

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON TUESDAY THE, 12TH DAY OF OCTOBER, 2010 AT 10:00 A.M., IN THE COMMISSIONERS CONFERENCE ROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-NO COMMENTS

**CONSENT AGENDA**

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 -7 BY OLSEN SEC  
BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF  
SEPTEMBER 13TH, 2010, SEPTEMBER 20<sup>TH</sup>, 2010 AND SEPTEMBER 21ST,  
2010
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR
7. APPROVE THE MINUTES FROM THE AUGUST 5TH, 2010 PLANNING  
AND DEVELOPMENT MEETING **TO WIT PG 546-547**

**REMARKS: JUDGE DAVENPORT DECLARED WILDFIRE DISASTER  
BURN BAN BACK ON**

**REGULAR AGENDA**

8. MOTION TO APPROVE TECHNOLOGY FUND FOR PRECINCT 2  
JUSTICE OF THE PEACE FOR NEW CELL PHONE BY HOLT SEC BY  
HERRINGTON  
ALL VOTED AYE MOTION CARRIED

9. MOTION TO APPROVE 1985 MACK TRUCK VIEN  
#1M2N179YIGA003445, AS SURPLUS, PRECINCT 1 BY HERRINGTON  
SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE MONTHLY TAX COLLECTION SUMMARY  
REPORT FOR THE MONTH OF SEPTEMBER 2010 BY OLSEN SEC BY  
WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 548-552**
11. MOTION TO APPROVE HOLIDAYS FOR DECEMBER 31, 2010 AND ALL  
OF 2011 AS READ BY JUDGE DAVENPORT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 553**
12. MOTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN  
NAVARRO COUNTY AND CITY OF EMHOUSE, FOR THE NOVEMBER 2,  
2010 LOCAL OPTION ELECTION BY HERRINGTON SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 554-556**
13. MOTION TO APPROVE BUILDING FENCE ON SWCR 0010 IN ANGUS ON  
SUBDIVIDED PROPERTY IN PRECINCT 3 FOR FENCE TO BE BUILT 6  
(SIX) WIRE FOR OUR 1/3 PARTITION FROM THE CITY BY JUDGE  
DAVENPORT SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE REQUEST FOR CELLULAR PHONE FOR  
DISTRICT ATTORNEY OFFICE EFFECTIVE 10/1/10 AS BUDGETED BY  
HERRINGTON SEC BY OLSEN **TO WIT PG 557-559**  
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE USE OF GENERAL FUND INSTEAD OF SALARY  
FUND TO FUND PAYROLL FOR FY 2011 IN ACCORDANCE WITH  
LOCAL GOVERNMENT CODE SECTION 154.007(a) BY OLSEN SEC BY  
WARREN  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE XEROX COPIER FOR THE DISTRICT  
ATTORNEYS OFFICE BY HERRINGTON SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED **TO WIT PG 560**

17. MOTION TO APPROVE REPLAT OF LOTS 1, 2, 3, 4, 20, & 21 OF RUSTLING OAKS PHASE I BY BLAS SAUSEDA BY WARREN SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE THE COUNTY CHOICE SILVER SUPPLEMENTAL PROGRAM WITH TEXAS ASSOCIATION OF COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL FOR NAVARRO COUNTY RETIREES BY HERRINGTON SEC BY HOLT **TO WIT PG 561-563**  
ALL VOTED AYE MOTION CARRIED
19. MOTION TO APPROVE OF LEASE AGREEMENT BETWEEN PRECINCT 1 AND JOHN DEERE CREDIT FOR A TRACTOR AND MOWER BY HERRINGTON SEC BY WARREN **TO WIT PG 564-576**  
ALL VOTED AYE
20. WORKSHOP FOR NEW EMPLOYEE PERSONNEL POLICY
21. MOTION TO ADJOURN BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR OCTOBER 12, 2010.

SIGNED 12 DAY OF OCTOBER, 2010.

  
\_\_\_\_\_  
SHERRY DOWD, COUNTY CLERK





## NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

**Phil Seely - Director**

**Becky Garrett - Addressing**

**Stanley Young - Environmental Services**

**Robert Gray - Environmental Services**

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

[pseely@navarrocouny.org](mailto:pseely@navarrocouny.org)

Phone: (903) 875-3312

Fax: (903) 875-3314

### PLANNING AND ZONING COMMISSION MINUTES

August 5th, 2010

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 – present

Carroll Sigman – absent

Vicki Farmer – absent

Dennis Bancroft – present

Charles Irvine – present

Eben Dale Stover – absent

Vice Chairman Moe –absent

Conrad Newton – present

Wayne McGuire - present

Bill Spae – present

Dolores Baldwin – absent

Caleb Jackson – absent

Jeff Smith - present

Item #2 on the agenda was consideration of the minutes of the July 1, 2010 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Chairman Bancroft, all voted aye.

Item #3 on the agenda was consideration of a final plat of Baybridge Phase II by owner Jerry Jackson. Motion to approve by Commissioner Smith, second by Commissioner Newton, all voted aye.

Item #4 on the agenda was consideration of a specific use permit #10-425 for Bradley Plank. This request is for a storage building (10'x10') to be located on lot 27, block 1 of the Francisco Bay subdivision. Motion to approve by Commissioner Spae, second by Commissioner Watkins, all voted aye.

Item #5 on the agenda was consideration of a specific use permit #10-424 for MEN Water Supply Corporation. This request is for a water pumping and storage facility to be located off South Highway 287 on SE CR 3172, tract 5D. Motion to approve by Commissioner Bancroft, second by Commissioner Irvine, all voted aye.

Item #8 was taken out of order.

Planning and Zoning Minutes  
Page 2  
August 5<sup>th</sup>, 2010

Item #8 on the agenda was consideration of a replat of lots 1,2,3,4,5,20 & 21 of Rustling Oaks Phase I by Blas Sauseda. Motion to table by Commissioner Newton, second by Commissioner Spae, all voted aye.

Item # 6 on the agenda was a public hearing to discuss a request for a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. This well is located off FM 416 in the David H. Love Survey, Rash # 1. The hearing was opened and the Commission began the continuation of accepting evidence from the applicant. After two (2) hours the applicant completed their presentation of evidence. The public hearing was then opened up to adjacent property owners to begin their presentation of evidence. The hearing was then recessed after two (2) hours and will be continued at a future date.

Item # 7 on the agenda was consideration of a special exception to drill a gas well subject to statewide rule 36 (hydrogen sulfide) for Chinn Exploration. The discussion will be opened at a future date.

Adjourn.

