

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONERS COURT WAS HELD ON MONDAY, 28th DAY OF JULY, 2008 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. 10:00 A.M. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
2. PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- VICKY PRATER-POWER PLANTS, JON POWERS-
NEED A SPEED LIMIT SIGN IN PCT. 3

CONSENT AGENDA

ITEMS 5-7 MOTION TO APPROVE BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETING OF JULY 14, 2008
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR
7. MOTION TO APPROVE TREASURER'S REPORT FROM RUBY COKER
TO WIT PG 954

REGULAR AGENDA ITEMS

- 8.. MOTION TO APPROVE DRUG SEIZURE FUND EXPENDITURES BY
DISTRICT ATTORNEY'S OFFICE BY HERRINGTON SEC BY BALDWIN
ALL VOTD AYE **TO WIT PG 955-957**
9. MOTION TO STRIKE SALARY APPROVAL FOR NEW EMPLOYEE,
COUNTY EXTENSION AGENT ASSISTANT, EMILY WILLIAMS BY
HERRINGTON SEC BY HOLT
ALL VOTED AYE

10. MOTION TO APPROVE PRICE INCREASE FROM ARMOR MATERIALS BY HERRINGTON SEC BY OLSEN TO WIT PG 958-959
ALL VOTED AYE
11. MOTION TO POSTPONE PUBLIC HEARING, COUNTY OF NAVARRO, TEXAS REINVESTMENT ZONE NO. 08-01 BY HERRINGTON SEC BY HOLT
ALL VOTED AYE
12. MOTION TO POSTPONE PUBLIC HEARING COUNTY OF NAVARRO, TEXAS REINVESTMENT ZONE NO.08-02 BY HERRINGTON SEC BY HOLT
ALL VOTED AYE
13. MOTION TO APPROVE DECLARATION OF LISTED ITEMS AS "SALVAGE" AND THUS AVAILABLE FOR SALE THROUGH AUCTION BY HOLT SEC BY BALDWIN
ALL VOTED AYE
14. MOTON TO APPROVE RESOLUTION FOR RENEWAL OF CONTRACT #23379734, WITH THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES TO WIT PG 960-962
15. MOTION TO APPROVE HEALTH INSURANCE RENEWAL FOR 2009 PLAN YEAR BEGINNING OCTOBER 1, 2008 BY HERRINGTON SEC OLSEN TO WIT PG 963-966
ALL VOTED AYE
16. MOTION TO APPROVE RETIREMENT CONTRIBUTION RATE FOR 2009 PLAN YEAR BEGINNING JANUARY 1, 2009 BY OLSEN SEC BY HOLT
ALL VOTED AYE TO WIT PG 967
17. MOTION TO APPROVE INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2008 BY HOLT SEC BY BALDWIN
ALL VOTED AYE TO WIT PG 968
18. MOTION TO APPROVE CONTINUE BURN BAN BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
19. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 11 DAY OF AUGUST 2008.

JUDGE HM DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

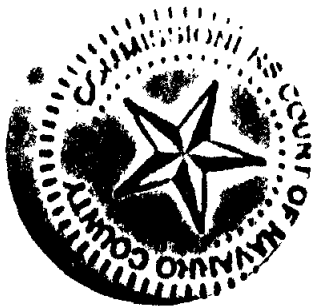
COMR.PCT.3 WILLIAM BALDWIN [Signature]

COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JULY 28TH, 2008.

SIGNED 11th DAY OF AUGUST 2008.

[Signature]
SHERRY DOWD, COUNTY CLERK



AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS


COUNTY OF NAVARRO

Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable William Baldwin, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.

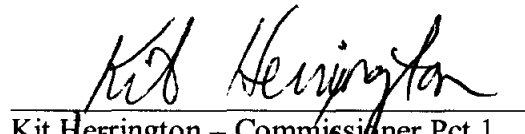
I, Ruby Coker, the Navarro County Treasurer, on this 28th day of July, 2008 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on June 30, 2008 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$632,466.08. Also, other assets totaling \$9,686,455.19 are being held by the Treasurer's office. The total interest for all accounts for the month of June, 2008 was \$18,578.96. The total disbursements for the month of June, 2008 were \$3,030,256.72. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

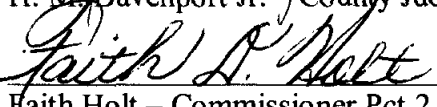
Signed and executed this 28th day of July, 2008.



