

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONERS COURT WAS HELD ON MONDAY, 22ND DAY OF SEPTEMBER, 2008 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON FAITH HOLT, WILLIAM BALDWIN, AND JAMES OLSEN.

1. 10:00 A.M. MOTION TO CONVENE BY BALDWIN SEC BY HOLT
ALL VOTED AYE
2. PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- DIANE STEVENS CROSSING ON CR 0141,
LACHELLE WILLIAMS-PETITION FOR RAILROAD CROSSING ON 0141A
TO BE UPDATED.

CONSENT AGENDA

- MOTION TO APPROVE ITEMS 5-6 BY HOLT SEC BY BALDWIN
ALL VOTED AYE
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETING OF SEPTEMBER 8, 2008
 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR

REGULAR AGENDA ITEMS

ITEM #12 TAKEN UP AT THIS TIME

7. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS
GOVERNMENT CODE SECTION 551.071 TO DISCUSS
PENDING/ANTICIPATED LITIGATION-CONSULTATION WITH
ATTORNEY BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

MOTION TO GO BACK INTO REGULAR SESSION BY HOLT SEC BY
HERRINGTON
ALL VOTED AYE

NO ACTION TAKEN

8. MOTION TO APPROVE TEMPORARILY CLOSING A PORTION OF NE 0070 FROM THE INTERSECTION OF NE 0110, IN A WESTERLY DIRECTION FOR 1.3 MILES TO THE CHAMBERS CREEK BRIDGE, UNTIL THE BRIDGE IS REPAIRED. THE REQUESTED CLOSING IS 1.3 MILES IN LENGTH; .4 MILES IS WITHIN THE FLOOD PLAIN OF CHAMBERS CREEK FOR MR. DUNN, MR. GLEN, & MR.SCHLENK UNTILL BRIDGE IS FINISHED BY HOLT SEC BY BALDWIN
ALL VOTED AYE TO WIT PG 108-109
9. MOTION TO APPROVE PROPERTY IN FLOOD PLANE STRUCK OFF TO CITY OF CORSICANA BY HOLT SEC BY HERRINGTON
ALL VOTED AYE TO WIT PG 109A-109F
10. MOTION TO APPROVE ANNUAL REPORT FROM NAVARRO SOIL & WATER CONSERVATION DISTRICT BY BOBBY WILSON BY OLSEN SEC BY BALDWIN
ALL VOTED AYE
11. MOTION TO APPROVE AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS SW 2360 AND SE 1230 WITH A NATURAL GAS PIPELINE BY TREND GATHERING & TREATING LP IN PRECINCT#3 BY BALDWIN SEC BY OLSEN
ALL VOTED AYE TO WIT PG 110-133
12. MOTION TO APPROVE TAX REPORT BY BALDWIN SE BY HERRINGTON
ALL VOTED AYE TO WIT PG 134-138
13. MOTION TO APPROVE TREASURER'S REPORT BY HOLT SEC BY HERRINGTON
ALL VOTED AYE TO WIT PG 139
14. NO ACTION TAKEN ON BURN BAN
15. MOTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN NAVARRO COUNTY AND CITY OF KERENS BY HOLT SEC BY BALDWIN
ALL VOTED AYE TO WIT PG 140-143
16. MOTION TO APPROVE CHANGING COMMISSIONERS' COURT MEETING ON MONDAY, OCTOBER 13, 2008 TO FRIDAY, OCTOBER 10,

2008 AT 10:00 A.M., DUE TO COLUMBUS DAY HOLIDAY BY BALDWIN
SEC BY HERRINGTON
ALL VOTED AYE

17. MOTION TO APPROVE AMENDMENT TO THE COUNTY'S INVESTMENT POLICY TO REMOVE THE COUNTY AUDITOR, PAULA WELCH, AND TO ADD FIRST ASSISTANT AUDITOR, TIM EASLEY BY BALDWIN SEC BY OLSEN
ALL VOTED AYE **TO WIT PG 144**
18. MOTION TO APPROVE REMOVAL OF PAULA WELCH AS AN AUTHORIZED SIGNER AT PROSPERTY BANK AND CHASE BANK ON ALL ACCOUNTS BY OLSEN SEC BY BALDWIN
ALL VOTED AYE **TO WIT PG 145-146**
19. MOTION TO APPROVE REMOVAL OF PAULA WELCH AS AN AUTHORIZED SIGNER FROM THE TEX POOL, TEX STAR AND MBIA INVESTMENT SERVICES FOR PUBLIC FUND BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
20. MOTON TO APPROVE AUTHORIZING FIRST ASSISTANT AUDITOR, TIM EASLEY, AND APPOINTED TAX ASSESSOR/COLLECTOR RUSSELL HUDSON AS AUTHORIZED REPRESENTATIVE TO PERFORM TRANSACTIONS AND RECEIVING CONFIRMATIONS BY HOLT SEC BY HERRINGTON
ALL VOTED AYE **TO WIT PG 147-148**
21. MOTION TO APPROVE REMOVAL OF PAULA WELCH AS AN AUTHORIZED SIGNER WITH TEXAS COUNTY & DISTRICT RETIREMENT SYSTEMS BY HOLT SEC BY BALDWIN
ALL VOTED AYE
22. MOTION TO APPROVE AUTHORIZING FIRST ASSISTANT AUDITOR, TIM EASLEY AS AN AUTHORIZED SIGNER FOR TEXAS COUNTY & DISTRICT RETIREMENT SYSTEMS BY HOLT SEC BY HERRINGTON
ALL VOTED AYE **TO WIT PG 149-150**
23. MOTION TO APPROVE REMOVAL OF PAULA WELCH AS TEXAS ASSOCIATION OF COUNTIES HEALTH BENEFITS COORDINATOR BY BALDWIN SEC BY OLSEN
ALL VOTED AYE

24. MOTION TO APPROVE AUTHORIZING RUBY COKER AS THE TEXAS ASSOCIATION OF COUNTIES HEALTH BENEFITS COORDINATOR BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE **TO WIT PG 151**
25. MOTION TO APPROVE BUDGET AMENDMENT FOR ROAD & BRIDGE PRECINCT #1 (\$50,000) BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE **TO WIT PG 152**
26. MOTION TO APPROVE OPENING ANNUAL BIDS:
- MISCELLANEOUS AUTO PARTS-MOTION TO ACCEPT ALL 4 O'REILLY, THURSTON, B & G, CORSICANA AUTO PARTS BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE
 - CULVERTS FOR COUNTY PRECINCTS-MOTION TO APPROVE ALL WILSON & CONTECH-CPI BY OLSEN SEC BY HOLT
ALL VOTED AYE
 - FUEL FOR COUNTY VEHICLES-MOTION TO TABLE UNTIL 7:00 P.M. TONIGHT BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
 - ROAD & BASE MATERIALS-MOTION TO REJECT ROCK & GRAVEL BY HOLT SEC BY BALDWIN
ALL VOTED AYE
 - HAULING OF AGGREGATE-MOTION TO APPROVE ALL FOUR COKER & SON TRUCKING, WALLIS TRUCKING, CTBX, INC, BILLY JOCK, BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE
- TO WIT PG 153-168**
27. MOTION TO APPROVE CONTINUED PARTICIPATION WITH TEXAS FEDERAL SURPLUS PROPERTY PROGRAM AND APPROVAL OF AUTHORIZED REPRESENTATIVES BY HOLT SEC BY BALDWIN
ALL VOTED AYE **TO WIT PG 169-172**
28. MOTION TO APPROVE AUTHORIZING THE AUDITORS SALARY UNTIL SEPTEMBER 30, 2008 FOR COMPLETION OF BUDGET FOR FISCAL YEAR 2009 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE **TO WIT PG 173**
- MOTION TO RECESS UNTIL 7:00 P.M. BY HOLT SEC BY OLSEN
ALL VOTED AYE

7:00 P.M. MOTION TO COME OUT OF RECESS BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE

26. FUEL FOR COUNTY VEHICLES-MOTION TO APPROVE WINTERS OIL BY HOLT SEC BY BALDWIN
ALL VOTED AYE (this was tabled in morning meeting until 7 p.m.)

29. MOTION TO APPROVE DISTRICT COURT ORDER RELATING TO THE SALARY OF THE COUNTY AUDITOR BY JUDGE DAVENPORT SEC BY OLSEN
ALL VOTED AYE TO WIT PG 174-175

30. PUBLIC HEARING ON PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN

31. MOTION TO APPROVE PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE TO WIT PG 176-178

32. PUBLIC HEARING ON THE PROPOSED BUDGET FOR FISCAL YEAR 2009 BRUCE HOWARD SPOKE ON BEHALF OF THE VFD WOULD LIKE THE COUNTY TO CONSIDER GIVING MORE MONEY TO THE VFD WHEN ABLE TO DO SO

33. MOTION TO ADOPT THE BUDGET BY HERRINGTON SEC BY BALDWIN
ALL VOTED AYE TO WIT PG 179-180

34. MOTION TO ADOPT TAX RATE BY HOLT SEC BY HERRINGTON
ALL VOTED AYE TO WIT PG 181

35. MOTION TO APPROVE TO RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2009 BUDGET BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

36. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 10 DAY OF OCTOBER 2008.

JUDGE HM DAVENPORT

[Handwritten signature]

COMR.PCT.1 KIT HERRINGTON

[Handwritten signature: Kit Herrington]

COMR.PCT.2 FAITH HOLT

[Handwritten signature: Faith Holt]

COMR.PCT.3 WILLIAM BALDWIN

[Handwritten signature: William Baldwin]

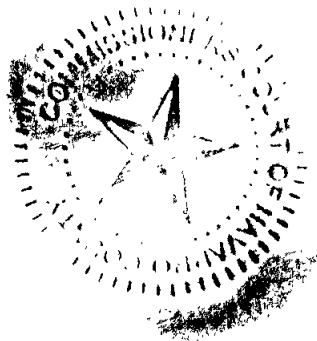
COMR.PCT.4 JAMES OLSEN

[Handwritten signature: 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 SEPTEMBER 22ND, 2008.

SIGNED 10 DAY OF OCTOBER 2008.

[Handwritten signature: Sherry Dowd]
SHERRY DOWD, COUNTY CLERK



EMERGENCY REQUEST

TO THE HONORABLE COUNTY JUDGE AND NAVARRO COUNTY COMMISSIONERS

This request is made for an emergency order closing temporarily a county road, and for the following reasons, the applying parties would show:

Parties

The movant parties are RICHARD SCHLENK, ROBERT C. DUNN, RUSTY GLENN, said moving parties are the land owners that adjoin County Road N.E. 0070, from the intersection of N.E. Cr. 0070 and N.E. Cr. 0110. No other persons need access of the portion sought to be temporarily to enter their property, hunting lease. The moving parties own all the land on both sides of the road, in a westerly direction from the intersection referred to, until the Chambers Creek Bridge is reached when westbound.

Subject

The moving parties request an Order issue from the Commissioners Court for the Temporary Closing of County Road N.E. 0070, from the intersection of County Road N.E. 0110, in a Westerly direction for 1.3 Miles, to the Chambers Creek Bridge, until the bridge is repaired.

Reason for Request

1. The road subject of this request is 1.3 miles in length, .4 mile is within the Flood Plain of Chambers Creek. With the Bridge across Chambers Creek, temporarily closed the road becomes a Dead End. At this time only a Bridge Closed gives the public notice, and does not notify the travelers of the fact that there is no outlet.
2. The width of N.E. Cr. 0070, at the Chambers Creek Bridge which is Temporarily Closed is only about 18 feet plus small ditches, making it hard if not impossible to turn around if the road conditions are dry, and almost impossible to turn around when it is wet.

3. The road surface is Gumbo Mud when wet. And it should be noted that there is .04 Miles of the roadway that is within the Flood Plain of Chambers Creek, and when overflow comes reaches some 8 feet deep.


4. By the natural danger of flood waters, and how quickly they rise, a stranded automobile or person, could require a very serious emergency effort, if they could be reached at all.

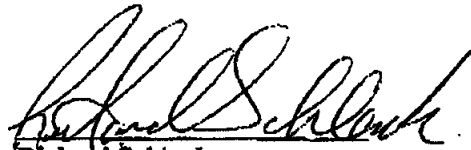
Land Owners Will

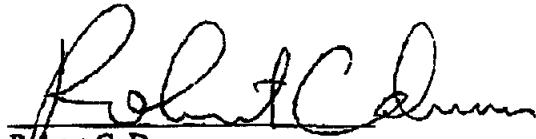
1. Erect a Temporary Gate with the approval of the County Commissioner, giving a key to said gate to the Commissioner, and Law Enforcement, maintaining the gate during the temporary closure of the Bridge for repairs.

2. After the Bridge is repaired, the Landowners will remove the gate at their expense.

This request is indeed an emergency request, we ask for a Temporary Order, Closing N.E. C.R. 0070 from its intersection with N.E. CR. 0110 in a westerly direction to the Chambers Creek Bridge.


Rusty Glenn


Richard Schienk


Robert C. Dunn

Drainage Project



R09226 CORSICANA OT, BLOCK 281, LOT 1 THRU 4, (125 X 180)
R09227 CORSICANA OT, BLOCK 281, LOT 5, (50 X 125)
R09228 CORSICANA OT, BLOCK 281, LOT 6 & 7, (100 X 125)
R09280 CORSICANA OT, BLOCK 278, LOT 44, (50 X 150)
R10724 CORSICANA OT, BLOCK 282, LOT 8 THRU 10, (130 X 150)

109A

10th St

Barton St

15th Ave

16th Ave

Legend

- Drainage Project
- Trustee Lots
- Channel
- Floodway
- 1% Floodplain
- 2% Floodplain



109B

Ownership
 CORSIKANA ISD TRUSTEE
 601 N 13TH ST
 CORSICANA, TX 75110

Legal Information
 LEGAL: SUBD: CORSICANA OT, BLK: 281, LOT:
 1 THRU 4, (125 X 180)

Exemptions/Deed
 CONST EXEMPT
 VOL: 2006
 PAGE: 11345
 DATE: 10/25/2006

Identification ID: R000009226/GID: C0000.00.02810.001.00.0

OWNER INTEREST 1.0

SITUS:
 ACRES: 0.517

ALT:
 MIN:
 XREF:

**NOTES: S/B EX FOR 07

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantor	Grantee
10/25/06		2006	11345		10/25/06			KELLY WILL	CORSICANA
1/1/00					1/1/00				
1/1/00					1/1/00				

Geo Quad: Aerial Map Id: Use: Agent: Mortgage

Grp#	Imp Cls	Year/Eff Yr	Sqft	Cpsf	Buildings	Features	Cn Cd	Cn%	Dp Cd	Dp%	Fn%	Ec%	Cp%	Adjusted	Additional	Loc%	Total
			.00														

Code/Description	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Cn Cd	Cn%	Dp Cd	Dp%	Fn%	Ec%	Cp%	Ptd	Value
FLT	22,500 SF/.517 AC			.3				.4 COMM	.35		9,112 N					6,750 C1

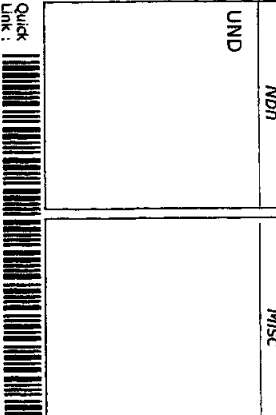
Features

Appr By: NAVARRO Appr Dt: 1/1/08 Chkd By: Chkd Dt: 1/1/00
 User: PUBLIC Print Date / Time: 9/4/2008 2:10:18 PM

Prod Code / Prod Units / Prod Cpu

Lnd Cd	Units / Aft Units	Cpu	Cpu Cd	Mkt Cpu	Adj Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd	Prod	Spec Value
FLT	22,500 SF/.517 AC			.3	.4 COMM	.35	9,112 N		6,750 C1			

2009	Ptd	Change +/-	Cert	2008	Ptd	Entry / Description	Txbl Value	Tax Rate	Fiz Yr	Ext. Tax Levy
Impor Hs	0	0	0	0	0	GNV NAVARRO COUNTY	9,110	.004709		
Impor Non Hs	0	0	0	0	0	SCO CORSICANA ISD	9,110	.012857		
Land Non Hs	0	0	0	0	0	CCO CITY OF CORSICANA	9,110	.006272		
Land Non Hs	9,110	C1	0	9,110	0	RBC COUNTY ROAD AND	9,110	.000955		
Prod Mkt	0	0	0	0	0	JCN NAVARRO COLLEGE	9,110	.0012		
Per / Min	0	0	0	0	0	NFL NAVARRO FLOOD	9,110	.00009		
Total Market	9,110	0	0	9,110	0	** ESTIMATED TOTAL				
Prod Loss	0	0	0	0	0					
Cap Loss	0	0	0	0	0					
Assessed	9,110	0	0	9,110	0					

Quick Link: 

Nbh: Misc:

Ownership

Legal Information

Exemptions/Deed

Identification ID: R000009226/GID: 00000000000000000000000000000000

CORSICANA ISD TRUSTEE
601 N 13TH
CORSICANA, TX 75110

LEGAL: SUBD: CORSICANA OT, BLK: 281, LOT:
6 & 7, (100 X 125)

CONST EXEMPT
VOL: 1748
PAGE: 808
DATE: 4/8/2005

OWNER INTEREST 1.0

SITUS:
ACRES:0.287

ALT:
MIN:
XREF:

109 D

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
3/14/05	D-SHFD	1748	808		4/8/05			CORSICANA ISD	UNKNOWN
1/1/00					1/1/00			UNKNOWN	CHURCH OF THE
1/1/00					1/1/00				

Geo Quad	Aerial	Map Id	Use	Agent	Mortgage
0					

Grp#	Imp Cls	Year/Eff Yr	Sqft	Cpsf	Buildings	Features	Cn Cd	Cn%	Dp Cd	Dp%	Fn%	Ec%	Cpl%	Adjusted	Additional	Loc%	Total
			.00	.00													

Code/Description	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Cn% Dp Cd	Dp%	Fn%	Ec%	Cpl%	Ptd	Value

Csf Impr :

NAVARRO

Appr By	Appr Dt	Chkd By	Chkd Dt
HC	1/1/08		1/1/00
User	Print Date / Time		
KELLYL	9/4/2008 2:03:45 PM		

Features

Lnd Cd	Units / Alt Units	Cpu Cpu Cd	Mkt Cpu	Adj Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd	Prd	Spec Value
FLT	12,500 SF/.287 AC	.25	.34	COMM	.35	4,219	N	3,125	C2		

Prod Code / Prod Units / Prod Cpu

	2009	Ptd	Change +/-	Cert	2008	Ptd
Impr Hs	0		0		0	
Impr Non Hs	0		0		0	
Land Hs	0		0		0	C2
Land Non Hs	4,220	C2	0		4,220	
Prod Mkt	0		0		0	
Per / Min	0		0		0	
Total Market	4,220		0		4,220	
Prod Loss	0		0		0	
Cap Loss	0		0		0	
Assessed	4,220		0		4,220	

Entity / Description	Txbl Value	Tax Rate	Frz Yr	Ext. Tax Levy
GNV NAVARRO COUNTY	4,220	.004709		
SCO CORSICANA ISD	4,220	.012857		
CCO CITY OF CORSICANA	4,220	.006272		
RBC COUNTY ROAD AND	4,220	.000955		
JCN NAVARRO COLLEGE	4,220	.0012		
NFL NAVARRO FLOOD	4,220	.00009		
** ESTIMATED TOTAL				

Nbh	Misc
UND	

Quick Link : 

CITY OF CORSICANA TRUSTEE
200 N 12TH ST
CORSICANA, TX 75110

LEGAL: SUBD: CORSICANA OT, BLK: 278, LOT:
44, (50 X 150)

CONST EXEMPT
VOL: 1674
PAGE: 855
DATE: 1/26/2004

OWNER INTEREST 1.0

SITUS:
ACRES:0.172

ALT:
MIN:
XREF:

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
11/19/03	D-SHFD	1674	855		1/26/04			CITY OF CORSICANA	UNKNOWN
1/1/00					1/1/00			KING HARRY S.	VINCENT BROWN
1/1/00					1/1/00			UNKNOWN	KING HARRY S.

Geo Quad	Aerial	Map Id	Use	Agent	Mortgage
0					

Grp#	Imp Cls	Year/Eff Yr	Sqft	Cpsf	Buildings	Features	Cn Cd	Cn%	Dp Cd	Dp%	Fn%	Ec%	Cpl%	Adjusted	Additional	Loc%	Total
			.00	.00													

Code/Description	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Cn% Dp Cd	Dp%	Fn%	Ec%	Cpl%	Ptd	Value

Features

Csf Impr :

NAVARRO

Appr By	Appr Dt	Chkd By	Chkd Dt
HC	1/1/08		1/1/00
User	Print Date / Time		
KELLYL	9/4/2008 2:05:12 PM		

Lnd Cd	Units / Alt Units	Cpu Cpu Cd	Mkt Cpu	Adj Codes	Adj%	Adj Amt Hs	Mkt Value	Ptd	Prd	Spec Value
FLT	7,500 SF/.172 AC	.25	.34	COMM	.35	2,531 N	1,875	C1		

Prod Code / Prod Units / Prod Cpu

	2009	Ptd	Change +/-	Cert	2008	Ptd
Impr Hs	0		0		0	
Impr Non Hs	0		0		0	
Land Hs	0		0		0	C1
Land Non Hs	2,530	C1	0		2,530	
Prod Mkt	0		0		0	
Per / Min	0		0		0	
Total Market	2,530		0		2,530	
Prod Loss	0		0		0	
Cap Loss	0		0		0	
Assessed	2,530		0		2,530	

Entity / Description	Txbl Value	Tax Rate	Frz Yr	Ext. Tax Levy
GNV NAVARRO COUNTY	2,530	.004709		
SCO CORSICANA ISD	2,530	.012857		
CCO CITY OF CORSICANA	2,530	.006272		
RBC COUNTY ROAD AND	2,530	.000955		
JCN NAVARRO COLLEGE	2,530	.0012		
NFL NAVARRO FLOOD	2,530	.00009		
** ESTIMATED TOTAL				

Nbh	Misc
UND	

Quick Link : 

109E

Ownership

CITY OF CORSICANA TRUSTEE
200 N 12TH ST
CORSICANA, TX 75110

OWNER INTEREST 1.0

Legal Information

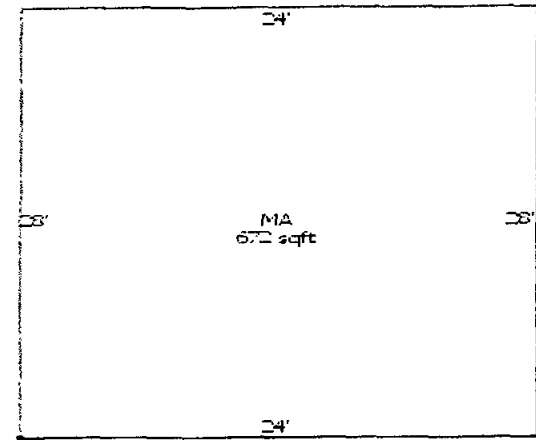
LEGAL: SUBD: CORSICANA OT, BLK: 282, LOT:
8 THRU 10, (130 X 150)

SITUS:
ACRES:0.448

Exemptions/Deed

CONST EXEMPT
VOL: 1581
PAGE: 433
DATE: 6/27/2002

Identification ID:R000010724/GID:C0000.00.02820.008.00.0



ALT:
MIN:
XREF:

Sale Dt	Type	Vol	Page	Inst	Deed Dt	Price	Value@Sale	Grantee	Grantor
6/20/02	D-SHFD	1581	433		6/27/02			CITY OF CORSICANA	BUTLER ALFRED
1/1/00					1/1/00				
1/1/00					1/1/00				

Geo Quad	Aerial	Map Id	Use	Agent	Mortgage
0					

Grp#	Imp Cls	Year/Eff Yr	Sqft	Cpsf	Buildings	Features	Cn Cd	Cn%	Dp Cd	Dp%	Fn%	Ec%	Cpl%	Adjusted	Additional	Loc%	Total
1/1	NS2	0	672.00	34.00									1				

Code/Description	Hs	Year/Eff Yr	Class	Sqft	Cpsf	Buildings	Features	Cn%	Dp Cd	Dp%	Fn%	Ec%	Cpl%	Ptd	Value
MA-MAIN AREA			FLT	672										1	

Csf Impr :

NAVARRO

Appr By	Appr Dt	Chkd By	Chkd Dt
HC	1/1/08		1/1/00
User	Print Date / Time		
KELLYL	9/4/2008 2:05:42 PM		

Features HAC-S-,PL-1-,EW-F-FRAME,FL-H-,RF-GC-GABLE COMP SHINGLE,FD-W-,

Lnd Cd	Units / Alt Units	Cpu Cpu Cd	Mkt Cpu	Adj Codes	Adj%	Adj Amt	Hs	Mkt Value	Ptd	Prd	Spec Value
FLT	19,500 SF/.448 AC	.1	.1			1,950 N		1,950	A1		

Prod Code / Prod Units / Prod Cpu

	2009	Ptd	Change +/-	Cert	2008	Ptd
Impr Hs	0		0		0	
Impr Non Hs	0		0		0	
Land Hs	0		0		0	A1
Land Non Hs	1,950	A1	0		1,950	
Prod Mkt	0		0		0	
Per / Min	0		0		0	
Total Market	1,950		0		1,950	
Prod Loss	0		0		0	
Cap Loss	0		0		0	
Assessed	1,950		0		1,950	

Entity / Description	Txbl Value	Tax Rate	Frz Yr	Ext. Tax Levy
GNV NAVARRO COUNTY	1,950	.004709		
SCO CORSICANA ISD	1,950	.012857		
CCO CITY OF CORSICANA	1,950	.006272		
RBC COUNTY ROAD AND	1,950	.000955		
JCN NAVARRO COLLEGE	1,950	.0012		
NFL NAVARRO FLOOD	1,950	.00009		
** ESTIMATED TOTAL				

Nbh	Misc
MASS NS UND	



109F

109 G

QUIT CLAIM DEED

STATE OF TEXAS

COUNTY OF NAVARRO

Date: 9th day of October, 2008

Grantor: Navarro County

Grantor's Mailing Address: 300 W. 3rd Avenue, Corsicana, TX 75110

Grantee: City of Corsicana

Grantee's Mailing Address: 200 N. 12th Street, Corsicana, Texas 75110

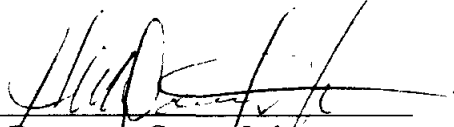
Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including any improvements): All that certain lot, tract, or parcel of land situated in Navarro County, Texas, in the City of Corsicana, City Block 282, Lots 8 thru 10. Said property is shown in attached Exhibit A.

Exceptions to Conveyance and Warranty: Easements, right of way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property.

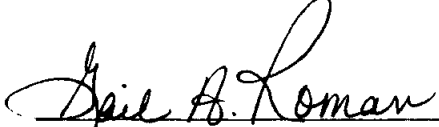
Grantor, for the consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.


H. M. Davenport, County Judge

STATE OF TEXAS)
)
COUNTY OF NAVARRO)

This instrument was acknowledged before me on the 9th day of October, 2008, by H. M. Davenport, County Judge of Navarro County.


Notary Public, State of Texas
Commission Expires: 08-27-2011

ASSESSOR'S BLOCK BOOK

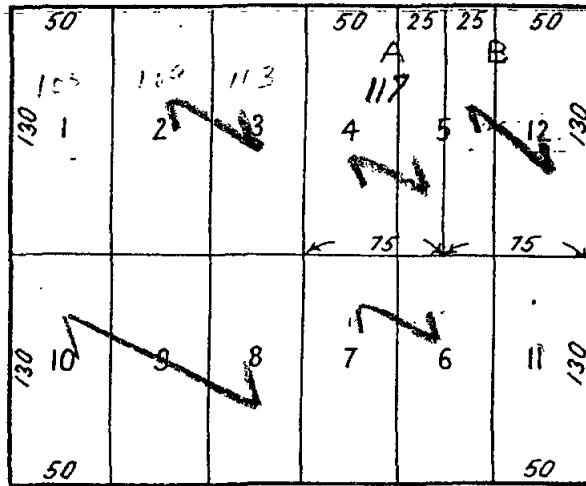
Addition or Subdivision

282

277

E. 15 TH AVE.

S. BEATON ST.



281

17

E. 16 TH AVE.

283

109 I



Filed for Record in:
Navarro County

Date: Oct 09, 2008 at 03:50P

As a
No Fee Recording

Document Number: 0000118-

Amount: .00

Receipt Number - 23303

By:
Dana Whiteper

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Oct 09, 2008

Sherry Dowd, COUNTY CLERK
Navarro County

278

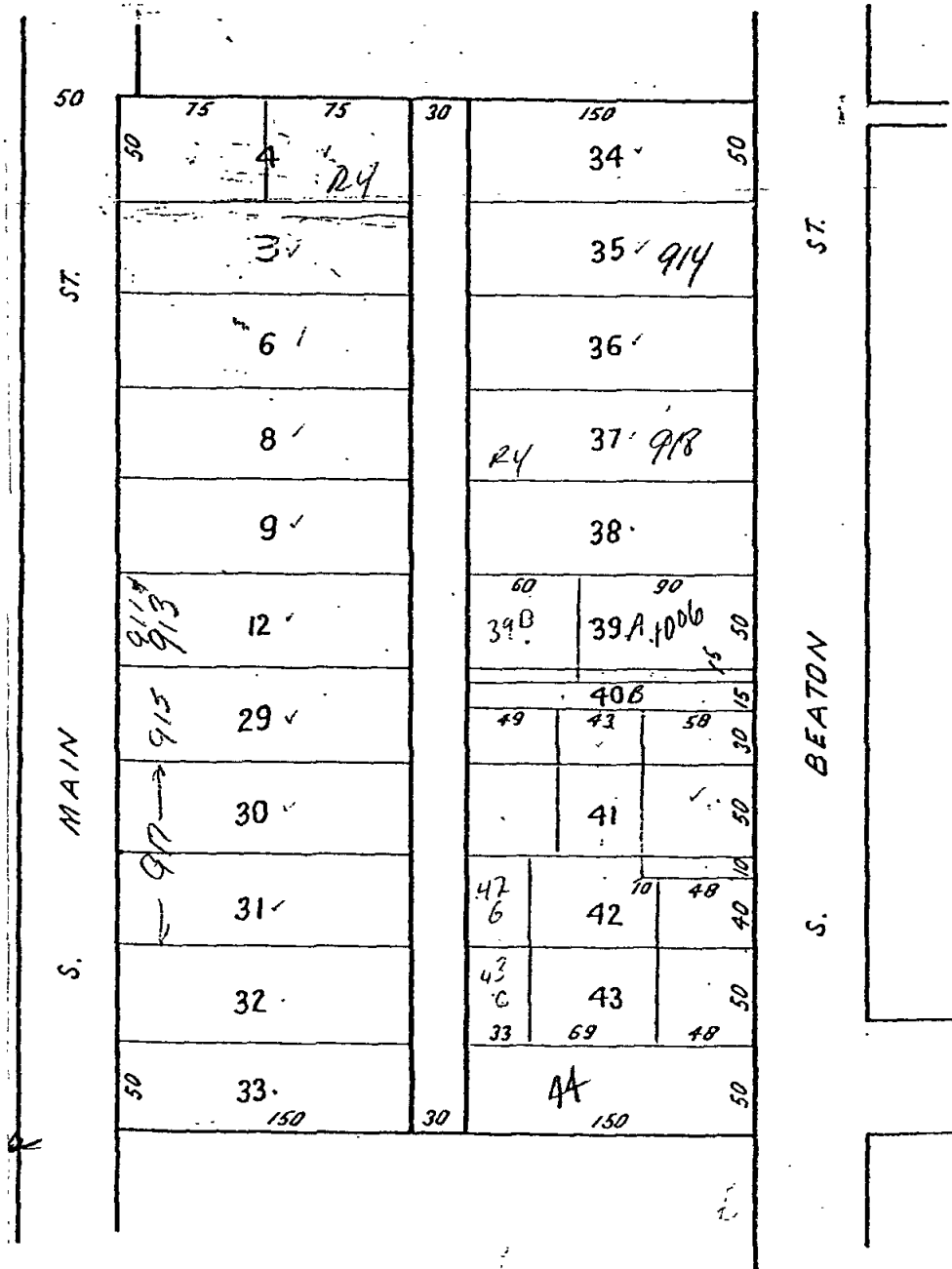
ASSESSOR'S BLOCK BOOK

Addition or Subdivision

276

279

27



20.00

109 L

Filed for Record in:
Navarro County

On: Oct 09, 2008 at 09:54 AM

As a
No Fee Recording

Document Number: 00009121

Amount: .00

Receipt Number - 25308

By:
Sandra Whitener

STATE OF TEXAS COUNTY OF NAVARRO
I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Oct 09, 2008

Sherry Dowdy, COUNTY CLERK
Navarro County

109M

000001.000

QUIT CLAIM DEED

STATE OF TEXAS

COUNTY OF NAVARRO

Date: 9th day of October, 2008

Grantor: Navarro County

Grantor's Mailing Address: 300 W. 3rd Avenue, Corsicana, TX 75110

Grantee: City of Corsicana

Grantee's Mailing Address: 200 N. 12th Street, Corsicana, Texas 75110

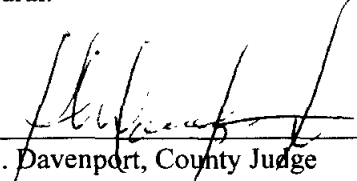
Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including any improvements): All that certain lot, tract, or parcel of land situated in Navarro County, Texas, in the City of Corsicana, City Block 281, Lots 6 and 7. Said property is shown in attached Exhibit A.

Exceptions to Conveyance and Warranty: Easements, right of way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property.

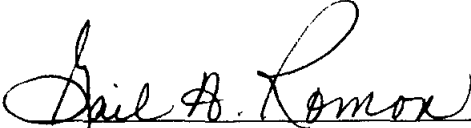
Grantor, for the consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.


H. M. Davenport, County Judge

STATE OF TEXAS)
COUNTY OF NAVARRO)

This instrument was acknowledged before me on the 9th day of October, 2008, by H. M. Davenport, County Judge of Navarro County.


