

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 23RD DAY OF MAY, 2011 AT 10:00 A.M., IN THE NAVARRO COUNTY COMMISSIONERS CONFERENCE ROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

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

CONSENT AGENDA

- MOTION TO APPROVE CONSENT AGENDA 5-14 BY HERRINGTON BY
SEC MARTIN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE MINUTES FROM THE PREVIOUS MEETING OF
MAY 9TH, 2011
 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, AND PAYROLL
(PAID 05/15/2011)
 7. MOTION TO APPROVE CELLULAR PHONE ALLOWANCE
AUTHORIZATION FOR JUSTICE OF THE PEACE JACKIE FREELAND
TO WIT PG 311
 8. MOTION TO APPROVE CERTIFICATION OF REVENUE PURSUANT TO
LGC SEC. 111.07075, SPECIAL BUDGET FOR REVENUE RECEIVED
AFTER THE START OF THE FISCAL YEAR FROM SALE OF SURPLUS
PROPERTY **TO WIT PG 312-313**
 9. MOTION TO APPROVE ACCEPTING \$20,000 GRANT FROM NAVARRO
COMMUNITY FOUNDATION **TO WIT PG 314**

10. MOTION TO APPROVE \$10,000 GRANT FROM THE J TOM EADY CHARITABLE TRUST
11. MOTION TO APPROVE CERTIFICATE OF REVENUE PURSUANT TO LGS SEC 111.706, SPECIAL BUDGET FOR GRANT OR AID MONEY, FOR \$20,000 RECEIVED FROM THE NAVARRO COMMUNITY FOUNDATION
TO WIT PG 314
12. MOTION TO APPROVE CERTIFICATE OF REVENUE PURSUANT TO LGC.SEC. 111.0706, SPECIAL BUDGET FOR GRANT OR AID MONEY FOR \$10,000 RECEIVED FROM THE J TOM EADY CHARITABLE TRUST
TO WIT PG 315
13. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN ACCORDANCE WITH LGC SEC.111.0706 DUE TO GRANT FUNDS RECEIVED FOR THE PURCHASE OF WEATHER STATIONS
TO WIT PG 316
14. MOTION TO APPROVE BUDGET ADJUSTMENT OF \$10,000 FROM OFFICE OF EMERGENCY MANAGEMENT EOC REPAIRS AND MAINTENANCE (ACCT # 101-568-446) TO MACHINERY AND EQUIPMENT (ACCT#101-568-575) FOR THE PURCHASE OF WEATHER STATIONS FUNDED MOSTLY BY GRANTS

REGULAR AGENDA

15. PRESENTATION BY NAVARRO REGIONAL HOSPITAL OF YEAR TO DATE UPL ACTIONS AND ACTIVITIES
16. NO ACTION TAKEN ON BURN BAN
17. MOTION TO APPROVE SWEARING IN ESD 1 COMMISSIONER DAVID FOREMAN AND RALPH BLOCK BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 317-318**
18. MOTION TO APPROVE OF CANVASSING THE VOTES FOR CITY OF EUREKA LOCAL OPTION ELECTION BY JUDGE DAVENPORT SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG319-320A**
19. MOTION TO APPROVE FUNDING FOR COUNTY CLEAN UP DAY TO BE HELD JUNE 4, 2011 BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOITON CARRIED


20. MOTION TO APPROVE AMENDMENT NO 2 TO THE AGREEMENT BY AND BETWEEN THE COMPTROLLER OF PUBLIC ACCOUNTS AND THE COUNTY OF NAVARRO FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG) BY MARTIN SEC BY OLSEN ALL VOTED AYE MOTION CARRIED **TO WIT PG 321-323**
21. MOTION TO APPROVE WEATHERBUG PROFESSIONAL AGREEMENT BY OLSEN SEC BY WARREN **TO WIT PG 324-326** ALL VOTED AYE MOTION CARRIED
22. MOTION TO APPROVE PROJECT COMPLETION REPORT AND PURCHASE VOUCHER FOR TDRA CONTRACT NUMBER 710017 BY HERRINGTON SEC BY MARTIN **TO WIT PG 327-335** ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE ACCEPTING AMENDMENTS TO ANNUAL REQUIREMENTS CONTRACT TO ALLOW PURCHASING OF 87 OCTANE GASOLINE BY HERRINGTON SEC BY WARREN **TO WIT PG 336-338** ALL VOTED AYE MOTION CARRIED
24. MOTION TO APPROVE ACCEPTING CERTIFICATES OF TRAINING FOR COUNTY TREASURER FRANK HULL BY OLSEN SEC BY HERRINGTON ALL VOTED AYE MOTION CARRIED **TO WIT PG 339-340**
25. MOTION TO APPROVE COUNTY TREASURER'S MONTHLY FINANCIAL REPORT, FRANK HULL BY MARTIN SEC BY WARREN ALL VOTED AYE MOTION CARRIED **TO WIT PG 341-342**
26. MOTION TO APPROVE TO AUTHORIZE FRANK HULL, KATHY HOLLOMON, TERRI GILLEN TO BE SIGNERS ON THE TEX POOL PRIME INVESTMENT POOL BY OLSEN SEC BY WARREN ALL VOTED AYE MOTION CARRIED **TO WIT PG 343-352**
27. MOTION TO APPROVE FRANK HULL AS ADMINISTRATOR OVER NATIONWIDE NAVARRO COUNTY 457 INVESTMENT PLAN BY MARTIN SEC BY WARREN ALL VOTED AYE MOTION CARRIED
28. MOTION TO APPROVE AUTHORIZING FRANK HULL AS ADMINISTRATOR TO SIGN UPDATED CONTRACT FOR NATIONWIDE COUNTY 457 INVESTMENT PLAN DUE TO CHANGES IN FEDERAL FINANCIAL REQUIREMENTS BY HERRINGTON SEC BY MARTIN

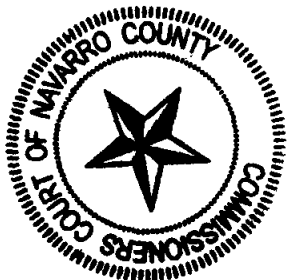
ALL VOTED AYE MOTION CARRIED TO WIT PG 353

- 29. MOTION TO APPROVE TO FORM A 5 PERSON COMMITTEE AS APPOINTED BY COUNTY JUDGE AND COURT TO REVIEW AND ADVISE ON PROPOSED PERSONNEL MANUAL LOWELL THOMPSON, MIKE COX, VICKI GRAY, RUSSELL HUDSON, AND KIT HERRINGTON, FRANK HULL TO BE ADMINISTRATOR BY MARTIN SEC BY WARREN ALL VOTED AYE MOTION CARRIED
- 30. MOTION TO APPROVE A REPLAT OF LOT 204 LOCATED IN PASO ROBLES PHASE II BY HERRINGTON SEC BY OLSEN ALL VOTED AYE MOTION CARRIED
- 31. 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 MAY 23RD, 2011.

SIGNED 23 DAY OF MAY 2011.


SHERRY DOWD, COUNTY CLERK



CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: JACKIE FREELAND

DEPARTMENT: J P 3

JOB TITLE: JUDGE OF PRECINCT 3

JUSTIFICATION FOR ALLOWANCE:

PHONE UPGRADE

DATE APPROVED/DECLINED IN COURT: 5/23/11

EFFECTIVE DATE: 6-1-11

AMOUNT: \$85.00

ADD

REMOVE

CHANGE

By signing this form, the employee understands that they will be required to provide proof of billing for cellular telephone service in their name on a periodic basis, as deemed necessary by Navarro County.

SIGNATURES:

EMPLOYEE: Jackie Freeland DATE: 5-16-11

DEPARTMENT HEAD: Jackie Freeland DATE: 5-16-11

#8

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NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
E-mail: khollomon@navarrocounty.org

Terri Gillen, First Assistant
Junebe Beard, Internal Auditor
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant

Kathy B. Hollomon, CPA
County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

May 17, 2011

To: H. M. Davenport, County Judge
Kit Herrington, Commissioner Pct 1
Dick Martin, Commissioner Pct 2
David Warren, Commissioner Pct 3
James Olsen, Commissioner Pct 4

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706 - Special Budget for Grant or Aid Money; 111.0707 - Special Budget for Revenue from Intergovernmental Contracts; or 111.07075 - Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of All public or private grant aid money, or all revenue from intergovernmental contracts or, Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose."

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the Navarro County Revenue Estimates in the adopted budget for 2010 – 2011.

**The amount and source of the certified additional funds are as follows-
Amount: \$ 16,723.98 Source: GovDeals – Sale of Surplus Property**

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

SPECIAL BUDGET

FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.07075

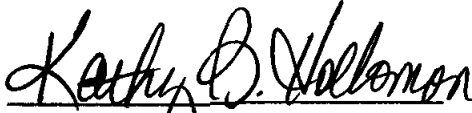
| Fund- Department – Account | Description | Current Budget | Requested Increase | Amended Budget |
|----------------------------|---|----------------|--------------------|----------------|
| 2011-101-365-000 | Sale of County Property (net of \$229.14 fee) | \$ 0.00 | \$ 2,825.86 | \$ 2,825.86 |
| 2011-211-365-000 | Sale of Surplus Property (net of \$1,126.88 fee) | \$ 0.00 | \$13,898.12 | \$ 13,898.12 |

This budget amendment is recognize the revenue received through the GovDeals auction. No budget amendments are being requested to spend this revenue this year.

