

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 10TH DAY OF JULY, 2006 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE ALAN BRISTOL, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JOHN PAUL ROSS.

- 1. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON  
ALL VOTED AYE
- 2. PRAYER BY COMMISSIONER HOLT
- 3. PUBLIC COMMENTS-NO COMMENTS
- 4. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF JUNE 26, 2006 BY ROSS SEC BY BALDWIN  
ALL VOTED AYE
- 5. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR BY HOLT SEC BY ROSS  
ALL VOTED AYE
- 6. MOTION TO APPROVE BUDGET AMENDMENT (\$10,500) FOR JAIL MAINTENANCE (HOT WATER HEATERS) BY ROSS SEC BY HOLT  
ALL VOTED AYE TO WIT 40 page 253
- 7. MOTION TO APPROVE PURCHASING A LAPTOP FOR NARCOTICS FROM JP'S TECHNOLOGY FUND BY JUDGE BRISTOL SEC BY HOLT  
ALL VOTED AYE
- 8. MOTION TO APPROVE CASH SAFEGUARD POLICY BY JUDGE BRISTOL SEC BY HOLT TO WIT 40 page 254  
ALL VOTED AYE
- 9. MOTION TO APPROVE LEAVING BURN BAN AS WE HAVE IT NOW BY ROSS SEC BY HERRINGTON  
ALL VOTED AYE
- 10. MOTION TO APPROVE THE GRANT FROM NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTOCOG) FOR AUDIO RECORDING DEVICE FOR COMMUNICATION (\$24,935.00) BY JUDGE BRISTOL SEC BY ROSS  
ALL VOTED AYE

11. MOTION TO APPROVE BUDGET AMENDMENT FOR FUNDING FROM NORTH TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) FOR AUDIO RECORDING DEVICE FOR COMMUNICATION BY JUDGE BRISTOL SEC BY ROSS TO WIT 40 Page 355  
ALL VOTED AYE

12. MOTION TO APPROVE POSTING FOR BEGINNING PROCEDURES TO CLOSE A PORTION OF NE CR 1120 IN PRECINCT #1 BY HERRINGTON SEC BY BALDWIN  
ALL VOTED AYE

13. MOTION TO APPROVE TAX ABATEMENT AGREEMENT FOR LANCE MANUFACTURING LLC AS DID THE CITY BY ROSS SEC HERRINGTON TO WIT 40 Page 356-259  
ALL VOTED AYE

14. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNEMENT CODE SECTION 551.071 TO DISCUSS PENDING REAL PROPERTY BY JUDGE BRISTOL SEC BY ROSS  
ALL VOTED AYE

MOTION TO COME OUT OF EXECUTIVE SESSION BY JUDGE BRISTOL SEC BY HOLT

MOTION BY JUDGE BRISTOL FOR THE AUDITOR TO CUT CHECK FOR \$160,000 FOR PURCHASE OF PROPERTY ON HARDY AVENUE FOR PRECINCT 1 BARN JUDGE BRISTOL AMEND MOTION TO CUT CHECKS SEC BY ROSS

VOTED:

JUDGE AYE

BALDWIN-AYE

HERRINGTON-NO

ROSS-AYE

HOLT-AYE

PASSES WITH A 4-1 VOTE

15. MOTION TO ADJOURN BY ROSS SEC BY HERRINGTON  
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS 24 DAY OF JULY 2006.

JUDGE ALAN BRISTOL

COMR.PCT.1 KIT HERRINGTON

COMR.PCT.2 FAITH HOLT

*[Handwritten signatures of Alan Bristol, Kit Herrington, and Faith Holt over their respective names]*

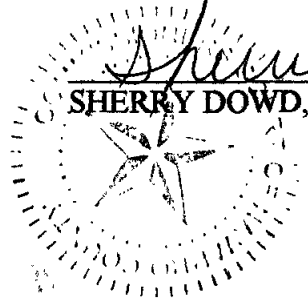
COMR.PCT.3 WILLIAM BALDWIN William Baldwin

COMR.PCT.4 JOHN PAUL ROSS John Paul Ross

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JULY 10TH, 2006

SIGNED ~~Sherry Dowd~~ 24<sup>th</sup> DAY OF JULY 2006

Sherry Dowd  
SHERRY DOWD, COUNTY CLERK



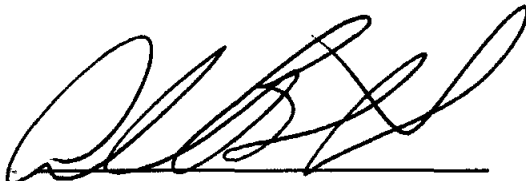
NAVARRO COUNTY, TEXAS  
BUDGET AMENDMENT  
SUBMITTED FOR APPROVAL JULY 10, 2006

In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2006 Operating Budget are submitted for your consideration and approval:

253

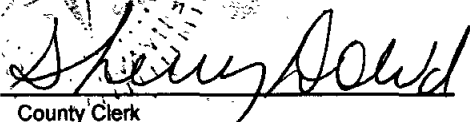
<u>DEPARTMENT</u>	<u>CATEGORY</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>General - County Jail</u>			
101-512-445	Repairs & Maintenance	\$ 10,500	Replace water heaters in County Jail.
	Net Budget Amendment	<u>\$ 10,500</u>	

APPROVED this 10th day of July, 2006



County Judge

ATTEST:

  
County Clerk

**Navarro County Commissioners Court  
Cash Safeguard Policy**

WHEREAS, proper physical safeguards over assets decrease the County's susceptibility to misappropriation and theft; and

WHEREAS, the Commissioners Court recognizes the importance of protecting county assets; and

NOW THEREFORE, BE IT RESOLVED and ordered that each county office that collects fees in the form of cash, check or money order shall keep these assets in a controlled, locked drawer or restricted, secure area during the day; and


BE IT FURTHER RESOLVED failure to comply with this policy will result in cash change funds being returned intact to the County Treasurer.

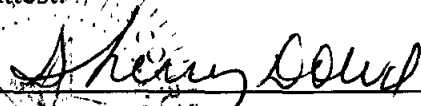
Adopted this 10<sup>th</sup> day of July, 2006.



Alan Bristol  
County Judge

Attest:



  
Sherry Dowd  
County Clerk


NAVARRO COUNTY, TEXAS  
BUDGET AMENDMENT  
SUBMITTED FOR APPROVAL JULY 10, 2006

In accordance with Section 111.010 (c) of the *Texas Local Government Code* the following amendment to the 2006 Operating Budget are submitted for your consideration and approval:

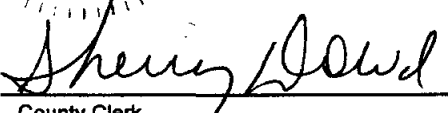
255


<u>DEPARTMENT</u>	<u>CATEGORY</u>	<u>AMOUNT</u>	<u>REMARKS</u>
<u>General Fund</u>			
101-380-500	NCTCOG - Voice Recorder	\$ (25,000)	Budget funds for Digital Voice Recorder (To be reimbursed 100% by NCTCOG)
101-512-575	Machinery & Equipment	<u>25,000</u>	
	Net Budget Adjustment	<u>\$ -</u>	

APPROVED this 10th day of July, 2006

  
County Judge

ATTEST:

  
County Clerk



256

STATE OF TEXAS §

COUNTY OF NAVARRO §

**AGREEMENT**

This Agreement is entered into by and between Navarro County, Texas, duly acting herein by and through its County Judge, hereinafter referred to as COUNTY; and Lance Mfg. LLC duly acting by and through its President hereinafter referred to as OWNER.

*vice [signature] and*

**WITNESSETH:**

**WHEREAS**, on the 13<sup>th</sup> day of June, 2001, the City Council of the City of Corsicana, Texas, passed an ordinance establishing an Enterprise Zone in the City of Corsicana, Texas for commercial/industrial tax abatement, hereinafter referred to as ORDINANCE, as authorized by Chapter 312, Texas Tax Code; and

**WHEREAS**, the COUNTY has previously adopted a Tax Abatement Policy; and

**WHEREAS**, the Tax Abatement Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY as required by Chapter 312, Texas Tax Code; and

**WHEREAS**, the COUNTY has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

**WHEREAS**, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Corsicana area to the long term interest and benefit of the COUNTY; and

**WHEREAS**, the contemplated use of the property, as hereinafter defined, the contemplated improvements to the property in the amount as set forth in this AGREEMENT and the other terms hereof are consistent with encouraging development of said Enterprise Zone in accordance with the purposes for its creation and are in compliance with the COUNTY's Tax Abatement Policy;

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

§1. The property to be the subject of this AGREEMENT shall be that property described by metes and bounds and map attached hereto as EXHIBITS "A" and "B" and made a part hereof and shall be hereinafter referred to as PROPERTY.

