

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Monday, the 13th day of August, 2012 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:09 a.m. Motion to convene by Comm. Herrington sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Commissioner Herrington
3. Pledge of Allegiance
4. Public Comments- Stephen Burrill spoke on item #17 Karen Nix item #17

**CONSENT AGENDA**

Motion to approve the consent agenda items 5-9 by Comm. Herrington Sec by Comm. Martin  
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of August 6, 2012 and August 8, 2012
6. Motion to approve and pay bills as submitted by the County Auditor including current bills and payroll (paid 7/31/2012 and to be paid 8/15/2012).
7. Motion to approve the minutes of the July 12<sup>th</sup>, 2012 Planning and Zoning meeting **TO WIT PG 646-647**
8. Motion to approve replat in SouthPoint lots #94 & 95 for James Jank
9. Motion to approve replat in Hidden Oaks Phase III lots #26 & 27 for Pat Frasier  
All voted aye motion carried

**REGULAR AGENDA**

10. No action taken on burn ban still in place

11. Motion to approve presentation of 2012 appraisal roll and certification of the collection rate by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 648-650**
12. Motion to approve presentation of ad valorem collection report for July 2012 by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 651-656**
13. Motion to order general election for November 6<sup>th</sup>, 2012 by Comm. Herrington sec by Comm. Martin  
All voted aye motion carried **TO WIT PG 657-658**
14. Motion to approve polling places for November 6<sup>th</sup>, 2012 general election by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 659-660**
15. Motion to approve Election Judges for November 6, 2012 General Election by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 661-663**
16. Motion to accept resignation of Brad Butler, Constable precinct #3, effective 8-9-2012 at 5:00 P.M. by Judge Davenport sec by Comm. Warren  
All voted aye motion carried **TO WIT PG 664**
17. Motion to approve special use permit to move a used manufactured home into the lakeshore for Mr. & Mrs. Cooper. Property is located at Mattie Caston Phase II lot #13 by Comm. Martin sec by Comm. Herrington  
All voted aye motion carried
18. Motion to approve special use permit to locate a storage shed on lot for Jeff Cobleigh. Property is located at Clearview Estates Lot #6 by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried
19. Motion to approve replat in Retreat Ranchettes Phase II lots #18,19A & 19B for Jimmy Prater and Winter Frost by Comm. Warren sec by Comm. Herrington  
All voted aye motion carried
20. Motion to approve a replat in The Hideout Phase I lot #13 for Kingsford Housing by Comm. Warren sec by Comm. Olsen  
All voted aye motion carried

21. Opening of bids and consideration of awarding contract for reconstruction of a portion of SECR 2240 Motion to postpone decision till this afternoon by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried  
Motion to award bid to Jet Underground Utilities, Inc. by Comm. Martin sec by Comm. Herrington **TO WIT PG 665-674**  
All voted aye motion carried
22. Motion to taken no action accepting road bond from Dallas Production Inc. for SECR 3150 by Comm. Martin sec by Comm. Herrington  
All voted aye motion carried
23. Motion to approve of purchase of a Caterpillar motor grader for precinct #1 through the Buy Board by Comm. Herrington sec by Comm. Olsen  
All voted aye motion carried
24. Motion to approve County Auditor's June 2012 monthly financial reports pursuant to LGC Sec. 114.024 (tabled 7/23/2012) by Comm. Martin sec by Comm. Olsen  
All voted aye motion carried **TO WIT PG 675-677**
25. Motion to approve North Texas HIDTA Order Form for Thomson Reuters by Judge Davenport sec by Comm. Herrington **TO WIT PG 678-685**  
All voted aye motion carried
26. Motion to approve proposing a 2012 combined tax rate of \$0.6270 per \$100 of taxable valuation to be voted on September 10, 2012 by Judge Davenport sec by Comm. Herrington Roll call vote:  
Judge Davenport-Aye Comm. Martin-Aye Comm. Warren-Aye Comm. Olsen-Aye and Comm. Herrington-Aye  
All vote aye motion carried
27. Motion to approve District Clerk's request for a cell phone allowance effective 10/1/2012 by Comm. Herrington sec Comm. Martin **TO WIT PG 686-687**  
All voted aye motion carried
28. Motion to approve raising Law Library fees to \$35.00 from \$25.00 in County Court per LGC 323.023 for Law Library Fund. Effective date will be January 1 st, 2013 By Comm. Herrington sec by Comm. Warren  
All voted aye motion carried

29. Motion to approve of selection of Salary Grievance Committee and drawing names of members of the public who will serve by Comm. Olsen sec by Comm. Warren **TO WIT PG 688-689**  
All voted aye motion carried

30. Motion to approve to go into Executive Session pursuant to the Texas Government Code Section 551.074 to discuss personnel by Comm. Herrington sec by Comm. Martin  
All voted aye motion carried

Motion to come out of Executive Session pursuant to the Texas Government Code Section 551.074 to discuss personnel by Comm. Herrington sec by Comm. Olsen  
All voted aye motion carried

Motion to recess until 9:00 A.M. Tuesday by Comm. Herrington sec by Comm. Olsen  
All voted aye motion carried

9:08 Motion to come out of recess by Comm. Herrington sec by Comm. Olsen  
All voted aye motion carried

31. No action taken in Executive Session pursuant to the Texas Government Code Section 551.075 to discuss personnel

32. Budget Workshop  
All employees making under \$28,000 per year will be brought up to the \$28,000 a year salary

33. Motion to adjourn by Comm. Martin sec by Comm. 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 AUGUST 13TH, 2012.

SIGNED 13TH DAY OF AUGUST 2012.

  
SHERRY DOWD, COUNTY CLERK





**NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT**

**Phil Seely - Director**  
**Becky Garrett - Addressing**  
**Stanley Young - Environmental Services**  
**Robert Gray - Code Enforcement**  
Phone: (903) 875-3310

[www.co.navarro.tx.us](http://www.co.navarro.tx.us)  
300 West Third Avenue, Suite 16  
Corsicana, Texas 75110

Fax: (903) 875-3314

**PLANNING AND ZONING COMMISSION MINUTES**

July 12th, 2012

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 | Vice Chairman Moe - present |
| Scott Watkins - absent      | Conrad Newton - present     |
| Carroll Sigman - present    | Wayne McGuire - present     |
| Vicki Farmer - absent       | Jeff Smith - present        |
| Dennis Bancroft - absent    | Dolores Baldwin - absent    |
| Charles Irvine - present    | Caleb Jackson - absent      |
| Kim Newsome - present       | Stuart Schoppert - present  |

Item #2 on the agenda was consideration of the minutes of the May 3rd, 2012 Planning and Zoning meeting. Motion to approve by Commissioner Schoppert, second by Commissioner Moe, all voted aye.

Item #3 on the agenda was consideration of a replat in Vista Ridge Ph. I lots #79, 80 & 81 for Daniel Moore. Motion to approve by Commissioner Irvine, second by Commissioner McGuire, all voted aye.

Item #4 on the agenda was Consideration of a replat in Plettenberg Bay lots #7A & 7B for George Myers. Motion to approve by Commissioner Newton, second by Commissioner Moe, all voted aye.

Item #6 & 7 were considered next on the agenda. Item #6 was consideration of an amended variance application to drill within six hundred (600) feet of a final platted residential subdivision and two hundred (200) feet of an adjacent property for Pace Petroleum located just off of SE CR 3150. Item #7 was consideration of special use permit to drill for oil in lake-shore area for Pace Petroleum located just off of SE CR 3150. Mike Quilling spoke on behalf of Vista Ridge Home Owners Association. Mr. Quilling discussed the agreement the HOA had with Pace Petroleum regarding the amended hole location. Mr. Quilling presented the Board with the signed agreement between Vista Ridge HOA and Pace Petro. James Harris spoke on behalf of Pace Petro. Mr. Harris reiterated the agreement between both parties. The Board asserted that the agreement between the HOA and Pace Petro will be attached to and become part of the conditions of the specific use permit. The Board also recognized the need to have the original appeal withdrawn by Pace Petro through Commissioners' Court. Motion to approve items #6 & 7 contingent upon a

road bond agreement between Pace Petro and Precinct 2 County Commissioner Dick Martin by Commissioner Moe, second by Commissioner Newsom, all voted aye.

Item #5 on the agenda was review and make recommendations to Commissioners' Court regarding a court order governing regulations at public parks and boat ramps on Richland-Chambers Lake. Commissioner Schoppert spoke in regard to making boat ramps more accessible during times of low water levels. The Board discussed different possibilities and decided to table the issue to allow for more time to review the regulations.

Adjourn.

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# NAVARRO COUNTY



RUSSELL P. HUDSON  
ASSESSOR and COLLECTOR of TAXES

PHONE (903) 654-3080  
(903) 654-8721

NAVARRO COUNTY  
P. O. BOX 1070  
CORSICANA, TEXAS 75151-1070

July 20, 2012

TO: Navarro County, General Fund  
FROM: Russell P Hudson, RTA  
Navarro County Tax Assessor & Collector

You should have already received a copy of the certification of the 2012 Appraisal Roll from the Navarro Central Appraisal District. Please provide your 2012 tax resolutions or ordinances as soon as possible, stating your tax rate, exceptions, and/or discounts.

