

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONERS' COURT WAS HELD ON MONDAY, 11TH DAY OF MAY, 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 WARREN, AND JAMES OLSEN.

1. 10:07 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- TERRY MONTFORT-ASK TO CLOSE NECR 1110

CONSENT AGENDA

- MOTION TO APPROVE ITEMS 5-12 & MOVE ITEM #8 & #9 TO
REGULAR AGENDA BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETINGS OF APRIL 27TH, 2009 AND MAY 5TH, 2009
6. MOTION TO APPROVE AND PAY THE BILLS AS SUBMITTED BY THE
COUNTY AUDITOR
7. MOTION TO APPROVE MINUTES OF THE MARCH 5TH, 2009 PLANNING
AND ZONING MEETING **TO WIT PG 618-619**
10. MOTION TO APPROVE REPLAT OF LOTS 29, 30 AND 31 OF RUSTLING
OAKS PHASE II BY STEVEN AND LYNN NICHOLS
11. MOTION TO APPROVE SPECIAL USE PERMIT #09-409 FOR DANIEL J.
CALANNI. THIS REQUEST IS FOR A STORAGE BUILDING TO BE
LOCATED ON LOT 11 OF OAKRIDGE HEIGHTS

12. MOTION TO APPROVE REPLAT OF LOTS 557 AND 558 OF THE SHORES ON RICHLAND CHAMBERS BY LARRY D. CRIST

REGULAR AGENDA ITEMS

8. MOTION TO APPROVE SPECIAL USE PERMIT #09-410 FOR TERRY AND JODY SMITH. THIS REQUEST IS FOR AN ACCESSORY BUILDING TO BE USED AS A PLACE OF WORSHIP BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
9. MOTION TO DENY A SPECIAL EXCEPTION REQUEST BY CARLA BARRILLEAUX. THIS REQUEST IS TO ALLOW A USED MANUFACTURED HOME LOCATED ON LOT 31 OF EUREKA FOREST SUBDIVISION BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

ITEM # 24 TAKEN UP AT THIS TIME

13. MOTION TO APPROVE CLOSING RAILROAD CROSSING CLOSURE IN PRECINCT 1 AND FOR JUDGE TO SIGN AN ACCEPT CONTRACT (\$25,000) FROM RAILROAD BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT: 619A-619B**
14. MOTION TO APPROVE CHANGING COMMISSIONERS COURT MEETING FROM MAY 25TH TO MAY 22ND AT 10:00 A.M. DUE TO THE MEMORIAL DAY HOLIDAY BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE TO PROCEED WITH SPEC BIDS FOR LEASING EQUIPMENT FOR PRECINCT 3 BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE TAX REPORT FROM RUSSELL HUDSON BY OLSEN SEC BY WARREN **TO WIT PG 620-624**
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE RENEWAL AGREEMENT BETWEEN NAVARRO COUNTY-NORTH TEXAS H.I.D.T.A. AND WEST GOVERNMENT SERVICES(FORMERLY CHOICEPOINT GOVERNMENT SERVICES) FOR NATIONWIDE PUBLIC RECORD INFORMATION BY HERRINGTON SEC BY HOLT **TO WIT PG 625-630**
ALL VOTED AYE MOTION CARRIED

18. MOTION TO APPROVE NOVATION AGREEMENT BETWEEN NAVARRO COUNTY AND CORSICANA NAPA AUTO PARTS BY WARREN SEC BY OLSEN TO WIT PG 631-633
ALL VOTED AYE MOTION CARRIED
19. MOTION TO APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF CORSICANA-JUSTICE ASSISTANCE GRANT (JAG) BY OLSEN SEC BY WARREN TO WIT PG 634-635
ALL VOTED AYE MOTION CARRIED
20. MOTION TO APPROVE FUNDING REQUEST BY THE CITY OF CORSICANA EMS \$350,000 & ½ OF THE SALARY OF THE ECONOMIC DEVELOPMENT DIRECTOR \$ 68,311, CONTIGENT UPON OUR FUNDS AT BUDGET TIME FIRE DEPT. INCREASE OF \$10,000, LIBRARY INCREASE OF \$10,000, ANIMAL SHELTER INCREASE OF \$10,000 AND WILL LOOK AT NORTHROP GRUMMAN & INDUSTRIAL PARK (IT WAS NOT FUNDED LAST YEAR BY COUNTY) BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
21. MOTION TO APPROVE NAVARRO COUNTY HEALTH FAIR ON SEPTEMBER 15, 2009 BY OLSEN SEC BY HOLT
ALL VOTED AYE MOTION CARRIED
22. MOTION TO APPROVE GOING OUT FOR BIDS TO REPAIR WASHOUT ON SE CR 2230 BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE AN AGREEMENT BETWEEN NAVARRO COUNTY AND PROSPERITY BANK ON THE EXTENSION OF DEPOSITORY CONTRACT BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED TO WIT PG 636-641
24. MOTION TO APPROVE GRANT APPLICATION FOR CORBET WATER SUPPLY CORPORATION WITH KERBOW AND ASSOCIATES CONSULTING, INC. BY OLSEN SEC BY WARREN
ALL VOTED MOTION CARRIED TO WIT PG 642
25. MOTION TO APPROVE TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON
SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

NO ACTION TAKEN

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

THESE MINUTES ARE HEREBY APPROVED THIS 22 DAY OF
MAY 2009.

JUDGE HM DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

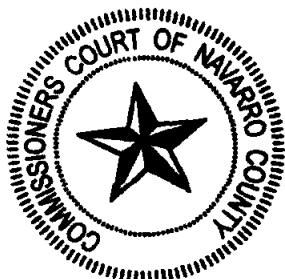
COMR.PCT.3 DAVID "BUTCH" WARREN [Signature]

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 MAY 11, 2009.

SIGNED 22 DAY OF MAY 2009.

[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

vstoecklein@navarrocounty.org

Phone: (903) 875-3312

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

March 5, 2009

5.30 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the February 5, 2009 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner McGuire, all voted aye.

Item # 3 on the agenda was a special use permit for Ken Heath. This request is for a 10'x12' storage building to be located on lot 6 of Mattie Caston Shores Phase I. Mr. Heath has met all the requirements, motion to approve by Commissioner Smith, second by Commissioner McGuire, all voted aye.

Item # 4 was struck from the agenda.

