

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 9TH DAY OF AUGUST, 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. 10:03 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

**CONSENT AGENDA**

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 -10 BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF JULY 26TH, 2010, JULY 30TH, 2010, AUGUST 2, 2010, AND AUGUST 6<sup>TH</sup>, 2010
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR
7. APPROVE THE MINUTES OF THE JULY 1, 2010 PLANNING AND ZONING MEETING **TO WIT PG 204A-204B**
8. APPROVE FINAL PLAT OF BAYBRIGE PHASE II BY JERRY JACKSON, OWNER
9. APPROVE SPECIFIC USE PERMIT FOR BRADLEY PLANK. THIS REQUEST IS FOR A 10' X 10' STORAGE BUILDING TO BE LOCATED ON LOT 27, BLK 1 OF FRANCISCO BAY
10. APPROVE SPECIAL USE PERMIT # 10-424 FOR MEN WATER SUPPLY CORP. THE PROPERTY IS LOCATED ON SECR 3172 TRACT 5D

**REGULAR AGENDA**

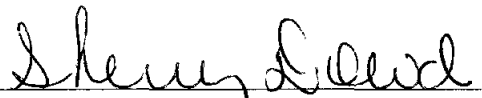
11. PUBLIC HEARING UNDER THE AUTHORITY OF CHAPTER 366, TEXAS HEALTH AND SAFETY CODE, TO CONSIDER THE REGULATION OF ON-SITE SEWAGE FACILITIES IN NAVARRO COUNTY, TEXAS TO PREVENT POSSIBLE POLLUTION OR INJURY TO PUBLIC HEALTH  
MOTION TO TABLE PUBLIC HEARING BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE ORDERING 2010 NOVEMBER GENERAL ELECTION BY OLSEN SEC BY HERRINGTON **TO WIT PG 205**  
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE ORDERING LOCAL OPTION ELECTION FOR THE CITY OF EUREKA BY HOLT SEC BY HERRINGTON **TO WIT PG 206-208**  
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE POLL BOOKS USING HAVA MONEY BY OLSEN SEC BY HERRINGTON **TO WIT PG 209**  
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE DECLARING PATROL UNIT #2197, VIN #2FAFP71W31X159413 AS SALVAGE, THIS UNIT WILL BE SOLD FOR SCRAP VALUE BY OLSEN SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO TABLE FUNDING FOR FIRE TRUCKS FOR MUSTANG, RETREAT, AND EUREKA PRECINCT 3 BY JUDGE DAVENPORT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE TIRE DISPOSAL PROGRAM, DEREK SCASTA SET FOR SEPTEMBER 24, 2010 FROM 7A.M.-2:00 P.M. BY HERRINGTON SEC BY HOLT **TO WIT PG 210**  
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE MONTHLY TAX COLLECTION REPORT BY RUSSELL HUDSON BY HOLT SEC BY OLSEN **TO WIT PG 211-215**  
ALL VOTED AYE MOTION CARRIED

19. MOTION TO APPROVE CERTIFYING THE ANTICIPATED COLLECTION RATE FOR THE 2010 TAXES AT 100% BY HERRINGTON SEC BY HOLT ALL VOTED AYE MOTION CARRIED **TO WIT PG 216-218**
20. MOTION TO APPROVE INTERLOCAL AGREEMENT WITH BLOOMING GROVE ISD, NAVARRO COLLEGE AND DAWSON ISD FOR TAX COLLECTION BY OLSEN SEC BY HOLT **TO WIT PG 219-227** ALL VOTED AYE MOTION CARRIED
21. MOTION TO TABLE RAIL CROSSING CLOSURE AT CO.RD. SE 1240 (DOT NO. 597210P) RR MILEPOST 223.15 AND CO.RD.SE. 1230 (DOT NO 597211W) RR MILEPOST 234.26 FOR CLOSURE BY WARREN SEC BY HERRINGTON **TO WIT PG 228-232** ALL VOTE AYE MOTION CARRIED
22. NO ACTION TAKEN TO APPROVE GRANT APPLICATION AND ADMINISTRATOR OF HOUSING GRANT
23. MOTION TO APPROVE VARIOUS DOCUMENTS RELATED TO GRANT # 710017 APPOINTMENT OF LABOR STANDARDS OFFICER, DESIGNATION FORM FOR SECTION 504 AND EQUAL OPPORUNITY/FAIR HOUSING OFFICER, SECTION 504 SELF-EVALUATION FORM, LOCAL OPPORTUNITY PLAN-SECTION 3 POLICY, RESOLUTION ESTABLISHING CITY POLICY REGARDING A SECTION 504 WRITTEN GRIEVANCE PROCEDURE, EXCESSIVE FORCE RESOLUTION, PROCLAMATION OF APRIL AS FAIR HOUSING MONTH, LOCAL OPPORTUNITY PLAN RESOLUTION BY HERRINGTON SEC BY WARREN **TO WIT PG 233-243** ALL VOTE AYE MOTION
24. MOTION TO APPROVE 911 ADDRESSING AGREEMENT WITH THE CITY OF POWELL BY JUDGE DAVENPORT SEC BY HOLT **TO WIT PG 244** ALL VOTED AYE MOTION CARRIED
25. MOTION TO APPROVE INTERLOCAL AGREEMENTS WITH THE CITY OF CORSICANA, INTERLOCAL AGREEMENT FOR FIRE AND FIRE INVESTIGATION SERVICES, INTERLOCAL COOPERTATION AGREEMENT BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY BY HERRINGTON SEC BY OLSEN **TO WIT PG 245-258** ALL VOTED AYE MOTION CARRIED

26. MOTION TO APPROVE APPOINTING COUNTY JUDGE HM DAVENPORT TO SELECT ENERGY PROVIDER FOR 2011 BY HOLT SEC BY WARREN ALL VOTED AYE MOTION CARRIED **TO WIT PG 259-274**
27. MOTION TO APPROVE DECLARING 1995 JOHN DEERE TRACTOR AS SALVAGE, PRECINCT 1 BY HERRINGTON SEC BY OLSEN ALL VOTED AYE MOTION CARRIED
28. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY WARREN ALL VOTED AYE MOTION CARRIED
- MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON SEC BY HOLT ALL VOTED AYE MOTION CARRIED
29. NO ACTION TAKEN IN EXECUTIVE SESSION TO DISCUSS PERSONNEL
30. MOTION TO ADJOURN BY HOLT SEC BY WARREN 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 AUGUST 9, 2010.

SIGNED 9 DAY OF AUGUST, 2010.

  
SHERRY DOWD, COUNTY CLERK





**NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT**

**Phil Seely** - Director

**Becky Garrett** – Addressing

**Stanley Young** – Environmental Services

**Robert Gray** – Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

[pseely@navarrocounty.org](mailto:pseely@navarrocounty.org)

Phone: (903) 875-3312

Fax: (903) 875-3314

**PLANNING AND ZONING COMMISSION MINUTES**

July 1, 2010

5:00 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the June 3, 2010 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Vice Chairman Moe, all voted aye.

Items 6-12 were taken out of order.

Item #6 on the agenda was consideration of a specific use permit#10-420 for Rob Corbello. This request is for a storage building with a variance for size (35’x45’) to be located on lot 278 of The Shores on Richland Chambers Phase I. Motion to remove from the table by Commissioner Spae, second by Commissioner Bancroft, all voted aye. Motion to approve by Commissioner Bancroft, second by Commission McGuire, all voted aye.

Item # 7 on the agenda was consideration of a specific use permit #10-422 for Scott and Tina Falgoust, this request is for a storage building with a variance for size (30’x40’) to be located on lot 40 of Mattie Caston Shores Phase II. Motion to approve by Commissioner Newton, second by Commissioner Smith, all voted aye.

Item # 8 on the agenda was consideration of a replat of lots 178 and 179 of The Shores by Thuy-Hgugen Tran. Motion to approve by Commissioner Smith, second by Commissioner Irvine, all voted aye.

Planning and Zoning minutes  
Page 2  
July 1, 2020

Item # 9 on the agenda was consideration of specific use permit 10-422 for an oil well for Kilmarnock Oil Company, Inc. The property is located on SE 1070 in the Beverly White lease. Motion to approve by Commissioner Irvine, contingent upon approval of road bond, second by Commissioner Sigman, all voted aye.

Item # 10 on the agenda was discussion of amending the Navarro County Lakeshore Area Zoning Ordinance to allow temporary RV living during summer months. Motion to table to a later date by Commissioner Vice Chairman Moe, second by Commissioner Newton, all voted aye.

Item # 11 on the agenda was consideration of a specific use #10-421 permit for John and Donna King. This request is for the use of a travel trailer while a home is under construction on lot 20 of Pearl Valley Estates Phase I. Motion to approve by Commissioner Irvine with the condition that construction begin on the home within 90 days, second by Commissioner Newton, all voted aye, with the exception of Commissioner Bancroft who voted no.

Item # 12 on the agenda was consideration of a replat of lots 9 and 10 of Chandler Landing by Demetrius Taylor and George Zamora. Motion to approve by Vice Chairman Moe, contingent upon a deed being executed conveying an undivided interest to both parties, second by Commissioner Newton, all voted aye.

Item #3 on the agenda was an executive session pursuant to section 551.071 of the Texas Government Code to meet with and conduct attorney-client communications with legal counsel. Motion to go into Executive session by Commissioner Spae, second by Commissioner Sigman, all voted aye. No action was taken.

Item # 4 on the agenda was a public hearing to discuss a request for a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. This well is located off FM 416 in the David H. Love Survey, Rash # 1. The hearing was opened and the Commission began accepting evidence from the applicant. The hearing was recessed after 2 hours and will be continued at a future date. Motion by Commissioner Newton to recess, second by Commissioner Sigman, all voted aye.

Adjourn.

#12

205

AW1-1  
Prescribed by Secretary of State  
Sections 3.004, 3.006, 85.004, Texas Election Code  
3/07

ORDER OF GENERAL ELECTION  
(ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 2, 20 10, in Navarro  
(date)  
County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI,  
Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una eleccion el dia 2 de noviembre  
20 10, en el Condado de navarro, Texas, con el proposito de elegir los siguientes oficiales del  
condado y del precincto como requerido por el Articulo XVI, Sección 65, de la Constitución de Texas.)

(List Offices) (Enimere los puestos oficiales)

Early voting by personal appearance will be conducted each weekday at:  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en )

Navarro County Courthouse 300 W 3rd Ave Corsicana, TX 75110  
(location) (sitio)

Recommended but not required

between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 18, 2010  
(date)  
(entre las 8:00 de la mañana y las 5:00 de la tarde empezando el octubre 18, 2010)  
(fecha)  
and ending on October 29, 2010 (y terminando el octubre 29, 2010)  
(date) (fecha)

7:00 am to 7:00 pm 10/23/2010 and 7:00 am to 1:00 pm 10/24/2010  
Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a )

DANDA PARKER  
(Name of Early Voting Clerk)  
(Nombre del Secretario de la Votación Adelantada)

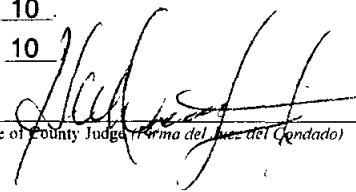
P.O. BOX 1018  
(Address) (Dirección)

CORSICANA, TX 75151  
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el )

10/26/2010  
(date) (fecha)

Issued this the 9 day of August, 20 10.  
(Emitada este día 9 de agosto, 20 10)

  
Signature of County Judge (Firma del Juez del Condado)

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**ORDER TO CALL LOCAL OPTION ELECTION  
(ORDEN PARA ELECCION DE OPCION LOCAL)**

**On this the 9<sup>th</sup> day of August, 2010, the Commissioners' Court of the County of Navarro, Texas, convened in regular session open to the public.**

(En este el dia 9, de agosto, del 2010, la Corte de los comisionados del Condado de Navarro, Texas, se convoco en session reglar abierta publico)

**The proper petition serially numbered 005 was timely filed with the Elections Administrator and it is therefore ordered by the Commissioners Court of Navarro County:**

(Las peticiones apropiadas enumeradas en serie 005 se registraron a tiempo con el Administrador de Eleccion de esta Corte y asi se ordeno por la Corte de Comisionados del Condado de Navarro)

**That a Local Option Election be held on the 2nd day of November, 2010 from 7:00 a.m. to 7:00 p.m. for the registered voters of the City of Eureka to determine the following issue:**

(Que una Eleccion de Opcion Local se llevara a cabo el dia 2 de noviembre del 2010 de las 7:00 a.m. hast alas 7:00 p.m. para los votantes registrados de las Ciudad de Eureka para determinar el asunto siguiente)

**FOR "THE LEGAL SALE OF BEER AND WINE FOR OFF-PREMISE  
(A FAVOR) CONSUMPTION ONLY"**

**AGAINST "LA VENTA LEGA DE CERVEZA Y VINO PARA CONSUME  
(EN CONTRA) SOLAMENTE FUERA DEL ESTABLECIMIENTO"**

**Early voting by personal appearance will be conducted each weekday and one Saturday and Sunday at: Mildred Middle School 5475 S US Hwy 287 Corsicana, TX**

(Entre un sentEarly que vota por aspecto será realizado cada día laborable y un el sábado y el domingo en: El Colegio de Mildred 5475 Autopista de S EEUU 287 Corsicana, ence de TX)

**Voting will be conducted on the following dates and times:**

(La votacion se llevara a cabo las fechas y las horas siguientes)

**Monday, October 18, 2010 through Friday during th hours of 8:00 am to 5:00 pm, October 29, 2010, Saturday October 24, 2010 7:00 am to 7:00 pm and Sunday October 25, 2010 7:00 am to 7:00 pm.**

(Lunes, 18 de octubre 2010 a viernes en horario de th de 8:00 am a 5:00 pm, 29 de octubre 2010, sábado 24 de octubre 2010 7:00 a.m.-7:00 pm y el domingo 25 de octubre 2010 7:00 am a 7:00 pm.)



