

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 28TH DAY OF FEBRUARY, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, AND DAVID WARREN

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER HERRINGTON
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

- MOTION TO APPROVE CONSENT AGENDA 5-6 BY HERRINGTON SEC
BY WARREN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETINGS OF
FEBRUARY 14TH, 2011, AND FEBRUARY 23TH, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, AND PAYROLL
PAID 02/14/2011 & 2/28/2011), INDIGENT BILLS (PAID 2/23/2011)

REGULAR AGENDA

7. BURN BAN-NO ACTION TAKEN
8. MOTION TO APPROVE GOVDEALS.COM AS SALVAGE AUCTION
BY WARREN SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED
9. MOTION TO APPROVE CERTIFICATE OF COURSE COMPLETION ON
THE OPEN MEETINGS ACT, PUBLIC INFORMATION ACT, AND PUBLIC
FUNDS INVESTMENT ACT (PFIA), FRANK HULL BY HERRINGTON
SEC BY WARREN **TO WIT PG 4-8**
ALL VOTED AYE MOTION CARRIED

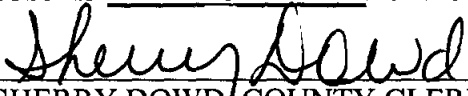
10. MOTION TO APPROVE TREASURER'S MONTHLY REPORT, FRANK HULL BY MARTIN SEC BY WARREN **TO WIT PG 9**
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE RESOLUTION AMENDING THE NAVARRO COUNTY 2010 INVESTMENT POLICY TO ALLOW THE COMMISSIONERS COURT TO ADOPT A PROCEDURE APPROVING THE SUBSTITUTION OR REPLACEMENT FOR BANK DEPOSITORY COLLATERAL HELD ON BEHALF OF NAVARRO COUNTY BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE THE NAVARRO COUNTY 2010 INVESTMENT POLICY TO AUTHORIZE THE INVESTMENT OFFICERS TO APPROVE THE SUBSTITUTION OR THE REPLACEMENT OF THE DEPOSITORY BANK COLLATERAL BY JUDGE DAVENPORT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE RESOLUTION AMENDING THE NAVARRO COUNTY 2010 INVESTMENT POLICY TO CLARIFY CERTAIN LANGUAGE IN INVESTMENT POLICY BY MARTIN SEC BY HERRINGTON **TO WIT PG 10**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE PRICE OF ROAD MATERIAL FROM LONESTAR AGGREGATE FROM \$8.80 TO \$8.55 A TON BY HERRINGTON SEC BY WARREN **TO WIT PG 11-12**
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE DECLARING A 2003 FORD CROWN VICTORIA AS SALVAGE. VIN#2FAFP71W03X148883. THIS VEHICLE WILL BE CRUSHED AND SOLD AS SCRAP METAL BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE ACCEPTING THE NAVARRO COUNTY SHERIFF'S OFFICE RACIAL PROFILING REPORT FOR THE CALENDAR YEAR 2010 BY HERRINGTON SEC BY WARREN **TO WIT PG 13-16**
ALL VOTED AYE MOTION CARRIED
17. MOTION TO ACCEPT RACIAL PROFILING REPORT FROM PRECINCT 1 CONSTABLE MIKE DAVIS BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 17-21**

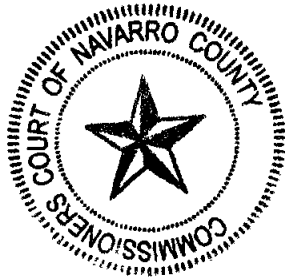
18. MOTION TO ACCEPT RACIAL PROFILING REPORT FOR PRECINCT 4
CONSTABLE TOMMY GRANT (PRESENTED BY MIKE DAVIS) BY
MARTIN SEC BY WARREN **TO WIT PG 22-26**
ALL VOTED AYE MOTION CARRIED
19. MOTION TO APPROVE AGREEMENT FOR LICENSE ADJACENT TO OR
CROSSING COUNTY ROADS SW CR 4011, SW CR 4012, SW CR 4030
(PCT3) BY WARREN SEC BY MARTIN **TO WIT PG 27-56**
ALL VOTED AYE MOTION CARRIED
20. MOTION TO APPROVE APPOINTING SUSAN REDDER TO THE
NAVARRO COUNTY CHILD WELFARE BOARD BY HERRINGTON
SEC BY WARREN **TO WIT PG 57**
ALL VOTED AYE MOTION CARRIED
21. MOTION TO APPROVE TAX REPORT FOR JANUARY 2011, RUSSELL
HUDSON BY HERRINGTON SEC BY MARTIN **TO WIT PG 58-62**
ALL VOTE AYE MOTION CARRIED
22. MOTION TO APPROVE ACCEPTING PAYMENT IN LIEU OF TAXES
FROM THE DAWSON HOUSING AUTHORITY IN THE AMOUNT OF
\$3827.88 BY MARTIN SEC BY WARREN **TO WIT PG 63**
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE ACCEPTING PAYMENT IN LIEU OF TAXES
FROM THE CORSICANA HOUSING AUTHORITY IN THE AMOUNT OF
\$7825.29 BY WARREN SEC BY MARTIN **TO WIT PG 64**
ALL VOTED AYE MOTION CARRIED
24. DISCUSSION OF STATUS OF NECR 0070 –DISCUSSION ONLY
25. MOTION TO APPROVE BUDGET ADJUSTMENT IN THE AMOUNT OF
\$130,000 FROM VARIOUS EXPENSE ACCOUNTS TO
INTERGOVERNMENTAL TRANSFER UPL (101-630-484) WITHIN IHC
DEPARTMENT BY MARTIN SEC BY HERRINGTON **TO WIT PG 65**
ALL VOTED AYE MOTION CARRIED
26. MOTION TO APPROVE ASSISTANT AUDITORS JUNEFE BEARD,
NATALIE ROBINSON AND GLORIA TURNER AS AUTHORIZED
SIGNERS ON ACCOUNTS AT PROSPERITY BANK BY WARREN SEC BY
HERRINGTON **TO WIT PG 65A-65B**
ALL VOTED AYE MOTION CARRIED

27. MOTION TO APPROVE ASSISTANT AUDITORS TERRI GILLEN AND JEANNIE KEENEY AS AUTHORIZED BENEFITS ADMINISTRATORS FOR TCDRS BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
28. MOTION TO APPROVE RESERVATION SYSTEM PARTICIPANT (RSP) AGREEMENT WITH TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS #2010-0039 BY JUDGE DAVENPORT SEC BY WARREN
TO WIT PG 66-91
ALL VOTED AYE MOTION CARRIED
29. MOTION TO ADJOURN BY MARTIN 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 FEBRUARY 28TH, 2011.

SIGNED 28 DAY OF FEBRUARY 2011.


SHERRY DOWD, COUNTY CLERK



#9

Investment Training

Attached are certificates attesting that I have received ten hours of training under the

PUBLIC FUNDS INVESTMENT ACT (PFIA)

as required by Statutes:

Texas Government Code Chapter 2256, Sec. 2256.008.



Frank Hull

2/23/11

Copies attached

5
University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

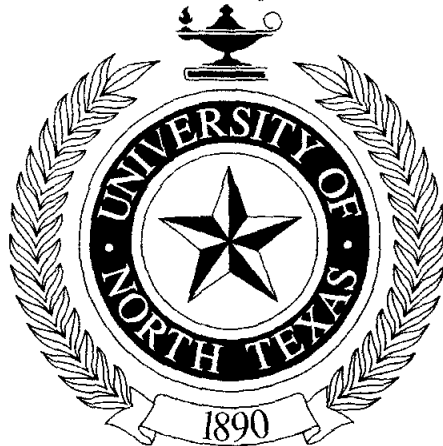
Co-Sponsored by McLennan Community College

Certificate of Attendance

presented to

Frank Hull

**For completion of five hours of training on the Texas Public Funds Investment Act
and related investment issues**



February 08, 2011

Waco, Texas

Patrick Shinkle

Patrick Shinkle

Center for Public Management

CPE Sponsor 007716

6
University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

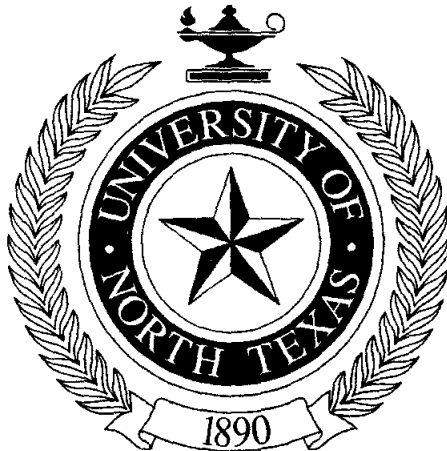
Co-Sponsored by McLennan Community College

Certificate of Attendance

presented to

Frank Hull

For completion of five hours of training on the Texas Public Funds Investment Act
and related investment issues



February 07, 2011

Waco, Texas

Patrick Shinkle

Patrick Shinkle

Center for Public Management

CPE Sponsor 007716

CERTIFICATE *of* COURSE COMPLETION

Public Information Act

I, **Frank L. Hull III**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 4th day of January, 2011.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 11-137348P

CERTIFICATE *of* COURSE COMPLETION

Open Meetings Act

I, **Frank L. Hull III**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 4th day of January, 2011.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 11-137344M

#10

9

AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS

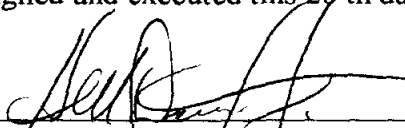
COUNTY OF NAVARRO

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 Richard Martin, Commissioner Pct. #2, Honorable David Warren, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.


I, Frank Hull, the Navarro County Treasurer, on this 28th day of February, 2011 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on January 31, 2011 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 4,952,176.02. Also, other assets totaling \$ 7,519,324.80 are being held by the Treasurer's office. The total interest for all accounts for the month of January, 2011 was \$ 2982.54. The total disbursements for the month of were \$ 3,115,294.23. 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.

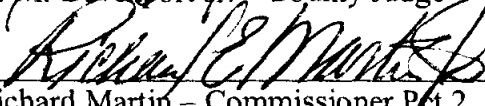
Signed and executed this 28th day of February, 2011.



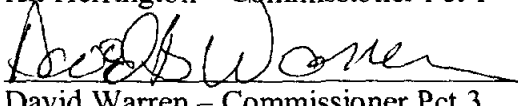
H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



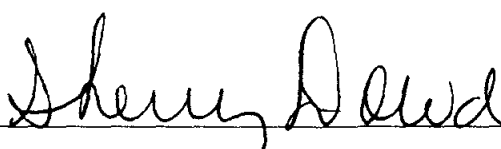
Richard Martin - Commissioner Pct 2



David Warren - Commissioner Pct 3

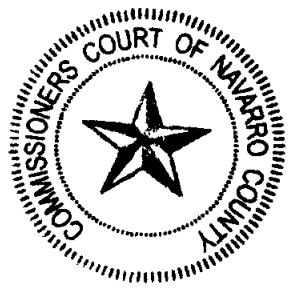
James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 28th day of February, 2011 by H. M. Davenport, Jr., Kit Herrington, Dick Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



Sherry Dowd - Navarro County Clerk

ATTEST



#13

STATE OF TEXAS
COUNTY OF NAVARRO

RESOLUTION

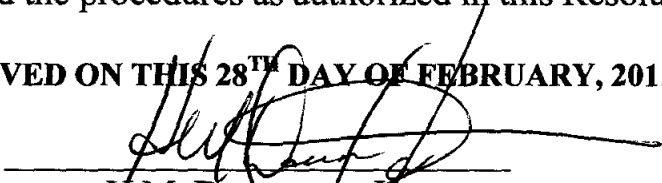
A RESOLUTION OF DESIGNATION OF COUNTY INVESTMENT OFFICERS
TO MANAGE DEPOSITORY BANK COLLATERAL TRANSACTIONS

WHEREAS, In accordance with the Texas Local Government Code Chapter 116, section 116.082, subdivision (A(1) & (A(2)) allows the Commissioners Court to adopt a procedure to approve Depository Bank to substitute or replacement security (collateral) being held to collateralize County funds and designate a county employee or official to approve the substitute or replacement security under the procedure adopted under subdivision 1.

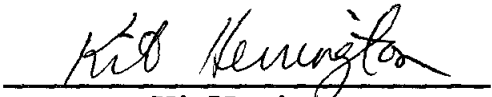
WHEREAS, in the administration of the duties of managing Depository Bank Collateral or securities, the Investment Officers shall exercise the judgment and care, under prevailing circumstances that a prudent person would exercise. The Navarro County Commissioner Court retains ultimate responsibility as fiduciaries of the assets of the entity.

NOW, THEREFORE BE IT RESOLVED, that the Navarro County Commissioners Court does hereby designate the Treasurer, Frank L. Hull, and the County Auditor, Kathy B. Hollomon, as the authorized appointees to be responsible for managing the Depository Bank Securities being held as collateral for Navarro County deposits consistent with the Navarro County Investment Policy and the procedures as authorized in this Resolution.

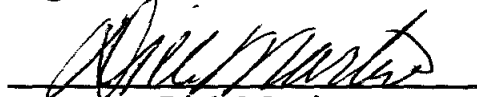
PASSED AND APPROVED ON THIS 28TH DAY OF FEBRUARY, 2011.



