

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 8TH DAY OF AUGUST, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:05 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER MARTIN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- JOHN GANTT ITEM #17 ESD
STUART SCHOPPERT-ESD

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA 5-11 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE MINUTES FROM MEETINGS OF JULY 25TH,
JULY 29, AUGUST 1, AUGUST 3, AND AUGUST 5 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, PAYROLL
(PAID 7/29/2011)
7. MOTION TO APPROVE MINUTES OF THE JULY 7, 2011 PLANNING AND
ZONING MEETING **TOWIT PG 583-584**
8. MOTION TO APPROVE REPLATS OF LOTS 9 & 10 IN BLOCK 5, OF
PELICAN ISLE FOR ROYCE MILLICAN
9. MOTION TO APPROVE REPLATS OF LOTS 152 & 153 IN PHASE II OF
VISTA RIDGE FOR MAX RICHARDSON
10. MOTION TO APPROVE A SPECIFIC USE PERMIT WITH VARIANCE FOR
A STORAGE BUILDING ON LOT 32 OF MATTIE CASTON SHORES
PHASE II FOR PAM WILLIAMS

11. MOTION TO APPROVE REPLAT OF LOTS 15 AND 16, IN BLOCK 1 OF IMPERIAL BAY FOR JOE WHEELER

REGULAR AGENDA

12. BURN BAN –NO ACTION TAKEN BURN BAN STILL IN EFFECT
13. MOTION TO APPROVE COUNTY TREASURER'S REPORT, FRANK HULL BY MARTIN SEC BY HERRINGTON **TO WIT PG 585**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE TAX COLLECTION REPORT FOR JULY 2011, RUSSELL HUDSON BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 586-591**
15. MOTION TO APPROVE DEPUTATION OF TAX DEPUTY (MELINDA MONTGOMERY) AS AGENT FOR NAVARRO COUNTY TAX OFFICE AT KERENS CHAMBER OF COMMERCE BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 592**
16. STRIKE CONSIDERATION OF FIRE MARSHALL SERVICES, JEANNIE MCCARTY
17. MOTION TO DENY ACCEPTING PETITION FOR ESD #2 BY JUDGE DAVENPORT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
18. NO ACTION TAKEN TO ORDER ELECTION FOR NOVEMBER 8TH 2011
19. MOTION TO APPROVE ELECTION JUDGES FOR 2012-2013 BY MARTIN SEC BY WARREN **TO WIT PG 593-595**
ALL VOTED AYE
20. MOTION TO APPROVE APPOINTMENT TO THE REDISTRICTING ADVISORY COMMITTEE OF THE PEOPLE LISTED BY JUDGE DAVENPORT BY OLSEN SEC BY WARREN **TO WIT PG 596**
ALL VOTE AYE MOTION CARRIED
21. PRESENTATION BY DISTRICT EXTENSION ADMINISTRATOR/TEXAS AGRILIFE EXTENSION SERVICE AGENT DONALD KELM
TO WIT PG 597-598

22. MOTION TO APPROVE NAVARRO COUNTY EXTENSION AGENT LOGAN LAIR BY OLSEN SEC BY WARREN **TO WIT PG 599-601**
ALL VOTED AYE MOTION CARRIED
23. MOTION TO APPROVE GRIEVANCE COMMITTEE MEMEBERS AS READ BY JUDGE DAVENPORT BY MARTIN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED **TO WIT PG 602**
24. MOTION TO APPROVE CONTRACT FOR BRIDGE REPLACEMENT ON SECR 0185, PCT 2 TO NEYLAND BRIDGE CONSTRUCTION BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 603-612**
25. MOTION TO APPROVE MOVING \$8,000 FROM LINE ITEM 213-613-375 CULVERTS TO LINE ITEM 213-613-445 REPAIRS AND MAINTENANCE, PRECINCT 3 BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
26. MOTION TO APPROVE PRODUCT SERVICES AGREEMENT WITH EXPERTPAY FOR EMPLOYERS, FOR THE ABIITY TO ENTER, STORE AND SEND EMPLOYER WITHHELD CHILD SUPPORT PAYMENTS ELECTRONICALLY TO THE STATE BY HERRINGTON SEC BY MARTIN
ALL VOTE AYE MOTION CARRIED **TO WIT PG 613-617**
27. MOTION TO APPROVE THE REVISED VERIZON TELEPHONE MAINTENANCE AND PASS CONTRACT RENEWAL FOR THE COUNTY COURTHOUSE (\$8,614.58), JUSTICE CENTER (\$7,094.04), EOC BUILDING (\$2,027.14) BY HERRINGTON SEC BY OLSEN **TO WIT PG 618-625**
28. MOTION TO APPROVE THE RENEWAL AGREEMENT BETWEEN TESSCO AND NAVARRO COUNTY, FOR THE PURCHASING OF WIRELESS AND MOBILE COMMUNICATION PRODUCTS FOR THE COUNTY BY MARTIN SEC BY WARREN **TO WIT PG 626**
29. PRESENTATION OF FOOD SERVICE FOR JAIL BY BOB AUSTIN
30. MOTION TO APPROVE \$5000 FROM LINE ITEM 211-611-377 BRIDGE MATERIAL TO LINE ITEM 211-611-445 REPAIR AND MAINTENANCE, PRECINCT 1 BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED
31. MOTION TO APPROVE HEALTH INSURANCE BY KEEPING CURRENT PLAN BY MARTIN SEC BY OLSEN **TO WIT PG 629-633A**

ALL VOTE AYE MOTION CARRIED

32. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

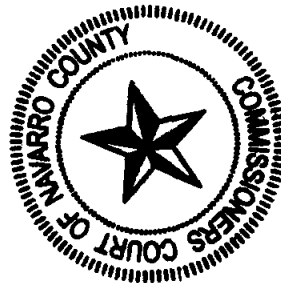
33. MOTION TO APPROVE ACTION TAKEN ON EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO PAY VACATION TIME AS REQUESTED BY RUBY COKER BY JUDGE DAVEPORT SEC BY MARTIN
VOTED: JUDGE DAVENPORT-YES COMMISSIONER HERRINGTON-YES
COMMISSIONER MARTIN-YES COMMISSIONER WARREN-NO
COMMISSIONER OLSEN-YES
MOTION CARRIED 4-1

34. MOTION TO ADJOURN BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR AUGUST 8TH, 2011.

SIGNED 8TH DAY OF AUGUST 2011.


SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Becky Garrett - Addressing
Stanley Young - Environmental Services
Robert Gray - Environmental Services

300 West Third Avenue
Suite 16
Corsicana, TX 75110-4672

pseely@navarrocounty.org

Phone: (903) 875-3312

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

July 7, 2011

5:00 P.M.

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

- | | |
|----------------------------|----------------------------|
| Chairman Jacobson – absent | Vice Chairman Moe –present |
| Scott Watkins – present | Conrad Newton – present |
| Carroll Sigman – absent | Wayne McGuire - present |
| Vicki Farmer – absent | Bill Spae – absent |
| Dennis Bancroft – present | Dolores Baldwin – absent |
| Charles Irvine –present | Caleb Jackson – absent |
| Eben Dale Stover – absent | Jeff Smith - present |

Item #2 on the agenda was consideration of the minutes of the June 2, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Newton, second by Commissioner Bancroft, all voted aye.

Item #3 on the agenda was consideration of a replat of Pelican Isle lots 15 & 16 in Block 4 by Glenn & Cecelia Aycock, motion to approve contingent upon replat changes (utility easements) by Commissioner Bancroft, second by Commissioner Irvine, all voted aye.

Item #4 on the agenda was consideration of a replat of Rustling Oaks Ph. I lots 14, 15 & 16 in Block D by Karen Abbey, motion to approve contingent upon replat changes (clarification of dimension locations) by Commissioner Watkins, second by Commissioner Newton, all voted aye.

Item #5 on the agenda was a public hearing on the amended plat of SouthPoint subdivision. Texas Land & Lakes proposed to move common area designations from lot 96 (as recorded) to lot 120. Four letters of protest were read into the record. Texas Land & Lakes presented a map of the subdivision and addressed the issues brought up by protestors. Also stated was the fact that Navarro County and Texas Land & Lakes have entered into an indemnity agreement whereas Texas Land & Lakes indemnified Navarro County of any claims or suits resulting from the approval of the amended plat.

Item #6 on the agenda was consideration of the amended plat of SouthPoint subdivision. The amended plat shows lot 96 as a residential lot and lot 120 as the newly designated common area

location. Motion to approve by Commissioner Irvine, second by Commissioner Smith, all voted aye with the exception of Commissioner Moe who abstained from voting.

Adjourn.

#13

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AFFIDAVIT SUBMITTED BY
Frank Hull
NAVARRO COUNTY TREASURER

STATE OF TEXAS

COUNTY OF NAVARRO

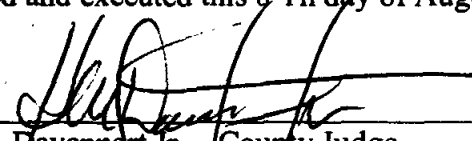
For June 2011

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, Navarro County Treasurer, on this 8 Th day of August, 2011 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on June, 30, 2011 for the Court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$ 8,652,990.99. Bank collateral for deposits held at Depository Bank was \$ 23,004,892.13. Collateralization is 266% of deposits. Also, other assets totaling \$ 2,808,417.66 are being held by the Treasurer's office. The total interest for all accounts for the month of June, 2011 was \$ 6749.22. The total disbursements for the month of June, 2011 were \$ 3,155,293.17. 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 8 Th day of August, 2011.



H. M. Davenport Jr. - County Judge



Kit Herrington - Commissioner Pct 1



Richard Martin - Commissioner Pct 2

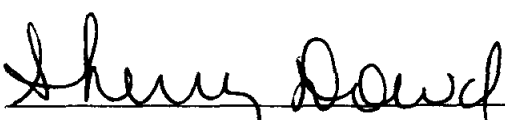


David Warren - Commissioner Pct 3

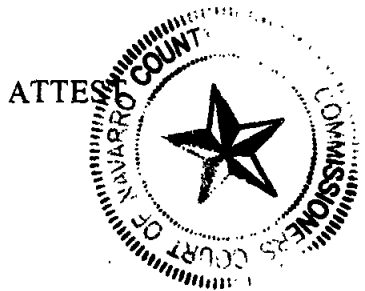


James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 8 Th day of August, 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



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FILED FOR RECORD
AT 10:00 O'CLOCK A M.

