

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 9TH DAY OF FEBRUARY, 2009 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE H.M. 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. PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- BRUCE HOWARD-NEED TO BE THINKING  
ABOUT GIVING THE VFD MORE MONEY THIS YEAR .  
TAMMY CUNNINGHAM-WAS THE ROAD IN PCT 3 DONE CORRECTLY  
WITH THE BID PROCESS

**CONSENT AGENDA**

- MOTION TO APPROVE ITEM 5-8 BY HERRINGTON SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS  
MEETINGS OF JANUARY 15TH, 2009, JANUARY 26, 2009 AND  
FEBRUARY 2, 2009
  6. MOTION TO APPROVE THE MINUTES OF THE JANUARY 8, 2009  
PLANNING AND ZONING MEETING **TO WIT PG 477A**
  7. MOTION TO APPROVE REPLAT OF LOTS 49 AND 50 OF THE SHORES  
ON RICHALND CHAMBERS PHASE I BY GAMAL ABEL-HAFIZ
  8. MOTION TO APPROVE ZONING CHANGE #09-404 FROM AGRICULTURE  
TO SINGLE FAMILY 3 FOR JULIE D'JONILI. THIS PROPERTY CONSISTS  
OF 31 ACRES IN THE D. DUNHAM ABSTRACT AND LOCATED OFF SE  
3300

**REGULAR AGENDA ITEMS**

9. MOTION TO APPROVE PUBLIC POWER POOL, P3 ELECTRIC  
AGGREGATION GIVING JUDGE DAVENPORT AUTHORITY TO SIGN  
CONTRACT AS HE SEES NECESSARY WITH NOTIFCATION TO

COMMISSIONERS BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

10. STRIKE TO APPROVE COMMISSIONER'S COURT ORDER-AN ORDER OF THE COMMISSIONER'S COURT OF NAVARRO COUNTY, TEXAS CREATING THE CORSICANA DOWNTOWN REVITALIZATION DISTRICT
11. MOTION TO APPROVE THE APPLICATIONS REINVESTMENT TAX CREDITS FOR PROPERTIES LOCATED IN THE HISTORIC DOWNTOWN DISTRICT-CORSICANA (\$6235.14) BY HERRINGTON SEC BY HOLT  
ALL VOTED AYE MOTION CARRIED TO WIT: 478-479  
NO APPLICATION FILED AT TIME OF COURT
12. NO ACTION TAKEN ON BURN BAN
13. MOTION TO APPROVE TAX REPORT FROM RUSSELL P. HUDSON BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED TO WIT PG 480-484
14. MOTION TO APPROVE CHANGING PRECINCT 203 POLLING LOCATION TO KERENS ADMINISTRATION BUILDING BY HOLT SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE THE AUDITOR TO GO OUT FOR BIDS ON SE 3285 AND SE 3130 CONTIGENT ON GETTING SURYOR BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE RESCHEDULING COMMISSIONERS COURT FROM MONDAY MARCH 9, 2009 TO FRIDAY, MARCH 13, 2009 BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE MEMORANDUM OF AGREEMENT BETWEEN NAVARRO COUNTY, THE NORTH TEXAS HIDTA EXECUTIVE BOARD AND LANCE SUMPTER TO SERVE AS THE DIRECTOR OF THE NORTH TEXAS HIDTA BY OLSEN SEC BY HOLT TO WIT PG 485-493  
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE DISTRICT COURT JUDGMENT NUMBER 09-17902-CV FROM THE 13<sup>TH</sup> DISTRICT COURT BY WARREN SEC BY HERRINGTON  
TO WIT PG 494-495  
ALL VOTED AYE MOTION CARRIED

- 19. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR BY OLSEN SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

MOTION TO RECESS UNTIL 1:30 BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

MOTION TO COME OUT OF RECESS BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.071 TO DISCUSS PENDING OR ANTICIPATED LIGATION-NO DICUSSION NEEDED

MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY HERRINGTON  
ALL VOTED AYE MOTION CARRIED

MOTION TO GO BACK INTO REGULAR SESSION BY WARREN SEC BY OLSEN  
ALL VOTED AYE MOTION CARRIED

NO DECISION MADE WILL HAVE MEETING ON THURSDAY

- 20. MOTION TO ADJOURN BY HOLT SEC BY WARREN  
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 23 DAY OF FEBRUARY 2009.

