NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 10th, day of August 2020 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 Perry, 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 Comm. Moore
- 3. Pledge of Allegiance
- 4. Comments-No comments

Consent Agenda

Motion to approve consent agenda items 5-9 by Comm. Perry sec by Comm. Grant Carried unanimously

- 5. Approve and pay bills as submitted by the County Auditor, including Current bills, (paid 08/10/2020)

 TO WIT PG 1272-1291
- 6. Motion to approve the minutes from July 9, 2020 for Planning & Zoning

 TO WIT PG 1292-1293
- 7. Motion to approve a final re-plat of Mattie Caston Shores Phase III, Lots 63A & 63B for W2Homes LLC
- 8. Motion to approve re-plat of of Mattie Caston Shores Phase II, Lots 42-R & 43-R for Kevin Thompson, Raymond Reese & Diane Reese
- 9. Motion to approve to pay bills for Navarro County Jail without Purchase Orders on August 10, 2020 <u>TOWIT PG 1294-1295</u>

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any Item from the consent agenda in order that the court discuss and act upon it Individually as part of the Regular Agenda Items under the Consent Agenda are items 5 – 9

Regular Agenda

- 10. No action taken on Burn Ban-(remains off)
- 11. Motion to approve the Resolution and Agreement accepting the Grant awarded to Navarro County by the County Transportation Infrastructure Fund Grant Program (CTIF) with Texas Department of Transportation by Comm. Moore sec by Comm. Olsen

 Carried unanimously
- 12. Motion to approve Tax Collection Report for July 2020, Mike Dowd by Comm.

 Olsen sec by Comm. Moore

 Carried unanimously

 Motion to approve Tax Collection Report for July 2020, Mike Dowd by Comm.

 TO WIT PG 1308-1314
- 13. Motion to approve a Zoning District Change in Northshore Estates, portion of Lot 19, from SF 1 to Commercial for Brian Nold by Comm. Perry sec by Comm. Grant Carried unanimously
- 14. Motion to approve a Specific Use Permit to place a NextLink 80' Monopole Tower in Northshore Estates, lot 19, to provide Internet Service to the public for Brian Nold by Comm. Perry sec by Comm. Grant Carried unanimously
- 15. Motion to approve to lease agreement with America National Leasing for a 2016 Gradall Vin # 4100000757 for Pct.2 by Comm. Perry sec by Comm. Moore Carried unanimously

 TO WIT PG 1315-1322E
- 16. Motion to approve Pct. 3 to go out for proposals to purchase a new Gradall Excavator by Comm. Moore sec by Comm. Olsen Carried unanimously
- 17. Motion to approve to MEN Water Supply Corporation to Cross SE CR 1095, Pct. 3 by Comm. Moore sec by Comm. Grant <u>TO WIT PG 1323-1330</u> Carried unanimously
- 18. Motion to approve the Order of Election and early voting locations, dates and hours for November 3, 2020 election as provides on the Order of Elections by Comm. Olsen sec by Comm. Moore

 TO WIT PG 1331-1332

 Carried unanimously
- Motion to approve of approving the rate of pay for poll workers to be \$11.00 per hour by Comm. Grant sec by Comm. Perry Carried unanimously

- 20. Motion to approve up to 6 poll workers per Election Day polling location, and up to 8 poll workers for the Navarro County Annex, and Kerens polling location Comm. Perry sec by Comm. Moore Carried unanimously
- 21. Motion to approve supplemental list of Judges by Comm. Moore sec by Comm. Grant TO WIT PG 1333-1334

Carried unanimously

- 22. Motion to approve of Central Counting Station Personal by Comm. Olsen sec by Comm. Perry

 Carried unanimously

 Motion to approve of Central Counting Station Personal by Comm. Olsen sec by Comm. Perry

 TO WIT PG 1335
- 23. Motion to approve up to 2 clerks from each party for the Early Voting Ballot Board by Comm. Grant sec by Comm. Perry Carried unanimously
- 24. Motion of approving up to 4 clerks for the Central Counting Station by Comm. Moore sec by Comm. Olsen Carried unanimously
- 25. 10:39 A.M. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.0725 to discuss Contract by Comm. Olsen sec by Comm. Moore Carried unanimously
 - 11:45 A.M. Motion to approve to come out of Executive Session Pursuant to the Texas Government Code Section 551.0725 to discuss Contract by Comm. sec by Carried unanimously
- 26. Motion to action taken on Executive Session Pursuant to the Texas Government Code Section 551.0725 to discuss Contract a letter of intent from TX DOT by Comm. Moore sec by Comm. Perry Carried unanimously
 - 11:45 A.M. Break for lunch until 1:30 1:30 p.m. Back from lunch by Comm. Grant sec by Comm. Perry Carried unanimously
- 27.. Budget Workshop

28. Motion to recess until 9:00 A.M. Tuesday to continue Budget Workshop by Comm. Moore sec by Comm. Grant Carried unanimously

9:07 A.M. Motion to come out of recess by Comm. Olsen sec by Comm. Moore Carried unanimously

Budget Workshop continued – Auditor update Presenting budgets-Commissioners 1-4 H M Davenport Jr, County Judge Terry Gillen, Auditor Mike Dowd, Tax A/C Sherry Dowd, County Clerk

- 29. Motion to adjourn by Comm. Grant sec by Comm. Perry Carried unanimously
- I, Sherry Dowd, Navarro County Clerk, Attest that the Foregoing is a True and accurate accounting of the commissioner's court's authorized proceeding for August 10th, 2020.

Signed 10th day of August 2020.

Sherry Dowd, County Clerk

GENERAL FUND

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597.43 68.00	389.95	10.00	168.22	204.00	292.64	68.00	299.50	81.35	109.03	68.00	55.61	69.95	89.95	10.00	10.00	10.00	10.00	15.00	11.40	74.13	36.19	451.65	98.45	169.80	371.70	150.50	226.20	77.69	63.75	85.60	103.50	99.28

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1,237.50 375.00 100.00 100.00 100.00 468.75	158.33 158.34 625.00 725.00 1,337.50	150.00 750.00 1,037.50 258.33	11,000.00 570.00 490.00 390.00 200.00 200.00 200.00	400.00 412.50 412.50 2,025.00 56.16	184.17 74.13 11.40 74.13 11.40 30.00

NAVARRO COUNTY ELECT NAVARRO COUNTY ELECT NAVARRO COUNTY ELECT NAVARRO COUNTY HISTO	NAVARRO COUNTY ELECT NAVARRO COUNTY ELECT	NAVARRO COUNTY ELECT	NAVARRO CO TAX ASSES	NAVARRO CO TAX ASSES	MOORE TIRE & AUTO	MEN WATER SUPPLY COR	MEDICAL SURGICAL & C	MCCOY'S BUILDING SUP	LISA A EASLEY	LINEBARGER GOGGAN BL	LEXIS NEXIS - DALLAS	LENOVO FINANCIAL SER	LAW OFFICE OF SHANA	LAW OFFICE OF SHANA	LAW OFFICE OF MICAH	LAW OFFICE OF MICAH	LAW OFFICE OF MICAH	LAW OFFICE OF KERRI										
11 2020 101-512-435 11 2020 101-402-430 11 2020 101-402-430 11 2020 101-420-420			11 2020 101-402-444	11 2020 101-402-444	-				11 2020 101-402-430	11 2020 101-560-494	11 2020 101-512-385	11 2020 101-430-412	11 2020 101-499-435	11 2020 101-475-419	11 2020 101-495-320	11 2020 101-430-411	11 2020 101-430-485	11 2020 101-435-411	11 2020 101-435-411	11 2020 101-435-485	11 2020 101-430-411	11 2020 101-430-411	11 2020 101-430-411	11 2020 101-430-411	11 2020 101-430-411	11 2020 101-430-411	11 2020 101-430-411	11 2020 101-435-411
UTILITIES - PARK UTILITIES - PARK UTILITIES - PARK HISTORICAL FEES	UTILITIES	UTILITIES - PARK	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINTE	UTILITIES - PARK	EMPLOYEE PHYSICA	COUNTY FARM	TRANSCRIPTS	TELEPHONE	DUES & SUBSCRIPT	OPERATING EQUIPM	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED							
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41.00 9.62 19.24 1,850.00	148.00 33.00	9.62	7.50			~1		311696 25.00	29.00	_	310892 60.09	72.00	572.33	1,153.00	309881 658.11	1,019.00	10.00	450.00	550.00	4.00	662.50	800.00	700.00	1,000.00	962.50	912.50	662.50	368.75

NIAL GREEN, JR 11 2020 101-435-415 NICHA MERICAN RESCU 11 2020 101-435-411 NICHTHA MERICAN RESCU 11 2020 101-403-310 OFFICE DEPOT INC-TXM 11 2020 101-406-312 OFFICE SUPPLIES 8/6/2020 8/10/2020 311554 OFFICE DEPOT INC-TXM 11 2020 101-409-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31160-3 OFFICE DEPOT INC-TXM 11 2020 101-499-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31160-3 OFFICE DEPOT INC-TXM 11 2020 101-499-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31160-3 OFFICE DEPOT INC-TXM 11 2020 101-499-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31160-3 OFFICE DEPOT INC-TXM 11 2020 101-499-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31160-3 OFFICE DEPOT INC-TXM 11 2020 101-499-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE DEPOT INC-TXM 11 2020 101-512-310 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE SUPPLIES 8/6/2020 8/10/2020 31159-1 OFFICE SUPPLIES 8/6/2020 8
COURT APPOINTED R/5/2020 8/10/2020 COURT APPOINTED R/6/2020 8/10/2020 COPY & POSTAGE S R/6/2020 8/10/2020 COPY & POSTAGE S R/6/2020 8/10/2020 OFFICE SUPPLIES COPFICE SUPPLIES COPPICE SUPPLIES COP
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PITNEY BOWES INC	OLSEN FEED & SUPPLY	OFFICE DEPOT INC-TXM																														
11 2020 101-406-313 11 2020 101-406-312	11 2020 101-512-385	11 2020 101-512-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-475-310	11 2020 101-630-474	11 2020 101-630-474	11 2020 101-565-310	11 2020 101-565-310	11 2020 101-565-310	11 2020 101-565-310	11 2020 101-561-310	11 2020 101-561-310	11 2020 101-561-310	11 2020 101-561-310	11 2020 101-560-310	11 2020 101-560-310	11 2020 101-512-320	11 2020 101-512-320	11 2020 101-512-310	11 2020 101-512-310	11 2020 101-512-310
POSTAGE MAINTENA COPY & POSTAGE S	COUNTY FARM	OFFICE SUPPLIES	MEDICAL SUPPLIES	MEDICAL SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OPERATING EQUIPM	OPERATING EQUIPM	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES													
8/3/2020 8/10/2020 8/5/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020
311710	309757	311574	311474	311474	311474	311474	311474	311474	311571	311571	311571	311571	311571	311571	311571	311604	311604	311562	311562	311562	311562	311553	311553	311553	311553	311552	311552	311574	311574	311574	311574	311574
230.00 118.99	69.95	99.96	9.49	67.14	11.31	129.98	69.99	64.99	7.54	39.96	29.74	1.84	33.90	10.99	27.18	20.08	78.40	22.18	8.49	7.50	0.21	6.09	138.02	14.66	18.52	34.98	22.18	349.22	56.34	0.40	3.96	176.52