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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 5

01 #

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2010

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>								LEVY
CURRENT	51,197.32		10,062.36	61,259.68	2,711.61	58,548.07	12,146.08	15,513,534.57
DELINQUENT	13,622.96		5,018.58	18,641.54	1,382.85	17,258.69	3,406.49	%
TOTAL	64,820.28	-	15,080.94	79,901.22	4,094.46	75,806.76	15,552.57	0.33%
<b>NAVARRO COLLEGE</b>								LEVY
CURRENT	9,855.83		1,936.26	11,792.09		11,792.09	2,330.69	3,013,737.80
DELINQUENT	2,860.47	-	1,084.64	3,945.11		3,945.11	720.21	%
TOTAL	12,716.30	-	3,020.90	15,737.20	-	15,737.20	3,050.90	0.33%
<b>CITY OF RICE</b>								LEVY
CURRENT	1,482.92	-	281.51	1,764.43	76.85	1,687.58	352.90	111,678.45
DELINQUENT	138.60		44.35	182.95	12.75	170.20	36.58	%
TOTAL	1,621.52	-	325.86	1,947.38	89.60	1,857.78	389.48	1.33%
<b>CITY OF KERENS</b>								LEVY
CURRENT	3,000.79		596.70	3,597.49		3,597.49	719.48	244,872.02
DELINQUENT	873.26	-	314.31	1,187.57		1,187.57	237.53	%
TOTAL	3,874.05	-	911.01	4,785.06	-	4,785.06	957.01	1.23%
<b>CITY OF CORSICANA</b>								LEVY
CURRENT	21,036.08	-	4,158.52	25,194.60		25,194.60	5,013.02	7,513,503.60
DELINQUENT	5,821.71	-	2,333.89	8,155.60		8,155.60	1,570.64	%
TOTAL	26,857.79	-	6,492.41	33,350.20	-	33,350.20	6,583.66	0.28%

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NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2010

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>								LEVY
CURRENT	53.24		10.65	63.89		63.89	12.78	15,241.67
DELINQUENT	5.26		1.68	6.94		6.94	1.39	%
TOTAL	58.50	-	12.33	70.83	-	70.83	14.17	0.35%
<b>CITY OF EMHOUSE</b>								LEVY
CURRENT	85.96	-	17.19	103.15		103.15	20.63	8,598.91
DELINQUENT				-		-		%
TOTAL	85.96	-	17.19	103.15	-	103.15	20.63	1.00%
<b>CITY OF RICHLAND</b>								LEVY
CURRENT	21.91	-	4.20	26.11		26.11	5.22	14,105.26
DELINQUENT	26.05		12.74	38.79		38.79	7.76	%
TOTAL	47.96	-	16.94	64.90	-	64.90	12.98	0.16%
<b>CITY OF GOODLOW</b>								LEVY
CURRENT	21.70	-	4.14	25.84	1.15	24.69	5.16	3,018.27
DELINQUENT	13.97		15.30	29.27	3.90	25.37	4.72	%
TOTAL	35.67	-	19.44	55.11	5.05	50.06	9.88	0.72%
<b>CITY OF FROST</b>								LEVY
CURRENT	834.56		163.57	998.13	45.06	953.07	199.62	70,744.20
DELINQUENT	95.60		30.59	126.19	8.13	118.06	25.24	%
TOTAL	930.16	-	194.16	1,124.32	53.19	1,071.13	224.86	1.18%
<b>CITY OF DAWSON</b>								LEVY
CURRENT	92.04		18.01	110.05		110.05	21.22	69,133.57
DELINQUENT				-		-		%
TOTAL	92.04	-	18.01	110.05	-	110.05	21.22	0.13%

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NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2010

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY-BLOOMING GROVE</b>								LEVY
CURRENT	657.85		131.59	789.44		789.44	157.89	93,120.68
DELINQUENT	69.45		27.63	97.08		97.08	19.41	%
TOTAL	727.30	-	159.22	886.52	-	886.52	177.30	0.71%
<b>NAVARRO COUNTY ESD #1</b>								LEVY
CURRENT	495.30	-	97.69	592.99	26.85	566.14	118.55	109,001.80
DELINQUENT	136.81	-	44.10	180.91	11.80	169.11	36.64	%
TOTAL	632.11	-	141.79	773.90	38.65	735.25	155.19	0.45%
<b>BLOOMING GROVE ISD</b>								LEVY
CURRENT	5,528.00		1,083.68	6,611.68		6,611.68	1,302.17	1,382,061.05
DELINQUENT	1,106.57		400.56	1,507.13		1,507.13	301.42	%
TOTAL	6,634.57	-	1,484.24	8,118.81	-	8,118.81	1,603.59	0.40%
<b>DAWSON ISD</b>								LEVY
CURRENT	1,891.25		373.67	2,264.92		2,264.92	453.00	1,205,100.46
DELINQUENT	1,057.73		436.45	1,494.18		1,494.18	297.08	%
TOTAL	2,948.98	-	810.12	3,759.10	-	3,759.10	750.08	0.16%
<b>RICE ISD</b>								LEVY
CURRENT	8,770.60		1,688.55	10,459.15		10,459.15	2,091.82	1,154,992.39
DELINQUENT	1,095.73		297.02	1,392.75		1,392.75	159.27	%
TOTAL	9,866.33	-	1,985.57	11,851.90	-	11,851.90	2,251.09	0.76%
<b>GRAND TOTAL</b>	<b>131,949.52</b>	<b>-</b>	<b>30,690.13</b>	<b>162,639.65</b>	<b>4,280.95</b>	<b>158,358.70</b>	<b>31,774.61</b>	

MEMO:

TOTAL COLLECTED	<u>194,414.26</u>
ROLLBACK TAXES	<u>                    </u>
TAX CERTIFICATES	<u>1,560.00</u>
HOT CK FEES	<u>20.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>96.84%</u>	GOODLOW	<u>75.97%</u>
COLLEGE	<u>96.78%</u>	FROST	<u>92.96%</u>
RICE	<u>95.61%</u>	CITY-DAWSON	<u>92.00%</u>
KERENS	<u>95.46%</u>	CITY-BL GROVE	<u>95.68%</u>
CORSICANA	<u>97.29%</u>	NC ESD #1	<u>95.66%</u>
BARRY	<u>93.84%</u>	B G ISD	<u>95.00%</u>
EMHOUSE	<u>85.36%</u>	DAWSON ISD	<u>96.12%</u>
RICHLAND	<u>86.96%</u>	RICE ISD	<u>95.40%</u>

TOTAL TAX REPORT - SEPTEMBER 2010.xls

Prepared by Gail Smith  
Navarro County Tax Office

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NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH OF SEPTEMBER 2010

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	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	41,766.77	8,204.36	49,971.13	2,211.10	47,760.03	9,907.54
ROAD & BRIDGE	8,707.52	1,715.70	10,423.22	462.17	9,961.05	2,067.14
FLOOD CONTROL	723.03	142.30	865.33	38.34	826.99	171.40
<b>TOTAL</b>	<b>51,197.32</b>	<b>10,062.36</b>	<b>61,259.68</b>	<b>2,711.61</b>	<b>58,548.07</b>	<b>12,146.08</b>
<b>DELINQUENT TAXES</b>						
COUNTY	11,218.63	4,138.72	15,357.35	1,139.68	14,217.67	2,807.41
STATE	-	-	-	-	-	-
ROAD & BRIDGE	2,198.91	804.97	3,003.88	222.55	2,781.33	547.95
FLOOD CONTROL	205.42	74.89	280.31	20.62	259.69	51.13
<b>TOTAL</b>	<b>13,622.96</b>	<b>5,018.58</b>	<b>18,641.54</b>	<b>1,382.85</b>	<b>17,258.69</b>	<b>3,406.49</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	52,985.40	12,343.08	65,328.48	3,350.78	61,977.70	12,714.95
STATE		-		-		-
ROAD & BRIDGE	10,906.43	2,520.67	13,427.10	684.72	12,742.38	2,615.09
FLOOD CONTROL	928.45	217.19	1,145.64	58.96	1,086.68	222.53
<b>TOTAL</b>	<b>64,820.28</b>	<b>15,080.94</b>	<b>79,901.22</b>	<b>4,094.46</b>	<b>75,806.76</b>	<b>15,552.57</b>