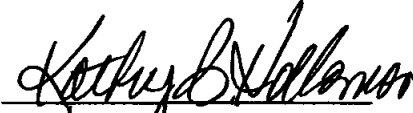
Submitted by:

Revenue Certified by:

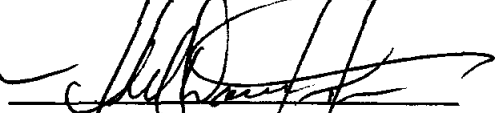
Approved by Commissioners Court:



Kathy B. Hollomon
Navarro County Auditor

Date: 5/18/11


Kathy B. Hollomon
Navarro County Auditor

Date: 5/18/11


H. M. Davenport Jr.
Navarro County Judge

Date: 5/18/11

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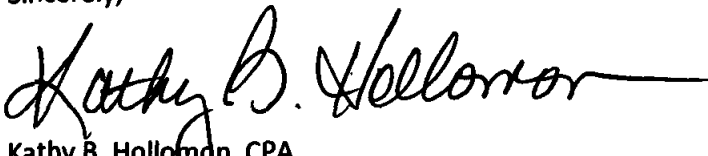
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The amount and source of the certified additional funds are as follows-
Amount: \$ 20,000.00 Source: Navarro Community Foundation

Sincerely,


Kathy B. Hollomon, CPA
Navarro County Auditor

#10.

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NAVARRO COUNTY AUDITOR'S OFFICE

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The amount and source of the certified additional funds are as follows-
Amount: \$ 10,000.00 Source: J. Tom Eady Charitable Trust

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

#13

SPECIAL BUDGET

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0706**

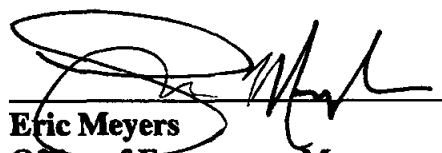
| Fund- Department - Account | Description | Current Budget | Requested Increase | Amended Budget |
|-----------------------------------|----------------------------|-----------------------|---------------------------|-----------------------|
| 2011-101-380-407 | OEM Weather Station Grants | \$ 0.00 | \$30,000.00 | \$ 30,000.00 |
| 2011-101-568-575 | Machinery & Equipment | \$ 8,200.00 | \$30,000.00 | \$ 38,200.00 |

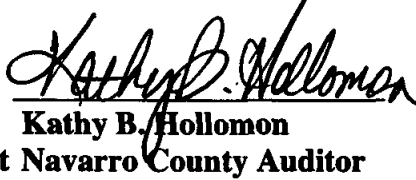
This budget amendment is needed to and increase the line item for the purchase of two weather stations (weather bugs) to be purchased with \$30,000 of grant funds and \$7,000 of budgeted county funds

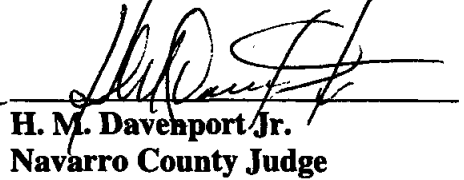
Submitted by:

Revenue Certified by:

Approved by Commissioners Court:


Eric Meyers
Office of Emergency Management


Kathy B. Hollomon
Navarro County Auditor


H. M. Davenport Jr.
Navarro County Judge

Date: 5/17/2011

Date: 5/17/11

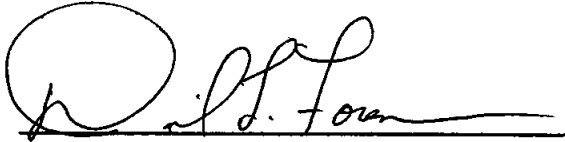
Date: 5-18-11

In the name and by the authority of

The State of Texas


OATH OF OFFICE

I, David L. Foreman, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of FSD #1 Commissioner of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.


 Affiant

SWORN TO and subscribed before me by affiant on this 23 day of May, 2011.

(Seal)


 Signature of Person Administering Oath
H.M. DAVENPORT, Jr.
 Printed Name
NAVARRO Co. Judge
 Title

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Ralph J. Bloet, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of ESD #1 COMMISSIONER of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Ralph J. Bloet
Affiant

SWORN TO and subscribed before me by affiant on this 23 day of MAY, 2011.

(Seal)

H.M. Davenport, Jr.
Signature of Person Administering Oath

H.M. DAVENPORT, Jr.
Printed Name

NAVARRO Co. Judge
Title

#18

CANVASS OF GENERAL ELECTION

I, H. M DAVENPORT, JR _____, NAVARRO COUNTY JUDGE
(name) (office)

of NAVARRO COUNTY _____, Texas, met with the COMMISSIONERS COURT
(political subdivision holding election) (body acting as canvassing board)

sitting as the canvassing board to canvass the general election of MAY 14 _____, 20 11

on MAY 23 _____, 20 11 at CORSICANA _____ Texas.

I certify that the figures on the tally sheets correspond with the figures on the returns.

Witness my hand this 23RD day of MAY _____, 20 11.


Presiding Officer of Canvassing Authority

ORDER DECLARING RESULT OF LOCAL OPTION ELECTION

FILED FOR RECORD
2011 MAY 23 AM 11:01

To Legalize "The legal sale of beer and wine"

DANDA PARKER
NAVARRO CO. ELECTIONS
BY *[Signature]* DEPUTY

THE STATE OF TEXAS

COUNTY OF NAVARRO

On this the 23th day of May, 2011, the Commissioners' Court of Navarro County, Texas, convened in a special session open to the public, at the regular meeting place thereof at the Courthouse in Navarro County, Texas, with the following members of the Court present, to wit:

| | |
|------------------------|--------------------------|
| H.M. Davenport, Jr | County Judge |
| Kit Herrington, | Commissioner Precinct #1 |
| Richard "Dick" Martin, | Commissioner Precinct #2 |
| David "Butch" Warren, | Commissioner Precinct #3 |
| James Olsen, | Commissioner Precinct #4 |

constituting a quorum, and among other proceedings, passed the following order:

"There came on to be considered the returns of an election held on the 14th day of May, 2011, in The City of Eureka, Navarro County, Texas, to determine whether or not the sale of beer and wine specified in the Order calling said election shall be prohibited or legalized.

It appearing to the satisfaction of the Court that said election was in all respects legally held, and that said returns were duly and legally made, and that there were cast at said election 155 valid and legal votes, of which number there were cast:

81 VOTES FOR "THE LEGAL SALE OF BEER AND WINE"
(VOTOS A FAVOR DE)

OR
(O)

74 VOTES AGAINST "LA VENTA LEGA DE CERVEZA Y VINO"
(VOTOS EN CONTRA DE)

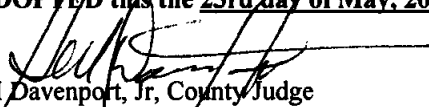
IT IS THEREFORE, FOUND AND DECLARED AND SO ORDERED by the
Commissioners Court of Navarro County, Texas:

**That a majority of the qualified voters in said named area voting at said election voted to ,
LEGALIZE the sale of alcoholic beverages of the type specified in the Order calling said election.**

This Order shall be entered of record in the office of the Clerk of this Court, whereupon it shall be lawful in said above mentioned area to manufacture, sell or distribute alcoholic beverages of the type specified in the Order calling said election in accordance with the terms of the Texas Alcoholic Beverage Code until such time as the qualified voters of said area may thereafter, at a legal election held for that purpose by a majority to decide otherwise. The Elections Administrator shall, within three days from date of this order, certify the results of the above mentioned election to the Secretary of State at Austin, Texas and the Texas Alcoholic Beverage Commission.

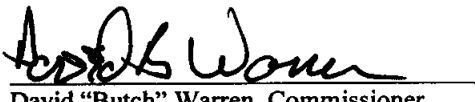
It is further found and determined that written notice of the date, hour, place and subject of this meeting was posted on the bulletin board located at a place convenient and readily accessible to the general public at all times in the County Courthouse, Navarro County, Texas at least 72 hours preceding the scheduled time of this meeting and that all of the terms and provisions of Article 6252-17 Texas Revised Civil Statutes, have been complied with and a copy of said notice shall be attached to this Order and become a part thereof."


PASSED, APPROVED AND ADOPTED this the 23rd day of May, 2011.


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


Kit Herrington, Commissioner
Precinct #1


Richard "Dick" Martin, Commissioner
Precinct #2


David "Butch" Warren, Commissioner
Precinct #3


James Olsen,
Precinct #4

#20

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**AMENDMENT NO. 2
TO THE
AGREEMENT
BY AND BETWEEN
THE COMPTROLLER OF PUBLIC ACCOUNTS
AND
THE COUNTY OF NAVARRO
FOR
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)**

Sub-Award # CS0983

This Amendment No. 2 to the Agreement for the ARRA EECBG (the "Agreement") is entered into by and between the Comptroller of Public Accounts (Comptroller) and County of Navarro (Subrecipient). This Amendment No. 2, together with the Agreement, represents the entire agreement between the parties concerning the subject matter of this Amendment No. 2 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In the event of conflict between the Agreement and this Amendment No. 2, the language in this Amendment No. 2 shall control.

I. Recitals

WHEREAS, on or about December 22, 2010, the Comptroller and the Subrecipient entered into the Agreement; and

WHEREAS, the Comptroller and the Subrecipient desire to execute this Amendment No. 2 to the Agreement to amend the Statement of Work; and

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the Comptroller and the Subrecipient hereby agree to the following amendment to the Agreement:

II. Amendment

Attachment G, Statement of Work and Budget, to the Agreement is hereby deleted in its entirety and is replaced with a Revised Attachment G, Statement of Work and Budget, which is attached to and incorporated into this agreement and this Amendment No. 2 as Exhibit 1.

III. Entireties

Except as expressly amended herein, all other terms of the Agreement, as amended, remain unchanged, are in full force and effect, and are ratified and affirmed by the parties. By their execution and delivery of this Amendment No.2 neither party waives or releases any default hereunder.

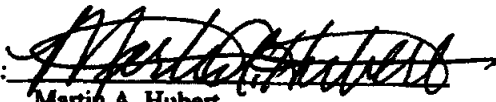
IV. Signatories

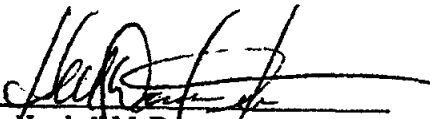
The undersigned signatories represent and warrant that they have full authority to enter into this Amendment No. 2 on behalf of the respective parties named below.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 in duplicate originals, each of which shall constitute only one instrument.