Item # 5 on the agenda was a variance request from Leigh J. Soper. This request is to allow an encroachment over the set back line on lot 126, Arrowhead Subdivision Phase II also known as 523 LaBota, Corsicana, Texas. The house was constructed three feet over the ten foot set back line. Motion to approve by Commissioner Watkins, second by Commissioner McGuire all voted aye.

Item # 6 on the agenda was a zoning change request by Anthony Jones. This request is from agriculture to single family 3. This property consists of 1.74 acres in the David H. Love survey and located adjacent to lot 14 of Winkler Creek Estates. Mr. Jones has met all the requirements, motion to approve by Commissioner Smith, second by Commissioner Jackson, all votes aye.

Item # 7 on the agenda was consideration of a replat of lots 7 and 8R of The Woods at Richland Chambers Phase I by Tommy Tompkins. Mr. Tompkins owns both lots and is moving the center lot line to allow the required lake frontage for a boat dock. Motion to approve by Commissioner Irvine, second by Commissioner McGuire, all voted aye.

Item # 8 was struck from the agenda.

Item # 9 on the agenda was a replat of lots 19 and 20 of Whiterock Subdivision by Kaminski Holdings. Mr. Kaminski owns both lots and wants to combine them into one. Motion to approve by Commissioner McGuire, contingent upon an explanation by the surveyor of a notation on the face of the plat, second by Commissioner Jackson, all voted aye.

Adjourn.



619A

AGREEMENT

**RAILROAD HIGHWAY GRADE CROSSING CLOSURE
GRADE CROSSING USDOT NO. 765518W
CR NW-0141A
RAILROAD MILEPOST 219.83,
ENNIS SUBDIVISION,
NAVARRO COUNTY, TEXAS**

THIS AGREEMENT, made and entered into by and between the Union Pacific Railroad Company, a Delaware corporation, hereinafter referred to as the "Railroad", and the County of Navarro, a public entity of the state of TEXAS, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway across the railroad right-of-way,

WHEREAS, the Railroad agrees to keep in force all existing utility easement agreements on, under and along the right of way, and

WHEREAS, the Railroad agrees to pay the County \$25,000.00 for eliminating the railroad at-grade crossing at CR NW-0141A., USDOT NO. 765518W in Navarro County, TEXAS by closing the road, and

WHEREAS, the County in cooperation with the Railroad will permanently close the grade crossing USDOT NO. 765518W and based on attached plans submitted to the Railroad marked as Exhibit "A" attached hereto and hereby made a part hereof.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1: The County, after having executed this agreement and after taking all actions necessary to permanently close and vacate the Public Crossing USDOT NO. 765518W and easement across the Railroad's property, will submit a statement in the amount of Twenty-Five Thousand dollars (\$25,000.00) to the Railroad.

SECTION 2: The Railroad hereby agrees to pay the ^{County} ~~City~~ the sum of Twenty-Five Thousand dollars (\$25,000.00) upon (i) the receipt of the above mentioned statement and (ii) the receipt of a copy of the Ordinance duly passed and adopted by the County that authorizes and directs the permanent closure of the railroad at-grade crossing at CR NW-0141A.

SECTION 3: The Railroad, at its expense, further agrees to remove the railroad crossing surface and warning devices (crossbuck signs, etc.) which currently exist on the Railroad's right-of-way, 50 feet of roadway on either side of the crossing, restore drainage ditches, and install permanent barricades upon the receipt of the above mentioned statement and copy of the Ordinance.

619B



SECTION 4: The County agrees, by the above consideration received that CR NW-0141A crossing will remain closed and will not be re-opened by the County and to pass and adopt an Ordinance providing for such permanent closure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials' thereunto duly authorized as the dates below indicated.

