

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 22ND DAY OF NOVEMBER, 2010 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-PHIL KREJCI WHAT CHANGES WERE BEING  
MADE TO ORDINANCE AMENDMENT, BUDDY GREEN-ORDINANCE  
AMENDMENT PROCEDURE, WALT STODDARD-ORDINANCE  
AMENDMENT

**CONSENT AGENDA**

- MOTION TO APPROVE CONSENT AGENDA 5-7 BY HERRINGTON  
SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETINGS OF  
NOVEMBER 8<sup>TH</sup>, 2010 AND NOVEMBER 15, 2010.
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE  
COUNTY AUDITOR
7. MOTION TO APPROVE MINUTES OF THE OCTOBER 7<sup>TH</sup>, 2010  
PLANNING AND DEVELOPMENT MEETING **TO WIT PG 681**

**REGULAR AGENDA**

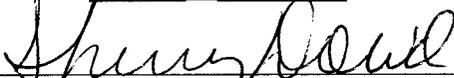
8. MOTION TO APPROVE ORDINANCE AMENDMENT 020803 REGULAR  
NOTICES TO PROPERTY OWNERS BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 682-684**

9. MOTION TO APPROVE CHANGING COMMISSIONERS COURT DATES FROM DECEMBER 13, 2010 TO DECEMBER 6, 2010 AND DECEMBER 27, 2010 TO DECEMBER 20.2010 DUE TO CHRISTMAS HOLIDAYS BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE COUNTY TREASURER'S REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF OCTOBER, 2010 BY OLSEN SEC BY WARREN **TO WIT PG 685**  
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE OF BUDGET APPROVAL REQUEST FOR OFFICE SUPPLIES FOR THE TREASURER'S OFFICE FOR A TOTAL OF \$130.00 (COURT APPROVAL REQUIRED BY LGC 130.908 BECAUSE EXPENDITURE EXCEEDS 1/12 OF LINE ITEM BUDGET) BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE OF COUNTY AUDITOR'S OCTOBER 2010 MONTHLY FINANCIAL REPORT PURSUANT LGC SEC. 114.024 BY OLSEN SEC BY WARREN **TO WIT PG 686-688**  
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE AUDIT AND APPROVING FY 2010 CHAPTER 59 ASSET FORFIETURE REPORT FOR NAVARRO COUNTY SHERIFF'S OFFICE BY HOLT SEC BY WARREN **TO WIT PG 689-695**  
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE AUDIT AND APPROVING FY 2010 CHAPTER 59 ASSET FORFEITURE REPORT FOR NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 696-706**
15. MOTION TO APPROVE PURCHASE OF CAM SPRAYER NEEDED FOR ROAD REPAIR PROJECT IN PRECINCT 2 (COURT APPROVAL REQUIRED BY LGC 130.908 BECAUSE EXPENDITURES EXCEEDS 1/12 OF LINE ITEM BUDGET) BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM PCT.2 COMMISSIONER TO MOVE \$7,000 FROM 212-612-377 (BRIDGE MATERIAL) TO 212-612-575 (MACHINERY & EQUIPMENT) TO PURCHASE CAM SPRAYER BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

17. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM COUNTY JUDGE TO MOVE \$1,000 FROM 101-425-428 (TRAVEL/CONFERENCE/TRAINING) TO 101-425-320 (OPERATING EQUIPMENT) TO PURCHASE A NEW COMPUTER FOR COUNTY COURT COORDINATOR BY JUDGE DAVENPORT SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
  
18. MOTION TO APPROVE REVISED CONTRACT WITH SUDDENLINK FOR HIDTA TELEPHONE SERVICE IN TYLER, TX OFFICE BY HERRINGTON SEC BY WARREN  
**TO WIT PG 707-709**  
ALL VOTED AYE MOTION CARRIED
  
19. 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 NOVEMBER 22ND, 2010.

SIGNED, 22 DAY OF NOVEMBER 2010.

  
SHERRY DOWD, COUNTY CLERK



PLANNING AND ZONING COMMISSION MINUTES

October 7th, 2010

5:00 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the August 5, 2010 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner McGuire, all voted aye.

Item #3 on the agenda was consideration of a replat of lots 1,2,3,4,20 & 21 of Rustling Oaks Phase I by Blas Sauseda. Motion to approve by Commissioner Spae, second by Commissioner Irvine, all voted aye.

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 the continuation of the property owners' presentation. After four (4) hours the hearing was then recessed and will be continued at a future date.

Item #5 on the agenda was consideration of a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. The discussion will be opened at a future date.

Adjourn.

ORDINANCE NO. 2010-09

AN ORDINANCE OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, AMENDING SECTION 1D OF ARTICLE XIX OF THE RICHLAND CHAMBERS LAKESHORE AREA ZONING ORDINANCE TO CLARIFY A REFERENCE TO THE PROCEDURES GOVERNING APPLICATIONS FOR SPECIFIC USE PERMITS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, pursuant to the exercise of their local authority granted by the Texas Local Government Code (the "Code"), Chapter 231, Subchapter E, the voters of Navarro County have elected to permit the exercise of zoning authority within the Richland Chambers Lakeshore Area for the purpose of protecting public health, safety, welfare and morals; and,

WHEREAS, pursuant to such authority the Commissioners Court of Navarro County, Texas, has adopted the Lakeshore Area Zoning Ordinance of the County of Navarro, Texas, as amended; and,

WHEREAS, the Planning & Zoning Commissioners and County Commissioners of Navarro County have determined that it is necessary and appropriate to amend Section 1D of Article XIX of the Lakeshore Area Zoning Ordinance, governing applications for special exemptions for oil or gas wells subject to Statewide Rule 36, to clarify a reference to the procedures governing specific use permits.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:

**SECTION 1.**

That Article XIX, Section 1D, of the Richland Chambers Lakeshore Area Zoning Ordinance is hereby amended to read as follows:

"Section 1D. Public Hearing and Notice.

A. The Planning and Zoning Commission and the Commissioners Court shall each conduct a single public hearing on a proposal for Special Exception.

B. Written notice of public hearings on a proposal for Special Exception shall be required in the same manner as provided by Article XIII of the Richland Chambers Lakeshore Area Zoning Ordinance, as amended, governing the application for a Specific Use Permit."

**SECTION 2.  
SEVERABILITY CLAUSE**

If any provision, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the County in adopting this ordinance that no portion hereof or provision shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this ordinance are declared to be severable.

**SECTION 3.  
CUMULATIVE CLAUSE**

This Ordinance shall be cumulative of all provisions of all ordinances of the County except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

This ordinance shall be effective on Nov. 22, 2010,  
following its passage.

PASSED, APPROVED AND ADOPTED THIS 22 day of Nov. 2010.

[Signature]  
H. M. Davenport, County Judge

[Signature]  
Kit Herrington, Commissioner Precinct 1

[Signature]  
Faith Holt, Commissioner Precinct 2

[Signature]  
David (Butch) Warren, Commissioner Precinct 3

[Signature]  
James Olsen, Commissioner Precinct 4

ATTEST:

[Signature]  
Sherry Dowd, County Clerk



KP

685

AFFIDAVIT SUBMITTED BY  
RUBY COKER  
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

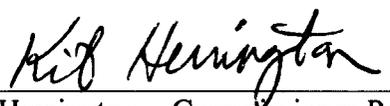
Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable David Warren,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

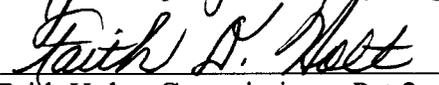
I, Ruby Coker, the Navarro County Treasurer, on this 22nd day of November, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October 31, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,545,523.29. Also, other assets totaling \$5,186,186.69 are being held by the Treasurer's office. The total interest for all accounts for the month of October, 2010 was \$2,880.96. The total disbursements for the month of October, 2010 were \$2,728,671.82. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

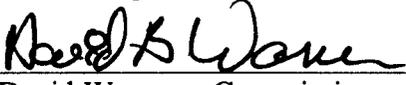
With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 22nd day of November, 2010.

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

  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

  
\_\_\_\_\_  
Faith Holt - Commissioner Pct 2

  
\_\_\_\_\_  
David Warren - Commissioner Pct 3

  
\_\_\_\_\_  
James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 22nd day of November, 2010 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

  
\_\_\_\_\_  
Sherry Dowd - Navarro County Clerk



#12

686

Navarro County  
 October  
 2011 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	12,561,014.00	0.00	0.00
Other	4,674,999.00	21,750.22	21,750.22
<b>Total</b>	<b>17,236,013.00</b>	<b>21,750.22</b>	<b>21,750.22</b>
<b>Expenditures</b>			
Commissioner's Court	80,160.00	6,924.38	6,924.38
Planning & Dev.	320,293.00	19,546.66	19,546.66
County Clerk	560,176.00	42,587.66	42,587.66
District Clerk	396,113.92	31,230.84	31,230.84
Veterans' Service	20,042.00	1,678.85	1,678.85
Non Departmental	1,935,026.00	59,682.99	59,682.99
Information Systems	90,038.00	18,134.76	18,134.76
HAVA	0.00	986.28	986.28
Elections	173,283.00	16,795.17	16,795.17
Courthouse	906,827.00	28,707.15	28,707.15
Extension	204,565.00	15,243.40	15,243.40
Historical Commission	5,500.00	0.00	0.00
County Judge	250,364.00	19,479.71	19,479.71
District Court	708,781.00	39,819.06	39,819.06
JP Pct 1	170,321.00	20,167.95	20,167.95
JP Pct 2	168,155.00	20,176.34	20,176.34
JP Pct 3	161,729.00	14,246.84	14,246.84
JP Pct 4	217,974.00	24,014.51	24,014.51
District Attorney	818,453.00	56,349.96	56,349.96
Law Library	5,402.00	116.74	116.74
County Auditor	445,980.00	50,343.48	50,343.48
County Treasurer	135,823.80	16,351.49	16,351.49
Tax Assessor/Collector	492,865.32	37,462.57	37,462.57
County Jail	4,919,028.00	348,835.93	348,835.93
Constable Pct 1	38,147.75	2,152.03	2,152.03
Constable Pct 2	32,006.00	1,926.63	1,926.63
Constable Pct 3	10,903.00	901.41	901.41
Constable Pct 4	36,116.00	2,430.62	2,430.62
Sheriff	3,052,625.32	210,589.02	210,589.02
Sheriff Communications	689,540.00	51,607.18	51,607.18
Highway Patrol	82,114.00	6,387.65	6,387.65
License & Weights	3,400.00	70.00	70.00
Emergency Mgt	53,600.00	5,216.14	5,216.14
CSCD	12,475.00	0.00	0.00
Juvenile Expenditures	108,937.00	4,625.96	4,625.96
Indigent Health	636,467.00	74,513.07	74,513.07
<b>Total</b>	<b>17,943,231.11</b>	<b>1,249,302.43</b>	<b>1,249,302.43</b>
<b>General Net</b>	<b>(707,218.11)</b>	<b>(1,227,552.21)</b>	<b>(1,227,552.21)</b>

687

Navarro County  
October  
2011 Financial Report  
by Fund

	Budget	Current Month	YTD
<b>Flood Control</b>			
<b>Revenues</b>			
Property Taxes	235,779.00	0.00	0.00
Other	2,000.00	0.00	0.00
Total	237,779.00	0.00	0.00
<b>Expenditures</b>	400,000.00	7,213.98	7,213.98
<b>Flood Control Net</b>	<b>(162,221.00)</b>	<b>(7,213.98)</b>	<b>(7,213.98)</b>
<b>Debt Service</b>			
<b>Revenues</b>			
Property Taxes	467,542.00	0.00	0.00
Other	500.00	0.00	0.00
Total	468,042.00	0.00	0.00
<b>Expenditures</b>	533,030.00	0.00	0.00
<b>Debt Svc. Net</b>	<b>(64,988.00)</b>	<b>0.00</b>	<b>0.00</b>
<b>Road &amp; Bridge Pct. 1</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	35.00	35.00
Total	1,065,307.00	10,494.95	10,494.95
<b>Expenditures</b>			
Personnel	449,795.00	32,856.49	32,856.49
Supplies	414,000.00	5,550.64	5,550.64
Other Svcs & Charges	105,300.00	2,591.96	2,591.96
Capital Outlay	95,192.00	7,698.60	7,698.60
Total	1,064,287.00	48,697.69	48,697.69
<b>R &amp; B #1 Net</b>	<b>1,020.00</b>	<b>(38,202.74)</b>	<b>(38,202.74)</b>
<b>Road &amp; Bridge Pct. 2</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	0.00	0.00
Total	1,065,307.00	10,459.95	10,459.95
<b>Expenditures</b>			
Personnel	529,653.00	41,074.33	41,074.33
Supplies	365,000.00	6,878.25	6,878.25
Other Svcs & Charges	404,100.00	867.82	867.82
Capital Outlay	66,608.00	5,550.65	5,550.65
Total	1,365,361.00	54,371.05	54,371.05
<b>R &amp; B #2 Net</b>	<b>(300,054.00)</b>	<b>(43,911.10)</b>	<b>(43,911.10)</b>

688

Navarro County  
 October  
 2011 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>Road &amp; Bridge Pct. 3</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	0.00	0.00
Total	1,065,307.00	10,459.95	10,459.95
<b>Expenditures</b>			
Personnel	509,743.00	43,438.63	43,438.63
Supplies	474,000.00	4,373.24	4,373.24
Other Svcs & Charges	114,163.00	3,072.10	3,072.10
Capital Outlay	41,353.00	3,426.15	3,426.15
Total	1,139,259.00	54,310.12	54,310.12
<b>R &amp; B #3 Net</b>	<b>(73,952.00)</b>	<b>(43,850.17)</b>	<b>(43,850.17)</b>
<b>Road &amp; Bridge Pct. 4</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	0.00	0.00
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	750.00	0.00	0.00
Total	1,065,057.00	0.00	0.00
<b>Expenditures</b>			
Personnel	488,905.00	37,737.08	37,737.08
Supplies	550,000.00	7,486.91	7,486.91
Other Svcs & Charges	102,750.00	2,414.08	2,414.08
Capital Outlay	54,468.00	1,622.32	1,622.32
Total	1,196,123.00	49,260.39	49,260.39
<b>R &amp; B # 4 Net</b>	<b>(131,066.00)</b>	<b>(49,260.39)</b>	<b>(49,260.39)</b>

#13

689

FY 2010  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Name: NAVARRO COUNTY SHERIFF Reporting Period: (local fiscal year) 10/1/2009-9/30/2010

Agency Mailing Address: 300 W. THIRD AVE., STE 10 example: 01/01/10 to 12/31/10,  
CORSICANA, TEXAS 75110 09/01/09 to 08/31/10 etc.

