NAVARRO COUNTY COMMISSIONER'S COURT

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

- 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Moore Carried unanimously
- 2. Opening prayer by Comm. Moore
- 3. Pledge of Allegiance
- 4. Public Comment -no comments

Consent Agenda

Motion to approve consent agenda items 5-10 by Comm. Perry sec by Comm. Grant Carried unanimously

- Motion to approve and pay bills as submitted by the County Auditor, including Current bills (paid 2/10/2020)
 TO WIT PG 160-182
- 6. Motion to approve to pay the State Quarterly Fees for the 1st Quarter of Fiscal Year 2020 by the County Auditor
- 7. Motion to approve the minutes from the January 9, 2020 Planning and Zoning meeting

 TO WIT PG 183
- 8. Motion to approve a re-plat of Arrowhead, Phase II combining lots 123 & 124 for David & Rebecca Packer
- 9. Motion to approve a re-plat of The Shores, Phase VII, combining lots 501-R & 503 for James & Maria Allen
- 10. Motion to approve to pay bills for NCSO without Purchase Orders on February 10, 2020 TO WIT PG 184-195

Action Items

11. No action taken on Burn Ban-(burn ban is off)

- 12. Motion to approve accepting payment in Lieu of taxes from the City of Kerens housing Authority in the amount of \$8,678.19 by Comm. Perry sec by Comm.

 Olsen

 Carried unanimously
- 13. Motion to approve Tax Collection Report for January 2020, Mike Dowd by Comm. Moore sec by Comm. Perry TO WIT PG 197-203

 Carried unanimously
- 14. Motion to approve Resolution for Tax Abatement between Navarro County, and Audubon Metals LLC by Comm. Olsen sec by Comm. Moore Carried unanimously
 TO WIT PG 204-222
- 15. Motion to approve the posting of closing 2/10th of a mile on NE CR 1036 in Precinct 1 by Comm. Grant sec by Comm. Perry Carried unanimously
- 16. Motion to approve payment to RDO for purchase of Backhoe for PCT. 3 by Comm. Moore sec by Comm. Olsen Carried unanimously
 TO WIT PG No RDO presented
- 17. Motion to approve Software as a Service Agreement with Tyler Technologies for the County Clerk by Comm. Grant sec by Comm. Perry Carried unanimously
 TO WIT PG 223-236
- Motion to approve the Resolution for Victim Assistance Grant # 3968501 for the District Attorney's Office by Comm. Olsen sec by Comm. Moore Carried unanimously

 TO WIT PG 237
- 19. Motion to approve sale of fireworks for Texas Independence Day, March 2, 2020 by Comm. Moore sec by Comm. Grant

 TO WIT PG 238
 - Carried unanimously
- 20. 10:20 A.M. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel for Extension Office and IT by Comm. Olsen sec by Comm. Moore Carried unanimously
 - 11:29 A.M. Motion to come out of Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel for Extension Office and IT by Comm. Moore sec by Comm. Perry Carried unanimously

- 21. Motion to approve action taken in Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel for Extension Office and IT
 - 1. Agriculture Extension Agent Office: Motion of adjustment (which was overlooked during last budget session) to compensate Kari Davis for handling 2 employee positions duties as Office Manager
 - 2. IT Department: approve Temporary adjustment in salaries of the two IT employees until next budget session to reflect an increase in responsibilities due to the IT Director's retirement and in lieu of hiring a new IT Director at this time by Judge Davenport sec by Comm. Perry Carried unanimously
- 22. Motion to adjourn by Comm. Grant sec Comm. Perry Carried unanimously
- I, Sherry Dowd, Navarro County Clerk, Attest that the Foregoing is a true and accurate accounting of the Commissioners Courts authorized proceeding for February 10th 2020.

Signed, 10th day of February 2020.

Sherry Dowd, County Clerk

GENERAL FUND

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JOSEPH AGUILAR 5	JOSEPH AGUILAR 5	JOSEPH AGUILAR 5	JOSEPH AGUILAR 5	JASON GRANT 5	JASON GRANT 5	JANEITHA HURLEY 5	JANEITHA HURLEY 5	JANEITHA HURLEY 5	JANA MILLER 5	JACOBSON LAW FIRM PC 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5	IJS COMPANY 5 :	IJS COMPANY 5	IJS COMPANY 5 :	IJS COMPANY 5	IJS COMPANY 5 2	IJS COMPANY 5 2	IJS COMPANY 5 2	IJS COMPANY 5 :	IJS COMPANY 5	IJS COMPANY 5 2	IJS COMPANY 5 2	ICS JAIL SUPPLIES, I 5 2	ICS JAIL SUPPLIES, I 5 2
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2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-560-445	2020 101-406-410	2020 101-498-428	2020 101-498-428	2020 101-435-411	2020 101-435-411	2020 101-435-411	2020 101-435-411	2020 101-435-411	2020 101-435-411	2020 101-435-411	2020 101-425-411	2020 101-425-411	2020 101-425-411
REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	PROFESSIONAL SER	TRAVEL/CONFERENC	TRAVEL/CONFERENC	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED																			
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30130/	301307	301307	301307	301307	301307	301307	301307	301307	301307	301307	301307	301307	310307	310307	310391	310391	310391	310391	310495	310495													
11.40	72.09	95.00	20.00	12.00	11.40	55.43	11.40	72.09	10.00	87.00	26.40	72.09	10.00	10.00	1,754.93	645.35	401.70	459.40	55.40	115.59	5,273.40	173.65	82.50	650.00	231.25	231.25	231.25	231.25	227.50	327.50	50.00	100.00	200.00

LAW OFFICE OF MICAH LAW OFFICE OF MICAH	LAW OFFICE OF MICAH LAW OFFICE OF MICAH		LAW OFFICE OF KERRI	LAW OFFICE OF DANIEL	LAW OFFICE OF DANIEL	LAW OFFICE OF DANIEL	KELLY R MYERS, ATTOR	KEATHLEY LAW OFFICE,	KATHLEEN HODGE CAMER	KAREN CUNNINGHAM DEN	KAREN CUNNINGHAM DEN	KAREN CUNNINGHAM DEN	KAREN CUNNINGHAM DEN	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &	K & S TIRE TOWING &
5 2020 101-430-411 5 2020 101-435-411 5 2020 101-435-411	5 2020 101-430-485 5 2020 101-430-411 5 2020 101-430-411			5 2020 101-435-411			5 2020 101-435-490	_	5 2020 101-425-411	5 2020 101-435-411	5 2020 101-435-411	5 2020 101-425-411	5 2020 101-425-411	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-512-445	5 2020 101-512-445	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-560-445
COURT APPOINTED COURT APPOINTED COURT APPOINTED	OTHER LITIGATION COURT APPOINTED COURT APPOINTED	COURT APPOINTED COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	MENTAL / AD LITE	MENTAL / AD LITE	COURT APPOINTED	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINTE	REPAIRS & MAINTE	REPAIRS & MAINT	REPAIRS & MAINT	REPAIRS & MAINT				
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175.00 306.25 206.25	2.00 475.00 275.00	2,025.00 712.50	181.25	83.34 281.25	133.33	233.33	400.00	1,012.50	200.00	625.00	312.50	100.00	200.00	51.40	132.04	65.40	91.89	34.00	551.97	68.00	85.58	68.00	151.97	34.00	12.17	10.00

NAVARRO COUNTY ELECT NAVARRO COUNTY ELECT NAVARRO COUNTY ELECT NAVARRO COUNTY HISTO	NAVARRO COUNTY ELECT	NAVARRO COUNTY ELECT	NAVARRO COUNTY CHILD	NAVARRO CO TAX ASSES	NAVARRO CO TAX ASSES	NATALIE ROBINSON	MOORE TIRE & AUTO	MICHAEL J CRAWFORD	MICHAEL J CRAWFORD	MEN WATER SUPPLY COR	MCCOY'S BUILDING SUP	MCCOY'S BUILDING SUP	MCCOY'S BUILDING SUP	MCCOY'S BUILDING SUP	MAGNET, LOCAL CONTRI	M R SMITH PARLOR FOR	LEXIS NEXIS - DALLAS	LESLIE KIRK CSR	LENOVO FINANCIAL SER	LAW OFFICE OF SHANA	LAW OFFICE OF MICAH							
5 2020 101-402-430 5 2020 101-512-435 5 2020 101-512-435 5 2020 101-406-481	5 2020 101-402-430 5 2020 101-402-430	5 2020 101-402-430	5 2020 101-406-494 5 2020 101-406-483	5 2020 101-560-445	5 2020 101-560-445	5 2020 101-495-428	5 2020 101-560-445	5 2020 101-430-411	5 2020 101-430-411	5 2020 101-402-430	5 2020 101-512-385	5 2020 101-512-385	5 2020 101-512-385	5 2020 101-410-321	5 2020 101-406-492	5 2020 101-406-491	5 2020 101-475-419	5 2020 101-435-412		5 2020 101-435-411	5 2020 101-435-411	5 2020 101-435-411	5 2020 101-435-411	5 2020 101-435-485 (5 2020 101-435-411 (5 2020 101-435-485 (5 2020 101-435-411 (5 2020 101-435-485 (
UTILITIES - PARK UTILITIES UTILITIES NC HISTORICAL SO	UTILITIES - PARK UTILITIES - PARK	UTILITIES - PARK	CHILD WELFARE CRIMESTOPPERS	REPAIRS & MAINT	REPAIRS & MAINT	TRAVEL/CONFERENC	REPAIRS & MAINT	COURT APPOINTED	COURT APPOINTED	UTILITIES - PARK	COUNTY FARM	COUNTY FARM	COUNTY FARM	MAINTENANCE SUPP	MAGNET	HEALTH & SERVICE	DUES & SUBSCRIPT	TRANSCRIPTS	OPERATING EQUIPM	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	OTHER LITIGATION
2/4/2020 2/10/2020 2/6/2020 2/10/2020 2/6/2020 2/10/2020 2/3/2020 2/10/2020	_	_	2/3/2020 2/10/2020			2/4/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/4/2020 2/10/2020	2/5/2020 2/10/2020			_	_	_	_		2	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	٧,		
							310308				309750	309750	309750	309787					309881									
9.82 124.00 33.00 2,500.00	19.64 9.82	9.82	1,100.00	2,000,00	7.50	35.26	7.00	2,325.00	1,050.00	29.00	47.00	17.32	24.53	28.58	2,625.00	500.00	1,008.00	2,010.00	658.11	216.62	316.62	416.63	516.63	3.00	8/5.00	3.00	3.00	4.00

OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM			OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM	NORTHLAND COMMUNICAT	NORTHLAND COMMUNICAT	NORTHLAND COMMUNICAT	NORTH TEXAS JPCA	NORTH TEXAS JPCA	NORTH CENTRAL TX COU	NORTH & EAST TEXAS C	NEW LONDON TECHNOLOG	NEAL GREEN, JR	NEAL GREEN, JR	NEAL GREEN, JR	NEAL GREEN, JR	NAVCO SAFE & LOCK CO	NAVARRO COUNTY SENIO					
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2/5/2020 2/5/2020 2/5/2020	2/5/2020 2/5/2020 2/5/2020	2/5/2020	2/5/2020	2/5/2020	2/5/2020	2/5/2020	2/5/2020	2/5/2020	2/3/2020	2/4/2020	2/4/2020	2/4/2020	2/4/2020	2/3/2020	2/4/2020	2/4/2020	2/4/2020	2/4/2020	2/4/2020	2/4/2020	2/4/2020	2/5/2020	2/5/2020	2/5/2020	2/5/2020		
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69.98 44.99 46.02	419.88 104.97	37.98	61.19	15.88	15.98	139.96	0.10	13.38	18 87	430.76	143.99	40.00	40.00	8,291.00	225.00	225.00	196.00	17.00	100.00	80.00	20.00	365.00	450.00	1,155.00	1,625.00	1 635 00	3,000.00

OFFICE DEPOT INC-TXM	OFFICE DEPOT INC-TXM
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1 2	0.68 21.27 34.42 16.98 116.99 1169.99 1190.99 1190.99 1190.99 1190.99 1190.99 1190.99 1190.99 1190.99 1190.99 1190.99 1190.99