EXECUTED by the Railroad this 17th day of JUNE, 2009

UNION PACIFIC RAILROAD COMPANY

By: John J. Houauer

Printed Name: John J. Houauer

Title: AVP ENGINEERING

EXECUTED by the County this _____ day of _____, 2009

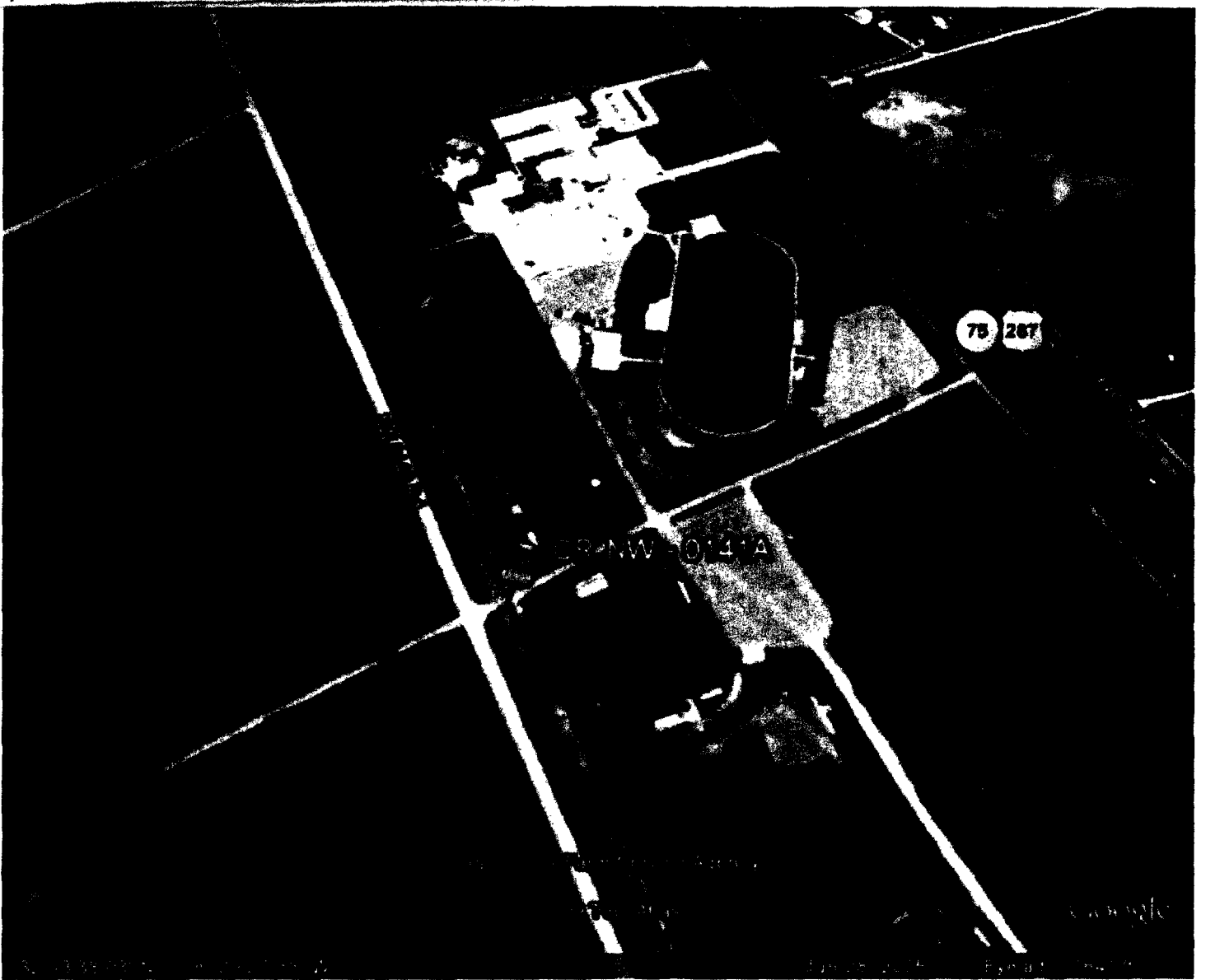
NAVARRO COUNTY

By: H. M. Davenport, Jr.

Printed Name: H. M. DAVENPORT, Jr.

Title: County Judge

619C



EXIHIT "A"

File: Crossing: Public: CLOSURE
TX., Rice / Navarro County
CR NW - 0141A
MP 218.83 – Ennis Sub.
DOT – 765518W

620D

DATE: 2009-05-12

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2009-11-10

DESCRIPTION OF WORK:
CLOSURE PROJECT ENNIS SUB / MP 219.83 CR NW 0141 A DOT 765518W
UPRR TO PAY COUNTY OF NAVARRO, TX \$25,000 IN LIEU OF SHARED COSTS OF
PUBLIC IMPROVEMENT.
RAILROAD TO PERFORM ALL WORK IN THE REMOVAL OF 32 FT TIMBER KING.

PID: 65195 AWO: MP, SUBDIV: 219.83, ENNIS
SERVICE UNIT: 11 CITY: RICE STATE: TX

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
DONATION TO NAVARRO				25000		25000	25000
ENGINEERING	500					500	500
LABOR ADDITIVE 148%	740					740	740
TOTAL ENGINEERING			1240	25000		26240	26240
TRACK & SURFACE WORK							
BARRICADES				5000		5000	5000
RDXING	4656					4656	4656
TOTAL TRACK & SURFACE			4656	5000		9656	9656
LABOR/MATERIAL EXPENSE			5896	30000			
RECOLLECTIBLE/UPRR EXPENSE					0	35896	
ESTIMATED PROJECT COST							35896
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

620

FILED FOR RECORD		
AT _____	O'CLOCK _____	M _____
MAY 10 2009		
SHERRY DOWD COUNTY CLERK NAVARRO COUNTY, TEXAS		
BY _____		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

AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	119,311.38		12,460.09	131,771.47	2,635.22	129,136.25	713.31	14,028,657.92
DELINQUENT	28,648.83		9,921.25	38,570.08	771.34	37,798.74	7,031.40	%
TOTAL	147,960.21	-	22,381.34	170,341.55	3,406.56	166,934.99	7,744.71	0.85%
NAVARRO COLLEGE								LEVY
CURRENT	24,590.15		2,564.82	27,154.97	764.15	26,390.82	145.70	2,886,499.94
DELINQUENT	6,361.78	-	2,117.48	8,479.26	561.23	7,918.03	1,533.45	%
TOTAL	30,951.93	-	4,682.30	35,634.23	1,325.38	34,308.85	1,679.15	0.85%
CITY OF RICE								LEVY
CURRENT	90.49	-	9.95	100.44	2.93	97.51		93,480.90
DELINQUENT	90.81		24.52	115.33	6.58	108.75	23.07	%
TOTAL	181.30	-	34.47	215.77	9.51	206.26	23.07	0.10%
CITY OF KERENS								LEVY
CURRENT	2,632.04		284.01	2,916.05	84.15	2,831.90	57.38	236,680.79
DELINQUENT	2,086.46	-	707.80	2,794.26	187.38	2,606.88	551.84	%
TOTAL	4,718.50	-	991.81	5,710.31	271.53	5,438.78	609.22	1.11%
CITY OF CORSICANA								LEVY
CURRENT	47,200.28	-	4,825.58	52,025.86	1,442.37	50,583.49	419.92	7,423,814.89
DELINQUENT	10,756.09	-	3,125.11	13,881.20	835.10	13,046.10	2,303.62	%
TOTAL	57,956.37	-	7,950.69	65,907.06	2,277.47	63,629.59	2,723.54	0.64%

621

AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	271.84		29.90	301.74	8.82	292.92		14,049.36
DELINQUENT				-		-		%
TOTAL	271.84	-	29.90	301.74	8.82	292.92	-	2.01%
CITY OF EMHOUSE								LEVY
CURRENT	110.99	-	12.20	123.19	3.62	119.57		8,384.44
DELINQUENT	19.54		8.39	27.93	2.18	25.75	5.58	%
TOTAL	130.53	-	20.59	151.12	5.80	145.32	5.58	1.32%
CITY OF RICHLAND								LEVY
CURRENT	32.18	-	3.53	35.71	1.04	34.67		13,651.68
DELINQUENT	52.53		19.75	72.28	5.20	67.08	14.46	%
TOTAL	84.71	-	23.28	107.99	6.24	101.75	14.46	0.24%
CITY OF GOODLOW								LEVY
CURRENT	1.21	-	0.14	1.35	0.04	1.31		2,877.74
DELINQUENT	2.21		0.72	2.93	0.19	2.74	0.59	%
TOTAL	3.42	-	0.86	4.28	0.23	4.05	0.59	0.04%
CITY OF DAWSON								LEVY
CURRENT	967.14		36.96	1,004.10	14.07	990.03	2.27	63,435.27
DELINQUENT	110.41		52.67	163.08	13.73	149.35	30.16	%
TOTAL	1,077.55	-	89.63	1,167.18	27.80	1,139.38	32.43	1.52%
CITY-BLOOMING GROVE								LEVY
CURRENT	1,996.14		199.73	2,195.87	59.88	2,135.99	14.96	84,424.56
DELINQUENT				-		-		%
TOTAL	1,996.14	-	199.73	2,195.87	59.88	2,135.99	14.96	2.36%