TEXAS FIRE ALARM INC THE BEAUCHAMP FIRM	TEXAS ENGINEERING EX	TEXAS ENGINEERING EX	SUSAN A WALDRIP COUR	STACEY S MARTIN	SPANISHONPATROL.COM	SPANISHONPATROL.COM	SOUTHWEST FILING & S	SOUTHWEST FILING & S	SOUTHERN HEALTH PART	SMITH GENERAL STORE	SHERIFF, PETTY CASH	ROSE SERVICES	RITE OF PASSAGE, INC	REPUBLIC SERVICES #0	REPUBLIC SERVICES #0	REEVE AUGUSTINE ALAR	PRECISION AUTO GLASS	PRECISION AUTO GLASS	PLANO RESTAURANT EQU	PLANO RESTAURANT EQU	PITNEY BOWES INC	PITNEY BOWES INC										
11 2020 101-410-455 11 2020 101-435-411	11 2020 101-512-428	11 2020 101-512-428	11 2020 101-512-428	11 2020 101-512-428	11 2020 101-512-428	11 2020 101-512-428	11 2020 101-512-428	11 2020 101-430-412	11 2020 101-435-411	11 2020 101-512-428	11 2020 101-512-428	11 2020 101-440-310	11 2020 101-440-310	11 2020 101-512-460	11 2020 101-512-385	11 2020 101-512-465	11 2020 101-630-458	11 2020 101-630-458	11 2020 101-630-458	11 2020 101-630-458	11 2020 101-630-458	11 2020 101-630-458	11 2020 101-572-411	11 2020 101-410-430	11 2020 101-411-430	11 2020 101-430-490	11 2020 101-560-445	11 2020 101-560-445	11 2020 101-512-445	11 2020 101-512-445	11 2020 101-406-312	11 2020 101-406-312
MAINT CONTRACT - COURT APPOINTED	SCHOOLS & TRAINI	SCHOOLS & TRAINI	SCHOOLS & TRAINI	TRANSCRIPTS	COURT APPOINTED	SCHOOLS & TRAINI	SCHOOLS & TRAINI	OFFICE SUPPLIES	OFFICE SUPPLIES	INMATE MEDICAL -	COUNTY FARM	EXTRADITION OF P	MAINT CONTRACT -	NON-RESIDENTIAL	UTILITIES	UTILITIES	MENTAL / AD LITE	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINTE	REPAIRS & MAINTE	COPY & POSTAGE S	COPY & POSTAGE S									
8/3/2020 8/10/2020 8/3/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/3/2020 8/10/2020	8/5/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020	8/3/2020 8/10/2020	8/3/2020 8/10/2020	8/3/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/6/2020 8/10/2020	8/5/2020 8/10/2020	8/5/2020 8/10/2020
	311634	311634	311634	311279	311279	311459	311459			311686	311686	311416	311416		309765												311234	311720			311710	311710
40.00 260.00	60.00	60.00	60.00	60.00	60.00	275.00	275.00	495.00	275.00	79.00	79.00	175.00	995.00	28,661.62	64.85	22.73	150.00	150.00	160.00	1,500.00	276.93	369.24	98.89	503.34	230.78	270.00	45.00	241.61	568.93	189.78	(9.77)	76.49

WATSON AIR CONDITION WATSON AIR CONDITION WEST PUBLISHING CORP WEST PUBLISHING CORP WEST PUBLISHING CORP	WARREN'S TIRES & WHE WATSON AIR CONDITION WATSON AIR CONDITION WATSON AIR CONDITION WATSON AIR CONDITION	UHAUL INTERNATIONAL UHAUL INTERNATIONAL UHAUL INTERNATIONAL UHAUL INTERNATIONAL WARREN'S TIRES & WHE WARREN'S TIRES & WHE	TOMAS ECHARTEA TOMAS ECHARTEA TROPHIES UNLIMITED L TROPHIES UNLIMITED L TROPHIES UNLIMITED L TYLER TECHNOLOGIES I TYLER TECHNOLOGIES I TYLER TECHNOLOGIES I UHAUL INTERNATIONAL
11 2020 101-512-445 11 2020 101-512-445 11 2020 101-430-419 11 2020 101-435-419 11 2020 101-430-419 11 2020 101-480-419	11 2020 101-402-444 11 2020 101-512-445 11 2020 101-512-445 11 2020 101-512-445 11 2020 101-512-445	11 2020 101-409-425 11 2020 101-409-425 11 2020 101-409-425 11 2020 101-409-425 11 2020 101-402-444 11 2020 101-402-444	
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682.50 195.00 134.00 347.75 347.75 444.00	7.00 10.00 130.00 395.00 425.00	5.00 1.00 92.43 39.95 7.00	400.00 200.00 7.00 7.00 7,200.00 54,580.00 39.95 14.00 100 127.51 5.00 14.00 14.00 100 100

GREENLANDER LLC GREENLANDER LLC GREENLANDER LLC	VENDOR NAME		NOBLE SOFTWARE GROUP PEGASUS SCHOOLS INC RECOVERY HEALTHCARE RITE OF PASSAGE, INC RITE OF PASSAGE, INC	VENDOR NAME		CHRIS ALDAMA OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM	VENDOR NAME		WILLIAM EARL PRICE WILLIAM EARL PRICE
11 2020 171-620-445 11 2020 171-620-445 11 2020 171-620-445	PP ACCOUNT#	FLOOD CONTROL	12 2020 161-578-428 12 2020 161-577-683 12 2020 161-576-612 12 2020 161-574-410 12 2020 161-574-410	PP ACCOUNT#	JUVENILE PROBA	12 2020 151-571-310 12 2020 151-571-310 12 2020 151-571-310 12 2020 151-571-310 12 2020 151-571-310 12 2020 151-571-310	PP ACCOUNT#	CSCD	11 2020 101-435-411 11 2020 101-435-411
REPAIRS & MAINTE REPAIRS & MAINTE REPAIRS & MAINTE	ACCOUNT NAME		YS-REGIONALIZATI RMH PLACEMENT - CBP - GENERAL - RESIDENTIAL SERV RESIDENTIAL SERV	ACCOUNT NAME	TION	DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL	ACCOUNT NAME		COURT APPOINTED COURT APPOINTED
8/3/2020 8/10/2020 311665 8/3/2020 8/10/2020 311665 8/3/2020 8/10/2020 311665	VP DATE DATE TBP PO NO	1	8/5/2020 8/10/2020 8/5/2020 8/10/2020 8/5/2020 8/10/2020 8/5/2020 8/10/2020 8/5/2020 8/10/2020	VP DATE DATE TBP PO NO	;	8/3/2020 8/10/2020 8/3/2020 8/10/2020 311440 8/3/2020 8/10/2020 311440 8/3/2020 8/10/2020 311440 8/3/2020 8/10/2020 311440 8/3/2020 8/10/2020 311440	VP DATE DATE TBP PO NO	,	8/3/2020 8/10/2020 8/5/2020 8/10/2020
2,345.00 3,490.00 950.00	AMOUNT	10,301.89	1,860.00 1,161.00 1,012.50 140.00 6,128.39	AMOUNT	230.83	159.88 1.76 67.43 21.58 (21.58)	AMOUNT	309,756.91	962.50 1,175.00

HOLT CAT 11 HUFFMAN COMMUNICATIO 11	11	HOLT CAT	HOLT CAT 11	HOLT CAT 11	GILFILLAN HARDWARE 11	GILFILLAN HARDWARE 11	GILFILLAN HARDWARE 11	GILFILLAN HARDWARE 11	GILFILLAN HARDWARE 11	GILFILLAN HARDWARE 11	GEORGE P BANE INC 11	GEORGE P BANE INC 11	FASTENAL - TXMAS 11	EXPRESS TIRE COMPANY 11	BM LOGISTICS 11	B & B WATER SUPPLY C 11	ATWOODS DISTRIBUTING 11	AT&T 11	VENDOR NAME PP			GREENLANDER LLC 11							
2020 211-611-321 2020 211-611-450	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-445	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-325	2020 211-611-321	2020 211-611-445	2020 211-611-445	2020 211-611-453	2020 211-611-430	2020 211-611-370	2020 211-611-330	2020 211-611-321	2020 211-611-321	2020 211-611-321	2020 211-611-435	ACCOUNT #	ROAD & BRIDGE		2020 171-620-445
MAINTENANCE SUPP MAINT CONTRACT	MAINTENANCE SUPP	REPAIRS & MAINTE	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	TIRES	MAINTENANCE SUPP	REPAIRS & MAINTE	REPAIRS & MAINTE	HAULING	UTILITIES	GAS & OIL	JANITORIAL SUPPL	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	TELEPHONE	ACCOUNT NAME	#1		REPAIRS & MAINTE				
8/3/2020 8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/5/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/5/2020	8/6/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	8/3/2020	VP DATE			8/3/2020
8/10/2020 8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	8/10/2020	DATE TBP			8/10/2020
311671	311613	311613	311613	311613	309698	311629	311629	311629	309698	309698	311581	311581		311692	309697	309697	309697			311608	311608	311608	309694	309694		PO NO		,	311665
170.56 41.13	1,206.64	40.00	197.12	230.68	39.98	24.00	42.48	43.27	7.57	14.99	140.28	1,266.14	12.37	460.00	80.00	35.00	35.00	18,290.00	25.00	209.85	4.99	125.96	39.42	24.99	78.48	AMOUNT		8,260.00	1,475.00

