NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 14th, day of January, 2019 at 10:00 a.m., in the Commissioners Courtroom of the Navarro County Courthouse 300 W. 3rd Ave., in Corsicana, Texas. Presiding Judge HM Davenport Jr. Commissioners present Jason Grant, Eddie Moore, and James Olsen.

- 1. 10:01 A.M. Motion to convene by Comm. Olsen sec by Comm. Moore Carried unanimously
- 2. Opening prayer by Judge Davenport
- 3. Pledge of Allegiance
- 4. Public Comment-No comments

Consent Agenda

Motion to approve consent agenda items 5-8 by Comm. Olsen sec by Comm. Moore Carried unanimously

- 5. Motion to approve and pay bills as submitted by the County Auditor, including Utilities, (1/7/2019) Current bills, (paid 1/14/2019) and payroll, (paid 1/15/2019)

 TO WIT PG 5-22
- 6. Motion to approve approving Cellular Phone Allowance Authorization for Navarro County Commissioner Pct. 2

 23
- 7. Motion to approve to pay bills for Pct. 3 without Purchase Orders on January 14, 2019

 TO WIT PG 24-27
- 8. Motion to approve to pay bills for Pct 4. without Purchase Orders on January 14, 2019

 TO WIT PG 28-30

Action Items

- 9. No action taken on burn ban (burn ban remains off)
- 10. Motion to approve a conveyance of Property to the City of Emhouse, Pct. 1 by Comm. Grant sec by Comm. Olsen

 Carried unanimously

 TO WIT PG 31-34

- Motion to approve Independent Contractor Agreement between Navarro County, Texas and Texoma HIDTA and Dan Cauble by Comm. Moore sec by Comm. Grant TO WIT PG 35-45

 Carried unanimously
- 12. Motion to approve service agreement between Zayo Group Internet Service and Texoma HIDTA by Comm. Olsen sec by Comm. Moore Carried unanimously

 TO WIT PG 46-48
- 13. Motion to approve purchase of engineering and equipment for the LPR Project from Sole Source purchase vendor (Selex ES, Inc.) in the amount of \$83,750.00 by Comm. Grant sec by Comm. Moore

 Carried unanimously

 TO WIT PG 49-54
- 14. Motion to approve purchase of engineering and equipment for the LPR Project from Sole Source purchase vendor (Selex ES, Inc.) in the amount of \$42,500.00 for Texoma HIDTA by Comm. Moore sec by Comm. Olsen Carried unanimously

 TO WIT PG 55-61
- Motion to approve purchase of engineering and equipment for the LPR Project form Sole Source purchase vendor (Selex ES, Inc.) in the amount of \$22,115.00 for Texoma HIDTA by Comm. Olsen sec. by Comm. Grant Carried unanimously

 TO WIT PG 62-67
- 16. Motion to approve purchase of engineering and equipment for the LPR Project from Sole Source purchase vendor (Selex ES, Inc.) in the amount of \$21,695.00 for Texomas HIDTA by Comm. Grant sec by Judge Davenport Carried unanimously

 TO WIT PG 68-73
- 17. Motion to approve Tax Abatement between Navarro County, and Sweet Tangerine LLC by Comm. Olsen sec by Comm. Moore Carried unanimously

 TO WIT PG 74-80
- 18. Motion to approve Tax Abatement between Navarro County, and N&N Land LLC by Comm. Grant sec by Comm. Moore

 TO WIT PG 81-87

 Carried unanimously
- Motion to approve Tax Collection Report for December 2019, Mike Dowd by Comm. Olsen sec by Comm. Grant TO WIT PG 88-94
 Carried unanimously

- 20.. Motion to approve Contract for Election Services with Cities, Schools, and other Political Subdivisions in Navarro County for the May 4, 2019 Elections by Comm. Grant sec by Comm. Olsen

 Carried unanimously
- 21. Motion to approve the posting of closing 840 feet of SW 2025 in Pct. 3 by Comm. Moore sec by Comm. Grant Carried unanimously
- 22. Motion to approve Elected Official Bonds from November 6, 2018 Election by Judge Davenport sec by Grant Carried unanimously
- 23. Motion to approve to Implement Employee Acknowledgement Form for valid commercial Driver's License requirement by Comm. Olsen sec by Comm. Moore Carried unanimously

 TO WIT PG 141
- 24. Motion to approve the consolidation of the Pursley Volunteer Fire Department and the Purdon Volunteer Fire Department contingent upon all necessary paper work or discussion being done by Comm. Olsen sec by Comm. Grant Carried unanimously
- 25. Motion to approve Volunteer Fire Department Contracts by Comm. Grant sec by Comm. Moore

 Carried unanimously

 TO WIT PG 142-151
- Motion to approve a Resolution Authorizing Navarro County to Self-Insure against losses covered under the bond of Former Criminal District Attorney Hon.
 R. Lowell Thompson by Comm. Olsen sec by Comm. Grant Carried unanimously
- 27. 10:36 A.M. Motion to approve going into Executive Session Pursuant to the Texas Government Code Section 551.087 to discuss Economic Development by Comm. Olsen sec by Comm. Moore Carried unanimously
 - 11:14 A.M. Motion to approve coming out of Executive Session pursuant to the Texas Government Code Section 551.087 to discuss Economic Development by Comm. Olsen sec by Comm. Moore Carried unanimously
- 28. No action taken in Executive Session pursuant to the Texas Government Code Section 551.087 to discuss Economic Development

29. 11:18 A.M. Motion to go into Closed Session pursuant to the Texas Government Code Section 551.072 to discuss acquisition of Real Property by Comm. Grant sec by Comm. Moore Carried unanimously

11:56 A.M. Motion to come out Closed Session by Comm. Olsen sec by Comm. Moore Carried unanimously

- 30. Motion to approve action taken on matters deliberated in closed session pursuant to the Texas Government Code Section 551.072 acquisition of Real Property to give Judge the authority to discuss and/or sign contract to remain negotiation or acquisition by Comm. Grant sec by Comm. Moore Carried unanimously
- 31. 11:57 A.M. Motion to go into Executive Session pursuant to the Texas Government Code Session Code 551.074 to discuss Personnel by Comm. Grant sec by Comm. Moore Carried unanimously

12:36 P.M. Motion to come out of Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Grant sec by Comm. Moore
Carried unanimously

- 32. No action taken on Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel
- 33. Motion to adjourn by Comm. Moore sec 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 January 14th, 2019.

Signed 14th day of January 2019.

Sherry Dowd Con

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4 2019 101-406-487 4 2019 101-406-487 4 2019 101-410-454 4 2019 101-410-454 4 2019 101-410-454 4 2019 101-512-435 4 2019 101-560-445 4 2019 101-512-310 4 2019 101-560-310 4 2019 101-560-310 4 2019 101-560-310 4 2019 101-568-320 4 2019 101-568-320 4 2019 101-403-440 4 2019 101-403-440 4 2019 101-403-30 4 2019 101-410-330 4 2019 101-410-330 4 2019 101-440-310 4 2019 101-410-330 4 2019 101-440-310 4 2019 101-403-30 4 2019 101-403-30 4 2019 101-403-30 4 2019 101-403-30 4 2019 101-403-30	PP ACCOUNT# 4 2019 101-566-424
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4 2019 101-560-426 4 2019 101-560-426 4 2019 101-560-426	4 2019 101-512-380	4 2019 101-512-380	4 2019 101-512-321	4 2019 101-401-410	4 2019 101-403-428	4 2019 101-410-321	4 2019 101-512-321	4 2019 101-409-428	4 2019 101-425-411	4 2019 101-425-411	4 2019 101-425-411	4 2019 101-435-411	4 2019 101-430-411	4 2019 101-430-485	4 2019 101-512-445	4 2019 101-512-445	4 2019 101-512-445	4 2019 101-406-491	4 2019 101-406-491	4 2019 101-512-310	4 2019 101-560-417	4 2019 101-403-410	4 2019 101-403-410	4 2019 101-456-417	4 2019 101-572-417	4 2019 101-410-445	4 2019 101-410-445	4 2019 101-572-428	4 2019 101-407-459	4 2019 101-440-310
UNIFORMS UNIFORMS UNIFORMS	GROCERIES	GROCERIES	MAINTENANCE SUPP	PROFESSIONAL SER	TRAVEL/CONFERENC	MAINTENANCE SUPP	MAINTENANCE SUPP	TRAVEL/CONFERENC	COURT APPOINTED	OTHER LITIGATION	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	HEALTH & SERVICE	HEALTH & SERVICE	OFFICE SUPPLIES	BONDS	PROFESSIONAL SER	PROFESSIONAL SER	BONDS	BONDS	REPAIRS & MAINTE	REPAIRS & MAINTE	TRAVEL/CONFERENC	MAINT CONTRACT -	OFFICE SUPPLIES				
_	1/8/2019 1/14/2019	1/8/2019 1/14/2019		_	_	1/8/2019 1/14/2019	_			1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/7/2019 1/14/2019	1/7/2019 1/14/2019	1/7/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/7/2019 1/14/2019						1/8/2019 1/14/2019			1/8/2019 1/14/2019	_	1/9/2019 1/14/2019	1/8/2019 1/14/2019
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69.50 111.00 92.50	4,554.55	4,613.40	10.50	35.00	593.40	151.28	91.91	66.49	100.00	200.00	200.00	300.00	625.00	10.00	50.00	2,000.00	1,970.00	325.00	325.00	21.70	928.00	(190.50)	2,929.50	209.00	119.00	190.00	570.00	212.01	3,135.00	26.95

GREENWORX PRINTING	GILFILLAN HARDWARE	GEXA ENERGY - HOUSTO	GEXA ENERGY - HOUSTO	GEXA ENERGY - DALLAS	GALLS LLC																												
4 2019 101-560-310	4 2019 101-512-321	4 2019 101-412-430	4 2019 101-412-430	4 2019 101-410-430	4 2019 101-512-435	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-410-430	4 2019 101-411-430	4 2019 101-410-430	4 2019 101-512-435	4 2019 101-412-430	4 2019 101-411-430	4 2019 101-410-430	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426	4 2019 101-560-426
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307838	307499																				307904	307904	307904	307904	307904	307904	307807	307944	307944	307856	307856	307856	307818
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JACOBSON LAW FIRM PC JACOBSON LAW FIRM PC	ICS JAIL SUPPLIES, I	HUFFMAN COMMUNICATIO	GUARDIAN SECURITY SO	GUARDIAN SECURITY SO	GREENWORX PRINTING																											
4 2019 101-406-410 4 2019 101-406-410	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-512-352	4 2019 101-561-446	4 2019 101-410-455	4 2019 101-411-455	4 2019 101-561-310	4 2019 101-561-310	4 2019 101-561-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-560-310
PROFESSIONAL SER PROFESSIONAL SER	INMATE CLOTHING	REPAIRS & MAINT	MAINT CONTRACT -	MAINT CONTRACT -	OFFICE SUPPLIES																											
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	307957	307957	307957	307957	307957	307957	307957	307957	307957	307957	307957	307957	307957	307957				307838	307838	307838	307838	307838	307838	307838	307838	307838	307838	307838	307838	307838	307838	307838
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4 2019 101-435-485		4 2019 101-435-485	4 2019 101-560-445	4 2019 101-560-445	4 2019 101-560-445	4 2019 101-560-445	4 2019 101-560-445	4 2019 101-560-445	4 2019 101-560-445	4 2019 101-560-445	4 2019 101-440-452	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-440-428	4 2019 101-440-428	4 2019 101-512-445	4 2019 101-512-445	4 2019 101-560-370	4 2019 101-401-310	4 2019 101-457-310	4 2019 101-457-310	4 2019 101-440-428	4 2019 101-475-445	4 2019 101-475-410	4 2019 101-560-426	4 2019 101-475-419	4 2019 101-475-419	4 2019 101-425-411	4 2019 101-425-411	4 2019 101-430-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411
OTHER LITIGATION	COURT APPOINTED	OTHER LITIGATION	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	JURY SYSTEM SOFT	COURT APPOINTED	COURT APPOINTED	TRAVEL/CONFERENC	TRAVEL/CONFERENC	REPAIRS & MAINTE	REPAIRS & MAINTE	GAS & OIL	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	TRAVEL/CONFERENC	REPAIRS & MAINTE	PROFESSIONAL SER	UNIFORMS	DUES & SUBSCRIPT	DUES & SUBSCRIPT	COURT APPOINTED					
1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019					1/7/2019 1/14/2019		1/7/2019 1/14/2019	1/7/2019 1/14/2019		1/8/2019 1/14/2019	_	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	_	1/9/2019 1/14/2019			1/8/2019 1/14/2019	1/8/2019 1/14/2019				_	1/9/2019 1/14/2019	_	_	_	_	1/8/2019 1/14/2019
			308016	308016	307998	307998	307501	307501	307501	307501						307966	307966	307516		307828	307828				307514								
1.00	587.50	2.00	401.35	512.24	11.40	48.44	11.40	72.09	68.00	92.00	578.21	200.00	5,675.00	206.01	247.50	127.50	138.50	3,783.12	29.50	118.00	94.00	247.50	40.91	35.00	7.00	15.00	199.00	200.00	200.00	705.00	725.00	825.00	590.00

MCCOY'S BUILDING SUP	MCCOY'S BUILDING SUP	MCCOY'S BUILDING SUP	LISA A EASLEY	LINEBARGER GOGGAN BL	LINEBARGER GOGGAN BL	LEXIS NEXIS - DALLAS	LENOVO FINANCIAL SER	LENOVO FINANCIAL SER	LENOVO FINANCIAL SER	LAWRENCE M WARREN, J	LAW OFFICE OF SHANA	LAW OFFICE OF MICAH	LAW OFFICE OF KERRI	LAW OFFICE OF KERRI	LAW OFFICE OF KERRI	CA QUINTA INN & SUIT	LA CUINTA INN & SUIT	KAREN CUNNINGHAM DEN															
4 2019 101-512-321	4 2019 101-512-321	4 2019 101-512-321	4 2019 101-430-412	4 2019 101-499-435	4 2019 101-499-435	4 2019 101-440-419	4 2019 101-495-320	4 2019 101-498-320	4 2019 101-499-320	4 2019 101-430-475	4 2019 101-430-411	4 2019 101-430-485	4 2019 101-425-411	4 2019 101-425-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-430-411	4 2019 101-430-485	4 2019 101-430-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-430-411	4 2019 101-430-411	4 2019 101-430-485	4 2019 101-430-411	4 2019 101-430-411	4 2019 101-430-411	4 2019 101-440-428		4 2019 101-435-411
MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	TRANSCRIPTS	TELEPHONE	TELEPHONE	DUES & SUBSCRIPT	OPERATING EQUIPM	OPERATING EQUIPM	OPERATING EQUIPM	INVESTIGATORS	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	TRAVEL/CONFERENC	TRAVEL/CONFERENC	COURT APPOINTED											
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NET DATA CORP	NEAL GREEN, JR	NAVCO SAFE & LOCK CO	NAVARRO COUNTY ELECT	NAVARRO COUNTY ELECT	NAVARRO CO TAX ASSES	NAVARRO CENTRAL APPR	NAVARRO CENTRAL APPR	NAVARRO CENTRAL APPR	NATIONAL WHOLESALE S	MONROE SYSTEMS FOR B	MONROE SYSTEMS FOR B	MELANIE HYDER	MEDICAL SURGICAL & C	MCCOY'S BUILDING SUP	MCCOY'S BUILDING SUP																		
4 2019 101-403-459	4 2019 101-430-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-411	4 2019 101-435-485	4 2019 101-430-411	4 2019 101-430-411	4 2019 101-430-411	4 2019 101-430-411	4 2019 101-430-411	4 2019 101-410-321	4 2019 101-512-435	4 2019 101-512-435	4 2019 101-512-435	4 2019 101-402-430	4 2019 101-402-430	4 2019 101-402-430	4 2019 101-402-430	4 2019 101-560-445	4 2019 101-406-409	4 2019 101-406-409	4 2019 101-406-409	4 2019 101-512-321	4 2019 101-495-310	4 2019 101-495-310	4 2019 101-572-428	4 2019 101-560-494	4 2019 101-410-321	4 2019 101-410-330
MAINT CONTRACT -	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	MAINTENANCE SUPP	UTILITIES	UTILITIES	UTILITIES	UTILITIES - PARK	UTILITIES - PARK	UTILITIES - PARK	UTILITIES - PARK	REPAIRS & MAINT	APPRAISAL DISTRI	APPRAISAL DISTRI	APPRAISAL DISTRI	MAINTENANCE SUPP	OFFICE SUPPLIES	OFFICE SUPPLIES	TRAVEL/CONFERENC	EMPLOYEE PHYSICA	MAINTENANCE SUPP	JANITORIAL SUPPL											
	_					1/8/2019 1/14/2019			1/8/2019 1/14/2019		1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019		1/8/2019 1/14/2019		_	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	_	_		1/8/2019 1/14/2019		1/9/2019 1/14/2019	1/9/2019 1/14/2019	_	1/7/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019
															307987												307977	307974	307974		307506	307503	307503
31,700.00	325,00	387 50	700.00	337.50	405.00	475.00	600.00	800.00	4.33	175.00	175.00	300.00	400.00	587.50	30.48	37.00	31.00	132.00	(0.23)	9.83	19.66	9.83	7.50	1,205.87	14.302.24	68.180.53	5.64	13.00	170.15	135.71	116.00	28.15	17.07

PAULA J JONES PHILIP R TAFT	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	NORTHLAND COMMUNICAT	NORTHLAND COMMUNICAT	NET DATA CORP
4 2019 101-512-452 4 2019 101-410-321 4 2019 101-560-494	4 2019 101-459-310 4 2019 101-459-310	4 2019 101-475-310		4 2019 101-475-310	4 2019 101-456-310	4 2019 101-456-310	4 2019 101-560-310	4 2019 101-560-310	4 2019 101-498-310	4 2019 101-498-310	4 2019 101-498-310	4 2019 101-498-310	4 2019 101-498-310	4 2019 101-499-310	4 2019 101-499-310	4 2019 101-403-310	4 2019 101-403-310	4 2019 101-421-310	4 2019 101-406-312	4 2019 101-495-310	4 2019 101-407-312	4 2019 101-421-310	4 2019 101-421-310	4 2019 101-421-310	4 2019 101-475-310	4 2019 101-571-312	4 2019 101-571-435	4 2019 101-571-435	4 2019 101-403-459
MAINT CONTRACT - MAINTENANCE SUPP EMPLOYEE PHYSICA	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	SUPPLIES	SUPPLIES	SUPPLIES	SUPPLIES	SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	COPY & POSTAGE S	OFFICE SUPPLIES	COMPUTER SUPPLIE	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	COPY & POSTAGE S	TELEPHONE & INTE	TELEPHONE & INTE	MAINT CONTRACT -
1/7/2019 1/14/2019 1/8/2019 1/14/2019 1/7/2019 1/14/2019	1/9/2019 1/14/2019 1/9/2019 1/14/2019	_	1/9/2019 1/14/2019	_	1/9/2019 1/14/2019	_	_		_	1/9/2019 1/14/2019	1/9/2019 1/14/2019	1/9/2019 1/14/2019	1/9/2019 1/14/2019	1/9/2019 1/14/2019	_	1/9/2019 1/14/2019	1/9/2019 1/14/2019		1/9/2019 1/14/2019	_				1/9/2019 1/14/2019	1/9/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019
307996 307510	307981 307981	307956	307956	307956	307969	307969	307971	307971	307980	307980	307980	307980	307980	307978	307978	307955	307955	307970	307954	307967	307979	307936	307936	307936	307919	307892			
637.18 64.80 225.00	19.99 37.84	15.82	98 15	79.99	79.99	108.74	84.09	131.88	5.99	17.34	12.99	15.29	49.99	213.02	19.79	90.37	55.34	37.91	75.60	85.00	89.99	46.99	72.54	68.56	90.73	378.00	114.09	142.22	2,000.00

TEXAS ASSOCIATION OF	SOUTHERN HEALTH PART SOUTHERN HEALTH PART STEELE METAL SUPPLY SUSAN A WALDRIP COUR TEXAS ASSOCIATION OF TEXAS ASSOCIATION OF	SHERRY DOWD SHERRY DOWD SHERRY DOWD SHERRY DOWD SOUTHERN HEALTH PART	READYREFRESH READYREFRESH RITA WATSON RITA WATSON RITA WATSON RITA WATSON	PHILIP R TAFT READYREFRESH READYREFRESH READYREFRESH READYREFRESH READYREFRESH
4 2019 101-45/-419 4 2019 101-499-419 4 2019 101-456-419 4 2019 101-456-419 4 2019 101-456-419 4 2019 101-457-419	4 2019 101-512-471 4 2019 101-512-470 4 2019 101-512-385 4 2019 101-425-412 4 2019 101-495-419 4 2019 101-457-419	4 2019 101-568-560 4 2019 101-560-370 4 2019 101-403-428 4 2019 101-403-428 4 2019 101-512-472	4 2019 101-410-458 4 2019 101-410-458 4 2019 101-512-445 4 2019 101-512-445 4 2019 101-512-445 4 2019 101-512-445 4 2019 101-512-445	4 2019 101-430-470 4 2019 101-430-470 4 2019 101-430-470 4 2019 101-406-313 4 2019 101-406-313 4 2019 101-411-458 4 2019 101-410-458 4 2019 101-410-458 4 2019 101-410-458 4 2019 101-410-458
DUES & SUBSCRIPT	INMATE PHYSICIAN INMATE PRESCRIPT COUNTY FARM COURT REPORTER DUES & SUBSCRIPT DUES & SUBSCRIPT	GAS & OIL TRAVEL/CONFERENC TRAVEL/CONFERENC INMATE HOSPITAL	MAINT CONTRACT - MAINT CONTRACT - MAINT CONTRACT - REPAIRS & MAINTE REPAIRS & MAINTE REPAIRS & MAINTE REPAIRS & MAINTE	MEDICAL EXAMINAT MAINT CONTRACT MAINT CONTRACT MAINT CONTRACT
1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019		1/7/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019	1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/10/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019	
	307898		307812 307812 307812 307812	
35.00 40.00 60.00 35.00 35.00	37.96 2,123.99 48.00 584.19 430.00 60.00	56.47 5.00 206.01 247.50 54.41	49.72 53.88 49.72 2,850.00 2,600.00 1,365.00	1,400.00 306.25 1,575.00 2,143.75 230.00 1,049.04 75.41 26.43 6.99