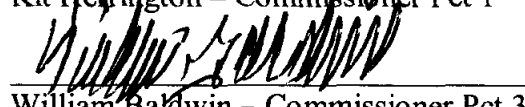
H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



Faith Holt - Commissioner Pct 2

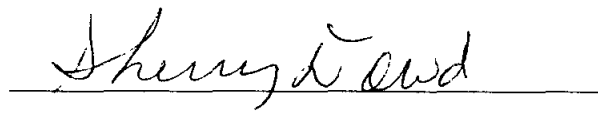


William Baldwin - Commissioner Pct 3



James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 28th day of July, 2008 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, William Baldwin, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



Sherry Dowd - Navarro County Clerk





GILFILLAN'S

Your Complete Paint & Hardware Store

935
True Value

2513 West Main Street • Gun Barrel, TX 75156
Ph. (903) 887-5063 • Fax. (903) 887-4179

1440 W. 7th Ave. • Corsicana, TX 75110
Ph. (903) 872-5053 • Fax. (903) 872-6972

Page 1 SPECIAL ORDER TICKET Ticket # 20310213

SPECIAL: TIME 12:33:42
 INSTR: 28 ** C O D ** 06/18/08
 SALESMAN: RONNIE A. NUMBER: RONN ACCTS/P: ORDERED BY: JERRY SHIP 06/20/08
INVOICE 06/20/08
DUE DATE 6/20/08

SOLD TO: COD CUSTOMER Terms: COD
 SHIP TO: NAVARRO CTY DISTRICT ATTORNEY
 ATTN: LOWELL THOMPSON
 CORSICANA, TX 75110
 CUSTOMER NO: COD JOB: CUSTOMER P.O.: PUR: SHIP VIA: CUSTOMER PICK UP

QTY.	UNIT	ITEM NUMBER	DESCRIPTION	REGULAR PRICE	DISCOUNT PRICE EACH	C	NET DUE
10.00	EA	138693	WELDED BOX RAKE	14.99	11.05	M	110.50
3.00	EA	586444	6T LB PUSH BROAD SPREADER	34.99	19.99	M	59.97
7.00	EA	728385	2030GT GLOVE, 3PR LB LATEX PALM	6.99	4.99	M	34.93
3.00	EA	615144	HOSE REEL CART, 6T PRO		89.00	M	267.00
3.00	EA	347313	WHEEL BARRON, POLY & CL. FT. OIL WHEEL	127.99	115.00	M	346.50
10.00	EA	835652	HANDL ACTION HOE 54"	14.99	13.59	M	135.90
4.00	EA	784678	GARDEN HOSE, 6T 5/8X75 NEVERKINK HOSE	29.99	27.12	M	108.48
5.00	EA	ZKYLE00000005667	784678 SPRAY NOZZLE, 6T MULTI 5 PATTERN		4.99	M	24.95
			829943				

WEIGHT: 50 lbs

20310213

SALES TOTAL \$1088.66
 MISC + FREIGHT 0.00
 TAX 0.00
 TOTAL \$1088.66

RECEIVED BY H. Body 3

TERMS: NET 15th A service charge is computed on a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.
 Any previous balance is due within 30 days.

956

'MCKEE LUMBER & TRUE VALUE, INC.
 104 N. 7TH STREET
 CORSICANA, TX 75110
 {903} 874-6581 FAX {903} 872-7936

Customer Copy
INVOICE
 PLEASE REFER TO INVOICE NUMBER
 ON ALL CORRESPONDENCE

Page: 1 Invoice: **10118259**

Special : Time: 14:25:58
 Instructions : Ship Date: 07/09/08
 : Invoice Date: 07/09/08
 Sale rep #: LARRY LARRY Acct rep code: Due Date: 08/30/08

Sold To: NAVARRO CO. D.A. OFFICE Ship To: NAVARRO CO. D.A. OFFICE
 %LOWELL THOMPSON () -
 COUNTY COURTHOUSE () -
 CORSICANA, TX 75110

Customer #: 3045 Customer PO: Order By:

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
40.00	40.00	L	PC	248PCST	2X4X8 P/C STUDS ✓	0.5500 BF	2.9333	117.33
2.00	2.00	L	PC	248WOL	2X4X8 WOLMANIZED ✓	0.5900 BF	3.1466	6.29
2.00	2.00	L	PC	2412WOL	2X4X12 WOLMANIZED ✓	0.5900 BF	4.7200	9.44
4.00	4.00	L	PC	2482SPF	2X4X8 #2 SPF ✓	0.4600 BF	2.4533	9.81
2.00	2.00	L	PC	26122SPF	2X6X12 #2 SPF ✓	0.4400 BF	5.2800	10.56
2.00	2.00	L	PC	24122SPF	2X4X12 #2 SPF ✓	0.4300 BF	3.4400	6.88
12.00	12.00	L	EA	8CORIRON	8' CORRIGATED IRON 31GA ✓	9.2900 EA	9.2900	111.48
8.00	8.00	L	EA	12CORIRON	12' CORRIGATED IRON 31GA ✓	14.9900 EA	14.9900	119.92
2.00	2.00	L	EA	11/2HEXSELD	10-16 11/2" hex washer self drill ✓	22.9900 EA	22.9900	45.98
5.00	5.00	P	EA	139568	GT LHRP Dirt Shovel ✓	15.9900 EA	15.9900	79.95
3.00	3.00	P	EA	835348	Poly Grain Scoop ✓	23.9900 EA	23.9900	71.97
10.00	10.00	P	EA	193055	OPP FGB GDN Hoe ✓	11.9900 EA	11.9900	119.90
5.00	5.00	P	EA	181654	Viper FBG LHSP Shovel ✓	24.9900 EA	24.9900	124.95
5.00	5.00	P	EA	138909	GT DH Digging Fork ✓	28.9900 EA	28.9900	144.95
3.00	3.00	P	EA	581852	GT XL MTL Imp Sprinkler ✓	34.9900 EA	34.9900	104.97
6.00	6.00	P	EA	773309	GT5/8x100Neverkink Hose ✓	41.9900 EA	41.9900	251.94
1.00	1.00	P	EA	825834	!New EDI item without a description ✓	109.9900 EA	109.9900	109.99

FILLED BY	CHECKED BY	DATE SHIPPED	DRIVER	Sales total	\$1446.31
SHIP VIA				Taxable	0.00
RECEIVED COMPLETE AND IN GOOD CONDITION				Non-taxable	1446.31
X <i>Foreman</i>				Tax #	ON FILE
				Sales tax	0.00

2 - Customer Copy

TBF: 301
 Weight: 203 lbs.

TOTAL \$1446.31



'MCKEE LUMBER & TRUE VALUE, INC.
 104 N. 7TH STREET
 CORSICANA, TX 75110
 {903} 874-6581 FAX {903} 872-7936

957

Customer Copy

INVOICE

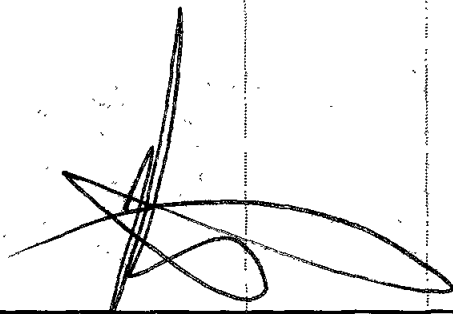
PLEASE REFER TO INVOICE NUMBER
 ON ALL CORRESPONDENCE

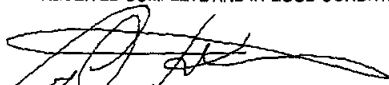
Page: 1		Invoice: 10118275	
Special :		Time:	16:31:16
Instructions :		Ship Date:	07/09/08
		Invoice Date:	07/09/08
Sale rep #: LARRY LARRY	Acct rep code:	Due Date:	08/30/08
Sold To: NAVARRO CO. D.A. OFFICE %LOWELL THOMPSON COUNTY COURTHOUSE CORSICANA, TX 75110		Ship To: NAVARRO CO. D.A. OFFICE () - () -	
Customer #: 3045	Customer PO:	Order By:	

popsig01

30TH
T 23

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
1.00	1.00	L	PC	3/4CD	4X8 3/4 CD	23.9900 PC	23.9900	23.99
4.00	4.00	L	EA	12CORIRON	12' CORRIGATED IRON 31GA	14.9900 EA	14.9900	59.96
9.00	9.00	L	PC	7/16WAF	4X8 7/16 WAFER	9.9900 PC	9.9900	89.91
1.00	1.00	L	PC	4412WOL	4X4X12 WOLMANIZED	0.7400 BF	11.8400	11.84



