

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 25th day of March, 2013 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Jason Grant, David Warren, Dick Martin, and James Olsen.

1. 10:05 A.M. Motion to convene by Comm. Olsen sec by Comm. Grant
All voted aye motion carried
2. Opening prayer by Commissioner Martin
3. Pledge of Allegiance
4. Public Comments-No comments

CONSENT AGENDA

Motion to approve the consent agenda items 5-7 by Comm. Martin Sec by Comm. Warren
All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of March 11, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including payroll (paid 3/15/13)
7. Motion to approve minutes of the February 7th, 2013 Planning and Zoning meeting
TO WIT PG 287

REGULAR AGENDA

8. No action taken on Burn Ban remains off
9. Consideration to Proclaim Silver Parham Day, Navarro County
10. Motion to accept the February 2013 Treasurer's Report, Frank Hull by Comm. Olsen sec by Comm. Warren
TO WIT PG 288-289
All voted aye motion carried
11. Motion to approve update on Commissioner's Court Minute package with ACS for the County Clerk's Office contingent upon District Attorney reviewing contract by Comm. Olsen sec by Comm. Grant
TO WIT PG 290-299

All voted aye motion carried

12. Motion to approve 13th Judicial District Court Order relating to reappointment of County Auditor and staff by Comm. Martin sec by Comm. Grant
All voted aye motion carried **TO WIT PG 300-301**
13. Motion to approve motor grader repairs in the amount of \$32,878.68 to be made by RDO Equipment Co. for, Pct 3 by Comm. Warren sec by Comm. Martin
All voted aye motion carried
14. Motion to approve intergovernmental transfer of certain Navarro County tax funds to serve as the non-federal share of Medicaid supplemental payments to Navarro Regional Hospital for 1st Quarter 2013 (Navarro County's Q-2) under the HSHC 1115 Demonstration Waiver Program (amount not to exceed state computed cap) \$125,000 by Judge Davenport sec by Comm. Martin
All voted aye motion carried
15. Motion to approve special exception to modify the Barry VFD Contract and to fund an additional apparatus by Comm. Grant sec by Comm. Olsen
All voted aye motion carried
16. No action taken on moving funding of one Fire Truck from Roane VFD to Barry VFD Pct. 1
17. Motion to approve transfer from Seizure Trust account \$10,000 to Seizure Machinery and Equipment # 960-560-575 by Comm. Olsen sec by Comm. Grant
All voted aye motion carried
18. Motion to approve a Specific Use Permit for an RV park for Kelly Murphy, property is located off of Hwy 287 just west of bridge; property is zoned commercial and is also being used as storage by Comm. Martin sec by Comm. Warren
All vote aye motion carried
19. Motion to approve replat of Village Woods lot 27A for Bill Westall contingent upon Tarrant County Water District Senior Land agent approval by Comm. Warren sec by Comm. Grant
All voted aye motion carried
20. Motion to approve to go into Executive Session Pursuant to the Texas Government Code Section 551.074 to discuss Personnel by Comm. Martin sec by Comm. Warren
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. Grant Sec by Comm.

Martin

All voted aye motion carried

21. No action taken on Executive Session pursuant to the Texas Government Code Section 551.074 to discuss Personnel

22. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation by Comm. Martin Sec by Comm. Warren

Motion to come out of Executive Session Pursuant to the TX Gov Code 551.071 to discuss Pending/Anticipated Litigation by Comm. Grant sec by Comm. Martin

All voted aye motion carried

23. Motion approve action taken on Executive Session Pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation to approve Judge Davenport to negotiate and sign agreement with Home Depot involving Home Depot settlement by Comm. Olsen sec by Comm. Warren
All voted aye motion carried

24. 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 MARCH 25th 2013.

SIGNED 25th DAY OF MARCH 2013.