TEXAS ASSOCIATION OF	TEXAS ASSOCIATION OF	TEXAS ASSOCIATION OF	TEXAS ASSOCIATION OF	TEXAS A&M AGRILIFE E	T R WASHINGTON LAW O	SUSAN A WALDRIP COUR	SUPERCIRCUITS INC-TX	SPANISHONPATROL.COM	SOUTHWEST FILING & S	SOUTHWEST FILING & S	SOUTHERN TIRE MART,	SOUTHERN TIRE MART,	SOUTHERN TIRE MART,	SOUTHERN HEALTH PART	SOUTHERN HEALTH PART	SHERIFF, PETTY CASH	SHERIFF, PETTY CASH	SHERIFF, PETTY CASH	ROGERS ANIMAL HOSPIT	REPUBLIC SERVICES #0	REPUBLIC SERVICES #0	RENAISSANCE AUSTIN H	PROSPERITY BANK #107	PROSPERITY BANK #107	PITNEY BOWES INC	PHILIP R TAFT	OSI BATTERIES						
5 2020 101-497-428	5 2020 101-456-419	5 2020 101-456-419	5 2020 101-425-428	5 2020 101-421-428	5 2020 101-435-411	5 2020 101-425-412	5 2020 101-512-576	5 2020 101-512-576	5 2020 101-512-576	5 2020 101-512-576	5 2020 101-512-576	5 2020 101-512-576	5 2020 101-512-576	5 2020 101-512-428	5 2020 101-440-310	5 2020 101-440-310	5 2020 101-560-325	5 2020 101-560-325	5 2020 101-560-325	5 2020 101-512-460	5 2020 101-512-471	5 2020 101-560-370	5 2020 101-560-444	5 2020 101-560-428	5 2020 101-560-411	5 2020 101-410-430	5 2020 101-411-430	5 2020 101-498-428	5 2020 101-406-573	5 2020 101-406-574	5 2020 101-406-313	5 2020 101-435-470	5 2020 101-560-321
TRAVEL/CONFERENC	DUES & SUBSCRIPT	DUES & SUBSCRIPT	TRAVEL/CONFERENC	TRAVEL/CONFERENC	COURT APPOINTED	COURT REPORTER	CAPITAL IMPROVEM	SCHOOLS & TRAINI	OFFICE SUPPLIES	OFFICE SUPPLIES	TIRES	TIRES	TIRES	INMATE MEDICAL -	INMATE PHYSICIAN	GAS & OIL	VEHICLE MAINT. S	TRAVEL/CONFERENC	ESTRAYS	UTILITIES	UTILITIES	TRAVEL/CONFERENC	CAPITAL LEASE PR	CAPITAL LEASE IN	POSTAGE MAINTENA	MEDICAL EXAMINAT	OPERATING SUPPLI						
2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/4/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/6/2020 2/10/2020	2/6/2020 2/10/2020	2/4/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020	2/4/2020 2/10/2020	2/5/2020 2/10/2020	2/5/2020 2/10/2020
							310463	310463	310463	310463	310463	310463	310463	310375	310187	310187	310372	310423	310423										-				310499
325.00	35.00	35.00	125.00	150.00	525.00	561.12	(70.38)	70.38	1,349.94	1,799.97	99.99	3,599.84	3,999.92	99.00	17.54	104.50	352.00	460.00	1,488.00	28,661.62	27,000.00	10.00	18.39	15.74	345.00	503.34	230.78	197.73	43,000.00	16,516.50	230.00	1,312.50	10.00

TOUGH RUGGED LAPTOPS	TOUGH RUGGED LAPTOPS	TOMAS ECHARTEA	TOMAS ECHARTEA	TOMAS ECHARTEA	TOMAS ECHARTEA	TIMEKEEPING SYSTEMS	THE SIGN SHOP OF COR	THE JONES DEFENSE FI	THE BEAUCHAMP FIRM	TEXAS STATE UNIVERSI	TEXAS STATE UNIVERSI	TEXAS STATE UNIVERSI	TEXAS STATE UNIVERSI	TEXAS DISTRICT & COU	TEXAS DISTRICT & COU	TEXAS DISTRICT & COU	TEXAS ASSOCIATION OF	TEXAS ASSOCIATION OF															
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2020 101-560-320	2020 101-560-320	2020 101-430-410	2020 101-435-410	2020 101-435-410	2020 101-435-410	2020 101-512-457	2020 101-413-322	2020 101-430-411	2020 101-430-411	2020 101-430-411	2020 101-430-485	2020 101-435-411	2020 101-435-485	2020 101-435-411	2020 101-435-411	2020 101-457-428	2020 101-457-428	2020 101-459-428	2020 101-459-428	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-419	2020 101-475-428		
OPERATING EQUIPM	OPERATING EQUIPM	INTERPRETER	INTERPRETER	INTERPRETER	INTERPRETER	MAINT CONTRACT -	SIGN SUPPLIES	COURT APPOINTED	COURT APPOINTED	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	OTHER LITIGATION	COURT APPOINTED	COURT APPOINTED	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	DUES & SUBSCRIPT	TRAVEL/CONFERENC	DUES & SUBSCRIPT	DUES & SUBSCRIPT										
2/4/2020 2/10/2020		-	_		_	_						2/5/2020 2/10/2020	2/5/2020 2/10/2020		_	_		_				· N	N	Ν	N	2/4/2020 2/10/2020		Ŋ	2	2		N	, 2
3102/4	3102/4						309963																										
202.30	20 505	200.00	200.00	200.00	300.00	1,990.00	1,995.00	3/5.00	580.00	580.00	11.00	890.00	4.00	535.00	365.00	165.00	150.00	165.00	150.00	60.00	60.00	60.00	60.00	60.00	60.00	55.00	55.00	50.00	50.00	50.00	50.00	25.00	150.00

100.00		2/3/2020 2/10/2020	2/3/2020	CBP - GENERAL -	6 2020 161-576-612	PHILIP R TAFT
AMOUNT	PO NO	DATE TBP	VP DATE	ACCOUNT NAME	PP ACCOUNT#	VENDOR NAME
249.65				TION	JUVENILE PROBA	
65.98 83.67 100.00	310342 310342 310445	2/10/2020 2/10/2020 2/10/2020	2/3/2020 2/3/2020 2/3/2020 2/3/2020	DEPARTMENT SUPPL DEPARTMENT SUPPL DEPARTMENT SUPPL	6 2020 151-571-310 6 2020 151-571-310 6 2020 151-571-310	OFFICE DEPOT INC-TXM OFFICE DEPOT INC-TXM TROPHIES UNLIMITED L
AMOUNT	PO NO	DATE TBP	VP DATE	ACCOUNT NAME	PP ACCOUNT#	VENDOR NAME
409,635.33	I				CSCD	
550.00		2/10/2020	2/5/2020	COURT APPOINTED	5 2020 101-430-411	WILLIAM GROVER THOMP
4.00		2/10/2020	2/5/2020	OTHER LITIGATION	5 2020 101-430-485	WILLIAM GROVER THOMP
75.00		2/10/2020	2/6/2020	DUES & PUBLICATI	5 2020 101-435-419	WEST PUBLISHING CORP
444.00		2/10/2020	2/5/2020	PUBLICATIONS	5 2020 101-480-419	WEST PUBLISHING CORP
347.75		2/10/2020	2/5/2020	DUES & PUBLICATI	5 2020 101-435-419	WEST PUBLISHING CORP
347.75		2/10/2020	2/5/2020	DUES & PUBLICATI	5 2020 101-430-419	WEST PUBLISHING CORP
66.00		2/10/2020	2/5/2020	DUES & SUBSCRIPT	5 2020 101-458-419	WEST PUBLISHING CORP
645.00	310432	2/10/2020	2/4/2020	REPAIRS & MAINTE	5 2020 101-512-445	WATSON AIR CONDITION
780.00	310432	2/10/2020	2/4/2020	REPAIRS & MAINTE	5 2020 101-512-445	WATSON AIR CONDITION
1,885.00	309948	2/10/2020	2/4/2020	REPAIRS & MAINTE	5 2020 101-512-445	WATSON AIR CONDITION
2,450.00	309948	2/10/2020	2/4/2020	REPAIRS & MAINTE	5 2020 101-512-445	WATSON AIR CONDITION
80.00	309948	2/10/2020	2/4/2020	REPAIRS & MAINTE	5 2020 101-512-445	WATSON AIR CONDITION
260.00	309793	2/10/2020	2/4/2020	REPAIRS & MAINT	5 2020 101-568-446	WATSON AIR CONDITION
25.00	309793	2/10/2020	2/4/2020	REPAIRS & MAINT	5 2020 101-568-446	WATSON AIR CONDITION
40.00	310479	2/10/2020	2/5/2020	OPERATING EQUIPM	5 2020 101-512-320	VOVZIV
1,650.00	310479	2/10/2020	2/5/2020	OPERATING EQUIPM	5 2020 101-512-320	VOVZIV
7.00	309766	2/10/2020	2/5/2020	UNIFORMS	5 2020 101-560-426	TROPHIES UNLIMITED L
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CITY OF KERENS EDDIE PERRY ENGIE RESOURCES LLC EXPRESS TIRE COMPANY HUFFMAN COMMUNICATIO	B & G AUTO PARTS B & G AUTO PARTS BOOT BARN BOOT BARN	ASCO EQUIPMENT ATWOODS DISTRIBUTING ATWOODS DISTRIBUTING B & G AUTO PARTS B & G AUTO PARTS	VENDOR NAME	PROSPERITY BANK #107 PROSPERITY BANK #107 REPUBLIC SERVICES #0 SMALL ENGINE SALES & UNITED RENTALS INC- UNITED RENTALS INC-	NAVARRO COUNTY ELECT O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE PATHMARK TRAFFIC PRO PATHMARK TRAFFIC PRO
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309708	310465 310505 310505	310517 309705 309705 309706 309706	PO NO	310500 310402 310402 310402	309700 309700 310472 310472 310492 310492
99.70 7.50 80.55 55.00 41.12	55.00 111.40 125.95 112.45	93.78 18.47 73.97 22.95 84.00	14,929.80 AMOUNT	4.93 2,303.70 224.76 122.79 748.89 120.00	132.46 3.98 66.49 67.92 55.83 50.00

ENGIE RESOURCES LLC ENGIE RESOURCES LLC ENGIE RESOURCES LLC HUFFMAN COMMUNICATIO JERRY'S TIRE HOUSE MARTIN MARIETTA MATE MCCOY'S BUILDING SUP	VENDOR NAME	MARTIN MARIETTA MATE MARTIN MARIETTA MATE MARTIN MARIETTA MATE MARTIN MARIETTA MATE MOORE TIRE & AUTO O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE TRUCK PARTS & SERVIC WELCH STATE BANK WELCH STATE BANK
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2020 213-613-430 2020 213-613-430 2020 213-613-450 2020 213-613-325 2020 213-613-376 2020 213-613-371 2020 213-613-371 2020 213-613-321 2020 213-613-321 2020 213-613-321 2020 213-613-321 2020 213-613-321 2020 213-613-321	ROAD & BRIDGE ACCOUNT #	2020 212-612-330 2020 212-612-376 2020 212-612-376 2020 212-612-345 2020 212-612-321 2020 212-612-321
UTILITIES UTILITIES UTILITIES MAINT CONTRACT TIRES ROAD MATERIAL MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP	#3 ACCOUNT NAME	JANITORIAL SUPPL ROAD MATERIAL ROAD MATERIAL ROAD MATERIAL REPAIRS & MAINTE MAINTENANCE SUPP CAPITAL LEASE IN CAPITAL LEASE PR
	VP DATE DATE TBP 2/6/2020 2/10/2020	2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020 2/5/2020 2/10/2020
310504 309729 310482 310421 310421 310421 310421 310423	PO NO	309712 310473 309714 309714 310503 309719 309719 309719 310511 310511
22.13 131.82 9.77 41.12 820.50 1,785.42 20.53 660.00 184.29 4.65 9.69 8.49	6,286.10 AMOUNT	51.39 525.24 311.94 1,395.00 7.00 3.14 63.02 146.11 -10.97 10.97 10.97 99.93 168.00 111.00 83.47 2,317.08

