

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 10TH DAY OF NOVEMBER, 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 OLSEN  
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

**CONSENT AGENDA**

- MOTION TO APPROVE ITEMS 5-6 BY HERRINGTON SEC BY BALDWIN  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF OCTOBER 27, 2008
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR

**REGULAR AGENDA ITEMS**

7. MOTION TO APPROVE TAX REPORT FROM RUSSELL P. HUDSON BY OLSEN SEC BY HERRINGTON **TO WIT PG 223-227**  
ALL VOTED AYE MOTION CARRIED
8. NO ACTION TAKEN ON BURN BAN
9. MOTION TO APPROVE HOLIDAYS FOR 2009 BY HOLT JANUARY 1<sup>ST</sup> FALLS ON A THURSDAY THIS YEAR WILL GIVE JANUARY 1<sup>ST</sup> & JANUARY 2<sup>ND</sup> 2009 THURSDAY AND FRIDAY OFF AS A ONE TIME DEAL ONLY SEC BY HERRINGTON **TO WIT PG 228**  
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE RESOLUTION TO ASK LEGISLATURE TO EXPAND THE CURRENT TECHNOLOGY FUNDS TO ALL COURTS BY JUDGE DAVENPORT SEC BY OLSEN

ALL VOTED AYE MOTION CARRIED TO WIT PG 229-230

- 11. MOTION TO APPROVE RESOLUTION REQUIRING ALL NAVARRO COUNTY EMPLOYEES TO HAVE A NAVARRO COUNTY E-MAIL ADDRESS BY JUDGE DAVENPORT SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED TO WIT PG 231

- 12. NO ACTION TAKEN TO APPROVE RESOLUTION REQUESTING REPRESENTATIVE BYRON COOK TO CREATE STATUE FOR FUTURE COUNTY COURT AT LAW

- 13. NO ACTION TAKEN TO APPROVE RENEWING COUNTY UNIFORM CONTRACT WITH G & K SERVICES

- 14. MOTION TO APPROVE AGREEMENT WITH DEPARTMENT OF THE ARMY CORPS OF ENGINEERS FOR EASEMENT NUMBER DACW 63-2-09-0526 LOCATED AT NAVARRO MILLS LAKE BY OLSEN SEC BY BALDWIN  
ALL VOTED AYE MOTION CARRIED TO WIT PG 232-236

- 15. MOTION TO APPROVE OF MAINTENANCE AGREEMENT WITH XEROX ON BEHALF OF THE NORTH TEXAS HIGH INTENSITY DRUG AREA BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED TO WIT PG237-240

- 16. MOTION TO APPROVE ESTABLISHING A POLICY IN COMPLIANCE WITH LOCAL GOVERNMENT CODE 130.908 FOR APPROVAL OF SPENDING BY CERTAIN COUNTY AND PRECINCT OFFICERS BY HOLT SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED TO WIT PG 241

- 17. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 24 DAY OF NOVEMBER 2008.

JUDGE HM DAVENPORT *[Signature]*

COMR.PCT.1 KIT HERRINGTON *[Signature]*

COMR.PCT.2 FAITH HOLT *[Signature]*

COMR.PCT.3 WILLIAM BALDWIN

*William Baldwin*

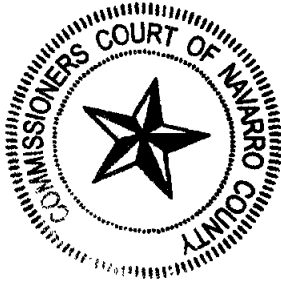
COMR.PCT.4 JAMES OLSEN

*James Olsen*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 10TH, 2008.

SIGNED 24 DAY OF NOVEMBER 2008.

