

NAVARRO COUNTY COMMISSIONER'S COURT

A Regular meeting of the Navarro County Commissioner's Court was held on Tuesday, the 15<sup>th</sup> day of October, 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, Dick Martin, David Warren, and James Olsen.

1. 10:00 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren  
All voted aye motion carried
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments- No comments  
Judge Davenport informed the court of the passing of Wise County Judge Bill McElhaney

**Consent Agenda**

Motion to approve consent agenda items 5-14 by Comm. Martin sec by Comm. Grant  
All voted aye motion carried

5. Motion to approve minutes from the previous meetings of September 23, 2013 and September 30, 2013
6. Motion to approve and pay bills as submitted by the County Auditor, including utility run (paid 10/7/2013) & payroll (paid 9/30/2013 & 10/15/2013)
7. Motion to approve minutes of the August 1<sup>st</sup>, 2013 Planning and Zoning meeting  
**TO WIT PG 1081**
8. Motion to approve a replat in Rustling Oaks Phase IV lots 29, 30, & 31 for Tommy Tomerline and Wayne Bradshaw
9. Motion to approve a replat in Rustling Oaks Phase III Block A lots 13 & 14 for Spencer Hasch
10. Motion to approve replat in Vista Ridge Phase I lots 99-103 as well as lots 113 in Vista Ridge Phase II for Tisha Lackey and Cheryl Bartcher
11. Motion to approve Recognition of Certificates of Attendance for County Treasurer Frank Hull and Chief Deputy Jane McCollum earning 15 hours of continuing Education and 5 hours of PFIA training **TO WIT PG 1082-1085**

12. Motion to approve Cellular Phone Allowance Authorizations for Road & Bridge, Pct. 1 **TO WIT PG 1086-1087**
13. Motion to approve increasing budget for Operating Equipment (101-408-302) by \$1,200 to be spent from HAVA program revenues
14. Motion to approve to move \$111 from 101-497-310 (office supplies) to 101-497-417 (bonds) to cover yearly other employee bond coverage

**Regular Agenda**

15. No action taken on Burn Ban - remains off
16. Motion to approve Department of Justice Bulletproof Vest Program grant funding to the Sheriff's Office in the amount not to exceed \$11,960.42 by Comm. Grant sec by Comm. Martin  
All voted aye motion carried
17. Presentation of American Legion Certificates of Appreciation for the September 7<sup>th</sup> 2013 Memorial, by Roger Layton
18. Motion to approve specific use permit to place two (2) RVs on Property while home is being constructed in Village Woods Lot 27A-R for Bill Westell contingent upon recommendation by TCWD to remove above ground septic tanks by Comm. Warren sec by Comm. Martin  
All voted aye motion carried
19. Motion to approve Tax Collection Report for September 2013 and the Tax Collection Report for the FY-2013 year, Russell Hudson by Comm. Martin sec by Comm. Olsen **TO WIT PG 1088-1097**  
All voted aye motion carried
20. Motion to approve Treasurer's Report for June 2013, July 2013, and August 2013, Frank Hull by Comm. Olsen sec by Comm. Grant **TO WIT PG 1098-1103**  
All voted aye motion carried
21. Motion to approve revisions made to the June 24, 2013 Collateral Management Agreement and procedure for the substitution and replacement of Securities held by Depository Bank as Collateral for County deposits by Comm. Martin sec by Comm. Olsen **TO WIT PG 1104-1108**  
All voted aye motion carried

22. Motion to approve to allow TRWD to add culverts and gravel to NE CR 0190 for approximately ¼ mile, Pct. 1 by Comm. Grant sec by Comm. Martin  
All voted aye motion carried
23. No action taken on approving the CIRA Agreement with TAC
24. Motion to approve Bill King as Economic Development Director for the City of Corsicana and Navarro County by Judge Davenport sec by Comm. Warren  
All voted aye motion carried
25. Motion to approve the appointment of Gayle Steed to Board for Navarro Central Appraisal District by Comm. Martin sec by Comm. Grant  
All voted aye motion carried
26. Motion to approve Memorandum of Understanding between Indigent Healthcare Solutions (HIS) and Navarro County for jail health care pricing by Comm. Martin sec by Comm. Grant  
**TO WIT PG 1109-1111**  
All voted aye motion carried
27. Motion to approve request that County Auditor perform audit procedures required by Article 59.06 of the Code of Criminal Procedures for the Sheriff's and District Attorney's forfeiture funds by Judge Davenport sec by Comm. Grant  
All voted aye motion carried
28. Motion to approve contract with Otis Elevator for the Annual QEI State Inspection for the Courthouse Elevator by Comm. Grant sec by Comm. Warren  
**TO WIT PG 1112-1115**  
All voted aye motion carried
29. 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 OCTOBER 15<sup>th</sup>, 2013.

SIGNED 15<sup>th</sup> DAY OF OCTOBER 2013.

  
SHERRY DOWD, COUNTY CLERK



#7 1081  
**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**

August 1st, 2013

5:00 P.M.

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

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

Vice Chairman Schoppert –present  
Conrad Newton – present  
Kyle Carrigan - absent  
Jeff Smith - present  
Dolores Baldwin – absent  
Caleb Jackson – absent  
Barbara Moe - present

Item #2 on the agenda was consideration of the minutes of the July 11th, 2013 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Sigman, all voted aye.

Item #3 on the agenda was consideration of a replat in SouthPoint lots #124 & 125 for Bryan and Emma Reed. Motion to approve by Commissioner Moe, second by Commissioner Watkins, all voted aye.

Item #4 on the agenda was discussion about noise ordinance with respect to oil and gas activities around Richland-Chambers Lake. The Board reviewed a draft that best reflected the changes discussed in previous meetings. The Board also reviewed a draft written by property owners around the lake. Buddy Green spoke on behalf of the property owner draft. The Board chose to recommend the County's draft to the Commissioners Court with the inclusion of several suggestions from the Property Owner's draft. Motion to approve by Commissioner Sigman, second by Commissioner Watkins, all voted aye with the exception of Commissioner Irvine and Commissioner Moe whom abstained.

Adjourn.

Texas Association of Counties

## Certificate of Attendance

presented to

**Honorable Frank Hull**  
**Navarro County**

*for completion of 15 hours of educational instruction during the*

**65<sup>th</sup> Annual County Treasurers' Association of Texas Conference**

**September 16-19, 2013 • Holiday Inn and Suites Beaumont Plaza • Beaumont, Texas**

*Kelli R. White*

Honorable Kelli R. White, President  
County Treasurers' Association of Texas

*Sharon L. Reynolds*

Honorable Sharon L. Reynolds, Chair  
Certification and Validation Committee

1082

11#

Texas Association of Counties

## Certificate of Attendance

presented to

**Honorable Frank Hull**  
**Navarro County**

*for completion of 5 hours of instruction specific to the statutory requirements of the Texas*

*Government Code Chapter 2256.008 of the Public Funds Investment Act*

**65<sup>th</sup> Annual County Treasurers' Association of Texas Conference**

**September 16-19, 2013 • Holiday Inn and Suites Beaumont Plaza • Beaumont, Texas**

*Kelli R. White*

*Sharon L. Reynolds*

Honorable Kelli R. White, President  
County Treasurers' Association of Texas

Honorable Sharon L. Reynolds, Chair  
Certification and Validation Committee

Texas Association of Counties

## Certificate of Attendance

presented to

**Jane McCollum**  
**Navarro County**

*for completion of 5 hours of instruction specific to the statutory requirements of the Texas*