XEROX CORP - TXMAS	WEST PUBLISHING CORP	WEST PUBLISHING CORP	WEST PUBLISHING CORP	WEST PUBLISHING CORP	VALVOLINE EXPRESS CA	TVSA	IOMAS ECHARTEA	TEXAS JUSTICE COURT	LEXAS FIRE ALARM INC	TEXAS DISTRICT & COU	TEXAS DISTRICT & COU																						
4 2019 101-572-310	4 2019 101-512-440	4 2019 101-403-440	4 2019 101-403-440	4 2019 101-495-440	4 2019 101-561-440	4 2019 101-409-440	4 2019 101-435-440	4 2019 101-435-310	4 2019 101-560-440	4 2019 101-560-310	4 2019 101-497-440	4 2019 101-497-310	4 2019 101-499-440	4 2019 101-499-310	4 2019 101-571-440	4 2019 101-421-440	4 2019 101-421-310	4 2019 101-401-440	4 2019 101-401-310	4 2019 101-571-440	4 2019 101-425-440	4 2019 101-512-310	4 2019 101-475-419	4 2019 101-435-419	4 2019 101-480-419	4 2019 101-435-419	4 2019 101-560-445	4 2019 101-475-428	4 2019 101-430-410	4 2019 101-456-428	4 2019 101-410-455		4 2019 101-475-428
OFFICE SUPPLIES	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	DUES & SUBSCRIPT	DUES & PUBLICATI	PUBLICATIONS	DUES & PUBLICATI	REPAIRS & MAINT	TRAVEL/CONFERENC	INTERPRETER	TRAVEL/CONFERENC	MAINT CONTRACT -	TRAVEL/CONFERENC	TRAVEL/CONFERENC												
														1/8/2019 1/14/2019		1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019				1/8/2019 1/14/2019						1/9/2019 1/14/2019	1/8/2019 1/14/2019		1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019
																											307515						
24.21	177 51	227.61	296.77	419.86	161.75	215.10	140.41	0.41	225.37	4.10	327.74	11.80	163.12	5.75	219.47	385.67	242.40	281.50	51.09	219.47	149.61	55.54	477.00	650.00	444.00	112.00	7.00	275.00	200.00	300.00	40.00	350.00	350.00

®01/11/2019 09:53:13	BOBBIE JOYCE THEDFOR HELPING OPEN PEOPLES OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM ROBERT L SAENZ	VENDOR NAME	201/11/2019 09:53:13	XEROX CORP - TXMAS																
JUVENILE PROBA	5 2019 151-571-575 5 2019 151-572-410 4 2019 151-571-310 5 2019 151-571-310 5 2019 151-571-310 5 2019 151-571-310 5 2019 151-573-410	PP ACCOUNT#	CSCD	4 2019 101-430-310	4 2019 101-430-440	4 2019 101-498-440	4 2019 101-498-310	4 2019 101-407-440	4 2019 101-407-310	4 2019 101-499-440	4 2019 101-499-310	4 2019 101-475-440	4 2019 101-475-310	4 2019 101-475-440	4 2019 101-475-310	4 2019 101-440-440	4 2019 101-440-440	4 2019 101-440-310	4 2019 101-403-440	4 2019 101-572-440
TION	MACHINERY & EQUICONTRACT SERVICE DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL CONTRACT SERVICE	ACCOUNT NAME		OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	SUPPLIES	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COPIER RENTAL
4	1/9/2019 1/14/2019 307882 1/9/2019 1/14/2019 12/5/2018 1/14/2019 307747 1/8/2019 1/14/2019 307893 1/8/2019 1/14/2019 307893 1/8/2019 1/14/2019 307893 1/8/2019 1/14/2019 307893 1/9/2019 1/14/2019	VP DATE DATE TBP PO NO	ï	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019								-		1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019	1/8/2019 1/14/2019
3,712.82	799.98 1,600.00 53.02 66.08 126.74 17.00 1,050.00	AMOUNT	240,518.08	11.90	129.28	86.94	5.34	86.93	5 j	151.11	0.40	295 97	12.83	295.97	10.68	298.35	298.37	46.85	251.49	151.78

RATTLER ROCK INC	PROSPERITY BANK #107 PROSPERITY BANK #107 PROSPERITY BANK #107 RATTLER ROCK INC	BEN MELTON CORSICANA NAPA AUTO EXPRESS TIRE COMPANY FORTSON CONTRACTING HUFFMAN COMMUNICATIO NAVARRO COUNTY ELECT PROSPERITY BANK #107	©01/11/2019 09:53:13 VENDOR NAME	LIMESTONE COUNTY JUV PEGASUS SCHOOLS INC SMITH COUNTY JUVENIL VERL O CHILDERS JR P VERL O CHILDERS JR P	VENDOR NAME
4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376	4 2019 211-611-574 4 2019 211-611-573 4 2019 211-611-574 4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376 4 2019 211-611-376	4 2019 211-611-453 4 2019 211-611-321 4 2019 211-611-325 4 2019 211-611-322 4 2019 211-611-450 4 2019 211-611-430 4 2019 211-611-573	ROAD & BRIDGE PP ACCOUNT#	5 2019 161-575-631 5 2019 161-574-410 5 2019 161-575-631 5 2019 161-576-651 5 2019 161-576-651	PP ACCOUNT#
ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL	CAPITAL LEASE IN CAPITAL LEASE IN CAPITAL LEASE IN ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL	HAULING MAINTENANCE SUPP TIRES SIGN SUPPLIES MAINT CONTRACT UTILITIES CAPITAL LEASE PR	#1 ACCOUNT NAME	DETENTION/PRE AD RESIDENTIAL SERV DETENTION/PRE AD MHA - EXC-POST A MHA - EXC-POST A	ACCOUNT NAME
1/9/2019 1/9/2019 1/9/2019 1/9/2019 1/9/2019 1/9/2019	1/9/2019 1/9/2019 1/9/2019 1/9/2019 1/9/2019 1/9/2019 1/9/2019 1/9/2019	1/9/2019 1/9/2019 1/9/2019 1/9/2019 1/8/2019 1/8/2019 1/8/2019	VP DATE	1/7/2019 1/7/2019 1/7/2019 1/7/2019 1/7/2019	VP DATE
1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019	1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019	1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019	DATE ТВР	1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019	DATE TBP
		307427 307982 307941	PO NO		PO NO
339.60 380.95 729.25 731.05 485.90 241.70	105.48 2,280.07 74.25 1,485.16 1,022.94 600.24 451.56 120.20	4,865.16 4.29 170.00 240.00 41.13 123.73	7,705.60 AMOUNT	1,300.00 3,999.00 1,540.00 433.30	AMOUNT

444.	HUFFMAN COMMUNICATIO 4 2019 212-612-450 HYDRAULIC POWER SERV 4 2019 212-612-321 JIS COMPANY 4 2019 212-612-330 JOHNSON OIL COMPANY 4 2019 212-612-370 JOHNSON OIL COMPANY 4 2019 212-612-370 MARTIN MARIETTA MATE 4 2019 212-612-376	RIBUTING 4 RTS 4 RTS 4 LLIPS 4	ID01/11/2019 09:53:13 ROAD & BRIDGE VENDOR NAME PP ACCOUNT #	RATTLER ROCK INC T BAR D TRUCKING LLC A 2019 211-611-453 T BAR D TRUCKING LLC A 2019 211-611-453 WELCH STATE BANK 4 2019 211-611-573
ROAD MATERIAL ROAD MATERIAL MAINTENANCE SUPP BLADES	MAINT CONTRACT MAINTENANCE SUPP JANITORIAL SUPPL GAS & OIL GAS & OIL ROAD MATERIAL	MAINTENANCE SUPP MAINTENANCE SUPP JANITORIAL SUPPL REPAIRS & MAINTE	#2 ACCOUNT NAME	ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL HAULING HAULING HAULING CAPITAL LEASE PR CAPITAL LEASE IN
	1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/9/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019	119 1	VP DATE DATE:	1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/ 1/9/2019 1/14/
/14/2019 307972 /14/2019 307972 /14/2019 307972 /14/2019 307448 /14/2019 307896	/14/2019 /14/2019 308039 /14/2019 /14/2019 307973 /14/2019 307973 /14/2019 307973	1/14/2019 1/14/2019 1/14/2019 1/14/2019 307436 1/14/2019 307446		1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019 1/14/2019
240.98 195.66 244.58 2.26 2,121.20	41.12 105.00 34.35 329.38 3,080.25 240.98	136.61 31.35 6.00 21.90 60.00	35,234.20	1,247.45 849.90 852.67 437.70 288.90 6,608.88 1,211.52 2,065.08 2,304.42 21.36

T BAR D TRUCKING LLC T BAR D TRUCKING LLC T BAR D TRUCKING LLC	RATTLER ROCK INC RATTLER ROCK INC REPUBLIC SERVICES #0 ROAD DOCTORS	RATTLER ROCK INC RATTLER ROCK INC RATTLER ROCK INC RATTLER ROCK INC	CITY OF DAWSON EDWARD M POLK & ASSO HUFFMAN COMMUNICATIO KNIFE RIVER CORPORTA KNIFE RIVER CORPORTA KNIFE RIVER CORPORTA KNIFE RIVER CORPORTA MARK THOMAS	©01/11/2019 09:53:13 VENDOR NAME	TEXAS BIT TRUCK PARTS & SERVIC WELCH STATE BANK WELCH STATE BANK
	4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-430 4 2019 213-613-449	4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-376	4 2019 213-613-430 4 2019 213-613-450 4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-376 4 2019 213-613-376	ROAD & BRIDGE PP ACCOUNT#	4 2019 212-612-376 4 2019 212-612-321 4 2019 212-612-321 4 2019 212-612-321 4 2019 212-612-321 4 2019 212-612-321 4 2019 212-612-321 4 2019 212-612-573 4 2019 212-612-573
HAULING HAULING	ROAD MATERIAL ROAD MATERIAL UTILITIES CONTRACTOR ROAD	ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL	UTILITIES INSURANCE/BONDS/ MAINT CONTRACT ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL	#3 ACCOUNT NAME	ROAD MATERIAL MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP CAPITAL LEASE PR CAPITAL LEASE IN
			1/10/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019	VP DATE DATE TBP F	1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019
2,727.90 5,262.90 493.10	601.20 591.54 86.76 9.450.00	714.65 710.75 966.35 239.70 444.00	179.37 178.00 41.12 822.12 129.53 1,958.50 1,485.25 805.08	10,882.50 PO NO AMOUNT	897.05 308023 113.00 88.66 11.30 307451 41.60 307451 3.70 2,242.13 158.42

RATTLER ROCK INC	PROSPERITY BANK #107	PROSPERITY BANK #107	K & S TIRE TOWING &	JOHNSON OIL COMPANY	JOHNSON OIL COMPANY	JOHNSON OIL COMPANY	JASON DRAIN	HUFFMAN COMMUNICATIO	HOWETH COMM REFRIGER	HOWETH COMM REFRIGER	HOWETH COMM REFRIGER	HOWETH COMM REFRIGER	GILFILLAN HARDWARE	EXPRESS TIRE COMPANY	EXPRESS TIRE COMPANY	CITY OF BLOOMING GRO	VENDOR NAME	@01/11/2019 09:53:13											
4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-376	4 2019 214-614-574	4 2019 214-614-573	4 2019 214-614-445	4 2019 214-614-370	4 2019 214-614-370	4 2019 214-614-370	4 2019 214-614-453	4 2019 214-614-450	4 2019 214-614-445	4 2019 214-614-445	4 2019 214-614-445	4 2019 214-614-445	4 2019 214-614-321	4 2019 214-614-325	4 2019 214-614-445	4 2019 214-614-430	PP ACCOUNT#	ROAD & BRIDGE
ROAD MATERIAL	CAPITAL LEASE IN	CAPITAL LEASE PR	REPAIRS & MAINTE	GAS & OIL	GAS & OIL	GAS & OIL	HAULING	MAINT CONTRACT	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	MAINTENANCE SUPP	TIRES	REPAIRS & MAINTE	UTILITIES	ACCOUNT NAME	#4											
1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/8/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/9/2019	1/8/2019	1/9/2019	VP DATE	
1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	1/14/2019	DATE TBP	
														307965	307975	307975	307975							307425	307890	307476		PO NO	
507.10	383.30	880.65	638.85	634.25	874.10	1,004.55	762.54	614.10	304.20	631.44	614.76	536.05	3,901.83	250.00	2,003.50	394.08	1,001.75	10,944.53	41.13	150.00	985.00	75.00	60.00	51.97	1,900.00	70.00	93.07	AMOUNT	27,887.82

BILLY KOONTZ DANNIE PATRICK CAUBL	VENDOR NAME	201/11/2019 09:53:13	CONDUENT GOVERNMENT	VENDOR NAME	@01/11/2019 09:53:13	XEROX CORP - TXMAS XEROX CORP - TXMAS XEROX CORP - TXMAS XEROX CORP - TXMAS	VENDOR NAME	201/11/2019 09:53:13	RATTLER ROCK INC RATTLER ROCK INC RATTLER ROCK INC RATTLER ROCK INC UNITED AG & TURF - H WILLIAMS GIN & GRAIN WILLIAMS GIN & GRAIN WILLIAMS GIN & GRAIN
1 2019 320-546-428 1 2019 320-520-411	PP ACCOUNT#	FUND 320 - HIDTA	4 2019 235-403-420	PP ACCOUNT#	CC ARCHIVE FUND	4 2019 232-455-310 4 2019 232-455-440 4 2019 232-458-310 4 2019 232-458-440	PP ACCOUNT#	JUSTICE COURT TECHNOLOGY	4 2019 214-614-376 4 2019 214-614-376 4 2019 214-614-376 4 2019 214-614-376 4 2019 214-614-376 4 2019 214-614-376 4 2019 214-614-321 4 2019 214-614-321 4 2019 214-614-321
TRAVEL SERVICES	ACCOUNT NAME		DOCUMENT PRESERV	ACCOUNT NAME		OFFICE SUPPLIES COPIER RENTAL OFFICE SUPPLIES COPIER RENTAL	ACCOUNT NAME	CHNOLOGY	ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL REPAIRS & MAINTE MAINTENANCE SUPP MAINTENANCE SUPP JANITORIAL SUPPL
1/9/2019 1/14/2019 1/8/2019 1/14/2019	VP DATE DATE TBP PO NO		1/7/2019 1/14/2019	VP DATE DATE TBP PO NO		1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019 1/8/2019 1/14/2019	VP DATE DATE TBP PO NO		1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 1/9/2019 1/14/2019 308046 1/9/2019 1/14/2019 307478 1/9/2019 1/14/2019 307478
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GRAND TOTAL

41,623.18

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CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: Formo	ind Perry	
	ct3 Comm	i ssioner
JOB TITLE:	missioner	
JUSTIFICATION FOR A	ALLOWANCE:	
	- F	
DATE APPROVED/DEC	CLINED IN COURT:	may 14, 2019 - Al
EFFECTIVE DATE:	1-15-19	
AMOUNT:85 °C	2	
ADD 🔽	REMOVE	CHANGE [
provide proof of billing	he employee understan g for cellular telephone med necessary by Nava	nds that they will be required to service in their name on a arro County.
SIGNATURES:		
EMPLOYEE:		DATE:
DEPARTMENT HEAD:	Saw Gelles	DATE:

Vertex Machine Co.

RECEIVED

Invoice

P.O. Box 1023 Corsicana, TX 75151

JAN 07 2019

Date Invoice # 1/2/2019 1472

NAVALGO COUNTY AUDITOR'S OFFICE

Bill To

Navarro County
601 N. 13th Street Suite 6
Corsicana, TX 75110

		P.O. No.	Terms	Project
Quantity	Description		Rate	Amount
	repair hydraulic cylinders (John Deere motor grader)			
	Tebit:0213-445 Desc: Unit 304 - Repair PO#: NA Invoice#: 1472 Vendor#: 463	Precinct 3 Pot Pot	lic CyLinoc	402.54 8.25% 805.98 0.00
	Outlan		Total	\$805.08



NAVARRO COUNTY AUDITOR'S OFFICE

Natalie Robinson, First-Assistant Kaye Martin, Assistant Patty Wells, Assistant Lisa Clay, Assistant Jan Wise, Assistant

Fax: (903) 654-3097

Terri Gillen, County Auditor

601 North 13th Street, Suite 6 Corsicana, TX 75110

Phone: (903) 654-3095

Signature

e-mail: auditor@navarrocounty.org

	INTEROFFICE MEMO
The alt	ached item is being returned for the following reasons:
X	tern incurred before purchase order issued
ا ت	Purchase order number is inconsistent with invoice
-	Amount billed does not match the purchase order
· ·	Vendor on purchase order does not match invoice
a 1	Insufficient documentation to process payment
۰	Signature or date not present
0 :	System shows invoice paid
٥	Budget Account Number (Line Item) is missing - Acct #
a	Insufficient budget in Line Item
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payme	provide the additional documentation or explanation necessary to process this nt request. This notice must remain attached to the payment request.
Additio	nal explanation: PO NOT Requester prior to repairs
confin	epartment Head or Elected or Appointed Official must sign this form ming notification that the Navarro County Purchasing Policy was not ed on this purchase.

Date

Road Doctors, LLC 735 CR 4250 Valley Mills, TX 76689 (254) 253-6558 jared@roaddoctors.com

INVOICE

BILL TO
Navarro County pct #2

RECTIVED

DEC 1 9 2018

AUDITO OFFICE

7

· VED

DEC 2 1 2018

INVOICE # 1086 DATE 12/18/2018

DATE 12/18/2018
DUE DATE 12/18/2018
TERMS Due on receipt

ACTIVITY

Spray Injection Road Repair
Spray Injection Road Repair-per load

213-613-376

CTI

1,350.00

AMOUNT

9,450.00

BALANCE DUE

\$9,450.00

SE 1090 SE 2140 SE 2170 SE 2140 SE 2140 SE 2120 SE 2120 SE 2120

Cook

Desc: 313-613-449
Desc: 5E1090, SE2140, SE2170, SE2160, SE2190

PO#. NA Invoice#: 108ke

Vendor#: 1504



NAVARRO COUNTY AUDITOR'S OFFICE

DEC 21 2018

Natalie Robinson, First-Assistant Kaye Martin, Assistant Patty Wells, Assistant Lisa Clay, Assistant Jan Wise, Assistant

Terri Gillen, County Auditor

601 North 13th Street, Suite 6 Corsicana, TX 75110

	(DOS) SEA COCC	Corsicana, IX 75110	Jan Wise, Assistant
rnone.	(903) 654-3095	e-mail: auditor@navarrocounty.org	Fax: (903) 654-3097
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	dam	12-21-18	
Signa	nure	Date	

DEALER FOR COMMERCIAL ICE SYSTEMS

"Regulated by The Texes Department of Licensing and Registration, P.O. Box 12157 Austin, TX 78711, 1-800-803-9202"

DEALER FOR COMMERCIAL REACH-IN AND WALK-IN COOLERS AND FREEZERS

HOWETH COMMERCIAL REFRIGERATION COMPANY

OWNER - JOHN M. REMONTE, JR.

TACLA011036R

DEC 2 6 2018

JAN 0 8 2(897 W. 2nd Ave. • 903/874-4943

Corsicana, Texas 75110 NAVAIN JUNIY mirma AUDITOR'S OFFICE Customer's Order No. Date Sold To **Address** QUAN. NUMBER **ARTICLES AMOUNT** 00 ABOR MILAG 00 Debit: 214-6 Invoice#: Vendor#: 2つ。 Salesman Rec'd by

100

"Regulated by The Texas Department of Licensing and Registration, P O Box 12157 Austin, TX 78711, 1-800-803-9202"

DEALER FOR COMMERCIAL REACH-IN AND WALK-IN COOLERS AND FREEZERS

HOWETH COMMERCIAL REFRIGERATION COMPANY OWNER JOHN M. REMONTE, JR. TACLA011036R 807 W. 2nd Ave. • 903/874-4943 DEG. 2 6 2018

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NAVARRO COUNTY AUDITOR'S OFFICE

Natalie Robinson, First-Assistant Kaye Martin, Assistant Patty Welfs, Assistant Lisa Clay, Assistant Jan Wise, Assistant Fax: (903) 654-3097

Terri Gillen, County Auditor

601 North 13th Street, Suite 6 Corsicana, TX 75110

Phone: (903) 654-3095

e-mail: auditor@navarrocounty.org

		ev: (303) 034-3097
	INTEROFFICE MEMO	
The a	attached item is being returned for the following reasons:	
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follow	epartment Head or Elected or Appointed Official must sign this ming notification that the Navarro County Purchasing Policy word on this purchase.	i form as not

RESOLUTION NO. _2019-01

A RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY ("THE COUNTY") REGARDING THE CONVEYANCE OF PROPERTY DESCRIBED AS EMHOUSE OT BLK 11, LOT 17 ("THE PROPERTY"), TO THE CITY OF EMHOUSE, NAVARRO COUNTY, TEXAS IN ACCORDANCE WITH §272.001(I) OF THE TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, The City of Emhouse has requested that the County convey certain property, described as Emhouse OT Blk 11, Lot 17 ("the Property") to it pursuant to §272.001(l) of the Local Government Code; and

WHEREAS, in order for the County to convey property pursuant to §272.001(l) of the Local Government Code, the County Commissioners must:

1. Hold a public hearing concerning the donation and give the appropriate notice specified in the statute;

2. Determine that:

- a. The property will be used by the City of Emhouse in carrying out a purpose that benefits the public interest of the County to wit, the construction and operation of a fire station for the Emhouse Volunteer Fire Department and other similar public purposes;
- b. Establish the terms and conditions pursuant to which the Property will revert to the County if the City of Emhouse ceases to use the Property for the Emhouse Volunteer Fire Department and similar public purposes.

