

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 26TH DAY OF JULY, 2010 AT 10:00 A.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:05 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER HOLT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

CONSENT AGENDA

- MOTION TO APPROVE CONSENT AGENDA ITEMS 5 -6 BY
HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF JULY 12TH, 2010, AND JULY 20TH, 2010
 6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

REGULAR AGENDA

7. MOTION TO TABLE SUBMITTING FORMAL APPLICATION FOR ASSISTANCE FOR FUNDING THROUGH THE TEXAS DEPT OF HOUSING AND COMMUNITY AFFAIRS IN REGARD TO FLOODING EVENT JUNE 9-10, 2010 BY JUDGE DAVENPORT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
8. PUBLIC HEARING ON RAIL CROSSING CLOSURE AT CO.RD. SE 1240(DOT NO. 597210P) RR MILEPOST 223.15 AND CO.RD. SE 1230 (DOT NO. 597211W)
TO WIT PG 123A
JAMES COOPER, JOHNNY ROBINSON, AND THOMAS SIKES-DO NOT WANT CROSSING CLOSED MANILY REFERRING TO SECR 1240

9. MOTION TO APPROVE AWARDING COMMISSARY CONTRACT FOR NAVARRO COUNTY JAIL TO LONE STAR BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 124-150**
10. MOTION TO APPROVE THE AUTHORIZATION TO MAINTAIN TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEMS PLAN PROVISIONS FOR THE PLAN YEAR 2011 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED **TO WIT PG 151**
11. MOTION TO APPROVE PROFESSIONAL SERVICES CONTRACT BETWEEN NAVARRO COUNTY AND TIM GLENDENING AND ASSOCIATES, INC. FOR SERVICES RENDERED TO IMPLEMENT AND ADMINISTER NAVARRO COUNTY'S COMMUNITY DEVELOPMENT PROGRAM DISASTER RELIEF FUND BY THE TEXAS DEPARTMENT OF RURAL AFFAIRS BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 152-164**
12. NO AGENDA ITEM #12
13. MOTION TO APPROVE MONTHLY TAX COLLECTION REPORT BY RUSSELL HUDSON BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 164-169**
14. MOTION TO APPROVE INTERLOCAL TAX COLLECTION AGREEMENTS FOR THE CITY OF KERENS, CITY OF BARRY, CITY OF BLOOMING GROVE, CITY OF DAWSON, AND THE CITY OF EMHOUSE BY HERRINGTON SEC BY OLSEN **TO WIT PG 170-184**
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE COUNTY TREASURER'S REPORT BY RUBY COKER BY HOLT SEC BY WARREN **TO WIT PG 185**
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE RELEASING ROAD BOND FOR SHORES PHASE 10, PRECINCT 2 BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE BURN BAN BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

18. MOTION TO APPROVE APPLYING TO THE FEDERAL COMMUNICATIONS COMMISSION FOR MODIFICATION OF THE COMMISSIONER'S RADIO REPEATER LICENSE TO NARROWBAND OPERATIONS BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
 19. MOTION TO APPROVE COUNTY AUDITOR'S JUNE 2010 MONTHLY FINANCIAL REPORT, PURSUANT TO LGC SEC. 114.024 BY HERRINGTON SEC BY OLSEN **TO WIT PG 186-188**
ALL VOTED AYE MOTION CARRIED
 20. MOTION TO APPROVE AUDITOR'S QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2010, PURSUANT TO TX GC SEC. 256.023 BY OLSEN SEC BY WARREN **TO WIT PG 189**
ALL VOTED MOTION CARRIED
 21. MOTION TO APPROVE CERTIFYING UNBUDGETED REVENUE PAID BY ROAD AND BRIDGE PRECINCT 3 TO PRECINCT 1 FOR THE PURCHASE OF CULVERTS PURSUANT TO LOCAL GOVERNMENT CODE 111.0707 BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
 22. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN ACCORANCE WITH LOCAL GOVERNMENT CODE 111.070 DUE TO RECEIPT UNBUDGETED FUNDS BY HERRINGTON SEC BY HOLT
ALL VOTED AYE MOTION CARRIED **TO WIT PG 190**
 23. MOTION TO APPROVING BUDGET WORKSHOP TO BE HELD AT 2:00 IN THE COMMISSIONER'S CONFERENCE ROOM BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
 24. MOTION TO RECESS UNTIL 2:00 P.M. BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
- MOTION TO COME OUT OF RECESS BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

- 25. BUDGET WORKSHOP
KATHY HOLLomon PRESENTED OVERVIEW OF BUDGET

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

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JULY 26, 2010.

SIGNED 26 DAY OF JULY, 2010.



SHERRY DOWD, COUNTY CLERK



#8

123A

NAVARRO COUNTY COMMISSIONERS COURT

PUBLIC COMMENTS PARTICIPATION FORM

Item #8

Public Hearing on Road Closure
PRINT NAME AND SUBJECT

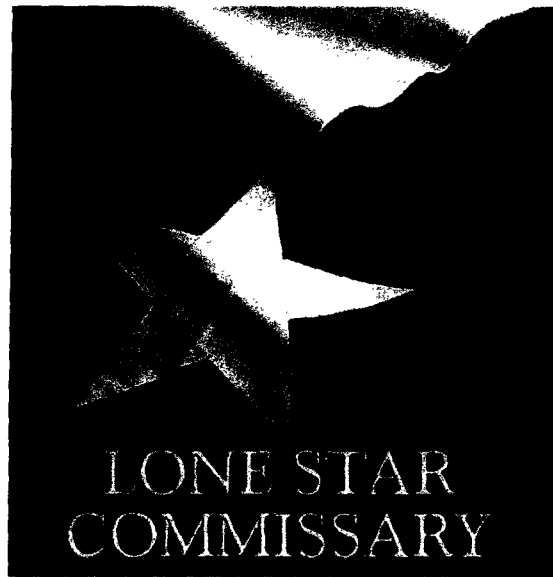
Date 7-26-10

NAME	SUBJECT
1. <u>James Cooper</u>	<u>ROAD closure</u> ✓ <u>OPPOSED</u> <u>CR 1240</u>
2. <u>MAJAY Johnny Robinson (Streetman)</u>	<u>SEC 1240</u> <u>opposed.</u>
3. <u>Tom Sikes</u>	<u>use both roads.</u> ¹²³⁰ ₁₂₄₀ <u>opposed closing</u>
4. <u>Phil Foster w/ BNSF RR.</u>	<u>Public Safety is MAIN CONCERN.</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

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RECEIVED

JUL 12 2010
NAVARRO COUNTY
AUDITOR'S OFFICE



**REQUEST FOR PROPOSAL
INMATE COMMISSARY SYSTEM**

RFP No. 2010-CM-014
July 8th, 2010

NAVARRO COUNTY AUDITOR'S OFFICE
Navarro County Courthouse
Kaufman County Law Enforcement Center
300 West Third Avenue, Suite 10
Corsicana, Texas 75110

Original



Lone Star Commissary

3664 State Hwy 19
Huntsville, TX 77320
Office: 936-594-8333
FAX: 936-594-8337
lonestarcmm@windstream.net

Navarro County
300 West Third Avenue, Suite10
Corsicana, Texas 75110

Dear Navarro County,

Thank you for allowing us the opportunity to respond to the Navarro County Sheriffs Request for Proposal to provide Commissary Services for Navarro County. Lone Star Commissary has been created at the request of a number of Texas sheriffs, with the express goal of supplying counties with *customer-centered* commissary services. Lone Star's mission is to **know** our clients **personally**, and **individually**, and have them know us in order to maintain an open, collaborative relationship with county administration and staff.

Lone Star Commissary will provide a cost-effective, computerized Inmate Accounting System modified to the specifications of government auditor's reporting standards. We will furnish and maintain all facility hardware and software at no cost to Navarro County, while giving you the highest quality commissary goods at a price comparable to retail.

Please give us a call 936-594-8333, or my cell phone at 936-661-7492 if we can provide any additional information. We hope that you join the growth of our company, which will offer you the best in modern technology, while holding true to the old-fashioned ideas.

Lone Star Commissary
Where the customer not only comes first, he is still always right!

Sincerely,

Tim Calcote
Chief Operating Officer


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Pricing
Commissary Service Agreement

Navarro County, Texas
RFP No. 2010-CM-014
Inmate Commissary System

V. SPECIFICATIONS/RESPONSE PACKAGE

<u>Lone Star Commissary</u>		<u>61-1444807</u>
COMPANY SUBMITTING PROPOSAL		FEDERAL ID NUMBER
<u>3664 State Hwy 19</u>		
ADDRESS		
<u>Huntsville, Texas 77320</u>		
CITY, STATE, ZIP		
<u>Tim Calcote, Chief Operating Officer</u>		
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
<u>936.594.8333</u>	<u>936.594.8337</u>	
TELEPHONE NO.	FAX NO.	
<u>lonestarcmm@windstream.net</u>		
e-mail.		
		<u>07/02/2010</u>
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE

Please include a detailed description of the system being submitted for this RFP. This page and the pages (pages 8-14) that follow make up the complete response package for this RFP.

Please complete the following:

Commissary System Proposed: Lone Star Commissary Banking System

Total System Cost: There is no Cost to the County

This should include hardware, software, shipping, handling, installation, training and any maintenance needed.

Estimated Time of Delivery and Installation: Same Day Delivery and Installation.

Special requirements to be provided by County (See No. 8 in specifications). Network

Connection, accessibility to county network for sharing of software, laser checks to release

inmates.

OFFEROR'S RESPONSE TO SPECIFICATIONS

Please indicate whether or not you meet specifications by indicating "Yes" or "No" in the blank provided for each item listed below.

If you answer "No", please specify on an attached sheet the reason for not meeting the required specification.

Please complete the following:

**Included in System Proposal
Yes / No
(If no please explain)**

- 1) System must have the ability to scan order forms and automatically debit inmate accounts. Yes
- 2) The Company must provide orders in individual bags. Yes
- 3) System must be able to change/transfer inmate folder numbers. Yes
- 4) System must have the ability to restrict certain menu options to "Supervisors Only". Yes
- 5) System must have the ability to restrict certain menu items available in the case of medical restrictions (i.e. diabetic). Yes
- 6) System must have the ability to print both daily and monthly reports as needed. Yes
- 7) System must have the ability to print both medical and dental reports. Yes
- 8) The hardware must be provided by the Commissary Company. (Specify on page 8 any special requirements the County must meet in order to operate the Commissary System (i.e. dedicated phone line)). Yes
- 9) The Commissary Company must provide 24 hour support 7 days a week. Yes
- 10) All taxes must be paid by the Commissary Company. Yes
- 11) Supplies necessary to operate the system (computer paper, ribbons, order forms, etc.) must be furnished by the Commissary Company. Yes

Navarro County, Texas
RFP No. 2010-CM-014
Inmate Commissary System

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 July 1, 2010, who, after being duly sworn, did depose and say: "I, Tim Calcote, am a duly authorized officer or agent for Lone Star Commissary, 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.