MARTIN MARIETTA MATE MARTIN MARIETTA MATE MARTIN MARIETTA MATE MCCOY'S BUILDING SUP MCCOY'S BUILDING SUP MCCOY'S BUILDING SUP	ENGIE RESOURCES LLC FOOD RITE INC FOOD RITE INC HUFFMAN COMMUNICATIO JEFFERY CORDELL BETT K & E HOSE & FITTING	VENDOR NAME ATWOODS DISTRIBUTING B & G AUTO PARTS	HUFFMAN COMMUNICATIO HUFFMAN COMMUNICATIO JAMES MANUFACTURING NAVARRO COUNTY ELECT O'REILLY AUTOMOTIVE REPUBLIC SERVICES #0 TEXAS BIT TEXAS BIT UNITED AG & TURF - H UNITED AG & TURF - H
11 2020 212-612-376 11 2020 212-612-376 11 2020 212-612-376 11 2020 212-612-376 11 2020 212-612-376 11 2020 212-612-376	11 2020 212-612-430 11 2020 212-612-495 11 2020 212-612-330 11 2020 212-612-330 11 2020 212-612-450 11 2020 212-612-455 11 2020 212-612-495 11 2020 212-612-321		11 2020 211-611-321 11 2020 211-611-321 11 2020 211-611-321 11 2020 211-611-430 11 2020 211-611-321 11 2020 211-611-430 11 2020 211-611-446 11 2020 211-611-446 11 2020 211-611-321 11 2020 211-611-321
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8/3/2020 8/10/2020 8/3/2020 8/10/2020 8/5/2020 8/10/2020 8/3/2020 8/10/2020 8/3/2020 8/10/2020 8/3/2020 8/10/2020		DATE TBP 8/10/2020 8/10/2020 8/10/2020 8/10/2020 8/10/2020	8/3/2020 8/10/2020 8/3/2020 8/10/2020 8/3/2020 8/10/2020 8/5/2020 8/10/2020 8/3/2020 8/10/2020 8/3/2020 8/10/2020 8/5/2020 8/10/2020 8/5/2020 8/10/2020 8/3/2020 8/10/2020 8/3/2020 8/10/2020
309713 311670 311670	309710 309710 311708	PO NO AN 309705 309706 309706 309706 311644	311648 311534 311534 311646 311630 311630
4,604.58 6,432.30 9,099.54 92.05 21.00 (21.00)	100.70 106.82 8.50 2.58 41.12 97.00 10.51	36,272.56 36,272.56 AMOUNT 69.90 19.95 29.95 19.95 134.95	33.64 14.14 85.00 140.42 149.99 208.87 5,345.08 5,421.84 22.77 1,964.91

KEITH'S ACE HARDWARE KEITH'S ACE HARDWARE MARTIN MARIETTA MATE MARTIN MARIETTA MATE MARTIN MARIETTA MATE	ENGIE RESOURCES LLC ENGIE RESOURCES LLC GILFILLAN HARDWARE HUFFMAN COMMUNICATIO JARVIS-PARIS-MURPHY JERRY'S TIRE HOUSE	VENDOR NAME CITY OF DAWSON CITY OF RICHLAND	MCCOY'S BUILDING SUP MCCOY'S BUILDING SUP MCCOY'S BUILDING SUP O'REILLY AUTOMOTIVE PHILLIPS TIRES TEXAS BIT TRUCK PARTS & SERVIC TRUCK PARTS & SERVIC TRUCK PARTS & SERVIC UNITED AG & TURF - A WELCH STATE BANK WELCH STATE BANK
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No

1292

NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Stanley Young - Director



Osha Joles – Addressing Manager Randall Blackwell – OSSF Program

www.co.navarro.tx.u

PLANNING AND ZONING COMMISSION MINUTES

July 9th, 2020

5:00 P.M.

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

Chairman Jacobson	- present	Vice Chairman Schoppert -	present
John Smith -	present	Mike Frankos –	present
Carroll Sigman –	present	Bryan Roach -	absent
Vicki Farmer –	present	Jeff Smith -	present
Clay Jackson –	absent	Kenneth Guard –	absent
Kit Herrington -	present	Caleb Jackson –	absent
Julie Humphries –	absent	Phil Seely -	present

Item #2 on the agenda was consideration of approving the minutes from the March 12th, 2020 Planning and Zoning meeting.

Motion to approve by Commissioner Carroll Sigman, second by Commissioner Vicki Farmer, all voted aye.

Item #3 on the agenda was consideration of approving a final plat of Admiral Shores, Phase I for Texas Land & Lakes, LLC.

Motion to approve by Commissioner Mike Frankos, second by Commissioner Jeff Smith, all voted aye.

Item #4 on the agenda was consideration of approving a final plat of Admiral Shores, Phase II for Texas Land & Lakes, LLC.

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

Item #5 on the agenda was consideration of approving a final plat of Admiral Shores, Phase III for Texas Land & Lakes, LLC.

Motion to approve by Commissioner Phil Seely, second by Commissioner Kit Herrington, all voted aye.

Item #6 on the agenda was consideration of approving a re-plat of Bay Meadows forming Lots 14-R1 & 14-R2 for Jack Griffin.

Motion to approve by Commissioner Jeff Smith, second by Commissioner Carroll Sigman, all voted aye.

Item #7 on the agenda was consideration of approving a re-plat of The Shores, Phase 1, Lot 60-R for Carl & Jennifer Bethea.

Motion to approve by Commissioner John Smith, second by Commissioner Carroll Sigman, all voted aye.

Item #8 on the agenda was Consideration of approving a re-plat of Etheridge Estates, Lot 7-R for Barry & Stephanie Johnson.

Motion to approve by Commissioner Mie Frankos, second by Commissioner Jeff Smith, all voted ave.

Item #9 on the agenda was consideration of approving a re-plat of South Point, Lot 63-R for William & Barbara Kubinski.

Motion to approve by Commissioner Carroll Sigman, second by Commissioner Vicki Farmer, all voted aye.

Item #10 on the agenda was consideration of approving a re-plat of South Point, Lot 65-R for Bobby Rivers. Motion to approve by Commissioner Carroll Sigman, second by Commissioner Jeff Smith, all voted aye.

Item # 11 on the agenda was the Chairman's report. Chairman Jacobson had no report.

Adjourn.

Invoice

Plano Restaurant Equipment - LLC

1212 East Arapaho Road

Suite 220

Voice:

Fax:

Richardson, TX 75081

972-388-6901 972-707-9505

JUL 2 9 2020

AUG 0 3 2020

Invoice Date: Mar 24, 2020

Invoice Number:

Page: 1

469

Sold To:

Navarro County Jail 300 W. 2nd Ave. Attn: Darron Richardson Corsicana, TX 75110

NAV AUD

Ship to:

Navarro County Jail 300 W. 2nd Ave. Attn: Darron Richardson Corsicana, TX 75110

Customer ID	Customer PO	Payment Terms			
Nava	310436	Prepaid			
Job#	Shipping Method	Ship Date	Due Date		
1347	Service Truck	3/24/20	3/24/20		

		<u> </u>			3/24/20
Item	Quantity	Description		Unit Price	Extension
1 ,	1.00	Remove and replace old thermostat and controls in hot well unit, electric	n drop-in	189.78	189.78
2	1.00	Labor to replace and remove old thermostat and c and replace with new thermostat electric. Hot food Travel to and from jobsite by service technici	ontrols, well.	568.93	568.93
		1/26/20 20/26/20			
		Debit: 101-512-445 Desc: Hot Food Well Unit - K PO#: NA Labo Invoice#: 469 Vendor#: 7722	emoved L \$ 568	? Replace 7.93	d thermostat \$189.

Subtotal Sales Tax

758.71

Freight

Total invoice Amount

758.71





NAVARRO COUNTY AUDITOR'S OFFICE

300 W 3rd Ave, Suite 4 Corsicana, Texas 75110 e-mail: auditor@navarrocounty.org

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

Terri Gillen, County Auditor

Phone: (903) 654-3095

Fax: (903) 654-3097

	INTEROFFICE MEMO						
The atta	ached item is being returned for the following reasons:						
V	·						
Λ	Item incurred before purchase order issued						
`a `	Purchase order number is inconsistent with invoice						
٥	Amount billed does not match the purchase order						
۵	Vendor on purchase order does not match invoice						
0	Insufficient documentation to process payment						
٥	Signature or date not present						
0	Budget Account Number (Line Item) is missing - Acct #						
0	Insufficient budget						
0	Payment Request inconsistent with County Policy						
	Other						
Please This no	provide the additional documentation or explanation necessary to process this payment request. tice must remain attached to the payment request.						
Addition	nal explanation: Planc Restaurant Equipment - inu# 469						
7)'9	nut gut a PO.						
The Department Head or Elected or Appointed Official must sign this form confirming notification that the Navarro County Purchasing Policy was not followed on this purchase.							
	1 mo Steward 07/30/2020						
Signati	Signature Date						

IN THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS

RESOLUTION AND ORDER APPROVING THE COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT PROGRAM AGREEMENT

WHEREAS, Navarro County has received a Notice of Eligible Grant Award Allocation from the Texas Department of Transportation ("TxDOT") in the amount of \$179,267; and

WHEREAS the Commissioners Court of Navarro County has determined that it is in the best interests of the citizens of Navarro County to enter into an Agreement with TxDOT concerning the County Transportation Infrastructure Fund Grant Program; and

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the TxDOT Grant Agreement standard form, hereby attached as County Transportation Infrastructure Fund Grant Program Agreement ("Agreement), has been reviewed, and is approved by way of this Resolution and made a part thereof as Attachment A, is hereby accepted and approved as to form and further that the Navarro County Commissioners Court hereby authorizes the County Judge to execute the Agreement on behalf of the County.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Navarro County designates each of the following Navarro officials as a County Authorized Representative with the authority to sign all Grant and project-related documents on behalf of the County, including any required certifications:

- 1. County Judge
- 2. County Auditor
- 3. Assistant County Auditor
- 4. Any other official or employee who may be given such authority by the County Judge