		<u>2011</u>	<u>2012</u>
Total Market Value	\$	3,918,187,845	4,027,099,709
Total Assessed Value	\$	3,118,133,301	3,209,523,212
Total Taxable Value	\$	2,680,110,829	2,774,095,027
Total Value of New Property	\$	48,144,021	61,159,192
Anticipated Collection Rate		100%	100%
Number of Accounts		46,513	46,685

DEFINITIONS: "Appraised value" means the value determined as provided by Chapter 23 of the Tax Code according to category. "Assessed value" means for the purposes of assessment of property for taxation, the amount determined by multiplying the appraised value by the applicable assessment ratio, but, for the purposes of determining the debt limitation imposed by Article III, Section 52 of the Texas Constitution, shall mean the market value of the property recorded by the Chief Appraiser. "Taxable value" means the amount determined by deducting from the assessed value the amount of any applicable partial exemption.

# NAVARRO COUNTY



RUSSELL P. HUDSON  
ASSESSOR and COLLECTOR of TAXES

PHONE (903) 654-3080  
(903) 654-8721

NAVARRO COUNTY  
P. O. BOX 1070  
CORSICANA, TEXAS 75151-1070

July 20, 2012

TO: Navarro County, Flood Control

FROM: Russell P Hudson, RTA  
Navarro County Tax Assessor & Collector

You should have already received a copy of the certification of the 2012 Appraisal Roll from the Navarro Central Appraisal District. Please provide your 2012 tax resolutions or ordinances as soon as possible, stating your tax rate, exceptions, and/or discounts.

		<u>2011</u>	<u>2012</u>
Total Market Value	\$	3,918,123,725	4,027,012,309
Total Assessed Value	\$	3,118,069,181	3,209,435,812
Total Taxable Value	\$	2,695,107,596	2,771,480,393
Total Value of New Property	\$	48,144,021	61,159,192
Anticipated Collection Rate		100%	100%
Number of Accounts		46,511	46,683

DEFINITIONS: "Appraised value" means the value determined as provided by Chapter 23 of the Tax Code according to category. "Assessed value" means for the purposes of assessment of property for taxation, the amount determined by multiplying the appraised value by the applicable assessment ratio, but, for the purposes of determining the debt limitation imposed by Article III, Section 52 of the Texas Constitution, shall mean the market value of the property recorded by the Chief Appraiser. "Taxable value" means the amount determined by deducting from the assessed value the amount of any applicable partial exemption.



# NAVARRO COUNTY

RUSSELL P. HUDSON  
ASSESSOR and COLLECTOR of TAXES



PHONE (903) 654-3080  
(903) 654-8721

NAVARRO COUNTY  
P. O. BOX 1070  
CORSICANA, TEXAS 75151-1070

July 20, 2012

TO: Navarro County, Road & Bridge

FROM: Russell P Hudson, RTA  
Navarro County Tax Assessor & Collector

You should have already received a copy of the certification of the 2012 Appraisal Roll from the Navarro Central Appraisal District. Please provide your 2012 tax resolutions or ordinances as soon as possible, stating your tax rate, exceptions, and/or discounts.

		<u>2011</u>	<u>2012</u>
Total Market Value	\$	3,918,187,845	4,027,094,559
Total Assessed Value	\$	3,118,133,301	3,209,518,062
Total Taxable Value	\$	2,680,143,629	2,774,254,217
Total Value of New Property	\$	48,144,021	61,159,192
Anticipated Collection Rate		100%	100%
Number of Accounts		46,513	46,684

DEFINITIONS: "Appraised value" means the value determined as provided by Chapter 23 of the Tax Code according to category. "Assessed value" means for the purposes of assessment of property for taxation, the amount determined by multiplying the appraised value by the applicable assessment ratio, but, for the purposes of determining the debt limitation imposed by Article III, Section 52 of the Texas Constitution, shall mean the market value of the property recorded by the Chief Appraiser. "Taxable value" means the amount determined by deducting from the assessed value the amount of any applicable partial exemption.

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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  

RPH

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2012

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>									LEVY
CURRENT	139,240.25		23,645.54	162,885.79		21.88	162,863.91	25,429.84	16,410,955.92
DELINQUENT	18,459.47		10,870.52	29,329.99		-1.07	29,331.06	7,329.64	%
TOTAL	157,699.72	-	34,516.06	192,215.78	-	20.81	192,194.97	32,759.48	0.85%
<b>NAVARRO COLLEGE</b>									LEVY
CURRENT	27,251.66		4,559.68	31,811.34		4.15	31,807.19	4,896.19	3,192,388.48
DELINQUENT	3,477.29	-	2,107.07	5,584.36		-0.20	5,584.56	1,389.97	%
TOTAL	30,728.95	-	6,666.75	37,395.70	-	3.95	37,391.75	6,286.16	0.85%
<b>CITY OF RICE</b>									LEVY
CURRENT	1,437.42	-	224.85	1,662.27	63.43		1,598.84	146.74	133,058.53
DELINQUENT	116.80		39.38	156.18	10.45		145.73	25.14	%
TOTAL	1,554.22	-	264.23	1,818.45	73.88	0	1,744.57	171.88	1.08%
<b>CITY OF KERENS</b>									LEVY
CURRENT	2,968.04		451.41	3,419.45		0.05	3,419.40	231.31	247,342.75
DELINQUENT	332.06	-	125.10	457.16			457.16	62.33	%
TOTAL	3,300.10	-	576.51	3,876.61	-	0.05	3,876.56	293.64	1.20%
<b>CITY OF CORSICANA</b>									LEVY
CURRENT	38,613.24	-	5,618.47	44,231.71		0.35	44,231.36	5,247.12	7,662,316.49
DELINQUENT	9,751.01	-	4,548.57	14,299.58		-1.06	14,300.64	2,711.47	%
TOTAL	48,364.25	-	10,167.04	58,531.29	-	-0.71	58,532.00	7,958.59	0.50%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2012

653

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>									
CURRENT	61.49		11.06	72.55			72.55	14.51	16,437.24
DELINQUENT	29.24		8.53	37.77			37.77	7.55	%
TOTAL	90.73	-	19.59	110.32	-	0	110.32	22.06	0.37%
<b>CITY OF EMHOUSE</b>									
CURRENT	206.17	-	37.10	243.27			243.27	45.94	8,472.02
DELINQUENT	17.44		6.28	23.72			23.72	4.75	%
TOTAL	223.61	-	43.38	266.99	-	0	266.99	50.69	2.43%
<b>CITY OF RICHLAND</b>									
CURRENT	432.06	-	70.66	502.72			502.72	46.03	16,363.97
DELINQUENT	4.90		1.46	6.36			6.36	1.28	%
TOTAL	436.96	-	72.12	509.08	-	0	509.08	47.31	2.64%
<b>CITY OF GOODLOW</b>									
CURRENT	14.74	-	2.65	17.39	0.75		16.64	3.47	2,977.76
DELINQUENT	5.03		2.06	7.09	0.55		6.54	1.42	%
TOTAL	19.77	-	4.71	24.48	1.30	0	23.18	4.89	0.50%
<b>CITY OF FROST</b>									
CURRENT	1,795.46		266.52	2,061.98	75.64		1,986.34	342.28	77,267.60
DELINQUENT	1,213.29		385.83	1,599.12	102.55		1,496.57	319.83	%
TOTAL	3,008.75	-	652.35	3,661.10	178.19	0	3,482.91	662.11	2.32%
<b>CITY OF DAWSON</b>									
CURRENT	756.57		110.40	866.97			866.97	67.39	72,429.25
DELINQUENT	378.99		130.45	509.44			509.44	101.88	%
TOTAL	1,135.56	-	240.85	1,376.41	-	0	1,376.41	169.27	1.04%

NAVARRO COUNTY , TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2012

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY-BLOOMING GROVE</b>									LEVY
CURRENT	1,810.56		241.60	2,052.16			2,052.16	205.69	99,560.25
DELINQUENT	589.51		452.95	1,042.46			1,042.46	208.50	%
TOTAL	2,400.07	-	694.55	3,094.62	-	0.00	3,094.62	414.19	1.82%
<b>NAVARRO COUNTY ESD #1</b>									LEVY
CURRENT	1,669.56	-	285.41	1,954.97	79.71		1,875.26	336.69	119,607.31
DELINQUENT	190.00		61.41	251.41	16.31		235.10	48.02	%
TOTAL	1,859.56	-	346.82	2,206.38	96.02	0	2,110.36	384.71	1.40%
<b>BLOOMING GROVE ISD</b>									LEVY
CURRENT	23,096.99		3,777.91	26,874.90			26,874.90	3,895.41	1,419,328.62
DELINQUENT	5,480.43		1,872.77	7,353.20			7,353.20	1,469.17	%
TOTAL	28,577.42	-	5,650.68	34,228.10	-	0	34,228.10	5,364.58	1.63%
<b>DAWSON ISD</b>									LEVY
CURRENT	16,892.65		2,600.14	19,492.79			19,492.79	2,289.16	1,292,787.05
DELINQUENT	1,968.84		749.86	2,718.70			2,718.70	543.73	%
TOTAL	18,861.49	-	3,350.00	22,211.49	-	0	22,211.49	2,832.89	1.31%
<b>RICE ISD</b>									LEVY
CURRENT	10,564.19		2,074.31	12,638.50			12,638.50	2,062.70	1,515,810.54
DELINQUENT	1,752.33		859.79	2,612.12			2,612.12	508.89	%
TOTAL	12,316.52	-	2,934.10	15,250.62	-	0	15,250.62	2,571.59	0.70%
<b>CORSICANA ISD</b>									LEVY
CURRENT	86,999.69		15,869.52	102,869.21		44.55	102,824.66	14,933.71	17,383,846.35
DELINQUENT	9,031.19		10,190.98	19,222.17		2.12	19,220.05	6,919.36	%
TOTAL	96,030.88	-	26,060.50	122,091.38	-	46.67	122,044.71	21,853.07	0.50%

CORSICANA ISD

NOTE: Due to a Supplemental Change Order from NCAD that was the result of the ruling on a court case (Anytime Fitness), a refund was issued. This caused a \$90.25 adjustment to the rendition penalty for years prior to July 1, 2011 when the county began collections for Corsicana ISD. Their method of handling rendition penalty CAD % was different.

