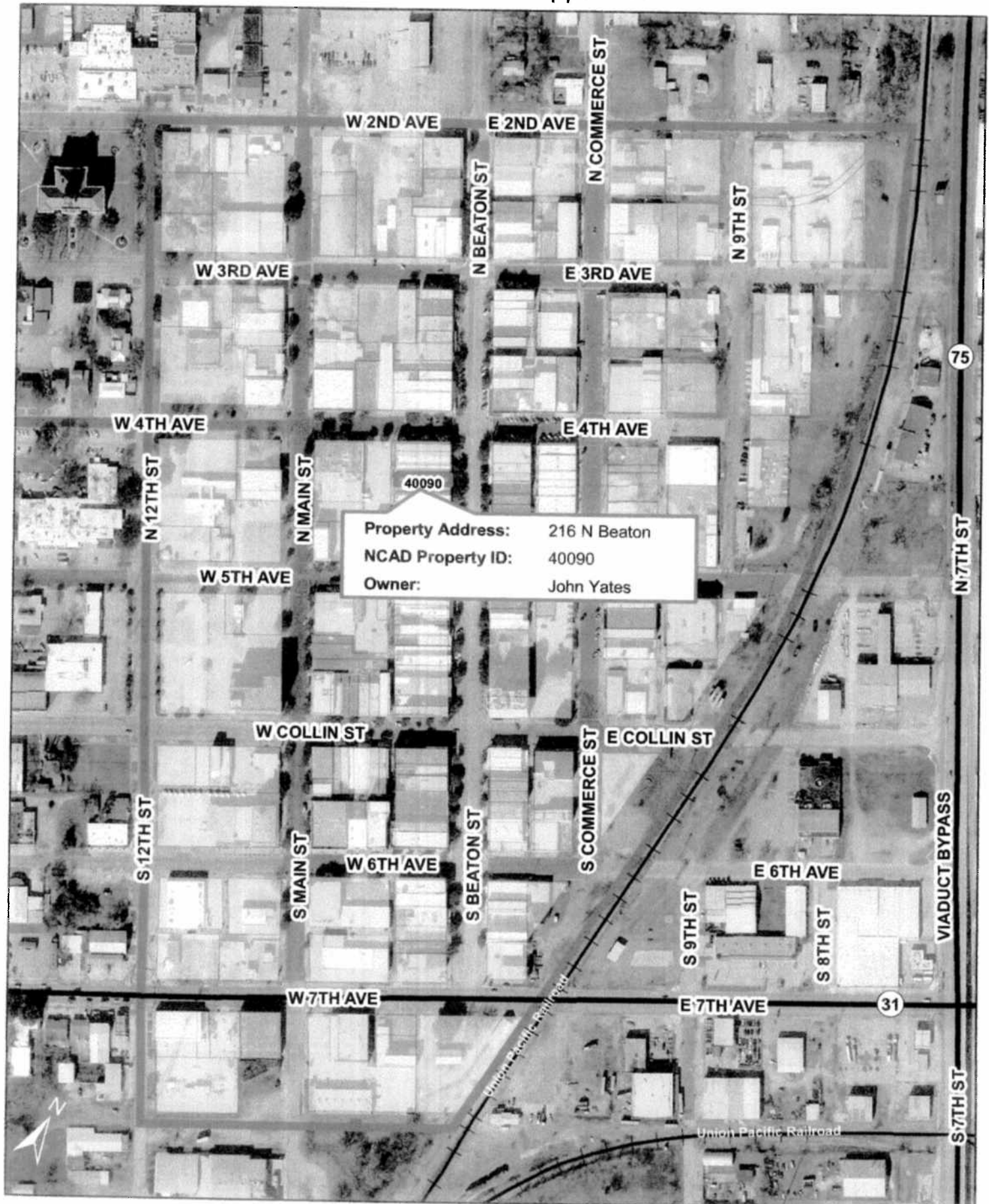
JOHN F. YATES

By: [Signature]
Name: JOHN F. YATES
Title: OWNER

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2013 Year Tax Statement for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement

Downtown Revitalization District / Historic Main Street District
Tax Abatement Applicant



TAX RECEIPT

265



RUSSELL P HUDSON
NAVARRO COUNTY TAX ASSESSOR/ COLLECTOR
P O BOX 1070
CORSICANA, TX 75151-1070

Certified Owner:

YATES JOHN F & CAROLYN K
PO BOX 311
CORSICANA, TX 75151

Legal Description:

C0000 CORSICANA OT BLK 251 LOT 12 .08
 ACRES (25 X 140)

Parcel Address: 216 N BEATON ST
Legal Acres: 0.0800

Deposit No: AR12182013
Validation No: 900000029762198
Account No: 40090
Operator Code: AROGERS

Remit Seq No: 24454879
Receipt Date: 12/18/2013
Deposit Date: 12/18/2013
Print Date: 12/18/2013 01:09 PM
Printed By: AROGERS

Year	Tax Unit Name	Tax Value	Tax Rate	Levy Paid	Discount	P&I	Coll Fee Paid	Total
2013	Navarro Co Revolving&Clearing	55,000	0.510900	281.00	0.00	0.00	0.00	281.00
2013	Navarro College	55,000	0.120200	66.11	0.00	0.00	0.00	66.11
2013	Road And Bridge	55,000	0.107100	58.91	0.00	0.00	0.00	58.91
2013	Nav Flood Control	55,000	0.009000	4.95	0.00	0.00	0.00	4.95
2013	City Of Corsicana	55,000	0.627200	344.96	0.00	0.00	0.00	344.96
2013	Corsicana Isd	55,000	1.280300	704.17	0.00	0.00	0.00	704.17
				\$1,460.10	\$0.00	\$0.00	\$0.00	\$1,460.10

Check Number(s):
 6099

PAYMENT TYPE:

Checks: \$1,460.10

Exemptions on this property:

Total Applied: \$1,460.10
Total Tendered: \$6,022.47
 (for accounts paid on 12/18/2013)
Change Paid: \$0.00

PAYER:
YATES JOHN F & CAROLYN K
PO BOX 311
CORSICANA, TX US 75151

(903) 654-3080

21.1.161

**2014 APPLICATION FOR TAX ABATEMENT CORSICANA
DOWNTOWN REVITALIZATION DISTRICT**

Instructions: Please print or type. Submit the completed and signed original copy of the 2014 Application for Tax Abatement, with attachments, to:
The City of Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110.

1. Date of Application: 3/10/2014

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

John Yates
P.O. Box 311
Corsicana, TX 75151

2a. Have you received a previous tax abatement from the City of Corsicana for this property?

No (YES/ NO)

2b. If yes, when?

3. Property Address: 216 North Beaton Street, Corsicana, TX 75110

4. Navarro Central Appraisal District Property Tax ID 40090

5. Preferred Telephone Number: 903-654-2266 5a. Email: ifyates@att.net

6. Year Originally Built 1920s 6a. Tax Value Before Renovation \$55,000
(Please attach Tax Receipt from County Tax Assessor)

7. Will work be done to exterior façade or windows that would require a Certificate of Appropriateness (COA) approved by Landmark Commission?
(If yes, please attach approved COA) Yes (YES/NO)

8. Minimum estimated value of real property improvements \$11,000

9. Description of real property improvements to be made (attach additional sheet if necessary):

Complete remodel; Approx. 1,800 sf of retail in the lower level; construction of three loft apartments (two upstairs and one downstairs)

10. Estimated Construction Start Date: July 25, 2013 10a. Estimated Completion Date: _____

I certify that this property is located within the boundaries of the Downtown Main Street Commercial District; that all taxes due on this property have been paid; and that, for exterior modifications to the property, a Certificate of Appropriateness (COA) will be submitted to the Historic Preservation Officer for review by the Corsicana Landmark Commission and that work will not commence until the COA is approved.

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: 903-654-2266

Date: 3/10/14

Submitted By (Please Print)

Name:

Title:

Date:

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.