Notary Public, State of Texas
Commission Expires: 08-27-2011

109 N

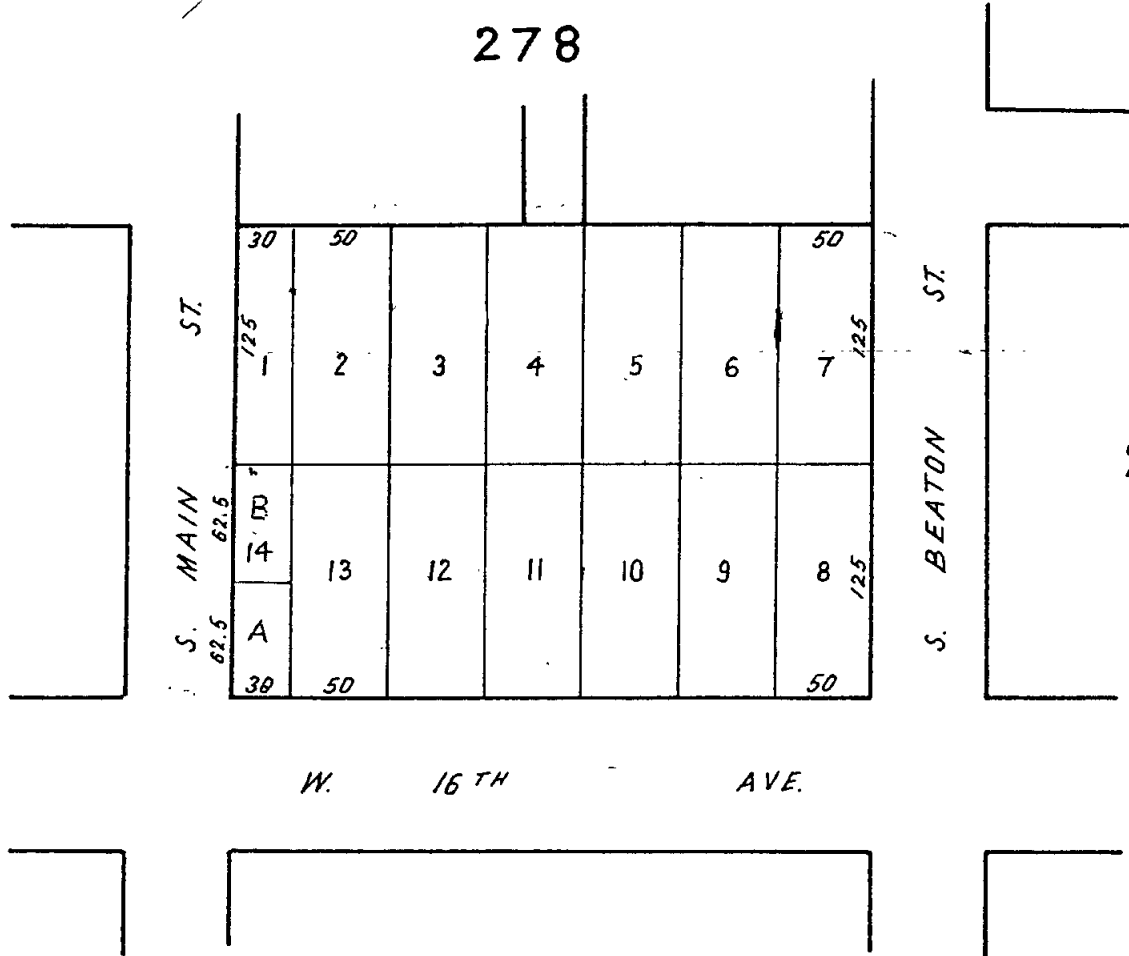
ASSESSOR'S BLOCK BOOK

Addition or Subdivision

281

280

278



284

2002

1090

Filed for Record in:
Navarro County

On: Oct 09, 2008 at 11:50A

As a
No Fee Recording

Document Number: 00009136

Amount: .00

Receipt Number - 25303

By:
Sandra Whitener

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time stamped herein by me and
was duly recorded and stamped hereon by me.

Oct 09, 2008

Sherry Dowd, COUNTY CLERK
Navarro County

QUIT CLAIM DEED

STATE OF TEXAS

COUNTY OF NAVARRO

Date: 9th day of October, 2008

Grantor: Navarro County

Grantor's Mailing Address: 300 W. 3rd Avenue, Corsicana, TX 75110

Grantee: City of Corsicana

Grantee's Mailing Address: 200 N. 12th Street, Corsicana, Texas 75110

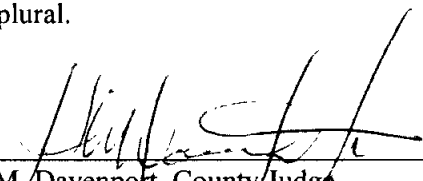
Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including any improvements): All that certain lot, tract, or parcel of land situated in Navarro County, Texas, in the City of Corsicana, City Block 281, Lot 5. Said property is shown in attached Exhibit A.

Exceptions to Conveyance and Warranty: Easements, right of way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property.

Grantor, for the consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

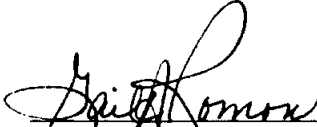
When the context requires, singular nouns and pronouns include the plural.



H. M. Davenport, County Judge

STATE OF TEXAS)
)
COUNTY OF NAVARRO)

This instrument was acknowledged before me on the 9th day of October, 2008, by H. M. Davenport, County Judge of Navarro County.



Notary Public, State of Texas
Commission Expires: 08-27-2011

2007

109R

Filed for Record in:
Navarro County

On: Oct 09, 2008 at 03:50P

As a
No Fee Recording

Document Number: 0000

Amount: .00

Receipt Number - 25303
By:
Dana Whitener

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me

Oct 09, 2008

Sherry Bowd, COUNTY CLERK
Navarro County

QUIT CLAIM DEED

STATE OF TEXAS

COUNTY OF NAVARRO

Date: 9th day of October, 2008

Grantor: Navarro County

Grantor's Mailing Address: 300 W. 3rd Avenue, Corsicana, TX 75110

Grantee: City of Corsicana

Grantee's Mailing Address: 200 N. 12th Street, Corsicana, Texas 75110

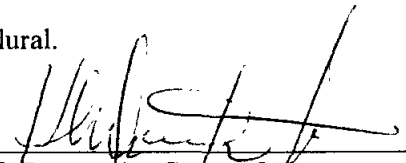
Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including any improvements): All that certain lot, tract, or parcel of land situated in Navarro County, Texas, in the City of Corsicana, City Block 281, Lots 1 thru 4. Said property is shown in attached Exhibit A.

Exceptions to Conveyance and Warranty: Easements, right of way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the Property.

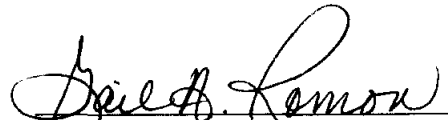
Grantor, for the consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

When the context requires, singular nouns and pronouns include the plural.


H. M. Davenport, County Judge

STATE OF TEXAS)
)
COUNTY OF NAVARRO)

This instrument was acknowledged before me on the 9th day of October, 2008, by H. M. Davenport, County Judge of Navarro County.


Notary Public, State of Texas
Commission Expires: 08-27-2011

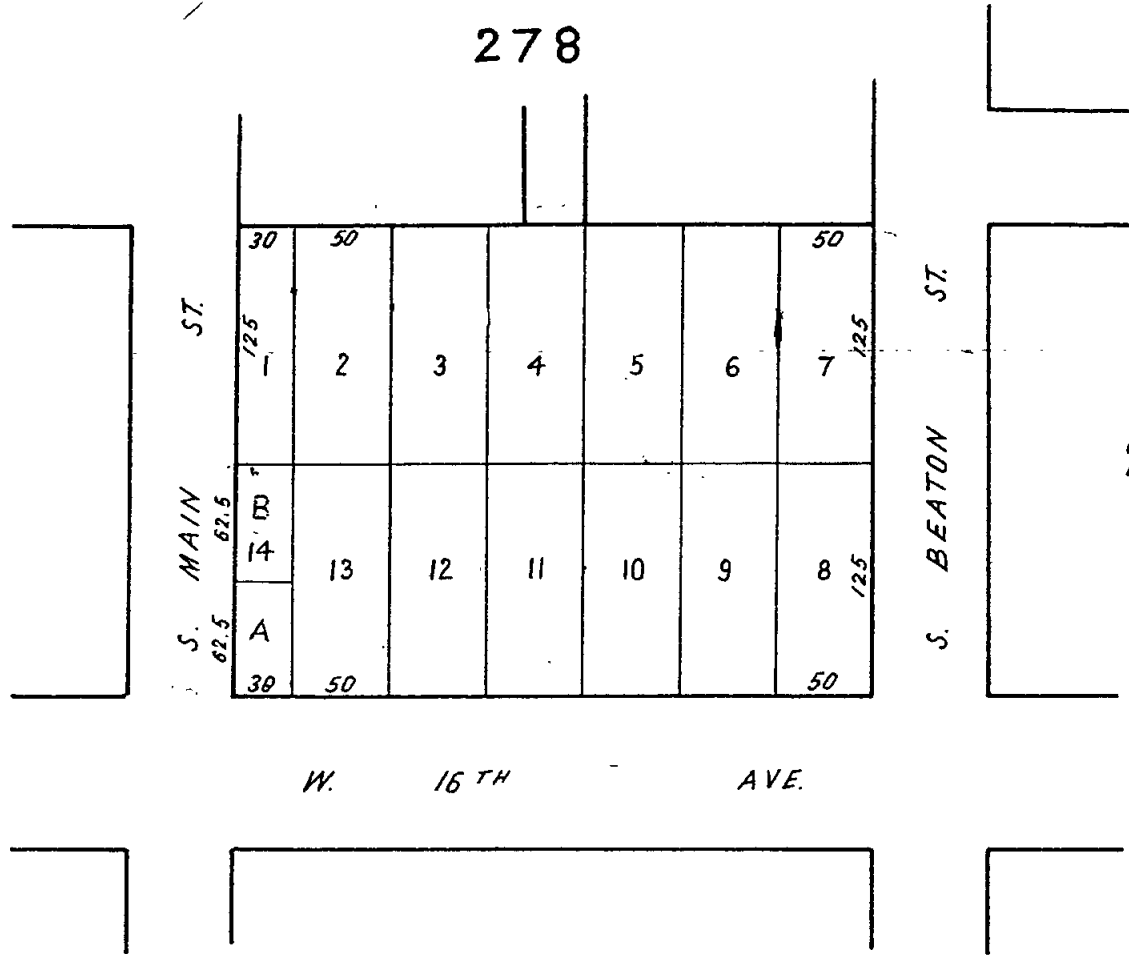
ASSESSOR'S BLOCK BOOK

Addition or Subdivision

281

280

278



284

2000

109 u

Filed for Record in:
Navarro County

Date: Oct 09, 2008 at 03:56P

As a
No Fee Recording

Document Number: 0000000000

Amount: .00

Receipt Number: 25300

By:
Candra Whitener

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time shown hereon as we and
was duly recorded and stamped hereon by me.

Oct 09, 2008

Sherry Dowd: COUNTY CLERK
Navarro County

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Trend Gathering & Treating, LP, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County ("the County")** as follows:

I. Trend Gathering & Treating, LP, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) S.E.C.R. #1230 located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction for more than 5 consecutive minutes. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline:

6" natural gas pipeline (More fully described in Exhibit "D".)

The transport route (beginning and end): Beginning and End of Survey shown on attached Exhibit "B". Exhibit "C" shows crossing location on Appraisal Plat.

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

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

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

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

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

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

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's**

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

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

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

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

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

EXECUTED this 22nd day of September, 2008.

OWNER

By: Katharine L. Cook Katharine L. Cook
Landman, its Contract Agent

Company Name: Trend Gathering & Treating, LP

Address: PO Box 7992, Tyler, TX 75711-7992

Phone Number: (903) 581-1674

NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 7

Before me the undersigned notary public on this the 22 day of September, 2008, appeared H.M. Davenport the County Judge of Navarro County, and William Baldwin Commissioner of Precinct 3 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.

Gail A Roman
Notary Public, State of Texas

Gail A. Roman
Printed Name

08-27-2008
Commission Expires

(seal)

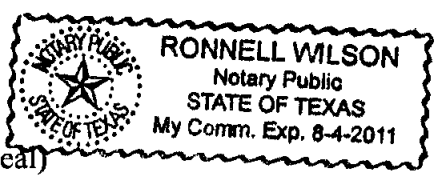
Before me the undersigned notary public on this the 17th day of September, 2008, appeared Katharine McCook, who is an authorized representative of Trend Catering & Treating (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.

Ronnell Wilson
Notary Public, State of Texas

Printed Name

Commission Expires

(seal)



ATTACHMENT "A"
TO
AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

If this easement is for a petroleum pipeline, you must submit the following information:

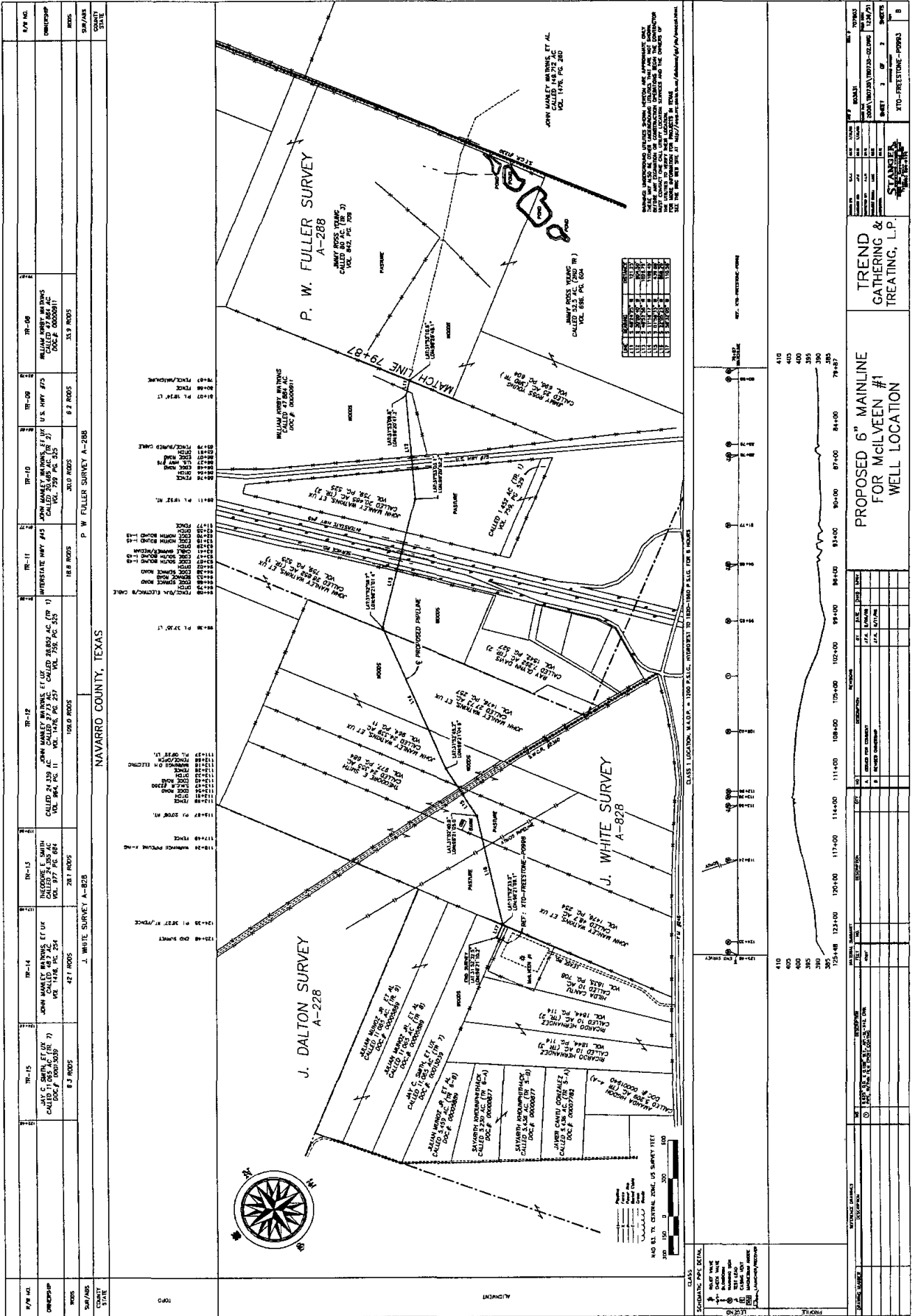
1. Diagram indicating the gathering system, including:
 - a. location of any easements with width dimensions
 - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage - See Exhibit "D")
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

Emergency Contacts:

Trend Field Office - Chris Wilson - 254.359.4658

Gas Control - 903.626.7052

Emergency Contact - 1.866.316.3377



W/P NO.	TR-15	TR-14	TR-13	TR-12	TR-11	TR-10	TR-09	TR-08	W/P NO.	
OWNER	JAY C. SMITH, ET AL CALLED 1.062 AC (TR 7) VOL. 1476, PG. 254	JOHN MANLEY MARSH, ET AL CALLED 487 AC VOL. 1476, PG. 254	INDROOBE E. SMITH CALLED 7.385 AC VOL. 1476, PG. 254	JOHN MANLEY MARSH, ET AL CALLED 21.435 AC VOL. 1476, PG. 254	JOHN MANLEY MARSH, ET AL CALLED 3.773 AC VOL. 1476, PG. 254	JOHN MANLEY MARSH, ET AL CALLED 30.065 AC (TR 2) VOL. 1476, PG. 254	U.S. HWY #75 CALLED 47.84 AC DOC # 00000011	WILLIAM MERRY MARSH CALLED 47.84 AC DOC # 00000011	WILLIAM MERRY MARSH CALLED 47.84 AC DOC # 00000011	W/P NO.
ACRES	83	421	281	106.0	18.8	30.0	62	33.9	W/P NO.	
SURV/SURV	J. WHITE SURVEY A-828	J. WHITE SURVEY A-828	J. WHITE SURVEY A-828	J. WHITE SURVEY A-828	J. WHITE SURVEY A-828	P. W. FULLER SURVEY A-288	P. W. FULLER SURVEY A-288	P. W. FULLER SURVEY A-288	SURV/SURV	
COUNTY	NAVARERO COUNTY, TEXAS									
STATE	TEXAS									

DATE	BY	REVISION	DESCRIPTION
12/15/10	W. J. McILVEEN	1	ISSUED FOR RECORD
12/15/10	W. J. McILVEEN	2	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	3	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	4	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	5	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	6	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	7	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	8	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	9	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	10	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	11	REVISED PER COMMENTS
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12/15/10	W. J. McILVEEN	17	REVISED PER COMMENTS
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12/15/10	W. J. McILVEEN	41	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	42	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	43	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	44	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	45	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	46	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	47	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	48	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	49	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	50	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	51	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	52	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	53	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	54	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	55	REVISED PER COMMENTS
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12/15/10	W. J. McILVEEN	57	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	58	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	59	REVISED PER COMMENTS
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12/15/10	W. J. McILVEEN	61	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	62	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	63	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	64	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	65	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	66	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	67	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	68	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	69	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	70	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	71	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	72	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	73	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	74	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	75	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	76	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	77	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	78	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	79	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	80	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	81	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	82	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	83	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	84	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	85	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	86	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	87	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	88	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	89	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	90	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	91	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	92	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	93	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	94	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	95	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	96	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	97	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	98	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	99	REVISED PER COMMENTS
12/15/10	W. J. McILVEEN	100	REVISED PER COMMENTS

TREND
GATHERING &
TREATING, L.P.

