

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 14TH DAY OF MAY, 2007 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JAMES OLSEN.

1. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
2. PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

- ITEMS 5-12 MOTION TO APPROVE BY BALDWIN SEC BY OLSEN
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF APRIL 23, 2007, AND MAY 8, 2007
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR
7. MOTION TO APPROVE MINUTES OF THE APRIL 5, 2007 PLANNING & ZONING MEETING **TO WIT PG 762-763**
8. MOTION TO APPROVE REPLAT OF LOTS 30, 31 AND 32 OF FRANCISCO BAY PHASE I BY JAMES MORRIS
9. MOTION TO APPROVE SPECIAL USE PERMIT #04-07-332 FOR GEORGE M. MURPHY. THIS REQUEST IS FOR A STORAGE BUILDING TO BE LOCATED ON LOT 31, BLK. A OF RUSTLING OAKS PHASE IV
10. MOTION TO APPROVE SPECIAL USE PERMIT #04-07-333 FOR SAMSON LONE STAR LIMITED PARTNERSHIP. THIS REQUEST IS FOR A GAS WELL TO BE LOCATED OFF SE 3085
11. MOTION TO APPROVE AMENDMENT ON THE FINAL PLAT FOR SANDY COVE RANCH ON RICHLAND CHAMBERS LAKE

12. MOTION TO APPROVE MAINTENANCE AGREEMENT WITH VISTA COM
FOR THE SHERIFF'S DEPARTMENT TO WIT PG 764-766

REGULAR AGENDA ITEMS

13. MOTION TO TABLE COMMUNITY PARTNER MEMORANDUM OF
AGREEMENT WITH FEMA BY OLSEN SEC BY HOLT
ALL VOTE AYE
14. MOTION TO APPROVE MOVING COMMISSIONER'S COURT MEETING
OF MAY 28, 2007, DUE TO THE MEMORIAL DAY HOLIDAY TO MAY 22,
2007 @10:00 A.M. BY OLSEN SEC BY BALDWIN
ALL VOTED AYE
15. MOTION OF APPROVAL OF BONDS FOR NAVARRO COUNTY TAX
ASSESSOR-COLLECTOR BY HOLT SEC BY HERRINGTON
TO WIT PG 767-770
ALL VOTED AYE
16. MOTION TO TABLE APPOINTMENT OF DEPUTY CONSTABLE FOR
PCT. #2 BY HOLT SEC BY OLSEN
ALL VOTED AYE
17. MOTION TO TABLE CLARIFICATION OF PREVIOUS ROAD CLOSING ON
NE 1120 BY JUDGE DAVENPORT SEC BY HERRINGTON
ALL VOTED AYE
18. MOTION TO APPROVE (APRIL) TAX REPORT SUBMITTED BY RUSSELL
P. HUDSON BY OLSEN SEC BY HERRINGTON TO WIT PG 771-775
ALL VOTED AYE
19. MOTION TO APPROVE LESSEE'S AUTHORIZING RESOLUTION FOR
CAPITAL LEASE FOR MOTORGRADER FOR PRECINCT #1 AUDITOR
AND JUDGE DAVENPORT TO SIGN LEASE BY HERRINGTON SEC BY
BALDWIN TO WIT PG 776
ALL VOTED AYE
- 19A. MOTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN
NAVARRO COUNTY AND THE CITY OF BLOOMING GROVE. THE
PURPOSE OF THIS CONTRACT IS TO PROVIDE FOR THE ASSESSMENT
AND COLLECTION OF AD VALOREM TAXES ON BEHALF OF THE
CITY OF BLOOMING GROVE BY NAVARRO COUNTY BY HOLT SEC BY
HERRINGTON TO WIT PG 777-780

ALL VOTED AYE

20. MOTION TO ADJOURN BY HOLT SEC BY BALDWIN
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 22 DAY OF
MAY 2007.

JUDGE HM DAVENPORT *HM Davenport*

COMR.PCT.1 KIT HERRINGTON *Kit Herrington*

COMR.PCT.2 FAITH HOLT *Faith D. Holt*

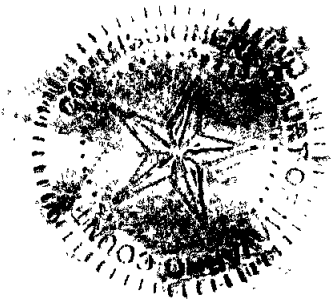
COMR.PCT.3 WILLIAM BALDWIN _____

COMR.PCT.4 JAMES OLSEN *James Olsen*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR MAY 14TH, 2007