**Election Day voting will be conducted on November 2, 2010 at Mildred Middle School 5475 S US Hwy 287 Corsicana, TX from 7:00 am to 7:00 pm.**

(Elección de la jornada electoral se llevará a cabo el 2 de noviembre de 2010 a comunidad de Mildred Middle School 5475 S US Hwy 287 Corsicana, TX 7:00 am – 7:00 pm.)

**Applications for ballots by mail shall be mailed to:**


(Las solicitudes de boletas por correo deberán enviarse a)


Danda Parker  
Navarro County  
Elections Administrator  
P.O. Box 1018  
Corsicana, TX 75151

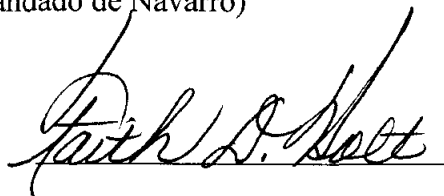
Application for ballots by mail must be received no later than the close of business day on October 26, 2010

(Solicitud de voto por correo deberán recibirse a más tardar al cierre del día hábil en el 26 de octubre 2010)

**Issued this the 9<sup>th</sup> day of August, 2010**  
(Emitido este día 9 de agosto 2010)

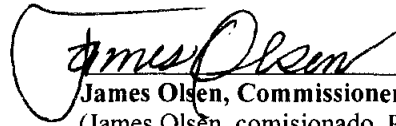
  
\_\_\_\_\_  
**H. M. Davenport, Jr** (juez del condado)  
**Navarro County Judge** (Condado de Navarro)

  
\_\_\_\_\_  
**Kit Herrington, Commissioner, Pct 1**  
(Kit Herrington, comisionado, Pct 1)

  
\_\_\_\_\_  
**Faith Holt, Commissioner, Pct 2**  
(Faith Holt, comisionado, Pct 2)



**David "Butch" Warren, Commissioner, Pct 3**  
(David "Butch" Warren, comisionado, Pct 3)



**James Olsen, Commissioner, Pct 4**  
(James Olsen, comisionado, Pct 4)



## **2011 Proposed Navarro County/City of Corsicana Tire Disposal Event**

DATE: September 24, 2010

TIME: 7 am – 2 pm

LOCATION: Precinct 1 County Barn

FEE: \$1 per tire

### **ANTICIPATED IMPACT OF CHANGES:**

- Fee and grants will offset cost of the tire disposal program by an estimated 63%
  - \$4,000 anticipated in grants
- Fee will minimize abuse by commercial dealers
- We will work to enforce all rules and regulations
- We will document the origin of all tires (city or county) and will share the costs.  
This agreement was confirmed with the city last week

### **GENERAL RULES AND REGULATIONS:**

- You must be a Navarro County Resident to dump at the Tire Disposal Event.
- Residents must present a drivers license to validate county residency.
- All loads must be firmly secured to trucks and trailers according to TCEQ regulations.
- Assistance will be available to unload tires.
- Absolutely no commercial tire dealers or haulers will be allowed to dispose of tires.

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FILED FOR RECORD  
AT 3:15 O'CLOCK P M.

AUG 06 2010

SHERRY DOWD  
COUNTY CLERK NAVARRO COUNTY, TEXAS  
BY UK 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.

81#

TOTAL PAGES INCLUDING COVER SHEET 5

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2009

22

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>								LEVY
CURRENT	153,606.91		25,435.13	179,042.04	3,580.77	175,461.27	25,459.24	14,028,657.92
DELINQUENT	18,043.76		7,361.96	25,405.72	507.97	24,897.75	4,967.89	%
TOTAL	171,650.67	-	32,797.09	204,447.76	4,088.74	200,359.02	30,427.13	1.09%
<b>NAVARRO COLLEGE</b>								LEVY
CURRENT	31,564.63		5,215.23	36,779.86	1,461.66	35,318.20	5,226.04	2,886,499.94
DELINQUENT	3,928.88	-	1,636.92	5,565.80	428.86	5,136.94	1,080.45	%
TOTAL	35,493.51	-	6,852.15	42,345.66	1,890.52	40,455.14	6,306.49	1.09%
<b>CITY OF RICE</b>								LEVY
CURRENT	816.66	-	147.01	963.67	40.85	922.82	192.74	93,480.90
DELINQUENT	149.01		71.09	220.10	18.53	201.57	43.96	%
TOTAL	965.67	-	218.10	1,183.77	59.38	1,124.39	236.70	0.87%
<b>CITY OF KERENS</b>								LEVY
CURRENT	1,270.84		193.83	1,464.67	54.81	1,409.86	248.84	236,680.79
DELINQUENT	181.88	-	90.41	272.29	23.52	248.77	54.45	%
TOTAL	1,452.72	-	284.24	1,736.96	78.33	1,658.63	303.29	0.54%
<b>CITY OF CORSICANA</b>								LEVY
CURRENT	77,588.56	-	12,428.11	90,016.67	3,495.03	86,521.64	9,749.10	7,423,814.89
DELINQUENT	9,448.34	-	4,273.94	13,722.28	1,115.78	12,606.50	2,627.01	%
TOTAL	87,036.90	-	16,702.05	103,738.95	4,610.81	99,128.14	12,376.11	1.05%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2009

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>								LEVY
CURRENT	296.87		53.45	350.32	14.85	335.47	70.06	14,049.36
DELINQUENT	76.42		22.93	99.35	6.11	93.24	19.87	%
TOTAL	373.29	-	76.38	449.67	20.96	428.71	89.93	2.11%
<b>CITY OF EMHOUSE</b>								LEVY
CURRENT	220.87	-	39.75	260.62	11.05	249.57	52.14	8,384.44
DELINQUENT	149.15		79.55	228.70	20.63	208.07	43.22	%
TOTAL	370.02	-	119.30	489.32	31.68	457.64	95.36	2.63%
<b>CITY OF RICHLAND</b>								LEVY
CURRENT	143.21	-	25.77	168.98	7.16	161.82	33.80	13,651.68
DELINQUENT	46.03		13.24	59.27	3.54	55.73	11.86	%
TOTAL	189.24	-	39.01	228.25	10.70	217.55	45.66	1.05%
<b>CITY OF GOODLOW</b>								LEVY
CURRENT	33.27	-	5.99	39.26	1.66	37.60	7.85	2,877.74
DELINQUENT	(12.69)		4.34	(8.35)	1.03	(9.38)	2.48	%
TOTAL	20.58	-	10.33	30.91	2.69	28.22	10.33	1.16%
<b>CITY OF DAWSON</b>								LEVY
CURRENT	481.28		83.04	564.32	23.18	541.14	108.52	63,435.27
DELINQUENT	176.37		157.64	334.01	40.29	293.72	61.87	%
TOTAL	657.65	-	240.68	898.33	63.47	834.86	170.39	0.76%
<b>CITY-BLOOMING GROVE</b>								LEVY
CURRENT	581.00		80.59	661.59	23.07	638.52	102.96	84,424.56
DELINQUENT	148.47		44.53	193.00	11.87	181.13	38.60	%
TOTAL	729.47	-	125.12	854.59	34.94	819.65	141.56	0.69%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>BLOOMING GROVE ISD</b>								LEVY
CURRENT	8,759.25		1,507.14	10,266.39	420.58	9,845.81	1,864.80	1,315,359.35
DELINQUENT	1,214.92		738.06	1,952.98	190.59	1,762.39	349.26	%
TOTAL	9,974.17	-	2,245.20	12,219.37	611.17	11,608.20	2,214.06	0.67%
<b>DAWSON ISD</b>								LEVY
CURRENT	29,601.04	-	5,185.03	34,786.07	1,444.24	33,341.83	6,617.66	1,230,122.36
DELINQUENT	1,856.07	-	762.35	2,618.42	199.70	2,418.72	509.27	%
TOTAL	31,457.11	-	5,947.38	37,404.49	1,643.94	35,760.55	7,126.93	2.41%
<b>RICE ISD</b>								LEVY
CURRENT	12,443.48		2,206.79	14,650.27	613.96	14,036.31	2,866.71	1,096,679.01
DELINQUENT	7,747.62		2,505.86	10,253.48	665.20	9,588.28	2,050.86	%
TOTAL	20,191.10	-	4,712.65	24,903.75	1,279.16	23,624.59	4,917.57	1.13%
<b>NAVARRO COUNTY ESD#1</b>								LEVY
CURRENT	1,079.18		185.62	1,264.80	51.78	1,213.02	203.62	104,464.88
DELINQUENT				-		-		%
TOTAL	1,079.18	-	185.62	1,264.80	51.78	1,213.02	203.62	1.03%
<b>GRAND TOTAL</b>	<b>361,641.28</b>	<b>-</b>	<b>70,555.30</b>	<b>432,196.58</b>	<b>14,478.27</b>	<b>417,718.31</b>	<b>64,665.13</b>	

MEMO:

TOTAL COLLECTED	<u>496,861.71</u>
ROLLBACK TAXES	<u>                    </u>
TAX CERTIFICATES	<u>910.00</u>
HOT CK FEES	<u>20.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>96.36%</u>	RICHLAND	<u>88.53%</u>
COLLEGE	<u>96.28%</u>	GOODLOW	<u>72.09%</u>
RICE	<u>94.16%</u>	CITY-DAWSON	<u>91.59%</u>
KERENS	<u>93.00%</u>	CITY - BL GROVE	<u>95.11%</u>
CORSICANA	<u>97.06%</u>	B G ISD	<u>95.44%</u>
BARRY	<u>97.04%</u>	DAWSON ISD	<u>95.74%</u>
EMHOUSE	<u>81.83%</u>	RICE ISD	<u>94.27%</u>
N C ESD #1	<u>94.80%</u>		

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

215

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	116,236.11	18,112.69	134,348.80	5,109.38	129,239.42	17,340.46
ROAD & BRIDGE	24,214.91	3,800.96	28,015.87	1,071.32	26,944.55	3,640.72
FLOOD CONTROL	2,029.19	318.80	2,347.99	89.87	2,258.12	301.97
<b>TOTAL</b>	<b>142,480.21</b>	<b>22,232.45</b>	<b>164,712.66</b>	<b>6,270.57</b>	<b>158,442.09</b>	<b>21,283.15</b>
<b>DELINQUENT TAXES</b>						
COUNTY	14,676.93	5,263.49	19,940.42	1,389.30	18,551.12	3,785.70
STATE	-	-	-	-	-	-
ROAD & BRIDGE	2,912.68	1,027.98	3,940.66	271.58	3,669.08	743.48
FLOOD CONTROL	270.95	95.68	366.63	25.30	341.33	69.39
<b>TOTAL</b>	<b>17,860.56</b>	<b>6,387.15</b>	<b>24,247.71</b>	<b>1,686.18</b>	<b>22,561.53</b>	<b>4,598.57</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	130,913.04	23,376.18	154,289.22	6,498.68	147,790.54	21,126.16
STATE	-	-	-	-	-	-
ROAD & BRIDGE	27,127.59	4,828.94	31,956.53	1,342.90	30,613.63	4,384.20
FLOOD CONTROL	2,300.14	414.48	2,714.62	115.17	2,599.45	371.36
<b>TOTAL</b>	<b>160,340.77</b>	<b>28,619.60</b>	<b>188,960.37</b>	<b>7,956.75</b>	<b>181,003.62</b>	<b>25,881.72</b>

COUNTY TAX REPORT  
Prepared by Gail Smith  
Navarro County Tax Office

#19

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# NAVARRO COUNTY



RUSSELL P. HUDSON  
ASSESSOR and COLLECTOR of TAXES

PHONE (903) 654-3080

NAVARRO COUNTY  
P. O. BOX 1070  
CORSICANA, TEXAS 75151-1070

July 27, 2010

TO: Navarro County, Flood Control

FROM: Russell P Hudson  
Navarro County Tax Assessor & Collector

Enclosed please find a copy of the certification of the 2010 Tax Roll from Karen Morris, Chief Appraiser. Please provide your 2010 tax resolutions or ordinances as soon as possible, stating your tax rate, exceptions, and/or discounts.

	<u>2009</u>	<u>2010</u>
Total Appraised Value	\$ 3,729,282,484	3,832,963,853
Total Assessed Value	\$ 2,919,747,074	3,038,475,773
Total Taxable Value	\$ 2,561,850,938	2,632,946,480
Total Value of New Property	\$ 45,938,180	31,140,500
Anticipated Collection Rate	100%	100%
Number of Accounts	45,770	45,802

DEFINITIONS: "Appraised value" means the value determined as provided by Chapter 23 of the Tax Code according to category. "Assessed value" means for the purposes of assessment of property for taxation, the amount determined by multiplying the appraised value by the applicable assessment ratio, but, for the purposes of determining the debt limitation imposed by Article III, Section 52 of the Texas Constitution, shall mean the market value of the property recorded by the Chief Appraiser. "Taxable value" means the amount determined by deducting from the assessed value the amount of any applicable partial exemption.

# NAVARRO COUNTY



RUSSELL P. HUDSON  
ASSESSOR and COLLECTOR of TAXES

PHONE (903) 654-3080

NAVARRO COUNTY  
P. O. BOX 1070  
CORSICANA, TEXAS 75151-1070

July 27, 2010

TO: Navarro County, General Fund

FROM: Russell P Hudson  
Navarro County Tax Assessor & Collector

Enclosed please find a copy of the certification of the 2010 Tax Roll from Karen Morris, Chief Appraiser. Please provide your 2010 tax resolutions or ordinances as soon as possible, stating your tax rate, exceptions, and/or discounts.