*Sherry Dowd*  
SHERRY DOWD, COUNTY CLERK



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FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
NOV 07 2008  
SHERK / DOWD  
BY \_\_\_\_\_ 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  
OCTOBER 2008

	ASSESSED VALUE	EXEMPT VALUE	NET ASSESSMENT	AD VALOREM TAX	SALES TAX	TOTAL TAX	AD VALOREM LEVY	TOTAL LEVY
<b>NAVARRO COUNTY</b>								LEVY
CURRENT	1,449,855.35		8.38	1,449,863.73	28,998.04	1,420,865.69		14,028,657.92
DELINQUENT	78,585.91		19,947.99	98,533.90	1,970.75	96,563.15	18,901.83	%
TOTAL	1,528,441.26	-	19,956.37	1,548,397.63	30,968.79	1,517,428.84	18,901.83	10.19%
<b>NAVARRO COLLEGE</b>								LEVY
CURRENT	302,007.34			302,007.34	1,509.82	300,497.52		2,886,499.94
DELINQUENT	16,728.38	-	4,285.86	21,014.24	1,155.09	19,859.15	4,032.35	%
TOTAL	318,735.72	-	4,285.86	323,021.58	2,664.91	320,356.67	4,032.35	10.46%
<b>CITY OF RICE</b>								LEVY
CURRENT	12,432.00	-		12,432.00	62.13	12,369.87		93,480.90
DELINQUENT	361.46		86.93	448.39	23.57	424.82	89.58	%
TOTAL	12,793.46	-	86.93	12,880.39	85.70	12,794.69	89.58	13.28%
<b>CITY OF KERENS</b>								LEVY
CURRENT	70,186.79	2,105.59		68,081.20	(175.44)	68,256.64		236,680.79
DELINQUENT	1,922.35	-	445.76	2,368.11	121.07	2,247.04	421.72	%
TOTAL	72,109.14	2,105.59	445.76	70,449.31	(54.37)	70,503.68	421.72	29.67%
<b>CITY OF CORSICANA</b>								LEVY
CURRENT	619,160.95	-		619,160.95	3,095.95	616,065.00		7,423,814.89
DELINQUENT	28,283.81	-	7,492.78	35,776.59	2,014.60	33,761.99	6,715.81	%
TOTAL	647,444.76	-	7,492.78	654,937.54	5,110.55	649,826.99	6,715.81	8.34%

*JS*

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

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<b>CITY OF BARRY</b>								LEVY
CURRENT	923.73			923.73	4.63	919.10		14,049.36
DELINQUENT	22.76		4.67	27.43	1.28	26.15	5.49	%
TOTAL	946.49	-	4.67	951.16	5.91	945.25	5.49	6.57%
<b>CITY OF EMHOUSE</b>								LEVY
CURRENT	872.91	-		872.91	4.37	868.54		8,384.44
DELINQUENT	139.67		53.06	192.73	13.96	178.77	36.37	%
TOTAL	1,012.58	-	53.06	1,065.64	18.33	1,047.31	36.37	10.41%
<b>CITY OF RICHLAND</b>								LEVY
CURRENT	1,165.56	-		1,165.56	5.81	1,159.75		13,651.68
DELINQUENT	71.29		17.29	88.58	4.68	83.90	17.71	%
TOTAL	1,236.85	-	17.29	1,254.14	10.49	1,243.65	17.71	8.53%
<b>CITY OF GOODLOW</b>								LEVY
CURRENT	598.67	-		598.67	3.01	595.66		2,877.74
DELINQUENT	162.02		58.37	220.39	15.40	204.99	44.08	%
TOTAL	760.69	-	58.37	819.06	18.41	800.65	44.08	20.80%
<b>CITY OF DAWSON</b>								LEVY
CURRENT	8,804.24			8,804.24	44.03	8,760.21		63,435.27
DELINQUENT	704.76		177.53	882.29	47.89	834.40	174.58	%
TOTAL	9,509.00	-	177.53	9,686.53	91.92	9,594.61	174.58	13.87%
<b>CITY-BLOOMING GROVE</b>								LEVY
CURRENT	17,206.84			17,206.84	86.02	17,120.82		84,424.56
DELINQUENT	1,221.74		918.65	2,140.39	235.77	1,904.62	358.01	%
TOTAL	18,428.58	-	918.65	19,347.23	321.79	19,025.44	358.01	20.33%