SIGNED 22 DAY OF MAY 2007

Sherry Dowd
SHERRY DOWD, COUNTY CLERK



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NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Vicki Stoecklein – Administrator
Becky Garrett – Addressing
Stanley Young – Environmental Services
Robert Gray – Code Enforcement

www.co.navarro.tx.us
300 West Third Avenue.
Suite 16
Corsicana, TX 75110

Phone: (903) 875-3312

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

April 5, 2007

5:30 P.M.

County Conference room

The meeting was called to order with nine members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
Scott Watkins – present
Carroll Sigman – absent
Benny Horn – absent
Dennis Bancroft – absent
Charles Irvine – present
Eben Dale Stover – absent

Vice Chairman Moe – absent
Conrad Newton – present
Wayne McGuire - present
Tom White – present
Dolores Baldwin – absent
George Walker – absent
Jeff Smith - present

The first item on the agenda was the approval of the minutes of the March 1, 2007, Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item # 3 on the agenda was consideration of a variance from the side set-back requirements for Leland Folsom. The property is located on lot 60 of Bluffview Estates Phase II. Mr. Folsom's house encroaches onto lot 61 from the side lot line. Mr. Folsom has an agreement with the current owner of lot 61 that gives him a temporary easement on the property for the sole purpose of allowing Mr. Folsom to maintain the home currently located on the property until such time as Mr. Folsom sells the tract or otherwise is not the owner of said tract. Motion to approve the variance by Commissioner Irvine, second by Commissioner White, all voted aye.

Item # 4 on the agenda was consideration of a special use permit #03-07-329 for Sandy Cove Ranch on Richland Chambers Lake. This request is for a cabana and pool area. Motion to approve by Commissioner White, second by Commissioner Smith, all voted aye.

Planning and Zoning Minutes
April 5, 2007
Page 2

Item # 5 on the agenda was consideration of a zoning change #03-07-330 for Shelly Moore. This request is from agriculture to single family 3. The property consists of 1 acre in the J. White Abstract and located on SE 1090. This change is required to accommodate a home already located on the property. Motion to approve by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Adjourn.

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RECEIVED

MAY 18 2007

NAVARRO COUNTY
AUDITOR'S OFFICE



4901 Bosque Blvd.
Suite 201
Waco, TX 76710

MAINTENANCE CONTRACT

VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform on site maintenance service for the Customer on the following equipment at the location designated, as provided in the Agreement.

1. Equipment Location

Company Name: Navarro County Sheriff's Office
Address: 312 West 2nd Avenue
City/State/Zip: Corsicana, Texas 75110
Phone Number: 903-654-3001

2. Warranted Equipment

A: Eventide VR 725 Digital Logging Recorder Equipped with 24 Analog and 24 Digital Channels, Dual 250GB HDD, 9.4 DVD Ram Drive, Battery Backup

3. Terms of Agreement

A: Initial Term: This agreement shall be for a term of (1) year beginning on the Month 08 Day 01 Year 2007. The service charge for a renewal term shall be at the rate currently being charged by VISTA COM for similar maintenance work.

B: This agreement will automatically renew for a like term for up to five additional renewal terms, unless either party hereto notifies the other party hereto otherwise, in writing thirty (30) days prior to the termination of the preceding term.

Initial:  Customer
 VISTA COM



4. Charges for Services--Please check the following payment method you prefer

MONTHLY:

The Customer shall be billed by VISTA COM on the first of each month a fee of \$266.00 for each month the Agreement is in effect, beginning with the date of execution of the Agreement. The Customer shall also pay all state and local sales, use and excise taxes, directly or indirectly levied, based on the fees paid hereunder. The Customer agrees to pay VISTA COM any increased fees based on additions or changes in the above equipment requested by the Customer. VISTA COM may refuse to render service except on a CASH basis if the Customer is not current on all payments required under this Agreement.

ANNUAL:

Annual billing is \$3,130.00

5. Service by VISTA COM

While this Agreement is in force and effect, VISTA COM will perform the following services.

