

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY JANUARY 12TH, 2009 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID B. WARREN, AND JAMES OLSEN.

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS WERE MADE BY DAN WILKIE, JOHN CURTIS,
DENNIS DONOHO

CONSENT AGENDA

MOTION TO APPROVE ITEMS 5-11 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETINGS OF JANUARY 8TH, 2009, DECEMBER 19TH, 2008,
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR
7. MOTION TO APPROVE THE MINUTES OF THE OCTOBER 2, 2008 PLANNING AND ZONING MEETING **TO WIT: PG 412A**
8. MOTION TO APPROVE A SPECIFIC USE PERMIT # 08-395 FOR PAUL WILBUR. THE REQUEST IS FOR THE USE OF A TRAVEL TRAILER WHILE HIS HOME IS UNDER CONSTRUCTION ON LOT 23 OF RUSTLINGS OAKS PHASE III
9. MOTION TO APPROVE A SPECIFIC USE PERMIT # 08-399 FOR LESTER THOMAS. THIS REQUEST IS FOR A 10' BY 12' STORAGE BUILDING TO BE LOCATED ON LOT 3 BLK. A OF RUSTLING OAKS PHASE III

10. MOTION TO APPROVE A SPECIFIC USE PERMIT # 08-401 FOR BRENDA LOTS. THIS REQUEST IS FOR A 10'X14' STORAGE BUILDING TO BE LOCATED ON LOT 11, BLK. A OF RUSTLING OAKS PHASE III
11. MOTION TO APPROVE REPLAT OF LOTS 20 AND 21 OF THE SHORES PHASE I BY LUIS GERVARA

REGULAR AGENDA ITEMS

12. MOTION TO APPROVE APPOINTMENT OF RALPH BLOCK TO REPLACE EXPIRED TERM OF BILL SPAE BOARD MEMBER FOR NCESD # 1 BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE CESSATION OF MAINTENANCE OF COUNTY ROAD WITHIN CITY LIMITS OF KERENS AND TRANSFER OF OWNERSHIP OF THE PARTIAL RIGHT-OF-WAY THE COUNTY OWNS OF THE SAME ROADWAY TO THE CITY OF KERENS BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE APPOINTMENT FOR DEPUTY CONSTABLE FOR PRECINCT # 4. APPOINTED DAVE GARRETT AS DEPUTY CONSTABLE FOR PRECINCT # 4 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE REQUEST BY CONSTABLE, PRECINCT # 4 BY OLSEN SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE BUDGET AMENDMENT FOR REQUEST BY CONSTABLE. PRECINCT # 4. **TO WIT: PG 413**
BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE REQUEST BY DAVID FOREMAN, CONSTABLE, PRECINCT #2 BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE BUDGET AMENDMENT FOR REQUEST BY CONSTABLE, DAVID FOREMAN
NO ACTION TAKEN

19. MOTION TO APPROVE TAX REPORT FROM RUSSELL HUDSON BY WARREN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT: PG 416**
20. MOTION TO APPROVE TREASURE'S REPORT FROM RUBY COKER BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT: PG 421**
21. MOTION TO REINSTATE THE BURN BAN BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
22. MOTION TO APPROVE A REPLAT OF LOTS 30 AND PART OF 29 OF ARROWHEAD BY CARL WELLS. MOTION DENIED BY WARREN SEC BY JUDGE DAVENPORT
MOTION DID NOT CARRY
23. MOTION TO APPROVE SPECIFIC USE PERMIT #08-400 FOR XTO ENERGY, INC. THIS REQUEST IS FOR A GAS WELL TO BE LOCATED IN THE GATLIN GAS UNIT LOCATED OFF SE 1230 BY WARREN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
24. MOTION TO APPROVE SPECIFIC USE PERMIT 08-402 FOR XTO ENERGY, INC. THIS REQUEST IS FOR A GAS WELL TO BE LOCATED IN THE NEWMAN GAS UNIT LOCATED OFF SE 2210 BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
25. MOTION TO APPROVE SPECIFIC USE PERMIT 08-403 FOR XTO ENERGY, INC. THIS REQUEST IS FOR A GAS WELL TO BE LOCATED IN THE FULLWOOD GAS UNIT LOCATED OFF SE 3140 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
26. MOTION TO APPROVE A RESOLUTION REGARDING UNDERGROUND WATER DISTRICT AGREEMENT
BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT: PG 422**
27. MOTION TO APPROVE DECLARATION OF OLD, OUTDATED COMPUTER AND RELATED ELECTRONIC EQUIPMENT AS SALVAGE. BY HOLT SEC BY WARREN

ALL VOTED AYE MOTION CARRIED

28. MOTION TO APPROVE CHANGING OF THE COUNTY MILEAGE RATE TO .55 CENTS PER MILE EFFECTIVE JANUARY 12, 2009 BY OLSEN SEC BY JUDGE DAVENPORT
ALL VOTED AYE MOTION CARRIED
 29. MOTION TO APPROVE UNIFORM CONTRACT WITH G & K SERVICES BY HOLT SEC BY HERRINGTON **TO WIT: PG 424**
ALL VOTED AYE MOTION CARRIED
 30. MOTION TO APPROVE GRANT APPLICATION FOR VICTIM IMPACT COORDINATOR ON BEHALF OF THE DISTRICT ATTORNEYS OFFICE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
 31. MOTION TO APPROVE UPGRADE OF XEROX CONTRACT FOR ADULT PROBATION DEPARTMENT **TO WIT: PG 436**
BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
 32. MOTION TO APPROVE GOING INTO EXECUTIVE SESSION BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
 33. MOTION TO APPROVE COMING OUT OF EXECUTIVE SESSION BY WARREN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
 34. MOTION TO GO BACK INTO REGULAR SESSION BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
- NO ACTION TAKEN
35. MOTION TO ADJOURN BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 26 DAY OF JANUARY 2009.

JUDGE HM DAVENPORT

[Handwritten signature]

COMR.PCT.1 KIT HERRINGTON

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COMR.PCT.2 FAITH HOLT

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COMR.PCT.3 DAVID "BUTCH" WARREN

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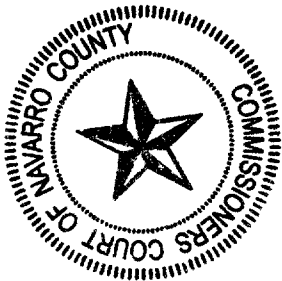
COMR.PCT.4 JAMES OLSEN

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I, SHERRY DOWD, NAVARRO COUNTY CLERK ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDNG FOR JANUARY 12TH, 2009.