FOR INTERNAL USE ONLY:

DATE	ENTITY	Initials
_____	Main Street Manager	_____
_____	Planning & Zoning	_____
_____	Landmark Commission	_____
_____	Economic Development	_____

DATE	ENTITY	Initials
_____	Fire Marshall	_____
_____	City Manager	_____
_____	City Council	_____
_____	Commissioner's Court	_____

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

RESOLUTION NO. 2014-05

A RESOLUTION OF THE COUNTY OF NAVARRO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND THE JACK GUEST TRUST FOR A PROPERTY TAX ABATEMENT IN THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT, 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 The Jack Guest Trust providing for a property 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 the AGREEMENT, and all matters attendant and related thereto, the County of Navarro 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:

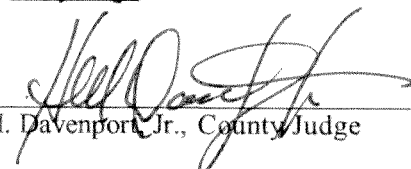
Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.

Section 2. The Mayor 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.

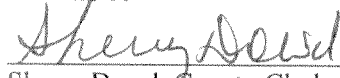
Section 3. That this approval and execution of the AGREEMENT on behalf of the County is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

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

PASSED and APPROVED on this the 24th day of March, 2014.


H. M. Davenport, Jr., County Judge

ATTEST:


Sherry Dowd, County Clerk

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd



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, TEXAS (the "COUNTY"), acting herein by and through its County Judge and hereinafter referred to as COUNTY, and The Jack Guest Trust, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana (the "CITY") passed an Ordinance creating and designating the Corsicana Downtown Revitalization District (the "Reinvestment Zone") for commercial 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 a Historic Downtown Tax Abatement Program; and

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

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

WHEREAS, COUNTY has sent written notice that COUNTY intends to enter into this AGREEMENT, including a copy of this AGREEMENT, to the presiding officer of the governing body of each other taxing unit in which property to be subject to this AGREEMENT is located, as required by Section 312.2041 of the Texas Tax Code; and

WHEREAS, in order to maintain and/or enhance the commercial economic and employment base of the Navarro County area to the long term interest and benefit of the COUNTY, the COUNTY has determined that the contemplated use of the PROPERTY, as hereinafter defined, 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 said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with COUNTY'S Historic Downtown Tax Abatement Program;

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:

**I.
DEFINITIONS**

Whenever 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 specific property to be the subject of this Agreement shall be the Real Property located at 104 South Beaton Street, Corsicana, Texas, including land and improvements, described by legal description including block and lot and map attached hereto as EXHIBITS A and B and made a part hereof, and shall be herein referred to as the PROPERTY.

2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the Property as described in Exhibits "A" and "B" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least Nine Thousand Seven Hundred Thirty Two dollars (\$9,732.00). On or before December 31, 2014, OWNER shall substantially complete all Improvements. 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 CITY.

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).

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 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 and improvements to real property.

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 that are otherwise owed to the COUNTY, shall be frozen at the appraised value of the Property on January 1st of the year in which this Agreement is passed and approved. Said ad valorem real property tax abatement/freeze 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; 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 thereat).

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

3.3 It is understood and agreed among the parties that, at the end of the Abatement term, the real property must remain on the tax rolls at the full appraised value for a minimum of ten (10) years before the property is eligible for tax abatement again.

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 December 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 an amount that, at a minimum, is equal to 20 percent of the most recent valuation of the property, or \$20,000, whichever is less; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Nine Thousand Seven Hundred Thirty Two dollars (\$9,732.00); (c) 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; (d) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) 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 County of Navarro 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 the 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:

Rick Guest
The Jack Guest Trust
630 Bayview Drive
Kerens, TX 75144

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 of Navarro at its regularly scheduled meeting on the 24th day of March, 2014, authorizing the Mayor to execute the Agreement on behalf of the CITY.

6-11 This AGREEMENT was entered into by _____, OWNER, pursuant to authority granted by its Directors/Members/Owners on the day of _____, 2014.

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 this 24th day of March, 2014.

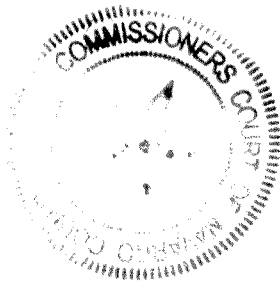
APPROVED:

COUNTY OF NAVARRO

By: [Signature]
H.M. Davenport, Jr., County Judge

ATTEST:

[Signature]
Sherry Dowd, County Clerk



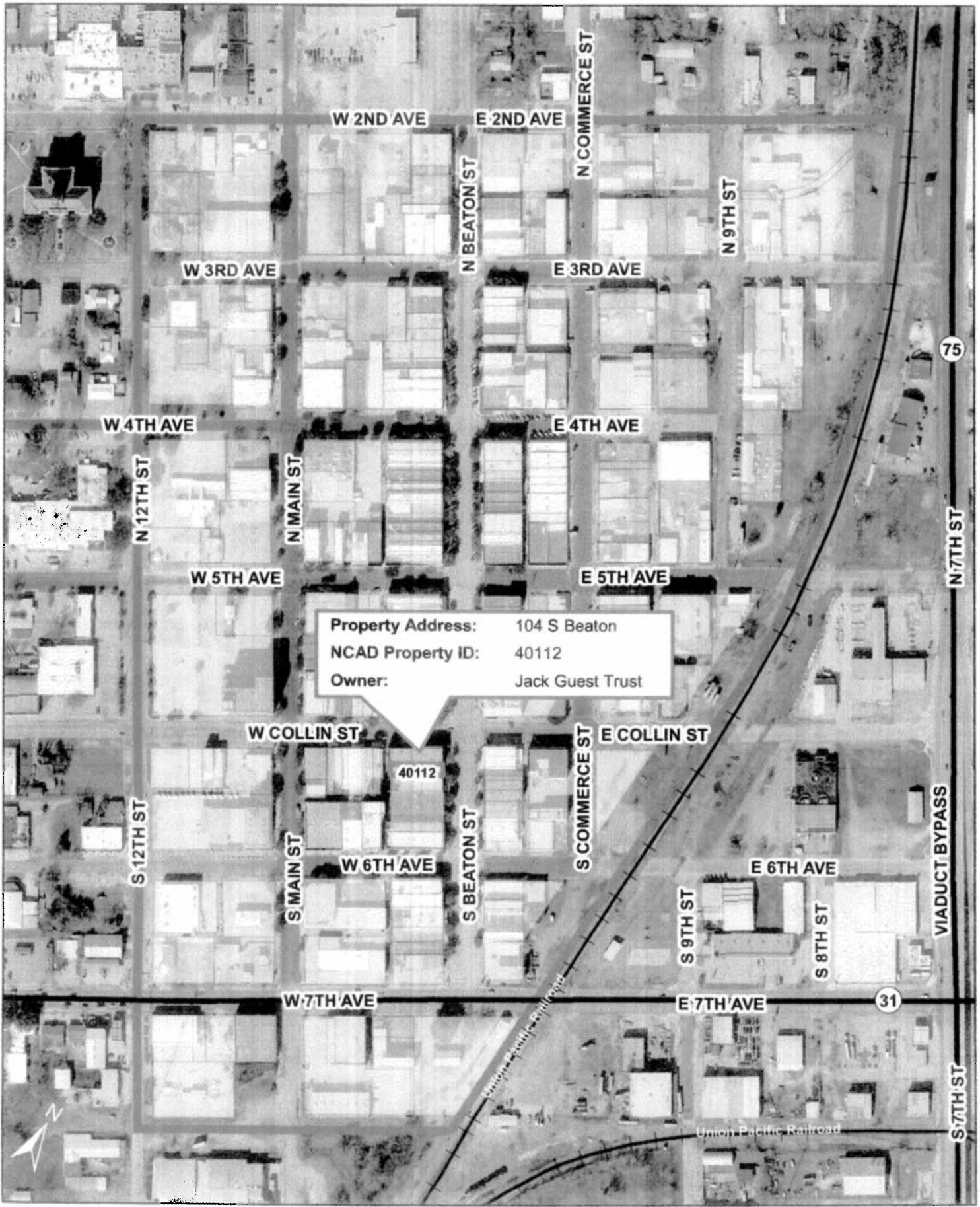
THE JACK GUEST TRUST

By: [Signature]
Name: RICK GUEST
Title: TRUSTEE

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. 2013 Year Tax Statement for the property (from Navarro County Tax Assessor/Collector)
- C. Application for Tax Abatement