- A. 24 Hour 1-800-Technical support line
- B. All replacement parts and labor

VISTA COM agrees to maintain the above equipment in good working condition during the term of the Agreement. There will be no charge to the Customer by VISTA COM for parts, labor or technical support except as provided in this Agreement.

The maintenance / service Agreement does not extend to any equipment that has been:

- A. Subjected to misuse, neglect or abuse
- B. Repaired, altered or installed by anyone other than a designee of VISTA COM for the duration of the contract
- C. Equipment altered by fire, water, war, riot, sabotage, explosion, acts of God or any similar or dissimilar cause beyond VISTA COM's control. Repairs shall be paid for by the Customer at VISTA COM's prevailing rates for similar service or equipment.

Initial: Customer
 VISTA COM



6. Special Provisions

None

7. Jurisdiction

This Agreement shall be governed by the laws of the State of Texas. This presiding entity shall have exclusive venue in all matters concerning this Agreement.

8. Entire Agreement

This writing constitutes the entire Agreement between the parties. This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer.

CUSTOMER

Signed: [Handwritten Signature]
Typed Name: H M DAVENPORT JR
Title: COUNTY JUDGE
Date: 05/14/2007

VISTA COM

Signed: [Handwritten Signature]
Typed Name: Jack Wright
Title: President
Date: 5/16/07

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Insurors Indemnity Company

FILED FOR RECORD

APR 30 2007

Box 2683 • 3701 W. Waco Drive • Waco, Tx 76702-2683
Internet info@insurors.com • 254-750-8128 • Fax 254-756-1231

PUBLIC OFFICIAL BOND
COUNTY OF NAVARRO, TEXAS
BY M. O'Quinn DEPUTY

THE STATE OF TEXAS

Bond Number 609227

COUNTY OF Navarro

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Russell P. Hudson, as Principal, and INSURORS INDEMNITY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Navarro County Commissioner's Court, his/her successors in office in the sum of *One hundred thousand dollars and no/100***** (\$100,000.00**) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 23rd Day of April, 2007

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounded Principal was on the 1st day of May, 2007 duly appointed to the office of Tax Assessor-Collector for a term of 1 1/2 years beginning the 1st day of May, 2007 and ending the 31st day of December, 2008 in and for Navarro County in the State of Texas.

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him/her by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



By: [Signature], Principal

Countersigned
By: [Signature]

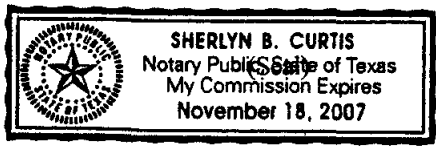
INSURORS INDEMNITY COMPANY
By: [Signature]

OATH OF OFFICE

"I Russell P. Hudson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Tax Assessor-Collector of this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the getting or withholding a vote at the election at which I was elected. So help me God."

Sworn to and subscribed before me, at Corsicana, TX this 30th day of April, A.D. 2007

By: [Signature], Principal
Sherlyn B. Curtis, Notary Public





POWER OF ATTORNEY

768

PA NO 609227

KNOW ALL MEN BY THESE PRESENTS: This INSURORS INDEMNITY COMPANY, of Waco, Texas, does hereby make, constitute and appoint

Edward M. Polk, Maridee Null of the City of Corsicana, State of Texas

its true and lawful Attorney-in-Fact, to sign, execute, acknowledge and deliver for and on its behalf as Surety, one of the following bonds:

| An ORIGINAL bond required by Statute, Decree of Court or Ordinance for: | Maximum Authority Limit |
|---|--|
| (A) Fiduciary Administrator, Personal Representative, Executor, Guardian (Conservator), Guardian (Incompetent Adult), Guardian or Conservator of Minor | \$25,000 \$10,000 |
| (B) Court Plaintiff's Bond (except restraining order, injunction and bail bonds) (For Banks) Defendant's bond | \$20,000 \$50,000 No Authority |
| (C) License and Permit County, City, Town, Village or other Municipality as Obligeo State as Obligeo (Except the following bonds) Outdoor Advertiser Bond Superheavy Annual-Oversize/Overweight Motor Vehicle Certificate of Title Bond United States of America or Branch of the United States Government as Obligeo | \$25,000 No Authority \$10,000 \$10,000 \$ 3,300 No Authority |
| (D) Contract or Performance or Labor and Material or Sub-Division or Site Improvement or Maintenance or Construction Bid Bonds | No Authority |
| (E) Public Official: Any Public Official and Deputies (Except Agents for Fish and Game License) & Notary | \$50,000 |
| (F) Any Bond of Indemnity, provided there is attached to this Power of Attorney, written authority in the form of an original or facsimile endorsement or letter, signed by the President, Sr. Vice President, Vice President or Secretary of Insurors Indemnity Company specifically authorizing its execution. | As Determined By Insurors Indemnity Company |

For confirmation of the written authority, please contact Insurors Indemnity Company at 1-800-933-7444.