COUNTY TAX REPORT  
Prepared by Gail Smith  
Navarro County Tax Office

**HOLIDAYS FOR 2011**

<b>NEW YEARS DAY</b>	<b>DECEMBER 31</b>	<b>FRIDAY</b>
<b>MARTIN L. KING JR.</b>	<b>JANUARY 17</b>	<b>MONDAY</b>
<b>PRESIDENTS' DAY</b>	<b>FEBRUARY 21</b>	<b>MONDAY</b>
<b>GOOD FRIDAY</b>	<b>APRIL 22</b>	<b>FRIDAY</b>
<b>MEMORIAL DAY</b>	<b>MAY 30</b>	<b>MONDAY</b>
<b>INDEPENDENCE DAY</b>	<b>JULY 4</b>	<b>MONDAY</b>
<b>LABOR DAY</b>	<b>SEPTEMBER 5</b>	<b>MONDAY</b>
<b>COLUMBUS DAY</b>	<b>OCTOBER 10</b>	<b>MONDAY</b>
<b>VETERANS' DAY</b>	<b>NOVEMBER 11</b>	<b>FRIDAY</b>
<b>THANKSGIVING</b>	<b>NOVEMBER 24 &amp; 25</b>	<b>THURSDAY</b> <b>FRIDAY</b>
<b>CHRISTMAS</b>	<b>DECEMBER 23 &amp; 26</b>	<b>FRIDAY</b> <b>MONDAY</b>

#12


554

**INTERLOCAL COOPERATION AGREEMENT BETWEEN NAVARRO COUNTY AND THE CITY OF EMHOUSE REGARDING PLACEMENT OF AN EARLY VOTING SITE**

NEED FOR RECORD

2010 OCT -6 PM 3: 07

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into by and between Navarro County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), and the City of Emhouse, a governmental entity of the State of Texas (hereinafter referred to as "CITY.")

SANDBA PARKER  
NAVARRO CO. ELECTIONS  
BY:  DEPUTY

**WHEREAS**, the COUNTY provides election administration services to cities located in Navarro County; and

**WHEREAS**, the CITY being located within Navarro County intends to call a Local Option Election during the November 2, 2010 General Election; and

**WHEREAS**, the CITY desires to provide convenient access to the early voting location for its citizens for the Local Option Election; and

**WHEREAS**, both the COUNTY and CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to Texas Government Code Chapter 791.011 (a), whereby the COUNTY and the CITY will agree upon the terms of said written agreement;

**NOW, THEREFORE**, the COUNTY and the CITY mutually agree as follows:

**I.  
TERM OF AGREEMENT**

- A. The COUNTY and the CITY mutually agree that the term of this Agreement will be from the date it is formally and duly executed by both the COUNTY and the CITY until November 2, 2010.
- B. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return mail receipt requested, to the other party at the addresses set out herein. Upon termination of this Agreement, neither party will have any obligations to the other party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

**II.  
COUNTY RESPONSIBILITIES**

- A. The COUNTY through the Navarro County Elections Administrator will provide staffing, equipment and all other needed materials for an Early Voting site at the Emhouse Community Center for the City of Emhouse's Local Option Election and the November 2, 2010 General Election.

**III.**

## CITY RESPONSIBILITIES

- A. The CITY will reimburse the COUNTY up to the sum of \$1,420.00 subject to additional charges as needed, in exchange for the COUNTY's supervision of Early Voting for the City of Emhouse's Local Option Election.

### IV.

## GENERAL PROVISIONS

- A. **General Administration:**  
The COUNTY and the CITY will designate their respective representatives for the general administration of this Agreement.
- B. **Alteration, Amendment or Modification:**  
This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement.
- C. **Notice:**  
All notices sent pursuant to this Agreement will be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

Notices sent pursuant to this Agreement will be sent to the Navarro County Elections Administrator's Office at the following address:

*Navarro County Elections Administrator  
Danda Parker  
P.O. Box 1018  
Corsicana, Texas 75151*

Notices sent pursuant to this Agreement may be delivered or sent to the City at the following address:

*Johnny Pattison  
Mayor, City of Emhouse  
3825 Joe Johnson  
Corsicana, Texas 75110*

When notices sent pursuant to this Agreement are mailed by registered or certified mail, notices will be deemed effective three (3) days after deposit in a U.S. mail box or at a U.S. postal office.

- D. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not effect the remaining provisions of this Agreement.
- E. **Breach:**  
The failure of either party to comply with the terms and conditions of this Agreement will constitute a breach of this Agreement. Either party will be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other party.

**F. Non-Waiver:**

The waiver by either party of a breach of this Agreement will not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

**G. Entire Agreement:**

This Interlocal Cooperative Agreement constitutes the entire Agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement will be valid or binding.

**H. Terms used in Document:**

As used in this Agreement, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement", and "Contract" are synonymous.

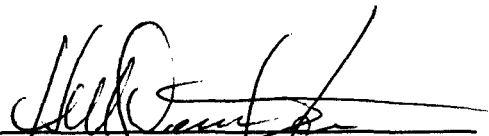
**I. Non-Defined Terms:**

If not specifically defined in this Agreement, words and phrases used in this Agreement will have their ordinary meaning as defined by common usage.

EXECUTED THIS 12 day of October 2010.

Navarro County


Attest:

By:   
Honorable H. M. Davenport  
Navarro County Judge

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2010.

City of Emhouse

Attest:

By:   
Mayor

#14



**NAVARRO COUNTY AUDITOR'S OFFICE**

**Terri Gillen**, First-Assistant  
**Junefe Beard**, Internal Auditor  
**Jeannie Keeney**, Assistant  
**Ann Tanner**, Assistant  
**Julie Jennings**, Assistant

**Kathy B. Hollomon, CPA**

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

Phone: (903) 654-3095

e-mail: khollomon@navarrocounty.org

Fax: (903) 654-3097

October 7, 2010

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

Re: Request for Agenda Items

Please include the following on the agenda for the Commissioner Court meeting scheduled to be held October 12, 2010.

Consideration of approving request for cellular phone for District Attorney effective 10/1/10, as budgeted

Consideration of approving use of general fund instead of salary fund to fund payroll for FY 2011 in accordance with Local Government Code Section 154.007(a)

If you have any questions regarding this request, please contact me.

Sincerely,

Kathy B. Hollomon  
County Auditor

Cc: Sherry Dowd, County Clerk  
Julie Ferguson, Commissioner's Administrative Assistant

CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: R. Lowell Thompson

DEPARTMENT: D.A. Office

JOB TITLE: D.A.

JUSTIFICATION FOR ALLOWANCE:  
cell phone use for on call.