622

AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2009

623

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
BLOOMING GROVE ISD								LEVY
CURRENT	15,217.80		1,532.37	16,750.17	459.18	16,290.99	48.85	1,315,359.35
DELINQUENT	3,365.10		1,258.55	4,623.65	331.46	4,292.19	864.59	%
TOTAL	18,582.90	-	2,790.92	21,373.82	790.64	20,583.18	913.44	1.16%
DAWSON ISD								LEVY
CURRENT	11,533.66	-	1,113.29	12,646.95	335.99	12,310.96	225.98	1,230,122.36
DELINQUENT	4,249.82	-	1,317.97	5,567.79	350.69	5,217.10	1,085.60	%
TOTAL	15,783.48	-	2,431.26	18,214.74	686.68	17,528.06	1,311.58	0.94%
RICE ISD								LEVY
CURRENT	10,751.54		1,219.70	11,971.24	358.68	11,612.56	90.85	1,096,679.01
DELINQUENT	3,584.19		1,316.24	4,900.43	347.00	4,553.43	980.09	%
TOTAL	14,335.73	-	2,535.94	16,871.67	705.68	16,165.99	1,070.94	0.98%
NAVARRO COUNTY ESD#1								LEVY
CURRENT	830.16		83.05	913.21	24.94	888.27	11.98	104,464.88
DELINQUENT				-		-		%
TOTAL	830.16	-	83.05	913.21	24.94	888.27	11.98	0.79%
GRAND TOTAL	294,864.77	-	44,245.77	339,110.54	9,607.16	329,503.38	16,155.65	

MEMO:

TOTAL COLLECTED	<u>355,266.19</u>
ROLLBACK TAXES	<u>102.76</u>
TAX CERTIFICATES	<u>1,750.00</u>
HOT CK FEES	<u>20.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>93.33%</u>
COLLEGE	<u>93.21%</u>
RICE	<u>90.06%</u>
KERENS	<u>89.05%</u>
CORSICANA	<u>94.80%</u>
BARRY	<u>90.75%</u>
EMHOUSE	<u>75.53%</u>
N C ESD #1	<u>90.49%</u>

YR-TO-DATE % CURRENT COLLECTED:

RICHLAND	<u>84.65%</u>
GOODLOW	<u>68.57%</u>
CITY - DAWSON	<u>88.38%</u>
CITY-BL GROVE	<u>89.10%</u>
B G ISD	<u>90.81%</u>
DAWSON ISD	<u>91.38%</u>
RICE ISD	<u>90.66%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF
APRIL 2009

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	98,087.33	10,240.49	108,327.82	2,166.54	106,161.28	585.56
ROAD & BRIDGE	19,416.13	2,027.41	21,443.54	428.79	21,014.75	116.90
FLOOD CONTROL	1,807.92	192.19	2,000.11	39.89	1,960.22	10.85
TOTAL	119,311.38	12,460.09	131,771.47	2,635.22	129,136.25	713.31
DELINQUENT TAXES						
COUNTY	23,612.19	8,281.38	31,893.57	637.98	31,255.59	5,800.94
STATE	-	-	-	-	-	-
ROAD & BRIDGE	4,601.14	1,498.95	121.91	121.91	1,124.07	1,124.07
FLOOD CONTROL	435.50	140.92	576.42	11.45	564.97	106.39
TOTAL	28,648.83	9,921.25	32,591.90	771.34	31,820.56	7,031.40
TOTAL ALLOCATION						
COUNTY	121,699.52	18,521.87	140,221.39	2,804.52	137,416.87	6,386.50
STATE		-		-		-
ROAD & BRIDGE	24,017.27	3,526.36	27,543.63	550.70	26,992.93	1,240.97
FLOOD CONTROL	2,243.42	333.11	2,576.53	51.34	2,525.19	117.24
TOTAL	147,960.21	22,381.34	170,341.55	3,406.56	166,934.99	7,744.71

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

624

675

RECEIVED

MAY 05 2009

NAVARRO COUNTY
AUDITOR'S OFFICE

West Government Services ("WEST")
West Renewal/Conversion Form
610 Opperman Drive, P.O. Box 64833
St. Paul, MN 33164-1803
Tel: 651/687-8000

**WEST GOVERNMENT SERVICES
(FORMERLY CHOICEPOINT GOVERNMENT SERVICES LLC)
SUBSCRIBER RENEWAL/CONVERSION FORM AND SERVICE AGREEMENT**

NOTE: INCOMPLETE OR INCORRECT INFORMATION MAY RESULT IN A DELAY OR DENIAL OF YOUR FORM

To submit your form:

- Please type or print all information requested and fax to 866-290-2215
- For questions, please call: Representative Name Tom Palmer Phone Q: 206-855-4186 or M: 206-972-0720 ID# 0112856

The information submitted on this Subscriber Renewal/Conversion Form and Service Agreement ("Agreement") will be used to determine eligibility in accessing information provided by West Government Services ("West"). West reserves the right to reject this Agreement for any reason whatsoever without explanation or recourse against West and/or its employees or officers. Additionally, the Subscriber hereby authorizes West to independently verify the information provided herein.