FILLED BY _____ CHECKED BY _____ DATE SHIPPED _____ DRIVER _____ SHIP VIA _____ RECEIVED COMPLETE AND IN GOOD CONDITION _____ X 	Taxable 0.00 Non-taxable 185.70 Tax # ON FILE	Sales total \$185.70 Sales tax 0.00
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TBF: 16

TOTAL \$185.70

2 - Customer Copy



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958

Armor Materials

PO Box 911205
Dallas, Texas 75391

RECEIVED

JUL 24 2008
NAVARRO COUNTY
AUDITORS OFFICE

July 22, 2008

Dear Customer:

Effective August 1, 2008 our plant pricing will increase and is subject to increase again without prior notice. The refineries continue to raise our liquid asphalt pricing each month. We sincerely apologize for any inconvenience this may cause, but we are at the mercy of the refiners.

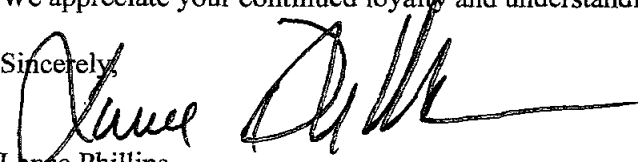
Product	South Tyler	West Tyler	Palestine	Corsicana	Malakoff
HOT MIX	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
HOT SAND	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00	\$ 54.00
OIL SAND	\$ 52.00	\$ 52.00	\$ 52.00	\$ 52.00	\$ 52.00
COLD MIX	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
SCRAP	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00
FLEXBASE	\$ 20.00	\$ 20.00	n/a	n/a	\$ 20.00
SEPTIC ROCK	\$ 28.50	n/a	n/a	n/a	n/a
CRUSHED ROCK	\$ 28.50	\$ 28.50	\$ 28.50	\$ 28.50	\$ 28.50
PEA GRAVEL	\$ 40.00	n/a	n/a	n/a	n/a
RIVER ROCK	\$ 30.00	n/a	n/a	n/a	n/a
3x5ROCK	\$ 28.00	n/a	n/a	n/a	n/a
FIELD SAND	\$ 10.00	\$ 10.00	\$ 10.00	\$ 15.00	\$ 10.00
MASONRY SAND	\$ 20.00	n/a	n/a	n/a	n/a
SCREENINGS	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00	\$ 26.00

DELIVERY	TANDEMS \$ 60.00/hr	TRAILERS \$ 90.00/HR
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We appreciate your continued loyalty and understanding of our need to take these measures.

Sincerely,

Lance Phillips
Armor Materials



**NAVARRO COUNTY, TEXAS
VENDOR PRICE CHANGE ON ANNUAL ROAD AND BASE MATERIALS**

VENDOR: LOCATION:	Armor Materials Existing Prices					New Prices from Armor Materials Effective August 1, 2008				
	Corsicana Plant					South Tyler	West Tyler	Palestine	Corsicana	Malakoff
DESCRIPTION	M/O	PCT 1	PCT 2	PCT 3	PCT 4	Material Only	Material Only	Material Only	Material Only	Material Only
Hot Oil Sand	44.00	48.00	49.00	49.50	49.50	54.00	54.00	54.00	54.00	54.00
Oil Sand						52.00	52.00	52.00	52.00	52.00
Asphalt - Hot Mix	52.25	56.25	57.25	57.75	57.75	75.00	75.00	75.00	75.00	75.00
Asphalt - Cold Mix	52.25	56.25	57.25	57.75	57.75	75.00	75.00	75.00	75.00	75.00
Cationic Emulsion										
Flex Base - A/1/2										
Flex Base - A/2/2										
Waste - Scrap Asphalt						45.00	45.00	45.00	45.00	45.00
Rock - Type C										
Rock - Type D										
Grade 3 - Coverstone										
Pea Gravel						40.00	N/A	N/A	N/A	N/A
FlexBase ?						20.00	20.00	N/A	N/A	20.00
Septic Rock						28.50	N/A	N/A	N/A	N/A
Crushed Rock						28.50	28.50	28.50	28.50	28.50
River Rock						30.00	N/A	N/A	N/A	N/A
3 x 5 Rock						28.00	N/A	N/A	N/A	N/A
Field Sand						10.00	10.00	10.00	10.00	10.00
Masonry Sand						20.00	N/A	N/A	N/A	N/A
Screenings						26.00	26.00	26.00	26.00	26.00
DELIVERY	TANDEMS	\$60.00/HR				TRAILERS	\$90.00/HR			