JUDGE HM DAVENPORT \_\_\_\_\_  
 COMR.PCT.1 KIT HERRINGTON *Kit Herrington*  
 COMR.PCT.2 FAITH HOLT *Faith S. Holt*  
 COMR.PCT.3 DAVID "BUTCH" WARREN *David B. Warren*  
 COMR.PCT.4 JAMES OLSEN *James Olsen*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE

COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR FEBRUARY 9,  
2009.

SIGNED 23 DAY OF FEBRUARY 2009.

Sherry Dowd  
SHERRY DOWD, COUNTY CLERK





**NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT**

*Vicki Stoecklein* - Administrator

*Becky Garrett* - Addressing

*Stanley Young* - Environmental Services

*Robert Gray* - Environmental Services

300 West Third Avenue

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**PLANNING AND ZONING COMMISSION MINUTES**

January 8, 2009

5.30 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 - absent  
Pam Chapman - absent  
Dennis Bancroft - present  
Charles Irvine - present  
Eben Dale Stover - absent

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

Item #1 on the agenda was consideration of the minutes of the October 2, 2008 Planning and Zoning meeting. Motion to approve Commissioner White, second by Commissioner Newton, all voted aye.

Item # 2 on the agenda was a presentation by the Strategic Planning Group. No action was taken on this item.

Item # 3 on the agenda was consideration of specific use permit #08-395 for Paul Wilbur. Mr. Wilbur plans to use a travel trailer while his home is under construction on lot 23 of Rustling Oaks Phase III. Motion to approve by Commissioner Newton, second by Commissioner Bancroft, all voted aye.

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Planning and Zoning  
January 8, 2009

Item #4 on the agenda was specific use permit #08-399 for Lester Thomas. This request is for a 10'x12' storage building to be located on lot 3 blk. A of Rustling Oaks Phase III. This building is to be used for storage only with no utilities. Motion to approve by Commissioner Smith, second by Commissioner Watkins, all voted aye.

Item #5 on the agenda was specific use permit #08-401 for Brenda Lotz. This request is for a 10'x14' storage building to be located on lot 11, blk. A of Rustling Oaks Phase III. This building is to be used for storage only with no utilities. Motion to approve by Commissioner Irvine, second by Vice Chairman Moe, all voted aye.

Item # 6 on the agenda was a replat of lots 20 and 21 of The Shores Phase I by Luis Gervara. Motion to approve by Vice Chairman Moe, second by Commissioner Newton, all voted aye.

Item #7 on the agenda was a replat of lots 30 and part of 29 of Arrowhead by Carl Wells. The replat contained a factual inaccuracy; it attempted to abandon an easement accessing the City of Corsicana's intake structure. Motion to deny by Commissioner Newton, second by Commissioner Irvine, all voted aye with the exception of Chairman Jacobson and Vice Chairman Moe, both abstained.

Item # 8 on the agenda was specific use permit #08-400 for XTO Energy, Inc. This request is for a gas well to be located in the Gatlin Gas Unit located off SE 1230. XTO will be accessing the well site from FM 416, no road bond will be required and the land owner has requested a barbed wire fence instead of chain link with mesh. Motion to approve by Commissioner Irvine, second by Commissioner Smith, all voted aye.

Item # 9 on the agenda was specific use permit #08-402 for XTO Energy, Inc. This request is for a gas well to be located in the Newman Gas Unit located off SE 2210. Motion to approve by Commissioner Smith, contingent upon XTO providing a road bond and satisfying the requirement for fencing, second by Commissioner White, all voted aye.

Item # 10 on the agenda was specific use permit # 08-403 for XTO Energy, Inc. This request is for a gas well to be located in the Fullwood Gas Unit located off SE 3140. Motion to approve by Commissioner Newton, contingent upon XTO providing a road bond and satisfying the requirement for fencing, second by Commissioner Watkins, all voted aye.

Adjourn.