DATE APPROVED/DECLINED IN COURT: \_\_\_\_\_

EFFECTIVE DATE:  10/1/10

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: [Signature] DATE: 9/30/10

DEPARTMENT HEAD: [Signature] DATE: 9/30/10

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# onecle

Search

## Court Opinions

- US Supreme Court
- US Tax Court
- Board of Patent Appeals

## Texas Local Government Code - Section 154.007. Use Of General Fund Instead Of Salary Fund

[Legal Research Home](#) > [Texas Lawyer](#) > [Local Government Code](#) > Texas Local Government Code - Section 154.007. Use Of General Fund Instead Of Salary Fund

## State Laws

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§ 154.007. USE OF GENERAL FUND INSTEAD OF SALARY FUND. (a) At its first regular meeting in the first month of each fiscal year, the commissioners court may direct, by order entered in its minutes, that all money that otherwise would be deposited in a salary fund created under this chapter shall be deposited in the general fund of the county.

(b) In a county in which the order is adopted, a reference in this chapter to a salary fund means the general fund.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Section: [Previous](#) [153.003](#) [154.001](#) [154.002](#) [154.003](#) [154.004](#) [154.005](#) [154.006](#) [154.007](#) [154.008](#) [154.009](#) [154.010](#) [154.011](#) [154.021](#) [154.022](#) [154.023](#) [Next](#)

*Last modified: August 11, 2007*

## US Code

- Copyrights
- Crimes
- Labor
- Patents
- Shipping

## US Constitution

- Preamble
- Art. I - Legislative
- Art. II - Executive
- Art. III - Judicial
- Art. IV - States' Relations
- Art. V - Mode of Amendment
- Art. VI - Prior Debts
- Art VII - Ratification

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# Lease Agreement



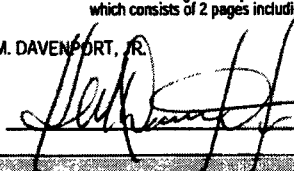
Customer: NAVARRO, COUNTY OF

**Bill To:** COUNTY OF NAVARRO  
AUDITOR  
300 W 3rd Ave  
Corsicana, TX 75110-4603  
  
Tax ID#: 1  
  
Negotiated Contract : 071712302

**Install:** COUNTY OF NAVARRO  
DISTRICT ATTORNEY  
300 W 3rd Ave  
Corsicana, TX 75110-4603

Solution			
Item	Product Description	Agreement Information	Requested Install Date
1. W7346P (WC 7346P PRINTER)	<ul style="list-style-type: none"> <li>- Advanced Finisher</li> <li>- High Cap Tandem Tray</li> <li>- 1 Line Fax &amp; Ifax</li> <li>- Scanning Enabl.kit</li> <li>- Customer Ed</li> </ul>	Lease Term: 60 months Purchase Option: FMV	- Xerox WCP245 S/N UTV868815 Trade-In as of Payment 43
			11/17/2010

Monthly Pricing					
Item	Lease	Print Charges			Maintenance Plan Features
		Volume	Volume Band	Per Print Rate	
1. W7346P	\$462.14	1: Meter 1	1 - 8,000	Included	- Consumable Supplies Included for all prints - Pricing Fixed for Term
			8,001+	\$0.0084	
		2: Meter 2	1 - 250	Included	
			251+	\$0.0890	
<b>Total</b>	<b>\$462.14</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.  Signer: H.M. DAVENPORT, JR. Signature:  Date: 10-12-10	Thank You for your business! This Agreement is proudly presented by Xerox and <b>Peggy Rush</b> <b>(903)874-6377</b> For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>



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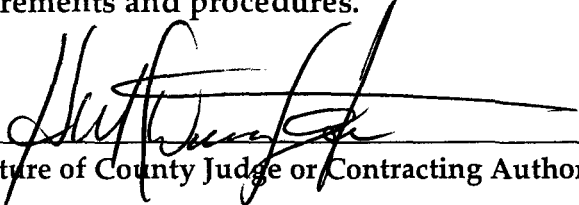


## UnitedHealthcare Supplement Plan

### PROGRAM REQUIREMENTS & PROCEDURES

#### Acknowledgement

NAVARRO COUNTY (Group Name) acknowledges the attached document has been read and agrees to comply with the retiree program requirements and procedures.

  
 \_\_\_\_\_  
 Signature of County Judge or Contracting Authority

10-12-10  
 \_\_\_\_\_  
 Date

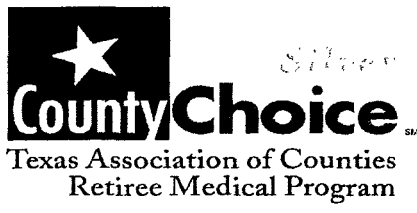
H. M. DAVENPORT, JR.  
 \_\_\_\_\_  
 Print Name

COUNTY JUDGE  
 \_\_\_\_\_  
 Title

If there are questions about requirements and procedures please contact Melissa Lopez at 800-456-5974 ext. 3463.

**PLEASE PROVIDE A COPY OF THIS NOTICE TO YOUR  
 PRIMARY CONTACT AND BILLING CONTACT**

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### UnitedHealthcare Group Authorization Form

NAVARRO COUNTY (Group Name) elects to offer CountyChoice Silver, retiree medical benefits program and authorizes its retirees to participate in UnitedHealthcare. Furthermore, the group agrees to comply with the participation requirements listed below.

Effective date for retiree benefits: January 1, 2011.

Group must complete the following requirements:

- Sign New Group Program Requirements and Procedures form
- Sign completed Member Contact Designation form

Indicate below plan selection and billing method that will be offered to your retirees:

PLAN OPTIONS (Select one):

- MEDICAL ONLY Premium \$194.00  
(Allows retirees to select their own prescription coverage at their own expense)
- MEDICAL AND PRESCRIPTION Premium \$361.00  
(Prescription coverage provided by UHC to all retirees)

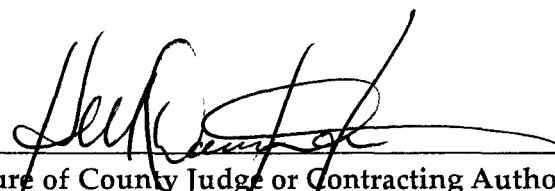
NOTE: If you choose a medical plan with RX optional, retirees have the option to elect RX coverage elsewhere at their own expense. RX is not available as a standalone benefit.

BILLING OPTIONS (Select one):

- LIST (the Employer pays 100% of premiums); the monthly invoice is sent to the Employer.
- DIRECT (the Employer pays \$0 premium); the invoice is sent to the retiree monthly.
- SPLIT\* (the Employer pays a portion of the premium); employer must indicate the contribution levels below for Employer and for Retirees. Invoices will be created and sent to the Employer for the Employer portion and to the Retiree for any remaining balance.

