## NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 9<sup>th</sup>, day of November 2020 at 10:00 a.m., in the Commissioners Courtroom of the Navarro County Courthouse 300 W. 3<sup>rd</sup> Ave., in Corsicana, Texas., Presiding Judge HM Davenport, Jr., Commissioners present Eddie Perry, Eddie Moore, and James Olsen.

- 1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Moore Carried unanimously
- 2. Opening Prayer Judge Davenport
- 3. Pledge of Allegiance
- 4. <u>Public Comments</u>-No Comments

### Consent Agenda

Motion to approve consent agenda items 5-14 by Comm. Perry sec by Comm. Grant Carried unanimously

- 5. Approve and pay bills as submitted by the County Auditor, including Current bills, (paid 11/09/2020)

  TO WIT ITEM #5
- 6. Consideration of approving to pay bills for PCT. 1 without Purchase Orders on November 9, 2020 TO WIT ITEM #6
- 7. Consideration of approving to pay bills for PCT. 2 without Purchase Orders on November 9, 2020

  TO WIT ITEM #7
- 8. Consideration of approving to pay bills for Elections without Purchase Orders on November 9, 2020

  TO WIT ITEM #8
- 9. Consideration of approving to pay bills for Jail without Purchase Orders on November 9, 2020 TO WIT ITEM #9
- 10. Consideration of approving the minutes from the October 8, 2020 Planning and Zoning meeting

  TO WIT ITEM #10
- 11. Consideration of approving a final re-plat of Arrowhead, Phase 1, Lot 15-R for Robert & Susan Jenevein

- Consideration of approving a final re-plat of The Shores, Phase VIII, Lot 526-R for Jens Meilke & Thomas Marrow
- Consideration of approving a final re-plat of The Shores, Phase II, Lot 315-R for Taylor & Paige Kelly
- Consideration of approving a final re-plat of The Shores, Phase IV, 375-R for Michael & Clarissa Waller

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 5-10

# Regular Agenda

- 15. No action taken on Burn Ban-remains off
- 16. Motion of approving the Resolution for Tax Abatement between Navarro County and Armadillo Solar Center LLC. by Comm. Moore sec by Comm. Perry Carried 4 votes to 1 nay
  TO WIT ITEM #16
- 17. Motion of approving of declaring 1 Shredder as Salvage for Auditors by Comm.

  Grant sec by Comm. Olsen

  Carried unanimously

  TO WIT ITEM # 17
- 18. No action taken of approving for a Zoning District change on Lot 19, Fowlers Point, from Private Park & Boat Ramp to Residential Waterfront for Pride Through Excellence Education, INC.
- 19. Motion approving a Zoning District change from Agricultural to Industrial for Armadillo Solar Center, LLC. Parcel ID No. 42389by Comm. Moore sec by Comm. Perry Carried unanimously
  TO WIT ITEM # 19
- 20. Motion of approving Zoning District change from Agricultural to Commercial for Warren & Kelly Walker Parcel ID No. 44934 by Comm. Perry sec by Comm. Moore Carried unanimously
  <u>TO WIT ITEM #20</u>

- 21. Motion to approve a Specific Use Permit to create a Tiny Home "Park Model" Resort for the placement of 13 Cabins Leasing Office & 1 Storage Building for Warren & Kelly Walker Parcel ID No. 44934 by Comm. Perry sec by Comm. Grant

  TO WIT ITEM # 21
- 22. Motion approving an Interlocal Agreement between the City of Emhouse and Navarro County under the provision of the Interlocal Cooperation Act, Texas Government Code, Chapter 791, for the regulation of subdivisions within the Extraterritorial Jurisdiction of the City of Emhouse contingent upon review by the District Attorney's office by Comm. Grant sec by Comm. Olsen Carried unanimously
- 23. Motion of approving Tax Collection Report for October 2020, Mike Dowd by Comm. Olsen sec by Comm. Moore

  Carried unanimously

  TO WIT ITEM #23
- 24. Motion to declaring the listed Navarro County Sheriff's Vehicle as surplus (see attached list) by Comm. Perry sec by Comm. Moore Carried unanimously
  TO WIT ITEM #24
- 25. Motion to approve approving 2020-2021 Interlocal Agreement with Rice ISD for Transport of Mental, and Juvenile Detainees by Comm. Grant sec by Comm. Perry
  Carried unanimously
  TO WIT ITEM #25
- 26. Motion to 2020-2021 Interlocal Agreement with Blooming Grove ISD for Transport of Mental, and Juvenile Detainees by Comm. Olsen sec by Comm. Moore

  Carried unanimously

  TO WIT ITEM #26
- 27. Motion of approving Winkler Water Supply Corporation to Cross SE CR 2359, Pct. 3 by Comm. Moore sec by Comm. Grant Carried unanimously
  TO WIT ITEM # 27
- 28. Motion of approving to amend the Equal Employment Opportunity and Harassment sections of the Navarro County Personnel Manual to be in compliance with the US Supreme Court ruling in regards to Title VII of the Civil Rights Act of 1964 by Comm. Grant sec by Comm. Perry Carried unanimously
- 29. Motion of approving an amended contract with Tyler Technologies (County Clerk) for 2 pen pads by Comm. Olsen sec. by Comm. Moore Carried unanimously

  TO WIT ITEM # 29

- 30. 10:43 Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.076 to discuss Security by Comm. Moore sec by Comm. Perry Carried unanimously
  - 11:29 A.M. Motion to come out of Executive Session Pursuant to the Texas Government Code Section 551.076 to discuss Security by Comm. Olsen sec by Comm. Moore
    Carried unanimously
- 31. Motion on action taken on Executive Session Pursuant to the Texas Government Code 551.076 to discuss Security to approve the proposal with TSM for providing Security against ransom ware encrypting of Sheriff Department data as a result of an attack by Judge Davenport sec by Comm. Olsen Carried unanimously
- 32. Motion to adjourn by Comm. Grant sec by Comm. Perry

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 November 9<sup>th</sup>, 2020.

Signed 9th day of November 2020.

Sherry Down, County Clerk

# GENERAL FUND

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4,025.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KEATHLEY LAW OFFICE,
491.25	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KEATHLEY LAW OFFICE,
591.25	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KEATHLEY LAW OFFICE,
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262.50	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KATHLEEN HODGE CAMER
137.50	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-430-411	KATHLEEN HODGE CAMER
137.50	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-430-411	KATHLEEN HODGE CAMER
137.50	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-430-411	KATHLEEN HODGE CAMER
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100.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-425-411	KATHLEEN HODGE CAMER
725.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KATHLEEN HODGE CAMER
3.00	11/9/2020	11/3/2020	OTHER LITIGATION	2 2021 101-435-485	KATHLEEN HODGE CAMER
100.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-425-411	KATHLEEN HODGE CAMER
200.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-425-411	KATHLEEN HODGE CAMER
100.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-425-411	KATHLEEN HODGE CAMER
200.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KATHLEEN HODGE CAMER
100.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KATHLEEN HODGE CAMER
400.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-435-411	KATHLEEN HODGE CAMER
50.00	11/9/2020	11/3/2020	COURT APPOINTED	2 2021 101-425-411	KATHLEEN HODGE CAMER

PHICIP R TAPT PITNEY BOWES INC PNP, LLC	PARSONS COMMERCIAL R	OSS ACADEMY	OSS ACADEMY	NAVARRO COUNTY HEALT	NAVARRO COUNTY ELECT	NAVARRO CO TAX ASSES	MEN WATER SUPPLY COR	MEDICAL SURGICAL & C	LISA A EASLEY	LEXIS NEXIS - DALLAS	LESLIE KIRK CSR	LESLIE KIRK CSR	LENOVO FINANCIAL SER	LAW OFFICE OF SHANA	LAW OFFICE OF SHANA	LAW OFFICE OF SHANA	LAW OFFICE OF DANIEL	LASER PRINTERS & MAI	KEATHLEY LAW OFFICE,										
2 2021 101-430-470 2 2021 101-406-313 2 2021 101-430-411	2 2021 101-410-445	2 2021 101-560-428 2 2021 101-560-428	2 2021 101-561-428	2 2021 101-560-494	2 2021 101-512-435	2 2021 101-512-435	2 2021 101-512-430	2 2021 101-402-430	2 2021 101-402-430	2 2021 101-402-430	2 2021 101-560-445	2 2021 101-402-430	2 2021 101-572-411	2 2021 101-430-412	2 2021 101-475-419	2 2021 101-435-412	2 2021 101-435-412	2 2021 101-495-459	2 2021 101-435-490	2 2021 101-430-411	2 2021 101-430-485	2 2021 101-435-411	2 2021 101-406-311	2 2021 101-425-411	2 2021 101-425-411	2 2021 101-425-411	2 2021 101-425-411	2 2021 101-425-411	2 2021 101-425-411
MEDICAL EXAMINAT POSTAGE MAINTENA COURT APPOINTED	REPAIRS & MAINTE	TRAVEL/CONFERENC	TRAVEL/CONFERENC	EMPLOYEE PHYSICA	UTILITIES	UTILITIES	UTILITIES - FARN	UTILITIES - PARK	UTILITIES - PARK	UTILITIES - PARK	<b>REPAIRS &amp; MAINT</b>	UTILITIES - PARK	NON-RESIDENTIAL	TRANSCRIPTS	DUES & SUBSCRIPT	TRANSCRIPTS	TRANSCRIPTS	MAINT CONTRACT -	MENTAL / AD LITE	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	POSTAGE	COURT APPOINTED					
11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020		11/5/2020 11/9/2020	_	_		_	11/5/2020 11/9/2020	_	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/2/2020 11/9/2020	_	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020		_	11/2/2020 11/9/2020	_	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020
1,575.00 230.00 528.34	312204 800.00			312273 850.00	37.00	33.00	139.00	9.89	9.89	9.89	7.50	29.00	32.00	20.00	1,153.00	126.00	405.00	658.11	2,008.50	1,023.50	4.00	400.00	7,550.26	50.00	50.00	100.00	50.00	100.00	200.00

STAPLES, INC STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STACEY S MARTIN	SOUTHERN TIRE MART,	SOUTHERN HEALTH PART	SIRCHIE FINGER PRINT	SHERRY DOWD	SHERIFF, PETTY CASH	SHERIFF, PETTY CASH	REPUBLIC SERVICES #0	REPUBLIC SERVICES #0	POLYGRAPH SERVICES &	POLYGRAPH SERVICES &	PNP, LLC	PNP, LLC	PNP, LLC						
2 2021 101-409-310 2 2021 101-406-312	2 2021 101-406-312	2 2021 101-406-312	2 2021 101-403-310	2 2021 101-403-310	2 2021 101-403-310	2 2021 101-403-310	2 2021 101-421-310	2 2021 101-421-310	2 2021 101-409-310	2 2021 101-409-310	2 2021 101-402-310	2 2021 101-425-411	2 2021 101-425-411	2 2021 101-430-411	2 2021 101-430-485	2 2021 101-435-411	2 2021 101-435-411	2 2021 101-435-485	2 2021 101-560-325	2 2021 101-512-460	2 2021 101-560-495	2 2021 101-403-428	2 2021 101-512-321	2 2021 101-512-428	2 2021 101-410-430	2 2021 101-411-430	2 2021 101-430-475	2 2021 101-435-475	2 2021 101-430-411	2 2021 101-430-411	2 2021 101-430-411
OFFICE SUPPLIES COPY & POSTAGE S	COPY & POSTAGE S OFFICE SUPPLIES	COPY & POSTAGE S	OFFICE SUPPLIES	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	COURT APPOINTED	OTHER LITIGATION	TIRES	INMATE MEDICAL -	MISCELLANEOUS	TRAVEL/CONFERENC	MAINTENANCE SUPP	SCHOOLS & TRAINI	UTILITIES	UTILITIES	INVESTIGATORS	INVESTIGATORS	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED								
	11/4/2020 11/9/2020 11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020
312231	312249 312248	312249	312250	312250	312250	312250	312232	312232	312191	312191	312188								312320		311826										
28.88 221.52	123.60 10 <b>4</b> .80	110.76	74.08	91.44	22.69	9.13	34.95	25.07	14.10	28.82	47.43	50.00	100.00	925.00	3.00	525.00	625.00	13.00	1,984.00	29,521.47	30.60	68.31	8.61	14.00	503.34	230.78	1,002.92	972.00	555.00	328.33	428.33

STAPLES, INC		STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC					
2 2021 101-436-310	2 2021 101-436-310	2 2021 101-436-310	2 2021 101-436-310	2 2021 101-440-310	2 2021 101-630-474	2 2021 101-440-310	2 2021 101-440-310	2 2021 101-407-320	2 2021 101-407-320	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-512-310	2 2021 101-459-310	2 2021 101-459-310	2 2021 101-459-310	2 2021 101-459-310	2 2021 101-457-310	2 2021 101-457-310	2 2021 101-457-310	2 2021 101-457-310	2 2021 101-457-310
SUPPLIES	SUPPLIES	SUPPLIES	SUPPLIES	OFFICE SUPPLIES	MEDICAL SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OPERATING EQUIPM	OPERATING EQUIPM	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES
11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	<u> </u>	11/4/2020 11/9/2020	11/4/2020 11/9/2020	<u> </u>	<u>-</u>	11/4/2020 11/9/2020	ш	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	Н	11/4/2020 11/9/2020	11/4/2020 11/9/2020	-	ш	$\vdash$	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020
312135	312135	312135	312135	312134	312134	312134	312134	312296	312296	312161	312161	312161	312161	312161	312161	312161	312161	312161	312161	312161	312161	312161	312161	312161	312247	312247	312247	312247	312190	312190	312190	312230	312230
63.96	25.96	3.33	7.64	27.13	51.38	16.96	7.54	149.99	271.96	(34.48)	(75.96)	(35.62)	(31.03)	(23.92)	34.48	75.96	35.62	31.03	23.92	70.76	284.85	118.99	85.23	34.48	17.18	2.98	53.06	33.98	4.22	71.97	10.91	14.56	25.39

THE BEAUCHAMP FIRM THE BEAUCHAMP FIRM THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	TEXAS FIRE ALARM INC	TEXAS ASSOC OF HOSTA	TEXAS ASSOC OF HOSTA	TEXAS ASSOC OF HOSTA	TEXAS ASSOC OF HOSTA	TEXAS ASSOC OF COUNT	TEAM SOLUTIONS	SUSAN A WALDRIP COUR	SUSAN A WALDRIP COUR	STARA ROEMER HENDERS	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC	STAPLES, INC						
2 2021 101-425-490 2 2021 101-425-490 2 2021 101-425-490	2 2021 101-425-490 2 2021 101-425-490 2 2021 101-425-490	2 2021 101-425-490	2 2021 101-425-490 2 2021 101-425-490	2 2021 101-425-490	2 2021 101-410-455	2 2021 101-560-419	2 2021 101-560-419	2 2021 101-560-419	2 2021 101-560-419	2 2021 101-406-417	2 2021 101-406-417	2 2021 101-406-417	2 2021 101-401-428	2 2021 101-401-428	2 2021 101-401-428	2 2021 101-425-428	2 2021 101-512-445	2 2021 101-435-412	2 2021 101-425-412	2 2021 101-430-411	2 2021 101-560-310	2 2021 101-560-310	2 2021 101-499-310	2 2021 101-499-310	2 2021 101-403-310	2 2021 101-403-310	2 2021 101-430-310
MENTAL / AD LITE MENTAL / AD LITE MENTAL / AD LITE	MENTAL / AD LITE MENTAL / AD LITE	MENTAL / AD LITE	MENTAL / AD LITE	MENTAL / AD LITE	MAINT CONTRACT	DUES & SUBSCRIPT	DUES & SUBSCRIPT	<b>DUES &amp; SUBSCRIPT</b>	DUES & SUBSCRIPT	INSURANCE	INSURANCE	INSURANCE	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	<b>REPAIRS &amp; MAINTE</b>	TRANSCRIPTS	COURT REPORTER	COURT APPOINTED	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES	OFFICE SUPPLIES
11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020	11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020	1 11 1	11/3/2020 11/9/2020 11/3/2020 11/9/2020		11/3/2020 11/9/2020	11	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/2/2020 11/9/2020	11	11	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/5/2020 11/9/2020	11	H	11/3/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	1	11/4/2020 11/9/2020	11/4/2020 11/9/2020
					3123/3	312373	312373	312373	312373												312246	312246	312229	312229	312267	312267	312295
100.00 100.00 100.00	100.00	100.00	100.00	100.00	40.00	40.00	40.00	40.00	40.00	13,088.00	26,670.00	22,978.00	225.00	225.00	225.00	100.00	300.00	1,125.70	495.00	200.00	24.10	39.58	275.82	106.37	335.58	103.53	178.44

ULINE	CLINE	CLINE	ULINE	TROPHIES UNLIMITED L	TROPHIES UNLIMITED L	TROPHIES UNLIMITED L	TOMAS ECHARTEA	TOMAS ECHARTEA	TOMAS ECHARTEA	THE BULOT COMPANY LL	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM	THE BEAUCHAMP FIRM											
2 2021 101-512-320	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-512-330	2 2021 101-560-426	2 2021 101-560-321	2 2021 101-560-426	2 2021 101-435-410	2 2021 101-435-410	2 2021 101-435-410	2 2021 101-560-428	2 2021 101-425-411	2 2021 101-430-411	2 2021 101-430-485	2 2021 101-425-490	2 2021 101-425-490	2 2021 101-425-490	2 2021 101-425-490	2 2021 101-425-490	2 2021 101-425-490	2 2021 101-425-490	2 2021 101-425-490
		_	Ī			_		_	_							•						_								_		
OPERATING EQUIPM	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	JANITORIAL SUPPL	UNIFORMS	OPERATING SUPPLI	UNIFORMS	INTERPRETER	INTERPRETER	INTERPRETER	TRAVEL/CONFERENC	COURT APPOINTED	COURT APPOINTED	OTHER LITIGATION	MENTAL / AD LITE							
11/5/2020 11/9/2020	_	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	_	_	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020
312278	312330	312330	312330	312305	312305	312305	312305	312305	312305	312305	312305	312305	312305	312305	312047	312047	312047															
1,198.00	118.73	114.00	416.00	144.00	118.73	96.00	48.00	80.00	608.00	78.00	128.00	300.65	96.00	238.80	7.00	34.00	72.00	300.00	300.00	300.00	149.00	100.00	675.00	6.32	100.00	100.00	100.00	200.00	100.00	100.00	100.00	100.00

VERL O CHILDERS JR P	PEGASUS SCHOOLS INC	VENDOR NAME		ROBERT L SAENZ TIM BROOKS	VENDOR NAME		XEROX CORP - TXMAS	XEROX CORP - TXMAS	XEROX CORP - TXMAS	WILLIAM EARL PRICE	WILLIAM EARL PRICE	WILLIAM EARL PRICE	WEST PUBLISHING CORP	WEST PUBLISHING CORP	WEST PUBLISHING CORP	WATSON AIR CONDITION	WATSON AIR CONDITION	US CORRECTIONS, LLC	ULINE	ULINE	ULINE
3 2021 161-573-611	3 2021 161-577-683	PP ACCOUNT#	JUVENILE PROBA	3 2021 151-573-410 3 2021 151-571-428	PP ACCOUNT#	CSCD	2 2021 101-499-440	2 2021 101-499-310	2 2021 101-436-440	2 2021 101-425-411	2 2021 101-425-411	2 2021 101-435-411	2 2021 101-480-419	2 2021 101-435-419	2 2021 101-430-419	2 2021 101-512-445	2 2021 101-512-445	2 2021 101-512-465	2 2021 101-512-320	2 2021 101-512-320	2 2021 101-512-320
MENTAL HLTH ASSE	RMH PLACEMENT -	ACCOUNT NAME	TION	CONTRACT SERVICE TRAVEL	ACCOUNT NAME		COPIER RENTAL	OFFICE SUPPLIES	COPIER RENTAL	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	PUBLICATIONS	DUES & PUBLICATI	DUES & PUBLICATI	REPAIRS & MAINTE	REPAIRS & MAINTE	EXTRADITION OF P	OPERATING EQUIPM	OPERATING EQUIPM	OPERATING EQUIPM
11/2/2020 11/9/2020	11/2/2020 11/9/2020	VP DATE DATE TBP PO		11/5/2020 11/9/2020 11/4/2020 11/9/2020	VP DATE DATE TBP P		11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020						11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/5/2020 11/9/2020
		PO NO			PO NO											312201	312201	312226	312278	312278	312278
290.00  4,160.00	3,870.00	AMOUNT	1,164.00	1,050.00 114.00	AMOUNT	281,765.02	163.12	6.43	63.27	100.00	100.00	550.00	444.00	365.14	365.14	195.00	349.50	3,940.00	118.73	3,000.00	1,798.00

B & G AUTO PARTS	B & G AUTO PARTS	B & G AUTO PARTS	B & G AUTO PARTS	B & G AUTO PARTS	B & G AUTO PARTS	B & B WATER SUPPLY C	ATWOODS DISTRIBUTING	AT&T	ARNOLD CRUSHED STONE	AIRGAS SOUTHWEST INC	AIRGAS SOUTHWEST INC	AIRGAS SOUTHWEST INC	VENDOR NAME																	
2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-430	2 2021 211-611-321	2 2021 211-611-330	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-495	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-435	2 2021 211-611-376	2 2021 211-611-445	2 2021 211-611-445	2 2021 211-611-321	PP ACCOUNT#
MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	UTILITIES	MAINTENANCE SUPP	JANITORIAL SUPPL	MAINTENANCE SUPP	MISCELLANEOUS	MAINTENANCE SUPP	TELEPHONE	ROAD MATERIAL	<b>REPAIRS &amp; MAINTE</b>	<b>REPAIRS &amp; MAINTE</b>	MAINTENANCE SUPP	ACCOUNT NAME													
	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	VP DATE DATE TBP
312286	312052	312052	312052	312052	312052		312302	312299	312299	312299	312299	312299	312299	312263	312263	312051	312051	312051	312051	312051	312051	312051	312051				312313	312313	312313	PO NO AMO
6.80	43.00	54.25	58.90	26.50	100.00	25.00	341.85	17.99	94.97	24.99	41.27	2.84	159.99	55.92	160.93	8.49	12.98	10.47	23.97	73.34	39.94	20.97	59.99	239.99	78.48	272.97	46.16	18.54	20.98	AMOUNT