*Government Code Chapter 2256.008 of the Public Funds Investment Act*

65<sup>th</sup> Annual County Treasurers' Association of Texas Conference

September 16-19, 2013 • Holiday Inn and Suites Beaumont Plaza • Beaumont, Texas

*Kelli R. White*

Honorable Kelli R. White, President  
County Treasurers' Association of Texas

*Sharon L. Reynolds*

Honorable Sharon L. Reynolds, Chair  
Certification and Validation Committee

Texas Association of Counties

## Certificate of Attendance

presented to

**Jane McCollum**  
**Navarro County**

*for completion of 15 hours of educational instruction during the*

65<sup>th</sup> Annual County Treasurers' Association of Texas Conference

September 16-19, 2013 • Holiday Inn and Suites Beaumont Plaza • Beaumont, Texas

*Kelli R. White*

Honorable Kelli R. White, President  
County Treasurers' Association of Texas

*Sharon L. Reynolds*

Honorable Sharon L. Reynolds, Chair  
Certification and Validation Committee

1085



#12

1086

## CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: Alan PaschalDEPARTMENT: Pct1

JOB TITLE: \_\_\_\_\_

JUSTIFICATION FOR ALLOWANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_DATE APPROVED/DECLINED IN COURT: 10/15/13EFFECTIVE DATE: 10-1-13AMOUNT: \$50/mo.ADD ☐REMOVE ☒CHANGE ☐

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

SIGNATURES:

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

DEPARTMENT HEAD: [Signature] DATE: 10/04/13

## CELLULAR PHONE ALLOWANCE AUTHORIZATION

NAME: Tony MeltonDEPARTMENT: Pot 1JOB TITLE: Foreman

JUSTIFICATION FOR ALLOWANCE:

---

---

---

---

DATE APPROVED/DECLINED IN COURT: 10/15/13EFFECTIVE DATE: 10-1-13AMOUNT: \$600/yrADD ☒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: Tony D Melton DATE: 10/04/13DEPARTMENT HEAD: [Signature] DATE: 10/04/13

1088

#19

FILED FOR RECORD  
AT 2:45 O'CLOCK P.M.  
OCT 11 2013

SHERIFF DOWD  
COUNTY CLERK, TEXAS  
BY [Signature] DEPUTY

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

TOTAL PAGES INCLUDING COVER SHEET 6

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>									
CURRENT	38,538.95		7,471.83	46,010.78		4.41	46,006.37	9,053.58	17,003,685.46 LEVY
DELINQUENT	14,564.51		6,777.75	21,342.26			21,342.26	4,115.03	%
TOTAL	53,103.46	-	14,249.58	67,353.04	-	4.41	67,348.63	13,168.61	0.23%
<b>NAVARRO COLLEGE</b>									
CURRENT	7,451.94		1,445.50	8,897.44		0.84	8,896.60	1,748.15	3,308,729.79 LEVY
DELINQUENT	2,854.93		1,391.05	4,245.98			4,245.98	812.46	%
TOTAL	10,306.87	-	2,836.55	13,143.42	-	0.84	13,142.58	2,560.61	0.23%
<b>CITY OF RICE</b>									
CURRENT	1,108.40	-	187.83	1,296.23	52.50		1,243.73	218.43	141,532.60 LEVY
DELINQUENT	62.71		22.91	85.62	6.04		79.58	17.11	%
TOTAL	1,171.11	-	210.74	1,381.85	58.54	0	1,323.31	235.54	0.78%
<b>CITY OF KERENS</b>									
CURRENT	1,107.80		218.73	1,326.53			1,326.53	265.31	260,001.90 LEVY
DELINQUENT	1,098.07	-	466.14	1,564.21			1,564.21	312.83	%
TOTAL	2,205.87	-	684.87	2,890.74	-	0	2,890.74	578.14	0.43%
<b>CITY OF CORSICANA</b>									
CURRENT	11,799.96	-	2,263.34	14,063.30		4.29	14,059.01	2,726.33	7,868,390.26 LEVY
DELINQUENT	8,181.65	-	3,930.23	12,111.88			12,111.88	2,249.36	%
TOTAL	19,981.61	-	6,193.57	26,175.18	-	4.29	26,170.89	4,975.69	0.15%

1089

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>									LEVY
CURRENT	304.03		60.80	364.83			364.83	72.96	18,486.02
DELINQUENT				-			-		%
TOTAL	304.03	-	60.80	364.83	-	0	364.83	72.96	1.64%
<b>CITY OF EMHOUSE</b>									LEVY
CURRENT	41.27	-	8.25	49.52			49.52	9.91	8,389.34
DELINQUENT	3.71		1.15	4.86			4.86	0.97	%
TOTAL	44.98	-	9.40	54.38	-	0	54.38	10.88	0.49%
<b>CITY OF RICHLAND</b>									LEVY
CURRENT	85.31	-	17.04	102.35			102.35	20.47	17,564.22
DELINQUENT	18.30		5.80	24.10			24.10	4.82	%
TOTAL	103.61	-	22.84	126.45	-	0	126.45	25.29	0.49%
<b>CITY OF GOODFLOW</b>									LEVY
CURRENT		-		-			-		3,983.59
DELINQUENT	10.67		4.16	14.83	1.11		13.72	2.96	%
TOTAL	10.67	-	4.16	14.83	1.11	0	13.72	2.96	0.00%
<b>CITY OF FROST</b>									LEVY
CURRENT	264.32		51.54	315.86	14.21		301.65	63.17	83,032.40
DELINQUENT	41.18		15.73	56.91	4.14		52.77	11.39	%
TOTAL	305.50	-	67.27	372.77	18.35	0	354.42	74.56	0.32%
<b>CITY OF DAWSON</b>									LEVY
CURRENT	317.51		60.49	378.00			378.00	75.60	71,250.33
DELINQUENT	70.95		32.25	103.20			103.20	20.64	%
TOTAL	388.46	-	92.74	481.20	-	0	481.20	96.24	0.45%

1090

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY-BLOOMING GROVE</b>									
CURRENT	405.08		79.38	484.46			484.46	96.90	LEVY 100.911.55
DELINQUENT	216.20		90.99	307.19			307.19	61.44	%
TOTAL	621.28	-	170.37	791.65	-	0.00	791.65	158.34	0.40%
<b>NAVARRO COUNTY ESD #1</b>									LEVY
CURRENT	231.38	-	44.78	276.16	12.36		263.80	55.25	130,418.96
DELINQUENT	136.00		56.73	192.73	14.89		177.84	37.85	%
TOTAL	367.38	-	101.51	468.89	27.25	0	441.64	93.10	0.18%
<b>BLOOMING GROVE ISD</b>									LEVY
CURRENT	5,102.09		1,004.75	6,106.84			6,106.84	1,198.80	1,491,971.14
DELINQUENT	1,570.97		639.98	2,210.95			2,210.95	438.50	%
TOTAL	6,673.06	-	1,644.73	8,317.79	-	0	8,317.79	1,637.30	0.34%
<b>DAWSON ISD</b>									LEVY
CURRENT	6,716.28		1,374.50	8,090.78			8,090.78	1,676.20	1,512,890.22
DELINQUENT	357.21		171.50	528.71			528.71	105.73	%
TOTAL	7,073.49	-	1,546.00	8,619.49	-	0	8,619.49	1,781.93	0.44%
<b>RICE ISD</b>									LEVY
CURRENT	6,774.56		1,268.00	8,042.56			8,042.56	1,512.76	1,526,208.22
DELINQUENT	680.79		264.79	945.58			945.58	164.18	%
TOTAL	7,455.35	-	1,532.79	8,988.14	-	0.00	8,988.14	1,676.94	0.44%