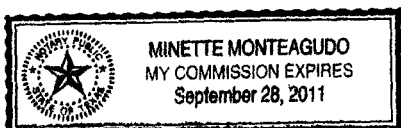
Name and Address of Bidder: Lone Star Commissary
3664 State Hwy 19
Huntsville, Texas 77320
Telephone: 936.594.8333

By: Tim Calcote Title: Chief Operating Officer
(Type or Print Name)

Signature: *Tim Calcote*

SUBSCRIBED AND SWORN to before me by the above named on this the 6th day of JUNE, 2010.

Minette Monteagudo
Notary Public in and for the State of Texas



VENDOR REFERENCES

Company: Lone Star Commissary

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

REFERENCE 1

Company Name: Nacogdoches County

Address: 2306 Douglas Hwy, Nacogdoches, Texas 75961

Contact Person/Title: Sheriff Thomas Kerrs

Phone: 936.560.7790 Fax: 936.560.6446 e-mail: _____

Contract Period: 11/02/1995 – 11/02/2010 Scope of Work: Inmate Commissary

REFERENCE 2

Company Name: Kaufman County

Address: 1900 East US Hwy 175, Kaufman, Texas 75142

Contact Person/Title: Sheriff David A. Byrnes

Phone: 972.932.4337 Fax: 972.932.9752 e-mail: _____

Contract Period: 3/31/2010 – 3/31/2015 Scope of Work: Inmate Commissary

REFERENCE 3

Company Name: Gregg County

Address: 101 E. Methvin, Longview, Texas 75601

Contact Person/Title: Sheriff Maxey Cerliano

Phone: 903.753.3560 Fax: 903.234.2240 e-mail: _____

Contract Period: 6/08/2009 – 6/08/2014 Scope of Work: Inmate Commissary

Navarro County, Texas
RFP No. 2010-CM-014
Inmate Commissary System

RESIDENCE CERTIFICATION

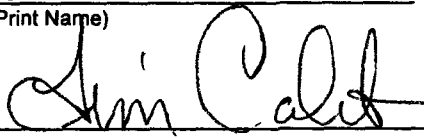
Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Navarro County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Lone Star Commissary is a Resident Bidder of Texas
[Company Name]
 as defined in Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
[Company Name]
 defined in Government Code §2252.001 and our principal place of business
 is _____.
[City and State]

By: Tim Calcote Title: Chief Operating Officer
(Type or Print Name)

Signature: 

NAVARRO COUNTY, TEXAS
RFP NO. 2010-CM-014
INMATE COMMISSARY SYSTEM

MINIMUM INSURANCE REQUIREMENTS

- The Offeror shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to Navarro County.
- The County reserves the right to require additional insurance should it be deemed necessary.

A. Workers' Compensation (with Waiver of subrogation to Navarro County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee.

B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Navarro County shall be named as "additional insured" on commercial general liability policy.

C. Automobile Liability Coverage:

\$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Navarro County shall be named as "additional insured" on automobile policy.

Attach copies of current insurance coverage that meets or exceeds these requirements to this page and include in the response package. Failure to provide this information may result in disqualification of Offeror.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

ALB DATE
UOBB 07-01-2010

PRODUCER
ASSOCIATED INSURANCE MANAGERS/PHS
615109 P: (866)467-8730 F: (877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LCONE STAR COMMISSARY, LLC
3664 STATE HIGHWAY 19
HUNTSVILLE TX 77320

INSURERS AFFORDING COVERAGE
INSURER A: Hartford Lloyd's Ins Co
INSURER B: Hartford Underwriters Ins Co
INSURER C: Hartford Casualty Ins Co
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	61 SBA TY2242	12/26/09	12/26/10	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY	61 UEC AGC941	12/26/09	12/26/10	COMBINED SINGLE LIMIT (Ca accident) \$500,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY				ANY AUTO
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	61 WEC PK5974	12/26/09	12/26/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$500,000				
	E.L. DISEASE - CA EMPLOYEE \$500,000				
	E.L. DISEASE - POLICY LIMIT \$500,000				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

Navarro County
312 W 2ND AVE
CORSICANA, TX 75110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jac Tailor

**NAVARRO COUNTY, TEXAS
RFP NO. 2010-CM-014
INMATE COMMISSARY SYSTEM**

OFFEROR'S BUSINESS STATEMENT

Please briefly describe below, or on a separate sheet, your business including, but not limited to, number of years in business, number of employees, the products and services your company specializes in and any other information that may be helpful to the County in the proposal evaluation process.

Company: Lone Star Commissary

Please see attached information for more details on Lone Star Commissary.

BIDDER'S BUSINESS STATEMENT

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BRIEF OVERVIEW

Lone Star Commissary located in Huntsville Texas, was formed April 1, 2003 to provide commissary management in institutional and correctional facilities. Within the first six weeks of Lone Star's creation, the first contract for commissary service at Nacogdoches County, a facility of 300 inmates, was signed. Within the next 18-month's we at Lone Star signed 13 more contracts for a total of 14 accounts with an estimated inmate count of 3700. As well as bulk sales to Potter County with 650 inmates

STAFF / EXPERIENCE / CREDENTIALS

The company's abilities to provide commissary service can be measured by the experience of our Chief Operating Officer, Director of Purchasing, Director of Field Operations, and Software Specialist.

Lone Star Commissary Staff Profile's

Tim Calcote is the Chief Operating Officer. Tim has over ten years of upper management sales experience with the Texas Department of Criminal Justice. The TDCJ experience gives him the added knowledge of the unique requirements necessary when dealing with inmates. Additionally, for the past three years, Tim has been the Vice President of Sales/ Marketing for a \$50 million commissary company. His expertise and special skills focused on the total package of customer service for commissaries. During his tenure as the VP of Sales/ Marketing, his commissary company's accounts expanded from two states to 23, and increased in number by 400%.

Tim Calcote has served on the Board of Directors for the Texas Jail Association for four out of the last five years. Tim has the honor of being the only vendor to have ever held this position for more than one year consecutively. Tim is also an active supporter of the National Major Gang Task Force, which further enhances his ties with the law enforcement community.

John Coggin is Lone Star's Director of Purchasing and Shipping. His experience includes twelve years in the home-health care management business. His responsibilities included overall warehouse management, routing drivers, and ordering of all inventory. John also has over two years experience with retail grocery management.

Richard Sparkman is the Director of Field Operations. He has worked in Graphic Design for the Marketing Division of TDCJ. He has eleven years experience with the Industry Division, where he gained his warehouse experience. He also has a Bachelor's degree in Agriculture Business from Sam Houston State University.

Danny Dempsey is Lone Star's Software Specialist. He has been with the company for over 6 months and is controlling all software and hardware issues.

He recently retired from Texas Department of Criminal Justice after serving them proudly for over 20 years. His experience in jail management along with strong work ethics is what this company strives to achieve.

PROPOSED PRODUCT(S)/SYSTEM/SERVICE(S)

Operational Statement

Lone Star Commissary proposes to receive all county inmate orders via electronic orders to provide the most convenient, cost-effective processing possible. The inmate orders from each housing area will be processed and debited upon completion of order. Orders will be taken one (1) of two (2) ways:

1. You may use an on-site **scanner**, provided by Lone Star, which will permit Scantron forms to be used as the order form.
2. We have an Inmate Based Phone System where the inmate has a speed dial to an inhouse computer that allows them to check account balances and place there order as well as review there order before the order is placed.

Labor savings on Phone Based Ordering:

5 officers passing out and picking up scan-trons.

5 x 60 minutes each = 5 hours per day x twice a week = 10 hours per week

10 hours per week	
x <u>52</u> weeks in a year	
520 hours per year	
x <u>\$20</u> per hour	
\$10,400 per year savings	

The abover figure is just what is saved by not having them pass out sheets for commissary, not to mention the amount of time it's taking away from them doing there duty as a jailer.

Also with Lone Star's phone based ordering system the inmates can call the computer system and check there own account balance, no more need to bother Navarro County staffing to gain information about an inmates balance.

3. You may **manually** input the inmate orders.

The stock items will be delivered from the Huntsville, Texas warehouse facility. To further assure your confidence in the deliveries the local authorities have agreed to provide regular inspections of this facility by their canine drug team. The products will be shipped to the facility in Lone Star Commissary climate controlled vehicles, and packed in sturdy plastic tubs.

General Requirements

Lone Star Commissary will provide an inmate accounts system. This system is a sophisticated inmate banking system that accurately tracks inmate and facility accounts while maintaining a secure cash-free jail environment. This Microsoft® Windows-based program provides powerful Generally Accepted Accounting Principles (GAAP) reports, with dynamic updates, and polished user interfaces. The software permits a decrease in facility continuing manpower requirements, as well as reduces the initial training time needed. It will be provided at no cost to the County.

We will provide a check for the proceeds of each month's activity within fifteen days after the end of the month.

We will start the Commissary Service within thirty (30) days of the execution of the contract.

We will communicate openly and frequently with the County Sheriff to ensure the delivery schedule is the one most convenient for his facility.

All costs for the telephone service expenses will be assumed by Lone Star Commissary.

Work Plan

Installation:

We will install all software and hardware needed to accommodate your county needs within (30) days of the execution of the contract.

Education & Training:

Due to the user-friendly software, training is usually scheduled for one (8) hour day after the hardware and software is fully installed.

Testing and Support:

Testing can be completed as soon as all hardware and software is installed. We have created a toll-free number for your use to reach Lone Star Commissary 24 hours a day, 7 days a week. This number is 1-936-594-8333. You may use us as your single point of contact whether your maintenance is related to the software or the hardware.

Impact on current system:

Our system is capable of interfacing with a multitude of server applications and software.

Maintenance:

Our preventative maintenance can be performed electronically, without your commissary operation experiencing any downtime. As improvements and enhancements are added to the software program, you will receive all updated versions of the software at no charge. We will provide same day service for non-scheduled service problems. Maintenance will be provided from Huntsville, Texas. Facilities using our software have been overwhelmingly positive regarding its dependability

and ease of use. No facility has ever canceled their contract due to the software performance.