TRUCK PARTS & SERVIC TRUCK PARTS & SERVIC	TRUCK PARTS & SERVIC	TRUCK PARTS & SERVIC	TRUCK PARTS & SERVIC	TRUCK PARTS & SERVIC	TRUCK PARTS & SERVIC	TOMMY MONTGOMERY SAN	TLR HYDRAULICS INC	TLR HYDRAULICS INC	TEXAS BIT	T BAR D TRUCKING, LL	RICHIE'S AUTO REPAIR	REPUBLIC SERVICES #0	NELSON PUTMAN PROPAN	NAVARRO COUNTY ELECT	NAVARRO CO TAX ASSES	MOORE TIRE & AUTO	JOHNSON OIL COMPANY	JOHNSON OIL COMPANY	IJS COMPANY	HUFFMAN COMMUNICATIO	HAVOC TRANSPORTATION	GILFILLAN HARDWARE	GILFILLAN HARDWARE	GILFILLAN HARDWARE	EXPRESS TIRE COMPANY	EXPRESS TIRE COMPANY	BIG CREEK CONSTRUCTI	B & G AUTO PARTS				
2 2021 211-611-445 2 2021 211-611-445	2 2021 211-611-445	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-445	2 2021 211-611-445	2 2021 211-611-453	2 2021 211-611-445	2 2021 211-611-445	2 2021 211-611-376	2 2021 211-611-453	2 2021 211-611-445	2 2021 211-611-430	2 2021 211-611-430	2 2021 211-611-430	2 2021 211-611-445	2 2021 211-611-445	2 2021 211-611-370	2 2021 211-611-370	2 2021 211-611-330	2 2021 211-611-450	2 2021 211-611-453	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-445	2 2021 211-611-445	2 2021 211-611-376	2 2021 211-611-370	2 2021 211-611-370	2 2021 211-611-321	2 2021 211-611-321	2 2021 211-611-321
REPAIRS & MAINTE REPAIRS & MAINTE	REPAIRS & MAINTE	MAINTENANCE SUPP	MAINTENANCE SUPP	<b>REPAIRS &amp; MAINTE</b>	<b>REPAIRS &amp; MAINTE</b>	HAULING	REPAIRS & MAINTE	<b>REPAIRS &amp; MAINTE</b>	ROAD MATERIAL	HAULING	REPAIRS & MAINTE	UTILITIES	UTILITIES	UTILITIES	<b>REPAIRS &amp; MAINTE</b>	REPAIRS & MAINTE	GAS & OIL	GAS & OIL	JANITORIAL SUPPL	MAINT CONTRACT	HAULING	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	REPAIRS & MAINTE	REPAIRS & MAINTE	ROAD MATERIAL	GAS & OIL	GAS & OIL	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP
11/3/2020 11/9/2020 11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/5/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020
312338 312301	312338	312061	312061	312061	312061		312354	312354			312284					312280	312358	312358	312056			312055	312055	312055	312054	312054		312286	312286	312286	312286	312286
780.00 283.66	121.12	24.47	82.03	20.00	32.47	593.08	5.75	443.50	4,186.89	583.68	91.35	174.87	386.98	87.55	7.50	79.95	2,768.00	416.43	39.47	41.13	20,419.55	19.99	21.99	41.62	15.00	7.00	134.55	36.00	36.00	6.80	62.70	62.70

ATWOODS DISTRIBUTING	VENDOR NAME	ENNIS TRUCK & TRAILE ENNIS TRUCK & TRAILE NAVARRO CO TAX ASSES NAVARRO CO TAX ASSES TOMMY MONTGOMERY SAN WELCH STATE BANK WELCH STATE BANK	VENDOR NAME	TRUCK PARTS & SERVIC UNITED AG & TURF - H UNITED AG & TURF - H
2 2021 213-613-321 2 2021 213-613-321 2 2021 213-613-321 2 2021 213-613-321 2 2021 213-613-321 2 2021 213-613-370 2 2021 213-613-370 2 2021 213-613-370 2 2021 213-613-370	ROAD & BRIDGE PP ACCOUNT#	2 2021 212-612-445 2 2021 212-612-445 2 2021 212-612-445 2 2021 212-612-445 2 2021 212-612-453 2 2021 212-612-574 2 2021 212-612-573	ROAD & BRIDGE PP ACCOUNT#	2 2021 211-611-445 2 2021 211-611-445 2 2021 211-611-445 2 2021 211-611-445 2 2021 211-611-445 2 2021 211-611-321 2 2021 211-611-321 2 2021 211-611-321
MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP GAS & OIL GAS & OIL	#3 ACCOUNT NAME	REPAIRS & MAINTE REPAIRS & IN CAPITAL LEASE PR	#2 ACCOUNT NAME	REPAIRS & MAINTE MAINTENANCE SUPP MAINTENANCE SUPP
11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020	VP DATE DATE TBP PC	11/5/2020 11/9/2020 11/5/2020 11/9/2020 11/5/2020 11/9/2020 11/5/2020 11/9/2020 11/4/2020 11/9/2020 11/4/2020 11/9/2020 11/4/2020 11/9/2020	VP DATE DATE TBP PC	11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020 11/3/2020 11/9/2020
312082 312082 312082 312082 312082 312082 312082 312082	8,031. PO NO AMOUNT	312383 312383 5,	36,562. PO NO AMOUNT	312301 312301 312301 312301 312301 312279 312279
8.17 35.96 8.99 11.48 32.66 62.99 62.99 10.98	8,031.85 OUNT	40.00 40.00 22.00 22.00 5,507.30 5,507.30 30.14 2,370.41	36,562.42 MOUNT	19.66 175.68 800.00 423.32 63.30 802.42 21.79

MARTIN MARIETTA MATE 2 2	2 د	2	MARTIN MARIETTA MATE 2 2	MARTIN MARIETTA MATE 2 2	MARTIN MARIETTA MATE 2 2	KEITH'S ACE HARDWARE 2 2	KEITH'S ACE HARDWARE 2 2	2	JOHNSON OIL COMPANY 2 2	JOHNSON OIL COMPANY 2 2	HUFFMAN COMMUNICATIO 2 2	ENGIE RESOURCES LLC 2 2	CORSICANA WELDING & 2 2	CORSICANA WELDING & 2 2	CORSICANA NAPA AUTO 2 2	CORSICANA NAPA AUTO 2 2	CORSICANA NAPA AUTO 2 2	CITY OF RICHLAND 2 2	BIG CREEK CONSTRUCTI 2 2	B & G AUTO PARTS 2 2	ATWOODS DISTRIBUTING 2 2											
2021 213-613-376	2021 213-613-376	2021 213-613-376	2021 213-613-376	2021 213-613-376	2021 213-613-376	2021 213-613-321	2021 213-613-321	2021 213-613-495	2021 213-613-370	2021 213-613-370	2021 213-613-450	2021 213-613-430	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-430	2021 213-613-376	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-370	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-321	2021 213-613-370	
ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	ROAD MATERIAL	MAINTENANCE SUPP	MAINTENANCE SUPP	MISCELLANEOUS	GAS & OIL	GAS & OIL	MAINT CONTRACT	UTILITIES	MAINTENANCE SUPP	UTILITIES	ROAD MATERIAL	MAINTENANCE SUPP	GAS & OIL	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	GAS & OIL										
11/3/2020 11/9/2020 11/3/2020 11/9/2020		11/3/2020 11/9/2020		11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	
						312092	312092	312092	312355	312355			312316	312316	312085	312085	312085			312084	312321	312321	312321	312084	312084	312343	312289	312289	312289	312289	312082	
891.36 3,034.80	883.44	604.08	1,325.16	2,121.66	1,336.68	7.98	6.59	15.99	661.00	2,439.50	41.12	9.88	3.75	20.00	17.70	28.81	27.65	37.46	1,283.10	13.50	185.00	51.60	111.00	89.50	54.80	125.98	16.99	6.99	89.99	249.99	62.99	

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ATWOODS DISTRIBUTING ATWOODS DISTRIBUTING ATWOODS DISTRIBUTING	VENDOR NAME		WINDSTREAM WINDSTREAM	VERTEX MACHINE COMPA	TRUCK PARTS & SERVIC	T BAR D TRUCKING, LL	O'REILLY AUTOMOTIVE	O'REILLY AUTOMOTIVE	O'REILLY AUTOMOTIVE	MILLS AUTO SUPPLY	MILLS AUTO SUPPLY	MILLS AUTO SUPPLY	MARTIN MARIETTA MATE										
2 2021 214-614-321 2 2021 214-614-321 2 2021 214-614-321	PP ACCOUNT#	ROAD & BRIDGE	2 2021 213-613-435 2 2021 213-613-435	2 2021 213-613-321 2 2021 213-613-445	2 2021 213-613-321	2 2021 213-613-321 2 2021 213-613-453	2 2021 213-613-321	2 2021 213-613-321	2 2021 213-613-321	2 2021 213-613-321	2 2021 213-613-321	2 2021 213-613-321	2 2021 213-613-376	2 2021 213-613-376	2 2021 213-613-376	2 2021 213-613-376	2 2021 213-613-376	2 2021 213-613-376	2 2021 213-613-376	2 2021 213-613-376	2 2021 213-613-376		2 2021 213-613-376
MAINTENANCE SUPP MAINTENANCE SUPP	ACCOUNT NAME	#4	TELEPHONE TELEPHONE	REPAIRS & MAINTE	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	MAINTENANCE SUPP	ROAD MATERIAL										
11/3/2020 11/3/2020 11/3/2020	VP DATE		11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/4/2020	11/4/2020	11/4/2020	11/4/2020	11/4/2020	11/4/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020	11/3/2020
11/9/2020 11/9/2020 11/9/2020	DATE TBP		11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11/9/2020	11	11/9/2020	11/9/2020	11/9/2020	11/9/2020
312103 312103 312287	PO NO		21210	312290	312100	312315			312315	312095	312095	317005											
76.02 61.74 81.93	AMOUNT	51,565.51	174.73 112.25	134.25	95.93	330.15	(108.04)	108.04	21.61	66.00	34.99 27.48	1,498.14	1,331.28	8,002.44	441.90	1,794.24	4,012.92	2,136.24	1,774.08	1,798.56	1,318.68	1,787.76	1,324.08

HADEN AUTO REPAIR HAVOC TRANSPORTATION	HADEN AUTO REPAIR	HADEN AUTO REPAIR	HADEN AUTO REPAIR	HADEN AUTO REPAIR	HADEN AUTO REPAIR	HADEN AUTO REPAIR	HADEN AUTO REPAIR	EXPRESS TIRE COMPANY	ENGIE RESOURCES LLC	<b>ENGIE RESOURCES LLC</b>	CORSICANA NAPA AUTO	CITY OF CORSICANA	CITY OF BLOOMING GRO	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	ATWOODS DISTRIBUTING	
2 2021 214-614-445 2 2021 214-614-445 N 2 2021 214-614-453	2 2021 214-614-445	2 2021 214-614-445	2 2021 214-614-445	2 2021 214-614-445 2 2021 214-614-445	2 2021 214-614-445	2 2021 214-614-445	2 2021 214-614-445	2 2021 214-614-445	2 2021 214-614-430	2 2021 214-614-430	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-430	5 2 2021 214-614-321	<b>2</b> 2021 214-614-321	5 2 2021 214-614-321	S 2 2021 214-614-495	S 2 2021 214-614-321	5 2 2021 214-614-321	5 2 2021 214-614-321	5 2 2021 214-614-321	S 2 2021 214-614-321	S 2 2021 214-614-321	S 2 2021 214-614-321	G 2 2021 214-614-370	G 2 2021 214-614-330	G 2 2021 214-614-321	G 2 2021 214-614-321	G 2 2021 214-614-321	
5 REPAIRS & MAINTE 3 HAULING	-			S REPAIRS & MAINTE		5 REPAIRS & MAINTE	5 REPAIRS & MAINTE	5 REPAIRS & MAINTE	0 UTILITIES	0 UTILITIES	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	0 UTILITIES	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	5 MISCELLANEOUS	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	.1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	0 GAS & OIL	O JANITORIAL SUPPL	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	1 MAINTENANCE SUPP	
11/5/2020 11/9/2020 11/5/2020 11/9/2020 11/4/2020 11/9/2020	_	<u> </u>	11/5/2020 11/9/2020	1 1	_	11/5/2020 11/9/2020	11/5/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/5/2020 11/9/2020	11	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	
312300 312300	312300	312300	312300	312300	312300	312300	312300	312106			312105			312329	312329	312329	312366	312366	312366	312366	312356	312103	312103	312103	312103	312103	312103	312287	312287	0 + 100
680.00 60.00 2,325.00	28.00	62.85	51./5 41 57	194.46	257.37	583.19	65.00	40.00	11.93	41.98	15.16	31.60	139.96	16.17	104.95	19.91	7.96	27.98	42.78	349.99	249.99	22.96	54.97	45.93	26.32	19.47	99.96	20.37	19.96	TJ.20

AT&T  DEAN THEDFORD OFFICE  DEAN THEDFORD OFFICE  DEAN THEDFORD OFFICE	VENDOR NAME		WINDSTREAM	WILLIAMS GIN & GRAIN	TRUCK PARTS & SERVIC	TEXAS BIT	T BAR D TRUCKING, LL	T BAR D TRUCKING, LL	STEELE METAL SUPPLY	PROSPERITY BANK #107	PROSPERITY BANK #107	MCCOY'S BUILDING SUP	KIRBY SMITH MACHINER	JAMES MANUFACTURING	HUFFMAN COMMUNICATIO										
2 2021 232-455-435 2 2021 232-457-320 2 2021 232-457-320 2 2021 232-457-320 2 2021 232-457-320	PP ACCOUNT#	JUSTICE COURT TECHNOLOGY	2 2021 214-614-435	2 2021 214-614-426	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-376	2 2021 214-614-453	2 2021 214-614-453	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-321	2 2021 214-614-573	2 2021 214-614-574	2 2021 214-614-321	2 2021 214-614-445	2 2021 214-614-445	2 2021 214-614-450
TELEPHONE OPERATING EQUIPM OPERATING EQUIPM OPERATING EQUIPM	ACCOUNT NAME	HNOTOGA	TELEPHONE	UNIFORMS	MAINTENANCE SUPP	ROAD MATERIAL	HAULING	HAULING	MAINTENANCE SUPP	CAPITAL LEASE PR	CAPITAL LEASE IN	MAINTENANCE SUPP	REPAIRS & MAINTE	REPAIRS & MAINTE	MAINT CONTRACT										
11/3/2020 11/9/2020 11/4/2020 11/9/2020 11/4/2020 11/9/2020 11/4/2020 11/9/2020	VP DATE DATE TBP P		11/3/2020 11/9/2020	_	_	_	_	_	_	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/4/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020	11/3/2020 11/9/2020
312288 312288 312288	PO NO		312114	312114	312114	312114	312114	312114	312114	312312				312357	312357	312357	312357	312357	312357			312109	312011	312165	
177.22 146.00 146.00 146.00	AMOUNT	24,309.30	56.64	11.25	19.88	21.50	83.64	14.55	4.95	199.70	1,950.00	1,950.65	5,065.53	96.00	145.00	135.00	158.40	24.00	42.00	4,258.93	178.95	69.61	3,493.55	287.50	41.13

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1,516.08		11/9/2020	11/2/2020	OVERTIME	11 2020 322-526-120	CITY OF RICHARDSON P
1,749.99		11/9/2020	11/2/2020	OVERTIME	11 2020 322-523-120	CITY OF ARLINGTON
3,357.18	312216	11/9/2020	11/5/2020	SERVICES	11 2020 322-534-411	CARAHSOFT TECHNOLOGY
2,092.40		11/9/2020	11/2/2020	OVERTIME	11 2020 322-523-120	BALCH SPRINGS POLICE
609.45		11/9/2020	11/5/2020	SERVICES	11 2020 322-525-411	AT&T MOBILITY- HIDTA
47.21		11/9/2020	11/5/2020	SERVICES	11 2020 322-524-411	AT&T MOBILITY- HIDTA
47.21		11/9/2020	11/5/2020	SERVICES	11 2020 322-533-411	AT&T MOBILITY- HIDTA
564.94		11/9/2020	11/5/2020	SERVICES	11 2020 322-527-411	AT&T MOBILITY- HIDTA
506.21		11/9/2020	11/5/2020	SERVICES	11 2020 322-523-411	AT&T MOBILITY- HIDTA
141.63		11/9/2020	11/5/2020	SERVICES	11 2020 322-517-411	AT&T MOBILITY- HIDTA
153.00		11/9/2020	11/5/2020	SERVICES	11 2020 322-516-411	AT&T MOBILITY- HIDTA
170.92		11/9/2020	11/5/2020	SERVICES	11 2020 322-522-411	AT&T MOBILITY- HIDTA
247.42		11/9/2020	11/5/2020	SERVICES	11 2020 322-515-411	AT&T MOBILITY- HIDTA
359.76		11/9/2020	11/5/2020	SERVICES	11 2020 322-536-411	AT&T MOBILITY- HIDTA
179.88		11/9/2020	11/5/2020	SERVICES	11 2020 322-521-411	AT&T MOBILITY- HIDTA
692.64		11/9/2020	11/5/2020	SERVICES	11 2020 322-526-411	AT&T MOBILITY- HIDTA
47.21		11/9/2020	11/5/2020	SERVICES	11 2020 322-535-411	AT&T MOBILITY- HIDTA
165.00	311977	11/9/2020	11/5/2020	EQUIPMENT	11 2020 322-548-585	AARDVARK
9,750.00	311977	11/9/2020	11/5/2020	EQUIPMENT	11 2020 322-548-585	AARDVARK
AMOUNT	PO NO	DATE TBP	VP DATE	ACCOUNT NAME	PP ACCOUNT#	VENDOR NAME
					FUND 322 - HIDTA	
4,325.00						
4,325.00		11/4/2020 11/9/2020	11/4/2020	DOCUMENT PRESERV	2 2021 233-403-420	AVENU INSIGHTS & ANA
AMOUNT	PO NO	DATE TBP	VP DATE	ACCOUNT NAME	PP ACCOUNT#	VENDOR NAME
				EMENT	CC RECORD MANAGEMENT	
10,819.22						
124.00 10,080.00	312288	11/9/2020 11/9/2020	11/4/2020 11/4/2020	OPERATING EQUIPM MAINT CONTRACT -	2 2021 232-457-320 2 2021 232-455-459	DEAN THEDFORD OFFICE INTECH WORLDWIDE LP

ATMOS ENERGY - HIDTA CITY OF DENTON CITY OF DENTON DEAF SMITH ELECTRIC ENGIE RESOURCES LLC ENGIE RESOURCES LLC FEDEX - TXMAS FEDEX - TXMAS FEDEX - TXMAS FEDEX - TXMAS REPUBLIC SERVICES #7 RIVER ROAD MANAGEMEN	VENDOR NAME	CITY OF WAXAHACHIE CITY OF WAXAHACHIE DANNIE PATRICK CAUBL DISTRICT 18 DISTRICT IRVING POLICE DEPT IRVING POLICE DEPT LUBBOCK POLICE DEPAR LUBBOCK POLICE DEPAR NORMAN POLICE DEPART NORMAN POLICE DEPART NORMAN POLICE DEPART STAPLES, INC STAPLES, INC STAPLES, INC TARRANT COUNTY
11 2020 323-516-418 11 2020 323-516-418 11 2020 323-516-418 11 2020 323-516-412 11 2020 323-516-418 11 2020 323-516-418 11 2020 323-516-411 11 2020 323-516-411 11 2020 323-516-411 11 2020 323-516-418 11 2020 323-516-418 11 2020 323-516-418	FUND 323 - HIDTA PP ACCOUNT#	11 2020 322-527-120 11 2020 322-520-411 11 2020 322-534-120 11 2020 322-546-120 11 2020 322-546-120 11 2020 322-546-120 11 2020 322-546-120 11 2020 322-546-120 11 2020 322-547-120 11 2020 322-547-120 11 2020 322-547-120 11 2020 322-535-310 11 2020 322-535-310 11 2020 322-535-310 11 2020 322-535-310
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53.29 25.50 25.95 20.00 2,543.02 1,513.27 57.48 66.75 1,183.48 338.50 6,581.83	48,927.13 PO NO AMOUNT	3,547.75 5,775.40 1,587.32 478.73 2,928.20 2,734.70 1,267.99 1,462.41 2,059.43 945.98 886.86 413.95 312235 98.79 312235 98.79 312235 98.79 312235 98.79 312235 2,067.42

		XCEL ENERGY	SUMPTER SERVICES LLC	STRIPING TECHNOLOGY	STAPLES, INC
		11 2020 323-516-418	11 2020 323-515-412	11 2020 323-516-411	11 2020 323-516-310
		FACILITIES	CONTRACT SERVICE	SERVICES	SUPPLIES
		11/2/2020	11/2/2020	11/3/2020	11/5/2020
		11/9/2020	11/2/2020 11/9/2020	11/9/2020	11/9/2020
	1			312245	312214
21,544.04		25.94	8,778.61	250.00	80.42

GRAND TOTAL

493,173.49

EXPLANATION:	BPO was referenced / over \$100.00
APPROVAL REQUIRED	DATE APPROVED:
INV DATE:	10/21/2020
PO DATE:	
PO #	
VENDOR:	Atwoods
DEPARTMENT:	Precinct 1

OCT 3 0 2020

\*\*\*\* AT HTHODOS OF SCORS TOAK CORSICANA, TX 75110-4823 (903) 874-3200

10/21/20 1:29PM AC3779 568 SALE 32157064 1 EA 239.99 EA N 224PC MECHANICS TOOL SET 239.99

SUB-TOTAL:\$ 239.99 TAX: \$ .00 TOTAL: \$ CHARGE AMT: 239.99 239,99

Total Items:

==>> JRNL#J68123 INV# 5321/37 <<== CUST NO: 2135 Customer Copy

10015

Name: 'X ANDREW MARR

Acct: NAVARRO CO PCT 1

PO#: 312051

THANK YOU FOR SAVING AT ATWOODS RECEIPT REQUIRED FOR RETURN OR EXCHANGE

I certify under penalty of perjury that my tax-exempt purchases are for use by a government organization.