NAVARRO COUNTY , TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING SEPTEMBER 2013

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CORSICANA ISD</b>									LEVY
CURRENT	35,072.63		6,843.50	41,916.13			41,916.13	8,321.80	17,689,058.27
DELINQUENT	18,990.93		9,486.08	28,477.01		8.98	28,468.03	5,445.86	%
TOTAL	54,063.56	-	16,329.58	70,393.14	-	8.98	70,384.16	13,767.66	0.20%
<b>FROST ISD</b>									\$ 1,099,457.65
CURRENT	3,193.23		626.58	3,819.81			3,819.81	763.96	%
DELINQUENT	870.77		327.10	1,197.87			1,197.87	238.20	
TOTAL	4,064.00		953.68	5,017.68			5,017.68	1,002.16	0.29%
<b>GRAND TOTAL</b>	168,244.29	-	46,711.18	214,955.47	105.25	18.52	214,831.70	41,918.91	

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

	YR-TO-DATE % CURRENT COLLECTED:
TOTAL COLLECTED	63,374.38
ROLLBACK TAXES	
TAX CERTIFICATES	1,420.00
HOT CK FEES	30.00
COUNTY	97.51%
COLLEGE	97.46%
RICE	96.06%
KERENS	94.17%
CORSICANA	97.92%
BARRY	96.50%
EMHOUSE	84.43%
RICHLAND	92.28%
GOODLOW	81.14%
CITY - FROST	94.40%
CITY DAWSON	92.90%
CITY-BL GROVE	95.73%
NC ESD #1	96.91%
B G ISD	96.44%
DAWSON ISD	97.28%
RICE ISD	96.80%
CORSICANA ISD	97.86%
FROST ISD	97.08%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED DURING THE MONTH OF SEPTEMBER 2013

CURRENT TAXES		TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
COUNTY		31,444.40	6,094.14	37,538.54	3.59	37,534.95	7,386.34
ROAD & BRIDGE		6,550.91	1,272.05	7,822.96	0.76	7,822.20	1,539.46
FLOOD CONTROL		543.64	105.64	649.28	0.06	649.22	127.78
<b>TOTAL</b>		38,538.95	7,471.83	46,010.78	4.41	46,006.37	9,053.58
<b>DELINQUENT TAXES</b>							
COUNTY		11,941.56	5,568.76	17,510.32		17,510.32	3,377.68
STATE		-	-	-	-	-	-
ROAD & BRIDGE		2,423.53	1,117.10	3,540.63		3,540.63	680.96
FLOOD CONTROL		199.42	91.89	291.31		291.31	56.39
<b>TOTAL</b>		14,564.51	6,777.75	21,342.26	-	21,342.26	4,115.03
<b>TOTAL ALLOCATION</b>							
COUNTY		43,385.96	11,662.90	55,048.86	3.59	55,045.27	10,764.02
STATE			-		-		-
ROAD & BRIDGE		8,974.44	2,389.15	11,363.59	0.76	11,362.83	2,220.42
FLOOD CONTROL		743.06	197.53	940.59	0.06	940.53	184.17
<b>TOTAL</b>		53,103.46	14,249.58	67,353.04	4.41	67,348.63	13,168.61

COUNTY TAX REPORT  
Prepared by Gail Smith  
Navarro County Tax Office

1075



NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013

	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	Collection Fee	Rendition Penalty	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>										
CURRENT	16,526,465.84	-	142,362.14	16,668,827.98	-	1,352.01	16,667,475.97	43,552.61	17,003,685.46	16,949,873.9
DELINQUENT	386,420.74		141,946.70	528,367.44	-	2.05	528,365.39	99,559.55		
TOTAL	16,912,886.58	-	284,308.84	17,197,195.42	-	1,354.06	17,195,841.36	143,112.16	97.19%	97.50%
<b>NAVARRO COLLEGE</b>										
CURRENT	3,210,874.84		27,688.79	3,238,563.63	19,070.33	96.25	3,219,397.05	8,459.96	3,308,729.79	3,294,564.69
DELINQUENT	76,084.88		29,719.22	105,804.10	-	160.99	105,643.11	19,748.69		
TOTAL	3,286,959.72	-	57,408.01	3,344,367.73	19,070.33	257.24	3,325,040.16	28,208.65	97.04%	97.46%
<b>CITY OF RICE</b>										
CURRENT	134,902.92		1,642.93	136,545.85	1,079.75	22.37	135,443.73	481.80	141,532.60	140,435.54
DELINQUENT	6,254.13		1,928.94	8,183.07	513.76	-	7,669.31	1,581.46		
TOTAL	141,157.05	-	3,571.87	144,728.92	1,593.51	22.37	143,113.04	2,063.26	95.32%	96.06%
<b>CITY OF KERENS</b>										
CURRENT	243,931.26	3,423.95	4,229.86	244,737.17	430.09	15.45	244,291.63	1,605.38	260,001.90	259,036.82
DELINQUENT	10,363.58		3,915.70	14,279.28	-	-	14,279.28	2,855.93		
TOTAL	254,294.84	3,423.95	8,145.56	259,016.45	430.09	15.45	258,570.91	4,461.31	95.07%	95.43%
<b>CITY OF CORSICANA</b>										
CURRENT	7,651,930.17		50,805.29	7,702,735.46	5,309.09	1,063.20	7,696,363.17	12,892.32	7,868,390.26	7,814,175.47
DELINQUENT	152,553.83		67,648.30	220,202.13	-	1.18	220,200.95	40,628.67		
TOTAL	7,804,484.00	-	118,453.59	7,922,937.59	5,309.09	1,064.38	7,916,564.12	53,520.99	97.25%	97.92%

6/17

NAVARRO COUNTY, TEXAS

AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013

	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	Collection Fee	Re rendition Penalty	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED	% CURRENT COLLECTED
<b>CITY OF DAWSON</b>										
CURRENT	66,013.62		1,040.62	67,054.24	258.71	1.88	66,793.65	369.23	71,250.33	LEVY
DELINQUENT	6,855.39		1,954.73	8,810.12	-	-	8,810.12	1,174.29		%
TOTAL	72,869.01	-	2,995.35	75,864.36	258.71	1.88	75,603.77	1,543.52	92.65%	92.90%
<b>BLOOMING GROVE ISD</b>										
CURRENT	1,425,660.53		16,879.58	1,442,540.11	1,933.97	41.35	1,440,564.79	5,633.59	1,491,971.14	LEVY
DELINQUENT	39,160.44		14,719.79	53,880.23	-	-	53,880.23	10,432.26		%
TOTAL	1,464,820.97	-	31,599.37	1,496,420.34	1,933.97	41.35	1,494,445.02	16,065.85	95.56%	96.44%
<b>DAWSON ISD</b>										
CURRENT	1,462,189.78		13,354.96	1,475,544.74	1,646.15	47.99	1,473,850.60	5,367.49	1,512,890.22	LEVY
DELINQUENT	40,891.10		12,160.89	53,051.99	-	-	53,051.99	9,379.75		%
TOTAL	1,503,080.88	-	25,515.85	1,528,596.73	1,646.15	47.99	1,526,902.59	14,737.24	96.65%	97.28%
<b>RICE ISD</b>										
CURRENT	1,462,615.40		14,871.25	1,477,486.65	1,220.16	93.78	1,476,172.71	5,143.25	1,526,208.22	LEVY
DELINQUENT	52,086.52		17,352.14	69,438.66	-	0.23	69,438.43	13,309.44		%
TOTAL	1,514,701.92	-	32,223.39	1,546,925.31	1,220.16	94.01	1,545,611.14	18,452.69	95.83%	96.80%
<b>CORSICANA ISD</b>										
CURRENT	17,152,785.89		121,226.88	17,274,012.77	7,515.71	2,285.62	17,264,211.44	33,007.49	17,689,058.27	LEVY
DELINQUENT	386,243.80		165,944.49	552,188.29	-	9.28	552,179.01	100,413.45		%
TOTAL	17,539,029.69		287,171.37	17,826,201.06	7,515.71	2,294.90	17,816,390.45	133,420.94	96.97%	97.86%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013