WHEREAS, the required notice as specified in the statute having been given, the County Commissioners has now conducted a public hearing in accordance with §272.001(l), and in light of the evidence presented at the hearing, makes the following findings:

- 1. Donating the Property to the City of Emhouse, the City of Emhouse will carry out the public purposes of providing a fire station for the Emhouse Volunteer Fire Department and other City of Emhouse public purposes.
- 2. The County does not at this time have any need of the Property.

THEREFORE, in consideration of the foregoing, the Commissioners Court resolves as follows:

- 1. County agrees to transfer the Property to the City of Emhouse upon satisfaction of the following conditions:
 - A. The City of Emhouse agrees that the Property will be used as a fire station or similar municipal purposes; and, if it ever ceases to be used for that purpose, or if the City of Emhouse ever purports to convey the Property, the Property and all improvements made to the Property will revert to the County. The deed transferring the Property to the City of Emhouse must contain the foregoing condition.

PRESENTED AND PASSED on this the 14 day of October, 2019, by a vote of 4 ayes and ____ nays at a result meeting of the Commissioners Court of Navarro County.

NAVARRO COUNTY

By:

H.M. Davenport, County Judge

DEED

Date: October 2018

Grantor: Navarro County, acting by and through H. M. Davenport, the duly authorized County Judge, pursuant to Resolution No. 2019-01, dated // // , 2019, which resolution is incorporated herein by reference for all purposes.

Grantor's Mailing Address: 300 West 3rd Avenue, Corsicana, Texas 75110

Grantee: City of Emhouse

Grantee's Mailing Address: 361 Hopkins Avenue, Corsicana, Texas 75110

Consideration: TEN AND NO/100s DOLLARS (\$10.00), and other good and valuable consideration set forth below.

Property (including improvements): That certain tract of land, situated in the City of Emhouse, Navarro County, Texas, and being Emhouse OT Blk 11, Lot 17.

Reservations from Conveyance: None

Exceptions to Conveyance: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property; taxes, if any, for 2018 and subsequent years, the payment of which Grantee assumes.

Condition Subsequent: The Property is conveyed upon the condition that (i) Grantee not discontinue use of the Property for the public purpose of the construction and operation of a fire station for the Emhouse Volunteer Fire Department and other similar purposes; or (ii) Grantee not execute a document that purports to convey the Property. It is the express intent of Grantor to convey a fee simple on condition subsequent estate to Grantee. The foregoing are not mere covenants. In the event the above conditions are not met at any time by Grantee, Grantor shall have the right to re-enter and assume ownership of the Property and all improvements, which shall automatically revert to Grantor without further action of Grantor, and without any consideration paid by Grantor.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells and conveys to Grantee all of Grantor's interest in the Property, if any, to hold it to Grantee, subject, however to the Condition Subsequent.

When the context requires, singular nouns and pronouns include the plural.

NAVARRO COUNTY

By: H.M. DAVE

STATE OF TEXAS COUNTY OF NAVARRO

§ §

The foregoing Warranty Deed was acknowledged before me on the 14 day of Anuary, 2019, by K.M.Davenport, County Vude of Navarro County, on behalf of and as the act of said County.

Notary Public, State of Texas

KIM SOUTHARD
Ngtary ID # 11751507
My Commission Expires
December 22, 2020

2019 INDEPENDENT CONTRACTOR AGREEMENT RECEIVED

BETWEEN

JAN 08 2019

NAVARRO COUNTY, TEXAS

NAVARRO COUNTY AUDITOR'S OFFICE

AND

TEXOMA HIDTA

AND

Dan Cauble

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

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

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

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

If to the Contractor:

If to Navarro County:

Terri Gillen

Navarro County Auditor

Navarro County

300 West 3rd Ave. STE 4 Corsicana, Texas 75110

If to the TEXOMA HIDTA: Texoma HIDTA Executive Board

8404 Esters Blvd., Suite 100

Irving, Texas 75063

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

- Indemnification. Contractor agrees to indemnify, defend and hold 14. harmless all the TEXOMA HIDTA participating agencies and their respective officials, employees, agents, contractors, successors and assignees, in either their official or individual capacities, from and against any and all liabilities, claims, demands, damages, actions, losses or costs (including any costs incurred by attorneys representing any of them) arising out or any breach of this Agreement or performance of services hereunder and caused by and/or resulting from the negligence or willful misconduct of the Contractor.
- Release. Contractor does hereby release, acquit and forever discharge 15. Navarro County, TEXOMA HIDTA and the Executive Board, collectively referred to in this paragraph as TEXOMA HIDTA of any and all debts, damages, claims, causes of action, suit, liabilities, and demands of whatever nature which Contractor might now have or that might subsequently accrue by reason of any matter arising out of any related work performance of this position and particularly growing out of or in any way connected, directly with the provisions of this Agreement.
- Modification or Amendment. No amendment, change or modification of 16. this Agreement shall be valid unless in writing signed by the parties hereto.
- Entire Understanding. This document and any exhibit attached constitute 17. the entire understanding and agreement of the parties, and any and all prior agreements, understanding, and representations are hereby

terminated and canceled in their entirety and are of no further force and effect.

- 18. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- 19. Miscellaneous Provisions:
 - a. This Agreement shall not bestow any rights upon any third party but rather shall bind and benefit the Contractor and Navarro County only.
 - b. Failure of either party to insist on the strict performance of any of the agreement herein or to exercise any right or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by all appropriate remedies.
 - c. The officer executing this Agreement on behalf of the parties hereby confirms that such officers have full authority to execute this Agreement and to bind the party he/she represents.

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

Navarro County	Texoma HIDTA Director
By: Judge H.M. Davenport	By: Jane
Date:	Lance Sumpter Date:
Contractor:	Date:/7/19
Dan Cauble	

EXHIBIT A DUTIES, TERMS AND COMPENSATION FOR THE POSITION OF INTELLIGENCE ANALYST/IT ASSISTANT WITH TEXOMA HIDTA

- DUTIES: The RISC Co-Program Manager from the Dallas Police Department will
 provide the day to day supervision for the contractor and the Texoma HIDTA
 Director will evaluate the overall performance of the Contractor. The daily duties of
 the contractor will include but not be limited to:
 - A. Survey HIDTA Initiatives, federal, state and local agencies for training needs in the Texoma region to enhance investigative, analytical and administrative capabilities on topics with the issues of narcotics, terrorism, violent crime, gangs, trends, etc.
 - B. Locate and schedule training programs to meet needs of officers identified in survey and other methods:
 - 1. Using contacts developed over years
 - 2. Searching the Internet
 - 3. Working with other Training Coordinators and local academy directors
 - C. Coordinate off site training requests with future scheduled training on site so as to minimize the cost for training.
 - D. Design and distribute flyers on upcoming courses
 - E. Enroll students in classes via the HIDTA Training Tracker Program.
 - F. Prepare reports using data from HOTT system for management and PMP system.
 - G. Approve and confirm all enrollees and notify status of enrollment. Special emphasis is also made on the necessity to notify HIDTA if unable to attend a scheduled training event. This is done using e-mail, faxes and personal telephone calls.
 - H. Facilitate all on site training by:
 - 1. Contacting instructors and recommending lodging, transportation and airport pick up when needed

- 2. Prepare classroom for all classes including providing name placards for all **Students**
- 3. Facilitate instructors in using classroom equipment including podium computer, overhead power point projector and all other audio/visual equipment.
- 4. Coordinating refreshments for students including coffee.
- Must be approved for a Law Enforcement National Security Clearance.
- J. Additional related duties may be assigned at the Discretion of the Texoma HIDTA Director.
- K. Working hours will be coordinated between the contractor and the Texoma HIDTA Director and will generally fall within the time frame of 7:30am to 5:00pm or as needed by specific training requirements.
- 2. TERM: This engagement shall commence on ________ and shall continue in full force and effect until December 31, 2019.
- 3. CONTINGENCY: Notwithstanding anything to the contrary in paragraph 2 above, this Agreement will not be renewed or be effective for any term exceeding the initial Term described above unless Navarro County receives grant funding for Texoma HIDTA for the fiscal year in which the renewal or extended term falls.

4. COMPENSATION:

- a. Wages: Navarro County, upon recommendation of the Director, Texoma HIDTA, shall authorize payment to the Contractor for services provided by the Contractor for the term of this Agreement. Payment will be equal to the hourly rate equivalent to a Grade 5 step 8 on the 2019 Federal General Schedule (GS) pay scale for the Dallas-Fort Worth area, not to exceed 30 hours per week, unless authorized by the Texoma HIDTA Director, This contract will also include an approved phone allowance of \$75/month over the term of this Agreement. Overtime will not be authorized. Payments will be made once monthly, by submission of letterhead invoice to Navarro County.
- b. Expenses: Contractor will be reimbursed by Navarro County for approved Texoma HIDTA related travel and training, as detailed in the Navarro County Policies and Procedures Guide.
- c. Time off: Contractor will only be paid for the hours worked. This schedule will be approved in advance.
- d. Cellular Telephone Allowance: This position will be provided a monthly cellular telephone allowance of \$75 per month. This expense should be added to the contractor's annual compensation and will be paid with other wages and approved expenses.

5. RESPONSIBILITIES OF NAVARRO COUNTY: As the fiscal agent for the Texoma HIDTA, Navarro County has been designated by the TEXOMA HIDTA Executive Board to administer the cooperative agreement contract between ONDCP by supplying the ONDCP with the proper documentation regarding any payment due to the Contractor and disbursing such funds to the Contractor. Payment by Navarro County to the Contractor does not create any special employment relationship and is not to be construed in any way to alter the Contractor's status.

Exhibit B

County Of Navarro, Texas

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;

FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING

REGULATIONS

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

General Requirements

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

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

1. LOBBYING

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

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

- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The contractor certifies that it and its principals:

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

3. DRUG-FREE WORKPLACE

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

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

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

workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS

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

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL

DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

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

Business Name

DAN CAVBU

Printed Name

Data

Signature

12

RECEIVED

Page 1 of 3

No



JAN 03 2019

Service Order Form

NAVARRO COUNTY AUDITOR'S OFFICE

Order Information

Contracting Entity

North Texas HIDTA

Billing Account

Navarro County North Texas HIDTA

Account 65

6500

Contact

HM Davenport

Phone

Number Email

Emell

Representative

Katiyn Rideout

Phone

720-513-1353

Email kallyn.rideout@zayo.com

Renewal Service Order - 1274626

Order Setalia		Product Details		Protection and Feature Details	
Service Order D	1274626	Product Calegory	DIA	Burstable IP Service	Yes
Order Type	Renewal	Bandwidth	50Mb	Core Network Fiber Path Diversity	No
Service Term	24 months	Bandwidth Type	Dedicated	Core-Network Protection	No

Service 240185

DA

Max Burst Speed

Price Per Mb for Burst Usage

Port Handoff Sp. Bandwidth Lateral A. Handoff

Lec Fib Path Div Location A Rate Limit Rate Limit to

Change

Product

Service Details

8404 Esters Blvd/F1-1/Rm-Server Irvino: TX

GigE 50Mb

One

Singlemode 1550nm ZX/2R = 60km

1000Mb

USD 15 00

74

Special Routing Required

No

Service Order Component(s)

Service Order Component(s)

SOCType Term Address

Address	In-Building Charges	Conduit	Riser Cable	Cross Connect	Customer LOC Space & Power	New Customer Loc Device	CFA Provided by
B404 Esters Blvd/FI-1/Rm Server Irving TX	Customer Responsibility	Customer Responsibility	Customer Responsibility	Customer Responsibility	niter allere forthe eight fieldende die Alfgestrachte assaullinis geografie j	No	Zayo

Pricing

Product	Service Item Desc	Component	Component Address	Туре	Status	Quantity	Amount	Nems Total	
DIA	Interface Port Charge - MRC	SOC-0001860736	8404 Estars Bivd/FI-1/Rm-Server trying TX	MRC	Pending Install			USD 688 50	
	Monthly Recumng Charges Total					+		USD 688 50	

Contract Details

Detalls

Service Schedule

North Texas HIDTA IP Service Supplement (ABV) 2011-08-29

Governing MSA

North Texas HIDTA MSA (ABV) 2011-08-29

Order Notes

Expiration Date

Pricing on this Service Order Form expires If Service Order is not signed prior to 1/11/2019

Additional Terms and Conditions

Customer represents that it or its end user customer is a public entity and/or the Services provided under this agreement are otherwise subject to public funding sources. Customer represents and warrants that all necessary funds have been appropriated to satisfy the Customer's obligations for the underlying service(s) through the first anniversary of the Service Commencement Date (the "1st Anniversary"). If, for any year of the term following the 1st Anniversary: (a) no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed in any attached Service Order; (b) the Customer has no alternative but to discontinue all facilities, services and technologies to such locations for that funding year (for example, no internet connections may be made from any of such locations during such year, etc.); (c) Zayo has received a written Notice from Customer confirming the occurrence of items (a) and (b) of this paragraph

Page 2 of 3

(the "No Funding Notice"), then, on the following terms, Customer, may terminate the affected Service Order(s). The "Effective Date of Termination" for this Service Order shall be the later of (a) the 1st Anniversary; (b) the first day of the funding year for which no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed above in the affected Service Order; or (c) thirty (30) days from the date the above referenced No Funding Notice is received by Zayo. In the event of such a termination, the parties agree that Customer shall pay for all services rendered under the affected Service Order(s) through the Effective Date of Termination, but Customer shall not incur any further termination liability of any sort for such termination Customer agrees not to deprive Zayo of the articipated benefit of any attached Service Order by artificially terminating, or allowing for an artificial termination of such service and then immediately replace the order for the same service with Customer, a Customer affiliate, or another supplier.

The pricing and Service Term set forth in this Service Order ("Renewal SO") shall become effective upon the later of (a) the expiration date for the Service Term of Service 240186 ("Original SO") and (b) the date that is thirty (30) days following Customer's execution of this Service Order in the event that the Service Term for the Original SO expires prior to the date this Renewal SO takes effect, then the Service Term for the Original SO shall be automatically extended until this Renewal SO takes effect.

Service Order ID(s): 1274626

irand Total Costs	
Service Item Desc	Items Yetal
Monthly Recurring Charges Total	USD 688
Taxes and impositions As Invoiced*	

Signatures

North Texas HIDTA

Zavo Group, LLC

Sloneture

Signature

Printed Name

Printed Name

Dala

Date

Title

Title

Terms and Conditions'

- 1. Customer acknowledges that Customer is ordering the service(s) described above ("Service") from Zayo Group, LLC, and or its applicable affiliate or subsidiary ("Zayo"). This Service Order shall be governed by and subject to the applicable contract documents between Customer and Zayo referenced above (collectively, "he Agreement'), If Customer has not executed an Agreement and/or no Agreement is referenced in this Service Order, then this Service Order shall be governed by the terms and conditions of Zayo's Master Service Agreement and applicable Service Schedule in effect as of the date of this Service Order, incorporated herein by this reference and available upon request. This Service Order is subject to availability and shall only become binding upon acceptance by an authorized Zayo representative. Customer acknowledges that upon Zayo's acceptance this Service Order shall become a non-cancellable, binding obligation for the purchase of the Service Order and Customer's algrationy represents that he/she is authorized to algo this Service Order on Customer's behalf
- 2 All charges for the Service in this Service Order are exclusive of any taxes and other fees and surcharges (as defined below). Except for taxes based on Zayo's net income, receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any purpority tax surcharges, additional government fees (including without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass ("Taxes"). Customer shall also be responsible for any properly tax surcharges, additional government fees (including without limitation Feetal and State regulatory fees), franchise fees, rights of way fees or charges, Boense or permit fees, and any other duties, fees, charges or surcharges imposed on incident of or based upon the provision, sale, or use of the Services, "Other Fees and Surcharges") if applicable to the Services being purchased by Customer, such Other Fees and Surcharges with be listed on Customer's invoice. If Customer is entitled to an exemption from any of the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonable accordable to Zayo). They will note affect to any until note affect Surcharges will be issed on clusionier's invoice in clusionier is entitled to an exemption from any or the Taxes or Other Fees and Surcharges, Customer is responsible for presenting Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo). Zayo will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by Zayo to Customer following Zayo's receipt of such exemption certificate. Customer shall indemnify, defend and hold Zayo harmless from payment and reporting of all such Taxes and Other Fees and Surcharges, including costs, expenses, and penalties incurred by Zayo in setting, defending or appealing any claims or scions brought against Zayo related to, or arising from, the non-payment of such Taxes and/or Other Fees and Surcharges.
- 3 in support of Zayo meeting the FOC Date, Customer specifically acknowledges that Customer is responsible for all connectivity (and related costs) to Zayo Equipment (i.e. cross-connections between (i) the Zayo demarcation point and Zayo Equipment and (a) Zayo Equipment and Customer Equipment) in addition, Customer shall be responsible for securing all rights and paying the related costs to access, occupy, and conduct typical for securing all rights and paying the related costs to connect to the Zayo Equipment, for securing all rights and paying the related costs to access, occupy, and conduct typical telecommunication operations within each respective building (including any necessary rights for Zayo to enter and access each building), and for providing all necessary cable pethways (all of the preceding may include, but not be limited to, construction permits and underlying rights, building access and/or occupancy agreements, building access and/or occupancy fees, lateral fees, riser fees, cross-connects and cross-connect sees, coordination at any third party owned location, and, where applicable, necessary space for Zayo's fiber termination panel and Zayo Equipment). All of the rights above collectively, shall be referred to as "Customer Requirements" and the related costs and fees, coefficiently, shall be referred to as "building Charges". Unless this Service Order Indicates that Zayo is responsible for In-Building Charges, Customer shall reimburse Zayo in the event that a third party bitts Zayo for any in-Building Charges. Customer acknowledges that any delay in Customer providing such Customer Requirements may delay. Zayo from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow Zayo to complete work at any location on or before the FOC Date, then Zayo may continue with the acceptance procedures to the extent possible and deem the Service delivered and accepted.
- 4. If Customer is disconnecting service(s) for any reason it must deliver notice to Zayo by email to disco@zayo.com





Company	Selex ES, Inc.	Budget Number	2017	Texoma HIDTA		
Address	4221 Tudor Lane	Request Date	12/1	12/13/18		
City	Greensboro	Phone Number			· · ·	
State	NC Zip/Postal Code 27410	110 Fax Number		<u>.</u>		
Country	us	Contact Name				
item No.	Description	n Qu	entity	Unit Cost	Amount	
1	Engineering Day - Outside Service		32	\$1,250.00	\$77,500.00	
2	Engineering Day - Updateing Engine	eered Drawings	5	\$1,250.00	\$6,250.00	
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				Total	\$83,750.00	
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Date:	12/13/2018	Purchase Orde	277		ale to the	
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Return To:	Navarro County Auditor's Office	Auditor Approx	val:		THE PARTY	

601 North 13th Street, Suite 6 Corsicana, Texas 75110



Selex ES. Inc. Elsag ALPR/ANPR Solutions 4221 Tudor Lane Greensboro, NC 27410 DUNS#: 198749777 FED TAX 10: 980353098

QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com

Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@elsag.com for processing

Quote#: 16993

Quote Date: 6/1/2018

Funding Source:

Quote Expiry Date: 11/30/2018

Grant Details:

Requested Delivery Date: 10/26/2018

Payment Method:

Rate Sheet: Base Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the

Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed

upon by the Parties. All orders shipped FOB Greensboro

Make checks payable to Selex ES, Inc.

Contracts: No Contract Used

Comments: DENTON I-35 SOUTHBOUND CONSTRUCTION-

SEE BELOW COMMENTS AND LINE ITEM COMMENTS FOR DESCRIPTION

- This proposal includes all labor, material and equipment necessary to install (1) new overhead 120/240V type "D" electrical steel service pole, (2) Type D ground boxes, 2" Sch 40 PVC conduit trenched and bored, #6 & #8 electrical conductors, 15 LF of 36-B concrete foundation, (1) new SPL80-30 Type C strain pole, and installation of ELSAG furnished CCTV cabinet. FTCD to assist in installation of ELSAG furnished CCTV cameras and mounting hardware. • This proposal is based on the drawings, quantities and descriptions provided by Craig Duncan of Elsag ALPR Systems in his email dated 05/03/18. • ELSAG will provide all cameras, camera controller cabinet, camera mounting hardware and all connecting cables. • Our price includes Insurance. • All work is guaranteed to be installed in accordance with the latest applicable Code regulations, and to be free from mechanical and electrical defects for one year from the date of acceptance. • No items quoted herein may be "broken out" without prior approval in writing. • This proposal is a lump sum price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal).

ĺ	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063 United States	Ship To:	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063
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Product Qty	Product/Service	Unit Price	Amount
62	210003 - Engineering Day - Outside Service	\$1,250.00	\$77,500.00

Product Qty	Product/Service	Unit Price	Amount
	0001 1.00 LS Install New O/H Electrical Service 0002 120 00 LF Install 2" Sch 40 PVC Conduit 0003 50.00 LF Install 2" Sch 40 PVC Conduit Bore 0004 340.00 LF Install #6 XHHW Insulated 0005 60.00 LF Install #6 Bare 0006 120.00 LF Install #8 Bare 0007 2.00 EACH Install #8 Bare 0007 2.00 EACH Install Type D Ground Box 0008 1.00 EACH Install SPL-80-30 Type C Pole 0009 15:00 LF Install 36-B Foundation 0010 1.00 EACH Install CCTV Cabinet 0011 4.00 EACH Install CCTV Cameras 0012 1.00 LS Install Metal W-Beam Guard Fence W/Term Anchor Section And End Treatment 0013 1.00 LS		
5	210003 - Engineering Day - Outside Service UPDATING ENGINEERED DRAWINGS WITH UPDATED DOT GUARD RAIL SPECS AND NEW KNOWN POWER RUN	\$1,250 00	\$6,250.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$0.00 \$83,750.00
Upfront	Goods & Services Sub-total (Pre-tax):	· ·	\$83,750.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$83,750.00



Quote Offer Terms and Conditions

This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as identified herein.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing by an authorized representative of Selex. Selex will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing by an authorized representative of Selex.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. Refer to the Selex Software License Agreement documentation provided with the shipment.