ENGIE RESOURCES LLC ENGIE RESOURCES LLC EXPRESS TIRE COMPANY GILFILLAN HARDWARE GILFILLAN HARDWARE HUFFMAN COMMUNICATIO MCCOY'S BUILDING SUP MCCOY'S BUILDING SUP MCCOY'S BUILDING SUP MCCOY'S BUILDING SUP	VENDOR NAME	O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE O'REILLY AUTOMOTIVE RDO EQUIPMENT COMPAN RDO EQUIPMENT COMPAN REPUBLIC SERVICES #0 VOLVO & MACK TRUCKS WINDSTREAM WINDSTREAM	MILLS AUTO SUPPLY MOORE TIRE & AUTO MOORE TIRE & AUTO NAVARRO CO TAX ASSES NAVARRO CO TAX ASSES
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2020 214-614-321 2020 214-614-430 2020 214-614-445 2020 214-614-321 2020 214-614-495 2020 214-614-495 2020 214-614-495 2020 214-614-495 2020 214-614-495 2020 214-614-495 2020 214-614-495 2020 214-614-495 2020 214-614-495	ROAD & BRIDGE	2020 213-613-321 2020 213-613-321 2020 213-613-321 2020 213-613-573 2020 213-613-573 2020 213-613-573 2020 213-613-430 2020 213-613-435 2020 213-613-435 2020 213-613-435	2020 213-613-321 2020 213-613-445 2020 213-613-445 2020 213-613-445 2020 213-613-445 2020 213-613-430
MAINTENANCE SUPP UTILITIES UTILITIES REPAIRS & MAINTE MAINTENANCE SUPP MISCELLANEOUS MISCELLANEOUS CULVERTS MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS MISCELLANEOUS	#4 ACCOUNT NAME	MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP MAINTENANCE SUPP CAPITAL LEASE PR CAPITAL LEASE PR UTILITIES MAINTENANCE SUPP TELEPHONE	MAINTENANCE SUPP REPAIRS & MAINTE
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309735 309740 309742 309742 309759 309759 310404 310452	PO NO	309731 309731 310302 310302 310302	309730 310461 310461
5.15 11.70 30.58 30.00 93.24 90.16 41.13 5.32 60.48 1,227.08 18.42 19.39	81,312.27 AMOUNT	8.18 53.22 (29.36) 51.24 75,978.48 1,000.00 86.76 50.64 173.28 111.68	10.88 7.00 7.00 7.50 7.50

AT&T LENOVO FINANCIAL SER LENOVO FINANCIAL SER	VENDOR NAME		WILLIAMS GIN & GRAIN WINDSTREAM	TOMMY MONTGOMERY SAN	PROSPERITY BANK #107	MOORE TIRE & AUTO	MCCOY'S BUILDING SUP																	
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2020 232-455-435 2020 232-456-320 2020 232-457-320	ACCOUNT#	JUSTICE COURT TECHNOLOGY	2020 214-614-321 2020 214-614-435	2020 214-614-573 2020 214-614-453	2020 214-614-574	2020 214-614-495 2020 214-614-445	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495	2020 214-614-495
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309995 309995	PO NO	ı	309753		3104/5							310501	310501	310501	310501	310501			310452	310452	310452			310452
177.22 175.87 175.88	AMOUNT	11,728.62	4,153.37 4.30 55.96	4,034.76	403.12	214.12	1.81	176.35	25.48	22.52	56 94	51 14	45 18	1 63	100.00	4 56 4 56	2 91	8.48	1.16	5.49	15.57	5.87	19.39	45.76

	OFFICE DEPOT INC-TXM	LIONHEART ALLIANCE L	LIONHEART ALLIANCE L	LIONHEART ALLIANCE L	LIONHEART ALLIANCE L	FEDEX - TXMAS	FEDEX - TXMAS	FEDEX - TXMAS	COVERTTRACK GROUP IN	COVERTTRACK GROUP IN	COVERTTRACK GROUP IN	VENDOR NAME			KATIE LIVINGSTON	KATIE LIVINGSTON	KATIE LIVINGSTON	VENDOR NAME			OFFICE DEPOT INC-TXM	LENOVO FINANCIAL SER	LENOVO FINANCIAL SER					
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	2020 321-521-310	2020 321-548-585	2020 321-548-585	2020 321-548-585	2020 321-548-585	2020 321-516-411	2020 321-516-411	2020 321-516-411	2020 321-521-411	2020 321-521-411	2020 321-521-310	ACCOUNT#	FUND 321 - HIDTA		2020 236-456-428	2020 236-456-428	2020 236-456-428	ACCOUNT#	JUSTICE COURT BUILDING SECURITY		2020 232-459-320	2020 232-459-320	2020 232-457-320	2020 232-457-320	2020 232-457-320	2020 232-457-320	2020 232-459-320	2020 232-458-320
	SUPPLIES	EQUIPMENT	EQUIPMENT	EQUIPMENT	EQUIPMENT	SERVICES	SERVICES	SERVICES	SERVICES	SERVICES	SUPPLIES	ACCOUNT NAME			TRAVEL/CONFERENC	TRAVEL/CONFERENC	TRAVEL/CONFERENC	ACCOUNT NAME	ILDING SECURITY		OPERATING EQUIPM							
		2/3/2020 2,	2/3/2020 2	2/3/2020 2	2/3/2020 2	2/3/2020 2	2/3/2020 2	2/3/2020 2	2/3/2020 2,	2/3/2020 2	2/3/2020 2	VP DATE D			2/4/2020 2		2/4/2020 2	VP DATE D			2/5/2020 2	2/5/2020 2	2/5/2020 2	2/5/2020 2	2/5/2020 2/			2/4/2020 2/
./ 10/ 6010	2/10/2020	2/10/2020	2/10/2020	2/10/2020	2/10/2020	2/10/2020	2/10/2020	2/10/2020	2/10/2020	2/10/2020	2/10/2020	DATE TBP			2/10/2020	2/10/2020	2/10/2020	DATE TBP			2/10/2020	2/10/2020	2/10/2020	2/10/2020	/10/2020	1/10/2020	2/10/2020	/10/2020
0.10	310256	310208	310208	310208	310208				310013	310013	310013	PO NO		1				PO NO		•	310384	310384	310440	310440	310440	310440	309995	309995
11:10	42.79	300.00	136.00	940.00	19,246.80	112.79	108.51	65.10	15.00	600.00	1,095.00	AMOUNT		586.95	125.35	192.50	269.10	AMOUNT	,	1,532.80	144.46	94.40	102.93	102.93	102.93	104.44	175.87	175.87

DANNIE PATRICK CAUBL ENGIE RESOURCES LLC ENGIE RESOURCES LLC IRVING POLICE DEPT IRVING POLICE DEPT IRVING POLICE DEPT	CARROLLION POLICE DE CEDAR HILL POLICE DE CITY OF DENTON CITY OF RICHARDSON P CITY OF RICHARDSON P	AMARILLO POLICE DEPA AT&T MOBILITY- HIDTA	TACTICAL MEDICAL SOL TACTICAL MEDICAL SOL TEXAS DEPT OF PUBLIC
2 2020 322-520-411 SERVICES 2 2020 322-516-418 FACILITIES 2 2020 322-516-418 FACILITIES 2 2020 322-526-120 OVERTIME 2 2020 322-549-120 OVERTIME 2 2020 322-549-120 OVERTIME	2 2020 322-526-120 OVERTIME 2 2020 322-527-120 OVERTIME 2 2020 322-516-418 FACILITIES 2 2020 322-516-418 FACILITIES 2 2020 322-526-120 OVERTIME 2 2020 322-526-120 OVERTIME	2 2020 322-533-120 OVERTIME 2 2020 322-535-411 SERVICES 2 2020 322-526-411 SERVICES 2 2020 322-521-411 SERVICES 2 2020 322-515-411 SERVICES 2 2020 322-515-411 SERVICES 2 2020 322-516-411 SERVICES 2 2020 322-516-411 SERVICES 2 2020 322-516-411 SERVICES 2 2020 322-517-411 SERVICES 2 2020 322-523-411 SERVICES 2 2020 322-523-411 SERVICES 2 2020 322-524-411 SERVICES 2 2020 322-524-411 SERVICES	2 2020 321-531-310 OFFICE SUPPLIES 2 2020 321-531-310 OFFICE SUPPLIES 2 2020 321-527-120 OVERTIME FUND 322 - HIDTA PP ACCOUNT # ACCOUNT NAME
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2,877.24 1,332.07 2,070.56 451.57 582.93 2,322.36	5,741.19 1,276.38 25.29 25.17 562.03 1,419.93	1,270.75 94.20 329.80 179.55 359.10 170.70 (379.30) 114.75 94.20 431.10 190.63 94.20 500.40	2,010.66 51.75 3,695.45

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2 2020 322-526-120 OVERTIME 2/3/2020 2/10/2020 2 2020 322-516-418 FACILITIES 2/3/2020 2/10/2020 310368			2/	OVERTIME	2 2020 322-527-120	KAUFMAN COUNTY AUDIT
2 2020 322-526-120 OVERTIME 2/3/2020 2/10/2020		310368	2/	FACILITIES	2 2020 322-516-418	JANITOR'S WORLD
			2/	OVERTIME	2 2020 322-526-120	IRVING POLICE DEPT

GRAND TOTAL

655,785.64

100,204.27



NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Stanley Young - Director



Osha Joles - Addressing Manager Scott Wiley - Environmental Services

www.co.navarro.tx.u

PLANNING AND ZONING COMMISSION MINUTES

January 9, 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 -	absent	Bryan Roach -	absent
Vicki Farmer	present	Jeff Smith -	absent
Clay Jackson –	absent	Kenneth Guard —	absent
Kit Herrington -	present	Caleb Jackson –	absent
Julie Humphries -	absent	Phil Seely -	present

Item #2 on the agenda was consideration of approving the minutes from the December 5th, 2019 Planning and Zoning meeting.

Motion to approve by Commissioner Mike Frankos, second by Commissioner Kit Herrington, all voted aye.

Item #3 on the agenda was consideration of an Application for a Specific Use Permit for the addition of Recreational Vehicle spaces and the placement of rental Cabins for Kelly Murphy.

Motion to approve by Commissioner Stuart Schoppert, second by Commissioner Phil Seely, all voted aye, save one nay by Commissioner Mike Frankos. (Approved 6 to 1).

Item #4 on the agenda was consideration of approving an Application for a Zoning District Change from SF-2 to Planned Development with SF-2 base Zoning for Texas Land & Lakes, LLC.

Motion to deny application to rezone from SF2 to Planned Development, but amend to allow it to remain SF2 with 100 feet wide minimum lot width by Commissioner Mike Frankos, second by Commissioner Stuart Schoppert, all voted aye, save one nay by Commissioner John Smith. (Amendment approved 6 to 1).

Item #5 on the agenda was the Chairman's report. Chairman Jacobson had no report.

Adjourn.

154

K & S TIRE TOWING AND RECOVERY, INC.

1310 N. BUSINESS 45

RECEIVE Phone: 903-872-0745 Fax: 903-872-3363

INVOICE 74538

INVOICE

NAVARRO COUNTY

312 W 2ND AVE.

CORSICANA, TX

FEB 0 5 2020

NAVARRO COUNTY

75 AUDITOR'S OFFICE

2015 Chevrolet - UNIT#2580 -

Lic#: 120-0931

Unit #: UNIT#2580

VIN #: 1GNLC2EC3 FR618654

Date: 02/03/2020

Odometer In: 170111

Fax 903-654-3044 KRYST krystal 903 875-3960 Part Description / Number Qty Sale Ext **OIL FILTER** 1.00 5.45 5.45 115MP or MGL10060 10W30 SYNTHETIC 8.00 8.33 66.64 ENGINE OIL per qt ALIGNMENT-PASSENGER CAR & 1.00 59.95 59.95 1/2 TON ALIGN

Office 903-654-3001 DISP kris matthews 903-654-7576

Labor Description Ext SERVICE 11.40 Changed Motor Oil & Replaced Filter, Replaced with synthetic oil., Lube Chassis, Check all Fluid Levels MOUNT & BALANCED TIRES @ 10.00 40.00 Symptoms: * PO#

Mino Stevard

Org, Estimate 0.00 Revisions Current Estimale

Parts: 132.04 SubTotal: 1B3.44 Tax: 0.00 Total: 183.44

51.40

\$183.44

Vehicle Received: 2/3/2020

Customer Number: 363

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street. Notways at elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thefeto. Withranty on pages and liptor is 3 Months or 3000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature

Date

Labor:

Bal Due:



FEB 0 5 2020

NAVARRO COUNTY AUDITOR'S OFFICE

NAVARRO COUNTY AUDITOR'S OFFICE

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

Natalle 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 alt	ached item is being returned for the following reasons:									
X	Item incurred before purchase order issued									
۵	Purchase order number is inconsistent with invoice									
٥	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									
٥	Budget Account Number (Line Item) is missing – Acct #									
a	Insufficient budget									
۵	Payment Request inconsistent with County Policy									
٥	Other									
	provide the additional documentation or explanation necessary to process this payment request. tice must remain attached to the payment request.									
Addition	nal explanation: Kts inv th 74536									
	Did not call to get PO.									
The Department Head or Elected or Appointed Official must sign this form confirming notification that the Navarro County Purchasing Policy was not followed on this purchase.										
Signati	Signature Date									

K & S TIRE TOWING AND RECOVERY, INC.