Texas Comptroller of Public Accounts

County of Navarro

By: 
Martin A. Hubert
Deputy Comptroller

By: 
Hershell M. Davenport
County Judge

Date: 6/3/11

Date: 5-23-11

ATTACHMENT G
Statement of Work and Budget-Amendment #2

County of Navarro – Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Energy Audits & Retrofits

This project involves retrofitting an existing roof with a new energy efficient roof, and retrofitting existing HVAC units with new energy efficient HVAC units.

Approved Budget Per Cost Category and Payment:

| COST CATEGORY | BUDGET |
|--------------------------------|---------------------|
| Audit | \$0.00 |
| Consultant | \$0.00 |
| Travel | \$0.00 |
| Subcontractor | \$115,153.00 |
| Project equipment | \$0.00 |
| Other Direct Operating Expense | \$0.00 |
| Total Budget | \$115,153.00 |
| Funds Leveraged | \$0.00 |

Total payments to ARRA-recipient under this Agreement shall not exceed **\$115,153.00** in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. (Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)

| Task | Timeline |
|---|----------------------------|
| Retrofit three existing 10 year or older HVAC units with new 14 SEER or higher HVAC units at the Navarro County Justice Center (312 W. 2 nd Ave, Corsicana, Texas 75110) | June 2010 – September 2011 |
| Install new green roof composed of ½” expanded polystyrene insulation covered with a white, 40 mil, single-ply membrane on top of the old tarpaper roof after removing the dirt and debris at the Navarro County Justice Center (312 W. 2 nd Ave, Corsicana, Texas 75110). | March 2011- March 2012 |

Please note buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.

#21

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WEATHERBUG PROFESSIONAL AGREEMENT
 12410 Milestone Center Drive, Suite 300, Germantown, MD 20876
 EARTH NETWORKS dba WEATHERBUG herein referred to as "Earth Networks"

| Customer Contact Information | | | |
|------------------------------|--------------------|--------------------------|---|
| Business Name: | Navarro County OEM | Business Address: | 300 W 3 rd Ave Corsicana, TX 75110 |
| Contact Name: | Eric Meyers | | |
| Contact Phone: | (903) 875-3315 | Contact Fax: | 903-872-7495 |

| Customer Billing Information (if different from above) | | | |
|--|--|--------------------------|--|
| Business Name: | | Business Address: | |
| Contact Name: | | Contact Fax: | |
| Contact Phone: | | | |

| WeatherBug Contact Information | | | |
|--------------------------------|----------------|-----------------------|----------------------------|
| Salesperson: | Stuart Hershon | Email Address: | shershon@earthnetworks.com |
| Contact Phone: | (301) 250-4080 | Contact Fax: | (301) 258-5210 |

| Schedule of Products and Services | | | | |
|---|-------|----------|------------|-------------|
| Product Name | Notes | Quantity | Unit Price | Total Price |
| Installation: Weather Station and Camera Plus Lightning Package | | 2 | \$3,000.00 | \$6,000.00 |
| Lightning Package Upgrade | | 2 | \$3,990.00 | \$7,980.00 |
| Streamer RT - Gov't / Comm (3 Seat License) | | 1 | \$0.00 | \$0.00 |
| WeatherBug MotionCam | | 2 | \$7,495.00 | \$14,990.00 |
| WeatherBug Tracking Station w/ Display | | 2 | \$4,015.00 | \$8,030.00 |

| | |
|---------------------|--------------------|
| Grand Total: | \$37,000.00 |
|---------------------|--------------------|

Initial Term of Contract _____

Date of Original Signed Terms and Conditions: _____

Remarks:

The buyer agrees to payment terms of Net 30 unless otherwise documented. Late payment fees will be charged as one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late.

Installation and/or maintenance costs quoted above are valid for standard installations only. Any installation or maintenance work that requires non-standard equipment, materials or regulatory expense may be subject to an additional charge.

Please allow six to eight weeks for delivery of hardware.

This order is subject to sales tax at time of invoicing.

The parties agree to be bound by the Earth Networks terms and conditions.

ATTACHMENT 1 - TERMS AND CONDITIONS

Customer:

EARTH NETWORKS

By: [Signature]
Name: H.M. DALEPORT, Jr.
Title: NAVARRO CO. Judge
Date: 5-23-11

By: _____
Name: _____
Title: _____
Date: _____

Please fax all pages of the signed agreement directly to Earth Networks at 1-301-258-5210.

ATTACHMENT 1 - TERMS AND CONDITIONS

1. Payment. The Buyer agrees to payment terms per Remarks section of Schedule. Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late; (b) Payment should be made to:

Earth Networks
Dept 0152, PO Box 120152
Dallas, TX75312

2. Inspection and Acceptance. It is Buyer's responsibility to inspect and accept each unit at the time of delivery. Failure of Buyer to inspect and accept the unit at that time waives Buyer's rights to inspection and acceptance as a term of the contract. However, any actions under this clause shall not be deemed a waiver of any warranty contained herein.

3. Web Services. As part of this package purchase, Seller agrees to provide to Buyer: (1) complete access to the web service specified on the Schedule; (2) Provide adequate bandwidth and server capacity; (3) Provide toll-free technical support. The above services will be provided for as long as Seller maintains support for the applicable web service.

4. Term and Termination. The web services shall have an initial term as specified on the Schedule. Unless otherwise specified on the Schedule, the web services subscription shall automatically renew for successive 12 month terms, unless terminated by either party with at least 30 days written notice prior to the expiration of the then current term.

5. Dispute. The parties agree that any dispute, other than those relating to payment, due and owing from Buyer to Seller, arising out of or relating to this Agreement, shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties shall jointly request that an Arbitrator be appointed by the Alternative Dispute Resolution Administrator for the Circuit Court for Montgomery County, Maryland, to serve as the final arbiter of any dispute. Any award of the Arbitrator shall be enforceable in the applicable court for enforcement. Both Buyer and Seller agree that the finding of the arbitrator is binding and no other remedy, including legal remedies, is permitted.

6. Warranty. The Seller warrants the hardware and software purchased by the Buyer against defects in workmanship and materials for a period of one (1) year from date of delivery under this contract. The Seller shall, at its sole option, either repair or replace defective items. Buyer is responsible to return of defective items to Seller by means specified by the Seller. The Buyer shall bear all shipping expenses. Packing of defective items for return is responsibility of Buyer. Damage due to natural causes (storms, lightning, flying debris, etc.) is not covered by this warranty. Damage resulting from Buyer negligence or mishandling of hardware and software is not covered by this warranty.

7. Alterations and Attachments. If Buyer makes alterations or attaches a device or any other item to the Earth Networks unit as sold and installed, the warranty is voided and Seller has no further obligation under the warranty.

8. Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE WEB SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABALE" BASIS. EXCEPT AS PROVIDED IN SECTION 6 ABOVE, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO BUYER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT SELLER IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SERVICES, AND SELLER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM BUYER'S OR ANY AUTHORIZED USER'S RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

9. Lightning Disclaimer. Experience has shown that the resolution, timeliness, and format in which lightning data are

presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by Seller, and/or its data suppliers.

10. Liability. Buyer and subsequent users of hardware and software agree to waive any liability of Seller for damage caused by hardware and software installation and operation on any user premises.

11. Limitations of Liability. Except for damages caused by Seller's willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, Seller limits or disclaims liability related to the manufacture, delivery, or use of the equipment, the software and/or supplies used in connection with the equipment or the provision of services for the equipment, as follows: (a) For direct damages, Seller liability is limited to the amounts paid by Buyer for the equipment, software, supplies or services giving rise to, or which are the subject of the claim, whether such claim alleges breach of contract, or tortious conduct including but not limited to negligence or any other theory; (b) Seller disclaims liability for indirect, incidental, special, or consequential damages (including but not limited to, loss of use, revenue, or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.

12. Data Rights. Seller retains all rights to data and/or video images (hereinafter "data") generated by the Earth Networks system(s). Seller grants Buyer a limited license for use of such data, in connection with Buyer's internal business/educational purposes, but for no other purpose. Seller has exclusive rights for resale or to otherwise use data from the installed system(s). Buyer and users of hardware and software under this contract cannot provide access to third parties without the express written consent of Seller. Requests for access must be in writing to the Seller at the Seller's place of business. Seller grants Buyer a royalty free license to use and disseminate data generated by the Buyer's Earth Networks system for educational purposes, save and except that Buyer is expressly prohibited from disseminating data to media outlets (such as TV stations, cable channels, radio stations, newspapers, and magazines). Buyer is expressly prohibited from disseminating data from any other Earth Networks system.

13. Access To Communication Line. Buyer agrees to connect, at Buyer expense, the Earth Networks unit(s) to a dedicated, full-time Internet connection. Buyer further agrees to maintain the Earth Networks system in an operational mode at all times and to permit Seller authorized outside access to system data through the telecommunication line. Telecommunication line expense is solely the obligation of Buyer. Buyer agrees to follow all procedures outlined in the Operations Manual to ensure system access is maintained.

14. Non-Waiver of Rights. The failure of Buyer or Seller to insist upon strict performance of the terms and conditions of this Contract or to exercise any rights or remedies, shall not be construed as a waiver or its rights to assert any of same rights or to rely on any such terms or conditions at any time thereafter.

15. Governing Law. This Agreement shall be governed by the laws of the State of Maryland.

16. Attorney's Fees/Costs. In any action by a party to enforce its rights hereunder, the non-prevailing party

shall pay the prevailing party's costs and expenses (including reasonable attorney's fees & other arbitration costs).

17. Extraordinary Circumstances. Except for obligations of payment, neither Seller nor the Buyer shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning and all other acts of God.

18. Breach. Either party may terminate this Agreement on breach by the other party of any material term or condition hereof 10 days after written notice is given to the breaching party by the non-breaching party if such breach is not cured.