Payment Terms. Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Dalay. Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their Interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

Quote: 16993



Lance Sumter Texoma HIDTA 8404 Esters Blvd # 100 Irving, TX 75063 May 11, 2018

Mr. Sumter,

Please use this letter as a sole source reference. Selex-ES, a Leonardo Company's ELSAG ALPR Systems are the only ALPR solutions compatible with the Houston HIDTA ALPR network. No other ALPR system works within the Houston HIDTA Enterprise Operation Center(EOC) server based ALPR data base application.

ELSAG ALPR Systems Texas DIR contract #TX DIR TSO 3788 as well as our GSA Contract GSA (GS-07F-0004Y) www.qsaadvantage.gov are both great options for purchasing ALPR hardware to connect to the Houston HIDTA ALPR network.

Please let me know if there are further questions.

Kindest Regards,

Craig Duncan

Southern Regional Field Operations Manager

ELSAG ALPR Systems

Selex ES Inc., a Leonardo Company 4221 Tudor Lane Greensboro, NC 27410 USA Tel +1 877 773 5724 Fax + 1 336 379 7164

7 Sutton Place Brewster, NY 10509 USA Tel +1 845 278 5425 info@leonardocompany-us.com

Page 1 of 1

View assistance for SAM gov A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login gov. ALERY June 11 2018. Fulfiles registering in SAM must automica not relevable to expositing their authorized Earth. Unditinizator. Readour average EALDs to fear in more abaset. changes to the notalized fetter review process and other system improvements A SEEKE-There may be a delay in that a updates between the Small Rusiness Administration (SDA) and SAM. If you notice any issues with some emity's SDA status or morbic updates \$84 St pplemental range, please current the Federal Service Desk. Search Results Current Search Terms: Selex ES Inc.* Save POF Export Results Result Page. Relevance V Other by Descending V Your search for Selev I S Inc.* returned the following results... Entity Seles ES Inc. Status: Active " DUNS: 198749777 CAGE Code: 64413 Has Active Exclusion?: No View Details DoDAAC! Explication Date: 11/14/2019 Debt Subject to Offset? No Purpose of Registration: All Awards Profittings is Save PDF Export Results Print Both of Marketing Parties of the Control of the Con 1 1515(6 1117



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DEC 17 2018

NAVARRO COUNTY AUDITOR'S OFFICE

Departmental Purchase Requisition

Company	Selex ES, Inc.	Budget Number	201	17 Tavama (11074		
Address	4221 Tudor Lane	Request Date		2017 Texoma HIDTA 12/13/18		
City	Greensboro	Phone Number				
State	NC Zip/Postal Code 27410	Fax Number				
Country	US	Contact Name				
item No.	Description	and the state of t			Service and the service and th	
1	Engineering Day - Outside Service		uantity	Unit Cost	Amount	
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	Quote 16884			the second of th	in an adoptive discharged wavelings to marriage the manufacture and	
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lum To:	Navarro County Auditor's Office 601 North 13th Street, Suite 6	Auditor Approv				

Corsicana, Texas 75110



Selex ES, Inc Elsag ALPR/ANPR Solutions 4221 Tudor Lane Greensboro, NC 27410 DUNS#: 198749777 FED TAX ID: 980353098

QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com

Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@elsag com for processing

Quote#: 16884

Funding Source:

Grant Details:

Payment Method:

Quote Date: 5/15/2018

Quote Expiry Date: 1/25/2019 Requested Delivery Date: 10/26/2018

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the

Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

Make checks payable to Selex ES, Inc.

Contracts: No Contract Used

Comments: UPDATED TEXOMA DENTON I-35 NORTHBOUND CONSTRUCTION-POWER RUN TO

EXISTING TX DOT POLE, CAMERA MOUNTING AND NETWORKING:

SEE BELOW COMMENTS AND LINE ITEM COMMENTS FOR DESCRIPTION

This proposal includes all labor, material and equipment necessary to install (1) new underground 240/480V type "D" electrical service with 3KVA step-down transformer and 120/240V secondary panel, (2) Type D ground boxes, and all electrical trenched and bored conduit and conductors to existing TxDOT CCTV pole and connectect to ELSAG furnished CCTV cabinet. FTCD to assist in installation of ELSAG furnished CCTV cameras and mounting hardware. • This proposal is based on the drawings, quantities and descriptions provided by Craig Duncan of Elsag ALPR Systems in his email dated 05/03/18. Rev 1 includes revised service assembly plus additional conduit run lenth and upsized conductors per site conditions. • ELSAG will provide all cameras, camera controller cabinet, camera mounting hardware and all connecting cables. • Our price includes Insurance. • All work is guaranteed to be installed in accordance with the latest applicable Code regulations, and to be free from mechanical and electrical defects for one year from the date of acceptance.

	Bill To:	HIDTA T					
	·	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063 United States		HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063			
1	Product Oh	Dardwin					

Product Qly	Product/Service		
34	210003 - Engineering Day - Outside Service	Unit Price	Amount
	0001 1.00 LS Install New U/G 240/480V Electrical Service With 120/240V Secondary Panel 0002 850 00 LF Install 2" Sch 40 PVC Conduit 0003 110.00 LF Install 2" Sch 40 PVC Conduit Bore 0004 2.100.00 LF Install #6 XHHV Insulated 0005 1,050 00 LF Install #8 Bare 0008 1.00 EACH Install CCTV Cabinet 0007 4.00 EACH Install CCTV Cameras 0008 1.00 LS Mobilization 0009 2.00 EACH	\$1,250.00	\$42,500.00

Date Printed: 11/16/2018

Product Qty	Product/Service	Unit Price	Amount
Subtotals Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$0.00 \$42,500.00	
Upfrant	Upfront Goods & Services Sub-total (Pre-tax):		\$42,500.00
Tax	Tax Tax Exempt		\$0.00
Total	Total Goods & Services Total: \$4		\$42,500.00





Quote Offer Terms and Conditions

This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as Identified herein.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties, if there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing by an authorized representative of Selex. Selex will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing by an authorized representative of Selex.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation. Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and for the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. Refer to the Selex Software License Agreement documentation provided with the shipment.

Payment Terms. Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

Quote: 16884



Lance Sumter Texoma HIDTA 8404 Esters Blvd # 100 Irving, TX 75063

May 11, 2018

Mr. Sumter,

Please use this letter as a sole source reference. Selex-ES, a Leonardo Company's ELSAG ALPR Systems are the only ALPR solutions compatible with the Houston HIDTA ALPR network. No other ALPR system works within the Houston HIDTA Enterprise Operation Center(EOC) server based ALPR data base application.

ELSAG ALPR Systems Texas DIR contract #TX DIR TSO 3788 as well as our GSA Contract GSA (GS-07F-0004Y) <a href="https://www.gsaadvantage.gov www.gsaadvantage.gov are both great options for purchasing ALPR hardware to connect to the Houston HIDTA ALPR network.

Please let me know if there are further questions.

Kindest Regards,

Craig Duncan

Southern Regional Field Operations Manager

ELSAG ALPR Systems

Selex ES Inc., a Leonardo Company 4221 Tudor Lane Greensboro, NC 27410 USA Tel +1 877 773 5724 Fax + 1 336 379 7164

7 Sutton Place Brewster, NY 10509 USA Tel +1 845 278 5425 info@leonardocompany-us.com



View assistance for SAM, gov A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. Lindinguy FAQs A SERT - Jone 11, 2018. Emilies registering in SAM most submit a per private letter appointing their author not Emily. Administrator, Reset not product FAM to learn more about thing is to the notal and left a residus process and other system improvements MERK. There may be a detay in data in data in data in data in dates be in ten the Small Bendress Administration (SDA) and SAM. By a incitive any issues with your entity a SBA status or true ble on the SBA Supplemental page, please contact the Enderal Service Desk. Search Results Current Search Terms: Selex ES Inc.* Total records a Save PDF Export Results Result Page read to Relevance V Challen by Descending V Your search for Selex ES Inc * returned the following results... Entity Status: Arthu " Selex ES Inc. DUNS: 198749777 CAGE Code: 64415 Verw Details Has Active Exclusion?: No DoDAAC: Expiration Date: 11/14/2019 Debt Subject to Offset? No Purpose of Registration: All Awards Recordings in Save PDF Export Results Print S. al- 8.50 - 48 - 188 from 14 - 1 A free plants from 188 free 188 14.49 2000



Lance Sumter Texoma HIDTA 8404 Esters Blvd # 100 Irving, TX 75063

May 11, 2018

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ELSAG ALPR Systems Texas DIR contract #TX DIR TSO 3788 as well as our GSA Contract GSA (GS-07F-0004Y) www.gsaadvantage.gov are both great options for purchasing ALPR hardware to connect to the Houston HIDTA ALPR network.

Please let me know if there are further questions.

Kindest Regards,

Craig Duncan
Southern Regional Field Operations Manager
ELSAG ALPR Systems

Selex ES Inc., a Leonardo Company 4221 Tudor Lane Greensboro, NC 27410 USA Tel +1 877 773 5724 Fax + 1 336 379 7164







Departmental Purchase Requisition

Company	Selex ES	i, inc.		Budget Number 2017 Texoma HIDTA			
Address 4221 Tudor Lane		lor Lane	e Requ		12/13/18		
City	Greensb	oro B		Phone Number		10	
State	NC	Zip/Postal Code	27410	Fax Number			
Country	US	117		Contact Name	*	0	*

Item No.	Description	Quantity	Unit Cost	Amount
1	ELSAG - Plate Hunter	1	\$7,495.00	\$7,495.00
2	Pole Mount 2 Cam Horizontal	2	\$630.00	\$1,260.00
3	Cable 50ft FG pigtail	the property and the second se	\$630.00	\$2,520.00
4	Operation Center License 5.X		\$1,275.00	\$5,100.00
5	Engineering - EOC Outside Services	2	\$1,250.00	\$2,500.00
6	Engineering Day Field Support	2	\$1,250.00	\$2,500.00
7	Engineering Hour - Helpdesk	2	\$160.00	\$320.00
8	KVM console to USB 2.0	months to the section of the section	\$420.00	\$420.00
of the second se	Quote # 17090		** ** *************************	
Comments	DIR -TSO-3788		Cubiatal	200 445 0
Commence	- The state of the		Subtotal	\$22,115.00
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			Total	\$22,115.00

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Authorized by Official/Department Head	Vendor No:
	Purchase Order No:
Date: 12-13-2018	G/L Account No:
Return To: Navarro County Auditor's Office	Auditor Approval:

Corsicana, Texas 75110





Selex ES, Inc Elsag ALPR/ANPR Solutions 4221 Tudor Lane Greensboro, NC 27410 DUHS#: 198749777 FED TAX ID: 980353098

QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com

Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@elsag.com for processing

Quote#: 17090

Quote Date: 6/14/2018

Funding Source:

Quote Expiry Date: 1/25/2019

Grant Details: Payment Method:

Requested Delivery Date: 8/31/2018 Rate Sheet: Gsa Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed

upon by the Parties. All orders shipped FOB Greensboro

Make checks payable to Selex ES, Inc.

Contracts: TX DIR #DIR-TSO-3788

Comments: UPDATED DENTON SB I-35 ALPR HARDWARE

-CUSTOMER IS PROVIDING MODEM

-CUSTOMER HAS CAMERAS - DEA DONATED 4XFH 50MM CAMERAS

ONE TIME HIDTA ALPR NETWORK INCLUDED

- FCU WARRANTED FOR A YEAR FREE

- NO WARRANTY ON CAMERAS

- CUSTOMER TO PROVIDE 110 POWER TO FCU

-	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063 United States		HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063
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Product Qty	Product/Service	Unit Price	Amount
1	140504 - ELSAG Plate Hunter F2-4	\$7,495.00	\$7,495.00
	(1) 120047 - ELSAG Plate Hunter F2-FCU Wireless (1) 411263 - Pelco Cable Pole Clamp (1) 411263 - Pelco Cable Pole Clamp (1) 510033-CSC - Car System Version 6 X - EOC Connected		
2	421218 - Pole Mount 2 Cam Horizontal	\$630.00	\$1,260.00
4	410395-50 - Cable 50ft FG Pigtail	\$630 00	\$2,520 00
4	510322-5.X - EOC Operation Center License 5.X	\$1,275.00	\$5,100.00
2	210003 - Engineering Day - Outside Service OPTIONAL IF CUSTOMER HAS BUCKET TRUCK TO PROVIDE	\$1,250,00	\$2,500.00
2	210003-F - Engineering Day - Field Support	\$1,250.00	\$2,500.00
2	210005-H - Engineering Hour - Helpdesk	\$180.00	\$320.00
1	412841 - KVM Console to USB 2.0 (Crash Carl)	\$420.00	\$420.00

Date Printed: 12/11/2018

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Product Qty	Product/Service	Unit Price	Amount
Sublotals Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items			\$22,115.00 \$0.00
Upfront	Goods & Services Sub-total (Pre-tax):		\$22,115.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total		\$22,115.00

Date Printed: 12/11/2018





Quote Offer Terms and Conditions

This Quote constitutes an Offer from Selex ES Inc. (Selex) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Selex for the Products/Services and prices as Identified herein.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing by an authorized representative of Selex. Selex will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing by an authorized representative of Selex.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation. Unless otherwise agreed to by the Parties, Selex ES agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Selex ES or its licensors. Refer to the Selex Software License Agreement documentation provided with the shipment.

Payment Terms. Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment involce(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination taws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

Quote: 17090

Date Printed: 12/11/2018



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DUNE: 198749777	CAGE Code: 64415	
Has Active Exclusion?: No Expiration Date: 11/14/2019	DoDAAC: View Details	
Purpose of Registration: All Awards	Debt Subject to Offset?: No	
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Lance Sumter Texoma HIDTA 8404 Esters Blvd # 100 Irving, TX 75063 May 11, 2018

Mr. Sumter,

Please use this letter as a sole source reference. Selex-ES, a Leonardo Company's ELSAG ALPR Systems are the only ALPR solutions compatible with the Houston HIDTA ALPR network. No other ALPR system works within the Houston HIDTA Enterprise Operation Center(EOC) server based ALPR data base application.

ELSAG ALPR Systems Texas DIR contract #TX DIR TSO 3788 as well as our GSA Contract GSA (GS-07F-0004Y) www.qsaadvantage.gov/http://www.qsaadvantage.gov are both great options for purchasing ALPR hardware to connect to the Houston HIDTA ALPR network.

Please let me know if there are further questions.

Kindest Regards,

Craig Duncan

Southern Regional Field Operations Manager

ELSAG ALPR Systems





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Departmental Purchase Requisition

Company	Selex ES, Inc.			Budget Number	2017 Texoma HIDTA	
Address	4221 Tu	dor Lane		Request Date	12/13/18	
City	Greensb	oro	· · · · ·	Phone Number		
State	NC	Zip/Postal Code	27410	Fax Number		
Country	US			Contact Name		

Item No.	Description	Quantity	Unit Cost	Amount.
1	ELSAG - Plate Hunter	1	\$7,495.00	\$7,495.0
2	Pole Mount 2 Cam Horizontal	2	\$630.00	\$1,260.00
3	Cable 50ft FG pigtail	4	\$630.00	\$2,520.00
4	Operation Center License 5.X	4,	\$1,275.00	\$5,100.00
5	Engineering - EOC Outside Services	2	\$1,250.00	\$2,500.00
6	Engineering Day Field Support	The transfer of the second sec	\$1,250.00	\$2,500.00
7	Engineering Hour - Helpdesk	2	\$160.00	\$320.00
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Comments	DIR -TSO-3788	and the state of t	Subtotal	\$21,695.00
	2017 DHE Equipment			
	Sole Source	Sh	ipping Charge	, manufacture and Promise spalings
	_	man un manusculus in circum griful produkt d. d. d. d. della in communication della	Total	\$21,695.00

, ,	
Authorized by Official/Department Head	Auditor Use Only
Authorized by Official/Department Head	Vendor No:
Date: 12-13-2018	Purchase Order No:
Daile. 1543 901	G/L Account No:
Return To: Navarro County Auditor's Office	Auditor Approval:
601 North 13th Street, Suite 6	4. A. G. Carlotte

Corsicana, Texas 75110





Selex ES, Inc. Elsag ALPR/ANPR Solutions 4221 Tudor Lane Greensboro, NC 27410 DUHS#: 198749777 FED TAX ID: 980353098

QUOTE

Prepared By: Craig Duncan craig.duncan@leonardocompany-us.com

Phone: (910) 986-0596

Please include the quote number on your purchase orders and email them to orders@elsag.com for processing

Quote#: 17902

Quole Date: 11/2/2018

Funding Source:

Quote Expiry Date: 1/25/2019

Grant Details: Payment Method:

Requested Delivery Date: 8/31/2018

Rate Sheet: Gsa Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed

upon by the Parties. All orders shipped FOB Greensboro

Make checks payable to Selex ES, Inc.

Contracts: TX DIR #DIR-TSO-3788

Comments: UPDATED DENTON NB 1-35 ALPR HARDWARE

-CUSTOMER HAS CAMERAS - DEA DONATED 4XFH 50MM CAMERAS

-CUSTOMER PROVIDES MODEM

ONE TIME HIDTA ALPR NETWORK INCLUDED

- FCU WARRANTED FOR A YEAR FREE

- NO WARRANTY ON CAMERAS

- CUSTOMER TO PROVIDE 110 POWER TO FCU

1	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063 United States	,	HIDTA - Texoma 8404 Esters Boluevard Suite 100 Irving, TX 75063
	Office Offices		

Product City	Product/Service	Unit Price	Amount
1	140504 - ELSAG Plate Hunter F2-4	\$7,495.00	\$7,495.00
	(1) 120047 - ELSAG Plate Hunter F2-FCU Wireless (1) 411263 - Pelco Cable Pole Clamp (1) 411263 - Pelco Cable Pole Clamp (1) 510033-CSC - Car System Version 6.X - EOC Connected		
2	421218 - Pole Mount 2 Cam Horizontal	\$630.00	\$1,260.00
4	410395-50 - Cable 50ft FG Piglail	\$630.00	\$2,520.00
4	510322-5.X - EOC Operation Center License 5.X	51,275.00	\$5,100.00
2	210003 - Engineering Day - Outside Service OPTIONAL IF CUSTOMER HAS BUCKET TRUCK TO PROVIDE	\$1,250.00	\$2,500.00
2	210003-F - Engineering Day - Field Support	\$1,250.00	\$2,500.00
2	210005-H - Engineering Hour - Helpdesk	\$169.00	\$320.00

Product Qty	Product/Service	Unit Price	Amount
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$21,695.00 \$0.00
Upfront	Goods & Services Sub-total (Pre-tax):	-	\$21,695.00
Tax	Tax Exempt		\$8.00
Total	Goods & Services Total		\$21,695.00



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Payment Terms. Selex shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Selex are subject to cancellation by Customer only upon the express written consent of Selex. Upon such cancellation and consent, Selex shall cease all work pertaining to the Customer's order, and Customer shall pay Selex for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Selex.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX WARRANTY COVERAGE DOCUMENTATION, SELEX INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Selex for any liability incurred by Selex as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Selex's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Selex for any liability incurred as a result of breach of such obligation.

Quote: 17902

View assistance for SAM gay A NEW WAY TO SIGN IN - If you already have Jing In a SAM account, use your SAM email for login.gov. Lughinger FAQs ALFRY June 11 2018: Politics registering in SAM must submit a rectative appointing their authors and Furth Administrator. Reaction methods FAM to learn more about disinges to the notarized letter review process and other system improvements. A FET - There may be a delay in data updates between the Small flusiness 4.5m2 detail on (SB4) and SAM, if you matter any issues with non-intig-1 SB4 status or trouble on the SBA Supplemental (1993), please contact the Federal Service Desk. Search Results Current Search Terms: Selex ES Inc.* To al neurole i Export Results the sult Page: Relevance V Ordaniy Descending V Your search for Selev US fac * returned the following results... Status: Active ? Selea ES Inc. DUNS: 198749777 CAGE Code: 64113 View Details Has Active Exclusion? No DoDAAC Expiration Date: 11/14/2019 Debt Subject to Offset?: No Purpose of Registration: All Awards Front Page 1 Export Results Print mark by with the decrease. I A things distributes transfelling Given 141



Lance Sumter Texoma HIDTA 8404 Esters Blvd # 100 Irving, TX 75063

May 11, 2018

Mr. Sumter,

Please use this letter as a sole source reference. Selex-ES, a Leonardo Company's ELSAG ALPR Systems are the only ALPR solutions compatible with the Houston HIDTA ALPR network. No other ALPR system works within the Houston HIDTA Enterprise Operation Center(EOC) server based ALPR data base application.

ELSAG ALPR Systems Texas DIR contract #TX DIR TSO 3788 as well as our GSA Contract GSA (GS-07F-0004Y) <a href="https://www.gsaadvantage.gov www.gsaadvantage.gov http://www.gsaadvantage.gov are both great options for purchasing ALPR hardware to connect to the Houston HIDTA ALPR network.

Please let me know if there are further questions.