ORGANIZATION INFORMATION (ALL ITEMS ARE MANDATORY)

WEST GOVERNMENT SERVICES ACCOUNT #: 201982

PURCHASE ORDER #:

AGENCY NAME: Navarro County - North Texas HIDTA

MAIN OFFICE PHONE (NOT EXT.):
903-654-3095

MAIN FAX:
903-654-3097

WEBSITE (IF APPLICABLE):

CURRENT PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED): 300 West Third Ave. Suite 10

CITY: Corsicana

STATE: Texas

ZIP CODE: 75110

IF LOCATED AT THE ABOVE ADDRESS LESS THAN 90 DAYS, PROVIDE MOST RECENT PRIOR ADDRESS BELOW

PHYSICAL ADDRESS (P.O. BOX OR PRIVATE MAIL BOX NOT PERMITTED):

CITY:

STATE:

ZIP CODE:

West Government Services Products


Product	# of UserIds	Total Monthly Charges
AutoTrackXP through 9/30	20	INCL/ NA
CLEAR Investigator	20	860.00

Total Monthly Charges: \$860.00

*** As outlined in the Service Agreement, AutoTrack XP will continue to be available through September 30, 2009.***

Total Monthly Charges ("Charges") begin on the first day of the month following the end date of Subscriber's previous rate plan for those on a fixed rate plan and on the first day of the month following the date that West accepts Subscriber's order for those currently on a transactional rate plan ("Effective Date"). If the Subscriber commits to a 12, 24 or 36 month term, the Charges will be billed as set forth below. Upon conclusion of such term, Charges will be billed thereafter at up to then-current rates. Charges may be modified as set forth in the Service Agreement.

Subscriber's Initials for 12 Month Term Subscriber agrees to commit to a term of 12 months.

 Subscriber's Initials for 24 Month Term Subscriber agrees to commit to a term of 24 months and the Charges for the second 12 months not to increase by more than 0% over the Charges for the first 12 months.

Subscriber's Initials for 36 Month Term Subscriber agrees to commit to a term of 36 months and the Charges for the second 12 months not to increase by more than 5% over the Charges for the first 12 months and the Charges for the third 12 months not to increase by more than ____% over the Charges for the second 12 months.

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Gateway Capping: West will review Subscriber's actual monthly charges based upon then-current usage charges. In the event Subscriber's actual charges during a month exceed the then-current fixed rate monthly charges by more than three times, West may limit access to live gateways for the remainder of the month.

Fixed rate pricing does not apply to copies of "Premium Reports" within AutoTrackXP, which currently consist of (1) National and Florida criminal records and motor vehicle accident reports (MVRs), (2) InfoUSA Reports, and (3) Dun & Bradstreet Reports. The Premium Report options will be turned off to prevent access from the menu. If you require Premium Reports, please notify your account representative to have them invoiced in addition to the fixed rate contract price.

Logging of Accounts: Authorized law enforcement agencies may request that account log in information be "blind logged". If you have questions regarding this option, you may contact your account representative. Authorized law enforcement agencies choosing blind logging initial where indicated for **Blind Logging**. All other entities should initial where indicated for **Standard Logging**.

Standard Logging

Blind Logging (THIS CHOICE IS PERMITTED FOR AUTHORIZED LAW ENFORCEMENT AGENCIES ONLY)

If you initialed **Blind Logging** as a law enforcement agency, you may request that access be limited to certain IP addresses that you identify. By initialing the following box, you are requesting that access be limited to certain IP addresses.

If you elected **Standard Logging** or **Blind Logging** limited to certain IP addresses, please provide below the internet protocol (IP) address, addresses or range of IPs. If you have multiple IP addresses, please provide each IP address. Or, if your IP address is a contiguous range of IP addresses, please provide the full range. Failure to provide all IP addresses may result in problems accessing data.

If you do not know your company's IP address(es), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Log on to www.whatismyip.com (NOTE: If you have multiple IP addresses, this tool will only detect one IP address.)

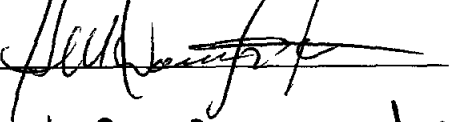
SERVICE AGREEMENT

This Agreement is entered into between West Government Services and its affiliates and subsidiaries ("WEST"), and the entity first set forth herein ("Subscriber") and shall replace any previous service agreements entered into by the parties.

1. **SERVICE.** WEST provides nationwide public record information, document retrieval and related services ("Services") using its proprietary databases and information obtained from third parties ("Third Parties"). Subscriber hereby subscribes to Services for use as a factor in making its business decisions and agrees to pay to WEST the applicable rates and charges set forth herein. If you are an existing customer, AutoTrackXP services will not be available after September 30, 2009.
2. **PERFORMANCE.** WEST will use reasonable efforts to deliver Services requested by Subscriber and to access, update, augment and maintain its compilation of information gathered from selected public records and other sources used in the provision of Services hereunder. Subscriber accepts all information "AS IS."
3. **SUBSCRIBER CREDENTIALS.** Subscriber acknowledges and understands that WEST will only allow Subscriber to access the Services if Subscriber's credentials can be verified in accordance with WEST internal credentialing procedures, including completion of a Vendor Reference Release Form. Subscriber shall notify WEST immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such procedures, WEST may terminate this Agreement.
4. **CHARGES TO SUBSCRIBER.** Subscriber shall be responsible for payment for all Services obtained through Subscriber's access identification code. Payment by Subscriber is due and payable thirty (30) days from the date of invoice. If payments are past due more than thirty (30) days from the date of invoice, WEST may terminate this Agreement. Subscriber is responsible for payment of all collection costs and attorney fees incurred by WEST through its efforts to collect on balance(s) owed by Subscriber. All remittances shall be sent to the "remit to" address on the invoice. Subscriber is responsible for all excluded AutoTrackXP charges as incurred which currently includes but is not limited to Premium Reports such as National and Florida criminal records and motor vehicle accident reports (MVRs), InfoUSA Reports, and Dun & Bradstreet Reports ("Excluded Charges").
5. **OWNERSHIP.** Subscriber acknowledges that WEST and/or Third Parties retain all right, title, and interest under applicable contractual, copyright and related laws in the databases and information contained therein and used to provide Services hereunder. Subscriber shall use such information consistent with such right, title and interest and notify WEST of any threatened or actual infringement thereof.
6. **SUBSCRIBER USE LIMITATIONS - END USER.** Subscriber acknowledges that this Agreement grants Subscriber a limited license in exchange for payment of the fees and charges set forth herein, and Subscriber shall keep confidential and not reproduce, retransmit, republish or otherwise transfer for commercial purpose any information that Subscriber receives from Services, except to employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the business use(s) stated by Subscriber in the application and online. Subscriber acknowledges that WEST is providing data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on data or results provided by WEST. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process.
7. **SUBSCRIBER USE LIMITATIONS - FAIR CREDIT REPORTING ACT.** Subscriber agrees not to use any WEST Services for consumer credit purposes, consumer insurance underwriting, employment purposes, tenant screening purposes, or for any other purpose(s) covered by the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq) ("FCRA") or similar state statute.
8. **SUBSCRIBER USE LIMITATIONS - DRIVER'S PRIVACY PROTECTION ACT.** Subscriber agrees to use any WEST data, which is the subject of this Agreement, in strict conformance with the Federal Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.) and similar state statutes, if applicable and will certify its permissible purpose to WEST.
9. **SUBSCRIBER USE LIMITATIONS - GRAMM-LEACH-BLILEY ACT.** Subscriber agrees to use any WEST data, which is the subject of this Agreement, in strict conformance with the Gramm-Leach Bliley Act (U.S.C. Title 15, Chapter 94, Section 6801 et seq.) and similar state statutes, if applicable and will certify its permissible purpose to WEST.
10. **MVR INFORMATION.** If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from WEST, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:
 1. Subscriber shall not use any WEST-provided MVR Data, or portions of information contained therein to create or update a file to the end that Subscriber develops its own source of driving history information.
 2. As requested by WEST, Subscriber shall complete any state forms that WEST is legally or contractually bound to obtain from Subscriber before serving Subscriber with state MVR Data.
 3. WEST (and certain Third Party vendors) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of 3 years a complete and accurate record, including identity and purpose, of every access to any personal information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order.
11. **MISUSE OF SERVICES OR INFORMATION.** Subscriber agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of WEST's Services through any methods, including unauthorized access through or to Subscriber's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release, viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. Subscriber agrees that WEST may temporarily suspend Subscriber's access for up to ten (10) business days pending an investigation of Subscriber's use or access. Subscriber agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, WEST may immediately terminate this Agreement without notice or liability of any kind.
12. **SUBSCRIBER ACCOUNT MAINTENANCE.** Subscriber is responsible for the administration and control of Account ID's by its employees and third parties, and shall identify a security administrator to coordinate with WEST. Subscriber shall manage all Account ID's, and notify WEST promptly if any Account ID becomes inactive or invalid. Subscriber shall follow the policies and procedures of WEST with respect to account maintenance as same may be communicated to Subscriber from time to time.