959

960

Child Welfare Services Contract Non-Financial

Contract # 23379734

I. The Texas Department of Family and Protective Services, hereinafter referred to as the Department, and the Commissioners' Court of **Navarro** County, hereinafter referred to as the County, agree to enter this contract to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services. If the child welfare board was previously established, then this contract is to maintain it.

This contract is entered into under the authority of §40.058 of the Human Resources Code and is not an agreement under Ch. 771 of the Government Code.

II. The County agrees:

- A. To establish and maintain a Child Welfare Board, hereinafter referred to as the Board, as set out by statute in the Texas Family Code §264.005.
- B. That the Board will consist of not less than seven nor more than fifteen persons appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis. Initially, the appointees will be designated to serve the following terms: 1/3 of the members appointed to three-year terms; 1/3 of the members to a two-year term; and 1/3 of the members to a one-year term. In successive years, from two to five new members will be appointed. Members shall serve at the pleasure of the Commissioners' Court. Members serve without compensation.
- C. To remove or suspend any member who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal code; or an offense under the Texas Controlled Substances Act. If it is determined that the member has not committed such offenses, the member may be reinstated; however, the County shall notify the Department of its intent to do so ten (10) working days prior to the reinstatement. The Contractor or Subcontractor must provide the Department with further information concerning the reasons for the reinstatement upon the request of the Department.
- D. To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the Department, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- E. To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

III. The Board required under Article II, Section A, of this contract shall have and exercise such lawful authority, duties and responsibilities as conferred upon it by statute, the Department and the County. The Department and the County agree that the Board will have the following duties:

- A. Assist the Department in identifying and meeting the needs of the children in the county who are covered under this contract.
- B. Explain the child welfare program and needs to the community and explain to Department staff the community's conditions and attitudes on policy, services, and priorities.
- C. Serve in an advisory capacity to the county in the development of local policy to meet the needs of the children in the County covered under this contract.
- D. Ensure the confidentiality of records and other information relating to children and families according to applicable federal and state law, rules and regulations. This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract, except to the extent that the Department acts outside of applicable state or federal law, rules or regulations applicable to such record or information.

Child Welfare Services Contract Non-Financial

- E. Prescribe such bylaws, not inconsistent with the terms of this contract and applicable state laws, as may be necessary or desirable to insure the efficient operation of the Board. Such bylaws shall be approved by written order of the Commissioners' Court.

IV. The Department agrees:

- A. To seek Title XIX Medicaid coverage within the amount, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- B. To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the Department conservatorship.

V. The Parties mutually agree:

- A. That this mutually undertaken child welfare program must meet state licensing and/or certification standards for child-caring and child-placing activities as a condition to continuation of this contract.
- B. **Anti-Discrimination.** Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - c) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - d) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - e) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - f) Food Stamp Act of 1977 (7 U.S.C. §2011 *et seq.*); and
 - g) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
 - i) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
 - ii) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
 - iii) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

962

Child Welfare Services Contract Non-Financial

- iv) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- v) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free (888) 388-6332
 Phone: (512) 438-4313
 TTY Toll Free: (877) 432-7232
 Fax: (512) 438-5885