	<u>2009</u>	<u>2010</u>
Total Appraised Value	\$ 3,726,313,734	3,833,005,223
Total Assessed Value	\$ 2,919,778,324	3,038,517,143
Total Taxable Value	\$ 2,532,070,623	2,615,167,061
Total Value of New Property	\$ 45,938,180	31,160,790
Anticipated Collection Rate	100%	100%
Number of Accounts	45,771	45,804

DEFINITIONS: "Appraised value" means the value determined as provided by Chapter 23 of the Tax Code according to category. "Assessed value" means for the purposes of assessment of property for taxation, the amount determined by multiplying the appraised value by the applicable assessment ratio, but, for the purposes of determining the debt limitation imposed by Article III, Section 52 of the Texas Constitution, shall mean the market value of the property recorded by the Chief Appraiser. "Taxable value" means the amount determined by deducting from the assessed value the amount of any applicable partial exemption.

# NAVARRO COUNTY



RUSSELL P. HUDSON  
ASSESSOR and COLLECTOR of TAXES

PHONE (903) 654-3080

NAVARRO COUNTY  
P. O. BOX 1070  
CORSICANA, TEXAS 75151-1070

July 27, 2010

TO: Navarro County, Road & Bridge

FROM: Russell P Hudson  
Navarro County Tax Assessor & Collector

Enclosed please find a copy of the certification of the 2010 Tax Roll from Karen Morris, Chief Appraiser. Please provide your 2010 tax resolutions or ordinances as soon as possible, stating your tax rate, exceptions, and/or discounts.

	<u>2009</u>	<u>2010</u>
Total Appraised Value	\$ 3,729,313,734	3,833,005,223
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**STATE OF TEXAS** §

**COUNTY OF NAVARRO** §

**INTERLOCAL CONTRACT FOR TAX COLLECTION**

This contract is entered into between **NAVARRO COUNTY**, hereinafter called "County", and **BLOOMING GROVE ISD**, hereinafter called the "School", 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 School by the County. County agrees to assess and collect ad valorem taxes on behalf of School during the contract term, and School 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 1<sup>st</sup> 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 1<sup>st</sup>. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

**III. Limitations Designated by School**

The School is governed by the statues, 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**

School 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 School has a current contract with a delinquent tax attorney, that contract will be honored by County.

**VI. Bonds and Deposits**

The County agrees to maintain Public Employee Dishonesty Bond Insurance 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 electronically transfer collected funds to the School within 24 hours provided however, there are no extenuating circumstances of which the County has no control. Any interest earned on collected funds while in the County depository will be the property of the 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 School.
- B. Complete all reports required by the School 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 School tax collections and to make such records available for inspection during normal working hours by any authorized representative of the School, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

**VIII. School Records and Tax Rate**

School will assume responsibility of annually determining and calculating its effective tax rate (ETR) and proposed tax rate (PTR) and will publish notices regarding such in appropriate newspaper or publication as required by law. School will furnish a copy of the ETR and PTR with backup to the County for auditing purposes. County Tax Assessor-Collector shall certify Schools ETR and PTR in accordance with the law, only after School has provided County with all worksheets and supporting data used by School in calculating ETR and PTR and County Tax Assessor-Collector shall immediately notify School of such and both parties shall use all reasonable efforts to resolve the calculations in a favorable manner in accordance with the law. School shall hold harmless and indemnify County from any liability related to School's failure to properly calculate, determine and/or publish the ETR or PTR.

**IX. Tax Certificates**

County shall prepare and issue tax certificates to taxpayers on behalf of the School 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 School. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the School 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 School, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the School.

**XI. Compensation**

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

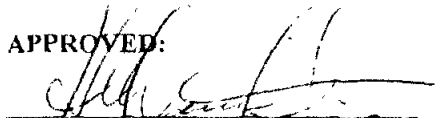
**XII. Computerized Records**

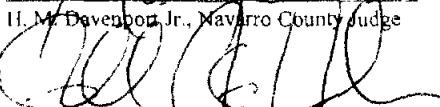
County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the School with periodic back up of data via hard copy or disc safely stored in accordance with the County and School regulations and State law. County further agrees to provide at any reasonable time upon written request from the School, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

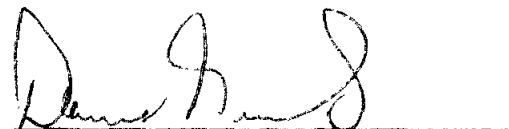
**XIII. Applicable Laws**

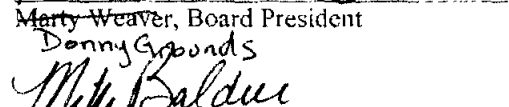
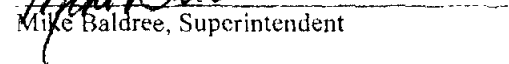
This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part 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, 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, 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.

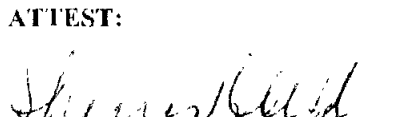
Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the 9 day of Aug, 2010.

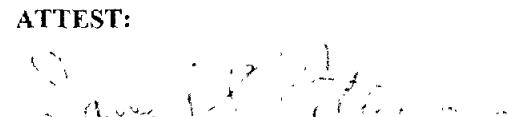
**APPROVED:**  
  
H. M. Davenport, Jr., Navarro County Judge

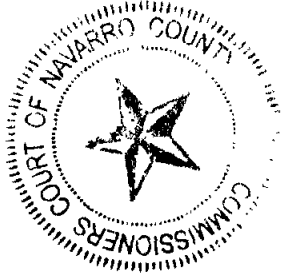
  
Russell P. Hudson, Tax Assessor-Collector

  
Marty Weaver, Board President

  
Donny Gronds  
  
Mike Baldree, Superintendent

**ATTEST:**  
  
Sherry Dowd, County Clerk

**ATTEST:**  
  
Dan Patterson, Board Secretary



**STATE OF TEXAS** §

**COUNTY OF NAVARRO** §

**INTERLOCAL CONTRACT FOR TAX COLLECTION**

This contract is entered into between **NAVARRO COUNTY**, hereinafter called "County", and **NAVARRO COLLEGE**, hereinafter called the "College", 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 College by the County. County agrees to assess and collect ad valorem taxes on behalf of College during the contract term, and College 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 1<sup>st</sup> 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 1<sup>st</sup>. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

**III. Limitations Designated by College**

The College is governed by the statues, 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**

College 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 College has a current contract with a delinquent tax attorney, that contract will be honored by County.

**VI. Bonds and Deposits**

The County agrees to maintain Public Employee Dishonesty Bond Insurance 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 remit collected funds to the College monthly. Any interest earned on collected funds while in the County depository will be the property of the 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 College.
- B. Complete all reports required by the College 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 College tax collections and to make such records available for inspection during normal working hours by any authorized representative of the College, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

## VIII. Tax Certificates

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

## IX. Tax Assessor/Collector

The County shall be the agent for the purpose of assessing and collecting taxes of the College. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the College 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 College, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the College.

## X. Compensation

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

## XI. Computerized Records

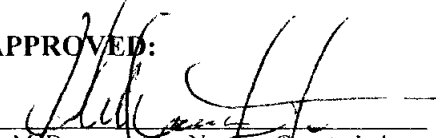

County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the College with periodic back up of data via hard copy or disc safely stored in accordance with the County and College regulations and State law. County further agrees to provide at any reasonable time upon written request from the College, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

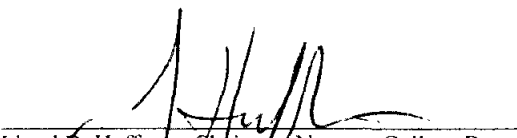
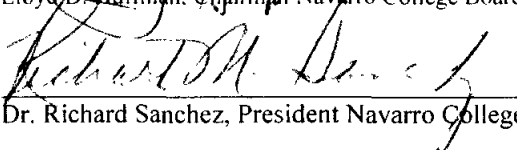
## XII. Applicable Laws

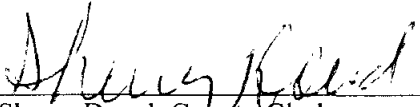
This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part 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, 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, 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.

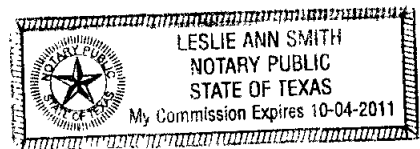
Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the 1 day of aug., 2010.

**APPROVED:**  
  
\_\_\_\_\_  
H. M. Davenport Jr., Navarro County Judge  
  
\_\_\_\_\_  
Russell P. Hudson, Tax Assessor-Collector

  
\_\_\_\_\_  
Lloyd D. Huffman, Chairman Navarro College Board  
  
\_\_\_\_\_  
Dr. Richard Sanchez, President Navarro College

**ATTEST:**  
  
\_\_\_\_\_  
Sherry Dowd, County Clerk

**ATTEST:**  
  
\_\_\_\_\_  
Leslie Ann Smith



STATE OF TEXAS §

COUNTY OF NAVARRO §

INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between NAVARRO COUNTY, hereinafter called "County", and DAWSON ISD, hereinafter called the "School", 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 School by the County. County agrees to assess and collect ad valorem taxes on behalf of School during the contract term, and School agrees to cooperate with County in the performance of such assessment and collections.

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III. Limitations Designated by School

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**VII. General Requirements**

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School will assume responsibility of annually determining and calculating its effective tax rate (ETR) and proposed tax rate (PTR) and will publish notices regarding such in appropriate newspaper or publication as required by law. School will furnish a copy of the ETR and PTR with backup to the County for auditing purposes. County Tax Assessor-Collector shall certify Schools ETR and PTR in accordance with the law, only after School has provided County with all worksheets and supporting data used by School in calculating ETR and PTR and County Tax Assessor-Collector shall immediately notify School of such and both parties shall use all reasonable efforts to resolve the calculations in a favorable manner in accordance with the law. School shall hold harmless and indemnify County from any liability related to School's failure to properly calculate, determine and/or publish the ETR or PTR.

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**X. Tax Assessor/Collector**

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**XI. Compensation**

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**XII. Computerized Records**

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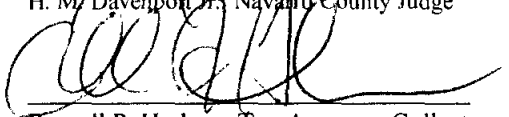
**XIII. Applicable Laws**

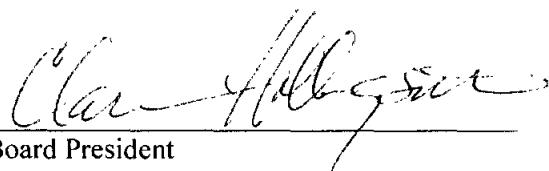
This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part 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, 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, 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.

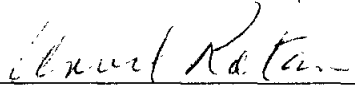
Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the ~~15~~ <sup>9</sup> day of ~~July~~ <sup>August</sup>, 2010.