1310 N. BUSINESS 45

CORSICANA, TX. 75110

Phone: 903-872-0745 Fax: 903-872-3363

INVOICE 74505

INVOICE

FFB 0 3 2020

2014 Chevrolet - UNIT#2472 -

Date: 01/29/2020

NAVARRO COUNTY NAVARRO COUNTY 312 W 2ND AVE.

AUDITOR'S OFFICE

Lic#: 113-8266

Odometer In: 161966

CORSICANA, TX

Office 903-654-3001 DISP kris matthews 903-654-7576

Unit #: UNIT#2472

Fax 903-654-3044 KRYST krystal 903 875-3960

VIN # 1GNLC2E06 ER179082

Driver: RANDY NANNY 903-851-6508

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
DOOR PANEL 84127277	1.00	551.97	551.97	REPLACED LEFT FRONT DOOR PANEL.	34.00

Debit: 101 - 560-445 Desc. Unit 2472 - Replaced front door panel \$ 551.97

Org. Estimate 0.00 Revisions 0.00 Current Estimate 0.00

34.00 Labor: Parts: 551.97 SubTotal: 585.97 Tax: 0.00 Total: 585.97 **Bal Due:** \$585.97

I Paymenta - 1

Vehicle Received 1/29/2020

Customer Number: 363

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the carror truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs therein. Warranty on parts and labor is 3 Months or 3000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair

Signature



FEB 0 5 2020

NAVARRO COUNTY AUDITOR'S OFFICE

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Terri Gillen, County Auditor

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Fax: (903) 654-3097

INTEROFFICE MEMO

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X	Item incurred before purchase order issued						
a	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						
0	Signature or date not present						
Q	Budget Account Number (Line Item) is missing - Acct #						
۵	insufficient budget						
а	Payment Request inconsistent with County Policy						
0	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: IC & S - Inv 7450S							
	Did not call to get 70						
The Department Head or Elected or Appointed Official must sign this form confirming notification that the Navarro County Purchasing Policy was not followed on this purchase.							
Monus Steward 02/05/2020							
Signati	Bignature Date						

Revised 06/24/19

K & S TIRE TOWING AND RECOVERY, INC.

INVOICE

74499

Fax: 903-872-3363

FEB 0 3 2020 FEB 0 5 2020

INVOICE

Date: 01/29/2020

NAVARRO COUNTY SHERIF ORINBIOPievrolet - Tahoe PPV - 5.3L, V8 (325CI) VIN(C)

312 W 2ND AVE.

OFF#C#385503

Odometer In: 39505

CORSICANA, TX 75110

Office 903-654-3001 DISP kris matthews 903-654-7576

Unit # : 2809

VIN #: 1GNLCDEC7 JR311878

Fax 903-654-3044 KRYST krustal 903 875-3960

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
OIL FILTER	1.00	5.45	5.45	SERVICE	11.40
115MP or MGL10060 AIR FILTER	1.00	17.67	17.67		•
MGA42487				MOUNT & BALANCE FRONT TIRES Symptoms: *	20.00
1/4 X 1 1/2 BOLT BOLT	3.00	0.36	1.08	REPLACED BOLTS ON SPEAKERS	34.00
1/4 LOCK NUT NUT	3.00	0.13	0.39	PO#	
1/4 WASHER WASHER	6.00	0.11	0.66		
10W30 SYNTHETIC ENGINE OIL per qt	8.00	8.33	66.64		

DESIE 101-560-445 landor#:

Org. Estimate 0 00

Vehicle Received: 1/29/2020

Revisions

0.00

Current Estimate

Labor: 65.40 Parts: 91.89

SubTotal:

157.29

Tax: Total:

0.00 157.29

Bal Due:

\$157.29

Customer Number: 363

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and labor is 3 Months or 3000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature



FEB 0 5 2020

NAVARRO COUNTY AUDITOR'S OFFICE

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

Natalie Robinson, First Assistant Kaya 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

	HALEHOLI JOE MICHIO							
The att	ached item is being returned for the following reasons:							
Х	Item incurred before purchase order issued							
Q	Purchase order number is inconsistent with invoice							
a	Amount billed does not match the purchase order							
٥	Vendor on purchase order does not match invoice							
0	Insufficient documentation to process payment							
٥	Signature or date not present							
0	Budget Account Number (Line Item) is missing Acct #							
0	Insufficient budget							
۵	Payment Request inconsistent with County Policy							
Q	Other							
	provide the additional documentation or explanation necessary to process this payment request. tice must remain attached to the payment request.							
Additional explanation: <u>KES-INU 74499</u>								
	Did not call to get to							
The Department Head or Elected or Appointed Official must sign this form confirming notification that the Navarro County Purchasing Policy was not followed on this purchase.								
Signature Date								

K & S TIRE TOWING AND RECOVERY, INC.

RECEIVED 1310 N. BUSINESS 45 CORSICANA, TX. 75110

INVOICE

74508

7-1745 Fax: 903-872-3363 FEB 0 3 2020 INVOICE Date: 01/30/2020 NAVARRO COUNTY SHERIFFO COUNTY 0 GENERATOR -312 W 2ND AVE. AUDITOR'S OFFICEVARRO COUNTY : Odometer In: 0 AUDITOR'S OFF CORSICANA, TX 75110 AL# : GREEN IN#: MAINTANCEBAY Office 903-654-3001 DISP kris matthews 903-654-7576 Fax 903-654-3044 KRYST krystal 903 875-3960 Bonerator #2-maint. Bay Part Description / Number **Labor Description** Qty Sale Ext Ext **BLOCK HEATER** 1.00 123.33 123.33 REPLACED BLOCK HEATER 68.00 3308002 PO# 5/8 HEATER HOSE per ft. 8.00 3.58 28.64 HEATER HOSE Debit. /11-512-445 Desc. Generator #2 - Replaced block heater \$ 151.97 Org. Estimate 0.00 Revisions 0.00 Current Estimate 0.00 Labor: 68.00 Parts: 151.97 SubTotal: 219.97

[Payments -]

Vehicle Received: 1/30/2020

Bal Due: \$219.97 Customer Number: 363

0.00

219.97

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Signature

Dale______

Tax

Total:



FEB 0 5 2020

NAVARRO COUNTY

AUDITOR'S OFFICE

Terri Gillen, County Auditor

NAVARRO COUNTY AUDITOR'S OFFICE

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

Fax: (903) 654-3097

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

INTEROFFICE MEMO

Phone: (903) 654-3095

The att	ached item is being returned for the following reasons:						
X	Item incurred before purchase order issued						
٥	Purchase order number is inconsistent with invoice						
٥	Amount billed does not match the purchase order						
0	Vendor on purchase order does not match invoice						
0	Insufficient documentation to process payment						
	Signature or date not present						
0	Budget Account Number (Line Item) is missing – Acct #						
0	Insufficient budget						
٥	Payment Request inconsistent with County Policy						
Q	Other						
	provide the additional documentation or explanation necessary to process this payment request. tice must remain attached to the payment request.						
Addition	nal explanation: <u>K&S - Inv 74808</u>						
	Did Not call toget 20.						
The Department Head or Elected or Appointed Official must sign this form confirming notification that the Navarro County Purchasing Policy was not followed on this purchase.							
Signate	Signature Date						

192

K & S TIRE TOWING AND RECOVERY, INC. Phote 903-970

INVOICE 74410

one: 903-872-0745 Fax: 903-872-3363

FEB 0 5 2020

INVOICE

FFR 0 3 2020

PRO COINTY

Date: 01/17/2020

312 W 2ND AVE.

NAVARRO COUNTY SHERIFF NAVARRO COUNTY

CORSICANA, TX 75110

AUDITOR'S OFFICE

Odometer In: 92650

Office 903-654-3001 DISP kris matthews 903-654-7576

Unit #: UNIT#2691

VIN #: 1GNLCDEC7 GR252632

Fay 903,654,3044 KRYST, krystal 903,875,3960

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
				<u> </u>	
HEATER HOSE	1.00	78.08	78.08	REPLACED HEATER HOSE	68.00
23492579					
RED ANTIFREEZE	0.50	14.99	7.50	PO#	
RED				••••	

101-600-445

Describing 101-600-445

Describing 101-600-445

PO: NA- Uni+2691-Labor \$ 68.00

74410

Org. Estimale 0.00

Ravisions

0.00

Current Estimate

Labor: Parts:

68.00 85.58

SubTotal:

153.58 0.00

Tax: Total:

153.58

Bal Due:

\$153.58

(Payments -)

Vehicle Received: 1/17/2020

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Warranty on parts and jabor is 3 Months or 3000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Signature

RECEIVED



FEB 0 5 2020

NAVARRO COUNTY AUDITOR'S OFFICE

Revised 06/24/19

NAVARRO COUNTY AUDITOR'S OFFICE

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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

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Fax: (903) 654-3097

INTEROFFICE MEMO

The attached item is being returned for the following reasons:	
Item incurred before purchase order issued	
Purchase order number is inconsistent with invoice	
Amount billed does not match the purchase order	
Vendor on purchase order does not match invoice	
□ Insufficient documentation to process payment	
□ Signature or date not present	
Budget Account Number (Line Item) is missing – Acct #	
🗅 Insufficient budget	
Payment Request Inconsistent with County Policy	
D 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: KES - Inv 74410	-
Did not call to get 40	
The Department Head or Elected or Appointed Official must sign this form confirming notification that the Navarro County Purchasing Policy was not followed on this purchase.	
Signature Steward 02/05/2020	

ROGERS ANIMAL HOSPITAL

RECEIVED CORSICANA, TX 75110

(903) 87RECEIVED

FEB 0 5 2020

FEB 0 4 2020

NAVARRO COUNTY SHERWAYARRO COUNTY

AUDITOR'S OFFICE

312 WEST 2ND AVE. CORSICANA, TX 75110

ATTN: CRYSTAL

NAVARRO COUNTY AUDITOR'S OFFICE Client ID: 16001

Invoice #: 42337

Date: 1/13/2020

Page 1 / 1

Patient ID: 1	5001-06	Species: CANINE		Weight: 70.00 pou	nds
Patient Name 5	TRAY	Breed SHEPHE	RDMIX	Birthday: 01/10/2009	Sex: Neutered Male
	Description		Staff Name	Quantity	<u>Total</u>
1/10/2020	-P.O. 7509763		Debbie Rogers	1.00	\$0.00
	EXAM - ROUTIN	E SMALL ANIMAL		1.00	\$55.00
	RADIOGRAPH -			1.00	\$110.00
	RADIOGRAPH-A	DDITIONAL VIEW		1.00	\$55.00
	2ND RADIOGRA	PH @ NO CHARGE		1.00	(\$55.00)
	RADIOGRAPH-A	DDITIONAL VIEW		1.00	\$55.00
	3RD RADIOGRA	PH @ NO CHARGE		1.00	(\$55.00)
	EUTHANASIA 41	-80 LB (ANY SPECIES)		1.00	\$130.00
	CARE OF REMA	INS-SMALL ANIMAL		1.00	\$50.00
				Patient Subtotal:	\$345.00
				invoice Total:	\$345.00
				Total:	\$345.00
				Balance Due:	\$345.00
				Previous Balance:	\$251.25
				Balance Due:	\$596.25

Monio Steward 02/04/2020

Debit:	01-	56	0-41	1	
Desc:	Est	Tau	Dog -	Euthniz	pn
PO#:	NA	J	U		۱ ب
Invoice#	4	23	37		
Vender#		010			

RECEIVED



FEB 0 5 2020

NAVARRO COUNTY AUDITOR'S OFFICE

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 Ciay, Assistant Patty Wells, Assistant Jan Wise, Administrative Assistant