19. Order Fulfillment. If this is a multiple unit order and/or includes promotional goods, credits, services, and the Buyer does not fully complete the terms of the Order agreement, Seller reserves the right to re-bill at standard prices or to retrieve the promotional items, unless the Buyer reconciles by acquiring another Earth Networks product eligible for such promotional items/discounts.

20. Patent Indemnity. Seller will defend the Buyer from, and pay for ultimate judgment or liability for infringement in the United States by equipment or operating system software ("Software") of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright if Buyer promptly notifies Seller in writing of any alleged infringement, allows Seller to defend, and cooperates with Seller. Seller is not responsible for any non-Earth Networks litigation expenses or settlements unless Earth Networks agrees to them in writing. Seller is not liable for any infringement due to equipment or software being made or modified by the Buyer or Buyer requested specification or designs, or being used or sold in combination with equipment, software, or supplies not provided by Seller. **IMPORTANT: SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT AND HAS NO OTHER LIABILITY FOR INFRINGEMENT OR ANY DAMAGES THEREFROM.** To avoid an infringement (even if not alleged) Seller may, at its option, at no charge to Buyer, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.

21. Purchase Orders. Except for identifying goods, services or software ordered, prices and quantities, the terms and conditions contained or referenced in Buyer purchase order or other ordering documents shall be of no force or effect.

22. Necessary Maintenance by Earth Networks. Buyer will provide, upon reasonable notice by Seller, access to the system(s) for the purpose of supplying necessary maintenance and/or the installation of additional sensor equipment.

23. Severability/Assignability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Neither party may assign this Agreement or any of its rights and obligations hereunder to any person, firm or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided however that either party may assign this Agreement to a successor in interest as a result of a sale of all or substantially all of its stock or assets.

24. Modification. This contract shall not be varied in its terms or conditions by any oral Agreement or representation, but only by an instrument in writing of even or subsequent date thereto, properly executed by both the Seller and Buyer.

25. Entire Agreement. The terms and conditions contained or referenced in this Order Agreement are the complete and entire agreement between Seller and Buyer respecting the subject matter of this Agreement.

[Signature] 5-23-11
Customer Signature and Date

#22



REQUEST FOR PAYMENT
A203

327



Request Number:

5

Note: All shaded field headers are interactive buttons that contain helpful information to complete this form.

Grant Recipient: Navarro County Contract No.: 710017

Contract Period: From: Jun 3, 2010 To: Jun 2, 2012 Period Covered by this Report: From: Feb 1, 2011 To: Apr 14, 2011

| | Budget B | This Request C | Total Prior Request D | Balance (B-C-D) |
|---------------------------------|---------------|-------------------|--------------------------|--------------------|
| 4 - Street Improvements | \$ 52,487.00 | \$ 0.00 | \$ 39,751.45 | \$ 12,735.55 |
| 5 - Flood-Drainage Improvements | \$ 168,340.00 | \$ 0.00 | \$ 139,055.26 | \$ 29,284.74 |
| 32 - General Administration | \$ 34,000.00 | \$ 3,500.00 | \$ 30,500.00 | \$ 0.00 |
| | \$ 254,827.00 | \$ 3,500.00 | \$ 209,306.71 | \$ 42,020.29 |

Total Grant Funds Requested To Date:
\$ 212,806.71

Total Local Match Expended To Date:
\$ 417,165.76

196.03% matched

ALL EXPENDITURES RELATED TO THIS CONTRACT MUST BE CONSISTENT WITH THE UNIFORM GRANT AND CONTRACT STANDARDS DEVELOPED UNDER THE DIRECTIVE OF UNIFORM GRANT AND CONTRACT MANAGEMENT ACT OF 1981, TEXAS CIVIL STATUTES, ARTICLE 4413 (32g).

CERTIFICATION: I certify that to the best of my knowledge and belief that:

- the data above are correct
- payment is due and has not been previously drawn
- all activities requested for reimbursement are consistent with the TxCDBG contract Exhibit A, Performance Statement, and
- all outlays were made in accordance with the terms of the contract.

REMARKS:

Kathy B. Holman

 Signature of Authorized Certifying Official

~~Apr 14, 2011~~ *5/23/11*

 Date

Kathy B. Holman

 Typed Name

County Auditor

 Typed Title

+1 (903) 654-3025

 Phone Number

Approval of TDRA Accounting Department

Date of TDRA Approval

PURCHASE VOUCHER

Page: _____ of Page: _____

| | | | | | | | | | | | | |
|---|---------|--|--------|------------------------|---|-----------------------------|--------------|------------------------------------|----------------------------|---------------------------|-------------------------------|---|
| 1. Archive reference number | | 2. Agency number 357 | | | 3. Agency name Texas Department of Rural Affairs | | | | 4. Current document number | | | |
| | | 5. Effective Date | | 6. Order document date | | 7. Due Date | | 8. Doc Agency | | | | |
| 9. Payee identification number (Must be 14 digits) 75-6001092 | | | | 10. PDT | 11. PCC | 12. Requisition number 5 | | 13. Document amount \$ 3,500.00 | | | | |
| 14. Payee name / address Navarro County 300 W. Third St. Corsicana, TX 75110 | | | | | | 15. GSC order number | | 17. AGENCY USE | | | | |
| | | | | | | 16. Lease number | | | | | | |
| 18. SFX 001 | Ref Doc | SFX 001 | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount \$ 139,055.26 | | R |
| | APPN | Fund | NACUBO | | Grant Number | Grant Year/Phase | | Project Number | Project | Contract number 710017 | Multipurpose code | |
| Invoice number | | Sub-Fund | | Description | | | | Phase | AGENCY USE | | | |
| 18. SFX 002 | Ref Doc | SFX 001 | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount | | R |
| | APPN | Fund | NACUBO | | Grant Number | Grant Year/Phase | | Project Number | Project | Contract number 710017 | Multipurpose code | |
| Invoice number | | Sub-Fund | | Description | | | | Phase | AGENCY USE | | | |
| 18. SFX 003 | Ref Doc | SFX 001 | M | TC | Index | PCA | AY | COBJ | AOBJ | Amount | | R |
| | APPN | Fund | NACUBO | | Grant Number | Grant Year/Phase | | Project Number | Project | Contract number 710017 | Multipurpose code | |
| Invoice number | | Sub-Fund | | Description | | | | Phase | AGENCY USE | | | |
| 19. SER / DEL DATE 2011-02-01 2011-04-14 | | 20. DESCRIPTION OF GOODS OR SERVICES Advance/reimbursement of service to assist low-income and moderate-income areas within the Community Development Block Grant Program rendered in accordance with an agreement between the Office of Rural Community Affairs and Navarro County as funded through the Department of Housing and Urban Development (HUD). Contract No. 710017 is on file and available for inspection. | | | | | 21. QUANTITY | | 22. Unit Price | | 23. Amount \$ 3,500.00 | |

LOCAL CERTIFICATION

I certify that the above services were rendered or goods received; that they correspond in every particular way with the contract under which they were procured; that the invoice is true and unpaid; and that the claim was presented to the State within the applicable limitations period.

Name (Type or Print and Sign) County Judge
Title

24. Grant Recipient Contact Name
Tim F. Glendening

Phone Number
+1 (972) 704-3033

25. Entered by

26. I approve this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. This payment complies with the General Appropriations Act.

Approved (Sign Here) _____

Phone Number +1 (903) 654-3025 Date: Apr 14, 2011
Phone Number _____ Date: _____

329

TIM F. GLENDENING & ASSOCIATES, INC.

Post Office Box 795876

Dallas, Texas 75379

972.704.3033

INVOICE

| |
|----------------|
| DATE |
| April 14, 2011 |

| CLIENT | PROJECT |
|----------------|--|
| Navarro County | Grant administration services for Texas Community Development Program/Disaster Relief Fund road/drainage improvements project. |

| DESCRIPTION OF SERVICES | AMOUNT DUE |
|---|-------------------|
| <ul style="list-style-type: none">Project completion report | \$3,500 |

| |
|--------------------------|
| TOTAL DUE |
| \$3,500.00 (grant funds) |

Thank you.

PROJECT COMPLETION REPORT
A1200

930
Grant Recipient Name
Navarro County

Contract Number
710017

Grant Recipient Name: Navarro County DUNS No. 071371363
Contract No: 710017 Contract Start Date: Jun 3, 2010 Contract End Date: Jun 2, 2012

Part I. General Reports

Total Persons Benefitting: Total Contract Beneficiaries: 7,229 Low-to-Moderate Income Beneficiaries: 2,467

Certificate of Expenditures:

| Activity | TxCDBG Budget | TxCDBG Funds Drawn To-Date | TxCDBG Funds not Received (including pending draws) | | Local Contribution | Percent Matched |
|-------------------|----------------------|----------------------------|---|-------------------------|---------------------|-----------------|
| | | | TxCDBG Reserved Funds | Unutilized Funds (Deob) | | |
| 4 Streets | \$52,487.00 | \$39,751.45 | \$0.00 | \$12,735.55 | \$0.00 | |
| 5 Flood/Drainage | \$168,340.00 | \$139,055.26 | \$0.00 | \$29,284.74 | \$417,165.76 | |
| 32 Administration | \$34,000.00 | \$30,500.00 | \$3,500.00 | \$0.00 | \$0.00 | |
| Total | \$ 254,827.00 | \$ 209,306.71 | \$3,500.00 | \$42,020.29 | \$417,165.76 | 196 % |

Civil Rights & Citizen Participation:

Equal Opportunity Requirements Section 3 Requirements Promotion of MBE Participation Excessive Force Policy Section 504 Requirements Fair Housing Requirements

Fair Housing Activity (describe): Published Fair Housing Notice

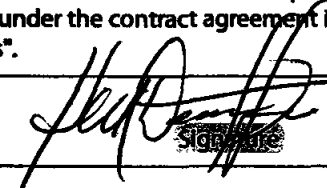
Final Public Hearing Comments: None

Final Public Hearing Date: Apr 4, 2011 Hearing Publication Date: Mar 29, 2011 Work Completed Date: Jan 31, 2011

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- a. All activities undertaken with funds provided under the contract identified in this report, have, to the best of my knowledge, been carried out in accordance with the contract agreement;
- b. The information contained in this Project Completion Report is accurate to the best of my knowledge;
- c. All records related to contractor activities are available for review;
- d. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- e. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a);
- f. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities; and
- g. Proper provision has been made for the payment of all unpaid costs and unsettled third-party claims and the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified in the Certificate of Expenditures table as "TxCDBG Reserved Funds".

| | | |
|------------------------------------|--|------|
| H. M. Davenport, Jr., County Judge |  | |
| Name and Title (Print) | Signature | Date |

Attachments: The following documents support this report.