**APPROVED:**

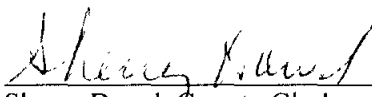
  
H. M. Davenport Jr, Navarro County Judge

  
Russell P. Hudson, Tax Assessor-Collector

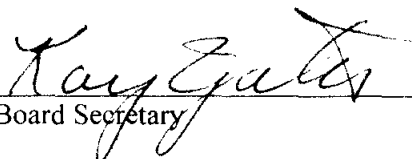
  
Board President

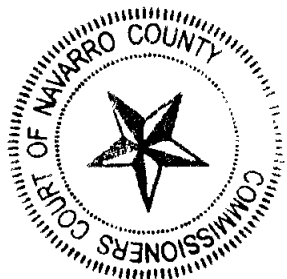
  
Arvel Rotan, Superintendent

**ATTEST:**

  
Sherry Dowd, County Clerk

**ATTEST:**

  
Board Secretary



#21

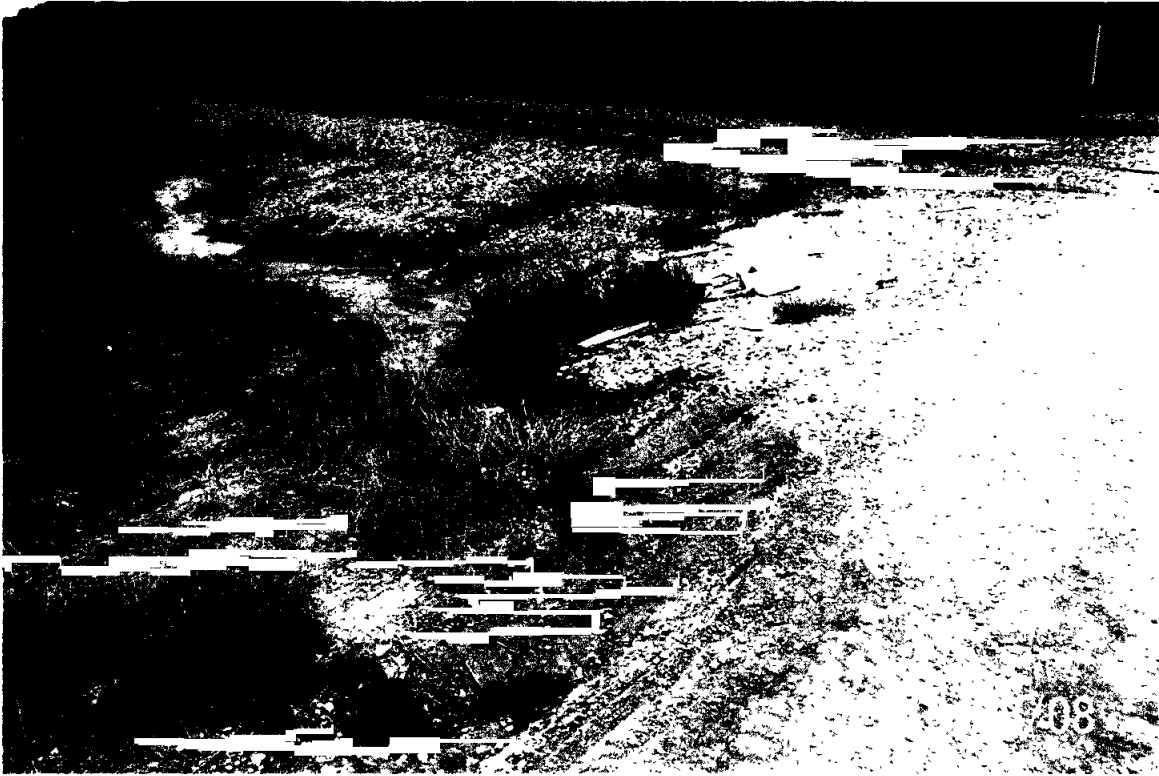
228



in need of repair culvert washed out



Washed out culvert

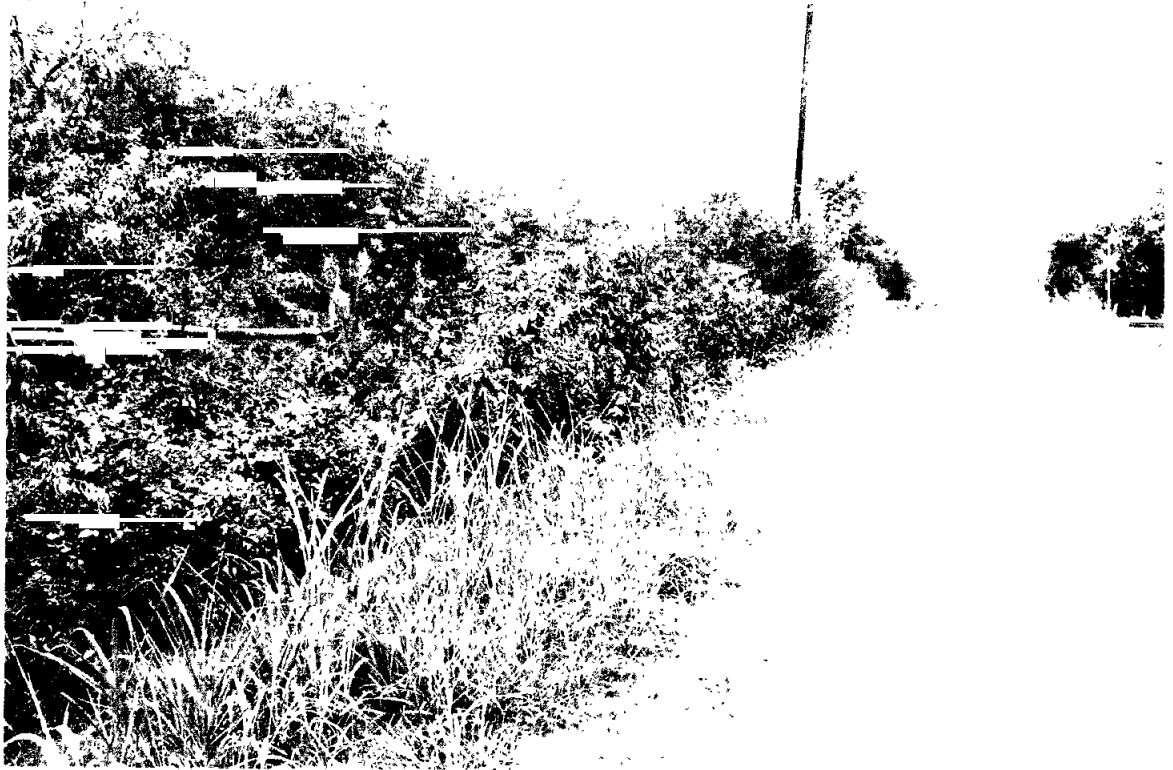


City Limit sign will be posted  
At this point





View of tracks  
Toward Streetman



Distance Between New City Limit

23

233

APPOINTMENT OF LABOR STANDARDS OFFICER

TCDP Contract Number: 710017

Contractor Locality: Navarro County

I, H. M. Davenport County Judge hereby appoint Tim F. Glendening & Associates Labor Standards Officer as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for all labor law compliance. The Labor Standards Officer will be responsible for assuring compliance with all requirements, under CHAPTER 7 of the Texas Community Development Program, Project Implementation Manual, as applicable to the TCDP contract.

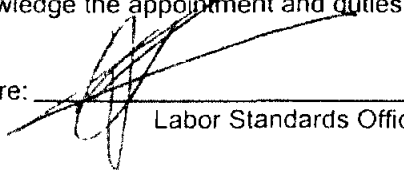
Appointed Labor Standards Officer: Tim F. Glendening & Associates

Address: 5021 Trail Lake Drive

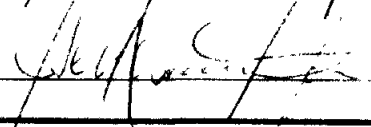
City: Plano State: Texas Zip: 75093

Telephone Number: (972) 398-9424

I acknowledge the appointment and duties of Labor Standards Officer.

Signature:  Date: 7-31-2010  
Labor Standards Officer

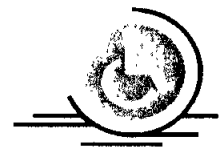
Appointing Official

I, as Chief Executive Officer of the TCDP contract and as Mayor/County Judge of Navarro County, City/County, appoint the above named Labor Standards Officer.  
Appointed by: H. M. Davenport, Title: County Judge  
Signature:  Date: 8-9-10



A1008

**Designation Form for Section 504 and Equal Opportunity/Fair Housing Officer**



City/County: Navarro County TxCDBG Contract #710017  
 Address: 300 W. Thrid Ave., Corcicana, TX 75110  
 \_\_\_\_\_  
 Telephone Number: 903-654-3025

\*\*\*\*\*  
 \*\*

I, H.M. Davenport, do hereby appoint the County Judge  
 as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for Navarro County.  
 The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by Navarro County, as required by the Texas Community Development Block Grant Program Contract No. 710017.  
 The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed on Exhibit D of the TxCDBG contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer: [Signature]  
 (Signature)

Appointed by: [Signature]  
 (Signature)

Date: 5-9-10

### Section 504 Self-Evaluation Form

Grant Recipient: Navarro County TxCDBG Contract No: 710017

Brief Description of Project: Clean up and reconstruction of roads/drainage facilities resulting from April 2009 storm

1 Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

County Judge  
\_\_\_\_\_  
\_\_\_\_\_

2. Identify the individual(s) with handicaps and/or organizations (representing persons with handicaps) that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review

None identified.  
\_\_\_\_\_  
\_\_\_\_\_

3. Describe Section 504 nondiscrimination notification procedures (example: newspaper advertisements, utility inserts, flyers, postings at public facilities).

Newspaper notice  
\_\_\_\_\_  
\_\_\_\_\_

4. List policies that may limit participation of individuals with handicaps in Contractor programs, projects, and activities.

- 1) none identified
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

5. Identify and list public facilities that limit accessibility.

- 1) none identified
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

6 Describe contractor in-house procedures for circulating information on Section 504 and procedures for staff training on Section 504

Copies of self-evaluation forms were distributed.

7. Identify Section 504 contractor complaint procedures

- 1) none applicable
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

8. Describe Contractor's efforts to ensure compliance of Section 504 by third party contractors (Construction Contractors, Engineers, Administrators etc.)

Statements are included in all contracts regarding compliance with 504 status

9. Describe Contractor's efforts to make documents and publications available to individuals with handicaps (examples: large print, audio tape, Braille, computer disks).

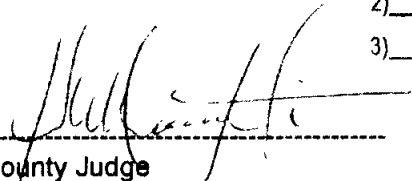
All county notices include a statement regarding how to request assistance

10. List special information services that are available (examples: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio visual presentations, automated electronic devices, assistive listening devices, documents in Braille etc.)

Local phone service providers offer listening devices and TDD. The County provides interpreters, if requested.

11. List emergency evacuation procedures

- 1) All evacuation exists are clearly marked
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

  
 \_\_\_\_\_  
 County Judge

8-9-10  
 \_\_\_\_\_  
 Date

**A1002**

### **Local Opportunity Plan – Section 3 Policy**

Navarro County agrees to implement the following specific affirmative action steps to increase the utilization of business concerns located within its boundaries.

In accordance with 12 U.S.C. 1701u, (Section 3), Navarro County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

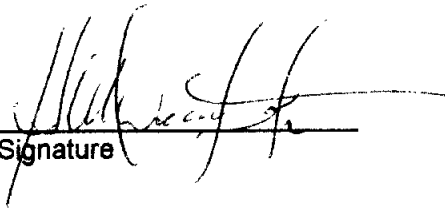
E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDRA to the Grant Recipient.

G. Submit reports as required by HUD or TDRA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Navarro County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

  
Signature

County Judge  
Title

8-9-10  
Date



## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ESTABLISHING CITY POLICY REGARDING A SECTION  
504 WRITTEN CITIZEN GRIEVANCE PROCEDURE.

BE IT RESOLVED by Navarro County as follows:

1. Navarro County has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR Subpart A Sec. 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that "No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance..."
2. Complaints should be addressed to the 504 Coordinator: County Judge, Navarro County Courthouse, 300 W. Third Avenue, Corsicana, Texas 75110, who has been designated to coordinate Section 504 compliance efforts. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations. A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).
3. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the 504 coordinator. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
4. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the 504 coordinator, and a copy forwarded to the complainant no later than ten (10) working days after its filing. The Section 504 coordinator shall maintain the files and records of Navarro County relating to the complaints files.
5. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to Navarro County.
6. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

7. These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Navarro County of complies with Section 504 and HUD regulations.

Adopted by the Navarro County Commissioners Court on this 9 day of August, 2016

[Signature]  
Title

[Signature]  
Attest



### Excessive Force Policy

### Resolution No. \_\_\_\_\_ Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof: In the following County of Navarro, State of Texas, as follows:

**ARTICLE I**

Section 1: It is the policy of Navarro County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The county also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

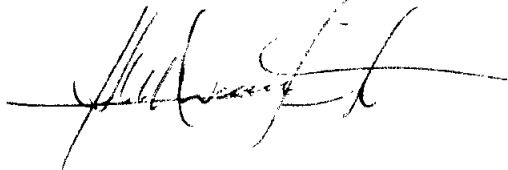
**ARTICLE II**

Section 1 It is the policy of the county to enforce this policy to the full extent allowed by law.

**ARTICLE III**

Passed and adopted by the Navarro County Commissioners Court, State of Texas, on the 9 day of August, 2010.

County Judge, H.M. Davenport, Jr.  
Title



Attest:

Sherry Bond



### Fair Housing Month Proclamation Proclamation of April as Fair Housing Month

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, Navarro County do proclaim April as Fair Housing Month in Navarro County, and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 7 day of August 2010.

[Signature]  
Title: Navarro County Judge

Witness: [Signature]  
Title: County Clerk



### Local Opportunity Plan Resolution

**WHEREAS**

In accordance with 12 U.S.C. 1701u, (Section 3), Navarro County desires to provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out

**NO, THEREFORE, WE,**

Navarro County, agrees to adopt a Local Opportunity Plan and Section 3 Policy, and, to the greatest extent feasible, provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 9 day of August 20 10.

[Signature]  
Title: Navarro Co. Judge

Witness: [Signature]  
Title: County Clerk



#6547cont.7/16/10

**AGREEMENT ON ADDRESSING IN SUPPORT OF THE PUBLIC SAFETY ANSWERING POINT**

This agreement entered into by and between the City of Powell and the County of Navarro, Texas, each acting by and through its respective duly authorized officials, and is as follows:

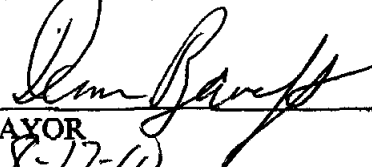
1. The City of Powell by resolution has authorized the execution of this interlocal agreement with the County of Navarro for the purpose of facilitating the operation of a 911 public safety answering point system;
2. The City of Powell desires that the 911 Addressing Coordinator for Navarro County assume responsibility for the mapping, addressing and re-addressing of 911 system addresses in the City of Powell.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

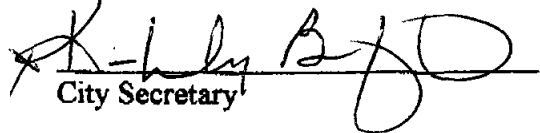
1. The City of Powell will no longer undertake area mapping, addressing or re-addressing for the purposes of emergency response. Navarro County, upon request by the City of Powell, and upon receipt of a proper physical location, including legal descriptions, maps and such other evidence as may be required by the County, does hereby agree to undertake the responsibility for mapping, addressing and re-addressing of the physical location of persons residing in the City of Powell, as necessary to provide a 911 public safety answering service and emergency response.
2. Navarro County will not furnish any signage or road maintenance, and its only obligation is to furnish addressing services upon proper request.

Signed by the respective parties on the dates shown below.