Exhibit A
Downtown Revitalization District / Historic Main Street District
Tax Abatement Applicant



Property Address: 104 S Beaton
NCAD Property ID: 40112
Owner: Jack Guest Trust

W COLLIN ST E COLLIN ST

40112

W 6TH AVE

S MAIN ST

S BEATON ST

S COMMERCE ST

S 9TH ST

S 8TH ST

VIADUCT BYPASS

E 7TH AVE

W 7TH AVE

31

S 7TH ST

Union Pacific Railroad

**2014 APPLICATION FOR TAX ABATEMENT CORSICANA
DOWNTOWN REVITALIZATION DISTRICT**

Instructions: Please print or type. Submit the completed and signed original copy of the 2014 Application for Tax Abatement, with attachments, to:
Corsicana Economic Development Department, 200 North 12th Street, Corsicana, Texas 75110.

1. Date of Application: March 11, 2014

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

The Jack Guest Trust
630 Bayview Drive
Kerens, TX 75144

2a. Have you received a previous tax abate
from the City of Corsicana for this prop

No

2b. If yes, when?

3. Property Address: 104 South Beaton Street, Corsicana, TX 75110

4. Navarro Central Appraisal District Property Tax ID 40112

5. Preferred Telephone Number: 903-539-9155 5a. Email: questiesgarage@gmail.com

6. Year Originally Built circa 1885 6a. Tax Value Before Renovation \$48,660

(Please attach Tax Receipt from County Tax Assessor)

7. Will work be done to exterior façade or windows that would require a Certificate
of Appropriateness (COA) approved by Landmark Commission? Yes
(If yes, please attach approved COA)

8. Estimated value of real property improvements 10,000

9. Description of real property improvements to be made (attach additional sheet if necessary):

Renovate and build retail, residential loft apartment development; new roof; build 2 loft apartments, 1 main level
apartment, plus main level retail space; remove and replace storefront to approximate historical look.

10. Estimated Construction Start Date: January 3, 2013 10a. Estimated Completion Date: 5/1/14

11. I certify that this property is located within the boundaries of the Downtown Main Street Commercial District;
that all taxes due on this property have been paid; and that, for exterior modifications to the property, a Certificate
of Appropriateness (COA) will be submitted to the Historic Preservation Officer for review by the Corsicana
Landmark Commission and that work will not commence until the COA is approved.

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: 903-874-0660

Date: 3.11.14

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

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.

FOR INTERNAL USE ONLY:

DATE	ENTITY	Initials
_____	Main Street Manager	_____
_____	Planning & Zoning	_____
_____	Landmark Commission	_____
_____	Economic Development	_____

DATE	ENTITY	Initials
_____	Fire Marshall	_____
_____	City Manager	_____
_____	City Council	_____
_____	Commissioner's Court	_____

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

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Information Technology Department

Memorandum

To: Navarro County Commissioner's Court
CC:
From: Tommy Pryor
Date: 3/18/2014
Re: Work Order System for Information Technology Department

Due to the upcoming move and the fact that various departments will now be in different locations, I need a way to monitor and prioritize issues that come into the IT Department. I am requesting the Commissioner's Court to approve a work order system which when implemented, will work as follows.

Utilizing a free software product called Spiceworks; I will create an internal portal in which all Navarro County users will have access to. In this portal will be an option for a user to enter a ticket with all the pertinent information about any issue he/she may be experiencing that is information technology related. This ticket will be submitted into a queue, along with any other tickets that are outstanding at that time. When I receive this ticket, I will then determine the priority of the issue as it relates to the other issues in the queue. The ticket will then be given an estimated time of resolution and the user will be notified of that time.

The IT Department currently gets phone calls from users when they have an issue. I have no way to determine the importance of an issue as there may be several phone calls within an hour and some are very important some not so important. Also, this will allow me to create a database of issues within the county. This is necessary because I can track issues and if a certain issue keeps happening, I can research the issue as to why/what is causing this problem. I appreciate the commissioner's court backing the IT Department on this issue. The goal of the IT Department is to serve the citizens and employees of Navarro County.

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By [Signature]



#13

Navarro County
December 2013
Financial Report
by Fund

	Budget	Current Month	YTD
General Fund:			
Revenues			
Property Taxes	13,526,391.00	1,234,730.46	3,617,967.65
Other	4,855,543.00	380,954.61	925,392.91
Total	18,381,934.00	1,615,685.07	4,543,360.56
Expenditures			
Commissioner's Court	87,807.00	6,335.78	22,477.49
Planning & Dev.	323,555.00	22,470.64	75,745.00
County Clerk	691,529.00	39,433.39	139,050.09
District Clerk	507,936.00	32,858.53	125,072.30
Veterans' Service	21,457.00	1,626.87	5,338.63
Non Departmental	2,183,800.00	38,389.13	225,906.57
Information Systems	159,380.00	10,225.31	34,225.33
HAVA	18,000.00	0.00	19,701.55
Elections	218,447.00	16,084.87	74,215.82
Courthouse	551,095.00	40,689.14	115,674.74
Extension	227,365.00	14,837.03	61,079.88
Historical Commission	7,500.00	0.00	0.00
County Judge	260,928.00	20,390.85	76,529.45
County Court-at-law	727,326.00	52,243.39	152,153.61
District Court	563,832.00	30,498.00	115,920.93
JP Pct 1	197,463.00	14,237.66	62,543.19
JP Pct 2	194,938.00	14,135.05	59,532.85
JP Pct 3	190,532.00	13,963.51	55,348.53
JP Pct 4	197,492.00	14,225.21	59,746.21
District Attorney	929,948.00	69,237.98	220,562.13
Law Library	5,628.00	118.16	1,220.14
County Auditor	502,931.00	52,811.19	139,495.87
County Treasurer	174,355.00	19,382.07	46,866.30
Tax Assessor/Collector	529,987.00	39,981.66	135,432.11
County Jail	5,044,881.00	368,191.83	1,152,031.56
Constable Pct 1	40,240.00	2,709.86	8,718.68
Constable Pct 2	38,498.00	2,668.84	8,540.34
Constable Pct 3	41,286.00	3,214.63	9,226.22
Constable Pct 4	39,330.00	2,713.52	9,676.36
Sheriff	3,196,009.00	214,827.57	734,119.72
Sheriff Communications	804,735.00	59,638.35	186,142.00
Highway Patrol	93,988.00	7,141.70	28,962.56
License & Weights	3,400.00	70.00	219.95
Emergency Mgt	48,700.00	300.85	18,515.36
CSCD	9,000.00	749.18	1,498.36
Juvenile Expenditures	108,937.00	5,281.68	17,131.38
Indigent Health	500,000.00	0.00	0.00
Total	19,442,235.00	1,231,683.43	4,198,621.21
General Net	(1,060,301.00)	384,001.64	344,739.35



FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-29-14

SHERRY DOWD
County Clerk

Navarro County, Texas
By [Signature]