**2008**  
**Downtown Reinvestment Tax Credit**  
**Corsicana, Navarro County, Texas**

<i>Property Address</i>	<i>Property Owner</i>	<i>Maximum County Tax Credit</i>
<b>114 West Collin</b> <i>Roof repairs: total reported \$ 390.92</i> <i>City Tax Credit \$ 223.28 - total tax credits available \$ 393.55</i>	<b>Michael Kaster</b>	<b>\$ 170.27</b>
<b>112 West Collin</b> <i>Roof repairs: total reported \$ 389.06</i> <i>City Tax Credit \$ 222.22 - total tax credits available \$ 391.68</i>	<b>Michael Kaster</b>	<b>\$ 169.46</b>
<b>109 South Main</b> <i>Rework windows, repaint brick and paint: total reported \$ 14,960.00</i> <i>City Tax Credit \$ 460.48 - total tax credits available \$ 928.69</i>	<b>Tina &amp; Terry Jacobson</b>	<b>\$ 468.21</b>
<b>405 North Beaton</b> <i>HV A C, plumbing electrical, and roof repairs: total reported \$ 37,465.00</i> <i>City Tax Credit \$ 262.55 - total tax credits available \$ 462.77</i>	<b>Oswaldo Xolapa</b>	<b>\$ 200.22</b>
<b>309 North Beaton</b> <i>Plumbing electrical, and framing total reported \$ 10,869.79</i> <i>City Tax Credit \$ 440.67 - total tax credits available \$ 776.72</i>	<b>Lowell Dunn &amp; Carrie Kindle</b>	<b>\$ 336.05</b>
<b>123 West Collin</b> <i>Repair facade and paint: total reported \$ 1000.00</i> <i>City Tax Credit \$ 274.71 - total tax credit available \$ 484.21</i>	<b>B. Joyce Thedford</b>	<b>\$ 209.50</b>
<b>101 North Beaton</b> <i>Elevator upgrades: total reported \$ 9874.00</i> <i>City Tax Credit \$ 3866.96 - total tax credit available \$ 6815.95</i>	<b>Jon Bruegl</b>	<b>\$ 2948.99</b>
<b>108 West 3<sup>rd</sup> Avenue</b> <i>Clean, paint &amp; replace doors: total reported \$ 5340.00</i> <i>City Tax Credit \$ 536.50 - total tax credit available \$ 945.63</i>	<b>Peggy Herod</b>	<b>\$ 409.13</b>
<b>316 North Main</b> <i>Reseal roof and repair drains: total reported \$ 6480.00</i> <i>City Tax Credit \$ 825.83 - total tax credit available \$ 1455.61</i>	<b>Alexander Yukon</b>	<b>\$ 629.78</b>
<b>122 &amp; 124 North Beaton</b> <i>Installation of Insulation: total reported \$ 1459.50</i> <i>City Tax Credit \$ 587.68 - total tax credit available \$1035.84</i>	<b>Dan &amp; Tabitha Wilkes</b>	<b>\$ 448.16</b>

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<b>226 North Commerce</b>	<b>Otto Baker</b>	<b>\$ 245.37</b>
<i>Restore, repair and repaint exterior &amp; interior: total reported \$ 7,000.00</i>		
<i>City Tax Credit \$ 321.75 – total tax credit available \$ 567.12</i>		
<b>Total County Tax Credit</b>		<b>\$ 6,235.14</b>

**2008 Summary**  
**Downtown Corsicana Reinvestment Tax Credit**

<b>Total Downtown Property Tax Credit Applications</b>	<b>11</b>
<b>Total Tax Credit Projects Reinvestment</b>	<b>\$ 94,328.27</b>
<b>Total Navarro County Tax Credits</b>	<b>\$ 6,235.14</b>
<b>Total City of Corsicana Tax Credits</b>	<b>\$ 8,022.63</b>
<b>Total Tax Credits Issued</b>	<b>\$ 14,257.77</b>



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<b>FILED FOR RECORD</b> AT <u>10:00</u> O'CLOCK <u>  </u> M
<b>FEB 09 2009</b>
SHERRY DOWD COUNTY CLERK NAVARRO COUNTY, TEXAS BY <u>[Signature]</u> 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.