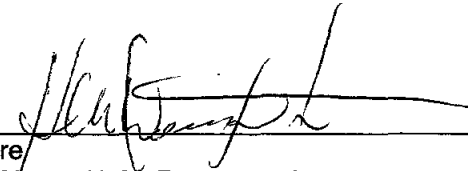
- C. That there shall be an annual review of this contract conducted to consider any appropriate changes.
- D. That the term of this contract shall be for a period beginning on the effective date of this contract and it shall terminate at such time as the federal, state, or county governments cease to participate in the program, by mutual consent of all parties hereto, or upon breach of the contract by one of the parties hereto. If mutual consent cannot be attained, either party to this contract may consider it canceled by giving thirty (30) days notice in writing to the other party, and this contract shall thereupon be canceled upon the expiration of such thirty (30) day period. It is further agreed and understood that in the event the federal or state laws or other requirements should be amended or judicially interpreted so as to render fulfillment of this contract on the part of either party unfeasible or impossible or if the Department and the County should be unable to agree upon modifying amendments which would be needed to enable substantial continuation of the program as a result of such amendments or judicial interpretations, then, and in that event, the Department and the County shall be discharged from further obligation created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- E. That this contract shall constitute the entire agreement of the County and the Department, and supersedes any other agreement(s), contract(s), or amendment(s) whether formal or informal, which have been previously entered into by and between the County and the Department relating to the services covered under this contract.
- F. **Fair Labor Standards Act.** The Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated affix their signatures and bind themselves during the effective dates. This contract shall be in force effective September 1, 2008 through August 31, 2009.

Texas Department of Family and Protective Services

Contractor: Navarro County

 Signature
 Printed Name: Lisa R. Black LMSW
 Printed Title and District: District Director, CPS Region 3

 Signature 
 Printed Name: H. M. Davenport Jr.
 Printed Title: County Judge

 Date

 Date

963



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

2008 Renewal Notice and Benefit Confirmation

Group: 66504 - Navarro County

Anniversary Date: Wednesday,
October 01, 2008

Return to TAC by: August 13, 2008

Below is your 2008 Renewal for your employee benefits from Texas Association of Counties Health and Employee Benefits Pool. To ease your renewal process we have prepared this Renewal Notice, including your Contribution Schedule. Please follow steps 1 - 7 to complete.

Step 1

Please initial each step confirming your county's benefits and fill out the contribution schedule according to your county's funding levels

If there are any plan changes or funding changes other than those listed below please contact Kim Crippen at 1-800-456-5974.

Step 2

Your group allows retiree coverage for:

Medical: **Pre 65**

Life: **Pre 65 / Post 65**

Step 2: *[Signature]* **Initial to confirm retiree coverage.**

Step 3 - Medical

Medical Plan: 800 RX Plan: 10/25/40 Option 4

Your payroll deductions for medical benefits are: **Pre Tax**

Tier	Current Rates	New Rates Effective 10/1/2008	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only:	\$431.32	\$463.24	\$ <u>463.24</u>	\$ <u>- 0 .</u>	\$ <u>463.24</u>
Employee & 1 Child:	\$586.42	\$629.82	\$ <u>463.24</u>	\$ <u>166.58</u>	\$ <u>629.82</u>
Employee & Children:	\$772.54	\$829.70	\$ <u>463.24</u>	\$ <u>366.46</u>	\$ <u>829.70</u>
Employee & Spouse:	\$905.76	\$972.78	\$ <u>463.24</u>	\$ <u>509.54</u>	\$ <u>972.78</u>
Employee & Family:	\$1,173.30	\$1,260.12	\$ <u>463.24</u>	\$ <u>796.88</u>	\$ <u>1,260.12</u>

Step 3 - Medical: *[Signature]* **Initial to accept New Medical Plan Rates.**

Step 3 - Life - Basic

Basic Life Products:
(Rates are per thousand)

Coverage Volume - Employee: \$20,000

	Current Rates	New Rates Effective 10/1/2008	Amount Employer Pays	Amount Employee Pays
Life:	\$0.190	\$0.190	100%	0%
AD&D:	\$0.035	\$0.035	100%	0%

Step 3 - Life - Basic: [Signature] Initial to accept New Basic Life Rates.

Step 3 - Life - Voluntary

Voluntary Life Products:

Dependent Life

Retiree Term Life

Coverage Volume - Retiree: \$5,000

	Current Rates	New Rates Effective 10/1/2008	Amount Employer Pays	Amount Retiree Pays (if applicable)
	\$0.190	\$0.190	0%	100%

Step 3 - Life - Voluntary: [Signature] Initial to confirm voluntary life products.

Step 4

Waiting Period & Delay

Employees

Elected Officials

Medical 30 days - 1st of month following WP
Life 30 days - 1st of month following WP

30 days - 1st of month following WP
30 days - 1st of month following WP

Step 4: [Signature] Initial to confirm Waiting Period and Delay.