Navarro County
December 2013
Financial Report
by Fund

	Budget	Current Month	YTD
Flood Control			
Revenues			
Property Taxes	249,046.00	22,496.89	66,015.50
Other	5,000.00	0.00	770.26
Total	254,046.00	22,496.89	66,785.76
Expenditures	350,000.00	3,000.00	9,000.00
Flood Control Net	(95,954.00)	19,496.89	57,785.76
Debt Service			
Revenues			
Property Taxes	490,424.00	45,090.59	132,123.00
Other	1,000.00	0.00	171.74
Total	491,424.00	45,090.59	132,294.74
Expenditures	517,630.00	0.00	0.00
Debt Svc. Net	(26,206.00)	45,090.59	132,294.74
Road & Bridge Pct. 1			
Revenues			
Property Taxes	727,838.00	66,521.57	194,875.53
State of TX	30,817.00	0.00	11,151.42
Vehicle Registration	230,000.00	8,312.50	16,255.00
Fines & Forfeitures	148,000.00	0.00	0.00
Other	3,000.00	0.00	438.10
Total	1,139,655.00	74,834.07	222,720.05
Expenditures			
Personnel	488,595.00	36,087.85	120,900.30
Supplies	570,000.00	33,096.92	79,400.65
Other Svcs & Charges	162,257.00	13,373.14	59,343.49
Capital Outlay	140,478.00	6,289.77	18,869.31
Total	1,361,330.00	88,847.68	278,513.75
R & B #1 Net	(221,675.00)	(14,013.61)	(55,793.70)

Navarro County
December 2013
Financial Report

	Budget	Current Month	YTD
Road & Bridge Pct. 2			
Revenues			
Property Taxes	727,838.00	66,521.57	194,875.53
State of TX	30,817.00	0.00	11,151.41
Vehicle Registration	230,000.00	8,312.50	16,255.00
Fines & Forfeitures	148,000.00	0.00	0.00
Other	25,000.00	25,000.00	25,000.00
Total	1,161,655.00	99,834.07	247,281.94
Expenditures			
Personnel	518,252.00	40,129.04	133,200.20
Supplies	465,000.00	45,047.34	89,153.11
Other Svcs & Charges	283,817.00	2,287.82	12,148.57
Capital Outlay	130,342.00	46,966.17	60,356.35
Total	1,397,411.00	134,430.37	294,858.23
R & B # 2 Net	(235,756.00)	(34,596.30)	(47,576.29)
Road & Bridge Pct. 3			
Revenues			
Property Taxes	727,838.00	66,521.57	194,875.53
State of TX	30,817.00	0.00	11,151.41
Vehicle Registration	230,000.00	8,312.50	16,255.00
Fines & Forfeitures	148,000.00	0.00	0.00
Other	3,000.00	0.00	343.79
Total	1,139,655.00	74,834.07	222,625.73
Expenditures			
Personnel	547,772.00	42,566.56	134,994.06
Supplies	405,000.00	22,857.01	47,047.67
Other Svcs & Charges	203,480.00	5,785.94	14,709.82
Capital Outlay	119,219.00	4,518.22	13,554.66
Total	1,275,471.00	75,727.73	210,306.21
R & B #3 Net	(135,816.00)	(893.66)	12,319.52
Road & Bridge Pct. 4			
Revenues			
Property Taxes	727,838.00	66,521.58	194,875.54
State of TX	30,817.00	0.00	11,151.41
Vehicle Registration	230,000.00	8,312.50	16,255.00
Fines & Forfeitures	148,000.00	0.00	0.00
Other	3,000.00	0.00	599.61
Total	1,139,655.00	74,834.08	222,881.56
Expenditures			
Personnel	504,954.00	32,355.34	107,237.91
Supplies	520,000.00	22,310.56	48,046.29
Other Svcs & Charges	185,017.00	8,080.93	38,870.58
Capital Outlay	69,468.00	5,683.29	12,988.90
Total	1,279,439.00	68,430.12	207,143.68
R & B # 4 Net	(139,784.00)	6,403.96	15,737.88

Navarro County
December 2013
Financial Report
by Fund

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Taxes Recorded for December 2013

General Fund	2,455,872.36	6,073,840.01
Flood Control	44,059.04	110,074.54
Debt Service	88,250.33	220,373.33
Road & Bridge	520,387.43	1,299,889.56
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Total	3,108,569.16	7,704,177.44
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NAVARRO COUNTY, TEXAS
AD VALOREM TAX ALLOCATION
FOR THE MONTH OF DECEMBER, 2013

FUND		AMOUNT
GENERAL		2,455,872.36
DEBT SERVICE		88,250.33
FLOOD CONTROL		44,059.04
ROAD & BRIDGE		
PRECINCT 1	130,096.85	
PRECINCT 2	130,096.86	
PRECINCT 3	130,096.86	
PRECINCT 4	130,096.86	
TOTAL ROAD & BRIDGE		520,387.43
TOTAL ALLOCATION		3,108,569.16

REVOLVING & CLEARING CHECKS SHOULD BE ISSUED TO
THE LISTED FUNDS AS SHOWN ABOVE.

ALLOCATED BY: 

NAVARRO COUNTY, TEXAS
QUARTERLY TEXPOOL INVESTMENT REPORT
For the Quarter Ended December 31, 2013

FUND	BALANCE 9/30/2013	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 12/31/2013	NET CHANGE
Investments held with TexPool:						
Operating Funds	1,347,598.61	251.84	-	55,000.00	1,292,850.45	(54,748.16)
Designated County Funds	258,212.87	49.70	-	-	258,262.57	49.70
State Funds	126,987.05	24.44	-	-	127,011.49	24.44
Agency Funds	365,934.27	69.69	-	-	366,003.96	69.69
TOTAL	2,098,732.80	395.67	-	55,000.00	2,044,128.47	(54,604.33)

Quarter to Date Interest Earned:

Bank Accounts	\$	19,417.43
TexPool Invesments		395.67
Total Interest Earned	\$	19,813.10

TexPool Prime Interest Rate at 12/31/2013: 0.0457%

TexPool Prime Net Asset Value at 12/31/2013: \$ 1.00004

Prepared in compliance with Texas Government Code Section 2256.023 and the Navarro County Investment Policy.

Kathy B. Holloman, County Auditor

Frank L. Hull, III - County Treasurer

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd



918

280

**HIDTA
2014
SF-424 Application**

Texoma HIDTA
G14NT0001A
Navarro County
\$2,554,274.00

Generated On: March 13, 2014

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By Sherry Dowd



200

**OFFICE OF NATIONAL DRUG CONTROL POLICY
FY 2014 HIDTA STATE AND LOCAL INITIATIVES**

INSTRUCTIONS FOR APPLICANTS

Attached are the following documents for your FY 14 funding application:

- Approved FY 14 Budget to the Navarro County for the Multiple Initiative(s).
- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

To submit a grant application for FY 14 HIDTA State and Local Initiative Funding, the following forms must be signed and returned:

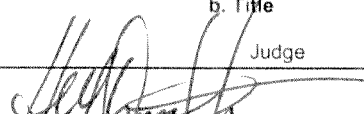
- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

Each of these documents have been completed based upon information submitted for the FY 14 initiatives. If this information is incorrect, contact the National HIDTA Assistance Center for new forms.

These documents must be completed and signed in their entirety and returned with original signatures affixed before the award letter can be initiated.