AUG 05 2011

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY [Signature] DEPUTY

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

TOTAL PAGES INCLUDING COVER SHEET 6

#14

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

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	155,954.84		25,276.17	181,231.01		85.41	181,145.60	21,304.15	16,028,200.24
DELINQUENT	21,824.81		9,588.48	31,413.29			31,413.29	5,571.98	%
TOTAL	177,779.65	-	34,864.65	212,644.30	-	85.41	212,558.89	26,876.13	0.97%
NAVARRO COLLEGE									LEVY
CURRENT	30,413.97		4,896.63	35,310.60		16.22	35,294.38	4,158.54	3,112,064.50
DELINQUENT	4,503.03	-	2,123.30	6,626.33			6,626.33	1,160.27	%
TOTAL	34,917.00	-	7,019.93	41,936.93	-	16.22	41,920.71	5,318.81	0.98%
CITY OF RICE									LEVY
CURRENT	876.73	-	151.34	1,028.07	42.23		985.84	194.22	123,433.71
DELINQUENT	450.37		143.15	593.52	38.04		555.48	112.95	%
TOTAL	1,327.10	-	294.49	1,621.59	80.27		1,541.32	307.17	0.71%
CITY OF KERENS									LEVY
CURRENT	1,898.47		292.58	2,191.05		0.09	2,190.96	253.62	246,776.37
DELINQUENT	576.33	-	267.80	844.13			844.13	167.50	%
TOTAL	2,474.80	-	560.38	3,035.18	-	0.09	3,035.09	421.12	0.77%
CITY OF CORSICANA									LEVY
CURRENT	65,814.86	-	10,358.63	76,173.49		103.03	76,070.46	6,838.31	7,665,883.64
DELINQUENT	4,554.40	-	2,264.34	6,818.74			6,818.74	1,455.47	%
TOTAL	70,369.26	-	12,622.97	82,992.23	-	103.03	82,889.20	8,293.78	0.86%

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

588

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									
CURRENT	32.49		5.85	38.34			38.34	7.67	15,240.75
DELINQUENT	49.40		17.71	67.11			67.11	13.42	%
TOTAL	81.89	-	23.56	105.45	-		105.45	21.09	0.21%
CITY OF EMHOUSE									
CURRENT	276.01	-	49.68	325.69		0.11	325.58	65.14	8,654.36
DELINQUENT				-			-		%
TOTAL	276.01	-	49.68	325.69	-	0.11	325.58	65.14	3.19%
CITY OF RICHLAND									
CURRENT	323.93	-	58.31	382.24			382.24	76.45	15,107.71
DELINQUENT	155.45		54.43	209.88			209.88	41.97	%
TOTAL	479.38	-	112.74	592.12	-		592.12	118.42	2.14%
CITY OF GOODLOW									
CURRENT	31.51	-	5.63	37.14	1.59		35.55	7.15	3,397.15
DELINQUENT	13.98		10.47	24.45	2.70		21.75	4.88	%
TOTAL	45.49	-	16.10	61.59	4.29		57.30	12.03	0.93%
CITY OF FROST									
CURRENT	1,577.85		256.23	1,834.08	71.98		1,762.10	186.53	72,102.15
DELINQUENT	540.23		179.00	719.23	47.45		671.78	143.86	%
TOTAL	2,118.08	-	435.23	2,553.31	119.43		2,433.88	330.39	2.19%
CITY OF DAWSON									
CURRENT	1,312.76		198.16	1,510.92			1,510.92	120.02	72,213.76
DELINQUENT	333.44		156.77	490.21			490.21	98.04	%
TOTAL	1,646.20	-	354.93	2,001.13	-		2,001.13	218.06	1.82%

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

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	1,322.32		191.70	1,514.02			1,514.02	171.62	97,259.71
DELINQUENT	7.92		2.38	10.30			10.30	2.06	%
TOTAL	1,330.24	-	194.08	1,524.32	-		1,524.32	173.68	1.36%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	1,201.78	-	199.54	1,401.32	55.91	0.01	1,345.40	186.16	114,680.02
DELINQUENT	45.72	-	15.57	61.29	4.13		57.16	12.14	%
TOTAL	1,247.50	-	215.11	1,462.61	60.04	0.01	1,402.56	198.30	1.05%
BLOOMING GROVE ISD									LEVY
CURRENT	14,255.41		2,354.40	16,609.81		0.41	16,609.40	2,339.95	1,394,181.10
DELINQUENT	2,724.62		2,185.60	4,910.22			4,910.22	888.43	%
TOTAL	16,980.03	-	4,540.00	21,520.03	-	0.41	21,519.62	3,228.38	1.02%
DAWSON ISD									LEVY
CURRENT	17,745.91		2,773.71	20,519.62			20,519.62	1,994.47	1,216,769.52
DELINQUENT	1,562.87		1,070.84	2,633.71			2,633.71	496.40	%
TOTAL	19,308.78	-	3,844.55	23,153.33	-		23,153.33	2,490.87	1.46%
RICE ISD									LEVY
CURRENT	8,488.41		1,487.37	9,975.78			9,975.78	1,701.54	1,386,822.76
DELINQUENT	2,613.34		857.91	3,471.25			3,471.25	683.46	%
TOTAL	11,101.75	-	2,345.28	13,447.03	-		13,447.03	2,385.00	0.61%
CORSICANA ISD									LEVY
CURRENT	187,042.77		30,830.81	217,873.58			217,873.58	26,472.16	17,139,518.87
DELINQUENT	30,957.70		19,799.21	50,756.91			50,756.91	8,025.81	%
TOTAL	218,000.47		50,630.02	268,630.49			268,630.49	34,497.97	1.09%
GRAND TOTAL	341,483.16	-	67,493.68	408,976.84	264.03	205.28	408,507.53	50,458.37	

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

590

MEMO:

TOTAL COLLECTED	<u>459,435.21</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>1,550.00</u>
HOT CK FEES	<u>93.50</u>

COUNTY	<u>96.38%</u>	GOODLOW	<u>68.76%</u>
COLLEGE	<u>96.29%</u>	FROST	<u>91.26%</u>
RICE	<u>93.29%</u>	CITY-DAWSON	<u>90.86%</u>
KERENS	<u>92.30%</u>	CITY-BL GROVE	<u>96.14%</u>
CORSICANA	<u>97.23%</u>	NC ESD #1	<u>94.20%</u>
BARRY	<u>95.24%</u>	B G ISD	<u>94.70%</u>
EMHOUSE	<u>84.45%</u>	DAWSON ISD	<u>94.83%</u>
RICHLAND	<u>91.03%</u>	RICE ISD	<u>94.27%</u>
		CORSICANA ISD	<u>96.82%</u>

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

591

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	127,241.66	20,611.76	147,853.42	69.60	147,783.82	17,374.05
ROAD & BRIDGE	26,492.16	4,305.19	30,797.35	14.59	30,782.76	3,627.86
FLOOD CONTROL	2,221.02	359.22	2,580.24	1.22	2,579.02	302.24
TOTAL	155,954.84	25,276.17	181,231.01	85.41	181,145.60	21,304.15
DELINQUENT TAXES						
COUNTY	17,890.32	7,860.32	25,750.64		25,750.64	4,565.30
STATE	-	-	-	-	-	-
ROAD & BRIDGE	3,620.71	1,595.28	5,215.99		5,215.99	927.47
FLOOD CONTROL	313.78	132.88	446.66		446.66	79.21
TOTAL	21,824.81	9,588.48	31,413.29	-	31,413.29	5,571.98
TOTAL ALLOCATION						
COUNTY	145,131.98	28,472.08	173,604.06	69.60	173,534.46	21,939.35
STATE		-		-		-
ROAD & BRIDGE	30,112.87	5,900.47	36,013.34	14.59	35,998.75	4,555.33
FLOOD CONTROL	2,534.80	492.10	3,026.90	1.22	3,025.68	381.45
TOTAL	177,779.65	34,864.65	212,644.30	85.41	212,558.89	26,876.13

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

DEPUTATION

THE STATE OF TEXAS

COUNTY OF NAVARRO } I, RUSSELL P. HUDSON, TAX ASSESSOR

COLLECTOR of the County of NAVARRO, and State of Texas, having full confidence in MELINDA MONTGOMERY of said County and State, do hereby, with the

consent of the Commissioners' Court of NAVARRO County, Texas, nominate and

appoint h. MELINDA MONTGOMERY the said MELINDA MONTGOMERY my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said

RUSSELL P. HUDSON, TAX ASSESSOR & COLLECTOR of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

Witness my hand, this 4th day of AUGUST A. D. 2011

RUSSELL P. HUDSON, RTA
[Signature]

TAX ASSESSOR & COLLECTOR of NAVARRO County, Texas.

THE STATE OF TEXAS

COUNTY OF NAVARRO } Before Me, the undersigned authority, in and for

NAVARRO County, Texas, on this day personally appeared _____

RUSSELL P. HUDSON known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Corsicana, Texas, this 4th day of AUGUST A. D. 2011

Natalie Robinson



OATH OF OFFICE

I, MELINDA MONTGOMERY, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of TAX ASSESSOR & COLLECTOR DEPUTY 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; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.

X Melinda Montgomery

Subscribed and sworn to before me, this 4th day of AUGUST A. D. 2011

ELECTION JUDGES FOR 2012 & 2013 ELECTIONS:

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#19 PRECINCT

101	NAME: ADDRESS CITY PHONE	Roy Frink 908 N 23 rd St Corsicana, Texas 75110 903-874-7193/875-8110	Tresa Darby 1404 Columbia Corsicana, Texas 75110 903-874-7193/903-875-8110
103	NAME ADDRESS CITY PHONE	Connie Estes 201 Drane Ave Corsicana, Texas 75110 214-557-2094	Lori Carroll 110 Tilton Rd Corsicana, TX 75110 903-229-3490
104	NAME ADDRESS CITY PHONE	Fred Grice 320 Trailridge Cir Corsicana, Texas 75110 903-872-3782/654-1991	Robert Watkins 2315 FM 1839 Corsicana, Texas 75110 903-874-6087
105	NAME ADDRESS CITY PHONE	Leeman Pape' 11490 FM 1126 Barry, TX 75102 903-695-2020	Naomi Ridgway 9854 W Highway 22 Barry, Texas 75102 903-695-2075
106	NAME ADDRESS CITY PHONE	Nancy Blankenship 3110 NW CR 0120 Corsicana, Texas 75110 903-354-1907/214-384-1052	Marlene Morgan 6740 NW CR 1300 Barry, Texas 75102 903-354-6860
107	NAME ADDRESS CITY PHONE	Gale Greeson 1480 NW CR 0160 Rice, Texas 75158 903-326-7091	Judy Shelton 100 N Boston Rice, Texas 75155 903-326-4461
108	NAME ADDRESS CITY PHONE	Barbra McVay P O Box 39 Chatfield, Texas 75105 903-345-2310	Theresa Womack 5537 FM 1603 Chatfield, Texas 75105 903-229-8537/345-2300
109	NAME ADDRESS CITY PHONE	Rex Peddy 3375 NE CR 0092 Corsicana, Texas 75110 903-874-4382	Geneva Davis 3744 NE CR 0120 Corsicana, TX 75109
200	NAME ADDRESS CITY PHONE	Warner Redus 1101 E Waterworks Rd Corsicana, Texas 75110 903-874-4341	Virginia Mays 412 SE CR 0140 Kerens, Texas 75144 903-654-3075
201	NAME ADDRESS CITY PHONE	Deborah Collins 801 S 4 th St Corsicana, Texas 75110 903-874-7441	Priscilla Wadley 1110 E 12 th Ave Corsicana, Texas 75110 903-263-9036
202	NAME ADDRESS CITY PHONE	Sarah McCoy 1701 Jennifer Cir Corsicana, Texas 75110 903-872-1288	Florine Hubbard 1506 S Beaton Corsicana, Texas 75110 903-872-1693
203	NAME ADDRESS CITY PHONE	George Edwards 708 N Overlook Dr Kerens, Texas 75144 903-396-7051	Lelia Cossey 206 Humphreys Kerens, Texas 75144 903-396-2652