SIGNED 26 DAY OF JANUARY 2009.

[Handwritten signature]
SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Vicki Stoecklein - Administrator

Becky Garrett - Addressing

Stanley Young - Environmental Services

Robert Gray - Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

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Phone: (903) 875-3312

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PLANNING AND ZONING COMMISSION MINUTES

October 2, 2008

5.30 P.M.

The meeting was called to order with seven members present. In the absence of the Chairman and the Vice Chairman, Commissioner Irvine presided. The roll was called and the attendance was as follows:

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

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

Item #2 on the agenda was consideration of the minutes of the September 4, 2008 Planning and Zoning meeting. Motion to approve Commissioner White, second by Commissioner Newton, all voted aye.

Item # 3 on the agenda was a final plat for The Shores on Richland Chambers Phase 9 by Texas Land and Lakes, Ltd. This property consists of 123.1 acres in the Robert Caradine survey with 22 lots located off S. Hwy 287. Motion to approve by Commissioner White, contingent upon a minor change to the plat to reflect the location of a private lake and submittal of a letter of credit for the installation of water, second by Commissioner Smith. All voted aye.

Page 2
Planning and Zoning
October 2, 2008

Item #4 on the agenda was a final plat for The Shores on Richland Chambers Phase 10 by Texas Land and Lakes, Ltd. This property consists of 30.08 acres in the Robert Caradine survey with 28 lots located of S. Hwy 287. Motion to approve by Commissioner Baldwin, contingent upon the submittal of a letter of credit for the installation of water, second by Commissioner Chapman, all voted aye.

Item #5 on the agenda was specific use permit #08-395 for Paul Wilbur. This request is for the use of a travel trailer while his home is under construction on lot 23 of Rustling Oaks Phase III. The applicant withdrew his application.

Item # 6 on the agenda was specific use permit #08-398 for XTO Energy, Inc. This request is for a gas well (Boyd Farms Gas Unit) to be located on FM 2859. There are no county roads involved and the surface owner has requested a barb wire fence in lieu of the required chain link with mesh slats. Motion to approve by Commissioner Smith, with a variance for the fence, second by Commissioner Newton, all voted aye.

Item #7 on the agenda was a replat of lots 17, 18 and part of 16 of Francisco Bay by Douglas Torr. All requirements had been met. Motion to approve by Commissioner Smith, second by Commissioner Newton, all voted aye.

Item # 8 on the agenda was specific use permit #08-396 for Bob Singleton. This request is for a used office trailer to be used on property located at 10401 S. Hwy 287. The applicant withdrew his application.

Item # 9 on the agenda was specific use permit #08-374 for Mike Thurman. This request is for an increase in size of the permitted structure from 10'x12' to 12'x16'. Motion by Commissioner Newton to approve, second by Commissioner Watkins, all voted aye.

Item # 10 on the agenda was specific use permit # 08-397 for Tesla Exploration, Inc. This request is for seismic testing to be along the portion of S. Hwy 287 that is included in the Navarro County zoning jurisdiction. Motion to approve by Commissioner Newton, second by Commissioner Watkins, all voted aye.

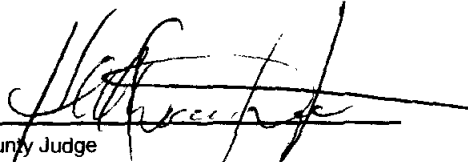
Adjourn.

NAVARRO COUNTY, TEXAS
BUDGET AMENDMENT
SUBMITTED FOR APPROVAL JANUARY 12, 2009

In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2009 Operating Budget are submitted for your consideration and approval:


<u>DEPARTMENT</u>	<u>CATEGORY</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>General Fund</u>			
101-554-204	Group Medical Insurance	5,640	
101-554-312	Operating Supplies	200	To provide operating expenses for Constable - Pct 4
101-554-370	Gas & Oil	2,000	
101-554-428	Travel & Training	1,000	
101-554-445	Repairs & Maintenance	3,000	
	Net Budget Adjustment	<u>\$ 11,840</u>	


APPROVED this 12th day of January, 2009



County Judge

ATTEST:



County Clerk
By: 

As the new Constable for Pct 4 I had no input in the 2009 budget. The budget was complete and request made by the out going Constable.

I intend to work daily to perform the duties of the office of Constable as defined by the statues of the Commissioners Court.

I am requesting an amendment of my budget on the operation side. I am not requesting an amendment to the salary.

Duties of a Constable include services to the Justice Court and duties assigned as a peace officer.

To perform these duties I have need of a vehicle. Sheriff Cotton has been very helpful by allowing me to use one of the old Sheriff Department patrol units. This unit will be used to serve all papers from the Justice Court and perform my duties assigned as a peace officer. I will be available to receive calls for service in pct 4 or anywhere in the county.

I need a budget amendment to items 312,370,428, and 445 to enable me to perform these duties.

Item 312 Operating Supplies

Requesting amount	\$200.00
Receiving date stamp	44.95
Column pad 2	6.45
App daily log	20.19
Total	71.59

Has already been purchased out of pocket

Business cards- constable with office number 44.95 out of pocket.

Item 370 Gas and Oil

Budgeted \$0

Request an amendment to \$2000

Fuel need to operate a vehicle to perform my duties

Oil change at least 2 times

Item 428 Travel/Conference/Training

Budgeted \$0

Requested amended budget amount \$1000

As a new constable I will need to attend training school to enable me to properly perform my duties. Some training is mandated by TeClose as a peace officer.

Item 445 Repairs and Maintenance

Budgeted \$0

Requested amended budget amount \$3000

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I currently need 4 tires and a front end alignment on the patrol unit. It is unknown what other expenses will occur as the patrol unit has 160,000 miles on the odometer. I need to purchase lettering to change from Sheriff Department to Constable on the patrol unit.

I request the court to consider this request so that I will be able to perform my duties. As I have stated before being elected I will be a full time Constable. I will check in daily with the Justice Court and Sheriff department. I will serve all process and warrants assigned and provide additional peace officer duties for pct 4.