\*Split Bill- indicate amount paid per month:

By Retiree \$ \_\_\_\_\_  
 By Employer \$ \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature of County Judge or Contracting Authority

10-12-10  
 \_\_\_\_\_  
 Date

H. M. DAVENPORT, JR - COUNTY JUDGE  
 \_\_\_\_\_  
 Print Name and Title



Silver

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### Member Contact Designations

NAVARRO COUNTY

(Group Name)

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

Name: RUBY COKER

Title: NAVARRO COUNTY TREASURER

Address: 300 W. 3rd AVE #17  
CORSICANA, TEXAS 75110

Phone: (903) 654-3090

Fax: (903) 875-3391

Email: rcoker@navarrocounty.org

**Primary Contact:** Main contact for daily matters pertaining to the retiree benefits.

Name: JANE MCCOLLUM

Title: ASSISTANT TREASURER

Address: 300 W. 3rd AVE. #17  
CORSICANA, TEXAS 75110

Phone: (903) 654-3090

Fax: (903) 875-3391

Email: jmccollum@navarrocounty.org

**Billing Contact:** Responsible for receiving all invoices relating to retiree benefits.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

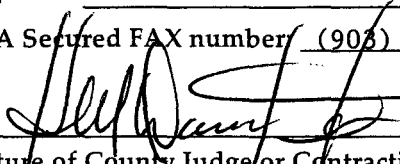
Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

HIPAA Secured FAX number (903) 875-3391

  
 \_\_\_\_\_  
 Signature of County Judge or Contracting Authority  
H. M. DAVENPORT, JR COUNTY JUDGE

10-12-10  
Date

Please PRINT Name and Title

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**JOHN DEERE**  
CREDIT

Application ID: 11007751  
Version Number: 5  
**FIXED RATE CONTRACT**  
Consumer & Commercial Equipment

**RETAIL INSTALLMENT CONTRACT - SECURITY AGREEMENT**

Contract Begin Date : 10/12/2010

<b>SELLER'S NAME AND ADDRESS</b>		
<b>BRAZOS VALLEY EQUIPMENT COMPANY</b> 402 NORTH I-45 ENNIS, TX 75119	DEALER NUMBER  04-0871	PHONE NUMBER  972-878-9691

<b>BORROWER'S NAME AND PHYSICAL ADDRESS</b>			
<b>NAVARRO COUNTY PCT 1</b> 300 W 3RD AVE CORNICANA, TX 75110-4603	BORROWER'S TAX ID NUMBER **_***1092	BORROWER'S PHONE NO. 903-654-3097	TYPE OF BUSINESS State Government
BORROWER RESIDES IN (County/State) NAVARRO, TX		BORROWER AGREES TO KEEP GOODS IN (County/State) NAVARRO, TX	
NAME AND TITLE OF SIGNING OFFICER KATHY B HOLLOWON - AUDITOR			

- Parties.** This Retail Installment Contract ("Contract") is entered into between Seller ("we", "us" or "our") and the buyer(s) indicated above ("you" or "your"). If more than one buyer is indicated, each buyer shall be jointly and severally liable for all of the obligations under this Contract.
- Loan.** Having been quoted both a cash sale price and a time sale price for the equipment and/or services described below (the "Equipment"), you have elected to purchase the Equipment from us for that time sale price under the terms set forth in this Contract. All attachments and accessories itemized on this Contract and all replacements, parts and repairs to the Equipment shall form part of the Equipment.
- Installment Payments.** In addition to any down payment, you agree to pay us the Amount Financed, together with finance charges from the Date Finance Charge Begins, at the Annual Percentage Rate, by remitting each of the Installment Payments on or before the due dates indicated. Any amounts applied to this Contract will be applied first to any late charges, any charges for dishonored checks and any other fees or costs due under this agreement, then to finance charges, computed on the date the payment is received and the remainder to the Amount Financed. You agree that your payments will be applied as of the date of receipt if received by 11:00 a.m. Central Time Monday through Friday (otherwise next business day); but if payment is not accompanied by the payment stub, is not in the envelope we provided, includes other items such as other checks, staples or paper clips, or is not received at that location, credit may be delayed up to five days. This Contract is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Installment Payments and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any scheduled payment which is not received by its due date, you agree to pay us interest on the unpaid amount at a rate of 20% per annum on that scheduled payment, but in no event more than the maximum lawful rate, from the due date until paid. However, if the Seller's place of business is in Minnesota, the late charge will be the lesser of 5% of the past due amount and \$6.24 and no late charge will be due if the Seller's place of business is in West Virginia and the Amount Financed above is \$45,000 or less. Restrictive endorsements on checks you send to us will not change or reduce your obligations to us. We will not lose any rights if we accept late or partial payments or delay enforcing our rights under this Contract. If a check or electronic payment authorization you give us is dishonored upon first presentment, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. No such fee will be due if the Seller's place of business is in Minnesota, or if the Seller's place of business is in West Virginia and the Amount Financed above is \$45,000 or less. Also, if the Seller's place of business is in California, you agree to pay us a fee of \$35.00 for each subsequent check passed on insufficient funds, or the maximum amount permitted by law, whichever is less. Installment Payments and other payments, including proceeds of insurance or any sale of the Equipment, may be applied, at our discretion and in spite of any instructions you may provide, to any obligation you may have to us or any assignee of this Contract or any affiliate of that

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

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Revision Date: June 2009		Application ID: 11007751	Version Number: 5		



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assignee. If the total of all payments made by you exceeds the total of all amounts due under this Contract by less than \$25.00, we may retain such excess. However, if the Seller's place of business is in Minnesota, we will not retain more than \$1.00.

<u>EQUIPMENT PURCHASED</u>					
QTY.	NEW/USED	MFR.	MODEL	EQUIPMENT DESCRIPTION	AMOUNT
1	NEW	JD	5083	5083E Tractor	\$31,200.00
PRODUCT ID NO. LV5083E261545					
1	NEW	ALM	BA50	50" Boom-Axe Rotary Mower Head	\$10,600.00
PRODUCT ID NO. EKII-01434					

<u>TRADE-IN and CASH DOWN PAYMENT</u>					
QTY.	MFR.	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT ID NO.	AMOUNT
1	JD	6200	Utility Tractors Allowance: \$7,500.00    Payoff Amount: \$0.00 Lien Holder: Payoff Account: Phone Number:	L06200A142112	\$7,500.00
TOTAL TRADE-IN:					\$7,500.00
CASH DOWN PAYMENT:					\$0.00
RENTAL APPLIED:					\$0.00
TOTAL TRADE-IN PLUS CASH DOWN:					\$7,500.00

<u>INSTALLMENT PAYMENTS</u>		
DATE FINANCE CHARGE BEGINS: October 12, 2010		
The first Installment Payment Due Date is November 12, 2010 and each successive Installment Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below;		
NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	DUE DATE
48	\$820.15	November 12, 2010

The amounts shown below as Finance Charge, Total of Payments and Total Sale Price are estimates based upon the assumption that payments will be made on the scheduled payment due date according to the installment schedule. The actual Finance Charge, Total of Payments, and Total Sale Price may vary depending upon the early or late payment of scheduled installments.