- 13. **SECURITY EVENT.** In the event that Subscriber learns or has reason to believe that WEST data has been disclosed or accessed by an unauthorized party, Subscriber will immediately give notice of such event to WEST. Furthermore, in the event that Subscriber has access to or acquires individually identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Subscriber acknowledges that upon unauthorized acquisition of such individually identifiable information (a "Security Event"), Subscriber shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Subscriber shall be responsible for any other legal obligations which may arise under applicable law in connection with such a Security Event and shall bear all additional costs associated with resolving the Security Event.
- 14. **CHANGES IN USE OR ACCESS.** WEST may, at any time, impose restrictions and/or prohibitions on the Subscriber's use of or access to the Services or certain data. Subscriber understands that such restrictions or changes in access may be the result of a modification in WEST policy, a modification of Third Party agreements, a modification in industry standards, a Security Event or a change in law or regulation. Upon written notification by WEST of such restrictions, Subscriber agrees to comply with such restrictions.
- 15. **INVESTIGATIONS.** Subscriber agrees to cooperate fully with any and all investigations that WEST may conduct as a result of an actual or alleged breach of this Agreement. Violations discovered in any review by WEST will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to federal or state regulatory agencies.
- 16. **TERM OF CONTRACT.** This Agreement may be terminated by WEST without cause by providing thirty (30) days written notice to Subscriber. Any provision or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of expiration or termination, shall survive such expiration or termination.
- 17. **INDEMNIFICATION.** Except as otherwise prohibited by law, Subscriber hereby agrees to protect, indemnify, defend and hold harmless WEST and all Third Parties from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any third party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provisions of this Agreement.
- 18. **LIABILITY/WARRANTY.** NEITHER WEST NOR THIRD PARTIES SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON WEST OR A THIRD PARTY, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO SUBSCRIBER, AND SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST WEST AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. WEST AND THIRD PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED. WEST AND/OR THIRD PARTIES DO NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR THE COMPONENTS THEREOF. IN NO EVENT SHALL WEST OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.
- 19. **ASSIGNMENT.** This Agreement and the rights and obligations of each party hereto shall not be assigned without the prior written consent of the other party which consent shall not be unreasonably withheld. Consent shall not be required, however, in connection with an assignment to a subsidiary or affiliate of WEST.
- 20. **PUBLICITY.** Subscriber will not name WEST or refer to its use of the Services in any press releases, advertisements, promotional or marketing materials, or make any other third party disclosures regarding WEST or Subscriber's use of the Services.
- 21. **AGREEMENT ENTIRETY.** This Agreement, as amended, sets forth the entire understanding and agreement between WEST and Subscriber regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of Third Party services may be governed by terms and conditions different than or in addition to those herein. By receipt of such Third Party Services, Subscriber agrees to, and shall comply with, such different and/or additional terms of Third Parties and such changes to this Agreement as WEST shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins. This Agreement shall be interpreted in accordance with the internal laws of the State of Minnesota.

APPROVAL AND SIGNATURE. I certify that I am authorized to execute this Agreement on behalf of the entity listed above. Further, I certify on behalf of such entity, that the above statements are true and correct and agree for the entity to the terms and conditions set forth in the Agreement.

Signature: 
 Printed Name: H.M. Dawson

Title: County Judge

Date: 5-11-09

**Addendum to West Government Services Subscriber Application,
Order Form and Service Agreement ("Agreement")**

Non-Availability of Funds Clause

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of this Agreement, or if a lawful order issued in or for any fiscal year during the term of this Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to either party. The Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this Agreement, and provide West notice not less than thirty (30) days prior to the date of cancellation. Non-Availability of funds or failure to receive authorization for the expenditure of sufficient funds as used herein means a level of funding that results in less funding than that which was allocated to Subscriber in the immediately preceding fiscal year.