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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
DECEMBER 2008

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NAVARRO COUNTY								LEVY
CURRENT	3,293,271.47		98.09	3,293,369.56	65,869.87	3,227,499.69		14,028,657.92
DELINQUENT	39,311.22		11,881.90	51,193.12	1,023.96	50,169.16	9,762.48	%
TOTAL	3,332,582.69	-	11,979.99	3,344,562.68	66,893.83	3,277,668.85	9,762.48	23.48%
NAVARRO COLLEGE								LEVY
CURRENT	680,862.87			680,862.87	3,403.04	677,459.83		2,886,499.94
DELINQUENT	8,322.11	-	2,519.58	10,841.69	671.40	10,170.29	2,110.66	%
TOTAL	689,184.98	-	2,519.58	691,704.56	4,074.44	687,630.12	2,110.66	23.59%
CITY OF RICE								LEVY
CURRENT	19,666.49	-		19,666.49	98.31	19,568.18		93,480.90
DELINQUENT	937.08		235.43	1,172.51	63.53	1,108.98	244.54	%
TOTAL	20,603.57	-	235.43	20,839.00	161.84	20,677.16	244.54	21.04%
CITY OF KERENS								LEVY
CURRENT	36,977.32	430.91		36,546.41	77.18	36,469.23		236,680.79
DELINQUENT	3,370.76	-	1,631.51	5,002.27	424.72	4,577.55	931.84	%
TOTAL	40,348.08	430.91	1,631.51	41,548.68	501.90	41,046.78	931.84	15.62%
CITY OF CORSICANA								LEVY
CURRENT	1,736,759.67	-		1,736,759.67	8,683.89	1,728,075.78		7,423,814.89
DELINQUENT	10,506.28	-	2,895.54	13,401.82	776.35	12,625.47	2,579.80	%
TOTAL	1,747,265.95	-	2,895.54	1,750,161.49	9,460.24	1,740,701.25	2,579.80	23.39%

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

CITY OF BARRY								LEVY
CURRENT	2,774.10			2,774.10	13.86	2,760.24		14,049.36
DELINQUENT	123.54		28.41	151.95	7.72	144.23	30.39	%
TOTAL	2,897.64	-	28.41	2,926.05	21.58	2,904.47	30.39	19.75%
CITY OF EMHOUSE								LEVY
CURRENT	1,209.27	-		1,209.27	6.04	1,203.23		8,384.44
DELINQUENT	7.01		14.16	21.17	3.58	17.59	3.18	%
TOTAL	1,216.28	-	14.16	1,230.44	9.62	1,220.82	3.18	14.42%
CITY OF RICHLAND								LEVY
CURRENT	2,216.99	-		2,216.99	11.06	2,205.93		13,651.68
DELINQUENT	52.41		12.06	64.47	3.28	61.19	12.89	%
TOTAL	2,269.40	-	12.06	2,281.46	14.34	2,267.12	12.89	16.24%
CITY OF GOODLOW								LEVY
CURRENT	170.71	-		170.71	0.88	169.83		2,877.74
DELINQUENT	69.90		19.37	89.27	5.19	84.08	17.82	%
TOTAL	240.61	-	19.37	259.98	6.07	253.91	17.82	5.93%
CITY OF DAWSON								LEVY
CURRENT	13,238.53			13,238.53	66.21	13,172.32		63,435.27
DELINQUENT	195.96		90.87	286.83	23.69	263.14	54.48	%
TOTAL	13,434.49	-	90.87	13,525.36	89.90	13,435.46	54.48	20.87%
CITY-BLOOMING GROVE								LEVY
CURRENT	18,469.94			18,469.94	92.39	18,377.55		84,424.56
DELINQUENT	1,006.37		306.75	1,313.12	81.73	1,231.39	262.61	%
TOTAL	19,476.31	-	306.75	19,783.06	174.12	19,608.94	262.61	21.88%

4.
 NAVARRO COUNTY, TEXAS
 AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING

419

								LEVY
BLOOMING GROVE ISD								
CURRENT	318,468.18			318,468.18	1,591.81	316,876.37		1,315,359.35
DELINQUENT	5,445.86		1,689.89	7,135.75	449.74	6,686.01	1,383.26	%
TOTAL	323,914.04	-	1,689.89	325,603.93	2,041.55	323,562.38	1,383.26	24.21%
DAWSON ISD								LEVY
CURRENT	479,996.41	-		479,996.41	2,400.09	477,596.32		1,230,122.36
DELINQUENT	6,835.05	-	2,987.21	9,822.26	781.06	9,041.20	1,811.29	%
TOTAL	486,831.46	-	2,987.21	489,818.67	3,181.15	486,637.52	1,811.29	39.02%
RICE ISD								LEVY
CURRENT	281,779.18			281,779.18	1,409.12	280,370.06		1,096,679.01
DELINQUENT	13,104.44		3,509.21	16,613.65	942.86	15,670.79	3,157.44	%
TOTAL	294,883.62	-	3,509.21	298,392.83	2,351.98	296,040.85	3,157.44	25.69%
NAVARRO COUNTY ESD#1								LEVY
CURRENT	22,691.66			22,691.66	113.38	22,578.28		104,464.88
DELINQUENT				-		-		%
TOTAL	22,691.66	-	-	22,691.66	113.38	22,578.28	-	21.72%
GRAND TOTAL	6,997,840.78	430.91	27,919.98	7,025,329.85	89,095.94	6,936,233.91	22,362.68	

MEMO:

TOTAL COLLECTED	<u>7,047,692.53</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>470.00</u>
HOT CK FEES	<u>20.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>39.35%</u>	RICHLAND	<u>27.57%</u>
COLLEGE	<u>39.77%</u>	GOODLOW	<u>33.89%</u>
RICE	<u>41.15%</u>	CITY-DAWSON	<u>43.35%</u>
KERENS	<u>51.83%</u>	CITY-BL GROVE	<u>48.30%</u>
CORSICANA	<u>37.49%</u>	BG ISD	<u>42.37%</u>
BARRY	<u>41.02%</u>	DAWSON ISD	<u>51.58%</u>
EMHOUSE	<u>27.43%</u>	RICE ISD	<u>42.73%</u>
N C ESD #1	<u>43.65%</u>		