Our policy will be to provide you with replacement equipment, in the event of unanticipated problems. We will stand behind our computers and software, and will ensure that your Commissary is operational for you in your facility. Our unique past experience within prison management provides us the added recognition of the critical morale impact upon inmates in keeping the commissary function ongoing.

Documentation:

✓Reliable and State-of-the-Art

We will provide your facility with the Dell® computer equipment to support the number of inmates in your facility, to include printers and laptop computers. These systems will be 2.4 GHZ with 512K cache and 512 MB, 256 MHZ. The PC will feature a second hard drive to provide additional security through an automatic back-up system and will integrate wireless technology. It will be warranted and maintained by the Texas-based Dell® corporation.

✓Security

The Lone Star commissary system program is only accessible through passwords. Each individual will have their own, so there is complete tracking of all events by user. The level of access can be defined for different types of users, so that you will have complete control over which areas your users may view or change. The system can be set to automatically delete inactive passwords, and you may add, edit or delete users to the system.

✓Recognizable Features

Since the program is Windows-based, the learning curve is much quicker for any user that is already familiar with Windows programs, such as Microsoft Word. There are on-screen help buttons, and step-by-step guides for performing each function.

✓A Quick Look at the Software Features

- You can open an inmate account upon booking
- Change an incorrectly-typed ID number
- Manually issue receipt numbers or automatically generate receipt numbers
- Add funds to an inmate's account
- Edit the inmate account information
- Place age and/or gender restrictions on specific purchases
- Close out an account with an automatic check writer
- Reopen an account

✓The Reports and Tools Available

- You may view all reports on the screen and/or print them
- Details are provided for inmates filtered by location, only open accounts, or closed accounts. You are able to quickly find the information that you need when you need it.
- Daily transaction reports for all the money received and released
- On-screen balance report to verify you are balanced

- Indigent tracking and special ordering capabilities for indigents
- Outstanding inmate bills
- Paid inmate bills
- Complete inmate billing history
- Inmate Deposits
- Automatic receipt printing
- Detailed transactions and account balances
- Demographics of an account

✓**Facility Account Management**

- Opening and editing Accounts
- Adding funds to Accounts
- Writing checks
- Billing individual facility accounts

✓**Financial Management**

You may automatically write and print checks from inmate or facility accounts, and a reconciliation feature is provided. You have the ability to void, cancel the void, or reprint checks. Complete tracking is provided for daily deposits and integrated reports are available for finding discrepancies

✓**Auditor's Tools**

Attached is a special listing designed just for the County auditors to provide examples of the screen shots and reports that are available to ensure the system is recording all transactions properly.

Conversion:

Lone Star Commissary will convert your current inmate account balances over to our new software, which will reduce the amount of time for switch over.

Summary

Lone Star Commissary is a new company, but our knowledge, skills, and integrity, are not. We at Lone Star are committed to SERVICE.

We believe in Strong planning, and we feel that any decision-making involving your account should have your complete employee participation

Our goal is to provide an Excellent delivery of your product. We know your inmates will be relying on us, and we will give them a quality product, while dropping the price on the majority of the items. Lone Star will use name brand, high quality items, while also providing larger products at the same price.

Respecting all individuals will be the main motto by which we operate. Due to our direct work experience within TDCJ and counties, we possess a special respect for the officers entrusted with the responsibilities of managing correctional facilities. We understand the importance of the commissary functioning smoothly as a method in helping control the security side of the facility.

A Vigorous pursuit of competency will be inherent in our every action. We will personally deliver your products to ensure you receive service you deserve. We

are confident that our software package is the best available in the commissary market today. We want you to feel completely confident and we'll do everything possible to assure that.

Quite possibly, the primary reason that Lone Star Commissary was founded was to assure that Integrity and honesty were basic to every aspect of our company. These are the foundation upon which we live and upon which we conduct our business.

The software system, which will be used, was created because of close, in-depth Communication with law enforcement officials. We want you to know us one-on-one, and feel free to communicate any concerns at any time. We will listen to you, and ensure your voice is the one that determines our actions.

Equitable treatment simply means treating people the way we want to be treated. It's an old-fashioned rule----and the right one. We will follow it unfailingly.

We at Lone Star Commissary want to partner with you and provide the best **SERVICE** possible. We will be the most flexible, reliable, and determined to exceed your expectations. We will provide a quality product for your inmates, in a cost-effective way for your employees, while providing a documented, trustworthy system for your auditors. We look forward to a future of growth with you.

PRICING/FEES

Commission:

Pay 20% commission.

The commission check will be due by the 20th of each month for the prior month's activity for all invoices paid by the Client. The commission to be paid to The Navarro County Inmate Trust Fund shall be 20% of the sum of Total Gross Sales (inclusive of Sales Tax) less all Sales Taxes less any or all agreed upon items to be excluded from the Sales Total as listed below:

1. U.S. Postage
2. Postage Products
3. Phone Cards
4. Tobacco

List of Inmate Commissary Items:

Price includes tax:

* Indicates Tax Free items:

Navarro County Menu

Item #	Product Description and Size	
CLOTHING -----		
1501	Boxer sz. Sm.	\$5.44
1502	Boxer sz. Med.	\$5.44
1503	Boxer sz. Lg.	\$5.44
1504	Boxer sz. XL	\$5.44
1505	Boxer sz. 2XL	\$6.22
1506	Boxer sz. 3XL	\$6.22
1507	Boxer sz.4XL	\$6.22
1508	Boxer sz.5XL	\$6.22
1519	Panties sz. 5	\$3.62
1520	Panties sz. 6	\$3.62
1521	Panties sz. 7	\$3.62
1522	Panties sz. 8	\$3.62
1523	Panties sz. 9	\$3.62
1524	Panties sz. 10	\$4.08
1525	Panties sz. 11	\$4.08
1526	Panties sz. 12	\$4.08
1542	Sport Bra 32 cup	\$10.85
1543	Sport Bra 34 cup	\$10.85
1544	Sport Bra 36 cup	\$10.85
1545	Sport Bra 38 cup	\$10.85

1564	White Socks	\$2.49
1565	Thermal Top SM	\$9.18
1566	Thermal Top M	\$9.18
1567	Thermal Top L	\$9.18
1568	Thermal Top XL	\$9.18
1569	Thermal Top 2XL	\$9.18
1772	White Hankerchief	\$1.76

PERSONAL CARE AND HYGIENE-----

2601	Q-Tips 20ct.	\$0.84
2605	Irish Spring 4.5 oz.	\$1.81
2608	Dial Antibacterial Soap 4.0 oz.	\$1.81
2610	Deodorant Soap 4.5oz.	\$1.62
2611	Shampoo 15 oz.	\$3.62
2612	Conditioner 15 oz.	\$3.62
2613	Dandruff Shampoo 11 oz.	\$3.77
2614	Hair Pomade 4 oz.	\$2.36
2615	Bergamont 4 oz.	\$2.36
2616	Styling Gel 16 oz.	\$4.78
2619	Toothpaste 1.3 oz.	\$2.04
2620	Toothpaste 3 oz.	\$3.22
2623	Ivory Soap 3.1 oz.	\$1.53
2624	Dove Soap 4.75 oz.	\$4.22
2627	Soap Dish	\$1.34
2629	Toothpaste Gel 4oz.	\$3.93
2630	Mens Deodorant 2.25 oz.	\$3.45
2631	Womens Deodorant 2 oz.	\$4.22
2637	Cocoa Butter Lotion 20 oz.	\$4.22
2640	Club Brush Plastic No Handle	\$3.02
2652	Small Hair Pick	\$1.09
2653	Small Rake Comb	\$1.09
2655	Detergent Single use	\$1.56
2660	Shave & Bath Gel 4oz.	\$2.77
2661	Magic Shave Mild 6 oz.	\$10.00
2670	Denture Adhesive	\$7.66
2671	Denture Tablets 2 ct.	\$0.67
2675	Douche 6 oz.	\$2.76
2676	Tampons 8 ct.	\$3.58
2677	Sanitary Napkin 1 Each	\$0.43
2680	Petroleum Jelly	\$1.79
3681	Cold Cream Face Wash	\$3.57

MEDICINE-----

3811	*Extra Strength Tylenol 2 ct.	\$0.92
3812	*Advil 2 ct.	\$0.92
3818	*Eye Drops	\$5.15
3820	*Antacid roll (12 tablets)	\$2.18

3822	*Alka Seltzer 2 ct.	\$0.92
3830	Halls Cough Drops Cherry 9 ct.	\$2.25
3831	Halls Cough Drops Menthol 9 ct.	\$2.25
3861	Anti-Fungal Cream 15g	\$8.18
3862	Foot Powder 4oz.	\$3.02
3864	*Oral-Gel .25oz.	\$10.47
3875	Lip Balm .15 oz.	\$1.93
STATIONARY-----		
4202	Drawing/Scratch Pad 50pgs	\$4.05
4206	Flex Pen	\$0.92
4215	*Stamp .37	\$0.50
4216	*Pre-Stamped Envelope	\$0.64
4217	Envelope #10 Plain	\$0.14
4218	Legal Envelope (no clasp)	\$0.48
4230	File Jacket	\$3.58
4232	Lined Writing Tablet 8.5x11	\$2.28
MISCELLANEOUS-----		
4712	Hot Pots	\$30.23
4720	Playing Cards	\$3.70
4721	Uno Cards	\$14.48
4723	Crossword Puzzle Book	\$6.18
4750	Plastic Bowl	\$1.93
CANDY-----		
5150	Snickers 2.07oz.	\$1.14
5151	Reeses PB Cup 1.5oz.	\$1.14
5152	Hershey's w/Almonds 4.15oz.	\$1.14
5153	M&M Peanuts 1.74oz.	\$1.14
5154	M&M Plain 1.69oz.	\$1.14
5157	Kit Kat 1.5oz.	\$1.14
5158	3 Musketeers 2.13oz.	\$1.14
5159	Plain Hershey 1.55oz.	\$1.14
5161	Milky Way 2.05oz.	\$1.14
5162	Baby Ruth 2.1oz.	\$1.14
5169	Snickers w/Almonds 1.76oz.	\$1.14
5170	Butterfinger 2.1oz.	\$1.14
5172	Sweet and Salty Mix	\$1.57
5173	Salted Peanuts	\$1.34
5174	All Energy Trail Mix	\$1.70
5175	Mango Pineapple Trail Mix	\$1.57
5180	Assorted Jolly Rancher 4oz.	\$1.81
5181	Starburst 2.07oz.	\$1.14
5183	Atomic Fireballs 4oz.	\$1.81
5184	Butterscotch 4.5oz.	\$1.81
5185	Sugar Free Fruit Candy 2oz.	\$1.81
5186	Tootsie Pop .6oz.	\$0.37
5189	Strawberry Pop Tart	\$1.50