Kindest Regards,

Craig Duncan
Southern Regional Field Operations Manager
ELSAG ALPR Systems

Selex ES Inc., a Leonardo Company 4221 Tudor Lane Greensboro, NC 27410 USA Tel +1 877 773 5724 Fax + 1 336 379 7164

7 Sutton Piace Brewster, NY 10509 USA Tel +1 845 278 5425 info@leonardocompany-us.com

RESOLUTION NO. 2019-01

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 SWEET TANGERINE LLC, C/O CARMEN AUSTIN 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 Commissioners Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas, and Sweet Tangerine LLC, C/O Carmen Austin, 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 Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the County of Navarro, Texas.

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

- Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro, Texas, and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.
- Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.
- Section 3. That this approval and execution of the AGREEMENT on behalf of the County of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.
 - Section 4. This Resolution shall become effective from and after its passage.
 - Section 5. This Resolution shall become effective for the property at 126 West 5th Avenue.

PASSED and APPROVED by majority vote of the County of Navarro Commissioners Court, Navarro, Texas, and the land day day of January 2019.

H.M. Davenport, County Judge

Sherry Dowd, County Clerk

STATE OF TEXAS

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COUNTY OF NAVARRO

8

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between THE COUNTY OF NAVARRO, a political subdivision of the State of Texas, acting herein by and through its County Judge and hereinafter referred to as the COUNTY, and Sweet Tangerine LLC, C/O Carmen Austin, hereinafter referred to as the OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of the City of Corsicana, Texas, hereinafter referred to as 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 the COUNTY as required by Chapter 312, Texas Tax Code; and

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

WHEREAS, the CITY has sent written notice that the CITY 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 Corsicana 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 the 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 "<u>Taxable Value</u>" 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, including land and improvements, located at 126 West 5th Avenue in Corsicana, Texas, described as Block 251, Lot F, Property ID No. 40102, and by map attached hereto as EXHIBIT A and made a part hereof, and shall be herein referred to as the PROPERTY.

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- 2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the real property as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least \$30,743.00. On or before December 31, 2018, the OWNER shall substantially complete all Improvements. Notwithstanding the foregoing deadlines, the 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 the 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.
- As good and valuable consideration for this Agreement, the OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. The 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).
- The 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 December 31, 2018. Said ad valorem real property tax abatement/freeze shall be for a five (5) year term, beginning in tax year 2019, 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 December 31, 2018, 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, the OWNER shall certify to the governing body of the CITY, on behalf of each taxing unit, that the OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

- In the event that (a) the 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 \$30,743.00, whichever is less; (b) the OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least One Hundred Fifty-six Thousand Five Hundred Twenty Dollars (\$156,520.00), which includes the 2018 real property appraised value plus any property improvements; (c) the 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) the OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) the 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, the 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, the OWNER shall repay to the COUNTY 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 the COUNTY will suffer damages in the event of the 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. The OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.
- 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 Commissioners Court approving, or having responsibility for the approval of this Agreement.
- 6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by the 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, the OWNER may assign its rights under this Agreement to a wholly owned subsidiary of the OWNER, subject to the 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, to the extent allowed by law.
- 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
Attention: County Judge
Navarro County Courthouse
300 West 3rd Avenue
Corsicana, Texas 75110

For OWNER, by notice to:

Sweet Tangerine LLC C/O Carmen Austin 126 West 5th Avenue Corsicana, Texas 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 Commissioners Court at its regularly scheduled meeting on the 14th day of January 2019, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.
- 6.11 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and the OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this 14th day of January 2019.

ON NAVAR	APPROVED: COUNTY OF NAVARRO By: H.M./Davenport, Jr., County Judge
TTEST:	Third Davenport, 11., County Judge

Sherry Dowd, County Clerk

SWEET TANGERINE LLC

Ву:		
-	Carmen Austin, Owner	

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. Application for Tax Abatement
- C. Description of Improvement Cost

RESOLUTION NO. 2019-02

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 N & N LAND LLC 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 Commissioners Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas, and N & N Land LLC 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 Commissioners Court is of the opinion that the terms and conditions thereof should be approved, and that the County Judge shall be authorized to execute it on behalf of the Navarro County, Texas.

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

- Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the Commissioners Court of the County of Navarro and found to be acceptable and in the best interests of the County of Navarro and its citizens, are hereby in all things approved.
- **Section 2.** The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.
- Section 3. That this approval and execution of the AGREEMENT on behalf of the County of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.
 - Section 4. This Resolution shall become effective from and after its passage.
 - Section 5. This Resolution shall become effective for the property at 114 East 3rd Avenue.

PASSED and APPROVED by majority vote of the County of Navarro Commissioners Court, Navarro, Texas, on the 14th day of January 2019.

H.M. Dayenport, County Judge

ATTEST

Sherry Dowd, C

STATE OF TEXAS

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COUNTY OF NAVARRO

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TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between the County of Navarro, a political subdivision of the State of Texas, acting herein by and through its County Judge and hereinafter referred to as the COUNTY, and N & N Land LLC, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 24th day of February, 2014, the City Council of City of Corsicana, hereinafter referred to as 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 the COUNTY as required by Chapter 312, Texas Tax Code; and

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

WHEREAS, the CITY has sent written notice that CITY 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 Corsicana 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 the 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 the OWNER.
- 1.5 "<u>Tangible Personal Property</u>" 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 "<u>Taxable Value</u>" 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, including land and improvements, located at 114 East 3rd Avenue in Corsicana, Texas, described as Block 245, Lot E 50' of A, a re-plat of Lots 5 thru 8 (50 X 140), Property ID No. 40125, and by map attached hereto as EXHIBIT A 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 real property as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a total In Service Project Cost of at least \$11,346.00. On or before December 31, 2018, the OWNER shall substantially complete all Improvements. Notwithstanding the foregoing deadlines, the 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 the 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, the OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. The 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).
- The 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 December 31, 2018. Said ad valorem real property tax abatement/freeze shall be for a five (5) year term, beginning in tax year 2019, 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 December 31, 2018, 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, the OWNER shall certify to the governing body of the CITY, on behalf of each taxing unit, that the OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

- In the event that (a) the 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 \$11,346.00, whichever is less; (b) the OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property of at least Forty Thousand Two Hundred Fifty Dollars (\$40,250), which includes the 2018 real property appraised value plus any real property improvements; (c) the 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) the OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (e) the OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, then this Agreement shall be in default.
- In the event of default, the 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, the OWNER shall repay to the COUNTY 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 the COUNTY will suffer damages in the event of the 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. The 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 Commissioners Court approving, or having responsibility for the approval of this Agreement.
- 6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by the 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, the OWNER may assign its rights under this Agreement to a wholly owned subsidiary of the OWNER, subject to the 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, to the extent allowed by law.
- 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
Attention: County Judge
Navarro County Courthouse
300 West 3rd Avenue
Corsicana, Texas 75110

For OWNER, by notice to:

N & N Land LLC 6580 West State Highway 31 Corsicana, Texas 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 Commissioners Court at its regularly scheduled meeting on the 14th day of January 2019, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.
- 6.11 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and the OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

Witness our hands this 14th day of January 2	019.
SAXAT VILLE	APPROVED: COUNTY OF NAVARRO By: H.M. Davenport, Jr., County Judge
ATTEST: ANULY HOWA Sherry Dowd, County Clerk	
	N & N LAND LLC
47	By:

EXHIBITS ATTACHED:

- A. Diagram Map of CDRD Showing Property Location
- B. Application for Tax Abatement
- C. Description of Improvement Cost

NP

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

TOTAL PAGES INCLUDING COVER SHEET__6__

3

NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 31, 2018

DESCRIPTION	TAXES	DISCOUNT	PENALTY &	SUBTOTAL	COLLECTION	RENDITION PENALTY CAD%	NET TAXES	MEMO ONLY	% CURRENT LEVY
NAVARRO CO REVOLVING&CLEARING	NG&CLEARING		3						
CURRENT	3,456,717.92	0 00	0.00	3.456.717.92	0.00	37 15	3,456 680 77	000	\$21,007,055 42
DELINQUENT	25,869 48	0.00	8,873 74	34,743 22	0.00	1 07	34,742 15	6,974 32	
TOTAL	\$3,482,587.40	\$0.00	\$8.873.74	\$3,491,461,14	\$0.00	JR 22	\$3,491,422.92	26,974,32	1646%
NAVARRO COLLEGE						d. de			
CURRENT	701,864 75	0.00	0.00	701,864 75	19,949 37	724	FI 806 189	000	\$4,211,190 13
DELINQUENT	5.096 97	0.00	1,743 85	6,840.82	0.00	0 20	6,840.62	1,364 57	
TOTAL	\$706,961.72	\$0.00	\$1,743.85	\$708,705 57	\$19,949.37	7.44	\$688,748.76	\$1,364.57	16 67%
CITY OF RICE									
CURRENT	27,736 03	0.00	000	27,736 03	305.45	191	27,428 67	0 00	\$236,279 69
DELINQUENT	123 20	0.00	39 33	162 53	000	0.00	162 53	27 93	
. 6002	327,839 23	3000	239 33	\$27,898.56	\$305 45	191	\$27,591 20	\$27 93	11 74%
CITY OF KEKENS									
CURRENT	37,699 85	1196	000	37,303 71	424 35	10 90	36 868 46	000	\$334,686 17
DELINQUENT	553 47	0.00	226 30	779 77	0.00	000	779.77	155 %	
TOTAL	\$38,253 32	\$3% I4	\$226.30	81 E80 8E\$	S424 35	10 90	\$37,648 23	\$155 96	11,26%
CITY OF CORSICANA		•							
CURRENT	1,265,811 43	0 00	0.00	1,265,811 43	5,333 69	19 25	1.260.458.49	000	\$9,354,294,46
DELINQUENT	11,037 44	000	3,707.26	11,741 70	00 00	0.36	14,744 34	2,743 94	
TOTAL	\$1,276,848.87	\$0.00	\$3,707.26	\$1,280,556 13	\$5,333,69	1961	\$1,275,202 83	\$2,743.94	13 53%
CITY OF BARRY				Andrew of the second se	ed mine A. F. n. her resq.				
CURRENT	4,237.27	000	000	4,237.27	59 86	0 00	4,17741	0,00	\$23,065.48
DELINQUENT	542.80	00 0	191 87	734 67	00 0	0.00	734 67	146 93	
TOTAL	\$4,780 07	\$0 00	\$191.87	\$4,971 94	\$59.86	0.00	\$4,912.08	\$146.93)# 37%

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NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 31, 2018

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION	RENDITION PENALTY CAD%	NET TAXES DUE	MEMO ONLY	% CURRENT LEVY
CITY OF EMILOUSE					A STATE OF	p vegene e grap e dead in de meen grap	The state of the s		
CURRENT	1,040 73	000	0.00	1,04073	61 09	0.00	979 64	000	\$11.147.06
TOTAL	\$1,040.73	. \$0.00	\$0.00	\$1,040.73	\$60 19\$	000	\$97964	\$0.00	76FL D
CITY OF RICHLAND			22						1
CURRENT	2,137 09	0.00	000	2,137.09	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0.00	\$0.966.1	000	\$21.516.40
DELINQUENT	30 54	0 00	6 76	37 30	0 00	0 00	37.30	7.46	
TOTAL	\$2,167.63	\$0.00	\$6.76	\$2,174,39	10 It is	0.00	\$2 033 35	91-75	%566
CITY OF GOODLOW								de la deservación de la constitución de la constitu	op op ville fankling i en med de delem om en megleppin op i 18 de de en serre de dem
CURRENT	215 94	000	00 0	21594	103 32	000	112.62	000	SA 370 86
DELINQUENT	(0 78)	000	(0.44)	(1 22)	0 00	0.00	(1 22)	(0.25)	
TOTAL	91 512	\$0.00	(11 02)	\$214.72	25 6015	0.00	Or 1115	(\$0.25)	\$ 00%
CITY OF FROST									(V) THE TWO IS NOT TH
CURRENT	12,252 37	120 37	000	12,132 00	192 29	0.05	11,939 66	000	t8 8£1.1015
DELINQUENT	228.47	0.00	72 15	300 62	0 00	0 00	300 62	£1 09	
TOTAL	\$12,480 84	\$120 37	\$72.15	\$12,432.62	\$192.29	0.05	812,240 28	\$60 13	12 11%
CITY OF DAWSON									
CURRENT	16,337 18	0.00	0 00	16 337 18	257 89	0.00	16 079 29	0.00	\$104,056.28
DELINQUENT	155 32	U 00	68 PCI	290.21	0 00	0 00	290.21	56 55	
TOTAL	\$16,492 50	\$0.00	\$134 89	\$16.627.39	\$257 89	0 00	\$16,369 50	\$56.55	15 70%
CITY OF BLG GROVE	-	-							
CURRENT	18,340 38	000	0.00	18,340,38	238.21	0.00	18,10217	000	\$129,506.21
DELINQUENT	374 46	000	90 36	464 82	0.00	000	464 82	92 93	,
TOTAL	SI8.714.84	\$0.00	\$90.36	\$18,805,20	\$238.21	000	\$18,566 99	\$97 93	14 I KA

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Mavatto County Tax Office

NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 31, 2018

DESCRIPTION	TAXES	DISCOUNT	PENALTY &	SURTOTAL	COLLECTION	RENDITION PENALTY CAD%	NET TAXES	MEMO ONLY	% CURRENT LEVY
NAVARRO COUNTY EMERGENCY	MERGENCY								
CURRENT	32,967 11	0.00	0.00	32,967 11	22	0 80	J2,801 49	0 00	\$157,109 08
DELINQUENT	454 72	0.00	151 83	606 55	40 26	0 00	566 29	121 30	
TOTAL	\$33,421 83	\$0.00	SH 1518	\$33,573.66	\$205 08	0 %0	\$33,367 78	\$121 30	20 98%
HENDERSON COUNTY LEVEE	LEVEE.		-						VIETE THE THE THE THE THE THE THE THE THE
CURRENT	1,695 91	000	0 00	1,695 91	33 92	000	1,661 99	000	\$3,729.40
TOTAL	\$1,695.91	\$0.00	\$0.00	\$1,695.91	\$33.92	000	\$1,66199	\$0.00	45 47%
BLOOMING GROVE ISD	ö	The state of the s	regions of the September of American September 1997	учунинальный пальты почущей в цене у ф фицев. форма					
CURRENT	378,874 68	0 00	000	378,574 68	1,948,73	000	376 925 95	0.00	\$2,360,862.46
DELINQUENT	17.608	000	251 10	1,060 31	0.00	0.00	1,060 31	212.02	
TOTAL	\$379,683 89	\$0.00	\$251 10	\$379,934 99	\$1,948 73	000	\$377,986.26	\$212.02	16.05%
CORSICANA ISD									
CURRENT	3,292,552 72	0 00	0.00	3,292,552.72	7,702 67	52.95	3,284,797 10	0.00	\$12,968,926.04
DELINQUENT	28 048 28	0.00	9,000 21	37,048 50	0 00	233	37,046 17	7,129,26	
TOTAL	\$3,320,601 00	\$0.00	\$9,000 12	\$3,329,601,22	\$7,702.67	55.28	\$3,321,843,27	\$7,129.26	WIE PI
DANYON LSD									
CURRENT	490,280 14	0.00	000	490,280 14	1,652 30	000	488,627 84	000	\$2,285,687.92
DELINQUENT	4,679 53	0.00	1,814.43	6,493 96	000	000	6,493 96	1,366 65	
TOTAL	\$494,959 67	\$0.00	\$1,814.43	\$496,774 10	\$1,652.30	000	\$495,121.80	\$1,366.65	21 45%
KERENS ISD									
CURRENT	R50,736 78	0.00	0.00	850,736 78	2,641 63	22 80	8+8,072 35	0,00	\$3,933,632,37
DELINQUENT	10,895 72	0.00	3,502,90	14,398.62	000	0.00	14,398 62	2,879 71	
TOTAL	\$861,632.50	\$0.00	\$3,502.90	\$865,135.40	\$2,641.63	22 80	\$862,470 97	\$2,87971	21 63%

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NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 31, 2018

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION	RENDITION PENALTY CAD%	NET TAXES	MEMO ONLY ATTY FEES	% CURRENT LEVY COLLECTED
RICE ISD									
CURRENT	527,637 69	000	000	527,637,69	1,276.33	576	526,355,60	00:0	\$2,241 988 30
DELINQUENT	2,004 01	0.00	489 17	2,493 18	0.00	0.00	2,493 18	496 67	
TOTAL	\$529 641 70	\$0.00	\$189.17	\$530 130 87	\$1,276 33	57h	S528 848 78	\$496.67	23 53%
MILDRED ISD		exemble agent of the second se	tres - reprings - spreys - magerips it study alread standards - diction on the desire	And the state of t	Temphysical dam via desiral propries	the Article of States of S	And the second s		e y step de y Auden e place de , deur ser sende — geografie — egy se hatte - d
CURRENT	1,018,214 91	0.00	000	1,018,214.91	11 (200 (0.35	1,015,151,45	000	\$6 032 840 15
DELINQUENT	(1,902 79)	0.00	620 91	(1,281 88)	0 00	000	(1,281 88)	571 51	
TOTAL	\$1,016,312 12	\$0.00	\$620 91	\$1,016,933.03	\$3,063.11	\$6.0	\$1,013,869 57	\$571.51	% 15 9.1
FROST ISD									
CURRENT	356 891 38	0.00	0.00	356 891 38	952 43	1 70	355,937.25	000	\$2,075 655 36
DELINQUENT	530 82	0.00	51-161	72527	0 00	0 00	725 27	145 06	
RENDITION PENALTY	\$357,422.20	\$0.00	\$194.45	\$357,616.65	\$952.43	170	\$356,662.52	\$145.06	17 19%
CURRENT	f) 00	0.00	000	000	000	(160.86)	160 86	000	C
DELINQUENT	000	0 00	0.00	0 00	000	(3 96)	396	000	
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(164 82)	\$164.82	\$0.00	
GRAND TOTAL:	\$12,583,773 13	15 965	\$31,111 08	\$12,614,367.70	\$-16,542.76	\$0.00	\$12,567,824 94	\$24,552.65	gel, produktion de
KENO:			<			YR-TO-DATE % C	CURRENT COLLECTED		
NAVARRO COUNTY GENERAL FUND	ENERAL	25	\$2,680 00	3 - NAVARRO COLLEGE	INGECLEARING	40 40%	14 - CITY OF GOODLOW	W B	32 08%
TAX CERTIFICATE		1.15	\$1,11000 - 4-R	4 - ROAD AND BRIDGE		39 75%	15-CITY OF FROST		56 29%
			0-6	6-CITY OF RICE	and the second s	41 62%	16 - CITY OF DAWSON	-	44 67%
			7-N	7 - NAV FLOOD CONTROL	A STATE OF THE PERSON AND ADDRESS OF THE PERSON ADDRES	40 17%	17 - CITY OF BLG GROVE	OVE	47 75%
			8-C	8 - CITY OF KERENS		58 69%	20 - NAVAKRO COUNTY EMERGENCY	TY EMERGENCY	45.28%
			10-0	10-CITY OF CORSICANA		35 98%	21 - HENDERSON COUNTY LEVEE	NTY LEVEE	45 47%
			-H-0	11 - CITY OF BARRY		47 68%	30 - BLOOMING GROVE ISD	/E ISD	39 56%
			12-0	12 - CITY OF EMHOUSE		34.56%	31 - CORSICANA ISD		36 92%

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V= 39.91%

DESCRIPTION

TAXES

DISCOUNT

PENALTY &
INTEREST

SUBTOTAL

COLLECTION

RENDITION FENALTY CAD%

NET TAXES

MEMO ONLY

% CURRENT LEVY COLLECTED

YR-TO-DATE % CURRENT COLLECTED

NAVARRO COUNTY, TEXAS DVALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 31, 20:

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36 - FROST ISD	35 - MILDRED ISD	34 - RICE ISD	33 - KERENS ISD	32 - DAWSON ISD
33 71%	42 094	46.44%	14 45%	37 17%

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Mavarro County Tex Office

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	TANES	PENALTY & INTEREST	SUBTOTAL	COLLECTION	PENALTY CAD %	TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES			and the report of the contract			or the second state of the company of the second state of the seco	
NAVARRO CO REVOLVING&CLEARING	\$2,818,467 02	\$0.00	\$2,818,46702	2 30 00	\$30.29	\$2,818,436 73	\$0.00
ROAD AND BRIDGE	5588,115.32	\$0.00	\$58K,115 32	So 00	S6 37	\$588 108 95	*
NAV FLOOD CONTROL	\$50,135.58	\$0.00	\$50,135 58	\$0.00	\$0.49 ·	\$50 135 09	0000
TOTAL	\$3,456,717.92	\$0.00	\$3,456,71792	\$0.00	\$37 15	\$3.456.680.77	\$0.00
DELINQUENT TAXES						The state of the s	
NAVARRO CO REVOLVING&CLEARING	\$21,097.20	\$7,243.01	\$28,340.21	\$0.00	\$0.87	\$28,339.34	\$5,686 10
ROAD AND BRIDGE	\$4,406.02	\$1,505.23	\$5,911 25	\$0.00	\$0.20	\$5,911.05	\$1,189.56
NAV FLOOD CONTROL	\$366 26	\$125 \$0	92 161\$	\$0.00	\$0.00	\$491.76	\$98.66
TOTAL	\$25,869 48	58,873 74	\$34,743 22	\$0.00	\$1 07	\$34,742 15	\$6,974 32
NAVARRO CO REVOLVING&CLEANING	2,839,564 12	7,243.01	2,846,807 23	0 00	31 16	2,846,776 07	5,686 10
ROAD AND BRIDGE	592,521 34	1,505,23	594,026 57	0.00	6 57	594,020 00	1,189 56
NAV FLOOD CONTROL	\$0.501 84	125 50	50,627 34	0.00	049	50,626.85	98 66
TOTAL	\$3,482,587.40	\$8,873 74	53,491,461 14	\$0.00	\$38.22	\$3,491,422,92	25 071 17

NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING DECEMBER 31, 2018

JOINT CONTRACT FOR ELECTION SERVICES

WHEREAS, School Districts, ("ISD") Cities, (City) and other political subdivisions in Navarro County will hold elections on May 4, 2019.