Text 'JOIN' to 5803243463 \*\*\* \*\*\* for Sales and Promo Alerts \*\*\*

Vendor# 50

Desc: 2244C Memonics PO#: NA : Involce#: 5321

**OCT 3 0 2029** 

ATHOROGY OF SCORED 3500 WEST 7TH AVE CORSICANA, TX 75110-4823 (903) 874-3200

10/21/20 1:29PM AC3779 SALE 32157064 239.99 EA N 1 EA 224PC MECHANICS TOOL SET 239.99

SUB-TOTAL:\$

CHARGE AMT:

239.99 TAX: \$

.00

239.99

TOTAL: \$ 239.99

Total Items:

==>> JRNL#J68123 INV# 5321/37 <<== CUST NO: 2135 Customer Copy

Name: X ANDREW MARR

Acct: NAVARRO CO PCT 1

PO#: 312051

THANK YOU FOR SAVING AT ATWOODS RECEIPT REQUIRED FOR RETURN OR EXCHANGE

I certify under penalty of perjury that my tax-exempt purchases are for use by a government organization.

Text 'JOIN' to 5803243463 \*\*\* for Sales and Promo Alerts \*\*\*



# **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 et	tophod item in heim natura at factions to
The at	tached item is being returned for the following reasons:
X	Item incurred before purchase order issued
<b>'</b>	Purchase order number is inconsistent with invoice
0	Amount billed does not match the purchase order
0	Vendor on purchase order does not match invoice
٥	Insufficient documentation to process payment
0	Signature or date not present
0	Budget Account Number (Line Item) is missing – Acct #
0	Insufficient budget
a	Payment Request inconsistent with County Policy
0	Other
Please This no	provide the additional documentation or explanation necessary to process this payment request. stice must remain attached to the payment request.
Additio	nal explanation: 300 was referenced. Over \$100.00
The De	epartment Head or Elected or Appointed Official must sign this form confirming notification e Navarro County Purchasing Policy was not followed on this purchase.
Signat	Dete
•	ure Date

DEPARTMENT:	Precinct 2	
VENDOR:	United Ag & Turf - Athens	
PO #		
PO DATE:		
INV DATE:	10/22/2020	
APPROVAL REQUIRED	DATE APPROVED:	
EXPLANATION:	PO not requested	

f



United Ag & Turf 2001 NE Loop 7 Athens, TX 75751 Phone: (903) 675-8502 Fax: (903) 675-8590



www.unitedagandturf.com

Invoice To Account No.: 6543097	Deliver To Account	No.: 6543097	PART	S INVOICE
NAVARRO COUNTY PCT 2 300 W 3RD AVE CORSICANA TX 75110 US	NAVARRO COUI 300 W 3RD AVE CORSICANA TX US		Invoice No: Date: Page: Payment Type:	11229617 10/22/2020 1 of 1 Account
Bus Ph: Prv Ph:	Bus Ph:	Prv Ph:		
Supplied Back Order Part Quantity Quantity Number	Part Description	Bin Loc	List Net Price Price	Extended Tax Price Ind
2.00 0.00 RE183935	KEY	SV10A	12.63 12.63	\$25 26 N
Customer PO No: Tax Exempt No: 75-6001092			Parts: Misc: Sales Tax: Deposit:	\$25.26 \$0.00 \$0.00 \$0.00
Salesperson: Donny Mixon			Total:	\$25.26
		277		

TERMS AND CONDITIONS

Terms are Net 30. A finance charge of 1,5% per month (18% APR) will be added to all past due invoices except where prohibited by law. All returned items will be assessed a restocking fee.

See numbers above for after hours service. The presentation of an agriculture exemption certificate, that renders any product tax exempt, implies its use is exclusively for agriculture production. Upon signing below I agree to the terms stated above. Thank you for choosing United Ag & Turf, we appreciate your business!

a La La		
Received by Robel Activity	Date	



# **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 at	tached item is being returned for the following reasons:
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0	Purchase order number is inconsistent with invoice
0	Amount billed does not match the purchase order
0	Vendor on purchase order does not match invoice
Q	Insufficient documentation to process payment
0	Signature or date not present
0	Budget Account Number (Line Item) is missing – Acct #
Q	Insufficient budget
a	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: Customer was having problems pulling
that the	partment Head or Elected or Appointed Official must sign this form confirming notification a Navarro County Purchasing Policy was not followed on this purchase.
Signati	ure Date

Revised 06/24/19

DEPARTMENT:	Elections Dept
VENDOR:	Election Systems & Software
PO #	
PO DATE:	
INV DATE:	10/16, 10/19, 10/23/2020
APPROVAL REQUIRED	DATE APPROVED:
EXPLANATION:	PO was not requested for Nov 2020 Election

# RECEIVED



6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683

OCT 26 2020 Election Systems & Software, LLCAVARRO COUNT AUD!TO 'S OFFI

BUSCORIE 1500 1165279 10/16/20

BILL TO: NAVARRO COUNTY, TEXAS

PO BOX 1018

**CORSICANA TX 75151-1018** 

Navarro County Elections Navarro County, Texas

601 N 13th St

Ste 3

Corsicana, TX 75110

Rec'd Time Workeri /

ACCOUNT FO	CUSTOMER P.O. NUMBER	TERMS	ORDER 210	ALES	RIB! SEID MA
N08077	BALLOTS 11/03/20	NET 30 DAY	1248768	2861	STANDARD
OLY OPERATOR	Discri	PTION		OUT PRICE	THE COURSE OF STREET

Coverage Date

Election Ref: 11/03/2020

1.00 General Election ADD ON 50.00 Absentee Ballots

30.00 Other Ballots 1.00

Admin Collection Surcharge

\*The Administrative Collection Surcharge may be deducted from the payment of this invoice if remittance is received within 45 days of invoice date.

.000000 EA .00 .320000 EA 16.00

.000000 EA .00 1.000000 EA 1.00

.00 PO#: N .00 Invoice#: \\\ .00 Vendor#: 311 .00 **FREIGHT DISCOUNT** 

SHIPPING & HANDLING 12.35 29.35 28 35 TOTAL USD

ACCOUNT A 1165279 N08077 USD 29.35

Election Systems & Software ABA Routing No: 071000039 Account No: 5800923558

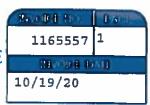
TX TX1

# KECEIVEL



Election Systems & Software, LAVARIO COUNTY 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683





# **Navarro County Elections**

BILL TO: NAVARRO COUNTY, TEXAS

PO BOX 1018

**CORSICANA TX 75151-1018** 

OCT 23 2020

SHIP TO: Navarro County, Texas

601 N 13th St

Ste 3

Re-14 Time\_ Polivered

Corsicana, TX 75110

ACCOUNT NO.	COSTOMER PO NUMBER	7527.18	ONTERNO	SALEST	HP. CHIEVE
N08077	BALLOTS 11/03/20	NET 30 DAY	1249886	2861	STANDAF
OW ORDERED	DESCRIPTION			CLUT PERGE	10 02 EXTENDED 100

Coverage Date

Election Ref: 11/03/2020

1.00 Wortham ISD

200.00 Election Day Ballots

5.00 Coding Ballots

5.00 Sample Ballots

5.00 Test Ballots

Admin Collection Surcharge 1.00

\*The Administrative Collection Surcharge may be deducted from the payment of this invoice if remittance is received

within 45 days of invoice date.

.000000 EA .00 .290000 EA 58.00 .290000 EA 1.45

.290000 EA 1.45

.290000 EA 1.45 5.000000 EA

**Navarro County Elections** 

OCT 23 2020

Rec'd Time Worked 0 Delivered Scanned

Profit: 101-409-4

Desc: NOSON PO#:NA Invoice#:116555

Vendor#:

**FREIGHT DISCOUNT** SHIPPING & HANDLING

.00 14.27 B1.62 7462

**TOTAL** 

USD

.00

.00

.00

5.00

ENVOICE 120 ACCOUNT NO LEGS Admin 1165557 N08077 81.62 USD 7/0, 627

Election Systems & Software ABA Routing No: 071000039 Account No: 5800923558

TX TX1



Election Systems & Software, LLC 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683





# RECEIVED

BILL TO: NAVARRO COUNTY, TEXAS

PO BOX 1018

**CORSICANA TX 75151-1018** 

SHIP TO: Navarro County, Texas

601 N 13th St

Ste 3

NAVAKKU COUNTY

OCT 3 0 2020

Corsicana, TX 75110

ACCOUNT NO	CUSTOLIER POLINAMER	TERMS	ONDER HO.	ALC	C BHP	ALC: HE
N08077	BALLOTS 11/03/20	NET 30 DAY	1254417			STANDARD
оту орониев	DESCRIPTION			UNITHERE	DCM (v)	ENHO OTEL

Coverage Date Election Ref: 11/03/2020

General Election\_2nd ADD ON

390.00 Absentee Ballots

1.00 Admin Collection Surcharge

\*The Administrative Collection Surcharge may be deducted from the payment of this invoice if remittance is received within 45 days of invoice date.

.000000 EA .00 .320000 EA 124.80

9.000000 EA 9.00

Dabii: 101-409-435 3683

Desc: NOSCIT - BANGS 11 03/20 2133,50

PO#: NA NOSCIT - Shipping 21104

Invoice#: 11674442 NOSCIT - Less Admin For

Vendor#: 3117

1.00

TX USD

.00

.00

FREIGHT DISCOUNT
SHIPPING & HANDLING

.00 11.04 144.84 135.8

TOTAL 144. USD

1167442 NOBO77 LESS AMOUNT
1257442 NOBO77 LESS AMOUNT
144.84 USD
135.84

Election Systems & Software ABA Routing No: 071000039 Account No: 5800923558

TX TX1



# **NAVARRO COUNTY AUDITOR'S OFFICE**

300 West Third Avenue, Suite 10 Corsicana, TX 75110-4672 E-mail khollomon@navarrocounty.org

Terri Gillen, First Assistant Junefe Beard, Internal Auditor Jeannie Keeney, Assistant Ann Tanner, Assistant Julie Jennings, Assistant Natalle Robinson, Assistant Fax: (903) 654-3097

Kathy B. Hollomon, CPA

County Auditor

Phone (903) 654-3095

#### INTEROFFICE MEMO

The	attached item is being returned for the following reasons:
ø	Item incurred before purchase order issued
0	Purchase order number is inconsistent with invoice
0	Amount billed does not match the purchase order
0	Vendor on purchase order does not match invoice
0	Insufficient documentation to process payment
a	Signature or date not present
0	System shows invoice paid
_	Other

Please provide the additional documentation or explanation necessary to process this payment request. This notice must remain attached to the payment request.

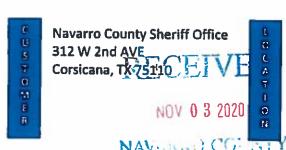
Additional explanation:

RECEIVED

OCT 2 9 2020

NAVAKKO COUNTY AUDITOR'S OFFICE





W-S-4516 Navarro County Sheriff Office 312 W 2nd Ave TVED Corsicana, TX 75110

NOV 02 2020

8 E M I T T D

T.E.A.M. Solutions, Inc. 2025 South 12th Street Waco, TX 76706 (254) 756-6900

AUDITOR'S OFFICE NAVARRO COUNTY

ORDERED BY	CUSTOMER PO	CRUER NUMBER	MEVO CE DATE	DUE DATE	PAGE
Charley York		20102806	10/30/2020	10/30/2020	1

DESCRIPTION SC@ Unable to login to system to access temps.

RESOLUTION 10/28/20 - Couldn't connect remotely, so I left a message for them to reboot their server. Got a call back that the server was actually turned OFF. After they turned it ON and tried to log in a message came up and said the license had not been activated. I logged in and copied the license code to their License Manager and it was activated. -SC

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EVZEL MEN
T 999999999927	2.0hr	13-TECH-00-1REG	150.00	500.00*

\* means item is non-taxable

**TOTAL AMOUNT** 

300.00

Debit: 101-512-445

Desc: 2 hrs tech support on 10/30/20

PO#: NIA

Invoice#:<u>139.29</u> Vendor#: 593\

[Machler 10/30/2020



# NAVARRO COUNTY AUDITOR'S OFFICE

NOV 0 3 2020

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

NAVAERO COUNTY Terri Gillen, County Auditor CFFICE Phone: (903) 654-3095

Fax: (903) 654-3097

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

#### **INTEROFFICE MEMO**

The at	lached item is being returned for the following reasons:
X	Item incurred before purchase order issued
	Purchase order number is inconsistent with invoice
۵	Amount billed does not match the purchase order
0	Vendor on purchase order does not match invoice
0	Insufficient documentation to process payment
0	Signature or date not present
۵	Budget Account Number (Line Item) is missing - Acct #
0	Insufficient budget
٥	Payment Request inconsistent with County Policy
٥	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:
tnat tne	partment Head or Elected or Appointed Official must sign this form confirming notification Navarro County Purchasing Policy was not followed on this purchase.    I   03   200     I   03   200     I   Date
J	PRICE



# 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

October 8th, 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 -	absent	Caleb Jackson –	absent
Julie Humphries -	absent	Phil Seely -	absent

Item #2 on the agenda was consideration of approving the minutes from the September 10<sup>th</sup>, 2020 Planning and Zoning meeting.

Motion to approve by Commissioner Mike Frankos, second by Commissioner Stuart Schoppert, all voted aye.

Item #3 on the agenda was consideration of approving a final re-plat of Francisco Bay, Block 1, lot 19-R for Robert Bergey.

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

Item #4 on the agenda was consideration of approving a final re- plat of Etheridge Estates, lot 7-RR for Barry Johnson.

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

Item #5 on the agenda was consideration of approving a final re-plat of Chambers Landing, Block B, Lot 18-R for Chris & Patricia Terrell.

Motion to approve by Commissioner Vicki Farmer, second by Commissioner Mike Frankos, all voted aye.

Item #6 on the agenda was the Chairman's report. No report.

Adjourn.

# Tax Abatement Agreement between Navarro County, Texas and Armadillo Solar Center, LLC

State of Texas

County of Navarro

This Tax Abatement Agreement (the "Agreement") is made and entered into by and between Navarro County, Texas (the "County"), acting through its duly elected officers, and Armadillo Solar Center, LLC, a Delaware limited liability company, owner of Eligible Property (as hereinafter defined) to be located on real property located in the Reinvestment Zone described in this Agreement. This Agreement shall become effective upon final signature by both parties (which date shall be the "Effective Date") and shall remain in effect until fulfillment of the obligations described in Paragraph IV(D), unless terminated earlier as provided herein.

#### I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the Guidelines and Criteria (as defined below).

#### II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. "Abatement" means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- B. "Abatement Period" means the ten-year period described in Paragraph IV(B)(1) of this Agreement during which the Abatement will apply.
- C. "Base Year" means the Calendar Year in which the Effective Date occurs.
- D. "Calendar Year" means each year beginning on January 1 and ending on December 31.
- E. "Certificate" means a letter, provided by the Owner (as defined below) to the County that certifies that the Project has achieved Commercial Operations, outlines the Improvements included in the Project (including those that are still under construction), and states the overall Nameplate Capacity of the Project. Upon receipt of a Certificate, the County may inspect the Site within the Reinvestment Zone in accordance with the terms of this Agreement in order to verify that the Improvements are as certified in such Certificate. If the Certificate indicates that certain ancillary facilities not required for Commercial Operations are still under construction on the date that the Certificate is delivered, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project construction is complete.

- F. "Certified Appraised Value," means the appraised value, for property tax purposes, of Owner's Eligible Property (including the Improvements) within the Reinvestment Zone as certified by the Navarro County Appraisal District ("County Appraisal District") for each tax year.
- G. "COD" means the date that the Project commences Commercial Operations.
- H. "Commercial Operations" means that the Project has become commercially operational and placed into service for the purpose of generating electricity for sale on one or more commercial markets.
- "Default Notice" means a written notice delivered by one party to the other under Paragraph VII(A) of this Agreement. Default Notices must be delivered in accordance with the requirements of Paragraph X of this Agreement.
- J. "Eligible Property" means property eligible for Abatement under the Guidelines and Criteria, including: new, expanded, or modernized buildings and structures; fixed machinery and equipment; site improvements; office space; other related fixed improvements; other tangible items necessary to the operation and administration of a project or facility; and all other real and tangible personal property permitted to receive tax abatement by Chapter 312 of the Texas Tax Code and the Guidelines and Criteria. Taxes on Eligible Property may be abated only to the extent the property's value for a given year exceeds its value for the Base Year. Tangible personal property located in the Reinvestment Zone at any time before the date the Agreement is signed is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- K. "Force Majeure" includes events not reasonably within the control of the party whose performance is sought to be excused thereby, including the following causes and events: acts of God and the public enemy, strikes, lockouts or other industrial disturbances, inability to obtain material or equipment or labor due to an event that meets the definition of a Force Majeure, wars, blockades, insurrections, riots, epidemics and pandemics, landslides, lightning, earthquakes, fires, storms, floods, high water washouts, inclement weather, arrests and restraint of rulers and people, interruptions by government or court orders, present or future orders of any regulatory body, civil disturbances, explosions, breakage or accident to machinery or lines, freezing of lines any laws, rules, orders, acts or restraint of government or governmental body or court, or the partial or entire failure of fuel supply or any other event that is beyond the reasonable control of the party claiming Force Majeure.
- L. "Guidelines and Criteria" means the *Tax Abatement Guidelines, Criteria and Policy* adopted by the Navarro County Commissioners Court on October 13, 2020 (the "Guidelines and Criteria"), a copy of which is attached hereto as <u>Attachment B</u> to this Agreement.
- M. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land.

- N. "Lender" means any entity or person providing, directly or indirectly, including an assignee of an initial Lender, with respect to the Improvements or Project any of (a) senior or subordinated construction, interim or long-term debt financing or refinancing, whether that financing or refinancing takes the form of private debt, public debt, or any other form of debt (including debt financing or refinancing), (b) a leasing transaction, including a sale leaseback, inverted lease, or leveraged leasing structure, (c) tax equity financing, (d) any interest rate protection agreements to hedge any of the foregoing obligations, and/or (e) any energy hedge provider. There may be more than one Lender. Owner, at its election, may send written notice to the County with the name and notice information for any Lender.
- O. "Nameplate Capacity" means the total or overall generating capacity of the Improvements on the Site in MWac.
- P. "Notice of Abatement Commencement" has the meaning assigned in Paragraph IV(B)(5) of this Agreement.
- Q. "Notices" means all notices, demands, or other communications of any type given shall be given in accordance with this Section, including Default Notices.
- R. "Owner" means Armadillo Solar Center, LLC, the entity that owns the Eligible Property for which the Abatement is being granted, and any assignee or successor-in-interest of such party. An "Affiliate" of an Owner means any entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Owner. For purposes of this definition, "control" of an entity means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting rights in a company or other legal entity or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of securities, by contract or otherwise.
- S. "Payment In Lieu of Taxes" or "PILOT" means a payment made by Owner to the County described in Paragraph IV(F) of this Agreement.
- T. "Project" means the photovoltaic solar powered electricity generation facility that will be constructed by Owner on the Site. The Project includes the Improvements and the Eligible Property.
- U. "Reinvestment Zone" means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by that certain Ordinance establishing Enterprise Zone/Reinvestment Zone 20-101 adopted and approved by the County Commissioners' Court on June 8, 2020, a copy of which resolution is attached as <a href="https://example.com/Attachment A">Attachment A</a> to this Agreement.
- V. "Site" means the portion of the Reinvestment Zone leased by Owner and on which Owner makes the Improvements and installs and constructs the Eligible Property for which the Abatement is granted hereunder. The site is described on Attachment C to this Agreement, and a map of the Site is included as Attachment D to this Agreement.

W. "Term" means the period commencing on the Effective Date of this Agreement and ending on December 31 of the twentieth Calendar Year after the commencement of the Abatement Period.