Phone Number: 903-654-3095

County: NAVARRO COUNTY

Email Address: khollomon@navarrocounty.org This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....  
**Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account. \$ 0.00

B) Seizures During Reporting Period:  
**Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... \$ 0.00

2) Amount seized and transferred to the District Attorney pending forfeiture..... \$ 2,153.00

C) Amount Returned to Defendants/Respondents (If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary)..... \$ 0.00

D) Ending Balance .....  
**Instructions:** Add lines A and B(1), subtract line C, put total in line D. \$ 2,153.00

II. FORFEITED FUNDS

A) Beginning Balance.....  
**Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency. \$ 143,903.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period.....  
**Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. \$ 38,104.00

C)	Interest Earned on Forfeited Funds During Reporting Period .....	\$ 314.00
	<b>Instructions:</b> Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	
D)	Proceeds Received by Your Agency From Sale of Forfeited Property.....	\$ 0.00
	<b>Instructions:</b> Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.	
E)	Total Expenditures of Forfeited Funds During Reporting Period .....	\$ 22,469.00
	<b>Instructions:</b> From Total on Section VI.	
F)	Ending Balance.....	\$ 159,538.00
	<b>Instructions:</b> Add lines A through D, subtract line E, place total in line F.	

**III. OTHER PROPERTY**

**Instructions:** List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	1			1
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: _____				
Other Property -Description: _____				
Other Property -Description: _____				

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount).....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount) .....
- E) Other (the number of items, not a currency amount) .....

**V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount).....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms ( the number of firearms, not a currency amount) .....
- E) Other (the number of items, not a currency amount) .....

**VI. EXPENDITURES**

**Instructions:** This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

- A) Total Salaries Paid out of Chapter 59 Funds..... \$
- 1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)..... \$
- 2. Salary Budgeted Solely From Forfeited Funds..... \$
- 3. Number of employees Paid Using Forfeiture Funds .....
- B) Total Overtime Paid out of Chapter 59 Funds ..... \$
- 1. For employees Budgeted by Governing Body..... \$
- 2. For Employees Budgeted Solely out of Forfeiture Funds..... \$
- 3. Number of employees Paid Using Forfeiture Funds.....
- C) Total Equipment Paid for with Chapter 59 Funds..... \$ 11,014.00
- 1. Vehicles..... \$
- 2. Computers..... \$
- 3. Firearms, Vests, Personal Equipment..... \$ 5,577.00

4.	Furniture.....	\$
5.	Software.....	\$
6.	Maintenance Costs.....	\$ 4,645.00
7.	Uniforms.....	\$ 792.00
8.	K9 Related Costs.....	\$
9.	Other (Provide Detail on Additional Sheet).....	\$
D)	Total Supplies Paid Out of Chapter 59 Funds.....	\$ 9,455.00
1.	Office Supplies.....	\$
2.	Cellular Air Time.....	\$ 9,455.43
3.	Internet.....	\$
4.	Other (Provide Detail on Additional Sheet).....	\$
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$
1.	In State Travel	
	a) Hotel.....	\$
	b) Air Fare.....	\$
	c) Meals (including per diem).....	\$
	d) Car Rental.....	\$
2.	Out of State Travel	
	a) Hotel.....	\$
	b) Air Fare.....	\$
	c) Meals (including per diem).....	\$
	d) Car Rental.....	\$
3.	Fuel.....	\$
4.	Parking.....	\$
5.	Other (Provide Detail on Additional Sheet).....	\$
F)	Total Training Paid Out of Chapter 59 Funds.....	\$
1.	Fees (Conferences, Seminars).....	\$
2.	Materials (Books, CDs, Videos, etc.).....	\$
3.	Other (Provide Detail on Additional Sheet).....	\$
G)	Total Investigative Costs Paid Out of Chapter 59 Funds.....	\$ 2,000.00
1.	Informant Costs.....	\$
2.	Buy Money.....	\$ 2,000.00
3.	Lab Expenses.....	\$
4.	Other (Provide Detail on Additional Sheet).....	\$

H)	Total Prevention / Treatment Programs/ Financial Assistance (pursuant to Articles 59.06 (h), (l), (j), (n)).....	\$ _____
I)	Total Facility Costs Paid Out of Chapter 59 Funds.....	\$ _____
	1. Building Purchase.....	\$ _____
	2. Lease Payments.....	\$ _____
	3. Remodeling.....	\$ _____
	4. Maintenance Costs.....	\$ _____
	5. Utilities.....	\$ _____
	6. Other (Provide Detail on Additional Sheet).....	\$ _____
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds.....	\$ _____
	1. Court Costs.....	\$ _____
	2. Filing Fees.....	\$ _____
	3. Insurance.....	\$ _____
	4. Witness Fees.....	\$ _____
	5. Audit Costs and Fees.....	\$ _____
	6. Other (Provide Detail on Additional Sheet).....	\$ _____
K)	Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report).....	\$ _____
L)	TOTAL EXPENDITURES.....	\$ <u>22,469.00</u>

**NOTE: BOTH CERTIFICATIONS NEED TO BE COMPLETED, unless your agency is not governed by a Commissioner's Court or City Council. Then only the Agency Head Certification needs to be completed.**

**CERTIFICATION**

COUNTY JUDGE or MAYOR  
(Printed Name):

H.M. DAYENPORT, JR., NAVARRO COUNTY JUDGE

SIGNATURE:

*[Handwritten Signature]*

DATE:

NOVEMBER 22, 2010

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov., 2010.



*[Handwritten Signature]*  
Notary Public in and for the State of Texas  
clerk of the court

**CERTIFICATION**

AGENCY HEAD (Printed Name):

LESLIE COTTEN, NAVARRO COUNTY SHERIFF

SIGNATURE:

*Leslie Cotten*

DATE:

NOVEMBER 22, 2010

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov, 20 10.

*Sherry Dowd*

~~Notary Public in and for the State of Texas~~  
*Clerk of the Court*

**RETURN COMPLETED FORM TO:**

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_  
DATE OF SEIZURE: \_\_\_\_\_  
PROPERTY SEIZED: \_\_\_\_\_  
DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_  
AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_  
REASON RETURNED: \_\_\_\_\_

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_  
DATE OF SEIZURE: \_\_\_\_\_  
PROPERTY SEIZED: \_\_\_\_\_  
DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_  
AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_  
REASON RETURNED: \_\_\_\_\_

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_  
DATE OF SEIZURE: \_\_\_\_\_  
PROPERTY SEIZED: \_\_\_\_\_  
DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_  
AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_  
REASON RETURNED: \_\_\_\_\_

#14

696

FY 2010 Chapter 59 Asset Forfeiture Report  
by Attorney Representing the State  
(Multi-County Jurisdiction)

Agency Name: NAVARRO COUNTY DISTRICT ATTORNEY Reporting Period: 10/1/2009 - 9/30/2010  
(example: 9/1/09- 08/31/10)  
Agency Mailing Address: 300 W. THIRD AVE., STE. 10  
CORSICANA, TEXAS 75110  
County: NAVARRO (If multi-county district, list all counties within jurisdiction)  
Phone number: 903-654-3095  
Email Address khollomon@navarrocounty.org (This should be a permanent agency email address)

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS

- A) Beginning Balance .....  
**Instructions:** Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g. a police department's account.  
\$ 115,914.00
- B) Seizures During Reporting Period:  
1) Amount Seized By Employees of Your Agency.....  
**Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.  
\$ 0.00  
2) Amount Seized by Other Agencies .....  
**Instructions:** Include only amounts seized by other agencies in your jurisdiction and which have been transferred to your office for custody pending forfeiture.  
\$ 59,874.00
- C) Forfeiture Petitions Filed For All Agencies You Represent .....  
**Instructions:** Enter the total amount of seized funds for which forfeiture petitions were filed during the reporting period. Do not include amounts seized if a petition has not been filed. Note: this may include all or part of the funds listed in B above due to the 30 day limitations period on filing petitions. (This should be a currency amount, for example \$1,000).  
\$ 59,874.00
- D) Forfeitures Pending For All Agencies You Represent .....  
**Instructions:** Enter the total amount of seized funds at the end of the reporting period where a forfeiture petition has been filed but no final judgment has been entered. Include amounts subject to petitions filed in prior reporting periods. (This should be a currency amount, for example \$1,000).  
\$ 3,769.00
- E) Interest Earned on Seized Funds During Reporting Period .....  
**Instructions:** Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.  
\$ 0.00
- F) Amount Returned To Defendants .....  
**Instructions:** If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.  
\$ 7,584.00

G) Ending Balance.....  
**Instructions:** Add lines A, B(1), B(2) and E, subtract line F, place total in line G. \$ 168,204.00

**II. FORFEITED FUNDS**

A) Beginning Balance.....  
**Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. Do not include funds that have been forfeited but have not yet been received by your agency. \$ 74,851.00

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement.....  
**Instructions:** Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment. \$ 164,435.00

1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement.....  
**Instructions:** Do not include amounts forfeited but not yet transferred to these agencies. Include interest that has been forfeited as part of the judgment. \$ 113,214.00

2) Amount Forfeited and Received by Your Agency.....  
**Instructions:** Do not include amounts forfeited but not yet received by your agency. Do not include amounts awarded to other agencies. Include interest that was forfeited as part of the judgment. \$ 51,221.00

C) Interest Earned on Forfeited Funds During Reporting Period.....  
**Instructions:** Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest amounts that were reported in line B2 above. Do not include interest earned if funds are on deposit in an account that does not belong to your agency. \$ 328.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....  
**Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary. \$ 0.00

E) Total Expenditures of Forfeited Funds During Reporting Period.....  
**Instructions:** From Total on Section VI. \$ 11,825.00

F) Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59.06 (a)).....  
\$ 0.00

G) Ending Balance.....  
**Instructions:** Add lines A, B(2), C and D, subtract lines E and F, place total in line G \$ 114,575.00

**III. OTHER PROPERTY**

**Instructions:** List the number of cases filed, pending, or disposed for the following categories. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold list under "Proceeds Received by Your Agency from Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Pending for all agencies at beginning of reporting period:					
Seized by your agency during reporting period:					
New petitions filed for all agencies during reporting period:					
Forfeited to your agency during reporting period:					
Put into service by your agency during reporting period:					
Pending for all agencies at end of reporting period:					

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount).....
- E) Other (the number of items not a currency amount).....

**V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....

- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount).....
- E) Other (the number of items not a currency amount).....

**VI. EXPENDITURES**

**Instructions:** This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other Category.

A)	Total Salaries Paid out of Chapter 59 Funds.....	\$
1.	Increase of Salary, Expense, or Allowance for Employees (Salary Supplements).....	\$
2.	Salary Budgeted Solely From Forfeited Funds.....	\$
3.	Number of employees Paid Using Forfeiture Funds.....	
B)	Total Overtime Paid out of Chapter 59 Funds.....	\$
1.	For employees Budgeted by Governing Body.....	\$
2.	For Employees Budgeted Solely out of Forfeiture Funds.....	\$
3.	Number of employees Paid Using Forfeiture Funds.....	
C)	Total Equipment Paid for with Chapter 59 Funds.....	\$ 7,113.00
1.	Vehicles.....	\$
2.	Computers.....	\$ 6,548.00
3.	Firearms, Vests, Personal Equipment.....	\$ 565.00
4.	Furniture.....	\$
5.	Software.....	\$
6.	Maintenance Costs.....	\$
7.	Uniforms.....	\$
8.	K9 Related Costs.....	\$
9.	Other (Provide Detail on Additional Sheet).....	\$
D)	Total Supplies Paid Out of Chapter 59 Funds.....	\$
1.	Office Supplies.....	\$
2.	Cellular Air Time.....	\$
3.	Internet.....	\$
4.	Other (Provide Detail on Additional Sheet).....	\$
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$ 697.00
1.	In State Travel.....	\$

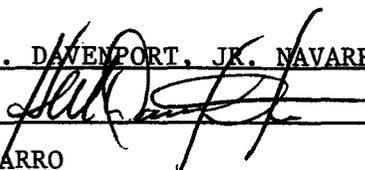
	a) Hotel .....	\$	454.00
	b) Air Fare .....	\$	
	c) Meals (including per diem) .....	\$	243.00
	d) Car Rental .....	\$	
2.	Out of State Travel		
	a) Hotel .....	\$	
	b) Air Fare .....	\$	
	c) Meals (including per diem) .....	\$	
	d) Car Rental .....	\$	
3.	Fuel .....	\$	
4.	Parking .....	\$	
5.	Other (Provide Detail on Additional Sheet) .....	\$	
F)	Total Training Paid Out of Chapter 59 Funds .....	\$	1,314.00
1.	Fees (Conferences, Seminars) .....	\$	1,314.00
2.	Materials (Books, CDs, Videos, etc.) .....	\$	
3.	Other (Provide Detail on Additional Sheet) .....	\$	
G)	Total Investigative Costs Paid Out of Chapter 59 Funds .....	\$	
1.	Informant Costs .....	\$	
2.	Buy Money .....	\$	
3.	Lab Expenses .....	\$	
4.	Other (Provide Detail on Additional Sheet) .....	\$	
H)	Total Prevention / Treatment Programs / Financial Assistance (pursuant to Articles 59.06 (h), (I), (j), (n)) .....	\$	
I)	Total Facility Costs Paid Out of Chapter 59 Funds .....	\$	
1.	Building Purchase .....	\$	
2.	Lease Payments .....	\$	
3.	Remodeling .....	\$	
4.	Maintenance Costs .....	\$	
5.	Utilities .....	\$	
6.	Other (Provide Detail on Additional Sheet) .....	\$	
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds .....	\$	2,701.00
1.	Court Costs .....	\$	2,701.00
2.	Filing Fees .....	\$	
3.	Insurance .....	\$	

4.	Witness Fees .....	\$	_____
5.	Audit Costs and Fees .....	\$	_____
6.	Other (Provide Detail on Additional Sheet) .....	\$	_____
K)	Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report).....	\$	_____
L)	TOTAL EXPENDITURES.....	\$	<u>11,825.00</u>

**BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE  
CERTIFICATIONS NEED TO BE COMPLETED**

**NOTE: ART. 5.06(g)(1)** requires the Commissioners Court to perform the audit. Therefore, each Commissioners Court in a Multi-County jurisdiction is required to perform the audit. For convenience, this form allows for certification by all counties in a multi-county jurisdiction

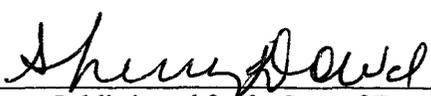
**CERTIFICATION**

COUNTY JUDGE (Printed Name): H.M. DAVENPORT, JR. NAVARRO COUNTY JUDGE  
SIGNATURE:   
COUNTY: NAVARRO  
DATE: NOVEMBER 22, 2010

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov., 2010.