H.M. Davenport, Jr.
Navarro County Judge



Kit Herrington
Commissioner, Precinct 1



Dick Martin
Commissioner, Precinct 2



David Warren
Commissioner, Precinct 3



James Olsen
Commissioner, Precinct 4

NAVARRO COUNTY, TEXAS
BID TABULATION
BID NO. 2011-R-006 ANNUAL CONTRACT
ROAD AND BASE MATERIALS

(Material picked up at pit/plant) VENDOR	HOT OIL SAND	HOT MIX	HOT MIX COLD LAID	CATIONIC EMULSION	FLEX BASE A/1/2	FLEX BASE A/2/2	WASTE	TYPE "C" ROCK	TYPE "D" ROCK	GRADE 3 COVER STONE	PEA GRAVEL	DIRTY ROCK	3/8 LIGHT WEIGHT AGGR	OTHER (See Notes Below)
Apac/Armor Materials	53.00	60.00	62.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	8.00	-	-	6.25	-	-	ii
Congress/Union	-	-	-	-	-	-	-	8.00	-	-	8.00	8.00	-	iii
Ergon Asphalt	-	-	-	464.30	-	-	-	-	-	-	-	-	-	iv
Hanson Aggregates	-	-	-	-	-	-	-	-	-	-	-	-	-	v
Knife River Corp	-	56.00	100.00	-	-	5.55	14.00	-	-	-	6.75	-	-	vi
Lone Star Aggregates	-	-	-	-	-	8.55	-	-	8.80	13.00	-	-	-	vii
TXI	-	-	-	-	-	-	-	-	-	35.00	-	-	20.00	viii
Vulcan Materials	-	-	70.00	-	7.30	7.00	-	20.00	20.00	-	-	-	-	-
(Material delivered)														
PCT 1														
Apac/Armor Materials	57.00	64.00	66.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	13.50	-	-	11.75	-	-	-
Ergon Asphalt	-	-	-	490.29	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	12.25	-	-	12.50	18.00	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	38.00	-	-	23.00	-
Vulcan Materials	-	-	-	-	15.70	15.70	-	28.70	28.70	-	-	-	-	-
(Material delivered)														
PCT 2														
Apac/Armor Materials	58.00	65.00	67.00	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	15.50	-	-	13.75	-	-	-
Ergon Asphalt	-	-	-	490.91	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	13.75	-	-	14.00	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08	-	-	24.08	-
Vulcan Materials	-	-	-	-	17.30	17.30	-	30.30	30.30	-	-	-	-	-
(Material delivered)				Richland / Dawson				Richland / Dawson		Richland / Dawson	Richland / Dawson		Richland / Dawson	
Apac/Armor Materials	59.50	66.50	68.50	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	15.25/14.00	-	-	13.50/12.25	-	-	-
Ergon Asphalt	-	-	-	490.91/489.05	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	12.50	-	-	12.75	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08/36.84	-	-	24.08/21.84	-
Vulcan Materials	-	-	-	-	14.00	13.90	-	26.90	26.90	-	-	-	-	-

12

**NAVARRO COUNTY, TEXAS
 BID TABULATION
 BID NO. 2011-R-006 ANNUAL CONTRACT
 ROAD AND BASE MATERIALS**

(Material delivered) PCT 4														
Apac/Armor Materials	59.50	66.50	68.50	-	-	-	-	-	-	-	-	-	-	-
Bowles Sand & Gravel	-	-	-	-	-	-	-	13.00	-	-	11.25	-	-	-
Ergon Asphalt	-	-	-	490.29	-	-	-	-	-	-	-	-	-	-
Lone Star Aggregates	-	-	-	-	-	12.75	-	-	13.00	18.25	-	-	-	-
TXI	-	-	-	-	-	-	-	-	-	39.08	-	-	24.08	-
Vulcan Materials	-	-	-	-	16.60	16.60	-	29.60	29.60	-	-	-	-	-

Awarded to all Bidders

* Lone Star's pricing revisions

Prices shown are per ton unless otherwise specified.

(1) Alternate Materials Bid - Bid Response Attached

i. Arnold Crush Stone

- 1" Flexbase Blum Plant \$4.00 per/ton FOB Blum Plant
- 3x5 oversize Blum Plant \$6.50 per/ton FOB Blum Plant
- 3/8 Minus Blum Plant \$3.00 per/ton FOB Blum Plant

ii. Bowles Sand&Gravel

- Concrete Sand = \$6.50/tn
- Road Base = Pit Run = \$7.50/tn
- Top Soil = \$2.00/tn
- Screened Top Soil = \$3.50/tn

iii. Congress/Union

Chat - 1/4" gravel/sand mix, traction on muddy or icy roads

iv. Ergon Asphalt

- Full load = 5,500gal. Freight based on full load even if less is needed
- Demurrage = \$80.00/hr after 2nd hour- Return freight = 1/2 outgoing tariff
- Pump & Hose charge = \$80.00/per load

v. Hason Aggregates

	2" Minus Base - per/ton	
	Material Only	5.5
	Delivered to road	Barn
PCT 1	14.03	12.01
PCT 2	14.34	13.56
PCT 3	12.48	10.65
PCT 3	15.42	13.72

vi. Knife River

FOB plant

1x3 Rip Rap	16.50/per ton
3x5 Rip Rap	16.50/per ton
4x8 Rip Rap	16.50/per ton
12-18 Rip Rap	25.00/per ton
18-24 Rip Rap	25.00/per ton

vii. Lone Star Aggr.

3x5 Rip Rap	15.75
4x8 Rip Rap	21.00
8x12 Rip Rap	25.00
12x18 Rip Rap	26.75
18x24 Rip Rap	26.75
24 & Up Rip Rap	26.75
Mfg. Sand	13.50
1x3 Utility Stone LS #	18.00

(Applied pricing is delivered to stockpile for noted Pct. Delivery does not include placement of material)

viii. TXI

Decomposed Granite Red Dustless Base : Pit Run

Plant: Tishimingo, OK	
Material:	5.00/ton
Delivered Pct. 1	28.35/ton
Delivered Pct. 2,3,4	28.89/ton

16

13

NAVARRO COUNTY

LESLIE COTTEN
SHERIFF



MIKE COX
CHIEF DEPUTY

SHERIFF'S OFFICE

CRIMINAL JUSTICE CENTER
300 WEST 2ND AVE
CORSICANA, TX 75110
(903) 654-3001 Office (903) 654-3044 Fax

To: Navarro County Commissioner's Court

02-18-11

From: Captain Bret Latta

Re: Racial Profiling Data for 2010

In order to comply with article 2.134 Texas Criminal law, each law enforcement agency must report to its respective governing body (Navarro County Commissioner's Court) as stated "a law enforcement agency shall compile and analyze the information contained in each report received by an agency under Article 2.133, no later than March 1 of each year, each law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

The Navarro County Sheriff's Dept. received no complaints of racial discrimination for the calendar year 2010.

Navarro County Sheriff's Dept. used the U.S. census of 2000 for Navarro County Texas as a baseline for ethnicity analysis.

We respectfully submit our report for calendar year 2010.


Sheriff Les Cotten

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. SHERIFF'S OFFICE
Reporting Date: 02/18/2011
TCLEOSE Agency Number: 349100
Chief Administrator: LESLIE A. COTTEN
Agency Contact Information: Phone: 903 654 3002
Mailing Address:
 NAVARRO CO. SHERIFF'S OFFICE
 312 W 2nd. Ave
 Corsicana, TX 75110

This Agency claims partial racial profiling report exemption because:
 Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

NAVARRO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling.
 Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the NAVARRO CO. SHERIFF'S OFFICE from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the NAVARRO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the NAVARRO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the NAVARRO CO. SHERIFF'S OFFICE's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: LESLIE A. COTTEN

Chief Administrator

NAVARRO CO. SHERIFF'S OFFICE

Date: 02/18/2011

**NAVARRO CO. SHERIFF'S OFFICE Motor Vehicle Racial Profiling
Information**

Number of motor vehicle stops:

1. **809** citation only
2. **12** arrest only
3. **0** both
4. **821 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **126** African
6. **1** Asian
7. **653** Caucasian
8. **41** Hispanic
9. **0** Middle Eastern
10. **0** Native American
11. **821 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **83** Yes
13. **738** No
14. **821 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **74** Yes
16. **747** No
17. **821 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **74** Yes
19. **0** No
20. **74 Total** (must equal line 15)

#17
NAVARRO COUNTY PCT 1 CONSTABLE'S OFFICE

February 10, 2011

Navarro County PCT 1 Constable's Office
PO Box 47
Corsicana, TX 75151-0047
903-654-2580

To: Commissioner's Court of Navarro County

Re: 2010 Racial Profiling Data

In order to comply with the Texas Code of Criminal Procedure Article 2.134, each law enforcement agency is required to report to its respective governing body as stated:

“A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.”

The Navarro County PCT 1 Constable's Office received no complaints of racial discrimination for the 2010 calendar year.

The PCT 1 Constable's Office used the YR 2000 U.S. Census data for Navarro County Texas as a baseline for ethnicity analysis.

I respectfully submit this report for calendar year 2010.

Sincerely,



Mike Davis

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 1
Reporting Date: 02/10/2011
TCLEOSE Agency Number: 349101
Chief Administrator: MICHAEL K. DAVIS
Agency Contact Information: Mailing Address:
 NAVARRO CO. CONST. PCT. 1
 PO BOX 47
 CORSICANA, TX 75151

This Agency claims partial racial profiling report exemption because:
 Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

NAVARRO CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the NAVARRO CO. CONST. PCT. 1 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the NAVARRO CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the NAVARRO CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the NAVARRO CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the NAVARRO CO. CONST. PCT. 1's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: MICHAEL K. DAVIS

Chief Administrator

NAVARRO CO. CONST. PCT. 1

Date: 02/10/2011

NAVARRO CO. CONST. PCT. 1 Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

- 1. citation only
- 2. arrest only
- 3. both
- 4. **Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5. African
- 6. Asian
- 7. Caucasian
- 8. Hispanic
- 9. Middle Eastern
- 10. Native American
- 11. **Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. Yes
- 13. No
- 14. **Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. Yes
- 16. No
- 17. **Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. Yes
- 19. No
- 20. **Total** (must equal line 15)

18

NAVARRO COUNTY PCT 4 CONSTABLE'S OFFICE

February 23, 2011

Navarro County PCT 4 Constable's Office
PO Box 56
Barry, TX 75102
903-357-0158

To: Commissioner's Court of Navarro County

Re: 2010 Racial Profiling Data

In order to comply with the Texas Code of Criminal Procedure Article 2.134, each law enforcement agency is required to report to its respective governing body as stated:

"A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency."

The Navarro County PCT 4 Constable's Office received no complaints of racial discrimination for the 2010 calendar year.

The PCT 4 Constable's Office used the YR 2000 U.S. Census data for Navarro County Texas as a baseline for ethnicity analysis.

I respectfully submit this report for calendar year 2010.

Sincerely,



Tommy Grant

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: NAVARRO CO. CONST. PCT. 4
Reporting Date: 02/23/2011
TCLEOSE Agency Number: 349104
Chief Administrator: TOMMY L. GRANT
Agency Contact Information: Phone: 903-357-0158
 Email: tgrant9971@yahoo.com
 Mailing Address:
 NAVARRO CO. CONST. PCT. 4
 PO Box 56
 Barry, TX 75102

This Agency claims partial racial profiling report exemption because:
 Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

NAVARRO CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the NAVARRO CO. CONST. PCT. 4 from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the NAVARRO CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the NAVARRO CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the NAVARRO CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the NAVARRO CO. CONST. PCT. 4's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **TOMMYL. GRANT**
Chief Administrator

NAVARRO CO. CONST. PCT. 4

Date: 02/23/2011

NAVARRO CO. CONST. PCT. 4 Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

- 1. **0** citation only
- 2. **0** arrest only
- 3. **0** both
- 4. **0 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

- 5. **0** African
- 6. **0** Asian
- 7. **0** Caucasian
- 8. **0** Hispanic
- 9. **0** Middle Eastern
- 10. **0** Native American
- 11. **0 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

- 12. **0** Yes
- 13. **0** No
- 14. **0 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

- 15. **0** Yes
- 16. **0** No
- 17. **0 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

- 18. **0** Yes
- 19. **0** No
- 20. **0 Total** (must equal line 15)

7/19

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Atmos Energy Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with **Navarro County ("the County")** as follows:

I. Atmos Energy, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) CR 4011 located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for **the County** granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the **Owner** hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 4 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

NATURAL GAS

The transport route (beginning and end): BEGINNING IN HILL COUNTY,
JUST WEST OF HCR 3366 AND ENDING ON THE EAST-SIDE OF
NAVARRO CR 4030, (MAP ATTACHED)

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 4 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to County or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to **the County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless **the County** its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

or regulations, due and payable upon demand by the County or adjacent surface owner.

Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

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

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 17 day of FEBRUARY, 2001.

OWNER Atmos Energy

By: Tom Webster Phone 254 717 2160, its AGENT

Company Name: Atmos Energy
Address: 5420 LBJ Freeway, Ste 1800 Dallas, TX 75240
Phone Number: 214-206-2935 (Bob Carroll)

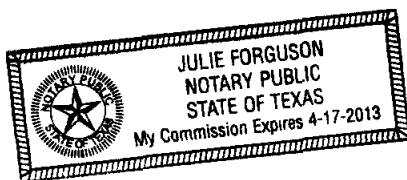
NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 3

Before me the undersigned notary public on this the 28 day of February, 2011, appeared H.M. DAWSON, the County Judge of Navarro County, and [Signature] Commissioner of Precinct 3 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.

(seal)



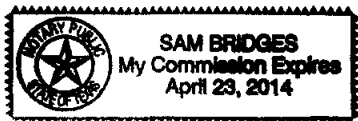
[Signature]
Notary Public, State of Texas

Julie Forgyson
Printed Name

4-17-2013
Commission Expires

Before me the undersigned notary public on this the 12 day of February, 2011, appeared Tom Webster, who is an authorized representative of Atmas Exveey (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.