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

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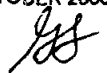
DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MONTHLY ATTY FEES	% CURRENT COLLECTED
<b>BLOOMING GROVE ISD</b>								LEVY
CURRENT	171,904.27			171,904.27	859.51	171,044.76		1,315,359.35
DELINQUENT	18,476.57		6,621.87	25,098.44	1,747.84	23,350.60	4,805.75	%
TOTAL	190,380.84	-	6,621.87	197,002.71	2,607.35	194,395.36	4,805.75	13.08%
<b>DAWSON ISD</b>								LEVY
CURRENT	90,987.34	-		90,987.34	454.96	90,532.38		1,230,122.36
DELINQUENT	10,314.04	-	2,713.83	13,027.87	729.97	12,297.90	2,558.13	%
TOTAL	101,301.38	-	2,713.83	104,015.21	1,184.93	102,830.28	2,558.13	7.40%
<b>RICE ISD</b>								LEVY
CURRENT	108,589.50			108,589.50	543.03	108,046.47		1,096,679.01
DELINQUENT	14,014.06		3,074.03	17,088.09	838.59	16,249.50	3,252.93	%
TOTAL	122,603.56	-	3,074.03	125,677.59	1,381.62	124,295.97	3,252.93	9.91%
<b>NAVARRO COUNTY ESD#1</b>								LEVY
CURRENT	16,771.68			16,771.68	83.72	16,687.96		104,464.88
DELINQUENT				-		-		%
TOTAL	16,771.68	-	-	16,771.68	83.72	16,687.96	-	16.05%
<b>GRAND TOTAL</b>	<b>3,042,475.99</b>	<b>2,105.59</b>	<b>45,907.00</b>	<b>3,086,277.40</b>	<b>44,500.05</b>	<b>3,041,777.35</b>	<b>41,414.34</b>	

MEMO:

TOTAL COLLECTED	<u>3,127,691.74</u>
ROLLBACK TAXES	<u>                    </u>
TAX CERTIFICATES	<u>1,470.00</u>
HOT CK FEES	<u>60.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>10.19%</u>	RICHLAND	<u>8.53%</u>
COLLEGE	<u>10.46%</u>	GOODLOW	<u>20.80%</u>
RICE	<u>13.28%</u>	DAWSON	<u>13.87%</u>
KERENS	<u>29.67%</u>	CITY-BL GROVE	<u>20.33%</u>
CORSICANA	<u>8.34%</u>	B G ISD	<u>13.08%</u>
BARRY	<u>6.57%</u>	DAWSON ISD	<u>7.40%</u>
EMHOUSE	<u>10.41%</u>	RICE ISD	<u>9.91%</u>
N C ESD #1	<u>16.05%</u>		



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

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	1,192,921.79	8.38	1,192,930.17	23,859.48	1,169,070.69	
ROAD & BRIDGE	234,980.45		234,980.45	4,700.09	230,280.36	
FLOOD CONTROL	21,953.11		21,953.11	438.47	21,514.64	
<b>TOTAL</b>	<b>1,449,855.35</b>	<b>8.38</b>	<b>1,449,863.73</b>	<b>28,998.04</b>	<b>1,420,865.69</b>	<b>-</b>
<b>DELINQUENT TAXES</b>						
COUNTY	64,693.65	16,514.76	81,208.41	1,624.32	79,584.09	15,577.84
STATE	-	-	-	-	-	-
ROAD & BRIDGE	12,696.78	3,134.59	15,831.37	316.69	15,514.68	3,038.19
FLOOD CONTROL	1,195.48	298.64	1,494.12	29.74	1,464.38	285.80
<b>TOTAL</b>	<b>78,585.91</b>	<b>19,947.99</b>	<b>98,533.90</b>	<b>1,970.75</b>	<b>96,563.15</b>	<b>18,901.83</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	1,257,615.44	16,523.14	1,274,138.58	25,483.80	1,248,654.78	15,577.84
STATE		-		-		-
ROAD & BRIDGE	247,677.23	3,134.59	250,811.82	5,016.78	245,795.04	3,038.19
FLOOD CONTROL	23,148.59	298.64	23,447.23	468.21	22,979.02	285.80
<b>TOTAL</b>	<b>1,528,441.26</b>	<b>19,956.37</b>	<b>1,548,397.63</b>	<b>30,968.79</b>	<b>1,517,428.84</b>	<b>18,901.83</b>