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Commissioners Court of Navarro County makes the following findings in the exercise of discretion and authority extended to said Commissioners Court by Texas Law, and such findings are made upon due inquiry and satisfactory proof that such findings are factual and based upon commonly accepted practices and standards by Texas Counties:

IT IS THE FINDING OF THIS COMMISSIONERS COURT that the county has experience in the construction and maintenance of all county roads currently in the County road

maintenance inventory, that the county has suitable equipment, experience and personnel to properly repair such roads without the utilization of outside contractors, or, if such contractors are required, the lowest and best bidders shall be selected, after following all applicable requirements for competitive bidding, as required. In this regard, the County has suitable design standards, specifications and quality assurance procedures in place to assure that resulting road maintenance projects are properly constructed with suitable materials and that appropriate safety and environmental procedures will be utilized.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that all road right-of-way involved in projects identified for funding under this grant is presently within the county road maintenance inventory and no new right of way is required.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that Navarro County will notify all public utilities, water supply corporations, and common carriers of record of their plans to repair, renovate or construct the project roads identified in the Grant application, and will cooperate with the said utilities and common carriers for protection of such infrastructure. It is not anticipated that any relocation of utilities will be required, but notification will none-the-less be provided. The County Authorized Representative is hereby expressly authorized to certify to such.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT pursuant to 40 C.F.R. §1500, and specifically §1508.4 et seq, 23 CFR 771.117 and 33 U.S.C. §1344, (f)(1)(B) and (C), and 43 TAC 2.81 that county road maintenance projects are generally entitled to a Categorical Exclusion, and are not prohibited by the National Environmental Protection Act (NEPA), nor the Water Pollution Prevention and Control Act, and that as a categorical exclusion, such projects pose no significant effect on the human or natural environment, and which this Court finds to have no such adverse impact, and therefore do not require an environmental impact assessment of the projects contemplated in this grant, in that no federal funds are being used by the County in meeting the grant requirements. The County shall comply with applicable state environmental standards, as applicable, such as 30 TAC §111.147, and as such, this finding further authorizes the County Authorized Representative to make certifications regarding compliance with environmental requirements of the Grant, which is expressly approved by this Commissioners Court.

IT IS THE FURTHER FINDING OF THIS COMMISSIONERS COURT that as a public roadway, open to all residents for use as a public road designed for vehicular traffic, as defined by statute and other applicable law, that the road projects subject to this grant are in full compliance with the Texas Accessibility Standards and the Americans with Disabilities access standards, as the same may apply, and the County Authorized Representative is hereby expressly authorized to certify to such.

that where necessary, any materials required for the completion of this project shall be solicited by a standard that is known to be suitable for use in road construction and repair projects, that the County will comply with HUB Program Requirements, as applicable, and the County will require such testing as may be deemed appropriate to determine that such materials meet any applicable standards, either by specification or by direct inquiry with the provider or vendor of such materials. The County Authorized Representative is hereby expressly authorized to certify to such.

Read and Adopted this day of, 2020, by a vote of	f
Sayes andnays. County Judge	
Commissioner, Precinct 2 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4	
ATTEST: Alund Oluk County Clerk County Clerk	

Contract # CTIF 02 175

District # 18

Code Chart 64 # 50175

Project: Navarro County 2020 CTIF Award

STATE OF TEXAS

§

COUNTY OF TRAVIS §

COUNTY TRANSPORTATION INFRASTRUCTURE FUND GRANT AGREEMENT

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and Navarro County, acting by and through its duly authorized officials, called the "County."

WITNESSETH

WHEREAS, Transportation Code, Chapter 256, Subchapter C allows for the Texas Department of Transportation to make grants to counties for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and

WHEREAS, The County has submitted its application for the Grant funding from the State and its application was approved; and

WHEREAS, state law requires counties to meet certain contract standards relating to the management and administration of State funds; and

WHEREAS, the Governing Body of the County has approved entering into this agreement by resolution or ordinance which is attached to and made a part of this agreement as Attachment A; and

NOW THEREFORE, the State and the County agree as follows:

AGREEMENT

- 1. Agreement Period. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Projects are completed or unless terminated as provided below.
- 2. Scope of Work. The County shall complete the transportation infrastructure projects as proposed in its List of Transportation Infrastructure Projects defined in 3. below. The County shall place the transportation infrastructure projects on the county road system.
- 3. List of Transportation Infrastructure Projects. The County is responsible to review the list of projects listed on its previously submitted application for a grant from the fund and create a List of Transportation Infrastructure Projects prioritizing its choice of projects which can be performed with the grant amount awarded to the County by the State. Within thirty calendar days after final execution of this agreement, the County shall submit to the State this List of Transportation Infrastructure Projects (in a format specified by the State). This List of Transportation Infrastructure Projects shall include an estimated month and year of starting construction and completing construction for each funded project including the estimated project cost for each project. During the term of this agreement, updates to the List of Transportation Infrastructure Projects may be made by the County. Updates can include changes in priority, changes in estimated cost, changes in month or year of starting or

Contract # CTIF 02 175

District # 18

Code Chart 64 # 50175

Project: Navarro County 2020 CTIF Award

completing construction, or adding or deleting projects. Any proposed new projects shall include the same information as was required for projects submitted as part of the application for a grant from the fund. Updated List of Transportation Infrastructure Projects or a statement of no material change to the previously submitted list shall be submitted to the State no less than semi-annually. Any update to the List of Transportation Infrastructure Projects requires written concurrence from the State to the County.

4. Project Sources, Uses of Funds, and Reimbursement.

- a. The State has authorized the total amount of grant award from the fund as shown in Attachment B, Amount of Grant Award and Funding Commitments, which is attached to this agreement. The expected cash contributions from the State, the County, or other parties are shown in Attachment B. The State will reimburse only for allowable project costs for this program in accordance with 43 TAC § 15.192. The County must be in compliance with the requirements of this agreement to receive reimbursement of project costs.
- b. The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, the State will reimburse the County.
- c. The County shall not commence construction of a funded transportation infrastructure project prior to receipt of written approval from the State in accordance with procedures defined by the State.
- d. If the County commences performance on a transportation infrastructure project but fails to complete the project, the State may seek reimbursement of all money received by the County for that individual transportation infrastructure project.
- e. For each transportation infrastructure project located on the State highway system, the County shall contribute to the State (from the amount awarded to the County from the fund and the County's matching funds) an amount equal to the allowable costs incurred by the State for that project, such as inspection of the project and any other indirect State costs.
- f. The County may submit in writing to the State a proposed amendment during the term of this agreement changing the order of projects on its List of Transportation Infrastructure Projects or identifying additional project(s) or extended limits on an approved project that contains all information required by rule for that project. If funds are available within the amount awarded to the County, the State may execute the proposed amendment allowing the County to use the available funds in the revised order, for the additional project(s), or for extended limits on an approved project in the County.
- g. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit

Contract # CTIF 02 175

District # 18

Code Chart 64 # 50175

Project: Navarro County 2020 CTIF Award

or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- **5. Project Responsibilities.** The County is responsible for all aspects of the work constituting this Project or projects appearing on the list provided by the County unless otherwise indicated in this agreement. In order to obtain reimbursement for eligible expenses from the State, the County shall certify to the State in accordance with procedures defined by the State that it has complied with all program requirements and applicable federal, state, and local laws and regulations.
- **6. Final Inspection**. The County shall perform final inspection and acceptance of each transportation infrastructure project when it is complete. The County shall send a copy of a document evidencing inspection and acceptance of the project to the State within thirty days after the inspection is completed.
- 7. Right of Way and Real Property Acquisition. The County shall comply with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601et seq.
- **8. Suspension**. If the State determines that the County has not been complying with 43, TAC, Part I, Chapter 15, Subchapter O, the State may prohibit the County from continuing with all projects on the List of Transportation Infrastructure Projects until the County complies.
- **9. Termination of this Agreement**. This agreement shall remain in effect until the transportation infrastructure projects identified in the most current List of Transportation Infrastructure Projects with concurrence from the State are completed and accepted by all parties, or:
 - a. the Agreement is terminated in writing with the mutual consent of the parties;
 - b. the Agreement is terminated because the County has breached the agreement for Failure to Comply, as stated in Paragraph 16; or
 - c. a period of five years has passed since the anniversary date of the grant award to the County.
- 10. Environmental Permitting and Regulatory Issues.
 - a. The County must comply with all applicable federal, state, and local environmental laws and regulations and permitting requirements.
 - b. The County is responsible for coordination and environmental clearance.
 - c. The County is responsible for identification and assessment of any environmental problems associated with the project(s) and for the cost of any environmental problem's mitigation and remediation.
 - d. The County is responsible for providing any required public meetings or public hearings for assessing and mitigating environmental issues.
 - e. The County shall provide the State with written certification by a qualified professional that all identified environmental problems have been remediated and that all required permits and clearances from appropriate regulatory agencies have been obtained.
- 11. Compliance with Texas Accessibility Standards and ADA. The County shall ensure that the plans for and the construction of the transportation infrastructure projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Texas Government Code, Chapter

Contract # CTIF 02 175 District # 18

Code Chart 64 # 50175

Project: Navarro County 2020 CTIF Award

469, Elimination of Architectural Barriers. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.). The County shall provide written certification to the State of compliance, or non-applicability, for each transportation infrastructure project.

- **12. Project Maintenance**. The County shall maintain any roadway on the County system constructed under this Agreement after completion of the proposed work.
- **13.** Historically Underutilized Business (HUB) Program Requirements. The County shall comply with all applicable requirements of the Comptroller of Public Accounts (CPA) Historically Underutilized Business (HUB) Program.
- **14. Grant Management Standards**. The County must comply with the Uniform Grant Management Standards promulgated by the Office of the Governor under 34 TAC Part 1, Chapter 20, Subchapter I Comptroller.

15. Certification.

Within sixty (60) days after the completion of a listed transportation infrastructure project, the County must submit a written certification to the State in accordance with procedures defined by the State that it has complied with the requirements for this grant awarded under 43 TAC, Part 1, Chapter 15, Subchapter O, including a certification that the project has been constructed in accordance with all applicable requirements, laws, rules and requirements. The Certification must describe the allowable costs for the project and the amount reimbursed from the fund.