Publication, Final Public Hearing attached (copy and affidavit) Project Map Same as application

Evidence of Benefit not required (no activities on private property) Section 3 Annual Report attached

Original Submittal Revision Date revised: _____

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name

Navarro County

Contract Number

710017

331

Part II. Performance Report Report work performed and performance measures for each contract budget activity.

Actual Accomplishments:

| Activity | Item Installed or Action Performed | Units | Perf. Stat Quantities | Actual Quantities | % Change |
|------------------|--|-------|-----------------------|-------------------|----------|
| 4 Streets | base, millings, rock rip-rap, washrock and concrete | each | 1 | 1 | 0 |
| 4 Streets | 72" culverts | l.f. | 40 | 40 | 0 |
| 5 Flood/Drainage | headwall preparation and installation for seven (7) sites | each | 1 | 1 | 0 |
| 5 Flood/Drainage | site prep for rip-rap for four (4) sites | each | 1 | 1 | 0 |
| 5 Flood/Drainage | Installation of rip-rap, removal of damaged culverts and debris removal at two (2) sites | each | 1 | 1 | 0 |
| 5 Flood/Drainage | demobilization at eleven (11) sites | each | 1 | 1 | 0 |

Does the current Performance Statement accurately reflect the project location(s)? Yes

Have final project record drawings been received by the Grant Recipient? No, not required by the TxCDBG contract

HUD Performance Measures:

| Activity | Objective | Outcome | |
|-------------------|--|----------------------|-------|
| 4 Streets | 1. Suitable Living Environment | 3. Sustainability | |
| Benefit Indicator | Facility/Infrastructure, no longer substandard | No. of Beneficiaries | 5,328 |
| Special Category | none | | |

| Activity | Objective | Outcome | |
|-------------------|--|----------------------|-------|
| 5 Flood/Drainage | 1. Suitable Living Environment | 3. Sustainability | |
| Benefit Indicator | Facility/Infrastructure, improved access | No. of Beneficiaries | 7,229 |
| Special Category | none | | |

Check this box if this project includes Housing activities (other than water/sewer connections)

PROJECT COMPLETION REPORT

A1200

Grant Recipient Name

Navarro County

332

Contract Number

710017

Part III(a) Beneficiary Detail Report - Activities on Public Property

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons.

Fields marked in pink ("Total" or "Grand Total") must equal the total beneficiaries for the activity(s) in the contract Performance Statement.

| | |
|--|--|
| Activity: 4 Street Improvements | Activity: 5 Flood and Drainage Improvements |
|--|--|

| Beneficiaries by Demographic: | No. of Persons | | |
|---------------------------------------|----------------|----------|-----------|
| | Male | Female | Total |
| Gender | 3,557 | 3,672 | 7,229 |
| Race | Non-Hispanic | Hispanic | Sub-Total |
| White | 4,741 | 380 | 5,121 |
| Black/ African American | 1,205 | 9 | 1,214 |
| Asian | 30 | 4 | 34 |
| American Indian/ Alaskan Native | 22 | 11 | 33 |
| Native Hawaiian/ Other Pacific Island | 23 | 1 | 24 |
| American Indian/ Alaskan Native ANI | 21 | 2 | 23 |
| Black/ African American AND White | 12 | 1 | 13 |
| American Indian/Alaskan Native ANI | 2 | 0 | 2 |
| Other/ Multi-Racial | 25 | 733 | 758 |
| Asian AND White | 7 | 0 | 7 |
| Grand Total: | 7,229 | | |

Beneficiaries by Income:

| Income Level | No. of Persons |
|--|----------------|
| Very Low (at or below 30% of the AMFI) | 830 |
| Low (31-50% of the AMFI) | 737 |
| Moderate (51-80% of the AMFI) | 900 |
| Non-Low/Moderate (above 80% of the AMFI) | 4,762 |
| Total | 7,229 |
| Subtotal - All Low/Mod | 2,467 |
| Percent Low/Mod | 34.13% |

Part IV Final Financial Interest Report

Report all contracts executed under this TxCDBG contract that are valued at or above \$2,000.

Contracts with no subcontractors

| Type of Services | Business Name | Contract Amount | | | Qtr Executed |
|------------------|----------------------------|-----------------|-------------|---------------|--------------|
| | | TxCDBG Funds | Other Funds | Total Dollars | |
| Administration | Tim F. Glendening & Assoc. | \$34,000.00 | \$0.00 | \$34,000.00 | 3Q-10 |

At least one contract executed under this TxCDBG contract includes subcontracts valued at or above \$2,000.

No contracts executed under this TxCDBG contract include subcontracts valued at or above \$2,000.

SECTION 3 ANNUAL REPORT
A1011

Grant Recipient Name
Navarro County

334

Contract Number
710017

Rpt Year
2011

Economic Opportunities for Low and Very Low-Income Persons

1. Grant Recipient: Navarro County

2. Contract Number: 710017

3. Report Year: 2011

Contracts Executed During Reporting Year:

Report all contracts executed during the reporting year under this TxCDBG contract that are valued at or above \$2,000.

Non-Construction Contracts:

| Business Name | Contract Amount | Section 3 Business | Section 3 Amount |
|----------------------------|-----------------|--------------------------|------------------|
| Tim F. Glendening & Assoc. | \$34,000.00 | <input type="checkbox"/> | \$0.00 |
| | \$34,000.00 | | \$0.00 |

Construction Contracts:

| | | | |
|---------------------|--------------------------------------|-------------------------------|---|
| Prime (Name): _____ | Construction Contract Amount: \$0.00 | Prime Contract Amount: \$0.00 | <input type="checkbox"/> Prime is Section 3 |
| Subcontractor | Contract Amount | Section 3 Business | |
| | | <input type="checkbox"/> | |
| Prime (Name): _____ | Construction Contract Amount: \$0.00 | Prime Contract Amount: \$0.00 | <input type="checkbox"/> Prime is Section 3 |
| Subcontractor | Contract Amount | Section 3 Business | |
| | \$0.00 | <input type="checkbox"/> | |

Part I: Employment and Training

| Job Category | Number of New Hires | # of New Hires that are Sec 3 Residents | % of Sec 3 | # of Sec 3 Trainees |
|---------------------------|---------------------|---|------------|---------------------|
| Professional | 0 | 0 | 0% | 0 |
| Craft Workers (skilled) | 0 | 0 | 0% | 0 |
| Operatives (semi-skilled) | 0 | 0 | 0% | 0 |
| Laborers (unskilled) | 0 | 0 | 0% | 0 |
| Totals: | 0 | 0 | 0% | 0 |

Part II: Contracts Awarded During the Reporting Year

Non-Construction Contracts:

| | |
|---|-------------|
| A. Total dollar amount of all non-construction contracts awarded on the project / activity: | \$34,000.00 |
| B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: | \$0.00 |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses: | 0% |
| D. Total number of Section 3 businesses receiving contracts: | 0 |

Construction Contracts:

| | |
|---|--------|
| A. Total dollar amount of all construction contracts awarded on the project / activity: | \$0.00 |
| B. Total dollar amount of contracts awarded to Section 3 businesses: | \$0.00 |
| C. Percentage of the total dollar amount that was awarded to Section 3 businesses: | 0% |
| D. Total number of Section 3 businesses receiving contracts: | 0 |

SECTION 3 ANNUAL REPORT

A1011

Grant Recipient Name

Navarro County

335

Contract Number

710017

Rpt Year

2011

Economic Opportunities for Low and Very Low-Income Persons

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and-very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, Contacts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe:

NAVARRO COUNTY
BID NO. 2011-F-004 ANNUAL CONTRACT - FUEL FOR COUNTY VEHICLES
INVITATION TO BID

Winters Oil Partners L.P.

752979544

FIRM SUBMITTING BID

FEDERAL ID NUMBER

P.O. Box 1637

ADDRESS

CORSICANA, TEXAS - 75151

CITY, STATE, ZIP

Phil Judson

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-872-4166

903-872-2020

pjudson@wintersoil.com

TELEPHONE NO.

FAX NO.

E-MAIL ADDRESS

Phil Judson

5-20-11

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Having read and understood the instruction, terms and conditions and specifications, we submit the following bid:

For the purpose of low bid determinations, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, as of 12:00 noon, Friday, May 20, 2011. A copy of the refiner's posted rack price for this day must accompany the bid. *Failure to include a rack price sheet will be considered for bid rejection.*

Unleaded Gasoline 89 Octane (Include State gasoline tax but not federal excise tax)

| | | |
|--|----|---------------|
| Rack or Tankwagon Price August 20, 2010 | \$ | <u>2.003</u> |
| State of Texas Tax | \$ | <u>0.20</u> |
| Freight Charges | \$ | <u>.0356</u> |
| Firm Profit Margin | \$ | <u>.0295</u> |
| Total Cost per Gallon | \$ | <u>2.2681</u> |

Primary Distributor Flint Hills - Waco

Unleaded Gasoline 87 Octane E-10

| | | |
|---|----|---------------|
| Rack or Tankwagon Price May 20, 2011 | \$ | <u>2.9245</u> |
| State of Texas Tax | \$ | <u>0.20</u> |
| Freight Charges | \$ | <u>.0356</u> |
| Firm Profit Margin | \$ | <u>.0295</u> |
| Total Cost per Gallon | \$ | <u>3.1896</u> |

Primary Distributor Flint Hills - Waco

* We reserve the right to change supplier due to outage or unavailability situation.