  
Notary Public in and for the State of Texas  
clerk of the court

**CERTIFICATION**

COUNTY JUDGE (Printed Name): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_

DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name): H. M. DAVEY, Jr.  
SIGNATURE: [Signature]  
COUNTY: NAVARRO  
DATE: 11-22-10

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

ATTORNEY REPRESENTING THE STATE (Printed Name): ~~RAE LOWERY THOMPSON~~ NAVARRO COUNTY DISTRICT ATTORNEY  
SIGNATURE:   
DATE: NOVEMBER 22, 2010

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov., 20 10.

Sherry David  
Notary Public in and for the State of Texas  
Clerk of the Court

**RETURN COMPLETED FORM TO:**

[renee.gray@oag.state.tx.us](mailto:renee.gray@oag.state.tx.us)

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)



SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 09-18026-CV  
DATE OF SEIZURE: MARCH 5, 2009  
PROPERTY SEIZED: \$29,419.00  
DATE FUNDS OR PROPERTY RETURNED: JANUARY 20, 2010  
AMOUNT RETURNED OR PROPERTY RETURNED: \$5,388.00  
REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 07-16274-CV  
DATE OF SEIZURE: MAY 14, 2007  
PROPERTY SEIZED: \$1,425.00  
DATE FUNDS OR PROPERTY RETURNED: JANUARY 20, 2010  
AMOUNT RETURNED OR PROPERTY RETURNED: \$425.00  
REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 06-15250-CV  
DATE OF SEIZURE: MAY 17, 2006  
PROPERTY SEIZED: \$3,102.00  
DATE FUNDS OR PROPERTY RETURNED: JANUARY 29, 2010  
AMOUNT RETURNED OR PROPERTY RETURNED: \$1,551.00  
REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 09-18309-CV

DATE OF SEIZURE: JUNE 11, 2009

PROPERTY SEIZED: \$3,220.00

DATE FUNDS OR PROPERTY RETURNED: FEBRUARY 16, 2010

AMOUNT RETURNED OR PROPERTY  
RETURNED: \$220.00

REASON RETURNED: STATE ONLY FILED FOR AND THE COURT ONLY  
ORDERED, FORFEITURE OF \$3,000.00

418

707



Commercial Service Order & Agreement v1.11 (7/26/2009)

Account Rep	Jacklyn Hernandez	System Address
Phone Number	800-490-9604 ext 2023	
Fax Number	866-674-1308	

<b>Customer Information</b>		<b>Authorized Customer Representative</b>	
Legal Company Name	North Texas Hidta	Full Name	Scotty Williams
Street Address	3301 Golden Rd STE 101	Telephone	(903) 594-3513
City/State/Zip	Tyler, TX 75701	Fax	
Billing Address		Additional Contact Number	
City/State/Zip		Email Address	nthidta2003@yahoo.com
Federal Tax ID	75	Account Number	100-7089269-02
<b>If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)</b>		<b>Requested Delivery Date:</b>	

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
Advanced 12Mbs/2Mbs	1	\$199.95	12 Months	\$199.95	
Basic	1	\$29.99	12 Months	\$29.99	
Expanded Basic	1	\$34.00	12 Months	\$34.00	
<b>Totals</b>				\$263.94	\$175.00

\*download and upload speeds are maximum speeds; they may vary and are not guaranteed

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

For phone customers: change my local and my intrastate and interstate long distance services provider to Suddenlink Communications

Special Conditions (for point to point services; , include the addresses of both circuit termination locations)

Promotion Details

**NOTICE REGARDING 911 SERVICES**  
While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing below; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) **you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Customer Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

H.M. DAUGENPONT, Jr. \_\_\_\_\_ Title \_\_\_\_\_  
Print Name

Cequel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink") \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Commercial Service Agreement**

**TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):**

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex,(collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and Suddenlink equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at [www.Suddenlink.com](http://www.Suddenlink.com)

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the term set forth Commercial Service Order. Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with Section 12 of this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment. Service and Installation.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party. Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards; however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for services provided hereunder ("Services") shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services, including broadcast surcharges. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's Customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of an administrative fee ("Administrative Fee") in accordance with applicable law.

4. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances.

5. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the Agreement Term set forth on the Service Order. If a Service Order does not specify a term of service, the Agreement Term shall be one (1) year from the date that any Service

commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the

then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Suddenlink may, modify the charges for Phone, High Speed Internet and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the term shown on the Commercial Service Order (the "Term"), or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

6. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

7. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT

ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

9. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING

WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

10. **Indemnity.** Customer shall indemnify and hold Suddenlink and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of or related in any way to Customer's use of the Service, any other person's use of the Customer's account, the placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Suddenlink AUP.

11. **Miscellaneous.** This Agreement, any document referenced herein, and the AUP constitute the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Suddenlink may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of New York. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver

of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

12. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to provide the Services herein.

13. **ARBITRATION.** CUSTOMER AND SUDDENLINK AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY SUDDENLINK OR ANY ORAL OR WRITTEN STATEMENTS, ADVERTISEMENTS OR PROMOTIONS RELATING TO THIS AGREEMENT OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH ARBITRATION. ALL ARBITRATION SHALL BE INITIATED AND CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AAA SHALL APPOINT THE ARBITRATOR. ARBITRATION MUST BE INITIATED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE INITIATED WITHIN THIRTY (30) DAYS). CUSTOMER WAIVES ANY CLAIM NOT FILED IN ACCORDANCE WITH THE PREVIOUS SENTENCE. THE PARTY INITIATING ARBITRATION SHALL GIVE NOTICE TO THE OTHER PARTY BY MAILING A COPY OF THE REQUEST FOR ARBITRATION TO THE OTHER PARTY AT THE ADDRESSES ON THE SERVICE ORDER. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR THROUGH A REPRESENTATIVE, UNLESS APPLICABLE STATE LAW MANDATES OTHERWISE. ARBITRATION OF CLAIMS WILL BE CONDUCTED IN SUCH FORUM AND PURSUANT TO SUCH LAWS AND RULES RELATED TO COMMERCIAL ARBITRATION IN THE STATE OF NEW YORK THAT ARE IN EFFECT ON THE DATE OF THE NOTICE TO ARBITRATE.

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 22ND DAY OF NOVEMBER, 2010 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-PHIL KREJCI WHAT CHANGES WERE BEING  
MADE TO ORDINANCE AMENDMENT, BUDDY GREEN-ORDINANCE  
AMENDMENT PROCEDURE, WALT STODDARD-ORDINANCE  
AMENDMENT

**CONSENT AGENDA**

- MOTION TO APPROVE CONSENT AGENDA 5-7 BY HERRINGTON  
SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETINGS OF  
NOVEMBER 8<sup>TH</sup>, 2010 AND NOVEMBER 15, 2010.
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE  
COUNTY AUDITOR
7. MOTION TO APPROVE MINUTES OF THE OCTOBER 7<sup>TH</sup>, 2010  
PLANNING AND DEVELOPMENT MEETING **TO WIT PG 681**

**REGULAR AGENDA**

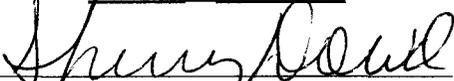
8. MOTION TO APPROVE ORDINANCE AMENDMENT 020803 REGULAR  
NOTICES TO PROPERTY OWNERS BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 682-684**

9. MOTION TO APPROVE CHANGING COMMISSIONERS COURT DATES FROM DECEMBER 13, 2010 TO DECEMBER 6, 2010 AND DECEMBER 27, 2010 TO DECEMBER 20.2010 DUE TO CHRISTMAS HOLIDAYS BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE COUNTY TREASURER'S REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF OCTOBER, 2010 BY OLSEN SEC BY WARREN **TO WIT PG 685**  
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE OF BUDGET APPROVAL REQUEST FOR OFFICE SUPPLIES FOR THE TREASURER'S OFFICE FOR A TOTAL OF \$130.00 (COURT APPROVAL REQUIRED BY LGC 130.908 BECAUSE EXPENDITURE EXCEEDS 1/12 OF LINE ITEM BUDGET) BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE OF COUNTY AUDITOR'S OCTOBER 2010 MONTHLY FINANCIAL REPORT PURSUANT LGC SEC. 114.024 BY OLSEN SEC BY WARREN **TO WIT PG 686-688**  
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE AUDIT AND APPROVING FY 2010 CHAPTER 59 ASSET FORFIETURE REPORT FOR NAVARRO COUNTY SHERIFF'S OFFICE BY HOLT SEC BY WARREN **TO WIT PG 689-695**  
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE AUDIT AND APPROVING FY 2010 CHAPTER 59 ASSET FORFEITURE REPORT FOR NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 696-706**
15. MOTION TO APPROVE PURCHASE OF CAM SPRAYER NEEDED FOR ROAD REPAIR PROJECT IN PRECINCT 2 (COURT APPROVAL REQUIRED BY LGC 130.908 BECAUSE EXPENDITURES EXCEEDS 1/12 OF LINE ITEM BUDGET) BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM PCT.2 COMMISSIONER TO MOVE \$7,000 FROM 212-612-377 (BRIDGE MATERIAL) TO 212-612-575 (MACHINERY & EQUIPMENT) TO PURCHASE CAM SPRAYER BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

17. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM COUNTY JUDGE TO MOVE \$1,000 FROM 101-425-428 (TRAVEL/CONFERENCE/TRAINING) TO 101-425-320 (OPERATING EQUIPMENT) TO PURCHASE A NEW COMPUTER FOR COUNTY COURT COORDINATOR BY JUDGE DAVENPORT SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE REVISED CONTRACT WITH SUDDENLINK FOR HIDTA TELEPHONE SERVICE IN TYLER, TX OFFICE BY HERRINGTON SEC BY WARREN  
**TO WIT PG 707-709**  
ALL VOTED AYE MOTION CARRIED
19. 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 NOVEMBER 22ND, 2010.

SIGNED, 22 DAY OF NOVEMBER 2010.

  
SHERRY DOWD, COUNTY CLERK



PLANNING AND ZONING COMMISSION MINUTES

October 7th, 2010

5:00 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the August 5, 2010 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner McGuire, all voted aye.

Item #3 on the agenda was consideration of a replat of lots 1,2,3,4,20 & 21 of Rustling Oaks Phase I by Blas Sauseda. Motion to approve by Commissioner Spae, second by Commissioner Irvine, all voted aye.

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 the continuation of the property owners' presentation. After four (4) hours the hearing was then recessed and will be continued at a future date.

Item #5 on the agenda was consideration of a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. The discussion will be opened at a future date.

Adjourn.

ORDINANCE NO. 2010-09

AN ORDINANCE OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, AMENDING SECTION 1D OF ARTICLE XIX OF THE RICHLAND CHAMBERS LAKESHORE AREA ZONING ORDINANCE TO CLARIFY A REFERENCE TO THE PROCEDURES GOVERNING APPLICATIONS FOR SPECIFIC USE PERMITS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, pursuant to the exercise of their local authority granted by the Texas Local Government Code (the "Code"), Chapter 231, Subchapter E, the voters of Navarro County have elected to permit the exercise of zoning authority within the Richland Chambers Lakeshore Area for the purpose of protecting public health, safety, welfare and morals; and,

WHEREAS, pursuant to such authority the Commissioners Court of Navarro County, Texas, has adopted the Lakeshore Area Zoning Ordinance of the County of Navarro, Texas, as amended; and,

WHEREAS, the Planning & Zoning Commissioners and County Commissioners of Navarro County have determined that it is necessary and appropriate to amend Section 1D of Article XIX of the Lakeshore Area Zoning Ordinance, governing applications for special exemptions for oil or gas wells subject to Statewide Rule 36, to clarify a reference to the procedures governing specific use permits.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:

**SECTION 1.**

That Article XIX, Section 1D, of the Richland Chambers Lakeshore Area Zoning Ordinance is hereby amended to read as follows:

"Section 1D. Public Hearing and Notice.

A. The Planning and Zoning Commission and the Commissioners Court shall each conduct a single public hearing on a proposal for Special Exception.

B. Written notice of public hearings on a proposal for Special Exception shall be required in the same manner as provided by Article XIII of the Richland Chambers Lakeshore Area Zoning Ordinance, as amended, governing the application for a Specific Use Permit."

**SECTION 2.  
SEVERABILITY CLAUSE**

If any provision, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the County in adopting this ordinance that no portion hereof or provision shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this ordinance are declared to be severable.