	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	Collection Fee	Rendition Penalty	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED	% CURRENT COLLECTED
<b>FROST ISD</b>										
CURRENT	1,054,161.58		10,070.14	1,064,231.72	749.20	-	1,063,482.52	3,569.09	1,099,457.65	1,085,856.1
DELINQUENT	25,445.63		10,255.29	35,700.92	-	-	35,700.92	6,872.79	%	%
TOTAL	1,079,607.21		20,325.43	1,099,932.64	749.20	-	1,099,183.44	10,441.88	95.88%	97.08%
<b>CITY OF BLOOMING GROVE</b>										
CURRENT	96,501.83		1,244.74	97,746.57	234.11	0.52	97,511.94	227.49	LEVY	LEVY
DELINQUENT	1,518.12		520.21	2,038.33	-	-	2,038.33	394.86	%	%
TOTAL	98,019.95	-	1,764.95	99,784.90	234.11	0.52	99,550.27	622.35	95.63%	95.73%
<b>CITY OF BARRY</b>										
CURRENT	17,910.55		297.94	18,208.49	60.68	-	18,147.81	152.44	LEVY	LEVY
DELINQUENT	1,015.77		297.76	1,313.53	-	-	1,313.53	255.62	%	%
TOTAL	18,926.32	-	595.70	19,522.02	60.68	-	19,461.34	408.06	96.89%	96.50%
<b>CITY OF EMHOUSE</b>										
CURRENT	7,083.25		180.39	7,263.64	61.09	0.90	7,201.65	38.17	LEVY	LEVY
DELINQUENT	405.60		106.07	511.67	-	-	511.67	76.90	%	%
TOTAL	7,488.85	-	286.46	7,775.31	61.09	0.90	7,713.32	115.07	84.43%	84.43%
<b>CITY OF RICHLAND</b>										
CURRENT	15,807.25		342.33	16,149.58	137.76	-	16,011.82	171.73	LEVY	LEVY
DELINQUENT	912.88		256.66	1,169.54	-	-	1,169.54	233.47	%	%
TOTAL	16,720.13	-	598.99	17,319.12	137.76	-	17,181.36	405.20	90.00%	92.28%

NAVARRO COUNTY, TEXAS  
AD VALOREM TAXES COLLECTED FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013

	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	Collection Fee	Rendition Penalty	NET TAXES DUE	MEMO ONLY ATTORNEY FEES	% CURRENT COLLECTED	% CURRENT COLLECTED
<b>NAVARRO COUNTY ESD#1</b>										
CURRENT	125,924.60		1,238.11	127,162.71	938.05	5.08	126,219.58	456.27	130,418.96	129,941.30
DELINQUENT	3,877.59		1,209.28	5,086.87	321.92	-	4,764.95	1,013.23	%	%
TOTAL	129,802.19	-	2,447.39	132,249.58	1,259.97	5.08	130,984.53	1,469.50	96.55%	96.91%
<b>CITY OF FROST</b>										
CURRENT	77,590.99	1,005.93	1,461.59	78,046.65	707.13	1.64	77,337.88	460.33	83,032.40	82,193.69
DELINQUENT	3,593.80		1,356.17	4,949.97	256.10	-	4,693.87	962.35	%	%
TOTAL	81,184.79	1,005.93	2,817.76	82,996.62	963.23	1.64	82,031.75	1,422.68	94.59%	95.57%
<b>CITY OF GOODFLOW</b>										
CURRENT	3,231.89		60.10	3,291.99	31.29	0.02	3,260.68	8.37	3,983.59	3,983.14
DELINQUENT	395.95		237.48	633.43	61.37	-	572.06	119.54	%	%
TOTAL	3,627.84	-	297.58	3,925.42	92.66	0.02	3,832.74	127.91	81.13%	81.14%
<b>GRAND TOTAL</b>	<b>51,929,661.94</b>	<b>4,429.88</b>	<b>880,527.46</b>	<b>52,805,759.52</b>	<b>42,536.42</b>	<b>5,201.79</b>	<b>52,758,021.31</b>	<b>430,599.26</b>		

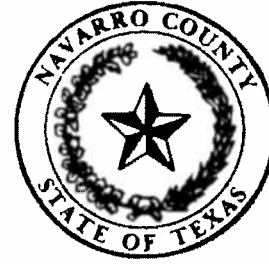
MEMO:  
TOTAL COLLECTED

53,236,358.78

#20

1048

AFFIDAVIT SUBMITTED BY  
Frank Hull  
NAVARRO COUNTY TREASURER



STATE OF TEXAS  
COUNTY OF NAVARRO  
June, 2013

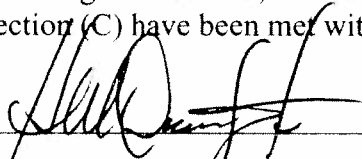
I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

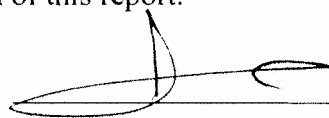
**Whereas, Section 114.026** of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

**Whereas,** the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on October 15, 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

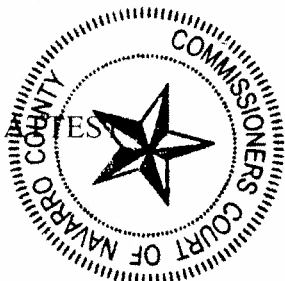
  
Jason Grant – Commissioner Pct. 1

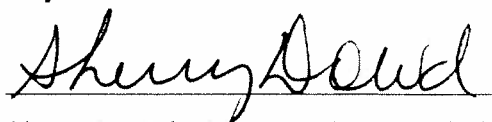
  
Richard Martin – Commissioner Pct. 2

  
David Warren – Commissioner Pct 3

  
James Olsen – Commissioner Pct 4

SWORN AND SUBSCRIBED TO BEFORE ME, this 15 Th day of October, 2013 by H. M. Davenport, 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