#### III. Improvements in Reinvestment Zone

Owner shall make the following Improvements on the Site:

- A. Owner shall construct Improvements on the Site consisting of a photovoltaic solar powered electricity generation facility (the "Project"). The Project will consist of solar equipment located in the Reinvestment Zone with a total Nameplate Capacity for the Project of not less than 175 megawatts. The total Nameplate Capacity will vary depending on the type of solar equipment used and the size of the facility. The Project will have an overall minimum investment in the County's taxing jurisdiction of not less than \$140,000,000. The Certified Appraised Value will depend upon annual appraisals by the County Appraisal District.
- B. The Improvements will also include any other property in the Reinvestment Zone owned or leased by Owner meeting the definition of "Eligible Property" that is used to produce electricity and perform other functions related to the production, distribution, and transmission of electrical power, or that is otherwise related to the production of electricity.
- C. Owner anticipates that the Project will achieve Commercial Operations by no later than December 31, 2024.
- D. Owner anticipates construction will begin no later than January 1, 2024.
- E. Owner shall have the right, in its sole and absolute discretion, to terminate this Agreement by written notice delivered to the County delivered any time prior to December 31, 2024. In the event that Owner terminates the Agreement pursuant to its rights in this paragraph, this Agreement shall immediately become null and void and of no further force or effect, and neither Owner nor the County shall owe any liability or have any further obligation to the other under this Agreement.

#### IV. Term and Portion of Tax Abatement; Taxability of Property

- A. The County and Owner specifically agree and acknowledge that Owner's property in the Reinvestment Zone shall be taxable in the following ways before, during, and after the Term of this Agreement:
  - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
  - 2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;

- 3. Prior to commencement of the Abatement Period, the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zone shall be fully taxable at all times;
- 4. During the Abatement Period, all categories of county property taxes on the Certified Appraised Value of the Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
- 5. After expiration of the Abatement Period, 100% the Certified Appraised Value of real and personal property owned by Owner located in the Reinvestment Zone shall be fully taxable at all times, including during the remainder of the Term.
- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax abatement, under the conditions set forth herein, of both (i) the ad valorem taxes identified as "County of Navarro-GNV" and (ii) the ad valorem taxes identified as "County Road & Bridge-RBC" on the Eligible Property in the Reinvestment Zone as follows:
  - 1. Beginning on the earlier of (a) January 1 of the first Calendar Year after the COD or (b) January 1 of the Calendar Year identified in a Notice of Abatement Commencement (as defined below) delivered by Owner (with such Calendar Year being "Year 1" of the Abatement Period) and ending upon the conclusion of ten full Calendar Years thereafter (which 10-year period shall constitute the Abatement Period), the Abatement percentage shall be: 100%.
  - 2. The foregoing percentage of property taxes on the Certified Appraised Value of all Improvements and Eligible Property owned by Owner and described in the Certificate (and actually in place in the Reinvestment Zone) shall be abated for the entire Abatement Period.
  - 3. The Base Year value for the proposed Improvements is agreed to be zero.
  - 4. Owner shall provide the Certificate to the County and to the County Appraisal District within sixty (60) days after the COD. The Certificate shall describe any ancillary facilities not required for Commercial Operations that are still under construction on the date that the Certificate is delivered, and if the Certificate indicates any such facilities exist, Owner will deliver an amended Certificate to the County within thirty (30) days after all Project construction is complete. If they meet the definition of "Eligible Property," such ancillary facilities, once completed, shall become part of the Improvements eligible for the Abatement under this Agreement.
  - 5. If Owner, at its sole election, desires that the Abatement Period begin prior to January 1 of the of the first Calendar Year after the COD, then Owner may deliver a notice to the County and County Appraisal District stating such desire (such notice being referred to herein as a "Notice of Abatement Commencement"). If delivered by Owner, the Notice of Abatement

Commencement shall contain the following statement: "Owner elects for the Abatement Period to begin on January 1, \_\_\_\_\_"; the year stated in the Notice of Abatement Commencement shall be the first year of the Abatement Period, and the Abatement Period shall extend for 10 years beyond such date. Owner shall only be permitted to deliver a Notice of Abatement Commencement if it anticipates achieving COD during the next Calendar Year. Owner shall still be required to deliver the Certificate on or before the date required in the preceding paragraph.

- 6. Notwithstanding any statement or implication in this Agreement to the contrary, the parties agree that the Abatement granted in this Agreement shall in no event extend beyond 10 years.
- C. All or a portion of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
- D. Owner agrees that the Improvements, once constructed, will remain in place for at least the remainder of the Term; provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date so long as such replacement does not result in a material reduction of the Certified Appraised Value of the Improvements. IN THE EVENT OF A BREACH OF THIS SECTION IV(D), THE SOLE REMEDY OF THE COUNTY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE COUNTY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT WITH INTEREST, LESS ANY TAX PAYMENTS OR PAYMENTS IN LIEU OF TAXES REMITTED WITH RESPECT TO THE REMOVED IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS SECTION IV(D), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.
- E. During the Abatement Period, County shall request that the County Appraisal District annually determine both (i) the Certified Appraised Value of the Eligible Property owned by Owner in the Reinvestment Zone and (ii) the taxable value (taking into account the terms of the Abatement in this Agreement) of the Eligible Property owned by Owner in the Reinvestment Zone. The County Appraisal District shall record both the Certified Appraised Value and the abated taxable value of the Eligible Property in the County appraisal records (which taxable value shall be zero for each of the years during the Abatement Period). The Certified Appraised Value listed in the County appraisal records shall be the standard used for calculating the amount of taxes to be recaptured by the County in the event that the County is entitled to recapture abated taxes under this Agreement.
- F. Once the Abatement Period commences, Owner agrees to make the following annual PILOT payments during each year of the Abatement Period:

- (1) A PILOT to the County designated for the taxing unit administering the "County of Navarro-GNV" ad valorem tax in the amount of \$525.00 multiplied by the greater of: (i) of the overall Nameplate Capacity of the Project located in the County and described in the Certificate or (ii) 175 megawatts; and
- (2) A PILOT to the COUNTY designated for the taxing unit administering the "County Road & Bridge-RBC" ad valorem tax in the amount of \$367.00 multiplied by the greater of: (i) of the overall Nameplate Capacity of the Project located in the County and described in the Certificate or (ii) 175 megawatts.

Each PILOT described in this Paragraph IV(F) shall be due on January 31 of the Calendar Year following the Calendar Year for which the Abatement applies. By way of illustration, if Year 1 of the Abatement Period is 2023, then the PILOT owed for 2023 shall be due and payable on January 31, 2024. There shall be a total of ten (10) PILOTs under this Agreement.

#### V. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements will be performed by Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's and its successors' and assigns' use of the Site will be limited to the use described in this Agreement (and ancillary uses) during the Abatement Period, (iv) all representations made in this Agreement are true and correct in all material respects to the best of Owner's knowledge, and (v) Owner will make any filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required now or in the future.
- B. The County represents that (i) the County has formally elected to be eligible to grant property tax abatements under Chapter 312 of the Tax Code; (ii) the Reinvestment Zone has been designated and this Agreement has been approved in accordance with Chapter 312 of the Texas Tax Code and the Guidelines and Criteria as both exist on the effective date of this Agreement; (iii) no interest in the Improvements is held, leased, or subleased by a member of the County Commissioners Court, (iv) that the property within the Reinvestment Zone and the Site is located within the legal boundaries of the County and outside the boundaries of all municipalities located in the County; and (v) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

# VI. Access to and Inspection of Property by County Employees

A. Owner shall allow the County's employees access to the Site for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the

minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

B. Owner shall, on or before May 1 of each Calendar Year after COD certify annually to the County its compliance with this Agreement by providing a written statement of compliance to the County Judge.

# VII. Default, Remedies and Limitation of Liability

- A. No party may terminate this Agreement unless (i) such party provides a written Default Notice to the other party specifying a material default in the performance of a material covenant or obligation under this Agreement and (ii) such failure is not (x) excused by the occurrence an event of Force Majeure or (y) cured by the other party within sixty (60) days after the delivery of the Default Notice, or if such failure cannot be cured within such sixty (60)-day period, the other party shall have such additional time, up to ninety (90) additional days, to cure such default as is reasonably necessary as long as such party has commenced remedial action to cure such failure and continues to diligently and timely pursue the completion of such remedial action before the expiration of the maximum one hundred fifty (150) day cure period; however, if Owner is undertaking to cure a default by replacing any of the solar energy generating equipment at the Site, then Owner shall be entitled to the initial sixty (60) day cure period and an additional one hundred eighty (180) day cure period so long as Owner has commenced the remedial action and continues to diligently and timely pursue the completion of the remedial action. Notwithstanding the preceding portions of this paragraph, if any default arises from a violation of law resulting from a change in law or a change in the interpretation or enforcement of law by a governmental entity, then such default shall not give rise to the termination of this Agreement so long as the defaulting party acts in accordance with a commercially reasonable plan of action to minimize the effect of such default prepared by the defaulting party and delivered to the other party. If Owner believes that any alleged termination is improper, Owner may file suit in the proper court challenging such termination. OWNER'S SOLE REMEDY WILL BE REINSTATEMENT OF THIS AGREEMENT AND SPECIFIC PERFORMANCE BY THE COUNTY, PLUS RECOVERY OF ATTORNEYS' FEES AND COURT COSTS IF PERMITTED BY LAW. In the event of default which remains uncured after all applicable notice and cure periods, the County may pursue the remedies provided for in Paragraph VII(D) and (E) below or the preceding Paragraph IV(D), as applicable.
- B. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of Force Majeure. Notwithstanding any other provision of this Agreement to the contrary, in the event a party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement (other than any obligation to make payment of any amount when due and payable hereunder), the obligation of such party, so far as it is affected by such

Force Majeure, shall be suspended during the continuance of any condition or event of Force Majeure, but for no longer period, and such condition or event shall so far as possible be remedied with all reasonable dispatch. The party prevented or hindered from performing shall give prompt (but in no event later than twenty business days after the occurrence of such event) notice and reasonably full particulars of such event to the other party and shall take all reasonable actions within its power to remove the basis for nonperformance (including securing alternative supply sources) and after doing so shall resume performance as soon as possible. The settlement of strikes or lockouts or resolution of differences with workers shall be entirely within the discretion of the affected party, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or differences by acceding to the demands of the opposing party in such strike, lockout or difference when such course is inadvisable in the reasonably exercised discretion of the affected party.

- C. The County shall notify Owner and any Lender (but only if the County has been provided with the name and notice information of the Lender) of any default by delivery of a Default Notice in the manner prescribed herein. The Default Notice shall specify the basis for the declaration of default, and Owner shall have the periods of time specified in Paragraph VII(A) above to cure any default. If Owner provides notice to the County of the existence of a Lender under Paragraph IX(E) and includes the Lender's contact information, then the County shall be required to deliver a copy of any Default Notice to the Lender at the same time that it delivers the Default Notice to Owner. Such Lender shall have the right to cure any Owner default on Owner's behalf and shall be entitled to the same cure periods provided for Owner under this Agreement.
- D. As required by section 312.205 of the Texas Tax Code, if an Owner default remains uncured after all applicable notice and cure periods, the County shall be entitled to cancel the Agreement and recover the property tax revenue abated under this Agreement through the cancellation date, less any and all PILOTs made by Owner to County under this Agreement. Owner agrees to pay such amounts within sixty (60) days after the cancellation of this Agreement.
- E. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE) AND RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(D) OF THIS AGREEMENT OR PARAGRAPH IV(D) OF THIS AGREEMENT (BUT LESS ANY AND ALL PILOTS MADE BY OWNER PRIOR TO CANCELLATION), ALONG WITH ANY REASONABLY INCURRED COURT COSTS AND ATTORNEYS' FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO TAKE ANY ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION

AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

F. Any Default Notice delivered to Owner and any Lender under this Agreement shall prominently state the following at the top of the notice:

#### NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN THE TIME PERIODS PROVIDED BY THE AGREEMENT SHALL RESULT IN CANCELLATION OF THE TAX ABATEMENT AGREEMENT AND, IF PERMITTED, RECAPTURE OF TAXES ABATED PURSUANT TO THE AGREEMENT.

#### VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute, or regulation of the County or the State of Texas.

# IX. Assignment of Agreement

- A. Owner may assign this Agreement, in whole but not in part, to an Affiliate without County's prior consent such that the Affiliate shall become the party to the Agreement and Owner shall no longer be a party to the Agreement. Owner shall provide notice to the County of any assignment to an Affiliate. Owner's assignment of the Agreement to an Affiliate shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County. After the assignment becomes final, the Affiliate shall be solely liable for all of the obligations to the County under this Agreement.
- B. Owner may assign this Agreement, in whole but not in part, to a third party other than an Affiliate such that the third party shall become a party to the Agreement and Owner shall no longer be a party to the Agreement only after obtaining the County's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment by Owner to a party other than an Affiliate without first obtaining the consent of the County shall be a default under this Agreement subject to the notice provisions, cure provisions, remedies, and other terms and conditions of Article VII above. Owner shall give the County forty-five (45) days' written notice of any intended assignment to a party other than an Affiliate, and the County shall respond with its consent or refusal within thirty-five (35) days after receipt of Owner's notice of assignment. Owner's assignment of the Agreement shall be final only after the execution of a formal assignment document between Owner and the assignee and the delivery of notice of the execution of such assignment agreement to the County. After

the assignment becomes final, the third party shall be solely liable for all of the obligations to the County under this Agreement. Neither Owner's notice of an intended assignment nor the County's formal consent to an intended assignment shall constitute an assignment of the Agreement, and Owner's request for a consent to assignment shall not obligate owner to assign the Agreement.

- C. No assignment under Paragraph IX(A) or IX(B) shall be allowed if (a) the County has declared a default hereunder that has not been cured within all applicable notice and cure periods, or (b) the assignee is delinquent in the payment of ad valorem taxes owed to the County or any other taxing jurisdiction in the County.
- D. The parties agree that a transfer of all or a portion of the equity interests in Owner to a third party, after which transfer Owner remains the party to this Agreement, remains liable for all of the obligations under this Agreement, and remains the sole owner of all of the Improvements, shall not require any consent of the County.
- E. Upon any assignment and assumption under Paragraph IX(A) of IX(B) of Owner's entire interest in the Agreement, Owner shall have no further rights, duties or obligations under the Agreement.
- F. In addition to its rights under Paragraph IX(A) and IX(B), Owner may, without obtaining the County's consent, mortgage, pledge, or otherwise encumber its interest in this Agreement or the Project to a Lender for the purpose of financing the operations of the Project or constructing the Project or acquiring additional equipment following any initial phase of construction. Owner's encumbering its interest in this Agreement may include an assignment of Owner's rights and obligations under this Agreement for purposes of granting a security interest in this Agreement. In the event Owner takes any of the actions permitted by this subparagraph, it may provide written notice of such action to the County with such notice to include the name and notice information of the Lender. If Owner provides the name and contact information of a Lender to the County, then the County shall be required to provide a copy to such Lender of all Notices delivered to Owner at the same time that the Notice is delivered to Owner. If Owner does not provide the name and contact information of a Lender to the County, then such Lender shall not have the notice rights or other rights of a Lender under this Agreement.

#### X. Notice

All Notices (including Default Notices) shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. All Default Notices shall be given by at least two (2) methods of delivery and

in a manner consistent with Section VII(F). All Notices (including Default Notices) shall be mailed or delivered to the following addresses:

To the Owner:

Armadillo Solar Center, LLC 812 San Antonio, Suite 500 Austin, Texas 78701

AND:

Jennifer Goodwillie

Senior Director, Development 812 San Antonio, Suite 500

Austin, TX 7871

To the County:

County Judge

County Judge H.M Davenport, Jr.

300 W. 3<sup>rd</sup> Avenue Corsicana, Texas 75110

AND:

City of Corsicana, Texas Corsicana Government Center

200 North 12th Street Corsicana, Texas 75110

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

#### XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

#### XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any dispute hereunder shall be exclusively in the state or federal district courts of the County.

#### XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

# XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines and Criteria or is inconsistent with any provision of the Guidelines and Criteria, the Guidelines and Criteria are deemed amended for purposes of this Agreement only.

## XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise, except those contained herein.

## XVI. Additional Attachments

The following additional documents are attached to this Agreement:

Attachment E: Copy of Owner's application for tax abatement

Attachment F: Estimated Tax Schedule for the Project

Attachment G: Copy of Owner's Environmental Impact Letter delivered to the

County

[remainder of this page intentionally blank]

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

NAVARRO COUNTY, TEXAS

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

Date: Movember 9, 2020

Jason Grant

Commissioner, Precinct 1

Eddie Perry Commission

Commissioner, Precinct 2

Eddle Moore

Commissioner, Precinct 3

James Olsen

Commissioner, Precinct 4

Attest: Sherry Dowd,

County Clerk

[signatures continue next page]

#### OWNER:

# ARMADILLO SOLAR CENTER, LLC A Delaware Limited Liability Company By Its Sole Member, Orsted Onshore DevCo, LLC By Its Sole Member, Orsted Onshore North America, LLC

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Print Name: Philip Moore

Print Title: Sr. Vice President - Development

#### Attachment A

# Attached is the Order Designating the Reinvestment Zone

88b 8



#### NAVARRO COUNTY COMMISSIONERS' COURT

#### PUBLIC HEARING NOTICE NAVARRO COUNTY

## **REINVESTMENT ZONE 20-101**

Navarro County is giving notice of the County's intent to consider establishing a reinvestment zone for approximately 2,332.614 acres in the White. Werner, Berry, Harris, Garlick, Matthews, McGarry, Church, Bright, Reeves and Stroder Surveys in Navarro County, Texas, for the benefit of Armadillo Solar Center LLC. A public hearing will be held on Monday, June 8, 2020, at 10:00 a.m. prior to the Commissioners voting on the matter.

FILED FOR RECORD

FAY 2 9 2020

Order	No.		
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# AN ORDER OF THE COMMISSIONERS OF NAVARRO COUNTY, TO CREATE AND DESIGNATE REINVESTMENT ZONE 20-101 PURSUANT TO CHAPTER 312, TEXAS TAX CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commissioners of Navarro County, Texas (the "County") desire to promote the development of a certain area within its jurisdiction by designating it a reinvestment zone; and

WHEREAS, the Commissioners desire to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in areas of the County and to provide employment to residents of the County; and

WHEREAS, the Commissioners desire to promote the development or redevelopment of a certain geographic area within its jurisdiction by the creation of a reinvestment zone for commercial/industrial reinvestment, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312, Texas Tax Code (the "Act"); and

WHEREAS, the County held a public hearing on April 13, 2020, after publishing notice of such hearing, and giving written notice to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the County, at such hearing, invited any interested person, or his attorney, to appear and contend for or against the creation of the reinvestment zone, whether all or part of the territory described in the ordinance calling such hearing should be included in such proposed reinvestment zone, and considered the concept of tax abatement; and

WHEREAS, by the approval of a Resolution on October 22, 2018, the County has approved Tax Abatement Guidelines, Criteria and Policies; and

WHEREAS, it is the belief of the County that the premises do not include any property that is owned or leased by a member of the Commissioners Court or any other board or commission of the County having responsibility for the approval of the agreement. The parties recognize, and understand, that any property so owned is excluded by law from the property tax abatement.

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

#### SECTION 1.

#### FINDINGS OF COMMISSIONERS

The County, after conducting such hearings and having heard such evidence and testimony, has made the following finding and determinations based upon the testimony presented to it:

A. That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by

law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and

- B. That the boundaries of the reinvestment zone should be described and depicted in the attached Exhibit "A and B"; and
- C. That the creation of the reinvestment zone for commercial industrial tax abatement with the boundaries as described in Exhibits "A and B" will result in benefits to the County and to the land included in the zone, the improvements sought are feasible and practical, and would be a benefit to the land included in the reinvestment zone after the expiration of an agreement entered into under Section 312.204 of the Act; and
- D. That the reinvestment zone defined in Exhibits "A and B" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.201 of the Act; and
- E. That it would reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would contribute to the economic development of the county.

#### SECTION 2.

This Resolution shall become effective from and after its passage.

#### SECTION 3.

The zone shall take effect on the effective date of this Resolution and shall be in effect for five (5) years from that date, unless a longer period is authorized by law.

PASSED and APPROVED on this 8 day of June 2020

H.M. Davenport, Jr.