204	NAME ADDRESS CITY PHONE	Judy Qualls 201 FM 633 Kerens, Texas 75144 903-641-0020/903-519-1084	Nora Thomas P O Box 106 Powell, Texas 75153 903-396-2765
205	NAME ADDRESS CITY PHONE	John Curtis 105 SE CR 3147 Corsicana, Texas 75109 903-874-0056	Peggy Thomas 8405 S Hwy 287 Corsicana, Texas 75109 903-874-6037
206	NAME ADDRESS CITY PHONE	Margie Taylor 2680 SE CR 0070 Corsicana, Texas 75109 903-875-0519	Joe Doyen 401 Pecan Point Kerens, Texas 903-331-0246
207	NAME ADDRESS CITY PHONE	Kathy Dube 152 Stockton Point Kerens, Texas 75144 903-396-3263	
208	NAME ADDRESS CITY PHONE	Penny Liggins 716 E 4 th Ave Corsicana, Texas 75110 903-874-8674/903-654-7732	Dolores Carter 1505 E Collin St Corsicana, Texas 75110 903-874-3863
209	NAME ADDRESS CITY PHONE	Gilbert Hall 1121 W 3 rd Ave Corsicana, Texas 75110 903-872-4249	Seley Fuller 1416 W 4 th Ave Corsicana, Texas 75110 903-874-8592
300	NAME ADDRESS CITY PHONE	Don Holland 3011 W Park Row Corsicana, Texas 75110 903-874-4186	Ruth Nelson 1900 Cambridge #331 Corsicana, Texas 75110 903-874-5246/851-3754
301	NAME ADDRESS CITY PHONE	Steven Jessup 2825 W 5 th Ave Corsicana, Texas 75110 903-872-6949/903-872-4871	Sam Thompson 2215 W 4th Corsicana, Texas 75110 903-872-6100
303	NAME ADDRESS CITY PHONE	Nancy Freeman 21409 NW CR 3160 Dawson, Texas 76639 254-578-1287	Leonard Mixon 10000 FM 638 Dawson, Texas 76639 903-673-1216
304	NAME ADDRESS CITY PHONE	Keith Burres 2825 W 5 th Ave Corsicana, Texas 75110 903-641-0250	Rose Ellen Richards 9300 SE CR 2150 Corsicana, Texas 75109
305	NAME ADDRESS CITY PHONE	Shanda Smith 324 SW CR 0020 Corsicana, Texas 75110 903-874-6069	Betty McCain 107 Bonner Ave Corsicana, Texas 75110 903-874-4508/903-874-3513
306	NAME ADDRESS CITY PHONE	Kathy Carter 613 W Harris Rd Corsicana, Texas 75110 903-872-7911	Diana Robinson 621 N Spikes Rd Corsicana, Texas 75110 903-872-5082 John's Cell 654-3986

307	NAME ADDRESS CITY PHONE	Barbara Wilson 8715 SW CR 2025 Richland, TX 76681 903-362-4543	Margaret Bosley 13385 SW CR 2200 Wortham, Texas 76693 903-362-1161
308	NAME ADDRESS CITY PHONE	Carmen Cashat 6922 SE CR 2385 Streetman, Texas 75859 903-599-3089/817-253-0541	Diana Rawlins 1541 W 4 th Ave Corsicana, Texas 75110 903-872-3336
400	NAME ADDRESS CITY PHONE	Marilyn Atwood 1600 Woodcrest Ave Corsicana, Texas 75110 903-874-8673	Billie Carroll 1905 Mimosa Corsicana, Texas 75110 903-874-6068
400A	NAME ADDRESS CITY PHONE	Linda Gober 1208 Mills Place Corsicana, Texas 75110 903-872-2237	Joyce Hutt 16168 SE CR 4040 Kerens, TX 75144 903-396-3369
401	NAME ADDRESS CITY PHONE	Jan Libal 908 Cedar Crest Corsicana, Texas 75110 903-874-0831	Linda Lee 3031 NW CR 1030 Corsicana, Texas 75110 903-874-6656
402	NAME ADDRESS CITY PHONE	Pat Dickson 6518 SW CR 190 Corsicana, Texas 75110 903-874-8852	Imogene Moore 1000 N 23 1/2 St Corsicana, Texas 75110 903-874-7660
403	NAME ADDRESS CITY PHONE	Barbara Ross 9425 NW CR 1343 Blooming Grove, Texas 76626 903-695-8003	Jesse Mills 4853 NW CR 4210 Frost, Texas 76641 254-678-3549/254-733-0819
404	NAME ADDRESS CITY PHONE	Carol Doucet 2125 NW CR 3090 Frost, TX 76641 903-874-4746	David Taylor P.O. Box 205 Frost, Texas 76641 903-682-3300/903-879-2900
405	NAME ADDRESS CITY PHONE	Mary Wade 17022 FM 639 E Dawson, Texas 76639 254-578-3260	Earlene Slaughter 4090 FM 709 S Corsicana, Texas 75110 903-874-3295
406	NAME ADDRESS CITY PHONE	Jackie King 8040 FM 642 Purdon, Texas 76679 903-673-1435	Dianne Summers 813 FM 642 Purdon, Texas 76679 903-673-2287/903-875-7601
Early Voting:		Margarita Patterson	Erma Bartee

#20

596

NAVARRO COUNTY ADVISORY COMMITTEE MEMBERS 2011

- | | | | |
|------------------------|------------------------------|--------------------------|------------------------------------|
| 1. Leon Tates | 317 E. 10 th Ave. | Corsicana, TX 75110 | 903 872-4431wk |
| 2. Buster Atkeisson | 308 LSP CR | Kerens, TX 75144 | 903 345-2582 |
| 3. Bruce Howard | 227 Tonkawa Trail | Corsicana, TX 75110 | 903 641-0549 |
| 4. Margarita Patterson | 429 SWCR 0020 | Corsicana, TX 75110 | 903 874-8785 |
| 5. Jerry Blackmon | 4675 FM 709 S | Corsicana, TX 75110 | 903 874-6021 |
| 6. Xavier Villarreal | 1504 Bowie Cr | Corsicana, TX 75110 | 903 875-0611 |
| 7. Dairy Johnson | 221 Hampton | Corsicana, TX 75110 | 903 872-5695 |
| 8. Alva Jean Porter | 22425 FM 744 | Hubbard, TX 76648 | 254 678-3387 |
| 9. AL Smith | PO Box 38 | Blooming Grove, TX 76626 | 903 695-2928
903 229-0193c |
| 10. Sonny Bancroft | 149 Ross St. | Powell, TX 75153 | 903 345-2142 hm
903 396-7760 wk |
| 11. Faith Holt | 909 MLK JR. | Corsicana, TX 75110 | 903874-5544 |

Making a Difference in Navarro County

August, 2011



Extension Available for County Committees

Why Do We Focus On Issue Identification?

Developing educational programs based on community needs is the foundation of Texas AgriLife Extension's success. The Leadership Advisory Board's Issue Identification process provides an avenue to hear from all types of clientele and people within a county. Providing solutions to county problems and issues will allow AgriLife Extension to remain viable to constituents. What could be more important to AgriLife Extension than listening to its "customers" - the people of Texas?

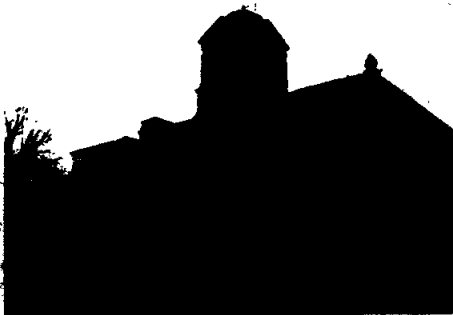
Our ability to meet educational needs depends on knowing what local residents see as their issues that impact their lives. There is no way to know the answers to these questions unless they are asked. Therefore, AgriLife Extension will involve the Leadership Advisory Boards in a process to ask residents what is important to them.

This activity is just one part of the needs assessment process. Other processes to collect information include, but are not limited to:

- State and National Trends
- Commodity/Industry Groups
- State and Federal Mandates
- Emerging Issues
- County Committees/Planning Groups

The issues that surface will be discussed with county committees, task forces, and subject matter specialists to determine the appropriate action for educational programming.

Texas AgriLife Extension is unique because it has faculty in every area of the state who are dedicated to educating Texans in many areas of need. This uniqueness provides an opportunity to bring together the people of Navarro County, other service agencies, and educational groups to help provide solutions to the problems and issues facing residents of Navarro County.



NAVARRO
COUNTY
COURTHOUSE



Emily Cooper, County Extension Agent-4-H
Paula Butler, County Extension Agent-Family &
Consumer Science

Overview of the Process

The process of identifying relevant issues is fundamental to the program development model for Extension. The uniqueness that Extension offers is the involvement of local clientele in charting the course of the educational programs that Extension will offer. The involvement of a representative group of local leaders in identifying and prioritizing the critical issues that a community is facing is paramount to maintaining the relevance of our programs. While long-term strategic visioning is a core responsibility of the Leadership Advisory Board, there is also a need to involve others in identifying issues relevant to the county. The Leadership Advisory Board will remain the catalyst in this process.

A group of local leaders will be identified and involved in a process to identify and prioritize issues for the Navarro County Extension program to address through educational programming. This process will involve a diverse and representative group of individuals, but will be focused on the core areas that Extension has a history of addressing, and is equipped to continue to address.

4-H and Youth Development:

Navarro County 4-H members participated in four Major Stock Shows from January through March. Thirty nine members exhibited various projects ranging from market lambs, market goats, market barrow, market steers, and breeding beef heifers. The Houston Livestock Show and Rodeo was very rewarding to our 4-H'ers this year; winning Grand Champion Angus Scramble Heifer, and another youth catching at the calf scramble during a rodeo performance.

This spring Navarro County 4-H had 582 entries for the Navarro County Youth Expo. This accounts for 50.7% of the participating youth at the county show making Navarro County 4-H the largest organization to participate.

The spring is also the time for many of our 4-H county and district contests. Navarro County 4-H had 13 members compete in the Consumer Decision Making Contest with all participates advancing to the district contest. At the District 8 Roundup, 6 4-H members participated in Method Demonstrations and Educational Presentations with one advancing to the Texas 4-H Roundup in the Share the Fun Contest in the Vocal Category. Seventeen youth participated in the Second Annual Animal Science 101 Workshop and 4 youth participated in the Livestock Judging Workshop. Twelve 4-H members entered the Recordbook contest with one youth advancing to state. Six youth attended the District 8 Leadership Lab Camp held in Brownwood at the Texas 4-H Conference Center. Five senior 4-H members lead workshops and 6 junior 4-H members attended the Southeast District 8 Multi-County Camp in Palestine.

Agriculture/Natural Resources:**Field Crop Production and Management—**

This outcome program targeted 40 producers who rely on field crop production. Programs included a crop update seminar, the Blackland Income Growth Conference, Cotton Stalk Destruction and Blackland Grain Producers Association meeting's along with the Navarro/Hill Wheat Field Day. Thirty two of forty participants completed retrospective post surveys indicating increases in knowledge along with intent to adopt best practices.

Forage Production for Hay and Grazing

Forage production and management was identified as a key issue by program area committees. A Pesticide Applicator training was held on January 20 with 12 individuals completing the training and 100% successfully completing the exam with an average score of 85.5%.

Beef Cattle Production and Economics

Beef cattle production in Navarro County is a critical component of the local economy accounting for \$21.1 million in annual gross sales. At the beginning of 2011, 1400 beef management calendars were printed and mailed or delivered to 987 producers. In addition, a cattle production workshop was held in February with 55 people attending representing 12,423 acres and 1753 cows. Estimated economic impact by 12 producers was \$32.08 per cow, per year savings/earnings and \$56,242 in total estimated economic impact.