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Phone: (903) 654-3095

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INTEROFFICE MEMO

The att	ached item is being returned for the following reasons:
X	Item incurred before purchase order issued
۵	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
O	Insufficient documentation to process payment
0	Signature or date not present
o	Budget Account Number (Line Item) is missing – Acct #
٥	Insufficient budget
o	Payment Request inconsistent with County Policy
Q	Other
	provide the additional documentation or explanation necessary to process this payment request. tice must remain attached to the payment request.
Addition	nal explanation: Rogers Inv # 42337 - Did not call but a 70.
_0	
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.
	rivo Steward 02-05-2020 Date
Signate	
Hevised	06/24/19

PAY TO THE ORDER OF MEMO: 2019 PILOT HOUSING AUTHORITY OF THE CITY OF KERENS
P.O. BOX 279
KERENS, TX 75144 MIKE DOWD, TAX ASSESSOR NAVARRO COUNTY ** EIGHT THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS AND 19 CENTS ** #125922888 #1564880H PROSPERITY BANK 88-2265/1131 11E 1 E 1 E 1 E 1 E 1 E 1 DATE 01/28/20 OID AFTER 90 DAYS AMOUNT ****8,676.19 CHECK NO. 00018495 18495

\$12

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

TOTAL PAGES INCLUDING COVER SHEET__7_

31.39%	\$5,89	\$7,851.85	0.00	\$0.00	\$7,851,85	\$5.70	\$0.00	57,846.15	TOTAL
	5.89	29,46	0.00	0.00	29.46	5.70	0.00	23.76	DELINQUENT
\$24,916.4:	0.00	7,822.39	0.00	0.00	7,822.39	0.00	0.00	7,822,39	CURRENT
									CITY OF BARRY
47.90%	\$2,981.09	\$5,117,433.52	500.39	\$0.00	\$5,117,933.91	\$3,947.52	\$0.00	\$5,113,986,39	TOTAL
	2,981,09	16,170.84	2,64	0.00	16,173.48	3,947.52	0.00	12,225.96	DELINQUENT
\$10,650,391.5	0.00	5,101,262.68	497.75	0.00	5,101,760,43	0.00	0.00	5,101,760.43	CURRENT
					and the second of the second o				CITY OF CORSICANA
18.61%	\$1,227.36	\$72,006.91	1.02	\$0.00	\$72,007.93	\$1,537.79	\$97.18	\$70,567.32	TOTAL
	1,227.36	6,136.76	0.00	0.00	6,136.76	1,537.79	0.00	4,598.97	DELINQUENT
\$354,406.7	0.00	65,870.15	1.02	0.00	65,871.17	0.00	97.18	65,968.35	CURRENT
							refere on applied per velap all the formal and the first a		CITY OF KERENS
25.80%	\$496.61	\$68,984.97	6.43	\$0.00	\$68,991.40	\$547.00	\$0.00	\$68,444,40	TOTAL
	196.61	2,483.06	0.00	0.00	2,483.06	547.00	0.00	1,936.06	DELINQUENT
\$257,770.04	0.00	66,501.91	6.43	0.00	66,508.34	0.00	0.00	66,508.34	CURRENT
				emente de la facilità de la marte en la facilità de la facilità della facilità de	de servición de la companya de la co				CITY OF RICE
43.95%	\$2,527.51	\$2,070,033.55	101.21	\$0,00	\$2,070,134.76	\$3,101,39	\$0,00	\$2,067,033.37	TOTAL
	2,527.51	12,793.50	0.51	0.00	12,794.01	3,101.39	0.00	9,692.62	DELINQUENT
54,680,613.19	0.00	2,057,240.05	100.70	0,00	2,057,340.75	0.00	0.00	2,057,340.75	CURRENT
	of many comments of the party dates the party of the part	defined on to							NAVARRO COLLEGE
44,64%	\$12,646.44	\$11,005,010.62	544.15	\$0.00	\$11,005,554.77	\$15,590.16	\$0.00	\$10,989,964.61	TOTAL
	12,646.44	64,202.90	2.72	0.00	64,205.62	15,590,16	0.00	48,615.46	DELINQUENT
\$24,510,611.0	0.00	10,940,807.72	541.43	0.00	10,941,349,15	0.00	0.00	10,941,349.15	CURRENT
								LVING&CLEARING	NAVARRO CO REVOLVING&CLEARING
% CURRENT LEVY COLLECTED	MEMO ONLY	NET TAXES	RENDITION PENALTY CAD%	COLLECTION	TVLOLARS	PENALTY &	DISCOUNT	TAXES	DESCRIPTION

ACTGL_END_OF_PERIODIZIO00000.rdf ver. 1.10
Prepared by AROBERTSON on 02/03/2020 14:48:41
Neverro County Tax Office

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION	PENALTY CAD%	NET TAXES	MEMO ONLY	COLLECTED
CITY OF EMHOUSE									
CURRENT	3,784.51	0.00	0.00	3,784.51	0.00	0.00	3,784.51	0.00	\$12,294.2
DELINQUENT	253,50	0.00	120.19	373.69	0.00	0.00	373.69	60,30	
TOTAL	\$4,038.01	\$0.00	\$120.19	\$4,158.20	00 00	0.00	\$4,158.20	\$60.30	30,78%
CITY OF RICHLAND									
CURRENT	6,904.49	0.00	0.00	6,904,49	0.00	0.25	6,904.24	0.00	\$23,404.0
DELINQUENT	9.82	0.00	3.54	13.36	0.00	0.00	13.36	2.67	
TOTAL	\$6,914.31	\$0.00	\$3.54	\$6,917.85	\$0 00	0.25	\$6,917.60	\$2.67	29.50%
CITY OF GOODLOW									
CURRENT	890.52	0.00	0.00	890.52	0.00	0.05	890.47	0.00	\$4,648.5
TOTAL	\$890.52	\$0.00	\$0.00	\$890.52	\$0.00	0.05	\$890,47	\$0.00	19,16%
CITY OF FROST									
CURRENT	29,003.14	35.18	0.00	28,967.96	0.00	0.54	28,967.42	0.00	\$110,937.4
DELINQUENT	649 60	0.00	174.80	824,40	0.00	0.00	824.40	164.87	
TOTAL	\$29,652,74	\$35.18	\$174.80	\$29,792.36	\$0.00	0.54	\$29,791.82	\$164,87	26.14%
CITY OF DAWSON		200							W
CURRENT	29,623.06	0.00	0.00	29,623.06	0.00	3,44	29,619.62	0.00	\$115,296.0
DELINQUENT	97.17	0.00	50.08	147,35	0,00	0.00	147.35	29.48	
TOTAL	\$29,720.33	\$0.00	\$50.08	\$29,770.41	\$0.00	3,44	\$29,766.97	\$29,48	25.69%
CITY OF BLG GROVE									
CURRENT	40,597.46	0.00	0.00	40,597.46	0.00	0.04	40,597,42	0.00	\$140,291.2
DELINQUENT	195.32	0.00	45.69	241.01	0.00	0.00	241.01	48.21	
TOTAL	\$40,792.78	\$0,00	\$45.69	\$40,838,47	\$0.00	0.04	\$40,838.43	\$48.21	28.94%

DESCRIPTION	TAXES	DISCOUNT	PENALTY &	SURTOTAL	COLLECTION	RENDITION PENALTY	NET TAXES	NEMO ONLY	% CURRENT
NAVARRO COUNTY ENERGENCY	NERGENCY								COLLECTED
CURRENT	73,997.22	0.00	0.00	73.997.22	770.00	2 52			
DELINQUENT	787.90	0.00	239.4B	1.027.38	C8 29	o 90	/3,010./2	0.00	\$188,764.5
TOTAL	\$74,785.12	\$0.00	\$239,48	\$75,024,60	CS EEFS		20.50	204,07	
HENDERSON COUNTY LEVEE	LEVEE					0.50	374,370.20	3204,07	39.20%
CURRENT	34,745.34	0.00	0.00	34,745,34	00 109	200			
DELINQUENT	476.21	0.00	115.02	591.23	11.83	0.00	57,000.44	0.00	337,071.4
TOTAL	\$35,221.55	\$0.00	\$115.02	\$35.336.57	\$706.77	2 1	57.700	80,09	
BLOONING GROVE ISD	0		- Tracks			0.95	534,027.63	288.09	93.73%
CURRENT	935,870.84	0.00	0.00	935,870.84	000	5.68	91 598 510		22 454 001
DELINQUENT	4,787.21	0.00	1,763.28	6,550,49	0,00	0.00	6,550.49	1,440,72	
TOTAL	\$940,658.05	\$0.00	\$1,763.28	\$942,421.33	\$0.00	5 68	\$942,415.65	\$1,440.72	36 146
CORSICANA ISD									
CURRENT	12,450,971.96	0,00	0.00	12,450,971.96	0.00	1,052.95	12,449,919,01	000	\$26 141 006 \$
DELINQUENT	31,957.69	0,00	10,730.26	42,687.95	0.00	5.92	42,682.03	8,857,76	
IOIAL	\$12,482,929.65	\$0.00	\$10,730.26	\$12,493,659.91	\$0.00	1.058.87	FU 109 COF CIS	25 623 53	
DAWSON ISD						9000	Company of the	30,037.70	47,63%
CURRENT	765,307.46	0.00	0.00	765,307.46	0.00	12,41	765.295.05	200	8 Der CLS C3
DELINQUENT	8,278.52	0.00	3,818.82	12,097.34	0.00	0.00	12,097.34	2,703.83	
COLAR	5773,585.98	\$0.00	\$3,818.82	\$777,404.80	\$0.00	12,41	\$777,392.39	\$2,703.83	Sert Ut
KERENS ISD									The state of the s
CURRENT	1,818,960.60	0.00	0.00	1,818,960.60	0.00	12.43	1,818,9,18,17	0.90	S-1,486,918 Dr
DELINQUENT	19,861.61	0.00	5,333.02	25,194,63	0.00	0.00	25,194.63	5,038.94	
IOIAL	\$1,838,822.21	\$0.00	\$5,333.02	\$1,844,155,23	\$0.00	12.43	\$1,844,142.80	\$5.038.94	10 614

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82.46%		31 - CORSICANA ISD	70.47%		12 - CITY OF EMITOUSE	13-			
75.14%	E ISD	30 - BLOOMING GROVE ISD	79.59%	And other to the second of the	11 - CITY OF BARRY		(0	ה"ר מ
\$200.001	NTY LEVEE	21 - HENDERSON COUNTY LEVEE	87.58°a		10 - CITY OF CORSICANA	7	といいと		د ا ا
78.94%	Y EMERGENCY	20 - NAVARRO COUNTY EMERGENCY	75.48%		8 - CITY OF KERENS		71101		
78,50%	VE	17 - CITY OF BLG GROVE	80.55%		7-NAV FLOOD CONTROL	7-7			
72.21%		16 - CITY OF DAWSON	72.36%		6-CITY OF RICE	\$120,00 6-C	S	SF FEE	REVERSE PAYMENT NSF FEE
76.989		15 - CITY OF FROST	80,22%	Andrews III to the substitute of the substitute	4 - ROAD AND BRIDGE	\$740.00 V4-R	52		TAX CERTIFICATE
48.46%	W	14 - CITY OF GOODLOW	80.22%		3 - NAVARRO COLLEGE				FUND
64.90**	Ö	13 - CITY OF RICHLAND	80.23%	NG&CLEARING	2-NAVARRO CO REVOLVING&CLEARING	\$20.00		NERAL	NAVARRO COUNTY GENERAL
		YR-TO-DATE % CURRENT COLLECTED	YR-TO-DATE : CI						PERSO:
	\$45,030.97	\$39,657,056.31	\$0.00	\$1,140.54	\$39,658,196.85	\$54,894.74	\$132.36	\$39,603,434,47	GRAND TOTAL:
	\$0.00	\$2,274.23	(2,274.23)	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	TOTAL
	0.00	11.79	(11.79)	0,00	0.00	0.00	0.00	0.00	DELINQUENT
	0.00	2,262,44	(2,262,44)	0,00	0.00	0.00	0.00	0.00	CURRENT
									RENDITION PENALTY
61,73%	\$681.76	\$1,519,107.39	5.91	\$0.00	\$1,519,113,30	\$758.94	\$0.00	\$1,518,354.36	TOTAL
	681.76	3,408.51	0.00	0.00	3,408.51	758.94	0.00	2,649.57	DELINQUENT
\$2,455,345.41	0.00	1,515,698.88	5.91	0.00	1,515,704.79	0.00	0.00	1,515,704.79	CURRENT
The state of the s									FROST ISD
43.61%	\$2,335.64	\$2,689,360.54	3.82	\$0.00	\$2,689,364.36	\$3,297.09	\$0.00	\$2,686,067.27	TOTAL
	2,335.64	11,410,46	0.00	0.00	11,410,46	3,297.09	0.00	8,113.37	DELINQUENT
\$6,140,655.9	. 0.00	2,677,950.08	3,82	0.00	2,677,953.90	0.00	0.00	2,677,953.90	CURRENT
									MILDRED ISD
33.87%	\$3,489.13	\$826,857.23	17.09	\$0.00	\$826,874.32	\$3,714.97	\$0.00	\$823,159,35	TOTAL
	3,489.13	19,262,82	0.00	0.00	19,262,82	3,714.97	0.00	15,547.85	DELINQUENT
\$2,384,575.8	0.00	807,594.41	17.09	0.00	807,611.50	0.00	0.00	807,611.50	CURRENT
									RICEISD
% CURRENT LEVY COLLECTED	NIEMO ONLY ATTY FEES	NET TAXES	RENDITION PENALTY CAD%	COLLECTION	SUBTOTAL	PENALTY &	DISCOUNT	TAXES	DESCRIPTION