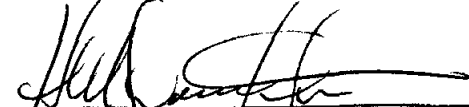
CITY OF POWELL

By:   
 MAYOR  
 Date: 8-17-10

Attest:

  
 City Secretary

NAVARRO COUNTY

By:   
 H. M. DAVENPORT, JR., COUNTY JUDGE  
 Date: 8-9-10

**INTERLOCAL AGREEMENT FOR  
TRANSPORT OF MENTAL AND JUVENILE DETAINEES**

**THE STATE OF TEXAS §**

**COUNTY OF NAVARRO §**

**CITY OF CORSICANA §**

**THIS AGREEMENT** is made and entered into by and between Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County"), and the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City").

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, County wishes to participate in an interlocal agreement with City for the purpose of transporting mental and juvenile detainees to appropriate state or private institutions for the benefit of City; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, it is agreed as follows:

**1.**

**PURPOSE**

The purpose of this Interlocal Agreement is to enter into an Agreement between County and City whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, County agrees to provide transportation of City's mental detainees to state and/or private mental health facilities for the benefit of City; and juvenile detainees to appropriate juvenile detention facilities for the benefit of City.

## 2.

**TERM**

The term of this Agreement is for one (1) year commencing on October 1, 2010, and ending on September 30, 2011. Thereafter, it shall be renewed annually unless either party issues notice of intent to terminate as outlined in Section 4 of this Agreement.

## 3.

**COMPENSATION**

- A. As fair compensation for the services rendered by County to City from October 1, 2010 through September 30, 2010, City agrees to pay County \$125.00 per person per transport of mental and juvenile detainees. County will invoice City monthly, and City agrees to promptly pay within 30 days of invoice date.
- B. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due County above shall be paid from revenues available to City in Fiscal year 2010 – 2011.

## 4.

**TERMINATION**

It is further agreed by and between County and City that County and City shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

## 5.

**ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

## 6.

**MODIFICATION**

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by County and City.



## 7.

**SEVERABILITY**

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

## 8.

**AUTHORITY**

This Agreement is made for County and City as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

## 9.

**AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

## 10.

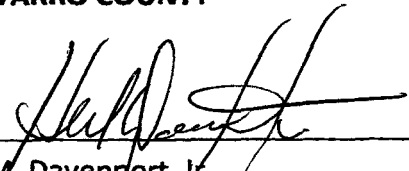
**FORCE MAJEURE**

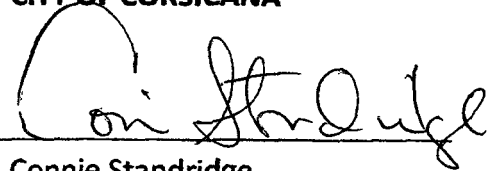
It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

EXECUTED this 9<sup>th</sup> day of August, 2010, in Corsicana, Navarro County, Texas.

**NAVARRO COUNTY**

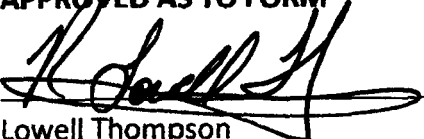
**CITY OF CORSICANA**

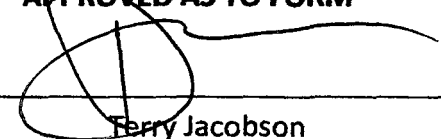
  
\_\_\_\_\_  
H. M. Davenport, Jr.  
County Judge

  
\_\_\_\_\_  
Connie Standridge  
City Manager

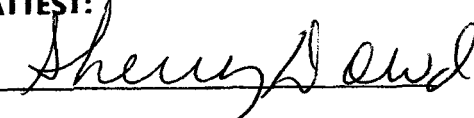
**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Lowell Thompson  
District Attorney

  
\_\_\_\_\_  
Terry Jacobson  
City Attorney

**ATTEST:**

  
\_\_\_\_\_  
Sherry Dowd  
County Clerk



STATE OF TEXAS                   §  
   §  
COUNTY OF NAVARRO           §

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Navarro County, a political subdivision of the State of Texas, hereinafter referred to as the “**COUNTY**”, acting by and through its duly authorized County Judge, and the City of Corsicana, a home-rule municipal corporation, herein after referred to as the “**CITY**”, and acting by and through its duly authorized City Manager.

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, the City and County agree to participate in an interlocal agreement for the purpose of providing public library services and animal shelter services to County residents residing outside the official incorporated City limits, and

**WHEREAS**, the City and County further agree that the County will house City prisoners; and

**WHEREAS**, the City contends that it and the County entered into an agreement (“the Agreement”) in 1987 by which the City closed a street and conveyed it to the County in exchange for the County’s agreeing to perpetually house City prisoners without cost to the City; and

**WHEREAS**, the County now contends that it has the right to charge the City to house the City’s prisoners; and

**WHEREAS**, the City does not waive any rights or defenses of any prior agreements; and

**WHEREAS**, in order to avoid any disputes between the parties regarding the Agreement, the City and County agree to the terms and conditions outlined below; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, County and City, for the mutual consideration hereinafter stated, agree and understand as follows:

### **1.0 TERM**

The term of this agreement is for a period of one (1) year commencing on October 1, 2010, and ending on September 30, 2011.

### **2.00 PURPOSE**

This Interlocal Agreement between the City of Corsicana and Navarro County agree to the following terms and conditions, and more fully described in the sections below:

- A. The City will provide library services to County residents;
- B. The City will provide animal shelter services to County residents;
- C. The County will pay to the City of Corsicana \$50,000; and
- D. The County will provide housing for City prisoners as previously agreed.

### **3.00 LIBRARY SERVICES**

A. For the purposes and consideration herein stated and contemplated, City shall provide library services for the residents of the County residing outside the legal incorporated City limits upon presentation of proper proof by individual(s) of residence in the County. Such individual(s) shall be entitled issuance, at no cost for the first card, a library card to be used in connection with all said services provided by the Library. Further all individuals issued a library card will be subject to all Library policies and procedures established for the proper daily operation of the Library.

B. The Library shall diligently prepare and keep accurate and current records of its Library Board meetings, official actions, and expenditures, and shall permit inspection and copying of said records by authorized agents of the County.

C. The Library shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided the matters and records deemed confidential by law should not be compromised.

D. The Library shall provide, but not be limited to providing, the following services: professional reference, professional research assistance, professional reader's advisory, professional collection development and maintenance of 75,000+ items, community referral, proctoring of examinations, Interlibrary Loan, in-library and remote access to on-line data bases (including the TEXSHARE databases), public access computers for Internet and data-base searching, topical displays, access to local history and genealogy information, study areas,

programs and events for all age groups, videophone access for hearing-impaired, out-of library circulating collection.

**4.00 ANIMAL SHELTER SERVICES**

This City agrees to provide County with animal shelter services in the unincorporated areas of Navarro County, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of County.

**4.01 Impoundment and Disposition of Animals**

A. Any animal presented by an official of unincorporated Navarro County will be accepted by the City as part of the compensation agreed to in Section 6.00, COMPENSATION.

B. Any owned animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$15 fee.

C. Any stray animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$15 fee.

D. Prior to the expiration of the 72-hour impoundment period, the City may euthanize an impounded animal if the Animal Services Manager of the City or the Animal Services' veterinarian recommends and approves such action.

E. Impounded animals will be released to their owners upon:

(i) Proof of ownership;

(ii) Proof of identification;

(iii) Arranging for a rabies vaccination for the animal if it is a dog or a cat and its vaccination is not current.

F. The ownership of impounded animals that have not been released to their owners on the expiration of the impoundment period reverts to the City, and the animals may be placed for adoption, transferred to other animal welfare agencies or euthanized, at the discretion of the City.

G. All rabies quarantined animals from the County not reclaimed by their owner may be placed for adoption, transferred to other animal shelter welfare agencies or euthanized, at the discretion of the City after ten (10) days.

**5.00 HOUSING OF CITY PRISONERS**

County agrees to house all City prisoners without cost to the City.

### 5.01 Definitions

A. *City prisoner* means an individual who has been arrested by a City of Corsicana peace officer solely for a charge for which the Corsicana Municipal Court has jurisdiction. A person who is arrested by a City of Corsicana peace officer for a charge for which the Corsicana Municipal Court has jurisdiction, in addition to any other offense mentioned under State Prisoner in "B" below, will not be considered a City prisoner. Further, any individual arrested solely for any Class C misdemeanor, excluding those filed by a peace officer employed by the City of Corsicana, and filed in a Justice Court of Navarro County will not be considered a City prisoner.

B. *State prisoner* means an individual who has been arrested by a City of Corsicana police officer for a charge filed in Justice of the Peace Court or a charge which is classified as a Class A or Class B misdemeanor, or a felony offense.

### 5.02 Provision of Jail Space

The Sheriff of Navarro County agrees to accept the custody of any City prisoner delivered to the Navarro County Jail by the City of Corsicana Police Department provided that the person meets the intake criteria as set forth by the rules, regulations and procedures then in effect for the Navarro County Jail as approved by the Texas Commission on Jail Standards and the Sheriff of Navarro County.

### 5.03 Liability for Expenses

The County of Navarro is liable for all expenses incurred while providing the safekeeping of prisoners confined in the Navarro County Jail pursuant to this Agreement, except as otherwise provided in the Agreement.

### 5.04 Prisoner Booking and Document Maintenance

A. City of Corsicana Police Officers shall comply with all booking procedures required at intake in the Navarro County Jail.

B. The Navarro County Jail will photograph and fingerprint City prisoners consistent with the procedures for other county jail inmates. Photographs and fingerprints will be maintained consistent with other county jail inmates. Copies of fingerprints and photographs shall be made available to the City of Corsicana Police Department upon request.

C. The City of Corsicana assumes responsibility for updating City prisoner records through the Texas Department of Public Safety Crime Records Service and Federal Bureau of Investigation consistent with State and Federal policies. The Navarro County Sheriff assumes responsibility for reporting to State and Federal entities for State prisoners arrested by the City of Corsicana Police Department.

**5.05 Medical Attention**

A. If immediate medical attention is needed or requested by any individual while the individual is still in the custody of the City of Corsicana's arresting officer, the City of Corsicana is solely responsible for obtaining satisfactory medical attention for such individual prior to such individual being accepted by the Navarro County Jail.

B. The County of Navarro agrees to provide all City prisoners which have been booked into the Navarro County Jail the same level of medical treatment received by State prisoners for routine medical treatment in the Navarro County Jail Infirmary at no additional cost to the City of Corsicana. The City of Corsicana will be responsible for the medical service costs incurred by a City prisoner other than routine medical treatment as determined by the Health Services Plan of the Navarro County Jail.

**5.06 Release of Prisoners**

A. City prisoners may be released prior to serving their sentence, including any credits allowed by law, with the permission of the Municipal Court Judge, or by the Sheriff, or his designee, upon determination that a City prisoner has a major medical condition.

B. Any City prisoner not arraigned within 24 hours from booking may be released on bond by the Sheriff.

**5.07 Inspection of Books and Records**

A. The County of Navarro will maintain complete books and records of all City prisoners. Books and records may be inspected by the City of Corsicana at any time during regular business hours with advance notice.

B. On or before the ninetieth (90<sup>th</sup>) day after the end of the City of Corsicana's fiscal year, the County of Navarro will supply the City of Corsicana an annual statement of all applicable bookings received at the Navarro County Jail on behalf of the City of Corsicana during the preceding fiscal year. Such annual statements shall be prepared in such detail and on such forms as are determined to be mutually satisfactory to the County of Navarro and the City of Corsicana. The City of Corsicana, by written notice to the Navarro County Auditor's Office, may request other financial or statistical information from the County of Navarro from time to time.

**5.08 Legal Responsibility**

A. The City of Corsicana shall be responsible for all suits, claims, damages, losses, or expenses, including reasonable attorney's fees, arising out of the City of Corsicana's performance or non-performance of the services and duties herein stated, but only in regard to transfer of prisoners by the City of Corsicana and duties herein assigned to the

City of Corsicana and specifically excluding the actual incarceration of prisoners by the County of Navarro. The City of Corsicana retains full responsibility for each prisoner until that prisoner has been processed into the Navarro County Jail.

B. The County of Navarro shall be responsible for all suits, claims, damages, losses and expenses, including reasonable attorney's fees, arising out of the County of Navarro's performance or non-performance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by the County of Navarro in the Navarro County Jail and specifically excluding the transfer of prisoners to and from the Navarro County Jail.

#### **6.00 COMPENSATION**

A. As fair compensation for the public library services and animal control services rendered by the City to the County from October 1, 2010 through September 30, 2011, the County agrees to pay to the City \$50,000 for its services during the term of this Agreement. County agrees to promptly pay the \$50,000 no later than March 1, 2011.

B. Pursuant to the requirements of Section 791.011(d) (3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2010 through 2011.

#### **7.00 TERMINATION**

It is further agreed by and between County and City that County and City shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

#### **8.00 ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

#### **9.00 MODIFICATION**

This agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by County and City.

#### **10.00 SEVERABILITY**

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



**11.00 AUTHORITY**

This Agreement is made for County and City as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

**12.00 AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**13.00 FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God; inclement weather; governmental restrictions, regulations, or interference; fires; strikes; lockouts, national disasters; riots; materials or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**14.00 PRIOR AGREEMENTS**

Nothing set forth in this Interlocal Agreement shall be construed as a waiver of any party's rights or defenses regarding the enforceability of any prior agreements made between the City of Corsicana and the County of Navarro and, if this Interlocal Agreement is terminated, both parties shall have all the rights and defenses they now possess regarding the enforcement of any prior agreements.