Natural Resource Management

There is a substantial interest from county landowners in wildlife, water, and plant management. Concerns about wildfire danger have also emerged which resulted in a fire weather forecast conference call in January followed by an introduction to Prescribed Burning Workshop. Of the 108 people in attendance, 87 completed a survey representing 95,492 total unique acres owned or managed. There are 15,752 total unique acres that are desired to be burned in the next 2 years with 53 reporting an average size of 322 acres. There were 75.7% (53 of 70) expressing a desire to conduct burns in the next 2 years along with 11 participants stating they wanted to participate in a certified prescribed burn manager training.

Family and Consumer Sciences:**Healthy Lifestyles -****Walk Across Texas:**

The Walk Across Texas! 8 week program was designed to help establish the habit of regular physical activity. During the spring of 2011, 412 individuals plus 3 school teams of 51 youth registered to participate in the program. A kick off and ending event were held with weekly news updates distributed via email, Facebook, and Twitter. There were 230 individuals completing the 8 week program logging a total of 56,029 miles. Including health care cost savings and cost of lost wages, the total potential economic impact for the 2011 Navarro County team participants is approximately \$3,058,519. Community partners included VOICE, Inc. and Navarro Regional Hospital.

Healthy County:

Weight Watchers at Work was implemented in February as part of the Texas Association of Counties Healthy County Initiative. There were 20 individuals completing the first 17 week series losing a total of 359 pounds. Due to the program's success, a second series began in June with 25 participants.

Balancing Food and Play:

The Balancing Food & Play curriculum was designed for 3rd grade students to improve knowledge and behaviors related to snacking on fruits and vegetables, drinking milk with meals and water with snacks, encouraging 60 minutes of physical activity, and limiting screen time to two hours or less per day. This 20 lesson series was implemented with 3rd graders at Bowie Elementary and J.L. Collins Catholic School during the spring of 2011. From the 60 pre/post surveys administered, student knowledge gains were noted for 4 of 4 knowledge questions. The percentage of students who reported having 60 minutes or more of physical activity increased from 42% (22) to 53% (32). The percentage of students who reported having excessive screen time (4 hours or more) decreased from 21% (11) to 13% (8). The percentage of students who reported always or almost always drinking regular (non-diet) soda decreased from 21% (11) to 16% (10).

Health Literacy: Adults with limited health literacy skills are more likely to report their health as poor and are more likely to lack health insurance, less likely to use preventive services and control chronic conditions, and more likely to misunderstand instructions about prescription medication, medication errors and mortality. To address this issue, a 4 week Health Literacy series was held for Seniors in Goodlow at the Mt. B Zion Baptist church. Post survey results indicate that 100% (17) of the participants understand that half of their health status may be determined by lifestyle choices, 93% better understand their Medicare benefits for preventive services and 100% understanding how to talk with their doctor and how to manage their medications better.

Diabetes Education: There were 8 individuals completing the first 2011 Do Well, Be Well with Diabetes class series. A second series along with Cooking Well with Diabetes and a Diabetes one day conference will be held in the fall.

Thanks for allowing me the opportunity to update you on the Extension educational programming in Navarro County and the efforts being made by your county Extension agents, Paula and Emily. They continue to provide programming which is in tune with our mission which is to provide quality, relevant outreach and continuing educational programs and services to the people of Texas. If you ever have any questions, comments, or concerns, please do not hesitate to give me a call at 254-968-4144 ext. 204 or e-mail at dkelm@tamu.edu.

Donald W. Kelm
District Extension Administrator



J. Logan Lair*Proven Leader and Educator*

PO Box 864 Pecos, Texas 79772

432.448.2681 – jllair@ag.tamu.edu

OBJECTIVE- Position as the Navarro County Ag. / NR County Extension Agent**PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS**

- 2008 – Present** **Reeves County Extension Agent- Ag. / NR**
- Responsible for planning, implementing, and evaluating educational programs in accordance with the policies and procedures of AgriLife Extension Service
 - Identifies, recruits, and trains local leaders to enable them to effectively perform their duties in committees, clubs, and organizations
 - Prepares annual, monthly, and special reports to show results of planning, program accomplishments, and changes in the behavior of people resulting from educational programs provided
 - Represents Texas A&M University System as a professional staff member
 - Provides leadership to over 80 volunteers
- 2006 – 2008** **Southwest Foundation for Biomedical Research- Lead Research Technician**
- Worked with a variety of non-human primates (baboons, rhesus, pigtail macaques, and cynos) in all aspects of the laboratory atmosphere
 - Assisted in surgeries in high containment ABSL3 and ABSL2 laboratories
 - Performed fluid therapies, minor surgeries such as suture lacerations and amputations, diagnostic labs, radiography and ultra sounds, IV cauterization, and blood collection
 - Performed routine maintenance, quality control tests, ran anesthesia machine, and worked with tether system
 - Worked in a high stress, high risk environment calmly and meticulously
 - Worked with highly toxic and selective agents such as Anthrax, TB, West Nile, and JEV
- 2001 – Present** **Owner- Perfect Fit Farrier Service**
- Built and maintains client list of over 100 horses with 60 clients
 - Utilizes self-management and communication skills
 - Works independently and supports my college education

J. Logan Lair

PO Box 864 Pecos, Texas 79772

Proven Leader and Educator

432.448.2681 – jllair@ag.tamu.edu

2002 – 2005

Alpine Veterinary Clinic- Head Large Animal Technician

- Prepped patients for surgery
- Assisted in surgery and routine check-ups
- Administered medications and treatments to in-patients
- Directed younger student technicians
- Kept hospital organized and clean

EDUCATION

2010-Present

Sul Ross State University

Alpine, TX

- Acquiring a Master's of Science in Animal Science degree

2001-2006

Sul Ross State University

Alpine, TX

- Bachelor of Science in Animal Science
- Associates Degree in Farrier Technology

MEMBERSHIPS, AWARDS AND HONORS

Member of the National Agriculture Honor Society

Inducted into the National Deans List 2005

Awarded Who's Who Among American Colleges in 2005

Early Career Agent Award, TCAA 2011

JOB RELATED TRAINING, CERTIFICATION AND CLEARANCE

Proficient in Microsoft Word, Excel, Publisher, and Power Point

Microsoft Excel Training 2007

FBI Clearance to work with select biological agents 2007

Noncommercial Political Subdivision Pesticide Applicator License 2008

J. Logan Lair

Proven Leader and Educator

Current member of the Natural Resource Leadership Course 2011

PO Box 864 Pecos, Texas 79772

432.448.2681 – jllair@ag.tamu.edu

#23

602

NAVARRO COUNTY COMMISSIONERS COURT
SALARY GRIEVANCE COMMITTEE

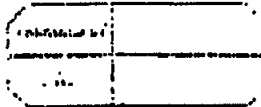
Date 8-8-2011

NAME

- 1. Seri Nolan
111 E. 17th Ave. Corsicana, TX 75110
- 2. Johnny Ross
417 N. 37th St., Corsicana, TX 75110
- 3. John Greenman
PO Box 342 Corsicana, TX 75151
- 4. Ann Stites-Alternate
1712 Glenbrook St., Corsicana, TX 75110
- 5. John Barnett-Alternate
1711 Maplewood Corsicana, 75100
- 6. Lisa Updegrove-Alternate
721 Sunny Ln., Corsicana, TX 75110
- 7. Leslie Cotton Sr. Sheriff
- 8. Russell Hudson Tax Assessor-Collector
- 9. Frank Hull Treasurer
- 10. Sherry Dowd County Clerk
- 11. Josh Tackett District Clerk
- 12. Lowell Thompson District Attorney

Bridg Bid

603



Navaro County Proj 2

#24

Decision = Steel / with Concrete - 45,200⁰⁰

20' x 40' steel Brdg with Cement Floor 2"

10 - 21" I Beam 40' x 44 lb

2 - 12" H Beam 20' 63 lb

120' 2x2x1/4 Angle

14 - 25' 95# Pipe 400 wall

28 - 3x12 - 76' wood cca

16 - 2x12 - 20' Floor

14 - 22 Gauge Decking 20'

50' 6" channel Cement

120' 7" channel Floor

160 - 1/2 Rebar

2 Bars Nelson studs

21 yards of Cement

32 - used State Board Rail



Total Cost Cement Brdg \$ 45,200.00

Total Cost Steel with Wood Floor \$ 39,690.00

Let Flynn

903-288-0611

604
#24

**Navarro County, Texas
Reconstruction of SE CR 0185 Bridge**

I. GENERAL REQUIREMENTS

HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold Navarro County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Work, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Work. Certification of such coverage must be provided to the County upon commencement of this work.

INVOICES & PAYMENTS: Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice which cannot be verified by the contract price and/or is otherwise incorrect will be returned to the Contractor for correction. Under term contracts, when multiple deliveries and/or services are required, the Contractor may invoice following each delivery and the County will pay on invoice. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Navarro County Auditor's Office. Failure to provide this information may result in a delay in payments and/or back-up withholding as required by the Internal Revenue Service.

PRICING: Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails. Pricing is attached and agreed upon as Exhibit 1 attached hereto and incorporated herein by reference.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item.

TAXES: Navarro County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Navarro County claims exemption from all sales and/or

use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Navarro County Auditor's Office.

TERMINATION: Navarro County reserves the right to terminate the contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

TESTING: Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

WAIVER OF SUBROGATION: Contractor and Contractors' insurance carrier waive any and all rights whatsoever with regard to subrogation against Navarro County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

WARRANTIES: Contractor shall furnish all data pertinent to warranties or guarantees which may apply. Contractor may not limit or exclude any implied warranties. Contractor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's expense. If Contractor fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's expense.

V. SPECIFICATIONS/RESPONSE PACKAGE

Neyland Bridge Construction 74-2325774
 COMPANY SUBMITTING PROPOSAL FEDERAL ID NUMBER

3368 Fm 1147
 ADDRESS

Marquez TX 77865
 CITY, STATE, ZIP

Runt's Neyland Jr. Owner
 NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

903-388-0611 903 529-1280
 TELEPHONE NO. FAX NO.

[Signature] 8-10-11
 e-mail. SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

RECONSTRUCTION OF BRIDGES:

SITE
SE CR 0185

SCOPE OF WORK:

Reconstruction of SE CR 0185 bridge. Contractor will disassemble existing bridge. Contractor will furnish and install: ten (10) W21X44, two (2) HP 12X63, one hundred twenty (120) feet of L2X2X1/4, fourteen (14) 22 gauge Decking at twenty (20) feet, fifty (50) feet 6" channels, one hundred twenty (120) feet of 7" channel, one hundred sixty (160) #4 rebar, two (2) boxes of nelson studs, twenty-one (21) yards of concrete, thirty-two (32) used state guard rails.

CONTRACTOR'S RESPONSE TO SPECIFICATIONS

COST TO PERFORM SCOPE OF WORK (\$): 45200.00

LIST OF ANY EXCLUSIONS OR FACTORS THAT MAY ALTER THE COST:

None

CONTRACT PROPOSAL AFFIDAVIT

The undersigned certifies that the contract prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the Contractor agrees to furnish any and/or all items upon which prices are extended at the price(s) offered.

STATE OF TEXAS §
COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Curt Nexland Jr, who, after being duly sworn, did depose and say: "I, am a duly authorized officer or agent for, and have been authorized to execute the foregoing contract proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other contractors or other person or persons engaged in the same line of business. Further, I certify that the contractor is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials."