§2. The OWNER has begun improvements to the property and personal property acquisitions

as specifically described in EXHIBIT "C" (hereinafter referred to as IMPROVEMENTS) with an estimated cost of \$7,600,000, which improvements will be completed on or about December 2007; provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, and strikes. The date of completion of the IMPROVEMENTS shall be defined as the date a Certificate of Occupancy is issued by the City of Corsicana.

§3. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in accordance with all applicable State and local laws, codes and regulations or valid waiver thereof.

§4. In the event that (a) OWNER allows its ad valorem taxes owed the COUNTY to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or (b) OWNER breaches any of the terms or conditions of this AGREEMENT, then this AGREEMENT shall be in default. In the event that the OWNER defaults in its performance of either (a) or (b) above, then the COUNTY shall give the OWNER written notice of such default and if the OWNER has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period owing to cause beyond the control of the OWNER, this AGREEMENT may be terminated by the COUNTY. Notice shall be in writing and shall be delivered by personal delivery or certified mail to the President/Owner at its Corporation Office address of record. As liquidated damages in the event of default, all taxes which otherwise would have been paid to the COUNTY without the benefit of abatement (interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty) will become a debt to the COUNTY and shall be due, owing and paid to the COUNTY within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of the COUNTY subject to any and all lawful offsets, settlements, deductions, or credits to which OWNER may be entitled. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

§5. It is understood and agreed among the parties that the PROPERTY, which is within Enterprise Zone and Reinvestment Zone shall be appraised at market value for the purposes of property tax assessment effective January 1, 2007, and continued at market value until the expiration of this AGREEMENT.

§6. The COUNTY represents and warrants that the PROPERTY does not include any property that is owned by a member of the City Council approving, or having responsibility for the approval of this AGREEMENT.



§7. The terms and conditions of the AGREEMENT are binding upon the successors and assigns of all parties hereto. However, this AGREEMENT cannot be assigned by OWNER other than to an affiliate of OWNER unless written permission is first granted by the COUNTY, which permission shall not be unreasonably withheld.

§8. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and the COUNTY assumes no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY there from; it is further understood and agreed among the parties that the COUNTY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY agrees to indemnify and hold harmless the OWNER there from.

§9. The OWNER further agrees that the COUNTY, its agents and employees, shall have reasonable right of access to the PROPERTY to inspect the IMPROVEMENTS in order to ensure that the construction of the IMPROVEMENTS is in accordance with this AGREEMENT and all applicable State and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the COUNTY shall have the continuing right to inspect the PROPERTY to ensure that it is thereafter maintained and operated in accordance with this AGREEMENT during the term of this AGREEMENT.

§10. Subject to the terms and conditions of this agreement, and subject to the rights of holders of any outstanding bonds of the COUNTY, a portion of personal property and ad valorem real property taxes from the PROPERTY otherwise owed to the COUNTY shall be abated. Said abatement shall be an amount equal to 50% per year of the taxes assessed upon the increased value of the eligible PROPERTY over the value in the year in which the project was begun and in accordance with the terms of this AGREEMENT and all applicable State and local regulations or valid waiver thereof; provided that the OWNER shall have the right to protest and/or contest any assessment of the PROPERTY and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of ten (10) years beginning from the first day of January 2007 and shall apply to the improvements to the property that is part of Phase I and Phase II. The abatement that applies to the improvements to the property that is part of Phase II shall begin from the first day of January 2008, or from the first day of January in the year following the completion of Phase II of the project.

§11. This AGREEMENT was authorized by resolution of the Commissioner's Court at its regularly scheduled meeting on the 10<sup>th</sup> day of July, 2006, authorizing the County Judge to execute the AGREEMENT on behalf of the City.

§12. This AGREEMENT was entered into by Lance Mfg. LLC pursuant to authority granted by its Board of Directors on the 8 day of June, 2006.

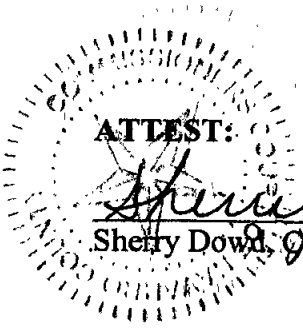
§13. This AGREEMENT shall constitute a valid and binding agreement between the COUNTY and OWNER when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement.

This AGREEMENT is performable in Navarro County, Texas, witness our hands this

10<sup>th</sup> day of July, 2006.


**APPROVED:**

  
Alan Bristol, County Judge



**ATTEST:**

  
Sherry Dowd, County Clerk

By:   
vice President  
Lance Mfg. LLC

**ATTEST:**

  
\_\_\_\_\_