SHERRY DOWD, COUNTY CLERK



H7

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NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Osha Joles - Addressing



Stanley Young - Environmental Services
Robert Gray - Environmental Services

www.co.navarro.tx.us

PLANNING AND ZONING COMMISSION MINUTES

February 7th, 2013

5:00 P.M.

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

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

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

Item #2 on the agenda was consideration of the minutes of the January 3rd, 2013 Planning and Zoning meeting. Motion to approve by Commissioner Newton, second by Commissioner Sigman, all voted aye.

Item #3 on the agenda was Consideration of Shiloh Vistas Subdivision for Dick Martenson. The subdivision consists of 3 lots located near the intersection of SE CR 2160 & SE CR 2140. Motion to approve by Commissioner Irvine, second by Commissioner Bancroft, all voted aye.

Item #4 on the agenda was discussion about compressors with respect to oil and gas activities around Richland-Chambers Lake. The Board spoke about the possibility of invoking the right to determine on a case-by-case basis if an electric generator should be required in lieu of a gas compressor with respect to noise. The Board asked the Director to do more research into the functionality of electric versus gas compressors as well as what other entities are requiring for sound proofing around compressors. The Director will do more research into the topic and report back to the Board at the next meeting.

Adjourn.

#10

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AFFIDAVIT SUBMITTED BY
Frank Hull
 NAVARRO COUNTY TREASURER

STATE OF TEXAS
COUNTY OF NAVARRO
 February, 2013



I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

Whereas, Section 114.026 of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

Whereas, the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on March 25, 2013 which is attached hereto and has determined that the Treasurer's Report is correct.

It is therefore ordered, that the Navarro County Treasurer's Report which is attached is approved as presented by the Navarro County Treasurer to the Commissioner's Court of Navarro County, Texas and this Order Approving the Navarro County Treasurer's Report are to be entered into the Minutes.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (c) have been met with the examination of this report.

 H. M. Davenport Jr. - County Judge

 Jason Grant - Commissioner Pct. 1

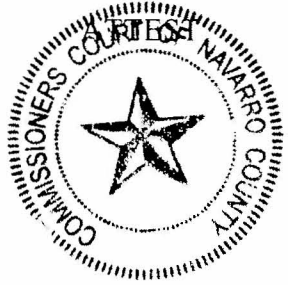
 Richard Martin - Commissioner Pct. 2

 David Warren - Commissioner Pct 3

 James Olsen - Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 25 Th day of March, 2013 by H. M. Davenport, Jr., Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.

 Sherry Dowd - Navarro County Clerk

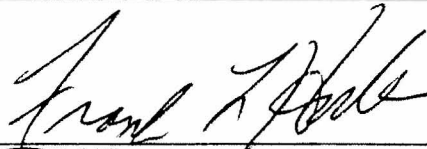


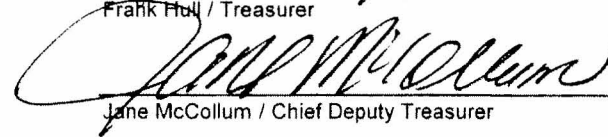
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NAVARRO COUNTY, TEXAS
 REPORT OF CASH AND INVESTMENTS
 FOR THE MONTH OF FEBRUARY, 2013