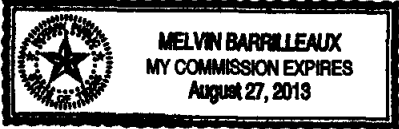
Name and Address of Contractor: Nexland Bridge Co.
Curt Nexland Jr
3368 Fm 1147 MarQU02, Tx 77865
Telephone: 903-388-0611

By: Curt's Nexland Jr Title: Owner
(Type or Print Name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 11th day of August, 2011.

Melvin Barrilleaux
Notary Public in and for the State of Texas



STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: Nexlund Bridge Con Date Organized: 1982

Address: 3268 FM 1147 Maudry TX 77865 Date Incorporated: _____

Number of Years in contracting business under present name: 28

Contract on Hand:

Contact	Amount (\$)	Completion Date
<u>Curtis Nexlund Sr</u>	<u>4520000</u>	
<u>903-388-0611</u>		

Type of work performed by your company: Bridge Work

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
<u>Maverick CO</u>	<u>2500000</u>	
<u>Fresno CO</u>	<u>1000000</u>	

Major equipment available for this project: Pile Driver & Back Hoe

VENDOR REFERENCES

Company: Nexlad Bridge

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

REFERENCE 1

Company Name: William ~~Winn~~ County

Address: _____

Contact Person/Title: William ~~Winn~~ Kenneth Deane Hollis Corner

Phone: 734-482-0266 Fax: _____ e-mail: _____

Contract Period: Any Comm. Scope of Work: Brick work

REFERENCE 2

Company Name: Freestone CO

Address: _____

Contact Person/Title: Craig Daks

Phone: 903-388-0901 Fax: _____ e-mail: _____

Contract Period: Any Comm. Scope of Work: _____

REFERENCE 3

Company Name: Rusk CO

Address: _____

Contact Person/Title: Jimmy Hayes

Phone: 903-646 3929 Fax: _____ e-mail: _____

Contract Period: Any Comm. Scope of Work: _____

Access to Work

Navarro County, their consultants and other representatives and personnel of Navarro County, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

Navarro County May Stop the Work

If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents and Specifications, Navarro County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Navarro County to stop the Work shall not give rise to any duty on the part of Navarro County to exercise this right for the benefit of the Contractor, or any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

Correction Period

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents and Specifications) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or area made available for Contractor's use by Navarro County is found to be defective, Contractor shall promptly, without cost to Navarro County and in accordance with Navarro County's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Navarro County, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Navarro County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Navarro county may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

MINIMUM INSURANCE REQUIREMENTS

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

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

Statutory, and Bodily Injury by Accident: \$1,000,000 each employee. Bodily Injury by Disease: \$1,000,000 policy limit \$1,000,000 each employee.

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

\$1,000,000 each occurrence Limit Bodily Injury and Property Damage Combined \$2,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 Per Job Aggregate \$2,000,000 Personal and Advertising Injury Limit. Navarro County shall be named as "additional insured" on commercial general liability policy.

C. Automobile Liability Coverage:

\$1,000,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Navarro County shall be named as "additional insured" on automobile policy.

Attach copies of current insurance coverage that meets or exceeds these requirements to this page and include in the response package.

This agreement is made in Corsicana, Navarro County, Texas, is performable in such County; and wherein venue shall lay. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of a dispute under this Agreement the Parties agree to pursue a remedy with mediation as defined by Texas Civil Practice and Remedies Code Chapter 154.

H26



Acceptance of Terms of Service

Date Last Revised: March 1, 2009

During the ExpertPaySM registration process, you must agree to the following Terms of Service. Your use of ExpertPaySM to make online payments on your behalf signifies continued acceptance of these Terms of Service. If you do not agree, you may contact ExpertPaySM Customer Service to have your registration cancelled, which will terminate your ExpertPaySM access.

Terms of Service

Terms of Service Controlling Your Use of ExpertPaySM

The following Terms of Service (TOS) concern your use of ExpertPaySM (ExpertPaySM), and agreement with, ACS State & Local Solutions, Inc. (ACS). By accessing this site, you represent that you have the authority to enter into this agreement on behalf of your company, and you agree to be bound by the following TOS.

ELECTRONIC AUTHORIZATION

By clicking on the "Agree and Submit" button during the registration process, you acknowledge that you have read, understand, and are accepting these terms. Agreeing in this manner has the same force and effect as a handwritten signature.

LICENSE, ACCESS AND USE

ACS grants you a non-exclusive limited license to access and make use of this site. You agree not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of ACS. This license does not include: any resale or commercial use of this site or its contents; any derivative use of this site or its contents; any downloading or copying of information for the benefit of another merchant; or any use of data mining, robots or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose (other than the evident intent of supporting employers) without the express written consent of ACS. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of this web site without ACS' express written consent. You may not purposely introduce any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of this web site or any computer software, hardware or telecommunications equipment of ACS, ExpertPaySM, or the users of this web site. You may not interfere with or disrupt the services of ACS, ExpertPaySM, or the servers or networks connected to these services. Any unauthorized use or attempts to use ExpertPaySM or this web site in an unauthorized manner terminates the permission or license granted by ACS. At any time ACS may, without notice, make changes to this site or to the services described in this site.

DESCRIPTION OF SERVICE

ExpertPaySM provides Employers with the ability to enter, store and send employer-withheld child support payments electronically to participating States (Service). Unless explicitly stated otherwise, any new features that enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided "AS IS". In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

PROCESSING OF UNPROCESSED PAYMENTS

If for reasons of a system-wide failure, or for reasons attributable to ACS' negligence, a payment initiated by you is not processed on time, you agree to notify ACS in writing and in a timely manner and ACS will, as your sole remedy, attempt to process said payment as promptly as possible following said notification, without additional charge to you.

ACCEPTANCE OF TERMS

ExpertPaySM provides this service to you, subject to these TOS. These TOS may be updated from time to time without notice. You can review the most current version at any time on this site. By accessing ExpertPaySM, you agree to be bound by these TOS. THESE TOS ONLY APPLY TO TRANSACTIONS YOU ENTER AND SUBMIT DIRECTLY IN TO ExpertPaySM. THE TOS' DO NOT APPLY TO ANY OTHER TRANSMISSION OR DATA YOU MAY SUBMIT TO ACS.

WARRANTIES AND LIMITATIONS OF LIABILITY

THIS WEBSITE IS PROVIDED "AS IS", AND "AS AVAILABLE" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND THAT YOU ARE SOLEY RESPONSIBLE FOR YOUR USE OF IT. ACS DOES NOT WARRANT THAT THIS SITE, ITS SERVICES OR E-MAIL SENT FROM ACS OR ExpertPaySM ARE BUG FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ACS, ITS AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR OTHER REPRESENTATIVES OF ANY OF THEM, ARE NOT LIABLE FOR ANY DAMAGES ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH YOUR USE OF THIS SERVICE. THIS COMPREHENSIVE LIMITATION OF LIABILITY APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO COMPENSATORY, PUNITIVE, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, OR LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

EXCLUSIONS AND LIABILITIES

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNITY

YOU AGREE TO HOLD HARMLESS AND FULLY INDEMNIFY ACS, ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, CO-BRANDERS OR OTHER PARTNERS, SHAREHOLDERS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, CLAIM AND/OR DEMAND WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH MAY ARISE OUT OF OR IS RELATED TO YOUR USE OF ExpertPaySM, INCLUDING BUT NOT LIMITED TO, ANY THIRD PARTY'S CLAIMS OF WHATEVER NATURE. THIS INCLUDES REASONABLE ATTORNEYS FEES AND COURT COSTS.

TERMINATION OF SERVICE

You agree that ACS, in its sole discretion, may terminate your account or use of the Service, and remove and discard any data within the Service, for any reason whatsoever. YOU MAY TERMINATE YOUR ACCOUNT OR USE OF THE SERVICES BY PROVIDING WRITTEN NOTICE TO ACS AT 936 EASTWIND DRIVE, WESTERVILLE, OHIO 43081. You agree that any termination of your access to the Service under any provision of this TOS may be effected IMMEDIATELY by ACS. You acknowledge and agree that ACS may deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that ACS shall not be liable to you or any third party for any termination of your access to the Service.

MODIFICATIONS TO SERVICE

ACS reserves the right at any time to modify or temporarily discontinue, the Service (or any part thereof) with or without notice. You agree that ACS shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service.

NOTICE

Notices to you may be made via either email or regular mail. These TOS may be updated

from time to time without notice. You can review the most current version at any time on this site. Payment submission activity will be reported to you via email. When you submit a child support withholding payment using ExpertPaySM, the user's registered address will receive an e-mail confirmation that ExpertPaySM has received your submission and is processing it. The email will contain a summary of your transactions and the total amounts paid plus applicable fees.

If you have any question about this TOS please contact customer.service@expertpay.com or 1-800-403-0879

MEMBER REGISTRATION

You agree to: (a) provide true, accurate, current and complete information about your company as prompted by the ExpertPaySM registration form (such information being the "Details"); and (b) maintain and promptly update the Details to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, outdated or incomplete, or ACS suspects that such information is untrue, inaccurate, outdated or incomplete - ACS has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). When you register as a member, you certify that you have the authority to enter into agreements and bind your company to these TOS.

All information entered by you about your company in to the ExpertPay web application is subject to verification. Any information entered by you that cannot be verified as accurate and true about your company may result in ACS suspending and/or terminating your account.

Bank account information entered by you about your company is subject to verification. You must be an authorized user of your company's banking information and must have access to your company's bank statements. If you are not able to confirm that you have authorized access to your company's bank account, you may not use ExpertPay to remit your company's withholdings. Bank account verification applies to all ExpertPay customers.

MEMBER PAYMENT DATA

1. YOU AGREE TO PROVIDE ACCURATE DATA AS SPECIFIED BY EACH STATE YOU ARE SENDING CHILD SUPPORT PAYMENTS TO.
2. YOU AGREE TO VALIDATE ALL EMPLOYEE INFORMATION IF IT IS AVAILABLE IN ExpertPaySM OR VERIFY YOUR DATA WITH EACH STATE PRIOR TO SENDING ANY PAYMENTS.
3. YOU AGREE THAT ANY DATA CORRECTIONS A STATE REQUESTS, WILL BE MADE BY YOU PRIOR TO THE NEXT PAYMENT FOR THAT CASE TO THAT STATE OR WITHIN TWO BUSINESS DAYS - WHICHEVER IS SHORTER
4. YOU AGREE THAT IF YOU DO NOT CORRECT DATA AS REQUESTED BY A STATE, AND THE STATE NOTIFIES ExpertPaySM OF YOUR FAILURE TO CORRECT YOUR DATA, YOUR SERVICE CAN AND MAY BE IMMEDIATELY TERMINATED.

MEMBER PAYMENT SUBMISSION CUTOFF

Payments must be submitted prior to the designated cutoff time on a recognized banking business day. A banking business day is defined as Monday through Friday, except Federal Reserve holidays. The daily cutoff time for payments to be submitted is 8:00 p.m. ET. You must have the payment submitted by the cutoff time of the time zone your business is located in, otherwise it will be considered the following days business.

FEES

There is one time registration fee of \$2.50 that will be deducted from your account upon submission of your first company's payment. This registration fee is charged only once, no matter the number of remittances associated with the payment. This registration is not tied to any transaction fees. For example, if you are not charged a transaction fee for each payment, you will still need to pay the one time registration fee. If you register your company more than one time, each registration is subject to the registration fee upon submission of your first payment made using the new registered account.