5191	Marshmallow Treat 1.3oz.	\$1.14
5192	Brown Sugar Pop Tart	\$1.50
5193	Pay Day Bar	\$1.14
5194	Skittles Original	\$1.14
5195	Sweet Tarts	\$1.14

BEVERAGES-----

6410	*Coffee Single Serve	\$0.52
6415	*Coffee Soft Pack Large 3oz.	\$6.37
6419	*Tea w/lemon/sugar .75oz.	\$0.40
6420	*Hot Cocoa Single 1oz.	\$0.54
6430	*Cherry Drink Instant 1ct. 4g.	\$0.40
6435	*Lemon Drink Instant 1ct. 4g.	\$0.40
6440	*Orange Drink Instant 1ct. 4g.	\$0.40
6445	*Tropical Drink Instant 1ct. 4g.	\$0.40

FOOD-----

7010	Flour Tortillas 12ct. 18oz. 7in.	\$3.58
7011	Grape Jelly 12oz.	\$4.22
7012	Peanut Butter 18oz.	\$5.39
7013	Strawberry Jelly 12oz.	\$4.47
7014	Dill Pickle 4oz.	\$1.93
7015	Hot Pickle 4oz.	\$1.93
7020	*Noodle Beef 3oz.	\$0.73
7021	*Noodle Chicken 3oz.	\$0.73
7023	*Noodle Hot & Spicy 3oz.	\$0.73
7031	Beef Sausage 5oz.	\$3.99
7032	Beef Sausage Hot & Spicy 5oz.	\$3.99
7038	Squeeze Cheese Cheddar 1oz	\$1.40
7039	Squeeze Cheese Jalapeno 1oz	\$1.40
7040	Salt 10ct.	\$0.32
7041	Pepper 10ct.	\$0.32
7043	Sugar Substitute 10ct.	\$0.67
7044	Non-Dairy Creamer 10ct.	\$0.79
7045	Hot Sauce 5 ct.	\$0.73
7046	Mayonnaise 10ct.	\$1.45
7047	Mustard 10ct.	\$1.45
7050	Sweet Relish 10ct.	\$2.19
7053	Toasted PB&Crackers 1.38oz.	\$0.73
7054	PB on Cheese Crackers 1.38oz.	\$0.73
7055	Grape Jelly Squeeze	\$0.58
7056	Lg. Saltine Crackers (4 slv)	\$3.58
7057	Lg. Snack Crackers (3slv)	\$3.58
7058	Saltine Crackers (1 slv)	\$2.10
7059	Snack Crackers (1slv)	\$2.10
7060	Oats and Honey Granola Bar	\$1.02
7062	Saltine Cracker 8pk.	\$0.64
7082	Tuna 3oz.	\$3.38

7084	*Deh Ref Pto Jal 8oz.	\$3.81
7085	Beef Stew 7.5oz. Pouch	\$3.38
7086	Hot Chili w/Beans 7.5oz.	\$3.38
7088	Sliced Jalepeno .7oz.	\$1.03
7089	Sardine Pouch 3oz.	\$2.28
7090	*Refried Beans & Rice 2oz.	\$1.81
7091	*White Rice 2oz.	\$1.08
7095	Bear Claw	\$1.56
7100	Banana Moon Pie	\$1.03
7101	Choc. Moon Pie	\$1.03
7102	Honey Bun 4oz.	\$1.19
7108	Cupcake Chocolate	\$1.56
7109	Cinnamon Roll	\$1.56
7110	Powder Mini-donuts 3oz.	\$1.56
7111	Choc. Mini-donuts 3oz.	\$1.56
7112	Famous Amos Choc Chip	\$1.66
7115	Buddy Bars	\$1.19
7118	Cookies Duplex 5oz.	\$1.42
7121	Cookies Peanut Butter 5oz.	\$1.42
7122	Vanilla Cream Cookies	\$1.42
7123	Lemon Cream Cookies	\$1.42
7125	Cheetos Crunchy 2.125oz.	\$1.14
7126	Cheetos Flamin Hot 2.125oz.	\$1.14
7129	Fritos Chili Cheese 2.25oz.	\$1.14
7131	Tortilla Chips Nacho Cheese 1.75oz.	\$1.14
7141	White Chd Chs Popcorn	\$0.83
7143	Cheez It	\$1.14
7145	Spicy Flavored Pork Skins 2.25oz.	\$1.47

* Indicates Tax Free items

COMMISSARY SERVICE AGREEMENT

THIS AGREEMENT made the 8th day of July , 2010, by and between **Navarro County Sheriff's Office**, hereinafter referred to as "**CLIENT**", with home offices located 300 West Third Avenue, Suite 10, Corsicana, TX 75110 and "**Lone Star Commissary**", hereinafter referred to as "**Lone Star Commissary**", with home offices located at 3664 State Hwy19,Huntsville, Texas 77320 for provision of commissary services to one (1) adult correctional facility located in the State of Texas at the following location:

Navarro County Sheriff's Office
300 West Third Avenue, Suite 10
Corsicana, TX 75110

WHEREAS, the **CLIENT** desires to avail itself of **LONE STAR COMMISSARY** services, and **WHEREAS**, **LONE STAR COMMISSARY** desires to provide commissary services for the **CLIENT**, now here fore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties, intended to be legally bound hereby, agree as follows:

I. CLIENT'S GRANT TO LONE STAR COMMISSARY

The Client grants unto Lone Star Commissary, as an independent contractor, the exclusive right to sell commissary products to inmates in the above referenced jail.

II. LONE STAR COMMISSARY'S RESPONSIBILITIES

- A.) Pursuant to the provisions of the Agreement, Lone Star Commissary will purchase, and maintain at high standards of quality, such mutually agreed number and type of inventory items at mutually agreed locations for the sales of food products, non-alcoholic beverages, and other such articles and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality. Lone Star Commissary warrants that prices are subject to ordinary price increases that might, from time to time be necessary due to market factors beyond the control of Lone Star Commissary, during the term of this contract.
- B.) Lone Star Commissary agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

COMMISSARY SERVICE AGREEMENT

III. FACILITIES AND EQUIPMENT

- A.) The Client has the option to select and designate a mutually agreeable time and place of service and type of products sold. Lone Star Commissary guarantees that all equipment installed will be new or like new and have the approval of the local health offices and that the equipment will meet the specifications published by the United States Public Health Federation and National Sanitation Foundation.
- B.) It is hereby agreed that neither the Sheriff nor the Navarro County Sheriff's Office assumes any responsibility whatsoever for any damage to the equipment while on its premises, unless the equipment is willfully abused or misused.

IV. INDEMNIFICATION

- A.) Lone Star Commissary shall indemnify The Client against any loss, damage, injury or death caused by Lone Star Commissary negligent acts or omissions or the negligent acts of Lone Star Commissary agents or employees, or losses, damages, injuries or death caused by Lone Star Commissary negligence and arising out of the consumption or use of the Products sold; provided, however, that nothing contained herein shall require Lone Star Commissary to defend or indemnify The Client for losses, damages, injuries or death arising out of the negligence of The Client, its agents or employees.
- B.) Lone Star Commissary's obligation to hold The Client harmless pursuant to the agreement shall be dependent upon The Client promptly notifying Lone Star Commissary in writing of any such claims or lawsuits against either Lone Star Commissary or The Client, but in no event not later than thirty (30) days after the date The Client first receives notification.

V. MENUS AND SERVICE SPECIFICATIONS:

The Client and Lone Star Commissary, will mutually agree on prices and services specification.

VI. LICENSES, PERMITS AND TAXES:

Lone Star Commissary will be responsible for all federal, state and local license, taxes and permits in connection with the commissary it provides for the Navarro County Sheriff's Office, except that Lone Star Commissary will have no liability for real estate or other taxes levied on property or equipment owned by the Client.

COMMISSARY SERVICE AGREEMENT

VII. INSURANCE:

Lone Star Commissary agrees to provide Workmen's Compensation, Comprehensive (including Product Liability), Bodily Injury and Property Damage Liability Insurance for the amounts to be sufficient minimum insurance for mutual protection of The Navarro County Sheriff's Office and Lone Star Commissary. Lone Star Commissary will furnish to The Navarro County Sheriff's Office certificates of insurance indicating that such coverage is in effect, and will annually furnish to The Navarro County Sheriff's Office, certificates of insurance indicating that such coverage is in effect and there has been no lapse of coverage.

VIII. FINANCIAL ARRANGEMENT

- A.) Lone Star Commissary will be reimbursed on a weekly basis from monies generated from the Inmate Trust Fund. This responsibility is to be monitored by The Navarro County Sheriff's Office. Outstanding balances greater than 30 days may be subject to interest @10%, per annum.
- C.) The commission check will be due by the 20th of each month for the prior month's activity for all invoices paid by the Client. The commission to be paid to The Navarro County Inmate Trust Fund shall be 20% of the sum of Total Gross Sales (inclusive of Sales Tax) less all Sales Taxes less any or all agreed upon items to be excluded from the Sales Total as listed below:
1. U.S. Postage
 2. Postage Products
 3. Phone Cards
 4. Tobacco

IX. INDEPENDENT CONTRACTOR RELATIONSHIP:

It is mutually understood and agreed, and it is the intent of the parties that subject where applicable, to the terms and conditions set forth in the direct sales to the Client's financial arrangement, if such is used, an independent contractor relationship is hereby established under the terms and conditions of this Agreement, that employees of Lone Star Commissary are not nor shall they be deemed to be employees of The Client and, that employees of The Client are not nor shall they be deemed to be employees of Lone Star Commissary.