After completion, the forms should be sent to:

National HIDTA Assistance Center
11200 NW 20th ST, STE 100
Miami, FL 33172
(305) 715-7600

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED 03/13/2014		Applicant Identifier:	
1. TYPE OF SUBMISSION Application Pre-application Construction Construction <input checked="" type="checkbox"/> Non-Construction Non-Construction		3. DATE RECEIVED BY STATE		State Application Identifier	
		4. DATE RECEIVED BY FED AGENCY		Federal Identifier G14NT0001A	
5. APPLICANT INFORMATION					
LEGAL NAME: Navarro County			ORGANIZATIONAL UNIT:		
Organizational DUNS: 071371363					
ADDRESS (Give city, county, State and Zip Code) Navarro County 300 W 3rd Avenue Corsicana, TX 75110			Name and telephone number of person to be contacted on matters involving this application (give area code) Director Lance Sumpter		
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 1756001092A1			7. TYPE OF APPLICANT: (Enter appropriate letters in box) A. State H. Independent School District B. County I. State Controlled Institution of Higher Learning C. Municipal J. Private University D. Township K. Indian Tribe E. Interstate L. Individual F. Inter-municipal M. Profit Organization G. Special District N. Other		
8. TYPE OF APPLICATION S New Continuation Revision If revision, enter appropriate letter(s) in box(es) <input type="checkbox"/> <input type="checkbox"/> (Specify) _____ A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other (specify) _____			9. NAME OF FEDERAL AGENCY ONDCP		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER (CFDA): 95.001			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Multiple		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):					
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF			
Start Date	Ending Date	a. Applicant		b. Project	
1/1/2014	12/31/2015				
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?			
a. Federal	\$2,554,274.00	a. YES. This preapplication/application was made available to the State Executive order 12372 process for b. Applicant review on: <input type="checkbox"/> Date: _____ b. No. <input type="checkbox"/> Program is not covered by E.O. 12372 <input type="checkbox"/> or program has not been selected by state for review			
b. Applicant					
c. State					
d. Local					
e. Other					
f. Program Income		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? Yes If "Yes", attach an explanation <input checked="" type="checkbox"/> No			
g. Total	\$2,554,274.00				
TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Type Name of Authorized Representative H. M. Davenport		b. Title Judge		c. Telephone 903.654.3095	
d. Signature of Authorized Representative 		e. Date Signed 3-31-14			

Instructions for the sf424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET; SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre applications and application submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item: Entry:

1. Self -Explanatory.
2. Data application submitted to Federal Agency (or State if applicable) & applicant's control number (if applicable).
3. State use only (if applicable).
4. Enter Date Received by Federal Agency, Federal identification number: if this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.
5. Enter a legal name of applicant, name of primary organizational unit (including division is applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, email and fax of the person to contact on matters related to this application.
6. Enter employer Identification Number (EIN) as assigned by the Internal Revenue Service.
7. Enter the appropriate letter in the space provided.
8. Check appropriate box and enter appropriate letter(s) in the space(s) provided;
 - "New " means a new assistance award
 - "Continuation" means any change in the Federal Government's financial obligation or contingent liability from an existing obligations
 - "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.
9. Name of Federal agency from which assistance is being requested with this application.
10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.
11. Enter a brief descriptive title of project. If more than one program is involved, you should append an explanation on

Item: Entry:

- a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre application, use a separate sheet to provide a summary description of this project.
12. List only the largest political entities affected (e.g., State, counties, cities).
13. Self- Explanatory.
14. List the applicant's Congressional-District and any District(s) affected by the program or project.
15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decrease, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
16. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.

Section C - Non-federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Resources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. Total (sum line 8 - 11)	\$	\$	\$	\$

SECTION D – FORCASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$2,554,274.00	\$638,568.50	\$638,568.50	\$638,568.50	\$638,568.50
14. Non-Federal					
15. TOTAL (sum of 13 and 14)	\$	\$	\$	\$	\$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(b) First	(c) Second	(d) Third	(e) Fourth
16.				
17.				
18.				
19.				
20.				

SECTION F – OTHER BUDGET INFORMATION

21. Direct Charges	22. Indirect Charges
23. Remarks	

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INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT OT THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instruction

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines, which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Section A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 column (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For application pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in column (b). For application pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in column (a) and the respective catalog number on each line in column (b).

For application pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than

one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, column (c) through (g)

For new application, leave columns (c) and (d) blank. For each line entry in Column (a) and (b), enter in Column (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in column (c) and (d) the estimated amounts of funds which will remain not obligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in column (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in column (g) should be the sum of amounts in Column (e) and (f).

For supplemental grants and changes to existing grants, do not use column (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in column (f) the amount of the increase or decrease of non-federal funds. In Column (g) enter the new total budgeted amount (Federal and non-federal which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in column (e) and (f). The amount(s) in column (g) should not equal the sum of amounts in column (e) and (f).

Line 5- Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on line 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-I- Show the totals of Lines 6a to 6h in each column.

Line 6j- Show the amount of indirect cost.

Line 6K- Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in column (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, column (e) and (f) on Line 5.

Line 7- Enter the estimated amount of income, if any expected to be generated from this project. Do not add or subtract this amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) Enter the program titles identical to column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) Enter the contribution to be made by the applicant.

Column (c) Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) Enter the amount of cash and in-kind contribution to be made from all other sources.

Column (e) Enter total of column (b),(c), and (d).

Line 12- Enter the total for each of column (b)-(e). The amount in column (e) should be equal to the amount on Line 5, column (f) section A.

Section D. Forecasted Cash Needs

Line 13 Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 -Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19- Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding period (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20- Enter the total for each of the Column (b)-(e). When additional schedules are prepared for this section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22- Enter the types of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23- Provide any other explanations or comments deemed necessary.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

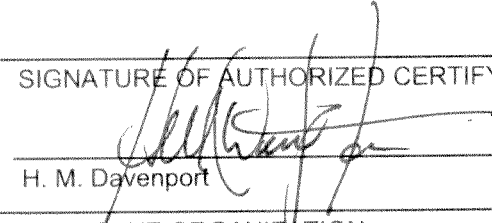
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. U. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U. S. C. 276a to 276a – 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  H. M. Davenport	Title Judge
APPLICANT ORGANIZATION Navarro County	Date Submitted 3-31-14

BUDGET INFORMATION – CONTRUCTION PROGRAMS

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case your will be notified

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a-b)
1. Administrative and legal expenses			
2. Land, structures, rights of way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Miscellaneous			
12. SUBTOTAL (sum of lines 1 – 11)			
13. Contingencies			
14. SUBTOTAL			
15. Project (program) income			
16. TOTAL PROJECT COSTS (subtract # 15 from # 14)			

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows (Consult Federal agency for Federal percentage share). Enter resulting Federal share.	Enter eligible costs from line 16c Multiply X _____ %
--	---

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INSTRUCTION FOR THE SF 424-C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previous Un-funded] assistance award); (2) "Continuation" (means funding in a succeeding budget which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal government's financial obligation or contingent liability from an existing obligation). If there is no change in the award amount there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to the effect minor (no cost) changes. If you have questions please contact the Federal agency.

Column a.- If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."

If this application entails a change to an existing award, enter the eligible amounts approved under the previous award for the items under "COST CLASSIFICATION"

Column b. If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal Assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column c. This is the net of line 1 through 16 in columns "a" and "b".

Line 1- Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchase of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s) of way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated cost related to relocation advisory assistance, replacement housing, and relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimate basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g. salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c" by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES – CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

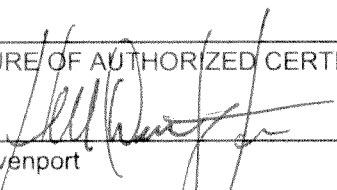
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regards to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit system for programs funded under one of the nineteen statutes or regulations specified in appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900 Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the comprehensive alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient record; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases
12. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), The contract Work hours and safety Standards Act (40 U. S. C. 327-333) regarding labor standards for federally assisted construction sub-agreements.
14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more
15. Will comply with environmental standards which may be prescribe pursuant to the following: (a) institution of environmental quality control measures under the National environmental policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazard in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the wild and scenic rivers act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p>  <p>H. M. Davenport</p>	<p>Title</p> <p>Judge</p>
<p>APPLICANT ORGANIZATION</p> <p>Navarro County</p>	<p>Date Submitted</p> <p>3-31-14</p>

OFFICE OF NATIONAL DRUG CONTROL POLICY

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements

The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than \$100,000 in grants funds must also certify regarding lobbying activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB 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 Office of National Drug Control Policy determines to award the covered cooperative agreement