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DESCRIPTION

	TAXES
	DISCOUNT
	PENALTY &
	SUBTOTAL
	COLLECTION
YR-TO-DATE .	RENDITION PENALTY CAD%
'R-TO-DATE 'S CURRENT COLLECTED	NET TAXES
U	MEMO ONLY ATTY FEES
	% CURRENT LEVY COLLECTED

 32 - DAWSON ISD
 67.23%

 33 - KERENS ISD
 78.96%

 34 - RICE ISD
 75.44%

 35 - MILDRED ISD
 82.18%

 36 - FROST ISD
 82.47%

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\$12,646.44	\$11,005,010.62	\$\$44.15	\$0.00	\$11,005,554.77	\$15,590.16	\$10,989,964.61	TOTAL
182.35	158,131.26	7.51	0.00	158,138.77	225.26	157,913.51	NAV FLOOD CONTROL
2,177.67	1,876,944,23	92.74	0.00	1,877,036,97	2,630.32	1,874,406 65	ROAD AND BRIDGE
10,286.42	8,969,935.13	443.90	0.00	8,970,379 03	12,734.58	8,957,644.45	NAVARRO CO REVOLVING&CLEARING
\$12,646.44	\$64,202.90	\$2,72	\$0.00	\$64,205.62	\$15,590.16	\$48,615.46	TOTAL
\$182.35	\$922.72	\$0.04	\$0.00	\$922.76	\$225.26	\$697.50	NAV FLOOD CONTROL
\$2,177.67	\$10,921.52	\$0.47	\$0.00	\$10,921.99	\$2,630.32	\$8,291.67	ROAD AND BRIDGE
\$10,286,42	\$52,358.66	\$2.21	\$0.00	\$52,360.87	\$12,734.58	\$39,626.29	NAVARRO CO REVOLVING&CLEARING
							DELINQUENT TAXES
\$0.00	\$10,940,807.72	\$541.43	\$0.00	\$10,941,349.15	\$0.00	\$10,941,349.15	TOTAL
\$0.00	\$157,208.54	\$7.47	\$0.00	\$157,216.01	\$0.00	\$157,216.01	NAV FLOOD CONTROL
\$0.00	\$1,866,022.71	\$92.27	\$0.00	\$1,866,114.98	\$0.00	\$1,866,114.98	ROAD AND BRIDGE
\$0.00	\$8,917,576.47	\$441.69	50.00	\$8,918,018.16	\$0.00	\$8,918,018.16	NAVARRO CO REVOLVING&CLEARING
							CURRENT TAXES
MEMO ONLY ATTORNEY FEES	NET TAXES DUE	RENDITION FENALTY CAD %	COLLECTION	SUBTOTAL	PENALTY & INTEREST	TAXES	

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Navarro County Tax Office

RESOLUTION NO.

A RESOLUTION OF NAVARRO COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS AND AUDUBON METALS TEXAS LLC, FOR A COMMERCIAL/INDUSTRIAL TAX ABATEMENT, AND AUTHORIZING EXECUTION BY THE COUNTY JUDGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Commissioner's Court has been presented a proposed tax abatement agreement between the County of Navarro, Texas and Audubon Metals Texas LLC, providing for a property tax abatement for certain improvements, a copy of which is attached hereto and incorporated herein by reference (hereinafter called "AGREEMENT"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF NAVARRO, TEXAS:

- Section 1. The terms and conditions of the proposed AGREEMENT, having been reviewed by the County of Navarro and found to be acceptable and in the best interest of the County of Navarro and its citizens, are hereby in all things approved.
- Section 2. The County Judge is hereby authorized to execute the AGREEMENT and all other documents in connection therewith on behalf of the County of Navarro, substantially according to the terms and conditions set forth in the AGREEMENT.
- Section 3. That this approval and execution of the AGREEMENT on behalf of the County of Navarro is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

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

SED and APPROVED on this the 10th day of February, 2020.

H.M. Davenport, Jr., County Judge

Sherry Dowd

STATE OF TEXAS

§

COUNTY OF NAVARRO

§

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is entered into by and between the County of Navarro, acting herein by and through its County Judge and hereinafter referred to as COUNTY, and Audubon Metals Texas LLC, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 13th day of January, 2020, the City Council of CITY passed an Ordinance (the "ORDINANCE") establishing Enterprise Zone/Reinvestment Zone 20-01 (the "REINVESTMENT ZONE") in the CITY for commercial/industrial tax abatement as authorized by Chapter 312, Texas Tax Code; and

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

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

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

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

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

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

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

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and

for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows:

I. DEFINITIONS

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

- 1.1 "Estimated Tax Value" means the estimated depreciated Tax Net Book Values applicable to the real property improvements and the Tangible Personal Property improvements comprising the Investment described in Paragraph 2.2 below, as scheduled on Exhibit "D" attached hereto and incorporated herein by reference. For reference purposes, the Estimated Tax Values scheduled on Exhibit "D" are determined using the Navarro Central Appraisal District's appraisal guidelines in effect as of the date of this Agreement.
- 1.2 "Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 1.3 "Force Majeure" means any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot; civil commotion, insurrection, adverse weather, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires; explosions or floods, and strikes.
- 1.4 "<u>In Service Project Cost</u>" means the initial project cost of the Improvements identified and defined below, as of the date such Improvements are first placed into service by OWNER
- 1.5 "Tangible Personal Property" means tangible personal property classified as such under state law and hereafter located on the Property, but expressly excludes inventory and supplies, and any tangible personal property that was located in the Reinvestment Zone at any time before the date of this Agreement.
- 1.6 "<u>Taxable Value</u>" means the appraised value as certified by the Navarro County Appraisal District as of January 1 of a given year.

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

II. OWNER'S OBLIGATIONS

- 2.1 The property to be the subject of this Agreement shall be the Property described herein in Exhibits A and B.
- 2.2 For the purposes of fulfilling this Agreement, the OWNER shall make improvements to the

Property and personal property acquisitions as described in Exhibit "C" attached hereto and incorporated herein by reference (collectively the "Improvements"), having a minimum total taxable value of at least \$50,000,000, more specifically defined as a minimum total taxable value of at least \$50,000,000 in real property improvements and in Tangible Personal Property improvements to be added (hereinafter collectively referred to as the "Investment"). On or before January 1, 2021, OWNER shall substantially complete all Improvements and cause an increase in Taxable Value as shown in Exhibit D. On or before January 1, 2023, OWNER shall create and maintain a minimum of 100 full-time equivalent jobs as described in Exhibit F at the Property and OWNER shall maintain such jobs at the Property throughout the Term of this Agreement. Notwithstanding the foregoing deadlines, OWNER shall have such additional time to satisfy the obligations contained in this Paragraph 2.2 as may reasonably be required in the event of Force Majeure if OWNER is diligently and faithfully pursuing satisfaction of the applicable obligation. The date of substantial completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the CITY.

- 2.3 As good and valuable consideration for this Agreement, OWNER agrees and covenants that it will diligently and faithfully pursue the completion of the Improvements in a good and workmanlike manner. OWNER further covenants and agrees that all construction of the Improvements and use of the Property will be in accordance with all applicable State and local laws, codes, and regulations (or valid waiver thereof). In further consideration, OWNER agrees and covenants that it will continuously operate, maintain and occupy the Property as a manufacturing facility from the date of Certificate of Occupancy is issued until expiration of the Term of this Agreement.
- OWNER further agrees that the COUNTY, its agents and employees shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, to inspect the Improvements in order to ensure that the construction of the Improvements is in accordance with this Agreement and all applicable State and local laws and regulations (or valid waiver thereof). After completion of the Improvements, the COUNTY shall have the continuing right to inspect the Property, upon not less than ten (10) days prior written notice, to ensure that it is thereafter maintained, operated and occupied in accordance with this Agreement throughout the Term of this Agreement. In addition, the OWNER agrees that appraisal district representatives shall have reasonable right of access to the Property, upon not less than ten (10) days prior written notice, for the purpose of ad valorem property tax appraisal for all real property and improvements to real property, tangible personal property, inventory and equipment.
- OWNER agrees that it will register all permanent jobs with the Texas Workforce Commission and that all contractors shall be encouraged to seek qualified workers through the Texas Workforce Commission. [Note: this provision is required by Section 8.02(j) of the CITY's Tax Abatement Policy].

III. ABATEMENT OF TAXES

3.1 Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of ad valorem real property taxes from the Property, and a portion of taxes for Tangible Personal Property in place at the Property on January 1st of each year, that are otherwise owed to the COUNTY, shall be abated. Said ad valorem real property tax abatement/freeze shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Property, after installation of the real property improvements contemplated by Paragraph 2.2, over the value

of the Property in the year in which this Agreement is executed; and said Tangible Personal Property tax abatement shall be for a ten (10) year term and shall apply to the taxes assessed upon the increased value of the eligible Tangible Personal Property Improvements contemplated in Paragraph 2.2, over the value of in place Tangible Personal Property in the year in which this Agreement is executed; all subject to, and in accordance with, the terms of this Agreement, the Tax Abatement Policy, Chapter 312, Texas Tax Code, and all applicable state and local regulations (or valid waiver thereof). The percentage (%) level of tax abatement for both Real Property Improvements and Tangible Personal Property during the foregoing ten (10) year terms shall be as described below in "Table 3.1, Tax Abatement Schedule."

Tax Abat For Real Prope	Table 3.1 tement Schedule rty Improvements and onal Property Added
Year of Abatement	Level (%) of Tax Abatement
1	50
2	50
3	50
4	50
5	50
6	50
7	50
8	50
9	50
10	50

The tax abatement for Tangible Personal Property will apply only to the Tangible Personal Property added to the Property after this Agreement is executed. Notwithstanding the forgoing, the OWNER shall have the right to protest and/or contest any assessment of the Property over and above the minimum Investment as required by this Agreement.

- 3.2 Said abatement(s) shall extend for a period of ten (10) years, as applicable, to the real property and the Tangible Personal Property tax abatement, with each such tax abatement beginning with the tax year on January 1, 2021, and shall remain in effect during the Term of this Agreement as long as the OWNER (a) incurs the minimum Taxable Value as shown in schedule on Exhibit D for the Investment as contemplated under Paragraph 2.2; (b) maintains minimum Taxable Values for the real property improvements and the Tangible Personal Property improvements comprising the Investment each year during the Term of this Agreement at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) maintains a minimum of 100 full-time equivalent jobs, as shown in Exhibit F at the Property; and (d) otherwise satisfies all of the terms, conditions, and obligations of this Agreement.
- 3.3 It is understood and agreed among the parties that the Property shall be appraised at market value for the purposes of the applicable real and personal property tax assessments effective as of January 1, 2021, and continued at market value until the expiration of the Term of this Agreement.

IV. TERM OF THE AGREEMENT

- 4.1 The term of this Agreement (the "Term") shall begin on the date of this Agreement and end upon completion of the final abatement year.
- 4.2 Prior to October 1st of each year during the Term of this Agreement, OWNER shall certify to the governing body of the CITY and each taxing unit that OWNER is in compliance with all of the terms and conditions of this Agreement.