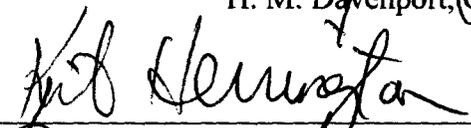
**SECTION 3.  
CUMULATIVE CLAUSE**

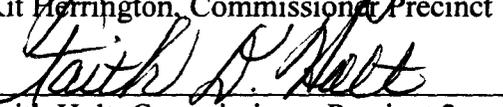
This Ordinance shall be cumulative of all provisions of all ordinances of the County except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

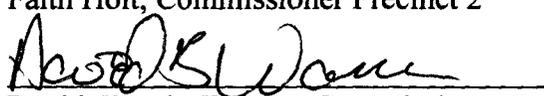
This ordinance shall be effective on Nov. 22, 2010,  
following its passage.

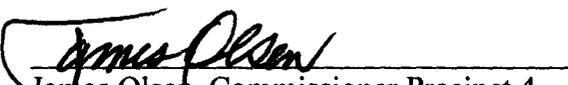
PASSED, APPROVED AND ADOPTED THIS 22 day of Nov. 2010.

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

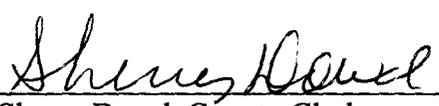
  
\_\_\_\_\_  
Kit Herrington, Commissioner Precinct 1

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

  
\_\_\_\_\_  
David (Butch) Warren, Commissioner Precinct 3

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

ATTEST:

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



KP

685

AFFIDAVIT SUBMITTED BY  
RUBY COKER  
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

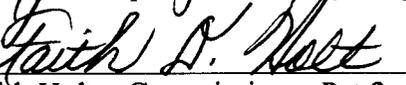
Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable David Warren,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

I, Ruby Coker, the Navarro County Treasurer, on this 22nd day of November, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October 31, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,545,523.29. Also, other assets totaling \$5,186,186.69 are being held by the Treasurer's office. The total interest for all accounts for the month of October, 2010 was \$2,880.96. The total disbursements for the month of October, 2010 were \$2,728,671.82. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

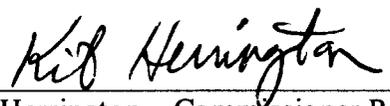
With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

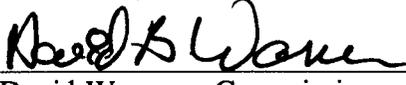
Signed and executed this 22nd day of November, 2010.

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

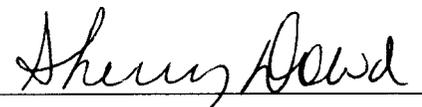
  
\_\_\_\_\_  
Faith Holt - Commissioner Pct 2

  
\_\_\_\_\_  
James Olsen - Commissioner Pct 4

  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

  
\_\_\_\_\_  
David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 22nd day of November, 2010 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

  
\_\_\_\_\_  
Sherry Dowd - Navarro County Clerk



#12

686

Navarro County  
 October  
 2011 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	12,561,014.00	0.00	0.00
Other	4,674,999.00	21,750.22	21,750.22
<b>Total</b>	<b>17,236,013.00</b>	<b>21,750.22</b>	<b>21,750.22</b>
<b>Expenditures</b>			
Commissioner's Court	80,160.00	6,924.38	6,924.38
Planning & Dev.	320,293.00	19,546.66	19,546.66
County Clerk	560,176.00	42,587.66	42,587.66
District Clerk	396,113.92	31,230.84	31,230.84
Veterans' Service	20,042.00	1,678.85	1,678.85
Non Departmental	1,935,026.00	59,682.99	59,682.99
Information Systems	90,038.00	18,134.76	18,134.76
HAVA	0.00	986.28	986.28
Elections	173,283.00	16,795.17	16,795.17
Courthouse	906,827.00	28,707.15	28,707.15
Extension	204,565.00	15,243.40	15,243.40
Historical Commission	5,500.00	0.00	0.00
County Judge	250,364.00	19,479.71	19,479.71
District Court	708,781.00	39,819.06	39,819.06
JP Pct 1	170,321.00	20,167.95	20,167.95
JP Pct 2	168,155.00	20,176.34	20,176.34
JP Pct 3	161,729.00	14,246.84	14,246.84
JP Pct 4	217,974.00	24,014.51	24,014.51
District Attorney	818,453.00	56,349.96	56,349.96
Law Library	5,402.00	116.74	116.74
County Auditor	445,980.00	50,343.48	50,343.48
County Treasurer	135,823.80	16,351.49	16,351.49
Tax Assessor/Collector	492,865.32	37,462.57	37,462.57
County Jail	4,919,028.00	348,835.93	348,835.93
Constable Pct 1	38,147.75	2,152.03	2,152.03
Constable Pct 2	32,006.00	1,926.63	1,926.63
Constable Pct 3	10,903.00	901.41	901.41
Constable Pct 4	36,116.00	2,430.62	2,430.62
Sheriff	3,052,625.32	210,589.02	210,589.02
Sheriff Communications	689,540.00	51,607.18	51,607.18
Highway Patrol	82,114.00	6,387.65	6,387.65
License & Weights	3,400.00	70.00	70.00
Emergency Mgt	53,600.00	5,216.14	5,216.14
CSCD	12,475.00	0.00	0.00
Juvenile Expenditures	108,937.00	4,625.96	4,625.96
Indigent Health	636,467.00	74,513.07	74,513.07
<b>Total</b>	<b>17,943,231.11</b>	<b>1,249,302.43</b>	<b>1,249,302.43</b>
<b>General Net</b>	<b>(707,218.11)</b>	<b>(1,227,552.21)</b>	<b>(1,227,552.21)</b>

687

Navarro County  
 October  
 2011 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>Flood Control</b>			
<b>Revenues</b>			
Property Taxes	235,779.00	0.00	0.00
Other	2,000.00	0.00	0.00
Total	237,779.00	0.00	0.00
<b>Expenditures</b>	400,000.00	7,213.98	7,213.98
<b>Flood Control Net</b>	<b>(162,221.00)</b>	<b>(7,213.98)</b>	<b>(7,213.98)</b>
<b>Debt Service</b>			
<b>Revenues</b>			
Property Taxes	467,542.00	0.00	0.00
Other	500.00	0.00	0.00
Total	468,042.00	0.00	0.00
<b>Expenditures</b>	533,030.00	0.00	0.00
<b>Debt Svc. Net</b>	<b>(64,988.00)</b>	<b>0.00</b>	<b>0.00</b>
<b>Road &amp; Bridge Pct. 1</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	35.00	35.00
Total	1,065,307.00	10,494.95	10,494.95
<b>Expenditures</b>			
Personnel	449,795.00	32,856.49	32,856.49
Supplies	414,000.00	5,550.64	5,550.64
Other Svcs & Charges	105,300.00	2,591.96	2,591.96
Capital Outlay	95,192.00	7,698.60	7,698.60
Total	1,064,287.00	48,697.69	48,697.69
<b>R &amp; B #1 Net</b>	<b>1,020.00</b>	<b>(38,202.74)</b>	<b>(38,202.74)</b>
<b>Road &amp; Bridge Pct. 2</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	0.00	0.00
Total	1,065,307.00	10,459.95	10,459.95
<b>Expenditures</b>			
Personnel	529,653.00	41,074.33	41,074.33
Supplies	365,000.00	6,878.25	6,878.25
Other Svcs & Charges	404,100.00	867.82	867.82
Capital Outlay	66,608.00	5,550.65	5,550.65
Total	1,365,361.00	54,371.05	54,371.05
<b>R &amp; B # 2 Net</b>	<b>(300,054.00)</b>	<b>(43,911.10)</b>	<b>(43,911.10)</b>

688

Navarro County  
 October  
 2011 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>Road &amp; Bridge Pct. 3</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	0.00	0.00
Total	1,065,307.00	10,459.95	10,459.95
<b>Expenditures</b>			
Personnel	509,743.00	43,438.63	43,438.63
Supplies	474,000.00	4,373.24	4,373.24
Other Svcs & Charges	114,163.00	3,072.10	3,072.10
Capital Outlay	41,353.00	3,426.15	3,426.15
Total	1,139,259.00	54,310.12	54,310.12
<b>R &amp; B #3 Net</b>	<b>(73,952.00)</b>	<b>(43,850.17)</b>	<b>(43,850.17)</b>
<b>Road &amp; Bridge Pct. 4</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	0.00	0.00
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	750.00	0.00	0.00
Total	1,065,057.00	0.00	0.00
<b>Expenditures</b>			
Personnel	488,905.00	37,737.08	37,737.08
Supplies	550,000.00	7,486.91	7,486.91
Other Svcs & Charges	102,750.00	2,414.08	2,414.08
Capital Outlay	54,468.00	1,622.32	1,622.32
Total	1,196,123.00	49,260.39	49,260.39
<b>R &amp; B #4 Net</b>	<b>(131,066.00)</b>	<b>(49,260.39)</b>	<b>(49,260.39)</b>

#13

689

FY 2010  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Name: NAVARRO COUNTY SHERIFF Reporting Period: (local fiscal year) 10/1/2009-9/30/2010

Agency Mailing Address: 300 W. THIRD AVE., STE 10 example: 01/01/10 to 12/31/10,  
CORSICANA, TEXAS 75110 09/01/09 to 08/31/10 etc.

Phone Number: 903-654-3095

County: NAVARRO COUNTY

Email Address: khollomon@navarrocounty.org This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....  
**Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account. \$ 0.00

B) Seizures During Reporting Period:  
**Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... \$ 0.00

2) Amount seized and transferred to the District Attorney pending forfeiture..... \$ 2,153.00

C) Amount Returned to Defendants/Respondents (If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary)..... \$ 0.00

D) Ending Balance .....  
**Instructions:** Add lines A and B(1), subtract line C, put total in line D. \$ 2,153.00

II. FORFEITED FUNDS

A) Beginning Balance.....  
**Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency. \$ 143,903.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period.....  
**Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. \$ 38,104.00

C) Interest Earned on Forfeited Funds During Reporting Period .....	<b>Instructions:</b> Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.	\$ <u>314.00</u>
D) Proceeds Received by Your Agency From Sale of Forfeited Property.....	<b>Instructions:</b> Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.	\$ <u>0.00</u>
E) Total Expenditures of Forfeited Funds During Reporting Period .....	<b>Instructions:</b> From Total on Section VI.	\$ <u>22,469.00</u>
F) Ending Balance.....	<b>Instructions:</b> Add lines A through D, subtract line E, place total in line F.	\$ <u>159,538.00</u>

**III. OTHER PROPERTY**

**Instructions:** List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	1			1
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: _____				
Other Property -Description: _____				
Other Property -Description: _____				

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount).....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount) .....
- E) Other (the number of items, not a currency amount) .....

**V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount).....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms ( the number of firearms, not a currency amount) .....
- E) Other (the number of items, not a currency amount) .....

**VI. EXPENDITURES**

**Instructions:** This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

- A) Total Salaries Paid out of Chapter 59 Funds..... \$
- 1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)..... \$
- 2. Salary Budgeted Solely From Forfeited Funds..... \$
- 3. Number of employees Paid Using Forfeiture Funds .....
- B) Total Overtime Paid out of Chapter 59 Funds ..... \$
- 1. For employees Budgeted by Governing Body..... \$
- 2. For Employees Budgeted Solely out of Forfeiture Funds..... \$
- 3. Number of employees Paid Using Forfeiture Funds.....
- C) Total Equipment Paid for with Chapter 59 Funds..... \$ 11,014.00
- 1. Vehicles..... \$
- 2. Computers..... \$
- 3. Firearms, Vests, Personal Equipment ..... \$ 5,577.00

4.	Furniture.....	\$
5.	Software.....	\$
6.	Maintenance Costs.....	\$ 4,645.00
7.	Uniforms.....	\$ 792.00
8.	K9 Related Costs.....	\$
9.	Other (Provide Detail on Additional Sheet).....	\$
D)	Total Supplies Paid Out of Chapter 59 Funds.....	\$ 9,455.00
1.	Office Supplies.....	\$
2.	Cellular Air Time.....	\$ 9,455.43
3.	Internet.....	\$
4.	Other (Provide Detail on Additional Sheet).....	\$
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$
1.	In State Travel	
	a) Hotel.....	\$
	b) Air Fare.....	\$
	c) Meals (including per diem).....	\$
	d) Car Rental.....	\$
2.	Out of State Travel	
	a) Hotel.....	\$
	b) Air Fare.....	\$
	c) Meals (including per diem).....	\$
	d) Car Rental.....	\$
3.	Fuel.....	\$
4.	Parking.....	\$
5.	Other (Provide Detail on Additional Sheet).....	\$
F)	Total Training Paid Out of Chapter 59 Funds.....	\$
1.	Fees (Conferences, Seminars).....	\$
2.	Materials (Books, CDs, Videos, etc.).....	\$
3.	Other (Provide Detail on Additional Sheet).....	\$
G)	Total Investigative Costs Paid Out of Chapter 59 Funds.....	\$ 2,000.00
1.	Informant Costs.....	\$
2.	Buy Money.....	\$ 2,000.00
3.	Lab Expenses.....	\$
4.	Other (Provide Detail on Additional Sheet).....	\$

H)	Total Prevention / Treatment Programs/ Financial Assistance (pursuant to Articles 59.06 (h), (l), (j), (n)).....	\$
I)	Total Facility Costs Paid Out of Chapter 59 Funds.....	\$
	1. Building Purchase .....	\$
	2. Lease Payments .....	\$
	3. Remodeling .....	\$
	4. Maintenance Costs .....	\$
	5. Utilities .....	\$
	6. Other (Provide Detail on Additional Sheet) .....	\$
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds.....	\$
	1. Court Costs .....	\$
	2. Filing Fees .....	\$
	3. Insurance .....	\$
	4. Witness Fees .....	\$
	5. Audit Costs and Fees .....	\$
	6. Other (Provide Detail on Additional Sheet).....	\$
K)	Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report).....	\$
L)	TOTAL EXPENDITURES.....	\$ 22,469.00

**NOTE: BOTH CERTIFICATIONS NEED TO BE COMPLETED, unless your agency is not governed by a Commissioner's Court or City Council. Then only the Agency Head Certification needs to be completed.**

**CERTIFICATION**

COUNTY JUDGE or MAYOR  
(Printed Name):

H. M. DAVENPORT, JR., NAVARRO COUNTY JUDGE

SIGNATURE:

DATE:

NOVEMBER 22, 2010

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov., 2010.