Phil Judson

LINT HILLS RESOURCES, LP

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The following Price Quotations are effective for the Date/Time noted below and will remain in effect unless otherwise notified. If you do not receive a price change notice by 5:00pm, please notify your regional office.

| | | | | |
|-------------|----------------|-----------------|--------|--------|
| T WORTH-FHR | 05/19/11 18:00 | #2S15 TXLED | -.0135 | 2.9575 |
| T WORTH-FHR | 05/19/11 18:00 | #2S15 TXLED RED | -.0135 | 2.961 |
| T WORTH-FHR | 05/19/11 18:00 | 87R 10%ETH A V1 | -.0275 | 2.9515 |
| T WORTH-FHR | 05/19/11 18:00 | 89R 10%ETH A V1 | -.0275 | 3.0535 |
| T WORTH-FHR | 05/19/11 18:00 | 93R 10%ETH A V1 | -.0275 | 3.2515 |
| WACO-FHR | 05/19/11 18:00 | #2S15 TXLED | -.0135 | 2.969 |
| WACO-FHR | 05/19/11 18:00 | #2S15 TXLED RED | -.0135 | 2.9725 |
| WACO-FHR | 05/19/11 18:00 | 87NL10%ETA 7.8# | -.0375 | 2.9245 |
| WACO-FHR | 05/19/11 18:00 | 89NL10%ETA 7.8# | -.0375 | 3.0095 |
| WACO-FHR | 05/19/11 18:00 | 93NL10%ETA 7.8# | -.0375 | 3.1745 |

NAVARRO COUNTY
BID NO. 2011-F-004 ANNUAL CONTRACT - FUEL FOR COUNTY VEHICLES
INVITATION TO BID

Johnson Oil Company

1-75-2089011.7

FIRM SUBMITTING BID

FEDERAL ID NUMBER

PO Box 3016

ADDRESS

Corsicana TX 75157

CITY, STATE, ZIP

Tom Johnson President

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

90387716621

9038727128

TELEPHONE NO.

FAX NO.

E-MAIL ADDRESS

Tom Johnson

5/20/11

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Having read and understood the instruction, terms and conditions and specifications, we submit the following bid:

For the purpose of low bid determinations, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, as of 12:00 noon, Friday, May 20, 2011. A copy of the refiner's posted rack price for this day must accompany the bid. Failure to include a rack price sheet will be considered for bid rejection.

Unleaded Gasoline 89 Octane (Include State gasoline tax but not federal excise tax)

| | | |
|--|----|--------------|
| Rack or Tankwagon Price August 20, 2010 | \$ | <u>2.003</u> |
| State of Texas Tax | \$ | <u>0.20</u> |
| Freight Charges | \$ | <u>.032</u> |
| Firm Profit Margin | \$ | <u>.039</u> |
| Total Cost per Gallon | \$ | <u>2.274</u> |

Primary Distributor Flint Hills - Waco

Unleaded Gasoline 87 Octane

| | | |
|---|----|---------------|
| Rack or Tankwagon Price May 20, 2011 | \$ | <u>2.9245</u> |
| State of Texas Tax | \$ | <u>0.20</u> |
| Freight Charges | \$ | <u>.032</u> |
| Firm Profit Margin | \$ | <u>.039</u> |
| Total Cost per Gallon | \$ | <u>3.1955</u> |

Primary Distributor Flint Hills - Waco

H24

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CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Frank L. Hull, III

For Successfully Completing 20 Hours of Educational Training

During the

39th Annual County Treasurers' Continuing Education Seminar

April 18-21, 2011

Austin, Texas

Edward S. Smith

Ed Smith, Director, Texas AgriLife Extension Service

Rick O. Avery

Rick Avery, Director, V.G. Young Institute of County Government

Katherine Hudson

Katherine Hudson, President, County Treasurers' Association



This education program was co-sponsored by the
Agricultural Leadership, Education and Communications Department at Texas A&M University

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V.G. Young Institute of County Government

Certifies that

Frank L. Hull, III

attended 5 hours of investment training pursuant to the

PUBLIC FUNDS INVESTMENT ACT as part of the

39th Annual County Treasurers' Continuing Education Seminar

Sponsored in cooperation with The County Treasurers' Association of Texas

Austin, Texas - April 18-21, 2011



Edward G. Smith

Rick O. Avery

Rick Avery, Director, V.G. Young Institute of County Government

Katherine Hudson

Katherine Hudson, President, County Treasurers' Association



* 25

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS

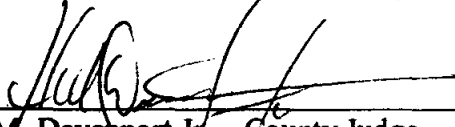
COUNTY OF NAVARRO

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.

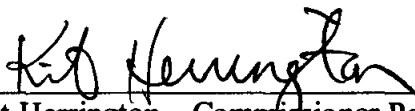
I, Frank Hull, the Navarro County Treasurer, on this 23 Th day of May, 2011 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on April 30, 2011 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 10,308,452.52. Bank collateral for deposits held at Depository Bank was \$ 23,860,736.35. Collateralization is 231% of deposits. Also, other assets totaling \$ 3,060,982.55 are being held by the Treasurer's office. The total interest for all accounts for the month of April, 2011 was \$ 10,531.38. The total disbursements for the month of March, 2011 were \$ 3,194,663.12. 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.

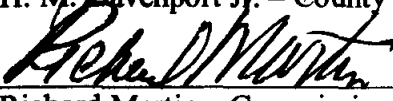
Signed and executed this 23 Th day of May, 2011.



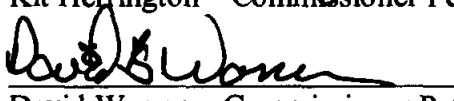
H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



Richard Martin - Commissioner Pct 2

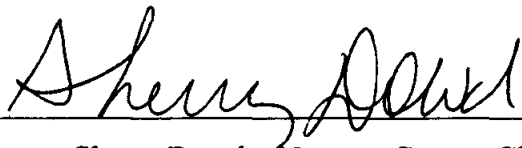


David Warren - Commissioner Pct 3



James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 23 Th day of May, 2011 by H. M. Davenport, Jr., Kit Herrington, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



Sherry Dowd - Navarro County Clerk



Pledge Security Listing
April 30, 2011

| Cusip | ID | Description | Safekeep | Receptl | Face | Current Par | Cpn | Call | Mature | Moody S&P | Fitch | F115 | Book | Market | Gain | |
|-----------------------|------|--------------|----------|---------|------------|-------------|------|------|----------|-----------|-------|------|---------------|---------------|--------------|------------|
| NAVARRO COUNTY | | | | | | | | | | | | | | | | |
| 31294KSF3 | 1174 | FHLMC E01418 | FHLB | xxx | 3,500,000 | 813,961 | 4 00 | | 07/01/18 | AAA | AAA | AAA | HTM | 812,680 63 | 849,645 61 | 36,964 98 |
| 3128H7QU9 | 1430 | FHLMC E99467 | FHLB | x | 3,000,000 | 535,181 | 4 00 | | 09/01/15 | AAA | AAA | AAA | HTM | 534,868 40 | 551,793 05 | 16,924 65 |
| 3128MBEV3 | 1938 | FHLMC G12649 | FHLB | x | 3,800,000 | 994,270 | 5 50 | | 05/01/22 | AAA | AAA | AAA | HTM | 983,401 00 | 1,073,737 36 | 80,336 36 |
| 3128NGGH2 | 1951 | FHLMC IH1400 | FHLB | x | 1,999,995 | 824,772 | 5 95 | | 05/01/37 | AAA | AAA | AAA | HTM | 822,715 89 | 866,010 63 | 43,294 74 |
| 31403C3H2 | 2055 | FNMA 745200 | FHLB | x | 1,400,000 | 505,638 | 4 50 | | 04/01/20 | AAA | AAA | AAA | HTM | 505,837 61 | 531,412 49 | 25,774 88 |
| 31402DFS4 | 2177 | FNMA 725677 | FHLB | x | 7,088,296 | 1,921,502 | 4 50 | | 06/01/19 | AAA | AAA | AAA | HTM | 1,909,540 64 | 2,024,537 03 | 114,996 39 |
| 31410G2P7 | 2182 | FNMA 889182 | FHLB | x | 6,109,485 | 2,736,078 | 5 00 | | 01/01/21 | AAA | AAA | AAA | HTM | 2,744,003 67 | 2,913,786 40 | 169,782 73 |
| 3128MBTJ6 | 2412 | FHLMC G13053 | FHLB | x | 2,200,000 | 919,088 | 4 50 | | 04/01/23 | AAA | AAA | AAA | HTM | 932,577 82 | 964,996 19 | 32,418 36 |
| 31417YMF1 | 2424 | FNMA MA0357 | FHLB | x | 979,985 | 740,152 | 4 00 | | 02/01/20 | AAA | AAA | AAA | HTM | 758,693 49 | 776,937 46 | 18,243 97 |
| 31417YMF1 | 2424 | FNMA MA0357 | FHLB | x | 7,839,882 | 5,921,215 | 4 00 | | 02/01/20 | AAA | AAA | AAA | HTM | 6,069,547 90 | 6,215,499 66 | 145,951 77 |
| 31416RTG8 | 2435 | FNMA AA7750 | FHLB | x | 9,886,000 | 6,886,314 | 4 00 | | 08/01/24 | AAA | AAA | AAA | HTM | 7,013,065 21 | 7,092,380 47 | 79,315 26 |
| 726 NAVARRO COUNTY | | | | | 47,603,642 | 22,800,171 | | | | | | | 23,096,732 25 | 23,860,736 35 | 764,004 10 | |

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Reference to Interest Rate Shifts represent a shift in the Treasury Curve. Actual Market Yield shift on Individual Securities may differ. See the report 'Market Yield Shift Assumptions' for more information.