NAVARRO COUNTY , TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING JULY 2012

<b>FROST ISD</b>									<b>LEVY</b>
<b>CURRENT</b>	<b>9,062.23</b>		<b>1,499.72</b>	<b>10,561.95</b>			<b>10,561.95</b>	<b>1,477.40</b>	<b>\$ 1,011,967.71</b>
<b>DELINQUENT</b>	<b>3,151.95</b>		<b>1,155.97</b>	<b>4,307.92</b>			<b>4,307.92</b>	<b>856.82</b>	<b>%</b>
<b>TOTAL</b>	<b>12,214.18</b>		<b>2,655.69</b>	<b>14,869.87</b>			<b>14,869.87</b>	<b>2,334.22</b>	<b>0.90%</b>
<b>GRAND TOTAL</b>	<b>418,822.74</b>	<b>-</b>	<b>94,915.93</b>	<b>513,738.67</b>	<b>349.39</b>	<b>70.77</b>	<b>513,318.51</b>	<b>84,181.33</b>	

\*\*COLLECTIONS FOR FROST ISD BEGAN 7/1/2012

MEMO:

TOTAL COLLECTED	<u>580,549.69</u>
ROLLBACK TAXES	<u>                    </u>
TAX CERTIFICATES	<u>2,000.00</u>
HOT CK FEES	<u>                    </u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>96.67%</u>	CITY - FROST	<u>92.55%</u>
COLLEGE	<u>96.60%</u>	CITY-DAWSON	<u>89.49%</u>
RICE	<u>93.65%</u>	CITY-BL GROVE	<u>96.50%</u>
KERENS	<u>92.86%</u>	NC ESD #1	<u>94.93%</u>
CORSICANA	<u>97.41%</u>	B G ISD	<u>95.71%</u>
BARRY	<u>94.30%</u>	DAWSON ISD	<u>94.93%</u>
EMHOUSE	<u>84.35%</u>	RICE ISD	<u>94.56%</u>
RICHLAND	<u>86.99%</u>	CORSICANA ISD	<u>97.28%</u>
GOODLOW	<u>71.21%</u>	FROST ISD	<u>95.78%</u>

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH OF JULY 2012

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	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	113,721.97	19,297.71	133,019.68	17.82	133,001.86	20,751.08
ROAD & BRIDGE	23,541.04	4,013.24	27,554.28	3.75	27,550.53	4,319.72
FLOOD CONTROL	1,977.24	334.59	2,311.83	0.31	2,311.52	359.04
<b>TOTAL</b>	<b>139,240.25</b>	<b>23,645.54</b>	<b>162,885.79</b>	<b>21.88</b>	<b>162,863.91</b>	<b>25,429.84</b>
<b>DELINQUENT TAXES</b>						
COUNTY	15,395.94	9,050.06	24,446.00	(0.86)	24,446.86	6,081.54
STATE	-	-	-	-	-	-
ROAD & BRIDGE	2,834.66	1,682.21	4,516.87	(0.19)	4,517.06	1,153.54
FLOOD CONTROL	228.87	138.25	367.12	(0.02)	367.14	94.56
<b>TOTAL</b>	<b>18,459.47</b>	<b>10,870.52</b>	<b>29,329.99</b>	<b>(1.07)</b>	<b>29,331.06</b>	<b>7,329.64</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	129,117.91	28,347.77	157,465.68	16.96	157,448.72	26,832.62
STATE		-		-		-
ROAD & BRIDGE	26,375.70	5,695.45	32,071.15	3.56	32,067.59	5,473.26
FLOOD CONTROL	2,206.11	472.84	2,678.95	0.29	2,678.66	453.60
<b>TOTAL</b>	<b>157,699.72</b>	<b>34,516.06</b>	<b>192,215.78</b>	<b>20.81</b>	<b>192,194.97</b>	<b>32,759.48</b>

COUNTY TAX REPORT  
Prepared by Gail Smith  
Navarro County Tax Office

#13

657

ORDER OF GENERAL ELECTION  
(ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on November 6, 20 12, in Navarro  
(date)

County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI,

Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una eleccion el dia 6 de noviembre  
2012, en el Condado de Navarro, Texas, con el proposito de elegir los siguientes oficiales del  
condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.)

(List Offices) (Enúmere los puestos oficiales)

See Attached

Early voting by personal appearance will be conducted each weekday at:  
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Navarro County Courthouse Basement 300 W 3rd Ave Corsicana, TX 75110  
(location) (sitio)

Recommended but not required

between the hours of 8:00 a.m. and 5:00 p.m. beginning on October 22, 2012  
(date)

(entre las 8:00 de la mañana y las 5:00 de la tarde empezando el octubre 22, 2012)  
(fecha)

and ending on November 2, 2012 (y terminando el noviembre 2, 2012)  
(date) (fecha)

Extended hours: 10/27 7:00 am-7:00 pm & 10/28 12:00 pm-5:00 pm

Applications for ballot by mail shall be mailed to:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Danda Parker

(Name of Early Voting Clerk)  
(Nombre del Secretario de la Votación Adelantada)

P.O. Box 1018

(Address) (Dirección)

Corsicana, TX 75151

(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on:  
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el.)

10/30/2012  
(date) (fecha)

Issued this the 13th day of August, 20 12.

(Emitada este día 13th de agosto, 20 12)

Signature of County Judge (Firma del Juez del Condado)



**NAVARRO COUNTY OFFICES TO BE ELECTED ON  
NOVEMBER 6, 2012:**

DISTRICT JUDGE

DISTRICT CLERK: UNEXPIRED TERM

COUNTY COURT AT LAW

SHERIFF

TAX ASSESSOR

COMMISSIONER PRCT 1

COMMISSIONER PRCT 3

CONSTABLE PRCT 1

CONSTABLE PRCT 2

CONSTABLE PRCT 3

CONSTABLE PRCT 4

DEMOCRATIC PARTY CHAIR

REPUBLICAN PARTY CHAIR

#14

659



**NAVARRO COUNTY ELECTIONS**

300 West Third Avenue, Suite 18  
Corsicana, TX 75110

**Danda Parker**

Elections Administrator  
dparker@navarrocounty.org

P.O. Box 1018  
Corsicana, TX 75151

Annette Kennedy, Deputy  
Melissa Grimes, Deputy

Phone: (903) 875-3330

Fax (903) 875-3331

**2012 Voting Locations:**

<b><u>Locations:</u></b>	<b><u>Address:</u></b>	<b><u>Precinct:</u></b>
<b>Navarro County/City of Corsicana</b>		
YMCA	400 W Oaklawn	101/C101
Church of Jesus Christ Of Latter Day Saints	3800 Emhouse Rd	103/C401
Lone Star Cowboy Church	4495 W Hwy 22	104
Barry Methodist Church	Main St	105
Emhouse Community Center	503 N Hopkin St	106
Rice City Hall	203 E Calhoun	107
Chatfield Community Center	FM 1603	108
Roane Baptist Church	FM 3401	109
Martin Luther King Center	1114 E 6 <sup>th</sup> St	200/C200
Bears Den	802 S 2 <sup>nd</sup> St	201/C201
House of Praise (Formerly known as Church of God)	1345 W 13 <sup>th</sup> Ave	202/C202

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Kerens ISD Admin Bldg	200 Bobcat Ln	203
Powell Vol Fire Station	201 Carr St	204
Eureka United Methodist Church	8644 S Hwy 287	205
Mildred Middle School	5475 S Hwy 287	206
Navarro College Cook Center	3200 W 7 <sup>th</sup> Ave	300/C300
Navarro County Courthouse	300 W 3 <sup>rd</sup> Ave	301/C103
Dawson Vol Fire Station	Main St	303
Navarro Government Center	222 N Harvard	304
Angus City Hall	6008 S IH 45	305
Retreat City Hall	FM 709	306
Richland City Hall	103 W Main St	307
Winkler Masonic Lodge	FM 416	308
Westside Baptist Church	1522 N 24 <sup>th</sup> St	400/C400
Navarro County Justice Center	312 W 2 <sup>nd</sup> Ave	401/C102
Westhill Church of Christ	3400 W Hwy 22	402/C402
Blooming Grove Fire Station	101 S Hinckley	403
Frost ISD	208 N Wyrick	404
Silver City Vol Fire Station	FM 55	405
Purley Vol Fire Station	8612 FM 709 S	406
Navarro County Courthouse	300 W 3 <sup>rd</sup> Ave	Early Voting

#15

661

ELECTION JUDGES FOR NOVEMBER 6, 2012 ELECTION:

PRECINCT

101	NAME: ADDRESS CITY PHONE	Connie Estes 201 Drave Ave Corsicana, Texas 75110 214-557-2094	Ruth Nelson 1900 Cambridge #331 Corsicana, Texas 75110 903-874-5246/851-3754
103	NAME ADDRESS CITY PHONE	Lynn Gatlin 3914 NW CR 0009 Corsicana, Texas 75110 903-874-3722	Lori Carroll 110 Tilton Rd Corsicana, TX 75110 903-229-3490
104	NAME ADDRESS CITY PHONE	Mary Hillegas 398 NW CR 2005 Corsicana, Texas 75110 903-493-0005	Robert Watkins 2315 FM 1839 Corsicana, Texas 75110 903-874-6087
105	NAME ADDRESS CITY PHONE	Don Holland 3011 W Park Row Corsicana, TX 75110 903-874-4186	Naomi Ridgway 9854 W Highway 22 Barry, Texas 75102 903-695-2075
106	NAME ADDRESS CITY PHONE	Nancy Blankenship 3110 NW CR 0120 Corsicana, Texas 75110 903-354-1907/214-384-1052	Jeanette Melton 4571 FM 1839 Corsicana, TX 75110
107	NAME ADDRESS CITY PHONE	Gale Greeson 1480 NW CR 0160 Rice, Texas 75158 214-799-9244	Judy Shelton 100 N Boston Rice, Texas 75155 903-326-4461
108	NAME ADDRESS CITY PHONE	Barbra McVay P O Box 39 Chatfield, Texas 75105 903-345-2310	Theresa Womack 5537 FM 1603 Chatfield, Texas 75105 903-229-8537/345-2300
109	NAME ADDRESS CITY PHONE	Rex Peddy 3375 NE CR 0092 Corsicana, TX 75119 903-874-4382	Geneva Davis 3744 NE CR 0120 Corsicana, TX 75109
200	NAME ADDRESS CITY PHONE	Warner Redus 1101 E Waterworks Rd Corsicana, Texas 75110 903-874-4341	Ralph Gonzalez 312 E 1 <sup>st</sup> St Corsicana, TX 75110 903-874-5829
201	NAME ADDRESS CITY PHONE	Deborah Collins 801 S 4 <sup>th</sup> St Corsicana, Texas 75110 903-874-7441	Priscilla Wadley 1110 E 12 <sup>th</sup> Ave Corsicana, Texas 75110 903-263-9036
202	NAME ADDRESS CITY PHONE	Johnny Gonzales 419 S 14 <sup>th</sup> St Corsicana, Texas 75110	Florine Hubbard 1506 S Beaton Corsicana, Texas 75110 903-872-1693
203	NAME ADDRESS CITY PHONE	George Edwards 708 N Overlook Dr Kerens, Texas 75144 903-396-7051/903-821-3284	Lelia Cossey 206 Humphreys Kerens, Texas 75144 903-396-2652

204	NAME ADDRESS CITY PHONE	Judy Qualls 201 FM 633 Kerens, Texas 75144 903-641-0020/903-519-1084	Nora Thomas P O Box 106 Powell, Texas 75153 903-396-2765
205	NAME ADDRESS CITY PHONE	John Curtis 105 SE CR 3147 Corsicana, Texas 75109 903-874-0056	Peggy Thomas 8405 S Hwy 287 Corsicana, Texas 75109 903-874-6037
206	NAME ADDRESS CITY PHONE	Margie Taylor 2680 SE CR 0070 Corsicana, Texas 75109 903-875-0519	Sherry Coker 3393 FM 2859 Corsicana, TX 75109 903-874-6380
300	NAME ADDRESS CITY PHONE	Steve Jessup 2825 W 5 <sup>th</sup> Ave Corsicana, Texas 75110 903-872-6949/872-4871	Sam Thompson 2215 W 4th Corsicana, Texas 75110 903-872-6100
301	NAME ADDRESS CITY PHONE	Gilbert Hall 1121 W 3 <sup>rd</sup> Ave Corsicana, Texas 75110 903-872-4249	Seley Fuller 1416 W 4 <sup>th</sup> Ave Corsicana, Texas 75110 903-874-8592
303	NAME ADDRESS CITY PHONE	Justin McMahan 200 N Waco Ave Dawson, Texas 76639 254-479-0219	Leonard Mixon 10000 FM 638 Dawson, Texas 76639 903-673-1216
304	NAME ADDRESS CITY PHONE	Glenda Burren 154 SE CR 2230-K Corsicana, Texas 75109 903-641-0250	Rose Ellen Richards 9300 SE CR 2150 Corsicana, Texas 75109
305	NAME ADDRESS CITY PHONE	Shanda Smith 324 SW CR 0020 Corsicana, Texas 75110 903-874-6069	Betty McCain 107 Bonner Ave Corsicana, Texas 75110 903-874-4508/903-874-3513
306	NAME ADDRESS CITY PHONE	Kathy Carter 613 W Harris Rd Corsicana, Texas 75110 903-872-7911	Diana Robinson 621 N Spikes Rd Corsicana, Texas 75110 903-872-5082 John's Cell 654-3986
307	NAME ADDRESS CITY PHONE	Barbara Wilson 8715 SW CR 2025 Richland, TX 76681 903-362-4543	Margaret Bosley 13385 SW CR 2200 Wortham, Texas 76693 903-362-1161
308	NAME ADDRESS CITY PHONE	Carmen Cashat 6922 SE CR 2385 Streetman, Texas 75859 903-599-3089/817-253-0541	Diana Rawlins 1541 W 4 <sup>th</sup> Ave Corsicana, Texas 75110 903-872-3336
400	NAME ADDRESS CITY PHONE	Marilyn Atwood 1600 Woodcrest Ave Corsicana, Texas 75110 903-874-8673	Joyce Hutt 16168 SE CR 4040 Kerens, TX 75144 903-396-3369

401	NAME ADDRESS CITY PHONE	Linda Gober 1208 Mills Pl Corsicana, Texas 75110 903-872-2237	Penny Liggins 716 E 4 <sup>th</sup> Ave Corsicana, Texas 75110 903-874-8674/903-654-7732
402	NAME ADDRESS CITY PHONE	Fred Grice 320 Trailridge Cir Corsicana, Texas 75110 903-872-3782/654-1991	Kay Shimonek 210 NW CR 0006 Corsicana, Texas 75110 903-654-0964
403	NAME ADDRESS CITY PHONE	Claudia Adcock 209 SW CR 3040 Corsicana, TX 75110 903-874-4628	Jesse Mills 4853 NW CR 4210 Frost, Texas 76641 254-678-3549
404	NAME ADDRESS CITY PHONE	Carol Doucet 2125 NW CR 3090 Frost, TX 76641 903-874-4746	David Taylor P.O. Box 205 Frost, Texas 76641 903-682-3300/903-879-2900
405	NAME ADDRESS CITY PHONE	Mary Wade 17022 FM 639 E Purdon, Texas 76639 254-578-3260	Oscar McCrory  Corsicana, Texas 75110
406	NAME ADDRESS CITY PHONE	Jackie King 8040 FM 642 Purdon, Texas 76679 903-673-1435	Dianne Summers 813 FM 642 Purdon, Texas 76679 903-673-2287/903-875-7601
Early Voting:		Margarita Patterson	Erma Bartee

#16  
664  
To: Judge Davenport

From: Constable Butler, Pct. 3

Date: August 9, 2012

RE: Resignation

I was glad to read in the Corsicana Daily Sun that the justices of the peace support reducing or eliminating the number of constable offices in the county. Currently, approximately thirty percent of the counties in Texas have one constable or less. When done properly, reducing offices creates a savings for the county without reducing services. I understand there are some procedures to go through but, with a state representative right in our midst, that should not be much of a hurdle. This is a great time to perform like the Republicans we claim to be and keep government small and costs down.

It has been a pleasure to serve the citizens of Navarro County over the past nearly twelve years. My actions are designed to continue to fulfill my promise to keep the budget as low as possible. I realize the commissioners' court has not taken positive action but, in keeping with my August 3<sup>rd</sup> offer and to open the door to action, I am resigning as constable effective as of 5:00 p.m., Thursday, August 9, 2012. This also constitutes by resignation from the November ballot for the position of precinct 3 constable.



#21

665

NAVARRO COUNTY  
BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240  
SPECIFICATIONS/BID PROPOSAL FORM

Jet Underground Utilities, Inc 75-2693154  
FIRM SUBMITTING BID FEDERAL ID NUMBER

PO BOX 800669  
ADDRESS

Balch Springs, TX 75180  
CITY, STATE, ZIP

J. Crockett Boney, President  
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

972-286-3400 972-286-3401 cboney@jetunderground.com  
TELEPHONE NO. FAX NO. E-MAIL

[Signature] 8-10-12  
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

**Reconstruction of a Portion of SE CR 2240**

**SITE:**  
SE CR 2240  
Portion of road from intersection of SE CR 2260 & SE CR 2230  
Approximately 7/10 mile long (3696') and 20' wide

**SCOPE OF WORK:**

1. Pulverize/Reclaim existing surface and base to a depth of 5"
2. Add flex base to raise/build up as needed
3. Reshape to original profile and re-compact to a 2" pitch center to center
4. Apply primer to compacted base
5. Apply two courses of chip and seal

NOTE: Purchase of flex base and hauling of flex base to be performed by County

**ALTERNATIVE MEANS OF CONSTRUCTION:**

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Please list any exclusion or qualifications in the space provided below.  
Having read and understood the instructions to Bidders and Specifications, we submit the following bid:

Cost To Perform Scope of Work (\$): 81,495.<sup>00</sup>

Exceptions:  
MINIMUM OF 350 TONS OF BASE DELIVERED TO JOB BY NAVARRO COUNTY PER DAY. MAXIMUM TOTAL OF 1000 TONS OF BASE PLACED & FINISHED IN BID. NO TESTING, SURVEYING, ENGINEERING, BACKFILL, UTILITY ADJUSTMENT OR RELOCATION INCLUDED. WATER FOR CONSTRUCTION PROVIDED WITH IN ONE MILE BY NAVARRO COUNTY.



BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §  
COUNTY OF NAVARRO §

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

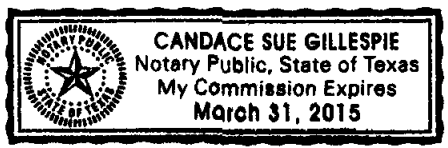
Name and Address of Bidder: Jet Underground Utilities, Inc.  
PO BOX 800669  
Balch Springs TX 75180  
Telephone: 972-286-3400

By: J. Crockett Boney Title: President  
(Type of Print Name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 10<sup>th</sup> day of August, 2012.

Candace Sue Gillespie  
Notary Public in and for the State of Texas



CONTRACTOR REFERENCES

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

REFERENCE 1

Company Name: Angel Brothers Enterprises  
Address: PO BOX 570 Baytown, TX 77521  
Contact Person/Title: Mike Pruitt, Estimator  
Phone: 281-421-5721 Fax: 281-421-2344 e-mail: mpruitt@angelbrothers.com  
Contract Period: Feb. 2010-Sept 2012 Scope of Work: all concrete work  
street, curb, sidewalk, grading

REFERENCE 2

Company Name: City of Fort Worth, Transportation + Public Works  
Address: 1000 Throckmorton St. Ft Worth TX 76102  
Contact Person/Title: Gopal Sahu, Project Supervisor  
Phone: 817-392-8100 Fax: 817-392-2852 e-mail: Gopal.Sahu@fortworthtexas  
Contract Period: Jan 2012 - current Scope of Work: Remove + Replace streets, 90  
soil stabilization, sidewalks, curb, driveways,  
asphalt

REFERENCE 3

Company Name: Webber  
Address: 2114 Quarry St, Dallas, TX 75212  
Contact Person/Title: Jason Eiland, Project manager  
Phone: 972-630-3700 Fax: 972-630-3724 e-mail: jason.eiland@wwebber.com  
Contract Period: Feb 2012 - current Scope of Work: soil stabilization, grading

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**

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

Name of Contractor: Jet Underground Utilities, Inc. Date Organized: 1-27-1997

Address: PO BOX 800669 Balch Springs TX 75180 Date Incorporated: 1-27-1997

Number of Years in contracting business under present name: 15

**Contract on Hand:**

Contact	Amount (\$)	Completion Date
<u>City of Ft Worth UB</u>	<u>\$1,902,000</u>	<u>Feb. 2013</u>
<u>City of Ft Worth SB Part 2</u>	<u>\$1,042,000</u>	<u>March 2013</u>
<u>UBJ 635</u>	<u>\$119,491.85</u>	<u>November 2012</u>

Type of work performed by your company: all aspects of road construction

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

Have you ever defaulted on a contract? NO

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
<u>N. Mitchell Rd - Mansfield</u>	<u>\$145,961</u>	<u>October 2011</u>
<u>Albemarle Dr. - Farmers Branch</u>	<u>\$220,000</u>	<u>August 2011</u>
<u>Student Suites - Northwood Univ</u>	<u>\$288,369</u>	<u>December 2011</u>

Major equipment available for this project: 2 New Holland Backhoes,  
 New Holland Loader, Blade, Roller, Water Trucks

669

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# 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.

J. Crockett Boney / Jet Underground Utilities, Inc.

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.

N/A

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?

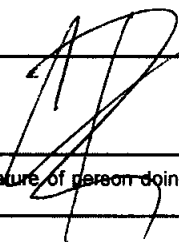
Yes  No

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

8-10-18  
Date

NAVARRO COUNTY  
BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240  
SPECIFICATIONS/BID PROPOSAL FORM

**Contract Checklist**

This project will be bid, let and constructed according to the International Building Code 2006 Standards and the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Following are required Documents to be submitted with the Bid Form:

- A Bid Proposal Affidavit must be submitted with the Bid Form.
- A list of contractor references must be submitted with the form.
- A Statement of Contractor's Qualifications must be completed and submitted with the Bid Form.
- A Conflict of Interest Questionnaire must be completed and submitted with the Bid Form.
- A Bid Bond must be submitted with the Bid Form

If any statements were not checked please provide an explanation in the given area below.

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 \_\_\_\_\_  
 Contractor Signature

8-10-18  
 \_\_\_\_\_  
 Date

672

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Jet Underground Utilities, Inc.  
11921 Crumpton Street  
Balch Springs, TX 75180

**SURETY (Name and Address of Principal Place of Business):**

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

**OWNER (Name and Address):**

Navarro County Auditor's Office - Navarro County Courthouse  
300 West Third Avenue  
Corsicana, TX 75110-4672

**BID**

**Bid Due Date:** August 13, 2012

**Description (Project Name and Include Location):** Bid 2012-R-001 Contract

Reconstruction of a Portion of SE CR 2240, Navarro County

**BOND**

**Bond Number:** Bid Bond

**Date (Not earlier than Bid due date):** August 13, 2012

**\$ 5% GAB**

**Penal sum** Five Percent of the Amount Bid (5%)

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Jet Underground Utilities, Inc.

(Seal)

**SURETY**

SureTec Insurance Company

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

[Signature]  
Signature

By:

[Signature]  
Signature (Attach Power of Attorney)

J. Crockett Boney

Print Name

Jeffrey Todd McIntosh

Print Name

President

Title

Attorney-in-Fact

Title

Attest:

Candace Sue Gillespie  
Signature

Attest:

Connie Kregel  
Signature

Secretary

Title

Connie Kregel, Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

**SureTec Insurance Company**  
**THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

**Statutory Complaint Notice**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.state.tx.us](mailto: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 Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**Terrorism Risks Exclusion**

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

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**Exclusion of Liability for  
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Connie Jean Kregel, Jeffrey Todd McIntosh

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2014 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

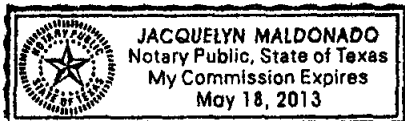


SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President

State of Texas                    ss:  
County of Harris

On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of August, 2012, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

#24

675

Navarro County  
 June 2012  
 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>General Fund:</b>			
<b>Revenues</b>			
Property Taxes	12,884,012.00	135,385.52	12,556,018.81
Other	4,787,269.31	375,575.36	3,907,133.65
<b>Total</b>	<b>17,671,281.31</b>	<b>510,960.88</b>	<b>16,463,152.46</b>
<b>Expenditures</b>			
Commissioner's Court	83,743.00	4,468.85	55,338.60
Planning & Dev.	327,948.00	32,458.20	234,659.94
County Clerk	626,728.00	39,734.81	465,298.77
District Clerk	424,406.00	40,341.36	294,128.46
Veterans' Service	20,481.00	1,555.47	15,032.88
Non Departmental	1,983,914.65	65,001.41	1,482,128.33
Information Systems	92,271.00	5,817.50	58,381.08
HAVA	10,000.00	0.00	45,871.43
Elections	222,077.00	37,943.54	166,611.48
Courthouse	731,547.88	34,339.24	558,359.09
Extension	210,493.00	16,170.69	160,024.01
Historical Commission	9,800.00	0.00	5,685.95
County Judge	261,203.00	19,720.96	173,477.72
County Court-at-law	337,500.00	35,016.96	225,300.05
District Court	671,702.00	52,540.60	476,308.50
JP Pct 1	182,873.00	13,641.64	140,112.23
JP Pct 2	180,699.00	13,413.32	136,289.02
JP Pct 3	175,935.00	13,196.31	131,600.10
JP Pct 4	186,254.00	15,118.19	141,507.56
District Attorney	824,974.00	56,009.47	567,460.73
Law Library	5,411.00	117.48	3,883.89
County Auditor	474,331.00	34,503.25	349,958.24
County Treasurer	163,581.00	12,025.24	120,784.04
Tax Assessor/Collector	507,513.00	38,001.18	369,711.35
County Jail	5,011,036.00	377,052.14	3,480,891.41
Constable Pct 1	39,597.00	2,470.74	22,119.32
Constable Pct 2	40,029.00	2,308.24	21,381.36
Constable Pct 3	4,414.00	238.74	4,899.11
Constable Pct 4	37,005.00	2,308.24	22,593.97
Sheriff	3,104,073.00	208,688.31	2,198,274.28
Sheriff Communications	693,304.00	52,305.31	488,801.79
Highway Patrol	84,940.00	6,494.52	65,231.32
License & Weights	3,400.00	210.00	802.54
Emergency Mgt	42,000.00	280.28	21,775.35
CSCD	12,000.00	1,742.04	7,835.87
Juvenile Expenditures	108,937.00	8,509.12	70,263.16
Indigent Health	490,000.00	0.00	381,695.49
<b>Total</b>	<b>18,386,120.53</b>	<b>1,243,743.35</b>	<b>13,164,478.42</b>
<b>General Net</b>	<b>(714,839.22)</b>	<b>(732,782.47)</b>	<b>3,298,674.04</b>