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 applicant 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 sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)

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 applicant 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.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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

A. The applicant 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;
- (d) 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);
- (e) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (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;
- (f) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;
- (g) 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;
- (h) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state,

zip code)

Navarro County

Check ☐ if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

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

- A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and
- B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant 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 NONDISCRIMINATIN STATUTES AND IMPLEMENTING REGULATIONS

The applicant 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 if 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 et 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

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

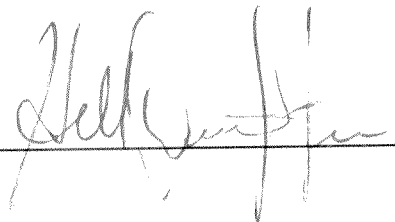
Grantee Name and Address: **Navarro County**
300 W 3rd Avenue
Corsicana, TX 75110

Application Number and/or Project Name: **G14NT0001A**
Multiple

Grantee IRS/Vendor Number: **1756001092A1**

Type Name and Title of Authorized Representative: **H. M. Davenport**
Judge

5. Signature:



6. Date:

3-25-14


DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> b. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action</p> <p><input checked="" type="checkbox"/> b. bid/offer/application</p> <p>b. Initial award</p> <p>c. post-award</p>	<p>3. Report Type</p> <p><input checked="" type="checkbox"/> a. Initial filing</p> <p>b. material change</p> <p>For Material Change only</p> <p>Year: _____ Quarter: _____</p> <p>Date of last report: _____</p>
<p>4. Name and Address of reporting Entity</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if unknown:</p> <p>Navarro County 300 W 3rd Avenue Corsicana, TX 75110</p> <p>Congressional District, if known</p>	<p>5. If reporting entity in No. 4 is Subawardee, Enter name and address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p> <p>ONDCP</p>	<p>7. Federal Program Name/Description:</p> <p>HIDTA</p>	
<p>8. Federal Action Number, if known</p> <p>G14NT0001A</p>	<p>9. Award Amount, if known</p> <p>\$2,554,274.00</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p>None</p>	<p>b. Individuals Performing Services (including address if (if individual, last name, first name, MI) different from No. 10a) last name, first name, MI)</p> <p>None</p>	

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

<p>11. Amount of Payment (check all that apply):</p> <p>\$ <u>N/A</u> actual _____ planned _____</p>	<p>13. Type of Payment (check all that apply):</p> <p>_____ a. retainer</p> <p>_____ b. one-time fee</p> <p>_____ c. commission</p> <p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify: nature _____ value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>HIDTA Related Initiatives</p> <p>(attach Continuation Sheet (s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes <input checked="" type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: H. M. Davenport</p> <p>Title: Judge</p> <p>Telephone No.: _____</p> <p>Date: <u>3-25-14</u></p>
<p>Federal Use Only: _____</p> <p>Authorized for local reproduction Standard Form - LLL</p>	



March 17, 2014

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

RECEIVED
MAR 18 2014
NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G14NT0001A) has been awarded in the amount of \$2,554,274. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Texoma HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Andree Clark at (202) 395-6692.

Sincerely,

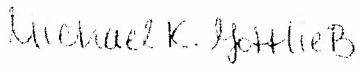
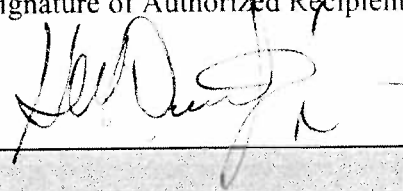
Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT
DATE 3-24-14
SHERRY DOWD
County Clerk
Navarro County, Texas
By *Sherry Dowd*



Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110		4. Award Number: G14NT0001A	
		5. Grant Period: From 01/01/2014 to 12/31/2015	
1A. Recipient IRS/Vendor No.: 1756001092A1	6. Date: 3/17/2014	7. Action <input checked="" type="checkbox"/> Initial Supplemental	
Subrecipient Name and Address	8. Supplement Number		
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:		
3. Project Title Multiple	10. Amount of This Award:		\$2,554,274
	11. Total Award:		\$2,554,274
12. The above Grant is approved subject to such conditions or limitations as are set forth on the five attached pages.			
13. Statutory Authority for Grant: Public Law 113-76			
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 		17. Signature of Authorized Recipient/Date 	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1		19. HIDTA AWARD OND1070DB1415XX OND6113 OND2000000000 OC 410001	

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to Title 2 of the Code of Federal Regulations, as well as the following:
 - by reference, the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:
 - OMB Circular A-21 “Cost Principles for Educational Institutions.” (Codified at 2 CFR Part 220)
 - OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal Governments.” (Codified at 2 CFR Part 225)
 - OMB Circular A-102 “Grants and Cooperative Agreements with State and Local Governments.” (Codified at 21 CFR 1403)
 - OMB Circular A-110 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.” (Codified at 2 CFR Part 215)
 - OMB Circular A-122 “Cost Principles for Nonprofit Organizations.” (Codified at 2 CFR Part 230)
 - “Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments,” (Codified at 21 CFR Part 1403)
 - Grants Management Common Rule for State and Local Units of Governments,” (Codified at 21 CFR Part 1404)
 - “Government-wide Debarment and Suspension (Nonprocurement),” (Codified at 21 CFR Part 1404)
 - “Government-wide Requirements for Drug-free Workplace (Financial Assistance)” (Codified at 21 CFR Part 1405)
 - “New Restrictions on Lobbying” (Codified at 28 CFR Part 69)
2. Audits conducted pursuant to OMB Circular A-133, “Audits of State and Local Governments”, must be submitted no later than 9 months after the close of the grantee’s audited fiscal year. A copy of the audit report and management letter must be sent to:

EOP/ONDCP

Attention: Michael Reles

GSD/RDF (202) 395-6608

Anacostia Naval Annex

Bldg 410/Door 123

250 Murray Lane, SW

Washington, DC 20509

or:

mreles@ondcp.eop.gov

3. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.
4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent (s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HIDTA participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
6. **Grantees and subgrantees are advised of the new OMB grants “supercircular,” Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, some provisions of which may begin to supersede the provisions of pre-existing OMB grants circulars over the term of this grant. ONDCP will also be adopting conforming regulations in 2014. ONDCP will provide you with updates moving forward. For more information about the supercircular, please visit www.cfo.gov/COFAR, which includes links to related online training and FAQs.**

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP’s HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP’s HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.
7. Property acquired with these HIDTA grant funds is to be used for activities of the Texoma HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days and before another advance or reimbursement will be approved.
2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Morgan
Division of Payment Management
Department of Health and Human Services


Via U.S. Postal Mail:
P.O. Box 6021
Rockville, MD 20852

Via FedEx:
7700 Wisconsin Avenue
10th Floor
Bethesda, MD 20814

4. The grantee or subgrantee may keep interest amounts up to \$100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____



Date: _____

3-25-14

Name: _____

H. M. Davenport

Organization: _____

Navarro County

Initiative Cash by HIDTA

FY 2014

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Texoma	Navarro County Sheriff's Office	Commercial Smuggling Initiative	92,180.00	Investigation	G14NT0001A
		East Texas Violent Crimes Initiative	37,148.00	Investigation	G14NT0001A
		Eastern Drug Initiative	225,000.00	Investigation	G14NT0001A
		Management and Coordination	426,866.00	Administration	G14NT0001A
		North Texas SAR	1,000.00	Investigation	G14NT0001A
		Northern Drug Initiative	77,000.00	Investigation	G14NT0001A
		Operations Support Center	755,529.00	Operations Support	G14NT0001A
		Regional Intelligence Support Center	677,580.00	Intelligence	G14NT0001A
		Southern Money Laundering Initiative	9,236.00	Investigation	G14NT0001A
		Training	46,435.00	Operations Support	G14NT0001A
		Violent Crime Initiative	58,500.00	Investigation	G14NT0001A
		Western Drug Initiative	147,800.00	Investigation	G14NT0001A
		Agency Total : Navarro County Sheriff's Office	2,554,274.00		
Total			2,554,274.00		