Account Name Navarro County - N. TEXAS HIDTA

Account Number 201982

Printed Name H.M. Davenport

Title County Judge

Date 5-11-09

Signature 

NAVARRO COUNTY

NOVATION AGREEMENT

This agreement is hereby released by NAVARRO COUNTY and entered into by and between Corsicana NAPA Auto Parts located at 401 N. Beaton, Corsicana, TX 75151, and NAVARRO COUNTY, TEXAS;

WITNESSETH THAT

WHEREAS, NAVARRO COUNTY entered into an annual contract with Corsicana Auto Parts located at 401 N. Beaton, Corsicana, TX 75110, Commissioners' Court Meeting September 22, 2008, for the purchase of auto parts;

WHEREAS, Corsicana Auto Parts has sold, assigned, transferred, and conveyed certain of their assets, contracts, rights and holdings to Corsicana NAPA Auto Parts, on or about March 15, 2009;

Corsicana Auto Parts
BY: [Signature]
TITLE: President
DATE: 4-29-09

WHEREAS, Corsicana NAPA Auto Parts is in a position to fully perform the contract, and such duties and obligations as may exist under the contract;

THEREFORE, Corsicana NAPA Auto Parts agrees to provide and NAVARRO COUNTY agrees to accept, the herein described services under the same terms, conditions and pricing awarded to Corsicana Auto Parts;

Corsicana NAPA Auto Parts
BY: [Signature]
TITLE: owner
DATE: 4/29/09

WHEREAS, it is consistent with NAVARRO COUNTY'S interest to recognize Corsicana NAPA Auto Parts as the successor party to the contract;

NAVARRO COUNTY
BY: [Signature]
H.M. Davenport
TITLE: County Judge

EXECUTED THIS DAY:
DATE 5-11-09

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

ACCEPTED
DATE 9-22-08
NAVARRO COUNTY AUDITOR

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

Bids are binding under the Uniform Commercial Code.

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

Vendor whose name and signature appears above agrees to provide auto parts to Navarro County for the specified contract period at a rate of: prevailing dealer price listed in catalogs at time of sale for all merchandise in inventory. All filters will be priced at jobber price.

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

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §
COUNTY OF NAVARRO §

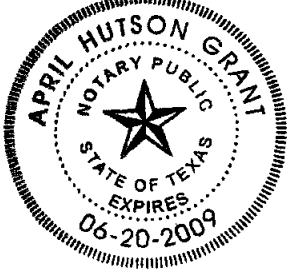
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Sandra Huffman, who, after being duly sworn, did depose and say: "I, Sandra Huffman, am a duly authorized officer or agent for Corsicana Auto Parts, Inc, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: Corsicana Auto Parts, Inc
401 North Beaton, P. O. Box 1597
Corsicana, Tx 75151
Telephone: 903-874-4728 or 902-874-4371

By: Sandra Huffman Title: Treasurer
(Type of Print Name)

Signature: S Huffman

SUBSCRIBED AND SWORN to before me by the above named on this the 16th day of September, 2008.



April Hutson Grant
Notary Public in and for the State of Texas

The State of TEXAS
County of NAVARRO

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN the City of CORSICANA, TX and County of NAVARRO, TX
RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this xx day of MAY, 2009, by and between The County of NAVARRO, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of CORSICANA, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of NAVARRO County, State of TEXAS, witnesseth:

WHEREAS, THIS Agreement is made under the authority of Chapter 791 of the *Texas Local Government Code* and

WHEREAS, each governing body, in performing government functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the COUNTY agrees to provide the CITY \$38,394 from the JAG award for the Corsicana Police Department Narcotics Enforcement and Enhancement Program: and

WHEREAS, the COUNTY and CITY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$38,394 of JAG funds.

Section 2.

County agrees to use \$14,967 for the Navarro County Sheriff's Office laptop computer Program until June 01, 2012.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein: further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF CORSICANA, TEXAS

COUNTY of NAVARRO, TEXAS

City Manager

County Judge

ATTEST:

APPROVED AS TO FORM:

City Secretary

District Attorney

APPROVED AS TO FORM:

City Attorney

Contract Authorization

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NAVARRO COUNTY AUDITOR'S OFFICE

Tim Easley, First-Assistant
Terri Gillen, Assistant
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Jennings, Assistant

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672

Kathy B. Hollomon, CPA

Phone: (903) 654-3095

e-mail: khollomon@navarrocounty.org

Fax: (903) 654-3097

May 11, 2009

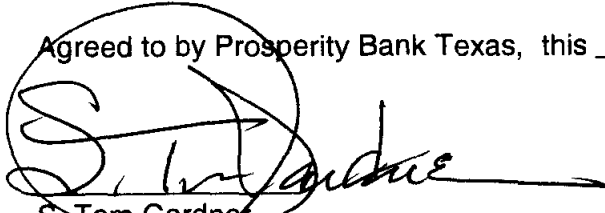
S. Tom Gardner, President
Corsicana Banking Center
Prosperity Bank
100 South Main Street
Corsicana, Texas 75110

Re: Extension of Depository Contract beginning June 1, 2009 and ending May 31, 2011.


Dear Sir:

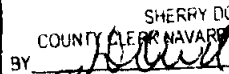
Pursuant to the Depository Agreement referenced above between Navarro County and Prosperity Bank, please sign below indicating acceptance by Prosperity Bank that both Navarro County and Prosperity Bank have mutually agreed to extend said Depository Agreement for a two-year extension under the same terms and conditions of the original agreement. The current contract would then expire May 31, 2011.

Agreed to by Prosperity Bank Texas, this 14th day of May, 2009, by:


S. Tom Gardner
President

Agreed to by Navarro County, Texas, this 11th day of May, 2009 by:


H.M. Davenport
Navarro County Judge

FILED FOR RECORD
AT 2:45 O'CLOCK P M
MAY 14 2009
SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY  DEPUTY

RFP NO. 2005 - D - 009
DEPOSITORY CONTRACT

PROSPERITY BANK
100 SOUTH MAIN STREET
CORSICANA, TEXAS 75110

903 - 872 - 0077

S. TOM GARDNER
BANKING CENTER PRESIDENT
tom.gardner@prosperitybanktx.com

MAY 05, 2005

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RESPONSE TO DEPOSITORY RFP
RFP 2006-D-008