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	4,296,014.60	6,272,083.53		1,828,209.10	8,739,889.03	4,090.91	823,366.79	74.56	9,563,255.82
COMMUNITY SUPERVISION	282,439.78	78,409.14		86,853.03	273,995.89	160.74	91,128.61	8.25	365,124.50
JUVENILE PROBATION	60,109.38	30,820.66		24,479.07	66,450.97	31.66	35,787.78	3.23	102,238.75
FLOOD CONTROL	667,903.82	99,240.57		7,600.00	759,544.39	416.29	2,116.28	0.28	761,660.67
ROAD & BRIDGE - PCT 1	291,769.68	352,850.56		84,314.19	560,306.05	268.64	87,402.64	7.91	647,708.69
ROAD & BRIDGE - PCT 2	336,317.53	352,369.55		104,395.93	584,291.15	268.64	175,500.49	15.89	759,791.64
ROAD & BRIDGE - PCT 3	231,001.46	354,267.68		78,103.95	507,165.19	268.65	119,674.22	10.84	626,839.41
ROAD & BRIDGE - PCT 4	380,229.40	352,369.59		75,325.85	657,273.14	268.65	30,975.24	2.80	688,248.38
H.I.D.T.A.	12,784.67	181,579.34		175,056.39	19,307.62	9.48	-	-	19,307.62
H.I.D.T.A. SEIZURE	255.26	0.15		-	255.41	0.15	1,664.98	0.21	1,920.39
DEBT SERVICE	320,026.03	217,314.84		505,405.00	31,935.87	93.84	2,138.40	0.28	34,074.27
CAPITAL PROJECTS	253,843.22	146.05		-	253,989.27	146.05	104,923.95	9.47	358,913.22
SHERIFF SEIZURE	157,109.45	90.34		834.75	156,365.04	90.34	147,995.90	13.36	304,360.94
DISTRICT ATTY FORF	23,210.25	13.35		-	23,223.60	13.35	110,073.08	9.95	133,296.68
HEALTH INSURANCE	418,896.64	204,312.13		609,913.02	13,295.75	104.90	11,721.53	1.09	25,017.28
ECONOMIC DEVELOPMENT	210.79	0.12		-	210.91	0.12	2,108.10	0.28	2,319.01
TRUST	1,516,610.12	65,163.25		57,578.51	1,524,194.86	909.90	256,931.98	23.29	1,781,126.84
LAKE TRUST	229.93	0.13		-	230.06	0.13	93,303.97	8.46	93,534.03
REVOLVING & CLEARING	835,235.88	6,868,803.93		6,803,170.37	900,869.44	633.56	750.02	-	901,619.46
PAYROLL FUND	5,740.24	894,576.89		894,532.64	5,784.49	44.25	-	-	5,784.49
DISBURSEMENT FUND	1,377.43	2,266,517.47		2,266,337.54	1,557.36	179.93	-	-	1,557.36
TOTAL	10,091,315.56	18,590,929.27		13,602,109.34	15,080,135.49	8,000.18	2,097,563.98	190.15	17,177,699.45

	CURRENT MONTH	YTD
INTEREST EARNED:	8,190.33	31,543.32


 Frank Hull / Treasurer 3-18-13
Date


 Jane McCollum / Chief Deputy Treasurer 3-18-13
Date



NAVARRO COUNTY AUDITOR'S OFFICE

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

2013 MAR 25 AM 8:50
JOSHUA B. JACKSON
DISTRICT CLERK
NAVARRO COUNTY, TEXAS

FILED

Terri Gillen, First Assistant
Brittney Simon, Internal Auditor
Anne Johnson, Assistant
Natalie Robinson, Assistant
Gloria Turner, Assistant
Patty Wells, Assistant

Kathy B. Hollomon, CPA
County Auditor

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

March 22, 2013

ADDITIONAL OATH OF OFFICE

I, Kathy B. Hollomon, CPA, do solemnly swear (or affirm) that I have previously held the following positions of trust:

Year(s)	Position of Trust
2009 - 2013	Navarro County Auditor
2006 - 2009	Executive Director, United Way of Navarro County
1985 - 1990	Tax Manager, Gulf Resources & Chemical Corp. & Jerold B. Katz Interests
1981 - 1985 &	Audit & Tax Supervisor and Manager, KPMG
1990 - 1994	

I swear (or affirm) that I have the qualifications required by Texas Local Government Code Section 84.006 for the position of County Auditor. I also swear (or affirm) that I have met the continuing education requirements (see attached) of Local Government Code Section 84.005 and that I will not be personally interested in a contract with the county.