ATTEST

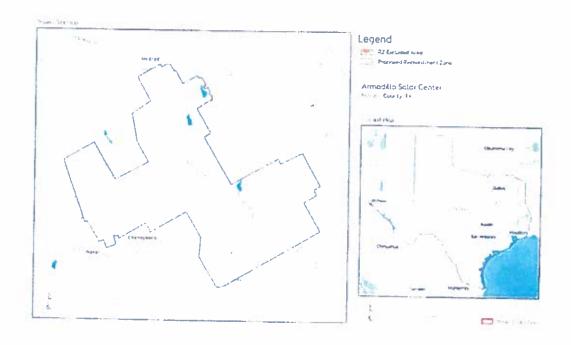
Sherry Down

**EXHIBITS ATTACED:** 

A. Location Map

B. Description

# Proposed Reinvestment Zone for Armadillo Solar Center LLC



 $\underline{\underline{Exhibit \, B}}\\ Legal \ description \ of \ the \ reinvestment \ zone$ 

Grantee	SURVEY	ABSTRACT	COUNTY
F SHRIVER	JOHN WHITE		NAVARRO
JOHN WERNER	J WERNER		NAVARRO
J BARRY	JAMES B BARRY	93	
JHARRIS	JOHN HARRIS		NAVARRO NAVARRO
H GARLICK	HENRY GARLICK		NAVARRO
E GARLICK	EDWIN GARLICK	314	
J MATTHEWS	JAMES D MATTHEWS	537	NAVARRO
D MCGARY	DH MCGARY		NAVARRO
T CHURCH	THOMAS CHURCH	194	NAVARRO
S BRIGHT	SD BIRGHT		
SREEVES	SAMUEL P REEVES		NAVARRO
J. STRODER	JOHN STRODER		NAVARRO NAVARRO

Acres	Parcel ID	Landowner
113,03	43954	Mike Miller, Vic Miller, Rhonda Sherman
50.89	44237	Mike Miller, Vic Miller, Rhonda Sherman
7.6	36382	Mike Miller, Vic Miller, Rhonda Sherman
91.609	42914	Mike Miller, Vic Miller, Rhonda Sherman
3	42476	Mike Miller, Vic Miller, Andra Miller
119.5	43955	Andra Miller
138.638	85945	Scott Miller, Stacy Rogers, Suzanne Keck
14.77	42403	Scott Miller, Stacy Rogers, Suzanne Keck
559.1	42389	Peggy Herod
38.95	43943	Peggy Herod
46	43944	Peggy Herod
85,47	43942	Peggy Herod
121.5	42388	Peggy Herod
10	57426	Peggy Herod
80	57425	Peggy Herod
81.49	43953	W&J Solar Properties, LLC
6	42392	W&J Solar Properties, LLC
150	42402	W&J Solar Properties, LLC
136	42404	W&J Solar Properties, LLC
40.45	42365	Chad Kindle
47	42370	Chad Kindle
52.5	42900	Chad Kindle
166.912	42361	Chad Kindle
100	42363	Chad Kindle
63	42362	Chad Kindle
8,85	42391	Chad Kindle
3.355	50176	Richard & Stephanie Mcvay

Exhibit B
Parcel ID's included in the Reinvestment Zone

Acres	Parcel ID	Landowner
113.03	43954	Mike Miller, Vic Miller, Rhonda Sherman
50.89	44237	Mike Miller, Vic Miller, Rhonda Sherman
7.6	36382	Mike Miller, Vic Miller, Rhonda Sherman
91.609	42914	Mike Miller, Vic Miller, Rhonda Sherman
3	42476	Mike Miller, Vic Miller, Andra Miller
119.5	43955	Andra Miller
138.638	85945	Scott Miller, Stacy Rogers, Suzanne Keck
14.77	42403	Scott Miller, Stacy Rogers, Suzanne Keck
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3.355	50176	Richard & Stephanie Mcvay

Attached is a copy of the Guidelines and Criteria.

14

# RESOLUTION NO. 2020.09

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

WHEREAS, Chapter 312 of the Texas Tax Code requires that a taxing unit adopt a resolution stating that it elects to become eligible to participate in tax abatement; and

WHEREAS. Chapter 312 of the Texas Tax Code requires cities, which elect to participate in tax abatement programs, to establish guidelines and criteria governing the designation of reinvestment zones and tax abatement programs prior to granting any future tax abatement; and

WHEREAS, to assure a common coordinated effort to promote economic development with the City of Corsicana, the Guidelines and Criteria should be adopted; and

WHEREAS, any tax incentives offered by Navarro County should be limited to those companies that create new wealth within the Navarro County; and

WHEREAS, Navarro County reestablishes the previous Tax Abatement Policy approved and adopted on October 22,2020.

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

#### SECTION 1.

The Tax Abatement Guidelines, Criteria and Policy for the Navarro County, Texas attached hereto as Exhibit "A" is hereby reestablished as the guidelines and criteria governing tax abatement in Navarro County. The Tax Abatement Guidelines, Criteria and policy shall be effective for two (2) years from the date of this resolution, and may be amended or repealed by a vote of three-fourths (3/4) of the members of the Commissioners Court. The Commissioners Court hereby elects to participate in tax abatements.

#### SECTION 2.

This resolution shall become effective upon passage.

PASSED and APPROVED by majority vote of the Commissioners Court of Navarro County, Texas, this 12th day of October, 2020.

APPROVED:

H.M. Davenport, J., County Judge

ATTEST: "?05

Sherry Dowd, County Clerk

#### EXHIBIT A

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

#### SECTION I. AUTHORITY, PURPOSE AND OBJECTIVES

- 1.01 Navarro County is committed to the promotion of high quality development in all parts of the County; and to ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, Navarro County will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Navarro County. It is the policy of Navarro County to make available tax abatement for both new facilities and for the expansion or modernization of existing buildings or structures. For the purpose of establishing a policy on economic development incentives, and pursuant to Chapter 312 of the Texas Property Tax Code, Navarro County, Texas (hereinafter referred to as "County") is authorized to designate Reinvestment Zones and to enter into tax abatement agreements in all areas of the County.
- 1.02 Section 312,002 of the Texas Property Tax Code requires that the County establish guidelines and criteria governing tax abatement agreements. These guidelines and criteria are for the purpose of promoting the efficient and reasonably consistent administration of tax abatement incentives. These guidelines are effective for two (2) years from the date adopted by the Commissioners Court for Navarro County (hereinafter referred to as "Commissioners Court").
- 1.03 These guidelines and criteria, and the procedures established herein, do not
  - Limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement,
  - Limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax abatement, and
  - c. Create any property right, contract right or other legal right to any person, or firm, or corporation to have the Commissioners Court consider or grant a specific application for a specific request for tax abatement.
- 1.04 The County is committed to the promotion of quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the County will, on a case-hy-case basis, give consideration to providing tax abatement as stimulation for economic development in the County. It is the policy on economic development incentives for the County that said consideration will be provided in accordance with the guidelines, criteria and procedures outlined in this document. Nothing herein shall imply or suggest that the County is under any obligation to provide any incentive to any applicant. All applicants shall be considered on a case-by-case basis.

#### **SECTION 2. DEFINITIONS**

- 2.01 "Abatement" means the full or partial exemption from ad valorem taxes of certain real property values and/or tangible personal property values in a reinvestment or enterprise zone designated by the County for economic development purposes.
- 2.02 "Agreement" means a contractual agreement between a property owner and/or lessee and the County...
- 2.03 "Base Year" means the calendar year in which the abatement contract is executed (signed).
- 2.04 "Base Year Value" means the assessed value of eligible property January I preceding the execution of the agreement plus the value of eligible property improvements and Tangible Personal Property made after January 1, but before the execution of the Agreement, and which property is owned by the owner, co-owner, and/or its parent companies, subsidiaries, partners, co-venturers, or any entity exercising control over the owner or subject to control by the owner.
- 2.05 "Deferred Maintenance" means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.
- 2.06 "Eligible Facilities" or "Eligible Projects" means new, expanded or modernized buildings and structures, tangible personal property as defined in the Texas Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a henefit to the property and that would contribute to the economic development within the County, including facilities which are intended primarily to provide goods and/or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments, Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.
- 2.07 "Expansion" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity; and/or, a property previously undeveloped which is placed into service by means other than expansion or modernization.
- 2.08 "Modernization" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment.
- 2.09 "New Facility" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.
- 2.10 "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

2.11 "Tangible Personal Property" means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the investment or enterprise zone at any time before the period covered by the agreement with the County.

#### SECTION 3. REINVESTMENT ZONE DESIGNATION

- 3.01 A Reinvestment Zone may only be designated in accordance with Subchapter B of Chapter 312 of the Texas Property Tax Code, as amended. The procedures set forth in this section apply to County-created reinvestment zones.
- 3.02 A Reinvestment Zone under § 312.201 of the Texas Property Tax Code may by ordinance be designated by the Commissioners Court, in an area of the County, that is found by the County to satisfy the requirements of § 312.202 of the Texas Property Tax Code.
- 3.03 An area may be designated as a Reinvestment Zone if the Commissioners Court, after a public hearing on the proposed designation, finds that the designation would contribute to the retention or expansion of primary employment within the County or would attract major investment in the Reinvestment Zone and would contribute to the economic development of the County.
- 3.04 A public hearing on the proposed Reinvestment Zone designation must be held prior to the findings and action of the Commissioners Court on the proposal. At this hearing, all interested persons are entitled to speak and present evidence for or against the designation. Not later than the seventh (7\*) day before the date of the public hearing, notice of the public hearing shall be:

  (1) published in a notice in a newspaper having general circulation in the County, and (2) delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the Reinvestment Zone. The public hearing must also be posted as an agenda item on the Commissioners Court agenda to comply with the Tax Code and the Texas Open Meetings Act.
- 3.05 A delivered notice made under subsection 3.04 in the paragraph above is presumed to be delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.
- 3.06 If the Commissioners Court finds that designation of the area as a Reinvestment Zone is proper, such proposed designation shall be put to a vote of the Commissioners Court, and will pass if a majority of the members of the Commissioners Court in attendance vote to approve the designation.
- 3.07 The ordinance of the Commissioners Court designating the area as a Reinvestment Zone (Zone) shall contain a description of the boundaries of the Zone and the eligibility of the zone for residential tax abatement, or commercial-industrial tax abatement, or tax increment financing as provided for in Chapter 311 of the Texas Property Tax Code.
- 3.08 The designation of the Reinvestment Zone may be for a period of up to five (5) years. No designation shall exceed five (5) years, and may be for a shorter period at the discretion of

the Commissioners Court. The designation shall automatically expire five (5) years after the date of the designation unless renewed by the Commissioners Court for subsequent periods not to exceed five (5) years each. Pursuant to § 312.203 of the Texas Property Tax Code, the expiration of the designation of a Reinvestment Zone does not affect an existing tax abatement.

- 3.09 Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act (Chapter 2303, Government Code) constitutes designation of the area as a Reinvestment Zone without further hearing or other procedural requirements other than those set out in the Texas Enterprise Zone Act.
- 3.10 Pursuant to § 312,002 and § 312.204(a) of the Texas Property Tax Code, the County may agree in writing with the owner of taxable real property that is located in a reinvestment zone, but that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed ten (10) years, on the condition that the owner of the property make specific improvements or repairs to the property.
- 3.11 Section 312,204(b) of the Texas Property Tax Code requires that the agreements made with the owners of property in a reinvestment zone contain identical terms for the portion of the value of the property that is to be exempt and the duration of the exemption.

#### SECTION 4. ABATEMENT AUTHORIZED

- 4.01 Tax Ahatement is authorized, subject to the approval of the Commissioners Court and execution of a lawful tax abatement agreement, for properties located within a Reinvestment Zone designated by the Commissioners Court or other authorized taxing jurisdiction.
- 4.02 <u>Authorized Facilities:</u> Tax abatement may be granted for new facilities and for expansion or modernization of existing facilities. The Productive Life of a facility or improvements must exceed the life of the tax abatement agreement.
- 4.03 <u>Eligible Property:</u> Tax abatement may be granted for Eligible Facilities or Projects and increased value to real property or tangible personal property to the extent allowed by state law.
- 4.04 <u>Value of Abatement:</u> Eligible Facilities may be granted abatement on all or a portion of the increased value of eligible property over the Base Year for a period to be determined by the Commissioners Court. Taxes may be abated for real property or improvements, to the extent that the value of the real property exceeds the value for the Base Year. Taxes on eligible Tangible Personal Property may be abated to the extent of additions, but cannot be abated for Tangible Personal Property located on the real property at any time before the period covered by the tax abatement agreement, and cannot be abated for inventory and supplies.
- 4.05 Pursuant to § 312.007 of the Texas Property Tax Code, public notice of a meeting at which the governing body will consider approval of a tax abatement agreement with a property owner must
  - the name of the property owner and the name of the applicant for the tax abatement agreement;
  - (2) the name and location of the reinvestment zone in which the property subject to the agreement is located;

- (3) a general description of the nature of the improvements in which the property subject to the agreement is located;
- (4) the estimated cost of the improvements.

The notice required in this section must be provided at least 30 days prior to the scheduled meeting.

#### SECTION 5. CRITERIA FOR TAX ABATEMENT

- 5.01 The following threshold criteria shall be used to determine whether any tax abatement incentives shall be considered:
  - a. The project must create an investment of at least five hundred thousand dollars (\$500,000.00) in property improvements or in personal property must be made, not including purchase price of the land.
  - b. At the discretion of the Commissioners Court, a partial (investment pro-rated) tax abatement may be granted in the event the project does not create a capital investment of at least five hundred thousand dollars (\$500,000.00) in property improvements or in personal property, but other threshold requirements must be met.
  - The project must create at least fifteen (15) new, full time equivalent jobs (40 hours per week).
  - d. A partial (employment pro-rated) tax abatement may be granted in the event the project does not create at least fifteen (15) new, full time jobs, but other threshold requirements must be met. The partial (employment pro-rated) tax abatement shall be calculated as a ratio of actual new, full time jobs created (numerator) and the threshold employment level (fifteen [15] new jobs) (denominator) multiplied by the percentage tax abatement granted for the capital investment and the creation of fifteen (15) new jobs.
  - The project must obtain all required permits and meet all relevant planning and zoning requirements as applicable.
- 5.02 In addition to the minimum requirements stated above, the following subjective criteria shall be considered prior to granting any economic development incentive:
  - a. Is the project consistent with the preferred development or redevelopment of the County?
  - b. What types and cost of public improvements and services (roads, bridges, etc.) will be required of the County? What types and values of public improvements, if any, will be made by the applicant?
  - c. What impact will the project have on the local consumer and business communities?

d. How many full time jobs directly and indirectly are created by the Company?

#### SECTION 6. DISCRETION OF THE COUNTY

- 6.01 It is the policy of the County to customize offers of economic development incentives on a case- by-case basis. The individualized design of a total incentive package is intended to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the County to better respond to the changing needs of the community.
- 6.02 The criteria outlined in Section 5 above will be used to determine whether it is in the best interest of the County to provide any economic development incentives to a particular applicant. The degree to which the specified project furthers goals and objectives of the County and the relative impact of the specified project will be used to determine the total value of the incentives provided. As a general rule, no tax abatement will be provided to any applicant in an amount exceeding the value of the following:
  - a. No incentive shall be provided which abates taxes on real property or personal property by more than a total of five hundred percent (500%) over ten (10) years of the specific project (i.e., 50% level of abatement for a term of 10 years). For capital investments greater than \$500 million, the Commissioners Court may at their discretion, consider granting abatements up to a total of seven hundred percent (700%) over ten (10) years.
  - b. An Eligible Project located within the boundaries of County that meets all tax abatement criteria stated herein is eligible for, but not entitled to, the maximum tax abatement.

# SECTION 7. APPLICATION PROCEDURES

- 7.01 Any developer desiring that the County consider providing economic development incentives to encourage location of an Eligible Project within the County shall be required to comply with the following application procedures and process. However, nothing within these guidelines shall imply or suggest that the County is under any obligation to provide any incentive to any applicant.
- 7.02 Applicant shall file an application for tax abatement (Exhibit 1) with the County which shall include at least the following information to be considered, if applicable, in the determination whether to grant tax abatement.
  - a. A cover letter on Company letterhead addressed to the County Judge from the Company signed by a corporate officer requesting tax abatement consideration by the Commissioners Court.
  - A survey plat showing the precise location of the property, all roadways proximate to the site, and all existing zoning (as applicable) and land uses proximate to the site.

- A metes and bounds legal description of the property considered for designation as a reinvestment zone.
- A completed Application for Tax Abatement consisting of the following data and information:
  - Date of application;
  - 2. Name of firm, partnership, or corporation and mailing address,
    - (a) Previous tax abatement received from County (Yes/No):
    - (b) If previous abatement has been received, date it was received
  - 3. Number of new full time (40 hour work week) employees to be added;
  - 4. Number of acres of property to be developed
    - (a) Plat of property and development or site plan attachment (Yes/No);
  - Estimated value of existing real property to be developed;
  - Estimated value of real property improvements;
  - Estimated value of existing inventory;
  - Estimated value of inventory to be added;
  - Estimated value of existing personal property;
  - 10. Estimated value of taxable personal property improvements;
  - 11 Total estimated value of taxable investment to be made;
  - Description of public services for project development and new facilities and/or services required;
  - Development schedule for all improvements;
  - 14. Estimate impact on the local school district(s):
  - Expected benefit to the local economy;
  - Estimated annual payroll of new employees;
  - Description or product to manufactured or distributed;
  - 18. Expected Productive Life of all real property improvements;

- 19. Identification and quantity of all pollutants and emissions;
- Certification of no materially adverse environmental impact as a result of the improvements and operations;
- Certification that project is compliant with relevant zoning requirements;
- Declaration by company official with signature that all information provided is correct.
- Reasonable proof of financial ability.
- References from past communities, if applicable.
- c. An environmental compliance letter (Exhibit 2) addressed to the County Judge written on company letterhead and signed by a company official confirming that the proposed project will fully comply with all requirements and regulations from the U.S. Environmental Protection Agency, Texas Commission on Environmental Quality, and all local environmental requirements, regulations, and codes.

#### SECTION 8. ABATEMENT AGREEMENT

- 8.01 Not later than the seventh (7<sup>a</sup>) day before the date on which the County enters into the tax abatement agreement (Agreement), the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the Agreement. The notice shall include a copy of the prepared Agreement.
- 8.02 The County shall formally pass a resolution authorizing the execution of an agreement with the owner (hereinafter referred to as Company). The Agreement shall contain at least:
  - The Base Year Value;
  - The percent of value to be abated each year;
  - The commencement date and the termination date of abatement;
  - The proposed use of the facility, property survey and property description, and list of property improvements;
  - e. Contractual obligations in the event of default;
  - f. A provision for access to and authorization for inspection of the property by County employees to make certain the improvements or repairs are being made according to the specifications and conditions of the agreement;

- g. A provision for access to and authorization for inspection by appraisal district representatives for ad valorem property tax appraisal for all real property, improvements to real property, tangible personal property, inventory and equipment.
- The limitations on the uses of the property consistent with the general purpose
  of encouraging development and/or redevelopment of the zone during the period that
  property tax exemptions are in effect;
- A provision for recapturing property tax revenue lost as a result of the agreement in accordance with Section 9;
- A provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors be encouraged to seek qualified workers through the Texas Workforce Commission;
- k. Each and every term and condition agreed to by the County and the Company:
- A requirement that the Company certify annually to governing body of each taxing unit granting tax abatement is in compliance with applicable terms and conditions of the agreement; and
- m. All terms required by Texas Property Tax Code § 312.205, as amended, and any other terms deemed appropriate by the Commissioners Court.

### SECTION 9. RECAPTURE OF TAXES AND TERMINATION OF AGREEMENT

- 9.01 The Commissioners Court shall have the authority to require recapture of all taxes abated in the event the Company violates any term or condition of the Agreement.
- 9.02 In the event that the facility is completed and begins operation as required by the Agreement, but during the term of the Agreement subsequently discontinues such operation, or fails to maintain property values as required by the Agreement, for any reason excepting fire, explosion, or other casualty or accident or natural disaster, then the Agreement may terminate and all taxes previously abated by virtue of the Agreement shall be recaptured and paid to the County within sixty (60) days of the termination.
- 9.03 In the event that the company or individual:
  - allows its ad valorem taxes owed the County or other affected jurisdiction to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or
  - b. fails to make improvements or repairs as provided in the Agreement, the Agreement then shall be terminated and all taxes previously abated by virtue of the Agreement shall be recaptured and paid within sixty (60) days of the termination.
- 9.04 Should the County determine that the Company or individual is in default according to the terms and conditions of the abatement agreement, the County shall notify the company or individual, in

writing, at the address stated in the agreement, and if such non-compliance is not resolved within sixty (60) days from the date of such notice, then the agreement shall be terminated.

### SECTION 10. AMENDMENTS TO THESE GUIDELINES AND CRITERIA

The guidelines and criteria adopted herein shall not be amended or repealed except by three-fourths (3/4°) vote of the Commissioners Court.

### SECTION 11. EFFECTIVE DATE

These guidelines and criteria adopted herein shall be effective from the date of passage and remain effective for two (2) years from such date of adoption, unless otherwise repealed or amended by a three-fourths (3/4) vote of the Commissioners Court for the Navarro County, Texas.

### **EXHIBITS:**

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

### EXHIBIT 1 - APPLICATION FOR TAX ABATEMENT

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TYPE  All  MOSE  SOUD WASTE  TWASTEMATER  TO Certification of no materially adverse environments and open  25. Project in comprance with relevant zonce  26. Project in comprance with relevant zonce  27. Repair able proof of faulticial story  28. References from past communities. A age  1 seame after claims on notes document and any  1 seame after claims on notes document and any  1 sign  1 berself after the claims on notes.  1 seame  1 seame after the claims on the seame and any  1 story  1 seame.	QUANTITY
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TYPE  AIR  MOSE  SOLD WASTE  WASTEWATER  THE CERTIFICATION OF THE CHARTER  THE CERTIFICATION OF THE CHARTER  THE CERTIFICATION OF THE CHARTER  THE CHARTER AT COMMENTED WITH THE CHARTER AT COMMENTED AT CHARTER  THE CHARTER AT CHARTER AT CHARTER AT CHARTER  THE CHARTER AT CHARTER AT CHARTER AT CHARTER  SOUNDED AT CHARTER AT CHARTER AT CHARTER  SOUNDED AT CHARTER	QUANTITY

### EXHIBIT 2 - SAMPLE ENVIRONMENTAL COMPLIANCE LETTER

### CORPORATION LETTERHEAD

DATE

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

Dear Judge Davenport:

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

Sincerely,

(Signature block)

### Attachment C

### Description of the Site

Armadillo Solar Center, LLC plans to construct a 175-200 MW solar farm (the "Project") in Navarro County. All qualified property in the reinvestment zone and project boundary is within Mildred ISD.

Solar equipment selection is ongoing at this time and has not been finalized. The exact number of PV panels and their capacity will vary depending upon the panels and the inverters selected, manufacturer's availability and prices, ongoing engineering design optimization, and the final megawatt generating capacity of the Project when completed.