PROPOSED 6" MAINLINE
FOR McILVEEN #1
WELL LOCATION

SCALE: 1" = 100'

DATE: 12/15/10

BY: W. J. McILVEEN

PROJECT: 100-100000-0000

SHEET 1 OF 2

100-100000-0000

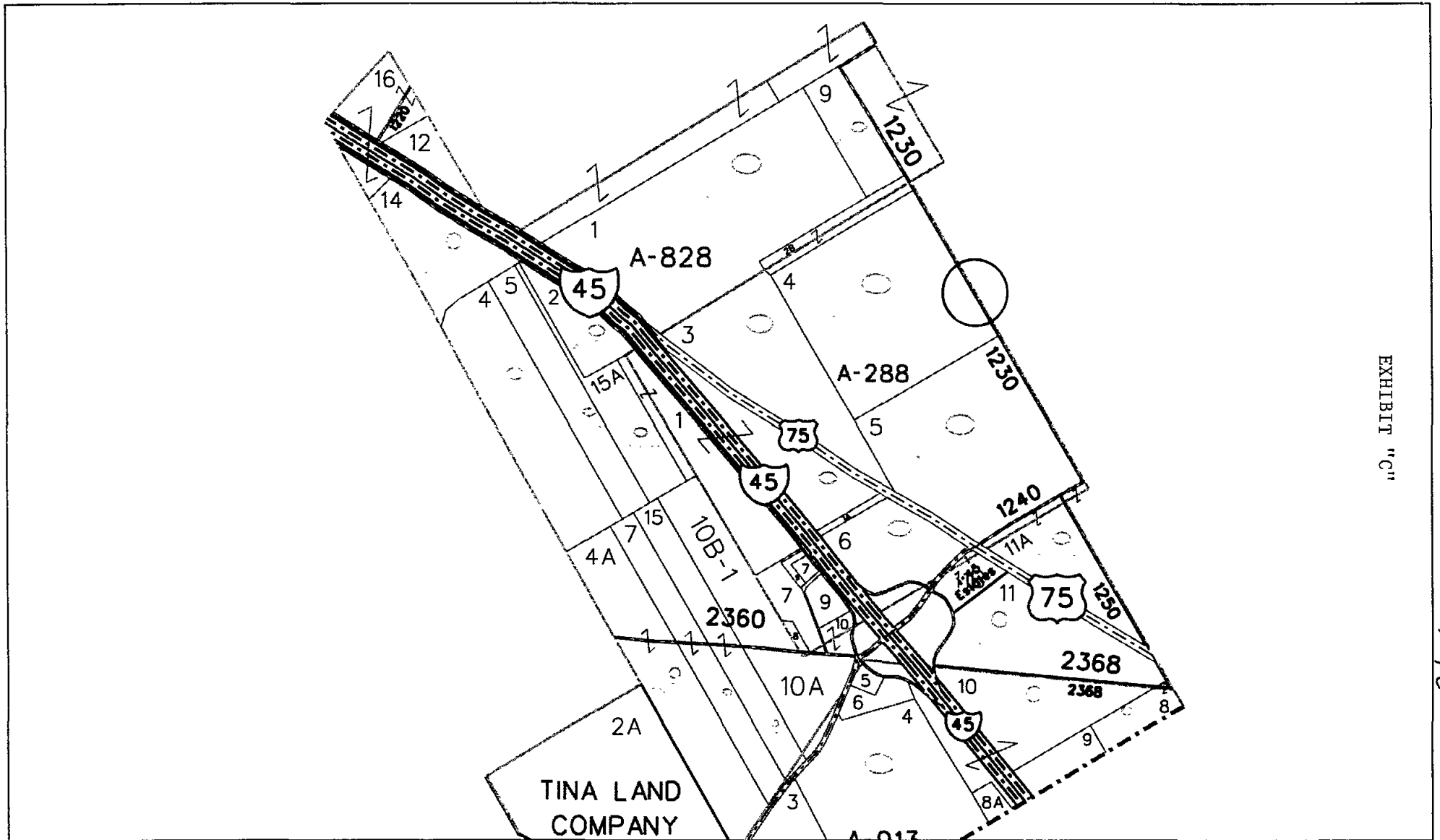


EXHIBIT "C"

180

EXHIBIT "D"

Description of Pipeline Installation

Uncased 6" gas pipeline to be installed by boring across the entire ROW of S.E.C.R. #1230 in Navarro County, Texas. Pipeline to be buried to a minimum depth of eight feet below ditch. Carrier pipe: 6.625" OD; 0.280" WT; API-5L-X42 steel pipe with lilly coat or equivalent. MAOP 1200 PSIG. Test pressure 1820-1860 PSIG. Tensile Strength 42,000#. Pipe will be tied into the existing impressed current cathodic protection for the gathering system. Line will have appropriate Trend markers at crossing.

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Trend Gathering & Treating, LP, **Owner** of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County ("the County")** as follows:

I. Trend Gathering & Treating, LP, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) S.W.C.R. #2360 located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction for more than 5 consecutive minutes. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 6 (six) feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

Type of Pipeline:

6" natural gas pipeline (More fully described in Exhibit "D".)

The transport route (beginning and end): Beginning and End of Survey shown on attached Exhibit "B". Exhibit "C" shows crossing location on Appraisal Plat.

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

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

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

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to the **County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

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

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

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's**

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

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

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

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

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

EXECUTED this 22nd day of September, 2008.

OWNER

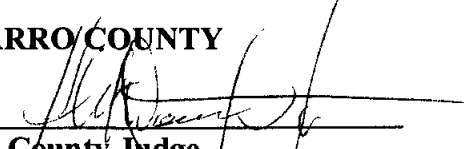
By: Katharine L. Cook 
Landman, its Contract Agent

Company Name: Trend Gathering & Treating, LP

Address: PO Box 7992, Tyler, TX 75711-7992

Phone Number: (903) 581-1674

NAVARRO COUNTY

By: 
County Judge

By: 
Commissioner of Precinct 3

Before me the undersigned notary public on this the 21 day of September, 2008, appeared H.M. Davenport, Jr., the County Judge of Navarro County, and William Baldwin Commissioner of Precinct 3 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.

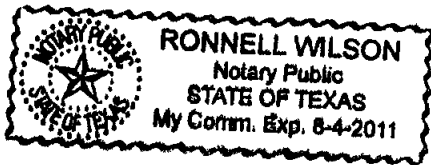
Gail A. Roman
Notary Public, State of Texas

(seal)

Gail A. Roman
Printed Name

08-27-2008
Commission Expires

Before me the undersigned notary public on this the 17th day of September, 2008, appeared Katharina Clark who is an authorized representative of Trend Gathering & Treating (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.



(seal)

Ronnell Wilson
Notary Public, State of Texas

Printed Name

Commission Expires

ATTACHMENT "A"
TO
AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

If this easement is for a petroleum pipeline, you must submit the following information:

1. Diagram indicating the gathering system, including:
 - a. location of any easements with width dimensions
 - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage - See Exhibit "D")
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

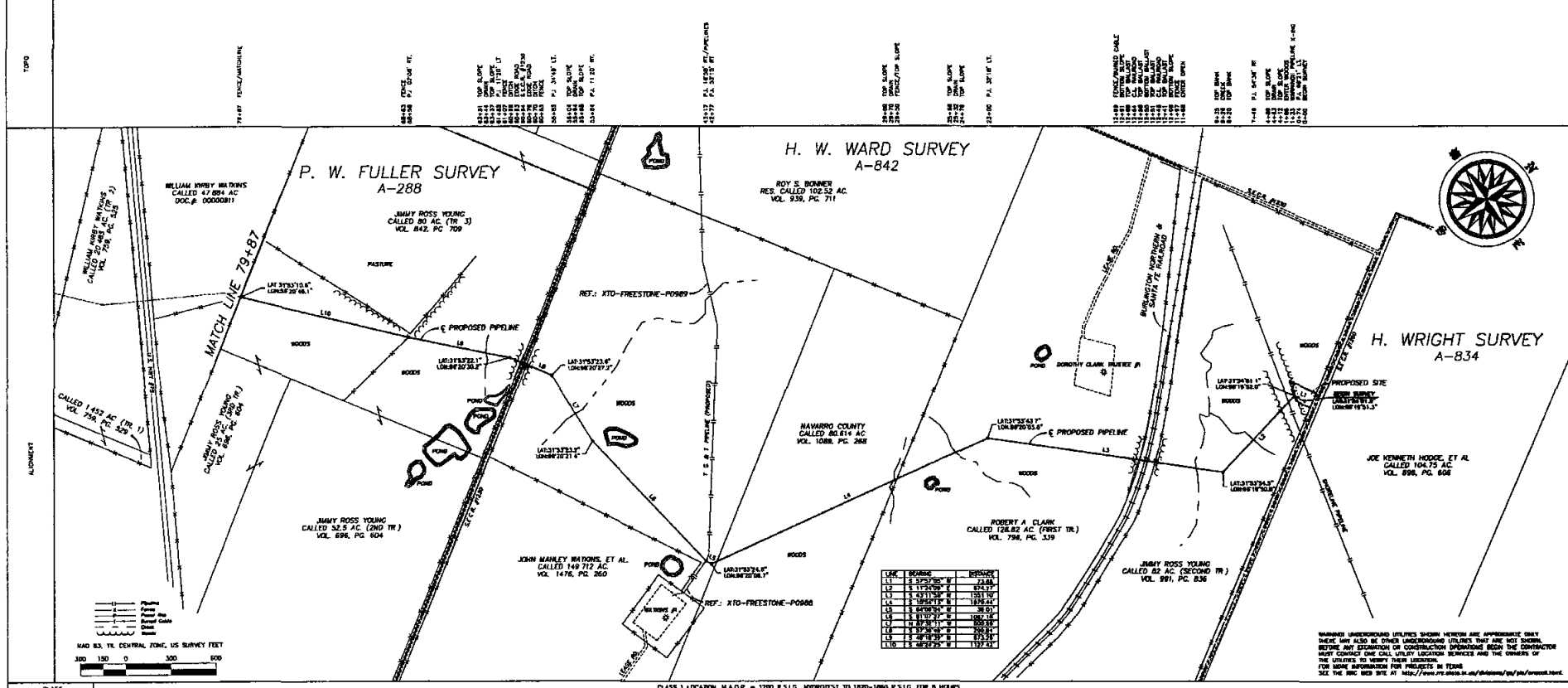
Emergency Contacts:

Trend Field Office - Chris Wilson - 254.359.4658

Gas Control - 903.626.7052

Emergency Contact - 1.866.316.3377

R/W NO.	TR-07	TR-06	TR-05	TR-04	TR-03	TR-02	TR-01	R/W NO.
OWNERSHIP	JIMMY ROSS YOUNG CALLED 80 AC (TR. 3) VOL. 842, PG. 709	S.E.C.R. #1230 JOHN MANLEY WATKINS, ET AL. CALLED 149.712 AC VOL. 1476, PG. 260	NAVARRO COUNTY CALLED 80.814 AC VOL. 1088, PG. 268	ROBERT A. CLARK CALLED 128.82 AC (FIRST TR.) VOL. 798, PG. 339	BURLINGTON NORTHERN & SANTA FE RAILROAD	JIMMY ROSS YOUNG CALLED 82 AC (SECOND TR.) VOL. 891, PG. 836		OWNERSHIP
RODS	115.3 RODS	1.2 RODS	110.8 RODS	78.0 RODS	100.2 RODS	4.2 RODS	72.4 RODS	RODS
SUR./ABS	P. W. FULLER SURVEY A-288			H. W. WARD SURVEY A-842				SUR./ABS
COUNTY STATE	NAVARRO COUNTY, TEXAS							COUNTY STATE



CLASS	CLASS 1 LOCATION, M.A.O.P. = 1210 P.S.I.G., HYDROTEST TO 1820-1880 P.S.I.G. FOR 8 HOURS									
SCHEMATIC PVT DETAIL										
PROFILE										
DRAWING NUMBER	DESCRIPTION	DATE	REVISION	BY	CHK	DATE	DESCRIPTION	BY	CHK	DATE
<p>PROPOSED 6" MAINLINE FOR McILVEEN #1 WELL LOCATION</p>							<p>TREND GATHERING & TREATING, L.P.</p>		<p>STANDARD DRAWING</p>	
<p>PROJECT NO. 120001180730-01-0000</p>							<p>SHEET 1 OF 2 SHEETS</p>		<p>DATE: 12/24/09</p>	

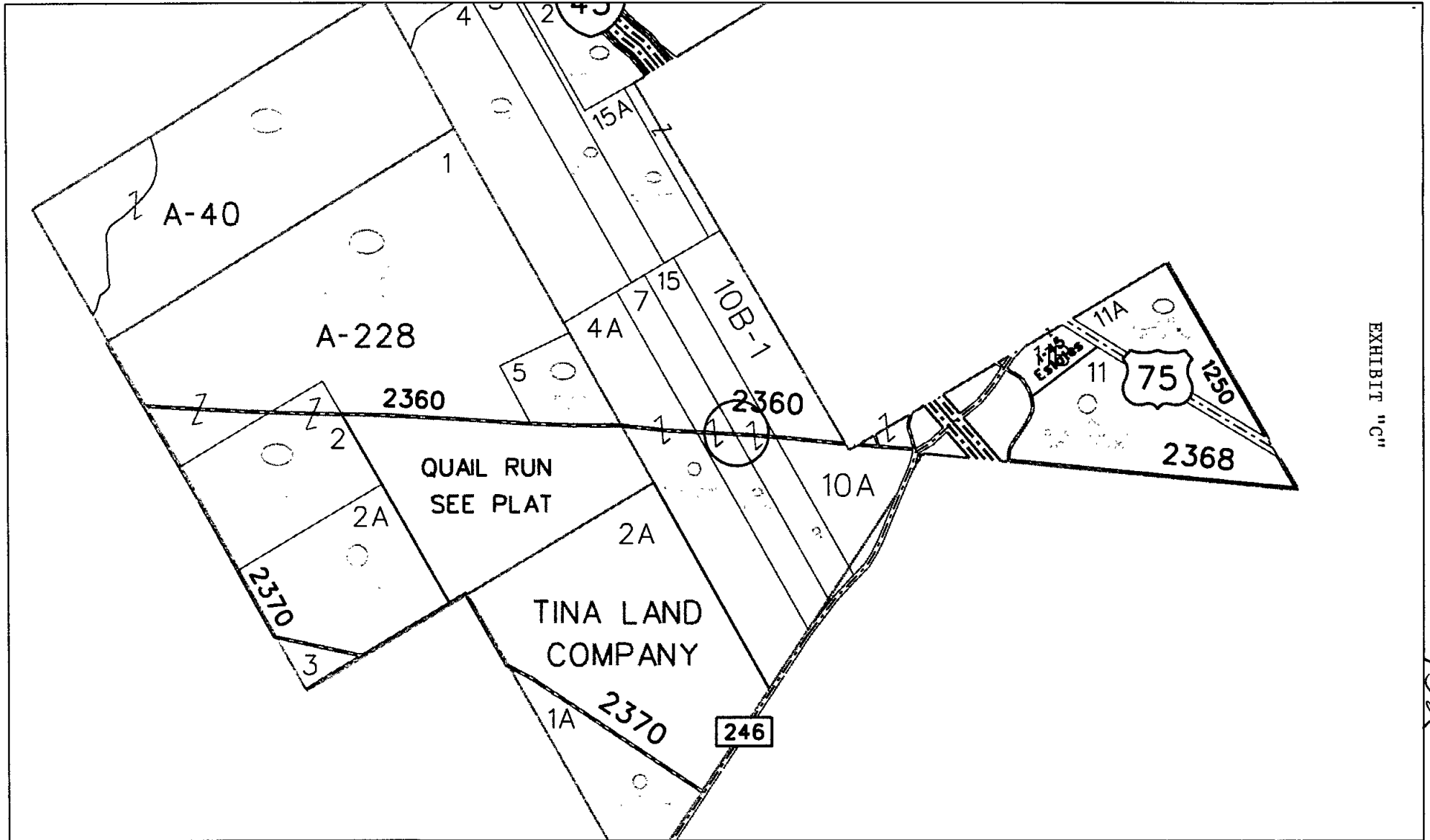


EXHIBIT "C"

132

EXHIBIT "D"

Description of Pipeline Installation

Uncased 6" gas pipeline to be installed by boring across the entire ROW of S.W.C.R. #2360 in Navarro County, Texas. Pipeline to be buried to a minimum depth of eight feet below ditch. Carrier pipe: 6.625" OD; 0.280" WT; API-5L-X42 steel pipe with lilly coat or equivalent. MAOP 1200 PSIG. Test pressure 1820-1860 PSIG. Tensile Strength 42,000#. Pipe will be tied into the existing impressed current cathodic protection for the gathering system. Line will have appropriate Trend markers at crossing.