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

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	2,706,044.68	98.09	2,706,142.77	54,124.77	2,652,018.00	
ROAD & BRIDGE	534,819.80		534,819.80	10,697.53	524,122.27	
FLOOD CONTROL	52,406.99		52,406.99	1,047.57	51,359.42	
TOTAL	3,293,271.47	98.09	3,293,369.56	65,869.87	3,227,499.69	-
DELINQUENT TAXES						
COUNTY	32,573.80	9,927.66	42,501.46	850.12	41,651.34	8,054.93
STATE	-	-	-	-	-	-
ROAD & BRIDGE	6,153.41	1,783.94	7,937.35	158.86	7,778.49	1,559.53
FLOOD CONTROL	584.01	170.30	754.31	14.98	739.33	148.02
TOTAL	39,311.22	11,881.90	51,193.12	1,023.96	50,169.16	9,762.48
TOTAL ALLOCATION						
COUNTY	2,738,618.48	10,025.75	2,748,644.23	54,974.89	2,693,669.34	8,054.93
STATE		-		-		-
ROAD & BRIDGE	540,973.21	1,783.94	542,757.15	10,856.39	531,900.76	1,559.53
FLOOD CONTROL	52,991.00	170.30	53,161.30	1,062.55	52,098.75	148.02
TOTAL	3,332,582.69	11,979.99	3,344,562.68	66,893.83	3,277,668.85	9,762.48

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

420

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

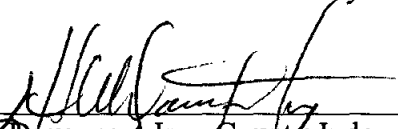
COUNTY OF NAVARRO

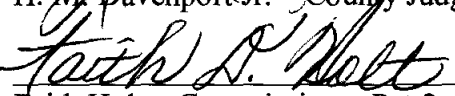
Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable David Warren,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


I, Ruby Coker, the Navarro County Treasurer, on this 12th day of January, 2009 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on November 30, 2008 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,485,346.11. Also, other assets totaling \$4,626,737.23 are being held by the Treasurer's office. The total interest for all accounts for the month of November, 2008 was \$10,027.78. The total disbursements for the month of November, 2008 were \$2,967,666.14. 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.

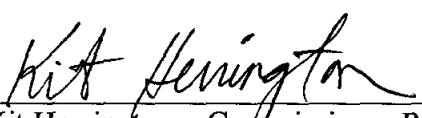
Signed and executed this 12th day of January, 2009.

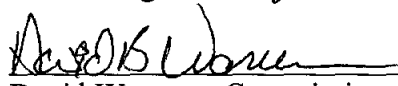


H. M. Davenport Jr. - County Judge


Faith Holt - Commissioner Pct 2


James Olsen - Commissioner Pct 4

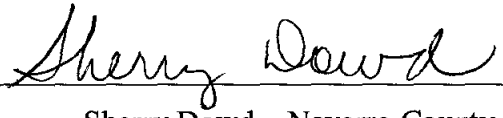



Kit Herrington - Commissioner Pct 1


David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 12th day of January, 2009 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

ATTEST



Sherry Dowd - Navarro County Clerk
By: 

FILED FOR RECORD
AT 11:45 O'CLOCK *am*
JAN 12 2009
SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY *JD* DEPUTY

422

422

**RESOLUTION OF THE NAVARRO COUNTY
COMMISSIONER'S COURT**

REGARDING INCLUSION IN A GROUNDWATER CONSERVATION DISTRICT

THE STATE OF TEXAS
COUNTY OF NAVARRO

§
§
§

WHEREAS, Navarro County was recently considered by the Texas Commission on Environmental Quality ("TCEQ") to be designated as part of a Priority Groundwater Management Area ("PGMA"), but was not designated as such by TCEQ at this time due to Navarro County's present low groundwater use;

WHEREAS, Ellis, Johnson, Hill and Somervell Counties have each been designated as part of a PGMA by the TCEQ pursuant to Chapter 35 of the Texas Water Code and Title 30, Texas Administrative Code, § 293.19 and §294.41, which means that the counties are experiencing or are expected to experience critical groundwater declines in the next 25 years; and

WHEREAS, by operation of law, the PGMA designation requires the TCEQ to create a groundwater conservation district in Ellis, Johnson, Hill and Somervell Counties, and other counties included in the PGMA designation, likely including other heavily-populated counties in the region, within two years of such designation unless the counties take the initiative to create their own district(s) before the expiration of the two-year period; and

WHEREAS, Ellis, Johnson, Hill and Somervell Counties have coordinated and cooperated with Navarro County regarding the creation of a regional groundwater conservation district, and support the creation of a regional groundwater conservation district in their four counties through legislative action during the 81st Legislative Session and support the inclusion of Navarro County in such regional district with equal representation if Navarro County is ever designated by TCEQ as part of a PGMA in the future; and

WHEREAS, Navarro County supports the creation of a regional groundwater conservation district and is in favor of having the option of joining Ellis, Johnson, Hill and Somervell Counties as a member of that district if Navarro County is ever designated as part of a PGMA by the TCEQ; and

WHEREAS, Navarro County has similar regional interests to Ellis, Johnson, Hill and Somervell Counties and recognizes the numerous advantages, administrative savings, and overall efficiency in joining an existing groundwater district comprised of these four counties, as well as the benefits of being part of a groundwater conservation district where it would have equal representation on the board of directors, which would not likely be the case in a TCEQ-created district; and

WHEREAS, groundwater conservation districts may be created by the landowner petition process to the TCEQ, through petition to join an adjacent groundwater conservation district,

creation of mandatory district boundaries by the TCEQ through the PGMA process, or creation through action of the Texas Legislature; and

WHEREAS, Navarro County recognizes the many benefits that joining a regional groundwater conservation district created through the legislative process rather than TCEQ action will have on the citizens and local vitality of Navarro County if it is ever designated as part of a PGMA; and

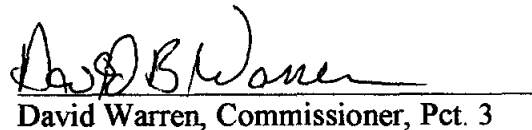
WHEREAS, Navarro County, in addition to Ellis, Johnson, Hill and Somervell Counties, is in favor of creation of a regional fee-based district rather than a tax-based district and desire to include the oil and gas industry in all regulation by the groundwater conservation district as opposed to the exemptions provided to the oil and gas industry if a groundwater conservation district were created by the TCEQ; and


NOW, THEREFORE, BE IT RESOLVED, that the Commissioner's Court of Navarro County supports the creation of a four-county, fee-based groundwater conservation district comprised of Ellis, Johnson, Hill and Somervell Counties during the 81st Regular Session of the Texas Legislature that allows for Navarro County to have the option of joining such district in the future if it is ever designated as part of a PGMA, and that allows for regulation of water use by the oil and gas industry like other large producers of groundwater.