Construction of the project will include, but is not limited to, the following: solar modules/panels, metal mounting system with tracking capabilities, battery or battery system, underground conduit, communication cables, electric collection system wiring, combiner boxes, DC-to-AC converter stations, a project substation including breakers, a transformer, and meters, overhead transmission lines, inverter boxes on concrete pads, operations and maintenance facility, fencing for safety and security, telephone and internet communication system, access and service roads, and meteorological equipment to measure solar radiation and weather conditions.

Armadillo Solar Center, LLC plans to construct a 200 MWac solar electric generating facility, Armadillo Solar Center, in Navarro County. The estimated total investment for the project is \$204,250,000.000. Solar equipment selection is ongoing at this time and has not been finalized. The exact number of PV panels and their capacity will vary depending upon the panels and the inverters selected, manufacturer's availability and prices, ongoing engineering design optimization, and the final megawatt generating capacity of the Project when completed.

Construction of the project will include, but is not limited to, the following: solar modules/panels, metal mounting system with tracking capabilities, battery or battery system, underground conduit, communication cables, electric collection system wiring, combiner boxes, DC-to-AC converter stations, a project substation including breakers, a transformer, and maters, overhead transmission lines, inverter boxes on concrete pads, operations and maintenance facility, fencing for safety and security, telephone and internet communication system, access and service roads, and meteorological equipment to measure solar irradiation and weather conditions.

Armadilio Solar Center will be construction in the eastern portion of the county across approximately 26 parcels of leased land.

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

Water:	TBD	
Wantewater:	TBD	
Ratheraya:	TBD	
Natural Gas:	TBD	
Electricity:	TBD	¥I;

13. One Year Development Schedule for all improvements.

1st Chr	2022	Commencement of Construction
2nd Ox	2023	Commercial Operations Commence
3rd Qua		
4th Qua	arter:	

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

The City of Cornic ann Economic Development Department 200 North 12th Street, Cornicana, Texas 75110

2018	APPLICATION FOR	TAX ABA	TEMENT	(Page 2
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14. Expected impact on the Corsicana Independent School District.

The establishment of Armsdillo Solar Center, LLC with have no impact on Corsicana Independent School District, as 160% of the project is located in Mildred Independent School District

15. Expected benefit to the local economy.

The Armsdillo Solar Center will provide a significant economic boost to the local community over the life of the project. The project will generate stable income for project landowners and new tax revenue for the Mildred Independent School District, Navarro County, Navarro College, and other taxing entities. The project will create at least 200 jobs during construction and will require ongoing support for operations and maintenance

16. Estimated annual payroll of new employees.

Armadilio Solar Center, LLC estimates that the payroll will be over \$100,000 per year during operations.

17. Description of product to be manufactured or distributed.

solar-generated electricity

18. Expected productive life of all real property improvements.

There will be no real properly improvements; however, the anticipated life of the solar facility is 35 years.

19 Identification and quantity of all Pollutants and Emissions:

TYPE QUANTITY APR: MC2000 N/A SOLED WASTE: WASTEWATER TBD

20. Certification of no materially adverse environmental impact

as a result of the improvements and operations

Yes. See attached

21 Project in compliance with relevant zoning requirements. Yes

22. Reasonable proof of financial ability.

CST

23. References from past communities, if applicable.

I declare that the information in this decement and any attachments in true and correct to the facel of my inconfucing and ballet. Elstonia Mounte

1	hera	>		

Phone 434-987-7889 91120

Shinbe	fBy (Please Print)
Name	Victoria Alexander
Title:	Project Margor, Conductor
Date:	11.Car. 79

Received by the City of Consistere							
Marrie.							
Title							
Date:							

For existence in completing his form call the City of Consistent Texas - 900 life 400s. An Equal Opportunity Employee

The City of Corrients Economic Development Department

200 North 12th Street, Corne and, Tenn 75110

### Attachment F

Estimated Tax Schedule for Armadillo Solar Center LLC

E IOI A	2 121	adillo Solar Center LLC	_					
Years		Estimated Taxable Value	County PILOT \$/MW		Road & Bridge PILOT #/MW		County + Road & Bridge Estimated PILOT (2023- 2032) and Taxes (2033- 2042)	
2023	\$	156,403,927.00	\$	525.00	\$	367.00	\$	156,100.00
2024	\$	134,688,169.00	\$	525.00	\$	367.00	\$	156,100.00
2025	÷	113,575,765.63	\$	525.00	\$	367.00	\$	156,100.00
2026	\$	93,570,703.63	\$	525.00	\$	367.00	\$	156,100.00
2027		61,750,902.50	\$	525.00	\$	367.00	\$	156,100.00
2028	\$	48,052,110.31	\$	525.00	\$	367.00	\$	156,100.00
2029		33,259,500.89	\$	525.00	\$	367.00	\$	156,100.00
2030		25,020,625.00	\$	525.00	\$	367.00	\$	156,100.00
2031	\$	25,020,625.00	\$	525.00	\$	367.00	\$	156,100.00
2032	\$	25,020,625.00	\$	525.00	\$	367.00	\$	156,100.00
2033	\$	25,020,625.00		n/a		n/a	\$	154,627.46
2034		25,020,625.00		n/a i		n/a	\$	154,627,46
2035	\$	25,020,625.00		n/a		n/a	\$	154,627.46
2036	\$	25,020,625.00		n/a		n/a	\$	154,627,46
2037	\$	25,020,625.00		n/a	_	n/a	\$	154,627.46
2038	_	25,020,625.00		n/a		n/a	\$	154,627.46
2039	<u> </u>	25,020,625.00		n/a		n/a	\$	154,627.46
2040	<u> </u>	25,020,625.00		n/a		n/a	\$	154,627.46
2041	\$	25,020,625.00		n/a		n/a	\$	154,627.46
2042	\$	25,020,625.00		n/a		n/a	\$	154,627.46

Total MW 175

### Attachment G

### Copy of Environmental Impact Letter



Exhibit E

th.M Davenoort, Jr., County Judge Navarro County, Taxas 300 West 3rd Avenue Corsicana, TX 75110

Honorable Judge Davenport

The purpose of this correspondence is to provide that the planned \$204.250,000 project of Armadillo Solar Center at its Navarro County, Taxas location will have no unacceptable environmental impect according to the Environmental Protection Agency (EPA). Texas Commission on Environmental Quality (TCEQ), and the Navarro County, Taxas codes, guidelines, and environmental regulations.

Armadillo Soiar Center, LLC, a Delaware limited hability company
By. Orsted Orshore Devop. LLC, a Delaware limited liability company
By. Orsted Orshore North America, LLC, a Delaware limited liability company

Nama: Philip Moore

16 Sr. Vice President

### Auditor's Office of

Navarro County Fixed Asset

Asset 4: 41 4951 8004159
Item: Shr-dder.
Model: C-380
Serial Number: 0/0105 ED 000304

Novarro County

Needs declared Salvage.





Stanley Young - Director
Osha Joles -911 Addressing
Scott Wiley - Environmental Services

601 N. 13th Street Suite 1 Corsicana, Texas 75110

Phone: (903) 875-3312 Fax: (903) 875-3314 APPLICATION FOR A ZONING DISTRICT CHANGE Name of applicant: Armadillo Solar Center, LLC Address: 812 San Antonio Street, #500 City, state, zip code: Austin, TX 78701 Phone number: 434-529-0374 Address or location where zoning change is being requested: (a survey plat or deed with property description must be attached) Please see attached Current zoning classification: Agriculture Proposed zoning classification: Industrial Proposed use of property: Solar power electric generating facility Reason for zoning change: Armadillo Solar Center, LLC is requesting a rezoning application for a proposed solar electric generating facility from agricultural to industrial for a small portion of the Richard Chambers Lakeshore area district Name of property owner: Peggy Hamilton Herod Address: 1221 Lexington SQ City, state, zip code: Corsicana, TX 75110
Phone number: 903-229-0190 Phone number: In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below, to act in the capacity as my agent for the application, processing, representation and/or presentation of this request. Must be accompanied by attached affidavit. I understand that it is necessary for me or my authorized agent to be present at the Planning and Zoning Commission public hearing. Signature of Owner: Signature of Agent: Address of Agent: 812 San Antonio Street #500, Austin TX 78701 Phone number of Agent: 434-529-0374



Stanley Young - Director Osha Joles -911 Addressing Scott Wiley - Environmental Services

601 N. 13th Street Suite 1 Corsicana, Texas 75110

Phone: (903) 875-3312
Fax: (903) 875-3314
Date of Planning and Development Hearing: November 5th, 2020
Date of Commissioners Court Hearing: November 9th, 2020
This request will not be scheduled for public hearing until the attached application is completed, the fee paid and
returned to the office of Planning and Development.
Application must be accompanied by a list of all property owners within 200 feet of the boundaries of subject tract.
Legal description of property: (legal description must be attached)  See attached
Survey Name:
Survey Name: Abstract Number: Name Deed recorded in: Volume and page number:
Volume and page number:  Change in Zoning from: Agricultural to Industrial
Change in Zoning from: Agricultural to Industrial
State of existing neighborhood character:  a. Predominant land use:
Single Family Multifamily Commercial Industrial Vacant Agricultural X  b. Conditions: Sound _X Deteriorating Mixed  C. Are there dead restrictions which and by the conditions are supported by
c. Are there deed restrictions which could prevent this property from beg used in the manner herein proposed?  Yes NoX_
d. Have all persons having any financial interest in the request been listed or are signatories
to this application? YesX_No e. Will the area have any through traffic? Yes No _X_
f. Are there any pollution or environmental hazards or other objectionable hazards affecting
the proposed use? Yes No X
g. Is the site located in a floodplain? Yes _ X No
h. Is it in the watershed of any flood control structure? Yes No X
i. What is the predominant zoning in the area? Agricultural
j. Is the area developed the same as it is zoned? X Yes
k. Will the requested change alter a logical transition between zoning patterns? Yes No X
I. Are there any peculiarities of the proposed use that are likely to affect neighboring properties, such as
unusual or long hours, heavy traffic, lights, noise or trash? Yes X No
m. If yes, explain. The proposed rezoning will have slight traffic and lighting impacts for a 12  month period during the construction of the facility
month period during the constituction of the facility
Signature of owner: Date:



Stanley Young - Director
Osha Joles -911 Addressing
Scott Wiley - Environmental Services

601 N. 13th Street Suite 1 Corsicana, Texas 75110

Phone: (903) 875-3312

Fax: (903) 875-3314

### AFFIDAVIT FOR AUTORIZED AGENT

Description of property: (legal descrip	tion must be attached)
This is to be completed only I a persor	other than the owner is representing this application.
I,	hereby certify that I am the record owner of the property Armadillo Solar Center, LLC to act on my Zoning Change on this property.
Signature:	Date:
STATE OF TEXAS COUNTY OF NAVARRO KNOW ALL MEN BY THESE PRES	EENTS:
appeared,	a notary public in and for the State, on this day personally , known to me to be the person whose name nowledged to me that he executed the same for the purpose rated.
GIVEN UNDER MY HAND AND SE THIS THE DAY OF	
NOTARY PUBLIC IN AND FOR TH	MY COMMISSION EXPIRES

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

### **Legal Descriptions**

### Property ID: 43942

Legal Description: ABS A10590 D MCGARY ABST TRACT 11 85.47 ACRES

85.47 acres of land, more or less, out of the D. H. McGary Survey, A-590, Navarro County, Texas, being more particularly described as Fourth Tract in a Deed, dated January 8, 1960, from the First National Bank of Corsicana, Texas, Trustee under the Will and Estate of Robert E. Tatum, deceased to Snead Hamilton, recorded in Volume 667, Page 282 of the Deed Records, Navarro County, Texas, described as follows:

All that certain lot, tract or parcel of land situated, lying and being in Navarro County, Texas, known and described as 85.47 acres of land, more or less, being part of the D. H. McGary Survey, described as follows;

BEGINNING at the SE corner of said Survey from which a double P.O. brs. N 62 E 146 vrs; THENCE N 30 W 691 vrs. to stake in fence;

THENCE S 76 W with said fence which is the South line of P. J. Baker's 177 acre tract, 779 vrs. to a stake;

THENCE S 30 E 880 vrs. to stake in South line of said McGary Survey;

THENCE N 60 E 740 vrs. to the place of Beginning, and containing 102.97 acres of land, save and except 17-1/2 acres off of the east side of said 102.97 acres conveyed to E. A. Boyd by deed of record in Vol. 44, Page 13, of the Deed Records of Navarro County, Texas, and being the same property described in and conveyed by deed from Roy Graham, et ux, to H. E. Tatum, et al, dated December 20, 1943, recorded in Vol. 425, Page 90, of the Deed Records of Navarro County, Texas.

### Property ID: 43944

Legal Description: ABS A10590 D MCGARY ABST TRACT 14 46 0 ACRES

### Property ID: 42389:

Legal Description: ABS A10194 T CHURCH ABST TRACT 2 559 1 ACRES

### Tract 1

246.00 acres of land, more or less, out of the T. J. Church Survey, A-194, the H. Garlick Survey, A-315 and the D. H. McGary Survey, A-590, Navarro County, Texas, being more particularly described as Tract One of 123 acres and Tract Two of 123 acres in a Warranty Deed, dated January 13, 1943, from J. W. Graham and Mrs. Lillie Graham to R. L. Graham, recorded in Volume 416, Page 265, Deed Records, Navarro County, Texas.

### Tract 2

248.22 acres of land, more or less, out of the T. J. Church Survey, A-194 and the D. H. McGary Survey, A-590, Navarro County, Texas, being more particularly described as Second Tract of 107.72 acres, Third Tract of 17.50 acres, Fourth Tract of 118.00 acres and Fifth Tract of 5.0 acres

in a Warranty Deed, dated August 18, 1943, from John O. Goodin, et al to Snead Hamilton, recorded in Volume 418, Page 350 of the Deed Records, Navarro County, Texas.

85.47 acres of land, more or less, out of the D. H. McGary Survey, A-590, Navarro County, Texas, being more particularly described as Fourth Tract in a Deed, dated January 8, 1960, from the First National Bank of Corsicana, Texas, Trustee under the Will and Estate of Robert E. Tatum, deceased to Snead Hamilton, recorded in Volume 667, Page 282 of the Deed Records, Navarro County, Texas, described as follows:

All that certain lot, tract or parcel of land situated, lying and being in Navarro County, Texas, known and described as 85.47 acres of land, more or less, being part of the D. H. McGary Survey, described as follows:

BEGINNING at the SE corner of said Survey from which a double P.O. brs. N 62 E 146 vrs; THENCE N 30 W 691 vrs. to stake in fence;

THENCE S 76 W with said fence which is the South line of P. J. Baker's 177 acre tract, 779 vrs. to a stake;

THENCE S 30 E 880 vrs. to stake in South line of said McGary Survey:

THENCE N 60 E 740 vrs. to the place of Beginning, and containing 102.97 acres of land, save and except 17-1/2 acres off of the east side of said 102.97 acres conveyed to E. A. Boyd by deed of record in Vol. 44, Page 13, of the Deed Records of Navarro County, Texas, and being the same property described in and conveyed by deed from Roy Graham, et ux, to H. E. Tatum, et al, dated December 20, 1943, recorded in Vol. 425, Page 90, of the Deed Records of Navarro County, Texas.



October 19, 2020

Signature

Printed name

The Navarro County Lake Planning and Zoning Commission will conduct a meeting on Thursday, November 5th, 2020 at 5:00 P.M. in the annex conference room located at 601 N. 13th Street Corsicana, TX. They will be asked to consider the following request.

As an interested property owner, you are invited to attend this hearing.

Name of Applicant: Armadillo Solar Center, LLC
Address of Applicant: 812 San Antonio Street, #500 Austin, Texas 78701
Applicant request:  Consideration of an Application for a Zoning District Change from Agricultural to Industrial  Parcel ID No. 42389
If a more detailed property description or additional information, is desired, please contact the Planning and Development office in the Navarro County Annex Building located at 601 N. 13th Street, Suite 1, Corsicana, Texas 75110. Or you may call 903-875-3312.
(DETACH HERE)
Name of Applicant: Armadillo Solar Center, LLC
Address of Applicant: 812 San Antonio Street, #500 Austin, Texas 78701
Applicant request:  Consideration of an Application for a Zoning District Change from Agricultural to Industrial  Parcel ID No. 42389
If you wish to oppose this application, you must do so in writing, before or at the public hearing. Comments may be returned to the Navarro County Planning and Development office, in the annex building located at 601 N. 13th Street Suite # 1 Corsicana, TX Attention: Stanley Young, Director
COMMENTS:

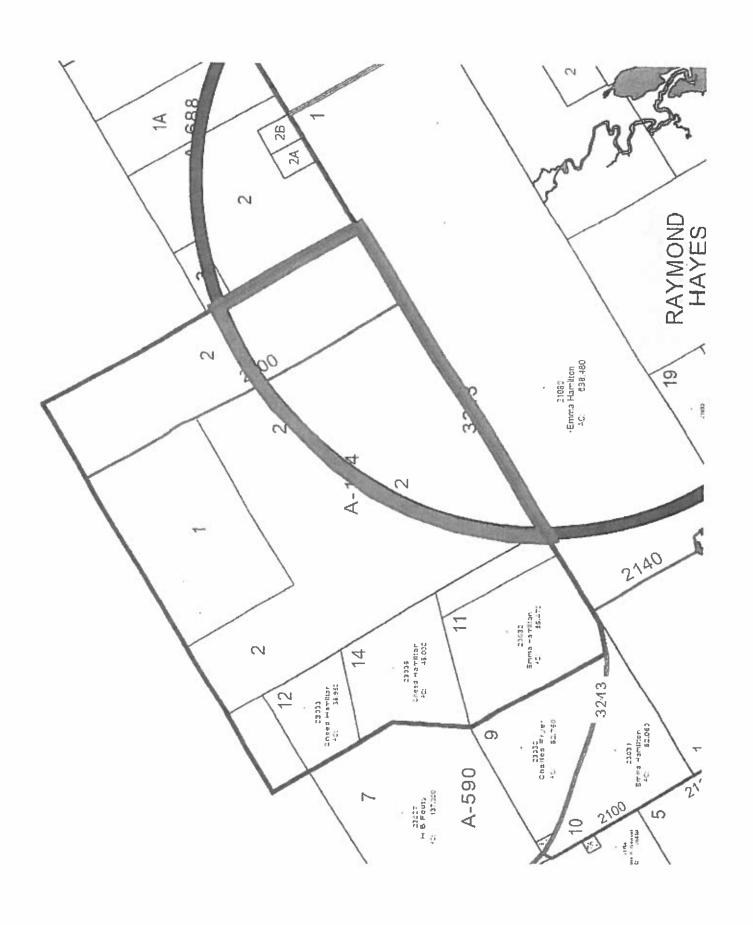
### List of adjacent land owners

63124

Head Investments Co PO Box 467 Corsicana, TX 75151	42410
Charles B Fryer PO Box 489 Fairfield, TX 75840	43940
Danny & Mary Rich 9101 Freeport Dr Denton, TX 76207	43937, 42918
Ellen Willis Lewis 753 W 2 <sup>nd</sup> Ave Corsicana, TX 75110	62933
Montie & Martin Montfort 325 SE CR 3070 Corsicana, TX 75109	43333, 38819
Ronald Willis 753 W 2 <sup>nd</sup> Ave Corsicana, TX 75110	42405
Clyde & Yvonne Vinson 3478 FM 3243 Corsicana, TX 75109	42406, 38822

Amy Knauth Cook

700 SE CR 2200 Corsicana, TX 75109







Stanley Young - Director
Osha Joles -911 Addressing
Scott Wiley - Environmental Services

601 N. 13<sup>th</sup> Street Suite 1 Corsicana, Texas 75110

Phone: (90	3) 875-3312 Fax: (903) 875-3314	_
Date of	Planning and Development Hearing: November 5th, 2020	
	Commissioners Court Hearing: November 9th, 2020	
	umber: 20-486 Fee: \$150.00	
This		
I nis re	quest will not be scheduled for public hearing until the attached application is completed, the fee paid and	
remme	d to the office of Planning and Development.	
Applica	ation must be accompanied by a list of all property owners within 200 feet of the boundaries of subject tract.	
Legal c	escription of property: (legal description must be attached) 35 A 10517 WW McCauless Abst TAX 10 44934	
	35 A 10517 WW McCauless Abst TAX 10 44934 Tract 11 5:79 Acres Alter 10: 1051700001000000	മ
Survey	Nome	
Name !	Deed recorded in: Warren Walker, Kelley Walker	
Volum	e and page number:	
Change	e and page number: in Zoning from: Agriculture to commercial	
	State of existing neighborhood character:	
a.	Predominant land use:	
4	Single Family Multifamily Commercial Industrial Vacant & Agricultural &	
b.	Conditions: Sound Deteriorating \( \sqrt{\text{Mixed}} \)	
c.	Are there deed restrictions which could prevent this property from beg used in the manner	
	herein proposed? Yes No	
d.	Have all persons having any financial interest in the request been listed or are signatories	
	to this application? Yes No	
e.	Will the area have any through traffic? Yes No X	
L	Are there any pollution or environmental hazards or other objectionable hazards affecting the proposed use? Yes No	
g.	Is the site located in a floodplain? Yes No X	
h.	Is it in the watershed of any flood control structure? Yes No x	
i.	Is it in the watershed of any flood control structure? Yes No X What is the predominant zoning in the area? Ray culture a Residen had	
i.	Is the area developed the same as it is zoned?	
	Will the requested change alter a logical transition between zoning patterns? Yes No X	
	Are there any peculiarities of the proposed use that are likely to affect neighboring properties,	
	such as unusual or long hours, heavy traffic, lights, noise or trash? Yes No X	
m.	If yes, explain.	
	1/100	
Signati	ire of owner: Kamplacken Kell De 1 Date: 10-22-2020	