Other Reports



1-800-922-9650, mcp@planning.com

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed

s:\Operational Departments\Accounting Department\Portfolio\mcp portfolio files\PledgeRpt42011.csv
Version 8/26/2010

Report Set Page # 231
04/29/11 4:08 01 PM

#24



TEXPOOL PRIME ACCOUNT SETUP FORM

*Effective Date: _____

This letter authorizes TexPool Participant Services to copy the account(s) listed below from TexPool to TexPool Prime. All account information including banking instructions will be copied exactly from the existing TexPool accounts.

*Location Name: NAVARRO COUNTY

*Location Number: # 78062

TexPool Account Number(s) to be copied to TexPool Prime:

| | |
|------------|------------|
| <u>ALL</u> | <u>ALL</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NOTE: This authorization must be executed by two current Authorized Representatives for the Participant as set forth in the fully enacted Resolution of the Participant, which is on file with TexPool Participant Services.

As a current Authorized Representative, I certify that the above information is both true and correct.

| | | |
|---------------|-----------|------|
| *Printed Name | Signature | Date |
|---------------|-----------|------|

| | | |
|---------------|-----------|------|
| *Printed Name | Signature | Date |
|---------------|-----------|------|

ORIGINALS REQUIRED *REQUIRED FIELDS TEX - BANK

TexPool Participant Services • Federated Investors Inc
 1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com
 Phone 1-866-839-7665 • Fax 1-866-839-3291



**Resolution
Authorizing Participation in the TexPool Investment Pools
And Designating Authorized Representatives**

WHEREAS, Navarro County
("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in it's name in **TexPool/TexPool Prime**, for the purpose of transmitting local funds for investment in **TexPool/TexPool Prime**.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in **TexPool/TexPool Prime** and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List of the authorized representatives of the Participant. These individuals will be issued P.I.N. numbers to transact business via the phone with a Participant Service Representative.

1. Name: FRANK L. HULL III Title: County Treasurer
 Phone/Fax/Email: 903-654-3091, 903-875-3391, FHULL@NavarroCounty.org
 Signature: _____
2. Name: Kathy Holloman Title: County Auditor
 Phone/Fax/Email: 903-654-3094 K.Holloman@NavarroCounty.org
 Signature: _____
3. Name: Terri Gillen Title: Asst Assistant Auditor
 Phone/Fax/Email: 903-654-3306 Tgillen@NavarroCounty.org
 Signature: _____
4. Name: _____ Title: _____
 Phone/Fax/Email: _____
 Signature: _____

ORIGINALS REQUIRED

TEX - ENROLL

5. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: _____

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

6. Name _____ Title _____
Phone/Fax/Email: _____

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until **TexPool/TexPool Prime** receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ Day of _____, 20 ____.

NAME OF PARTICIPANT _____
BY: [Signature]
Signature
H. M. DAVENPORT, Jr.
Printed Name
NAVARRO County Judge
Title

ATTEST: [Signature]
Signature
Sherry Dowd
Printed Name
County Clerk
Title



OFFICIAL SEAL

ORIGINALS REQUIRED

TEX - ENROLL



**TexPool Investment Pools
Participation Agreement**

PREAMBLE

This participation agreement (the "Agreement") is made and entered into by and between the Comptroller of Public Accounts (the "Comptroller"), acting through the Texas Treasury Safekeeping Trust Company (the "Trust Company"), Trustee of the Texas Local Government Investment Pool (TexPool) and TexPool *Prime*, (collectively the "TexPool Investment Pools"), and Navarro County (the "Participant").

WHEREAS, the Interlocal Cooperation Act, TEX GOV'T CODE ANN, ch. 791 and the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256 (the "Acts") provide for the creation of a public funds investment pool to which any local government or state agency may delegate, by contract, the authority to hold legal title as custodian and to make investments purchased with local funds;

WHEREAS, the Trust Company is a special purpose trust company authorized pursuant to TEX. GOV'T CODE ANN. § 404.103 to receive, transfer and disburse money and securities belonging to state agencies and local political subdivisions of the state and for which the Comptroller is the sole officer, director and shareholder;

WHEREAS, TexPool and TexPool *Prime* are public funds investment pools, which funds are invested in certain eligible investments as more fully described hereafter;

WHEREAS, the Participant has determined that it is authorized to invest in a public funds investment pool created under the Acts and to enter into this Agreement;

WHEREAS, the Participant acknowledges that the Trust Company is not responsible for independently verifying the Participant's authority to invest under the Acts or to enter this Agreement;

WHEREAS, the Participant acknowledges that the performance of TexPool Investment Pools is not guaranteed by the State of Texas, the Comptroller, or the Trust Company and that there is no secondary source of payment for the TexPool Investment Pools; and

WHEREAS, in an effort to ensure the continued availability of an investment pool as a vehicle for investment of local government funds and simultaneously provide for enhancement in services and potential decreases in management and administrative fees, Participant and Trust Company desire to provide in this Agreement that the Trust Company may obtain private professional investment management and related services.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

**ARTICLE I.
DEFINITIONS**

"Account" shall mean any account or accounts, established by the Participant in TexPool Investment Pools in accordance with this Agreement and the Operating Procedures (as defined herein), which Account represents an undivided beneficial ownership in TexPool Investment Pools.

"Authorized Investments" shall mean those investments which are authorized by the Investment Act (as herein defined) for investment of public funds.

"Authorized Representative(s) of the Participant" shall mean any individual who is authorized to execute documents and take such other necessary actions under this Agreement as evidenced by the duly enacted Resolution of the Participant.

"Authorized Representative(s) of the Trust Company" shall mean any employee of the Comptroller or Trust Company who is designated in writing by the Comptroller or the Trust Company's Chief Executive Officer to act as the authorized Trust Company representative for purposes of this Agreement and shall include employees of any private entity performing the obligations of the Comptroller under this Agreement.

"Board" shall mean the advisory board provided for in the Investment Act (as defined below).

"Investment Act" shall mean the Public Funds Investment Act, TEX. GOV'T CODE ANN. ch. 2256, as amended from time to time.

"Investment Policy" shall mean the written TexPool Investment Pools Investment Policies, as amended from time to time, relating to the investment and management of funds in TexPool Investment Pools as established by the Trust Company consistent with the Investment Act.

"Letter of Instruction" shall mean a written authorization and direction to the Trust Company signed by an Authorized Representative of the Participant.

"Operating Procedures" shall mean the written procedures established by the Trust Company describing the management and operation of TexPool Investment Pools, and providing for the establishment of, deposits to and withdrawals from the Accounts, as amended from time to time.

"Participant" shall mean any entity authorized by the Acts to participate in a public funds investment pool that has executed this Agreement pursuant to a Resolution.

"Resolution" shall mean the resolution adopted by the governing body of a local governmental entity authorizing the entity's participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant.

**ARTICLE II.
GENERAL ADMINISTRATION**

Section 2.01. TexPool Investment Pools Defined.

- (a) TexPool Investment Pools are public funds investment pools created pursuant to the Acts.
- (b) Subject to Section 6.10, the Trust Company agrees to manage the Participant's Account(s) in accordance with the Investment Act and the Investment Policy.

Section 2.02. Board.

- (a) The Board is composed of members appointed pursuant to the requirements of the Investment Act.
- (b) The Board shall advise the Trust Company on the Investment Policy and on various other matters affecting TexPool Investment Pools, and shall approve fee increases.

Section 2.03. General Administration.

- (a) The Trust Company shall establish and maintain the Investment Policy specifically identifying the Authorized Investments consistent with the Investment Act and the general policy and investment goals for TexPool Investment Pools.
- (b) The Trust Company shall establish and maintain the Operating Procedures, describing the management and operation of TexPool Investment Pools and providing for procedures to be followed for the establishment of, deposits to, and withdrawals from the Accounts and such other matters as are necessary to carry out the intent of this Agreement.
- (c) The Trust Company shall have the power to take any action necessary to carry out the purposes of this Agreement, subject to applicable law and the terms of this Agreement.

Section 2.04. Ownership Interest. Each Participant shall own an undivided beneficial interest in the assets of TexPool Investment Pools in an amount proportional to the total amount of such Participant's Accounts relative to the total amount of all Participants' Accounts in TexPool Investment Pools, computed on a daily basis.

Section 2.05. Independent Audit. TexPool Investment Pools are subject to annual review by an independent auditor consistent with Ch. 2256, TEX GOV'T CODE ANN. In addition, reviews of TexPool Investment Pools may be conducted by the State Auditor's Office and the Comptroller's office. The Trust Company may obtain such legal, accounting, financial or other professional services as it deems necessary or appropriate to assist TexPool Investment Pools in meeting its goals and objectives.

Section 2.06. Liability. Any liability of the Comptroller, the Comptroller's office, the Trust Company, representatives or agents of the Trust Company, any Comptroller employee, Trust Company or any member of the Board for any loss, damage or claim, including losses from investments and transfers, to the Participant shall be limited to the full extent allowed by applicable laws. The Trust Company's responsibilities hereunder are limited to the management and investment of TexPool Investment Pools and the providing of reports and information herein required.

**ARTICLE III.
PARTICIPATION REQUIREMENTS**

Section 3.01. The Participation Agreement. The Participant must execute this Agreement and provide a Resolution authorizing participation in TexPool Investment Pools and designating persons to serve as Authorized Representatives of the Participant and any other documents as are required under, and substantially in the form prescribed by, the Operating Procedures before depositing any funds into TexPool Investment Pools.

Section 3.02. Operating Procedures

- (a) The Participant acknowledges receipt of a copy of the Operating Procedures. The Operating Procedures describe in detail the procedures required for the establishment of accounts, deposits to and withdrawals from TexPool Investment Pools, and related information.
- (b) The Operating Procedures may be modified by the Trust Company as appropriate to remain consistent with established banking practices and capabilities and when such modification is deemed necessary to improve the operation of TexPool Investment Pools.
- (c) The Participant hereby concurs with and agrees to abide by the Operating Procedures.