	Response	Explain
Account Maintenance		
All Items Returned with Monthly Statement	YES	
Minimum Balance Required per Account	NONE	
Monthly Maintenance Fee	FREE	
Deposits (per item)	FREE	
Checks Paid (per item)	FREE	
Separate Billing for Account Maintenance	N-A	
Minimum Balance Required per Account	NONE	
Monthly Maintenance Fee	FREE	
Deposits (per item)	FREE	
Checks Paid (per item)	FREE	
Earnings Credit (offsets fees above)	N-A	
Separate Billing for Account Maintenance	N-A	
Fees for Other Transactions		
Return Item	FREE	
Stop Payment	FREE	
Bank Transfer Between Accounts	FREE	
Wire Transfer - Incoming	FREE	
Wire Transfer - Outgoing	FREE	
ACH Transactions (debit/credit)	FREE	
Interest		
Current Rate Available	1.25%	FLOOR RATE
Interest Rate Calculation	NOW RATE PLUS 50 BASIS POINTS	
Security Required for Funds on Deposit		
Market Value % of Deposits (103% min)	1.25%	
Monthly Pledged Security Report	YES	
Investments		
ACH Transfers	FREE	
Posting Interval	DAILY	9:a, 11:a, 1.p, 3:30p
General Services		
ACH Activity	yes-FREE	INCOMING & OUTGOING
Overdraft Protection - \$100,000 Aggr.	yes-FREE	
Internet Banking	yes-FREE	
Positive Pay	yes-FREE	
Additional Services		
Cashier's Checks	FREE	
Account Printouts	FREE	
Free Personal Checking for County Employees	yes	WITH DIRECT DEPOSIT

Note: RESPONSE TO DEPOSITORY RFP (page 9) should be included in Offerer's proposal.

SCOPE OF SERVICE

Prosperity Bank will provide all banking services including, but not limited to, NOW and Super NOW demand deposit accounts, Money Market accounts, other limited transaction investment accounts, certificates of deposit, internet banking, automated telephone banking, wire transfers, incoming and outgoing ACH transactions, Positive Pay, debit cards, ATMs, and other cash management services, just to name a few.

Account Maintenance

All items shall be returned with the monthly statement.

All account maintenance fees and minimum balance requirements are waived. This applies to all accounts of Navarro County.

All fees for items deposited or checks paid are waived.

Any billing will be direct, and on a quarterly basis.

Other Transactions

* Return Items	NO CHARGE
* Stop Payment	NO CHARGE
* Transfer Between Accts.	NO CHARGE
* Wire Transfer (in/out)	NO CHARGE
* ACH Transactions	NO CHARGE
* NSF Checks	NO CHARGE

Interest

Navarro County maintains 28 accounts with this bank; all are NOW accounts, except one Money Market account. Interest rates paid on these accounts are determined by surveying area banks and comparing rates. With this contract bid, Prosperity Bank offers to pay our NOW account rate plus 50 basis points on each of the NOW accounts maintained by the County, and a floor interest rate of 1.25 %..The rate paid on these accounts would not go below 1.25 %.

Rates on Certificates of Deposit shall be quoted at ten basis points above the corresponding T-Bill rate for a like term. Other deposit products are available that carry a higher interest rate, but they are limited transaction accounts.

Security Required For Funds On Deposit

Prosperity Bank shall secure County deposits in excess of the FDIC insurance limit by pledging U.S. Treasury and/or U.S. Government Agency securities with a market value not less than 125% of the total County deposits, less the insured amounts. The securities will be held by a third party for the benefit of Navarro County. A monthly, third party, security market value report shall be furnished to the County. Prosperity Bank will meet all requirements stipulated in this RFP.

Investments

ACH transfers are received and originated through the Federal Reserve Bank. Incoming transactions are posted by effective or settlement date by 9:00a.m. Outgoing transactions should be received in the Bank by 2:30p.m. two days prior to the effective date of the ACH. Wire transfers are memo posted four times daily: 9:00a.m. , 11:00a.m., 1:00p.m., and 3:30p.m..

General Services

ACH activity is available on all accounts at NO CHARGE.

Overdraft protection for up to two consecutive days on amounts up to \$100,000 in the aggregate is available at NO CHARGE. We have had your accounts since 1995, and no checks have ever been returned insufficient, nor has the County ever been charged a fee or interest for an overdraft.

Internet Banking is available at NO CHARGE.

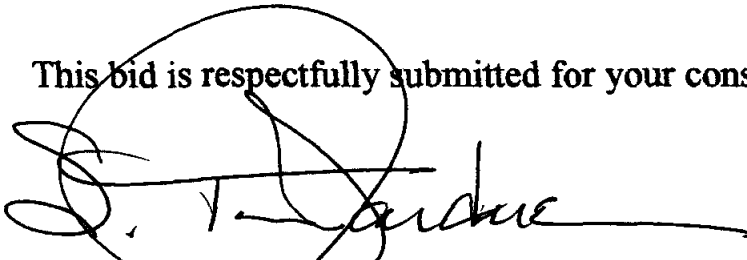
Positive Pay is available at NO CHARGE.

Printing costs will be billed separately to the County at the Bank's cost

Other Services

- Free check endorsement stamps as needed
- Free safety deposit box (one)
- Free account printouts
- Free balance reporting
- Free cashier's checks
- Free investment advice
- Free account activity downloads on disk if needed
- Free personal checking to County employees with direct deposit
- Free ATM (Prosperity Bank machine only)
- Free 24 hour Fastline telephone service
- Free personal, attentive service

This bid is respectfully submitted for your consideration.

A handwritten signature in black ink, appearing to read "S. Tom Gardner", is written over a large, circular scribble. The signature is written in a cursive style with a long horizontal tail.

**S. Tom Gardner, President
Corsicana Banking Center
Prosperity Bank**

May 05, 2005

Texas Community Development Program – Regional Program

Purpose:

To provide grants for water and sewer and other infrastructure improvements to areas having no or inadequate service

Eligible Applicants:

Cities of less than 50,000 population, counties of less than 200,000 population, and non-profit utility service providers sponsored by either a city or county.

Amount of Funding

- Maximum grant amount is \$350,000
- Local match of 5% to 20%, depending on number of persons to be served in County

Program Basics

- Applications submitted once every two (2) years
- Anticipate September 2010 being due date for 2011/2012 biennial cycle
- Projects can provide first-time service or upgrade existing facilities
- Projects addressing TCEQ Enforcement Actions may be given higher priority
- Projects can be city-wide, county-wide, or “target” areas within cities or counties
- Projects must be in areas where 51% or residents are low to moderate income
- Contracts awarded over a 2-year period of time (May 2011 or May 2012, depending on the application ranking)

Eligible Activities

While many types of improvements are eligible for funding, only water and sewer facilities have received highest priority and thus have been primary type of projects approved for a number of years. However, this is subject to possible revision depending upon the priorities established by each COG region.