EXECUTED in triplicate this 9<sup>th</sup> day of August, 2010, in Corsicana, Navarro County, Texas.

CITY OF CORSICANA

Connie Standridge  
Connie Standridge, City Manager

ATTEST:

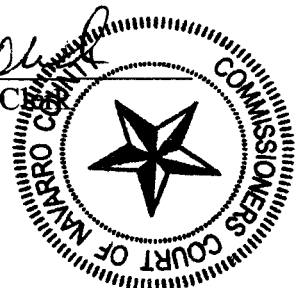
Virginia Richardson  
Virginia Richardson, City Secretary

NAVARRO COUNTY

H. M. Davenport  
H. M. Davenport, County Judge

ATTEST:

Sherry Dowd  
Sherry Dowd, County Clerk



STATE OF TEXAS                   §  
  §  
COUNTY OF NAVARRO           §

**INTERLOCAL AGREEMENT FOR  
FIRE AND FIRE INVESTIGATION SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City"), and Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County").

**W I T N E S S E T H:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, County wishes to participate in an interlocal agreement with City for the purpose of fire and fire investigation services for the unincorporated areas of Navarro County; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, it is agreed as follows:

**1.  
PURPOSE**

The purpose of this Interlocal Agreement is to enter into an Agreement between City and County whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide County with fire and fire investigation services in the unincorporated areas of Navarro County, and City agrees to provide response to dispatched fire and fire investigations pursuant to this Agreement for the benefit of County.

**2.  
TERM**

The term of this Agreement is for a period of one (1) year commencing on October 1, 2010, and ending on September 30, 2011.

3.  
**COMPENSATION**

- A. As fair compensation for the services rendered by City to County from October 1, 2009 through September 30, 2010, County agrees to pay City \$250.00 per response for its fire services, and \$50.00 per hour salary cost, plus expenses for mileage, and supplies for response by Fire Marshal or Fire Investigator for fire investigations during the term of this Agreement. A fee of \$100 will be charged for a "disregard" call. City will invoice County monthly and County agrees to promptly pay within 30 days of invoice date.
- B. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2009 through 2010.

4.  
**TERMINATION**

It is further agreed by and between City and County that City and County shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

5.  
**ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

6.  
**MODIFICATION**

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and County.

7.  
**SEVERABILITY**

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

8.  
**AUTHORITY**

This Agreement is made for City and County as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

9.

**AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

10.

**FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

EXECUTED in triplicate this 9th day of August, 2010, in Corsicana, Navarro County, Texas.

**CITY OF CORSICANA**

Connie Standridge  
Connie Standridge  
City Manager

**NAVARRO COUNTY**

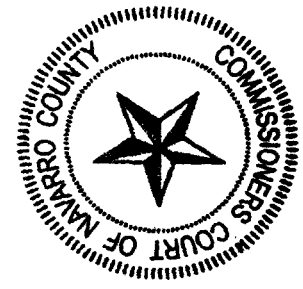
H.M. Davenport  
H.M. Davenport  
County Judge

**ATTEST:**

Virginia Richardson  
Virginia Richardson  
City Secretary

**ATTEST:**

Sherry Dowd  
Sherry Dowd  
County Clerk



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**First Amendment to  
Retail Electric Provider's Supply Agreement**

This First Amendment (the "Amendment") is to the retail electric provider's supply agreement ("Agreement"), entitled "**MASTER ELECTRIC ENERGY SALES AGREEMENT**," including the accompanying forms of "**SALES CONFIRMATION**" and the Attachment A thereto, by and between Suez Energy Resources NA, Inc. ("Seller") and NAVARRO COUNTY ("Buyer"), and is entered into effective as of the effective date of the Agreement.

In consideration of the mutual promises and agreements contained in this Amendment, the parties hereby agree as follows:

Notwithstanding anything to the contrary in the Agreement (including any attachments, exhibits, or addendums thereto and any Sales Confirmations related thereto), Seller agrees with Buyer that the following numbered provisions shall supersede and control to the extent necessary any provisions in the Agreement inconsistent with the terms of this Amendment:

1. **Pricing.** Pricing shall not include any standing, meter, or customer charge, and shall instead be comprised solely of (1) a separately stated amount for the commodity component (in cents per kilo-Watt hour or dollars per mega-Watt hour), (2) separately specified "pass-through" items, such as transmission or distribution service provider charges or credits, (3) separately stated fees for the recovery of the costs to Seller of the Texas PUC assessment and Texas gross receipts tax (but not sales taxes), if applicable, (4) the cost for the fee earned by the coordination consultant under contract with the H-GAC Energy Purchasing Corporation in accordance the contracted rate schedule with said consultant, which shall either be included in the commodity component or separately stated, and (5) the separately stated H-GAC Energy Purchasing Corporation Aggregation Fee of \$0.00045 per kilo-Watt hour (which is separate and apart from the fee earned by the coordination consultant included in the commodity component). All charges in the nature of pass-through items shall be made with no mark up by Seller to Buyer. The parties recognize and agree that Buyer, as a political subdivision of the State of Texas, represents and warrants that it is exempt from sales taxes and shall not be charged therefor; Seller shall provide a certificate of exemption form to Buyer at the time it offers the Agreement and this Amendment to Buyer and request Buyer to complete and return such form to the Seller within a reasonable period of time. Seller agrees it will only impose a charge for any over- and under- usage of energy relative to a benchmark or prior historical consumption if the Buyer chooses one of the options offered for usage variance at a lower-priced commodity component, for a specified percentage plus and minus a specified benchmark of consumption, as set forth in the Sales Confirmation.

2. **Change in law.** In the event that (i) there is a change in administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in application or binding interpretation thereof ("Change in Law"), and (ii) such Change in Law results in a material increase in fees, costs or other third party charges being incurred relating to the provision of services contemplated herein ("Financial Effect"), then Suez may notify Customer in writing ("Change in Law Notice") of such Change in Law and Financial Effect, and propose an adjustment ("Adjustment") to the Contract Price under the Agreement. Within fifteen (15) days of receipt of such Change in Law Notice, Customer shall either accept such Adjustment or send notice of its decision to terminate the Agreement ("Change in Law Notice of Termination"). If Customer Party does not deliver to Suez a Change in Law Notice of Termination within such fifteen day period, such Adjustment shall take effect and Suez shall implement such Adjustment thirty (30) days after the Change in Law Notice was sent to Customer, or the day on which such Financial Effect impacts Customer if such effective date is beyond thirty days after the Change in Law Notice was sent. If Customer provides Suez with a Change in Law Notice of Termination, then Suez shall liquidate and terminate any and all Sales Confirmations hereunder after such Change in Law Notice of Termination is received (including, if implemented, the application of the Financial Effect up until such date) and on the day on which a meter can be read and transferred to another provider, and cause, with Customer's cooperation, the switch of service of the Facilities to the default service provider or to another provider selected by Customer. Suez shall calculate Settlement Amounts and a Termination Payment using the calculation process generally set forth in Section 2.7, and payment shall be made according to the provisions therein, provided that use of such terms and

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conditions in these circumstances shall not be interpreted to mean that either Party is in default or that an Event of Default has occurred. In the event such a Change in Law renders performance under the Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change, and if the Parties are unable to amend the Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of Suez.

3. Interest rate on late or delayed payments. Each party shall pay the other party interest on any late or delayed payments at a rate of one percent above the "Prime Rate" as published, on the first day of July of the preceding fiscal year of Buyer that does not fall on a Saturday or Sunday, in The Wall Street Journal under "Money Rates," from time to time, or an appropriate substitute should such rate cease to be published, or the highest rate allowed by law, whichever is the lesser. Other than interest as provided herein, there shall be no late fees, late payment penalties, or any other charges or penalties for late or delayed payments. Any early payment discount in the Agreement, however, shall not be negated by the foregoing sentence.

4. Payment due date. Unless a shorter period is otherwise expressly agreed to by Buyer, all amounts invoiced by Seller to Buyer under the Agreement shall be due and payable by Buyer to Seller within thirty (30) days from the date Buyer receives the invoice (if the invoice is provided by Seller via E-mail to the E-mail address of the Buyer set forth in the Agreement, which shall be deemed received upon transmittal unless notified of a delivery error), unless the governing body of the Buyer meets only once a month or less frequently in which event the due and payable date shall be forty-five (45) days from the date Buyer receives the invoice (if the invoice is provided by Seller via E-mail to the E-mail address of the Buyer set forth in the Agreement, which shall be deemed received upon transmittal unless notified of a delivery error). If the Buyer requests in writing to Seller that the invoice be provided by Seller via United States mail, the Buyer shall also agree in writing that the due date shall be measured from the date of the invoice.

5. Disputed amounts. If Buyer in good faith disputes the amount of any invoice or any part thereof within 21 days after the date Buyer receives the invoice, it shall be entitled to pay only the undisputed amount and provide written notice of the reasons for the dispute. Resolution of disputed amounts and the resulting payment of any amounts determined to be owed shall be in accordance with the Agreement but as amended by this Amendment regarding interest payment and interest rate.

6. Performance or credit assurance. Unless Buyer has an unsatisfactory credit report from a reputable outside credit reporting service, or Buyer is late in making payment to Seller more than two (2) times in a six (6) month period, no deposit or other form of credit or performance assurance will be required by Seller from Buyer. In no event will the amount of the deposit or other form of performance assurance be for more than two (2) times the highest monthly bill during the preceding twelve (12) month period. All deposits or other form of performance assurance will be returned within ten (10) days of the date payment is made on the last invoice by Buyer under the Agreement, less any unpaid amounts owed by Buyer. In the event of any valid request by Seller for a deposit or other form of performance assurance, Buyer shall have five (5) business days in which to provide same to Seller, and Buyer shall have the right to provide either a cash deposit or a letter of credit from a nationally chartered bank in an amount equal to the performance assurance amount. Seller shall have no right to insist upon any particular type or form of performance assurance.

7. Disconnection of Service. Seller agrees that, prior to any temporary or permanent disconnection of the physical service to Buyer, Seller shall provide advance notification not only to Buyer but also to provide a copy of such notification to H-GAC Energy Purchasing Corporation and/or its coordination consultant. Seller further agrees that it will comply with the regulations of the Public Utility Commission of Texas and the Protocols of the Electric Reliability Council of Texas regarding disconnection of physical service to Buyer for non-payment to the extent that Buyer is a health care facility or otherwise operates critical infrastructure.

8. Requirements service. To the extent that Buyer operates facilities for which it maintains emergency generators, use of such generators in a local utility distribution company outage or force majeure situation or for required testing purposes for limited periods is allowed.

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9. Audit rights and bill adjustments. The period in which either party may challenge any billed amount shall not be less than twenty-four (24) months from the date of the invoice, provided, however, that to the extent Buyer is a health care facility or otherwise subject to information disclosure requirements under the laws regarding Medicare, said period of time shall be not less than forty-eight (48) months. The period of time in which adjusted or corrected invoices may be issued by Seller shall not exceed twenty-four (24) months. Each party shall have the right to request and examine the records of the other party in connection with the verification of the accuracy of invoices, charges, notices, or other matters related to the Agreement.

10. Periods in which to cure events of default. The period of time in which to cure a failure to pay shall be the longer of the period specified in the Agreement or ten (10) business days from the receipt of written notice of a failure to make timely payment of an amount due by one party to the other. The period of time in which to cure a material breach other than failure to pay shall be the longer of the period specified in the Agreement or ten (10) business days from the receipt of written notice of a material breach other than failure to pay..

11. Force majeure. An event of force majeure shall not include: a failure of the Seller to procure a sufficient supply of energy or to schedule the energy; financial distress; inability to make a profit or avoid financial loss; financial inability to perform; loss of markets or suppliers; changes in market prices of fuel or energy; or the economic effect of any change in law.

12. Confidentiality. It is recognized by the parties that Buyer is subject to the Public Information Act, and that the Agreement as amended is subject thereto, including any applicable disclosure exemptions therein.

13. Non-appropriation. Buyer intends to make all required contract payments for the full term of this Agreement, however, Buyer and Seller agree that if Buyer's governing body is not able to appropriate sufficient funds and has no other legally available funds to continue the purchase of electricity covered by the Agreement, Buyer may terminate without penalty this Agreement at the end of Buyer's fiscal year affected thereby, by giving written notice to Seller to that effect, and as of Buyer's termination date, Seller shall have no further duty to supply electricity to Buyer. Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. Buyer shall not be relieved of its obligation to pay amounts due for energy already supplied or for any outstanding invoice due prior to Buyer's termination date.

14. Representations and warranties. Section 2.10 is revised to provide with regard to a claim of immunity with respect to its contractual obligations the following, which shall control in lieu thereof: "Customer further represents and warrants with respect to its contractual obligations specified herein, to the extent allowed by law and subject to any applicable requirements Customer will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit; (b) jurisdiction of court; (c) relief by way of injunction; (d) attachment of assets; or (e) execution or enforcement of any judgment.

15. Indemnity and liability. To the extent allowed by law, each party shall indemnify the other and be subject to limitations of liability in accordance with the provisions of the Agreement; provided, however, that to the extent that any indemnity or liability limitation provisions in the Agreement are not bilateral, that is, they apply only to one party rather than both, then they shall be construed to apply to both equally to the extent that the circumstances so permit.

16. Secondary Term. If at the expiration of the Agreement the Buyer has not executed a new electric supply agreement with Seller or with another retail electric provider, the term of the Agreement shall be extended for service continuing beyond the expiration date, subject to termination upon thirty (30) days prior written notice by Buyer or Seller, and subject to adjusted pricing in which the amount for the commodity component shall be the Real Time Market Price as defined in the Sales Confirmation to the Agreement plus the Post-Term Charge of \$0.018 per kWh of electric energy consumed.