Navarro County  
 June 2012  
 Financial Report  
 by Fund

	Budget	Current Month	YTD
<b>Flood Control</b>			
<b>Revenues</b>			
Property Taxes	240,846.00	2,476.56	232,117.40
Other	2,300.00	0.30	4,248.29
Total	243,146.00	2,476.86	236,365.69
<b>Expenditures</b>			
Flood Control Net	(156,854.00)	(523.14)	137,834.71
<b>Debt Service</b>			
<b>Revenues</b>			
Property Taxes	476,137.00	5,515.80	511,550.80
Other	1,500.00	0.30	496.03
Total	477,637.00	5,516.10	512,046.83
<b>Expenditures</b>			
Debt Svc. Net	(51,208.00)	5,516.10	8,606.83
<b>Road &amp; Bridge Pct. 1</b>			
<b>Revenues</b>			
Property Taxes	689,675.00	7,132.65	679,180.44
State of TX	23,367.50	0.00	10,806.20
Vehicle Registration	225,000.00	8,737.28	104,138.08
Fines & Forfeitures	135,000.00	0.00	103,698.36
Other	5,598.09	1,004.74	7,648.13
Total	1,078,640.59	16,874.67	905,471.21
<b>Expenditures</b>			
Personnel	422,995.00	29,073.16	277,061.11
Supplies	345,000.00	14,278.04	220,531.91
Other Svcs & Charges	194,900.00	13,979.81	178,896.15
Capital Outlay	113,760.00	7,813.29	79,789.11
Total	1,076,655.00	65,144.30	756,278.28
R & B #1 Net	1,985.59	(48,269.63)	149,192.93
<b>Road &amp; Bridge Pct. 2</b>			
<b>Revenues</b>			
Property Taxes	689,675.00	7,132.65	679,179.02
State of TX	25,496.02	0.00	12,934.73
Vehicle Registration	225,000.00	8,737.28	104,138.08
Fines & Forfeitures	135,000.00	0.00	103,698.37
Other	6,098.09	23.98	8,588.37
Total	1,081,269.11	15,893.91	908,538.57
<b>Expenditures</b>			
Personnel	499,842.00	36,078.75	322,900.09
Supplies	402,496.02	14,051.89	193,662.21
Other Svcs & Charges	331,100.00	6,887.85	84,232.72
Capital Outlay	86,610.00	5,550.65	68,955.85
Total	1,320,048.02	62,569.14	669,750.87
R & B # 2 Net	(238,778.91)	(46,675.23)	238,787.70

Navarro County  
June 2012  
Financial Report

	by Fund Budget	Current Month	YTD
<b>Road &amp; Bridge Pct. 3</b>			
<b>Revenues</b>			
Property Taxes	689,675.00	7,132.64	679,177.57
State of TX	32,007.94	0.00	19,446.65
Vehicle Registration	225,000.00	8,737.27	104,138.06
Fines & Forfeitures	135,000.00	0.00	103,698.36
Other	5,598.09	16.35	5,620.55
<b>Total</b>	<b>1,087,281.03</b>	<b>15,886.26</b>	<b>912,081.19</b>
<b>Expenditures</b>			
Personnel	530,650.00	42,486.11	377,200.73
Supplies	465,000.00	57,395.71	353,898.66
Other Svcs & Charges	183,170.94	11,837.63	92,690.56
Capital Outlay	106,111.00	3,425.87	40,610.83
<b>Total</b>	<b>1,284,931.94</b>	<b>115,145.32</b>	<b>864,400.78</b>
<b>R &amp; B #3 Net</b>	<b>(197,650.91)</b>	<b>(99,259.06)</b>	<b>47,680.41</b>
<b>Road &amp; Bridge Pct. 4</b>			
<b>Revenues</b>			
Property Taxes	689,675.00	7,132.65	679,178.98
State of TX	24,449.52	0.00	11,888.23
Vehicle Registration	225,000.00	8,737.27	104,138.06
Fines & Forfeitures	135,000.00	0.00	103,698.35
Other	5,798.10	4.23	5,321.70
<b>Total</b>	<b>1,079,922.62</b>	<b>15,874.15</b>	<b>904,225.32</b>
<b>Expenditures</b>			
Personnel	503,487.00	31,273.49	311,729.04
Supplies	536,449.52	30,784.45	331,951.07
Other Svcs & Charges	175,500.00	8,630.64	77,624.71
Capital Outlay	54,468.00	1,622.32	14,600.88
<b>Total</b>	<b>1,269,904.52</b>	<b>72,310.90</b>	<b>735,905.70</b>
<b>R &amp; B # 4 Net</b>	<b>(189,981.90)</b>	<b>(56,436.75)</b>	<b>168,319.62</b>
<b>Taxes Recorded for June 2012</b>			
General Fund		144,198.79	12,700,217.60
Flood Control		2,583.03	234,700.43
Debt Service		5,866.58	517,417.38
Road & Bridge		30,788.32	2,747,504.33
<b>Total</b>		<b>183,436.72</b>	<b>16,199,839.74</b>

RECEIVED

678

#25

WEST ORDER FORM - CLEAR® SERVICES

610 Opperman Drive, P.O. Box 64833  
St. Paul, MN 55164-1803  
Tel: 651/687-8000

AUG 01 2012

NAVARRO COUNTY  
AUDITOR'S OFFICE



THOMSON REUTERS

Check West account status below as applicable:

Rep Name & Number Randy Lysdale 0058144

New  (NACI Form attached)

Existing with no changes

Existing with changes  (Permanent name change must attach a Customer Name Change Form)

Does Subscriber have an existing West account?

Yes If yes, please provide West account number  
 No

Acct # 1003940122

PO #

Date 6/16/2012

Name/Subscriber Navarro County-North Texas HIDTA

Bill To Acct #

Order Confirmation Contact Name Lt. John Denk

E-Mail john.denk@nthidta.org

CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided) Lt. Don Harris

E-Mail donharris@nthidta.org

Telephone (972) 915-9552

CLEAR Primary Account Contact Name (general business contact) Lt. Don Harris

E-Mail donharris@nthidta.org

Telephone (972) 915-9552

Permanent Address Change

One-Time Ship To

Additional Ship To

Additional Bill To

Name

Attn:

Address

Suite/Floor

City

State

County

Zip

CLEAR Products

REQUIRED

IF NEEDED

Full Svc #	CLEAR Products	# of Users at Subscriber's Location	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly CLEAR Charges

Notes:

Total Monthly CLEAR Charges \$

CLEAR Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly CLEAR Charges will be billed as set forth herein. In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case. Any additional users added to any existing Per User product licensed by Subscriber shall be tied to the Minimum Term of the underlying Order Form for such product(s).

Subscriber's Initials for 24 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than % over the Monthly CLEAR Charges for the initial 12 months.

Subscriber's Initials for 36 Month CLEAR Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than % over the Monthly CLEAR Charges for the initial 12 months and Monthly CLEAR Charges for the third 12 months not to increase by more than % over the Monthly CLEAR Charges for the second 12 months.

Non-Government Subscribers Only: Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly CLEAR Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly CLEAR Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the Minimum Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement

CLEAR Batch Transactional

Full Svc #	CLEAR Batch Products	# of Users	Other

Notes:

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. CLEAR Charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the "Subscriber Agreement" (as defined herein). During the Minimum Term and thereafter (including any Renewal Term) CLEAR Charges for CLEAR Batch shall be billed at then-current Schedule A rates and are subject to change as set forth in the "Subscriber Agreement" (as defined herein).

Non-Government Subscribers Only: Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term") unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the Minimum Term, Subscriber's access to CLEAR Batch shall continue at up to then current rates until terminated by either party upon 30 days written notice to the other party.

Subscriber's Initials for longer Minimum Term. Please check:  24 or  36 month Minimum Term.

Office Use Only  
OF Instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.

CLEAR Batch Window

Full Svc #	CLEAR Batch Products	List	Other	Monthly Guarantee	# of Users	Monthly Window

Notes:

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. Subscriber shall guarantee monthly CLEAR Charges as set forth above ("Monthly Guarantee") regardless of Subscriber's actual usage. All CLEAR Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through the monthly window ("Monthly Window"), as set forth above. Subscriber shall pay all CLEAR Charges in excess of the Monthly Window as incurred, as well as any other CLEAR Charges (such as CLEAR Charges for other CLEAR products to which subscriber subscribes or CLEAR Excluded Charges). CLEAR Batch requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Guarantee or Monthly Window for such month. During the Minimum Term and thereafter (including any Renewal Term) underlying CLEAR Charges are subject to change as set forth in the "Subscriber Agreement" (as defined herein).

Non-Government Subscribers Only: Upon conclusion of the Minimum Term, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods ("Renewal Term"), and the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of an increase in the a Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Government Subscribers Only: Upon conclusion of the Minimum Term, the Monthly Guarantee will be billed thereafter at up to then-current rates. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Minimum Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

Subscriber's Initials for longer Minimum Term. Please check:  24 or  36 month Minimum Term.

Usage Logging

All subscribers will be restricted to "standard logging"; provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged". Authorized law enforcement agencies choosing Blind Logging must initial below: West reserves the right to change the logging type based on credentialing and account validation

Subscriber initials if Subscriber is an authorized law enforcement agency with arrest powers and requests Blind Logging

Required for, and applicable to, only accounts with arrest powers.