Stanley Young - Director
Osha Joles -911 Addressing
Scott Wiley - Environmental Services

601 N. 13th Street Suite 1 Corxicana, Texas 75110

Phone: (903) 875-3312 Fax: (903) 875-3314
APPLICATION FOR A ZONING DISTRICT CHANGE
Name of applicant: Kelley Walker & Warren Walker  Address: 1809 Smith Lane  City, state, zip code: Arlington TR 76013  Phone number: 817-053-0049
Address or location where zoning change is being requested: (a survey plat or deed with property description must be attached) ADS ADS IT WW McCaules Abstrax ID 44934 Swapt I 5.79 Meyes  Current zoning classification: Agriculture  Proposed zoning classification: Commercial  Proposed use of property: PARK MODEL RV RESORT - 14 Skirted Cabins  Reason for zoning change: To open a resort Unat leases land  for park model abins only - no other RV  product is allowed - Only tiny home
Name of property owner: Warven & Relley Walker  Address: 1809 Smyth Cana  City, state, zip code: Arlufin UK 76013  Phone number: 817-253-0049
In lieu of representing this request myself as owner of the subject property, I hereby authorize the person designated below, to act in the capacity as my agent for the application, processing, representation and/or presentation of this request. Must be accompanied by attached affidavit.
I understand that it is necessary for me or my authorized agent to be present at the Planning and Zoning Commission public hearing.  Signature of Owner: Kenthalia Hallandella
Signature of Agent:
Address of Agent:
Phone number of Agent:



Stanley Young - Director Osha Joles -911 Addressing Scott Wiley - Environmental Services

601 N. 13th Street Suite 1 Corsicans, Texas 75110

Phone: (903) 875-3312

Fax: (903) 875-3314

### AFFIDAVIT FOR AUTORIZED AGENT

Abs A10517 WW McCaules Abst Gract 11 5.79 Acres
This is to be completed only I a person other than the owner is representing this application.
I, Warren Walker, Kelley Walker hereby certify that I am the record owner of the property listed above and I hereby authorize to act on my behalf in the application process for a Zoning Change on this property.
Signature: Way Hall Lell Dale: 10-22-2020
STATE OF TEXAS COUNTY OF NAVARRO KNOW ALL MEN BY THESE PRESENTS:
Before me, the undersigned authority, a notary public in and for the State, on this day personally appeared, Wayren Waller Leller Walker, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purpose herein expressed and in the capacity stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 22 DAY OF October, 20 21.
MY COMMISSION EXPIRES 03-23-2023 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
JANICE BOONE JACKSON NOTARY PUBLIC STATE OF TEXAS ID # 517647-2 Ib # Comp. Expires (3-23-2023)





Stanley Young - Director

### **NAVARRO COUNTY**

syoung@navarrocounty.org

601 N. 13th Street Suite I Corsicana, Texas 75110 903-875-3312 ph. 903-875-3314

### SPECIFIC USE PERMIT

STATE OF TEXAS	~
COUNTY OF NAVARRO	~

PERMIT NO <b>20-487</b>	
OWNER:ADDRESS:PHONE NUMBER:APPLICANT NAME:_SITE ADDRESS:PHONE NUMBER:DESCRIPTION OF PROPERTY:_PRESENT ZONING:_PRESENT USE OF PROPERTY:_SPECIALUSE REQUESTED:PLACEMENT OF 13	WARREN & KELLY WALKER  1809 SMITH LANE ARLINGTON, TEXAS 76013 (817) 253-0049  WARREN & KELLY WALKER  ABS A10517 WW McCAULESS ABST, TRACT 11 5.79 ACRES (817) 253-0049  ABS A10517 WW McCAULESS ABST, TRACT 11 5.79 ACRES COMMERCIAL  AGRICULTURAL CREATE A TINY HOME "PARK MODEL" RESORT FOR THE CABINS, I LEASING OFFICE & 1 STORAGE BUILDING
SPECIAL USE APPROVED:PLACEMENT OF 13 CABIN	CREATE A TINY HOME "PARK MODEL" RESORT FOR THE IS, I LEASING OFFICE & 1 STORAGE BUILDING

Navarro County hereby permits the construction/use and maintenance of the above referenced request on the land under the jurisdiction of the Navarro County Lake Planning and Zoning Commission, provided the following conditions are met:

Owner hereby agrees to protect adjacent property form excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions.

Should information be presented to the Planning and Zoning Commission to the effect that conditions upon which the SUP was granted were never put into effect, or that the owner has ignored or neglected satisfaction of these conditions, the Planning and Zoning Commission may recommend temporary suspension of the SUP pending any contemplated action by the owner, or recommend termination of the SUP. In any event the SUP may be reviewed every third year from the date of approval to assure all conditions are being met.

Navarro County Planfling and Zoning

November 9th, 2020

#22

### STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS COUNTY OF NAVARRO

### INTERLOCAL AGREEMENT BETWEEN THE CITY OF EMHOUSE AND NAVARRO COUNTY

### PREAMBLE:

The Parties of this Agreement ("Agreement") are the City of Emhouse ("the city") and the County of Navarro ("the county"), (collectively referred to as the "Parties"). The county and the City enter into this Agreement under the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791. This Agreement is made for the purpose of efficient and effective use of resources and is in the best economical interests of the County and the City.

The County is a political subdivision of the State of Texas, located in Navarro County, Texas who may be contacted c/o H. M. Davenport, Navarro County Judge, Navarro County Courthouse, 300 W. 3<sup>rd</sup> Ave., Corsicana, Navarro County, Texas 75110.

The City is a municipal entity that may be contacted c/o Mary Jones, Mayor, 415 S. Hopkins Corsicana, Texas 75110.

WHEREAS, the County and the City have identified certain common, legitimate public purposes in entering into this agreement; and

WHEREAS, the County and the City have historically enjoyed a mutually satisfactory and cooperative relationship that has benefited the citizens of Navarro County and the citizens of the City of Emhouse, and both parties intend future cooperation with each other; and

WHEREAS, the governing bodies of the County and the City have each met in legally convened open meetings and authorized their respective representatives to negotiate into this Agreement; and

WHEREAS, the County and the City agree to establish an agreement as required by House Bill 1445 for the regulations of subdivisions within the extraterritorial jurisdiction of the City of Emhouse.

### NOW, THEREFORE:

The County of Navarro and the City of Emhouse, acting by and through their designated and authorized representatives, hereby agree as follows:

- 1. The County agrees to establish and staff one office that is authorized to accept plat applications for tracts of land located within the extraterritorial jurisdiction of the City of Emhouse.
- 2. The County agrees to collect all plat application fees in a lump-sum amount and remit the city's portion on an annual basis.
  - 3. The County agrees to provide one response indicating approval or denial of the plat application.
  - 4. The County agrees to provide the Emhouse City Council with copies of the proposed plat for review prior to consideration by the Navarro County Commissioners Court and filing with the County Clerk.

### GENERAL TERMS AND AGREEMENTS:

This Agreement shall be binding upon, an inure to the benefit of the Parties to this A. Agreement and their respective legal representatives, successors, and assigns when permitted by this Agreement.

This Agreement shall be constructed under and in accordance with the laws of the state of B. Texas and all obligations of the parties created by the Agreement are performable in

Navarro County, Texas.

C. No amendment or modification of the terms of the Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement approved by the Parties' greement.

respective governing bodies, and duly executed by the Parties to the Ag
City of Emhouse executes this Agreement on the letter day of Olbbur 2020.
CITY OF EMHOUSE, TEXAS
By: May Jones Mary Jones, Mayor City of Emhouse
Navarro County executes this Agreement on the 9 day of November 2020.  NAVARRO COUNTY  By:
STATE OF TEXAS COUNTY OF NAVARRO
This instrument was acknowledged before me on this 20 th day of Color Bin 2020, by Debra Childress, City Secretary of Emhouse.
$\bigcap$ $\Lambda$

STATE OF TEXAS **COUNTY OF NAVARRO** 

This instrument was acknowledged before me on this 9 day of November 2020, by Sherry Dowd, County Clerk.

A hour Dowd, County Clerk.



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 OCTOBER 31, 2020

CURRENT DELINQUENT TOTAL	CURRENT DELINQUENT TOTAL CITY OF BARRY	CURRENT DELINQUENT TOTAL CITY OF CORSICANA	CURRENT DELINQUENT TOTAL CITY OF KERENS	CURRENT DELINQUENT TOTAL CITY OF RICE	CURRENT DELINQUENT TOTAL NAVARRO COLLEGE	DESCRIPTION NAVARRO CO RE
5.290.34 191.66 \$5.482.00	1,410,347 79 (16,653 67) \$1,393,694 12	306,430 04 1,437 33 \$107,867 37	47.502.29 1,404.12 \$48.906.41	724,799 56 7,737 68 \$732,537 24	3,627,446 34 37,060 59 \$3,664,506 93	DESCRIPTION TAXES NAVARRO CO REVOLVING&CLEARING
\$0.00	\$0.00 \$0.00	3 162 37 0 00 \$3 162 37	0 00 0 00 \$0 00	\$0.00 0.00	0 00 0 00 50 00	DISCOUNT
0 00 39 22 <b>3</b> 39 22	0 00 9,357 35 \$9,357 35	0 00 330 28 \$330 28	0 00 300.05 \$300 05	0 00 4,670 96 \$4,670 96	0 (A) 23 869 21 \$23 869 21	PENALTY & INTEREST
5,290 34 230 88 \$5,521 22	1,410,347 79 (7,296 32) \$1,403,051 47	103,267 67 1,767 61 \$105,035 28	47,502.29 1,704.17 \$49,206.46	724,799 56 12,408 64 \$737,208 20	3.627,446.34 60,929.80 \$3,688,376.14	SUBTOTAL
0.00 0.00 \$0.00	0 00 0 00 \$0.00	0.00 0.00 \$0.00	0 00	0.00	0 00 50.00	COLLECTION FEE
0 00	24   1   2.0   26   12	2.47 7.32 9.79	17 19 0 85 18 04	11.29 2 58 13 87	58 46 13 80 72.26	RENDITION PENALTY: CAD%
5,290 34 230 88 \$5,521 22	1,410,323 68 (7,298.33) \$1,403,025 35	103,265 20 1,760 29 \$105,025.49	47,485 10 1,703 32 \$49,188,42	724,788 27 12,406 06 \$737,194 33	3,627,387 88 60,916 00 \$3,688,303.88	NET TAXES DUE
0 00 46 17 \$46 17	0.00 9.702 30 \$9,702 30	0.00 286 60 \$286 60	0.00 323.44 \$323.44	0 00 4.543 36 \$4.543 36	0.00 23,341.96 \$23,341.96	MEMO ONLY ATTY FEES
\$27.753.67 19.06%	\$10,390,928.46	\$367,276.77 28.98%	\$278,744 38 17 04%	\$4,947,222,39	\$24,985,912 92 14 52%	% CURRENT LEVY COLLECTED

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

DESCRIPTION CITY OF EMHOUSE CURRENT DELINQUENT	TANES 1,380 78 77 63	DISCOUNT 0 00	PENALTY & INTEREST  0 00 20 33	SUBTOTAL 1,380 78 97 96		PENALTY CAD%  0 00	NET TAXES DUE  1,380 78 97 96	MEMO ONLY ATTY FEES 0 00	% CURRENT LEVY COLLECTED \$11,942.24
CITY OF RICHLAND	\$1,458.41	<b>\$</b> 0 00	\$20 33	\$1,47874	\$0 00	0.00	\$1,478 74	\$19,60	11 56%
CURRENT	4,502 91	0 00	000	4 502 91	0 00	0 00	4,502 91	0 00	\$29,913.81
DELINQUENT	413 13	0,00	88 51	501 64	0.00	0 00	501 64	100 32	
TOTAL	\$4,916.04	\$0 00	\$88.51	\$5,004.55	\$0.00	0 00	\$5,004 55	\$100 32	15.05%
CITY OF GOODLOW									
CURRENT	760 75	0.00	0 00	760 75	0 00	0 00	760 75	000	\$4,852.14
DELINQUENT	173.09	0.00	98 29	271.38	0 00	0.00	271 38	54 28	
TOTAL	\$933 84	\$0.00	\$98.29	\$1,032 13	\$0.00	0 00	\$1,032 13	\$54.28	15,68%
CITY OF FROST									
CURRENT	39,951 34	1,182 54	0 00	38 768 80	0.00	0.48	38 768 32	0.00	\$112,15060
DELINQUENT	1,456.47	0.00	372 39	1,828 86	0 00	0 00	1,828 86	365 76	
TOTAL	\$41,407.81	\$1,182.54	\$372 39	\$40,597.66	\$0.00	0.48	\$40.597 18	\$365.76	35 62%
CITY OF DAWSON									
CURRENT	23,935 44	0.00	0.00	23,935.44	0 00	0 00	23,935 44	0 00	\$119,393.25
DELINQUENT	201 63	0 00	55 99	257 62	0.00	0 00	257 62	51.52	
TOTAL	\$24,137.07	\$0.00	\$55 99	\$24,193.06	\$0.00	0.00	\$24,193.06	\$51.52	20.05%
CITY OF BLG GROVE									
CURRENT	35,743.53	0 00	0 00	35,743 53	0.00	0 00	35,743 53	0.00	\$146,957 44
DELINQUENT	541.84	0 00	175 44	717 28	0.00	0 00	717 28	123 93	
TOTAL	\$36,285 37	\$0 00	\$175 44	\$36,460.81	\$0.00	0 00	\$36,460 81	\$123 93	24 32%

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

13 63%	\$6,546.34	\$380,674.41	49 07	\$0.00	\$380,723,48	\$5,777.99	\$0.00	\$374,945.49	200
	6,546 34	32,728.04	3 80	0.00	32,731 84	5,777.99	0.00	26,953,85	DELINQUENT
\$2,552,746 65	0 00	347,946,37	45 27	0,00	347,991 64	0.00	0.00	347.991.64	CURRENT
									200
14.28%	\$2,862.25	\$655,640 93	20 24	\$0.00	\$655,661.17	\$3,698.84	\$0.00	\$651,962.33	IOAL
	2,862 25	14,639 19	14.51	0 00	14,653 70	3,698 84	0.00	10,954.86	DELINQUENT
\$4,487,722.85	0 00	641,001 74	5 73	0.00	641,007.47	0 00	0.00	641 007 47	CURRENT
									700000000000000000000000000000000000000
10.09%	\$3,143.47	\$261,817.39	0 60	\$0.00	\$261,817.99	\$4,187.02	<b>\$</b> 0 00	\$257,630,97	
	3,143.47	15,755 58	0 00	0 00	15,755 58	4,187.02	0.00	11,568.56	DELINQUENT
\$2,438,320 94	0 00	246,061,81	0 60	0 00	246,062.41	0 00	0 00	246,062,41	CURRENT
12.42%	\$23,329 74	\$3,299,216.46	77 95	\$0 00	\$3,299,294 41	\$22,380.97	\$0,00	\$3,276,913,44	DAWSON ISD
	23,329 74	1,001 76	10 72	0 00	1,012 48	22,380,97	0.00	(21,368 49)	TOTAL
\$26,552,023 96	0 00	3,298,214 70	67 23	0.00	3.298.281.93	0.00	0.00	3,298,281,93	CURRENT
									CONSTRUCTION
15.54%	\$2,802.52	\$416,604.21	0 88	\$0.00	\$416,605.09	\$2,862.41	00,00	##15,74Z.00	COBCICANA
	2,802 52	14,012.47	0 00	0.00	14,012,47	1,000	600	\$412.747.68	TOTAL
\$2,591,132,15	0 00	402,591 74	0 88	0.00	402,592 62	0.00	0,00	402,592.62	CURRENT
									BLOOMING GROVE ISD
15 31%	\$157 17	\$31.696 77	0 77	\$213.10	\$31,910 64	\$218.45	\$0 00	\$31,692 19	IOIAL
	157 17	752 59	0.54	57.59	81072	218.45	0.00	592.27	DELINQUENT
\$203,076.44	0 00	30,944 18	0.23	155 51	31,099 92	0.00	g 00	31,099 92	CURRENT
								EKGENCY	NAVARKO COGNITY EMERGENCY
% CURRENT LEVY COLLECTED	MEMO ONLY	NET TAXES DUE	RENDITION PENALTY CAD%	COLLECTION FEE	SUBTOTAL	PENALTY & INTEREST	DISCOUNT	TAXES	DESCRIPTION

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

NAVARRO COUNTY GENERAL FUND TAX CERTIFICATE REVERSE PAYMENT NSF FEE	GRAND TOTAL:	TOTAL	DELINQUENT	CURRENT	RENDITION PENALTY	IOIAL	DELINQUENT	CURRENT	FROST ISD	TVIOI	DELINQUENT	CURRENT	MILDREDISD	DESCRIPTION
PFEE.	\$12,393,575 27	\$0.00	000	0 00		\$221,667.75	7,356 24	214,311 51		\$1,102,887.81	12 973 74	1.089,914 07		TAXES
<u>√2</u>	\$4,344 91	\$0.00	0 00	0 00		\$0 00	0.00	0 00		\$0.00	0,00	0 00		DISCOUNT
\$170 00 3. \$1,460 00 4. \$60 00 6. \$10 10	\$83,734.01	\$0 00	0 00	0 00		\$1,954.33	1,954 33	0.00		\$3,275 98	3,275 98	0.00		PENALTY & INTEREST
2-NAVARRO CO REVOLVING&CLEARING 3-NAVARRO COLLEGE 4-ROAD AND BRIDGE 6-CITY OF RICE 7-NAV FLOOD CONTROL 8-CITY OF KERENS 10-CITY OF CORSICANA 11-CITY OF BARRY 12-CITY OF EMHOUSE	\$12,472,964.37	\$0 00	0 00	0.00		\$223,622 08	9,310 57	214,311 51		\$1,106,163.79	16,249 72	1,089,914 07		SUBTOTAL
NG&CLEARING	\$213 10	\$0.00	0.00	0,00		\$0.00	0 00	0 00		\$0.00	0 00	0 00		COLLECTION
YR-TO-DATE %( 14.63% 14.63% 14.46% 17.09% 14.13% 28.98% 13.53% 19.06% 11.56%	\$0.00	(297 85)	(56 77)	(24) 08)		2 39	0 00	2.39		5 39	0 64	4,75		RENDITION PENALTY CAD%
IG-DATE % CURRENT COLLECTED  14.47% 13 - CITY OF RICHLAND  14.63% 14 - CITY OF GOODLOW  14.46% 15 - CITY OF FROST  17.09% 16 - CITY OF DAWSON  14.13% 17 - CITY OF BLG GROVE  28.98% 20 - NAVARRO COUNTY EMERGENCY  13.53% 21 - HENDERSON COUNTY LEVEE  19.06% 30 - BLOOMING GROVE ISD  11.56% 31 - CORSICANA ISD	\$12,472,751 27	\$297 85	56 77	241 08		\$223,619,69	9,310.57	214,309 12		\$1,106,158.40	16,249 08	1,089,909 32		NET TAXES
E EMERGENCY TY LEVEE	\$82,908,07	\$0.00	0.00	0 00		\$1,862 13	1,862 13	0.00		\$3,245.21	3,245 21	0.00		MEMO ONLY ATTY FEES
15 05% 15 68% 35 62% 20 05% 24 25% 15 31% 0 00% 15 59% 15 59%						8 21%		\$2,609,180.46		17 70%		\$6,128,062.07		% CURRENT LEVY COLLECTED

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Navarro County Tax Office

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

	DESCRIPTION
	TAXES
	DISCOUNT
נו נ	PENALTY &
32 - DAWSON ISD 33 - KERENS ISD 34 - RICE ISD 35 - MILDRED ISD 36 - FROST ISD	SUBTOTAL
	COLLECTION
YR-TO-DATE % (10 11%) (10 11%) (14 32%) (13 69%) (17 83%) (8 22%)	RENDITION PENALTY CAD%
YR-TO-DATE % CURRENT COLLECTED 10 11% 14 32% 13 69% 17 83% 8 22%	NET TAXES DUE
	MEMO ONLY
	% CURRENT LEVY COLLECTED

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

IOIAL		NAV FLOOD CONTROL	NAVARRO CO REVOLVING&CLEARING ROAD AND BRIDGE		TOTAL	NAV FLOOD CONTROL	NAVARRO CO REVOLVING&CLEARING ROAD AND BRIDGE	The state of the s	DELINOUENT TAXES	TOTAL	NAV FLOOD CONTROL	NAVARRO CO REVOLVING&CLEARING ROAD AND BRIDGE	CURRENT TAXES	
\$3,664,506,93		627,097.84	2,986,180 97	\$37,060 59	3324 03	\$6.293.87	\$30,242 09		35,027,440 34		\$50,703.49	\$2,955,938 88 \$620 801 97		TAXES
\$23,869.21	09 60	4.062 17	19,467 18	\$23,869.21	\$339 86	\$4,062.17	\$19,467.18		<b>\$</b> 0 00		\$0.00	\$0.00		PENALTY & INTEREST
\$3,688,376 14	51.567 98	631,160 01	3.005,648 15	\$60,929 80	\$864 49	\$10,356 04	\$49,709.27		\$3,627,446 34	\$50,703.49	\$620 803 97	\$2,955,938 88		SUBTOTAL
\$0.00	0 00	0 00	00 00	\$0 00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0 00		COLLECTION FEE
\$72.26	0.89	12 37	59 00	\$13 80	\$0.16	\$2.35	\$11.29		\$58 46	\$0.73	\$10 02	\$47.71		RENDITION PENALTY CAD %
\$3,688,303,88	51,567.09	631.14764	3,005,589 15	\$60,916.00	\$864 33	\$10,353 69	\$49,697.98		\$3,627,387.88	\$50,702.76	\$620,793 95	\$2,955,891,17		NET TANES DUE
\$23,341 96	332 89	3,976 63	19,032 44	\$23,341 96	\$332.89	\$3.976.63	\$19,032,44		\$0.00	\$0.00	\$0.00	<b>\$</b> 0 00		MEMO ONLY ATTORNEY FEES

### Navarro County Sheriff Department Surplus Vehicle: 11/9/20

Unit # 2623 2006 Ford Explore (White) VIN#: 1GMEU62E16UB11773

THE STATE of TEXAS

**COUNTY of NAVARRO** 

### **INTERLOCAL AGREEMENT**

### BETWEEN THE COUNTY OF NAVARRO and the RICE ISD in RICE, TEXAS

This Agreement is made between and entered into this the 21 st day of October, 2020, by and between the RICE ISD, acting by and through its governing body, the RICE ISD BOARD, herein after referred to as the SCHOOL, and the COUNTY of NAVARRO, acting by through its governing body, the COMMISSIONERS COURT, hereinafter referred to as COUNTY, State of Texas.