COMMISSARY SERVICE AGREEMENT

X. LONE STAR COMMISSARY TITLE TO SOFTWARE & HARDWARE

- A.) All software installed by Lone Star Commissary pursuant to the provisions of this Agreement are and shall at all times remain the property of Lone Star Commissary, with title vested in Lone Star Commissary, and The Client shall have no property interest in said software. The Client agrees to permit only employees and agents of Lone Star Commissary to remove, open, copy, or tamper with said software of Lone Star Commissary. There shall be no unauthorized copies or modifications made to the software without the expressed written consent by an officer of Lone Star Commissary.
- B.) All hardware installed by Lone Star Commissary shall remain the property of Lone Star Commissary.
- C.) All Maintenance, Repair, or Replacement of hardware shall be the responsibility of Lone Star Commissary under normal operating conditions. Lone Star Commissary will not be responsible if equipment is abused or used for other purposes other than commissary functions.

XI. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of/or around August 1st, 2010, and shall remain in effect until July 31st, 2011, with a one-year option for the next four years upon agreement of both parties. It shall thereafter renew itself automatically for similar periods until either party gives notice of termination in writing by registered mail at least ninety (90) days prior to the expiration of this Agreement, or any renewal term hereof.

- A.) If either party refuse, fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated in Section XII hereof, the party claiming such failure shall give the other party a written notice of such breach. If within (30) days from such notice the failure has not been corrected, the injured party may cancel this agreement. Lone Star Commissary may cancel this agreement with 30 days notice if its operation becomes unprofitable.
- B.) Until the termination or expiration of this Agreement, Lone Star Commissary shall as soon thereafter as is feasible, remove its software and hardware.

COMMISSARY SERVICE AGREEMENT

XII. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority; either Local, State or Federal or because of riot, war, public disturbance, strikes, lockouts differences with workman, fires, flood, acts of God, or any other reason whatsoever which is not within the control of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligation hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

XIII. NOTICES:

All notices to The Navarro County Sheriff's Office shall be addressed to it at:
300 West Third Avenue, Suite 10
Corsican, TX 75110

All notices to Lone Star Commissary shall
 Be addressed to it at:
3664 State Hwy 19
Huntsville, Texas 77320

GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the day and year first above written.

**THE NAVARRO COUNTY
 SHERIFF'S OFFICE**

BY: Leslie A. Cotton Sr.
 Leslie A. Cotton, Sr
 Sheriff

DATED: 8-11-10

LONE STAR COMMISSARY

BY: Tim Calcote
 Tim Calcote
 Chief Operating Officer

DATED: 7-5-10

#10

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Navarro County, #274
Authorization to maintain TCDRS plan provisions
Plan year 2011

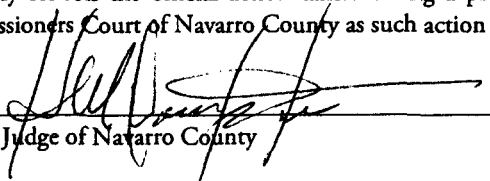
With respect to the participation of Navarro County in the Texas County & District Retirement System (TCDRS) for the 2011 plan year, the following order was adopted:

1. Navarro County makes no change in the plan provisions for non-retirees.
- * 2. With respect to benefit payments being paid to retirees or their beneficiaries, Navarro County (**check one box**):
 - does not adopt a cost-of-living adjustment (COLA).
 - adopts a ____% CPI-based COLA.
 - adopts a ____% flat-rate COLA.
- * 3. The required employer contribution rate for Plan Year 2011 will be the following:

(a) Required rate without COLA:	9.21%	
(b) COLA rate:	+ <u> -0- </u>	(enter 0 if not adopting a COLA)
(c) Total required rate (a + b):	= <u> 9.21% </u>	
- * 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Navarro County adopts for Plan Year 2011 (**check one box**):
 - the **total required rate** listed above.
 - add a new elected rate of _____%.
5. In the event the 2011 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Navarro County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Navarro County in TCDRS for Plan Year 2011 truly and accurately reflects the official action taken during a properly posted and noticed meeting on July 26, 2010, by the Commissioners Court of Navarro County as such action is recorded in the official minutes.



 County Judge of Navarro County

Dated: JULY 26, 2010

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

#11

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PROFESSIONAL SERVICES CONTRACT

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF NAVARRO:

THIS AGREEMENT MADE BY AND BETWEEN THE COUNTY OF NAVARRO, TEXAS (HEREINAFTER CALLED CLIENT), AND TIM F. GLENDENING & ASSOCIATES, INC., (HEREINAFTER CALLED CONSULTANT), FOR THE PURPOSE OF RETAINING CONSULTANT TO RENDER SERVICES TO IMPLEMENT AND ADMINISTER CLIENT'S TEXAS COMMUNITY DEVELOPMENT PROGRAM (HEREINAFTER TCDP) - DISASTER RELIEF FUNDS (HEREINAFTER DRF) ADMINISTERED BY THE TEXAS DEPARTMENT OF RURAL AFFAIRS (HEREINAFTER TDRA)

WITNESS TO:

SECTION 1.

The Client and the Consultant agree that the following provisions shall apply to the work to be performed under this Contract.

The Client agrees to employ the Consultant and the Consultant agrees to perform professional grant administrative services in connection with implementing Client's TCDP project as identified in the Performance Statement of Client's original contract with TDRA, and for having rendered such services, the Client agrees to pay the Consultant compensation as stated in the Sections to follow.

SECTION 2.

The Consultant shall perform such professional grant administrative services as may be necessary to accomplish the work required to be performed under this Contract, in accordance with this Contract and applicable TCDP requirements.

SECTION 3.

Consultant agrees to render Client the professional grant administrative services as provided in "Scope of Services and Payment Schedule" which document is attached hereto and incorporated herein for all purposes as if set out herein verbatim.

SECTION 4.

Consultant hereby agrees that in the implementation of this Contract, they will comply with all terms and conditions as may be required by TDRA or HUD. Consultant hereby agrees that in the implementation of this Contract, they will comply with Section 109 of the Housing and Community Development Act of 1974, and Title VI of the Civil Rights Act of 1964.

SECTION 5.

For and in consideration of the foregoing project and grant management services, Client agrees to pay Consultant a fee of Thirty-Four Thousand Dollars (\$34,000.00) in accordance with the "Scope of Services and Payment Schedule" which document is attached hereto and incorporated herein for all purposes as if set out herein verbatim. Said fees are to be provided directly from grant funds.

SECTION 6.

This Contract shall extend and be in full force for a term of twenty-four (24) months or until the Client's TCDP has been fully closed out by TDRA, which ever is later.

SECTION 7.

If either party shall fail to keep any of the specific agreements herein, the other party may, by giving the party in default written notice, cancel and terminate this Contract as and from the expiration of thirty (30) days of receipt of said notice. In the event of termination, Client agrees to pay Consultant the fee for all work completed prior to receipt of termination in accordance with the schedule set forth in Section 5, hereof.

SECTION 8.

It is understood and agreed that Client, TDRA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees hereby to maintain all records for a period of six months after Client makes final payment and all other pending matters are closed.

SECTION 9.

Client shall designate the County Judge to be authorized to act as Consultant's primary contact during the term of this Contract.

SECTION 10.

This document embodies the entire Contract of the parties hereto and no amendment, additions, or deletions will be valid except same be in writing and executed by the parties.

SECTION 11.

Client covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of this Contract. Client further covenants that in the performance of this Contract no person having such interest shall be employed by the Client, or shall be appointed as a member of Client's governing body.

SECTION 12.

The Consultant agrees to perform the services in this contract in accordance with the applicable generally accepted standards and shall use that degree of care and skill commensurate with the Consultant's profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services to be performed and the Consultant's performance.

SECTION 13.

The Client shall be the absolute and unqualified owner of all records or other documents prepared pursuant to this Agreement by the Consultant with the same force and effect as if the Client prepared the same. The Consultant may retain one set of reproducible copies of the documents and these copies shall be for the Consultant's sole use.

SECTION 14.

Client and Consultant agree that Consultant shall perform its duties under this Agreement as an independent contractor. Personnel employed by Consultant who performed duties related to this Agreement shall remain under the supervision, management and control of Consultant and shall not in any event be considered employees of Client.

SECTION 15.

This Agreement shall be construed according to, and the rights of the parties shall be governed by, the laws of the State of Texas. Venue will be proper in Navarro County, Texas.

SECTION 16.

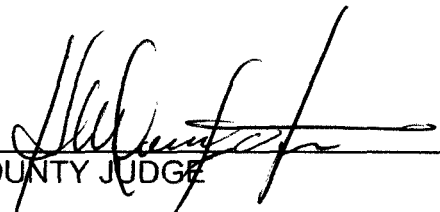
If any provision of this Contract is or be declared illegal, the remainder and balance of the Contract shall not be affected thereby.

SECTION 17.

This Contract is approved and duly executed by the Client and the Consultant on this the 26 day of July, 2010.

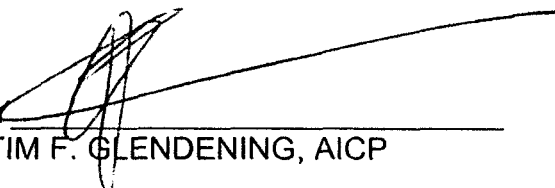
CLIENT:

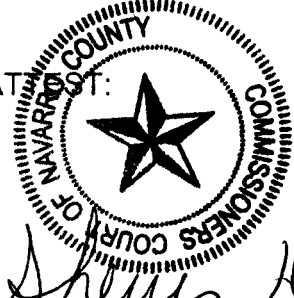

COUNTY OF NAVARRO

BY 
COUNTY JUDGE

CONSULTANT:

TIM F. GLENDENING & ASSOC., INC.