**ARTICLE IV.
INVESTMENTS**

Section 4.01. Investments. All monies held in TexPool Investment Pools shall be invested and reinvested by the Trust Company or Authorized Representatives of the Trust Company only in Authorized Investments in accordance with the Agreement, the Investment Policy and the Investment Act. Participant hereby concurs with any such investment so made by the Trust Company. Available funds of TexPool Investment Pools that are uninvested may be held at the Trust Company's account at the Federal Reserve Bank of Dallas, or any designated custodian account, or with a custodian selected by the Trust Company. All investment assets and collateral will be in the possession of the Trust Company and held in its book-entry safekeeping account at the Federal Reserve Bank, any designated custodian account, or with a custodian selected by the Trust Company.

Section 4.02. Failed Investment Transaction. In the extraordinary event that a purchase of securities results in a failed settlement, any resulting uninvested funds shall remain in the Trust Company's Federal Bank of Dallas account, any designated custodian account or with a custodian selected by the Trust Company. If an alternative investment can be secured after the failure of the trade to settle, TexPool Investment Pools will receive all the income earnings, including but not limited to, any compensation from the purchaser failing in the trade and the interest income from the alternative investment.

Section 4.03. Investment Earnings and Losses Allocation. All interest earnings in TexPool Investment Pools will be valued daily and credited to the Participant's Accounts monthly, on a *pro rata* allocation basis. All losses, if any, resulting from the investment of monies in TexPool shall also be allocated on a *pro rata* allocation basis. All earnings and losses will be allocated to the Participant's Accounts in accordance with generally accepted accounting procedures.

Section 4.04. Commingling of Accounts. Participant agrees that monies deposited in TexPool and TexPool *Prime*, may be commingled with all other monies held in TexPool and TexPool *Prime*, respectively for purposes of common investment and operational efficiency. However, each Participant will have separate Accounts on the books and records of TexPool Investment Pools, as further provided for in the Operating Procedures.

**ARTICLE V.
FEES, EXPENSES AND REPORTS**

Section 5.01. Fees and Expenses. The Participant agrees to pay the amount set forth in the fee schedule. Participant agrees that all fees shall be directly and automatically assessed and charged against the Participant's Accounts. The basic service fee shall be calculated as a reduction in the daily income earned, thus only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's account as they are incurred or performed. A schedule of fees shall be provided to the Participant annually. Each Participant will be notified thirty (30) days prior to the effective date of any change in the fee schedule.

Section 5.02. Reports. A monthly statement will be mailed to the Participant within the first five (5) business days of the succeeding month. The monthly statement shall include a detailed listing of the balance in the Participant's Accounts as of the date of the statement; all account activity, including deposits and withdrawals; the daily and monthly yield information; and any special fees and expenses charged. Additionally, copies of the Participant's reports in physical or computer form will be maintained for a minimum of three prior fiscal years. All records shall be available for inspection at all reasonable hours of the business day and under reasonable conditions.

Section 5.03. Confidentiality. The Trust Company and any private entity acting on behalf of the Trust Company for purposes of this Agreement will maintain the confidentiality of the Participant's Accounts, subject to the Public Information Act, TEX GOV'T CODE ANN. ch. 552, as amended.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01. Notices. Any notices, Letters of Instructions or other information required or permitted to be given hereunder shall be submitted in writing and shall be deemed duly given when deposited in the U.S. mail postage prepaid or successfully transmitted via facsimile addressed to the parties as follows:

To the *Participant*:

| | | | |
|------------------|--------------------------------------|-----|---------------------|
| Participant Name | <u>NAVARRO County c/o FRANK HULL</u> | | |
| Address | <u>300 W. 3rd Ave. Suite #17</u> | | |
| City, State, Zip | <u>CORSICANA, TX 75110</u> | | |
| Telephone | <u>903-654-3091</u> | Fax | <u>903-875-3391</u> |

To *Trust Company* with respect to contractual matters or disputes under this Agreement:

Texas Treasury Safekeeping Trust Company
 Attn: TexPool Investment Pools
 Rusk State Office Building
 208 East 10th Street
 Austin, TX 78701
 Telephone: (512) 463-3716
 FAX No.: (512) 463-0823

To **TexPool Investment Pools** with respect to operational matters, including enrollment documents; changes to Authorized Representatives; Bank Information Sheets; initiation of deposits or withdrawals of funds; changes to addresses; audit confirmation requests; and account inquiry:

TexPool Participant Services
C/O Federated Investors Inc.
1001 Texas Ave., Suite 1400
Houston, TX 77002
Telephone: 1-866-839-7665 (1-866-TEX-POOL)
FAX No.: 1-866-839-3291 (1-866-TEX-FAX1)

The Participant and the Trust Company agree to notify the other of any change affecting this information and agree that unless and until so notified, the other party shall be entitled to rely on the last information provided.

Section 6.02. Taxpayer Identification Number. The Participant's taxpayer identification number assigned by the Internal Revenue Service is: 75 600 1092. The Participant hereby agrees to notify the Trust Company of any change affecting this Taxpayer Identification number and agrees that unless and until so notified, the Trust Company shall be entitled to rely on same in providing any and all reports or other information necessary or required by the Federal tax laws as amended from time to time.

Section 6.03. Severability. If any provision of this Agreement shall be held or deemed to be in fact illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.04. Execution of Counterparts. This Agreement may be simultaneously executed in several separate counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute under this Agreement shall be in Travis County, Texas.

Section 6.06. Captions. The captions or headings in this Agreement are for convenience only and in no way defined, limit or describe the scope or intent of any provisions, articles or sections of this Agreement.

Section 6.07. Amendments.

- (a) The Trust Company shall advise the Participant in writing of any amendments to this Agreement no less than 45 days prior to the effective date of such amendment. The Participant may ratify the proposed amendment of this Agreement by letter to the Trust Company. If the Participant elects not to ratify the amendment, the Participant may terminate this Agreement in accordance with Section 6.08. In the event the Participant fails to respond in writing to a notice of amendment prior to the effective date of such amendment, this Agreement shall be deemed amended.
- (b) The Trust Company may periodically revise the Operating Procedures from time to time as it deems necessary for the efficient operation of TexPool Investment Pools. The Participant will be bound by any amendment to the Operating Procedures with respect to any transaction occurring subsequent to the time such amendment takes effect, provided, however, that no such amendment shall affect the Participant's right to cease to be a Participant.

Section 6.08. Termination. This Agreement may be terminated by either party hereto, with or without cause, by tendering 30 days prior written notice in the manner set forth in Section 6.01 hereof.

Section 6.09. Term. Unless terminated in accordance with Section 6.08, this Agreement shall be automatically renewed on each anniversary date hereof.

Section 6.10. Assignment. The Trust Company may enter into an agreement with a third party investment manager to perform its obligations and service under this Agreement, provided that such third party investment manager shall manage TexPool Investment Pools according to the Investment Act, Investment Policy and in a manner consistent with that directed by the Trust Company. The Trust Company also shall have the right to assign its rights and obligations under the Agreement to a third party investment manager if the Trust Company determines that such assignment is in the best interest of the State and Participants. In the event a successor pool to TexPool or TexPool Prime is deemed by the Trust Company to be in the best interest of the State and the Participant, the Trust Company may take any action it deems necessary to assign its rights and benefits under any third party agreements and transfer the assets from TexPool Investment Pools to any successor pool.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the dates set forth below, and the Agreement shall be effective as of the latest such date.

PARTICIPANT

TEXAS TREASURY SAFEKEEPING TRUST COMPANY

Signature [Handwritten Signature]
 Printed Name H. M. DAVENPORT, Jr.
 Title NAVARRO Co. Judge
 Date MAY 23, 2011

Comptroller of Public Accounts
 Signature [Handwritten Signature]
 Printed Name PAUL BALLARD
 Title CEO
 Date 6/8/2011

CERTIFICATE OF INCUMBENCY

The preceding signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the 23 day of May, 2011.

Signature [Handwritten Signature]
 Printed Name Sherry Dowd
 Title County Clerk





Nationwide® Retirement Solutions

a Nationwide Financial® company

Plan Sponsor Signature Page

My signature below represents that I have the authority of my Employer to act on behalf of the plan. I acknowledge receipt of a copy of the Certificate of Participation and Disclosure Document (Certificate). I understand that the Certificate replaces prior versions. I have read and understand the Certificate and will contact my Nationwide representative if I have any questions or concerns. In addition, my Employer's plan makes the following selections:

- 1. **Plan Document** — My Employer's plan has formally adopted the Plan Document, effective January 1, 2011, and directs Nationwide to administer in accordance with its terms. I understand that the Plan Document provides that Nationwide may propose future amendments to this plan and outlines a process by which my Employer may file objections. I acknowledge that any future amendments to this Plan Document, to which my Employer has not objected, will be deemed adopted with my consent and at my direction. I certify that the signature will apply to all plan(s) listed below.

If your Employer does not wish to adopt the Plan Document, please check the box below. A Nationwide representative will contact you to obtain additional information regarding the plan document applicable to your Employer's plan.

I do NOT wish to adopt the Plan Document.

- 2. **Nationwide ProAccount** — My Employer agrees to the terms of the Nationwide ProAccount Plan Sponsor Agreement, and the ProAccount service will continue to be made available to plan participants.

If your Employer wishes to terminate the ProAccount service, please check the box below and contact Nationwide at 877-496-1630 to provide additional instructions regarding the effective date of termination for plan participants currently enrolled in ProAccount.

I wish to TERMINATE ProAccount.

Frank L. Hull III

Name of authorized signer

5/23/11

Date

FRANK L. HULL III

Printed name of signer

NAVARRO County, TEXAS

Entity Name

0036096

Entity #

RETURN THIS PAGE VIA FAX WITH YOUR SIGNATURE TO NATIONWIDE AT 1-877-677-4329.

Or, please send this self-addressed signature page via mail.