

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 12TH DAY OF DECEMBER, 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. 10:02 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONERS MARTIN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- AGENDA ITEM #22 & 23 PHIL KREJCI & JA
BREITHAAPT 22 & 23

CONSENT AGENDA

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

5. MOTION TO APPROVE MINUTES FROM MEETINGS OF NOVEMBER 28,
2011 AND NOVEMBER 30, 2011
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR
7. MOTION TO APPROVE REVENUE CERTIFICATION FOR BUYBOARD
FY2011 REBATE **TO WIT PG 1032**
8. MOTION TO APPROVE REVENUE CERTIFICATION FOR FY 2011 SCAAP
TO WIT PG 1033
9. MOTION TO APPROVE MINUTES OF THE NOVEMBER 3RD, 2011
PLANNING AND ZONING MEETING **TO WIT PG 1034-1035**
10. MOTION TO APPROVE OF A REPLAT OF LOT 12R IN SANDY COVE
SUBDIVISION TO EFFECTIVELY SPLIT REPLATTED LOT BACK INTO
ORIGINALLY PLATTED SEPARATE LOTS #12 & 13 FOR COLE SNADON

11. MOTION TO APPROVE REPLAT OF LOTS #75 & 76 IN SWEETWATER RANCH PH.II FOR GARY ENGELS

REGULAR AGENDA

12. NO ACTION TAKEN ON BURN BAN
13. MOTION TO APPROVE TAX COLLECTION REPORT, NOVEMBER 2011, RUSSELL HUDSON BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 1036-1041**
14. MOTION TO APPROVE THE BOND FOR PART TIME EMPLOYEE IN TREASURER'S OFFICE BY MARTIN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED **TO WIT PG 1042-1058**
15. MOTION TO APPROVE RESOLUTION OF PROCLAIMING JANUARY 6-9, 2012 AS "LUCIAN TRUSCOTT DAYS" BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 1059-1060**
16. MOTION TO APPROVE RESOLUTION FOR GOODS IN TRANSIT BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 1061**
17. MOTION TO APPROVE BOND FOR THE COUNTY COURT AT LAW JUDGE, AMANDA DOAN PUTMAN BY JUDGE DAVENPORT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 1061A-C**
18. MOTION TO APPROVE COLLECTION OF THE STATUTORY COLLECTION FEES FOR THE COUNTY COURT AT LAW BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
19. MOTION TO TABLE APPROVING APPOINTMENT OF REPRESENTATIVE TO THE CITY OF KERENS TAX INCREMENT FINANCING BOARD BY MARTIN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
20. MOTION TO APPROVE TO RE-APPOINT TERRY JACOBSON AS CHAIRMAN AND BARBARA MOE AS VICE-CHAIRMAN TO THE PLANNING & ZONING BOARD BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED

21. MOTION TO APPROVE SPECIFIC USE PERMIT TO HAVE A USED MOBILE HOME IN THE CRAB CREEK RANCHETTES FOR BRIAN CARTER BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
22. PUBLIC HEARING TO DISCUSS AMENDING ADJACENT PROPERTY NOTIFICATION WHEN A PROPOSED OIL/GAS WELL (NOT PERTAINING TO HYDROGEN SULFIDE WELLS) IS TO BE DRILLED IN THE RICHLAND CHAMBERS LAKE SHORE AREA
JUDGE OPEN MEETING BUDDY GREEN
JUDGE CLOSED MEETING
23. MOTION TO TABLE ADOPTING AMENDED ADJACENT PROPERTY OWNER NOTIFICATION PROCEDURES WHEN A PROPOSED OIL/GAS WELL (NOT PERTAINING TO HYDROGEN SULFIDE WELLS) IS TO BE DRILLED IN THE RICHLAND CHAMBERS LAKE-SHORE AREA BY MARTIN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
24. MOTION TO APPROVE AWARDED FOOD SERVICES CONTRACT FOR THE NAVARRO COUNTY JAIL TO FIVE STAR CORRECTIONAL SERVICES BY MARTIN SEC BY WARREN TO WIT PG 1062-1068
ALL VOTED AYE MOTION CARRIED
25. MOTION TO APPROVE SPENDING UP TO AN ADDITIONAL \$7,000 FROM THE JUSTICE OF THE PEACE TECHNOLOGY FUND TO COMPLETE INSTALLATION OF NEW COMPUTER SYSTEM BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
26. MOTION TO APPROVE TYLER TECHNOLOGIES PROFESSIONAL SERVICES AGREEMENT FOR REPROGRAMMING DUE TO NEW COUNTY COURT AT LAW \$4000 (INVOICE TO BE PAID FROM UNALLOCATED TECHNOLOGY ENHANCEMENTS, ACCT # 101-406-425) BY OLSEN SEC BY WARREN TO WIT PG 1069- 1070
ALL VOTED AYE MOTION CARRIED


NO NUMBER 27 & 28 ON AGENDA

29. MOTION TO APPROVE TWO XEROX LEASE AGREEMENTS FOR NORTH TEXAS HIDTA BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED TO WIT PG 1071-1075

30. MOTION TO ADJOURN BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE
FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE
COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR DECEMBER
12TH, 2011.

SIGNED 12TH DAY OF DECEMBER 2011.


SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY AUDITOR'S OFFICE

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

Terri Gillen, First Assistant
 Junebe Beard, Internal Auditor
 Jeannie Keeney, Assistant
 Julie Jennings, Assistant
 Natalie Robinson, Assistant
 Gloria Turner, Assistant

Kathy B. Hollomon, CPA
 County Auditor

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

December 8, 2011

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

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money
 111.0707- Special Budget for Revenue from Intergovernmental Contracts
 111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of

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

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

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the **Navarro County** Revenue Estimates in the adopted budget for 2010 – 2011. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-

Amount: \$1,943.07

Source: BuyBoard Cooperative Purchasing

Sincerely,

Kathy B. Hollomon, CPA
 Navarro County Auditor

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10.33



NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672
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source not anticipated before the adoption of the budget- which was not included in the **Navarro
County** Revenue Estimates in the adopted budget for 2010 – 2011. These funds may now be made
available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-

Amount: \$31,329.00

Source: State of Texas

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

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1034



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@navarrocouny.org

Phone: (903) 875-3312

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

November 3rd, 2011

5:00 P.M.