17. Dispute Resolution. The right to a jury trial is not waived.

18. Delivery Point. The delivery point shall be the point where the applicable distribution service provider's conductors are connected to Buyer's conductors at or near Buyer's premise(s) as mores specifically identified in the Attachment A to the Agreement. As between Seller and Buyer, title associated with the electric energy purchased

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and sold under the Supply Agreement shall pass from Seller to Buyer at Buyer's meter (the applicable distribution service provider's conductors connected to Buyer's conductors at or near Buyer's premises). Notwithstanding the foregoing, the parties agree and acknowledge that the liability and risk of loss associated with the electric energy to be delivered pursuant to the Supply Agreement while physically on the applicable transmission and distribution provider's ("TDSP") system shall be determined in accordance with the applicable TDSP tariff.

19. Metered Facility Additions and Deletions. Buyer may add to or delete from the Agreement one or more metered facilities in accordance with the provisions set forth in the Sales Confirmation to the Agreement if such option is selected by the Buyer.

All other terms and conditions of the Agreement not expressly modified in this Amendment shall remain in full force and effect.

This Amendment is binding on and inures to the benefit of the parties and their respective successors and permitted assigns, shall be governed by the laws of the State of Texas without reference to its conflicts of law provisions, and may be executed in duplicate originals (each of which shall constitute and be an original).

The persons executing this Amendment represent and warrant that they are duly authorized to execute this amendment on behalf of the party they represent and thereby bind that party to this Amendment.

**SUEZ ENERGY RESOURCES NA, INC.**  
Seller

By: 

Name: Craig Sutter  
Title: Vice President, Sales

Date: 1/23/09

  
Buyer

By: \_\_\_\_\_

Name: H.M. DAVENPORT  
Title: COUNTY JUDGE

Date: 08/11/2010



Customer: COUNTY OF NAVARRO  
 Effective Date: 08/11/2010  
 Agreement #: 1-27NOLD,1  
 PR #: 1-2616A3,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code: FP01-PT01-CA08A-TB01  
 Product: Fixed Price w/ Congestion & RUC Pass-Through

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	00300 N 12TH ST TEMP	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720009960430	ERCOT_BUS	01/01/2011	12/31/2012
2	400 W 2ND AVE	CORSICANA, TX 75110-2905	NAVARRO	ONCOR	NORTH	10443720009381474	ERCOT_BUS	01/01/2011	12/31/2012
3	00205 SE3RD ST	KERENS, TX 75144-3117	NAVARRO	ONCOR	NORTH	10443720009324651	ERCOT_BUS	01/01/2011	12/31/2012
4	17500 FM 709 N GRDL 2	DAWSON, TX 76639-0000	NAVARRO	ONCOR	NORTH	10443720009005422	ERCOT_NM	01/01/2011	12/31/2012
5	00400 W 2ND AVE PKNG LGHTS	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720008425191	ERCOT_BUS	01/01/2011	12/31/2012
6	00300 W 3RD AVE TEMP B	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720008377570	ERCOT_BUS	01/01/2011	12/31/2012
7	00300 W 3RD AVE TEMP A	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720008377508	ERCOT_BUS	01/01/2011	12/31/2012
8	00209 W 1ST AVE	CORSICANA, TX 75110-3052	NAVARRO	ONCOR	NORTH	10443720006418065	ERCOT_BUS	01/01/2011	12/31/2012
9	00000 @KERENS GRDL 175W GRDL 5	KERENS, TX 75144-0000	NAVARRO	ONCOR	NORTH	10443720005183860	ERCOT_NM	01/01/2011	12/31/2012
10	00000 @W 2ND & N 12TH GRDL	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720005152984	ERCOT_NM	01/01/2011	12/31/2012
11	00000 @BLG GRDL 175W GRDL 175W	BLOOMING GROVE, TX 76626-0000	NAVARRO	ONCOR	NORTH	10443720005082738	ERCOT_NM	01/01/2011	12/31/2012
12	03640 W HIGHWAY 31 GRDL	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720005077871	ERCOT_NM	01/01/2011	12/31/2012
13	00000 @W 3RD AVE GRDL 2	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720005059333	ERCOT_NM	01/01/2011	12/31/2012
14	00000 @W 3RD AVE GRDL 1	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720005059302	ERCOT_NM	01/01/2011	12/31/2012
15	17500 N FM 709 GRDL 175W	DAWSON, TX 76639-0000	NAVARRO	ONCOR	NORTH	10443720004821036	ERCOT_NM	01/01/2011	12/31/2012
16	08404 ESTERS BLVD STE 100	IRVING, TX 75063-2232	DALLAS	ONCOR	NORTH	10443720003054837	ERCOT_BUS	01/01/2011	12/31/2012
17	03640 W HIGHWAY 31 BARN	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720002122762	ERCOT_BUS	01/01/2011	12/31/2012
18	00104 E 2ND ST BARN	BLOOMING GROVE, TX 76626-0000	NAVARRO	ONCOR	NORTH	10443720002001087	ERCOT_BUS	01/01/2011	12/31/2012
19	00312 W 2ND AVE GUN RANGE	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720001978116	ERCOT_BUS	01/01/2011	12/31/2012
20	02810 NE COUNTY ROAD 80 FIRE RANGE	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720001978085	ERCOT_BUS	01/01/2011	12/31/2012
21	00907 NW 2ND ST BLDG	KERENS, TX 75144-2427	NAVARRO	ONCOR	NORTH	10443720001943799	ERCOT_BUS	01/01/2011	12/31/2012
22	00221 W 1ST AVE	CORSICANA, TX 75110-3052	NAVARRO	ONCOR	NORTH	10443720001905080	ERCOT_BUS	01/01/2011	12/31/2012
23	00000 WESTVIEW HWY 14	RICHLAND, TX 76681-0000	NAVARRO	ONCOR	NORTH	10443720001889425	ERCOT_BUS	01/01/2011	12/31/2012
24	00000 @W 2ND AND N 12TH	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720001836012	ERCOT_BUS	01/01/2011	12/31/2012
25	00000 @W 3RD AVE	CORSICANA, TX 75110-0000	NAVARRO	ONCOR	NORTH	10443720001835423	ERCOT_BUS	01/01/2011	12/31/2012
26	17500 N FM 709	DAWSON, TX 76639-0000	NAVARRO	ONCOR	NORTH	10443720001166628	ERCOT_BUS	01/01/2011	12/31/2012

Contract Price (\$/KWh):	0.05356
Loss Multiplier:	1.06056
Pricing Point:	DEFAULT_HUB
Post Term Charge (\$/Kwh):	0.007000

Customer: COUNTY OF NAVARRO  
Effective Date: 08/11/2010  
Agreement #: 1-27N0LD,1  
PR #: 1-2616A3,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**Exhibit 2: Monthly Anticipated Consumption (in MWh)**

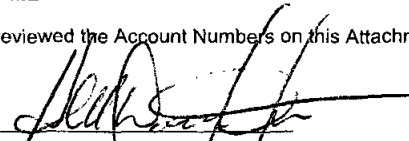
Delivery Point: NORTH

Month	Mwh
Jan	170.47
Feb	154.13
Mar	176.91
Apr	206.88
May	256.63
Jun	329.39
Jul	357.96
Aug	346.90
Sep	276.42
Oct	213.22
Nov	173.48
Dec	165.41

**ACKNOWLEDGMENT:**

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature:



Print Name:

H. M. DAVENTPORT, Jr.

**MASTER ELECTRIC ENERGY SALES AGREEMENT**

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 11th day of August 2010 (the "Effective Date") by and between GDF SUEZ ENERGY RESOURCES NA, INC. ("Suez"), a Delaware corporation and NAVARRO COUNTY("Customer"). Suez and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

**SECTION 1. TRANSACTION TERMS AND CONDITIONS**

- 1.1 Purchase and Sale. Subject to the terms and conditions set forth herein, Suez shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation attached hereto and the terms and conditions specified herein. Any conflict between the terms and conditions of this Agreement and the terms and conditions in an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should Suez fail to deliver sufficient quantities of electricity to the local utility distribution company for delivery to Customer or fail to schedule the delivery of electricity to Customer by the local utility distribution company, Customer and Suez recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) Suez shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 Contract Price. Customer shall pay Suez the Contract Price, as specified in an applicable Sales Confirmation, for the quantity of electric energy consumed in a Billing Cycle.
- 1.3 Term. This Agreement shall be effective on the Effective Date and shall remain in effect until terminated by either Party upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply thereto, until both Parties have fulfilled any and all of their respective obligations with respect to the underlying transactions. Suez shall use commercially reasonable efforts to enroll Customer's meters in a timely manner pursuant to the Sales Confirmation and shall indemnify Customer for any additional energy costs incurred at such meters as a result of such delay; provided, however, Suez shall assume no liability for any late enrolled meters resulting from any act or omission by Customer, the ISO, local distribution provider or any third Party beyond the reasonable control of Suez.
- 1.4 Billing and Payment. As soon as practicable following the receipt of any invoice detailing Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, Suez will deliver to Customer an invoice setting forth the amount due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. Suez may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. As measured from the date of the invoice, payment shall be due to Suez by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be re-paid by Suez with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other arising from this Agreement through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the owing Party. Notwithstanding the foregoing, if Suez elects to utilize the applicable local utility distribution company to distribute invoices detailing the services and appropriate charges specified herein, Customer shall comply with any and all billing and payment requirements as established by the local utility distribution company as approved by the applicable regulatory authority.
- 1.5 Alternate Proposal. At any time during the term herein, Customer may request, and Suez shall provide, an alternative pricing and/or product proposal in lieu of the transaction contemplated by any Sales Confirmation then in effect under this Agreement. Such a proposal shall include any and all terms and conditions necessary to implement the proposal. Notwithstanding the foregoing, any proposals provided pursuant to this section shall not be binding on either of the Parties unless mutually agreed to in writing by each Party.

**SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.
- 2.2 **Taxes.** "Taxes" shall mean all ad valorem, property, occupation, utility, gross receipts, sales, use, excise and other taxes, governmental charges, emission allowance costs, licenses, permits and assessments, other than taxes based on net income or net worth related to the transaction(s) undertaken pursuant to this Agreement. Suez shall pay all Taxes with respect to its sale and delivery of electric energy to Customer up to and at the delivery point specified in the applicable Sales Confirmation. Customer shall pay all Taxes with respect to the purchase and receipt of electric energy from Suez at the delivery point specified in the applicable Sales Confirmation and after title associated with such electric energy transfers to Customer. Whenever applicable, Customer will indemnify Suez for all Taxes with respect to the purchase and receipt of electric energy whether imposed on Customer or Suez. Suez may collect such Taxes from Customer by increasing Suez charges for the amount of such Taxes. Customer and Suez will administer and implement this Agreement with the intent to minimize Taxes. Customer will provide all requested exemption certificates and information and until provided, Suez will not recognize any exemption. Suez will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Suez to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall make available within a reasonable period of time copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with GAAP; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party or such Guarantor diligently pursues the preparation, certification and delivery of the specified reports. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other Party with written notice requesting Performance Assurance in an amount determined by the requesting Party in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to the requesting Party. In the event that the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.
- 2.5 **Force Majeure.** "Force Majeure" shall mean an event that is beyond the reasonable control of the Claiming Party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences (so long as the Claiming Party has not applied for, assisted in, or failed to reasonably oppose such government action). Nothing contained herein shall be construed to require a Claiming Party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require Suez to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.
- 2.6 **Events of Default.** An "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (e) absent agreement to the contrary the failure of Customer to utilize Suez as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by Suez); or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.

- 2.7 Remedies upon Event of Default. (a) If an Event of Default described in Section 2.6(a), (b), (c), (d) or (e) above occurs under this Agreement with respect to a Defaulting Party, the Non-Defaulting Party shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("Early Termination Date") to liquidate and terminate any and all related transactions hereunder; (ii) to withhold any payments due to the Defaulting Party under this Agreement; and/or (iii) immediately suspend performance upon written notification to the Defaulting Party. Upon the occurrence of any Event of Default described in Section 2.6(f) as it may apply to any Party, this Agreement will automatically terminate, without notice, and without any other action by either Party as if an Early Termination Date had occurred on the day prior to the occurrence of the Event of Default described in Section 2.6(f). In the event the Non-Defaulting Party elects to terminate this Agreement, it shall calculate, in a commercially reasonable manner, a Settlement Amount for this Agreement effective as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such related transactions, if applicable, are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable). The Non-Defaulting Party shall aggregate all Settlement Amounts resulting from the termination of this Agreement into a single net amount (the "Termination Payment") payable by one Party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after receipt of such notice. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment. (b) Without limiting its rights under this Agreement, after an Event of Default, the Non-Defaulting Party may set off any or all amounts the Defaulting Party owes to it against any or all amounts it owes the Defaulting Party (whether under this Agreement or otherwise and whether or not then due), provided that any amount not then due that is included in such setoff shall be discounted to present value to take in account the period between the date of setoff and the date on which such amount would have otherwise been due. This Section 2.7(b) shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).
- 2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- 2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.
- 2.10 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to Suez throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, Suez and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services Suez provides or the activities Customer undertakes, pursuant to this Agreement. Suez acts solely as counter-party in all transactions with Customer under this or any other Agreement. Accordingly, Suez has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that Suez proposes to enter into with Customer.