*Sherry Dowd*  
Notary Public in and for the State of Texas  
Clerk of the Court

**CERTIFICATION**

AGENCY HEAD (Printed Name): LESLIE COTTEN, NAVARRO COUNTY SHERIFF

SIGNATURE: *Leslie Cotten*

DATE: NOVEMBER 22, 2010

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov, 20 10.

*Sherry Dowd*  
Notary Public in and for the State of Texas  
*Clerk of the Court*

**RETURN COMPLETED FORM TO:** Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_  
DATE OF SEIZURE: \_\_\_\_\_  
PROPERTY SEIZED: \_\_\_\_\_  
DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_  
AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_  
REASON RETURNED: \_\_\_\_\_

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_  
DATE OF SEIZURE: \_\_\_\_\_  
PROPERTY SEIZED: \_\_\_\_\_  
DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_  
AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_  
REASON RETURNED: \_\_\_\_\_

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_  
DATE OF SEIZURE: \_\_\_\_\_  
PROPERTY SEIZED: \_\_\_\_\_  
DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_  
AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_  
REASON RETURNED: \_\_\_\_\_

#14

696

FY 2010 Chapter 59 Asset Forfeiture Report  
by Attorney Representing the State  
(Multi-County Jurisdiction)

Agency Name: NAVARRO COUNTY DISTRICT ATTORNEY Reporting Period: 10/1/2009 - 9/30/2010  
(example: 9/1/09- 08/31/10)

Agency Mailing Address: 300 W. THIRD AVE., STE. 10  
CORSICANA, TEXAS 75110

County: NAVARRO (If multi-county district, list all counties within jurisdiction)

Phone number: 903-654-3095

Email Address khollomon@navarrocounty.org (This should be a permanent agency email address)

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS

A) Beginning Balance .....	<b>Instructions:</b> Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g. a police department's account.	<u>\$ 115,914.00</u>
B) Seizures During Reporting Period:		
1) Amount Seized By Employees of Your Agency .....	<b>Instructions:</b> Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	<u>\$ 0.00</u>
2) Amount Seized by Other Agencies .....	<b>Instructions:</b> Include only amounts seized by other agencies in your jurisdiction and which have been transferred to your office for custody pending forfeiture.	<u>\$ 59,874.00</u>
C) Forfeiture Petitions Filed For All Agencies You Represent .....	<b>Instructions:</b> Enter the total amount of seized funds for which forfeiture petitions were filed during the reporting period. Do not include amounts seized if a petition has not been filed. Note: this may include all or part of the funds listed in B above due to the 30 day limitations period on filing petitions. (This should be a currency amount, for example \$1,000).	<u>\$ 59,874.00</u>
D) Forfeitures Pending For All Agencies You Represent .....	<b>Instructions:</b> Enter the total amount of seized funds at the end of the reporting period where a forfeiture petition has been filed but no final judgment has been entered. Include amounts subject to petitions filed in prior reporting periods. (This should be a currency amount, for example \$1,000).	<u>\$ 3,769.00</u>
E) Interest Earned on Seized Funds During Reporting Period .....	<b>Instructions:</b> Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.	<u>\$ 0.00</u>
F) Amount Returned To Defendants .....	<b>Instructions:</b> If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.	<u>\$ 7,584.00</u>

G) Ending Balance.....  
**Instructions:** Add lines A, B(1), B(2) and E, subtract line F, place total in line G. \$ 168,204.00

**II. FORFEITED FUNDS**

A) Beginning Balance.....  
**Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. Do not include funds that have been forfeited but have not yet been received by your agency. \$ 74,851.00

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement.....  
**Instructions:** Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment. \$ 164,435.00

1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement.....  
**Instructions:** Do not include amounts forfeited but not yet transferred to these agencies. Include interest that has been forfeited as part of the judgment. \$ 113,214.00

2) Amount Forfeited and Received by Your Agency.....  
**Instructions:** Do not include amounts forfeited but not yet received by your agency. Do not include amounts awarded to other agencies. Include interest that was forfeited as part of the judgment. \$ 51,221.00

C) Interest Earned on Forfeited Funds During Reporting Period.....  
**Instructions:** Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest amounts that were reported in line B2 above. Do not include interest earned if funds are on deposit in an account that does not belong to your agency. \$ 328.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....  
**Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary. \$ 0.00

E) Total Expenditures of Forfeited Funds During Reporting Period.....  
**Instructions:** From Total on Section VI. \$ 11,825.00

F) Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59.06 (a)).....  
**Instructions:** From Total on Section VI. \$ 0.00

G) Ending Balance.....  
**Instructions:** Add lines A, B(2), C and D, subtract lines E and F, place total in line G \$ 114,575.00

**III. OTHER PROPERTY**

**Instructions:** List the number of cases filed, pending, or disposed for the following categories. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold list under "Proceeds Received by Your Agency from Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS (Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Pending for all agencies at beginning of reporting period:					
Seized by your agency during reporting period:					
New petitions filed for all agencies during reporting period:					
Forfeited to your agency during reporting period:					
Put into service by your agency during reporting period:					
Pending for all agencies at end of reporting period:					

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount).....
- E) Other (the number of items not a currency amount).....

**V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....

- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount).....
- E) Other (the number of items not a currency amount).....

VI. EXPENDITURES

Instructions: This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other Category.

A)	Total Salaries Paid out of Chapter 59 Funds.....	\$
	1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements).....	\$
	2. Salary Budgeted Solely From Forfeited Funds.....	\$
	3. Number of employees Paid Using Forfeiture Funds.....	
B)	Total Overtime Paid out of Chapter 59 Funds.....	\$
	1. For employees Budgeted by Governing Body.....	\$
	2. For Employees Budgeted Solely out of Forfeiture Funds.....	\$
	3. Number of employees Paid Using Forfeiture Funds.....	
C)	Total Equipment Paid for with Chapter 59 Funds.....	\$ 7,113.00
	1. Vehicles.....	\$
	2. Computers.....	\$ 6,548.00
	3. Firearms, Vests, Personal Equipment.....	\$ 565.00
	4. Furniture.....	\$
	5. Software.....	\$
	6. Maintenance Costs.....	\$
	7. Uniforms.....	\$
	8. K9 Related Costs.....	\$
	9. Other (Provide Detail on Additional Sheet).....	\$
D)	Total Supplies Paid Out of Chapter 59 Funds.....	\$
	1. Office Supplies.....	\$
	2. Cellular Air Time.....	\$
	3. Internet.....	\$
	4. Other (Provide Detail on Additional Sheet).....	\$
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$ 697.00
	1. In State Travel.....	\$

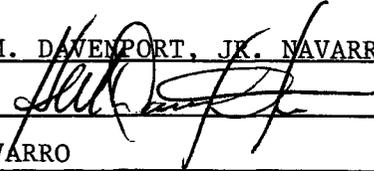
	a) Hotel .....	\$	454.00
	b) Air Fare .....	\$	
	c) Meals (including per diem) .....	\$	243.00
	d) Car Rental .....	\$	
2.	Out of State Travel		
	a) Hotel .....	\$	
	b) Air Fare .....	\$	
	c) Meals (including per diem) .....	\$	
	d) Car Rental .....	\$	
3.	Fuel .....	\$	
4.	Parking .....	\$	
5.	Other (Provide Detail on Additional Sheet) .....	\$	
F)	Total Training Paid Out of Chapter 59 Funds .....	\$	1,314.00
1.	Fees (Conferences, Seminars) .....	\$	1,314.00
2.	Materials (Books, CDs, Videos, etc.) .....	\$	
3.	Other (Provide Detail on Additional Sheet) .....	\$	
G)	Total Investigative Costs Paid Out of Chapter 59 Funds .....	\$	
1.	Informant Costs .....	\$	
2.	Buy Money .....	\$	
3.	Lab Expenses .....	\$	
4.	Other (Provide Detail on Additional Sheet) .....	\$	
H)	Total Prevention / Treatment Programs / Financial Assistance (pursuant to Articles 59.06 (h), (I), (j), (n)) .....	\$	
I)	Total Facility Costs Paid Out of Chapter 59 Funds .....	\$	
1.	Building Purchase .....	\$	
2.	Lease Payments .....	\$	
3.	Remodeling .....	\$	
4.	Maintenance Costs .....	\$	
5.	Utilities .....	\$	
6.	Other (Provide Detail on Additional Sheet) .....	\$	
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds .....	\$	2,701.00
1.	Court Costs .....	\$	2,701.00
2.	Filing Fees .....	\$	
3.	Insurance .....	\$	

4. Witness Fees .....	\$	_____
5. Audit Costs and Fees .....	\$	_____
6. Other (Provide Detail on Additional Sheet) .....	\$	_____
K) Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report).....	\$	_____
L) TOTAL EXPENDITURES.....	\$	<u>11,825.00</u>

**BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE  
CERTIFICATIONS NEED TO BE COMPLETED**

**NOTE: ART. 5.06(g)(1)** requires the Commissioners Court to perform the audit. Therefore, each Commissioners Court in a Multi-County jurisdiction is required to perform the audit. For convenience, this form allows for certification by all counties in a multi-county jurisdiction

**CERTIFICATION**

COUNTY JUDGE (Printed Name): H.M. DAVENPORT, JR. NAVARRO COUNTY JUDGE  
SIGNATURE:   
COUNTY: NAVARRO  
DATE: NOVEMBER 22, 2010

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov, 2010.



  
Notary Public in and for the State of Texas  
Clerk of the Court

**CERTIFICATION**

COUNTY JUDGE (Printed Name): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_

DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name):

H. M. DAVENPORT, Jr

SIGNATURE:

[Handwritten Signature]

COUNTY:

NAVARRO

DATE:

11-22-10

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name):

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

COUNTY:

\_\_\_\_\_

DATE:

\_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

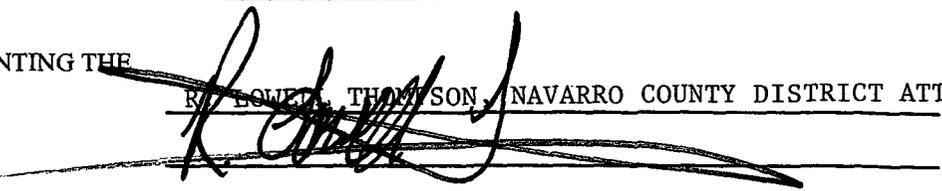
COUNTY JUDGE (Printed Name): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

ATTORNEY REPRESENTING THE STATE (Printed Name): R. LOWE THOMPSON, NAVARRO COUNTY DISTRICT ATTORNEY  
SIGNATURE:   
DATE: NOVEMBER 22, 2010

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov., 20 10.

Sherry David  
Notary Public in and for the State of Texas  
Clerk of the Court

**RETURN COMPLETED FORM TO:**

[renee.gray@oag.state.tx.us](mailto:renee.gray@oag.state.tx.us)

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)



SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 09-18026-CV

DATE OF SEIZURE: MARCH 5, 2009

PROPERTY SEIZED: \$29,419.00

DATE FUNDS OR PROPERTY RETURNED: JANUARY 20, 2010

AMOUNT RETURNED OR PROPERTY  
RETURNED: \$5,388.00

REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 07-16274-CV

DATE OF SEIZURE: MAY 14, 2007

PROPERTY SEIZED: \$1,425.00

DATE FUNDS OR PROPERTY RETURNED: JANUARY 20, 2010

AMOUNT RETURNED OR PROPERTY  
RETURNED: \$425.00

REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 06-15250-CV

DATE OF SEIZURE: MAY 17, 2006

PROPERTY SEIZED: \$3,102.00

DATE FUNDS OR PROPERTY RETURNED: JANUARY 29, 2010

AMOUNT RETURNED OR PROPERTY  
RETURNED: \$1,551.00

REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 09-18309-CV

DATE OF SEIZURE: JUNE 11, 2009

PROPERTY SEIZED: \$3,220.00

DATE FUNDS OR PROPERTY RETURNED: FEBRUARY 16, 2010

AMOUNT RETURNED OR PROPERTY  
RETURNED: \$220.00

REASON RETURNED: STATE ONLY FILED FOR AND THE COURT ONLY  
ORDERED, FORFEITURE OF \$3,000.00

418



Commercial Service Order & Agreement v1.11 (7/26/2009)

Account Rep	Jacklyn Hernandez	System Address
Phone Number	800-490-9604 ext 2023	
Fax Number	866-674-1308	

<b>Customer Information</b>		<b>Authorized Customer Representative</b>	
Legal Company Name	North Texas Hidta	Full Name	Scotty Williams
Street Address	3301 Golden Rd STE 101	Telephone	(903) 594-3513
City/State/Zip	Tyler, TX 75701	Fax	
Billing Address		Additional Contact Number	
City/State/Zip		Email Address	nthidta2003@yahoo.com
Federal Tax ID	75	Account Number	100-7089269-02
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)		Requested Delivery Date:	

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
Advanced 12Mbs/2Mbs	1	\$199.95	12 Months	\$199.95	
Basic	1	\$29.99	12 Months	\$29.99	
Expanded Basic	1	\$34.00	12 Months	\$34.00	
<b>Totals</b>				\$263.94	\$175.00

\*download and upload speeds are maximum speeds; they may vary and are not guaranteed

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

For phone customers: change my local and my intrastate and interstate long distance services provider to Suddenlink Communications

Special Conditions (for point to point services; , include the addresses of both circuit termination locations)

Promotion Details

NOTICE REGARDING 911 SERVICES

While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing below; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Customer Authorized Signature: H.M. DAVENPONT, Jr. Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Cequel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink") Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Commercial Service Agreement**

**TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):**

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and Suddenlink equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at [www.Suddenlink.com](http://www.Suddenlink.com)

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the term set forth Commercial Service Order. Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with Section 12 of this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment. Service and Installation.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party. Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards; however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for services provided hereunder ("Services") shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services, including broadcast surcharges. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's Customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of an administrative fee ("Administrative Fee") in accordance with applicable law.

4. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances.

5. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the Agreement Term set forth on the Service Order. If a Service Order does not specify a term of service, the Agreement Term shall be one (1) year from the date that any Service

commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the

then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Suddenlink may, modify the charges for Phone, High Speed Internet and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the term shown on the Commercial Service Order (the "Term"), or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

6. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

7. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT

ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

9. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING

WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

10. **Indemnity.** Customer shall indemnify and hold Suddenlink and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of or related in any way to Customer's use of the Service, any other person's use of the Customer's account, the placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Suddenlink AUP.

11. **Miscellaneous.** This Agreement, any document referenced herein, and the AUP constitute the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Suddenlink may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of New York. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver

of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

12. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to provide the Services herein.

13. **ARBITRATION.** CUSTOMER AND SUDDENLINK AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY SUDDENLINK OR ANY ORAL OR WRITTEN STATEMENTS, ADVERTISEMENTS OR PROMOTIONS RELATING TO THIS AGREEMENT OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH ARBITRATION. ALL ARBITRATION SHALL BE INITIATED AND CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AAA SHALL APPOINT THE ARBITRATOR. ARBITRATION MUST BE INITIATED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE INITIATED WITHIN THIRTY (30) DAYS). CUSTOMER WAIVES ANY CLAIM NOT FILED IN ACCORDANCE WITH THE PREVIOUS SENTENCE. THE PARTY INITIATING ARBITRATION SHALL GIVE NOTICE TO THE OTHER PARTY BY MAILING A COPY OF THE REQUEST FOR ARBITRATION TO THE OTHER PARTY AT THE ADDRESSES ON THE SERVICE ORDER. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR THROUGH A REPRESENTATIVE, UNLESS APPLICABLE STATE LAW MANDATES OTHERWISE. ARBITRATION OF CLAIMS WILL BE CONDUCTED IN SUCH FORUM AND PURSUANT TO SUCH LAWS AND RULES RELATED TO COMMERCIAL ARBITRATION IN THE STATE OF NEW YORK THAT ARE IN EFFECT ON THE DATE OF THE NOTICE TO ARBITRATE.

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 22ND DAY OF NOVEMBER, 2010 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-PHIL KREJCI WHAT CHANGES WERE BEING  
MADE TO ORDINANCE AMENDMENT, BUDDY GREEN-ORDINANCE  
AMENDMENT PROCEDURE, WALT STODDARD-ORDINANCE  
AMENDMENT

**CONSENT AGENDA**

- MOTION TO APPROVE CONSENT AGENDA 5-7 BY HERRINGTON  
SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETINGS OF  
NOVEMBER 8<sup>TH</sup>, 2010 AND NOVEMBER 15, 2010.
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE  
COUNTY AUDITOR
7. MOTION TO APPROVE MINUTES OF THE OCTOBER 7<sup>TH</sup>, 2010  
PLANNING AND DEVELOPMENT MEETING **TO WIT PG 681**

**REGULAR AGENDA**

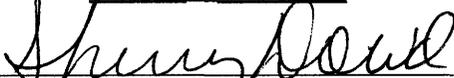
8. MOTION TO APPROVE ORDINANCE AMENDMENT 020803 REGULAR  
NOTICES TO PROPERTY OWNERS BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 682-684**

9. MOTION TO APPROVE CHANGING COMMISSIONERS COURT DATES FROM DECEMBER 13, 2010 TO DECEMBER 6, 2010 AND DECEMBER 27, 2010 TO DECEMBER 20.2010 DUE TO CHRISTMAS HOLIDAYS BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE COUNTY TREASURER'S REPORT OF CASH AND INVESTMENTS FOR THE MONTH OF OCTOBER, 2010 BY OLSEN SEC BY WARREN **TO WIT PG 685**  
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE OF BUDGET APPROVAL REQUEST FOR OFFICE SUPPLIES FOR THE TREASURER'S OFFICE FOR A TOTAL OF \$130.00 (COURT APPROVAL REQUIRED BY LGC 130.908 BECAUSE EXPENDITURE EXCEEDS 1/12 OF LINE ITEM BUDGET) BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE OF COUNTY AUDITOR'S OCTOBER 2010 MONTHLY FINANCIAL REPORT PURSUANT LGC SEC. 114.024 BY OLSEN SEC BY WARREN **TO WIT PG 686-688**  
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE AUDIT AND APPROVING FY 2010 CHAPTER 59 ASSET FORFIETURE REPORT FOR NAVARRO COUNTY SHERIFF'S OFFICE BY HOLT SEC BY WARREN **TO WIT PG 689-695**  
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE AUDIT AND APPROVING FY 2010 CHAPTER 59 ASSET FORFEITURE REPORT FOR NAVARRO COUNTY DISTRICT ATTORNEY'S OFFICE BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 696-706**
15. MOTION TO APPROVE PURCHASE OF CAM SPRAYER NEEDED FOR ROAD REPAIR PROJECT IN PRECINCT 2 (COURT APPROVAL REQUIRED BY LGC 130.908 BECAUSE EXPENDITURES EXCEEDS 1/12 OF LINE ITEM BUDGET) BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM PCT.2 COMMISSIONER TO MOVE \$7,000 FROM 212-612-377 (BRIDGE MATERIAL) TO 212-612-575 (MACHINERY & EQUIPMENT) TO PURCHASE CAM SPRAYER BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

17. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM COUNTY JUDGE TO MOVE \$1,000 FROM 101-425-428 (TRAVEL/CONFERENCE/TRAINING) TO 101-425-320 (OPERATING EQUIPMENT) TO PURCHASE A NEW COMPUTER FOR COUNTY COURT COORDINATOR BY JUDGE DAVENPORT SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
  
18. MOTION TO APPROVE REVISED CONTRACT WITH SUDDENLINK FOR HIDTA TELEPHONE SERVICE IN TYLER, TX OFFICE BY HERRINGTON SEC BY WARREN  
**TO WIT PG 707-709**  
ALL VOTED AYE MOTION CARRIED
  
19. 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 NOVEMBER 22ND, 2010.

SIGNED, 22 DAY OF NOVEMBER 2010.

  
SHERRY DOWD, COUNTY CLERK



PLANNING AND ZONING COMMISSION MINUTES

October 7th, 2010

5:00 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the August 5, 2010 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner McGuire, all voted aye.

Item #3 on the agenda was consideration of a replat of lots 1,2,3,4,20 & 21 of Rustling Oaks Phase I by Blas Sauseda. Motion to approve by Commissioner Spae, second by Commissioner Irvine, all voted aye.

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 the continuation of the property owners' presentation. After four (4) hours the hearing was then recessed and will be continued at a future date.

Item #5 on the agenda was consideration of a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. The discussion will be opened at a future date.

Adjourn.

ORDINANCE NO. 2010-09

AN ORDINANCE OF THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS, AMENDING SECTION 1D OF ARTICLE XIX OF THE RICHLAND CHAMBERS LAKESHORE AREA ZONING ORDINANCE TO CLARIFY A REFERENCE TO THE PROCEDURES GOVERNING APPLICATIONS FOR SPECIFIC USE PERMITS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, pursuant to the exercise of their local authority granted by the Texas Local Government Code (the "Code"), Chapter 231, Subchapter E, the voters of Navarro County have elected to permit the exercise of zoning authority within the Richland Chambers Lakeshore Area for the purpose of protecting public health, safety, welfare and morals; and,

WHEREAS, pursuant to such authority the Commissioners Court of Navarro County, Texas, has adopted the Lakeshore Area Zoning Ordinance of the County of Navarro, Texas, as amended; and,

WHEREAS, the Planning & Zoning Commissioners and County Commissioners of Navarro County have determined that it is necessary and appropriate to amend Section 1D of Article XIX of the Lakeshore Area Zoning Ordinance, governing applications for special exemptions for oil or gas wells subject to Statewide Rule 36, to clarify a reference to the procedures governing specific use permits.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS:

**SECTION 1.**

That Article XIX, Section 1D, of the Richland Chambers Lakeshore Area Zoning Ordinance is hereby amended to read as follows:

"Section 1D. Public Hearing and Notice.

- A. The Planning and Zoning Commission and the Commissioners Court shall each conduct a single public hearing on a proposal for Special Exception.
- B. Written notice of public hearings on a proposal for Special Exception shall be required in the same manner as provided by Article XIII of the Richland Chambers Lakeshore Area Zoning Ordinance, as amended, governing the application for a Specific Use Permit."



**SECTION 2.  
SEVERABILITY CLAUSE**

If any provision, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance shall not be affected thereby, it being the intent of the County in adopting this ordinance that no portion hereof or provision shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to this end, all provisions of this ordinance are declared to be severable.

**SECTION 3.  
CUMULATIVE CLAUSE**

This Ordinance shall be cumulative of all provisions of all ordinances of the County except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.



This ordinance shall be effective on Nov. 22, 2010,  
following its passage.

PASSED, APPROVED AND ADOPTED THIS 22 day of Nov. 2010.

[Signature]  
H. M. Davenport, County Judge

[Signature]  
Kit Herrington, Commissioner Precinct 1

[Signature]  
Faith Holt, Commissioner Precinct 2

[Signature]  
David (Butch) Warren, Commissioner Precinct 3

[Signature]  
James Olsen, Commissioner Precinct 4

ATTEST:

[Signature]  
Sherry Dowd, County Clerk





K/P

685

AFFIDAVIT SUBMITTED BY  
RUBY COKER  
NAVARRO COUNTY TREASURER

STATE OF TEXAS

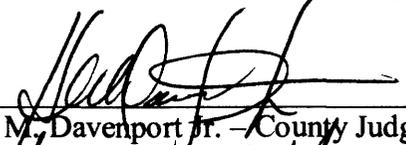
COUNTY OF NAVARRO

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

I, Ruby Coker, the Navarro County Treasurer, on this 22nd day of November, 2010 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October 31, 2010 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,545,523.29. Also, other assets totaling \$5,186,186.69 are being held by the Treasurer's office. The total interest for all accounts for the month of October, 2010 was \$2,880.96. The total disbursements for the month of October, 2010 were \$2,728,671.82. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 22nd day of November, 2010.

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

  
\_\_\_\_\_  
Faith Holt - Commissioner Pct 2

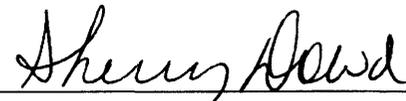
  
\_\_\_\_\_  
James Olsen - Commissioner Pct 4

  
\_\_\_\_\_  
Kit Herrington - Commissioner Pct 1

  
\_\_\_\_\_  
David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 22nd day of November, 2010 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



  
\_\_\_\_\_  
Sherry Dowd - Navarro County Clerk

#12

686

Navarro County  
 October  
 2011 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	12,561,014.00	0.00	0.00
Other	4,674,999.00	21,750.22	21,750.22
<b>Total</b>	<b>17,236,013.00</b>	<b>21,750.22</b>	<b>21,750.22</b>
<b>Expenditures</b>			
Commissioner's Court	80,160.00	6,924.38	6,924.38
Planning & Dev.	320,293.00	19,546.66	19,546.66
County Clerk	560,176.00	42,587.66	42,587.66
District Clerk	396,113.92	31,230.84	31,230.84
Veterans' Service	20,042.00	1,678.85	1,678.85
Non Departmental	1,935,026.00	59,682.99	59,682.99
Information Systems	90,038.00	18,134.76	18,134.76
HAVA	0.00	986.28	986.28
Elections	173,283.00	16,795.17	16,795.17
Courthouse	906,827.00	28,707.15	28,707.15
Extension	204,565.00	15,243.40	15,243.40
Historical Commission	5,500.00	0.00	0.00
County Judge	250,364.00	19,479.71	19,479.71
District Court	708,781.00	39,819.06	39,819.06
JP Pct 1	170,321.00	20,167.95	20,167.95
JP Pct 2	168,155.00	20,176.34	20,176.34
JP Pct 3	161,729.00	14,246.84	14,246.84
JP Pct 4	217,974.00	24,014.51	24,014.51
District Attorney	818,453.00	56,349.96	56,349.96
Law Library	5,402.00	116.74	116.74
County Auditor	445,980.00	50,343.48	50,343.48
County Treasurer	135,823.80	16,351.49	16,351.49
Tax Assessor/Collector	492,865.32	37,462.57	37,462.57
County Jail	4,919,028.00	348,835.93	348,835.93
Constable Pct 1	38,147.75	2,152.03	2,152.03
Constable Pct 2	32,006.00	1,926.63	1,926.63
Constable Pct 3	10,903.00	901.41	901.41
Constable Pct 4	36,116.00	2,430.62	2,430.62
Sheriff	3,052,625.32	210,589.02	210,589.02
Sheriff Communications	689,540.00	51,607.18	51,607.18
Highway Patrol	82,114.00	6,387.65	6,387.65
License & Weights	3,400.00	70.00	70.00
Emergency Mgt	53,600.00	5,216.14	5,216.14
CSCD	12,475.00	0.00	0.00
Juvenile Expenditures	108,937.00	4,625.96	4,625.96
Indigent Health	636,467.00	74,513.07	74,513.07
<b>Total</b>	<b>17,943,231.11</b>	<b>1,249,302.43</b>	<b>1,249,302.43</b>
<b>General Net</b>	<b>(707,218.11)</b>	<b>(1,227,552.21)</b>	<b>(1,227,552.21)</b>