Note: Authority Limit refers to the aggregate amount for any single obligation, regardless of the number of instruments issued for that obligation. THIS POWER OF ATTORNEY does not authorize any OPEN PENALTY BONDS OR UTILITY BONDS.

State of Texas

County of McLennan

Atest: Tammy Tieperman
Secretary



INSURORS INDEMNITY COMPANY

By: Thomas G. Chase Jr.
Thomas G. Chase Jr., President

On this 3rd day of March, 1997, personally came before me Thomas G. Chase, Jr., known to me to be the person who executed the above instrument, and acknowledged the execution of the same, and being by me duly sworn, did depose and say that he is the President of the Insurors Indemnity Company, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and his signature as President was duly affixed and ascribed to the said instrument by the authority of the Board of Directors of said corporation.



Kathy Duncan, Notary Public
Kathy Duncan
My commission expires August 31, 2000

This Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 30, 1993:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the President or Executive Vice President, under their respective designation. The signature of such officer and the seal of the company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 30, 1993, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have set my hand and the seal of the INSURORS INDEMNITY COMPANY on this 23rd day of April, 2007



Tammy Tieperman
Tammy Tieperman, Secretary

This Power of Attorney Expires 12/31/07

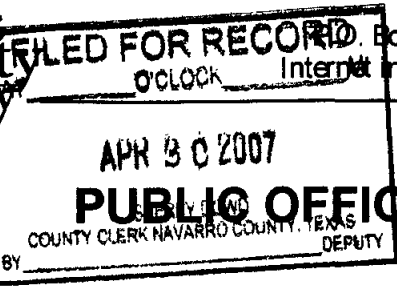
NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY CALL 800-933-7444 OR WRITE TO US AT P.O. BOX 2683, WACO, TX 76702-2683 E-mail us at info@insurors.com

Orig. Bond mailed to Comptroller

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Insurors Indemnity Company



Box 2683 • 3701 W. Waco Drive • Waco, Tx 76702-2683
Internet info@insurors.com • 254-750-8128 • Fax 254-756-1231

PUBLIC OFFICIAL BOND

THE STATE OF TEXAS

Bond Number 609226

COUNTY OF Navarro

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Russell P. Hudson, as Principal, and INSURORS INDEMNITY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Governor of the State of Texas, his/her successors in office in the sum of *One hundred thousand dollars and no/100***** (\$100,000.00**) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

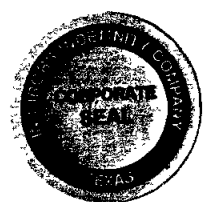
Dated this 23rd Day of April, 2007

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounded Principal was on the 1st day of May, 2007 duly appointed to the office of Tax Assessor-Collector for a term of 1 1/2 years beginning the 1st day of May, 2007 and ending the 31st day of December, 2008 in and for Navarro County in the State of Texas.

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him/her by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Countersigned
By: [Signature]

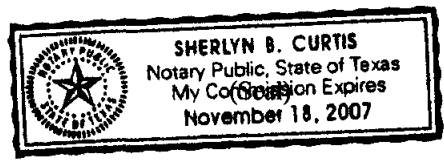
By: [Signature], Principal

INSURORS INDEMNITY COMPANY
By: [Signature]

OATH OF OFFICE

"I Russell P. Hudson, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Tax Assessor-Collector of this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the getting or withholding a vote at the election at which I was elected. So help me God."