- 2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement. Notwithstanding the foregoing, Customer agrees to permit Suez to utilize Customer's name as a customer solely for marketing and publicity purposes.
- 2.12 Modification of Agreement. Any alteration, deletion or addition to this Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment, modification or supplement shall be made to this Agreement by course of performance, course of dealing or usage of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.
- 2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent to assignment shall not be unreasonably withheld. Any successor or assignee of the rights of any Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. The assignment or transfer of any rights under this Agreement shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
- 2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any arithmetic or computational error within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute between the Parties about any bill, charge or service pursuant to this Agreement, each Party will thoroughly investigate the matter and promptly report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made. Each Party shall bear its own attorney fees as well as any other costs incurred in connection with any dispute between the Parties.
- 2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in application or interpretation thereof, and such change causes Suez to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, Suez shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of Suez's incremental costs resulting from such change. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate this Agreement to comply with such change, and if the Parties are unable to amend this Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of Suez.
- 2.16 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.
- 2.17 Governing Law. INCLUDING ANY COUNTERCLAIMS AND CROSS CLAIMS ASSERTED IN SUCH ACTION, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE FACILITY(IES) IS PHYSICALLY LOCATED ("GOVERNING STATE"), WITHOUT REGARD TO THE LAWS OF THE GOVERNING STATE REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its attorney fees, expenses and costs. Further, each Party shall be entitled to recover from the other Party all costs, including attorneys' fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable.
- 2.18 Entirety. This Agreement, any Appendix or Exhibits attached hereto and any Sales Confirmations executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties.
- 2.19 Non-Waiver. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature.
- 2.20 Severability. Any provision or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under this Agreement.

- 2.21 **Survival.** All confidentiality and indemnity rights will survive the termination of this Agreement. All obligations provided in this Agreement will remain in effect for the purpose of complying herewith.
- 2.22 **Counterparts.** This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument.
- 2.23 **Remedies Cumulative.** Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement.
- 2.24 **Recording.** Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.
- 2.25 **Forward Contract.** The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

### **SECTION 3. DEFINITIONS**

- "Bankrupt"** means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
- "Billing Cycle"** means, for each account, the period between successive invoices rendered by either Suez or the applicable utility during the applicable Term.
- "Business Day"** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.
- "Claiming Party"** means the Party claiming an event of Force Majeure.
- "Contract Price"** means the price in U.S. dollars as specified in an applicable Sales Confirmation.
- "Costs"** means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party entering into new arrangements that replace a terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a transaction.
- "Firm Full Requirements Service"** means that either Party shall be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.
- "Gains"** means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs) resulting from the termination of a transaction, determined in a commercially reasonable manner.
- "Governmental Authority"** means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.
- "Guarantor"** means with respect to a Party, an entity providing a guaranty of payment in favor of the other Party in a form mutually agreed to by the Parties.
- "Insolvent"** means with respect to any Party, when such Party shall be unable to pay liabilities as they mature or such entity shall admit in writing its inability to pay its debts generally as they become due.
- "Interest Rate"** means, for any date, the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by applicable law.
- "ISO"** means an Independent System Operator to be specified on a Sales Confirmation.
- "Losses"** means with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of a transaction in a commercially reasonable manner.
- "Material Adverse Change"** shall mean that Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.
- "Performance Assurance"** means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.
- "Settlement Amount"** means, with respect to a transaction and the Non-Defaulting Party, the Losses and Costs (or Gains), expressed in U.S. Dollars, that such Party incurs as a result of the liquidation, including, but not limited to, Losses and Costs (or Gains) based upon the then current replacement value of the transaction together with, at the Non-Defaulting Party's option, but without duplication, all Losses and Costs that such Party incurs as a result of maintaining, terminating, obtaining or re-establishing any hedge or related trading positions pursuant to this Agreement.
- "Utility Related Charges"** is defined in the applicable Sales Confirmation.
- "Utility Transfer Date"** means the time and date on which the applicable utility has completed the process necessary to permit Suez to commence or discontinue providing the services hereunder. The process may include, as necessary and without

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limitation, recognizing Suez as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

**SECTION 4. NOTICES**

	<b>BUSINESS NAME CONTACT NAME</b>	<b>BILLING CONTACT</b>	<b>GDF SUEZ Energy Resources NA, Inc. CONTACT</b>	<b>CUSTOMER PAYMENTS</b>
<b>NAME: ATTN:</b>	Jeannie Keeney	Jeannie Keeney	GDF SUEZ Energy Resources NA, Inc. Attn: GSERNA Retail	Please wire payments for Mellon Bank
<b>STREET ADDRESS:</b>	300 W 3RD AVE STE 10	300 W 3RD AVE STE 10	1990 Post Oak Blvd,	Account Title: GDF SUEZ Energy Resources NA, Inc.
<b>CITY, STATE, ZIP:</b>	CORBICANA, TX, 75110	CORBICANA, TX, 75110	Houston, TX 77058	Account Number: 8-086-282
<b>PHONE #:</b>	9036643095	9036643095	1-888-644-1014	ABA Number: 031000037
<b>FAX #:</b>	9036643025	9036643025	(713) 636-0927	For payment by check, please send to:
<b>EMAIL:</b>	jkeeney@navarrocounty.org	jkeeney@navarrocounty.org	GSERNAcontact@gdfsuena.com	GDF SUEZ Energy Resources NA, Inc. P.O. Box 25237 Lehigh Valley, PA 18002-5237

<b>CUSTOMER INFORMATION</b>	<b>SUEZ INFORMATION</b>
<b>DUNS NO #:</b>	<b>DUNS NO #:</b> 099668332
<b>FEDERAL TAX ID #:</b>	<b>FEDERAL TAX ID #:</b> 76-0665946

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
<b>Customer: NAVARRO COUNTY</b>	<b>GDF SUEZ Energy Resources NA, Inc.</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b> H.M. DAVENPORT, Jr.	<b>Print Name:</b> CRAIG SUTTER
<b>Print Title:</b> NAVARRO CO. Judge	<b>Print Title:</b> SR. VICE PRESIDENT
<b>Date:</b> 8-11-10	<b>Date:</b> 8/17/10

ORIGINAL



**SALES CONFIRMATION**  
**Texas**  
**Fixed Price RTC**

This Sales Confirmation is entered into this 11 day of August, 2010 ("Confirmation Effective Date"), by and between GDF SUEZ Energy Resources NA, Inc. ("Suez") and Navarro County ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated August 11, 2010 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

**Transaction Term:** This Sales Confirmation shall be effective on the Confirmation Effective Date and the service contemplated herein shall commence on the Utility Transfer Date immediately following the Start Date as specified for each facility in Attachment A, Exhibit 1. This Sales Confirmation shall remain in effect through the Utility Transfer Date immediately following the End Date as specified for each facility in Attachment A, Exhibit 1, but in no event later than the end of the Billing Cycle including such date, unless earlier terminated pursuant to the Master Agreement or this Sales Confirmation, provided such termination shall not affect or excuse performance under any provision surviving such termination. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date following the End Date (the "Post-Term Period") include i) executing an agreement with Suez for new terms and conditions of service, or ii) transferring the accounts to another competitive supplier. In the event Customer does not exercise one of the options above prior to the End Date, service by Suez may continue hereunder following the End Date until the next available Utility Transfer Date following Customer's exercise of one of the above options or Suez may disconnect service pursuant to the Substantive Rules of the Public Utility Commission of Texas. For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay Suez an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice.

**Contract Price:** Customer shall pay Suez the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Congestion, Transmission) this Contract Price may include, if applicable, an Intermediary Fee, and includes all non-utility charges including energy, ancillary services, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to Facilities/Accounts identified in Attachment A), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

**Nodal Market Transition Charge Not Included:** Customer's Contract Price does not include the Nodal Market Transition Charge and Customer agrees that a Nodal Market Transition Charge, once applicable, shall be passed through as an adjustment to Customer's Contract Price, and that the Nodal Market Transition Charge may result in a credit or additional charge to Customer's Contract Price.

**Material Change in Monthly Anticipated Consumption:** In the event Customer's consumption of electricity at the Facilities/Accounts identified in Attachment A in a particular congestion zone increases or decreases in any month by twenty-five (25%) percent or more from the applicable Monthly Anticipated Consumption, Suez may invoke in any subsequent month (and if invoked, then for every month thereafter) a settlement of such usage outside the 25% threshold, through (i) a charge to Customer for usage in excess of 25% above the Monthly Anticipated Consumption at an amount equal to the product of the excess energy consumption and the positive difference, if any, between the Spot Energy Price and the Contract Price; provided, however, that if the Spot Energy Price is less than the Contract Price, Suez will credit Customer with the product of the excess energy consumption and the difference between the Contract Price and the Spot Energy Price, or (ii) a charge to Customer for

consumption less than 25% below the applicable Monthly Anticipated Consumption, at an amount equal to product of the energy consumption shortage and the positive difference, if any, between the Contract Price and the Spot Energy Price; provided, however, if the Spot Energy Price is greater than the Contract Price, Suez will credit Customer with the product of the energy consumption shortage and the positive difference between the Spot Energy Price and the Contract Price. Customer also shall pay Suez the sum of any and all fees assessed by the ISO or any applicable utility as a result of the excess or shortage in energy consumption outside the 25% threshold. The volumetric and financial impact of an addition to or deletion from the Facilities/Accounts identified in the Attachment A is not governed by this provision.

**Governing Law:** INCLUDING ANY COUNTERCLAIMS AND CROSS CLAIMS ASSERTED IN SUCH ACTION, THIS SALES CONFIRMATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE FACILITY(IES) IS PHYSICALLY LOCATED ("GOVERNING STATE"), WITHOUT REGARD TO THE LAWS OF THE GOVERNING STATE REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE.

**Facilities, Accounts and Quantities:** See Attachment A.

**Miscellaneous:**

Charges related to the transition to the nodal market in ERCOT, unless expressly identified herein as being already included in Customer's Contract Price, shall commence when ERCOT officially transitions to nodal operations.

**Repair Services Authorization.** In the event Customer requires repair services to be performed on the electric transmission, distribution and/or metering equipment located at Customer's facility(ies), Suez hereby authorizes Customer to contact the local transmission and distribution service provider servicing the geographic region where such facility(ies) are physically located to perform such reasonable repair services. Provided, however, Suez shall invoice Customer, pursuant to Section 1.4 of the Master Agreement, for the actual costs billed to Suez by the transmission and distribution service provider for the performance of such repair services.

**Regulation Waiver.** To the extent permitted by law, Customer hereby waives the Customer Protection Rules as specified in the Public Utility Commission of Texas Substantive Rules Section 25.471 et seq.

**Payment Terms:** Thirty (30) days.

**IDR Meter Authorization:** Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to Suez in order to allow Suez to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, Suez or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

**NO ON-SITE CUSTOMER GENERATION:** The Contract Price and product set forth herein are conditioned on Customer's warranty to Suez that, as to the facility(ies) listed on Attachment A, it does not (i) own or operate on-site generation (except for emergency back-up generation used when Customer's local utility is not capable of delivering electricity), or thermal storage capabilities, and (ii) that it is not aware of any planned events or practices that will significantly impact the level and/or distribution of future load. Suez may make a written request for information during the term of this transaction related to any material load shift or reduction observed in comparison to the monthly consumption set forth herein. Customer shall respond to such request within ten (10) Business Days.

**Independent System Operator (ISO)** means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

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"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Intermediary Fee" means an incremental fee or charge Customer pays for using a third party in the selection of Suez as its retail electric energy supplier.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. Suez may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

"Nodal Market Transition Charge" shall be the amount equal to the difference between the real time market settlement price for the Pricing Point and the Delivery Point, as published by the ERCOT ISO once the PUCT-mandated transition from a zonal market to a nodal market is implemented. This charge or credit shall be adjusted by the NMTC Loss Multiplier for the applicable utility and rate classification.

The Loss Multiplier identified on Attachment A applies only to the basis calculation beginning with the implementation of the PUCT-mandated nodal market in ERCOT, unless Customer has purchased a losses pass through product indicated by the inclusion of a Loss Multiplier provision in this Sales Confirmation.

"Reliability Unit Commitment "or "RUC" shall mean Reliability Unit Commitment charges applicable to and associated with serving load, as defined by the ERCOT Nodal Protocols, which include Capacity Shortfall Charges, Make Whole Uplift Charge, Clawback Payment, and Decommittment Charge.

"Pricing Point" shall mean the Hub location established by the ERCOT ISO that resides within the load zone(s) associated with Customer's Delivery Point(s), unless specifically identified in Attachment A.

**Billing Contact Information:** All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: NAVARRO COUNTY	GDF SUEZ Energy Resources NA, Inc (Suez)
Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
Print Name: H. M. DAVENPORT, Jr.	Print Name: CRAIG SUTTER
Print Title: NAVARRO Co. Judge	Print Title: SR. VICE PRESIDENT
Date: 8-11-10	Date: 08/17/10
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to GDF Suez.	

ORIGINAL

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	GDF Suez Energy Resources NA, Inc. CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Jeannie Keeney	Jeannie Keeney	GDF SUEZ Energy Resources NA, Inc. Attn: GSERNA Retail	<u>Wire payments to:</u> Mellon Bank
STREET ADDRESS:	300 W 3RD AVE STE 10	300 W 3RD AVE STE 10	1990 Post Oak Blvd.	<u>Account Title:</u> GDF SUEZ Energy Resources NA, Inc.
CITY, STATE, ZIP:	CORSICANA, TX, 75110	CORSICANA, TX, 75110	Houston, TX 77056	<u>Account No.</u> 8-086-282
PHONE #:	9036543095	9036543095	1-888-644-1014	
FAX #:	9036543025	9036543025	(713) 636-0927	<u>For payment by check, please send to:</u>
EMAIL:	jkeeney@navarrocounty.org	jkeeney@navarrocounty.org	GSERNAcontract@gdfsuezna.com	GDF SUEZ Energy Resources NA P.O. Box 25237 Lehigh Valley, PA 18002-5237

\*Required Information