(seal)



[Signature]
Notary Public, State of Texas

Printed Name

Commission Expires

ATTACHMENT "A"
TO
AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

If this easement is for a petroleum pipeline, you must submit the following information:

1. Diagram indicating the gathering system, including:
 - a. location of any easements with width dimensions
 - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage)
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

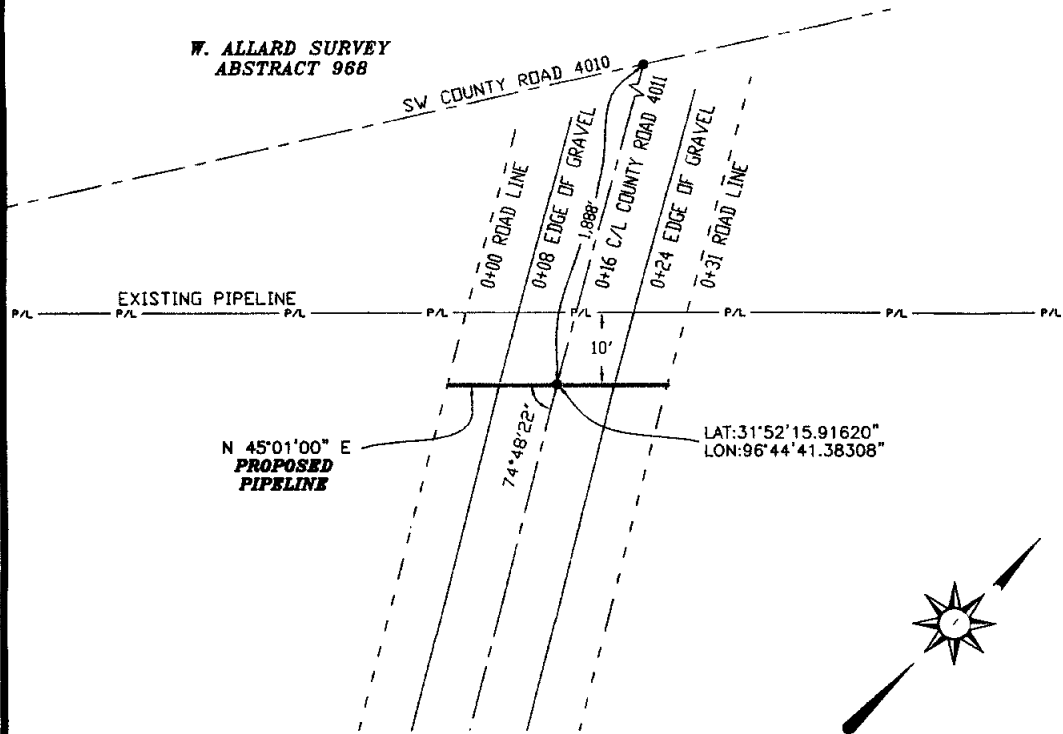
Natural Gas Pipeline replacement of old
Existing line.

Notify Tom Webster at 254 717 2160, Right-of-way
Agent for Atmos Energy.

4" Poly line, 60 lbs pressure, buried 5' deep,
4' deep minimum on road ditches.

NAVARRO COUNTY, TEXAS

W. ALLARD SURVEY
ABSTRACT 968



NOTE: COORDINATES LISTED ARE BASED ON
U. S. STATE PLANE NAD 1983 COORDINATES,
TEXAS NORTH CENTRAL ZONE - 4202
+/- 3 METERS

LAT: 31°52'15.91620"
LON: 96°44'41.38308"

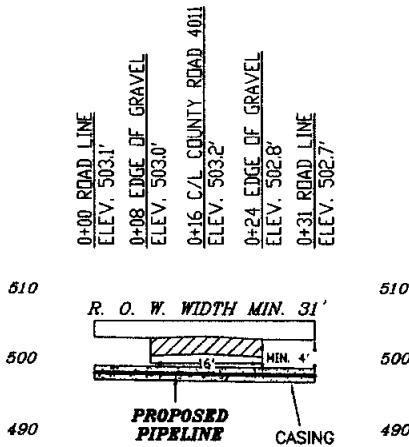
PLAN

SCALE: 1" = 20'

COUNTY ROAD 4011

PROFILE

SCALE: HOR. 1" = 20'
VERT. 1" = 20'

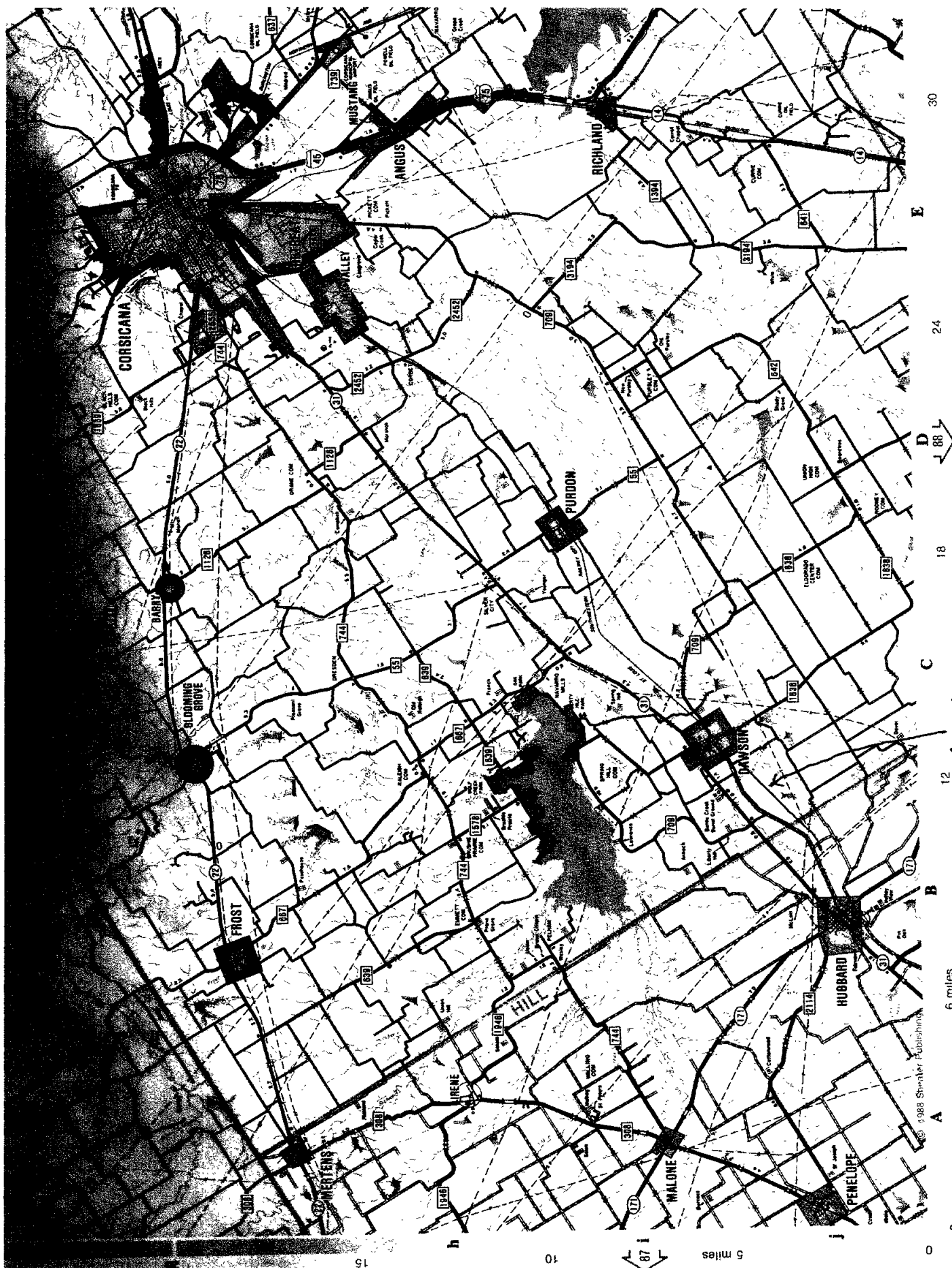


PLAN & PROFILE
SHOWING

AN ATMOS ENERGY GAS PIPELINE CROSSING COUNTY ROAD 4011,
1,888 FEET EAST OF THE INTERSECTION OF COUNTY ROAD 4011 AND SW COUNTY ROAD 4010,
IN THE W. ALLARD SURVEY, ABSTRACT 968, LOCATED IN NAVARRO COUNTY, TEXAS.

PROJECT: M11-4 RELOCATION
TRACT NO:
PROJECT AFE: 080.22149

DATE: February 15, 2011
REVISION
DRAWING NO: CR4011.dwg



Atmes
Energy Line

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AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Atmas Energy Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. Atmas Energy, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) CR 4012 located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the Owner hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 4 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

NATURAL GAS

The transport route (beginning and end): Beginning in Hill County, Just west of HCR 3366 and ending on the east side of Navarro County Road 4030 (map attached).

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 4 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to **County** or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to the **County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "**Indemnified Parties**"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "**Claims**"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term **"Hazardous Materials"** means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. **"Remedial Work"** is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action (**"action"**), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws (**"law"**). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any Hazardous Materials placed or released thereon by **Owner** (including its contractors), (2) to perform Remedial Work where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and Remedial Work on or associated with the license area and any adjacent property. Remedial Work shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of Remedial Work resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

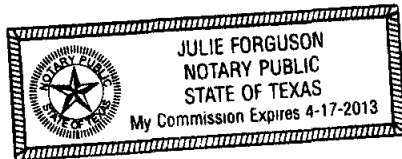
review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

NAVARRO COUNTY

By: [Signature]
County Judge

By: [Signature]
Commissioner of Precinct 3

Before me the undersigned notary public on this the 28 day of February, 2011, appeared H.M. DAVENPORT, the County Judge of Navarro County, and [Signature] Commissioner of Precinct 3 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.



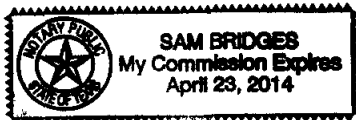
(seal)

[Signature]
Notary Public, State of Texas

Julie Forgyson
Printed Name

4-17-2013
Commission Expires

Before me the undersigned notary public on this the 2 day of February, 2011, appeared Tom Webster, who is an authorized representative of ATMMS ENERGY (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.



(seal)

[Signature]
Notary Public, State of Texas

Printed Name

Commission Expires

ATTACHMENT "A"
TO
AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

If this easement is for a petroleum pipeline, you must submit the following information:

1. Diagram indicating the gathering system, including:
 - a. location of any easements with width dimensions
 - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage)
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

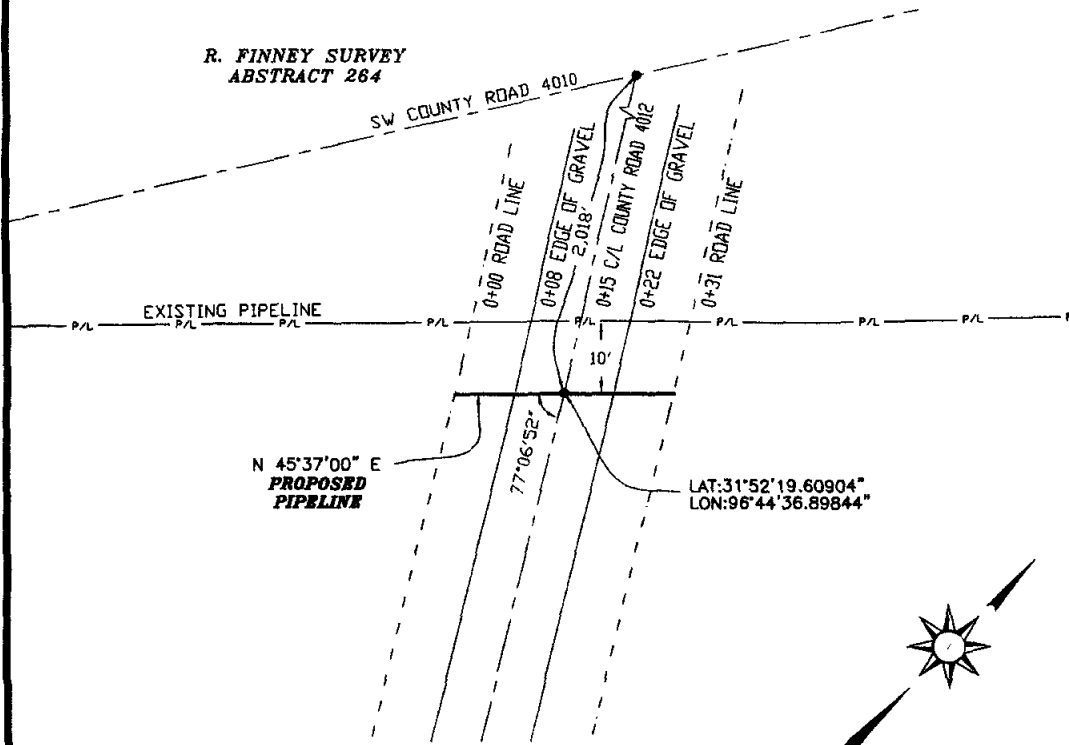
Natural Gas Pipeline replacement of old
Existing line.

Notify Tom Webster at 254 717 2160, Right-of-way
agent for Atmos Energy.

4" Poly Line, 60 Lbs pressure, buried 5' deep,
4' deep under road ditches minimum.

NAVARRO COUNTY, TEXAS

R. FINNEY SURVEY
ABSTRACT 264



NOTE: COORDINATES LISTED ARE BASED ON
U. S. STATE PLANE NAD 1983 COORDINATES,
TEXAS NORTH CENTRAL ZONE - 4202
+/- 3 METERS

LAT: 31°52'19.60904"
LON: 96°44'36.89844"



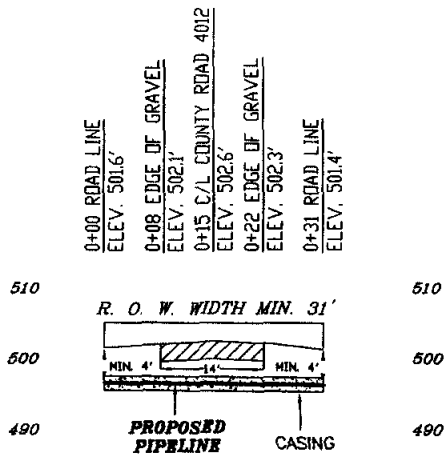
PLAN

SCALE: 1" = 20'

COUNTY ROAD 4012

PROFILE

SCALE: HOR. 1" = 20'
VERT. 1" = 20'



PLAN & PROFILE
SHOWING

AN ATMOS ENERGY GAS PIPELINE CROSSING COUNTY ROAD 4012,
2,018 FEET EAST OF THE INTERSECTION OF COUNTY ROAD 4012 AND SW COUNTY ROAD 4010,
IN THE R. FINNEY SURVEY, ABSTRACT 264, LOCATED IN NAVARRO COUNTY, TEXAS.