There is a transaction fee of \$1.25 per employee remittance that will be debited from your account for each submitted payment. If you have an employee with multiple cases, each subsequent employee remittance with the other case information will be charged \$1.25. You should also contact your bank regarding potential processing fees. Remittances to some states are offered at rates others than our standard rate. Please review the fee

section on the web site to obtain more information regarding transaction fees.

ExpertPaySM receives payment information from employers and debits employer bank accounts to offset the cumulative payment transactions. All payments are forwarded to the government agency in a state the day funds are available. In effect, ExpertPaySM acts as a clearing and distribution system that permits an employer to interact with many states from a single web site. Fees are charged to an employer for returned items and these fees are recovered through ACH debit to the employer's bank account. There are three types of return fees - fees for providing incorrect banking information, fees for returned debits due to Non-sufficient funds and fees for employer initiated reversals.

RETURN FEE

Any payment submitted by you that is returned to ACS due to incorrect bank information supplied by you on your member account will result in a \$20.00 fee. This occurs when there is invalid bank information (routing or account information) or closed accounts. This fee will be debited from your updated account prior to any future use of the service. The payments that were originally submitted and resulted in the return will be stopped and must be re-submitted by you.

NONSUFFICIENT FUNDS FEE (NSF)

Any payment submitted that is returned to ACS for non-sufficient funds will result in a \$50.00 NSF fee. This fee will be debited from your account prior to any future use of the service. The payments that were originally submitted but resulted in the NSF will be stopped and must be re-submitted by you. When you submit payments using ExpertPaySM, an ACH debit is sent to your account(s) to withdraw the funds. The funds will then show as being received in our account and withdrawn from your account on the "settlement date". However, if your account did not have the funds to cover the ExpertPaySM debit amount, then your Bank will notify ExpertPaySM within 2 days that the payment was NSF, and our account is debited. As a precaution, ExpertPaySM holds all funds until we are confident that the funds have cleared your Bank. We then send the funds to the appropriate state child support agency. If an NSF notice is received, we will cancel your original payment, and assess your account the \$50.00 fee. Note, this is in addition to any fees your own Bank may charge.

REVERSAL FEE

Any payment submitted by you that is requested to be 'stopped' from being sent, due to an error on your part, will result in a \$20.00 charge for each payment record that was stopped. The fees will be debited from your account. Extenuating circumstances will be acknowledged as indicated in the following section.

ACH REVERSAL/STOP PAYMENT PROVISION

Member/Company agrees to honor all payments originated using ExpertPaySM, and shall not request ExpertPaySM or Member's Bank, to reverse any ExpertPaySM debits or payment(s), unless payment(s) wishing to be reversed/stopped were:

- 1) Fraudulently made; OR
 - 2) Duplicates of previous payments submitted to ExpertPaySM the same day in error; OR
 - 3) Other circumstances subject to ExpertPaySM approval, at ExpertPaySM sole discretion;
- AND, Member notified ExpertPaySM by payment cutoff time, on the day following the settlement date of the payment wishing to be reversed/stopped

PAYMENT PROCESSING SCHEDULE

The effective date for processing payments will always default to the next banking day.

For new accounts, it will take up to seven (7) days for the state agency to receive the payment. New account payments are held for five banking days to insure account authorization.

For existing accounts using ACH debit, it will take up to two (2) days for the state agency to receive the payment. The payment is debited from your account on the effective date and transmitted to the receiving state agency with no interruptions.

SECURITY

To protect the Information we receive, ACS uses certain security measures designed to guard against the loss, misuse, and alteration of that Information. It should be recognized, however, that we cannot guarantee that transmission of data over the Internet will be absolutely secure. Due to the open nature of the Internet your Information

may be in environments that do not have adequate security measures and may be accessed and used by persons other than those intended. As a result, while protection of your Information is important to us, ACS will strive to ensure its security on our systems. ACS uses a Secure Socket Lay (SSL) connection to encrypt your data when it is transmitted using ExpertPaySM. Many web browsers support the use of a SSL connection, but if your browser does not support the use of an SSL, you will need to upgrade your browser to use our services. ExpertPaySM uses 128-bit encryption, however, if your browser is not set to 128-cipher strength, it will default to a 40-bit.

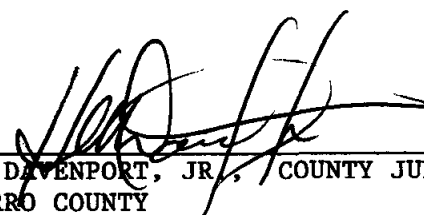
PRIVACY

In furtherance of our understanding the nature of your data, and our overall respect for your privacy, ACS will not share ANY of your data, without your consent, that is not necessary in the course of this service. [Click here to review our Privacy Statement.](#)

GENERAL INFORMATION

These TOS constitute the entire agreement between you and ACS and govern your use of ExpertPaySM and the Services, superseding any prior agreements between you and ACS. You also may be subject to additional terms and conditions that may apply when you use affiliated services, third-party content or third-party software. The TOS and the relationship between you and ACS shall be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. The failure of ACS to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of ExpertPaySM or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

By clicking on the "I agree" button , I agree to the above Terms of Service.



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

8-8-11
DATE

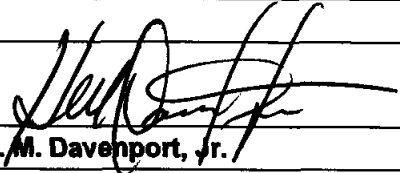
[Online Security](#) | [Privacy Statement](#) | [Legal Notices and Terms of Use](#)

One or more United States patents apply to this site, including without limitation: U.S. Patent Nos. 5,946,669, 6,119,107, 6,567,821, 7,072,909 and 7,225,155. Other patents are pending.

Verizon System Order Document

Please print or type Customer's full legal name and address:

Customer	Navarro County
Address	300 West Third Ave - Suite 10 Corsicana, TX 75110

Signature	
Name	H.M. Davenport, Jr.
Title	County Judge of Navarro County
Acceptance Date	08/08/2011
Contract ID	268565

This System Order Document ("Order Document") effective as of the 6 day of January, 2011 is made by and between Verizon (as identified below) and Customer and is governed by and incorporated into the System Agreement dated 02/01/2010. Verizon will not be bound by terms and conditions that are not set forth in the Agreement, including terms and conditions on a Customer purchase order or similar document. IN WITNESS WHEREOF, Customer has caused this Order Document to be duly executed, and Customer warrants and represents that its respective representative whose signature appears above has been and is on the date of signature duly authorized to execute this Order Document.

A. Verizon Entity Name ("Verizon"): VSSI	B. Customer Name ("Customer"): Navarro County
Address: 1860 Lincoln St 8th Floor	Address: 300 West Third Ave - Suite 10
City: Denver State: CO Zip Code: 80295	City: Corsicana State: TX Zip Code: 75110
Contact Name: Stephanie Cohen	Contact Name: Terri Gillen
Phone Number: 720-889-8515	Phone Number: 903-875-3306
Quote Number) 1-6ED4CJ	Customer Billing Address (if different)
	Address:
	City: State: Zip Code:

C. Select all applicable options:

<input checked="" type="checkbox"/>	New System / Service Sale
<input type="checkbox"/>	Adds / Upgrade to Existing System
<input type="checkbox"/>	International Drop Ship

<input type="checkbox"/>	Staging
<input type="checkbox"/>	Installation
<input type="checkbox"/>	Integration
<input type="checkbox"/>	Custom

<input type="checkbox"/>	8x5 and 24x7 Nortel Business Communications Manager Service
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Verizon System Order Document

<input type="checkbox"/>	8X5 and 24X7 Centrex Customer Premises Equipment Maintenance Service		
<input checked="" type="checkbox"/>	8x5 and 24x7 Switch Only Service; 8x5 and 24x7 Switch & Proprietary Phones Service; 8x5 Switch & Phones Service		
<input type="checkbox"/>	8x5 and 24x7 Nortel Norstar Key System Service; 8x5 and 24x7 NEC Electra Elite Key System Service		
<input type="checkbox"/>	On-Site Technician Plan(s)		
<input type="checkbox"/>	On-Site Technician Plan(s) - Hardware Repair/Return and Monitoring Coverage		
<input type="checkbox"/>	Voice Service Plus Service		
<input type="checkbox"/>	Standard Warranty and Supplemental Warranty Service		
<input type="checkbox"/>	IP PBX Supplemental Service		
<input type="checkbox"/>	Software Subscription Service		
<input type="checkbox"/>	Other:		
Third Party/Maintenance Services			
<input type="checkbox"/>	Nortel Extended Service	<input type="checkbox"/>	Cisco SmartNet
<input type="checkbox"/>	Cisco IPT - Unified Communications Software Subscription (UCSS)	<input type="checkbox"/>	Cisco CTS - Remote Operations Services (ROS)
<input type="checkbox"/>		<input type="checkbox"/>	Cisco IPT - Essential Operate Service (EOS)
<input type="checkbox"/>		<input type="checkbox"/>	Cisco CTS - Essential Operate Service (EOS)
		<input checked="" type="checkbox"/>	Other: Avaya PASS Basic

D. Payment Options:

<input checked="" type="checkbox"/>	Cash Purchase	<input type="checkbox"/>	E-Rate/USF Funding Application No.
<input type="checkbox"/>	Lease/Financing	<input type="checkbox"/>	Tax Exempt No.
	<input type="checkbox"/> Verizon Credit Inc.		
	<input type="checkbox"/> Third Party Lease/Financing (must have prior written approval of Verizon)		

E. The total price of the System and/or services being purchased by the Customer is detailed in the Quote.

F. Maintenance Service Billing Option:

<input type="checkbox"/>	Pre-paid Billing:	years	\$ (Annual Rate)				
<input checked="" type="checkbox"/>	Deferred Billing – Only applicable to Verizon Provided voice maintenance(not applicable to third party maintenance) (deferred until warranty expiration):	1 years	\$17,735.76 (Year 1)	\$ (Year 2)	\$ (Year 3)	\$ (Year 4)	\$ (Year 5)
	Bill deferred payment (check one):	<input checked="" type="checkbox"/> annually	<input type="checkbox"/> semi-annually	<input type="checkbox"/> quarterly	<input type="checkbox"/> monthly		

G. Documents (check those attached)

<input type="checkbox"/>	Service Plan Description(s) for Maintenance (if applicable)
<input checked="" type="checkbox"/>	Quote
<input type="checkbox"/>	Statement of Work
<input type="checkbox"/>	General Project Description

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Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6EGYYT

Site Name: 17480003 - EDC.