NAVARRO COUNTY, TEXAS  
ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2009

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>NAVARRO COUNTY</b>								LEVY
CURRENT	5,532,998.08		3,355.24	5,536,353.32	110,728.82	5,425,624.50		14,028,657.92
DELINQUENT	30,146.83		11,682.37	41,829.20	836.57	40,992.63	8,037.50	%
TOTAL	5,563,144.91	-	15,037.61	5,578,182.52	111,565.39	5,466,617.13	8,037.50	39.44%
<b>NAVARRO COLLEGE</b>								LEVY
CURRENT	1,135,108.26		650.12	1,135,758.38	5,838.27	1,129,920.11		2,886,499.94
DELINQUENT	6,787.43	-	3,041.83	9,829.26	794.35	9,034.91	1,834.07	%
TOTAL	1,141,895.69	-	3,691.95	1,145,587.64	6,632.62	1,138,955.02	1,834.07	39.32%
<b>CITY OF RICE</b>								LEVY
CURRENT	31,132.47	-	53.33	31,185.80	168.94	31,016.86		93,480.90
DELINQUENT	349.54		97.61	447.15	26.15	421.00	91.02	%
TOTAL	31,482.01	-	150.94	31,632.95	195.09	31,437.86	91.02	33.30%
<b>CITY OF KERENS</b>								LEVY
CURRENT	54,799.67	58.00	14.75	54,756.42	263.25	54,493.17		236,680.79
DELINQUENT	627.96	-	164.21	792.17	44.18	747.99	158.43	%
TOTAL	55,427.63	58.00	178.96	55,548.59	307.43	55,241.16	158.43	23.15%
<b>CITY OF CORSICANA</b>								LEVY
CURRENT	3,375,926.00	-	3,230.45	3,379,156.45	17,687.22	3,361,469.23		7,423,814.89
DELINQUENT	10,870.32	-	5,205.32	16,075.64	1,355.64	14,720.00	2,995.52	%
TOTAL	3,386,796.32	-	8,435.77	3,395,232.09	19,042.86	3,376,189.23	2,995.52	45.47%

NAVARRO COUNTY, TEXAS  
ADVALOREM TAXES COLLECTED DURING THE MONTH ENDING JANUARY 2009

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>CITY OF BARRY</b>								LEVY
CURRENT	4,429.07			4,429.07	22.15	4,406.92		14,049.36
DELINQUENT				-		-		%
TOTAL	4,429.07	-	-	4,429.07	22.15	4,406.92	-	31.53%
<b>CITY OF EMHOUSE</b>								LEVY
CURRENT	2,340.61	-		2,340.61	11.72	2,328.89		8,384.44
DELINQUENT	14.31		28.23	42.54	7.13	35.41	6.38	%
TOTAL	2,354.92	-	28.23	2,383.15	18.85	2,364.30	6.38	27.92%
<b>CITY OF RICHLAND</b>								LEVY
CURRENT	5,365.60	-		5,365.60	26.84	5,338.76		13,651.68
DELINQUENT	10.84		2.60	13.44	0.70	12.74	2.69	%
TOTAL	5,376.44	-	2.60	5,379.04	27.54	5,351.50	2.69	39.30%
<b>CITY OF GOODLOW</b>								LEVY
CURRENT	369.30	-		369.30	1.86	367.44		2,877.74
DELINQUENT	12.21		1.87	14.08	0.53	13.55		%
TOTAL	381.51	-	1.87	383.38	2.39	380.99	-	12.83%
<b>CITY OF DAWSON</b>								LEVY
CURRENT	21,400.52			21,400.52	107.04	21,293.48		63,435.27
DELINQUENT	363.78		163.15	526.93	42.61	484.32	105.38	%
TOTAL	21,764.30	-	163.15	21,927.45	149.65	21,777.80	105.38	33.74%
<b>CITY-BLOOMING GROVE</b>								LEVY
CURRENT	21,275.44			21,275.44	106.33	21,169.11		84,424.56
DELINQUENT	593.10		240.62	833.72	63.11	770.61	159.50	%
TOTAL	21,868.54	-	240.62	22,109.16	169.44	21,939.72	159.50	25.20%