PROJECT: M11-4 RELOCATION
TRACT NO:
PROJECT AFE: 080.22149

DATE: February 15, 2011
REVISION
DRAWING NO.: CR4012.dwg



0 5 miles 10 miles 15 miles 18 miles 24 miles 30 miles

A B C D E

0 12 18 24 30

1988 Street Publishing

AT&T Energy Line

AGREEMENT FOR LICENSE ADJACENT TO OR CROSSING COUNTY ROADS

STATE OF TEXAS §

COUNTY OF NAVARRO §

KNOW ALL MEN BY THESE PRESENTS:

Atmas Energy, Owner of a (pipeline, utility line, gas or sewer line) hereby contracts and covenants with Navarro County ("the County") as follows:

I. Atmas Energy, desires to construct and maintain a pipeline, utility line, or gas or sewer line in Navarro County, Texas and it is necessary to cross certain county road(s) CR 4030 located in Precinct # 3, more fully described on the map attached hereto as Exhibit A and incorporated herein by reference. The license granted herein shall extend 5 feet on either side of the pipeline as it crosses the county road.

II. In consideration for the County granting permission through the issuance of a permit to lay a pipeline, utility line, or gas or sewer line adjacent to or crossing said county roads above described in Navarro County, Texas, the Owner hereby warrants, agrees and covenants that any crossing shall be constructed as follows:

All county road crossings shall be bored unless a variance is granted by Navarro County Commissioners Court, and lines underneath such roads shall be cased or otherwise constructed to provide maximum protection against damage or leaks. Owner may not block the county road during construction and must provide for at least one lane of traffic. The points where the pipeline crosses the road shall be clearly marked and the line shall be placed at a depth of no less than 4 feet underneath the lowest part of the County's bar ditches and/or road surfaces.

Type of Pipeline:

NATURAL GAS

The transport route (beginning and end): Beginning in Hill County, just west of HCR 3363 and ending on the east side of Navarro County Rd 4030 (map attached).

(A detailed construction plan must be submitted with application)

Pipelines which run adjacent to a county road and which are within a county road easement shall be placed at a depth of no less than 4 feet underneath the lowest part of the **County's** bar ditches and/or road surfaces.

The pipeline shall be constructed in a safe and prudent manner and shall consist of only acceptable commercial pipeline materials. The **Owner** shall be responsible for maintaining the pipeline and the license area. In the event the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, this license shall terminate and revert to the **County**. In addition, if the pipeline is ever abandoned or ceases to be used for more than 6 consecutive months, the **Owner** shall, at the **County's** request, remove the pipeline from the license area and restore the property to its original condition.

SEE ATTACHMENT "A" IF THIS IS FOR A PETROLEUM PIPELINE.

III. In consideration of the granting of this license (pipeline, utility line, gas or sewer Line) adjacent to or across the **County's** roads, the **Owner** warrants and covenants that any damages which may be caused to **County** or adjacent property as a result of the construction, maintenance or operation of a pipeline shall be the sole responsibility of the **Owner** and the **Owner** warrants and covenants that the area where the construction takes place shall be repaired and put back in the same condition as it originally was before such construction took place.

IV. The **County** and **Owner** hereby covenant and agree that for each violation of this License agreement, **Owner** shall pay to the **County** liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day, per violation, until such violation have been corrected

and the County's requirements complied with. Such compliance shall be determined by the County Commissioner in whose precinct the work occurs.

V. **Owner**, at its own expense, shall maintain a general liability insurance policy in an amount sufficient to insure against loss or damages caused by the construction, maintenance and operation of the pipeline. The general liability insurance requirement may be met by a combination of self-insurance, primary and excess insurance policies. **Owner** shall also, at its own expense, carry worker's compensation insurance as required by law.

VI. **Owner**, its successors and assigns agree to release, defend, indemnify, and hold harmless the County its respective commissioners, agents and employees (collectively, the "Indemnified Parties"), from any and all costs, losses, claims, judgments, settlements, and damages of every kind and character to real property, personal property or persons (including, without limitation, claims involving environmental laws and regulations, pollution, contamination of ground waters, personal injury and death), lawsuits and/or causes of action (including reasonable attorneys' fees, expert fees and court costs) (collectively "Claims"), which may grow out of, arise from, or in any manner be connected with the activities of **Owner's** agents, invitees, guests, contractors, servants and employees, on the license area, or any adjacent property, including, without limitation, any Claims arising from loss of subsurface support of any County road and any Claims arising from the production or transportation of materials through any pipeline. For purposes of this license, environmental laws and regulations include, without limitation, the federal Oil Pollution Act (OPA), the federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the federal Resource Conservation and Recovery Act (RCRA), the federal Clean Water Act, the Texas Solid Waste Disposal Act

(TSWDA), the Texas Water Code (TWC), and the federal, state and local rules, regulations, ordinances, orders and governmental directives implementing such statutes.

As used in this license, the term "**Hazardous Materials**" means any substance or material defined or identified as hazardous, extra-hazardous, toxic or radioactive or subject to regulation as a solid waste or pollutant under any applicable federal, state, or local statute or regulation including, without limitation, the environmental laws and regulations referenced herein. "**Remedial Work**" is defined as any site investigation or monitoring, any cleanup, containment, remediation, removal, or restoration work performed in response to any federal, state or local government authority or private party action ("**action**"), or pursuant to any federal, state or local statute, rule, regulation, ordinance, order, governmental directive or other laws ("**law**"). **Owner** agrees, for the benefit of **the County** and any adjacent surface owner, (1) to remove from the license area, if, as and when required by any action or law, any **Hazardous Materials** placed or released thereon by **Owner** (including its contractors), (2) to perform **Remedial Work** where the need therefore arises in connection with **Owner's** (including its contractors) operations or activities on the license area or any adjacent property, and (3) to comply in all respects with all laws governing operations by **Owner** (including its contractors) and **Remedial Work** on or associated with the license area and any adjacent property. **Remedial Work** shall be performed by one or more contractors selected by **Owner** under the supervision of an engineer selected by **Owner**. All costs and expenses of **Remedial Work** resulting from **Owner's** (including its drillers' and other contractors') operations shall be paid by **Owner**, including, without limitation, the charges of such contractors and/or the consulting engineer and **the County's** reasonable attorneys' fees and costs incurred in connection with the monitoring or

review of Remedial Work. If **Owner** shall fail to timely commence or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, **the County** may (but shall not be required to), after first giving **Owner** thirty (30) days notice of its failure and **Owner's** continued failure to perform, cause such Remedial Work to be performed and **Owner** will reimburse all reasonable costs of same on demand. The provisions of this Article shall not constitute approval or obligate **The County** or the surface owner to consent to the imposition of any engineering or institutional control that would restrict or limit future use of the License area for any purpose including, without limitation, any deed restriction or limitation on the use of groundwater or use of the property for residential purposes. **Owner** will notify **the County** and surface owner of any claim or other action by any governmental agency or any third party involving the actual or alleged existence of Hazardous Materials on the License area or any adjoining property and provide **the County** and surface owner with copies of (1) any notice of any actual or threatened release of Hazardous Materials given by **Owner** pursuant to any law and (2) any report of and response to any such release including all Remedial Work. **Owner**, its successors and assigns, in accordance with the provisions of Article 8, will release, indemnify, pay and protect, defend and save the Indemnified Parties harmless from all claims, liabilities, fees and expenses of any kind (including reasonable attorneys' fees, expert fees and costs) that arise from the actual or alleged presence or release of any Hazardous Materials in connection with the operations of **Owner** and **Owner's** agents, invitees, guests, contractors, servants and employees on the License area or any adjacent property. Such indemnification shall include, without limitation, costs in connection with any Remedial Work performed by **the County**, surface owner, or any third party in response to any federal, state or governmental authority, laws

or regulations, due and payable upon demand by the County or adjacent surface owner.

Owner's obligations herein shall survive the termination of this License.

VII. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

VIII. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Navarro County, Texas.

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

X. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

EXECUTED this 17 day of FEBRUARY, 2001.

OWNER ATMAS ENERGY

By: Tom Webster Phone 254 717 2160, its AGENT

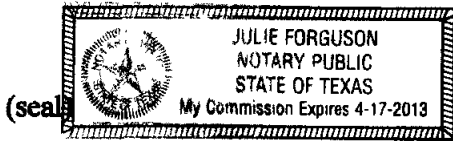
Company Name: ATMAS ENERGY
Address: 5420 LBJ Freeway, Ste 1800 Dallas, TX 75240
Phone Number: 214 206 2935 (Bob Carroll)

NAVARRO COUNTY

By: [Signature]
County Judge

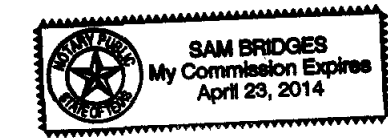
By: [Signature]
Commissioner of Precinct

Before me the undersigned notary public on this the 8 day of February, 2011, appeared H.M. DAVENPORT, the County Judge of Navarro County, and [Signature] Commissioner of Precinct 3 of Navarro County, who being sworn upon their oath affirmed that they executed the foregoing License for the purposes and consideration set forth herein.



[Signature]
Notary Public, State of Texas
Julie Forgyson
Printed Name
4-17-2013
Commission Expires

Before me the undersigned notary public on this the 7 day of February, 2011, appeared Tan Webster, who is an authorized representative of Atmos Energy (Owner) and who being sworn upon their oath affirmed that he is authorized by Owner to sign this License and that he executed the foregoing License for the purposes and consideration set forth herein.



(seal)

[Signature]
Notary Public, State of Texas

Printed Name

Commission Expires

ATTACHMENT "A"
TO
AGREEMENT FOR EASEMENT
ADJACENT TO OR CROSSING COUNTY ROADS

If this easement is for a petroleum pipeline, you must submit the following information:

1. Diagram indicating the gathering system, including:
 - a. location of any easements with width dimensions
 - b. details of the production pipeline (line diameter, PSI rating, burial depth, signage)
2. Plat/map of pipeline showing beginning and ending points.
3. Indicate product type
4. An identifying sign shall be placed at each point where a flow line or gathering line crosses a public road
5. Persons to notify in case of emergency

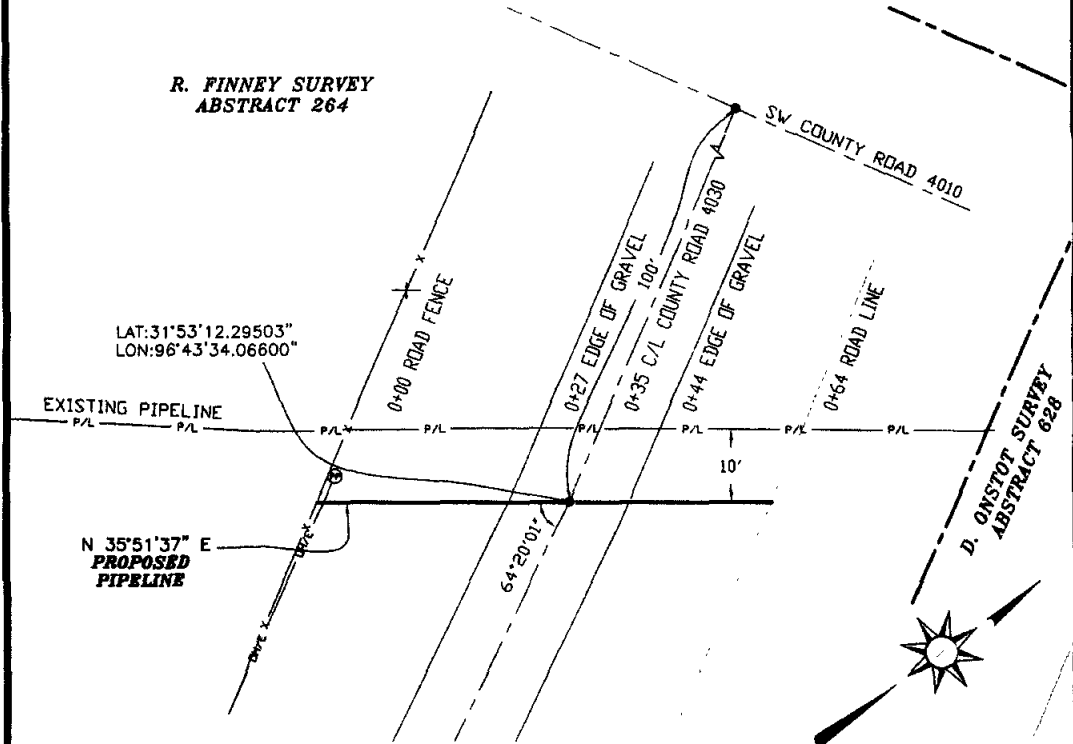
Natural Gas Pipeline Replacement of Old Existing Line.

Notify Tom Webster at 254 717 2160, Right-of-Way Agent for Atmos Energy.