16. Failure to Comply.

- a. If the State determines that the County has not complied with one or more material requirements of the grant rules, the State may prohibit the County from participating in the program.
- b. The prohibition from participating may continue until the State determines that the County has complied with all material requirement of the applicable rule.
- c. The State may remove the County's project or projects from participation in the program if the project(s) is not let or begun as force account work within three years of the execution of this agreement or within another reasonable period agreed to by the State and the County.
- d. Prior to exercising any remedies above or the remedy regarding reimbursement in 4.d., the State will provide a written notice to the County identifying the applicable requirement and specifying the failure to comply.
- e. The County may respond in writing to the State with a reasonable schedule for the County's timely compliance with the applicable requirement, or if compliance is not practical, with an alternative proposal that is acceptable to the State. Should the County fail to deliver an acceptable response to the State within thirty days after the date that the County received the notice, the State may proceed with the applicable remedies allowed by rule.
- 17. Amendments. An amendment to this agreement must be in writing and executed jointly by the State and the County.

Contract # <u>CTIF 02 175</u>
District # 18
Code Chart 64 # 50175
Project: Navarro County 2020 CTIF Award

- **18. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.
- **19. Notices.** All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to the party at the following addresses:

County:	State:
Navarro County	Texas Department of Transportation
Navarro County Judge	<u>Director – Contract Services</u>
300 W 3rd Ave., Suite 2	125 E. 11 th Street
Corsicana, Texas 75110	Austin, Texas 78701-2483

All notices shall be deemed given on the date delivered or deposited in the regular mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and the request shall be honored and carried out by the other party.

20. Legal Construction. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

21. Responsibilities of the Parties.

- a. The State and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- b. To the extent permitted by law, the County agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the County, its contractors, subcontractors, agents and employees, and from any claims or amounts arising or recovered under the Workers' Compensation Laws; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The parties expressly agree that this project is not a joint venture or enterprise. However, if a court should find that the parties are engaged in a joint venture or enterprise, then the County agrees to pay any liability adjudicated against the State for acts and deeds of the County, its employees or agents during the performance of this Project.

Contract # CTIF 02 175

District # 18

Code Chart 64 # 50175

Project: Navarro County 2020 CTIF Award

- d. The County shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees which may be incurred by the State in litigation or otherwise resisting any claim or liabilities which may be imposed on the State as a result of activities by the County, its agents, or employees.
- e. Should the County's transportation infrastructure project require the County or its contractor to perform any work on State right of way, the County, by contract, shall require each: (1) contractor and subcontractor it may hire to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms; and (2) contractor it may hire to indemnify and hold harmless the County and the State from all claims, liability, and damages resulting from the contractor's performance under a contract to do work.
- f. If at any time after the award of funding to the County for any approved infrastructure project the County receives other funding for the work or uses other County funding for the work, the County shall notify the State of that fact within 45 days after becoming aware of the new funding. The State may, in its discretion, reduce the amount of the grant award to the County by the amount received from the other source.
- **22. Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the County shall be made available to the State upon request by the State. The originals shall remain the property of the County.
- 23. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, permitting requirements, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the County shall furnish the State with satisfactory proof of this compliance.
- **24. Sole Agreement.** This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.
- 25. Retention of Records and Inspection. The County shall keep a complete and accurate record to document the performance of the work and to expedite any audit that might be conducted. The County shall maintain all books, documents, papers, accounting records and other documentation relating to costs. Records shall include, but not be limited to, diaries, materials received (invoices), test reports, manufacturer's certificates, warranties, change orders, and time extensions. The County shall make those materials available to the State or its duly authorized representatives for verification, review, and inspection at its office during the contract period and for seven years from the date the final payment is received by the County or until any impending litigation or claims are resolved.

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Contract # CTIF 02 175
District # 18
Code Chart 64 # 50175

Project: Navarro County 2020 CTIF Award

26. Signatory Warranty. Each signatory warrants that the signatory has the necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE COUNTY								
Signature/								
H. M. Davenport, County Judge								
Printed Name and Title								
August 10, 2020								
Date ⁰								
THE STATE OF TEXAS								
Signature								
Signature Kenneth Stewart								
Kenneth Stewart								
Kenneth Stewart Typed or Printed Name								

Date

1306

Contract # CTIF 02 175
District # 18
Code Chart 64 # 50175
Project: Navarro County 2020 CTIF Award

ATTACHMENT A

Resolution or Ordinance

Contract #CTIF 02 175
District # 18
Code Chart 64 # 50175
Project: Navarro County 2020 CTJF Award

ATTACHMENT B

Amount of Grant Award and Funding Commitments

County of:	 Navarro
Amount of Grant Funds Awarded by State:	\$ 179,267
Minimum amount of County Matching Funds*:	\$ 44,817

^{*} The State Share will be 90% for those counties determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 10% county matching funds. The State Share will be 80% for those counties not determined to be "economically disadvantaged" by Transportation Code 222.053. These counties will have a minimum of 20% matching funds.

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

TOTAL PAGES INCLUDING COVER SHEET__7__



NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 31, 2020

0.30%	\$17.50	\$87.43	011	\$0.00	S87 54	\$13.35	20.00	574 19	TOTAL
\$24,916.43	17 50	H7 43	11.0	0.00	87 54	13.35	000	74 19	CURRENT
									CITY OF HARRY
950F U	\$11,620.86	18 119,085	18 45	\$0.00	\$80,633.26	\$15,093.05	20 00	\$65,540 21	TOTAL
	3,013.51	19,548.06	0.83	0 00	19,548 89	5,880 60	0 00	13,668 29	DELINQUENT
\$10,650,191.54	8,607 35	61,066 75	1762	0 00	61,084 37	9,212.45	0.00	51,871 92	CURRENT
									CITY OF CORSICANA
0.83%	S528 93	\$3,752.66	0.00	\$0.00	\$3,752 66	\$547.32	\$0.00	\$3,205 34	TOTAL
	65 47	327 32	0.00	0 00	327 32	79 81	0 00	247 51	DELINQUENT
5354,40671	463 46	3 425 34	0.00	0 00	3,425 34	467 51	0 00	2,957 83	CURKENT
								TÖ videlisid riskiskivyatku riku pi valiskishid didamini	CITY OF KERENS
1 10%	2802 48	\$4,551.46	0.47	\$0.00	\$4.551 93	\$847 18	\$0.00	S3,704 75	TOTAL
	1255 14	1,277 88	0 00	0.00	1,277 88	411.13	0 00	866 75	DELINQUENT
\$257,770.00	re 215	3 273 58	0.47	0 00	3,274 05	436,05	0,00	2,838 00	CURRENT
									CITY OF RICE
0.71%	\$6,326.51	\$45,247 17	4 62	\$0.00	\$45 251 79	\$7,419.83	\$0.00	\$37,831 96	TOTAL
	1,147 46	6 624 63	0 16	0 00	6 624 79	1.950 ZB	0 00	4,674 51	DELINQUENT
81.680,013.19	5,179 05	38,622 54	4 46	0 00	38,627 00	5,469 55	00 0	33,157 45	CURRENT
									NAVARRO COLLEGE
0.69%	\$32,841.89	\$230,340.81	24 53	\$0 00	\$230,365 34	\$38,309 99	\$0.00	\$192,055.35	TOTAL
	5,787 18	32,502.11	18.0	000	32,502 95	9,660 58	0 00	22,842.37	DELINQUENT
\$24,510,611 05	27,054 71	197,838 70	23 69	0 00	197,862 39	28,649.41	0.80	169,212 98	CURRENT
								VING&CLEARING	NAVARRO CO REVOLVING&CLEARING
% CURRENT LEVY COLLECTED	NEMO ONLY ATTY FEES	NETTANES	RENDITION PENALTY CAD%	COLLECTION	SUBTOTAL	PENALTY &	DISCOUNT	TANES	DESCRIPTION

NAVARRO COUNTY, TEXAS
ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 31, 2020

DESCRIPTION	TANES	DISCOUNT	PENALTY &	SUBTOTAL	COLLECTION	RENDITION PENALTY CAD'S	NET TAKES	MEMIO ONLY	% CURRENT 1.EVY COLLECTED
CITY OF ENIHOUSE									
CURRENT	270 79	000	41 76	315 55	0.00	0 00	315 55	32 56	\$12,294,27
DELINQUENT	39.22	0 00	11 57	50 79	0 00	0.00	50 79	91 01	
TOTAL	5310 01	\$0.00	\$56.33	FC 9965	SO 00	0 00	\$360 34	SA2 72	2.20%
CITY OF RICHLAND									
CURRENT	479 62	0.00	86 34	565 96	0.00	0 00	565 96	113 20	FD FOF G25
DELINQUENT	52 13	0 00	1564	67 77	0.00	0 00	67 77	13.55	
TOTAL	\$531 75	\$0.00	86 1015	\$633 73	\$0.00	0.00	\$633 73	\$126.75	2.05%
CITY OF GOODLOW									
CURRENT	£6 55	0.00	952	65 45	0.00	0 00	65.45	K 97	54,648.56
DELINQUENT	49 92	0.00	1614	66,06	0 00	0 00	66 06	1321	
TOTAL	\$105.85	\$0.00	\$25 66	\$131.51	\$0.00	0.00	15 1618	\$22 18	1.20%
CITY OF FROST									
CURRENT	1,508 23	0 00	209 05	1,717 28	0 00	0 00	1,717 28	68 15	\$110,937.11
DELINQUENT	120 22	0 00	174 72	14 1465	0.00	0 00	594 94	118 99	
TOTAL.	\$1,928.45	\$0.00	5383 77	\$2,312.22	50 00	0 00	\$2,312,22	FI 2815	1.36%
CITY OF DAWSON									
CURRENT	2,241 99	0 00	367 84	2,609 83	0.00	0.00	2,609 83	407 41	\$115,296.03
DELINQUENT	91 30	0 00	55 31	19611	0 00	0.00	14961	29 92	
TOTAL	\$2,136 29	\$0.00	2423 15	\$2,759 44	50,00	0 00	\$2,759.44	\$437.33	3,876.1
CITY OF BLG GROVE									
CURRENT	921 83	0.00	137 37	1,059 20	0.00	0.00	1,059 20	13# 85	F 167 0r1S
DELINQUENT	335 74	0.00	45.66	434 98	0.00	0 00	86 1:01	X6 78	
TOTAL	\$1,257.57	\$0.00	\$236.61	81 t6t 18	S0 00	0.00	\$1,494 18	\$225 63	0.66%