<u>ITEMIZATION OF AMOUNT FINANCED</u>		
SALES TAX (Paid to Govt. Agencies)		\$0.00
CASH PRICE (Including Tax)	1	\$41,800.00
TOTAL DOWN PAYMENT (Sum of Trade-in & Cash Down Payment)	2	\$7,500.00
UNPAID BALANCE OF CASH PRICE (The amount credited to your account with us)	3	\$34,300.00
INSURANCE (Physical Damage Paid to Insurance Companies)	4	\$0.00
ORIGINATION FEES	4A	\$270.00
OFFICIAL FEES (Paid to Public Officials)	5	\$10.00
TEXAS HEAVY EQUIPMENT TAX	5A	\$0.00
AMOUNT FINANCED (Lines 3, 4, 4A, 5 & 5A (If Applicable) ) The amount of credit provided to you.	6	\$34,580.00
FINANCE CHARGE (Based on Line 6) The dollar amount the credit will cost you.	7	\$4,787.20
TOTAL OF PAYMENTS (Lines 6 & 7) The amount you will have paid after you have made all payments as scheduled.	8	\$39,367.20
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)		6.50%
TOTAL SALE PRICE (Lines 1, 4, 4A, 5, 5A (If Applicable), & 7) The total price of your purchase on credit, including the Total Down Payment of \$7,500.00.		\$46,867.20

**4. Prepayment.** You may prepay your obligations under this Contract in full at any time by paying the unpaid principal balance and any earned and unpaid finance charges. The unpaid principal balance includes any origination fee. If applicable law requires us to refund any of the origination fee upon prepayment, you agree that we may retain an amount equal to that amount as a prepayment penalty.

**5. Security Interest; Missing Information.** You grant us a security interest in the Equipment (and all proceeds thereof) to secure all of your obligations under this Contract and any other obligations which you may have to us or any assignee of this Contract or any affiliate of that assignee, now or in the future and you agree that any security interest you previously granted to us or any assignee of

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

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this Contract or any affiliate of that assignee shall also secure your obligations under this Contract. Upon receipt of all amounts due and to become due under this Contract, we will release our security interest in the Equipment provided no event of default has occurred and is continuing. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Contract, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds; and (d) file a financing statement(s) which describes either the Equipment or all equipment currently or in the future financed by us. You irrevocably authorize anyone in possession of information regarding the location, maintenance, operation and condition of the Equipment to provide all of that information to us upon our request.

**6. Equipment Maintenance, Operation and Use.** You agree to (a) **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES;** (b) operate and maintain the Equipment in accordance with all (1) applicable laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; and (e) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

**7. Insurance.** You agree, at your cost, to maintain all-risk insurance coverage with respect to the Equipment for no less than its full replacement value, naming us (and our successor and assigns) as sole loss payee. You may choose who provides that insurance, but that insurance must be with an insurer that is authorized to do business in your state or an eligible surplus lines insurer and policies acceptable to us. Your obligation to insure the Equipment continues until all your other obligations under this Contract are satisfied. Each insurance policy must provide that (1) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; (2) the insurer will give us at least 30 days' prior written notice before any cancellation of, non-renewal of, or material change to, the policy; and (3) such coverage shall be primary over any insurance purchased by us (or our affiliates).

Unless you provide us with evidence of the required insurance coverages, we may, but are not required to, purchase insurance, at your expense, to protect our interests in the Equipment and charge you an insurance fee on which we may make a profit. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Contract. **THE COST OF THE INSURANCE MAY BE MORE THAN THE COST OF THE INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. THE COVERAGES OF THAT INSURANCE MAY BE DIFFERENT FROM THE COVERAGES OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.** You agree to pay us the cost of any insurance plus a \$150 insurance placement and service fee. You will immediately pay that amount to us or we may, at our sole discretion, add that cost to the Account Balance and increase the required Installment Payments accordingly.

If a default occurs, you authorize us to cancel the insurance on the Equipment and apply any returned premiums to the Account Balance.

If the cost of the insurance was included in the Amount Financed, that insurance will terminate (a) if your debt to us is discharged, (b) if we release our security interest in the Equipment, (c) if a default occurs and we cancel the insurance, (d) if the Equipment is repossessed, (e) if the Floater Policy under which you purchased that insurance terminates, or (f) on the due date of the final scheduled Installment Payment.

**8. Loss or Damage.** Until all of your obligations under this Contract are satisfied, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Contract will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the Account Balance. Upon receipt of the Account Balance, we will release our security interest in the Equipment. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any assignee of this Contract or any affiliate of that assignee.

**9. Default.** We may determine you to be in default if: (a) you fail to remit to us any Installment Payment or other payment when due; (b) you breach any other provision of this Contract; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy, attachment, execution or insolvency law or you or any such guarantor make an assignment for the benefit of creditors; (e) a default occurs under any other agreement between you (or any of your affiliates) and us

**THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE**

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Revision Date: June 2009



(or any assignee of this Contract or any affiliate of that assignee); (f) you or any guarantor merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies or becomes incompetent; (g) you fail to maintain the insurance required by this Contract; or (h) if for any reason, we deem the debt or the Equipment to be insecure. Time is of the essence under this Contract.

**10. Remedies.** If we determine that you are in default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Account Balance as of the date of such default, without presentment or demand or notice of intent to declare all of that indebtedness immediately due and payable (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under this Contract and any other agreement between you and us (or any assignee of this Contract or any affiliate of that assignee); (d) require you to deliver the Equipment to us in the manner outlined below, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under this Contract, with you remaining liable for any deficiency; (g) require you to reimburse and indemnify us for all losses, claims, damages and expenses of any kind or nature whatsoever incurred in connection with the Equipment or this Contract and/or the enforcement of our remedies hereunder including, without limitation, repossession, repair and collection costs, damage awards, attorneys' fees and court and bankruptcy fees and costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by this Contract which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. In no event will the costs and expenses referred to in this section be more than those allowed by law. If we determine that you are in default, all Equipment must be delivered to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, as determined by us in our sole discretion.

**11. Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in this Contract or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Contract or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.


**12. Representations and Warranties.** You represent, warrant and covenant to us so long as this Contract is in effect, that: (a) you will not change your name without giving us at least 30 days' prior written notice; (b) each document you sign and deliver to us is duly authorized, executed and delivered by you, and is your valid, legal and binding agreement, enforceable in accordance with its terms; (c) the execution, delivery and performance by you of this Contract does not (and will not) violate any applicable law or breach any order of court or other governmental agency, or of any undertaking you are a party to or by which you or any of your properties are bound; (d) you will comply with all applicable laws, ordinances and regulations; (e) upon execution of this Contract, we shall have good and marketable title to any trade-in equipment free and clear of all liens and encumbrances whatsoever, (f) all information you have given to us is true, accurate and complete; (g) since the date of the most recent financial information given to us, no material adverse change in your business, assets, or prospects has occurred; (h) you will promptly deliver to us such financial statements, reports and other information as we may request; (i) the Equipment was selected by you; (j) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (k) the safe operation and the proper servicing of the Equipment were explained to you; (l) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (m) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (n) the Equipment is in good condition and repair (operating and otherwise); (o) the Equipment shall be used only for the purpose indicated herein, will remain in your possession and will not be sold, rented or leased; and (p) you will pay all taxes assessed on the Equipment.

Unless you are an individual, you also represent, warrant and covenant to us that: (a) you are and will remain duly organized, validly existing and in good standing under the laws of your jurisdiction of organization; (b) you are qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (c) you will not change your jurisdiction of organization or organization type without at least 30 days' prior written notice to us; and (d) the execution, delivery and performance by you of this Contract will not breach any provision of your organizational documents.

If you are an individual, you agree not to move your residence to a different county or state without at least 30 days' prior written notice to us.