687

Navarro County  
October  
2011 Financial Report  
by Fund

	Budget	Current Month	YTD
<b>Flood Control</b>			
<b>Revenues</b>			
Property Taxes	235,779.00	0.00	0.00
Other	2,000.00	0.00	0.00
Total	237,779.00	0.00	0.00
<b>Expenditures</b>	400,000.00	7,213.98	7,213.98
<b>Flood Control Net</b>	<b>(162,221.00)</b>	<b>(7,213.98)</b>	<b>(7,213.98)</b>
<b>Debt Service</b>			
<b>Revenues</b>			
Property Taxes	467,542.00	0.00	0.00
Other	500.00	0.00	0.00
Total	468,042.00	0.00	0.00
<b>Expenditures</b>	533,030.00	0.00	0.00
<b>Debt Svc. Net</b>	<b>(64,988.00)</b>	<b>0.00</b>	<b>0.00</b>
<b>Road &amp; Bridge Pct. 1</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	35.00	35.00
Total	1,065,307.00	10,494.95	10,494.95
<b>Expenditures</b>			
Personnel	449,795.00	32,856.49	32,856.49
Supplies	414,000.00	5,550.64	5,550.64
Other Svcs & Charges	105,300.00	2,591.96	2,591.96
Capital Outlay	95,192.00	7,698.60	7,698.60
Total	1,064,287.00	48,697.69	48,697.69
<b>R &amp; B #1 Net</b>	<b>1,020.00</b>	<b>(38,202.74)</b>	<b>(38,202.74)</b>
<b>Road &amp; Bridge Pct. 2</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	0.00	0.00
Total	1,065,307.00	10,459.95	10,459.95
<b>Expenditures</b>			
Personnel	529,653.00	41,074.33	41,074.33
Supplies	365,000.00	6,878.25	6,878.25
Other Svcs & Charges	404,100.00	867.82	867.82
Capital Outlay	66,608.00	5,550.65	5,550.65
Total	1,365,361.00	54,371.05	54,371.05
<b>R &amp; B # 2 Net</b>	<b>(300,054.00)</b>	<b>(43,911.10)</b>	<b>(43,911.10)</b>

688

Navarro County  
 October  
 2011 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>Road &amp; Bridge Pct. 3</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	10,459.95	10,459.95
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	1,000.00	0.00	0.00
Total	1,065,307.00	10,459.95	10,459.95
<b>Expenditures</b>			
Personnel	509,743.00	43,438.63	43,438.63
Supplies	474,000.00	4,373.24	4,373.24
Other Svcs & Charges	114,163.00	3,072.10	3,072.10
Capital Outlay	41,353.00	3,426.15	3,426.15
Total	1,139,259.00	54,310.12	54,310.12
<b>R &amp; B #3 Net</b>	<b>(73,952.00)</b>	<b>(43,850.17)</b>	<b>(43,850.17)</b>
<b>Road &amp; Bridge Pct. 4</b>			
<b>Revenues</b>			
Property Taxes	681,307.00	0.00	0.00
State of TX	23,000.00	0.00	0.00
Vehicle Registration	225,000.00	0.00	0.00
Fines & Forfeitures	135,000.00	0.00	0.00
Other	750.00	0.00	0.00
Total	1,065,057.00	0.00	0.00
<b>Expenditures</b>			
Personnel	488,905.00	37,737.08	37,737.08
Supplies	550,000.00	7,486.91	7,486.91
Other Svcs & Charges	102,750.00	2,414.08	2,414.08
Capital Outlay	54,468.00	1,622.32	1,622.32
Total	1,196,123.00	49,260.39	49,260.39
<b>R &amp; B # 4 Net</b>	<b>(131,066.00)</b>	<b>(49,260.39)</b>	<b>(49,260.39)</b>

689

#13

FY 2010  
CHAPTER 59 ASSET FORFEITURE REPORT  
BY LAW ENFORCEMENT AGENCY

Agency Name: NAVARRO COUNTY SHERIFF Reporting Period: 10/1/2009-9/30/2010  
 (local fiscal year)

Agency Mailing Address: 300 W. THIRD AVE., STE 10 example: 01/01/10 to 12/31/10,  
CORSICANA, TEXAS 75110 09/01/09 to 08/31/10 etc.

Phone Number: 903-654-3095

County: NAVARRO COUNTY

Email Address: khollomon@navarrocounty.org This should be a permanent agency email address

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....  
**Instructions:** Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g., the District Attorney's account. \$ 0.00

B) Seizures During Reporting Period:  
**Instructions:** Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... \$ 0.00

2) Amount seized and transferred to the District Attorney pending forfeiture..... \$ 2,153.00

C) Amount Returned to Defendants/Respondents (If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary)..... \$ 0.00

D) Ending Balance .....  
**Instructions:** Add lines A and B(1), subtract line C, put total in line D. \$ 2,153.00

II. FORFEITED FUNDS

A) Beginning Balance.....  
**Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. Do not include funds that have been forfeited but not yet received by your agency. \$ 143,903.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period.....  
**Instructions:** Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. \$ 38,104.00

C)	Interest Earned on Forfeited Funds During Reporting Period .....	\$	314.00
	<b>Instructions:</b> Enter amount of interest earned on funds in your agency's forfeiture account during the reporting period. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.		
D)	Proceeds Received by Your Agency From Sale of Forfeited Property.....	\$	0.00
	<b>Instructions:</b> Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.		
E)	Total Expenditures of Forfeited Funds During Reporting Period .....	\$	22,469.00
	<b>Instructions:</b> From Total on Section VI.		
F)	Ending Balance.....	\$	159,538.00
	<b>Instructions:</b> Add lines A through D, subtract line E, place total in line F.		

**III. OTHER PROPERTY**

**Instructions:** List the number of items seized for the following categories. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	RETURNED TO DEFENDANTS / RESPONDENTS	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	1			1
2) REAL PROPERTY (Count each parcel seized as one item)				
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)				
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)				
5) Other Property - Description: _____				
Other Property -Description: _____				
Other Property -Description: _____				

4.	Furniture.....	\$
5.	Software.....	\$
6.	Maintenance Costs.....	\$ 4,645.00
7.	Uniforms.....	\$ 792.00
8.	K9 Related Costs.....	\$
9.	Other (Provide Detail on Additional Sheet).....	\$
D)	Total Supplies Paid Out of Chapter 59 Funds.....	\$ 9,455.00
1.	Office Supplies.....	\$
2.	Cellular Air Time.....	\$ 9,455.43
3.	Internet.....	\$
4.	Other (Provide Detail on Additional Sheet).....	\$
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$
1.	In State Travel	
	a) Hotel.....	\$
	b) Air Fare.....	\$
	c) Meals (including per diem).....	\$
	d) Car Rental.....	\$
2.	Out of State Travel	
	a) Hotel.....	\$
	b) Air Fare.....	\$
	c) Meals (including per diem).....	\$
	d) Car Rental.....	\$
3.	Fuel.....	\$
4.	Parking.....	\$
5.	Other (Provide Detail on Additional Sheet).....	\$
F)	Total Training Paid Out of Chapter 59 Funds.....	\$
1.	Fees (Conferences, Seminars).....	\$
2.	Materials (Books, CDs, Videos, etc.).....	\$
3.	Other (Provide Detail on Additional Sheet).....	\$
G)	Total Investigative Costs Paid Out of Chapter 59 Funds.....	\$ 2,000.00
1.	Informant Costs.....	\$
2.	Buy Money.....	\$ 2,000.00
3.	Lab Expenses.....	\$
4.	Other (Provide Detail on Additional Sheet).....	\$

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount).....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount) .....
- E) Other (the number of items, not a currency amount) .....

**V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount).....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms ( the number of firearms, not a currency amount) .....
- E) Other (the number of items, not a currency amount) .....

**VI. EXPENDITURES**

**Instructions:** This category is for Chapter 59 expenditures SOLELY for law enforcement purposes - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

- A) Total Salaries Paid out of Chapter 59 Funds..... \$
- 1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)..... \$
- 2. Salary Budgeted Solely From Forfeited Funds..... \$
- 3. Number of employees Paid Using Forfeiture Funds .....
- B) Total Overtime Paid out of Chapter 59 Funds .....
- 1. For employees Budgeted by Governing Body..... \$
- 2. For Employees Budgeted Solely out of Forfeiture Funds..... \$
- 3. Number of employees Paid Using Forfeiture Funds.....
- C) Total Equipment Paid for with Chapter 59 Funds..... \$ 11,014.00
- 1. Vehicles..... \$
- 2. Computers..... \$
- 3. Firearms, Vests, Personal Equipment .....

H)	Total Prevention / Treatment Programs/ Financial Assistance (pursuant to Articles 59.06 (h), (l), (j), (n)).....	\$
I)	Total Facility Costs Paid Out of Chapter 59 Funds.....	\$
	1. Building Purchase.....	\$
	2. Lease Payments.....	\$
	3. Remodeling.....	\$
	4. Maintenance Costs.....	\$
	5. Utilities.....	\$
	6. Other (Provide Detail on Additional Sheet).....	\$
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds.....	\$
	1. Court Costs.....	\$
	2. Filing Fees.....	\$
	3. Insurance.....	\$
	4. Witness Fees.....	\$
	5. Audit Costs and Fees.....	\$
	6. Other (Provide Detail on Additional Sheet).....	\$
K)	Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report).....	\$
L)	TOTAL EXPENDITURES.....	\$ 22,469.00

**NOTE: BOTH CERTIFICATIONS NEED TO BE COMPLETED, unless your agency is not governed by a Commissioner's Court or City Council. Then only the Agency Head Certification needs to be completed.**

**CERTIFICATION**

COUNTY JUDGE or MAYOR  
(Printed Name):

H.M. DAVENPORT, JR., NAVARRO COUNTY JUDGE

SIGNATURE:

DATE:

NOVEMBER 22, 2010

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov., 2010.



*Sherry Dowd*  
Notary Public in and for the State of Texas  
Clerk of the Court

**CERTIFICATION**

AGENCY HEAD (Printed Name):

LESLIE COTTEN, NAVARRO COUNTY SHERIFF

SIGNATURE:

*Leslie Cotten*

DATE:

NOVEMBER 22, 2010

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov, 20 10.

*Sherry Dowd*

Notary Public in and for the State of Texas  
Clerk of the Court

**RETURN COMPLETED FORM TO:**

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_

DATE OF SEIZURE: \_\_\_\_\_

PROPERTY SEIZED: \_\_\_\_\_

DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_

AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_

REASON RETURNED: \_\_\_\_\_

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_

DATE OF SEIZURE: \_\_\_\_\_

PROPERTY SEIZED: \_\_\_\_\_

DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_

AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_

REASON RETURNED: \_\_\_\_\_

**SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS**

CAUSE OR CASE NUMBER: \_\_\_\_\_

DATE OF SEIZURE: \_\_\_\_\_

PROPERTY SEIZED: \_\_\_\_\_

DATE FUNDS OR PROPERTY RETURNED: \_\_\_\_\_

AMOUNT RETURNED OR PROPERTY RETURNED: \_\_\_\_\_

REASON RETURNED: \_\_\_\_\_

#14

696

FY 2010 Chapter 59 Asset Forfeiture Report  
by Attorney Representing the State  
(Multi-County Jurisdiction)

Agency Name: NAVARRO COUNTY DISTRICT ATTORNEY Reporting Period: 10/1/2009 - 9/30/2010  
(example: 9/1/09- 08/31/10)

Agency Mailing Address: 300 W. THIRD AVE., STE. 10  
CORSICANA, TEXAS 75110

County: NAVARRO (If multi-county district, list all counties within jurisdiction)

Phone number: 903-654-3095

Email Address khollomon@navarrocounty.org (This should be a permanent agency email address)

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO NEAREST WHOLE DOLLAR

I. SEIZED FUNDS

A) Beginning Balance .....	<b>Instructions:</b> Include total amount of seized funds on hand (in your agency's possession) at the beginning of the reporting period including interest. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. Do not include funds that are in an account held by another agency, e.g. a police department's account.	<u>\$ 115,914.00</u>
B) Seizures During Reporting Period:		
1) Amount Seized By Employees of Your Agency.....	<b>Instructions:</b> Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.	<u>\$ 0.00</u>
2) Amount Seized by Other Agencies .....	<b>Instructions:</b> Include only amounts seized by other agencies in your jurisdiction and which have been transferred to your office for custody pending forfeiture.	<u>\$ 59,874.00</u>
C) Forfeiture Petitions Filed For All Agencies You Represent .....	<b>Instructions:</b> Enter the total amount of seized funds for which forfeiture petitions were filed during the reporting period. Do not include amounts seized if a petition has not been filed. Note: this may include all or part of the funds listed in B above due to the 30 day limitations period on filing petitions. (This should be a currency amount, for example \$1,000).	<u>\$ 59,874.00</u>
D) Forfeitures Pending For All Agencies You Represent .....	<b>Instructions:</b> Enter the total amount of seized funds at the end of the reporting period where a forfeiture petition has been filed but no final judgment has been entered. Include amounts subject to petitions filed in prior reporting periods. (This should be a currency amount, for example \$1,000).	<u>\$ 3,769.00</u>
E) Interest Earned on Seized Funds During Reporting Period .....	<b>Instructions:</b> Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.	<u>\$ 0.00</u>
F) Amount Returned To Defendants .....	<b>Instructions:</b> If seized funds are returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.	<u>\$ 7,584.00</u>

G) Ending Balance.....  
**Instructions:** Add lines A, B(1), B(2) and E, subtract line F, place total in line G. \$ 168,204.00

**II. FORFEITED FUNDS**

A) Beginning Balance.....  
**Instructions:** Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at the beginning of the reporting period including interest. Do not include funds that have been forfeited but have not yet been received by your agency. \$ 74,851.00

B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement.....  
**Instructions:** Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment. \$ 164,435.00

1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement.....  
**Instructions:** Do not include amounts forfeited but not yet transferred to these agencies. Include interest that has been forfeited as part of the judgment. \$ 113,214.00

2) Amount Forfeited and Received by Your Agency.....  
**Instructions:** Do not include amounts forfeited but not yet received by your agency. Do not include amounts awarded to other agencies. Include interest that was forfeited as part of the judgment. \$ 51,221.00

C) Interest Earned on Forfeited Funds During Reporting Period.....  
**Instructions:** Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest amounts that were reported in line B2 above. Do not include interest earned if funds are on deposit in an account that does not belong to your agency. \$ 328.00

D) Proceeds Received by Your Agency From Sale of Forfeited Property.....  
**Instructions:** Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary. \$ 0.00

E) Total Expenditures of Forfeited Funds During Reporting Period.....  
**Instructions:** From Total on Section VI. \$ 11,825.00

F) Amount deposited to State Treasury to the Credit of the General Revenue Fund Due to Lack of Local Agreement (Art. 59.06 (a)).....  
\$ 0.00

G) Ending Balance.....  
**Instructions:** Add lines A, B(2), C and D, subtract lines E and F, place total in line G \$ 114,575.00

**III. OTHER PROPERTY**

**Instructions:** List the number of cases filed, pending, or disposed for the following categories. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold list under "Proceeds Received by Your Agency from Sale of Forfeited Property" in Section II (D) in the reporting year in which the proceeds are received. If property is returned to Defendants/Respondents please complete Schedule A for each case in which this applies. Make copies of the schedule and add additional sheets as necessary.