BY 
TIM F. GLENDENING, AICP

ATTEST:


COUNTY CLERK

SCOPE OF SERVICES AND PAYMENT SCHEDULE

The Client shall reimburse Tim F. Glendening & Associates, Inc., for management services provided based upon completion of major project milestones shown on the following scope of services for a maximum of \$34,000.00, to be provided by grant funds:

Procurement of Professional Services

Assist in solicitation of project engineer in accordance with TCDP procurement requirements and maintain all necessary documentation - \$n/c

Environmental Review

Prepare environmental assessment - \$n/c

Publish and disseminate public environmental notices - \$n/c

Request release of funds and send certification to TDRA - \$n/c

Clear project of TCDP contract environmental special conditions - \$9,000

Financial Management

Preparation and submittal of accounting certification to TDRA - \$1,000

Complete/submit grant fund recipient method to TDRA - \$1,000

Provide TDRA with grant funds depository account format - \$1,000

Prepare and submit depository/authorized signatory designation form to TDRA - \$1,500

Amendments/Reports

Prepare and submit initial quarterly progress report - \$2,000

Prepare and submit initial recipient disclosure report form - \$2,000

Process any/all project TCDP amendments - \$n/c

Acquisition

Prepare and submit required real property acquisition activities report with TDRA - \$3,000

Project Construction

Submit Personnel Cost Calculation Forms or Davis-Bacon rates to TDRA - \$n/c

Ensure review of plans/specifications by TxDOT - \$n/c

Request/obtain Davis-Bacon wage decision - \$n/c

Ensure bid advertisement is completed in accordance with TCDP requirements - \$n/c

Make 10-day wage confirmation call to TDRA - \$n/c

Verify construction contractor eligibility and submit to TDRA - \$n/c

Conduct pre-construction conference and prepare minutes - \$n/c

Prepare/submit notice of start of construction to TDRA - \$2,000

Prepare, submit and maintain monthly employment utilization reports - \$n/c

Fair Housing/Equal Opportunity

Implement and document current and required new activities for fair housing - \$2,000

Prepare Section 3 and Affirmation Action Plan - \$2,000

Prepare citizen complaint procedures - \$2,000

Prepare Section 504 requirements - \$2,000

Project Closeout

Prepare and submit certificate of construction completion to TDRA - \$500

Prepare and submit final wage compliance report to TDRA - \$500

Prepare and submit project completion report - \$2,500

Total for All Services - \$34,000.00

LIST OF CONDITIONS

1. **PERSONNEL.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract.
2. **REPORTS AND INFORMATION.** The Consultant shall prepare all progress reports required by TDRA to ensure continued compliance with applicable regulations.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant during this contract period are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior approval of the Client.
4. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
5. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Consultant agrees as follows:
 - A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this nondiscrimination clause.
 - B. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Consultant will include the provisions of the paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Client may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Client, the consultant may request the

United States to enter into such litigation.

6. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

7. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.

(a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded in whole or part with funds made available under this Title.

8. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or

workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

9. SECTION 503 HANDICAPPED (IF \$25,000 OR OVER) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship.

B. The Contractor agrees to comply with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify the Contractor of the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

10. INTEREST OF MEMBERS OF CLIENT. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS. No member of the governing body of the Client and no other public official

of Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

12. INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

13. LOCAL PROGRAM LIAISON. The County Judge or his/her authorized representative shall serve as the Consultant's primary contact.

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FILED FOR RECORD
AT 2:45 O'CLOCK PM

JUL 21 2010

SHERRY BROWN
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY [Signature] 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

13

NAVARRO COUNTY , TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JUNE 2010

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	183,122.89		26,299.28	209,422.17	7,490.51	201,931.66	1,128.27	15,513,534.57
DELINQUENT	28,635.07		10,381.19	39,016.26	2,738.60	36,277.66	7,724.82	%
TOTAL	211,757.96	-	36,680.47	248,438.43	10,229.11	238,209.32	8,853.09	1.18%
NAVARRO COLLEGE								LEVY
CURRENT	35,343.61		5,060.91	40,404.52	1,441.96	38,962.56	220.89	3,013,737.80
DELINQUENT	6,005.13	-	2,250.60	8,255.73	592.71	7,663.02	1,623.94	%
TOTAL	41,348.74	-	7,311.51	48,660.25	2,034.67	46,625.58	1,844.83	1.17%
CITY OF RICE								LEVY
CURRENT	2,170.05	-	314.30	2,484.35	89.46	2,394.89	6.00	111,678.45
DELINQUENT	476.08		137.37	613.45	36.74	576.71	122.28	%
TOTAL	2,646.13	-	451.67	3,097.80	126.20	2,971.60	128.28	1.94%
CITY OF KERENS								LEVY
CURRENT	2,662.67		374.47	3,037.14	106.94	2,930.20		244,872.02
DELINQUENT	225.95	-	87.68	313.63	23.04	290.59	62.73	%
TOTAL	2,888.62	-	462.15	3,350.77	129.98	3,220.79	62.73	1.09%
CITY OF CORSICANA								LEVY
CURRENT	65,972.33	-	9,333.07	75,305.40	2,663.15	72,642.25	310.12	7,513,503.60
DELINQUENT	15,509.91	-	5,025.32	20,535.23	1,333.88	19,201.35	4,089.10	%
TOTAL	81,482.24	-	14,358.39	95,840.63	3,997.03	91,843.60	4,399.22	0.88%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JUNE 2010

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	38.48		5.77	44.25	1.63	42.62		15,241.67
DELINQUENT	10.77		3.12	13.89	0.83	13.06	2.78	%
TOTAL	49.25	-	8.89	58.14	2.46	55.68	2.78	0.25%
CITY OF EMHOUSE								LEVY
CURRENT	526.02	-	69.79	595.81	20.09	575.72		8,598.91
DELINQUENT				-		-		%
TOTAL	526.02	-	69.79	595.81	20.09	575.72	-	6.12%
CITY OF RICHLAND								LEVY
CURRENT	438.82	-	56.97	495.79	16.47	479.32		14,105.26
DELINQUENT	22.84		34.63	57.47	8.77	48.70	8.63	%
TOTAL	461.66	-	91.60	553.26	25.24	528.02	8.63	3.11%
CITY OF GOODLOW								LEVY
CURRENT	69.94	-	9.85	79.79	2.82	76.97		3,018.27
DELINQUENT	0.06		0.02	0.08	0.01	0.07	0.02	%
TOTAL	70.00	-	9.87	79.87	2.83	77.04	0.02	2.32%
CITY OF FROST								LEVY
CURRENT	2,195.30		234.91	2,430.21	69.71	2,360.50		70,744.20
DELINQUENT	22.39		30.14	52.53	7.65	44.88	6.92	%
TOTAL	2,217.69	-	265.05	2,482.74	77.36	2,405.38	6.92	3.10%
CITY OF DAWSON								LEVY
CURRENT	1,082.23		162.00	1,244.23	45.91	1,198.32		69,133.57
DELINQUENT	11.89		4.88	16.77	1.28	15.49	3.36	%
TOTAL	1,094.12	-	166.88	1,261.00	47.19	1,213.81	3.36	1.57%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JUNE 2010

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE								LEVY
CURRENT	2,992.41		442.51	3,434.92	125.60	3,309.32		93,120.68
DELINQUENT	5.13		1.49	6.62	0.40	6.22	1.32	%
TOTAL	2,997.54	-	444.00	3,441.54	126.00	3,315.54	1.32	3.21%
NAVARRO COUNTY ESD #1								LEVY
CURRENT	1,008.42	-	146.73	1,155.15	41.73	1,113.42	4.09	109,001.80
DELINQUENT	103.86	-	29.60	133.46	7.95	125.51	26.70	%
TOTAL	1,112.28	-	176.33	1,288.61	49.68	1,238.93	30.79	0.93%
BLOOMING GROVE ISD								LEVY
CURRENT	22,338.40		3,277.16	25,615.56	931.01	24,684.55	492.39	1,382,061.05
DELINQUENT	5,865.08		3,320.05	9,185.13	859.32	8,325.81	1,734.60	%
TOTAL	28,203.48	-	6,597.21	34,800.69	1,790.33	33,010.36	2,226.99	1.62%
DAWSON ISD								LEVY
CURRENT	17,261.83		2,527.26	19,789.09	718.11	19,070.98	197.01	1,205,100.46
DELINQUENT	4,485.86		2,000.96	6,486.82	522.69	5,964.13	1,270.85	%
TOTAL	21,747.69	-	4,528.22	26,275.91	1,240.80	25,035.11	1,467.86	1.43%
RICE ISD								LEVY
CURRENT	20,666.61		3,117.71	23,784.32	882.80	22,901.52	137.46	1,154,992.39
DELINQUENT	3,757.99		1,149.16	4,907.15	306.09	4,601.06	978.73	%
TOTAL	24,424.60	-	4,266.87	28,691.47	1,188.89	27,502.58	1,116.19	1.79%
GRAND TOTAL	423,028.02	-	75,888.90	498,916.92	21,087.86	477,829.06	20,153.01	

MEMO:
 TOTAL COLLECTED 519,069.93
 ROLLBACK TAXES _____
 TAX CERTIFICATES 1,630.00
 HOT CK FEES 20.00

YR-TO-DATE % CURRENT COLLECTED:
 COUNTY 95.00% GOODLOW 71.83%
 COLLEGE 94.93% FROST 89.96%
 RICE 92.17% CITY-DAWSON 89.77%
 KERENS 92.60% CITY-BL GROVE 93.87%
 CORSICANA 95.59% NC ESD #1 93.77%
 BARRY 91.99% B G ISD 93.22%
 EMHOUSE 79.82% DAWSON ISD 94.55%
 RICHLAND 85.38% RICE ISD 92.67%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF JUNE 2010

169

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	149,507.39	21,464.02	170,971.41	6,113.59	164,857.82	921.99
ROAD & BRIDGE	31,015.49	4,461.89	35,477.38	1,270.56	34,206.82	190.31
FLOOD CONTROL	2,600.01	373.37	2,973.38	106.36	2,867.02	15.97
TOTAL	183,122.89	26,299.28	209,422.17	7,490.51	201,931.66	1,128.27
DELINQUENT TAXES						
COUNTY	23,583.36	8,553.53	32,136.89	2,256.33	29,880.56	6,367.88
STATE	-	-	-	-	-	-
ROAD & BRIDGE	4,618.95	1,673.19	6,292.14	441.44	5,850.70	1,240.88
FLOOD CONTROL	432.76	154.47	587.23	40.83	546.40	116.06
TOTAL	28,635.07	10,381.19	39,016.26	2,738.60	36,277.66	7,724.82
TOTAL ALLOCATION						
COUNTY	173,090.75	30,017.55	203,108.30	8,369.92	194,738.38	7,289.87
STATE		-		-		-
ROAD & BRIDGE	35,634.44	6,135.08	41,769.52	1,712.00	40,057.52	1,431.19
FLOOD CONTROL	3,032.77	527.84	3,560.61	147.19	3,413.42	132.03
TOTAL	211,757.96	36,680.47	248,438.43	10,229.11	238,209.32	8,853.09

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

#14

STATE OF TEXAS §

COUNTY OF NAVARRO §

INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between **NAVARRO COUNTY**, hereinafter called "County", and the **CITY OF KERENS**, hereinafter called the "City", pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Selections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of July 1, 2010, through June 30, 2011. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

III. Limitations Designated by City

The City is a Type A general law municipality governed by its city charter and the statutes, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, that contract will be honored by County.