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Prepared by AZOBERTBON on 08/03/2020 11:37:53
Havarro County Tax Office

NAVARRO COUNTY, TEXAS
ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 31, 2020

COLLECTION HENNITION HENNITON PEE CAD% NETTAXES MEMOONLY 1611-17 6-3-47 0.013 1.549-97 238.37 269-85 18.79 0.001 251.06 51-42 51.843.32 \$82.26 0.03 \$1.801.03 \$259.79 13.430.70 0.00 0.82 13.429-88 2.100-14 939-63 0.00 0.00 930 213.25 51.4370.33 \$0.00 0.02 93-63 213.25 51.4370.33 \$0.00 0.02 \$14.309.51 \$23.313.39 51.68-076.26 \$0.00 177 34.905.39 20.111-97 34.907.16 0.00 177 34.905.39 20.111-97 34.187-98 \$168-076.26 \$0.00 9.3 \$13.65.38 4.330.12 31.266.31 0.00 0.00 9.3 \$13.65.38 4.330.12 31.262.21 0.00 0.00 9.3 \$13.65.38 4.330.12 31.262.21 0.00 0.00 37.88 \$168.03.83.8 \$23.849.86 5168-076.25 \$0.00 0.00 37.88 \$168.03.83.8 \$23.849.86 5168-076.26 \$0.00 0.00 37.88 \$168.03.83.8 \$23.849.86 31.978-12 0.00 0.00 3.34.87.31 5.647.29 3.838-072.76 \$0.00 0.00 3.39.05.2 \$85.93		\$4,974.58	\$35,946.41	1 23	\$0.00	19 (16 555	\$5,911.71	50 00	\$30,035 93	TOTAL
PRION TAXES DISCOINT PRINAITY & SUPPOTAL COLLECTION PRINTING RENTITION NETTAXES MEMOONIX PRINTING PRINTING NETTAXES MEMOONIX PRINTING PRINTING NETTAXES MEMOONIX PRINTING PRINTING NETTAXES MEMOONIX PRINTING PRINTING NETTAXES MEMOONIX PRINTING NETTAXES		885 93	3,464 52	0.00	0110	3,969 52	1,431 99	0.00	2,537 53	DELINQUENT
PENALTY A PENA		1,088 65	31 976 89	1 23	0.00	31,978 12	1,479 72	0.00	27,198,40	CURRENT
PENALTY & PENA										RICE ISD
PENALTY & PENA		\$6,616.46	\$38,011.59	0.67	\$0.00	\$38,012.26	56,390 15	\$0.00	\$31,622.11	TOTAL
PENALTY PENA		969 17	3,824 28	0.00	0.00	3,814 28	1,297 30	0.00	2,526 98	DELINQUENT
	\$4,486.918.00	5,647 29	34,187 31	0.67	000	34,187 9R	5,092 85	0.00	29,095 13	CURRENT
PENALTY & PENA										KEXENS ISD
PENALTY & PENA		\$4,802.56	\$33,627.59	0.93	\$0.00	\$33,628.52	\$5,278 98	\$0.00	528,349 54	TOTAL
		472 44	7,362.21	0.00	0.00	2,362.21	680 22	0.00	1,681 99	DELINQUENT
PENALTY & PENALTY PEE PENA	\$2,522,448.87	4,330 12	31,265 38	0 93	0.00	31,266 31	4,598 76	0 00	26,667.55	CURRENT
										DAWSON ISD
		\$26,849.86	81 810 8915	37 88	\$0.00	\$168,076.26	\$32,970 21	\$0.00	\$135,106.05	TOTAL
PENALTY & PENALTY & PENALTY & PENALTY & PENALTY PENALT		6,737 89	34,905 39	1 77	0 00	34,907 16	10 180,11	0.00	23,823 15	DELINQUENT
PENALTY & COLLECTION PENALTY & COLLECTION PENALTY	\$26,141,996,54	20,111 97	133,132,99	36,11	000	133 169 10	21,486 20	0 00	111,282,90	CURRENT
FENALTY & FENALTY & FENALTY & COLLECTION RENDITION RETAXES COLL RENDITION RENDITION RENDITION RENDITION RETAXES COLL RENDITION RENDITION RETAXES RENDITION RETAX										CORSICANA ISD
#PTION TAXES DISCOUNT INTEREST SUBTOTAL COLLECTION PENALTY NETTAXES AIEMO ONLY LITTORY NETTAXES AIEMO ONLY LITTORY NETTAXES AIEMO ONLY LITTORY NETTAXES AIEMO ONLY LITTORY NETAXES AIEMO ONLY LITTORY NET		\$2,313.39	514,369 51	0 82	50 00	\$14,370 33	\$2,136.67	\$0.00	\$12,233 66	TOTAL
#PTION TAXES DISCOUNT INTEREST SUBTOTAL COLLECTION FENALTY RENALTY BY THE COLLECTION FENALTY BY THE COLLECTION FENALTY BY THE CADY BY THE		213 25	939 63	0 00	0 00	939 63	262.35	0 00	677 28	DELINQUENT
	97 10015125	2,100 H	13.429 R8	0 82	0.00	13,430 70	1,874,32	000	11,556.38	CURRENT
IPTION TAXES DISCOUNT PENALTY & SUBTOTAL PER CAD% PENALTY NETTAXES NIEMO ONLY									Đ	BLOONING GROVE IS
TION TAXES DISCOUNT INTEREST SUBTOTAL COLLECTION PENALTY NETTAXES MEMO ONLY ATTY FEES 1,38744 000 226 03 1,613 47 003 1,549 97 238 37 198 70 000 71 15 269 85 18 79 0 00 251 06 51 42		\$289 79	\$1,801.03	0.03	SB2 26	\$1,883.32	S297 18	\$0.00	\$1,586.14	TOTAL
TION TAXES DISCOUNT INTEREST SUBTOTAL FEE CAD% NUE ATTY FEES COUNTY EMERGENCY: 1,38744 000 22603 1.61347 6347 003 1.54997 23837		51.42	251 06	000	111 79	269 HS	71 15	0 00	198 70	DELINQUENT
ES DISCOUNT INTEREST SUBTOTAL FEE CAD% DUE ATTY FEES ATTY FEES		238 37	1,549 97	0.03	63 47	1,613.47	226 03	0.00	1.38744	CURRENT
TAXES DISCOUNT INTEREST SUBTOTAL FEE CAD% DUE ATTY FEES									MERGENCY	NAVARRO COUNTY E
	COLT 11 % CI	MEMO ONLY	NET TAXES	FENALTY CAD%	COLLECTION	SUBTOTAL	PENALTY &	DISCOUNT	TANES	DESCRIPTION

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Prepared by AROBERTSON on UB/D3/2020 11:37:52
HAVATTO County Tax Office

NAVARRO COUNTY, TEXAS ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 31, 2020

2	プーナープ				REVERSE PAYMENT NSF FEE	TAX CERTIFICATE	FUND	NAVABLE CONTROL CONTROL	MDG:	GRAND TOTAL: \$6:	TOTAL	DELINQUENT	CURRENT	RENDITION PENALTY	TOTAL 5	DELINQUENT	CURRENT	FROST ISD	TOTAL	DELINQUENT	CURRENT	NIILDRED ISD	DESCRIPTION
	10.00									\$635,469 05	\$0.00	0 00	0 00		\$15,124 73	1,812,33	13,312 40		\$72,529.17	(2,380,39)	74,909 56		TANES DIS
	a	6								\$0 00	\$0.00	0.00	000		\$0 00	0 00	0 00		50 00	0.00	0 00		DISCOUNT
					\$60.00	\$1,870.00		40 UV UFCS		\$132,360.38	\$0.00	0	0		\$3,434.54	1.046 01	2,348 53		\$12,482.72	71 28	12,411 44		PENALTY &
12-CI	11-CI	10-CI	8 - CIT	Y-NA	6-CII	1-RO	NA-E	Z-NA		COE	8	0 00	0.00		54	9	15		72	2	÷		1.S. A.
12 - CITY OF EMHOUSE	11 - CITY OF BARRY	10-CITY OF CORSICANA	8 - CITY OF KERENS	7 - NAV FLOOD CONTROL	6-CITY OF RICE	4 - ROAD AND BRIDGE	J - NAVARRO COLLEGE	2 - NAVAKRO CO KEVOL VING&CLEARING		\$767,829 43	\$0.00	0.00	0 00		\$18,559.27	2,898 34	15,660 93		58 110 S8S	(2,309 11)	87,321 00		SUBTOTAL
								ING&CLEARING		S82 26	\$0.00	0 00	0 00		30 00	0 00	0.00		00 00	0.00	0 00		COLLECTION
84 H5*	96 27*	96 90*	93 28**	96 59**	95 21%	06 534	136 48° a	96 53**	YR-TO-DATE C	\$0 00	(9) 14)	(3 60)	(95.54)		4 17	0 00	4 43		4 98	0.00	4 98		PENALTY CAP*
31 - CORSICANA ISD	30 - BLOOMING GROVE ISD	21 - HENDERSON COUNTY LEVEE	20 - NAVARRO COUNTY EMERGENCY	17 - CITY OF BLG GROVE	16-CITY OF DAWSON	15-CITY OF FROST	14 - CITY OF GOODLOW	13 - CITY OF RICHLAND	YR-TO-DATE ** CURRENT COLLECTED	\$767,747 17	£1 66S	3 60	05 54		S18,554 85	2,898 34	15,656.51		16 900 585	(2,309 11)	87,316 02		NET TANES DUE
	OSI	ITY LEVEE	YEMERGENCY	/E						\$113,582 02	S0 00	0 00	000		\$2,870.55	711 13	2,159 42		\$11.684.91	115 62	11,569 29		MEMO ONLY
97 ID**	95 77%	100 000	45 TIE-8	95 140	93 66%	90 32**	71 310.	90 845.							0.54%		01-51-65-75		1 22%		\$6,140,655,94		% CURRENT LEVY COLLECTED