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

Chairman Jacobson – present
Scott Watkins – absent
Carroll Sigman – absent
Vicki Farmer – present
Dennis Bancroft – absent
Charles Irvine – present
Kim Newsome – present

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

Item #2 on the agenda was consideration of the minutes of the October 6th, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item #3 on the agenda was consideration of a replat of lots #12 & 13 in block 4 of Pelican Isle for Sonya Parkey, motion to approve by Commissioner Moe, second by Commissioner Jackson, all voted aye.

Item #4 on the agenda was consideration of a specific use permit to live in an RV on site while home is being built off of SE CR 2240 for Harvey Moss, motion to approve contingent upon getting a building permit and commencing and continuing construction within 6 months by Commissioner Irvine, second by Commissioner Moe, all voted aye.

Item #5 on the agenda was a public hearing to discuss recommended amendments to the Richland-Chambers Lakeshore Area oil and gas drilling regulations. The public hearing was tabled, motion to table by Commissioner Newton, second by Commissioner Smith, all voted aye.

Item #6 on the agenda was consideration of recommended amendments to the Richland-Chambers Lakeshore Area oil and gas drilling regulations. Item was tabled along with Item #5, motion to table by Commissioner Newton, second by Commissioner Smith, all voted aye.

Item #7 on the agenda was consideration of a specific use permit to drill for oil within in Richland-Chambers Lakeshore Area for Pace Petroleum, motion to table by Commissioner Moe, second by Commissioner Irvine, all voted aye.

Item #8 on the agenda was consideration of a variance to drill for oil within 600 feet of a platted subdivision for Pace Petroleum, motion to table by Commissioner Moe, second by Commissioner Irvine, all voted aye.

Adjourn.

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

1036

#13

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

1037

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENTITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	2,176,408.23		46.14	2,176,454.37		6.12	2,176,448.25	796.86	16,410,955.92
DELINQUENT	38,203.86		11,063.46	49,267.32			49,267.32	9,511.85	%
TOTAL	2,214,612.09	-	11,109.60	2,225,721.69	-	6.12	2,225,715.57	10,308.71	13.26%
NAVARRO COLLEGE									LEVY
CURRENT	423,619.25		3.11	423,622.36		1.16	423,621.20		3,192,388.48
DELINQUENT	7,999.18	-	2,417.94	10,417.12			10,417.12	1,963.37	%
TOTAL	431,618.43	-	2,421.05	434,039.48	-	1.16	434,038.32	1,963.37	13.27%
CITY OF RICE									LEVY
CURRENT	14,594.67	-		14,594.67	72.96		14,521.71		133,058.53
DELINQUENT	302.28		125.10	427.38	32.78		394.60	100.62	%
TOTAL	14,896.95	-	125.10	15,022.05	105.74	0	14,916.31	100.62	10.97%
CITY OF KERENS									LEVY
CURRENT	40,886.83	1,024.68		39,862.15			39,862.15		247,342.75
DELINQUENT	625.60	-	228.18	853.78			853.78	170.74	%
TOTAL	41,512.43	1,024.68	228.18	40,715.93	-	0	40,715.93	170.74	16.53%
CITY OF CORSICANA									LEVY
CURRENT	1,118,957.50	-	16.36	1,118,973.86		2.92	1,118,970.94		7,662,316.49
DELINQUENT	15,993.08	-	4,814.39	20,807.47			20,807.47	4,075.17	%
TOTAL	1,134,950.58	-	4,830.75	1,139,781.33	-	2.92	1,139,778.41	4,075.17	14.60%

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

1038

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	REVISION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	3,776.95			3,776.95			3,776.95		16,437.24
DELINQUENT	34.03		9.43	43.46			43.46	8.69	%
TOTAL	3,810.98	-	9.43	3,820.41	-	0	3,820.41	8.69	22.98%
CITY OF EMHOUSE									LEVY
CURRENT	1,242.28	-		1,242.28			1,242.28		8,472.02
DELINQUENT	14.60		3.21	17.81			17.81	3.56	%
TOTAL	1,256.88	-	3.21	1,260.09	-	0	1,260.09	3.56	14.66%
CITY OF RICHLAND									LEVY
CURRENT	1,766.05	-		1,766.05			1,766.05		16,363.97
DELINQUENT	80.23		19.19	99.42			99.42	19.76	%
TOTAL	1,846.28	-	19.19	1,865.47	-	0	1,865.47	19.76	10.79%
CITY OF GOODLOW									LEVY
CURRENT	202.26	-		202.26	1.02		201.24		2,977.76
DELINQUENT	23.92		14.50	38.42	3.75		34.67	7.69	%
TOTAL	226.18	-	14.50	240.68	4.77	0	235.91	7.69	6.79%
CITY OF FROST									LEVY
CURRENT	16,646.79	431.29		16,215.50	81.07		16,134.43		77,267.60
DELINQUENT	28.05		8.16	36.21	2.18		34.03	7.23	%
TOTAL	16,674.84	431.29	8.16	16,251.71	83.25	0	16,168.46	7.23	21.54%
CITY OF DAWSON									LEVY
CURRENT	8,438.13			8,438.13			8,438.13		72,429.25
DELINQUENT	533.01		231.11	764.12			764.12	152.81	%
TOTAL	8,971.14	-	231.11	9,202.25	-	0	9,202.25	152.81	11.65%