134

FILED FOR RECORD
AT _____ O'CLOCK _____ M
SEP 19 2008
BY SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
DEPUTY

I, 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 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
AUGUST 2008

135

NAVARRO COUNTY								LEVY
CURRENT	80,170.24		14,190.27	94,360.51	1,887.03	92,473.48	17,834.20	12,873,626.09
DELINQUENT	20,782.98		11,364.94	32,147.92	642.96	31,504.96	5,422.12	%
TOTAL	100,953.22	-	25,555.21	126,508.43	2,529.99	123,978.44	23,256.32	0.62%
NAVARRO COLLEGE								LEVY
CURRENT	16,576.06		2,971.99	19,548.05	825.95	18,722.10	3,735.99	2,682,934.17
DELINQUENT	4,963.25	-	3,019.80	7,983.05	779.76	7,203.29	1,336.46	%
TOTAL	21,539.31	-	5,991.79	27,531.10	1,605.71	25,925.39	5,072.45	0.62%
CITY OF RICE								LEVY
CURRENT	440.65	-	83.44	524.09	23.05	501.04	104.79	71,266.24
DELINQUENT	99.03		33.49	132.52	8.87	123.65	26.42	%
TOTAL	539.68	-	116.93	656.61	31.92	624.69	131.21	0.62%
CITY OF KERENS								LEVY
CURRENT	3,316.28		627.41	3,943.69	173.43	3,770.26	788.75	217,201.52
DELINQUENT	526.00	-	181.49	707.49	48.01	659.48	141.50	%
TOTAL	3,842.28	-	808.90	4,651.18	221.44	4,429.74	930.25	1.53%
CITY OF CORSICANA								LEVY
CURRENT	24,410.72	-	4,383.89	28,794.61	1,218.01	27,576.60	5,485.12	6,872,355.08
DELINQUENT	5,209.49	-	2,204.95	7,414.44	577.30	6,837.14	1,438.76	%
TOTAL	29,620.21	-	6,588.84	36,209.05	1,795.31	34,413.74	6,923.88	0.36%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
AUGUST 2008

DESCRIPTION	TAXES	DISCOUNT	INTEREST	SUBTOTAL	FEES	BOE	ARTY FEES	% TAXES COLLECTED
CITY OF DAWSON								LEVY
CURRENT	605.80		114.87	720.67	31.74	688.93	144.15	61,250.78
DELINQUENT	224.18		135.13	359.31	34.90	324.41	67.27	%
TOTAL	829.98	-	250.00	1,079.98	66.64	1,013.34	211.42	0.99%
BLOOMING GROVE ISD								LEVY
CURRENT	5,838.10		1,093.58	6,931.68	302.57	6,629.11	1,386.33	1,234,197.05
DELINQUENT	948.62		573.24	1,521.86	148.05	1,373.81	276.37	%
TOTAL	6,786.72	-	1,666.82	8,453.54	450.62	8,002.92	1,662.70	0.47%
DAWSON ISD								LEVY
CURRENT	6,775.30	-	1,281.34	8,056.64	354.20	7,702.44	1,599.29	1,045,738.84
DELINQUENT	1,545.54	-	784.95	2,330.49	204.00	2,126.49	412.34	0.65
TOTAL	8,320.84	-	2,066.29	10,387.13	558.20	9,828.93	2,011.63	
RICE ISD								LEVY
CURRENT	7,125.65		1,377.75	8,503.40	380.02	8,123.38	1,714.32	859,685.95
DELINQUENT	2,648.71		681.77	3,330.48	183.70	3,146.78	303.07	%
TOTAL	9,774.36	-	2,059.52	11,833.88	563.72	11,270.16	2,017.39	0.83%
CITY-BLOOMING GROVE								LEVY
CURRENT	357.87		65.52	423.39	18.17	405.22	84.69	81,372.57
DELINQUENT	27.69		8.58	36.27	2.28	33.99	7.25	%
TOTAL	385.56	-	74.10	459.66	20.45	439.21	91.94	0.44%

TOTAL TAX REPORT -AUGUST 2008
Prepared by Gail Smith
Navarro County Tax Office

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING
AUGUST 2008

ENTITY	TAXES	DELINQUENT	INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO DUE CITY FEES	PERCENTAGE COLLECTED
CITY OF BARRY								LEVY
CURRENT	311.97		57.94	369.91	16.05	353.86	73.99	13,262.09
DELINQUENT				-		-		%
TOTAL	311.97	-	57.94	369.91	16.05	353.86	73.99	2.35%
CITY OF EMHOUSE								LEVY
CURRENT	30.48	-	5.79	36.27	1.60	34.67	7.26	8,128.22
DELINQUENT				-		-		%
TOTAL	30.48	-	5.79	36.27	1.60	34.67	7.26	0.37%
CITY OF RICHLAND								LEVY
CURRENT	169.51	-	25.84	195.35	7.31	188.04	39.07	12,652.06
DELINQUENT	336.77		164.59	501.36	42.83	458.53	100.28	%
TOTAL	506.28	-	190.43	696.71	50.14	646.57	139.35	1.34%
CITY OF GOODLOW								LEVY
CURRENT	110.44	-	20.99	131.43	5.81	125.62	26.28	2,704.56
DELINQUENT	15.62		4.98	20.60	1.32	19.28	4.11	%
TOTAL	126.06	-	25.97	152.03	7.13	144.90	30.39	4.08%
GRAND TOTAL	183,566.95	-	45,458.53	229,025.48	7,918.92	221,106.56	42,560.18	

MEMO:

TOTAL COLLECTED	<u>271,585.66</u>
ROLLBACK TAXES	<u>43.68</u>
TAX CERTIFICATES	<u>1,980.00</u>
HOT CK FEES	<u>0.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>96.60%</u>	RICHLAND	<u>93.12%</u>
COLLEGE	<u>96.53%</u>	GOODLOW	<u>75.34%</u>
RICE	<u>94.14%</u>	*DAWSON	<u>92.23%</u>
KERENS	<u>93.59%</u>	*BG ISD	<u>94.94%</u>
CORSICANA	<u>97.53%</u>	*DAWSON ISD	<u>93.94%</u>
BARRY	<u>95.99</u>	*RICE ISD	<u>92.37%</u>
EMHOUSE	<u>83.54</u>	** BLOOMING GR	<u>95.43%</u>

*BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THESE ENTITIES SEPT 1, 2005
**BEGINNING DATE OF COLLECTION BY NAVARRO COUNTY FOR THIS ENTITY JULY 1, 2007

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF
AUGUST 2008

CURRENT TAXES						
COUNTY	65,566.99	11,606.88	77,173.87	1,543.33	75,630.54	14,586.96
ROAD & BRIDGE	13,368.81	2,365.30	15,734.11	314.78	15,419.33	2,973.14
FLOOD CONTROL	1,234.44	218.09	1,452.53	28.92	1,423.61	274.10
TOTAL	80,170.24	14,190.27	94,360.51	1,887.03	92,473.48	17,834.20
DELINQUENT TAXES						
COUNTY	17,293.54	9,216.68	26,510.22	530.21	25,980.01	4,481.98
STATE	-	-	-	-	-	-
ROAD & BRIDGE	3,200.69	2,016.50	5,217.19	104.35	5,112.84	868.44
FLOOD CONTROL	288.75	131.76	420.51	8.40	412.11	71.70
TOTAL	20,782.98	11,364.94	32,147.92	642.96	31,504.96	5,422.12
TOTAL ALLOCATION						
COUNTY	82,860.53	20,823.56	103,684.09	2,073.54	101,610.55	19,068.94
STATE		-		-		-
ROAD & BRIDGE	16,569.50	4,381.80	20,951.30	419.13	20,532.17	3,841.58
FLOOD CONTROL	1,523.19	349.85	1,873.04	37.32	1,835.72	345.80
TOTAL	100,953.22	25,555.21	126,508.43	2,529.99	123,978.44	23,256.32

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

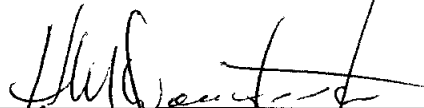
COUNTY OF NAVARRO

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 22nd day of September, 2008 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on August 31, 2008 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,245,156.48. Also, other assets totaling \$7,191,983.74 are being held by the Treasurer's office. The total interest for all accounts for the month of August, 2008 was \$17,081.01. The total disbursements for the month of August, 2008 were \$2,396,629.08. 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 22nd day of September, 2008.



H. M. Davenport Jr. - County Judge



Faith Holt - Commissioner Pct 2



James Olsen - Commissioner Pct 4

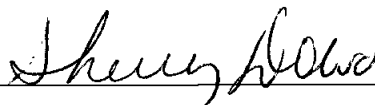


Kit Herrington - Commissioner Pct 1



William Baldwin - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 22nd day of September, 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



INTERLOCAL COOPERATIVE AGREEMENT

Witnesseth, this agreement by and between NAVARRO COUNTY (hereinafter "County") and the CITY of Kerens (hereinafter "CITY") acting by and through its duly authorized representative, as follows, that

WHEREAS, it is in the best interest of the citizens of Navarro County for local governments to cooperate, where possible, in the provision of governmental functions, services and purchasing where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such functions, services and/or purchases; and

WHEREAS, the County and the City have found it advisable to enter into an Interlocal Cooperation Agreement as authorized by Chapter 791 of the *Texas Local Government Code* for the provision of functions and services relating to maintenance of streets and roads: and

WHEREAS, the County recognizes the City does not have the resources available in the form of manpower and equipment to maintain city streets; and

WHEREAS, the County realizes assistance and support from the employees of the Precinct 2 Commissioner would be helpful in providing necessary street repairs in the City.

NOW THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

SECTION I: SCOPE OF SERVICES

- (a) County will provide basic street maintenance in the form of grading at no cost to the City.

- (b) City will furnish all repair materials, such as gravel and asphalt, required to maintain City streets at no cost to the County. Invoices for materials will be billed directly to the City.
- (c) City agrees to reimburse County for fuel costs for all equipment used based on estimated gallons of fuel used at the price paid for fuel at the time the services were rendered, as invoiced by the County.

SECTION II: TERMS OF AGREEMENT

- (a) The primary terms of this Agreement shall be one (1) year. The Agreement will renew automatically each year unless notice is given as described in Section II (b).
- (b) Either party to this Agreement may cancel and terminate the same upon ten (10) days written notice

SECTION III: MISCELLANEOUS TERMS AND CONDITIONS

- (a) The County's need for its own road and bridge repairs have priority, and this Agreement does not confer on the City the right to demand any particular services to be provided at a particular time where the County determines that such would interfere with the County's own road and bridge requirements
- (b) To the extent allowed by law, the City holds the County harmless from all damages, costs, expenses or liabilities of any kind arising under this Agreement or as a result of the County's performance hereunder.
- (c) This Agreement must be authorized by the governing bodies of both parties in accordance with Chapter 791 of the *Texas Government Code*.
- (d) **Force Majeure:** The parties to this agreement shall not be held to be in breach of the Agreement when they are prevented from performing their obligations under this

Agreement by reason of fire, flood, hurricanes, strikes, lockouts or other industrial disturbances, explosions, civil commotion, act of God or the public enemy, government prohibitions or preemptions, embargoes, the act of default of the other party or other event beyond the reasonable control of either party as the case may be, and which event makes performance hereunder impossible or commercially impractical.

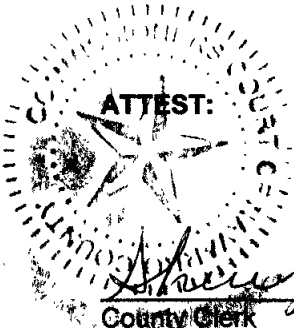
- (e) **Prior Agreement/Amendment:** This Agreement contains all agreements or understandings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement shall not be modified or amended except by written instrument executed by duly authorized representatives of both parties after compliance with Chapter 791 of the *Texas Government Code*.
- (f) **Venue:** This Agreement shall be deemed performable in Navarro County, Texas, and venue of all disputes relating thereto shall lie in the courts of Navarro County, Texas.
- (g) **Notices:** Any notice required or permitted to be given hereunder or under the laws of this State shall be given in writing and may be given via the United States Postal Service, certified mail or commercial courier service, addressed to the applicable party at the address set forth below:

County: Navarro County
Commissioners' Office
300 West Third Avenue, Suite 14
Corsicana, TX 75110

City: City of Kerens
200 S. Colket
Kerens, TX 75144

Either party may, by notice to the other, specify a different address for notice purposes.

APPROVED AND RATIFIED by Navarro County, Texas this 22nd day of September, 2008.



ATTEST:

Sherry David
County Clerk
Navarro County, Texas

NAVARRO COUNTY, TEXAS

By: [Signature]
H. M. Davenport, Jr.
County Judge

APPROVED AND RATIFIED by City of Kerens this 23rd day of September, 2008.



ATTEST:

[Signature]
City Secretary

BY: [Signature]
Mayor

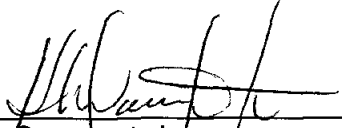
NAVARRO COUNTY, TEXAS
RESOLUTION
DESIGNATION OF COUNTY INVESTMENT OFFICERS

WHEREAS, In accordance with Government Code, section 2256.005(f), Public Funds Investment Act, Navarro County is required to designate one or more officers or employees of the local government as the Investment Officer to be responsible for the investment of its funds consistent with the Navarro County Investment Policy, and;

WHEREAS, In the administration of the duties of an Investment Officer, the person designated as Investment Officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise. The Navarro County Commissioners Court retains ultimate responsibility as fiduciaries of the assets of the entity.

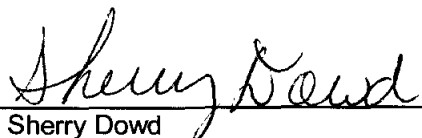
NOW, THEREFORE, BE IT RESOLVED, that the Navarro County Commissioners Court does hereby designate the County Treasurer, Ruby Coker, and the First Assistant County Auditor, Tim Easley, as the authorized Investment Officers for Navarro County to be responsible for the investment of its funds consistent with the Navarro County Investment Policy and the Public Funds Investment Act.

PASSED AND APPROVED THIS 22nd DAY OF SEPTEMBER, 2008.

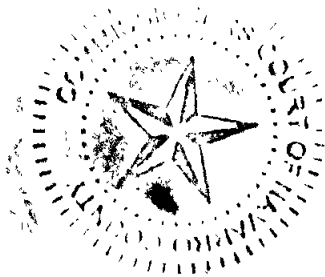


H. M. Davenport, Jr.
County Judge

ATTEST:



Sherry Dowd
County Clerk





COPY

NAVARRO COUNTY TREASURER'S OFFICE

Ruby Coker
County Treasurer
Phone: (903) 654-3090

300 West Third Avenue, Suite 17
Corsicana, Texas 75110
e-mail: rcoker@navarrocounty.org

Jane McCollum
Assistant Treasurer
Fax: (903) 654-3097

September 16, 2008

RE: Navarro County Bank Accounts

To Whom It May Concern:

Navarro County requests the removal of Paula Welch from all the Navarro County accounts which Ms. Welch was an authorized signer effective September 16, 2008. She has retired from employment with Navarro County. Those accounts are as follows:

- | | |
|--------------------------------|-------------------------------------|
| Trust Fund - #220 0707 | Road & Bridge – #220 0723 |
| Debt Service - #220 0822 | District Attorney Forf. - #220 0848 |
| Sheriff Seizure - #220 0855 | Capital Projects - #220 0871 |
| Revolving/Clearing - #220 0889 | Health Insurance - #220 0897 |
| Comm. Supervision - #220 0905 | Juvenile Probation - #220 0939 |
| Flood Control - #220 0962 | N. TX. H.I.D.T.A - #220 1325 |
| Economic Develop - #220 1424 | Disbursement - #260 0328 |
| Payroll - #260 0344 | General - #730220 0731 |

Please notify us if she is on any other accounts. At this time, we will not be adding another signature. If there are any questions, please contact me.