Sworn to and subscribed before me, at Corsicana, TX this 30th day of April A.D. 2007



[Signature], Principal
Sherlyn B. Curtis, Notary Public



POWER OF ATTORNEY

770

PA NO 609226

KNOW ALL MEN BY THESE PRESENTS: This INSURORS INDEMNITY COMPANY, of Waco, Texas, does hereby make, constitute and appoint

Edward M. Polk, Maridee Null of the City of Corsicana, State of Texas

its true and lawful Attorney-in-Fact, to sign, execute, acknowledge and deliver for and on its behalf as Surety, one of the following bonds:

| An ORIGINAL bond required by Statute, Decree of Court or Ordinance for: | Maximum Authority Limit |
|--|--|
| (A) Fiduciary Administrator, Personal Representative, Executor, Guardian (Conservator), Guardian (Incompetent Adult) Guardian or Conservator of Minor | \$25,000 \$10,000 |
| (B) Court Plaintiff's Bond (except restraining order, injunction and bail bonds) (For Banks) Defendant's bond | \$20,000 \$50,000 No Authority |
| (C) License and Permit County, City, Town, Village or other Municipality as Oblige State as Oblige (Except the following bonds) Outdoor Advertiser Bond Superheavy Annual-Oversize/Overweight Motor Vehicle Certificate of Title Bond United States of America or Branch of the United States Government as Oblige | \$25,000 No Authority \$10,000 \$10,000 \$ 3,300 No Authority |
| (D) Contract or Performance or Labor and Material or Sub-Division or Site Improvement or Maintenance or Construction Bid Bonds | No Authority |
| (E) Public Official: Any Public Official and Deputies (Except Agents for Fish and Game License) & Notary | \$50,000 |
| (F) Any Bond of Indemnity, provided there is attached to this Power of Attorney, written authority in the form of an original or facsimile endorsement or letter, signed by the President, Sr. Vice President, Vice President or Secretary of Insurors Indemnity Company specifically authorizing its execution. | As Determined By Insurors Indemnity Company |

For confirmation of the written authority, please contact Insurors Indemnity Company at 1-800-933-7444.

Note: Authority Limit refers to the aggregate amount for any single obligation, regardless of the number of instruments issued for that obligation. THIS POWER OF ATTORNEY does not authorize any OPEN PENALTY BONDS OR UTILITY BONDS.

State of Texas

County of McLennan

Attest: *Tammy Tieperman*
Secretary



INSURORS INDEMNITY COMPANY
By: *Thomas G. Chase Jr.*
Thomas G. Chase Jr., President

On this 3rd day of March, 1997, personally came before me Thomas G. Chase, Jr., known to me to be the person who executed the above instrument, and acknowledged the execution of the same, and being by me duly sworn, did depose and say that he is the President of the Insurors Indemnity Company, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and his signature as President was duly affixed and ascribed to the said instrument by the authority of the Board of Directors of said corporation.



Kathy Duncan, Notary Public
Kathy Duncan
My commission expires August 31, 2000

This Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 30, 1993:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the President or Executive Vice President, under their respective designation. The signature of such officer and the seal of the company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 30, 1993, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have set my hand and the seal of the INSURORS INDEMNITY COMPANY on this 23rd day of April, 2007

Tammy Tieperman
Tammy Tieperman, Secretary



This Power of Attorney Expires 12/31/07

IF WORD VOID APPEARS THIS DOCUMENT IS INVALID

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I, PEGGY BLACKWELL MOORE, SUBMITTED BY RUSSELL P HUDSON, 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 ^{gs} 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2007