4" Poly Line, 60 lbs pressure, buried 5' deep

NAVARRO COUNTY, TEXAS

R. FINNEY SURVEY
ABSTRACT 264



LAT: 31°53'12.29503"
LON: 96°43'34.06600"

EXISTING PIPELINE
P/L

N 35°51'37" E
PROPOSED PIPELINE

NOTE: COORDINATES LISTED ARE BASED ON
U. S. STATE PLANE NAD 1983 COORDINATES,
TEXAS NORTH CENTRAL ZONE - 4202
+/- 3 METERS

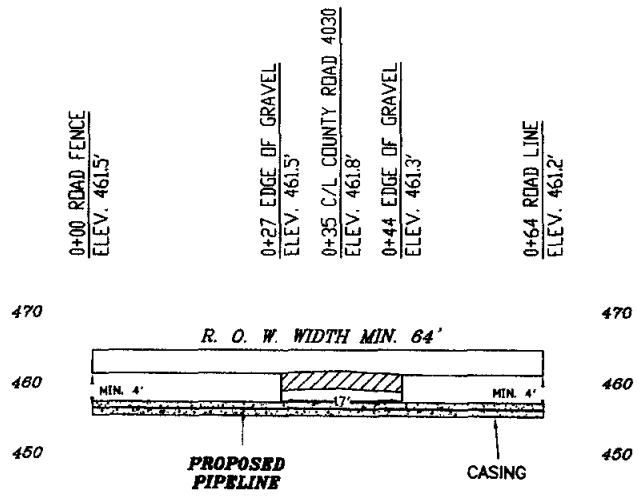
PLAN

SCALE: 1" = 20'

COUNTY ROAD 4030

PROFILE

SCALE: HOR. 1" = 20'
VERT. 1" = 20'

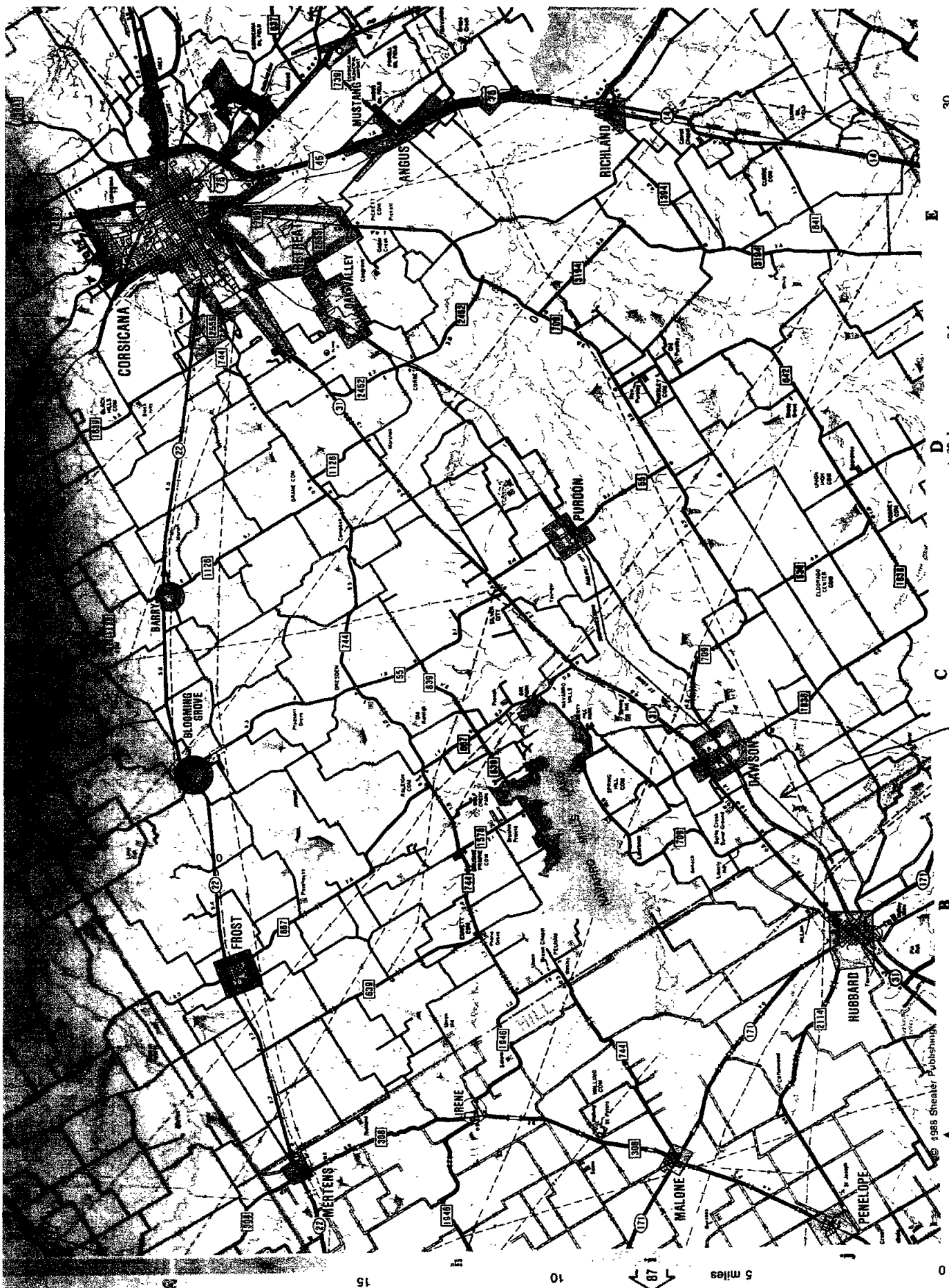


PLAN & PROFILE
SHOWING

AN ATMOS ENERGY GAS PIPELINE CROSSING COUNTY ROAD 4030,
100 FEET EAST OF THE INTERSECTION OF COUNTY ROAD 4030 AND SW COUNTY ROAD 4010,
IN THE R. FINNEY SURVEY, ABSTRACT 264, LOCATED IN NAVARRO COUNTY, TEXAS.

PROJECT: M11-4 RELOCATION
TRACT NO:
PROJECT AFE: 080.22149

DATE: February 15, 2011
REVISION
DRAWING NO.: CR4030.dwg



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© 1988 Streetwise Publishing

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Kimberly Stutts, Chairperson
Navarro County Child Welfare Board
P. O. Box 1556
Corsicana, Texas 75151
Cell: (903)257-6353

February 15, 2011

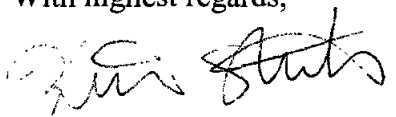
Navarro County Commissioners Court
Navarro County Courthouse
300 West 3rd Avenue
Corsicana, Texas 75110

Dear County Judge and Commissioners Court:

On behalf of the Navarro County Child Welfare Board, I would like to request the appointment of Susan Redder for Board membership.

Our board respectfully requests your action on Mrs. Redder, a respected member of our community who cares about children in foster care.

With highest regards,



Kimberly Stutts, Board Chairperson
Navarro County Child Welfare Board

58

FILED FOR RECORD
AT _____ O'CLOCK _____ M.

FEB 25 2011

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ DEPUTY

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH,
THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

TOTAL PAGES INCLUDING COVER SHEET 5

12#

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2011

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	5,731,135.30		35.41	5,731,170.71		690.65	5,730,480.06		16,028,200.24
DELINQUENT	36,785.71		12,807.40	49,593.11			49,593.11	9,960.68	%
TOTAL	5,767,921.01	-	12,842.81	5,780,763.82	-	690.65	5,780,073.17	9,960.68	35.76%
NAVARRO COLLEGE									LEVY
CURRENT	1,101,405.75			1,101,405.75		131.12	1,101,274.63		3,112,064.50
DELINQUENT	7,406.86	-	2,680.32	10,087.18			10,087.18	2,006.33	%
TOTAL	1,108,812.61	-	2,680.32	1,111,492.93	-	131.12	1,111,361.81	2,006.33	35.39%
CITY OF RICE									LEVY
CURRENT	28,717.18	-		28,717.18	142.54	4.21	28,570.43		123,433.71
DELINQUENT	291.66		69.50	361.16	18.85		342.31	72.23	%
TOTAL	29,008.84	-	69.50	29,078.34	161.39	4.21	28,912.74	72.23	23.27%
CITY OF KERENS									LEVY
CURRENT	51,421.67	61.51		51,360.16		0.70	51,359.46		246,776.37
DELINQUENT	2,961.90	-	1,205.49	4,167.39			4,167.39	807.89	%
TOTAL	54,383.57	61.51	1,205.49	55,527.55	-	0.70	55,526.85	807.89	20.84%
CITY OF CORSICANA									LEVY
CURRENT	3,072,113.77	-		3,072,113.77		603.46	3,071,510.31		7,665,883.64
DELINQUENT	9,725.00	-	4,273.73	13,998.73			13,998.73	3,192.93	%
TOTAL	3,081,838.77	-	4,273.73	3,086,112.50	-	603.46	3,085,509.04	3,192.93	40.08%

59

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2011

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	3,630.93			3,630.93			3,630.93		15,240.75
DELINQUENT	148.82		39.63	188.45			188.45	37.70	%
TOTAL	3,779.75	-	39.63	3,819.38	-		3,819.38	37.70	23.82%
CITY OF EMHOUSE									LEVY
CURRENT	2,289.11	-		2,289.11			2,289.11		8,654.36
DELINQUENT				-			-		%
TOTAL	2,289.11	-	-	2,289.11	-		2,289.11	-	26.45%
CITY OF RICHLAND									LEVY
CURRENT	5,959.96	-		5,959.96			5,959.96		15,107.71
DELINQUENT	177.25		45.67	222.92			222.92	44.60	%
TOTAL	6,137.21	-	45.67	6,182.88	-		6,182.88	44.60	39.45%
CITY OF GOODLOW									LEVY
CURRENT	402.86	-		402.86	2.03		400.83		3,397.15
DELINQUENT	13.06		5.94	19.00	1.54		17.46	3.80	%
TOTAL	415.92	-	5.94	421.86	3.57		418.29	3.80	11.86%
CITY OF FROST									LEVY
CURRENT	18,324.23	55.03		18,269.20	91.21	0.58	18,177.41		72,102.15
DELINQUENT	28.45		7.87	36.32	2.11		34.21	7.27	%
TOTAL	18,352.68	55.03	7.87	18,305.52	93.32	0.58	18,211.62	7.27	25.41%
CITY OF DAWSON									LEVY
CURRENT	25,210.47			25,210.47		1.11	25,209.36		72,213.76
DELINQUENT	723.59		215.84	939.43			939.43	187.88	%
TOTAL	25,934.06	-	215.84	26,149.90	-	1.11	26,148.79	187.88	34.91%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2011

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	24,671.59			24,671.59		1.16	24,670.43		97,259.71
DELINQUENT	181.89		54.55	236.44			236.44	47.29	%
TOTAL	24,853.48	-	54.55	24,908.03	-	1.16	24,906.87	47.29	25.37%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	32,940.74	-		32,940.74	164.61	0.42	32,775.71		114,680.02
DELINQUENT	374.18	-	96.30	470.48	25.97		444.51	93.62	%
TOTAL	33,314.92	-	96.30	33,411.22	190.58	0.42	33,220.22	93.62	28.72%
BLOOMING GROVE ISD									LEVY
CURRENT	427,717.83			427,717.83		26.49	427,691.34		1,394,181.10
DELINQUENT	8,588.45		3,638.18	12,226.63			12,226.63	2,412.28	%
TOTAL		-	3,638.18	439,944.46	-	26.49	439,917.97	2,412.28	30.68%
DAWSON ISD									LEVY
CURRENT	317,607.02			317,607.02		35.20	317,571.82		1,216,769.52
DELINQUENT	3,631.03		1,142.91	4,773.94			4,773.94	954.81	%
TOTAL	321,238.05	-	1,142.91	322,380.96	-	35.20	322,345.76	954.81	26.10%
RICE ISD									LEVY
CURRENT	302,143.07			302,143.07		13.13	302,129.94		1,386,822.76
DELINQUENT	5,658.50		1,508.34	7,166.84			7,166.84	1,432.11	%
TOTAL	307,801.57	-	1,508.34	309,309.91	-	13.13	309,296.78	1,432.11	21.79%
GRAND TOTAL	10,786,081.55	116.54	27,827.08	11,250,098.37	448.86	1508.23	11,248,141.28	21,261.42	

MEMO
 TOTAL COLLECTED 11,271,359.79
 ROLLBACK TAXES _____
 TAX CERTIFICATES 590.00
 HOT CK FEES 140.00

YR-TO-DATE % CURRENT COLLECTED:
 COUNTY 78.84%
 COLLEGE 78.91%
 RICE 73.03%
 KERENS 76.41%
 CORSICANA 80.51%
 BARRY 75.27%
 EMHOUSE 56.40%
 RICHLAND 68.30%

GOODLOW 50.36
 FROST 73.72%
 CITY-DAWSON 73.55%
 CITY-BL GROVE 74.46%
 NC ESD #1 74.42%
 B G ISD 73.87%
 DAWSON ISD 74.74%
 RICE ISD 79.88%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF JANUARY 2011

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	4,675,604.90	35.41	4,675,640.31	562.79	4,675,077.52	
ROAD & BRIDGE	971,084.89		971,084.89	118.04	970,966.85	
FLOOD CONTROL	84,445.51		84,445.51	9.82	84,435.69	
TOTAL	5,731,135.30	35.41	5,731,170.71	690.65	5,730,480.06	-
DELINQUENT TAXES						
COUNTY	30,149.41	10,525.14	40,674.55		40,674.55	8,166.40
STATE	-	-	-	-	-	-
ROAD & BRIDGE	6,074.95	2,098.58	8,173.53		8,173.53	1,651.48
FLOOD CONTROL	561.35	183.68	745.03		745.03	142.80
TOTAL	36,785.71	12,807.40	49,593.11	-	49,593.11	9,960.68
TOTAL ALLOCATION						
COUNTY	4,705,754.31	10,560.55	4,716,314.86	562.79	4,715,752.07	8,166.40
STATE		-		-		-
ROAD & BRIDGE	977,159.84	2,098.58	979,258.42	118.04	979,140.38	1,651.48
FLOOD CONTROL	85,006.86	183.68	85,190.54	9.82	85,180.72	142.80
TOTAL	5,767,921.01	12,842.81	5,780,763.82	690.65	5,780,073.17	9,960.68

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

62

HOUSING AUTHORITY OF THE CITY
OF DAWSON TEXAS

P.O. BOX 99 PH. 254-578-1408
DAWSON, TEXAS 76639

011774

1-25 2011

88-777
1119

PAY TO THE ORDER OF Navarro County Tax Dept. \$ 3,827.88

~~three thousand, eight hundred twenty seven dollars and 88/100's~~ DOLLARS

EXECUTIVE DIRECTOR/CHAIRMAN/VICE CHAIRMAN

FIRST BANK & TRUST COMPANY
DAWSON, TEXAS 76639 (254) 578-1311

Jill Hall
R. Spruill

⑈011774⑈ ⑆111907775⑆ ⑈100 416 7⑈

Security features are included.
Details on back.