Sincerely,

Ruby Coker
Navarro County Treasurer



NAVARRO COUNTY TREASURER'S OFFICE

Ruby Coker
County Treasurer
Phone: (903) 654-3090

300 West Third Avenue, Suite 17
Corsicana, Texas 75110
e-mail: rcoker@navarrocounty.org

Jane McCollum
Assistant Treasurer
Fax: (903) 875-3391

September 19, 2008

RE: Navarro County Bank Accounts

To Whom It May Concern:

Navarro County requests the removal of Paula Welch from all the Navarro County accounts which she was authorized to sign on effective September 16, 2008. As of September 15, 2008, Ms. Welch retired from employment with Navarro County.

Please add the First Assistant Auditor, Tim Easley as a signer to the Navarro County accounts. If there are any questions, please contact me.

Sincerely,

Ruby Coker
Navarro County Treasurer



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, NAVARRO COUNTY

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

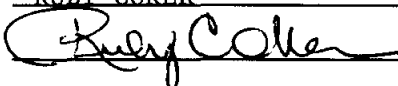
WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

I. Name RUBY COKER Title NAVARRO COUNTY TREASURER
 Signature  Phone Number 903-654-3090

ORIGINALS REQUIRED

TEX - REP

2. Name TIM EASLEY Title FIRST ASSISTANT AUDITOR
 Signature *Tim Easley* Phone Number 903-654-3039

3. Name RUSSELL HUDSON Title TAX ASSESSOR/COLLECTOR
 Signature *Russell Hudson* Phone Number 903-654-3082

4. Name _____ Title _____
 Signature _____ Phone Number _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name TIM EASLEY Fax Number 903-654-3097
 Email teasley@navarrocounty.org

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name _____ Title _____

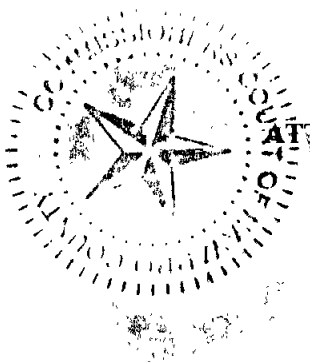
D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 22 day September, 2008

NAME OF PARTICIPANT: NAVARRO COUNTY

BY: *H.M. Davenport, Jr.*
 Signature

H.M. DAVEPORT, Jr.
 Printed Name

County Judge
 Title



ATTEST: *Sherry Dowd*
 Signature

Sherry Dowd
 Printed Name

County Clerk
 Title

This document supersedes all prior Authorized Representative designations.



Employer Contact Data

COPY

Employer Name: NAVARRO COUNTY **Number:** 274

Please complete the "Employer Correspondent Information" section, and designate in the "Authorizations" section of this form the signature and inquiry rights of each person within your county or district who will perform benefit responsibilities.

Signature rights indicates those individuals who have the authority to sign TCDRS documents and forms.

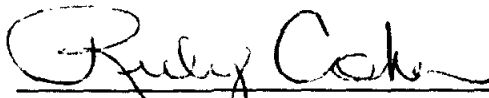
Inquiry rights indicates those individuals who have the authority to give and/or receive benefit information over the telephone.

Removal of rights indicates those individuals who no longer have signature and/or inquiry rights.

Employer Correspondent Information

Name of Correspondent: <u>RUBY COKER</u>	
Title: <u>NAVARRO COUNTY TREASURER</u>	
E-mail Address: <u>rcoker@navarrocounty.org</u>	
Telephone Number: <u>903-654-3090</u>	Fax Number: <u>903-875-3391</u>
Mailing Address (for correspondence):	Physical Address (for package delivery):
<div style="border: 1px solid black; padding: 5px;"> 300 W. 3rd AVE. SUITE #17 Corsicana, Texas 75110 </div>	<div style="border: 1px solid black; padding: 5px;"> 300 W. 3rd Ave. Suite #17 Corsicana, Texas 75110 </div>

As the designated correspondent for Navarro County, I hereby authorize the following stated individuals to sign retirement documents and/or receive and provide information regarding our employees' retirement accounts and benefits.


Signature, Correspondent

September 18, 2008
Date

Authorizations

Name: Tim Easley		Title: First Assistant Auditor	
Mailing Address: 300 W. 3rd Ave. Suite #10 Corsicana, Texas 75110		Physical Address: 300 W. 3rd Ave. Suite #10 Corsicana, Texas 75110	
Telephone Number: 903-654-3039	Fax Number: 903-654-3097	E-mail Address: teasley@navarrocounty.org	
1. Signature Rights:			
<input type="checkbox"/> Monthly Deposit Reports <input type="checkbox"/> Retirement Applications <input type="checkbox"/> Refund Applications <input checked="" type="checkbox"/> ALL NAMED			
2. Inquiry Rights:			
<input type="checkbox"/> Account Balances <input type="checkbox"/> Annuity Estimates <input type="checkbox"/> Beneficiary Designations <input type="checkbox"/> Salary/Deposit Data <input type="checkbox"/> ALL NAMED			
3. Removal of Rights:			
<input type="checkbox"/> From Authorization List (No inquiry or signature rights) <input type="checkbox"/> Signature Rights Only (Inquiry rights remain)			

Name: Paula Welch		Title: County Auditor	
Mailing Address: 300 W. 3rd Ave. Suite #10 Corsicana, Texas 75110		Physical Address: 300 W. 3rd Ave. Suite #10 Corsicana, Texas 75110	
Telephone Number: 903-654-3090	Fax Number: 903-654-3097	E-mail Address: pwelch@navarrocounty.org	
1. Signature Rights:			
<input type="checkbox"/> Monthly Deposit Reports <input type="checkbox"/> Retirement Applications <input type="checkbox"/> Refund Applications <input type="checkbox"/> ALL NAMED			
2. Inquiry Rights:			
<input type="checkbox"/> Account Balances <input type="checkbox"/> Annuity Estimates <input type="checkbox"/> Beneficiary Designations <input type="checkbox"/> Salary/Deposit Data <input type="checkbox"/> ALL NAMED			
3. Removal of Rights:			
<input checked="" type="checkbox"/> From Authorization List (No inquiry or signature rights) <input checked="" type="checkbox"/> Signature Rights Only (Inquiry rights remain)			

Name:		Title:	
Mailing Address:		Physical Address:	
Telephone Number:	Fax Number:	E-mail Address:	
1. Signature Rights:			
<input type="checkbox"/> Monthly Deposit Reports <input type="checkbox"/> Retirement Applications <input type="checkbox"/> Refund Applications <input type="checkbox"/> ALL NAMED			
2. Inquiry Rights:			
<input type="checkbox"/> Account Balances <input type="checkbox"/> Annuity Estimates <input type="checkbox"/> Beneficiary Designations <input type="checkbox"/> Salary/Deposit Data <input type="checkbox"/> ALL NAMED			
3. Removal of Rights:			
<input type="checkbox"/> From Authorization List (No inquiry or signature rights) <input type="checkbox"/> Signature Rights Only (Inquiry rights remain)			

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Member Contact Designations

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.

Name: RUBY COKER
Title: NAVARRO COUNTY TREASURER
Address: 300 W. 3rd Ave. Suite #17
Corsicana, Texas 75110

Phone: (903) 654-3090
Fax: (903) 875-3391
Email: rcoker@navarrocounty.org

Primary Contact:

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

Name: JANE MCCOLLUM
Title: ASSISTANT TREASURER
Address: 300 W. 3rd Ave. Suite #17
Corsicana, Texas 75110

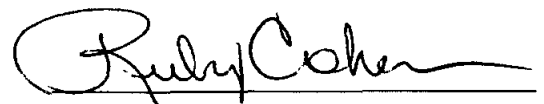
Phone: (903) 654-3090
Fax: (903) 875-3391
Email: jmccollum@navarrocounty.org

Billing Contact:

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

Name: RUBY COKER
Title: NAVARRO COUNTY TREASURER
Address: 300 W. 3rd Ave. Suite #17
Corsicana, Texas 75110

Phone: (903) 654-3090
Fax: (903) 875-3391
Email: rcoker@navarrocounty.org



Signature of Pool Coordinator

RUBY COKER

Please PRINT

September 23, 2008

Date

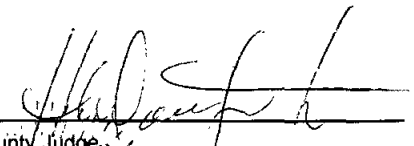
NAVARRO COUNTY, TEXAS
 BUDGET AMENDMENT
 SUBMITTED FOR APPROVAL SEPTEMBER 22, 2008

In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2008 Operating Budget are submitted for your consideration and approval:

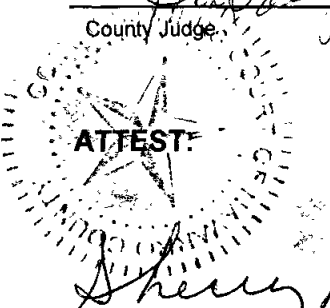
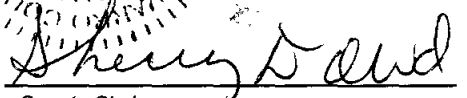
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DEPARTMENT	CATEGORY	AMOUNT	REMARKS
<u>Road & Bridge - Pct 1</u>			
211-611-370	Gas & Oil	\$ 10,000	To move excess funds from Personnel and Benefits to Supplies.
211-611-376	Road Material	40,000	
211-611-103	Deputies & Assistants	(30,000)	
211-611-201	Social Security (FICA)	(2,000)	
211-611-203	Retirement	(4,000)	
211-611-204	Group Medical Insurance	(6,000)	
211-611-206	Workers' Compensation	(8,000)	
Net Budget Adjustment		<u><u>\$50,000-</u></u>	

APPROVED this 22nd day of September, 2008



 County Judge

ATTEST:



 County Clerk

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**NAVARRO COUNTY, TEXAS
 BID TABULATION
 2009-A-001 - ANNUAL CONTRACT FOR MISCELLANEOUS AUTO PARTS**

VENDOR	RATE	Special Item Rates
O'Reilly Automotive, Inc. Chris George	List Less 41% or better	
Thurston Automotives Becky Thurston	Wholesale	
B & G Auto Parts Gary Pillians	Best Fleet or Wholesale Price	Jobber price on all plugs, filters, and batteries.
Corsicana Auto Parts Sandra Huffman	Prevailing Dealer Price in catalog at time of sale on merchandise in inventory	All Filters will be priced at jobber price.

Contracts awarded to all Bidders

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NAVARRO COUNTY, TEXAS
 BID TABULATION
 2009-C-002 - ANNUAL CONTRACT
 CULVERTS FOR COUNTY PRECINCTS

VENDOR: DIAMETER (Inches)	Gage	Wilson Culverts	Contech-CPI	
CULVERTS (price per linear foot)				
12		7.10	7.20	
15		8.86	8.64	
18		10.60	10.80	
24		14.11	13.68	
30		17.67	17.28	
36		21.38	20.88	
42		24.17	24.48	
48		40.53	30.42	
60		49.93	42.90	
72		60.36	51.48	
96		79.60	67.86	
DELIVERY		5-7 Working Days		
DMP BANDS (price each)				
12"		10.64	10.80	
15		13.30	12.96	
18		15.90	16.20	
24		21.16	20.52	
30		26.51	25.92	
36		32.06	31.32	
42		37.06	36.72	
48		42.01	45.63	
12"		94.06	81.51	
15		130.82	95.09	
18		182.98	114.77	
24		285.58	160.93	
30		408.70	219.45	
36		568.58	299.91	
DELIVERY		5-7 Working Days		
CONTACT NAME		Terry Huffines	Leo Leynes	
CONTACT PHONE		903-764-5605	972-590-2000	

Contract awarded to all bidders.

**NAVARRO COUNTY, TEXAS
Hauling Aggregate
Bid Tabulations**

Vendor Company Name	# of Trucks	Delivery Time	Delivery Limitations	Min/Max Qty. per Ton/Truck	Pct #1	Pct. #2	Pct. #3 Richland	Pct. #3 Dawson	Pct. #4	Chg per Ton or Ton-Mile	Additional Comments
Coker & Son Trucking	6	7-5 daily	2 days notice	3-6min-3-6max	9.50	9.50	9.50	9.50	9.50		
Wallis Trucking	1	Customer Request	Mechanical Breakdown	25min -25max	5.00	5.00	5.00	5.00	5.00		
CTBX, Inc.	18	-	-	-	12-14 yard bob tail dump \$60.00/hour with 4 hour minium.						
Billy Jock	2		Day or Two	24 ton/26 ton	Mexia 9.00	Mexia 9.00	Mexia 9.00	Mexia 9.00	No Bid		Diesel is around 4.00. Something newif the price of diesel rises there will be an additional fee added on to the quote given. The additional fee will amount per gallon to each load.
Billy Jock	2		Day or Two	24 ton/26 ton	Lone Star 6.00	Lone Star 6.00	Lone Star 6.00	Lone Star 6.00	No Bid		
Billy Jock	2		Day or Two	24 ton/26 ton	Vulcan 8.50	Vulcan 8.50	Vulcan 8.50	Vulcan 8.50	No Bid		

Contracts awarded to all bidders.

155

156

NAVARRO COUNTY
BID NO. 2009-F-003 ANNUAL CONTRACT - FUEL FOR COUNTY VEHICLES
RESPONSE FORMS

ACCEPTED
DATE: <u>9-22-08</u>
NAVARRO COUNTY AUDITOR

Winters Oil Partners L.P.
 FIRM SUBMITTING BID FEDERAL ID NUMBER

P.O. Box 1637
 ADDRESS

Cossiguina, Texas - 75151
 CITY, STATE, ZIP

Phil Julson - President
 NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-872-4166 903-872-2020 pjulson@wintersoil.com
 TELEPHONE NO. FAX NO. E-MAIL ADDRESS

Phil Julson 9/18/08
 SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

Having read and understood the instruction, terms and conditions and specifications, we submit the following bid:

For the purpose of low bid determinations, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, as of 12:00 noon, Friday, September 19, 2008. A copy of the refiner's posted rack price for this day must accompany the bid. **Failure to include a rack price sheet will be considered for bid rejection.**

Unleaded Gasoline (Include State gasoline tax but not federal excise tax)

Rack or Tankwagon Price September 19, 2008	\$ <u>3.0528</u>
State of Texas Tax	\$ <u>0.20</u>
Freight Charges	\$ <u>.0345</u>
Firm Profit Margin	\$ <u>.0295</u>
Total Cost per Gallon	\$ <u>3.3168</u>

Primary Distributor Shell

Diesel Fuel

Rack or Tankwagon Price September 19, 2008	\$ <u>3.0599</u>
State of Texas Tax	\$ <u>0.20</u>
Freight Charges	\$ <u>.0400</u>
Firm Profit Margin	\$ <u>.0295</u>
Total Cost per Gallon	\$ <u>3.3294</u>

Primary Distributor Shell

157

rejection 7-22-08

NAVARRO COUNTY
BID NO. 2009-F-003 ANNUAL CONTRACT - FUEL FOR COUNTY VEHICLES
RESPONSE FORMS

Johnson Oil

75-2039011
NAVARRO COUNTY AUDITOR
FEDERAL ID NUMBER

FIRM SUBMITTING BID

P O Box 3016
ADDRESS

Corsicana, TX 75151
CITY, STATE, ZIP

Rhonda Arnett, Office Mgr.
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-872-6621 903-872-7128
TELEPHONE NO. FAX NO. E-MAIL ADDRESS

Rhonda Arnett
SIGNATURE OF AUTHORIZED REPRESENTATIVE
9/22/08
DATE

Having read and understood the instruction, terms and conditions and specifications, we submit the following bid:

For the purpose of low bid determinations, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, as of 12:00 noon, Friday, September 19, 2008. A copy of the refiner's posted rack price for this day must accompany the bid. **Failure to include a rack price sheet will be considered for bid rejection.**

Unleaded Gasoline (Include State gasoline tax but not federal excise tax)

Rack or Tankwagon Price	\$	<u>2.9678</u>
September 19, 2008		
State of Texas Tax	\$	<u>0.20</u>
Freight Charges	\$	<u>.0346</u>
Firm Profit Margin	\$	<u>.039</u>
Total Cost per Gallon	\$	<u>3.2414</u>

Primary Distributor Exxon - Waco

Diesel Fuel

Rack or Tankwagon Price	\$	<u>3.0809</u>
September 19, 2008		
State of Texas Tax	\$	<u>0.20</u>
Freight Charges	\$	<u>.0406</u>
Firm Profit Margin	\$	<u>.039</u>
Total Cost per Gallon	\$	<u>3.3605</u>