DESCRIPTION

TANES

						DISCOUNT
36	35	34	ξζ	32		PENALTY &
36 - FROST ISD	35 - MILDRED ISD	34 - RICE ISD	J3 - KIERENS ISD	12 - DAWSON ISD		SI BTOTAL
						COLLECTION
96 22%	98 13**	93 10%	\$ 40° \$ 40°	95 02**	VR-TO-DATE C	RENDITION PENALTY CAD%
					YR-TO-DATE ** CURRENT COLLECTED	NETTANES
						MEMO ONLY

% CURRENT LEVY COLLECTED

NAVARRO COUNTY, TEXAS
ADVALOREM TANES COLLECTED DURING THE MONTH ENDING JULY 31, 2020

\$32,841.89	\$230,340 81	\$24 53	\$0.00	\$2,30,365,34	\$38,309 99	\$192,055.35	TOTAL
467 30	3,286 70	0 28	0 00	3,286 98	547 84	2,739 14	NAV FLOOD CONTROL
5,600.57	39,327.21	413	0.00	39,331 34	6,540 52	32,790 82	KOND AND BRIDGE
26,774 02	187,726 90	20 12	0 00	187,747 02	31,221 63	156,525 39	NAVARRO CO
\$5,787.18	\$32,502 1	\$0 8.4	\$0.00	\$32,502 95	\$9,660 58	\$22,842.37	TV10T
\$82.06	\$468 RO	\$0.01		\$468.81	\$139.38	\$329 43	NAV FLOOD CONTROL
\$983 60	\$5,595 08	\$0 15	\$0.00	\$5,595,23	\$1,651.57	\$3,943.66	ROAD AND BRIDGE
\$4,721 52	\$26,438 23	\$0.68	\$0.00	\$26,438.91	\$7,869 63	\$18,569 28	NAVARRO CO REVOLVING&CLEARING
							DELINQUENT TAXES
\$27,054 71	\$197,838 70	\$23.69	\$0.00	\$197,862.39	\$28,649.41	\$169,212.98	TOTAL
\$385 24	\$2,817 90	S0 27	\$0.00	\$2,818 17	91-801-2	\$2,409 71	NAV FLOOD CONTROL
\$4.616.97	\$33,732 13	\$3 9%	\$0.00	\$33,736	\$4,888.95	\$28,847 16	ROAD AND BRIDGI:
\$22,052 50	\$161,288.67	\$19.44	SO 00	\$161,308 11	\$23,352 00	\$137,956 11	NAVARRO CO REVOLVING&CLEARING
							CURRENT TANKS
MEMO ONLY ATTORNEY FEES	NET TANES DUE	RENDITION PENALTY CAD %	COLLECTION	TVLOLHAS	PENALTY & INTEREST	TANES	

American National Leasing Company

AMERICAN NATIONAL LEASING COMPANYAUG 07 2020 2732 Midwestern Parkway NAVARRO COUNTY AUDITOR'S OFFICE **GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C**

LESSOR:

RECEIVED

LESSEE:

300 W. 3rd Avenue STE 4 CORSICANA, TEXAS 75110

(903) 654 - 3094

VENDORS:

Waukesha-Pearce Industries, Inc.

28425 IH 45 S.

Buffalo, TEXAS 75831

(979) 567 - 1500

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
	4100000757	2016 GRADALL With Gradall Fixed Grapple With Gradall 60" Ditch Bucket	1	\$188,610.00
		TOTAL:		\$188,610.00
}		LESS DOWN PAYMENT:		(\$0.00)
		Document Fees:		\$65.00
		TOTAL CAPITALIZED COST:		\$188,675.00



GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C - NAVARRO COUNTY SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

2

No. of Years:

No. of Lease Payments:

Base Lease Payment:

\$49,597.00

For Business Use inside:

Navarro County

Sales Tax: **Property Tax:** EXEMPT **EXEMPT**

Total Payment: Lease End Date:

\$49,597.00 January 15, 2024

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

- 1.) LEASE: Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Leasee is not in default hereunder, or under any other Lease between the parties hereto, sald security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.
- 2.) COMPLETE AGREEMENT: This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.
- 3.) ACCEPTANCE; DELIVERY: Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or falls to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.
- 4.) MAINTENANCE: Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

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

in the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per

6.) LEASE TERM: This Lease shall have a lerm commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C - NAVARRO COUNTY

7.) OWNERSHIP; RETURN; PERSONAL PROPERTY: Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessor as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fall to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

- 8.) PURCHASE OPTION: If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irravocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.
- 9.) ASSIGNMENT: Removed per agreement between the County and American National Leasing.
- 10.) LOSS; DAMAGE; INSURANCE: As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby authorizes Lessor to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.

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

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

6I513/202DOC

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C - NAVARRO COUNTY

- (a) Events of Default. In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.
- (b) Remedies. If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:
 - Lessee shall return the Equipment to Lessor as provided in Section 7.
 - (ii) Lessor may relain all Lease payments previously paid by Lessee.
 - (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
 - (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.
- (c) <u>Late Charges</u>. Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if
- (d) Expense of Enforcement. Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.
- 13.) NON-WAIVER: The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.
- 14.) SPECIAL PROVISIONS: FISCAL FUNDING: The Lessee warrants that is has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lesse payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lesse in order to purchase, rent or lesse property performing functions similar to those performed by the Lessee.
- 15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be tilegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C - NAVARRO COUNTY

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C - NAVARRO COUNTY

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

Date of Acceptance: August 10, 2020

Lessor: American National Leasing Company

By: ____

Billy Hughes

Vice President of Leasing

Lessee(s): NAVARRO COUNTY

300 W 3^{no} Avenue Ste. 4 Corsicana, TX 75110

Federal Tax ID #:75-6001092

Ву:

H.M. Davenport Jr.

County Judge - Navarro County

LESSEE'S ACCEPTANCE

TO VENDOR (Waukesha-Pearce Industries, Inc.) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT. LESSEE SHOULD NOT SIGN THIS FORM UNTIL LESSEE HAS RECEIVED THE EQUIPMENT AND INSPECTED THE SAME.

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

Lessee(s): NAVARRO COUNTY

300 W 3^{to} Avenue Ste. 4 Corsicana, TX 75110

Federal Tax ID #:75-6001092

Date of Acceptance: August 10, 2020

By: (Louis By: H.M. Davenport Jr.)

County Judge - Navarro County

6I5130202 DOC

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C - NAVARRO COUNTY Exhibit A

7

Lease payments

Payment Date	Lease Payment
08/10/2020	\$0.00
01/15/2021	\$49,597.00
01/15/2022	\$49,597.00
01/15/2023	\$49,597.00
01/15/2024	\$49,597.00



1322

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 49124C - NAVARRO COUNTY Exhibit A

8

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

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

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

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



(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations ► Under Internal Revenue Code section 149(e) ► See separate Instructions.

OMB No. 1545-0720

	ent of the Treasury Revenue Service		Caution: If the issue p		eta instructions. Ider \$100,000, us	:e Form 8038	-GC.				
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Form 80	138-G (Re	ev. 9-2011)	_						Page 2
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1322 C

TAX AND GENERAL CERTIFICATE

This certificate is given in regard to Lease Purchase Agreement Number 49124C (the "Lease") between American National Leasing Company ("ANLC") and NAVARRO COUNTY (the "Governmental Entity"). The Lease payments in the Agreement contain both a principal component (for repayment to American National for the principal amount it financed) and an interest component (as interest to ANLC for making the financing available). The interest component is priced at a tax exempt interest rate.

The Governmental Entity hereby states for the benefit of ANLC as follows:

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

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General Provisions

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

Signed as of this 10TH day of August, 2020.

NAVARRO COUNTY

Ву:

County Judge H.M. Davenport Jr.

WORKSHEET FOR LEASE-PURCHASE EQUIPMENT LEASE

FILE: EquipQuote

LESSEE: NAVARRo County

Date: 6/23/2020

LEASE NO: ANLC #49124C ACCEPTANCE DATE:

Tax ID#

American National Leasing Co. QUOTED BY.

CONTACT: Eddie BUSINESS PHONE:

EQUIPMENT:

SOURCE: (4) Four Yr. Lease/Purchase

2016 GradeAli	\$188,610.00
Senal # 4100000757	\$0.00
	\$0.00
Trade in -	\$0.00
Serial #	\$0.00
ANLC Payoff	\$0.00
FREIGHT/HANDLING	\$0.00
TOTAL PURCHASE PRICE	\$188,510.00
Down Payment	\$0.00
UCC-1 Filing Fee	\$65.00
Trade Allowance	\$0.00
Net Capitalized Cost	\$188,675.00

<u>Date</u> 08/10/20 01/15/21 01/15/22 01/15/23	Lease Payment 0.00 49,597.00 49,597.00 49,597.00	Days Accrual 0 158 365 365	0.00 2,164.33 3,742.92 2,527.79	Principal 0.00 47,432.67 45,854.08 47,069.21	Note Balance 188,675.00 141,242.33 95,388.26 48,319.05
01/15/24	49,597.00	365	1,280.45	48,316.55	2.50
Net Capitalized Cost Interest Rate Residual Value Rounding Adjustment Adjusted Res. Value	188,675.00 2.6500% \$2.50 (1.50) \$1.00	1253	\$9,715 50		

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

S	ΓA	TI	E O	F 1	E)	۲A	S §
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COUNTY OF NAVARRO §
KNOW ALL MEN BY THESE PRESENTS:
MEN WATER Supply Carp., Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows: 1. MEN WATER Supply , desires to construct and maintain a water pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s)
The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the
county road. II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the Owner hereby warrants, agrees and covenants that any crossing shall be constructed as follows: All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks.
Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than _3/_ feet underneath the lowest part of the County's bar ditches and/or road surfaces. Type of Pipeline: WATED DISTRIBUTION LINE.
ROAD CROSSING The transport route (beginning and end): SEE Attachments "B"+"C

(A detailed construction plan must be submitted with application)

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The Owner shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the County. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the Owner shall, at the County's request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

- Line) adjacent to or across the County's roads, the Owner warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the Owner and the Owner warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.
- IV. The County and Owner hereby covenant and agree that for each violation of this License agreement, Owner shall pay to the County liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. Owner, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. Owner shall also, at its own expense, carry worker's compensation insurance as required by law.