772

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|--------------------------|------------|----------|--------------------|------------|----------------|---------------|---------------------|---------------------|
| NAVARRO COUNTY | | | | | | | | LEVY |
| CURRENT | 134,079.50 | - | 13,626.07 | 147,705.57 | 2,954.13 | 144,751.44 | 475.85 | 11,705,945.16 |
| DELINQUENT | 22,343.79 | - | 11,029.84 | 33,373.63 | 667.56 | 32,706.07 | 5,889.88 | % |
| TOTAL | 156,423.29 | - | 24,655.91 | 181,079.20 | 3,621.69 | 177,457.51 | 6,365.73 | 1.15% |
| STATE | | | | | | | | |
| DELINQUENT | | | | | | | | |
| NAVARRO COLLEGE | | | | | | | | LEVY |
| CURRENT | 30,305.00 | | 3,111.19 | 33,416.19 | 167.12 | 33,249.07 | 107.58 | 2,644,287.80 |
| DELINQUENT | 5,220.32 | - | 2,681.54 | 7,901.86 | 39.47 | 7,862.39 | 1,396.80 | % |
| TOTAL | 35,525.32 | - | 5,792.73 | 41,318.05 | 206.59 | 41,111.46 | 1,504.38 | 1.15% |
| CITY OF RICE | | | | | | | | LEVY |
| CURRENT | 694.09 | - | 71.18 | 765.27 | 3.85 | 761.42 | 12.92 | 64,141.16 |
| DELINQUENT | 182.86 | | 60.34 | 243.20 | 1.20 | 242.00 | 48.65 | % |
| TOTAL | 876.95 | - | 131.52 | 1,008.47 | 5.05 | 1,003.42 | 61.57 | 1.08% |
| CITY OF KERENS | | | | | | | | LEVY |
| CURRENT | 1,961.03 | | 197.68 | 2,158.71 | 10.80 | 2,147.91 | - | 198,858.72 |
| DELINQUENT | 225.47 | - | 78.10 | 303.57 | 1.50 | 302.07 | 59.48 | % |
| TOTAL | 2,186.50 | - | 275.78 | 2,462.28 | 12.30 | 2,449.98 | 59.48 | 0.99% |
| CITY OF CORSICANA | | | | | | | | LEVY |
| CURRENT | 60,378.73 | - | 6,193.32 | 66,572.05 | 1,850.18 | 64,721.87 | 94.32 | 6,253,983.84 |
| DELINQUENT | 6,004.37 | - | 3,443.24 | 9,447.61 | 890.83 | 8,556.78 | 1,666.18 | % |
| TOTAL | 66,383.10 | - | 9,636.56 | 76,019.66 | 2,741.01 | 73,278.65 | 1,760.50 | 0.97% |

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
APRIL 2007

773

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTORNEY FEES | % CURRENT COLLECTED |
|---------------------------|-----------|----------|--------------------|-----------|----------------|---------------|-------------------------|---------------------|
| CITY OF DAWSON | | | | | | | | LEVY |
| CURRENT | 561.52 | | 23.08 | 584.60 | 8.57 | 576.03 | - | 59,126.08 |
| DELINQUENT | 238.31 | | 89.45 | 327.76 | 23.56 | 304.20 | 61.32 | % |
| TOTAL | 799.83 | - | 112.53 | 912.36 | 32.13 | 880.23 | 61.32 | 0.94% |
| BLOOMING GROVE ISD | | | | | | | | LEVY |
| CURRENT | 12,869.52 | | 1,057.69 | 13,927.21 | 328.82 | 13,598.39 | 29.14 | 1,409,893.29 |
| DELINQUENT | 2,711.09 | | 774.19 | 3,485.28 | 207.10 | 3,278.18 | 651.80 | % |
| TOTAL | 15,580.61 | - | 1,831.88 | 17,412.49 | 535.92 | 16,876.57 | 680.94 | 0.91% |
| DAWSON ISD | | | | | | | | LEVY |
| CURRENT | 5,113.77 | - | 410.18 | 5,523.95 | 128.11 | 5,395.84 | 4.26 | 808,559.63 |
| DELINQUENT | 1,535.02 | - | 492.43 | 2,027.45 | 130.77 | 1,896.68 | 373.74 | % |
| TOTAL | 6,648.79 | - | 902.61 | 7,551.40 | 258.88 | 7,292.52 | 378.00 | 0.63% |
| RICE ISD | | | | | | | | LEVY |
| CURRENT | 34,775.08 | | 3,524.53 | 38,299.61 | 1,055.00 | 37,244.61 | 213.49 | 958,407.00 |
| DELINQUENT | 6,147.18 | | 3,286.12 | 9,433.30 | 852.29 | 8,581.01 | 1,648.23 | % |
| TOTAL | 40,922.26 | - | 6,810.65 | 47,732.91 | 1,907.29 | 45,825.62 | 1,861.72 | 3.62% |