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

1039

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	REMOVAL PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	16,829.44			16,829.44			16,829.44		99,560.25
DELINQUENT	155.59		50.14	205.73			205.73	41.15	%
TOTAL	16,985.03	-	50.14	17,035.17	-	0.00	17,035.17	41.15	16.90%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	16,372.61	-		16,372.61	81.86		16,290.75		119,607.31
DELINQUENT	232.19	-	58.96	291.15	15.87	0.19	275.09	51.12	%
TOTAL	16,604.80	-	58.96	16,663.76	97.73	0.19	16,565.84	51.12	13.69%
BLOOMING GROVE ISD									LEVY
CURRENT	201,499.61			201,499.61			201,499.61		1,419,328.62
DELINQUENT	4,682.83		1,350.40	6,033.23			6,033.23	1,240.53	%
TOTAL	206,182.44	-	1,350.40	207,532.84	-	0	207,532.84	1,240.53	14.20%
DAWSON ISD									LEVY
CURRENT	116,545.11			116,545.11			116,545.11		1,292,787.05
DELINQUENT	4,838.76		1,401.31	6,240.07			6,240.07	1,175.39	%
TOTAL	121,383.87	-	1,401.31	122,785.18	-	0	122,785.18	1,175.39	9.02%
RICE ISD									LEVY
CURRENT	148,316.32			148,316.32			148,316.32		1,515,810.54
DELINQUENT	3,681.69		1,038.44	4,720.13			4,720.13	896.56	%
TOTAL	151,998.01	-	1,038.44	153,036.45	-	0	153,036.45	896.56	9.78%
CORSICANA ISD									LEVY
CURRENT	2,453,131.71		33.48	2,453,165.19		4.19	2,453,161.00		17,383,846.35
DELINQUENT	46,276.18		13,803.66	60,079.84			60,079.84	11,982.99	%
TOTAL	2,499,407.89	-	13,837.14	2,513,245.03	-	4.19	2,513,240.84	11,982.99	14.15%
GRAND TOTAL	6,882,938.82	1,455.97	36,736.67	6,918,219.52	291.49	14.58	4,416,655.60	32,206.09	

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

1090

MEMO:

TOTAL COLLECTED	<u>6,957,213.72</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>400.00</u>
HOT CK FEES	<u> </u>

COUNTY	<u>21.88%</u>
COLLEGE	<u>22.21%</u>
RICE	<u>24.83%</u>
KERENS	<u>39.15%</u>
CORSICANA	<u>22.31%</u>
BARRY	<u>39.09%</u>
EMHOUSE	<u>21.89%</u>
RICHLAND	<u>15.97%</u>

GOODLOW	<u>25.39%</u>
FROST	<u>41.71%</u>
CITY-DAWSON	<u>24.70%</u>
CITY-BL GROVE	<u>33.97%</u>
NC ESD #1	<u>26.03%</u>
B G ISD	<u>25.43%</u>
DAWSON ISD	<u>16.66%</u>
RICE ISD	<u>17.29%</u>
CORSICANA ISD	<u>21.69%</u>

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

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENTION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	1,775,782.32	43.11	1,775,825.43	4.99	1,775,820.44	796.86
ROAD & BRIDGE	369,513.93	2.79	369,516.72	1.06	369,515.66	
FLOOD CONTROL	31,111.98	0.24	31,112.22	0.07	31,112.15	
TOTAL	2,176,408.23	46.14	2,176,454.37	6.12	2,176,448.25	796.86
DELINQUENT TAXES						
COUNTY	30,791.35	8,895.70	39,687.05		39,687.05	7,664.78
STATE	-	-	-	-	-	-
ROAD & BRIDGE	6,805.68	1,989.54	8,795.22		8,795.22	1,696.43
FLOOD CONTROL	606.83	178.22	785.05		785.05	150.64
TOTAL	38,203.86	11,063.46	49,267.32	-	49,267.32	9,511.85
TOTAL ALLOCATION						
COUNTY	1,806,573.67	8,938.81	1,815,512.48	4.99	1,815,507.49	8,461.64
STATE		-		-		-
ROAD & BRIDGE	376,319.61	1,992.33	378,311.94	1.06	378,310.88	1,696.43
FLOOD CONTROL	31,718.81	178.46	31,897.27	0.07	31,897.20	150.64
TOTAL	2,214,612.09	11,109.60	2,225,721.69	6.12	2,225,715.57	10,308.71

1041

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

14

1042

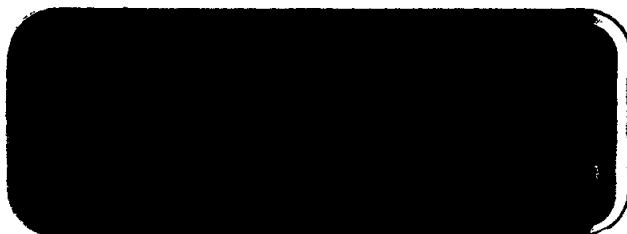
Your Independent America First Insurance Agent:

**EDWARD M POLK ASSOCIATES INC
PO BOX 710
CORSICANA, TX 75151**

(903) 874-5671

**NAVARRO COUNTY TREASURER'S
OFFICE
300 W 3RD AVE
CORSICANA, TX 75110**

**Your
COMMERCIAL INSURANCE POLICY**



AMERICAN STATES INSURANCE COMPANY

**A Stock Company
Safeco Plaza
Seattle, WA 98185-0001**



AMERICAN STATES INSURANCE COMPANY

**SEATTLE, WASHINGTON
COMMERCIAL INSURANCE POLICY**

NAMED INSURED AND MAILING ADDRESS
NAVARRO COUNTY TREASURER'S OFFICE
300 W 3RD AVE
CORSICANA, TX 75110

DECLARATIONS		
POLICY NUMBER	01-FI-021070-1	
RENEWAL OF	NEW	12-11

SEE NAMED INSURED EXTENSION

POLICY PERIOD FROM 12-01-11 TO 10-01-12 12:01 AM
STANDARD TIME AT LOCATION SHOWN ABOVE.