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with an insurance company in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured accounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

VII. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis on behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

VIII. City Records

City agrees to make available all of its assessment and collections records and to Cooperate generally with County in the performance of this agreement.

IX. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the agent for the purpose of assessing and collecting taxes of the City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state of County's normal operating procedures. In the performance of this agreement, County shall be deemed to be recommending actions to the City, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County Fifty cents per parcel (\$0.50/parcel) based on previous year's parcel amounts for the City as reported by the Navarro Central Appraisal District.

XII. Computerized Records

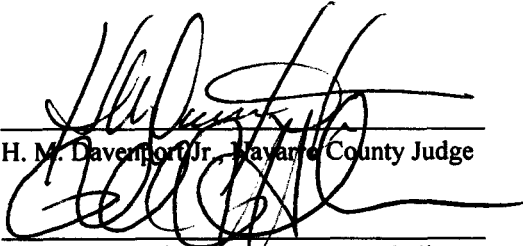
County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.


XIII. Applicable Laws

This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas or the Charter for the City, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or provision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27 (b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.

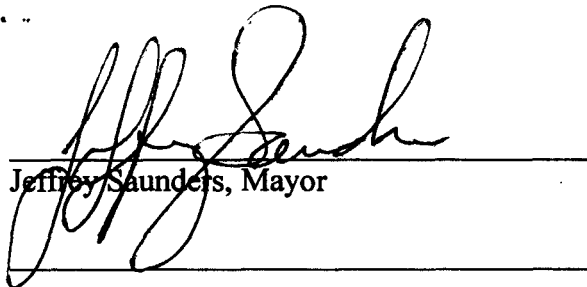
Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the _____ day of _____, _____.

APPROVED:




H. M. Davenport Jr., Tarrant County Judge


Russell P. Hudson, Tax Assessor-Collector



Jeffrey Saunders, Mayor



Sherry Dowd, County Clerk

ATTEST:



Cindy Scott, City Secretary

STATE OF TEXAS §

COUNTY OF NAVARRO §

INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between NAVARRO COUNTY, hereinafter called "County", and the CITY OF BARRY, hereinafter called the "City", pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Selections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of July 1, 2010, through June 30, 2011. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

III. Limitations Designated by City

The City is a Home Rule City governed by its city charter and the statutes, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, that contract will be honored by County.

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with an insurance company in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured accounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

VII. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis on behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

VIII. City Records

City agrees to make available all of its assessment and collections records and to Cooperate generally with County in the performance of this agreement.

IX. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the agent for the purpose of assessing and collecting taxes of the City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state of County's normal operating procedures. In the performance of this agreement, County shall be deemed to be recommending actions to the City, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County Fifty cents per parcel (\$0.50/parcel) based on previous year's parcel amounts for the City as reported by the Navarro Central Appraisal District.

XII. Computerized Records

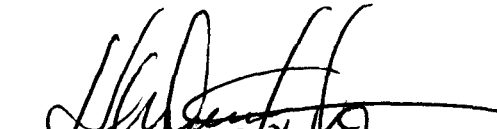
County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

XIII. Applicable Laws

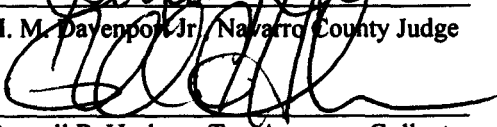
This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas or the Charter for the City, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or provision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27 (b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.

Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the 16 day of June, 2010.

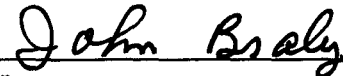
APPROVED:




H. M. Dayenport Jr., Navarro County Judge




Russell P. Hudson, Tax Assessor-Collector



John Braly, Mayor



Charles Allen



Sherry Dowd

ATTEST:

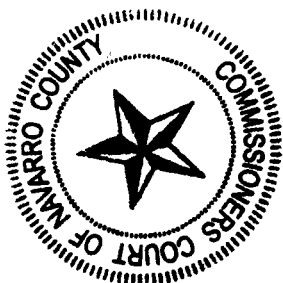


Sherry Dowd, County Clerk

ATTEST:



Aaron Allen, City Secretary



STATE OF TEXAS §

COUNTY OF NAVARRO §

INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between **NAVARRO COUNTY**, hereinafter called "County", and the **CITY OF BLOOMING GROVE**, hereinafter called the "City", pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Selections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of July 1, 2010, through June 30, 2011. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

III. Limitations Designated by City

The City is a General Law Type A, governed by the statutes, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, that contract will be honored by County.

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with an insurance company in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured accounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

VII. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis on behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

VIII. City Records

City agrees to make available all of its assessment and collections records and to Cooperate generally with County in the performance of this agreement.

IX. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the agent for the purpose of assessing and collecting taxes of the City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state of County's normal operating procedures. In the performance of this agreement, County shall be deemed to be recommending actions to the City, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County Fifty cents per parcel (\$0.50/parcel) based on previous year's parcel amounts for the City as reported by the Navarro Central Appriaisal District.

XII. Computerized Records

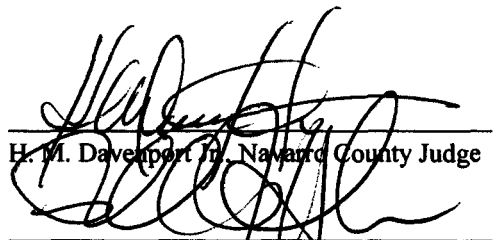
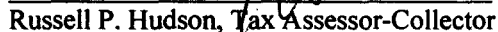
County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.


XIII. Applicable Laws

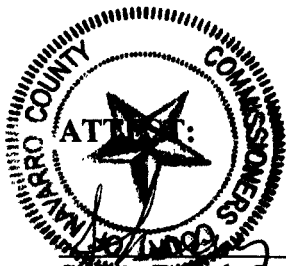
This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas or the Charter for the City, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or provision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27 (b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.

Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the _____ day of _____, _____.

APPROVED:


H. M. Davenport Jr., Navarro County Judge

Russell P. Hudson, Tax Assessor-Collector


A. L. Smith, Mayor of Blooming Grove




Sherry Dowd, County Clerk

ATTEST:


Beth Bennett
City Secretary

STATE OF TEXAS §

COUNTY OF NAVARRO §

INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between **NAVARRO COUNTY**, hereinafter called "County", and the **CITY OF DAWSON**, hereinafter called the "City", pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Selections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of July 1, 2010, through June 30, 2011. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

III. Limitations Designated by City

The City is a General Law B governed by its city charter and the statutes, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, that contract will be honored by County.

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with an insurance company in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured accounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

VII. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis on behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

VIII. City Records

City agrees to make available all of its assessment and collections records and to Cooperate generally with County in the performance of this agreement.

IX. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the agent for the purpose of assessing and collecting taxes of the City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state of County's normal operating procedures. In the performance of this agreement, County shall be deemed to be recommending actions to the City, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County Fifty cents per parcel (\$0.50/parcel) based on previous year's parcel amounts for the City as reported by the Navarro Central Appraisal District.

XII. Computerized Records

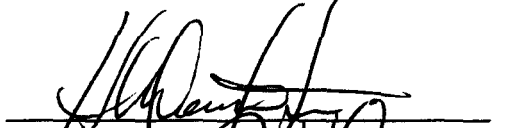
County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

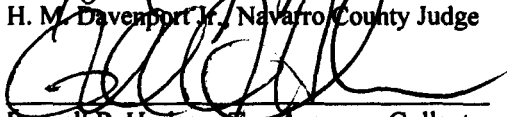
XIII. Applicable Laws

This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas or the Charter for the City, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or provision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27 (b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.


Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the ____ day of _____, _____.

APPROVED:


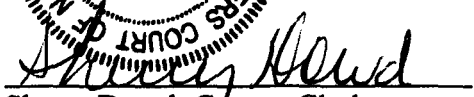


H. M. Davenport Jr., Navarro County Judge



Russell P. Hudson, Tax Assessor-Collector



Linda Bryant, Mayor

Sherry Dowd, County Clerk

ATTEST:


City Secretary

STATE OF TEXAS §

COUNTY OF NAVARRO §

INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between NAVARRO COUNTY, hereinafter called "County", and the CITY OF EMHOUSE, hereinafter called the "City", pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Selections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of July 1, 2010, through June 30, 2011. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

III. Limitations Designated by City

The City is a Home Rule City governed by its city charter and the statutes, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, that contract will be honored by County.

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with an insurance company in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured accounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

VII. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis on behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

VIII. City Records

City agrees to make available all of its assessment and collections records and to Cooperate generally with County in the performance of this agreement.

IX. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the agent for the purpose of assessing and collecting taxes of the City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state of County's normal operating procedures. In the performance of this agreement, County shall be deemed to be recommending actions to the City, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County Fifty cents per parcel (\$0.50/parcel) based on previous year's parcel amounts for the City as reported by the Navarro Central Appraisal District.

XII. Computerized Records


County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

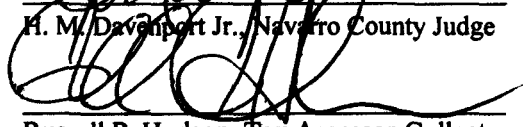
XIII. Applicable Laws

This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas or the Charter for the City, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or provision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27 (b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.


Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the 10 day of July, 2010.


APPROVED:



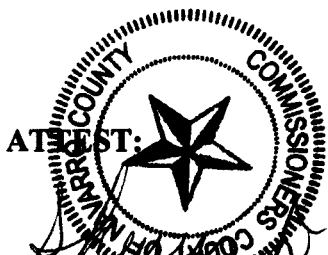

H. M. Davenport Jr., Navarro County Judge


Russell P. Hudson, Tax Assessor-Collector

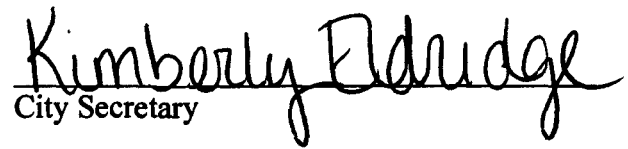


Mayor


Mary Jones


ATTEST:


Sherry Dowd, County Clerk

ATTEST:


Kimberly Eldridge
City Secretary

#15

185

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

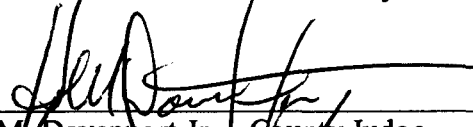
COUNTY OF NAVARRO

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 26th day of July, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on June 30, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$815,643.52. Also, other assets totaling \$10,470,361.39 are being held by the Treasurer's office. The total interest for all accounts for the month of June, 2010 was \$3,458.59. The total disbursements for the month of June, 2010 were \$3,178,020.65. 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 26th day of July, 2010.