Verizon Legal Entity:
Verizon Select Services Inc

Verizon Contract Country:
USA

Site Address:
NAVARRO COUNTY
300 W 3RD AVE

Bill To:
NAVARRO COUNTY
300 W 3RD AVE

Ship To:
NAVARRO COUNTY
300 W 3RD AVE

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA



NTRB21AC	925343	T1 MULTI PURPOSE DIG I/F TMDI	2	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2	1,437.36
Maintenance Term (Months): 12				
NT8D02HAE5	73175197	CARD 16-PORT EXTENDED DIGITAL LINE, XDLC	1	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1	479.04
Maintenance Term (Months): 12				
QPC414C	789179	ENHANCED NETWORK CARD ASSY	1	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1	Included
Maintenance Term (Months): 12				
QPC43R	786196	PERIPHERAL SIGNALLING CARD	2	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2	Included
Maintenance Term (Months): 12				
QPC441F	513605	3 PORT EXTENDER PACK / 3PE	2	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2	Included
Maintenance Term (Months): 12				
NT8D01BC	381237	XTENDED PERIPHERAL CONT 4 LOOP	1	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	1	Included
Maintenance Term (Months): 12				

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/19/2011
PRICES DO NOT INCLUDE TAXES
VERIZON PROPRIETARY INFORMATION

THE EQUIPMENT LISTED ON THIS QUOTE IS SOLELY FOR DOMESTIC USE IN THE UNITED STATES

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Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6EGYYT

Site Name: 17480003

Verizon Legal Entity:

Verizon Contract Country:

Verizon Select Services Inc

USA

Part Number	Quantity	Description	Unit Price	Total Price	Notes
NT8D01BC 381237	1	XTENDED PERIPHERAL CONT 4 LOOP			
SWITCH-ALL-TERMINALS-OH-0-299	1	VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS			Included
Maintenance Term (Months): 12					
NT8D3703 343248	1	INTELLIGENT PE CARD CAGE (AC/DC)			
SWITCH-ALL-TERMINALS-OH-0-299	1	VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS			Included
Maintenance Term (Months): 12					
NT8D37EC 366766	1	MODULE DC IPE-DC			
SWITCH-ALL-TERMINALS-OH-0-299	1	VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS			Included
Maintenance Term (Months): 12					

Site 1-6EGYYT Sub Totals

Equipment:	0.00
Labor:	0.00
Maintenance:	1,916.40
Other:	0.00
Trade In:	0.00
Site Total:	1,916.40
Shipping & Handling Total:	0.00
Site Total with Shipping & Handling:	1,916.40

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Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6EGYYL

Site Name: 17480002 - Justice Center

Verizon Legal Entity:
Verizon Select Services Inc

Verizon Contract Country:
USA

Site Address:
NAVARRO COUNTY
312 W 2ND AVE

Bill To:
NAVARRO COUNTY
300 W 3RD AVE

Ship To:
NAVARRO COUNTY
312 W 2ND AVE

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA



NTDK70BB	73045340	POWER SUPPLY	2	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2	Included
Maintenance Term (Months): 12				
NT8D02HAE5	73175197	CARD 16-PORT EXTENDED DIGITAL LINE, XDLC	11	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	11	5,269.44
Maintenance Term (Months): 12				
NT8D09CAE5	73169952	EXTENDED ANALOGUE MESSAGE WAITING LINE CARD	3	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	3	1,437.12
Maintenance Term (Months): 12				
NTRH30AA	745922	CALLPILOT BASE 2011 SYSTEM	1	
ANCILLARY-FULL-COVERAGE-OH		VERIZON VOICE MAINTENANCE - 8X5	1	0.00
Maintenance Term (Months): 12				

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/19/2011
PRICES DO NOT INCLUDE TAXES
VERIZON PROPRIETARY INFORMATION

THE EQUIPMENT LISTED ON THIS QUOTE IS SOLELY FOR DOMESTIC USE IN THE UNITED STATES



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6EGYYL

Site Name: 17480002

Verizon Legal Entity:
Verizon Select Services Inc

Verizon Contract Country:
USA

Site 1-6EGYYL Sub Totals

Equipment:	0.00
Labor:	0.00
Maintenance:	6,706.56
Other:	0.00
Trade In:	0.00
Site Total:	6,706.56
Shipping & Handling Total:	0.00
Site Total with Shipping & Handling:	6,706.56

Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6ED4CN

Site Name: 17480001 = Courthouse

Verizon Legal Entity:
Verizon Select Services Inc

Verizon Contract Country:
USA

Site Address:
NAVARRO COUNTY
300 W 3RD AVE

Bill To:
NAVARRO COUNTY
300 W 3RD AVE

Ship To:
NAVARRO COUNTY
300 W 3RD AVE

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

CORSICANA, TX, 75110
USA

NTAK11BDE5	73158349	CABINET AC/DC OPTION 11C MAIN AND EXPANSION	2	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2	Included
Maintenance Term (Months):	12			
NT8D02HAE5	73175197	CARD 16-PORT EXTENDED DIGITAL LINE, XDLC	11	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	11	5,269.44
Maintenance Term (Months):	12			

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/19/2011
PRICES DO NOT INCLUDE TAXES
VERIZON PROPRIETARY INFORMATION

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Verizon Select Services Inc.



Site Level Title/Description:

Maintenance Payment Option: Annual

Voice Maintenance Coverage Dates: November 29th, 2010 - November 28th, 2011

Site ID: 1-6ED4CN

Site Name: 17480001

Verizon Legal Entity:
Verizon Select Services Inc

Verizon Contract Country:
USA

NT8D09CAE5	73169952	EXTENDED ANALOGUE MESSAGE WAITING LINE CARD	3	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	3	1,437.12
Maintenance Term (Months): 12				
NTRB21AC	925343	T1 MULTI PURPOSE DIG I/F TMDI	2	
SWITCH-ALL-TERMINALS-OH-0-299		VERIZON VOICE MAINTENANCE SWITCH AND ALL TERMINALS 8X5 COVERAGE 0-299 PORTS	2	1,437.36
Maintenance Term (Months): 12				

Site 1-6ED4CN Sub Totals

Equipment:	0.00
Labor:	0.00
Maintenance:	8,143.92
Other:	0.00
Trade In:	0.00
Site Total:	8,143.92
Shipping & Handling Total:	0.00
Site Total with Shipping & Handling:	8,143.92

Total Extended Sales Price

Equipment:	0.00
Labor:	0.00
Maintenance:	17,735.76
Other:	0.00
Trade In:	0.00
Grand Total:	17,735.76
Shipping & Handling Total:	0.00
Grand Total with Shipping & Handling:	17,735.76

*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.

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Verizon Select Services Inc.



Quote Header **Quote Level Title/Description:**

Account Manager CATHERINE LARSON	Customer Name COUNTY OF NAVARRO - TX 911	Quote # 1-6ED4CJ	Revision 1
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(972) 615-5051

SE STEPHANIE COHEN	Primary Transport Service	Currency USD	Quote Date 1/5/2011
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Equipment & Services by Site

Site Level Title/Description:	Maintenance Payment Option: Annual
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PASS Maintenance Coverage Dates: January 5th, 2011 - January 4th, 2010

Site ID: 1-6JELA3

Verizon Legal Entity: Verizon Select Services Inc	Verizon Contract Country: USA
---	---

Site Address: NAVARRO COUNTY 300 W 3RD AVE	Bill To: NAVARRO COUNTY 300 W 3RD AVE	Ship To: NAVARRO COUNTY 300 W 3RD AVE
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CORSICANA, TX, 75110 USA	CORSICANA, TX, 75110 USA	CORSICANA, TX, 75110 USA
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VENMTC- AVAYA	AVAYA VENDOR MAINTENANCE (ANNUAL PAYMENT ONLY)	264	968.88
Maintenance Term (Months): 12			
GE4300AQQ - CS1000 - Partner Assurance Software Support - Tier 2 (101-1199 users) Basic -SLNAQQ			

Site 1-6JELA3 Sub Totals

Equipment:	0.00
Labor:	0.00
Maintenance:	968.88
Other:	0.00
Trade In:	0.00
Site Total:	968.88
Shipping & Handling Total:	0.00
Site Total with Shipping & Handling:	968.88

Quote # 1-6ED4CJ

ALL PRICING IS VALID UNTIL: 02/19/2011
 PRICES DO NOT INCLUDE TAXES
 VERIZON PROPRIETARY INFORMATION

Page 1 of 6

THE EQUIPMENT LISTED ON THIS QUOTE IS SOLELY FOR DOMESTIC USE IN THE UNITED STATES

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Ticket #:

Agreement to Terms and Conditions of Sale

By your signature below, you agree that all sales by TESSCO (including any of its subsidiaries) to you shall be subject solely to TESSCO's Terms and Conditions of Sale ("TESSCO's Terms and Conditions"), which you have read and understand. A copy of TESSCO's Terms and Conditions as currently in effect is available on www.tessco.com. TESSCO reserves the right to modify TESSCO's Terms and Conditions from time to time. Your purchases will be subject to those in effect at the time you place your order, as reflected on www.tessco.com. Any terms and conditions on your purchase order or other forms that may vary from, conflict with, or purport to add to TESSCO's Terms and Conditions shall not apply, even though your form may state otherwise. TESSCO hereby objects in advance to all such terms and conditions.

Particular attention is called to TESSCO's return policy set forth in Section 2 of TESSCO's Terms and Conditions. **Regardless of method of payment used:**

- Merchandise must be returned freight prepaid (at your expense), in its original condition and packing, and arrive at TESSCO within 30 days after your receipt of the merchandise.
- Any product received beyond 30 days will be returned to you at your expense.
- Special-order, specially configured and value-added products are returnable only if defective.

After 30 days, no returns for credit or refund will be accepted, even if the merchandise is defective (only manufacturer's warranty will apply).

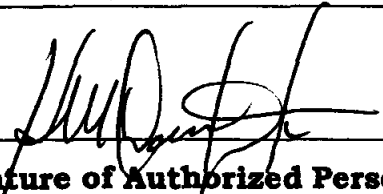
TESSCO Customer Account #: 2396600

Company Name & Address:

NAVARRO COUNTY

300 WEST THIRD AVENUE

CORSICANA, TEXAS 75110

 8-8-11

Signature of Authorized Person **Date**

H.M. DAVENPORT, JR. COUNTY JUDGE

Name (Please Print) **Title**

Doing Business with TESSCO

TERMS & CONDITIONS

Your purchases from TESSCO are made subject to these Terms and Conditions. Please review them carefully before placing your order. TESSCO's Terms and Conditions are subject to change. By purchasing from TESSCO you agree to be bound by the Terms and Conditions in effect at the time you place your order, which may be viewed at <http://www.tessco.com/go/terms>.

We object in advance to any additional or different terms you may propose, whether contained in a purchase order or in any other document or communication and regardless of whether such additional or different terms would materially alter our Terms and Conditions. Your submission of a purchase order or other authorization for products or services, or your allowing us to ship products or commence work, will constitute your acceptance of all of our Terms and Conditions, except to the extent specifically consented to by us in a written confirmation sent to you and signed by an authorized representative of TESSCO.

1. Our Performance Guarantee: Our Performance Guarantee is uniquely simple: We promise that you will receive your order on time, error free, and in good condition. Your charge for delivery and handling will be refunded in the event we do not meet the agreed delivery date. We cannot guarantee on-time delivery for orders involving HAZMATS, drop shipments, third-party billing, customer pickups, shipments outside the continental U.S., unauthorized transportation carriers, extreme weather conditions, or acts of God. Please inspect products immediately upon receipt and notify TESSCO of any damage or shortage the same day.

2. 30-Day Money-Back Guarantee - Return Policy: If for any reason you are not satisfied with a purchase, you may return it for a refund or credit within 30 days subject to the following:

- Product must be in original condition, original product packaging, uncut, unmodified, and unused.
- Product must be returned within 30 days of delivery date (at your expense) through a traceable means (e.g., certified mail, UPS, or FedEx), freight prepaid.
- All components and manuals must be returned.
- Credit or refund is issued for purchase price of returned products, excluding delivery and handling charges.
- Installed equipment and software and special order and value-added items are repaired or replaced under manufacturer warranty. (See Warranty Support, Section 6.)
- Items not in compliance with our return policy will be returned to you at your expense.