Step 5

- * Rates quoted above include a discount for using OASys. Navarro County saved approximately \$2 x 281 employees x 12 months = \$6,744. If the county chooses not to use OASys for entering eligibility, an additional fee of \$2 per employee per month will be added to the rates above.
- * Retirees pay same as actives, regardless of age, for medical and dental.
- * Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- * Form must be received by August 13, 2008 in order to avoid additional administrative fees.

Step 5: Please indicate your broker / agent's name, if applicable N/A

Signature of County Judge :

[Signature]

Date: 07-23-2008

965

Step 6

TAC HEBP Member Contact Designation

Navarro County

Any changes must be approved by the court

Pool Coordinator

As specified in the Interlocal Participation Agreement, each Member hereby designates and appoints, as indicated in the space provided below, a Pool Coordinator of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member's Pool Coordinator, with respect to service or claims hereunder, shall be binding on the Member. Each Member reserves the right to change its Pool Coordinator from time to time by giving written notice to HEBP.

Change if necessary:

Name Ms. Paula J. Welch
Title Auditor
Address 300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
Phone (903) 654-3094
FAX (903) 654-3097
Email pwelch@navarrocounty.org
Physical / Delivery Address 300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672

Primary Contact

HEBP's main contact for daily matters pertaining to the health benefits.

Change if necessary:

Name Honorable Ruby C. Coker
Title Treasurer
Address 300 West Third Avenue, Suite 17
Corsicana, TX 75110
Phone (903) 654-3090
FAX (903) 654-3097
Email rcoker@navarrocounty.org
Physical / Delivery Address 300 West Third Avenue, Suite 17
Corsicana, TX 75110

Ruby G. Coker

903-875-3391

Billing Contact

Responsible for receiving all invoices relating to HEBP products and services.

Change if necessary:

Name Ms. Paula J. Welch
Title Auditor
Address 300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
Phone (903) 654-3094
FAX (903) 654-3097
Email pwelch@navarrocounty.org

HIPAA Secured FAX number

Signature of County Judge:

Step 6a: [Signature]

Print name and title:

Step 6b: H.M. DAVENPORT, JR.

Date: 07-28-2008

Step 6c: Fax this form to 512-481-8481, due no later than August 13, 2008

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Benefits Pool in Texas.

Step 7 - Renewal Credit

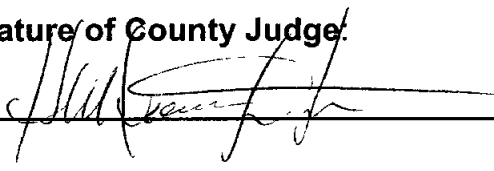
2008 - 2009 RENEWAL CREDIT CONFIRMATION
Navarro County

Navarro County is eligible to receive a renewal credit* for the 2008-2009 plan year, effective on your anniversary date. Upon renewing your health plan with TAC HEBP, beginning on your effective date, each monthly bill will reflect a credit for 1/12th of the total below:

\$120,255

Please sign below indicating the Commissioners Court approval to receive the renewal credit for 2008-2009.

Signature of County Judge:

 _____ Date: 07.28-2008

* Please refer to the Renewal Credit Frequently Asked Questions document included in your renewal packet for details.

Navarro County, #274
Authorization to maintain TCDRS plan provisions
Plan year 2009

With respect to the participation of Navarro County in the Texas County & District Retirement System (TCDRS) for the 2009 plan year, the following order was adopted:

- 1. Navarro County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Navarro County (**check one box**):
 - does not adopt a cost-of-living adjustment (COLA).
 - adopts a 40 % CPI-based COLA.
 - adopts a _____ % flat-rate COLA.

- * 3. The required employer contribution rate for Plan Year 2009 will be the following:

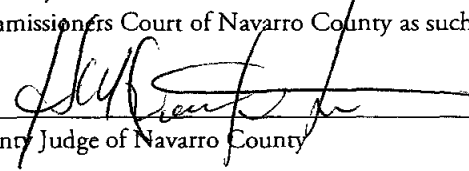
(a) Required rate without COLA:	7.89%
(b) COLA rate:	+ <u>0.11 %</u> (enter 0 if not adopting a COLA)
(c) Total required rate (a + b):	= <u>8.00 %</u>

- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Navarro County adopts for Plan Year 2009 (**check one box**):
 - the **total required rate** listed above.
 - add a new elected rate of _____ %.