V. DEFAULT AND RECAPTURE OF ABATED TAX

- 5.1 In the event that (a) OWNER fails to incur the minimum In Service Project Cost of at least 50,000,000 dollars for Investment, as contemplated under Paragraph 2.2 and for which an abatement has been granted, or the Improvements otherwise are not completed in accordance with this Agreement; (b) OWNER fails to maintain throughout the Term of this Agreement minimum Taxable Values for the real property Improvements comprising the Investment at least equal to the Estimated Tax Values for each item as scheduled on Exhibit "D"; (c) OWNER fails to maintain throughout the Term of this Agreement a minimum of 100 full-time equivalent jobs, as shown in Exhibit F at the property; (d) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; (e) OWNER has an Event of Bankruptcy or Insolvency (as defined in Paragraph 1.2); or (f) OWNER otherwise fails to comply with any of the terms, conditions, or obligations of this Agreement, the OWNER shall be in default of this Agreement.
- OWNER has not cured such default within sixty (60) days after said written notice, this Agreement may be terminated by the COUNTY. If the COUNTY terminates this Agreement in the event of default, OWNER shall repay to the COUNTY all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement during the Term of this Agreement, together with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Texas Tax Code (but without the addition of penalty), reasonable attorney's fees, and costs. Such amounts shall be due, owing, and payable to the COUNTY within sixty (60) days after the expiration of the above mentioned 60-day cure period. The parties acknowledge that COUNTY will suffer damages in the event of OWNER's default under this Agreement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine. OWNER's obligation to pay any amounts hereunder shall survive termination of this Agreement.

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

VI. GENERAL PROVISIONS

- 6.1 The COUNTY represents and warrants that the Property does not include any property that is owned by a member of the County Commissioner's Court approving, or having responsibility for the approval of this Agreement.
- 6.2 The terms and conditions of the Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement may not be assigned by OWNER without the prior written consent of the COUNTY, such consent to be at the sole discretion of the COUNTY; provided, however, that upon written notice to the COUNTY, OWNER may assign its rights under this Agreement to a wholly owned subsidiary of OWNER, subject to OWNER remaining liable for all of its obligations hereunder.
- 6.3 It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY therefrom. It is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER therefrom.
- Notices required to be given to any party to this Agreement shall be given personally or by certified mail, return receipt requested, postage prepaid, addressed to the party at its address set forth below, and given by mail, shall be deemed delivered as of the date personally delivered or three days after deposit in the United States mail:

For COUNTY by notice to:

City of Corsicana, Texas Attention: City Manager Corsicana Government Center 200 North 12th Street Corsicana, Texas 75110

For OWNER by notice to:

Audubon Metals Texas LLC Attention: Chief Financial Officer 3055 Ohio Drive Henderson, KY 42420

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

6.5 This Agreement constitutes the entire and final expression of the agreement of the parties hereto

with respect to the subject matter hereof. This Agreement can be modified or amended only by a written agreement executed by both parties.

- 6.6 If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs of suit.
- 6.7 This Agreement shall be governed by the laws of the State of Texas, without regard to its choice of law rules. This Agreement is performable in Navarro County, Texas. Exclusive venue for any litigation related to, or arising out of, this Agreement shall lie in Navarro County, Texas.
- 6.8 In this Agreement, time is of the essence.
- 6.9 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 6.10 This Agreement was authorized by resolution of the Navarro County Commissioner's Court at its regularly scheduled meeting on the 10th day of February, 2020, authorizing the County Judge to execute the Agreement on behalf of the COUNTY.
- 6.11 This AGREEMENT was entered into by _____, pursuant to authority granted by its Directors/Members/Owners on the ____ th day of _____, 2019.
- 6.12 This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.
- 6.13 Audubon Metals Texas LLC, at the time of the execution of this agreement, is properly registered as a Limited Liability Company and has been approved by the Texas Secretary of State for doing business in the State of Texas.

Witness our hands this 10th day of February, 2020.

APPROVED:

COUNTY OF NAWARRO

Sheller

Sherry Dowd, County Clerk

Ву:		 			
× 1	_				

Name: Brian Hawkes Title: President

EXHIBITS ATTACHED:

A Survey and Description of Property

B Overhead Map of Property

C Application for Tax Abatement

D Estimated Tax Value Schedule

E Environmental Impact Letter to City

F Schedule of Employment

EXHIBIT A

LEGAL DESCRIPTION

1.

BEING a tract of land, situated in W.J. Cairns Survey, Abstract No. 158, City of Corsicana, Navarro County, Texas, and being all of a tract of land described in deed to the City of Corsicana recorded in Document Number 200700009797 of the Official Public Records of NAVARRO, Texas (O.P.R.N.C.T.), and being a portion of a tract of land described in deed to the City of Corsicana recorded in Document Number 200700009799 (O.P.R.N.C.T.), and being a portion of a tract of land described in deed to the City of Corsicana recorded in Document Number 201600006559 (O.P.R.N.C.T.), and being more particularly described by metes and bounds as follows;

COMMENCING at a found 5/8-inch iron rod with pink cap stamped "TXDOT MON" being the north most corner of a 90.401 acre tract of land described in deed to the City of Corsicana as recorded in Document Number 201600006559 (O.P.R.N.C.T.), also being a point on the northwest right-of-way line of proposed State Highway 31 bypass as described in deed to The State of Texas as recorded in Document Number 201600003882 and Document Number 201600004499 (O.P.R.N.C.T.);

THENCE, South 57 degrees 40 minutes 32 seconds West, along the northwest line of said 90.401 acre City of Corsicana tract a distance of 697.04 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON", for the **POINT OF BEGINNING**;

THENCE, departing the northwest line of said 90.401 acre City of Corsicana tract, South 30 degrees 54 minutes 17 seconds East, a distance of 473.30 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON",

THENCE, South 59 degrees 28 minutes 23 seconds West, a distance of 1721.96 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON",

THENCE, North 49 degrees 25 minutes 36 seconds West, a distance of 370.83 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON",

THENCE, North 29 degrees 46 minutes 15 seconds West, passing a fence post for corner at the southwest corner of a 53.637 acre tract of land described in deed to The City of Corsicana as recorded in document number 200700009797 (O.P.R.N.C.T), at a distance of 63.72 feet, also passing the southeast corner of a tract of land described in deed to Mary Ann McColpin as recorded in Volume 356, Page 95 (O.P.R.N.C.T) at a distance of 810.43 feet, from which a post for corner bears North 09 degrees 29 minutes 25 seconds West a distance of 4.27 feet, a total distance of 2184.49 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON", being the northwest corner of said 53.637 acre City of Corsicana tract, being approximately 80 feet perpendicular to the centerline of the Union Pacific Railroad tracks (apparent 100 foot wide Right-of-Way – no deed of record found), and also being the a point on south right-of-way of the unused county road (apparent 30 foot wide – deed of record not found);

THENCE, North 74 degrees 54 minutes 55 seconds East, along the North line of said 53.637 acre City of Corsicana tract a distance of 1248.78 feet, passing the northeast corner of said 53.637 acre City of Corsicana tract, same being the northwest corner of a 53.633 acre tract of land described in deed to The City of Corsicana as recorded in document number 200700009799 (O.P.R.N.C.T), a total distance of 1867.22 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON", being approximately 79.50 feet perpendicular to the centerline of the Union Pacific Railroad (apparent 100 foot wide Right-of-Way – no deed of record found);

THENCE, South 30 degrees 54 minutes 17 seconds East, a distance of 1564.70 feet to the **POINT OF BEGINNING**, and **CONTAINING** 95.261 acres or 4,149,576 square feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number <u>70107-00</u> by Pape Dawson Engineers, Inc.

1	2018	S APPLICATION FOR TAX ABA	TEMENT		
Instructions: Pie		completed and signed original copy of the 2014 Appli nomic Development Department, 200 North 12th Street			The City of
1. Da	ite				
2. Na	me of Firm, Partnership	or Corporation and mailing address	•	received a previous tax	
Diame			abatemer	nt from the City of Corsicana?	0/50/140)
	print or type:			140	(YES/ NO)
	dubon Metals Texas LLC Audubon Metals LLC		2b. If yes, w	han?	
	55 Ohio Drive		ZD. II yes, wi	NEIT!	
He	nderson, KY 42420				
3. Nu	mber of new full time em	ployees to be added		100 over next 3 years	
		-time [e.g. 40 hours/week] jobs are required.)		-	
A Ni	umbor of across of proper	ty to be developed		95	
4. 141	ulliber of acres of proper	ty to be developed		95	
4a	a. Plat of property and De	evelopment or Site Plan attached?		Yes	(YES/ NO)
	(Official Property Surve	y with metes and bounds required)			
5 F	stimated value of existing	real property to be developed		\$ 1,000,000	
				9 1,000,000	
		perty improvements		\$ 28,000,000 See Sched D	
(A	minimum \$500,000.00 inve	stment required, unless otherwise approved by City	Council)		
7. Es	stimated value of existing	inventory		\$ 0	
0 5	-titt	t- bd-d-d			
O. E.	sumated value of invento	ry to be added —		\$ 0 as of 1/1/2021	
9. Es	stimated value of existing	personal property		S 0	
10 Fs	stimated value of taxable	personal property improvements ————		\$ 22,000,000 See Sched D	
		porasila. Proporty improvements		TE COO. SOO COC GOIGE D	
11. To	otal estimated value of ne	ew taxable investment to be made (Total of Iten	ns # 6, 8 & 10)	\$ 50,000,000 See Sched D	
12. De	escription of real property	improvements to be made:			
	A new manufactu additional Texas	ring facility will be built on this property that w gross sales.	ill generate ove	er \$100 million in	
12 De	escription of Public Service	ces available for project development			
	d new facilities and / or s				
	Water:	1 meter for potable 2,000 gal/mo + 1 meter	r for 800,000 a	al/mo (no sewer)	
	Wastewater:	2,000 gal/mo			
	Railways:	30 - 50 rail cars/mo	·		
	Natural Gas:	56,880 - 31,200 MCF/MMBtu_per month			
	Electricity:	2,124 KW demand & 2,089,365 KWh per	month average	<u> </u>	
13. Or	ne Year Development Sc	hedule for all improvements.			
	1st Quarter:	See attached construction schedule			
	2nd Quarter:				
	3rd Quarter:				
	4th Quarter:				
		yees is determined on a case-by-case basis.			
11	y of Corsicana Economic Develo _l th 12th Street, Corsicana, Texas	100			
200 - 101					