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2007

| DESCRIPTION | TAXES | DISCOUNT | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTY FEES | % CURRENT COLLECTED |
|-------------------------|-------------------|----------|--------------------|-------------------|-----------------|-------------------|---------------------|---------------------|
| CITY OF BARRY | | | | | | | | LEVY |
| CURRENT | 188.18 | | 20.71 | 208.89 | 6.11 | 202.78 | - | 12,232.53 |
| DELINQUENT | | - | | - | | - | | % |
| TOTAL | 188.18 | - | 20.71 | 208.89 | 6.11 | 202.78 | - | 1.54% |
| CITY OF EMHOUSE | | | | | | | | LEVY |
| CURRENT | 81.02 | - | 8.90 | 89.92 | 2.63 | 87.29 | - | 7,635.82 |
| DELINQUENT | 39.79 | | 15.23 | 55.02 | 4.00 | 51.02 | 11.01 | % |
| TOTAL | 120.81 | - | 24.13 | 144.94 | 6.63 | 138.31 | 11.01 | 1.06% |
| CITY OF RICHLAND | | | | | | | | LEVY |
| CURRENT | 50.69 | - | 5.56 | 56.25 | 1.64 | 54.61 | - | 11,493.85 |
| DELINQUENT | 7.20 | | 1.94 | 9.14 | 0.52 | 8.62 | 1.83 | % |
| TOTAL | 57.89 | - | 7.50 | 65.39 | 2.16 | 63.23 | 1.83 | 0.44% |
| CITY OF GOODLOW | | | | | | | | LEVY |
| CURRENT | 2.51 | - | 0.28 | 2.79 | 0.08 | 2.71 | | 2,521.14 |
| DELINQUENT | 18.80 | | 12.39 | 31.19 | 3.19 | 28.00 | 5.15 | % |
| TOTAL | 21.31 | - | 12.67 | 33.98 | 3.27 | 30.71 | 5.15 | 0.10% |
| GRAND TOTAL | 325,734.84 | | 50,215.18 | 375,950.02 | 9,339.03 | 366,610.99 | 12,751.63 | |

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| CURRENT COLLECTED | |
|-------------------|--------|
| COUNTY | 93.57% |
| COLLEGE | 93.46% |
| RICE | 88.72% |
| KERENS | 86.84% |
| CORSICANA | 95.16% |
| BARRY | 89.88% |
| EMHOUSE | 83.92% |
| RICHLAND | 87.09% |
| GOODLOW | 60.60% |
| *DAWSON | 88.97% |
| *BG ISD | 90.59% |
| *DAWSON ISD | 89.40% |
| *RICE ISD | 89.05% |

| | | | | | |
|------------------|-------------------|-----------|-------------------|-------------|-------------------|
| MEMO: | | | | | |
| TOTAL COLLECTED | <u>388,701.65</u> | COUNTY | <u>892.67</u> | BARRY | <u> </u> |
| ROLLBACK TAXES | <u> </u> | COLLEGE | <u>(60.41)</u> | EMHOUSE | <u> </u> |
| TAX CERTIFICATES | <u>1,750.00</u> | RICE | <u> </u> | RICHLAND | <u> </u> |
| | | KERENS | <u>10.14</u> | GOODLOW | <u>(25.00)</u> |
| | | CORSICANA | <u>(5.05)</u> | *DAWSON | <u>338.94</u> |
| | | *BG ISD | <u>1,903.53</u> | *DAWSON ISD | <u>2045.70</u> |
| | | *RICE ISD | <u>1,200.58</u> | | |

*BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THESE ENTITIES SEPT 1, 2005

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF APRIL 2007

775

| | TAXES | PENALTY & INTEREST | SUBTOTAL | COLLECTION FEE | NET TAXES DUE | MEMO ONLY ATTORNEY FEES |
|-------------------------|-------------------|-----------------------|-------------------|-------------------|---------------------|-------------------------------|
| CURRENT TAXES | | | | | | |
| COUNTY | 113,412.79 | 11,506.08 | 124,918.87 | 2,498.53 | 122,420.34 | 402.58 |
| ROAD & BRIDGE | 18,669.44 | 1,915.17 | 20,584.61 | 411.68 | 20,172.93 | 66.23 |
| FLOOD CONTROL | 1,997.27 | 204.82 | 2,202.09 | 43.92 | 2,158.17 | 7.04 |
| TOTAL | 134,079.50 | 13,626.07 | 147,705.57 | 2,954.13 | 144,751.44 | 475.85 |
| DELINQUENT TAXES | | | | | | |
| COUNTY | 18,714.03 | 9,153.57 | 27,867.60 | 557.41 | 27,310.19 | 4,911.08 |
| STATE | - | - | - | - | - | - |
| ROAD & BRIDGE | 3,305.47 | 1,714.68 | 5,020.15 | 100.47 | 4,919.68 | 892.55 |
| FLOOD CONTROL | 324.29 | 161.59 | 485.88 | 9.68 | 476.20 | 86.25 |
| TOTAL | 22,343.79 | 11,029.84 | 33,373.63 | 667.56 | 32,706.07 | 5,889.88 |
| TOTAL ALLOCATION | | | | | | |
| COUNTY | 132,126.82 | 20,659.65 | 152,786.47 | 3,055.94 | 149,730.53 | 5,313.66 |
| STATE | | - | | - | | - |
| ROAD & BRIDGE | 21,974.91 | 3,629.85 | 25,604.76 | 512.15 | 25,092.61 | 958.78 |
| FLOOD CONTROL | 2,321.56 | 366.41 | 2,687.97 | 53.60 | 2,634.37 | 93.29 |
| TOTAL | 156,423.29 | 24,655.91 | 181,079.20 | 3,621.69 | 177,457.51 | 6,365.73 |