WHEREAS, each ISD, City and other political subdivisions in Navarro County have entered an agreement or agreements with the Navarro County Elections Administrator (the "County EA") wherein the County EA will administer each political subdivision, ISD and City election occurring on the May 2019 uniform election date as authorized under Chapter 31 of the Texas Election Code ("Election Services Agreement"); and Chapter 271 of the Texas Election Code ("Joint Election."),

WHEREAS, each political subdivision, ISD, and City in Navarro County desire to enter into a single Joint Contract for Election Services provided by Navarro County for the purpose of sharing election equipment, election expense, election polling places, election workers, and election ballots where or if appropriate;

NOW, THEREFORE, each political subdivision, ISD, and City in the County agree as follows:

- 1. <u>Date.</u> The election covered by this agreement will be held on May 4, 2019.
- 2. <u>Duties and Services of County</u>. The County, acting by and through the County EA, shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a). Train the election judges and clerks.
 - (b). Arrange for the use of polling places for Early Voting and Election Day.
 - (c). Procure and distribute election supplies and distribution of ballots.
 - (d). Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of each ISD, City, and political subdivision in Navarro County.
 - (e). Procure, prepare and distribute election supplies and equipment, transport equipment to and from the polling places.
 - (f). Supervise the conducting of Early Voting.
 - (g). Supervise the conducting of Election Day Voting.
 - (h). Provide notice of the date, time and place of a school of instruction for election judges and clerks, and conduct such school of instruction.
 - (i). Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the central counting station and assist in preparation of programs

- and test materials for tabulation of the ballots to be used with electronic voting equipment.
- (j). Publish notice of the date, time and place of the testing of the electronic tabulating equipment and conduct such testing as required by law.
- (k). Provide at no cost for the storage of election records for the retention period prescribed by law, then destroy said election records in a secure manner.
- (l) Supervise the handling and disposition of election returns, voted activation cards, etc. and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. The County EA will prepare the unofficial tabulation report after all precincts have been counted and will provide a copy of the report to the official designated by the political subdivision, City, or ISD as soon as possible after all returns have been tabulated.
- (m). Provide information services for voters and election officers during Early Voting and on Election Day.
- (n). Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of each political subdivision, ISD and City who are responsible for holding the election.
- (o). Pay the cost of election judges and clerks: Each election judge and alternate judge will receive \$11.00 per hour and clerks will receive \$10.00 per hour. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and supplies to the County EA after the polls close. Election judges and alternate judges will receive \$11.00 per hour for attending the election training. Clerks will receive \$10.00 per hour to attend said training.
- (p). Provide at no cost, copies of all invoices received by the County and/or County EA for payment of services or supplies for which each political subdivision, ISD and City are to reimburse the County Elections Administrator's Office.
- (q) The County EA will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. Political Subdivisions, ISD's and Cities shall not be liable to any third parties for any default by the County in connection with holding the election, including failure by Navarro County or its County EA to pay for services, supplies and voting locations for this election.
- (r). The clerks for Early Voting, the judge and clerks of the Early Voting Ballot Board, and the judge, alternate judge, and clerks, Manager, and Tabulation Supervisor of the Central Counting Station will be provided by Navarro County using the procedures outlined in Election law for the acquisition of election judges, alternate judges, and clerks for regular County-held elections.
- (s). The judges, alternate judges, and clerks for Election Day will be provided by Navarro

County using the procedures outlined in Election law for the acquisition of election judges, alternate judges, and clerks for such elections.

3. Duties and Services of each Political Subdivision, ISD and City:

- (a). Determine and establish the precincts for their respective elections, if applicable.
- (b). Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate ISD and City officer or body, and take all actions necessary under law for calling the election, canvassing the returns and declaring the results.
- (c). Prepare and publish in the official newspaper all required election notices.
- (d). Deliver to the County EA as soon as possible, but not later than 70 days before the election, the names or propositions that are to be printed on the ballot with the exact form and spelling that is to be used.
- (e). Pay any additional costs incurred by the County EA if a recount for said election is required, a runoff or second election is required, or the election is contested in any manner.
- (f). Each political subdivision, ISD and City shall pay to the County the actual costs incurred by Navarro County in conducting this election, equipment rental fees, and an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100. Each ISD and City will pay their respective shares (as calculated in paragraph 4 below) of conducting said election, within thirty days from the date of billing. See Attachment for estimated cost for such services. The estimated costs of election may be modified as necessary, upon agreement of the County, each political subdivision, ISD and City.
- (g). Deliver all election orders and notices to the County in a timely manner.

4. Allocation of Costs as between ISD and City:

- (a) Each political subdivision desires to contract with the County to conduct and supervise their elections and further desires to split the fee charged by the County in paragraph 3(f) above in an equitable manner.
- (b). As between the County, political subdivisions, ISD's, and Cities Election day voting shall be held in common precincts, at polling locations, as authorized and ordered by the governing body of each participating political subdivision and agreed upon by the County.
- (c). The total estimated election expense is:

Express Vote and Scanner Rental - Election Day and Early Voting: \$300 each.

- (d). Early voting expenses shall be borne equally by all participating political subdivision, unless one or more of the entities cancel its/their election, in which case the early voting expense shall be borne by the participating political subdivision or Entities that conduct an election.
- (e.) If any political subdivision desires to conduct early voting at a location other than the regular County early voting location, they must bear the cost of their branch location, must notify the County EA at least 3 months in advance of the election (in order to have time to rent extra equipment) and must work with the County EA to provide supplies and staff, and proper notice for the branch location. All Navarro County ballot styles must be made available at each branch early voting location, and the location must be for set times and places coordinated with other entities within Navarro County.
- (e). Election Day voting shall be borne equally by all participating political subdivision, unless one or more of the entities cancel its/their election, in which case the early voting expense shall be borne the participating political subdivision or Entities that conduct an election.

If any ISD or City cancels an election, the canceling political subdivision shall be responsible only for those reasonable expenses that it incurs or that are incurred on its behalf prior to the date of cancellation.

5. General Conditions.

- (a). Regular Navarro County voting locations will be used.
- (b). Each political subdivision holding an election agrees to use Vote Centers on Election Day.
- (c). Each political subdivision holding an election agrees to use the Navarro County Main Early Voting locations and hours as their only early voting polling location and hours except as provided by paragraph 4 (d) above.
- (c). This Contract shall automatically terminate upon completion of the activities related to the Election held on May 4, 2019. The parties may elect to renew this agreement for subsequent elections on the same terms and conditions as set forth herein, or on such other terms as they may agree.
- (d). Nothing contained in this contract shall authorize or permit a change in the office with whom or the place at which any document or record relating to an election is to be filed.
- (e). The County EA shall file copies of this contract with the County Treasurer and the County Auditor of Navarro County.

(f). This agreement may be executed in multiple counterparts.

SIGNATORIES

CITY/SCHOOL/POLITICAL SUBDIVISION:
Presiding Officer/Superintendent/Mayor/President (circle one)
Vice President/Secretary/Other (Circle as applicable)
Other (Please specify)
NAVARRO COUNTY, TX
H.M. Davenport, Navarrd Chunty Judge
Dan Teed, Navarro County Election Administrator





MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498. DES MOINES, IA 50306-3498 OR RECORD
PHONE: (800) 678-8171 FAX: (515) 243-3854 AT ______O'CLOCK _____M.

TEXAS OFFICIAL BOND AND OATH FOR COUNTY JUDGE

DEC 27 2018

County, Texas.

	FOR COUNTY JU	DGE s	HERRY DOWD, County Clerk
THE STATE OF TEXAS		I BY∠	NAME OF THE PROPERTY OF THE PARTY OF THE PAR
County ofNavarro	<u> </u>	Bond No	
KNOW ALL PERSONS BY THESE P	PRESENTS:		
That we, H.M. DAVENPORT the MERCHANTS BONDING COMP, as Surety, are held and firmly bound of State of Texas, his/her successors in (\$100,000,000). THE CONDITION OF THE ABOUT THE COUNTY Judge in and for commencing on the list day of Now, therefore, if the said Princhim/her by law as the aforesaid office the person or officer entitled to it; pay vote or consent to pay out county functions.	office, in the sum of Onc Hund OVE OBLIGATION is such, the, duly Navarro January, 2019 and expire acipal shall well and faithfully ger, and shall pay all money that	It, whereas, the above bounders It, whereas, the above bounders County in the State of the son the 31st day of the comes into his/her hands the project to the son the bir/her thanks.	unden Principal was to the office of of Texas, for a term December , 2022 the duties required of s as county judge to
PROVIDED, HOWEVER, that ber of claims which may be made aga gate liability of the Surety for any and above. Any revision of the bond amou PROVIDED, FURTHER, that this whom this bond is payable stating that terminate as to subsequent acts of the	amst this bond, the hability of the all claims, suits, or actions ununt shall not be cumulative. If bond may be canceled by the the total less than thirty (30) days	ne Surety shall not be cum der this bond shall not exc Surety by sending written thereafter, the Surety's lia	nulative and the aggre- seed the amount stated notice to the party to ability hereunder shall
Dated uns	day of	November	
	H.M. DAVENPORT By: H.M. Davenport Merchants Bonding Cod By: Nick Warner Attorne	ur	> Principal
THE STATE OF TEXAS	KNOWLEDGEMENT OF PRI		
County of NAVARRO		an an	t .
A	ATTERSON	., a notary public, on this d	lay personally appeared
foregoing instrument, and acknowledg therein expressed. Given under my hand and seal	ed to me that he/she execute	o be the person whose nand the same for the purpo	ma ia aubandhad ta tha
	y of December		,2018
	TA PATTERSON CALLED	sents Tallison	<u> </u>
PO 0143 TX (2/15) () () () () () () () () () (APPO	0

NAVARRO

My Commission Expires

October 14, 2020

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

	, do solemnly swear (or affirm) that I will faithfully
execute the duties of the office of	preserve, protect, and defend the Constitution and laws of
the United States and of this State: and I furthermor	e solemnly swear (or affirm) that I have not directly nor
indirectly paid, offered, or promised to nay contributed	, nor promised to contribute any money, or valuable thing,
or promised any public office or employment, as a rev	vard for the giving or withholding a vote at the election at
which I was elected; and I furthermore solemnly swear ((or affirm) that I will not be, directly or indirectly, interested
in any contract with or claim against the County, excep	ot such contracts or claims as are expressly authorized by
law and except such warrants as may issue to me as fed	es of office. So help me God.
	Signed
	Signed
Sworn to and subscribed before me at	, Texas, thisday
of	
,,	
SEAL	
	County, Texas
	
THE STATE OF TEXAS	
County of Navarro ss	
	. 1
The foregoing bond ofH.M. Daven pe	ort, Jr. as Navarro County and State of Texas,
County Judge in and for	Navario County and State of Texas,
this day approved in open Commissioner's Court.	
ATTEST;	Date 1-14-2019 H.M. Davenport Jr. County Judge,
	Date
Shurghowd Clerk	H.M. Davenport Jr. County ludge
County Court Na Varro	Alama da
County Court	NavarioCounty, Texas
My My	
i	O :
	7 5
	Š
10 TA(1111	
THE STATE OF TEXAS	
County of NAVAVVD ss	
TI, Sherry Down	, County Clerk, in and for said County, do
hereby certify that the foregoing Bond dated the	day of Nov2018.
with its certificates of authentication, was filed for record	in my office theday of
day of	o'clock P. M., and duly recorded the 27 4:30 o'clock P. M., in the Records of Official Bonds
of said County in Volume on page	4.35 O Clock I M., In the Records of Official Bonds
JI'E NAVA	
WITNESS my hand and the seal of the County C	Court of said County, at office in <u>Corsicana</u>
- Texas the day and yea	r last above written.
Ö. N.	Sherry Down Clerk
	CIEIR
By Steputy	Sherry Down Clerk County Court Navaro County
PO 0143 TX (2/15)	County CourtCounty

TX 817670



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st

November

. 2018

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 1st day of November 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of November . 2018 .



William Harner Is. Secretary

POA 0018 (3/17)



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: <u>www.tdi.texas.gov</u>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IF 1050 3498 R RECORD
PHONE: (800) 678-8171 FAX: (515) 243-3854 AT 1.00 O'CLOCK M.

TEXAS OFFICIAL BOND AND OATH FOR COUNTY CLERK

NOV 27 2018

County, Texas.

/	FOR COUNTY CLERK	SHERRY DOWD, County Clark NAYAFRO, COUNTY, TEXAS
THE STATE OF TEXAS		BYDEPUTY
County ofNavarro		Bond NoTX 817722
KNOW ALL PERSONS BY THESE PRE	SENTS:	
That we, SHERRY DOWD		, as Principal, and
the MERCHANTS BONDING COMPANY as Surety, are held and firmly bound unto in the sum of Eighty Thousand Dollars THE CONDITION OF THE ABOVE on the day of	(Mutual), a corporation duly licensed to the County of Navarro	do business in the State of Texas, State of Texas, (\$80,000.00)
on the day of County Clerk in and for commencing on the lst day ofJanua	Navarro County in 2019 and expiring on the 31s	the State of Texas, for a term L day of
Now, therefore, if the said Prince void, otherwise to remain in full force and	cipal shall faithfully perform the duties	of office, then this obligation to be
PROVIDED, HOWEVER, that reg ber of claims which may be made agains gate liability of the Surety for any and all above. Any revision of the bond amount	claims, suits, or actions under this bond	all not be cumulative and the aggre-
PROVIDED, FURTHER, that this b whom this bond is payable stating that, n terminate as to subsequent acts of the Pr	ond may be canceled by the Surety by soot less than thirty (30) days thereafter, the incipal.	ending written notice to the party to ne Surety's liability hereunder shall
Dated thislst	day of Octo	ober 2018
	SHERRY DOWD By: Sherry Dowd Merchants Bonding Company (Mutu By: Nick Warner Attorney-in-Fact	
	NOWLEDGEMENT OF PRINCIPAL	
THE STATE OF TEXAS		
\bullet I .		
County of Naverro Before me, Shertyn Cu Sherry Dowd		blic, on this day personally appeared son whose name is subscribed to the

Navarro

OATH OF OFFICE (General)

l,	, do solemnly swear (or affirm) tha	ıt I will
faithfully execute the duties of the office of of the State of Texas, and will to the best of my ability the United States and of this State; and I furthermore indirectly paid, offered, or promised to pay, contributed or promised any public office or employment, as a rewhich I was elected. So help me God.	r preserve, protect, and defend the Constitution and re solemnly swear (or affirm) that I have not direct d, nor promised to contribute any money, or valuable	ly nor e thing,
	Signed	
Sworn to and subscribed before me at of	, Texas, this	day
SEAL	County	, Texas
THE STATE OF TEXAS County of Noverto The foregoing bond of Sherry County Clerk in and for this day approved in open Commissioner's Court. ATTEST: ATTEST: County Court County Cour	Date 1-14, Sounty	<i>2019</i> Judge,
THE STATE OF TEXAS County of	rd in my office the	o/₹, lay of Bonds
By Shung Jawa Clita Dept	Sherry Do Wd ty 3 County Court	_Clerk



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st

. 2018

2003

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 1st day of October 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430

My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of , 2018 .

HG CO (10NA 1933

William Harner Js. Secretary

POA 0018 (3/17)

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 5P46PEP8FOR RECORD
PHONE: (800) 678-8171 FAX: (515) 243-3854

AT 11.15 O'CLOCK M.

TEXAS OFFICIAL BOND AND OATH FOR DISTRICT CLERK

DEC 27 2018

SHERRY DOWD, County Clerk

		BY	NAYAPIRO COUNTY, TEXAS DEPUTY
THE STATE OF TEXAS		Donal Ale	TX 803883
County of Navarro	_	Bond No	174 003003
KNOW ALL PERSONS BY THESE PRESE	ENTS:		
That we, JOSHUA BLAKE TACKET the MERCHANTS BONDING COMPANY Texas, as Surety, are held and firmly bour in the sum of Thirty Thousand Dollars	(Mutual), a corporation	duly licensed to do busin	
THE CONDITION OF THE ABOVE on the day of District Clerk in and for the County of commencing on the day of January day of	OBLIGATION is such, the control of t	tat, whereas, the above bound Elected the State string on the 31st day of	inden Principal was to the office of of Texas, for a term December 2022
Now, therefore, if the said Principal void, otherwise to remain in full force and e		the duties of the office, ther	this obligation to be
PROVIDED, HOWEVER, that regarder of claims which may be made against gate liability of the Surety for any and all clabove. Any revision of the bond amount states	this bond, the liability of laims, suits, or actions u	the Surety shall not be cur	nulative and the aggre-
PROVIDED, FURTHER, that this to whom this bond is payable stating that, shall terminate as to subsequent acts of the	, not less than thirty (30 e Principal,) days thereafter, the Sure	
Dated this 1st	day of	November	, 2018
KIM SOUTHARD Notary ID # 11751507 My Commission Expires December 22, 2020	By: Joshua Blake Tack Merchants Bonding C By: Nick Warner Attor	ett company (Mutual)	Principal
	OWLEDGEMENT OF P	RINCIPAL	
County of AVARCE			150 150 150
Before me, Joshua Blake Tackett	known to m	_, a notary public, on this d a to be the person whose na	
foregoing instrument, and acknowledged therein expressed. Given under my hand and seal of this day o	office, at		

l,	do solemnly swear (or affirm) that I will
of the State of Texas, and will to the best of my abit the United States and of this State; and I furthern indirectly paid, offered, or promised to pay, contribution	ility preserve, protect, and defend the Constitution and laws of more solemnly swear (or affirm) that I have not directly nor uted, nor promised to contribute any money, or valuable thing, a reward for the giving or withholding a vote at the election at
W. W.	Olara I
•	Signed
Sworn to and subscribed before me at of	, Texas, thisday
2.	
SEAL	0
	County, Texas
THE STATE OF TEXAS County of	S
The foregoing bond of Joshua in and for	Blake Tackett as Navarro County and State of Texas.
this day approved in open Commissioner's Court.	
ATTEST:	Date
Shew 2001, W	H M Devendent
County Court Na Va Va Va Va Va Va County	County Judge,
County Court 100 VILLES. Court	County, Texas
A PARK	MISS/C
Wash Sull	The state of the s
Wallon Com	
THE STATE OF TEXAS	<u> </u>
County ofNGVAYID ss	*
1 Sherry Do wo	
nereby certify that the foregoing Bond dated the	day of Nev and for said County, do
with its certificates of authentication, was filed for reco	ord in my office the
nay 0,, <u>0,010</u> , a	1:15 o'clock M., and duly recorded the 27 at 1:15 o'clock M., in the Records of Official Bonds
of said County in Volume, on page	· Na?
WITNESS my hand and the seal of the Dount	y Coult of said County, at office in
Mary And Market	Sherry Dowd Clerk
PO 0148 TV (015)	County Court NAVATIO County



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st

day of

, 2018



MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS 55.

On this this 1st day of November , 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors



ALICIA K. GRAM Commission Number 767430

My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of November . 2018 .

William Harner Js.

PQA 0018 (3/17)



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

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You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Texas



Western Surety Compatible FOR RECORD

OFFICIAL BOND AND OATH

DEC 27 2018

THE STATE OF TEXAS County ofNavarro	SHERRY DOWD, County Cie NAVARRO COUNTY, TEXA:
County of	BY MULLIN DE
KNOW ALL PERSONS BY THESE PRESENTS:	BOND No. 62246330
That we, Ryan Douglas	.
	icensed to do business in the State of Texas, as Surety, are held
and bound unto 1 County Judge	, his successors in office,
in the sum of Seventy Thousand and 00/100	DOLLARS (\$70,000.00),
P-3 or " mich we hereby blind outselves allo	DOLLARS (_\$70,000.00), lour heirs, executors and administrators, jointly and severally, by
these presents.	one none, encourage and administrators, joining and severany, by
Dated this 27th day of	August, 2018
the uay or	N IS SUCH, That whereas, the above bounden Principal was on elected (Elected—Appointed)
to the office of County Treasurer in and fo	or Navarro County, State of Texas, for
a term of 4vear Scommencing	on the <u>lst</u> day of <u>January</u> , <u>2019</u>
NOW THEREFORE, if the said Principal shall we him by law as the aforesaid officer, and shall ⁴ faithfully execute the duties of offi	ll and faithfully perform and discharge all the duties required of .ce.
liability of the Surety for any and all claims, suits, or ac Amy revision of the bond amount shall not be cumulative PROVIDED, FURTHER, that this bond may be ca whom, this bond is payable stating that, not less than t terminate as to subsequent acts of the Principal.	mber of years this bond may remain in force and the number of bility of the Surety shall not be cumulative and the aggregate
Form 862-A-11-2014	1 CF

Page 1 of 5

DOCO WESTERN SURETY COMPANY + ONE OF AMERICA'S OLDEST BONDING COMPANIES

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS	
County of	
Before me,	on this day, personally appeared
the foregoing instrument and acknowledged to me that lexpressed.	, known to me to be the person whose name is subscribed to be executed the same for the purposes and consideration therein
Given under my hand and seal of office at	, Texas, this
, day of,	•
OTHER	
SEAL	County, Texas
	I OF OFFICE ONERS and COUNTY JUDGE)
I,	, do solemnly swear (or affirm) that I will faithfully execute
the duties of the office of	of the State of the United States
solemnly swear (or affirm) that I will not be, directly or	a vote at the election at which I was elected; and I furthermore indirectly, interested in any contract with or claim against the authorized by law and except such warrants as may issue to me
C	, Texas, this day of
Sworn to and subscribed before me at	, Texas, this day of
SEAL	County, Texas
	I OF OFFICE General)
Ι,	, do solemnly swear (or affirm) that I will faithfully
and will to the best of my ability preserve, protect, and d State; and I furthermore solemnly swear (or affirm) tha	, do solemnly swear (or affirm) that I will faithfully , of the State of Texas, efend the Constitution and laws of the United States and of this t I have not directly nor indirectly paid, offered, or promised to or valuable thing, or promised any public office or employment, ection at which I was elected. So help me God.
	Signed
Sworn to and subscribed before me at	, Texas, thisday of

Page 2 of 5

THE STATE OF TEXAS SS
County of Navarro
The foregoing bond of Ryan Danglas Treasurer in productor NGVACVO County and State of Torons this deve
approved in open Commissioner's Count EXAS * County and State of Texas, this day
ATTEST: Date 1-14-2019 H. M. Daven Port County Judge, County Court Navary D County Texas
THE STATE OF TEXAS County of Navary Do Will I, Sherry Do Will County Clerk, in and for said County, do hereby certify
that the foregoing Bond dated the day of August, with its certificates of
authentication, was filed for record in my office the
4:03 o'clock P. M., and duly recorded the 27 day of Dec , 2018, at
4.00 o'clock P.M., in the Records of Official Bonds of said County in Volume, on page
Texas, the day and year last above written Sherry Down Clerk By Sherry Down County Court Navarro County
ACKNOWLEDGMENT OF SURETY (Corporate Officer)
STATE OF SOUTH DAKOTA
County of Minnehaha ss
Before me, a Notary Public, in and for said County and State on this
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. M. BENT M. BENT SEAL NOTARY PUBLIC SEAL SOUTH DAKOTA SEAL
than and a state of the state o
My Commission Expires March 2, 2020

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	", in the manner prescribed by law, faithfully pay over all money the he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that h collects or receives for any county or the state."
County Judge	\$1,000,- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the perso or officer entitled to it; pay to the county all money illegally paid t him out of county funds; and not vote or consent to pay out count funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82,002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83 002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given —\$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing boar wide independent scho created, in which ev payable to and approv Commissione	ol district has been ent the bond is ed by the County	Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Spec	ified	Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Sur	rveyor	Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office.
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

If precinct insert the number.
 Conditions.