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

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	8,370,073.48	1,303,231.76		1,550,067.13	8,123,238.11	5,203.40	823,678.71	59.45	8,946,916.82
COMMUNITY SUPERVISION	300,360.13	183,448.92		86,703.58	397,105.47	236.12	91,163.08	6.57	488,268.55
JUVENILE PROBATION	67,989.51	41,911.35		27,307.22	82,593.64	44.48	35,801.33	2.59	118,394.97
FLOOD CONTROL	714,744.58	3,568.46		38,895.70	679,417.34	432.54	2,117.32	0.14	681,534.66
ROAD & BRIDGE - PCT 1	541,619.46	31,899.04		63,082.65	510,435.85	327.87	87,435.74	6.31	597,871.59
ROAD & BRIDGE - PCT 2	532,779.32	29,495.62		87,115.02	475,159.92	327.89	175,586.95	12.65	650,726.87
ROAD & BRIDGE - PCT 3	403,974.39	29,495.62		117,344.84	316,125.17	327.89	119,719.55	8.84	435,844.72
ROAD & BRIDGE - PCT 4	685,407.78	35,094.90		57,307.16	663,195.52	327.89	30,986.98	2.24	694,182.50
H.I.D.T.A.	18,346.86	184,996.75		184,685.62	18,657.99	13.24	-	-	18,657.99
H.I.D.T.A. SEIZURE	255.89	0.16		-	256.05	0.16	1,665.64	-	1,921.69
DEBT SERVICE	109,680.65	7,270.82		-	116,951.47	70.27	2,139.46	0.15	119,090.93
CAPITAL PROJECTS	254,469.72	136.50		165,164.00	89,442.22	136.50	104,983.75	7.60	194,405.97
SHERIFF SEIZURE	167,985.65	103.06		889.87	167,198.84	103.06	148,051.94	10.86	315,250.78
DISTRICT ATTY FORF	39,916.30	24.61		-	39,940.91	24.61	110,114.74	7.93	150,055.65
HEALTH INSURANCE	27,617.98	211,595.20		12,500.63	226,712.55	38.47	11,725.93	0.82	238,438.48
ECONOMIC DEVELOPMENT	211.30	0.13		-	211.43	0.13	2,109.14	0.14	2,320.57
TRUST	1,519,689.90	62,827.73		44,702.07	1,537,815.56	983.42	257,029.40	18.58	1,794,844.96
LAKE TRUST	230.50	0.14		-	230.64	0.14	93,339.31	6.74	93,569.95
REVOLVING & CLEARING	343,637.73	256,017.20		224,938.18	374,716.75	230.75	750.02	-	375,466.77
PAYROLL FUND	5,889.02	909,500.54		909,473.11	5,916.45	27.43	-	-	5,916.45
DISBURSEMENT FUND	1,949.04	2,149,434.23		2,149,238.21	2,145.06	149.27	-	-	2,145.06
<b>TOTAL</b>	<b>14,106,829.19</b>	<b>5,440,052.74</b>	<b>-</b>	<b>5,719,414.99</b>	<b>13,827,466.94</b>	<b>9,005.53</b>	<b>2,098,358.99</b>	<b>151.21</b>	<b>15,925,825.93</b>

INTEREST EARNED:	CURRENT MONTH	YTD
	9,156.74	71,584.98

REVISED 9/13/13

Frank Hull / Treasurer

Date

Jane McCollum / Chief Deputy Treasurer

Date

1100

AFFIDAVIT SUBMITTED BY  
Frank Hull  
NAVARRO COUNTY TREASURER



STATE OF TEXAS  
COUNTY OF NAVARRO  
July, 2013

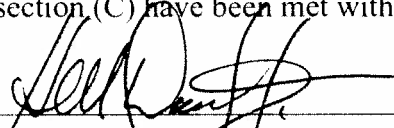
I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.


**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 October 15, 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

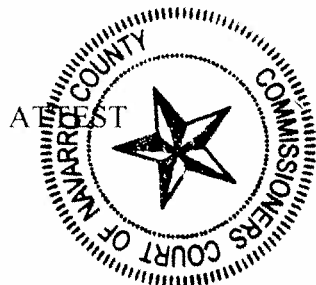
  
Richard Martin – Commissioner Pct. 2

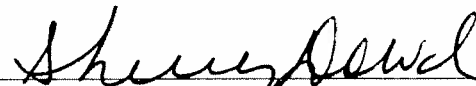
  
James Olsen – Commissioner Pct 4

  
Jason Grant – Commissioner Pct. 1

  
David Warren – Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 15 Th day of October, 2013 by H. M. Davenport, Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



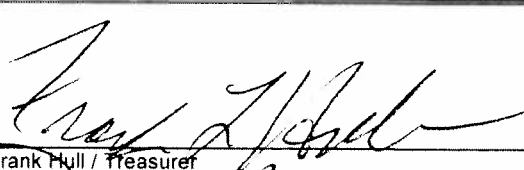
  
Sherry Dowd – Navarro County Clerk

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

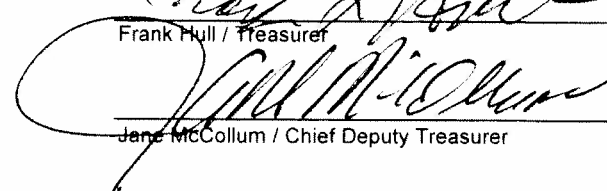
FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEP/WD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	8,123,238.11	1,001,102.86		2,454,661.79	6,669,679.18	4,964.66	823,732.22	53.51	7,493,411.40
COMMUNITY SUPERVISION	397,105.47	48,690.40		87,781.83	358,014.04	244.25	91,168.93	5.85	449,182.97
JUVENILE PROBATION	82,593.64	30,883.97		26,493.99	86,983.62	52.97	35,803.69	2.36	122,787.31
FLOOD CONTROL	679,417.34	14,527.00		36,678.61	657,265.73	432.61	2,117.38	0.06	659,383.11
ROAD & BRIDGE - PCT 1	510,435.85	70,586.78		112,246.40	468,776.23	308.79	87,441.41	5.67	556,217.64
ROAD & BRIDGE - PCT 2	475,159.92	70,576.22		77,466.40	468,269.74	308.80	175,578.33	11.38	643,848.07
ROAD & BRIDGE - PCT 3	316,125.17	70,576.25		92,413.41	294,288.01	308.80	119,727.31	7.76	414,015.32
ROAD & BRIDGE - PCT 4	663,195.52	70,755.43		63,519.06	670,431.89	308.80	30,989.00	2.02	701,420.89
H.I.D.T.A.	18,657.99	195,974.15		195,957.75	18,674.39	16.40	-	-	18,674.39
H.I.D.T.A. SEIZURE	256.05	0.16		-	256.21	0.16	1,665.64	-	1,921.85
DEBT SERVICE	116,951.47	5,093.22		-	122,044.69	76.15	2,139.52	0.06	124,184.21
CAPITAL PROJECTS	89,442.22	56.97		-	89,499.19	56.97	104,970.55	6.80	194,469.74
SHERIFF SEIZURE	167,198.84	19,194.21		10,600.20	175,792.85	104.51	148,061.54	9.60	323,854.39
DISTRICT ATTY FORF	39,940.91	27,817.32		19,448.80	48,309.43	33.32	110,121.87	7.13	158,431.30
HEALTH INSURANCE	226,712.55	208,658.12		210,258.91	225,111.76	61.13	11,726.66	0.73	236,838.42
ECONOMIC DEVELOPMENT	211.43	0.13		-	211.56	0.13	2,109.20	0.06	2,320.76
TRUST	1,537,815.56	58,720.50		90,385.48	1,506,150.58	1,003.34	257,046.09	16.69	1,763,196.67
LAKE TRUST	230.64	0.15		-	230.79	0.15	93,345.39	6.08	93,576.18
REVOLVING & CLEARING	374,716.75	189,208.54		157,087.16	406,838.13	270.34	750.02	-	407,588.15
PAYROLL FUND	5,916.45	905,911.29		905,675.66	6,152.08	52.47	-	-	6,152.08
DISBURSEMENT FUND	2,145.06	2,573,387.53		2,573,219.51	2,313.08	168.02	-	-	2,313.08
<b>TOTAL</b>	<b>13,827,466.94</b>	<b>5,561,721.20</b>		<b>7,113,894.96</b>	<b>12,275,293.18</b>	<b>8,784.77</b>	<b>2,096,494.75</b>	<b>135.76</b>	<b>14,373,787.93</b>

	CURRENT MONTH	YTD
INTEREST EARNED:	8,900.53	80,485.51

REVISED 9/21/13

  
 Frank Hull / Treasurer

Date 10/7/13

  
 Jane McCollum / Chief Deputy Treasurer

Date 9-13-13



AFFIDAVIT SUBMITTED BY  
**Frank Hull**  
 NAVARRO COUNTY TREASURER



*STATE OF TEXAS*  
*COUNTY OF NAVARRO*  
 August, 2013

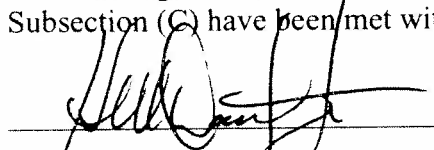
I, Frank Hull, Navarro County Treasurer, present the following report to the Navarro County Commissioner's Court and affirm the foregoing Monthly Report to be true and correct statement to the best of my knowledge of all accounts under the control of the Navarro County Treasurer.