Passed and adopted by the Navarro County Commissioner's Court, in witness thereof, signed the 12 day of January, 2009.

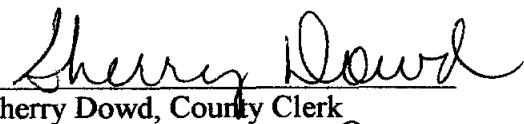

H.M. Davenport, County Judge

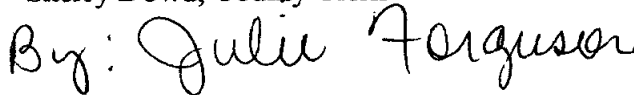

Kit Herrington, Commissioner Pct. 1


David Warren, Commissioner, Pct. 3


Faith Holt, Commissioner Pct. 2


James Olsen, Commissioner Pct. 4

ATTEST: 
Sherry Dowd, County Clerk

By: 

424 424



AGREEMENT FOR SUPPLY OF G&K SERVICES
BUY BOARD MEMBER FOR NAVARRO COUNTY

This Agreement, including the terms below, on the reverse, and on any attached written addenda and any added verbally as described below, all of which are incorporated by this reference, ("Agreement") is entered into between Customer and G&K Services ("G&K"), as of the Effective Date. Customer and Effective Date are identified below.

1. **G&K Agrees With Customer:**

- To provide services ("Services") and merchandise ("Merchandise") listed on any attached Addenda, or added verbally or in a separate writing by Customer
- To provide **G&K Service Guarantees**.
 - G&K will deliver all Merchandise to Customer, picked-up by G&K on a regularly scheduled delivery day, by the next scheduled delivery day;
 - G&K will clean all Merchandise using high standards in laundering methods;
 - G&K will inspect, repair and deliver to Customer, on the next scheduled delivery day, all Merchandise needing repair that can reasonably be repaired;
 - G&K will deliver to Customer all Merchandise in a clean and useable condition on the next scheduled delivery day;
 - G&K will deliver to Customer, on the next regularly scheduled delivery day, replacement or additional uniforms ordered of a similar size and color as those in service at Customer, provided G&K receives the order on a regular delivery day;
 - G&K will replace worn-out Merchandise on the next regularly scheduled delivery day with Merchandise meeting G&K's high quality standards, at no additional charge to Customer except for Merchandise damaged or lost and except for charges for preparation, nametags or emblems, and embroidery;
- To issue a credit to Customer's account equal to the weekly charge for the item of Merchandise affected, to the extent G&K Service Guarantees are unmet.
- To review with Customer its account for Services and Merchandise as needed or upon request.
- To remain committed to meeting or exceeding Customer's needs, and to respond to any Customer service request or concern within 48 business hours after receipt by a G&K representative.

If G&K materially fails to provide Services or Merchandise required under this Agreement, Customer will deliver written details of the failure to the G&K office serving Customer, and G&K then has 60 days to correct it. The failure will be considered corrected unless within 10 days after this sixty-day period Customer delivers to the G&K facility serving Customer a second written notice showing the failure is continuing. If this Agreement then is cancelled, Customer will pay G&K all amounts then due, return all rental items to G&K in good and usable condition, and pay the replacement value for all lost, damaged and/or unreturned rental items.

2. **Customer Agrees With G&K:**

- Customer has no commitment to any other company for Services or Merchandise described in or otherwise covered under this Agreement, the individual signing for Customer is authorized to enter into this Agreement on Customer's behalf, and this Agreement, when signed on behalf of Customer will constitute a legal binding obligation of Customer, enforceable against Customer;
- To order from G&K all its requirements for the type of Merchandise and Services covered under this Agreement during the time this Agreement is in effect;
- To pay the fees for all Merchandise and Services supplied by G&K under this Agreement, based on 52 weeks per year of service, as follows:
 - In cash on the regular delivery day or, if G&K has approved credit for Customer, within 10 days after the date of each invoice delivered; provided that G&K may, at any time, convert any account to a cash on delivery basis;
 - Annual increases in prices as invoiced by G&K for Merchandise and Services at the rate of 2% each June 1st
 - All charges shown on G&K invoices for additional items, such as additional orders for Merchandise and Service, charges for any embroidery, seasonal changeovers, exchanges, outsizes, automatic replacement, Image Guard program, special services programs, replacement values for Merchandise lost or damaged (ordinary wear and tear excepted) while in possession of Customer.
 - At any time while this Agreement is in effect, a minimum of 75% of the average weekly fees invoiced by G&K to Customer during (a) the first 8 week period under this Agreement, or (b) any lesser period from commencement of this Agreement if Customer has not yet had 8 weeks of weekly invoices;
 - A monthly service charge on all past due amounts equal to the lesser of 18% per annum or the highest rate permitted by law; and
 - G&K's then current replacement values for all embroidered or permanently embellished, non-standard and/or unreturned Merchandise provided to Customer by G&K under this Agreement at the time this Agreement expires or is terminated for any reason
- To notify G&K in advance of service of anything that may pose a health or environmental hazard, as for example Merchandise containing lead or blood borne pathogens, except as approved in advance by G&K in writing;
- To be responsible for and hold G&K harmless from any claim arising from use of the Merchandise by Customer; and
- To take whatever steps are necessary to assign this Agreement to any successor to Customer if Customer or Customer's business, assets or capital stock is sold or taken over by another party, and to notify G&K in writing of any assignment.

3. **Term: Renewal: Early Termination.**

- This Agreement takes effect as of the Effective Date and continues for the term of 36 months ("Initial Term") from the later of (a) the Effective Date or (b) the date G&K first delivers Merchandise to Customer, and then renews automatically and continuously for successive periods of 12 months each ("Renewal Term"), unless either party gives the other party written notice of non-renewal at least 90 days, but no more than 180 days, prior to expiration of the Initial Term or any Renewal Term. Notwithstanding the foregoing, each Customer that signs a local service agreement with G&K will be subject to the minimum term of service in the applicable service agreement, which may be no shorter than thirty-six (36) months subject to the non-appropriations clause as outlined in the proposal instructions

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHED ADDENDA, ARE A PART OF THIS AGREEMENT.
THIS AGREEMENT IS NOT BINDING ON G&K UNTIL SIGNED BY G&K MANAGEMENT BELOW.