Subscriber Certification Section	
Required for all accounts that interact with, manage or house inmates or detainees.	
Subscriber Certifications must be completed for every order, including renewals.	
Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:	
<p>①</p> <p>initials</p> <p>AD</p> <p>AB</p> <p>AB</p>	<p><b>Subscriber's Initials.</b> Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.</p> <p><b>Subscriber's Initials.</b> Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.</p> <p><b>Subscriber's Initials.</b> Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.</p> <p><b>Subscriber's Initials.</b> CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:</p> <ul style="list-style-type: none"> <li>• In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.</li> <li>• Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.</li> <li>• No access shall be outsourced or otherwise provided to third parties.</li> <li>• Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.</li> </ul>

IP Address Section	
Only External IP Address(es) or Range(s) Must Be Provided	
Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements <u>must</u> be provided for all CLEAR orders:	
<ul style="list-style-type: none"> <li>• IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.</li> <li>• IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.</li> <li>• All IP addresses must be IPv4 addresses.</li> </ul> <p><i>Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber</i></p>	
Subscriber's Internet Service Provider Name _____	
Provide IP Address(es) or IP Address Range(s) below <small>Additional page(s) may be attached if needed</small>	
Beginning IP Address _____	Ending IP Address _____
Beginning IP Address _____	Ending IP Address _____
All CLEAR Subscribers will receive roaming access to CLEAR. Roaming permits users outside Subscriber's designated IP Address/Range.	
_____ Subscriber initials if Subscriber requests that roaming access be blocked. In such event Subscriber's users may only access CLEAR through the IP Addresses provided to West by Subscriber.	
If you do not know your company's external IP address(s), try the following:	
<ol style="list-style-type: none"> <li>1. Contact your network administration, firewall or security team</li> <li>2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)</li> <li>3. Go to the following URL in your browser: <a href="http://tools.whois.net/whois">http://tools.whois.net/whois</a> or <a href="http://www.whatismyip.com">http://www.whatismyip.com</a> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)</li> </ol>	
Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)	
Name (please print) _____	IF APPLICABLE
Telephone _____	
E-Mail _____	

CLEAR Users, My Account Administrator and Authorized QuickView+ User									
Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC	

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key	IN = Investigator AD = Administrator AN = Analyst	SV = Supervisor TC = Technical
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**CLEAR Users, My Account Administrator and Authorized QuickView+ User (cont'd)**

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

**Authorized My Account Administrator for CLEAR**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ E-Mail \_\_\_\_\_ (Required)

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

**Authorized CLEAR Password Holder for CLEAR QuickView+**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ E-Mail \_\_\_\_\_

**CLEAR Renewals**  
Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.  
\*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Mail #	CLEAR Products	Current Monthly CLEAR Charges*
41010940	CLEAR Investigator	\$920.20
Notes		

②\* **Subscriber's Initials for 12 Month Renewal Term\*\*** Subscriber agrees to commit to an additional 12 months and the Monthly CLEAR Charges for the such additional 12 months shall be 7 % more than the current Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms.

**Subscriber's Initials for 24 Month Renewal Term\*\*** Subscriber agrees to commit to an additional 24 months. The Monthly CLEAR Charges for the first additional 12 months shall be \_\_\_\_\_ % more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be \_\_\_\_\_ % more than the Monthly CLEAR Charges for the first additional 12 months.

**Subscriber's Initials for 36 Month Renewal Term\*\*** Subscriber agrees to commit to an additional 36 months. The Monthly CLEAR Charges for the first additional 12 months shall be \_\_\_\_\_ % more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be \_\_\_\_\_ % more than the Monthly CLEAR Charges for the first additional 12 months. The Monthly CLEAR Charges for the third additional 12 months shall be \_\_\_\_\_ % more than the Monthly CLEAR Charges for the second additional 12 months.

\*\* Effective at the end of the Minimum Term or current Renewal Term.

**Non-Government Subscribers Only:** Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly CLEAR Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly CLEAR Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

**Government Subscribers Only:** Upon conclusion of the Renewal Term designated above, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.



**CLEAR Batch Window Renewals**

Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.  
 \*Current Monthly Guarantee and the Monthly Window is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Mail #	CLEAR Batch Products	Current Monthly Guarantee*
Notes		

~~Subscriber's Initials for 12 Month Renewal Term\*\*~~ Subscriber agrees to commit to an additional 12 months and the Monthly Guarantee for the such additional 12 months shall be \_\_\_\_\_ % more than the current Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms

~~Subscriber's Initials for 24 Month Renewal Term\*\*~~ Subscriber agrees to commit to an additional 24 months. The Monthly Guarantee for the first additional 12 months shall be \_\_\_\_\_ % more than the Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Guarantee for the second additional 12 months shall be \_\_\_\_\_ % more than the Monthly Guarantee for the first additional 12 months.

~~Subscriber's Initials for 36 Month Renewal Term\*\*~~ Subscriber agrees to commit to an additional 36 months. The Monthly Guarantee for the first additional 12 months shall be \_\_\_\_\_ % more than the Monthly Guarantee in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly Guarantee for the second additional 12 months shall be \_\_\_\_\_ % more than the Monthly Guarantee for the first additional 12 months. The Monthly Guarantee for the third additional 12 months shall be \_\_\_\_\_ % more than the Monthly Guarantee for the second additional 12 months.

\*\* Effective at the end of the Minimum Term or current Renewal Term.

**Non-Government Subscribers Only:** Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly Guarantee for the Renewal Term(s) will remain unchanged unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of an increase in the a Monthly Guarantee after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. The Monthly Window shall remain unchanged during the Renewal Term(s). Excluded Charges may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

**Government Subscribers Only:** Upon conclusion of the Renewal Term, the Monthly Guarantee will be billed thereafter at up to then-current rates. The Monthly Window shall remain unchanged. Excluded Charges and Monthly Guarantee (after the Renewal Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred. After the Renewal Term, Subscriber's access to and use of CLEAR Services shall be governed by the Subscriber Agreement.

**Passwords.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**General Provisions.** This Order Form is subject to approval by West Publishing Corporation, ("West") in St. Paul, Minnesota shall become effective upon verification by West of Subscriber's credentials and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any, CLEAR Charges or open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

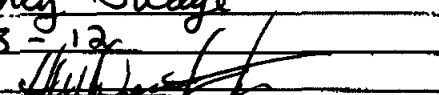
**Returns.** CLEAR Charges are non-refundable.

Full Svc #	CLEAR Products to be Lapsed	CLEAR Products

The CLEAR Services Subscriber Agreement and the applicable Schedule A price plan ("Subscriber Agreement") are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X Date \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name H.M. Davenport, Jr  
 Title County Judge  
 Date 8-13-12  
 Signature X 

For Credit Card Transactions only: Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_  
 Card # \_\_\_\_\_ Expir. Date \_\_\_\_\_ Total Amt. to Charge \_\_\_\_\_

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WEST.  
A Thomson Reuters business

Government Accounts Only

Addendum to West Order Form for WeatherPRO Orders

Subscriber: Navarro County - North Texas HIDTA

Account #: 1003940122

Date of Order Form: 8/15/2012

1. Effect of Addendum. The underlying Subscriber Agreement for Weather and CD-ROM licenses, West Order Form and Schedule A Plan 2 WeatherPRO (collectively the "Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Subscriber Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. Modification of Order Form-Non Availability of Funds. If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates).

West, a Thomson Reuters business

Subscriber

Accepted by: [Signature]  
Title: CR  
Date: 9/26/12

Signed: [Signature]  
Name (please print): Mark Davenport, Jr.  
Title: Navarro Co. Judge  
Date: 8-13-12

\*  
⑤

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# CLEAR® Services Subscriber Agreement

# WEST.

A Thomson Reuters business

AGREEMENT entered into between ("Subscriber") as set forth on the CLEAR Services order form ("Order Form") and WEST PUBLISHING CORPORATION ("West") regarding CLEAR and associated ancillary services ("Services"), as follows:

1. **Services.** Subscriber may subscribe to Services using West's proprietary databases and information obtained from West's suppliers by submitting a then-current Order Form. Services are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable CLEAR Schedule A, or as otherwise agreed to by the parties in writing.

2. **License.**

a. **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Services. Services consist of various West-owned and supplier databases, services, functions and remotely-accessed gateways, which may change from time to time. Access to certain Services may be restricted. Subscriber is licensed to use data made available through Services ("Data") solely for the permissible purposes identified herein or otherwise authorized by West in writing, which takes precedence over the license granted in this paragraph.

b. **Use Limitations/End User.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell, or otherwise use the information in any form or by any means, except (i) as expressly permitted by this Agreement, or (ii) with West's prior written permission. Downloaded information shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement. Subscriber shall not sell, license or distribute information (including printouts or downloaded information) to any other parties or use information as a component of or as a basis for any material offered for sale, license or distribution. Subscriber shall keep confidential any information that Subscriber receives from Services, except to Subscriber employees in the United States of America whose duties reasonably relate to the legitimate business purposes for which the information is requested. Subscriber warrants that it is the end user of the information, and agrees to limit use and dissemination of information from Services solely to the permissible uses stated by Subscriber in the application and online. Subscriber acknowledges that West is providing Data to support Subscriber's own processes and decisions, and Subscriber should not deny any service or access based solely on Data or results provided by West. Subscriber is responsible for any denial of services or access and Subscriber will not deny such service or access without first conducting an appropriate review and adjudication process. West may at its option exclude certain databases and information from the Services set forth herein, as the result of a modification in West policy, a modification of supplier agreements, a modification in industry standards, a security event or a change in law or regulation.

c. **Rights in Data.** Except for the license granted in this Agreement, all rights, title and interest in the databases and information, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and its suppliers. Subscriber shall use such information consistent with such rights, title and interest and notify West of any threatened or actual infringement thereof.

d. **Suppliers' Additional Terms.** Certain supplier services are governed by terms and conditions which are different from those set forth in this Agreement ("Suppliers' Additional Terms"). Subscriber will be given an opportunity to review Suppliers' Additional Terms by receiving notice of such Suppliers' Additional Terms online.