AGENT NAME AND ADDRESS
EDWARD M POLK ASSOCIATES INC
PO BOX 710
CORSICANA, TX 75151
4264513 (903) 874-5671

THE TOTAL PREMIUM DUE FOR THE POLICY TERM IS: \$100.00

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANIES INDICATED ON THE SPECIFIC COVERAGE PART DECLARATIONS AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL CRIME COVERAGE PART	\$	100.00
		<hr/>
		100.00

COUNTERSIGNATURE

12/1/11
(DATE)

BY *Edward M Polk*

(AUTHORIZED REPRESENTATIVE)

**NAMED INSURED EXTENSION
AMERICAN STATES INSURANCE COMPANY
SEATTLE, WASHINGTON**

POLICY NUMBER: 01-FI-021070-1

The following is a complete list of the named insureds:

**NAVARRO COUNTY TREASURER'S
OFFICE**

584



9-CC(0207)

COMPANY USE ONLY

ADDLNAMINS089461

Safeco and the Safeco logo are registered trademarks of Safeco Corporation

NORTHEAST

25 (TERALL) PREPARED 11-23-11

1045

AMERICAN STATES INSURANCE COMPANY

SEATTLE, WASHINGTON

PREMISES ADDRESSES

PAGE PR 1

NAMED INSURED: NAVARRO COUNTY TREASURER 'S

POLICY NUMBER: 01-FI-021070-1

**PREMISES 1
300 W 3RD AVE
CORNICANA, TX 75110**

555



9-CC(PR) (0207) NORTHEAST

(TERALL)

PREPARED 11-23-11

COMMERCIAL CRIME COVERAGE PART DECLARATIONS

PAGE CR 1

NAMED INSURED: NAVARRO COUNTY TREASURER'S

POLICY NUMBER: 01-FI-021070-1

NAME OF OBLIGEE:

NAVARRO COUNTY TRESURER'S
OFFICE
300 W 3RD AVE
CORNICANA, TX 75110

COVERAGE FORM	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
CRIME COVERAGE FORM P	\$ 7,000	---	\$ 93.00

PREMIUM ADJUSTMENTS:

	INCLUDED
TERRORISM	
TO MEET POLICY MINIMUM	\$ 7.00
COMMERCIAL CRIME TOTAL	\$ 100.00

9-CC (CR) (0207) NORTHEAST

(TERAL)

PREPARED 11-23-11

CMD40 SEQ.0001



1047

AMERICAN STATES INSURANCE COMPANY

SEATTLE, WASHINGTON

POLICY FORMS

PAGE PF 1-LAST

NAMED INSURED: NAVARRO COUNTY TREASURER'S

POLICY NUMBER: 01-FI-021070-1

THE FOLLOWING FORMS APPLY TO THIS POLICY:

COMMERCIAL CRIME

- CRO017(1090) - PUBLIC EMPLOYEE DISHONESTY COV**
- CR0111(0387) - TEXAS CHANGES**
- CR1000(0695) - CRIME GENERAL PROVISIONS**
- IL0017(1198) - COMMON POLICY CONDITIONS**
- IL0952(0308) - CERT ACTS OF TERRORISM - CAP ON LOSSES**
- 9-5840(1298) - EXCL OF CERTAIN COMPUTER RELATED LOSSES**

557



9-CC(PF) (0207) NORTHEAST

(TERALL)

PREPARED 11-23-11

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM

A. COVERAGE

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "securities", and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS: In addition to the provisions in the Crime General Provisions Form, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:

- a. **Employee Cancelled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
- b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
- c. **Bonded Employee:** loss caused by any "employee" required by law to be individually bonded.
- d. **Treasurer or Tax Collector:** loss caused by a treasurer or tax collector by whatever name known.
- e. **Damages:** damages for which you are legally liable as a result of:
 - (1) the deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) the tortuous conduct of an "employee", except conversion of property of other parties held by you in any capacity.

2. Additional Conditions:

- a. **Cancellation As To Any Employee:**

This insurance is cancelled as to any "employee":

 - (1) Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees, of any dishonest act committed by that "employee" whether before or after becoming employed by you.
 - (2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.

c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.

3. **Additional Definitions:**

a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts

committed by an "employee", whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

(1) Cause you to sustain loss; and also

(2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:

(a) The "employee"; or

(b) Any person or organization intended by the "employee" to receive that benefit.

b. **"Occurrence"** means all loss up to the Limit of Liability caused by each "employee", whether the result of a single act or series of acts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE PART

The following is added to the Valuation/Settlement provisions of this policy:

In the event arbitration is utilized, each party will select a competent and impartial arbitrator. The two arbitrators will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The arbitrators will state separately the value of the property and amount of loss. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen arbitrator; and
2. Bear the other expenses of the arbitration and umpire equally.

If we submit to an arbitration, we will still retain our right to deny the claim.



CRIME GENERAL PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this insurance.
2. **Consolidation-Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
 - a. Any additional persons become "employees"; or
 - b. You acquire the use and control of any additional "premises";any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:
 - a. Give us written notice within 30 days thereafter; and
 - b. Pay us an additional premium.

3. **Coverage Extensions:** Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.
4. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
5. **Duties In the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.
 - d. Cooperate with us in the investigation and settlement of any claim.
6. **Joint Insured**
 - a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
 - b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
 - c. An "employee" of any Insured is considered to be an "employee" of every Insured.
 - d. If this insurance or any of its coverages is canceled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
 - a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
8. **Liberalization:** If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this insurance.
9. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
 - a. The actual amount of loss; or
 - b. The sum of the Limits of Insurance applicable to those coverages.
10. **Loss Sustained During Prior Insurance**
 - a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or any predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
 - b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.
11. **Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:
 - a. Partly by this insurance; and

- b. Partly by any prior canceled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

12. Non-Cumulation of Limit of Insurance: Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

13. Other Insurance: This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

14. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

15. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

16. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

17. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- (1) To you, until you are reimbursed for any loss that you sustain that

exceeds the Limit of Insurance and the Deductible Amount, if any;

- (2) Then to us, until we are reimbursed for the settlement made;

- (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

- (2) Of original "securities" after duplicates of them have been issued.

18. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

19. Transfer of Your Rights of Recovery Against Others to Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

20. Valuation-Settlement

a. Subject to the applicable Limit of Insurance provision we will pay for:

- (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or

- (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

- (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

I. Value of the "securities" at the close of business on the day the loss was discovered; or

II. Limit of Insurance.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

(a) Actual cash value of the property on the day the loss was discovered;

(b) Cost of repairing the property or "premises"; or

(c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

(1) In the "money" of the country in which the loss occurred; or

(2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

a. Any natural person:

(1) While in your service (and for 30 days after termination of service); and

(2) Whom you compensate directly by salary, wages or commissions; and

(3) Whom you have the right to direct and control while performing services for you; or

b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

(1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.

4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

COMMON POLICY CONDITIONS

All coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time

during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

582X

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CAP ON LOSSES FROM CERTIFIED ACTS OF
TERRORISM**

This endorsement modifies insurance provided under the following:

**BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY**

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTAIN
COMPUTER-RELATED LOSSES
TEXAS**

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- STANDARD PROPERTY POLICY

A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

- 1. The failure, malfunction or inadequacy of:**
 - a. Any of the following, whether belonging to any insured or to others:**
 - (1) Computer hardware, including microprocessors;**
 - (2) Computer application software;**
 - (3) Computer operating systems and related software;**
 - (4) Computer networks;**
 - (5) Microprocessors (computer chips) not part of any computer system; or**
 - (6) Any other computerized or electronic equipment or components; or**
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;**

resulting from the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph A. of this endorsement results in a Covered Cause of Loss under the Boiler And Machinery Coverage Part, the Commercial Crime Coverage Part, the Commercial Inland Marine Coverage Part, the Commercial Property Coverage Part, or the Standard Property Policy, we will pay only for the loss ("loss") or damage caused by such Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

RESOLUTION OF THE NAVARRO COUNTY COMMISSIONERS COURT

WHEREAS Lucian K. Truscott, Jr. was born at Chatfield in the northeast corner of Navarro County on January 9, 1895 to Dr. Lucian K. Truscott and wife, Maria Tully Truscott, and

WHEREAS he spent his early, formative years in this rural community of farmers and stockraisers, and

WHEREAS with horses an everyday part of life, young Lucian learned to ride, a skill that would lead to his entry into the U.S. Cavalry and allow him to excel in that branch of service, and

WHEREAS he learned important lessons about life in this close knit community when he saw his parents make a place in their home for a young African-American man, Will Coleman, who worked for them, and

WHEREAS such lesson taught young Lucian the importance of learning and hard work as his school teacher mother and physician father encouraged Coleman in his studies, and

WHEREAS he also overcame adversity when as a toddler at Chatfield he accidentally drank carbolic acid, giving him his distinctive "rock-crusher voice" that provided "his orders an awesome ferocity," and

WHEREAS young Lucian was instilled with the great virtues and values of rural society at Chatfield before the Truscott family moved to Oklahoma, and

WHEREAS he entered the U.S. Army in World War I becoming a cavalry officer and then remained in the army between the World Wars rising to the rank of Lieutenant Colonel, and

WHEREAS America's entry into World War II gave Truscott the opportunity to show that he was a "natural soldier," and

WHEREAS he demonstrated his ability over and over again, as he developed the U.S. Army Rangers on the pattern of the British Commandos, commanded the 3rd Infantry Division in North Africa and Italy, and later was commanding general of two different U.S. Armies (5th and 3rd) in the European Theater of Operations, and

WHEREAS he developed unparalleled expertise in amphibious warfare that served the Allies time and time again, and

WHEREAS his service to the United States continued during the Cold War when he was tapped by the Central Intelligence Agency (CIA) to coordinate the collection of intelligence on the

Soviet Union then being obtained by a number of different Allied intelligence agencies in Europe, and

WHEREAS his accomplishments are all the more remarkable when it is realized that not only did Gen. Truscott never attend West Point; he was neither a college nor even a high school graduate, although he was an inveterate reader who never stopped learning.

BE IT RESOLVED, that the Commissioners Court of Navarro County, Texas proudly recognizes General Lucian K. Truscott, Jr. as a native son of Chatfield and Navarro County, Texas, and

BE IT FURTHER RESOLVED that the said Commissioners Court acknowledges that the State of Texas through the Texas Historical Commission recognizes Gen. Truscott's roles in the victories over Fascism in World War II and Communism in the Cold War with an Official Texas Historical Marker to be dedicated at Chatfield on January 8, 2012, the day preceding the 117th anniversary of his birth, and

BE IT FURTHER RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF NAVARRO COUNTY, TEXAS THAT Gen. Truscott is honored by proclaiming January 6 - 9, 2012 "Lucian Truscott Days" in Navarro County, Texas.

EXECUTED THIS THE 12 **DAY OF DECEMBER, 2011.**

NAVARRO COUNTY, TEXAS


COUNTY JUDGE

ATTEST:


NAVARRO COUNTY CLERK



#6

1061

ORDER NO. 2011-1212

AN ORDER OF Navarro COUNTY TO TAX TANGIBLE PERSONAL PROPERTY IN TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS TAX CODE, SECTION 11.253

WHEREAS, the 82nd Texas Legislature in Special Session, enacted Senate Bill 1, to take effect on September 1, 2011, which would require a taxing unit to take action, in the required manner, after October 1, 2011, to provide for the taxation of goods-in-transit; and

WHEREAS, Tex. Tax Code §11.253(j-1) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

WHEREAS, the COMMISSIONERS COURT [name of governing body] of the Navarro County [name of taxing unit], having conducted a public hearing as required by Section 1-n (d), Article VIII, Texas Constitution, and Tex. Tax Code §11.253(j-1) is of the opinion that it is in the best interests of the County to continue to tax such goods-in-transit;

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT FOR Navarro COUNTY THAT: The goods-in-transit, as defined Texas Tax Code Section 11.253(a)(2), as amended by Senate Bill 1, enacted by the 82th Texas Legislature in Special Session, shall remain subject to taxation by Navarro County, Texas.