Customer Name NAVARRO COUNTY

Address X 300 W. 3rd Ave / Corsicana, TX

Accepted By X [Signature]

Name and Title (printed) X H.M. DAVENPORT, JR.
NAVARRO Co. Judge.

Effective Date X _____, 200_____

G&K SERVICES

Sales Signature [Signature]

Printed Name and Title DELFO RD JOHNNENE TSE

Management Signature _____

Printed Name and Title _____

Route _____, Day _____ Customer Number _____

A. EARLY TERMINATION.

Customer may terminate this Agreement for his own convenience at any time, provided that Customer must give written notice to G&K at least 90 days, but no more than 180 days, prior to the effective date of termination stated by Customer in the notice, complies with the requirements of Paragraph E below, and pays an Early Termination Fee. The Early Termination Fee is intended to provide to G&K a return on its investment in Customer's image program and shall be calculated, as follows: multiply the number of weeks remaining in the Initial Term or Renewal Term, as the case may be, following the date of termination by either (a) an amount equal to 50% of the average weekly amounts invoiced by G&K to Customer during the 8 weeks preceding the date of Customer's notice of termination, or (b) if Customer terminates this Agreement before Customer has 8 weeks of average weekly invoices, by an amount equal to 50% of average weekly invoices for any lesser period of time. In the event Customer fails in any of its commitments under this Agreement, G&K may suspend its performance or terminate this Agreement within 30 days after the date G&K provides notice to Customer of the failure, in which case Customer will meet each of the conditions described in this paragraph, including paying G&K the Early Termination Fee.

B. CUSTOMER ACKNOWLEDGES THAT G&K HAS INVESTED IN MERCHANDISE AND PERSONNEL IN RELIANCE ON THIS AGREEMENT, THAT G&K IS ENTITLED TO A RETURN ON THIS INVESTMENT, AND THAT THE PAYMENT OF FEES AND CHARGES, INCLUDING THE EARLY TERMINATION FEE, REPRESENT THIS RETURN ON INVESTMENT OVER THE TERM OF THIS AGREEMENT.

C. All rental Merchandise supplied to Customer under this Agreement remains the property solely of G&K

D. G&K MAKES NO WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MERCHANDISE OR THE SERVICES SUPPLIED UNDER THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE APPROPRIATE FOR CUSTOMER AND ACKNOWLEDGES THE MERCHANDISE SUPPLIED UNDER THIS AGREEMENT IS SUPPLIED FOR GENERAL PURPOSES, UNLESS SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT", "FLAME RESISTANT" OR FOR OTHER SPECIAL PURPOSE. G&K MAY NOT BE THE MANUFACTURER OF THE MERCHANDISE AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, REGARDING THE QUALITY, SAFETY OR SUITABILITY OF THIS MERCHANDISE FOR USE BY CUSTOMER.

E. As of the effective date of any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all Merchandise in good and usable condition or pay G&K's replacement value for any Merchandise not returned or that is returned in damaged condition, will purchase at G&K's then replacement value all embroidered, permanently embellished, non-standard or special order Merchandise, and will pay to G&K all amounts owed to that date under this Agreement, including, without limitation, all accounts receivable, replacement value for all lost or damaged Merchandise, plus, if applicable, the Early Termination Fee.

F. Any claim or dispute between the parties, arising from, or relating to, this Agreement will be governed by Texas law, without regard to its conflicts of law provisions. Any claim or dispute must be resolved only as provided in this Section. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to promptly resolve the claim or dispute, including by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. If the parties are unable to resolve the dispute through negotiation, then G&K may elect to require a mediation of the dispute through a neutral party under rules of an established mediation center. Each provision of this paragraph is enforceable by any court having jurisdiction over the parties, and either party may seek injunctive relief for this purpose. Customer will reimburse G&K for all costs, including attorneys' fees, incurred by G&K to enforce the commitments of Customer under this Agreement and this paragraph.

G. Any interruption of G&K's usual operations, or delay or termination of service provided in this Agreement, by reason of acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of G&K, will not be considered a failure or a liability under this Agreement.

H. THE REMEDIES FOR CUSTOMER DESCRIBED IN THIS AGREEMENT ARE THE SOLE REMEDIES FOR G&K'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND, IN ANY EVENT, G&K'S LIABILITY FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE PRICE OF FEE PAID FOR AN ITEM OF MERCHANDISE THAT FAILS TO COMPLY WITH G&K'S GUARANTEE. G&K IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST WAGES, REVENUE, PROFIT, OPPORTUNITY, DATA OR LOSS OF USE), EXEMPLARY OR PUNITIVE DAMAGES.

I. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement and supersedes all prior oral or written agreements between the parties regarding the matters covered by this Agreement. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement. No amendments to this Agreement will be binding unless in writing signed by representatives of both parties having the apparent authority to do so or as otherwise indicated in this Agreement.

J. All notices permitted or required under this Agreement must be in writing and transmitted by personal delivery, a nationally recognized overnight courier service, certified or registered mail, returned receipt requested, or facsimile (with confirmation). Notices shall be sent to the addresses specified on the first page of this Agreement or to such other address as either party may specify in writing.

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- √ Rental Agreement term, 36 months. On June 1st of each year, prices will be increased by 2%.
- √ All garments will have the steam tunnel finish, with the exception of the Executive Shirts & Executive Pants, they are pressed.
- √ Shirts are available in long or short sleeves (unless noted), both at the same price.
- √ Customers can choose to have any or all garments pressed, there will be an additional cost of \$0.25 per garment.
- √ There will be a design fee to create a Direct Embroidery logo.
- √ Direct embroidery per garment = \$6.00
- √ There will be a Buy Back charge for all garments with Direct Embroidery and there will be a Buy Back on Executive Shirts & Knit Shirts with emblems, at the current garment replacement cost.
- √ Minimum Stop \$35.00
- √ No charge for Prep, Emblems, or name tags.
- √ No charge for Environmental, waste water or energy charge (additional service charge)
- √ 10% up charge on Oversized garments:
 - Shirts**
 - Size 2XL to 5XL
 - (Shirts 6XL and over will have an up charge of 35%)*
 - Sleeve length 36 & over
 - Long tails
 - Pants**
 - Men's waist size 44 to 58
 - Men's lengths 36 and above
 - (Pants with a waist size of 60 & over will have an up charge of 35%)*
 - Ladies size 22 to 32
 - (Ladies Pants from 32 and over will have an up charge of 35%)*

Customer Acceptance Signature: _____

Date: 1-12-09

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Our company G&K has been in business since 1902, we are the third largest uniform supplier and we currently service the United States and Canada.