Owner, its successors and assigns agree to release, defend, indemnify, and hold VI. harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of Owner's agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "Hazardous Materials" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "Remedial Work" is defined as any site investigation or monitoring, any cleanup. containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("action"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("law"). Owner agrees, for the benefit of the County and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by Owner (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with Owner's (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by Owner (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by Owner under the supervision of an engineer selected by Owner. All costs and expenses of Remedial Work resulting from Owner's (including its drillers' and other contactors') operations shall be paid by Owner. including, without limitation, the charges of such contractors and/or the consulting engineer and the County's reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If Owner shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, the County may (but shall not be required to), after first giving Owner thirty (30) days notice of its failure and Owner's continued failure to perform, cause such Remedial Work to be performed and Owner will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate The County or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. Owner will notify the County and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide the County and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by Owner pursuant to any law and (2) any report of and response to any such release including all Remedial Work. Owner, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of Owner and Owner's agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by the County. surface owner, or any third party in response to any federal, state or governmental authority, laws or regulations, due and payable upon demand by the County or adjacent surface owner.

Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

IX. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 10 day of August . 2020

OWNER

By: Venne Donolu Dennis Oouto, its MBR

Commissioner PCT 3

Company Name: MEN WATER Surly COLD.

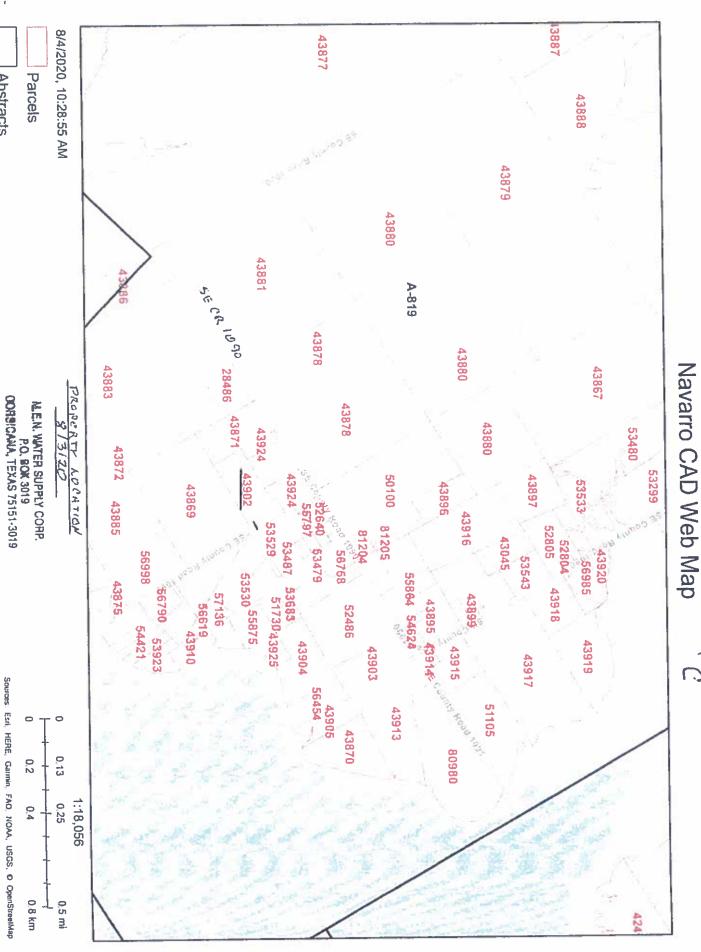
Address: POBON 3019 COLLAND TE 7515

Phone Number: 903 874-433

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Declariner. This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes, it does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



The designer. This acaduct is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries. Navarro County Appraisal District, BIS Consulting - www.bisconsulting.com

Sources. Esti, HERE, Garmin, FAO, NOAA, USGS, O OpenStreetMap

Abstracts

AW1-1 Prescribed by Secretary of State Sections 3.004, 3.006, 85.004 **Texas Election Code** 3/07

45

ORDER OF GENERAL ELECTION (ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 3, 2020, in Navarro County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution: (Por la presente se ordena que se lleve a cabo una elección el día 3 de noviembre, 2020, en el Condado de Navarro, Texas, con el propósito de elegir las siguientes oficiales del condado y del precinto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas:)

District Judge, 13th Judicial District (Juez del Distrito, Distrito Judicial Núm. 13) Criminal District Attorney (Procurador, Criminal del Distrito) Judge, County Court at Law (Juez, Corte de Ley del Condado) Sheriff (Alguacil) County Tax Assessor-Collector (Asessor-Colector de Impuestos del Condado) County Commissioner, Precinct No. 1 (Comisionado del Condado, Precinto Núm. 1) County Commissioner, Precinct No. 3 (Comisionado del Condado, Precinto Núm. 3) Constable, Precinct No. 1 (Condestable, Precinto Núm. 1) Constable, Precinct No. 2 (Condestable, Precinto Núm. 2) Constable, Precinct No. 3 (Condestable, Precinto Núm. 3) Constable, Precinct No. 4 (Condestable, Precinto Num. 4)

Early voting by personal appearance will be conducted each weekday at: (La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Navarro County Courthouse Annex, 601 N 13th Street, Corsicana TX 75110

The following dates and hours (En estas fechas y horas)

Tuesday-Friday (martes - viernes) October 13-16: 8:00 am - 6:00 pm Saturday (sabado) October 17: 9:00 am - 1:00 pm Monday-Friday (lunes - viernes) October 19-23: 8:00 am - 6:00 pm Saturday (sábado) October 24: 9:00 am - 1:00 pm Sunday (domingo) October 25: 1:00 - 5:00pm Monday-Friday (lunes - viernes) October 26-30: 7:30 am - 7:30 pm

Applications for ballots by mail shall be mailed to: (Las solicitudes para boletas que se votaran adelantada por correo deberán enviarse a:)

Navarro County Elections Office P.O. Box 1018 Corsicana, TX 75151

Applications for ballots by mail must be received no later than the close of business on: October 23, 2020 (Las solicitudes para boletas que se votaran adelantada por correo deberán recibirse no más tardar de las horas de negocio el: 23 de octubre de 2020)

Federal postcard applications must be received no later than the close of business on: October 23, 2020 (La tarjeta Federal de solicitud deberán recibirse no más tardar de las horas de negocio el: 23 de octubre de 2020)

Issued this the 10th day of August, 2020. (Emitada este dia 10 de agosto, 2020)

Signature of County Judge (Firma del Mez del Condado)

November 3, 2020 General Election Order of Early Voting Location, Days, and Hours

Location

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

Days and Hours

Tuesday-Friday, October 13-16: 8:00 am to 6:00 pm

Saturday, October 17: 9:00 am to 1:00 pm

Sunday, October 18: Closed

Monday-Friday, October 19-23: 8:00 am to 6:00 pm

Saturday, October 24: 9:00 am to 1:00 pm

Sunday, October 25: 1:00-5:00pm

Monday-Friday, October 26-30: 7:30 am to 7:30 pm

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Dan Teed, Navarro County Early Voting Clerk

Democratic Supplemental List of Judges

	Polling Place	Currently Appointed	Currently Serving, not yet appointed/needs appointed	Phone Number
ı	Early Voting Ballot Board	Election law does not provide	for an alternate	
Ī	Central Counting Station	Linda Mertz, Alternate		903-229-0095
Ī	Annex	John Avila, Alternate		214-703-0223
Ī	YMCA	Dianna Robinson, Alternate		903-654-8348
Ī	Westside Baptist		Rosie Travenia, Alternate	903-641-2036
Ī	Cook Center	Barbara Curry White, Alternate		903-467-8041
Ì	Fannie Mae		Teresa Clower, Alternate	469-506-6960
	LDS Church	Penny Liggins, Alternate		903-654-7732
ı	MLK Center		Vivian Jackson, Presiding	214-403-3440
- 1	Bears Den	Deborah Collins, Presiding		903-851-9522
	Rice	Elbert Turner, Alternate		903-654-1822
Ī	Chatfield	Theresa Womack, Alternate		903-229-8537
4	Kerens	Kuth Washington	Alternate to be selected	
^	Mildred	Rosellan Richards, Alternate		903-875-4374
ľ	Eureka	Peggy Thomas, Alternate		903-654-0526
- 1	Richland	Rosemary Parmley, Alternate		903-365-9940
ı	Winkler		Alternate to be selected	
Ī	Dawson		Bobby Curry, Alternate	903-654-8092
Ì	Blooming Grove		Seri Nolan, Alternate	903-493-3114
İ	Frost	David Taylor, Alternate		903-879-2900
ı	Pursley		Pat Bundy, Alternate	972-351-3469
1	Silver City		Kara Thomas, Alternate	903-229-2346

Republican Supplemental List of Judges

Polling Place	Currently Appointed	To be Appointed	Phone Number
Annex	Vacant	Raymond Bland, Sr., Presiding	903-874-6320
YMCA	Sharon Bland, Presiding		903-874-6320
Westside Baptist	Janice Barlow, Presiding		909-214-7779
Cook Center	Steve Jessup, Presiding		903-872-6949
Fannie Mae	Thomas Miles, Presiding		214-709-2944
LDS Church	Deborah Wright, Presiding		903-654-2563
MLK Center	Danny Cyrus, Alternate		903-493-0258
Bears Den	Priscilla Wadley, Alternate		903-589-9335
Rice	Gale Greeson, Presiding		214-799-9244
Chatfield		Rene Woods, Presiding	214-543-3264
Kerens	Rita West, Presiding		903-875-9516
Mildred	Victoria Bailey, Presiding		214-995-2319
Eureka	Teri Bates, Presiding		972-515-1857
Richland	Barbara Wilson, Presiding		903-362-4543
Winkler	Pat Metcalf, Presiding		903-599-3085
Dawson		Dawn Mighaccio, Presiding	661-444-9872
Blooming Grove	Nancy Blankenship, Presiding		214-802-8831
Frost	Dorothea Barnes, Presiding		512-751-4187
Pursley	Debbie Bigler, Presiding		972-746-5774
Silver City	Mary Wade, Presiding		254-578-3260

1335 22

Central Counting Station Personnel

Central Counting Station Manager: Allie Thomas

Central Counting Station Assistant Manager: Dan Teed

Tabulation Supervisor: Ray Bland Jr.

Assistant Tabulation Supervisor: Teresa "Terri" Smith