3. **Usage Restrictions and Information Protection.**

a. **Use of CLEAR Data.** Subscriber shall not use any Data and shall not distribute any Data to any other party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available through the Services, including but not limited to credit header data, motor vehicle data, driver license data, and voter registration data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA") and, the Driver's Privacy Protection Act ("DPPA"). Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to any other restrictions. If Subscriber is permitted to purchase motor vehicle records ("MVR Data") from West, without in any way limiting Subscriber's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- Subscriber shall not use any MVR Data provided by West, or portions of information contained therein, to create or update a file to the end that Subscriber develops its own source of driving history information.
- As requested by West, Subscriber shall complete any state forms that West is legally or contractually obligated to obtain from Subscriber before serving Subscriber with state MVR Data.
- West (and its suppliers) may conduct reasonable and periodic audits of Subscriber's use of MVR Data. Subscriber shall maintain for a period of three (3) years a complete and accurate record, including identity and purpose, of every access to

any Personal Information in MVR Data in its system. Further, in response to any audit, Subscriber must be able to substantiate the reason for each MVR Data order. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, that a change in law or policy requires such access restriction or that the terms of West's supplier agreements require West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its suppliers and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

b. **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 3.a. above, the European Union Directive on Data Protection (85/46) and all other applicable legal directives and applicable industry standards pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, drivers license number, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

4. **Charges and Modification of Charges.** Charges payable for access to Services ("CLEAR Charges") will be as stated on the Order Form and the Schedule A or as otherwise agreed upon by the parties in writing. CLEAR Charges shall commence on the date Subscriber first accesses Services or as otherwise stated on the Schedule A or Order Form. Except as may be otherwise set forth herein or in the Order Form, CLEAR Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Subscriber will pay all invoices in full within 30 days from date of invoice. CLEAR Charges are exclusive of applicable sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. If full payment is not made, Subscriber may be charged up to the maximum legal interest allowed under applicable law on any unpaid balance. Subscriber is responsible for all excluded charges as incurred ("Excluded Charges"). Excluded Charges are those CLEAR Charges that are associated with the Services that are not included in the fixed Monthly CLEAR Charges, as set forth on the Order Form. West may, at its option, make certain Services Excluded Charges if West is contractually bound or otherwise required to do so by a supplier of Data or if the Services are enhanced or released after the effective date of the Subscriber Agreement and Order Form. Subscriber's access to and use of any such excluded Services shall be billed to Subscriber at then current rates in addition to the fixed Monthly CLEAR Charges. West will compare Subscriber's actual CLEAR Charges which are the pro forma CLEAR Charges set forth in the Schedule A, against the then-current fixed Monthly CLEAR Charges. In the event Subscriber's actual CLEAR Charges exceed the then-current fixed Monthly CLEAR Charges by more than three (3) times at anytime during a month, West may limit access to five gateways for the remainder of such month.

5. **Subscriber Credentials.** Subscriber acknowledges and understands that West will only allow Subscriber to access Services if Subscriber's credentials can be verified in accordance with West internal credentialing procedures. Subscriber shall notify West immediately of any changes to the information on Subscriber's application for Services and, if at any time Subscriber no longer meets such credentialing requirements, West may terminate this Agreement.

6. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, DATA AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. NEITHER WEST NOR ITS SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH SUBSCRIBER OR TO WHOM SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY WEST'S OR ITS SUPPLIERS' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING DATA OR OTHERWISE PERFORMING THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER WEST NOR ITS SUPPLIERS UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. NOTWITHSTANDING THE FOREGOING, IF LIABILITY CAN BE IMPOSED ON WEST OR ITS SUPPLIERS, THEN SUBSCRIBER AGREES THAT WEST'S AND/OR ITS SUPPLIERS' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF WEST AND/OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, INCLUDING NEGLIGENCE, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE CLEAR CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC DATA OR SERVICE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY) WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. SUBSCRIBER COVENANTS AND PROMISES THAT IT WILL NOT SUE WEST AND/OR ITS SUPPLIERS FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF WEST AND/OR ITS SUPPLIERS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY ACTION AGAINST WEST AND/OR ITS SUPPLIERS, ALL IN CONSIDERATION OF THE RECEIPT BY SUBSCRIBER OF SERVICES AT THE RATES CHARGED BY WEST, HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO SUBSCRIBER ASSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM INVESTIGATORY WORK OR TO PERFORM SUCH INVESTIGATORY WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR ITS SUPPLIERS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, DATA OR SERVICES. NEITHER WEST NOR ITS SUPPLIERS MAKE ANY WARRANTY THAT ACCESS TO SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT THE PROVISION OF SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

7. **Subscriber Account Maintenance.** Subscriber is responsible for the administration and control of passwords by its employees, and shall identify a security administrator to coordinate with West. Subscriber shall manage all passwords, and notify West promptly if any password becomes inactive or invalid. Subscriber shall follow the policies and procedures of West with respect to account maintenance as same may be communicated to Subscriber from time to time.

8. **Indemnification.** Except as otherwise prohibited by law and without waiving any defenses to which it may be entitled, Subscriber hereby agrees to protect, indemnify, defend and hold harmless West and all its suppliers from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising from or in any way related to (i) the use, access or misuse of information by Subscriber (or any other party receiving such information from or through Subscriber), and (ii) Subscriber's breach of any representation, warranty or other provision of this Agreement.

9. **Limitation of Claims.** Except for claims relating to CLEAR charges or improper use of Services, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. **Term and Termination.** This Agreement will become effective upon verification by West of Subscriber's credentials in accordance with this Agreement and upon approval and acceptance by West in St. Paul, Minnesota. This Agreement and each Order Form may not be terminated by Subscriber prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(d) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation or may result in a risk to public safety, including but not limited to the safety of private individuals; and (iv) either party

may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, current and future Schedules, Additional Terms, and the like) sets forth the entire understanding between the parties regarding the subject matter of this Agreement and supersedes any and all prior understandings and agreements oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. **Notices.** Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 54833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address on the Order Form.

14. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicense or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

15. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Services shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

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CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: JOSHUA B. TACKETT

DEPARTMENT: DISTRICT CLERK

JOB TITLE: DISTRICT CLERK

JUSTIFICATION FOR ALLOWANCE:  
DATA USAGE, AS WELL AS call influx related  
to county business ... ie. after hours  
filing, date stamping etc.

DATE APPROVED/DECLINED IN COURT: 8/13/2012

EFFECTIVE DATE: 10/1/2012

AMOUNT: \$85.00

ADD  REMOVE  CHANGE

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

SIGNATURES:

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

DEPARTMENT HEAD: J. B. Tackett DATE: 8-8-12



**NAVARRO COUNTY DISTRICT CLERK**

**JOSHUA B. TACKETT**

P.O. BOX 1439  
300 WEST 3<sup>RD</sup> AVENUE, SUITE 201  
CORSICANA, TEXAS 75151

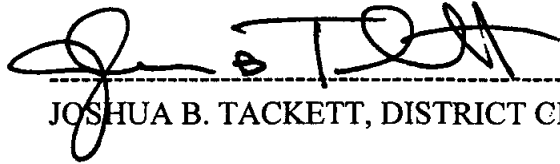
Phone: (903) 654-3040

FAX (903) 654-3088

Commissioner's Court,

The office of District Clerk requires that I am available for the filing and time stamping of documents at all times of the day or night. I have not asked until this point for the cell phone allowance that is available because I already paid cell phone service before taking office. Now that there has been an influx of data usage (via email and text) and phone calls, I would like to ask for it now. I have included the Cellular Phone Allowance Authorization form with this request.

Thank You,

 8-8-12  
-----  
JOSHUA B. TACKETT, DISTRICT CLERK

#29

688

NAVARRO COUNTY COMMISSIONERS COURT

SALARY GRIEVANCE COMMITTEE

Date 8-13-2012

NAME

1. James R. Pitts  
POBox 465 Blooming Grove, TX 76626
2. Diane Ivie  
290 SWCR 3050, Purdon, TX 756679
3. Raymond Linex  
106 Fermine Ave, Corsicana, TX 75110
4. James Roberts  
1412 Benton St., Corsicana, TX 75110
5. Dawn Haden  
5257 FM 55, Blooming Grove, 76626
6. Carol Motley  
201 NW CR 0017, Corsicana, TX 75110
7. Dennis Dvorak, Sr  
605 A Sunset Point Kerens, TX 75144
8. Paula Jordan  
1708 Woodland PL, Corsicana, TX 75110
9. Mike Hurford  
1208 Ficklin Cr Corsicana, TX 75110
10. Brian Ainsworth  
1205 FM 309 Kerens, TX 75144

11. Sheriff Les Cotten
12. Frank Hull Treasurer
13. Sherry Dowd County Clerk
14. Josh Tackett District Clerk
15. Russell Hudson Tax Assessor
16. Lowell Thompson DA