G&K Services was initially awarded the Buy Board bid for Uniforms & Accessories (#199-04) in June of 2004. As of June 1, 2007, G&K Services was awarded bid #264-07 for Uniforms & Accessories for Various Areas.

G&K Services is also a member of Region 7 purchasing as well as GSA.

G&K Services currently services many schools, counties, cities, colleges and other government agencies. References will be provided upon request. We look forward to doing business and service all your needs.

If you have any questions or concerns, please contact me at 817-992-0149.

Sincerely,

A handwritten signature in cursive script that reads "Delford Johnene".

Delford Johnene
Senior Sales Representative
Buy Board Vendor
G&K Services

G&K Services
603 Airline Drive
Coppell, Texas 75019

(972) 393-1764 Office
(972) 956-9815 Fax



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RENTAL PROGRAM PRICING

RENTAL PRICING INCLUDES PICK-UP, WASHING GARMENTS, CLEANING FACILITY ITEMS, DELIVERY, REPAIRS AND UPGRADES.

Product Description	*Weekly Price
Uniforms	*Weekly price based on 11 sets with 5 changes per week.
Men's or Women's 65/35 Shirts	\$1.85
Men's or Women's 65/35 Pants	\$2.00
Men's or Women's Executive Shirts	\$3.32
Men's or Women's Executive Pants	\$3.32
Men's Soft Twill 100% Cotton Shirt, button down collar	\$4.34
100% Cotton Shirts	\$3.16
100% Cotton Pants	\$3.16
Micro check Shirts	\$2.30
Chambray Shirts	\$2.30
Standard Polo Shirts	\$3.32 (not available in long sleeves)
Exceed Polo Shirts 100% Poly	\$4.34 (not available in long sleeves)
Exceed T-Shirts 100% Poly	\$2.14 (not available in long sleeves)
Big Ben Denim Shirt	\$3.98 (not available in short sleeves)
Denim Shirts	\$3.21
GK Jeans	\$2.75

G&K Services
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65/35 Lined Work Jackets	\$0.51	
Wrangler Jeans	\$5.36	
Shorts	\$1.99 (Year around, no seasonal price)	
Scrub Top	\$2.04	
Scrub Pants	\$2.04	
Smocks – Short Coat, Counter Coat	\$1.99	
Smock – Short Coat (Loose Fitting with Buttons)	\$2.30	
Smock – Wrap Around	\$2.81	
Coat – Butcher, BioSmart	\$2.65	
Additional Garment Items	Unit Price	Weekly Price
65/35 Coveralls	\$0.84	\$4.18
100% Cotton Coveralls	\$1.02	\$5.10
Big Ben Overalls, 100% Ctn Denim	\$1.02	\$5.10
Lab Coats (Men's or Ladies)	\$0.66	\$3.32
Wrap Around Smock	\$0.56	\$2.81
Bib Aprons	\$0.26	-----
Cobbler Aprons	\$0.51	-----
Security Shirts	\$0.87	\$4.34
Visibility Shirt 65/35 (Gray w/orange)	\$0.61	\$3.06
High Visibility Shirts 100% poly-Yellow	\$1.53	\$7.65
ANSI T-Shirt (not available in long sleeves)	\$1.02	\$5.10

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Coppell, Texas 75019

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(972) 956-9815 Fax

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ANSI Vest	\$1.33	\$6.63
Indura Shirts (not available in short sleeves)	\$0.87	\$4.34
Indura Pants	\$0.87	\$4.34
Indura Jeans	\$1.02	\$5.10
Indura Coverall	\$1.72	\$8.67

NEW ITEMS
BIOSMART PRODUCTS:

BioSmart Bar Towels	\$1.18
BioSmart Shirts	\$4.49
BioSmart Pants	\$5.52
BioSmart Butcher Coats	\$5.52
BioSmart Aprons	\$3.33

MICROFIBER PRODUCTS:

Microfiber Wet/Dry Mops 18"	\$0.72
Microfiber Dry Looped Mops 18"	\$0.72
Microfiber Wet/Dry Mops 24"	\$0.72
Microfiber Dry Looped Mops 24"	\$0.72
Microfiber Wet/Dry Mops 48"	\$1.44
Microfiber Dry Looped Mops 48"	\$1.44
Microfiber Cleaning Towels	\$0.16
Microfiber Glass Towels	\$0.21

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- √ Minimum Stop \$35.00
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- √ No charge for Environmental, waste water or energy charge (additional service charge)
- √ 10% up charge on Oversized garments:
 - Shirts**
 - Size 2XL to 5XL
 - (Shirts 6XL and over will have an up charge of 35%)*
 - Sleeve length 36 & over
 - Long tails
 - Pants**
 - Men's waist size 44 to 58
 - Men's lengths 36 and above
 - (Pants with a waist size of 60 & over will have an up charge of 35%)*
 - Ladies size 22 to 32
 - (Ladies Pants from 32 and over will have an up charge of 35%)*

Customer Acceptance Signature: _____

Date: _____

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FACILITY SERVICE PROPOSAL

Facility Product Description	Rental Pricing Unit Cost		
	Weekly	Bi-Weekly	Monthly
Mats (Assorted Colors and Sizes)			
3 X 4 Standard Solid Color Mat	\$1.84	\$2.75	\$3.67
4 X 6 Standard Solid Color Mat	\$2.94	\$4.41	\$5.88
3 X 10 Standard Solid Color Mat	\$3.67	\$5.51	\$7.34

Facility Product Description	Rental Pricing Unit Cost	
Logo Mats (Up to 6 colors per mat)		
3 X 5 Customized Logo Mat		\$4.59
4 X 6 Customized Logo Mat		\$7.34
3 X 10 Customized Logo Mat		\$9.18
Anti-Fatigue Mats		
2 X 3 Anti-Fatigue		\$1.79
3 X 5 Anti-Fatigue		\$2.04
Kitchen Mats (Grease-Resistant flo-thru)		
3 X 5 Flo-thru		\$2.55
Scrapper Mats (for outside the door for heavy soil removal)		
3 X 5 Scrapper		\$2.55
Towels		Weekly Unit Price