HOUSING AUTHORITY OF THE CITY
OF DAWSON TEXAS

DETACH AND RETAIN THIS STUB
THIS CHECK IS FOR PAYMENT OF ITEMS DESCRIBED BELOW
IF INCORRECT PLEASE NOTIFY US PROMPTLY NO RECEIPT NECESSARY

DATE	DESCRIPTION	AMOUNT
1-25-2011	Payment In Lieu of Taxes FFY ending 2010	3,827.88

#23

64

Invoice Date	Invoice Number	P.O. No.	Amount Paid	Description
02/16/11	020911 LINE-1		7825.29 7825.29	CORSICANA HOUSING AUTHORITY PAYMENT #100-27135-000-00 PAYABLE-COUNTY

↓ Please Detach Here and Retain Top Portion For Your Records ↓

City of Corsicana Check No. 652190 Vendor No. 3593 Date 02/18/11 Page 1

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



City of Corsicana

200 N. 12th Street
Corsicana, TX 75110

JP Morgan Chase
Dallas, TX 75201

Check Number 652190

Date 02/18/11 32-61/1110

Amount *****7,825 Dollars and 29 Cents

Amount
*****7,825.29

Pay to the order of

NAVARRO COUNTY TAX ASSESSOR
RUSSELL P HUDSON
300 W 3RD
CORSICANA TX 75110

Connie Standridge

Virginia Richardson



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈ 652190⑈ ⑆111000614⑆ 717973259 ⑈

#25-

65

Budget Adjustment for UPL Intergovernmental Transfer

101-630-484	Intergovernmental Transfer	\$130,000.00	
101-630-471	Physician – Non-Emergency		\$20,000.00
101-630-472	Prescription Drugs		\$20,000.00
101-630 473	Hospital – Inpatient		\$90,000.00

To transfer budget from direct client services accounts to Intergovernmental Transfer UPL account to cover UPL transfer.

65A



NAVARRO COUNTY JUDGE

H.M. Davenport, Jr., County Judge
hdavenport@navarrocourt.org
Phone: (903) 654-3025

300 West Third Avenue, Suite 102
Corsicana, TX 75110

Sheriyn Curtis, Court Coordinator
scurtis@navarrocourt.org
Fax: (903) 872-0778

March 7, 2011

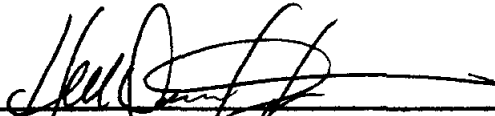
RE: Navarro County Bank Accounts

The individuals listed below (additions are highlighted) shall be authorized to sign on the following Navarro County Prosperity Bank accounts:

Accounts	Account Numbers
General Fund	7302200731
North Texas HIDTA	2201325
Trust Fund	2200707
Sheriff Seizure	2200855
Road and Bridge	2200723
Capital Projects	2200871
Debt Service	2200822
Disbursement	2600328
District Attorney Forfeiture	2200848
District Attorney Seizure	5394571
Flood Control	2200962
Health Insurance	2200897
Juvenile Probation	2200939
Community Supervision	2200905
Payroll	2600344
Economic Development	2201424
Revolving & Clearing	2200889
North Texas HIDTA Seizure	2201440
TCDP Grant Fund	2702603
Lake Trust	2200996

Authorized signatures shall be: Frank L. Hull, County Treasurer; Kathy B. Hollomon, County Auditor; Terri Gillen, First Assistant Auditor; Jeannie Keeney, Julie Jennings, ~~Janice Beard~~

Natalie Robinson and Gloria Turner, Assistant Auditors; and Jane McCollum, Assistant Treasurer. Two signatures (one signature from each office) shall be on each check presented. This authorization is hereby introduced and adopted during the Navarro County Commissioners' Court meeting on February 28, 2011.



H. M. Davenport, Jr, Navarro County Judge

March 7, 2011
Date

Attest by: 

Sherry Dowd, Navarro County Clerk

March 7, 2011



#28
666

TEXAS DEPARTMENT OF HOUSING COMMUNITY AFFAIRS
HOME INVESTMENT PARTNERSHIPS PROGRAM
RESERVATION SYSTEM PARTICIPANT ("RSP") AGREEMENT

RSP AGREEMENT # 2010-0039
WITH
NAVARRO COUNTY,
A Political Subdivision of the State of Texas

HOME RSP AGREEMENT (this "Contract") in connection with approval to participate in the HOME Investment Partnerships Program (CFDA 14.239) Reservation System is made and entered into by and between the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, hereinafter referred to as "Department," and NAVARRO COUNTY, a political subdivision of the State of Texas ("RSP"), herein collectively referred to as "Parties."

RECITALS

WHEREAS, the Department has entered into a grant agreement with the U.S Department of Housing and Urban Development ("HUD") pursuant to which HUD will provide funds to TDHCA to make available to eligible applicants in accordance with the Program Requirements;

WHEREAS, the Department is a designated Participating Jurisdiction within the meaning of the 24 C.F.R. Part 92 and has the authority to make a subaward or otherwise contract with eligible organizations to participate in the administration of HOME funds (the "HOME Funds") to eligible applicants in accordance with the Program Requirements;

WHEREAS, the Board adopted Title 10 of the Texas Administrative Code (TAC) Chapter 53, effective September 24, 2010, applicable to this Contract ("HOME Rule") which set forth, among other things, the rules and requirements by which the Department will administer the HOME Funds;

WHEREAS, the Executive Director approved the Department to enter into this Contract subject to the terms and conditions set forth herein to RSP to serve Households under the Reservation System; and

WHEREAS, the Board approved the Department to enter into a contract subject to the terms and conditions set forth herein for Administrator to administer the HOME Award and Administrator agrees to administer the HOME Award in accordance with the "Program Requirements," which include: the HOME Investment Partnerships Act of 1990, 42 U.S.C. 12721-12839 (the "Act"); applicable Federal and CPD Notices issued by HUD; implementing regulations, 24. C.F.R. Part 92; Tex. Gov't Code Ann. Chapter 2306 (Vernon 2003), 10 TAC Chapter 53 et seq. (the "HOME Rule"), the Application and Application Submission Procedures Manual, and the terms of this Contract and all exhibits and attachments hereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, including the Recitals, which are contractual in nature, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Unless the context clearly indicates otherwise, capitalized terms used shall have the meanings ascribed to them in this Contract, provided that certain capitalized terms used and not defined herein shall have the meanings ascribed to them in or for purposes of the HOME Rule. In the event of a conflict between the Program Requirements with respect to the meaning of a defined term, the meaning given by HUD shall control. The meanings of the capitalized terms used herein and not defined in the Program Requirements are set forth herein.

ARTICLE II
RESERVATION SYSTEM PARTICIPATION

Section 2.1 Term

This Contract shall be effective upon its execution and delivery and shall remain in full force and effect for **twenty four (24) months** ("**Term**" or "**Contract Term**") to begin on the day this Contract is executed by an authorized representative of the Department and end on _____, 20____, unless earlier terminated or amended in accordance with the provisions herein.

Section 2.2 Reservation System Access

A. This Contract is entered into in accordance with the rules at 10 TAC §53.26. Execution of this Contract does not guarantee the availability of funds to carry out the activities described herein. To the extent that the Department makes HOME funds available for the eligible activities specified in subsection D of this section, the RSP shall have access to the Department's Housing Contract System (<https://contract.tdhca.state.tx.us/alligator/Login.m>) to make a Reservation of funds in accordance with the terms and conditions herein.

B. An RSP shall have access to submit a household for a Reservation of Funds on any business day during the Term of this Contract, provided sufficient funds are available.

C. For any Household that is approved for a Commitment of Funds, the RSP must enter into an agreement with Department to govern the provision of approved funds and specify the applicable Program Requirements ("**Household Commitment Contract**"). The Household Commitment Contract is attached hereto as **Exhibit A**.

D. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the amounts available under the Reservation System after making all appropriate adjustments and provisions for other obligations, limitations, costs, and expenses.

E. By election of RSP in the approved Application, RSP shall participate in the Reservation System to serve Households under the following selected Reservation System set-asides as HOME Funds for each respective set-aside are available:

- Homeowner Rehabilitation Assistance (“HRA”) Set-Aside #NA**
(10 TAC §§53.30-32)
- Homeowner Rehabilitation with Refinance Assistance (“HRA”) Set-Aside #NA**
(10 TAC §§53.30-32)
- Homebuyer Assistance (“HBA”) Set-Aside #NA** (10 TAC §§53.40-42)
- Contract for Deed Conversion (“CFDC”) Set-Aside #NA**
(10 TAC §§53.50-52)
- Tenant-Based Rental Assistance (“TBRA”) Set-Aside #NA**
(10 TAC §§53.60-62)
- Single-Family Programs for Persons with Disabilities (“PWD”) Set-Aside**
including the following activities:
 - HBA #NA (10 TAC §§53.40-42)
 - TBRA #NA (10 TAC §§53.60-62)
- Disaster Relief Set-Aside** including the following activities:
 - HBA #NA (10 TAC §§53.40-42)
 - TBRA #NA (10 TAC §§53.60-62)
 - HRA #1001332 (10 TAC §§53.30-32)

Section 2.3 Administration

A. For completed Activities (except as provided below for TBRA), RSP may receive reimbursement for reasonable administrative and planning costs directly related to this Contract and the Program Requirements in an amount that is not more than four percent (4%) of the total amount of Project funds reimbursed to RSP, subject to the provisions of this agreement, for eligible costs under this Contract less any soft costs actually reimbursed or for which may be reimbursed and not including the amount of any Match provided.

B. RSP shall be allowed to draw up to ten percent (10%) of the actual allowable administrative costs (including pre-award costs) incurred at the initial stage of the Contract, with the remaining ninety percent (90%) funded on a pro-rata basis, based on Project funds disbursements and in accordance with the Program Requirements (except as provided below for TBRA Activities). To the extent that an Activity is not completed in accordance with this Contract and the program requirements, funds disbursed under this section shall be repaid to Department within thirty (30) business days of such notice being provided to RSP.

C. For completed TBRA Activities, funds available for reimbursement of such costs shall be limited to eight percent (8%) of the total amount of Project funds reimbursed to RSP, subject to the provisions of this agreement, for eligible costs under this Contract not including the amount of any Match provided. If Match funds are provided in accordance with section 2.4(a)(iii) of this Contract, an additional one percent (1%) of the total Project funds can be reimbursed for administrative costs.

D. For TBRA activities, RSP shall be allowed to draw up to twenty-five percent (25%) of the actual allowable administrative costs (including pre-award costs) incurred at the initial stage of the Contract, with the remaining seventy-five percent (75%) funded on a pro-rata basis, based on Project funds disbursements and in accordance with the Program Requirements. To the extent that an Activity is not completed in accordance with this Contract and the program requirements, funds disbursed under this section shall be repaid to Department within thirty (30) business days of such notice being provided to RSP.

Section 2.4 Match

A. Unless otherwise waived by the HOME Rule, RSP will identify and provide eligible Match funds in accordance with the requirements of 10 TAC §53.28(19) and in an amount consistent with the provisions of this section and the Program Requirements.

(i) For HRA Activities, zero percent (0%) of Project funds if serving a city of less than 3,000 Persons or an unincorporated area of a county with less than 20,000 Persons; ten percent (10%) of Project funds if serving a city of between 3,001 and 5,000 Persons or an unincorporated area of a county of between 20,001 and 75,000 Persons; and twelve and one-half percent (12.5%) of Project funds for all other applications;

(ii) For HBA Activities, at least five percent (5%) of Project funds requested; and

(iii) Notwithstanding provisions (i) and (ii) of this subsection, for TBRA, CFDC Activities or any Activity served under the disaster relief or Persons with Disabilities Set-Asides, no Match funds are required. For TBRA Activities, in accordance with 10 TAC §53.61(g), if Match funds in an amount equal to five percent (5%) or more of Project funds is provided, funds for administrative costs may be increased in accordance with section 2.3 of this Contract.

B. As required by 10 TAC §53.26, at the time every fourth household under a Program Activity is submitted for approval, the Department shall evaluate whether the Match requirement of this section has been met by calculating the cumulative Match required and ensuring that the cumulative Match proposed and provided is sufficient to meet the requirements of this section. Support documentation, acceptable to the Department, evidencing the Match contribution must be submitted by RSP upon request for disbursement of funds for each household assisted or project, in accordance with the Program Requirements, CPD Notice 97-03,

and other HUD guidance. Match is not required to be evenly distributed among households served, but an RSP is encouraged to ensure that Match funds are provided in a fair manner.

Section 2.5 Service Area

A Reservation of Funds for a household is limited to **NAVARRO County**, Texas, in a jurisdiction that is not a participating jurisdiction as defined in 24 C.F.R. §92.105 (except as allowed under the Persons with Disabilities set-aside), and in the Uniform State Service Region Number **THREE (3)** unless otherwise approved by the Department by amendment to this Contract.

Section 2.6 Community Housing Development Organization (“CHDO”)

INTENTIONALLY DELETED

Section 2.7 Targeted Households

A. Each Household served under the Contract is required to have an income that is less than or equal to 80% of AMFI determined in accordance with 24 C.F.R. Part 92 and 24 C.F.R. Part 5; will occupy the unit for which HOME funds are being provided as the household’s principal residence in accordance with the Program Requirements; and that meets all other Program Requirements.

B. In accordance with 10 TAC §53.26, except for households served with HBA funds, RSP will serve at least one (1) household at or below 30% of AMFI for every four (4) households submitted for a Reservation of Funds and approved for assistance.

C. All Households assisted under the PWD Set-Aside shall consist of at least one Household member who has a disability. A Person is considered to have a disability if the Person has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions. A Person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability and as further defined at 24 CFR §92.2.

D. All Households assisted under the Disaster Relief Set-Aside shall be Households whose primary residence was damaged by a natural disaster.

Section 2.8 Construction Standards

A. Each housing unit rehabilitated with HOME Funds, at a minimum, will meet or exceed the Texas Minimum Construction Standards (“**TMCS**”) as well as local building codes and zoning ordinances. Each unit reconstructed or newly constructed with HOME Funds, at a minimum, will meet or exceed the 2000 International Residential Code (“**IRC**”) as required by the HOME Rule. If a housing unit is reconstructed, RSP must also ensure compliance with the

universal design features for construction of single family affordable housing, established by §2306.514 of the Texas Government Code, the energy efficiency standards established by §2306.187 of the Texas Government Code, energy standards as verified by a RESCHECK certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code.

B. Housing units that are provided assistance for acquisition only must meet all applicable state and local housing quality standards and code requirements. In the absence of such standards and requirements, the housing units must meet the Housing Quality Standards (“HQS”) in 24 CFR §982.401.

C. For TBRA, rental units must be inspected prior to occupancy and annually upon Household recertification and must comply with HQS established by HUD.