Notary Public

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

States of Ame	erica, does hereby make, constitute	and appoint				
	Paul T. Bruflat	of		Sioux Falls		
	South Dakota					
	n-Fact, with full power and authority		oon him to	sign, execute, ack	nowledge and deliver for and	on
its behalf as S	Surety and as its act and deed, the t	following bond:				
One COL	INTY TREASURERS COUNTY O	F NAVARRO				
bond with bon	nd number 62246330					
for RYAN_DO						
as Principal in	the penalty amount not to exceed:	\$70,000.00				
Western S	Surety Company further certifies that the	following is a true and	d exact copy	of Section 7 of the b	v-laws of Western Surety Comp	anv
duly adopted ar	nd now in force, to-wit:					_
Section 7.	All bonds, policies, undertakings, Povompany by the President, Secretary, a	vers of Attorney, or other	ner obligatio	ons of the corporation	shall be executed in the corpor	ate
Board of Direct	ctors may authorize. The President,	any Vice President.	, measurer. Secretary, a	, or any vice Preside any Assistant Secret:	nt, or by such other officers as arv. or the Treasurer may and	oiet Oint
Attomeys-in-Fa	ct or agents who shall have authority to	issue bonds, policies,	or undertak	kings in the name of the	he Company. The corporate sea	al is
	for the validity of any bonds, policies, un If the corporate seal may be printed by fa		Attorney or	other obligations of th	e corporation. The signature of	any
In Witne	ss Whereof, the said WESTERN	SURETY COMPA	NY has c	aused these pres	ents to be executed by	its
2018	e President with the	corporate seal affixed	d this	27th day of _	August	
ATTEST	90-		W	ESTERNS	URETYCOMPAN	ľ
	J. nelson		р.,	7.1	URETYCOMPANY	
	L. Nelson, Assistant	Secretary	Бу_		Paul T. Brafflat, Vice Preside	
					William C. T.	
					HIN SURE PROPERTY	
					S 0000 3	
						E
						E
STATE OF SO	OUTH DAKOTA) ss				SEAL X	Š
COUNTY OF	MINNEHAHA 5				THE OF STREET	
	•				DAKE DAKE	
On this $_$	27th day ofAu	gust, _	2018	_, before me, a Not	arv Pholic: bersonaliv anneal	red
	Paul T. Bruflat	and _		L. Nelson		—
	me duly swom, acknowledged that					_
	Secretary, respectively, of the said and deed of said Corporation.	WESTERN SURE	IY COMP	ANY, and acknowle	aged said instrument to be	he
+644	2 12 14 14 14 14 14 14 14 14 14 14 14 14 14					
•	J. MOHR			_		
SEA	NOTARY PUBLIC SEAL			0-	Maha.	

To validate bond authenticity, go to <u>www.cnasurety.com</u> > Owner/Obligee Services > Validate Bond Coverage.

My Commission Expires June 23, 2021



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IABILED 450R RECORD PHONE: (800) 678-8171 FAX: (515) 243-3854 AT 10:00 O'CLOCK M

TEXAS OFFICIAL BOND AND OATH FOR COUNTY COMMISSIONER

DEC 20 2018

County, Texas.

,	PRECINCT # 2	SHERRY DOWD, County Cler NAVARRO COUNTY, TEXAS
THE STATE OF TEXAS		51
County of Navarro	Bond	NoTX5146644
KNOW ALL PERSONS BY THESE F	PRESENTS:	
That we, Eddie Perry		, as Principal, and
the MERCHANTS BONDING COMP	'ANY (Mutual), a corporation duly licensed to do by	usiness in the State of Tours
as Surety, are field and firmly bound	unto the County Treasurer of the County of	Mayarro
State of Texas, his/her successors in	office, in the sum of Three Thousand (\$3,000.00)	DOLLARS.
THE CONDITION OF THE AB on the 26th day of Novem	BOVE OBLIGATION is such, that, whereas, the about the property of the such and the such and the such and the such and the such as the such and the such as the suc	ove bounden Principal was
County Commissioner in and for	Navarro County in the	he State of Texas, for a term
<u></u>	January 12019 and expiring on the 31st day	of December 2022
Now, therefore, if the said Princ the county for all county funds illegall funds except for a lawful purpose, the	cipal shall faithfully perform the commissioner's off ly paid to him/her; and will not vote or consent to men en this obligation shall be void, or otherwise to rem	ficial duties; and reimburse Take a payment of county Dain in full force and effect
gate liability of the Surety for any and above. Any revision of the bond amo PROVIDED, FURTHER, that the to whom this bond is payable stating.	his bond may be canceled by the Surety by sending	not exceed the amount stated
To the state of the subsequent acts	of the Principal. day of December	2018
	Eddia Roma	,
	Eddie Perry	Principal
	By: das	
•	Eddie Perry	
	Merchants Bending Company (Mutual)	
	Edward Monroe Polk III Attorney-in-Fact	
THE STATE OF TEXAS	CKNOWLEDGEMENT OF PRINCIPAL	
County of		
Before me, Eddie Perry	Hopfiel, a notary public, on	this day personally appeared
	Known to me to be the person who	oco nomo io aukandha da a
therein expressed.	ed to me that he/she executed the same for the pu	rposes and consideration
Given under my hand and seal	of office, at MSICANA	Çi
this Other	ay of December 10	2 DOID
CONTRACT OF THE PARTY OF THE PA	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	

Ngtary ID # 11751507 My Commission Expires

December 22, 2020

PO 0156 TX (2/15)

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

	1. Eddic Perry
	execute the duties of the office of Co in make that an Dat 3 scientific swear (or affirm) that I will faithfully
	of the State of Texas, and will to the best of my ability processes, protect and by a state of the state of the best of my ability processes.
	law and except such warrants as may issue to me as fees of office. 50 help me Goff
	Signed _ des
	Signed _//
	Sworn to and subscribed before me at Colsical Texas, this 2
	of
5	
19	- Anily Nobel
:0	SEAL
7	County, Texas
- "	Doubly, Texas
-	
	THE STATE OF TEXAS
	County ofNavarro ss
	The foregoing bond of <u>Eddie Perry</u> <u>Columnissioner Pot. 2</u> in and for <u>Navarro</u> as
	COmmissioner Pct.2 in and forNavarroas
	this day approved in open Commissioner's Court.
	ATTEST: TEXAS 1 1 1/16
	ATTEST: Date
	Silly double si Propries 4 th Davis and I
	Clerk H. M. Daven port 10 County Judge,
	County Court Navario: Dounty Texas
	County, Texas
	18000 Sinis
	Manually.
	1
	THE STATE OF TEXAS
	County of Navarra
	 ,
	1, Sherry Dowd
	hereby certify that the foregoing Bond dated the County Clerk, in and for said County, do
	with its certificates of authentication, was filed for record in my office the
	acity, at 10 00 o'clock AM and duly recorded the
	of said County in Volume on page
	witness my hand and the seal of the County Court of said County, at office in
_	Toyas the day on the country, at office in
	Texas, the day and wear last above written.
	Clerk
	and Suid Colonie is 123
P	O 0156 TX (2/15) County Court Mavarro County

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Edward Monroe Polk III

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity actions or proceedings allowed by law.

This Power-of-Altorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 17th day of

December

2018 .

TIONA ON THE COMPONENT OF THE PROPERTY OF THE

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 17th day of December , 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM

Commission Number 767430 My Commission Expires

April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of

December

2018

William Harner Js.

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA FOLDE PHONE: (800) 678-8171 FAX: (515) 243-3854 AT O'CLOCK M.

TEXAS OFFICIAL BOND AND OATH FOR COUNTY COMMISSIONER

DEC 13 2018

County, Texas.

FOR	PRECINCT # 4	SHERRY DOWD, County Clerk NAVARRO COUNTY, TEXAS
THE STATE OF TEXAS		BYDEPUTY
County of Navarro	. Bo	nd NoTX 817716
KNOW ALL PERSONS BY THESE PRESEN		-
That we, JAMES OLSEN		, as Principal, and
the MERCHANTS BONDING COMPANY (M	[UIII31] 3 COMONATION duly liconood to de-	the contract of the contract o
	LOUDIN I resented at the Calletter of	N. P.
State of Texas, his/her successors in office, in	n the sum of Three Thousand (\$3,000.0	D) DOLLARS.
on the day of	BLIGATION is such, that, whereas, the a	ibove bounden Principal was
on the day of County Commissioner in and for commencing on the tay of	Navarro Countrie	to the office of
suntainy	and expiring on the SIST de	waf December 2022
funds except for a lawful purpose, then this of PROVIDED, HOWEVER, that regardle ber of claims which may be made against this gate liability of the Surety for any and all claim above. Any revision of the bond amount shall PROVIDED, FURTHER, that this bond to whom this bond is payable stating that, not shall terminate as to subsequent acts of the PD Dated this	ss of the number of years this bond may bond, the liability of the Surety shall no as, suits, or actions under this bond shall not be cumulative. may be canceled by the Surety by send less than thirty (30) days thereafter, the trincipal.	make a payment of county emain in full force and effect. remain in force and the num- t be cumulative and the aggre- I not exceed the amount stated
	Nick Warner Attorney-in-Fact	
THE STATE OF TEXAS ACKNOWN	EDGEMENT OF PRINCIPAL	
County of NAVARCED		
Before me, James Olsen	, a notary public, o	on this day personally appeared
foregoing instrument, and acknowledged to me therein expressed.	known to me to be the person w that he/she executed the same for the p	hose name is subscribed to the purposes and consideration
Given under my hand and seal of office		
this 1344 day of /	December do	24-/
	South	70/8.

PO 0156 TX (2/15)

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

execute the duties of the office of	, do solemnly swear (or affirm) that I will faithfully
of the State of Texas, and will to the best of my abilit the United States and of this State; and I furthermor indirectly paid, offered, or promised to pay, contribut or promised any public office or employment, as a re which I was elected; and I furthermore solemnly swe	·
	Signed
Sworn to and subscribed before me at	, Texas, thisday
of	
SEAL	County, Texas
THE STATE OF TEXAS County ofNavarro }:	ss
1	nlc.
The foregoing bond of James Commissioner Putt in and for	Naverio County and State of Texas,
this day approved in open Commissioner's Court	County and State of Texas,
Shere Dowl	Date 1-14-2019 H.M. Davenport Jr. County Judge,
County Court Navarro	County, Texas
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	The state of the s
THE STATE OF TEXAS	
County ofNavwvv) }s	s
5herry Down	A
hereby certify that the foregoing Bond dated the	day of 2018
with its certificates of authentication, was filed for rec	cord in my office the
day of Dec , 2018	9:45 o'clock M., and duly recorded the 13 at 9:45 o'clock M., in the Records of Official Bonds
of said County in Volume on pag	P
WITNESS my hand and the seakdf the Court	hty godrt of said County, at office in
, Texas the damend	Lyear as above written.
3: 💥	Sherry Down Clerk
By Slevy Day 1 = :. Van	1/4/4/4
PO 0156 TX (2/19) SVX31	County Court <u>Navavi</u> County

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation, It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this

day of

October

, 2018

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS 55.

On this this 1st day of 2018 October , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors



ALICIA K. GRAM Commission Number 767430

My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of . 2018 .

William Harner Jr.

POA 0018 (3/17)



124

8.5

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007 Web: <u>www.tdi.texas.gov</u>

E-mail: ConsumerProtection@tdi.texas.gov

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MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 503 (6/14/20) FOR RECORL PHONE: (800) 678-8171 FAX: (515) 243-3854 AT 10:00 O'CLOCK &

TEXAS OFFICIAL BOND AND OATH FOR JUSTICE OF THE PEACE

DEC 06 2018

_County, Texas.

SHERRY DOWD, County Clerk NAVARRO COUNTY, TEXAS PRECINCT # 1

THE STATE OF TEXAS	BY Allews
County of Navarro	Bond NoTX5124028
KNOW ALL PERSONS BY THESE PRESENTS:	
That we, GRETA JORDAN the MERCHANTS BONDING COMPANY (Mutual), a con-	as Principal, and
The country board unto the Country of	prporation duly licensed to do business in the State of Texas, added of the County of Navarro
State of Texas, his/her successors in office, in the sum (\$5,000.00).	of Five Thousand Dollars
THE CONDITION OF THE ABOVE OBLIGATION	is such, that, whereas, the above bounden Principal was
Justice of the Peace in and for Navarro	_, duly to the office of
commencing on the list day of January 2019	County in the State of Texas, for a term and expiring on the31stday of
promptly pay to the entitled party all money that comes in obligation to be void, otherwise to remain in full force and otherwise to remain in ful	and impartially discharge the duties required by law and nto his/her hands during the term of office, then this defect.
	amber of years this bond may remain in force and the num- liability of the Surety shall not be cumulative and the aggre- actions under this bond shall not exceed the amount stated
PROVIDED, FURTHER, that this bond may be see	nceled by the Surety by sending written notice to the party to ty (30) days thereafter, the Surety's liability hereunder shall
Dated this day of	October 2018
CRETA IOS	
GRETA JOR	
By:Greta Jo	Principal Principal Principal
	Bonding Company (Mutual)
_{By:}	h Warren
Nick Wa	rmer Attorney-in-Fact
THE STATE DE TEXAS ACKNOWLEDGEME	NT OF PRINCIPAL
County of Nauro	
Before me, Sherlyn Cut's Greta Jordan	, a notary public, on this day personally appeared
therein expressed.	
	orsicana, TR
SHERLYN CURTIS My Commission Expires	There Cuits . 2018
November 18, 2019 PC0.157-TX /2/15)	() (10)
- + + + + + + + + + + + + +	County, Texas.

OATH OF OFFICE (General)

126

	, do solemnly swear (or a	affirm) that I will
faithfully execute the duties of the office of of the State of Texas, and will to the best of my ability pound the United States and of this State; and I furthermore so indirectly paid, offered, or promised to pay, contributed, or promised any public office or employment, as a reward which I was elected. So help me God.	reserve, protect, and defend the Constitution elemnly swear (or affirm) that I have not dire nor promised to contribute any money, or	ectly nor valuable thing,
	Signed	
Sworn to and subscribed before me at	, Texas, this	day
SEAL		County, Texas
		•
THE STATE OF TEXAS County of	dun	
	Navarvo County and	as State of Texas,
this day approved in open Commissioner's Court		
Sheur Abul Clork	Date 1-14-19 HM Davengurd In	_County Judge,
County Court NAVARAD County	* Navarro	_County, Texas
THE STATE OF TEXAS		
County of NGURYED SS		
sherry Dowd		
hereby certify that the foregoing Bond dated the with its certificates of authentication, was filed for record	day of Oct in my office the Oct occided the	<i>2018</i> ., dav of
	o'clock M., and duly recorded the o'clock M., in the Records o	f Official Bonds
WITNESS my hand and the seal of the Confly	Bourt of said County, at office in	sican~
, Texas, the day and year	there How	Clerk
By SOUN Clerk = # Denvis PO 0157 TX (2/15)	County Court Navarro)County

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Altorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this

đay o

October

. 2018

G ORPORA ON SING COMPORTOR OF THE SAME OF

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 1st day of October , 2018 , before me appeared Larry Taylor, to me personally known, who being by me duty sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of October , 2018 .



William Hurner Jr.

Secretary

POA 0018 (3/17)



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

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P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498 O'CLOCK M.

TEXAS OFFICIAL BOND AND OATH FOR JUSTICE OF THE PEACE PRECINCT # 2

PHONE: (800) 678-8171 FAX: (515) 243-3854

DEC 0 4 2018

SHERRY DOWD, County Clerk
NAVERRO COUNTY, TEXAS
DEPU

THE STATE OF TEXA	S			
County of	Navarro		Bond No	TX 816995
KNOW ALL PERSONS	BY THESE PRESEN	ITS:		
That we, DARRI the MERCHANTS BON as Surety, are held and	IDING COMPANY (M	utual), a corporation d	duly licensed to do business County of	, as Principal, and in the State of Texas,
State of Texas, his/her (\$5,000.00).				,
THE CONDITIO	N OF THE ABOVE OF	BLIGATION is such, th	nat, whereas, the above bou	inden Principal was
on the day of		, duly	Elected County in the State	to the office of
Justice of the Peace in commencing on the	and for	, 2019 and expl	County in the State or iring on the 31st day of	of Texas, for a term December 2022
Now, therefore, it	f the said Principal sha itled party all money th	all faithfully and impart nat comes into his/her	tially discharge the duties re hands during the term of of	equired by law and
ber of claims which ma	y be made against this ety for any and all clain	s bond, the liability of t ns, suits, or actions ur	ears this bond may remain in the Surety shall not be cumun nder this bond shall not exce	ulative and the aggre-
PROVIDED, FUR whom this bond is paya terminate as to subsequ	ible stating that, not le	ss than thirty (30) day	the Surety by sending writte s thereafter, the Surety's lia	n notice to the party to bility hereunder shall
Dated this	lst	day of	October	2018
	-	DARRELL WALLER	11, 200	Principal
		By: Darrell Waller		
		Merchants Bonding C	Company (Mutual)	
		By: Nich Wan	,	
	'	Nick Warner Attorn		
THE STATE OF TEXAS	ACKNOV	VLEDGEMENT OF P	RINCIPAL	
County of	vano			
Before me. 5ke	rry Doind		Clerk of Cowt, a netary public, on this c	fou coronally and a
	rell Waller	known to m	e to be the person whose na	lay personally appeare ame is subscribed to the
oregoing instrument, ar	nd acknowledged to m	e that he/she execute	ed the same for the purpose	s and consideration
nerem expressed.	y hand and seal of offi	/\ t - 114	VARIAGE TY	
this	day of	De 43.	1.0	2018
uno	day or _	S. S.	hiren Down	.201
			不 法	
PO 0157 TX (2/15)		-5.01	Succession	County, Texas

OATH OF OFFICE (General)

		_, do solemnly swear	(or affirm) that I will
faithfully execute the duties of the office of of the State of Texas, and will to the best of my ability p the United States and of this State; and I furthermore se indirectly paid, offered, or promised to pay, contributed, or promised any public office or employment, as a rewa which I was elected. So help me God.	preserve, protect, olemnly swear (c , nor promised to	or affirm) that I have no contribute any money	ot directly nor y, or valuable thing
	Signed		
Sworn to and subscribed before me at of		, Texas, this	day
SEAL			County, Texas
THE STATE OF TEXAS County of NAVANO SS	1 ()		
this day approved in open Commissione's South National Commissione's Country National Country National Commissione's Country National Country National Country National Commissione's Country National Country Nationa	Navarr	County	as and State of Texas,
Sherre Double 100	Date	Davenport	County Judge,
County Court NAVAVVD-	Nav.	and	County, Texas
NAVARR	* comm		
้าวาาลเมล	MOISILLY		
THE STATE OF TEXAS	1111,		
County of Navarro			
1. Sherry Dowd		, County Clerk, in and	for said County, do
hereby certify that the foregoing Bond dated the with its certificates of authentication, was filed for record		of ACX	, <u>2018</u> , day of
Dec 2018 at 2:	45 o'clock_	M., and duly records M., in the Reco	ed the
of said County in Volume	O CIOC	ivi., in the Reco	ras of Official Bonds
WITNESS my hand and the seal of the County Texas, the day and ye	Court of said Co	unty, at office in	iorsicana
a shoul Clerks	AROS COMPANY	MINION ALLINE	Clerk
PO 0157 TX (2/15)	County Co	un <u>juavar</u>	County





Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

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In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this

st day

October

, 2018

TIONA/ SOUNDING COMPONING COMPONING

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 1st day of October , 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

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William Harner Js.