Dated this 12 day of December, 2011.

[Signature]
County Judge

Attested:

[Signature]



1061 A

INSURORS INDEMNITY

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

PUBLIC OFFICIAL BOND

THE STATE OF TEXAS

Bond Number CMB-10579-00

COUNTY OF Navarro

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Amanda Doan Putman, as Principal, and INSURORS INDEMNITY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Navarro County Treasurer, his/her successors in office in the sum of Ten Thousand Dollars (\$ 10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 28th day of November, 2011

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounded Principal was on the 28th day of, November, 2011 duly Appointed to the office of County Judge for a term of 2 year(s) beginning the 28th day of November, 2011 and ending the 31st day of December, 2012 in and for Navarro County Treasurer in the State of Texas.

NOW, THEREFORE, if the said principal shall faithfully perform and discharge all the duties required of him/her by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.



Amanda Doan Putman

By: _____

INSURORS INDEMNITY COMPANY

By: Mardee Null
Mardee Null, Attorney-in-Fact

Countersigned

By: [Signature]

OATH OF OFFICE

"I Amanda Doan Putman, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Court at Law Judge of this State, 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 for the getting or withholding a vote at the election at which I was elected. So help me God."
Sworn to and subscribed before me, at _____ this 28 day of Nov. A.D. 11

(Seal)

Amanda Doan Putman, Principal
Sherry Dowd, Notary Public
County Clerk

AT 10:00 a.m.

NOV 28 2011

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

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CMB-10579-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Maridee Null of the City of Corsicana, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Thomas G. Chase, Jr.
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sherri Whitehouse
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 28th day of November, 2011.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.



December 2, 2011

FIVE STAR Correctional Services
Setting the Standard in Institutional Food Service

Kathy B. Hollomon
Navarro County Auditor's Office
300 West Third Avenue, Suite 10
Corsicana, Texas 75110

Re: RFP 2012-7-007

Dear Ms. Holloman:

Thank you for the opportunity to present Five Star Correctional Services, Inc. and our Piggyback program to Navarro County. Five Star Correctional Services, Inc. meets or exceeds all of the minimum standards listed in the RFP. While we have included all the information required in the RFP we have also included supplemental information on our company.

Five Star Correctional Services, Inc. is presenting two separate options from which Navarro County can choose:

Option 1 - 2,500 Calories - Cost Per Meal \$ 0.85
Total Daily Cost of Meals Per Inmate \$ 2.55

Option 2 - 2,800 Calories - Cost Per Meal \$ 0.90
Total Daily Cost of Meals Per Inmate \$ 2.70

Both options include:

- The service agreement will specify that 100% of all food needed to prepare meals using the certified menu, recipes, cooking/serving methods, and utensils supplied by Five Star Correctional Services, Inc. This price includes paper and cleaning products.
- Certified four-week rotational menus certified by our dietitian and reviewed and approved annually. Both menus supply at least 2,500 calories and are attached to this letter.
- Meals will be provided to both Inmates and on duty Detention Officers alike for the same price per meal.
- Complete Coffee Service for the Sheriff's Administration Office at no extra charge.
- Regional managers who will make a minimum of one visit per month and are available to the facility as needed.
- Kitchen Consulting Services provided by our seasoned staff. This service is included in our Inmate meal price.
- Our Piggyback references are attached to this letter.

In the event that we can provide any additional information please do not hesitate to call.

Respectfully,

Bob Austin, CEO



NAVARRO COUNTY AUDITOR'S OFFICE

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672

E-mail: khollomon@navarrocourt.gov

Terri Gillen, First Assistant
Junebe Beard, Internal Auditor
Jeannie Keeney, Assistant
Julie Jennings, Assistant
Natalie Robinson, Assistant
Gloria Turner, Assistant

Kathy B. Hollomon, CPA
County Auditor

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

**NAVARRO COUNTY, TEXAS
REQUEST FOR PROPOSALS NO. 2012-J-007
FOOD SERVICES VENDOR**

SECTION I GENERAL INSTRUCTIONS AND INFORMATION

1.01 THE PURPOSE OF THIS DOCUMENT IS TO contract for FOOD SERVICES FOR THE NAVARRO COUNTY JAIL for a nine month period with an option to renew annually for one year term for a total of up to 5 years at the discretion of the Navarro County Sheriff and Commissioners Court. It is Navarro County's intent to obtain proposals from and the services of a qualified food vendor with experience meeting the bid specifications included in this RFP.

1.02 CONTACT: Offerors are cautioned that any oral statement by any representative of the County, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the offeror.

Requests for information regarding matters related to this RFP should be directed to:

Sheriff Les Cotton or Chief Deputy Mike Cox
Navarro County Sheriff's Office
312 W. Second Ave, Corsicana, TX 75110
Telephone - (903)654-3002

1.03 SUBMISSION: Sealed proposals shall be received on December 2, 2011, no later than 2:00 p.m.
MARK ENVELOPE: RFP NO. 2011-J-007 - JAIL FOOD SERVICES

RETURN PROPOSALS TO: Navarro County Auditor's Office
300 West Third Ave., Ste. 10
Corsicana, TX 75110

Proposals must be submitted as instructed in this packet. Two (2) copies of your proposal shall be placed in a sealed envelope, with each appropriate page manually signed by a person having the authority to bind the firm in a contract. The proposal number and title must be clearly marked on the outside of the envelope. No elaborate binding or binders, please. Facsimile transmittal shall not be accepted.

SECTION II MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS

2.01 MINIMUM REQUIREMENTS: A prospective offerer must be able to meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award;
6. Provide a list of references where like items have been supplied by Offerer, and the name of each reference, address, telephone number, and name of representative shall be included.

Navarro County may request information sufficient to determine Offerer's ability to meet these minimum standards listed above.