COUNTY TAX REPORT  
Prepared by Gail Smith  
Navarro County Tax Office



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**HOLIDAYS FOR 2009**

<b>NEW YEAR'S DAY</b>	<b>JANUARY 1 &amp; 2</b>	<b>THURSDAY FRIDAY</b>
<b>MARTIN L. KING, JR.</b>	<b>JANUARY 19</b>	<b>MONDAY</b>
<b>PRESIDENTS' DAY</b>	<b>FEBRUARY 16</b>	<b>MONDAY</b>
<b>GOOD FRIDAY</b>	<b>APRIL 10</b>	<b>FRIDAY</b>
<b>MEMORIAL DAY</b>	<b>MAY 25</b>	<b>MONDAY</b>
<b>INDEPENDENCE DAY</b>	<b>JULY 6</b>	<b>MONDAY</b>
<b>LABOR DAY</b>	<b>SEPTEMBER 7</b>	<b>MONDAY</b>
<b>COLUMBUS DAY</b>	<b>OCTOBER 12</b>	<b>MONDAY</b>
<b>VETERANS' DAY</b>	<b>NOVEMBER 11</b>	<b>WEDNESDAY</b>
<b>THANKSGIVING</b>	<b>NOVEMBER 26 &amp; 27</b>	<b>THURSDAY FRIDAY</b>
<b>CHRISTMAS</b>	<b>DECEMBER 24 &amp; 25</b>	<b>THURSDAY FRIDAY</b>

**COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS**

**RESOLUTION REGARDING TECHNOLOGY FEES**

**WHEREAS**, technology has become an essential and vital element in efficiently conducting the day to day business of county government, and

**WHEREAS**, the costs of maintaining an up to date hardware and software infrastructure that will allow county governments to maintain proficiency in e-government are beyond many county's available financial resources, and

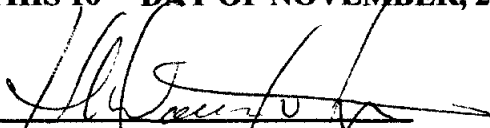
**WHEREAS**, the need for technology is essential to the full and total interface of state and county level agency communication and transfer of data essential to the state government operation, and

**WHEREAS**, a strong technological infrastructure will insure the future of timely and accurate information sharing among all agencies in the state,

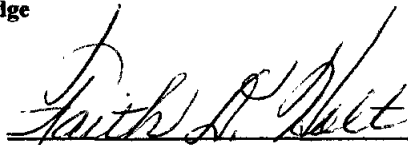
**NOW THEREFORE, BE IT KNOWN AND UNDERSTOOD BY THIS RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, THAT:**


the Navarro County Commissioners Court does hereby request and urge the 81<sup>st</sup> Texas Legislature to pass legislation that would expand the Justice Court Technology Fee (Art. 102.0173, Code of Criminal Procedure) to apply to all Constitutional County Courts, Statutory County Courts at Law and District Courts, and further amend the current statute to direct that the funds collected be used exclusively by these courts for the procurement and advancement of technology within all counties in Texas

**PASSES AND APPROVED THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2008**

  
\_\_\_\_\_  
**H. M. Davenport, Jr.**  
Navarro County Judge

  
\_\_\_\_\_  
**Kit Herrington**  
Commissioner, Precinct # 1

  
\_\_\_\_\_  
**Faith Holt**  
Commissioner, Precinct # 2

  
\_\_\_\_\_  
**William Baldwin**  
Commissioner, Precinct # 3

  
\_\_\_\_\_  
**James Olsen**  
Commissioner, Precinct # 4



TEST:   
\_\_\_\_\_  
**Sherry Dowd**  
County Clerk

**Where As:**

Technology has become an essential and vital element in efficiently conducting the day to day business of county government, and

**Where As:**

The costs of maintaining an up to date hardware and software infrastructure that will allow county governments to maintain proficiency in e-government are beyond many county's available financial resources, and

**Where As:**

The need for technology is essential to the full and total interface of state and county level agency communication and transfer of data essential to the state government operation, and

**Where As:**

A strong technological infrastructure will insure the future of timely and accurate information sharing among all agencies in the state,

**Be it Therefore Resolved:**

That the Navarro County Commissioners Court does hereby request and urge the 81st Texas Legislature to pass legislation that would expand the Justice Court Technology Fee (Art. 102.0173, Code of Criminal Procedure) to apply to all Constitutional County Courts, Statutory County Courts at Law and District Courts, and further amend the current statute to direct that the funds collected be used exclusively by these courts for the procurement and advancement of technology within all counties in Texas.

COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS

RESOLUTION REGARDING OFFICIAL COUNTY EMAIL ADDRESSES

WHEREAS, the necessity exists for any employee or other person considered to be an employee of, or who receives a payroll check through the County of Navarro, to receive OFFICIAL Email from Navarro County, its officials, inter-departmental communications, and/or any other electronic communication that could be considered official, and

WHEREAS, the means of providing said individuals with such Official Email address exists and is appropriate and necessary for Official communication as depicted above or in any other situation, and

WHEREAS, all email communication could be considered subject to the Open Records Act, thus the use of an Official Email address could greatly reduce possible infringement of privacy of individuals using email addresses "other than" the address deemed "Official", and

WHEREAS, the State of Texas, and virtually every company/entity now in existence, REQUIRES the use of an Official Email address by their employees regarding Official business of that entity...

NOW THEREFORE, BE IT KNOWN AND UNDERSTOOD BY THIS RESOLUTION OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, THAT:

ALL individuals who meet the description above shall have an Official Navarro County email address and either the means and/or the necessary information provided, to said persons, to enable its Official use while at work or away from work.

PASSES AND APPROVED THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2008

*[Signature]*  
H. M. Davenport, Jr.  
Navarro County Judge

*[Signature]*  
Kit Herrington  
Commissioner, Precinct # 1

*[Signature]*  
Faith Holt  
Commissioner, Precinct # 2

*[Signature]*  
William Baldwin  
Commissioner, Precinct # 3

*[Signature]*  
James Olsen  
Commissioner, Precinct # 4



TEST: *[Signature]*  
Sherry Dowd  
County Clerk

DEPARTMENT OF THE ARMY  
EASEMENT FOR PUBLIC ROAD OR STREET  
LOCATED ON  
NAVARRO MILLS LAKE  
NAVARRO COUNTY, TEXAS

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to Navarro County, a political subdivision existing under the laws of the State of Texas, hereinafter referred to as the grantee, an easement for a road or street, containing approximately 6.285 acres, on Tracts 213, 214, 215, and 216 at Navarro Mills Lake, over, across, in and upon lands of the United States as identified in Exhibit A, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted in perpetuity.

2. CONSIDERATION

The grantee shall pay in advance to the United States the amount of One Thousand Two Hundred and no/100 dollars (\$1,285.00), in full for the term hereof, payable to the order of the Finance and Accounting officer, Fort Worth District and delivered to Corps of Engineers, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Navarro County, 300 West Third Avenue, Suite 102, Corsicana, Texas 75110 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 17300, Fort Worth, TX 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account there against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

**14. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

**15. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the

arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

**19. PRELIMINARY ASSESSMENT SCREENING**

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon. Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on RESTORATION.

**20. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**21. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

**22. RESTORATION**

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

**23. DISCLAIMER**

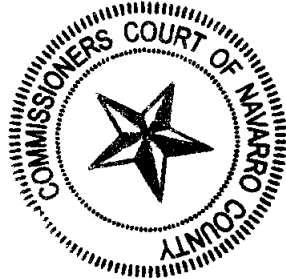
This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions, of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403) Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which

CERTIFICATE OF AUTHORITY

I Sherry Dowd, certify that I am the County Clerk of Navarro County, named as a grantee herein; that H.M. Davenport, who signed this Easement on behalf of Navarro County was then County Judge of Navarro County, and that said Easement No. DACW63-2-09-0526 was duly signed for and on behalf of Navarro County, by authority of its governing body and is within the scope of its legal powers.

Date 11-10-08

Sherry Dowd  
(Name)



County Clerk  
(Title)

AFFIX COMPANY SEAL

NOTE: Please have someone other than the person who signs the Easement, complete and sign this form.





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Maintenance Agreement

Customer NAVARRO COUNTY  
Bill To: Payment Processing  
300 W 3rd Ave  
Corsicana, TX 75110-4672

Customer N TX HIGH INTENSTY  
Install: DRUG TRAFFICING  
8404 Esters Blvd  
Irving, TX 75063-2203

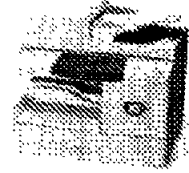


Photo Display Only

Monthly Pricing

Item	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Cost	
1. WCM201 S/N RYU368508  Purchased From: x	\$25.00	N/A	N/A	N/A	- Term: 12 Months - Full Service Maintenance Included
Total	\$25.00	Minimum Payments (Excluding Applicable Taxes)			

RECEIVED

VENDOR: \_\_\_\_\_  
ACCT/P.O. \_\_\_\_\_  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NOV 03 2008

NAVARRO COUNTY  
AUDITOR'S OFFICE

*PB  
FY 08  
RISC  
Equipment  
Contracts*

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and	
Signer: PRINT NAME	Phone: (972)915-9521	<b>Stacey Hines</b> <b>(866)458-1519</b>	
Signature: <i>[Signature]</i>	Date: <u>12/15/08</u>	For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	

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Maintenance Agreement

Terms and Conditions

SOLUTION/SERVICES:

1. PRODUCTS. "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies identified on the face of this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.

2. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described herein, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.

3. MAINTENANCE SERVICES. Xerox (or a designated servicer) will provide the following Maintenance Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Maintenance Services; such Equipment to be designated as "No Svc."). Xerox will make repairs and adjustments necessary to keep Equipment in good working order. Parts required for repairs may be new, reprocessed or recovered. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.

4. INSTALLATION SITE & METER READINGS. The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.

5. EQUIPMENT REPLACEMENT. If Xerox is unable to maintain the Equipment as described, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section there will not be an additional charge for the replacement product and, except as set forth in the Section of this Agreement titled "ANNUAL PRICE INCREASES", there will not be an additional charge for Maintenance Services during the then-current term during which Maintenance Services are being provided.

6. PC/WORKSTATION REQUIREMENTS. In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox, or (2) meets Xerox's published specifications.

7. HOURS & EXCLUSIONS. Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.

8. SOFTWARE LICENSE. The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software"), as well as software identified as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or to any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

A. Xerox grants you a non-exclusive, non-transferable license to use the Base

Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or (c) your license is terminated or expires.

B. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.

9. SOFTWARE SUPPORT. During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software you have licensed from Xerox under the following terms. In order to receive support for Base Software, you agree that title to the Base Software at all times remains solely with Xerox and/or Xerox's licensors and that the Base Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. You further agree that such disabling code may be activated if: (1) Xerox is denied access to the Base Software to periodically reset such code; (2) you otherwise breach any term of this Agreement or the agreement under which the Equipment was acquired; or, (3) your license is terminated or expires. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees).

A. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during Xerox's standard working hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve

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XEROX

## Maintenance Agreement

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coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if you have modified the Base or Application Software.

**10. DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

**PRICING PLAN/OFFERING SELECTED:**

**11. COMMENCEMENT & EXPIRATION.** This Agreement will commence upon acceptance by Xerox and expire on the last day of the 12th, 24th, 36th, 48th or 60th full calendar month thereafter, as applicable.

**12. PAYMENT TERMS.** Invoices are payable upon receipt and payment is due and must be received by Xerox no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.

**13. PAYMENTS.** The Minimum Payment may include a Minimum Number of Prints. The Minimum Payment is billed in advance, with Print Charges for any prints made in excess of the Minimum Number of Prints billed in arrears.

**14. LATE PAYMENT CHARGE.** For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

**15. ANNUAL PRICE INCREASES.** Xerox may annually increase the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%.

**16. TAXES.** You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

**17. RENEWAL.** Unless either party provides notice at least thirty (30) days before the end of the term of its intention not to renew maintenance for any Equipment under this Agreement, it will renew automatically for successive terms of the same number of months, terms and conditions and billing frequency as the original Agreement. Pricing for this renewal term shall be at Xerox's then-current published pricing.

**18. DEFAULT AND REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due, or (2) you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the lesser of the remaining Minimum Payment in the Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements), and, (c) all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

**GENERAL TERMS & CONDITIONS:**

**19. REPRESENTATIONS, WARRANTIES & COVENANTS.** Each party represents that, as of the date of this Agreement, it has the lawful power and authority to enter into this Agreement, the individuals signing this Agreement are duly authorized to do so on its behalf and, by entering this Agreement, it will not violate any law or other agreement to which it is a party. You are not aware of anything that will have a material negative effect on your ability to satisfy your payment obligations under this Agreement and all financial information you have provided, or will provide, to Xerox is true and accurate and provides a good representation of your financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.

**20. LIMITATION OF LIABILITY.** Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The above-stated limitation of liability shall not be applicable to any specific indemnification obligations set forth in this Agreement. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.