Kathy B. Hollomon
Kathy B. Hollomon, CPA

SWORN TO and subscribed before me by affiant on this 25th day of March, 2013.

(Seal)

[Signature]
Honorable James Lagomarsino,
13th District Judge



Texas State Board of Public Accountancy

William Treacy, Executive Director

HOLLOMON, KATHY LEE BARGER - Individual Licensee Review CPE Courses Previously Reported

Your license fees have been paid and your license has been Issued.

[Licensee Menu](#) [Logout](#) [Contact the Board](#) | [Terms of Use](#)

CPE Courses Previously Reported

The following courses that were reported in a prior business day have been used to calculate the CPE requirement for your next unissued license period.

License Period	Type	Date Taken	Hours	Method	Sponsor ID	Sponsor	Course ID	CPE Course
MAR 01, 2012 - FEB 28, 2013	Tech	04/21/2011	19.00	Participant		National HIDTA Assistance Center		Financial Management of HIDTA Funds
	Tech	05/06/2011	21.90	Participant	000628	LBJ School of Public Affairs	PA11016a & b	53rd County Auditors Institute
	Tech	05/25/2011	16.00	Participant	103133	Government Finance Officers Association		105th Annual Conf, Navigating the New Normal in Gov Finance
	Tech	07/08/2011	15.50	Participant	005850	Texas Association of County Auditors		On the Road Area Training, Granbury, TX
	Non tech	10/19/2011	16.50	Participant	005850	TEXAS ASSOCIATION OF COUNTY AUDITORS		Fall Conference
	Ethics	10/18/2011	4.00	Participant	007467	Prof Accounting Seminars Inc		Ethical Business Decisions by TX CPAs
	TOTAL			92.90				
MAR 01, 2013 - FEB 28, 2014	Tech	05/11/2012	18.90	Participant	000628	LBJ SCH OF PUBLIC AFFAIRS, C & T	PA12012A-C,12022	54th County Auditors Institute
	Tech	10/12/2012	19.50	Participant	005850	TEXAS ASSOCIATION OF COUNTY AUDITORS	VARIOUS	TACA Fall Conference
	Non tech	08/22/2012	5.50	Participant	008566	SKILLPATH SEMINARS	NASBA 107691	Conference for Women
	Non tech	02/13/2013	10.00	Participant	007716	CENTER FOR PUBLIC MANAGEMENT		Texas Public Funds Investment Act
	TOTAL			53.90				

Course methods are: A-Participant, B-Instructor, C-Author, D-Correspondence.

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NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

LESLIE KIRK
OFFICIAL REPORTER

CALVIN GRAY
BAILIFF

JAMES LAGOMARSINO
JUDGE, 13TH JUDICIAL DISTRICT COURT
NAVARRO COUNTY COURTHOUSE
300 W. 3RD AVE., SUITE 202
CORSIANA, TEXAS 75110
(903) 654-3020 PHONE (903) 872-2704 FAX
WEBSITE: WWW.CO.NAVARRO.TX.US/IPS/CMS

FILED
2013 MAR 25 AM 8:49
JOSHUA B. TACKETT
DISTRICT CLERK
NAVARRO COUNTY, TX
DEPUTY

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Kathy Holloman, do solemnly swear that I will faithfully execute the duties of the office of Navarro County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Kathy Holloman on this 25th day of March, 2013.

Signature of Person Administering Oath

JAMES LAGOMARSINO
Printed Name

DISTRICT JUDGE
Title

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

CALVIN GRAY
BAILIFF

LESLIE KIRK
OFFICIAL REPORTER

JAMES LAGOMARSINO

JUDGE, 13TH JUDICIAL DISTRICT COURT

NAVARRO COUNTY COURTHOUSE

300 W. 3RD AVE., SUITE 202

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DISTRICT CLERK
NAVARRO COUNTY, TX
DEPUTY

In the name and by the authority of

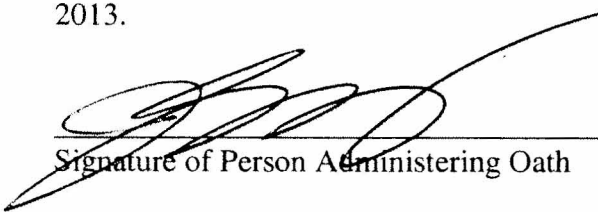
The State of Texas

OATH OF OFFICER

I, Kathy Holloman, do solemnly swear that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.


Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Kathy Holloman on this 25th day of March, 2013.


Signature of Person Administering Oath

JAMES LAGOMARSINO
Printed Name

DISTRICT JUDGE
Title

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

LESLIE KIRK
OFFICIAL REPORTER

CALVIN GRAY
BAILIFF

JAMES LAGOMARSINO
JUDGE, 13TH JUDICIAL DISTRICT COURT
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(903) 654-3020 PHONE (903) 872-2704 FAX
WEBSITE: WWW.CO.NAVARRO.TX.US/IPS/CMS

FILED
2013 MAR 25 AM 8:50
JOSHUA B. JACQUET
DISTRICT CLERK
NAVARRO COUNTY, TX
DEPUTY

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Terri Gillen, do solemnly swear that I will faithfully execute the duties of the office of Navarro County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Terri Gillen

Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Terri Gillen on this 25th day of March, 2013.

[Signature]

Signature of Person Administering Oath

JAMES LAGOMARSINO

Printed Name

DISTRICT JUDGE

Title

295

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

LESLIE KIRK
OFFICIAL REPORTER

CALVIN GRAY
BAILIFF

JAMES LAGOMARSINO

JUDGE, 13TH JUDICIAL DISTRICT COURT
NAVARRO COUNTY COURTHOUSE

300 W. 3RD AVE., SUITE 202
CORSICANA, TEXAS 75110

(903) 654-3020 PHONE (903) 872-2704 FAX

WEBSITE: WWW.CO.NAVARRO.TX.US/IPS/CMS

2013 MAR 25 AM 8:50
JOSHUA B. JACOBETT
DISTRICT CLERK
NAVARRO COUNTY, TX
CLERK

FILED

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Patty Wells, do solemnly swear that I will faithfully execute the duties of the office of Navarro County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Patty Wells
Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Patty Wells on this 25th day of March, 2013.

[Signature]
Signature of Person Administering Oath

JAMES LAGOMARSINO
Printed Name

DISTRICT JUDGE
Title

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

CALVIN GRAY
BAILIFF

LESLIE KIRK
OFFICIAL REPORTER

JAMES LAGOMARSINO

JUDGE, 13TH JUDICIAL DISTRICT COURT
NAVARRO COUNTY COURTHOUSE
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FILED
2013 MAR 25 AM 8:50
JOSHUA B. TACKETT
DISTRICT CLERK
NAVARRO COUNTY, TX
DEPUTY

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Natalie Robinson, do solemnly swear that I will faithfully execute the duties of the office of Navarro County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Natalie Robinson on this 25th day of March, 2013.

Signature of Person Administering Oath

JAMES LAGOMARSINO
Printed Name

DISTRICT JUDGE
Title

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

LESLIE KIRK
OFFICIAL REPORTER

CALVIN GRAY
BAILIFF

JAMES LAGOMARSINO

JUDGE, 13TH JUDICIAL DISTRICT COURT
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300 W. 3RD AVE., SUITE 202
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FILED
2013 MAR 25 AM 8:50
JOSHUA B. TACKETT
DISTRICT CLERK
NAVARRO COUNTY, TX
DEPUTY

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Gloria Turner, do solemnly swear that I will faithfully execute the duties of the office of Navarro County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Gloria Turner
Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Gloria Turner on this 25th day of March, 2013.