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Red Shop Towels (18" X 18")	\$0.071
White Shop Towels (18" X 18")	\$0.092
Blue Print Towels (18" X 18")	\$0.092
Glass Towels (16" X 28')	\$0.122
Hand Towels (16" X 27")	\$0.122
White Bar Towels (Terry, 17" X 20")	\$0.143
Swipe Towels (Herringbone, 15" X 26")	\$0.122

Mops	Weekly	Bi-Weekly	Monthly
Wet Mops	\$1.02	1.53	2.04
24" Dry Mops	\$0.73	1.10	1.47
36" Dry Mops	\$1.10	1.65	2.20
48" Dry Mops	\$1.45	2.17	2.90
60" Dry Mops	\$1.84	2.75	3.67
Mop Handles & Frames	N/C (Part of G&K's Service Solutions)	N/C	N/C

Restroom Supplies	Weekly Unit Price
Air Fresheners	\$2.04

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Auto Flush	\$3.06
*Other Restroom items available upon request	



SOME OF G & K'S SATISFIED CUSTOMERS THAT ARE ALSO BUY BOARD MEMBERS

We encourage you to talk with our current customers; here are the names and phone numbers of some of our references:

Crandall Independent School District

Alan Lovell
Maintenance and Transportation Director
 300 Lewis St
 Crandall, TX 75114
 972-571-0164 (Cell)

White Settlement Independent School District

Lisa Hoover
Maintenance Supervisor
 1313 Mary Kay Lane
 White Settlement, TX 76108
 817-367-1221

Collin County Community College

Debra Morris
Asst. Director Of Purchasing
 4800 Preston Park Blvd.
 PO Box 869005, Ste A460
 Plano, TX 75086
 972-758-3852

Duncanville Independent School District

Richard Morgan
Director of Purchasing
 315 Crankshaft Drive
 Duncanville, Texas 75116
 972-708-2272

G&K Services
 603 Airline Drive
 Coppell, Texas 75019

(972) 393-1764 Office
 (972) 956-9815 Fax



SOME OF G & K'S SATISFIED CUSTOMERS THAT ARE ALSO BUY BOARD MEMBERS

We encourage you to talk with our current customers; here are the names and phone numbers of some of our references:

City of Denton

Tom Shaw
601 E Hickory St
Denton, TX 76205
940-349-7100

City of Sherman

Mary Ann Winkler
100 S. Rusk St.
Sherman, TX 75090
903-892-7215

City of Euless

Mike Lowry
1100 Central Dr
Euless, TX 76039
817-685-1447

City of Frisco

Jean Stellatella
6891 Main St.
Frisco, TX 75034
972-335-1695

G&K Services
603 Airline Drive
Coppell, Texas 75019

(972) 393-1764 Office
(972) 956-9815 Fax

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XEROX®

Lease Agreement

Customer: NAVARRO, COUNTY OF

Bill To: NAVARRO COUNTY OF
AUDITORS OFFICE
300 W 3rd Ave
Corsicana, TX 75110-4672

Install: NAVARRO COUNTY OF
ADULT PROBATION
3rd Floor
300 W 3rd Ave
Corsicana, TX 75110-4672



Tax ID#: 1

Negotiated Contract : 072391200


Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. WC7345P (WC7345 PRINTER)	- Advanced Finisher - High Cap Tandem Tray - 1 Line Fax & Ifax - Scanning Enabl.kit - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WCP245 S/N UTV102045 Trade-In as of Payment 40	1/30/2009
2. WC7335P (WC7335 PRINTER)	- Advanced Finisher - High Cap Tandem Tray - 1 Line Fax & Ifax - Scanning Enabl.kit - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox WCP238 S/N URT101394 Trade-In as of Payment 40	1/30/2009

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Model	Volume Band	Per Print Rate	
1. WC7345P	\$469.59	1: Total B&W	1 - 6,000 6,001+	Included \$0.0090	- Consumable Supplies Included for all prints
		2: Total Color	1 - 250 251+	Included \$0.0896	

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.</p> <p>Signer: <u>H. M. DAVENPORT, Jr.</u> Phone: (903)654-3095</p> <p>Signature: <u>[Handwritten Signature]</u> Date: <u>1-12-09</u></p>		<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>Peggy Rush (903)874-6377</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 
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XEROX®

Lease Agreement

Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Note	Volume Band	Per Print Rate	
2. WC7335P	\$401.43	1: Total B&W	1 - 4,500	Included	- Consumable Supplies Included for all prints
			4,501+	\$0.0090	
		2: Total Color	1 - 250	Included	
			251+	\$0.0896	
Total	\$871.02	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms contained in the Negotiated Contract identified on the face of this Agreement, and, if applicable, the then current standard Xerox terms and conditions for the selected option or options, to the extent the subject matter of any such selected option is not addressed in the Negotiated Contract.

GENERAL TERMS & CONDITIONS:

2. 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.

3. REFINANCE OF PRIOR AGREEMENT. If Prior Xerox Agreement is identified in the Agreement, the balance is included in the amount financed under this Agreement and shall be paid for through your Minimum Payments. If your prior agreement is with a third party, you hereby acknowledge that you have the right to terminate the agreement and agree to provide a statement from the third party identifying the equipment at issue and the amount to be paid off (as well as a statement from you identifying the payee and mailing address for your payoff check). If your prior agreement was with Xerox, the use of this refinance option shall render your prior agreement null and void. If you breach any of your obligations, the full amount of your prior agreement balance shall be immediately due and payable.

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY 12TH, 2009 AT 2:30 P.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID B. WARREN, AND JAMES OLSEN.

- 1. 2:30 P.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
- 2. MOTION TO APPROVE THE APPOINTMENT OF DR. BOB A. HARDAGE AS A CONSULTING GEOPHYSICISTS BY WARREN SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
- 3. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 26 DAY OF JANUARY 2009.

JUDGE H.M. DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

COMR.PCT.3. DAVID "BUTCH" WARREN [Signature]

COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JANUARY 12TH, 2009.

SIGNED 26 DAY OF JANUARY 2009.

[Signature]
SHERRY DOWD, COUNTY CLERK