2.02 OFFERER SHALL PROVIDE with the proposal all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of bid.

2.03 OFFERER AGREES TO defend, indemnify, and hold harmless Navarro County and all its officers, agents and employees from all suits, actions, or other claims, of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property due to any negligent act or fault of the successful bidder or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment, with cost, which may be obtained against Navarro County growing out of such injury or damages.

2.04 RENEWAL OF CONTRACT: After first term of nine months, contract will continue at the same pricing per meal, unless notice of price increase is received by the Navarro County Auditor's Office by July 31 of the existing term.

2.05 TERMINATION OF CONTRACT: This contract shall remain in effect until contract term expires or until completion by delivery and acceptance of item(s) ordered, or until termination by either party with a thirty (30) day written notice prior to any agreed cancellation. The Contractor must state therein the reasons for such cancellation. In the event said contract is canceled as stated, Navarro County reserves the right to award the contract to the next lowest bidder as it deems to be in the best interest of the County. The contract will automatically renew unless terminated by either party with a thirty (30) day written notice.

2.06 TERMINATION FOR DEFAULT: Navarro County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Navarro County reserves the right to terminate the contract immediately in the event the successful bidder:

1. Fails to meet delivery or completion schedules, or
2. Otherwise fails to perform in accordance with these specifications.

1.04 NO OFFER: If offeror does not wish to submit a proposal at this time but desires to remain on the list for this service, please submit a "NO OFFER" by the same time and at the same location as stated above.

Navarro County is always conscious and extremely appreciative of the time and effort you must expend to submit an offer. We would appreciate your indicating on any "NO OFFER" response any requirements of this RFP, which may have influenced your decision to "NO OFFER".

1.05 ACCEPTANCE/REJECTION OF PROPOSALS: It is understood that the Navarro County Commissioners Court reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the County. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest proposal. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in this request for proposals.

1.06 LATE PROPOSALS: Proposals cannot be altered or amended after submission deadline. Proposals received in the County Auditor's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Navarro County is not responsible for lateness of mail, carrier, etc., and time/date stamped by Auditor's Office shall be the official time of receipt.

1.07 ALTERATION OF PROPOSALS: Any interlineations, alteration, or erasure made before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity.

1.08 WITHDRAWAL OF PROPOSALS: A proposal may not be withdrawn or cancelled by the offeror for a period of sixty (60) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.

1.09 ACKNOWLEDGEMENT OF PROPOSALS: Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offeror and kept secret during the negotiation/evaluation process. All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

1.10 PROPOSAL PRICING: Proposals must be firm specific, stating exact dollar amount. No escalating bids. The method of payment will be from current operating funds. Each bidder shall use unit pricing.

1.11 CONFLICTS OF INTEREST: Offers must be accompanied by a Conflict of Interest Questionnaire (Form CIQ) as described in Local Government Code, Chapter 171.002. Form CIQ is attached to this RFP as Exhibit A.

SECTION III INSTRUCTIONS and TERMS OF CONTRACT

3.01 SALES TAX: Navarro County is, by state law, exempt from State Sales Tax and Federal Excise Tax, therefore, the bid price shall not include taxes.

3.02 CONTRACT AWARD: Navarro County reserves the right to award contracts to one or more vendors as it deems to be in the best interest of the county.

3.03 CONTRACT: This proposal, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful offerer and Navarro County. Except by agreement, no different or additional term will become part of this contract with the exception of a Change Order.

3.04 CHANGE ORDER: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by Navarro County.

3.05 DELIVERY: All delivery and freight charges (FOB Navarro County designated location) are to be included in the bid price.

3.06 DELIVERY TIME: Proposals shall show number of days required to deliver offered items(s) at the County's designated location. Failure to state delivery time may cause offer to be rejected. Successful offerer must keep Navarro County advised at all times of the status of the order.

3.07 EXCEPTIONS/SUBSTITUTIONS: All timely filed offers meeting the intent of this Request for Proposal will be considered for award. Offerers taking exception to the specifications, or offering substitutions shall state the exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners' Court reserves the right to accept or not accept any part or all of the exception(s), and/or substitution(s), as deemed by the Commissioners' Court to be in the best interest of the county.

3.08 NEW & UNUSED CONDITION: All contract items must be new and unused, unless otherwise clearly specified in writing, in first class condition, and of current manufacture. All equipment shall be furnished ready to use. All items not specifically mentioned, that are required for a complete unit, shall be furnished. Any items appearing in manufacturer's published specifications and not specifically listed herein are to be included with the bid. Any additions, deletions, or variations from the manufacturer's published specifications must be outlined in a letter attached to the Information to Offerers.

SECTION IV SPECIFICATIONS FOR FOOD SERVICE VENDOR FOR NAVARRO COUNTY JAIL

Vendor shall furnish all products and supplies in accordance with specifications as well as comply with the daily food cost and nutritional needs for the general population of the jail as follows:

- 4.01 The service agreement will specify that the Navarro County Sheriff's Office will purchase 100% of all food and supplies from the vendor including paper and cleaning products.
- 4.02 The Contractor must provide a four-week certified dietitian approved rotational menu with a minimum 2,500 calories ADA, as well as approved substitutions. This menu will be reviewed and approved annually.
- 4.03 Meals will be provided to both inmates and on duty detention officers. There are currently 190 to 250 inmates and on duty detention officers served at each meal.
- 4.04 The Contractor shall also provide complete coffee service for the Sheriff's Administration office at no extra charge.
- 4.05 The Contractor shall provide regional management who will make a minimum of one visit per month to the facility or as needed.
- 4.06 The Contractor shall provide all initial and ongoing training to both inmates and staff. Inmate training will include menu preparation, proper portioning, sanitation and personal cleanliness in a food preparation area. Staff training shall include menu preparation, proper portion control, inventory reports, grocery ordering, daily meal count sheets, food cost control and invoice reports.
- 4.07 The Contractor shall have the knowledge and expertise of "Kitchen Consulting Services". Should Navarro County decide to expand or renovate, the contractor will provide affordable equipment pricing and plans for a renovated or new kitchen facility. This service shall be included in the inmate meal price.
- 4.08 The Contractor shall provide a minimum of two references from facilities that they currently service.