WHEREAS, this agreement is made under the authority of Government Code, Section 791.011, and

WHEREAS, each governing body, in the performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current legally available to that party: and

WHEREAS, each governing body find that the performance of this AGREEMENT is in the best interest of both parties, that the undertaking shall benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the SCHOOL agrees to provide the COUNTY \$250 for each transport trip when one Navarro County Sheriff's Office Officer is required and \$350 when two Officers are required. These fees will apply when the Navarro County Sheriff's Office Officer transport mental and juveniles for emergency commitments and detention purposes for NON-SCHOOL persons.

### Section 1

SCHOOL agrees to pay COUNTY \$250 when one NCSO officer is transporting and \$350 when two are required for emergency commitments and juvenile transport for NON-SCHOOL persons.

### Section 2

This agreement shall be in effect for an initial term of nine (11) months commencing on October 21, 2021 and ending on September 30, 2021. It is expressly agreed and understood between the Parties to this Agreement that this contract will automatically be renewed for an additional year October 1, of each year, unless either party shall give written notice of intent to terminate the Contract and Agreement at least 60 days prior to the annual termination or renewal date. The Contract may be unilaterally terminated by either Party on the annual renewal date if notice is timely given.

By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY of NAVARRO, TEXAS

RICE ISD in RICE, TEXAS

Attest

De

THE STATE of TEXAS

COUNTY of NAVARRO

### **INTERLOCAL AGREEMENT**

BETWEEN THE COUNTY OF NAVARRO and Blooming Grove ISD, in the city of Blooming Grove, Texas.

This Agreement is made between and entered into this the 22 day of October 2020, by and between the Blooming Grove ISD, acting by and through its governing body, the Blooming Grove ISD Board or City Council, herein after referred to as the CITY, and the COUNTY of NAVARRO, acting by through its governing body, the COMMISSIONERS COURT, hereinafter referred to as COUNTY, State of Texas.

WHEREAS, this agreement is made under the authority of Government Code, Section 791.011, and

WHEREAS, each governing body, in the performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current legally available to that party: and

WHEREAS, each governing body find that the performance of this AGREEMENT is in the best interest of both parties, that the undertaking shall benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$250 for each transport trip when one Navarro County Sheriff's Office Officer is required and \$350 when two Officers are required. These fees will apply when the Navarro County Sheriff's Office Officer transport mental and juveniles for emergency commitments and detention purposes.

### Section 1

CITY agrees to pay COUNTY \$250 when one NCSO officer is transporting and \$350 when two are required for emergency commitments and juvenile transport.

### Section 2

This agreement shall be in effect for an initial term of nine (9) months commencing on January 1, 2021 and ending on September 30, 2021. It is expressly agreed and understood between the Parties to this Agreement that this contract will automatically be renewed for an additional year October 1, of each year, unless either party shall give written notice of intent to terminate the Contract and Agreement at least 60 days prior to the annual termination or renewal date. The Contract may be unilaterally terminated by either Party on the annual renewal date if notice is timely given.

#### Section 3

By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

**COUNTY of NAVARRO, TEXAS** 

**Blooming Grove ISD Blooming Grove, TEXAS** 

Attest

27

### AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Winkler Water Supply Corporation</u>, **Owner** of a (pipeline, utility line, and gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

- I. <u>Winkler Water Supply Corporation</u> desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road <u>CR 2359</u> located in Precinct #\_\_3\_, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. 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 6 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: WATER DISTRIBUTION LINE

The transport route (beginning and end): AT INTERSECTION OF WHATLEY

### DRIVE & LOPER DRIVE to ADMIRAL SHORES ENTRANCE.

31 56' 42" N 96 17' 12" W

### STATE OF TEXAS §

### **COUNTY OF NAVARRO §**

#### KNOW ALL MEN BY THESE PRESENTS:

<u>Winkler Water Supply Corporation</u>, **Owner** of a (pipeline, utility line, and gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

- I. <u>Winkler Water Supply Corporation</u> desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road <u>CR 2359</u> located in Precinct #\_\_3\_, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. 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 6 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: WATER DISTRIBUTION LINE

The transport route (beginning and end): AT INTERSECTION OF WHATLEY

# DRIVE & LOPER DRIVE to ADMIRAL SHORES ENTRANCE.

31 56' 47" N 96 16' 59" W

**STATE OF TEXAS §** 

**COUNTY OF NAVARRO §** 

### KNOW ALL MEN BY THESE PRESENTS:

Winkler Water Supply Corporation, Owner of a (pipeline, utility line, and gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

- I. <u>Winkler Water Supply Corporation</u> desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road <u>CR 2359</u> located in Precinct #\_\_3\_, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. 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 6 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: WATER DISTRIBUTION LINE

The transport route (beginning and end): AT INTERSECTION OF WHATLEY

# DRIVE & LOPER DRIVE to ADMIRAL SHORES ENTRANCE.

31 56' 49" N 96 17' 01" W

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

### KNOW ALL MEN BY THESE PRESENTS:

Winkler Water Supply Corporation, Owner of a (pipeline, utility line, and gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

- I. <u>Winkler Water Supply Corporation</u> desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road <u>CR 2359</u> located in Precinct #\_\_3\_, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. 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 6 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: WATER DISTRIBUTION LINE

The transport route (beginning and end): AT INTERSECTION OF WHATLEY

# DRIVE & LOPER DRIVE to ADMIRAL SHORES ENTRANCE.

31 56' 55" N 96 16' 55" W

STATE OF TEXAS §

**COUNTY OF NAVARRO §** 

### KNOW ALL MEN BY THESE PRESENTS:

<u>Winkler Water Supply Corporation</u>, **Owner** of a (pipeline, utility line, and gas or sewer line) hereby contracts and covenants with **Navarro County** ("the County") as follows:

- I. <u>Winkler Water Supply Corporation</u> desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road <u>CR 2359</u> located in Precinct #\_\_3\_, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. 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 6 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline: <u>WATER DISTRIBUTION LINE</u>

The transport route (beginning and end): <u>AT INTERSECTION OF WHATLEY</u>

### DRIVE & LOPER DRIVE to ADMIRAL SHORES ENTRANCE.

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 6 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

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.

- III. In consideration of the granting of this license (pipeline, utility line, gas or sewer 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 \_ 9 of November 2020.

**OWNER** 

By: GLENN E. WALSER, its PRESIDENT of BOARD

Company Name: WINKLER WATER SUPPLY CORPORATION

Address: 2038 LOPER DRIVE, STREETMAN, TX. 75859

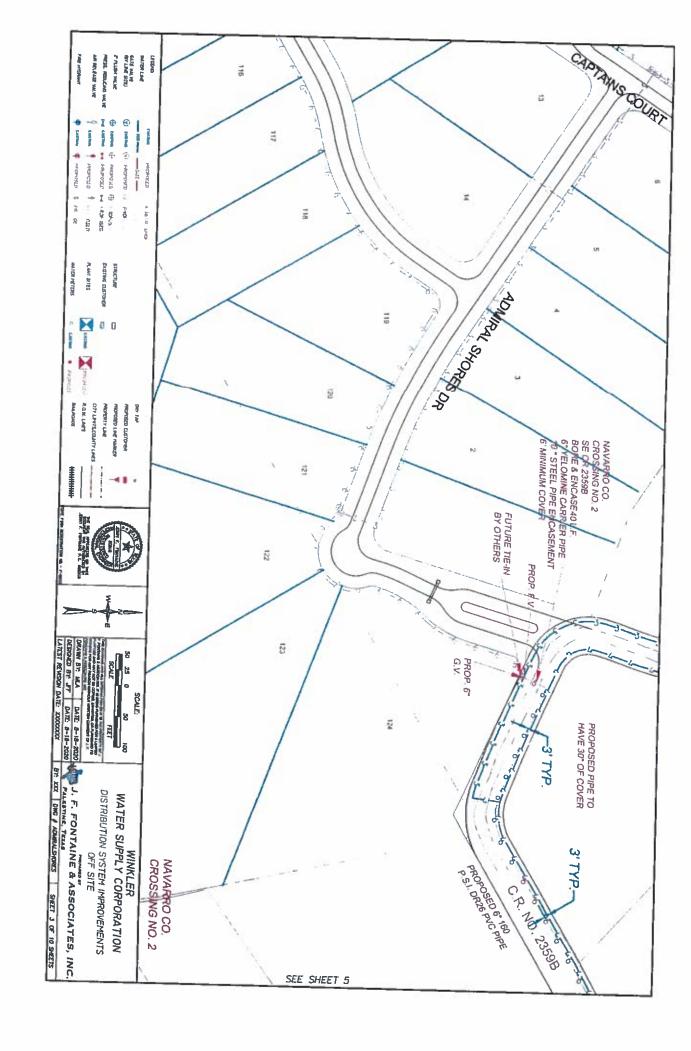
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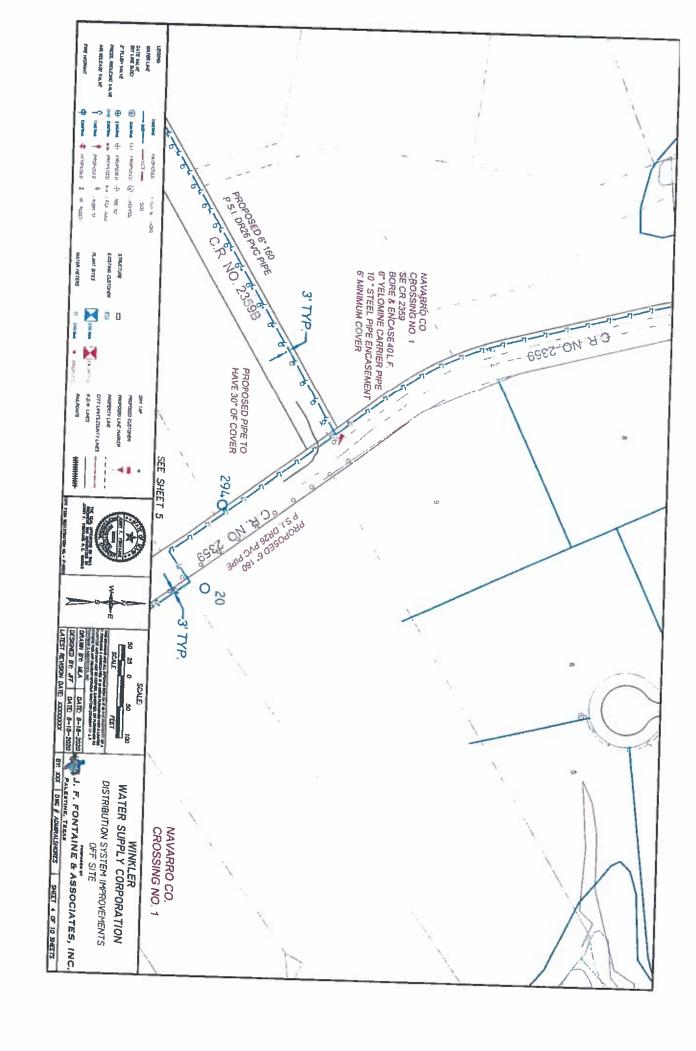
NAVARRO COUNTY

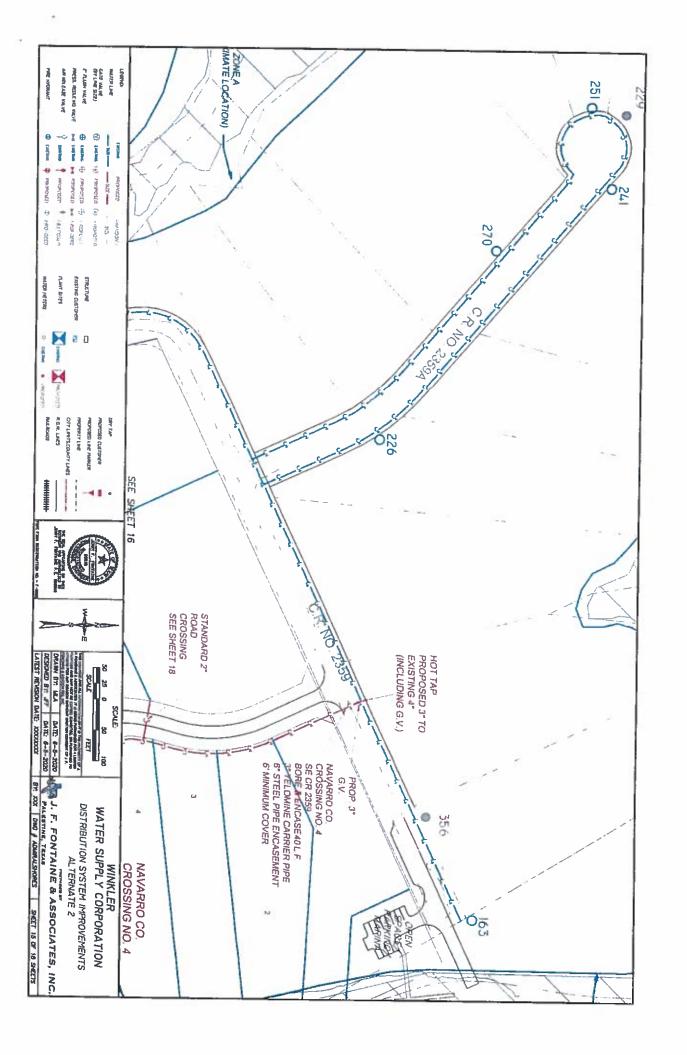
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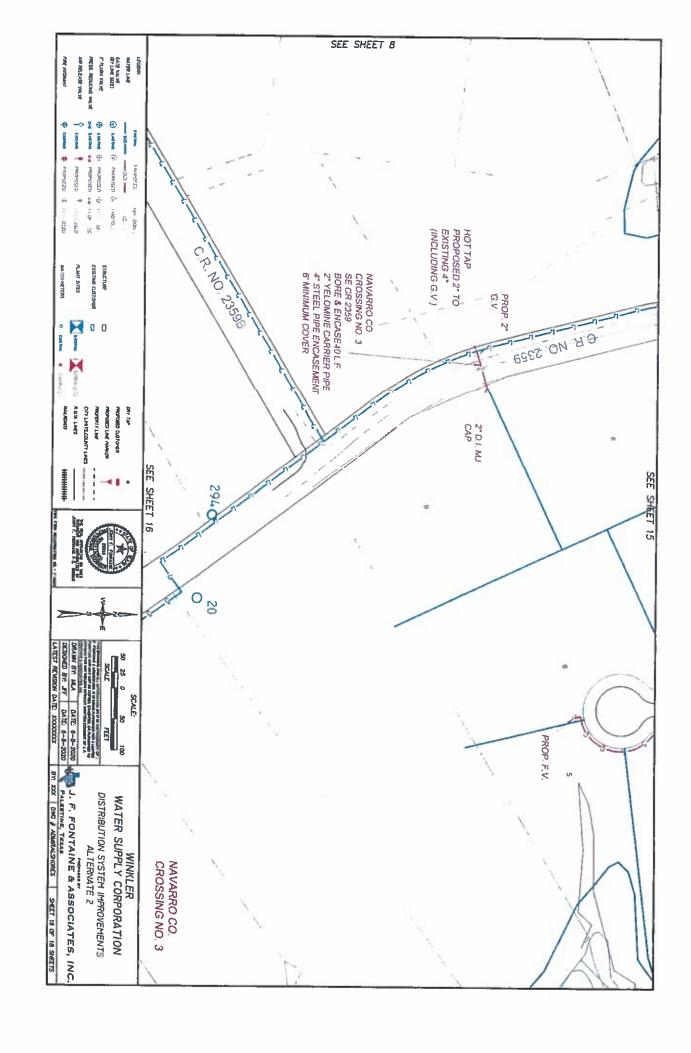
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Commissioner of Precinct









part time employees must be placed on TCDRS retirement regardless of the number of hours worked per week. Other county policies will dictate eligibility for other benefits.

Temporary Seasonal: A seasonal employee shall be any employee who is hired into a position that lasts six (6) or less months and begins at approximately the same time each year. Examples may include, but are not limited to, summer mowers, and election workers. The county must define and document the season that the employee is being hired for. Seasonal employees can be either part time or full time, and they do not qualify for health insurance through the county under the Affordable Care Act. Temporary seasonal employees are not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

Regular Variable Hour: A variable hour employee shall be any employee for whom the County cannot determine the average amount of hours that the employee will work each week – hours are variable or indeterminate at the time of the employee's start date. If the employee works an average of thirty (30) or more hours a week in the measurement period, the employee will be eligible for health insurance through the County under the Affordable Care Act. If an employee's schedule becomes regular, then the employee shall be reclassified as full or part time depending on the hours worked. Regular variable hour employees are eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

Temporary Part Time: A temporary short-term part time employee shall be any employee who is expected to work less than thirty (30) hours each week in a position that is expected to last for a specific period of time or until a specific project is completed, but no longer than 12 months. If this project goes beyond 12 months, the employee will move into a regular part time status. Temporary short-term part time employees are not entitled to any benefits under the Affordable Care Act and are also not eligible for retirement benefits under TCDRS. Other county policies will dictate eligibility for other benefits.

# 1A-3 EQUAL EMPLOYMENT OPPORTUNITY

The County is an equal opportunity employer. The county does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, genetic information, pregnancy, marital status, veteran status, and disability(physical or mental), medical condition, or any other condition or status protected by law in hiring, promotion, demotion, raises, termination, training, discipline, use of employee facilities or programs, or any other benefit, condition, or privilege of employment except where required by state or federal law or where a bona fide occupational qualification exists. If an employee needs an accommodation as a result of a condition or status protected by law, please advise your elected official, appointed official, department head or Human Resources.

benefit from another person in exchange for having performed duties as a County employee in favor of that person.

### **1B-5 HARASSMENT**

The County is committed to a workplace free of harassment. Harassment includes unlawful, unwelcome words, acts or displays based on sex, sexual orientation, gender identity or expression, race, color, religion, national origin, age, genetic information, pregnancy, marital status, disability (physical or mental), family or military leave status or veteran status. Such conduct becomes harassment when (1) the submission to the conduct is made a condition of employment; (2) the submission to, or rejection of, the conduct is used as the basis for an employment decision; (3) the conduct creates an offensive, intimidating or hostile working environment or interferes with work performance; or (4) it modifies the term, conditions or privileges of employment. Harassment is strictly prohibited by the County whether committed by an elected official, appointed official, department head, co-worker or non-employee with whom the county does business.

Employees who feel they have been harassed or employees who believe they have witnessed harassment should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the harassment to the elected or appointed official may not be the best course of action, the report should be made to the County Judge or Human Resources.

Every reported complaint will be investigated promptly and thoroughly. Human Resources shall be responsible for seeing that prompt action is taken to investigate the claim.

Once the investigation is complete, the employee who is the subject of the harassment shall be notified of the result of the investigation and any actions which are to be taken.

**Retaliation** against an employee who reports harassment or who cooperates in the investigation is prohibited by law as well as this policy. Employees who feel they have been subjected to illegal retaliation should immediately report the situation to the elected or appointed official who is responsible for the department in which they work. If, for any reason, the employee feels that reporting the retaliation to the elected or appointed official may not be the best course of action, the report should be made to the County Judge or Human Resources.

Remedial action will be taken in accordance with the circumstances when the county determines unlawful harassment or retaliation has occurred, up to and including termination of employment.





#### AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Navarro County, Texas, with offices at 300 West Third Avenue, Suite 17, Corsicana, Texas 75110 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated February 12, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

- 1. The following hardware is hereby removed from the Agreement:
  - a. Zebra GK420T Label Printer (Qty 2); and
  - b. Epson TM-I6000IV Thermal Receipt Printer (Qty 2)
- 2. The following hardware is hereby added to the Agreement:
  - a. Topaz T-L462 Signature Pad (Qty 2)
- 3. This Amendment shall not result in any change to the pricing set forth in the Agreement.
- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. Except as expressly indicated in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Navarro County, Texas
	11/2
Ву:	By: All ceur -
Name:	Name: H.M. DAVEN PORT, JN.
Title:	Title: NAVArro County Judge
Date:	Date: 11 - 20 - 2020