Budget Detail

2014 - Texoma

Initiative - Commercial Smuggling Initiative

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	6	\$86,000.00
Total Overtime		\$86,000.00
Services	Quantity	Amount
Communications - data lines		\$6,180.00
Total Services		\$6,180.00
Total Budget		\$92,180.00

Budget Detail

2014 - Texoma

Initiative - East Texas Violent Crimes Initiative

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	17	\$6,000.00
Total Overtime		\$6,000.00
Services	Quantity	Amount
Communications - data lines		\$3,800.00
Communications - mobile phones & pagers		\$22,000.00
Total Services		\$25,800.00
Supplies	Quantity	Amount
Office		\$2,000.00
Software - licenses		\$3,348.00
Total Supplies		\$5,348.00
Total Budget		\$37,148.00

Budget Detail

2014 - Texoma

Initiative - Eastern Drug Initiative

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	15	\$200,000.00
Total Overtime		\$200,000.00
Services	Quantity	Amount
Communications - data lines		\$2,000.00
Communications - mobile phones & pagers		\$20,000.00
Total Services		\$22,000.00
Supplies	Quantity	Amount
Office		\$3,000.00
Total Supplies		\$3,000.00
Total Budget		\$225,000.00

Budget Detail

2014 - Texoma

Initiative - Management and Coordination

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Personnel	Quantity	Amount
Administrative Staff		\$71,805.00
Financial Manager		\$112,434.00
Total Personnel		\$184,239.00
Fringe	Quantity	Amount
Administrative staff		\$24,062.00
Financial Manager		\$31,778.00
Total Fringe		\$55,840.00
Travel	Quantity	Amount
Administrative		\$8,000.00
Total Travel		\$8,000.00
Services	Quantity	Amount
Communications - data lines		\$1,080.00
Communications - mobile phones & pagers		\$2,300.00
Contractor - Director		\$166,707.00
Insurance - Director's liability		\$2,700.00
Vehicle allowance		\$6,000.00
Total Services		\$178,787.00
Total Budget		\$426,866.00

Budget Detail

2014 - Texoma

Initiative - North Texas SAR

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Supplies	Quantity	Amount
Office		\$1,000.00
Total Supplies		\$1,000.00
Total Budget		\$1,000.00

Budget Detail

2014 - Texoma

Initiative - Northern Drug Initiative

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	10	\$60,000.00
Total Overtime		\$60,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$12,000.00
Total Services		\$12,000.00
Supplies	Quantity	Amount
Office		\$5,000.00
Total Supplies		\$5,000.00
Total Budget		\$77,000.00

Budget Detail

2014 - Texoma

Initiative - Operations Support Center

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Personnel	Quantity	Amount
Information Technology Manager		\$86,489.00
Total Personnel		\$86,489.00
Fringe	Quantity	Amount
Information Technology Manager		\$24,175.00
Total Fringe		\$24,175.00
Facilities	Quantity	Amount
Lease		\$315,000.00
Support		\$40,000.00
Utilities		\$44,400.00
Total Facilities		\$399,400.00
Services	Quantity	Amount
Communications - data lines		\$12,000.00
Communications - office phones		\$14,500.00
Contractor - Information Technology staff		\$82,415.00
Equipment rentals		\$7,600.00
Service contracts		\$6,600.00
Shipping & postage		\$4,000.00
Software - maintenance		\$11,000.00
Subscriptions - publications		\$350.00
Total Services		\$138,465.00
Equipment	Quantity	Amount
Computers - desktop, laptop & notebook		\$35,000.00
Total Equipment		\$35,000.00
Supplies	Quantity	Amount
Office		\$5,000.00
Software - licenses		\$2,000.00
Total Supplies		\$7,000.00
Other	Quantity	Amount
Administrative costs		\$65,000.00
Total Other		\$65,000.00
Total Budget		\$755,529.00

Budget Detail

2014 - Texoma

Initiative - Southern Money Laundering Initiative

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$9,236.00
Total Services		\$9,236.00
Total Budget		\$9,236.00

Budget Detail

2014 - Texoma

Initiative - Training

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP) **\$2,554,274.00**

Travel	Quantity	Amount
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Training		\$19,000.00
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Total Travel		\$19,000.00
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Services	Quantity	Amount
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Contractor - Training Coordinator		\$27,435.00
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Total Services		\$27,435.00
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Total Budget		\$46,435.00
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Budget Detail

2014 - Texoma

Initiative - Violent Crime Initiative

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)

\$2,554,274.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	3	\$37,000.00
Total Overtime		\$37,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$16,000.00
Service contracts		\$1,900.00
Total Services		\$17,900.00
Supplies	Quantity	Amount
Office		\$3,600.00
Total Supplies		\$3,600.00
Total Budget		\$58,500.00

Budget Detail

2014 - Texoma

Initiative - Western Drug Initiative

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer		\$127,000.00
Total Overtime		\$127,000.00
Services	Quantity	Amount
Communications - data lines		\$3,800.00
Communications - mobile phones & pagers		\$13,000.00
Investigative services		\$2,000.00
Total Services		\$18,800.00
Supplies	Quantity	Amount
Office		\$2,000.00
Total Supplies		\$2,000.00
Total Budget		\$147,800.00

520

**CITY OF CORSICANA & NAVARRO COUNTY
JOINT WORK SESSION**

Conference Room/Navarro County Courthouse

300 West 3rd Avenue

Monday, March 24, 2014 @ 1:00 p.m.

A G E N D A

1. Call to Order.
2. Discuss contributions for shared services, to include:
 - * Economic Development
 - * Library
 - * Animal Shelter
 - * Housing of City Prisoners
 - * Fire and Fire Investigation Services
 - * Transport of Mental and Juvenile Detainees
 - * EMS/Ambulance Service
3. Adjourn.

*** The conference room is located in the basement of the Courthouse. Due to construction, please enter the building at the northwest or northeast entrance on the basement level.

FILED FOR NAVARRO COUNTY

COMMISSIONERS COURT

DATE 3-24-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By Sherry Dowd



Budget Detail

2014 - Texoma

Initiative - Regional Intelligence Support Center

Award Recipient - Navarro County (G14NT0001A)

Resource Recipient - Navarro County Sheriff's Office

Awarded Budget (as approved by ONDCP)		\$2,554,274.00
Personnel	Quantity	Amount
Administrative Staff	1	\$44,275.00
Analyst - Intelligence	8	\$330,626.00
Total Personnel		\$374,901.00
Fringe	Quantity	Amount
Administrative staff	1	\$18,055.00
Analyst - Intelligence	6	\$117,462.00
Total Fringe		\$135,517.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer		\$1,000.00
Total Overtime		\$1,000.00
Travel	Quantity	Amount
Investigative/Operational		\$1,500.00
Total Travel		\$1,500.00
Services	Quantity	Amount
Communications - data lines		\$4,320.00
Contractor - Analyst - Intelligence	2	\$109,342.00
Service contracts		\$1,000.00
Software - maintenance		\$10,000.00
Subscriptions - database		\$27,000.00
Total Services		\$151,662.00
Supplies	Quantity	Amount
Office		\$7,000.00
Software - licenses		\$6,000.00
Total Supplies		\$13,000.00
Total Budget		\$677,580.00



Library Services:

The Corsicana Public Library is a full-service community library accredited by the Texas State Library and Archives Commission.