5. In the event the 2009 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Navarro County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Navarro County in TCDRS for Plan Year 2009 truly and accurately reflects the official action taken during a properly posted and noticed meeting on July 28, 2008, by the Commissioners Court of Navarro County as such action is recorded in the official minutes.



County Judge of Navarro County

Dated: 07-28-2008

* Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.

NAVARRO COUNTY, TEXAS
QUARTERLY INVESTMENT REPORT
For the Quarter Ended June 30, 2008

FUND	BALANCE 04/01/2008	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 06/30/2008	NET CHANGE
Investments held with TexPool:						
Operating Funds	9,391,772.04	50,468.14	3,489,360.00	5,110,265.42	7,821,334.76	(1,570,437.28)
Designated County Funds	287,272.33	2,215.98	255,050.00	134,200.00	410,338.31	123,065.98
State Funds	657,778.70	3,900.13	306,175.00	209,275.00	758,578.83	100,800.13
Agency Funds	930,695.50	5,419.03	24,400.00	25,100.00	935,414.53	4,719.03
TOTAL	11,267,518.57	62,003.28	4,074,985.00	5,478,840.42	9,925,666.43	(1,341,852.14)

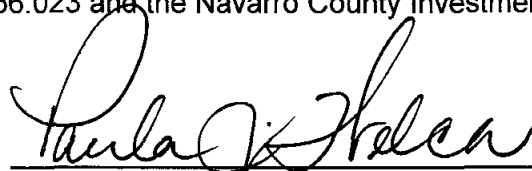
Quarter to Date Interest Earned:

Bank Accounts	\$	3,805.40
TexPool Invesments		<u>62,003.28</u>
Total Interest Earned	\$	<u><u>65,808.68</u></u>

TexPool Interest Rate at 06/30/2008: 2.2635%

TexPool Net Asset Value at 06/30/2008: \$ 0.99987

Submitted July 28, 2008 in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.


 Paula J. Welch, CPA - County Auditor


 Ruby Coker - County Treasurer

896

James Olsen

From: "GovDeals - Simon Petty" <spetty@govdeals.com>
To: <jolsen@navarrocounty.org>
Sent: Friday, August 01, 2008 3:43 PM
Subject: Auction Items

Ferguson 46A	Y	1	EA	FERGUSON 46A ROLLER	Ready for Auction		
3150	Y	1	EA	BROS SP-2800 PNEUMATIC ROLLER	Ready for Auction		
Culverts	Y	1	LT	CONCRETE CULVERTS VARIOUS SIZES	Ready for Auction		
7688	Y	1	EA	1972 INTERNATIONAL TRACTOR WITH FRONT LOADER	Ready for Auction		
4056	Y	1	EA	FORD 5610 TRACTOR	Ready for Auction		
0173	Y	1	EA	1989 CHEVY CHEYENNE TRUCK	Ready for Auction		
7576	Y	1	EA	1988 CHEVY SILVERADO PICK UP TRUCK	Ready for Auction		
7031	Y	1	EA	1990 FORD F150 XLT LARIAT	Ready for Auction		
9908	Y	1	EA	1985 CHEVY 20UXE FLAT BED TRUCK	Ready for Auction		
9769	Y	1	EA	1998 CHEVY TAHOE LS			
3582	Y	1	EA	2000 FORD CROWN VIC	Ready for Auction	Top of Form	Bottom of Form
3566	Y	1	EA	2000 FORD CROWN VIC	Ready for Auction	Top of Form	Bottom of Form
9493	Y	1	EA	1993 FORD F150 XLT	Ready for Auction	Top of Form	Bottom of Form
0288	Y	1	EA	1999 FORD CROWN VIC	Ready for Auction	Top of Form	Bottom of Form
	Y	1	EA	1987 CATERPILLAR D-7 BULLDOZER.	Ready for Auction	Top of Form	Bottom of Form

Sorry it is not a very friendly looking document but I just copied it from the admin site. Please let me know if you have any questions.

Thanks Simon

Simon Petty

Client Services Representative

GovDeals, Inc

Austin, Texas

Cell (512) 971 9299

Help Desk (800) 613 0156 x 2

spetty@govdeals.com

www.GovDeals.com

8/1/2008