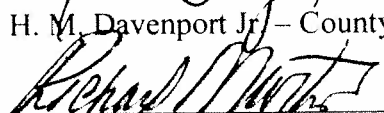
**Whereas, Section 114.026** of the Local Government Code requires a Treasurer's Report be submitted at least once a month to the Commissioner Court at a regular term; and

**Whereas,** the Navarro County Commissioners Court has compared and examined the Treasurer's Report submitted for approval on October 15, 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

  
 Richard Martin – Commissioner Pct. 2

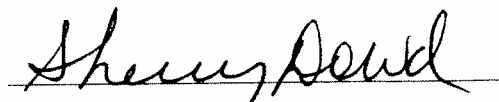
  
 James Olsen – Commissioner Pct 4

  
 Jason Grant – Commissioner Pct. 1

  
 David Warren – Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 15 Th day of October, 2013 by H. M. Davenport, Jason Grant, Richard Martin, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



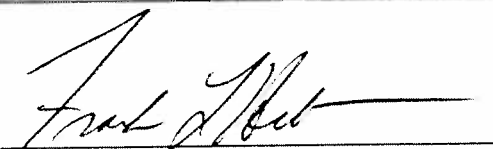
  
 Sherry Dowd – Navarro County Clerk


1103

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

FUND	BEGINNING BALANCE	RECEIPTS	TEX POOL DEPWD	DISBURSEMENTS	ENDING BALANCE	BANK INTEREST	TEX POOL BALANCE	TEX POOL INTEREST	TOTAL
GENERAL	6,669,679.18	914,824.82		1,760,740.98	5,823,763.02	4,145.16	823,781.51	49.29	6,647,544.53
COMMUNITY SUPERVISION	358,014.04	54,478.60		113,717.66	298,774.98	213.76	91,174.38	5.45	389,949.36
JUVENILE PROBATION	86,983.62	436.01		28,862.22	58,557.41	49.01	35,805.83	2.14	94,363.24
FLOOD CONTROL	657,265.73	2,420.21		41,592.97	618,092.97	407.92	2,117.38	-	620,210.35
ROAD & BRIDGE - PCT 1	468,776.23	15,057.56		105,342.48	378,491.31	288.74	87,446.64	5.23	465,937.95
ROAD & BRIDGE - PCT 2	468,269.74	15,302.94		109,355.87	374,216.81	288.74	175,568.83	10.50	549,805.64
ROAD & BRIDGE - PCT 3	294,288.01	14,980.01		80,658.81	228,609.21	288.74	119,734.47	7.16	348,343.68
ROAD & BRIDGE - PCT 4	670,431.89	17,559.17		60,285.75	627,705.31	288.74	30,990.86	1.86	658,696.17
H.I.D.T.A.	18,674.39	265,807.30		269,921.98	14,559.71	13.02	-	-	14,559.71
H.I.D.T.A. SEIZURE	256.21	0.16		-	256.37	0.16	1,665.64	-	1,922.01
DEBT SERVICE	122,044.69	4,618.39		17,625.00	109,038.08	72.44	2,139.52	-	111,177.60
CAPITAL PROJECTS	89,499.19	57.01		-	89,556.20	57.01	104,976.83	6.28	194,533.03
SHERIFF SEIZURE	175,792.85	1,117.14		-	176,909.99	112.64	148,070.43	8.89	324,980.42
DISTRICT ATTY FORF	48,309.43	19,831.29		1,004.50	67,136.22	31.05	110,128.47	6.60	177,284.69
HEALTH INSURANCE	225,111.76	206,381.06		214,099.54	217,393.28	58.78	11,727.30	0.64	229,120.58
ECONOMIC DEVELOPMENT	211.56	0.13		-	211.69	0.13	2,109.20	-	2,320.89
TRUST	1,506,150.58	75,025.32		84,344.43	1,496,831.47	1,003.57	257,061.50	15.41	1,753,892.97
LAKE TRUST	230.79	0.15		-	230.94	0.15	93,351.00	5.81	93,581.94
REVOLVING & CLEARING	406,838.13	182,589.61		142,443.96	446,983.78	288.33	750.02	-	447,733.80
PAYROLL FUND	6,152.08	905,379.56		905,354.54	6,177.10	25.02	-	-	6,177.10
DISBURSEMENT FUND	2,313.08	2,279,566.49		2,279,359.79	2,519.78	176.22	-	-	2,519.78
<b>TOTAL</b>	<b>12,275,293.18</b>	<b>4,975,432.93</b>		<b>6,214,710.48</b>	<b>11,036,015.63</b>	<b>7,801.33</b>	<b>2,096,619.81</b>	<b>125.06</b>	<b>13,134,635.44</b>

	CURRENT MONTH	YTD
INTEREST EARNED:	7,926.39	88,411.90

  
Frank Hull / Treasurer  
Date 8/7/13

  
Jane McCollum / Chief Deputy Treasurer  
Date 9-25-13

1104  
#21  
Adopted procedure as part of Exhibit 3 to the Navarro County, Texas Investment Policy and Investment Strategies for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013 and as revised 10/15/13.

State of Texas  
COUNTY of Navarro

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between Navarro County (the "COUNTY") and PROSPERITY BANK (the "BANK") a Texas State Banking Association doing business in Texas and executed in compliance with the terms of FIRREA<sup>1</sup>.

WITNESSETH:

WHEREAS, Navarro COUNTY and BANK have entered into a Depository Contract dated \_\_\_\_\_, 20 13 ; and

WHEREAS, under provisions of law and the Depository Contract the BANK must secure the deposits by 110% above FDIC insurance coverage by pledging COUNTY authorized investment securities;  
NOW THEREFORE, it is agreed by the parties hereto as follows:

**1. Designation of Custodian**

The COUNTY and BANK, by execution of this Agreement, hereby designate the Federal Home Loan Bank of Dallas as CUSTODIAN to hold in trust, according to the terms and conditions of this agreement, any necessary collateral and substitute collateral which may be required under this agreement. If the Federal Reserve is designated as CUSTODIAN a FRB Circular 7 Pledge Agreement, as it may be amended from time to time, shall be executed and all the provisions of such Circular 7 are incorporated herein by reference.

Any and all fees from the CUSTODIAN associated with the safekeeping of securities pledged to COUNTY shall be borne by the BANK.

**2. Grant of Security Interest**

In accordance with the terms of this Agreement, BANK hereby pledges to COUNTY and grants to COUNTY a security interest in securities and assigns and pledges securities owned by the BANK and held by the CUSTODIAN for benefit of the COUNTY hereinafter referred to as "Collateral" upon which the COUNTY shall have first and prior lien to secure deposits of COUNTY with BANK in the amount and manner described below.

The COUNTY shall have the power to determine and designate the character and amount of the funds which will be deposited in the BANK.