H. M. Davenport Jr. - County Judge



Faith Holt - Commissioner Pct 2



James Olsen - Commissioner Pct 4

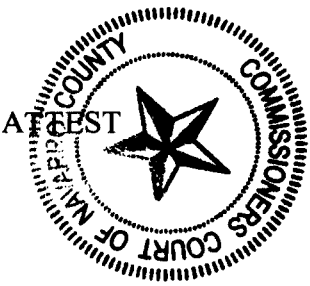


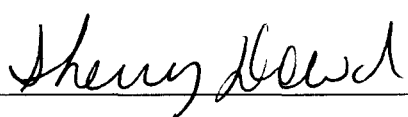
Kit Herrington - Commissioner Pct 1



David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 26th day of July, 2010 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.





Sherry Dowd - Navarro County Clerk

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Navarro County
 June 2010 Financial Report
 by Fund

General Fund:	Budget	Current Month	YTD
Revenues			
Property Taxes	12,125,052.00	141,050.62	11,625,818.43
Other	4,839,429.93	362,514.61	2,917,789.14
Total	16,964,481.93	503,565.23	14,543,607.57
Expenditures			
Commissioner's Court	155,411.00	15,892.23	122,141.48
Planning & Dev.	324,775.00	18,299.59	189,250.55
County Clerk	502,635.00	33,705.69	351,331.94
District Clerk	370,599.00	28,503.13	262,810.71
Veterans' Service	20,049.00	1,515.34	13,675.07
Information Systems	183,879.00	10,058.10	151,880.07
HAVA	0.00	0.00	7,740.00
Elections	202,488.00	23,521.14	193,846.29
Courthouse	2,164,559.00	134,652.79	1,350,283.45
Extension	197,968.00	16,682.79	148,181.09
Historical Commission	5,500.00	45.74	22.45
County Judge	232,705.00	20,622.28	173,754.86
District Court	585,158.00	52,601.15	448,111.74
JP Pct 1	158,415.00	12,227.91	119,450.79
JP Pct 2	156,103.00	12,028.20	114,785.40
JP Pct 3	191,408.00	11,980.52	138,580.89
JP Pct 4	204,616.00	15,742.26	152,851.54
District Attorney	809,124.00	58,446.60	548,047.50
Law Library	5,200.00	116.80	4,077.60
County Auditor	404,276.50	27,450.64	301,308.88
County Treasurer	122,964.00	9,879.29	91,595.14
Tax Assessor/Collector	723,982.05	35,861.98	551,850.45
County Jail	5,287,248.00	389,910.14	3,437,892.94
Constable Pct 1	33,219.00	1,977.14	22,227.09
Constable Pct 2	30,898.00	2,038.43	18,533.80
Constable Pct 3	16,106.00	1,186.68	12,071.95
Constable Pct 4	29,439.00	3,120.17	20,047.92
Sheriff	2,964,154.00	215,870.91	2,125,910.64
Sheriff Communications	648,916.00	56,679.06	449,908.96
Highway Patrol	79,652.00	6,125.52	60,710.24
License & Weights	3,400.00	203.00	1,306.96
Emergency Mgt	50,000.00	334.79	19,208.41
CSCD	10,500.00	871.02	6,987.30
Juvenile Expenditures	108,937.00	5,581.98	54,663.18
Indigent Health	630,135.00	93,702.96	495,054.90
Total	17,614,418.55	1,317,435.97	12,160,102.18
General Net	(649,936.62)	(813,870.74)	2,383,505.39

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Navarro County
June 2010 Financial Report
by Fund

	Budget	Current Month	YTD
Flood Control			
Revenues			
Property Taxes	225,525.00	2,574.33	217,746.73
Other	6,000.00	0.00	949.62
Total	231,525.00	2,574.33	218,696.35
Expenditures	400,000.00	4,923.00	73,810.81
Flood Control Net	(174,475.00)	(2,348.67)	143,935.92
Debt Service			
Revenues			
Property Taxes	447,552.00	5,793.60	475,623.20
Other	1,500.00	0.00	208.53
Total	449,052.00	5,793.60	475,831.73
Expenditures	506,230.00	0.00	466,640.00
Debt Svc. Net	(58,678.00)	5,793.60	8,983.20
Road & Bridge Pct. 1			
Revenues			
Property Taxes	661,476.00	7,569.65	628,174.48
State of TX	23,000.00	0.00	17,174.51
Vehicle Registration	225,000.00	9,598.15	178,598.14
Fines & Forfeitures	107,750.00	10,887.61	99,549.01
Other	1,200.00	0.00	1,050.54
Total	1,018,426.00	28,055.41	924,546.68
Expenditures			
Personnel	439,713.00	29,475.07	282,142.80
Supplies	386,000.00	26,926.20	347,145.47
Other Svcs & Charges	131,800.00	20,624.95	113,622.01
Capital Outlay	172,169.00	3,849.30	155,890.29
Total	1,129,682.00	80,875.52	898,800.57
R & B #1 Net	(111,256.00)	(52,820.11)	25,746.11
Road & Bridge Pct. 2			
Revenues			
Property Taxes	661,476.00	7,569.65	628,174.54
State of TX	23,000.00	0.00	17,174.51
Vehicle Registration	225,000.00	9,598.15	178,598.14
Fines & Forfeitures	107,750.00	10,887.61	99,549.00
Other	1,500.00	3.60	43,808.23
Total	1,018,726.00	28,059.01	967,304.42
Expenditures			
Personnel	513,415.00	37,035.36	357,927.46
Supplies	395,000.00	19,431.46	116,516.93
Other Svcs & Charges	124,100.00	17,869.72	91,295.07
Capital Outlay	76,000.00	7,361.74	30,633.70
Total	1,108,515.00	81,698.28	596,373.16
R & B # 2 Net	(89,789.00)	(53,639.27)	370,931.26

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Navarro County
June 2010 Financial Report
by Fund

	Budget	Current Month	YTD
Road & Bridge Pct. 3			
Revenues			
Property Taxes	661,476.00	7,569.63	628,174.45
State of TX	23,000.00	0.00	17,174.51
Vehicle Registration	225,000.00	9,598.15	178,598.12
Fines & Forfeitures	107,750.00	10,887.60	99,549.00
Other	66,200.00	0.00	40,649.37
Total	1,083,426.00	28,055.38	964,145.45
Expenditures			
Personnel	503,635.00	36,874.40	358,707.96
Supplies	547,856.00	35,359.49	283,356.71
Other Svcs & Charges	114,163.00	15,013.94	60,904.50
Capital Outlay	75,224.00	3,452.09	64,512.74
Total	1,240,878.00	90,699.92	767,481.91
R & B #3 Net	(157,452.00)	(62,644.54)	196,663.54
Road & Bridge Pct. 4			
Revenues			
Property Taxes	661,476.00	7,569.65	628,174.50
State of TX	23,000.00	0.00	17,174.50
Vehicle Registration	225,000.00	9,598.15	178,598.12
Fines & Forfeitures	107,750.00	10,887.60	99,549.01
Other	1,000.00	0.00	354.82
Total	1,018,226.00	28,055.40	923,850.95
Expenditures			
Personnel	478,611.00	27,223.50	341,160.38
Supplies	530,000.00	8,525.74	462,902.04
Other Svcs & Charges	88,750.00	4,862.81	65,688.72
Capital Outlay	57,000.00	1,622.32	6,489.28
Total	1,154,361.00	42,234.37	876,240.42
R & B # 4 Net	(136,135.00)	(14,178.97)	47,610.53
June Taxes Recorded 6/30/2010			
General Fund		141,050.62	11,766,869.05
Flood Control		2,574.33	220,321.06
Debt Service		5,793.60	481,416.80
Road & Bridge		30,278.58	2,542,976.55
Total		<u>179,697.13</u>	<u>15,011,583.46</u>

NAVARRO COUNTY, TEXAS
QUARTERLY INVESTMENT REPORT
For the Quarter Ended June 30, 2010

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FUND	BALANCE 3/31/2009	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 6/30/2010	NET CHANGE
Investments held with TexPool:						
Operating Funds	9,945,939.60	4,296.17	4,469,735.00	5,981,421.16	8,438,549.61	(1,507,389.99)
Designated County Funds	423,282.09	209.85	71,800.00	15,100.00	480,191.94	56,909.85
State Funds	569,823.31	280.18	350,000.00	256,700.00	663,403.49	93,580.18
Agency Funds	1,157,511.66	547.32	10,250.00	9,175.00	1,159,133.98	1,622.32
TOTAL	12,096,556.66	5,333.52	4,901,785.00	6,262,396.16	10,741,279.02	(1,355,277.64)

Quarter to Date Interest Earned:


Bank Accounts	\$	5,266.16
TexPool Invesments		5,333.52
Total Interest Earned	\$	10,599.68

TexPool Interest Rate at 6/30/2010: 0.1317%

TexPool Net Asset Value at 6/30/2010: \$ 1.00006

Submitted July 26, 2010, in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.


Kathy Hollomon, County Auditor


Ruby Coker - County Treasurer

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A22

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SPECIAL BUDGET

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0707**

Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
211-370-000	Other Revenue (received 2/19/2010)	\$ -0-	\$10,000.00	\$ 10,000.00
211-611-370	Gas & Oil	\$ 94,000.00	\$ 2,000.00	\$ 96,000.00
211-611-445	Repairs & Maintenance	\$105,000.00	\$ 8,000.00	\$113,000.00

This budget amendment is needed to record funds received from Road and Bridge Pct. 3 by Pct. 1 for culverts purchased by Pct. 3. Pct. 1 Commissioner's expenditure budget for Gas and Oil and Repairs and Maintenance are increased by an equal amount.

Submitted by:

Revenue Certified by:

Approved by Commissioners Court:

Kit Herrington
Kit Herrington
Commissioner Pct. #1

Kathy B. Hollomon
Kathy B. Hollomon
Navarro County Auditor

H. M. Davenport Jr.
H. M. Davenport Jr.
Navarro County Judge

Date: 7-26-10

Date: 7/22/10

Date: 7/22/10