Five Star Correctional Services, Inc. is presenting two separate options from which Navarro County can choose:

SECTION V OFFER

Total Daily Cost of Meals per Inmate: _____

Period of Contract: January 1, 2012 to September 30, 2012

Option 1 - 2,500 Calories - Total Daily Cost of Meals Per Inmate \$ 2.55

Offerer Five Star Correctional Services, Inc.

Company Name

4928 Beeman Ave, Dallas, Texas 75223

Address

Signature

Title

Phone: 214-821-9000

Fax: 214-821-8310

Option 2 - 2,800 Calories - Total Daily Cost of Meals Per Inmate \$ 2.70

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Robert W. Austin

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No


B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

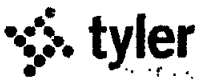
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 
Signature of person doing business with the governmental entity

11-29-11
Date



Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Navarro County, Texas (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and
WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.
NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:
A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

Table with 4 columns: DESCRIPTION OF SERVICES, HOURS, RATE/HR., T&M AMOUNT. Rows include Configuration Services, Estimated Travel Expenses, and a TOTAL CONTRACT AMOUNT of \$4,140.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.
By: [Signature]
Name: Bret Dixon
Title: COO
Date: 12/21/11

CLIENT
By: [Signature]
Name: H. M. Davenport
Title: County Judge
Date: 12/12/11

1070

**Professional Services Agreement
Terms and Conditions**

1. **Services.** Tyler shall perform the services set forth in Schedule 1.
2. **Compensation.** Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days.
3. **Termination.** The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.
4. **Confidentiality.** All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.
5. **Warranty.** Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.
6. **Limitation of Liability.**

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.
7. **Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.
8. **Insurance.** Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
 - a) Commercial general liability of at least \$1,000,000;
 - b) Automobile liability of at least \$1,000,000;
 - c) Professional liability of at least \$1,000,000; and
 - d) Workers compensation complying with statutory requirements.

9. **Miscellaneous.**
 - (a) **Tax Exempt Status.** Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.
 - (b) **Assignment.** Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
 - (c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - (d) **Entire Agreement.** This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.
 - (e) **Amendment.** This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.
 - (f) **Relationship of Parties.** The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.
 - (g) **Governing Law.** Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.
 - (h) **No Third Party Beneficiaries.** Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.
 - (i) **Equitable Relief.** Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.
 - (j) **Survival.** The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

429

1071

Lease Agreement



Customer: NAVARRO, COUNTY OF

Bill To: COUNTY OF NAVARRO
NTHIDTA
STE 100
8404 ESTERS BLVD
IRVING, TX 75063-2294

Install: COUNTY OF NAVARRO
NTHIDTA
STE 100
8404 ESTERS BLVD
IRVING, TX 75063-2294

State or Local Government Negotiated Contract : 072535000

RECEIVED

DEC 07 2011

NAVARRO COUNTY
AUDITOR'S OFFICE

1. W5150T (W5150 COPIER W/HCTT) - Office Finisher	Lease Term: 60 months Purchase Option: FMV	- Xerox CC238 S/N URT950883 Trade-In as of Payment 75	12/19/2011
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1. W5150T	\$191.75	1: Meter 1	1 - 6,200 6,201+	Included \$0.0070	- Consumable Supplies Included for all prints - Meters Reconciled Quarterly - Pricing Fixed for Term
Total	\$191.75	Minimum Payments (Excluding Applicable Taxes)			

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Shauna Swenholt (469)586-7686		
Signer: HM Davenport	Phone: (972)915-9502	For information on your Xerox Account, go to www.xerox.com/AccountManagement		
Signature:	Date: 12-12-11			



Terms and Conditions

INTRODUCTION:

1. **NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. **REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. **FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and

unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. **FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

Current: Xerox CC238 (SN URT950883)

- 38 PPM
- B/W Copy
- Office Finisher (Internal Stapler)
- Avg. Volume: 6,005 a month
- \$197.99 a month

Proposed: Xerox W5150

- 50PPM
- B/W Copy
- Office Finisher (Internal Stapler)
- Includes 6,200 Volume Allowance a month, 18,600 Volume Allowance a Quarter (Rollover if not used), Total Excess Meter (If go over included volume): \$.0088
- 2 Paper Trays Common Criteria Certified/Centerware
- Image Over Write
- Job Accounting
- All supplies included (including Staples, excluding Paper)
- All Maintenance included
- Xerox Pays Property Tax
- Delivery and Installation, Xerox will pick up your old equipment (no charge)
- Total Satisfaction Guarantee

- **Total Monthly Cost: \$191.75 a month**

1074



Lease Agreement

Customer: NAVARRO, COUNTY OF

BillTo: COUNTY OF NAVARRO
NTHIDTA
STE 100
8404 ESTERS BLVD
IRVING, TX 75063-2294

Install: COUNTY OF NAVARRO
NTHIDTA
STE 100
8404 ESTERS BLVD
IRVING, TX 75063-2294

State or Local Government Negotiated Contract : 072535000

1. 5775PT (WCS775 PRINTER/4TRAY) - 4k Sht High Cap Feed - Color Scanning Kit - Conv.stapler (50 Sh) - Office Finisher - Scan - Pc Dtop Pro25 - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WCP65 S/N MRN025962 Trade-In as of Payment 71	11/28/2011
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1. 5775PT	\$435.29	1: Meter 1	1 - 8,300 8,301+	Included \$0.0064	- Consumable Supplies Included for all prints - Meters Reconciled Quarterly - Pricing Fixed for Term
Total	\$435.29	Minimum Payments (Excluding Applicable Taxes)			

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Signer: H.M. Davenport Signature:	Phone: (972)915-9502 Date: 12-12-11		



Lease Agreement

Terms and Conditions

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