14. EXP	ected impact on the Corsicana Inde	pendent School Di	strict.
	taxes will be paid to support the ISO. T	This will be an opportun	ees, so no significant impact should be felt by the ISD and ity for local Texas individuals to move to Corsicana, climina ng, construction, entertainment, hotels for visiting family, etc
15. Expe	ected benefit to the local economy,		
		anies (construction, ele	wages and benefits over the next 3 years. Throughout cirical, plumbing HVAC companies) will have additional of this new facility.
16. Estir	mated annual payroll of new employ	ees.	
	\$4.9M Year I	\$5,6M Year 2	\$6.4M Year 3
17. Desc	ription of product to be manufacture	ed or distributed.	
			combined with a specification secondary aluminum smelte flance, small engine, lighting, and metering industries.
18. Expe	cted productive life of all real proper 40+ years, with improvements	<u> </u>	ne property each year
•		and/or repairs to the	ne property each year
•	40+ years, with improvements tification and quantity of all Pollutars	and/or repairs to the	QUANTITY 8,3 tons/mo - TECQ Eviro, Air Permit requir
·	40+ years, with improvements tiffication and quantity of all Pollutan TYPE AIR: NOISE:	and/or repairs to the	QUANTITY 8.3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal)
·	40+ years, with improvements tification and quantity of all Pollutan TYPE AIR: NOISE: SOLID WASTE:	and/or repairs to the	QUANTITY 8,3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal) 2,500 tons/mo
·	40+ years, with improvements tiffication and quantity of all Pollutan TYPE AIR: NOISE:	and/or repairs to the	QUANTITY 8.3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal)
19. Iden 20. Certil	40+ years, with improvements tification and quantity of all Pollutan TYPE AIR: NOISE: SOLID WASTE: WASTEWAYER: fication of no materially adverse env	and/or repairs to the stand Emissions:	QUANTITY 8,3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal) 2,500 tons/mo 2,000 gat/mo
19. Iden	40+ years, with improvements tification and quantity of all Pollutan TYPE AIR: NOISE: SOLID WASTE: WASTEWAYER:	and/or repairs to the stand Emissions:	QUANTITY 8,3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal) 2,500 tons/mo
19. Iden 20. Certil	40+ years, with improvements tification and quantity of all Pollutan TYPE AIR: NOISE: SOLID WASTE: WASTEWAYER: fication of no materially adverse env	and/or repairs to the stand Emissions:	QUANTITY 8,3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal) 2,500 tons/mo 2,000 gat/mo
19. Iden 20. Certil as a 21. Proje	40+ years, with improvements tiffication and quantity of all Pollutan TYPE AIR: NOISE: SOLID WASTE: WASTEWATER: fication of no materially adverse environments and open	and/or repairs to the stand Emissions:	QUANTITY 8.3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal) 2,500 tons/mo 2,000 gal/mo yes
19. Iden 20. Certii as a 21. Proje 22. Reas	40+ years, with improvements tification and quantity of all Pollutan TYPE AIR: NOISE: SOLID WASTE: WASTEWAYER: fication of no materially adverse env result of the improvements and oper	and/or repairs to the stand Emissions: Its and Emissions: Its and Emissions:	QUANTITY 8.3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 67.5 db (minimal) 2,500 tons/mo 2,000 gat/mo yes yes
 19. Iden 20. Certii as a 21. Proje 22. Reas 23. Refer 	tification and quantity of all Pollutani TYPE AIR: NOISE: SOLID WASTE: WASTEWATER: fication of no materially adverse environments and operation of the improvements and operation compliance with relevant zoning contable proof of financial ability. Trences from past communities, if approximations and past communities, if approximations are communities.	and/or repairs to the stand Emissions: ironmental impact rations grequirements.	QUANTITY 8.3 tons/mo - TECQ Eviro, Air Permit requir 68.8 - 87.5 db (minimal) 2,500 tons/mo 2,000 gal/mo yes yes yes yes
 19. Iden 20. Certii as a 21. Proje 22. Reas 23. Refer 	tification and quantity of all Pollutan TYPE AIR: NOISE: SOLID WASTE: WASTEWAYER: fication of no materially adverse environments and operation of the improvements and operation compliance with relevant zonin conable proof of financial ability. Trences from past communities, if application in this document and any	and/or repairs to the stand Emissions: ironmental impact rations grequirements.	QUANTITY 8.3 tons/mo - TECQ Eviro, Air Permit requir 66.8 - 87.5 db (minimal) 2,500 tons/mo 2,000 gal/mo yes yes yes yes yes

11/18/2019 Date: For assistance in completing this form call the City of Corsicana, Texas - 903.654.4806. An Equal Opportunity Employer.

Title:

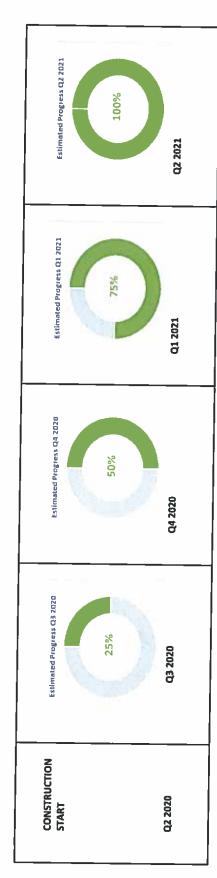
The City of Corsicana Economic Development Department 200 North 12th Street, Corsicana, Texas 75110

VP Bus Development US

Title:

AUDUBON METALS TEXAS LLC - CORSICANA, TEXAS PLANT - ANTICIPATED CONSTRUCTION SCHEDULE

Item #13 (additional support)





AUDUBON METALS LLC

November 19, 2019

Ms. Connie Standridge City Manager City of Corsicana, Texas 200N. 12th Street Corsicana, TX 75110

RE: Support for Tax Abatement Application Item Number 23

Dear Ms. Standridge:

In our discussions on our project in Corsicana, TX, we have shared that we are heavily engaged with our home base community, which is part of our Core Values in our Mission Statement as a company. We as a company have grown the engagement and involvement of our fellow team members by our leadership involvement as well. I thought I would share some background of our community involvement and engagement as a company from our current base location.

Our President, Brian Hawkes currently active as a Board Member on the following: Audubon Metals, Henderson, KY board member, Henderson Chamber of Commerce Economic Development board member, Henderson Community College Foundation board member, Junior Achievement of West Kentucky board member and Habitat for Humanity of Evansville board member.

Our Company and Team members served over 3000 hours in the community in 2018 with 55 different area non-profits organizations. Audubon Metals was also recently awarded the highest level of recognition with the local United Way agency with our monetary support in 2019. Team members are very active with support of Junior Achievement programs within the school system and are engaged with Public Schools at all levels in Henderson. Audubon also participates in sponsorship with Community Events as well.

We look forward to growing our company by expansion in Corsicana and our engagement within the Community.

Sincerely,

Jimmy Garren

Vice President of Business Development

Audubon Metals LLC

Exhibit D Start Q2 Support for Tax Abatement Application Schedule D Capital Depreciation Schedule Texas **Audubon Metals Texas LLC**

			מופור ללכ										
(,000)		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Depr Years		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
		Capital Spend					Deprecia	tion over the	· Depreciation over the various years	Ιi			
	2 = Software	\$152	38%	20%	13%								
	3 = Hardware	586	25%	33%	33%	% 6							
	4 = Mobile	3,055	19%	25%	25%	25%	%9						
	10 = Equip	18,806	8%	10%	10%	10%	10%	10%	10%	10%	10%	10%	6.1
Equipment - Total		22,599											
Land	N/A	1,400											
Land Improve	10	2,845	8%	10%	10%	10%	10%	10%	10%	10%	10%	10%	6,1
Building	20 = Building	23,156	4%	2%	2%	2%	2%	2%	2%	2%	2%		47
Total Capital		\$50,000	1%	%6	%6	8%	7%	7%	7%	7%	7%	7%	16,

Audubon Metals Texas LLC

Construction Capital Value Schedule Texas

(**000s) 2020 2021 2022 Value by Year 1 Year 2

\$25,000 \$50,000

2

Total Capital Value



AUDUBON METALS LLC

November 19, 2019

Ms. Connie Standridge City Manager City of Corsicana, Texas 200N. 12th Street Corsicana, TX 75110

Dear Ms. Standridge:

The Purpose of this correspondence is to provide assurances that the planned \$50 million dollar estimated value expansion of Audubon Metals LLC at its Corsicana, Texas location will have no unacceptable environmental impact according to Environmental Protection Agency (EPA) Texas Commission on Environmental Quality (TECQ) and the City of Corsicana, Texas codes, guidelines and environmental regulations.

Sincerely,

Brian Hawkes

President

Audubon Metals LLC

AUDUBON METALS TEXAS LLC SCHEDULE OF EMPLOYMENT AS OF OCTOBER 2019

<u>Item #3 (additional support)</u>

	Employment Year 1	Employement Year 2	Employement Year 3
	January 1, 2021	January 1, 2022	January 1, 2023
Department	Headcount	Headcount	Headcount
Corporate	- a bild stand is considered, with the standard and the s	- the state of the	the soul to market different state of the soul to market different state of the soul to th
Accounting & IT	And a state of the	2	entriture en a la companya de companya de companya de companya de la companya de
Human Resources	Paradolisation of the second o	1	the supplies and the purpose of spaces and the purpose of the space of
Administrative	The state of the s	The state of the s	2
Sub-Total	3	5	5
Plant	annothing a standard programme the standard stan	Plant with Add	the general Advaged discount op negotiatings to the major of graphs
Administrative		2	s ulmahimiliya mendinili terkepuntuhanili ingerakan ingelimba anli bahasi ing prakejaka, ilinguhanjumum, aprapa 2
Engineering/Maint.	1	18	20
Quality and Safety	to the transport throughour materials are stronger a stronger and properly and the second sec	6	tiped of committee and the second to the second to the committee and the second to the
Plant Supervision	The state of the s	3	3
Plant Labor		56	63
Sub-Total	3	85	95
Total	6	90	100

223



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A - DEFINITIONS

- "Agreement" means this Software as a Services Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means Navarro County, Texas.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional
 descriptions set forth in our written proposal to you, or their functional equivalent. Future
 functionality may be updated, modified, or otherwise enhanced through our maintenance and
 support services, and the governing functional descriptions for such future functionality will be
 set forth in our then-current Documentation.
- "Defined Users" means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both your and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as <u>Exhibit A</u>.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as <u>Exhibit B</u>.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.



- "SaaS Services" means software as a service consisting of system administration, system
 management, and system monitoring activities that Tyler performs for the Tyler Software, and
 includes the right to access and use the Tyler Software, receive maintenance and support on the
 Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and
 archiving. SaaS Services do not include support of an operating system or hardware, support
 outside of our normal business hours, or training, consulting or other professional services.
- "SLA" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- "Statement of Work" means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- "Support Call Process" means the support call process applicable to all of our customers who
 have licensed the Tyler Software. A copy of our current Support Call Process is attached as
 Schedule 1 to Exhibit C.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom
 modifications, and/or other related interfaces identified in the Investment Summary and
 licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B – SAAS SERVICES

- Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
- 2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the



terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or



component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-



us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C - OTHER PROFESSIONAL SERVICES

- 1. <u>Other Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with



us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

- Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 9.2 provide telephone support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.



SECTION D – THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
- 3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F - TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month



following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

- 2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - if you terminate during the second year of the initial term, 100% of the SaaS Fees
 through the date of termination plus 15% of the SaaS Fees then due for the remainder
 of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.



SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.



- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

- Additional Products and Services. You may purchase additional products and services at the rates
 set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a
 mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12)
 months have expired, you may purchase additional products and services at our then-current list
 price, also by executing a mutually agreed addendum. The terms of this Agreement will control any
 such additional purchase(s), unless otherwise specifically provided in the addendum.
- 2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in



good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect: No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
- 9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have



the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of



this Agreement by a party or its employees or agents;

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- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

Exhibit B Invoicing and Payment Policy

Schedule 1: Business Travel Policy

Exhibit C Service Level Agreement

Schedule 1: Support Call Process

Exhibit D Statement of Work

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Navarro Gounty, Texas
Ву:	By: Ally Lease P
Name:	Name: A.M. DAVENPORT, Jr.
Title:	Title: NAVATYO Cocenty Judge
Date:	Date: FEbruary 10, 2020
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	Navarro County
One Tyler Drive	300 West Third Avenue, Suite 17
Yarmouth, ME 04096	Corsicana, TX 75110
Attention: Chief Legal Officer	Attention: Sherry Dowd

Attention: Chief Legal Officer

RESOLUTION

WHEREAS, The Navarro County Commissioner's Court finds it in the best interest of the citizens of Navarro County, that the Prosecutor Victim Services be operated for the fiscal year 2021; and

WHEREAS, the Navarro County Commissioner's Court agrees to provide applicable matching funds for the said project as required by the Office of the Governor/VOCA grant application; and

WHEREAS, the Navarro County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Navarro County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, the Navarro County Commissioner's Court designates H. M. Davenport, County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Navarro County Commissioner's Court approves submission of the grant application for the Prosecutor Victim Services project to the Office of the Governor.

Signed by:

Passed and Approved this 10 (Day) of February (Month) 2020 (Year)

Grant Number: 3968501

STATE OF TEXAS
COUNTY OF NAVARRO

ORDER AUTHORIZING TEXAS INDEPENDENCE DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of Navarro County is authorized under Occupations Code Section 2154.202(h)(1), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Texas Independence Day; and

WHEREAS, on the 10th day of February 2020, the Commissioners Court of Navarro County has determined that the conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Navarro County adopts the Order authorizing the sale of fireworks to the public by retail permit holders during the Texas Independence Day period beginning February 25, 2020 and ending at midnight March 2, 2020, subject to the following restrictions;

This order expires on the date the Texas Fire Service determines drought conditions exist in the county or midnight, March 2, 2020, whichever is earlier.

Approved this 10th day of February 2020, by the Navarro County Commissioners Court.

Attest:

Sherry Dowd, County Clerk

H.M. Davernort Count