ARTICLE III **RECAPTURE AND REPAYMENT OF HOME FUNDS**

Section 3.1 Recapture of Funds

A. RSP shall be subject to the following recapture provisions and the Department reserves the right to include in any Loan/Grant Documents, as defined in Section 4.2(D) of this Contract, provisions to force recapture of all funds disbursed under this Contract or an executed Household Commitment Contract (a template of which is attached hereto as Exhibit A) for any of the following events and any other event agreed to by the parties in the Loan/Grant Documents. When applicable, the Department shall use the federal recapture requirements in 24 CFR §92.254 to determine the amount of funds subject to recapture.

(i) Department determines that RSP will be unable to expend all funds awarded within the term of a Household Commitment Contract and/or construction period as defined in the Loan/Grant Documents (as applicable) and funds disbursed did not result in the completion of the units for construction activities and occupancy by Households for all activities in accordance with this Contract;

(ii) HOME Funds have been determined by the Department or HUD to have been expended for costs other than Eligible Costs and have not been repaid to the Department within thirty (30) Business Days of such notice being provided to RSP;

(iii) The completion of construction on any Activity assisted with HOME Funds does not occur prior to the end of the term of the Household Commitment Contract and the end of the term is not extended by the Department. Any home demolished that cannot be reconstructed within term of the Household Commitment Contract becomes the responsibility of the RSP for completion;

(iv) A housing unit assisted with HOME Funds fails to comply, or ceases to comply, with the affordability requirements in 24 C.F.R. §§92.254(a) and (c) and 92.612(c) and as otherwise specified herein.

(v) A violation of any law, regulation or order applicable to the RSP that has or might reasonably be expected to have a material adverse impact on the RSP's ability to fulfill the terms of this Contract and is not cured within the applicable cure period, if any, provided in such law, regulation, or order;

(vi) Gross negligence, fraud, willful misconduct, misappropriation of funds, or criminal activity by RSP or any affiliate of the RSP providing services to or in connection with the Contract or RSP;

(vii) The RSP is debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD;

(viii) Repeated or prolonged failure to provide any Required Report;

B. RSP acknowledges that in the event RSP is unable to perform in accordance with this Contract, as required of RSP in the Loan/Grant Documents, RSP shall terminate this Contract and surrender RSP's rights to any committed funds.

Section 3.2 Sale of the Property, Refinancing, or Release of non-Department Lien

A Household assisted with a loan shall be subject to the provisions of this section in the case of a sale of, refinancing of any other loans with liens on, or release of a non-Department lien on the assisted housing unit and property.

(i) If at any time prior to the end of the loan term following completion of construction or loan closing there occurs a sale of the property, the unit ceases to be the assisted Household's principal residence or default occurs, the First Lien and Second Lien shall become due and payable.

(ii) In the event that the assisted Household refinances any superior lien, at Department's discretion, the Department will re-subordinate if the household can provide documentation, acceptable to the Department, showing that no funds are due the assisted Household as a result of the refinance; the Household will pay off the Department's lien; or that the refinance will not adversely impact the ability for the household to continue to meet the affordability requirements of the Department's loan.

(iii) In the event of payoff of any superior lien, the assisted Household will have the option of: repaying the balance of the Department's loan(s) in full; or repaying the balance of the Department's loan(s) in equal monthly installments over a five (5) year period.

ARTICLE IV
RESERVATION, COMMITMENT, AND DISBURSEMENT OF HOME FUNDS

Section 4.1 Reservation and Commitment of HOME Funds

A. A Commitment of Funds shall not be made under this Contract until which time as the Board has ratified the Executive Director's approval of the RSP application and the authority of the Department to enter into this Contract. If the Board fails to ratify the Executive Director's approval of the RSP application, the Department's obligations hereunder shall terminate and Department shall have no liability to reimburse or otherwise compensate RSP for activities performed.

B. For a Commitment of Funds to a Household, RSP must submit to the Department at its offices in Travis County, Texas, a properly completed electronic Reservation of Funds for an Activity and support documentation using the Housing Contract System prior to the end of the Contract Term, in accordance with the Program Requirements and as required and specified by Department in its sole discretion.

C. An approved Reservation of Funds and Commitment of Funds shall be required for each Activity that receives HOME Funds under this Contract and the Reservation System.

D. A Reservation of Funds shall not constitute a Commitment of Funds until RSP has submitted all required documentation and such documentation has been accepted by Department. If, during review, the Department identifies Administrative Deficiencies, the Department will allow a cure period of ten (10) Business Days beginning at the start of the first Business Day following the date the RSP notified of the Administrative Deficiency. If any Administrative Deficiency remains after the cure period, the Department shall, in its sole discretion, disapprove the request. Disapproved requests shall not constitute a Reservation of Funds.

Section 4.2 Disbursement of HOME Funds

A. RSP may not request disbursement of funds for Eligible Costs incurred under this Contract until the funds are needed for payment of Eligible Costs in accordance with the Program Requirements. RSP shall submit to Department at its offices in Travis County, Texas, a properly completed electronic request for funds and support documentation using the Housing Contract System (<https://contract.tdhca.state.tx.us/alligator/Login.m>) in accordance with the Program Requirements and as required and as specified by Department in its sole discretion.

B. Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until Department has reviewed and approved such request. The Department may request RSP to make modifications to the disbursement request and is authorized to modify the disbursement procedures set forth herein and to establish such additional requirements for payment of HOME Funds to RSP as may be necessary or advisable for compliance with all Program Requirements.

C. RSP agrees to attend training, as may be required by Department, prior to the disbursement of any funds under this Contract.

D. Department shall not release any funds for any costs incurred by RSP under this Contract until Department has received from RSP the following: executed, legally enforceable loan or grant documents (as applicable) which shall include, at a minimum, a promissory note, deed of trust, and construction loan agreement or a grant agreement and construction grant agreement for each assisted household containing remedies adequate to enforce the Program Requirements including the affordability requirements of 24 C.F.R. §92.254 ("Loan/Grant Documents"). RSP shall record such agreements in the real property records of the county in which the Unit is located and return the original documents, duly certified as to recordation by the appropriate county official, to Department. Receipt of such certified recorded original Loan/Grant Documents by Department is required prior to disbursement of any funds under this Contract.

E. Department shall not release HOME Funds for any costs incurred by RSP under this Contract until Department has received certification from RSP that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of, and accounting for, funds provided under this Contract. The Department shall specify the content and form of such certification.

F. Department shall not be obligated to pay for costs incurred or performances rendered by RSP before the execution of this Contract, unless otherwise specified, or for any costs incurred or performances rendered after the termination date of any associated Household Commitment Contract.

G. Department shall not disburse HOME Funds under this Contract until and unless the actual receipt by Department of adequate federal funds to meet Department's liabilities under this Contract. If adequate funds are not available to make payments under this Contract, Department shall notify RSP in writing within a reasonable time after such fact is determined. In that event, this Contract shall terminate and neither Department nor RSP shall have any further rights or obligations hereunder.

H. In addition to the limitations on liability otherwise specified in this Contract, it is expressly understood and agreed by the Parties hereto that if RSP fails to submit to Department in a timely and satisfactory manner any Required Reports, Department may, at its sole option and in its sole discretion, withhold any or all disbursements otherwise due or requested by RSP hereunder. If Department withholds such disbursements, it shall notify RSP in writing of its decision, the reasons for this action and the time period in which RSP must bring itself into compliance.

I. Disbursements withheld pursuant to this section may be held by Department until such time as the RSP is in compliance with the requirements for which funds are being withheld. If RSP fails to perform as required within the stated cure period, Department may terminate this Contract and RSP hereby agrees and acknowledges that upon termination, RSP's rights to any funds shall be terminated.

ARTICLE V
AMENDMENTS

A. Except as specifically provided otherwise in this Contract or in the HOME Rule, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract and shall comply with the amendment requirements of the HOME Rule. A facsimile or electronic copy executed by both Parties will be sufficient to evidence the Parties agreement to any amendment, revision or change to this Contract. If any Party returns this copy by facsimile machine or electronically, the signing party intends the copy of its authorized signature printed by the receiving machine, or the electronic copy, to be its original signature.

B. Any changes, additions, or deletions to the terms of this Contract which are required by changes in federal or state law, or regulations, are automatically incorporated into this Contract without the requirement of a written amendment hereto, and shall become effective on the date designated by such law or regulation.

ARTICLE VI
CROSS-CUTTING FEDERAL REQUIREMENTS

Section 6.1 Environmental Clearance

A. The environmental effects of any activity carried out with funds that may be accessed under this Contract must be assessed in accordance with the provisions of the Program Requirements, National Environmental Policy Act of 1969 (NEPA) and the related activities listed in HUD's implementing regulations at 24 C.F.R. Parts 50, 51, 55 and 58. Each such activity must have an environmental review completed and support documentation prepared complying with the National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Parts 50, 51, 55 and Part 58. **No funds may be requested, reserved, or committed to an Activity before the completion of the environmental review process, including the requirements of 24 C.F.R. §58.6, and the Department has provided written clearance.**

B. If funds are provided under this Contract to a "state recipient," the recipient is delegated authority as the Responsible Entity (RE) and makes all environmental clearance determinations. The Department assumes the role of HUD pursuant to 24 C.F.R. Part 58, "Subpart H - Release of Funds for Particular Projects" and is responsible for reviewing and approving the Request for Release of Funds and granting the recipient the Authority to Use Grant Funds.

C. A non-governmental entity is not delegated authority to become an RE and make environmental determinations and therefore, shall assist Department in completing the environmental review by providing all relevant documentation needed to perform an environmental review, or carry out mitigating measures required, or selecting an alternate property for assistance.

D. Both state recipients and subrecipients must attend HOME training for environmental assessment. The assessments must be satisfactory to Department. This Contract is conditional in nature and does not grant RSP legal claim to any HOME funds for a specific project or site until the environmental review process is approved by Department. The agreement to provide funds to the project is conditional on Department's or RSP's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

E. Funds provided under this Contract may not be used in connection with acquisition or rehabilitation or new construction of housing located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless the locality in which the site is located is participating in the National Flood Insurance Program (NFIP) or less than a year has passed since FEMA notification regarding such hazards and flood insurance is obtained as a condition of approval of the commitment. RSP must determine if the locality participates in the NFIP during the preliminary stages of the environmental clearance process.

Section 6.2 Affirmative Marketing

RSP shall adopt affirmative marketing procedures and requirements. The affirmative marketing procedures and requirements shall include, but not be limited to, those specified in 24 C.F.R. §92.351. The procedures and requirements shall be prepared and implemented in a manner prescribed by Department.

Section 6.3 Labor Standards

A. Every contract for the construction (rehabilitation or new construction) of housing that includes 12 or more units assisted with HOME funds must contain a provision in accordance with 24 C.F.R. §92.354. Contracts involving their employment shall be subject to the provisions, as applicable, of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Sec. 328 to 334. Construction contractors and subcontractors must comply with regulations issued under these Acts and with other federal laws, and regulations pertaining to labor standards and HUD Handbook Federal Loan Standards Compliance in Housing and Community Development Programs, as applicable.

B. RSP, by execution of this Contract, hereby certifies that RSP, or a branch, division, or department of RSP does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, RSP, or a branch, division, or department of RSP is convicted of a violation under 8 U.S.C. §1324(a)(f), RSP shall repay the amount of the public subsidy as stated under Section 3.B. of this Contract with interest, at the rate of 5% per annum, not later than the 120th day after the date the Department notifies RSP of the violation.

Section 6.4 Uniform Relocation

A. RSP shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4201 – 4655, 49 C.F.R. Part 24, and 24 C.F.R. §92.353.

B. RSP must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME Funds.

Section 6.5 Lead-Based Paint

RSP shall comply with 24 C.F.R. §92.355 which requires that housing assisted with HOME Funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 C.F.R. Part 35, (including subparts A, B, J, K, M and R).

Section 6.6 Section 3 Compliance

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

C. The Administrator agrees to send to each labor organization or representative of workers with which the Administrator has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Administrator's commitments under this section of the Contract, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Administrator agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Administrator will not subcontract with any subcontractor where the Administrator has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Administrator will certify that any vacant employment positions, including training positions, that are filled (1) after a contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Administrator's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) ("**Section 7b**") also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7b agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7b.

Section 6.7 Limited English Proficiency

RSP shall comply with the requirements in Executive Order 13166 of August 11, 2000, reprinted at 65 FR 50121, August 16, 2000 Improving Access to Services for Persons with Limited English Proficiency and 67 FR 41455.

ARTICLE VII RECORDS AND REPORTING

Section 7.1 Retention and Accessibility of Records

A. RSP shall establish and maintain sufficient records at its regular place of business, as specified by Department and in accordance with 24 C.F.R. §92.508, including records that demonstrate that each household assisted with funds provided under this Contract is income eligible in accordance with 24 C.F.R. §92.203 and Part 5.

B. RSP agrees that Department, HUD, the Auditor of the State of Texas, the United States General Accounting Office, the Comptroller of the United States, or any of their duly authorized representatives, shall have the right to access and to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by RSP pertaining to this Contract. RSP agrees to maintain such records at its regular place of business.

C. All records pertinent to this Contract shall be retained by RSP for a period of five (5) years in accordance with 24 C.F.R. §92.508(c), except:

(i) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

(ii) Records covering displacement and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. Part 92.

D. RSP acknowledges that Department is subject to the Texas Public Information Act and RSP agrees that funds received from the Department are subject to the Texas Public Information Act and the exceptions to disclosure as provided under the Texas Public Information Act.

E. RSP shall include the substance of this Article VII in all of its subcontracts.

Section 7.2 Reporting Requirements

A. RSP shall submit to Department such reports on the operation and performance of this Contract as may be required by Department, including but not limited to the reports specified in this section. RSP shall provide Department with all reports necessary for Department's compliance with 24 C.F.R. Part 92, which shall hereby be referred to as "**Required Reports**."

B. In addition to Required Reports, the RSP shall provide reports to Department regarding program activities as necessary to evidence progress of performance in accordance with the Program Requirements.