**3. Designation of Authorized Representatives**

During the term of this Agreement period, the COUNTY will through appropriate action of the County Commission, designate the officer or officers, who singly or jointly will be authorized to represent and act on behalf of the COUNTY in any and all matters of every kind arising under this Agreement and will promptly notify BANK in writing of any and all such individuals so designated.

**4. BANK Representation and Warranties**

BANK represents warrants and agrees:

- a. BANK has full power and authority to enter into this Agreement.
- b. BANK is owner of the Collateral.

---

<sup>1</sup> The Financial Institutions Resource and Recovery Enforcement Act governs the actions of FDIC on bank settlements and closures.

Adopted procedure as part of Exhibit 3 to the Navarro County, Texas Investment Policy and Investment Strategies for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013 and as revised 10/15/13.

- c. BANK shall be entitled to any and all interest, dividends, or accretions in value ("Income") on Collateral held by CUSTODIAN and the CUSTODIAN may dispose of such Income as directed by the BANK without approval of COUNTY, provided an Event of Default does not exist.

## **5. COUNTY Representations and Warranties**

COUNTY further represents, warrants and agrees:

- a. COUNTY has full power and authority to enter into this Agreement.
- b. COUNTY will comply with the terms of any other agreements it may have with the BANK for services provided.

## **6. Custodial Obligations**

CUSTODIAN shall promptly provide *Bank* with trust receipts for Collateral as received from BANK clearly marked as a pledge to the COUNTY *and Bank shall promptly forward each trust receipt to County.* CUSTODIAN, *at County's request,* shall provide directly to COUNTY a monthly report of Collateral to include a description of the securities including cusip and par value.

CUSTODIAN agrees to perform all duties hereof and to indemnify the COUNTY for loss, cost or expense, including reasonable attorney's fees, arising out of or relating to its failure to perform the duties imposed upon it by this Collateral Agreement.

## **7. Authorized Collateral**

The aggregate market value of the Collateral held by CUSTODIAN daily during the term of this Agreement shall be in an amount not less than one hundred ten percent (110%) of (a) the amount of COUNTY'S total collected funds on deposit with BANK, increased by (b) the amount of accrued but uncredited interest on such deposited funds, reduced by that portion of the funds insured by the FDIC. Such amount is to be called the "Required Collateral Value".

The BANK will be liable for the monitoring and maintaining of the required collateral margins and levels daily. The market price on such collateral will be obtained from an independent, nationally recognized source. The final determination of such value shall be at the reasonable discretion of the COUNTY.

Authorized collateral shall be limited to:

- obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities and CMOs which pass the bank test excluding letters of credit
- obligations of any US State or political subdivisions rated no less than A or its equivalent by two nationally recognized rating agencies.

## **8. Substitutions and Withdrawals**

If the aggregate market value of Collateral held by CUSTODIAN at any time exceeds the Required Collateral Value, BANK may withdraw any excess Collateral by providing CUSTODIAN with a withdrawal notice signed by an authorized representative of both the BANK and COUNTY, which COUNTY signature shall not be unreasonably withheld, delayed, or conditioned.

Adopted procedure as part of Exhibit 3 to the Navarro County, Texas Investment Policy and Investment Strategies for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013 and as revised 10/15/13.

If the aggregate market value of Collateral held by CUSTODIAN at any time is less than the Required Collateral Value, BANK shall provide additional Collateral within that business day in the amount necessary to bring the total aggregate market value of the Collateral equal to the Required Collateral Value.

BANK may substitute authorized Collateral for any of the Collateral held by CUSTODIAN at any time by providing CUSTODIAN with a withdrawal notice, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. All substitutions require COUNTY'S prior written consent, which shall not be unreasonably withheld, delayed, or conditioned. Whenever pledged securities are placed by BANK with CUSTODIAN, the CUSTODIAN shall issue original safekeeping receipts within one (1) business day of such placement to the BANK. No security placed with the CUSTODIAN under this agreement shall be released by CUSTODIAN except pursuant to the written instructions of the COUNTY. Except as provided in Paragraph No. 8 below, such Collateral shall be subject only to the written instructions of authorized individuals appointed by Public Entity (written notice of such authorized individuals to be given to Safekeeping Bank as described in Paragraph No. 3 above).

#### **9. Default and Remedies**

Should BANK at any time fail to pay and satisfy, when due, any check, transfer, draft or voucher lawfully drawn against collected funds in COUNTY'S demand deposits or matured time deposits, as applicable, or in any manner breach its agreement with COUNTY, COUNTY shall give written notice of such failure or breach, and BANK shall have three (3) business days to cure such failure or breach. In the event BANK shall fail to cure such failure or breach within the three (3) days or should the BANK be declared insolvent by a Federal regulatory agency, or if a receiver is appointed for the BANK (each an Event of Default) it shall be the duty of the CUSTODIAN, upon demand by the COUNTY (supported by proper evidence of an Event of Default) to surrender the collateral to COUNTY.

COUNTY may sell all or any part of such collateral and out of the proceeds thereof, pay COUNTY all damages and losses directly sustained from such breach together with any reasonable expenses directly incurred by it of any kind on account of such failure. Collateral may be sold by COUNTY at public or private sale, provided however, that BANK shall have one business day notice of the time and place of the sale, and BANK and CUSTODIAN shall have the right to bid at such sale. If the Collateral is liquidated, any proceeds over the value of the defaulted amount of the matured investment, including accrued interest, plus reasonable expenses directly related to the liquidation transaction, shall be returned to Bank.

#### **10. Termination Rights**

It is the intention of the parties hereto that the covenants and agreements, terms and conditions hereof shall extend to the entire period during which the BANK shall act as BANK for COUNTY. After the Depository contract has expired or is not renewed, either BANK or COUNTY shall have the right to terminate this Agreement by advance written notice to the other of its election to do so and this Agreement shall be void from and after the expiration of ninety (90) days after receipt of such notice, provided all provisions of this Agreement have been fulfilled. When the relationship of COUNTY and BANK shall have ceased to exist, and when BANK has properly paid out all deposits to COUNTY, COUNTY shall promptly notify CUSTODIAN in writing of such fact and CUSTODIAN shall, upon notification by COUNTY, release all Collateral to the BANK.

Adopted procedure as part of Exhibit 3 to the Navarro County, Texas Investment Policy and Investment Strategies for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013 and as revised 10/15/13.

Notwithstanding any of the provisions hereof, the COUNTY shall have, and does hereby retain the right to utilize other depositories and the right to terminate this contract.

**11. Law Governing**

This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Texas applicable to agreements made and to be performed wholly in such state.

**12. Assigns**

No portion of the Agreement may be assigned without the express written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned, and any assignment must comply with all provisions of this Agreement.

**13. Miscellaneous**

The headings in this Agreement are for the convenience of reference only and should not be used in interpreting the Agreement. "If any provision of this Agreement is found to be illegal or unenforceable under applicable law by a court of competent jurisdiction, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms."

No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on either party unless it is in writing and signed by all parties hereto.

**14. Execution of Agreement**

BANK represents that its Board of Directors or Loan Committee has passed a resolution authorizing and approving this Agreement providing for the deposit of funds and pledges Collateral; that such resolution is reflected in the Minutes of the BANK'S Board of Directors and that a copy of this Agreement shall be maintained as an official record of the BANK.

Adopted procedure as part of Exhibit 3 to the Navarro County, Texas Investment Policy and Investment Strategies for the management and the substitution and replacement of securities held by the Depository Bank as approved by Commissioner Court June 24, 2013 and as revised 10/15/13.