Library services include:

- Computer Access with internet, 14pc's
- Wi-Fi Access
- Electronic Books
- Interlibrary Loan
- E-Reader checkouts
- Fax, photocopier
- Proctoring of examinations
- Videophone for the hearing impaired
- A total collection of over 83,000 items
- 58,000 books, media, and magazines available for circulation.
- Reference materials for research
- Professional reference, research assistance and readers advisory
- Remote access to Library on-line catalog and subscriber databases
- Texshare databases
- Storytime, Summer Reading Club, programs in the meeting room (sound system and screen).
- Monthly topical displays
- The Liz Gillispie Genealogy Department containing more than 25,000 items

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT

DATE 3-24-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By [Signature]





Library Statistics:

2014 FY Budget \$477,289

County Contribution: \$30,000= 6.3% of total budget

Corsicana Public Library Card Holders 3/19/14 (16,504)

City	9,806	59.4%
County	6,027	36.5%
Out of County	671	4.1%

Corsicana Public Library Circulation Statistics Calendar Year 2013 (111,487)

City	63,382	56.9%
County	43,584	39.1%
Out of County	4,521	4.0%

Navarro County Library Service Population FY 2014

Corsicana Public Library	45,030	93.8%
Kerens Public Library	2,984	6.2%

FILED FOR NAVARRO COUNTY
 COMMISSIONERS COURT
 DATE 3-24-14
 SHERRY DOWD
 County Clerk
 Navarro County, Texas
 By Sherry Dowd





Randy S. Bratton

Chief of Police

903-654-4900

rbratton@ci.corsicana.tx.us

Ron W. McGaha

Assistant Chief of Police

903-654-4922

rmcgaha@ci.corsicana.tx.us

Nori Rhodes

Patrol Support Captain

903-654-4919

lrhodes@ci.corsicana.tx.us

FILED FOR NAVARRO COUNTY
COMMISSIONERS COURT

DATE 3-24-14

SHERRY DOWD

County Clerk

Navarro County, Texas

By [Signature]



TO: City Manager Connie Standridge

FROM: Chief of Police Randy Bratton *RB*

CC: Animal Services Manager Melony Jordan

SUBJECT: Corsicana Animal Shelter Funding Request from Navarro County

DATE: Wednesday, March 19, 2014

In 2013, the Corsicana Animal Shelter took custody of a total of 940 animals from the County, including other municipalities located in the County (see attached 2013 Animal Shelter Impoundment Report). This represents 36.5% of the total number (2575) of animals that were impounded at the Animal Shelter in 2013 compared to 35% in 2012. Of the 940 animals impounded, 29 total animals were from Kerens (7), Blooming Grove (7), Rice (13), and Frost (2). Deducting the 29 animals from the total 940 County animals impounded, lowers the Navarro County total to 911 and the total percentage to 35%. These municipalities pay \$50 per animal to leave the animal at the Shelter. If the County was charged \$50 per animal that was impounded at the shelter, the cost to the County would be \$45,550 based on 2013 figures compared to \$46,200 based on 2012 figures.

The Animal Shelter's budget for FY 2013/2014 is \$170,878. Thirty-five percent (35%) percent of \$170,878 is \$59,807.

For FY 2014/2015, I recommend we enter into an Interlocal Agreement with the County of Navarro and increase the County funding from \$30,000 to \$59,807. This would represent 35% of the Animal Shelter's current budget. The last two years only \$30,000 was budgeted by the County. If the FY 2014/2015 funding stayed at the current level of \$30,000 a year, it would represent only 17.5% of the shelter's total budget.

The proposed Interlocal Agreement with Navarro County includes providing limited Animal Control assistance to the County when large amounts of animals are needed to be secured. The services will also continue to allow county residents in unincorporated areas to drop off strays and owner owned animals for a \$15 fee per animal, which is the same fee the shelter charges Corsicana residents. The agreement does not include costs incurred for medical treatment by a veterinarian.

Animal Services Manager Melony Jordan and I will be glad to address any questions you or any City Councilmember or County official may have.

Animal Shelter Report

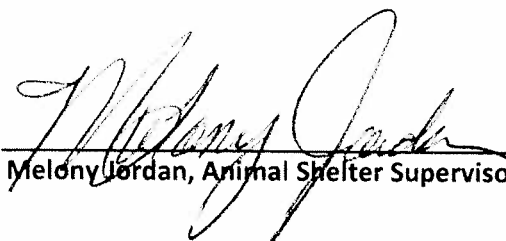
December 2013

Impoundments	This Month	% of Total	Previous Month	% of Total	YTD	Last YTD	% Change
City Animals:							
Animal Control	61	29.9%	43	27.0%	785	644	21.9%
Owner Release	21	10.3%	6	3.8%	230	250	-8.0%
Stray	40	19.6%	69	43.4%	608	766	-20.6%
Born at Shelter	0	0.0%	0	0.0%	0	79	-100.0%
Quarantine	2	1.0%	0	0.0%	12	18	-33.3%
Total City Animals	124	60.8%	118	74.2%	1635	1757	-6.9%
County Animals							
Owner Release	59	28.9%	14	8.8%	542	412	31.6%
Stray	18	8.8%	23	14.5%	362	486	-25.5%
Quarantine	3	1.5%	0	0.0%	7	26	-73.1%
Other Navarro County Agencies:							
Release	0	0.0%	4	2.5%	29	21	38.1%
Total County Animals	80	39.2%	41	25.8%	940	945	-0.5%
TOTAL IMPOUNDED	204		159		2575	2702	-4.7%

Disposition		% of Total Impounded	Previous Month	% of Total Impounded	YTD	Last YTD	% Change
Adopted							
Dogs	19	9.3%	8	5.0%	175	218	-19.7%
Puppies	6	2.9%	5	3.1%	84	268	-68.7%
Cats	6	2.9%	0	0.0%	36	54	-33.3%
Kittens	9	4.4%	11	6.9%	83	60	38.3%
TOTAL ADOPTED	40	19.6%	24	15.1%	378	600	-37.0%
Redeemed							
Dogs	11	5.4%	10	6.3%	139	115	20.9%
Puppies	1	0.5%	0	0.0%	13	10	30.0%
Cats	0	0.0%	2	1.3%	3	1	200.0%
Kittens	0	0.0%	0	0.0%	0	0	0.0%
Livestock	0	0.0%	0	0.0%	5	7	-28.6%
TOTAL REDEEMED	12	5.9%	12	7.5%	160	133	20.3%
Rescued							
Dogs	2	1.0%	2	1.3%	51	78	-34.6%
Puppies	1	0.5%	1	0.6%	16	34	-52.9%
Cats	0	0.0%	1	0.6%	9	23	-60.9%
Kittens	0	0.0%	0	0.0%	17	22	-22.7%
Wildlife	3	1.5%	2	1.3%	24	17	41.2%
TOTAL RESCUED *	6	2.9%	6	3.8%	117	174	-32.8%
GRAND TOTAL	58		42		655	907	-27.8%
Wildlife Relocated							
Wildlife Relocated	0	0.0%	3	1.9%	43	30	43.3%

Disposition	This Month	% of Total Euthanized	Previous Month	% of Total Euthanized	YTD	YTD % of Total Euthanized	Last YTD	% Diff.
Euthanized: (Note some of these animals may have been impounded in previous months.)								
Aggressive	44	24.6%	24	38.7%	451	25.79%	271	66.4%
Sick &/or Injured	70	39.1%	14	22.6%	634	36.25%	572	10.8%
No Room	65	36.3%	24	38.7%	664	37.96%	446	48.9%
Total Euthanized	179		62		1749		1289	35.7%
Rabies Shipment:								
Dog	0	0.0%	0		4		31	
Kittens	0	0.0%	0		0		0	
Wildlife	0	0.0%	0		8		7	
Puppies	0	0.0%	0		0		1	
Cats	0	0.0%	0		0		0	
Total Euthanized for Rabies Shipments	0		0		12	0.68%	39	-69.2%
GRAND TOTAL EUTHANIZED	179	87.7%	62	39.0%	1761	68.39%	1328	32.6%

Volunteers	Hours This Month	Hours Last Month
Court Appointed	0.00	0.00
Philanthropy	47.50	116.25


 Melony Jordan, Animal Shelter Supervisor

3-20-14
 Date