Primary Distributor Exxon - Waco

**NAVARRO COUNTY, TEXAS
 BID TABULATION
 2009-F-003 - ANNUAL CONTRACT
 FUEL FOR COUNTY VEHICLES**

VENDOR	Winters Oil	Johnson Oil	
UNLEADED			
Grade	89 Octane	87 Octane	
Rack Price	3.0528	2.9678	
Tax	0.2000	0.2000	
Freight	0.0345	0.0346	
Profit	0.0295	0.0390	
Total Cost	3.3168	3.2414	
Primary Distributor	Shell-Waco	Exxon - Waco	
DIESEL			
Rack Price	3.0599	3.0809	
Tax	0.2000	0.2000	
Freight	0.0400	0.0406	
Profit	0.0295	0.0390	
Total Cost	3.3294	3.3605	
Primary Distributor	Shell-Waco	Exxon - Waco	
CONTACT NAME	Phil Judson	Rhonda Arnett	
CONTACT PHONE	903-872-4166	903-872-6621	

Bid awarded to

Winters Oil

159

NAVARRO COUNTY
BID NO. 2009-C-002 ANNUAL CONTRACT- CULVERTS FOR COUNTY PRECINCTS
SPECIFICATIONS/RESPONSE FORMS

DATE 9-22-08
NAVARRO COUNTY AUDITOR

Wilson Culverts, Inc 75-1999550
FIRM SUBMITTING BID FEDERAL ID NUMBER

P.O.Box 940
ADDRESS

Elkhart, TX 75839
CITY, STATE, ZIP

TERRY Huffines, V.P.
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-764-5605 903-764-2740 wilsonculverts@windstream.net
TELEPHONE NO. FAX NO. E-MAIL

[Signature] _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

Having read and understood the instructions to Bidders and Specifications, we submit the following bid: (all prices quoted FOB County Barn or job site)

2.66" X 1/2" Corrugation - 16 Gauge

<u>DIAMETER</u>	<u>PRICE</u>
12"	<u>7.10</u>
15"	<u>8.86</u>
18"	<u>10.60</u>
24"	<u>14.11</u>
30"	<u>17.67</u>
36"	<u>21.38</u>
42"	<u>24.17</u>

3" X 1" Corrugation - 14 Gauge

48"	<u>40.53</u>
60"	<u>49.93</u>
72"	<u>60.36</u>
96"	<u>79.60</u>

Delivery from time of order: 5.7 working days

FROM

(TUE) SEP 16 2008 11:02/ST. 11:00/No. 6820116660 P 9

160
NAVARRO COUNTY
BID NO. 2009-C-002 ANNUAL CONTRACT- CULVERTS FOR COUNTY PRECINCTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
9-22-08
NAVARRO COUNTY AUDITOR

CONTECH-CPI

FIRM SUBMITTING BID FEDERAL ID NUMBER

2201 W. Royal Ln. #170
ADDRESS

Irving, TX 75063
CITY, STATE, ZIP

Leo Leynes - CSR
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

972.590.2000 972.590.2039
TELEPHONE NO. FAX NO. E-MAIL

Leo Leynes
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE 9/19/08

Having read and understood the instructions to Bidders and Specifications, we submit the following bid: (all prices quoted FOB County Barn or Job site)

2.66" X 1/2" Corrugation - 16 Gauge

DIAMETER	PRICE
12"	7.20/lf
15"	8.64
18"	10.80
24"	13.68
30"	17.28
36"	20.88
42"	24.48

3" X 1" Corrugation - 14 Gauge

48"	30.42
60"	42.90
72"	51.48
96"	67.86

Delivery from time of order: _____

161
NAVARRO COUNTY
BID NO. 2009-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-22-08
NAVARRO COUNTY AUDITOR

Navarro County is requesting bids for an Annual Contract(s) for Auto Parts as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2008 through September 30, 2009.

Bids are binding under the Uniform Commercial Code.

O'Reilly Automotive Inc.
DBA O'Reilly Auto Parts

44-0618012

FIRM SUBMITTING BID

FEDERAL ID NUMBER

233 S. Patterson

ADDRESS

Springfield, MO, 65802

CITY, STATE, ZIP

Chris George Installer Pricing + Bid Coordinator

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

(417) 829-5879

TELEPHONE NO.

(800) 925-0899

FAX NO.



SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/17/08

DATE

Vendor whose name and signature appears above agrees to provide auto parts to Navarro County for the specified contract period at a rate of: List Less 41% or better.

162

NAVARRO COUNTY
BID NO. 2009-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-22-08
NAVARRO COUNTY AUDITOR

Navarro County is requesting bids for an **Annual Contract(s) for Auto Parts** as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2008 through September 30, 2009.

Bids are binding under the Uniform Commercial Code.

<u>Thurston Automotive Sply</u>	<u>458789365</u>
<small>FIRM SUBMITTING BID</small>	<small>FEDERAL ID NUMBER</small>
<u>520 W. 1st Ave</u>	
<small>ADDRESS</small>	
<u>Corsicana Tx 75110</u>	
<small>CITY, STATE, ZIP</small>	
<u>Rocky Thurston</u> <u>owner</u>	
<small>NAME AND TITLE OF INDIVIDUAL SUBMITTING BID</small>	
<u>903-874-5617</u>	
<small>TELEPHONE NO.</small>	<small>FAX NO.</small>
<u>Rocky Thurston</u>	<u>9-19-08</u>
<small>SIGNATURE OF AUTHORIZED REPRESENTATIVE</small>	<small>DATE</small>

Vendor whose name and signature appears above agrees to provide auto parts to Navarro County for the specified contract period at a rate of: wholesale.

163

NAVARRO COUNTY
BID NO. 2009-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-22-08
NAVARRO COUNTY AUDITOR

Navarro County is requesting bids for an **Annual Contract(s) for Auto Parts** as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2008 through September 30, 2009.

Bids are binding under the Uniform Commercial Code.

<u>B-G Auto Parts</u>	<u>75-2683770</u>
FIRM SUBMITTING BID	FEDERAL ID NUMBER
<u>104 N. Beaton St. PO Box 1809</u>	
ADDRESS	
<u>Corsicana, TX 75151</u>	
CITY, STATE, ZIP	
<u>Gary M. Pillans - Owner</u>	
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID	
<u>903 874-4706</u>	<u>903 874 4707</u>
TELEPHONE NO.	FAX NO.
<u>Gary M. Pillans</u>	<u>9-18-08</u>
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE

Vendor whose name and signature appears above agrees to provide auto parts to Navarro County for the specified contract period at a rate of: _____.

Best flat or wholesale price.
Jobber price on all plugs, filters
and batteries.

164

NAVARRO COUNTY
BID NO. 2009-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE <u>9-22-08</u>
NAVARRO COUNTY AUDITOR

Navarro County is requesting bids for an **Annual Contract(s) for Auto Parts** as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2008 through September 30, 2009.

Bids are binding under the Uniform Commercial Code.

<u>Corsicana Auto Parts, Inc</u>	<u>75-1733109</u>
FIRM SUBMITTING BID	FEDERAL ID NUMBER
<u>P. O. Box 1597</u>	
ADDRESS	
<u>Corsicana, Tx 75151</u>	
CITY, STATE, ZIP	
<u>Sandra Huffman, Treasurer</u>	
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID	
<u>903-874-4728</u>	
TELEPHONE NO.	FAX NO.
<u>[Signature]</u>	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	<u>9-16-08</u>
	DATE

Vendor whose name and signature appears above agrees to provide auto parts to Navarro

County for the specified contract period at a rate of: prevailing dealer price listed in catalogs at time of sale for all merchandise in inventory. All filters will be priced at jobber price.

165
NAVARRO COUNTY
BID NO. 2009-H-005 HAULING AGGREGATE
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-22-08
NAVARRO COUNTY AUDITOR

WALLIS TRUCKING Co.
COMPANY SUBMITTING BID

80-0056586
FEDERAL ID NUMBER

15811 W. Hwy. 22
ADDRESS

FROST, TX 76641
CITY, STATE, ZIP

R.B. WALLIS, OWNER
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

(903) 875-9998 (903) 682-2214 RBWALLIS39@Yahoo.com
TELEPHONE NO. FAX NO. E-MAIL

R.B. Wallis 9-20-08
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

1
NUMBER OF TRUCKS IN FLEET

Hauling Rate Per Ton-Mile From Plant to Site: (Including project sites within Precincts)
Per Loaded Ton-Mile

Precinct 1	\$5.00
Precinct 2	\$5.00
Precinct 3-Richland	\$5.00
Precinct 3-Dawson	\$5.00
Precinct 4	\$5.00

Delivery Time: AT CUSTOMER REQUEST

Minimum Delivery Quantity (ton/truck): 25 Maximum Delivery Quantity: 25

Limitations on Delivery Schedule (if any): MECHANICAL BREAKDOWN

166
NAVARRO COUNTY
BID NO. 2009-H-005 HAULING AGGREGATE
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE: 9-22-08
NAVARRO COUNTY AUDITOR

COKER & SON TRUCKING INC
COMPANY SUBMITTING BID
FEDERAL ID NUMBER 364611931

404 ACR 2123
ADDRESS

PALESTINE TX 75803
CITY, STATE, ZIP

MARLENE COKER / Register Agent
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903 391 3395 903 538 2592
TELEPHONE NO. FAX NO.

Marlene Coker Register Agent 9/15/08
SIGNATURE OF AUTHORIZED REPRESENTATIVE E-MAIL DATE

6
NUMBER OF TRUCKS IN FLEET

Hauling Rate Per Ton-Mile From Plant to Site: (Including project sites within Precincts)

Per Loaded Ton-Mile

Precinct 1	9.50
Precinct 2	9.50
Precinct 3-Richland	9.50
Precinct 3-Dawson	9.50
Precinct 4	9.50

Delivery Time: 7-5 daily

Minimum Delivery Quantity (ton/truck): 3-6 Maximum Delivery Quantity: 3-6 DAYS Notice

Limitations on Delivery Schedule (if any): 2 days Notice

167
NAVARRO COUNTY
BID NO. 2009-H-005 HAULING AGGREGATE
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-22-08
NAVARRO COUNTY AUDITOR

CTBX, Inc
COMPANY SUBMITTING BID

113714377
FEDERAL ID NUMBER

15194 FM 744
ADDRESS

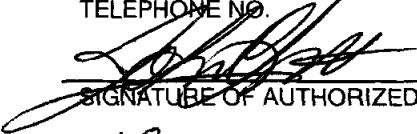
Berry to 75102
CITY, STATE, ZIP

John C. Smith Pres.
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

2546783084
TELEPHONE NO.

2546783060
FAX NO.

CTBX INC @ yahoo.com
E-MAIL


SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/22/08
DATE

18
NUMBER OF TRUCKS IN FLEET

Hauling Rate Per Ton-Mile From Plant to Site: (Including project sites within Precincts)

Per Loaded Ton-Mile

Precinct 1	12-14 yard bucket dump @ 60.00/hour
Precinct 2	12-14 yard bucket dump truck 4 hour min.
Precinct 3-Richland	60
Precinct 3-Dawson	60
Precinct 4	60

Delivery Time: _____

Minimum Delivery Quantity (ton/truck): _____ Maximum Delivery Quantity: _____

Limitations on Delivery Schedule (if any): _____

168
NAVARRO COUNTY
BID NO. 2009-H-005 HAULING AGGREGATE
SPECIFICATIONS/RESPONSE FORMS

31-1703137
457-94-9029

Billy Jock
COMPANY SUBMITTING BID

FEDERAL ID NUMBER

11840 CR 1211
ADDRESS

Malakoff Tex
CITY, STATE, ZIP

75148

ACCEPTED
DATE 9-22-08
NAVARRO COUNTY AUDITOR

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-489-2536

M.W.

903 477-8603

TELEPHONE NO.

FAX NO.

E-MAIL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

2 truck can get more
NUMBER OF TRUCKS IN FLEET
Just give me a day or two
Notice

Hauling Rate Per Ton-Mile From Plant to Site: (Including project sites within Precincts)

Per Loaded Ton-Mile \$
around Mexia area 9.00 a Ton
Precinct 1 Lone Star agg. 6.00 a Ton
Vulcan 8.50 a Ton
mexia 9.00 a Ton
Precinct 2 Lone Star agg. 6.00 a Ton
Vulcan 8.50 a Ton
mexia 9.00 a Ton
Precinct 3-Richland Lone Star agg. 6.00 a Ton
Vulcan 8.50 a Ton
Precinct 3-Dawson the same as P.3-Richland
Precinct 4

Delivery Time: _____

Minimum Delivery Quantity (ton/truck): 24.00^{ton} Maximum Delivery Quantity: 26.00^{ton}

Limitations on Delivery Schedule (if any): give us a day or two
Notice before Time

on Back

**TEXAS FACILITIES COMMISSION
FEDERAL SURPLUS PROPERTY PROGRAM (FSP)
P.O. Box 13047, Austin, Texas 78711
Ph: 512/475-3705; FAX: 512/236-6173**

Update Form

www.tfc.state.tx.us/surplus/Index.html
(Please type or print black ink only)

Federal Regulations require the FSP program to update all Donee files once every three years.

Federal Regulations require Volunteer Fire Departments, Rescue Squads and Emergency Medical Services to submit annually the following (1) Update Form (2) Evidence of public funding (by contract or line item budget).

So that your eligibility to participate in the Federal Surplus Property program may continue uninterrupted, please fill out this Update Form and return within 30 days.

		Yes	No	N/A
1.	Have the qualifications indicated in your original application remained unchanged?	X		
2.	Is the attached master list of authorized representatives correct? If not, please indicate any changes on the authorized representative form and return with this form. It is the Donee's responsibility to notify FSP in writing of changes to the authorized representative list as they occur.		X	
3.	Are your organization's operations continuing as stated in your original application?	X		
4.	If applicable, has your organization maintained a current license, grant, accreditation, contract, or approval to continue the operations or programs under which you were originally determined eligible? Attach a copy of your current license, grant, or other accreditation documents.			X
5.	Is your organization's account with FSP current with no overdue invoices?	X		
6.	Is your organization observing all certifications and agreements of eligibility and complying with all restrictions on donated surplus property received?	X		

Organization Name: Navarro County

Mailing Address: 300 West 3rd Avenue, Suite 10

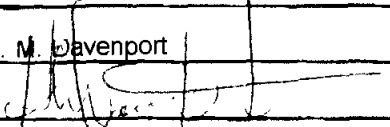
City: Corsicana **State:** TX **Zip Code:** 75110

Phone: (903) 654-3095 **Fax:** (903) 654-3097

Email: teasley@navarrocounty.org **Accounts Payable Fax:** (903) 654-3097

Federal Employer ID Number: 75-6001092 **Fiscal Yr. Ending Date:** September 30th

The Donee certifies that the information provided is correct and complete and understands and agrees to all terms and conditions.

Printed Name: <u>H. M. Davenport</u>	Date: <u>September 22, 2008</u>
Signature: X 	Title: <u>County Judge, Navarro County</u>

**Form must be signed by an authorizing official (e.g., mayor, city manager, county judge, superintendent, executive director, purchasing director, fire chief)
Signature is required on all four pages.**

AUTHORIZED REPRESENTATIVES

I. THE FOLLOWING REPRESENTATIVES ARE DESIGNATED TO:

Represent donee organization as its authorized agent; acquire federal surplus property on behalf of the donee organization; obligate necessary donee organization funds for this purpose; and to execute distribution documents binding the donee organization to the terms, conditions, reservations and restrictions applying to property obtained through the agency.

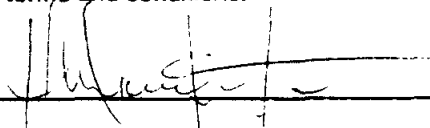
II. REPRESENTATIVES: (DONEE AFFIRMS THAT NAMES ARE CURRENT AND CORRECT) *If you provide an e-mail address you will receive broadcast e-mails about new arrivals, specials, and any discounts.

III. Check box if no change in authorized representatives from last update

Add	Delete	Name	Title	Telephone	E-mail Address*
X		H.M. Davenport	County Judge	903-654-3025	hmdavenport@navarrocounty.org
X		Kit Herrington	Commissioner Pct 1	903-654-3030	kherrington@navarrocounty.org
X		Faith Holt	Commissioner Pct 2	903-654-3030	fholt@navarrocounty.org
X		William Baldwin	Commissioner Pct 3	903-654-3030	wbaldwin@navarrocounty.org
X		James Olsen	Commissioner Pct 4	903-654-3030	jolsen@navarrocounty.org
X		Tim Easley	1st Asst County Auditor	903-654-3095	teasley@navarrocounty.org
X		Leslie Cotten, Sr.	County Sheriff	903-654-3002	
	X	Alan Bristol			
	X	Paula Tullos			
	X	John Paul Ross			

Valid driver's license or state issued photo identification required prior to entering state or federal facilities.

The applicant hereby certifies the information provided is correct and complete and he/she understands and agrees to all terms and conditions.

X 

H. M. Davenport, County Judge

Signature of Donee Authorized Official

Date

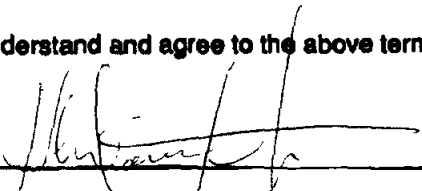
PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as "donees" by the federal government) are required to use the property obtained through the program for a specific amount of time before the property can be sold or transferred.