POA 0018 (3/17)

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

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BONDING COMPANY MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, 14-5006-5498 RECORD

TEXAS OFFICIAL BOND AND OATH FOR JUSTICE OF THE PEACE

PRECINCT#3

SHERRY DOWD, County Clerk NAVAGRO COUNTY, TEXAS

DEC 13 2018

71.15.07.4.75.05.05.05	BY	DEPUT
THE STATE OF TEXAS		18
County of Navarro	Bond No	TX 817671
KNOW ALL PERSONS BY THESE PRESENTS:		
That we, JACKIE LEE FREELAND, SR.		as Principal and
the MERCHANTS BONDING COMPANY (Mutual), a	corporation duly licensed to do business in	, as Principal, and
as carety, are need and in my bound unto the County	Judge of the County of Par	varro
State of Texas, his/her successors in office, in the sur (\$5,000,00).	n of Five Thousand Dollars	
THE CONDITION OF THE ABOVE OBLIGATION)N is such, that, whereas, the above hour	iden Principal was
on the, day of,	, duly Elected	to the office of
on the day of	county in the State of	f Texas, for a term
Now, therefore, if the said Principal shall faithful	ly and impartially discharge the duties as -	and the second of
- krambay bay to me engined barry all Hotley Mar Come	S INIO NIS/NOT hands during the term of affi.	ce, then this
assignment to be void, otherwise to telugitt it! Ifili tolce s	ind effect.	
PROVIDED, HOWEVER, that regardless of the	number of years this bond may remain in	force and the num-
The second structure of the second structure and the second structure a	e liability of the Surety shall not be sussuit	office and the second
gate liability of the Surety for any and all claims, suits, above. Any revision of the bond amount shall not be d	or actions under this bond shall not excee	ed the amount stated
PROVIDED, FURTHER, that this bond may be a whom this bond is payable stating that, not less than the terminate as to subsequent acts of the Principal.	idity (30) days thereafter the Surable liab	notice to the party to
terminate as to subsequent acts of the Principal.	mey (00) days thereafter, the Surety's liable	ility hereunder shaff
Dated this day	of October	2018
JACKIF I	EE FREELAND, SR.	
		Principal
KIM SOUTHARD By: Just	hie Lee Freehand SR	
The state of the s	bee Freeining, 51.	
My Commission Expires December 22, 2020 Merchant	s Bonding Company (Mutual)	
By: N	ich Warner	
	Varner Attorney-in-Fact	
	•	5
THE STATE OF TEXAS ACKNOWLEDGE	MENT OF PRINCIPAL	38
County of		
\sim \leq 11		
Jackie Lee Freeland, Sr.	, a notary public, on this day	y personally appeared
	known to me to be the person whose nam	ne is subscribed to the
foregoing instrument, and acknowledged to me that he/ therein expressed.	she executed the same for the purposes a	and consideration
Given under my hand and seal of office, at		
	enter /5 all a	20.8
	The state of the s	
	- Company	
PO 0157 TX (2/15)	Marin)	County, Texas.

TX 817671

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st

, 2018

2003

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS SS.

On this this 1st day of October 2018 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ALICIA K. GRAM Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked

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William Hurner Js

POA 0018 (3/17)



135

94

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

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OATH OF OFFICE (General)

136

l,	, do solemnly swear (or affirm) that I will
of the State of Texas, and will to the best of my ability the United States and of this State; and I furthermore s indirectly paid, offered, or promised to pay, contributed	preserve, protect, and defend the Constitution and laws of solemnly swear (or affirm) that I have not directly nor I, nor promised to contribute any money, or valuable thing, ard for the giving or withholding a vote at the election at
	Signed
Sworn to and subscribed before me at,	, Texas, thisday
SEAL	County, Texas
THE STATE OF TEXAS County of \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
The foregoing bond of	County and State of Texas,
this day approved in open Commissioner's Court.	
Sherry Soul Structury, TEX	As Pate 1-14-19 SH.M. Daven port Jr. County Judge, SAVATYO County, Texas
County Court Navawa : Count	County, Texas
17.7.7.4.000 SY	ANOTALIA
THE STATE OF TEXAS County of	general was a second of the se
hereby certify that the foregoing Bond dated the	County Clerk, in and for said County, do
with its certificates of authentication, was filed for recor Dec 2018 at 12 day of	d in my office theday ofo'clock_D M., and duly recorded the
of said County in Volume, on page	Churt-of said County, at office in COVS, Cana
Texas the day and ye	ear last above written.
By Alund Clerk Deput	y Soounty Court Mavawo County
economic 12.12019 P	187.17



BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA SUD 450R FECORD

PHONE: 1800) 678-8171 FAX: (515) 243-3854 AT 3.45 O'CLOCK D.M.

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TEXAS OFFICIAL BOND AND OATH FOR JUSTICE OF THE PEACE PRECINCT # 4

DEC 04 2018

SHERRY DOWD, County Clerk
NA ARRO COUNTY, TEXAS

THE STATE OF TEXAS		۵۱۰۰۲	DEPL
County of Navarro		Bond No	TX 817721
KNOW ALL PERSONS BY THESE	DDCCCNTC.	Bolla 140.	
			D.
That we, CONNIE HICKMAN			, as Principal, and
the MERCHANTS BONDING COMi as Surety, are held and firmly bound	PANY (Mutual), a corporation duly	licensed to do busines	s in the State of Texas,
State of Texas, his/her successors i (\$5,000.00).	n office, in the sum of Five Thousa	and Dollars	, availy
THE CONDITION OF THE A	BOVE OBLIGATION is such, that,	whereas the above he	unden Brigginel was
on the day of	, duly	Elected	to the office of
on the day of Justice of the Peace in and for commencing on the _ lst _ day of	Navarro January , 2019 and expiring	County in the State on the _31st day of	of Texas, for a term December 2022
Now, therefore, if the said Prir promptly pay to the entitled party all obligation to be void, otherwise to re	ncipal shall faithfully and impartially money that comes into his/her hai emain in full force and effect.	y discharge the duties r nds during the term of o	equired by law and office, then this
ber of claims which may be made ag gate liability of the Surety for any and above. Any revision of the bond amo	o ali claims, suits, or actions under	Surety shall not be con	sulativo and the secs
PROVIDED, FURTHER, that t whom this bond is payable stating th terminate as to subsequent acts of the statement of the statem	this bond may be canceled by the part, not less than thirty (30) days the Principal.	Surety by sending writt pereafter, the Surety's li	en notice to the party to ability hereunder shall
Dated this 1st	day of	October	2018
			· · ·
	COMNIE HICKMAN		
	By: Connic Hickman	plickno	Principal
	Merchants Bonding Comp	pany (Mutual)	
	By: Nich Wanus		
	Nick Warner Attorney-i	in-Fact	
THE STATE OF TEXAS	ACKNOWLEDGEMENT OF PRINC	CIPAL	
County of			
Before me, Sherry D	<i>iowa</i> , a		day personally appeared
foregoing instrument, and acknowled	known to me to	be the person whose n	name is subscribed to the
merem expressed.	11 / NAVA	e saille for the burbose	es and consideration
Given under my hand and se		and 1x	
this 4	day of Day	The AMIN	208.
		The second	
PO 0157 TX (2/15)	3. 1	wario	County, Texas.

OATH OF OFFICE (General)

l,	, do solemnly swear (or affirm) that I will
faithfully execute the duties of the office of of the State of Texas, and will to the best of my ability p the United States and of this State; and I furthermore so	preserve, protect, and defend the Constitution and laws of plemnly swear (or affirm) that I have not directly nor nor promised to contribute any money, or valuable thing
	Signed
Sworn to and subscribed before me at of	, Texas, thisday
SEAL	
	County, Texas
3	
THE STATE OF TEXAS	
County of Navayo }ss	
The foregoing bond of Cohnie Hi	CKMUN as
this day approved in open Commissioner's Court.	County and State of Texas,
County Court Navagy Roccounty	Date 1-14-19 HM Daven Fort, Iv. County Judge, Navarro County, Texas
THE STATE OF TEXAS County of	
I, Sherry Down Dereby certify that the foregoing Bond dated the with its certificates of authentication, was filed for record	day of OCT
	day of So'clock P. M., and duly recorded the So'clock P. M., in the Records of Official Bonds
NAVA CONTRACTOR NAVACO	burt of said County, at office in
By Maril Clubes Deputy	County Court Navavvo County

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Nick Warner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this

. 2018

. 2018

1933

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS 55.

On this this 1st day of October , 2018 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



ALICIA K. GRAM

Commission Number 767430 My Commission Expires

April 1, 2020

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of October



William Hurner Is

POA 0018 (3/17)



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498 PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.



Employee Acknowledgment Form For Valid Commercial Driver's License

<u></u>	, a Precinct	Road and Bridge employee of
Navarro County, acknowledge and unde	rstand that a requiren	nent for the Road and Bridge
departments is to maintain a valid Texas	Commercial Driver's	License.
If I do not possess a CDL at time of initial	hire, I understand the cense.	at I have a deadline,
I understand that I am required to inform driving status, specifically a suspension, or the next business day from the date or	cancellation or revoca	ervisor of any changes to my tion of a license within 24 hours
Violation of this requirement would result termination.	lt in disciplinary action	n, which could include
EMPLOYEE SIGNATURE		DATE
SUPERVISOR SIGNATURE		DATE



VOLUNTEER FIRE DEPARTMENT AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

- 1. <u>Authority.</u> This Agreement is made under the authority and subject to the provisions of Texas Local Government Code § 352.001.
- 2. Payment. The County agrees to pay the Department an Agreed Sum monthly, beginning no later than October 1st of each calendar year. The payment amount shall be reviewed annually by the Navarro County Commissioners' Court and an authorized representative of the Navarro County Volunteer Firefighters Association. As of the Effective Date of this Agreement the Agreed Sum shall be \$200.00 per month per apparatus. This payment amount shall be paid for a maximum of two (2) apparatus per Department, unless a special exception is granted by the Navarro County Commissioners' Court and included in the particular Department's agreement. Such change in an original agreement shall necessitate the signing of a new agreement. The Navarro County Commissioners' Court makes this payment amount in consideration for the Department's agreement to answer rural fire calls when available and to provide rural fire protection for the rural residents of the County of Navarro, State of Texas. If the County advances funds to the Department

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

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

- are not deemed NIMS compliant by the Texas Governor's Division of Emergency Management shall not be funded by the County.
- k. Navarro County recommends that Volunteer Fire Department Treasurers obtain/execute a bond payable to the Department.
- 1. The Department shall provide the most recent annual financial statements to the Navarro County Auditor's Office on or before the Effective Date of this Agreement. These statements shall consist of a basic income/expense statement and either a balance sheet or apparatus list.
- m. An individual responding in his/her personal vehicle should have adequate insurance coverage on the vehicle as required by law. The County will not be responsible for damage to, or caused by, an individual's personal vehicle.
- n. The Department shall have a minimum of two (2) active members per apparatus for which the Department is receiving funds from the County. If the Department falls below this requirement, then the procedure outlined in paragraph 3(0) shall apply.
- o. The Department shall update its current rosters annually and submit a current roster to the Navarro County Auditor's office at the time of the execution of this Agreement.
- p. If the number of active members falls below two per apparatus after execution of this Agreement, the Department shall notify the Navarro County Volunteer Firefighters Association and the Navarro County Auditor as soon as practicable, but no later than 30 days after the change is made. If the Department fails to meet this requirement, it will have 90 days to remedy the roster requirement deficiency before funding is reduced. The reduction in funding shall remain in effect until the roster requirement deficiency is met. Once the active member requirement deficiency is remedied, the Department may notify the Navarro County Commissioners' Court to request resumption of the Department's funding. This provision is not intended to specify the number of Department members who will actually man the truck, but to insure adequate operation of vehicles for which the County is funding.
- q. The Navarro County Volunteer Firefighters Association shall be responsible for all communication to the Navarro County Commissioners' Court regarding requests that would pertain to or affect ALL the Volunteer Fire Department's in Navarro County.
- r. The Department may still make requests directly to the Navarro County Commissioner's Court regarding matters that solely affect the Department.
- s. The Department should provide its own workman's compensation insurance to each of its individual members and proof of such coverage should be provided to the Navarro County Auditor by January 31, 2019. Each department is responsible for applying for HB3667 grants, or other sources of funding, to pay future years' premiums. If the Department is unable to obtain workman's compensation insurance the parties agree to negotiate in good faith to resolve the matter.

4. Remedies.

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

5. Miscellaneous.

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

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

AGREED this	lay of September, 2018.
	Navarro County, Texas
	By: H.M. Davenport, Jr. Navarro County Judge
	***Volunteer Fire Department
	By: Chief

INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF EMERGENCY SERVICES BETWEEN NAVARRO COUNTY AND NAVARRO COUNTY EMERGENCY SERVICES DISTRICT NO. 1

This Agreement ("Agreement") is entered into on the date indicated below ("Effective Date") by and between the County of Navarro, a political sub-division of the State of Texas (hereinafter "County") and Navarro County Emergency Services District No. 1, Navarro County, Texas, a political subdivision of the State of Texas (hereinafter "Department")(collectively hereinafter referred to as the "Parties"):

WITNESSETH

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

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

WHEREAS, the Department is an emergency services district and emergency services provider created under Chapter 775, Texas Health & Safety Code; and

WHEREAS, the Department shall conduct yearly safety training for all its members and provide other required training and certification; and

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

WHEREAS, the Department is empowered, among other powers, to provide emergency services to is citizens and the citizens of Navarro County and to enter into contracts under Chapter 775, Texas Health & Safety Code.

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

- 1. <u>Authority.</u> This Agreement is made under the authority and subject to the provisions of Chapter 775, Texas Health & Safety Code, and Chapter 791, Texas Government Code, and all funds, if any each party pays for the performance of governmental functions or services hereunder, shall be paid from current revenues available to the paying party.
- 2. <u>Payment.</u> The County agrees to pay the Department an Agreed Sum monthly, beginning no later than October 1st of each calendar year. The payment amount shall Page 1 of 5

be reviewed annually by the Navarro County Commissioners' Court. As of the Effective Date of this Agreement the Agreed Sum shall be \$200.00 per month per apparatus. This payment amount shall be paid for a maximum of three (3) apparatus per Department, unless a special exception is granted by the Navarro County Commissioners' Court and this Agreement is amended in writing to so provide. The Navarro County Commissioners' Court makes this payment amount in consideration for the Department's agreement to answer rural fire calls when available and to provide rural fire protection for the rural residents of the County of Navarro, State of Texas. To the extent permitted by law, if the County advances funds to the Department as a sub-grantee of a grant and the Department fails to comply with the terms of the grant, resulting in the County having to refund money to the grantor, the County may offset monthly funding to the Department against amounts the County was required to repay to the grantor until the amount refunded by the County to the grantor is fully recouped.

- 3. <u>Department Operations and Call Response.</u> The Department agrees to perform as follows:
 - a. The Department agrees to keep its fire equipment in a serviceable condition and its personnel trained for the purpose of answering calls made upon the Department.
 - b. The Department shall be a member in good standing of the Navarro County Volunteer Firefighters Association, if possible.
 - c. The Department shall provide proof of liability insurance (and comprehensive insurance if required by grant) for all fire equipment including vehicles, to the Navarro County Auditor's office at the time of executing this Agreement, and from time-to-time as reasonably requested by the Auditor.
 - d. The Department shall obtain photographic identification cards for each individual Department member. These cards must be carried by the individuals at any time when the individual is responding to or on an active scene for identification purposes.
 - e. The Department shall make its emergency equipment available for operational inspection annually by a Navarro County Commissioner or other Court appointed representative. The inspection shall include but is not limited to operational safety of the emergency equipment and the current state inspection sticker attached to the windshield of every emergency vehicle.
 - f. The Department and its individual members shall comply with the Federal Communications Commission (FCC) part 90, rules and regulations, existing and as amended in the future. To ensure reliable and uninterrupted communications, all radio equipment, both department and individually owned, shall be narrowband capable and ANI radio Identification compliant.
 - g. To the extent required by law, the Department and its individual members shall obey all laws of the State of Texas, specifically including but not limited to the Texas Transportation Code, and the Texas Health & Safety Code.

- h. The Department Chief, or his/her designee, shall be responsible for the enforcement of these provisions. The Chief shall be responsible for the compliance by each individual member.
- i. To the extent possible, Department shall report electronically through the Texas A&M Forest Service Fire Department Reporting System, and shall provide the County with copies of information regarding runs, call, and trips the Department undertakes in connection with carrying out its duties hereunder, to the extent permitted by law.
- j. The Department shall recognize and adopt the principles and policies set forth by the Navarro County Resolution on the National Incident Management System or NIMS. The Department shall meet and comply with all current State and Federal guidelines relating to training, response and recovery, including NIMS by the Effective Date of this Agreement. The Department shall not be funded by the County if it is not deemed NIMS compliant by the Texas Governor's Division of Emergency Management.
- k. The County recommends that the necessary officials of the Department obtain or execute a bond payable to the Department.
- 1. The Department shall provide the most recent annual financial statements to the Navarro County Auditor's Office on or before the Effective Date of this Agreement. These statements shall consist of a basic income and expense statement and either a balance sheet or apparatus list. It is understood and agreed by the parties that the Department already provides its audit to the County under applicable law, and will continue to do so during the term of this Agreement.
- m. An individual responding in his/her personal vehicle should have adequate insurance coverage on the vehicle as required by law. The County will not be responsible for damage to, *or caused by*, an individual's personal vehicle.
- n. The Department shall have a minimum of two (2) active members per apparatus for which the Department is receiving funds from the County. If the Department falls below this requirement, then the procedure outlined in paragraph 3(p) shall apply.
- o. The Department shall update its current rosters annually and submit a current roster to the Navarro County Auditor's office at the time of the execution of this Agreement.
- p. If the number of active members falls below two per apparatus after execution of this Agreement, the Department shall notify the Navarro County Auditor as soon as practicable, but no later than 30 days after the change is made. If the Department fails to meet this requirement, it will have 90 days to remedy the roster requirement deficiency before funding is reduced. The reduction in funding shall remain in effect until the roster requirement deficiency is met. Once the active member requirement deficiency is remedied, the Department may notify the Navarro County Commissioners' Court to request resumption of the Department's funding. This provision is not intended to specify the number of Department members who will actually man the truck, but to insure adequate operation of vehicles for which the County is funding.

q. The Department should provide its own workman's compensation insurance to each of its individual members and proof of such coverage should be provided to the Navarro County Auditor by January 31, 2019. Each department is responsible for applying for HB3667 grants, or other sources of funding, to pay future years' premiums. If the Department is unable to obtain workman's compensation insurance the parties agree to negotiate in good faith to resolve the matter.

4. Remedies.

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

5. Miscellaneous.

- a. This Agreement will expire one (1) year from the Effective Date. The Parties may renew this Agreement, but only in writing, signed by all Parties.
- b. To the extent allowed by law, the parties shall indemnify, hold harmless, and defend each other at all times after the Effective Date of this Agreement against any liability, loss, damage (including punitive damages), claim, settlement payment, cost or expense, interest, award, judgment, fine, fee, penalty, or other matter arising in any way out of the acts or omissions of the indemnifying party, it being the intent that a party have no liability whatsoever for the acts or omissions of the other party or its officers, officials, volunteers, representatives, employees or agents. By entering into this

- Agreement neither party waives, nor shall be deemed to waive, any right, immunity, or defense it may have, and this agreement does not create right to any third party or individual or entity not a party hereto.
- c. This Agreement supersedes any and all other agreements, either oral or written, between the Parties. This Agreement may be amended by the mutual consent of the Parties. Any changes or amendments must be in writing, signed by all the Parties.
- d. This Agreement shall be construed under the laws of the State of Texas.
- e. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- f. This Agreement may be executed in multiple counterparts each of which constitutes an original.
- g. The Navarro County Commissioners' Court authorizes the County Judge of Navarro County to execute this Agreement with this Department.
- h. The Department is not an agent of the County for any purpose and individuals who are members or volunteer members of the Department shall not be deemed County employees or agents for any purpose at any time. The County is not an agent of the Department for any purpose and individuals associated with the County shall not be deemed to be Department employees, officers, volunteers, agents, or representatives of the Department.
- i. Nothing set forth herein shall be deemed to constitute a waiver of any immunity either party may have.

AGREED this	day of September, 2018.
	Navarro County, Texas
	By: H.M. Davenport, Jr. Navarro County Judge
	Navarro County Emergency Services District No. 1
	By:

RESOLUTION NO. 2019-03

A RESOLUTION OF COMMISSIONER'S COURT, OF NAVARRO COUNTY TEXAS, AUTHORIZING THE COUNTY TO SELF-INSURE AGAINST LOSSES THAT WOULD HAVE BEEN COVERED UNDER THE BOND OF FORMER CRIMINAL DISTRICT ATTORNEY, HON. R. LOWELL THOMPSON.

- WHEREAS, the office of the Navarro County District Attorney's Office was covered under the bond of the former Criminal District Attorney, Hon. R. Lowell Thompson, conditioned that the district attorney will, in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county; and,
- WHEREAS, Hon. R. Lowell Thompson passed this life on October 24, 2018, and the aforementioned bond expired at midnight on December 31, 2018; and
- WHEREAS, the County is authorized self-insure against losses that would have been covered by the bond pursuant to Tex. Gov't Code §44.002 (c); and,
- WHEREAS, it is in the best interest of the County to so self-insure until a successor Criminal District Attorney for Navarro County is appointed and qualified.

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

- **Section 1.** The above recitals have been found to be true and correct
- Section 2. The Navarro County Commissioners Court of Navarro County, Texas hereby authorizes the County to self-insure against the losses that would have been covered under the bond of the former Navarro Criminal District Attorney, Hon. R. Lowell Thompson.
- Section 3. That the Commissioners Court is hereby authorized to execute this resolution pursuant to Tex. Gov'T Code §44.002 (c).
- Section 4. That this resolution shall take effect immediately after its passage, approval, and it is so resolved.

PASSED and APPROVED by majority vote of the Commissioner's Court of Navarro County, Texas, this 14th day of January, 2018.

H.M. Davenport Navarro County Judge

Jason Grant

Commissioner, Pct. 1

Eddir Perry

Commissioner, Pct. 2

Eddie Moore

Commissioner, Pct. 3

James Olsen

Commissioner, Pct. 4

ATTEST:

SHERRY DOWD

NAVARRO COUNTY, CLERK