[Signature]
Signature of Person Administering Oath

JAMES LAGOMARSINO
Printed Name

DISTRICT JUDGE
Title

270

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

LESLIE KIRK
OFFICIAL REPORTER

CALVIN GRAY
BAILIFF

JAMES LAGOMARSINO

JUDGE, 13TH JUDICIAL DISTRICT COURT
NAVARRO COUNTY COURTHOUSE
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2013 MAR 25 AM 8:50
JOSHUA B. TACKETT
DISTRICT CLERK
NAVARRO COUNTY, TX
CLERK

FILED

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Anne Johnson, do solemnly swear that I will faithfully execute the duties of the office of Navarro County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Anne Johnson
Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Anne Johnson on this 25th day of March, 2013.

[Signature]
Signature of Person Administering Oath

JAMES LAGOMARSINO
Printed Name

DISTRICT JUDGE
Title

271

NAVARRO COUNTY



MELISSA BUTLER
COURT COORDINATOR

CALVIN GRAY
BAILIFF

LESLIE KIRK
OFFICIAL REPORTER

JAMES LAGOMARSINO

JUDGE, 13TH JUDICIAL DISTRICT COURT
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2013 MAR 25 AM 8:50
JOSHUA B. TACKETT
DISTRICT CLERK
NAVARRO COUNTY, TX
DEPUTY

FILED

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Brittney Simon, do solemnly swear that I will faithfully execute the duties of the office of Navarro County Auditor of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State so help me God.

Brittney Simon
Signature of Person Taking Oath

SWORN TO AND SUBSCRIBED before me by Brittney Simon on this 25th day of March, 2013.

[Signature]
Signature of Person Administering Oath

JAMES LAGOMARSINO
Printed Name

DISTRICT JUDGE
Title



A **xerox** Company

Sales Order #

CUSTOMER NO 289570	DATE 3/13/2013	Platform NA	Cost center (Sales support)
------------------------------	-------------------	-----------------------	-----------------------------

Please use **new** customer number from the customer list.

B Hon. Sherry Dowd - County Clerk	S
I County Clerk's Office	H
L Navarro County Courthouse - Box 423	I same
L Corsicana, Texas 75151	P
T	T
O	O

E-mail address: sdowd@navarrocounty.org

CUSTOMER CONTACT: Sherry Dowd PHONE: 903-654-3036 P.O. NO.: _____

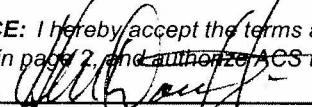
SALES REP: Roach SALES REP'S NO.: 313643

PRODUCT - sales support	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
				\$ -
				\$ -
				\$ -
	Install/Train New Commissioner's Court Minutes package.		\$150/month	
	Convert existing commissioner's court records on 20/20			\$ -
	Billing to begin after installation and thru current			\$ -
	agreement through Feb 2016.			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
8840104	Freight			\$ -
SUBTOTAL				\$ -

TAX %
i.e. .08 or .0725

SALES TAX \$0.00

FREIGHT F.O.B.

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize ACS to proceed on this matter as set forth herein.
CUSTOMER SIGNATURE:  DATE: _____

SALES APPROVAL _____ TOTAL \$ -

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to ACS within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this agreement, then ACS shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. ACS shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requestd ACS to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes ACS to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL ACS BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY-FIVE PERCENT (25%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL ACS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST ACS ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL ACS BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to ACS, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: ACS shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of ACS, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from ACS within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, ACS may terminate this agreement for breach. Termination by ACS shall be effective upon written notice to Customer. Customer agrees to discontinue use of all ACS-owned materials no later than the effective date of termination and return such ACS owned materials to ACS within thirty (30) calendar days after termination.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides ACS with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and condtions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Work being performed by ACS throughout the project is earned as completed; therefore, in the event the Customer cancels this sales order without cause, the Customer shall equitably compensate ACS for all services performed through the effective date of the cancellation.

Stop Work: ACS is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will ACS be required to perform services or provide deliverables in the absence of available funding.