COUNTY TAX REPORT
Prepared by Gail Smith *GS*
Navarro County Tax Office

**ATTACHMENT B
LESSEE'S AUTHORIZING RESOLUTION**

Whereas, **NAVARRO COUNTY, TEXAS** (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the Governmental Entity at this meeting;

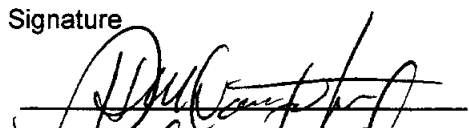
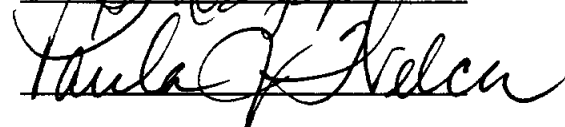
Now, Therefore, Be It And It Is Hereby Resolved:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3 . No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

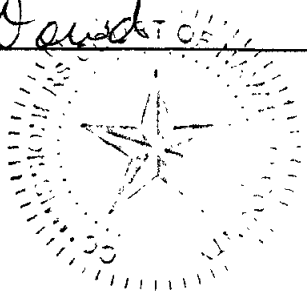
Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution:

| Name (Print or Type) | Title (Print or Type) | Signature |
|----------------------|-----------------------|--|
| H. M Davenport | County Judge |  |
| Paula J. Welch | County Auditor |  |

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adopted and approved on May 14, 2007.

Signature: Sherry Dowd
County Clerk

Name Printed: Sherry Dowd
Date: May 14, 2007



INTERLOCAL CONTRACT FOR TAX COLLECTION

This Contract is entered into between NAVARRO COUNTY, hereinafter called "County," and the City of Blooming Grove, hereinafter called the "City," pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Sections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of July 1st, 2007, through June 30, 2008. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one year renewal and extension.

III. Limitations Designated by City

The city is a General Law Type A governed by the statues, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, County will honor that contract.

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with an Insurance company in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured amounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

VII. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis in behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

VIII. City Records

City agrees to make available all of its assessment and collections records and to cooperate generally with County in the performance of this agreement.

IX. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the Agent for the purpose of assessing and collecting taxes of The City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state or County's normal operating procedures. In the performance of this agreement, County shall be deemed to be recommending actions to the City, and may

take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County as follows:

- A. One-half percent of current and delinquent collections;
- B. Twenty-five percent (25%) of all penalty and interest added after February 1, delinquency date but not to include the twenty percent (20%) added after July 1st by a delinquent tax attorney.
- C. A reasonable fee for any additional taxes, penalties, interest, revenues or funds collected by the County on behalf of the City not heretofore referenced, and allowable by law. Said fee shall be determined by applicable law, if appropriate, otherwise by the Tax Assessor-Collector for the County.

XII. Computerized Records

County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

XIII. Applicable Laws

This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or provision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27 (b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.

Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the 24th day of MAY, 2007.

Approved:

H.M. Davenport
H.M. Davenport, Navarro County Judge

Approved:

Alva L. Smith
A.L. Smith, Mayor Blooming Grove

Russell Hudson
Russell Hudson, Tax Assessor/Collector

Attest:

Sherry Dowd
Sherry Dowd, County Clerk