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (Count each parcel seized as one item)	COMPUTERS (Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER (Include description)
Pending for all agencies at beginning of reporting period:					
Seized by your agency during reporting period:					
New petitions filed for all agencies during reporting period:					
Forfeited to your agency during reporting period:					
Put into service by your agency during reporting period:					
Pending for all agencies at end of reporting period:					

**IV. FORFEITED PROPERTY RECEIVED FROM ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....
- B) Real Property (the number of separate parcels of property, not a currency amount).....
- C) Computers (the number of computers, not a currency amount).....
- D) Firearms (the number of firearms, not a currency amount).....
- E) Other (the number of items not a currency amount).....

**V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY**

**Instructions:** Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

- A) Motor Vehicles (the number of vehicles, not a currency amount) .....

- B) Real Property (the number of separate parcels of property, not a currency amount)..... \_\_\_\_\_
- C) Computers (the number of computers, not a currency amount)..... \_\_\_\_\_
- D) Firearms (the number of firearms, not a currency amount)..... \_\_\_\_\_
- E) Other (the number of items not a currency amount)..... \_\_\_\_\_

**VI. EXPENDITURES**

**Instructions:** This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other Category.

A)	Total Salaries Paid out of Chapter 59 Funds.....	\$	_____
	1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements).....	\$	_____
	2. Salary Budgeted Solely From Forfeited Funds.....	\$	_____
	3. Number of employees Paid Using Forfeiture Funds .....		_____
B)	Total Overtime Paid out of Chapter 59 Funds.....	\$	_____
	1. For employees Budgeted by Governing Body.....	\$	_____
	2. For Employees Budgeted Solely out of Forfeiture Funds.....	\$	_____
	3. Number of employees Paid Using Forfeiture Funds.....		_____
C)	Total Equipment Paid for with Chapter 59 Funds.....	\$	7,113.00
	1. Vehicles.....	\$	_____
	2. Computers.....	\$	6,548.00
	3. Firearms, Vests, Personal Equipment .....	\$	565.00
	4. Furniture.....	\$	_____
	5. Software.....	\$	_____
	6. Maintenance Costs.....	\$	_____
	7. Uniforms.....	\$	_____
	8. K9 Related Costs .....	\$	_____
	9. Other (Provide Detail on Additional Sheet).....	\$	_____
D)	Total Supplies Paid Out of Chapter 59 Funds .....	\$	_____
	1. Office Supplies .....	\$	_____
	2. Cellular Air Time .....	\$	_____
	3. Internet .....	\$	_____
	4. Other (Provide Detail on Additional Sheet) .....	\$	_____
E)	Total Travel Paid Out of Chapter 59 Funds.....	\$	697.00
	1. In State Travel .....	\$	_____

	a) Hotel .....	\$	454.00
	b) Air Fare .....	\$	
	c) Meals (including per diem) .....	\$	243.00
	d) Car Rental .....	\$	
2.	Out of State Travel		
	a) Hotel .....	\$	
	b) Air Fare .....	\$	
	c) Meals (including per diem) .....	\$	
	d) Car Rental .....	\$	
3.	Fuel .....	\$	
4.	Parking .....	\$	
5.	Other (Provide Detail on Additional Sheet) .....	\$	
F)	Total Training Paid Out of Chapter 59 Funds .....	\$	1,314.00
1.	Fees (Conferences, Seminars) .....	\$	1,314.00
2.	Materials (Books, CDs, Videos, etc.) .....	\$	
3.	Other (Provide Detail on Additional Sheet) .....	\$	
G)	Total Investigative Costs Paid Out of Chapter 59 Funds .....	\$	
1.	Informant Costs .....	\$	
2.	Buy Money .....	\$	
3.	Lab Expenses .....	\$	
4.	Other (Provide Detail on Additional Sheet) .....	\$	
H)	Total Prevention / Treatment Programs / Financial Assistance (pursuant to Articles 59.06 (h), (i), (j), (n)) .....	\$	
I)	Total Facility Costs Paid Out of Chapter 59 Funds .....	\$	
1.	Building Purchase .....	\$	
2.	Lease Payments .....	\$	
3.	Remodeling .....	\$	
4.	Maintenance Costs .....	\$	
5.	Utilities .....	\$	
6.	Other (Provide Detail on Additional Sheet) .....	\$	
J)	Total Miscellaneous Fees Paid Out of Chapter 59 Funds .....	\$	2,701.00
1.	Court Costs .....	\$	2,701.00
2.	Filing Fees .....	\$	
3.	Insurance .....	\$	

4.	Witness Fees .....	\$ _____
5.	Audit Costs and Fees .....	\$ _____
6.	Other (Provide Detail on Additional Sheet) .....	\$ _____
K)	Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report).....	\$ _____
L)	TOTAL EXPENDITURES.....	\$ <u>11,825.00</u>

**BOTH THE COMMISSIONERS COURT AND ATTORNEY REPRESENTING THE STATE  
CERTIFICATIONS NEED TO BE COMPLETED**

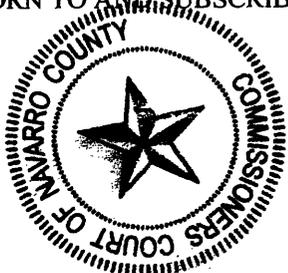
**NOTE: ART. 5.06(g)(1)** requires the Commissioners Court to perform the audit. Therefore, each Commissioners Court in a Multi-County jurisdiction is required to perform the audit. For convenience, this form allows for certification by all counties in a multi-county jurisdiction

**CERTIFICATION**

COUNTY JUDGE (Printed Name): H.M. DAVENPORT, JR. NAVARRO COUNTY JUDGE  
SIGNATURE: *[Handwritten Signature]*  
COUNTY: NAVARRO  
DATE: NOVEMBER 22, 2010

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov, 2010.



*[Handwritten Signature]*  
Notary Public in and for the State of Texas  
Clerk of the Court

**CERTIFICATION**

COUNTY JUDGE (Printed Name): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_

DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name): H. M. DAVEY, Jr  
SIGNATURE: [Signature]  
COUNTY: NAVARRO  
DATE: 11-22-10

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name): \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

COUNTY JUDGE (Printed Name): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COUNTY: \_\_\_\_\_

DATE: \_\_\_\_\_

I swear or affirm that the Commissioners Court has conducted the audit required in Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, I believe that the asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CERTIFICATION**

ATTORNEY REPRESENTING THE STATE (Printed Name):

~~ROBERT THOMPSON~~ NAVARRO COUNTY DISTRICT ATTORNEY

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOVEMBER 22, 2010

I swear or affirm, under penalty of perjury, that I have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all information required under Article 59.06 of the Code of Criminal Procedure. I further swear or affirm that all expenditures reported herein were lawful and proper, and were made in accordance with Texas law.

SWORN TO AND SUBSCRIBED before me this 22 day of Nov., 20 10.

Sherry Dowd  
Notary Public in and for the State of Texas  
Clerk of the Court

**RETURN COMPLETED FORM TO:**

Office of the Attorney General  
Criminal Prosecutions Division  
P.O. Box 12548  
Austin, TX 78711-2548  
Attn: Kent Richardson  
(512)936-1348  
FAX (512)494-8283  
E-mail: [kent.richardson@oag.state.tx.us](mailto:kent.richardson@oag.state.tx.us)

[rence.gray@oag.state.tx.us](mailto:rence.gray@oag.state.tx.us)



SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 09-18026-CV  
DATE OF SEIZURE: MARCH 5, 2009  
PROPERTY SEIZED: \$29,419.00  
DATE FUNDS OR PROPERTY RETURNED: JANUARY 20, 2010  
AMOUNT RETURNED OR PROPERTY RETURNED: \$5,388.00  
REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 07-16274-CV  
DATE OF SEIZURE: MAY 14, 2007  
PROPERTY SEIZED: \$1,425.00  
DATE FUNDS OR PROPERTY RETURNED: JANUARY 20, 2010  
AMOUNT RETURNED OR PROPERTY RETURNED: \$425.00  
REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 06-15250-CV  
DATE OF SEIZURE: MAY 17, 2006  
PROPERTY SEIZED: \$3,102.00  
DATE FUNDS OR PROPERTY RETURNED: JANUARY 29, 2010  
AMOUNT RETURNED OR PROPERTY RETURNED: \$1,551.00  
REASON RETURNED: AGREED JUDGMENT

SCHEDULE A  
SEIZED FUNDS AND PROPERTY RETURNED  
TO DEFENDANTS / RESPONDENTS

CAUSE OR CASE NUMBER: 09-18309-CV

DATE OF SEIZURE: JUNE 11, 2009

PROPERTY SEIZED: \$3,220.00

DATE FUNDS OR PROPERTY RETURNED: FEBRUARY 16, 2010

AMOUNT RETURNED OR PROPERTY  
RETURNED: \$220.00

REASON RETURNED: STATE ONLY FILED FOR AND THE COURT ONLY  
ORDERED, FORFEITURE OF \$3,000.00

#18

707



Commercial Service Order & Agreement v1.11 (7/26/2009)

Account Rep	Jacklyn Hernandez	System Address
Phone Number	800-490-9604 ext 2023	
Fax Number	866-674-1308	

Customer Information		Authorized Customer Representative	
Legal Company Name	North Texas Hidta	Full Name	Scotty Williams
Street Address	3301 Golden Rd STE 101	Telephone	(903) 594-3513
City/State/Zip	Tyler, TX 75701	Fax	
Billing Address		Additional Contact Number	
City/State/Zip		Email Address	nthidta2003@yahoo.com
Federal Tax ID	75	Account Number	100-7089269-02
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)		Requested Delivery Date:	

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
Advanced 12Mbs/2Mbs	1	\$199.95	12 Months	\$199.95	
Basic	1	\$29.99	12 Months	\$29.99	
Expanded Basic	1	\$34.00	12 Months	\$34.00	
<b>Totals</b>				\$263.94	\$175.00

\*download and upload speeds are maximum speeds; they may vary and are not guaranteed

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

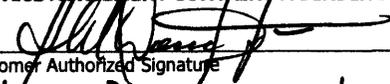
For phone customers: change my local and my intrastate and interstate long distance services provider to Suddenlink Communications

Special Conditions (for point to point services, include the addresses of both circuit termination locations)

Promotion Details

**NOTICE REGARDING 911 SERVICES**  
 While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing below; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) **you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

  
 Customer Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 H.M. DAVENPORT, Jr. \_\_\_\_\_ Title \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Cequel Communications, LLC dba Suddenlink Communications, \_\_\_\_\_ Date \_\_\_\_\_  
 on behalf of its affiliates providing services hereunder ("Suddenlink") \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

**Commercial Service Agreement**

**TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):**

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and Suddenlink equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at [www.Suddenlink.com](http://www.Suddenlink.com)

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the term set forth Commercial Service Order. Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with Section 12 of this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment. Service and Installation.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party. Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards; however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for services provided hereunder ("Services") shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services, including broadcast surcharges. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's Customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of an administrative fee ("Administrative Fee") in accordance with applicable law.

4. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances.

5. **Term. Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the Agreement Term set forth on the Service Order. If a Service Order does not specify a term of service, the Agreement Term shall be one (1) year from the date that any Service

commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the

then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time therein, Suddenlink may, modify the charges for Phone, High Speed Internet and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the term shown on the Commercial Service Order (the "Term"), or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

6. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

7. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT

ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

9. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING

WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

10. **Indemnity.** Customer shall indemnify and hold Suddenlink and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of or related in any way to Customer's use of the Service, any other person's use of the Customer's account, the placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises including without limitation (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's use of the Service including the registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any malicious act or act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Suddenlink AUP.

11. **Miscellaneous.** This Agreement, any document referenced herein, and the AUP constitute the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Suddenlink may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of New York. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver

of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

12. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to provide the Services herein.

13. **ARBITRATION.** CUSTOMER AND SUDDENLINK AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING ANY OF ITS COMPONENTS, THE SERVICES OR EQUIPMENT PROVIDED BY SUDDENLINK OR ANY ORAL OR WRITTEN STATEMENTS, ADVERTISEMENTS OR PROMOTIONS RELATING TO THIS AGREEMENT OR TO THE SERVICES OR EQUIPMENT (COLLECTIVELY, "CLAIM") SHALL BE RESOLVED THROUGH ARBITRATION. ALL ARBITRATION SHALL BE INITIATED AND CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES AND MEDIATION PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AAA SHALL APPOINT THE ARBITRATOR. ARBITRATION MUST BE INITIATED BY CUSTOMER WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO THE DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE INITIATED WITHIN THIRTY (30) DAYS). CUSTOMER WAIVES ANY CLAIM NOT FILED IN ACCORDANCE WITH THE PREVIOUS SENTENCE. THE PARTY INITIATING ARBITRATION SHALL GIVE NOTICE TO THE OTHER PARTY BY MAILING A COPY OF THE REQUEST FOR ARBITRATION TO THE OTHER PARTY AT THE ADDRESSES ON THE SERVICE ORDER. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR THROUGH A REPRESENTATIVE, UNLESS APPLICABLE STATE LAW MANDATES OTHERWISE. ARBITRATION OF CLAIMS WILL BE CONDUCTED IN SUCH FORUM AND PURSUANT TO SUCH LAWS AND RULES RELATED TO COMMERCIAL ARBITRATION IN THE STATE OF NEW YORK THAT ARE IN EFFECT ON THE DATE OF THE NOTICE TO ARBITRATE.