ARTICLE VIII
AUDITS AND MONITORING

Section 8.1 Audits

A. RSP shall submit to Department, within sixty (60) days after the end of each fiscal year, an Audit Certification Form as specified by Department for each fiscal year in which any month of the RSP's fiscal year overlaps a month of the contract period. Unless otherwise directed by Department, RSP shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

(i) RSP shall have an audit conducted in accordance with 24 C.F.R. §84.26 or §85.26, as applicable; OMB Circular A-133; and 31 U.S.C. 7501 for any of its fiscal years included within the contract period specified in Section 1 of this Contract in which

RSP has expenses of more than \$500,000 in federal financial assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term federal financial assistance includes awards of financial assistance received directly from federal agencies, or indirectly through other units of State and local government.

(ii) At the option of RSP, each audit required by this section may cover RSP's entire operations or each department, agency, or establishment of RSP which received, expended, or otherwise administered federal funds.

(iii) Notwithstanding anything to the contrary in herein, RSP may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract. Provided, however, Department shall not make payment for the cost of such audit services until Department has received the audit report from RSP and any other documentation deemed necessary to meet the Program Requirements.

(iv) Unless otherwise specifically authorized by Department in writing, RSP shall submit two (2) copies of the report of such audit to Department within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and to direction on resolution of findings by Department or its authorized representative.

B. Notwithstanding anything in to the contrary herein, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. RSP agrees to permit Department, or its authorized representative, to audit RSP's records and to obtain any documents, materials, or information necessary to facilitate such audit.

C. RSP understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. RSP further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by RSP from funds which were not provided or otherwise made available to RSP under this Contract.

D. RSP shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this section as Department may require of RSP.

E. All approved HOME audit reports shall be made available for public inspection within thirty (30) days after completion of the audit.

F. The RSP shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.

Section 8.2 Uniform Administrative Requirements, Cost Principles, and Program Income

A. If RSP is a governmental entity, RSP shall comply with the requirements of OMB Circular No. A-87; the requirements of 24 C.F.R. Part 85 as applicable, and the Uniform Grant Management Standards, Chapter 783 Texas Government Code, unless otherwise specified in this Contract.

B. If RSP is a non-profit or for-profit organization, RSP shall comply with requirements of OMB Circular No. A-122 and the requirements of 24 C.F.R. Part 84 unless otherwise specified in this Contract.

C. RSP may not retain program income of any kind, however derived, under this Contract, including the retention of program income to fund other eligible HOME activities. RSP shall comply with the requirements of 24 C.F.R. §92.503 to account for program income, repayments, and recaptured funds related to activities financed in whole or in part with funds provided under this Contract. RSP shall provide reports of program income as requested by Department. Program income derived under this Contract must be submitted to Department within ten (10) days of receipt. In any event, program income received from a prior HOME Contract must be disbursed before RSP requests additional funds from Department and the amount of requested funds should be reduced by the program income used and noted in the request.

D. If RSP is a corporation, RSP shall maintain director or officer liability insurance coverage in an amount, not less than \$1,000,000 that is sufficient to protect the interests of Department in the event an actionable act or omission by a director or officer of RSP damages the Department's interests. RSP shall provide Department with certificates of insurance evidencing RSP's current and effective insurance coverage. RSP agrees to notify the Department immediately upon receipt of notification of the termination, cancellation, expiration, or modification of any required insurance coverage or policy endorsements. RSP agrees to suspend the performance of all work performed under this Contract until the RSP satisfies the required coverage requirements, obtains the required policy endorsements and delivers to Department certificates of insurance evidencing that such coverage and policy endorsements are current and effective, and receives notification from Department that the performance of work under this Contract may recommence.

Section 8.3 Monitoring

A. Department reserves the right to carry out field inspections and desk reviews to ensure compliance with the requirements of this Contract. After each monitoring visit or desk review, Department shall provide RSP with a written report of the monitor's findings. If the monitoring reports note deficiencies in RSP's performance under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by RSP.

- B. Failure by RSP to take the action specified in the monitoring report may be cause for suspension, termination or recapture of funds, as provided in Article III of this Contract.
- C. RSP agrees to attend training, as required by Department.

ARTICLE IX **GENERAL PROVISIONS**

Section 9.1 Special Conditions

A. Upon termination of this Contract, all funds, if any, remaining on hand on the date of termination, and all accounts receivable attributable to the use of funds received under this Contract shall revert to Department. RSP shall return these assets to Department within seven (7) business days after the date of termination.

B. It is expressly understood and agreed by the Parties hereto that Department is contracting with RSP as an independent contractor, and that RSP, as such, agrees to hold Department harmless and to the extent allowed by law indemnify Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by RSP under this Contract.

C. It is expressly understood and agreed by the Parties hereto that any right or remedy provided for in this section, or in any other provision of this Contract, shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law. Nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

D. RSP understands that failure to perform under the terms of this Contract or in accordance with the Program Requirements may result in the Department's imposition of the applicable remedies specified in 10 TAC §1.20(e)(1).

Section 9.2 Subcontracts

A. RSP shall include language in any subcontract that failure of subcontractor/consultant to adequately perform under the contract may result in penalties up to and including debarment from performing additional work for the Department.

B. RSP shall only subcontract for performance of activities described in this Contract after RSP has obtained the appropriate documentation verifying the subcontractor's eligibility, as required by state or federal law or specified by Department, for each such proposed subcontract. RSP, in subcontracting for any activities described in this Contract, expressly understands that in entering into such subcontracts, Department is in no way liable to RSP's subcontractor(s).

C. In no event shall any provision of this section constitute adoption, ratification, or acceptance of RSP's or subcontractor's performance hereunder. Department maintains the right to insist upon RSP's full compliance with the terms of this Contract, and by the act of approval under this section, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

Section 9.3 Conflict of Interest

A. RSP shall ensure that no employee, agent, consultant, officer or elected or appointed official of RSP, who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Contract or who is in a position to participate in a decision making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract, or agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

B. RSP shall ensure that no employee, officer, or agent of RSP shall participate in the selection, or in the award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. RSP shall comply with 24 C.F.R. §92.356 (exceptions can only be made by HUD in writing).

C. No owner, developer or sponsor of HOME-assisted housing, including their officers, employees, agents, consultants or elected or appointed officials may occupy a HOME-assisted unit in a development (with the exceptions of (1) an individual living in a HOME-assisted rental housing development where he/she is a project manager or a maintenance worker in that development and (2) an individual receiving HOME funds to acquire or rehabilitate his/her principal residence).

D. None of the HOME Funds may be paid to an entity or organization that provides down payment assistance if the activities of that entity or organization are financed in whole or in part, directly or indirectly, by contributions, service fees, or other payments from the sellers of housing, whether or not made in conjunction with the sale of specific housing acquired with funds provided under this Contract.

E. RSP shall include the substance of this section in all of its subcontracts.

Section 9.4 Nondiscrimination and Faith-Based Activities

A. RSP shall ensure that no person shall, on the grounds of race, color, religion, sex, handicap, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under this Contract.

B. None of the performances rendered by RSP under this Contract shall involve, and no portion of the funds received by RSP under this Contract shall be used in support of any inherently religious activity, such as worship, religious instruction, or proselytization. RSP shall comply with the regulations promulgated by HUD at 24 C.F.R. §92.257.

C. RSP shall include the substance of this section in all of its subcontracts.

Section 9.5 Legal Authority

A. RSP assures and guarantees Department that RSP possesses the legal authority to enter into this Contract, to receive funds authorized by this Contract, and to perform the services RSP has obligated itself to perform under this Contract.

B. The person(s) signing and executing this Contract on behalf of RSP does hereby warrant and guarantee that he is duly authorized by RSP to execute this Contract on behalf of RSP and to validly and legally bind RSP to all the terms, performances, and provisions of this Contract.

C. RSP shall not employ, award contracts to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD and/or the Department. In addition, Department shall have the right to suspend or terminate this Contract if RSP is debarred, suspended, proposed for debarment, or is otherwise ineligible from participating in the HOME Program by HUD or the Department. RSP acknowledges and agrees that this section specifically includes, but is not limited to, consultants hired by RSP to assist RSP in any aspect relative to the activities of this Contract.

Section 9.6 Litigation and Claims

A. RSP shall give Department immediate notice, in writing, of the occurrence of any of the following events:

(i) any action, including any proceeding before an administrative agency, filed against RSP in connection with this Contract; and

(ii) any claim against RSP, the cost and expense of which RSP may be entitled to be reimbursed by Department.

B. Except as otherwise directed by Department, RSP shall furnish immediately to Department copies of all pertinent papers received by RSP with respect to such action or claim.

Section 9.7 Oral and Written Arguments

A. All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

B. All attachments are a part of this Contract and constitute promised performances under this Contract.

Section 9.8 Venue

For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

Section 9.9 Compliance with Federal, State and Local Law

RSP shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of RSP under this Contract. Upon request by Department, RSP shall furnish satisfactory proof of its compliance therewith.

Section 9.10 Certification Regarding Certain Disaster Relief Contracts

The Department may not award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. By executing this Contract, the RSP hereby certifies that: **Under Section 2261.053, Government Code, RSP certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.**

Section 9.11 Certification Regarding Lobbying

A. The undersigned certifies, to the best of its knowledge and belief, that:

(i) **No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or**

employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. The certifications in this section are material representations of fact on which reliance was placed when this transaction was made or entered into. These certifications are a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, each of the Parties has executed this Contract as of the dates written below.

DEPARTMENT:

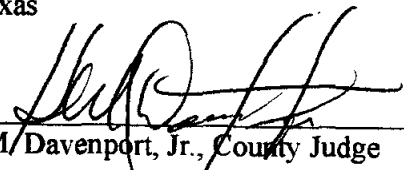
TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS, an agency of the State of
Texas, established by Chapter 2306, Texas
Government Code

By: _____
Michael G. Gerber, Executive Director

Date: _____

RSP:

NAVARRO COUNTY, a political subdivision of the
State of Texas

By:  _____
H.M. Davenport, Jr., County Judge

Date: 2-28-11

TEXAS DEPARTMENT OF HOUSING COMMUNITY AFFAIRS
HOME INVESTMENT PARTNERSHIPS PROGRAM
RESERVATION SYSTEM PARTICIPANT ("RSP") AGREEMENT

EXHIBIT A
HOUSEHOLD COMMITMENT CONTRACT TEMPLATE

RSP AGREEMENT # 2010-0039

**TEXAS DEPARTMENT OF HOUSING COMMUNITY AFFAIRS
HOME INVESTMENT PARTNERSHIPS PROGRAM
HOUSEHOLD COMMITMENT CONTRACT FOR HOMEOWNER REHABILITATION
ASSISTANCE FOR DISASTER RELIEF**

**NAVARRO COUNTY,
A political subdivision of the State of Texas**

HOUSEHOLD COMMITMENT CONTRACT (this "Contract") in connection with the HOME Investment Partnerships Program Reservation System and Reservation System Participant Agreement #2010-0039 ("RSP Agreement") is made and entered into by and between NAVARRO COUNTY, a political subdivision of the State of Texas ("RSP") and TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas, hereinafter referred to as "Department," herein collectively referred to as "Parties."

RECITALS

WHEREAS, RSP wishes to make a Commitment of Funds to Qualified Household, as defined in Article I, in accordance with and subject to all provisions of the RSP Agreement and Program Requirements; and

WHEREAS, RSP agrees and acknowledges that this Contract serves as a supplement to the RSP Agreement and, by execution hereof, shall be subject to all terms and conditions of RSP Agreement unless otherwise specified herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, including the Recitals, which are contractual in nature, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

**ARTICLE I
QUALIFIED HOUSEHOLD**

RSP has reviewed the income and all other documentation necessary for the Household of [] and [] ("Qualified Household"). RSP has verified that the Qualified Household meets the Program Requirements and the requirements of the RSP Agreement.

ARTICLE II
COMMITMENT OF FUNDS

Section 2.1 Term

A. This Contract shall be effective upon its execution and delivery and shall remain in full force and effect for **nine (9) months** ("**Term**" or "**Contract Term**") to begin on the day this Contract is executed by an authorized representative of the Department and end on [____], unless earlier terminated or amended in accordance with the provisions herein or provisions of the RSP Agreement.

B. Without limitation, this Contract shall be subject to the terms and conditions of the RSP Agreement and Program Requirements for the entire Term regardless of the term of RSP Agreement.

Section 2.2 HOME Funds

A. The Department shall make a Commitment of Funds to RSP in an amount not to exceed [____] **AND NO/100 DOLLARS** ([____]) in Project funds and [____] **AND NO/100 DOLLARS** ([____]) in soft costs for [**the acquisition and Rehabilitation and New Construction and Reconstruction and Refinancing**] of the housing unit located at [____] which [**is owned or will be purchased**] by Qualified Household and occupied as their primary residence in accordance with the Program Requirements.

OR

The Department shall make a Commitment of Funds under the HOME Tenant Based Rental Assistance Program to RSP in an amount not to exceed [____] **AND NO/100 DOLLARS** ([____]) in Project funds in accordance with the Program Requirements.

B. To the extent funds are available, the Commitment of Funds shall be made in the Reservation System under the following set-aside:

- Homeowner Rehabilitation Assistance ("HRA") Set-Aside (10 TAC §§53.30-32)**
- Homeowner Rehabilitation with Refinance Assistance ("HRA") Set-Aside (10 TAC §§53.30-32)**
- Homebuyer Assistance ("HBA") Set-Aside (10 TAC §§53.40-42)**
- Contract for Deed Conversion ("CFDC") Set-Aside (10 TAC §§53.50-52)**
- Tenant-Based Rental Assistance ("TBRA") Set-Aside (10 TAC §§53.60-62)**
- Single-Family Programs for Persons with Disabilities ("PWD") Set-Aside including the following activities:**

- HBA (10 TAC §§53.40-42)
- TBRA (10 TAC §§53.60-62)
- Disaster Relief Set-Aside** including the following activities:
 - HBA (10 TAC §§53.40-42)
 - TBRA (10 TAC §§53.60-62)
 - HRA (10 TAC §§53.30-32)

C. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the amounts set forth in Subsection A of this Section.

IN WITNESS WHEREOF, each of the Parties has executed this Contract as of the dates written below.

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS, an agency of the State of
Texas, established by Chapter 2306, Texas Government
Code

By: _____
Its duly authorized officer or representative

Date: _____

RSP:

NAVARRO COUNTY, a political subdivision of the
State of Texas

By: _____
H.M. Davenport, Jr., County Judge

Date: _____