**13. Governing Law; Jurisdiction; Venue. THIS CONTRACT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE**

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

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Revision Date: June 2009



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WITH, THE LAWS OF THE STATE OF THE SELLER'S PLACE OF BUSINESS, WHERE THIS CONTRACT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. It is further expressly agreed that finance and origination charges will not be charged in excess of the highest rate specified in the laws of that state and that future adjustments will be made to avoid the payment of interest in excess of such limits.

You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

14. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any manufacturer(s) of the Equipment, but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Contract supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of this Contract can be amended, waived or terminated except by a writing signed by both you and us. This Contract may be signed in separate counterparts that, together, will constitute one document. A paper or facsimile transmission copy of your signature or an electronic signature shall constitute an original signature under applicable law for all purposes. If a court finds any part of this Contract to be invalid or unenforceable, the remainder of this Contract will remain in effect. You permit us to monitor and record telephone conversations between you and us. You agree that by providing us any telephone number, including a mobile phone number, we and any debt collector we retain can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls. All of our rights shall remain in effect after the expiration or termination of this Contract.

You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under this Contract, or refunded to you.

THE TERMS OF THIS CONTRACT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS CONTRACT, YOU AGREE TO THE TERMS ON ALL PAGES. THIS CONTRACT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.

NAVARRO COUNTY PCT 1

Date Agreement Signed 10-12-10

BRAZOS VALLEY EQUIPMENT COMPANY

(Seller's Name)

By: Kathy B. Hollomon 10/12/10  
KATHY B HOLLOMON, AUDITOR (Date Signed)

By: Rickie Bunk  
(Seller's Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC8002	10/8/2010	Settlement Nbr: 11007751	Application ID: 11007751	Equipment Type: C & CE Commercial	Version Number: 5	Customer Initials: <u>kb</u>	Page 5 of 6
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Revision Date: June 2009



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If this contract is assigned to John Deere, the following form of assignment will be used.

**ASSIGNMENT.** For value received, Seller hereby sells, assigns and otherwise transfers to Deere & Company ("Deere"), its successors and assigns, under the terms and conditions of the applicable Finance Agreement now in effect between Seller and Deere, all of Seller's right, title and interest in and to (1) this Retail Installment Contract, (2) all rights and remedies hereunder, (3) all Installment Payments and other amounts due and to become due hereunder, (4) all insurance proceeds and other proceeds, and (5) all Equipment subject hereto. This instrument is not an assignment of any Seller's obligations to the buyer of the Equipment. Seller authorizes Deere, its successors or assigns, to do every act or thing necessary to collect and discharge the same.

Date: 10-12-10 Dealer: BRAZOS VALLEY EQUIPMENT COMPANY Signed by: Ruby Bunker

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC8002	10/8/2010	Settlement Nbr: 11007751	Equipment Type: C & CE Commercial	Customer Initials: <u>kb</u>	Page 6 of 6
Revision Date: June 2009		Application ID: 11007751	Version Number: 5		





**Customer Purchase Order  
For John Deere Products (U.S. Only)**

PO# 00900445  
Original

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<b>BUSINESS NAME</b> NAVARRO COUNTY		
<b>BUSINESS CONTACT</b> KIT HARRINGTON		
<b>STREET OR RR</b> COURTHOUSE		
<b>TOWN</b> CORSCIANA	<b>STATE</b> TX	<b>ZIP CODE</b> 75110
<b>COUNTY</b> Navarro	<b>PURCHASER ACCT.</b>	<b>PHONE NO.</b> 903 654-3030
<b>E-MAIL ADDRESS</b>		
<b>CUSTOMER'S NAME - Second Signer</b>		
<b>STREET OR RR</b>		
<b>TOWN</b>	<b>STATE</b>	<b>ZIP CODE</b>

<b>DEALER ORDER NO.</b> 016136016136	<b>DATE OF ORDER</b> Oct 06, 2010
<b>COMPANY UNIT</b> 04	<b>DEALER ACCOUNT NO.</b> 049518
<b>TRANSACTION TYPE</b> Finance	<input type="checkbox"/> SOC. SEC. <input type="checkbox"/> IRS NO. <input type="checkbox"/> EIN. NO.
<b>PURCHASER SALES TAX EXEMPT NO.</b>	
<b>SELLER'S NAME &amp; ADDRESS</b> Brazos Valley Equipment Co. 402 NORTH I-45 ENNIS, TX, 75119	<b>DELIVERER'S NAME &amp; ADDRESS</b>
<b>PURCHASER TYPE</b> 1 Commercial	<b>MARKET USE</b> 17 General Utility

I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Product prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Product after the date of this order.

QTY	NEW	RENTAL	USED	PRODUCT (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	X			John Deere 5083E Stock # 016136	0	LV5083E261545	\$ 31,200 00
1	X			ALAMO 50"BOOM-AXE ROTARY MOWER HEAD		EKII-01434	\$ 10,600 00
<b>1. TOTAL CASH PRICE</b>							<b>\$ 41,800 00</b>

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NUMBER	AMOUNT
1	John Deere 6200 TRACTOR(N.A. 66 PTO HP)	L06200A142112	\$ 7,500 00
<b>2. TOTAL TRADE-IN ALLOWANCE</b>			<b>\$ 7,500 00</b>

**COMMENTS:**

<b>1. TOTAL CASH-PRICE</b>	<b>\$ 41,800 00</b>
<b>2. TOTAL TRADE-IN ALLOWANCE</b>	<b>\$ 7,500 00</b>
<b>3. TOTAL TRADE-IN PAY-OFF</b>	<b>\$ 0 00</b>
<b>4. BALANCE</b>	<b>\$ 34,300 00</b>
5.	
6.	
7.	
<b>8. SUB-TOTAL</b>	<b>\$ 34,300 00</b>
<b>9. CASH WITH ORDER</b>	<b>\$ 0 00</b>
<b>10. RENTAL APPLIED</b>	<b>\$ 0 00</b>
<b>11. CASH DISCOUNT</b>	<b>\$ 0 00</b>
<b>12. BALANCE DUE</b>	<b>\$ 34,300 00</b>

**IMPORTANT WARRANTY NOTICE:**The John Deere warranty applicable to new John Deere product(s) is printed as an attachment to this document. There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS -**I (We) promise to pay the balance due (line 12) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.

Customer's Signature *Kit Harrington*

Accepted By \_\_\_\_\_  
Date Accepted 10-12-10 Salesperson BURKS, RICKY

<b>DELIVERY ACKNOWLEDGEMENT</b>	<b>DELIVERED ON:</b> Oct 08, 2010	<b>WARRANTY BEGINS</b> Oct 08, 2010	<b>SIGNATURE: (DEALER)</b>
---------------------------------	--------------------------------------	--	----------------------------

Customer's Initials *KH*  
Date 10-12-10

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**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** - With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** - Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). Included in Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders).

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2,000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series Other Frontier Equipment™	6 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application 12 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First

\*Engine Items Covered months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.

**SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 11 below; and, (ii) John Deere Golf equipment, which is covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Residential EZTrak Mowers, 100, L100, LA100 and G100 Series Tractors and Attachment.	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series Z-Trak Mowers and Attachments.	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachment.	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachment.	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachment.	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Z-TRAK Mowers (except Z500 and Z700 Series), Commercial Walk Behind Mowers (36" or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	24 Months or 700 Hours, Whichever Comes First
10) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
10) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), other mower decks, implements, and attachments for Equipment listed in 8, through 11	12 Months or 1000 Hours, Whichever Comes First

**C. (i) ITEMS COVERED SEPARATELY** - (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a prorated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

**(ii) WHAT IS NOT WARRANTED** - Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings.

**D. SECURING WARRANTY SERVICE** - To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

**E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above. AND NO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

**F. NO DEALER WARRANTY** - THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

3. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

DF-2065 (Effective April 1, 2010)

Customer's Initials  
Date

*KH*  
10-2-10



1601 LASALLE  
WACO, TEXAS 76706  
(254) 756-5467

1520 S. ABBOTT AVE.  
HILLSBORO, TEXAS 76845  
(254) 582-2572

3319 N. MAIN  
CLEBURNE, TX 76031  
(817) 641-7861

402 N. 145  
ENNIS, TX 75119  
(972) 878-9691

Complete Goods Sales Record  
No 025511

Retail Note	(x)	Accts. Rec.	(x)	Paid in Full	(x)
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CUSTOMER NAME & ADDRESS  
**NAVARRO COUNTY PCT 1**  
**300 W 3RD. AVE**  
**CORSICANA TX 75110**

SALESMAN: **RB** DATE: **10-6-10**

CUSTOMER SEQUENCE NO. \_\_\_\_\_

CUSTOMER'S PHONE NO. **903-634-3097** CUSTOMER'S SOC. SEC. NO. \_\_\_\_\_

Qty.	New Used	Make	Model	Serial No.	Stock No.	Acct. No.	Amount
1	N	JD.	5053 E	LVS53E261545	016136		31132.45
1	N	ALAMO	B450	EK11-01434			10600.00
<b>IND. TAX</b>							<b>67.55</b>

**TRADE-IN INFORMATION**

Qty.	Stock No.	Make & Model	Serial No.	Amount
1	6200		206200 A 142112	
<b>SOLD JANE HALL</b>				
<b>Sub Total</b>				
Less Payoff(s) to:				Acct. No.
<b>NET TRADE ALLOWANCE</b>				

Total Selling Price	41800.00
Sales Tax	
License Fees	
<b>TOTAL CASH PRICE</b>	<b>41800.00</b>
Advance Deposit	
Down Payment	
Cash Payment in Full	
Total Cash Received	
Net Trade Allow.	2500.00
<b>TOTAL CASH &amp; TRADE</b>	<b>34300.00</b>

*If Total Cash & Trade does not cover Total Cash Price complete section below.*

Accounts Receivable	
Note, JDFF, Other	
Finance Charges	
Other Charges	
<b>TIME PAYMENT BAL.</b>	



DATE TO BE DELIVERED
DATE DELIVERED

Customer's Signature *Kil Herington*

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**RISK MANAGEMENT POOL**

**CERTIFICATE OF PROPERTY COVERAGE**

The Texas Association of Counties Risk Management Pool is created to enable each county or county-related governmental entity to provide self insurance coverage against physical damage claims. The specified county or county related governmental entity participates in this Fund under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

**NAME AND ADDRESS OF COVERED COUNTY:**

Navarro County  
300 West Third Avenue, Suite 14  
Corsicana, TX 75110

Coverage Agreement No.: PR 1750 2010 07 01

Coverage Period: 10/8/2010 to 7/1/2011

**PROPERTY**

Includes the following coverages:

All risk of physical loss subject to coverage terms, exclusions and conditions.

[X] Actual cash value

Deductible: \$5,000


With respect to the following property:

2010 John Deere 5083E #LV5083E261545 and Alamo 50" boom rotary mower #EKII-01434

Total Value: \$41,800

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

**Certificate Holder**  
John Deere  
2000 John Deere Run  
Cary, NC 27513

  
**Authorized Representative**  
Texas Association of Counties  
1210 San Antonio St.  
Austin, TX 78701-1834  
(512) 478-8753

*Certificate Issued*  
*Friday, October 08, 2010*

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# CUSTOMER RESPONSIBILITY FOR PHYSICAL DAMAGE INSURANCE

Submit this form with the original contract to John Deere Credit

## LOSS PAYEE SHOULD READ:

**Deere & Company**

**It's Successors &/or Assigns**

**6400 NW 86th Street, PO Box 6600, Johnston, IA 50131-6600**

**Phone: 800-828-8297**

**Fax: 800-624-5454**

**Application ID:** 11007751

### **Customer Information:**

**Customer Name:** NAVARRO COUNTY PCT 1

**Customer Address:** 300 W 3RD AVE  
CORSICANA, TX 75110-4603

### **Insurance Provider Information:**

**Agency Name:** RISK MANGEMENT POOL

**Address:** 1210 SAN ANTONIO ST

AUSTIN, TX 78701

**Policy Number:** PR175020100701

**Agent's Name:**

**Agency Phone:** 512-478-8753

**Agency Fax:**

**Policy Expiration Date:**

### **Equipment Purchased:**

<u>Quantity</u>	<u>New/Used</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Insurance Value</u>
1	NEW	JD	5083	\$31,200.00
<b>Description:</b>	5083E Tractor			
<b>Serial Nbr(s):</b>	LV5083E261545			
1	NEW	ALM	BA50	\$10,600.00
<b>Description:</b>	50" Boom-Axe Rotary Mower Head			
<b>Serial Nbr(s):</b>	EKII-01434			

I (We) agree and understand that under the terms of my (Our) contract with Deere & Company, I (We) must at all times keep the Goods insured against all risk of loss, damage, or destruction for their full insurable value, with Deere & Company listed as loss payee.

**Debtor's Signature:**



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# CUSTOMER RESPONSIBILITY FOR PHYSICAL DAMAGE INSURANCE

Submit this form with the original contract to John Deere Credit

## LOSS PAYEE SHOULD READ:

**Deere & Company**

**It's Successors &/or Assigns**

**6400 NW 86th Street, PO Box 6600, Johnston, IA 50131-6600**

**Phone: 800-828-8297**

**Fax: 800-624-5454**

NAVARRO COUNTY PCT 1

By: Kathy B. Hollomon 10/12/10  
KATHY B. HOLLOWOM, AUDITOR (Date Signed)

Co-Debtor's  
Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_



Due to the new sales tax ruling, we are required to obtain new exemption certificates on all our customers. Please date, sign and return this form as soon as possible:

# EXEMPTION CERTIFICATE

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122A, Limited Sales and Use Tax, for the purchase of the taxable items, described below or on the attached order or invoice, which will be purchased from BRAZOS VALLEY EQUIPMENT CO.

This exemption is in accordance with Comptroller of Public Accounts Ruling .016 Agriculture, Animal Life, Feed, Seed, Plants and Fertilizer.

I understand that I will be liable for payment of the Limited Sales and Use Tax if I use the items in some manner other than compliance with Ruling .016. Liability for the tax shall be based on the price paid for the taxable items.

It is a misdemeanor to give an exemption certificate to the seller for taxable items which I know at the time of purchase will be used in a manner other than that expressed in this certificate, and upon conviction I understand that I may be fined up to \$500. per offense.

Executed this the 12<sup>th</sup> day of October 2010.

Navarro County  
Purchaser (Please Print)

Jenni Allen  
Signature

300 W. Third Ave. Ste 10  
Address

Corsicana TX 75110