EXECUTED, this \_\_\_\_\_ day of \_\_\_\_\_, 20 13.

**FOR BANK:**

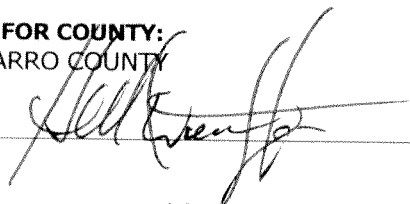
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Name (Printed) \_\_\_\_\_

Resolution Number and Date:  
\_\_\_\_\_

**FOR COUNTY:**  
NAVARRO COUNTY

 \_\_\_\_\_  
Signature

Title NAVARRO Co. Judge

Name (Printed) H. M. DAVENPORT, Jr.

Date 10-15-13

**FOR CUSTODIAN BANK:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Name (Printed) \_\_\_\_\_

Resolution Number and Date:  
\_\_\_\_\_

#28

1109



**The per user rate for use of CPT Editorial Content in a product will rise to \$15.00 for all licensees by 2015. The proposed schedule of increases is as follows:**

For distribution of Electronic Licensed Products during the period:

April 1, 2013 through December 31, 2013:

Annual release of CPT Editorial Content distributed -

\$14.00 per User per Electronic Licensed Product

For distribution of Electronic Licensed Products during the period:

January 1, 2014 through December 31, 2014

Annual release of CPT Editorial Content distributed -

\$14.50 per User per Electronic Licensed Product

For distribution of Electronic Licensed Products during the period:

January 1, 2015 through December 31, 2015

Annual release of CPT Editorial Content distributed -

\$15.00 per User per Electronic Licensed Product

If Indigent Healthcare Solutions wishes to renew its license agreement, please contact me at your earliest convenience to:

- Confirm existing licensed product(s)
- Add new licensed products
- License additional content for existing products (AMA's versions of ICD-9-CM and HCPCS, *CPT® Assistant* and/or *CPT® Changes*).
- Satisfy licensed product review requirements

If Indigent Healthcare Solutions will no longer distribute products containing CPT® content, please send us a letter giving the date of final distribution so that we may close our file.

Sincerely,

Yolanda Elion, MBA  
Licensing Manager  
Intellectual Property Services  
312 464-2566 (p)  
312 464-5131 (f)  
Yolanda.elion@ama-assn.org



## Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and **Navarro County, Texas**, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for additional price considerations of \$4.00 per month, per concurrent user to reflect the new licensing fees charged by the American Medical Association (AMA) for CPT and ICD-9 Codes.


The following documents which are effective until October 1, 2013.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- Addendum To The Data Processing Services Agreement For CPT Codes
- Amendment To The Data Processing Services Agreement For Medicaid Power Search

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of one (1) year beginning October 1, 2013 until October 1, 2014.


This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

  
Hon. H. M. Davenport, Jr.  
County Judge

10-15, 2013

IHS

  
Robert Baird  
President

6/6, 2013

## Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and **Navarro County, Texas**, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for an equal period of time and for additional price considerations of \$4.00 per month, per concurrent user to reflect the new licensing fees charged by the American Medical Association (AMA) for CPT and ICD-9 Codes.


The following documents which are effective until October 1, 2013.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- Addendum To The Data Processing Services Agreement For CPT Codes
- Amendment To The Data Processing Services Agreement For Medicaid Power Search

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of one (1) year beginning October 1, 2013 until October 1, 2014.


This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

  
Hon. H. M. Davenport, Jr.  
County Judge

10-15, 2013

IHS

  
Robert Baird  
President

6/6, 2013



DATE: 10/10/2013

TO:

Navarro County Courthouse  
300 W. 3rd Avenue Ste. 14  
Corsicana, TX 75110

FROM:

Otis Elevator Company  
1931 Market Center Blvd  
Suite 127  
Dallas, TX 75207

EQUIPMENT LOCATION:

NAVARRO COUNTY COURTHOUSE  
300 W 3RD AVE  
CORSICANA, TX 75110

Caitlin Franks  
Phone: (214) 403-5851  
Fax: (860) 660-0949

MACHINE NUMBER(S): 340367 (Courthouse)

PROPOSAL NUMBER: EZH131009103144-  
REVISED

We will provide labor and material to furnish and install on the above referenced machine(s) the following:

We will arrange for the performance of the annual QEI State Inspection and on your elevator(s) at the above-referenced building. A QEI Certified State Inspector, with the assistance of additional manpower as necessary, will perform the inspection. We will be responsible for the coordination of the inspection, notification to the State of the inspection, transportation, scheduling, handling, and processing of the associated paperwork. Following the inspection, you will receive the certificate of inspection for each elevator. We will also provide you with proposals for work required, if any, to correct any deficiencies/violations noted on the certificate of inspection. In the event that some or all required work is covered under the terms of your current contract, we will supply you with a letter detailing the work to be performed.

Once you have received the certificates of inspection, you are responsible for filing the certificate of inspection (one (1) per elevator or escalator) and the \$20.00 per elevator/escalator fee with the Texas Department of Licensing and Regulation. Should you wish to seek a waiver or delay with respect to any violation indicated by the inspection, you are responsible for requesting such waiver or delay. There is a fee of \$50.00 for each application for delay or waiver. If you were to apply for both a waiver and delay, then the fee would be \$100.00. Please note that the certificates of inspection (or requests for waiver or delay) must be filed with the state within 60 days of the date of inspection.

You hereby acknowledge that by this proposal Otis Elevator Company is subcontracting certain of its duties under its current contract including the duty to perform an annual pressure relief valve test/no load test. By the signature below, you evidence consent to such subcontract and delegation of duties by Otis Elevator Company. Failure of Otis Elevator Company to perform the delegated duties itself shall not constitute a breach of your current contract.

All work will be performed during the regular working hours of the elevator trade.

The down payment referenced below must be received prior to scheduling work.

The price quoted below does not include sales tax and is valid for 30 days from the date specified above.

The price quoted below assumes the work will be scheduled based on the availability of material and manpower to complete the job efficiently. A local Otis representative will contact you to schedule the work.

Pre-Payment Amount	Premium Percentage	Authorization (Initial)
0%	10% Add	

**Otis Service and Repair Order**

1114

PRICE: \$363.00

**Three hundred sixty-three dollars**

This price is based on a one hundred percent (100%) downpayment in the amount of \$363.00.

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Submitted by: Austin Beck

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

Date:

October 15, 2013

Signed:

[Signature]

Print Name:

H.M. DAVENPORT, Jr.

Title:

NAVARRO Co. Judge.

E-mail:

hDAVENPORT@NAVARROCOUNTY.ORG

Name of Company:

County of NAVARRO

**Otis Elevator Company**

Approved by Authorized Representative

Date:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

☐ Principal, Owner or  
Authorized Representative of Principal or Owner

☐ Agent:  
\_\_\_\_\_  
(Name of Principal or Owner)

**Otis Service and Repair Order**

1115

## TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
  2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
  3. Payments shall be made as follows: A down payment of one hundred percent (100%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
  4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
  5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefor, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
  6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
  7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
  8. Neither party shall be liable to the other for any loss, damage or delay due to any cause beyond either parties reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
  9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control.
- We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.
- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 9 ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control.
- Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to hold us harmless, and defend us and indemnify us against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
  12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. Notwithstanding any other provisions hereof, if any part delivered hereunder incorporates software, the transaction is not a sale of such software; rather, you are hereby granted merely a license to use such software solely for operating the equipment for which such part was ordered. By accepting delivery of such part, you agree not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms.
  13. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.