Please complete the return form included with your shipment and reference the original transaction number or call our Customer Service team if you need assistance. Beyond our 30-day money-back guarantee, no returns for credit or refund will be accepted, even if the merchandise is defective. However, the manufacturer's warranty will apply, and we will be happy to facilitate your request for warranty satisfaction from the manufacturer. (See Warranty Support, paragraph 6.)

3. Prices: At the time of your order, you will receive the total bottom-line delivered cost according to the price prevailing at the time your order was placed and the delivery option you have selected. Call 800-472-7373 (USA, Canada, Mexico) or +1 410-229-1200 (other countries) for pricing and delivery confirmation. State sales tax, if applicable, will be added to your invoice unless an acceptable resale tax exemption certificate is provided. Where applicable, the payment of all customs duties will be your responsibility.

4. Delivery: Your order will be delivered on time, configured and complete, as provided in our Performance Guarantee to the address you have designated. We will make every effort to ship in accordance with the delivery option you have selected. Delivery dates may be affected by our late receipt of all information necessary to ship or other causes beyond our reasonable control. In any event, we are not liable to you for any loss of time, material, or production or any other loss resulting from late delivery. (See Limitation of Liability, paragraph 8.)

5. Payment Terms: If you would like to establish an open account, please contact our Customer Transactions team at 410-229-1395. During the credit application process, business may be done via credit card and EFT. We reserve the right to change terms of sale at any time. All payments must be made in U.S. funds drawn on U.S. banks, company bank account only, unless alternate arrangements have been approved by TESSCO. For payment terms other than net 30, additional fees may apply.

- Net 30 terms require prompt payment by company check within 30 days from the shipment date unless otherwise stated on the invoice. We do not accept payment by credit card except at time of purchase.
- There will be a \$35.00 charge for returned checks and EFT rejections for any reason.
- Please pay from the invoice provided. A late payment charge of 1.5% per month (18% APR) will be charged on all invoices not paid within the defined terms. Our Customer Transactions team is available to help you in all billing matters.
- In the event TESSCO retains a collection agency or attorney to enforce any of your obligations to TESSCO, you agree to pay all of TESSCO's costs and expenses associated with such enforcement, including all collection, attorney, and litigation fees.

- You agree to pay or reimburse TESSCO for any and all sales, use and excise taxes that may be imposed on you or TESSCO by any government entity as a result of any sales to you, regardless of when such taxes may be assessed, imposed, or levied.

6. Warranty Support: Manufacturers' warranty information and policies for all products we offer are available on www.tessco.com/go/mfowarranty. Although TESSCO does not separately warrant products, we do pass through all manufacturers' warranties and will be happy to help you determine the extent of coverage for your claim, coordinate the return of the product, and assist you with the warranty support offered by the manufacturer. Please email us at warranty@tessco.com or call our Customer Service team if you have any questions about warranties. Note that we make no implied warranties of MERCHANTABILITY or of fitness for a particular purpose with respect to any goods or services we sell, and our suppliers typically exclude these implied warranties as well.

7. Damages in Shipment: Even though title and risk of loss pass when merchandise is shipped, we will assist you if merchandise is verified as damaged in transit. If this occurs, please take the following action:

- Do not accept a visibly damaged product until the person making the delivery has endorsed the air bill/bill of lading with a statement of the extent of the damage and file the freight claim at the time of delivery.
- If damage is concealed and found after unpacking, retain all packing material and immediately call us. Concealed damage must be reported within 24 hours from time of receipt of shipment.
- Notify us immediately of damages so that we can provide you with assistance on the claim with the freight carrier. When calling, please have the sales order number at hand.
- Please send us copies of all airbills/bills of lading and inspection reports.

8. Limitation of Liability: In no event shall TESSCO be liable to you under any legal theory whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, for any loss of profits or other economic loss, including, but not limited to, such losses as (i) wages paid to your employees, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement, substitute, or temporary equipment, facilities, or services, (v) costs of capital, (vi) costs or losses related to downtime, (vii) manual labor costs, or (viii) any other indirect, incidental, special, consequential, or other similar damages arising out of any claim relating to your purchases of goods or services from TESSCO, including losses resulting from your general or particular requirements or needs, whether or not TESSCO, at time of contracting, had reason to know of such requirements or needs, and whether or not such losses could have been reasonably prevented by you by cover or otherwise. **TESSCO's liability to you shall in no event exceed the purchase price of the nonconforming goods or services giving rise to TESSCO's liability to you.** The manufacturer/supplier's warranties that we pass through to you (see paragraph 6 above) typically contain limitations similar to those stated in this paragraph.

9. Compliance with Laws: You agree to comply with all laws and regulations that apply to your use, or the resale or other transfer, of products that you purchase from TESSCO. In some cases, the export of products from the US may be subject to restrictions or prohibitions under US law. You are urged to review the materials regarding such restrictions made available by the manufacturer/supplier and, where appropriate, to consult legal counsel. In any case, however, you remain solely responsible for such compliance, and TESSCO takes no responsibility for advising you regarding such matters or for providing any necessary export licenses.

10. No Alterations, Reverse Engineering, etc.: The manufacturers/suppliers of many of the products sold by TESSCO prohibit any alteration, modification, adaptation, translation, decompiling, disassembly, or "reverse engineering" of, or creation of derivative works based on, their products. You agree to abide by any such restrictions contained in the manufacturer/supplier's terms, and you agree that such restrictions may be enforced against you directly by the manufacturer/supplier, despite any lack of contractual privity between you. If you have questions concerning the terms that may apply to a particular product or would like to obtain information about such terms before purchasing, TESSCO will be happy to assist you in obtaining such information from the manufacturer/supplier.

11. Choice of Law, Forum Selection: TESSCO controls and operates its business from its offices at Hunt Valley, Maryland, USA. Consequently, any questions relating to these Terms and Conditions or their application in a particular situation shall be governed by the laws of the United States and the State of Maryland (without regard to any provision that would result in the application of the laws of any other state or jurisdiction). Any legal or equitable action of whatever nature brought by you against TESSCO arising out of or related in any respect to these Terms and Conditions or your purchases or other dealings with TESSCO shall be brought solely in either the United States District Court for the District of Maryland located in Baltimore City or the appropriate court of the State of Maryland located in the jurisdiction where TESSCO has its principal place of business.

12. Severability: If any provision of TESSCO's Terms and Conditions is found to be invalid or unenforceable, the other provisions will remain in full force and effect.

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TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

2011 - 2012 Renewal Notice and Benefit Confirmation

Group: 66504 - Navarro County

Anniversary Date: 10/01/2011

Return to TAC by: ~~07/27/2011~~

8/8/11

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to kimc@county.org.

For any plan or funding changes other than those listed below, please contact Kim Crippen at 1-800-456-5974.

MEDICAL

Medical: Plan 800 \$25 Copay, \$500 Ded, 80%, \$2500 OOP Max

RX Plan: Option 4A \$10/25/40

Your % rate increase is: 10.60%

Your payroll deductions for medical benefits are: **Pre Tax**

Tier	Current Rates	New Rates Effective 10/1/2011	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$550.50	\$608.84	\$ _____	\$ _____	\$ _____
Employee + Child	\$748.44	\$827.76	\$ _____	\$ _____	\$ _____
Employee + Child(ren)	\$986.00	\$1,090.52	\$ _____	\$ _____	\$ _____
Employee + Spouse	\$1,156.04	\$1,278.58	\$ _____	\$ _____	\$ _____
Employee + Family	\$1,497.48	\$1,656.20	\$ _____	\$ _____	\$ _____

JKD Initial to accept Medical Plan and New Rates.

LIFE - BASIC

Basic Life Products: Coverage Volume per Employee: \$20,000
(Rates are per thousand)

	Current Rates	New Rates Effective 10/1/2011	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.190	\$0.170	100%	0%
Basic AD&D	\$0.035	\$0.035	100%	0%

llh Initial to accept New Basic Life Rates.

LIFE - VOLUNTARY

Voluntary Life Products: Coverage Volume per Retiree: \$5,000
(Rates are per thousand)

	Current Rates	New Rates Effective 10/1/2011	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Voluntary Retiree Life	\$0.190	\$0.190	0%	100%

(Rates are monthly charges) Coverage Volume: SP \$5K/CH \$5K

Voluntary Dependent Life	\$1.900	\$1.900	0%	100%
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llh Initial to accept New Voluntary Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical Pre 65 Post 65 Both
 Voluntary Retiree Life Pre 65 Post 65 Both

llh Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees
30 days - 1st of the month following waiting period

Elected Officials
30 days - 1st of the month following waiting period

llh Initial to confirm.

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COBRA ADMINISTRATION

Please indicate how your group manages COBRA administration:

- Self Administration on OASys BCBS Other

If "Other", please indicate COBRA Administrator: _____

 JD Initial to confirm COBRA Administration.

PLAN INFORMATION

Please indicate your broker / agent's name, if applicable _____

- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **07/27/2011** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

TAC HEBP Member Contact Designation Navarro County

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Honorable Frank Hull/Treasurer
Address 300 West Third Avenue, Suite 17
Corsicana, TX 75110-4672
Phone 903-654-3090
Fax 903-875-3391
Email fhull@navarrocounty.org

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Honorable Frank Hull/Treasurer
Address 300 West Third Avenue, Suite 17
Corsicana, TX 75110-4672
Phone 903-654-3090
Fax 903-875-3391
Email fhull@navarrocounty.org

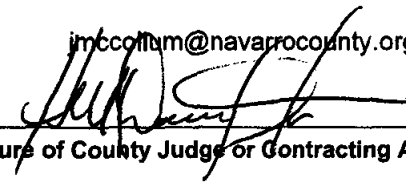
HIPAA Secured Fax

PRIMARY CONTACT

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Ms. Jane McCollum/Assistant Treasurer
Address 300 West Third Avenue, Suite 17
Corsicana, TX 75110
Phone 903-654-3090
Fax 903-654-3391
Email jmccollum@navarrocounty.org



Signature of County Judge or Contracting Authority

Date: 8-8-11

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



TEXAS ASSOCIATION *of* COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

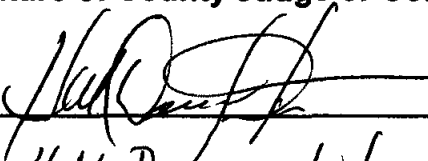
2011 – 2012 RENEWAL CREDIT CONFIRMATION
Navarro County – GROUP #66504

Navarro County is eligible to receive a renewal credit for the 2011-2012 plan year, effective on your anniversary date. Upon renewing your health plan with TAC HEBP, beginning on your effective date, each monthly bill will reflect a credit for 1/12th of the total below:

\$18,121

Please sign below indicating the Commissioners Court or Board approval to receive the renewal credit for 2011-2012.

Signature of County Judge or Contracting Authority:



Date: 8-8-11
H.M. DAVENPORT, Jr.

(Please print name and title)

New Insurance rates effective October 1 2011

Tier	Current		as of 1 Oct., 2011		Increase per month
	Monthly COST	Per Pay check	Monthly Cost	Per pay check	
Employee - Child	\$197.94	\$98.97	\$218.92	\$109.46	\$20.98
Employee - Children	\$435.50	\$217.75	\$481.68	\$240.84	\$46.16
Employee -Spouse	\$605.54	\$302.77	\$669.74	\$334.87	\$64.20
Employee - Family	\$946.98	\$473.49	\$1,047.36	\$523.68	\$100.38

8/8/2011