**21. CREDIT REPORTS.** You authorize Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.

**22. FORCE MAJEURE.** Xerox shall not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea, inability to secure materials and/or transportation; or a restriction imposed by legislation, or by an order, rule or regulation of any governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

**23. WARRANTY DISCLAIMER & WAIVER.** XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**24. INTELLECTUAL PROPERTY INDEMNITY.** Xerox, at its expense, will defend you from, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights, provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**25. ASSIGNMENT.** (a) If you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if, (1) you are not in default under this Agreement or any other agreement with Xerox; (2) the proposed assignee agrees to the sections of this Agreement titled "PAYMENTS", "TAXES" and "CREDIT REPORTS" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion, and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by you requires the written consent of Xerox and may not be accomplished by operation of law. (b) Xerox may assign this Agreement, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to you; provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require your prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox may, without notice to you, release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services, and you hereby waive and release any assignees of Xerox from any such claim relating to or arising from the performance of Xerox's obligations hereunder. You

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Maintenance Agreement

Terms and Conditions

shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, you shall remit payments due in accordance with remittance instructions of the assignee.

26. MISCELLANEOUS. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for you, the "Bill to" address identified on the face of this Agreement and, for Xerox, the inquiry address set forth on the most recent invoice to you. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Monroe County New York. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial. If a court finds any term of this Agreement to be

unenforceable, the remaining terms of this Agreement shall remain in effect. Both parties may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be admissible in any action to enforce it, but only the Agreement held by Xerox shall be considered an original. Xerox may accept this Agreement either by its authorized signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, etc.). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.

27. REMOTE DATA COLLECTION. Xerox may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data used by Xerox or a designated servicer to support and service the Equipment, or for Xerox billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox.

Navarro County, Texas  
Policy on Approval of Spending by Certain County and Precinct Officers

In accordance with Local Government Code 130.908, the Navarro County Commissioners' Court adopts the following policy effective this 10<sup>th</sup> Day of November, 2008. .

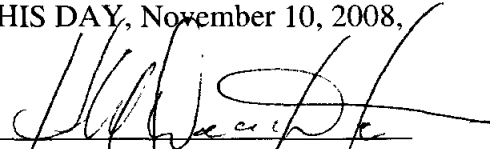
Whenever an Elected or Appointed official of Navarro County is not re-elected, re-appointed or removed from office, the office holder shall be prohibited from spending over 1/12 of each budgeted line item per month, any expenditure that goes over this amount must be pre-approved by the Navarro County Commissioners' Court.

The County Auditor in the event of such an occurrence will notify the official regarding this policy and inform them of the allowable amounts. The Auditors' office shall monitor expenditures to ensure compliance.

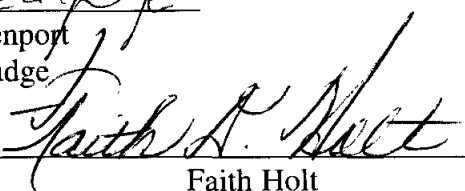
In the event the officeholder refuses to follow this policy, the County Auditor will place a freeze on all expenditures until Commissioner's Court is able to resolve the issue.

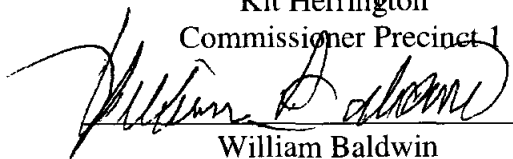
Local Government Code 130.908 APPROVAL OF SPENDING BY CERTAIN COUNTY AND PRECINCT OFFICERS. If an incumbent county or precinct officer is not re-nominated or is not reelected to the county or precinct office of a county, during the time following the date the results of the official canvass of the primary or election returns are announced, the commissioners court must approve any expenditure by the incumbent county or precinct officer who was not re-nominated or reelected that is over an amount set by the commissioners court.

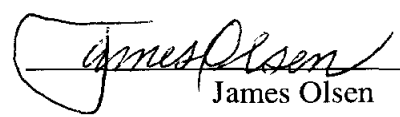
APPROVED AND SIGNED THIS DAY, November 10, 2008,

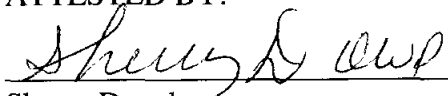
  
\_\_\_\_\_  
H. M. Davenport  
County Judge

  
\_\_\_\_\_  
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