- Property must be used for the program approved for participation in the Federal Surplus Property program.
- Property valued at less than \$5,000 in original cost - the compliance period is 12 months from the date put into use.
- All vehicles and property valued at more than \$5,000 in original cost - the compliance period is 18 months.
- Aircraft and vessels longer than 50 feet - the compliance period is 60 months (5 years).
- Donee organizations do not obtain title or ownership to property designated "perpetual use" by the federal government. The compliance period is considered to be "perpetual" or ongoing on these items.
- All property must be placed into use within the first year of possession.
- State and federal program staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented.
- If the property is not paid for in full or is not being used or handled as required, the donee (program participant) will be required, at its expense, to return the property to TFC or another donee, as instructed by TFC.
- The property may not be sold, transferred or otherwise disposed of during the compliance period. If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.
- Program participants are required to complete reports regarding property use as a condition of participating in the program.

I understand and agree to the above terms and conditions regarding property compliance and reporting.

X



H. M. Davenport, County Judge

Signature of Donee Authorized Official

Date

NONDISCRIMINATION ASSURANCE

LEGAL NAME AND MAILING ADDRESS OF APPLICANT ORGANIZATION:

Navarro County

Name of Organization

300 West 3rd Avenue, Suite 10, Corsicana, TX 75110

Street Address/Location

300 West 3rd Avenue, Suite 10, Corsicana, TX 75110

Mailing Address (P.O. Box #, Street, City & State)

(9 Digit Zip Code)

Navarro County

903-654-3095

903-654-3097

County

Telephone #

Fax #

Navarro County

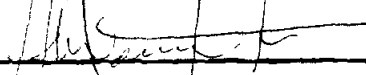
(Name of Organization)

the donee, agrees that the program for or in connection with

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R., 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

County/counties served by applicant organization: _____

X 

County Judge, Navarro County

Signature of Donee Authorized Official

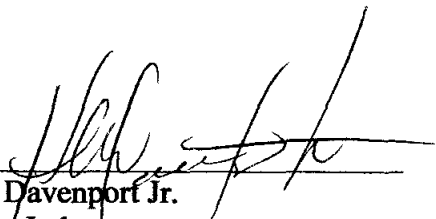
Date

MAIL FORMS TO: TEXAS FACILITIES COMMISSION, FEDERAL SURPLUS
PROPERTY PROGRAM, P.O. BOX 13047, AUSTIN, TEXAS 78711-3047
Ph: 512/475-3705; FAX: 512/236-6173


**COURT ORDER
NAVARRO COUNTY COMMISSIONERS' COURT
September 22, 2008**

This is an order from the Navarro County Commissioners Court authorizing additional payment of County Auditor, Paula Welch, from September 16, 2008 through September 30, 2008.


ENTERED and SIGNED on September 22, 2008



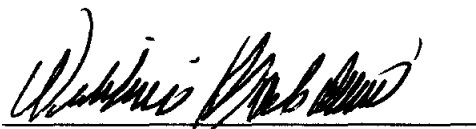
H. M. Davenport Jr.
County Judge




Kit Herrington
Commissioner, Precinct # 1



Faith Holt
Commissioner, Precinct # 2

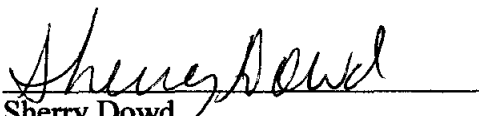


William Baldwin
Commissioner, Precinct # 3

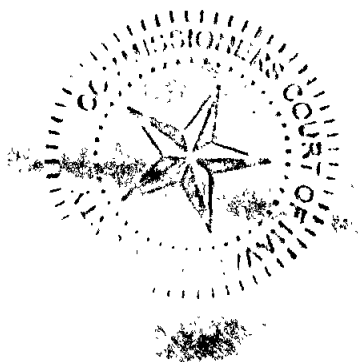


James Olsen
Commissioner, Precinct # 4

ATTESTED BY:



Sherry Dowd
County Clerk



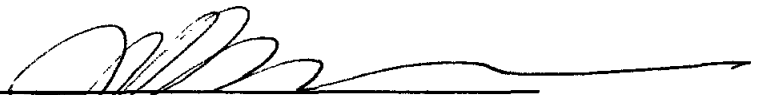
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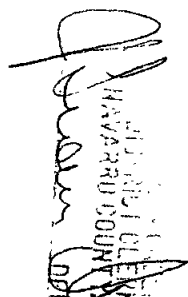
IN RE: SALARIES FOR THE COUNTY AUDITOR, AUDITOR'S STAFF AND COURT REPORTER

ORDER

It is ORDERED that the salaries of the County Auditor, her staff and that of the Court Reporter for the fiscal year ending September 30, 2009 are set in conformity with the exhibit attached to the transcript of the hearing held September 16, 2008. A copy of such proceeding is attached to this order.

ENTERED and SIGNED on September 16, 2008.


John H. Jackson, Judge
13th Judicial District


CLERK
HOWARD COUNTY
TX
DEPUTY

2008 SEP 16 AM 8:48

**NAVARRO COUNTY
PUBLIC HEARING - SALARIES OF COUNTY AUDITOR, STAFF AND COURT REPORTER
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2009**

EMP NO.	EMPLOYEE	2008 ANNUAL SALARY	CURRENT LONGEVITY	CURRENT TOTAL SALARY
COUNTY AUDITOR				
495 001	COUNTY AUDITOR	82,475	4,400	86,875

2009 ANNUAL SALARY	LONGEVITY	TOTAL SALARY PER JUDGE'S ORDER
84,475	-	84,475

495 002	FIRST ASST COUNTY AUDITOR	34,939	1,250	36,189
495 003	ASSISTANT COUNTY AUDITOR	34,400	1,650	36,050
495 006	ASSISTANT COUNTY AUDITOR	31,154	875	32,029
495 010	ASSISTANT COUNTY AUDITOR	31,154	1,000	32,154
495 011	ASSISTANT COUNTY AUDITOR	31,154	750	31,904
TOTALS		245,276	9,925	255,201

36,939	1,650	38,589
36,400	1,800	38,200
33,154	1,000	34,154
33,154	1,125	34,279
33,154	875	34,029
257,276	6,450	263,726

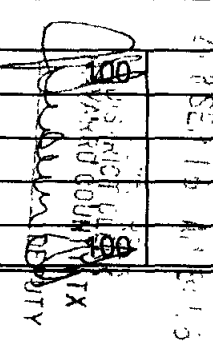
COURT REPORTER				
435 003	COURT REPORTER	51,072	2,100	53,172

53,072	2,250	55,322
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NOTE: County Judge compensation shown below is for comparison purposes only in order to satisfy requirements of Section 152.032 of *The Texas Local Government Code*.

COUNTY JUDGE				
425 006	COUNTY JUDGE	63,039	-	63,039
425 006	STATE SUPPLEMENT	15,000	-	15,000
425 006	JUVENILE BOARD	4,800	-	4,800
425 006	TRAVEL ALLOWANCE	4,800	-	4,800
TOTAL COUNTY JUDGE		87,639	-	87,639

65,039	100	65,139
15,000		15,000
4,800		4,800
4,800		4,800
89,639		89,739



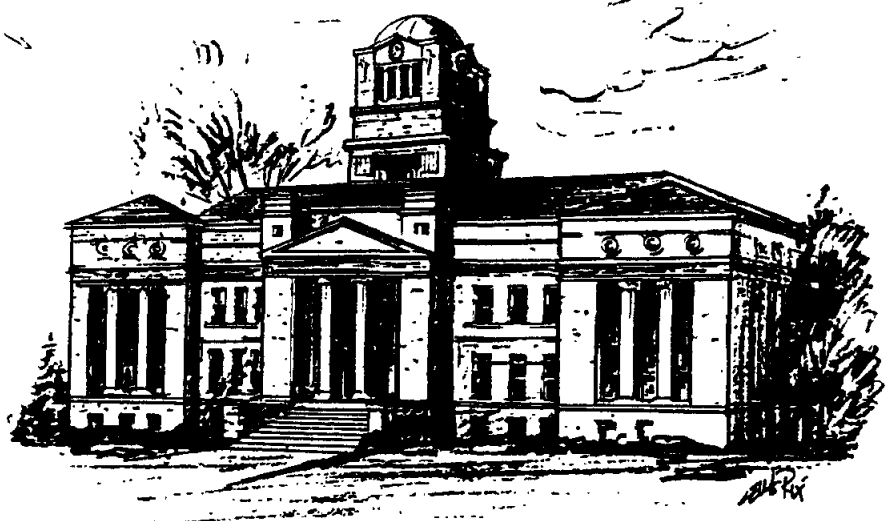
 COUNTY CLERK
 NAVARRO COUNTY
 TEXAS
 SEP 15 2008

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COUNTY CLERK
PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN



*Navarro County Courthouse
Corsicana, Texas*

COUNTY CLERK

PRESERVATION AND RESTORATION RECORDS ARCHIVAL PLAN

EXECUTIVE SUMMARY

The County Clerks office wants to take advantage of new legislation that is designed to preserve archived records by adding an archive fee to each filed or recorded document. This fee is to be dedicated to that task. The vast majority of the permanent records in the County Clerks office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by adding an archive fee to cover the cost of microfilming the paper based documents.

Additionally, significant space savings will be realized where documents are currently larger than legal size. During the preservation and restoration process, these documents will be reprinted to legal size paper.

INTRODUCTION

Currently, Counties adjacent to international borders have the ability to charge a records archive fee not exceed \$5.00 for the recording or filing of public documents in county clerks offices. SB 1731 removes "adjacent to international borders" restriction and opens the fee to all Texas counties. S.B. 1731 provides for a fee not to exceed \$5.00 to be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing county records.

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. In most cases, this fee is not sufficient to also preserve and restore archived records. This new legislation is designed to target archived records.

This bill authorizes the commissioner's court to adopt a records archive fee as part of the county's annual budget. If the provisions of SB 1731 are implemented, the county will experience a revenue gain. This additional revenue will be dedicated to helping county clerks focus on preserving older records.

The effective date of this Act is September 1, 2003 and expires September 1, 2008.

Effective June 17, 2005 SB 526 repeals the sunset date and lets the County Clerk designate the records, instead of it only covering recorders prior to 1/1/1990.

ARCHIVE PLAN
Fiscal Year 2008-2009

The plan for this next year is to continue the project of computerized re-indexing and conversion of real property records from 1994 backwards. This project is to begin to computerize the records filed before Navarro County's real property records were automated. ACS proposes to begin this re-indexing and conversion project with real property records filed from January 1, 1994 and work backwards. Re-index land records from January 2, 1990 to December 21, 1994 with 54,360 records @ 2.10 per instrument and digitize, link and load land record 135,900 records @.25. Adding to this project is scanning, link and load all plats 1220 @\$10.00.

This is done with no cost to the county and will safeguard the records in case of any type of loss. Most importantly will be space savings.

PROJECTED REVENUE

Documents subject to fees are Official Public Record, Civil, and Probate. This will be approximately \$70,000.00 per year.

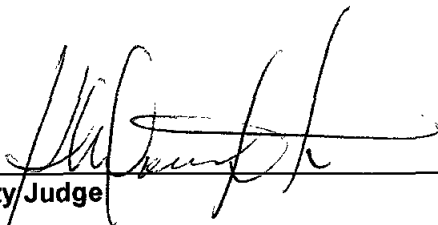
Sherry Dowd
Navarro County Clerk

NAVARRO COUNTY, TEXAS

ORDER ADOPTING THE BUDGET FOR FISCAL YEAR 2009

On this the 22nd day of September, A.D., 2008, came to be considered the Budget of estimated revenues and expenditures for the period beginning October 1, 2008 and ending September 30, 2009, and it appearing to the Commissioners Court that said Budget is in accordance with law, and has been duly prepared by the County Judge, assisted by the County Auditor, and fully filed for inspection, and the said corrections thereof having been made by the Commissioners Court on motion made, seconded and carried, it is ordered by the Commissioners Court that the said Budget be, and it is hereby, approved and adopted. It is further ordered by the Court that totals shown in said Budget for total department expenditures be considered to be Budget Line Items and the amounts shown for budget categories and individual items included in those categories be considered to be supplementary information.

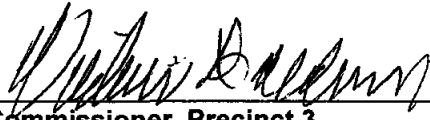
PASSED AND APPROVED this 22nd day of September, 2008.



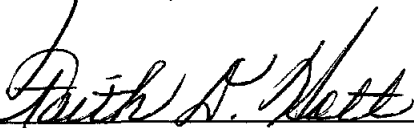
County Judge



Commissioner, Precinct 1



Commissioner, Precinct 3

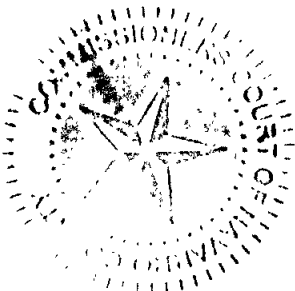


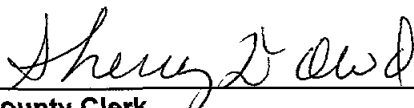
Commissioner, Precinct 2



Commissioner, Precinct 4

Subscribed and sworn to before me, the undersigned authority, this the 22nd day of September, 2008.





County Clerk
Navarro County, Texas

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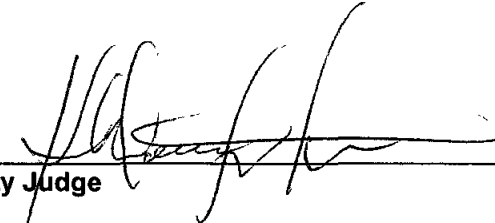
NAVARRO COUNTY, TEXAS
BUDGET CERTIFICATE

STATE OF TEXAS

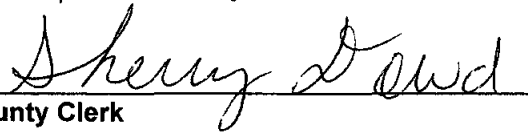
COUNTY OF NAVARRO

FISCAL YEAR OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

We, H. M. Davenport, Jr., County Judge, and Sherry Dowd, County Clerk of Navarro County, Texas, do hereby certify that the attached budget is a true and correct copy of the budget of Navarro County, Texas as passed and approved by the Commissioners Court of said county on the 22nd day of September, 2008, as the same appears on file in the office of the County Clerk of Navarro County.



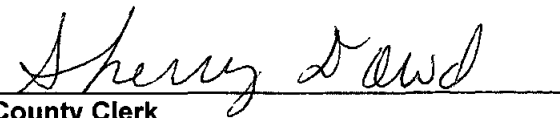
County Judge



County Clerk

Subscribed and sworn to before me, the undersigned authority, this the 22nd day of September, 2008.





County Clerk
Navarro County, Texas

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NAVARRO COUNTY, TEXAS

ORDER ADOPTING THE TAX RATE FOR 2008

On this the 22nd day of September, 2008, came to be considered the Tax Rate for 2008, and it appearing to the Commissioners Court that said Tax Rate has been duly calculated in accordance with law by the county Tax Assessor and Collector, and all required public notices fully filed, and the said Tax Rate, having been duly considered by the Court, on motion made, seconded and carried, it is ordered by the Court that the said Tax Rate be, and it is hereby, approved and adopted as follows:

The General Fund rate shall be \$0.4583 per one hundred dollar valuation;

The Road and Bridge rate shall be \$0.0955 per one hundred dollar valuation;

The Flood Control rate shall be \$0.0090 per one hundred dollar valuation; (All properties with homestead exemption only will receive a \$3,000 exemption on Flood Control Assessment. The Flood Control rate is not subject to abatement.)

The Debt Service rate shall be \$0.0200 per one hundred dollar valuation; and

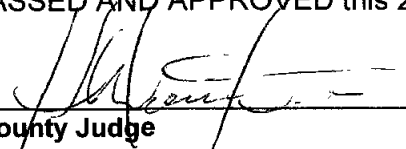
The Total Tax Rate shall be \$0.5828 per one hundred dollar valuation.

The County shall grant an over 65 exemption of \$15,000 on all properties with a homestead exemption.

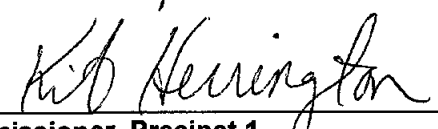
The County shall grant a tax freeze for disabled and 65 and over homeowners passed by the Commissioners Court, July 9, 2004.

This Tax Rate will raise more taxes for maintenance and operations than last year's tax rate.

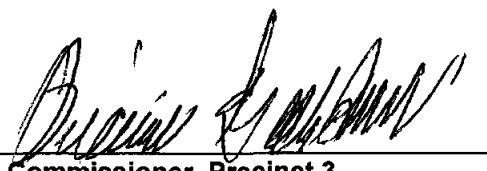
PASSED AND APPROVED this 22nd day of September, 2008.




County Judge




Commissioner, Precinct 1



Commissioner, Precinct 3



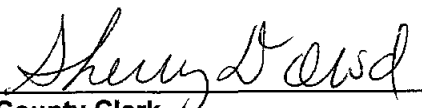
Commissioner, Precinct 2



Commissioner, Precinct 4

Subscribed and sworn to before me, the undersigned authority, this the 22nd day of September, 2008.





County Clerk
Navarro County, Texas