NAVARRO COUNTY, TEXAS

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
<b>BLOOMING GROVE ISD</b>								LEVY
CURRENT	390,335.39			390,335.39	1,951.63	388,383.76		1,315,359.35
DELINQUENT	5,795.33		2,478.57	8,273.90	648.70	7,625.20	1,588.75	%
TOTAL	396,130.72	-	2,478.57	398,609.29	2,600.33	396,008.96	1,588.75	29.68%
<b>DAWSON ISD</b>								LEVY
CURRENT	340,599.17	-		340,599.17	1,703.26	338,895.91		1,230,122.36
DELINQUENT	1,986.62	-	752.75	2,739.37	198.11	2,541.26	528.58	%
TOTAL	342,585.79	-	752.75	343,338.54	1,901.37	341,437.17	528.58	27.69%
<b>RICE ISD</b>								LEVY
CURRENT	351,166.27		204.68	351,370.95	1,807.39	349,563.56		1,096,679.01
DELINQUENT	2,579.97		864.95	3,444.92	229.11	3,215.81	746.10	%
TOTAL	353,746.24	-	1,069.63	354,815.87	2,036.50	352,779.37	746.10	32.02%
<b>NAVARRO COUNTY ESD#1</b>								LEVY
CURRENT	35,331.67		1.15	35,332.82	176.90	35,155.92		104,464.88
DELINQUENT				-		-		%
TOTAL	35,331.67	-	1.15	35,332.82	176.90	35,155.92	-	33.82%
<b>GRAND TOTAL</b>	<b>11,362,715.76</b>	<b>58.00</b>	<b>32,233.80</b>	<b>11,394,891.56</b>	<b>144,848.51</b>	<b>11,250,043.05</b>	<b>16,253.92</b>	

MEMO:

TOTAL COLLECTED	<u>11,411,145.48</u>
ROLLBACK TAXES	<u>                    </u>
TAX CERTIFICATES	<u>57.50</u>
HOT CK FEES	<u>80.00</u>

YR-TO-DATE % CURRENT COLLECTED:

COUNTY	<u>79.20%</u>	RICHLAND	<u>66.79%</u>
COLLEGE	<u>79.19%</u>	GOODLOW	<u>46.50%</u>
RICE	<u>74.47%</u>	DAWSON ISD	<u>77.08%</u>
KERENS	<u>75.09%</u>	CITY-BL GROVE	<u>73.57%</u>
CORSICANA	<u>83.09%</u>	B G ISD	<u>72.27%</u>
BARRY	<u>72.55%</u>	DAWSON ISD	<u>79.39%</u>
EMHOUSE	<u>55.44%</u>	RICE ISD	<u>74.90%</u>
N C ESD #1	<u>77.51%</u>		

**NAVARRO COUNTY, TEXAS**  
**AD VALOREM TAXES COLLECTED DURING THE MONTH OF**  
**JANUARY 2009**

	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
<b>CURRENT TAXES</b>						
COUNTY	4,542,447.87	2,784.34	4,545,232.21	90,906.19	4,454,326.02	
ROAD & BRIDGE	901,355.40	521.71	901,877.11	18,039.46	883,837.65	
FLOOD CONTROL	89,194.81	49.19	89,244.00	1,783.17	87,460.83	
<b>TOTAL</b>	<b>5,532,998.08</b>	<b>3,355.24</b>	<b>5,536,353.32</b>	<b>110,728.82</b>	<b>5,425,624.50</b>	<b>-</b>
<b>DELINQUENT TAXES</b>						
COUNTY	24,678.19	9,365.62	34,043.81	681.09	33,362.72	6,575.94
STATE	-	-	-	-	-	-
ROAD & BRIDGE	5,003.10	2,147.54	7,150.64	142.84	7,007.80	1,341.45
FLOOD CONTROL	465.54	169.21	634.75	12.64	622.11	120.11
<b>TOTAL</b>	<b>30,146.83</b>	<b>11,682.37</b>	<b>41,829.20</b>	<b>836.57</b>	<b>40,992.63</b>	<b>8,037.50</b>
<b>TOTAL ALLOCATION</b>						
COUNTY	4,567,126.06	12,149.96	4,579,276.02	91,587.28	4,487,688.74	6,575.94
STATE		-		-		-
ROAD & BRIDGE	906,358.50	2,669.25	909,027.75	18,182.30	890,845.45	1,341.45
FLOOD CONTROL	89,660.35	218.40	89,878.75	1,795.81	88,082.94	120.11
<b>TOTAL</b>	<b>5,563,144.91</b>	<b>15,037.61</b>	<b>5,578,182.52</b>	<b>111,565.39</b>	<b>5,466,617.13</b>	<b>8,037.50</b>

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**COUNTY TAX REPORT**  
 Prepared by Gail Smith  
 Navarro County Tax Office

2009 Memorandum of Agreement  
between,  
the North Texas HIDTA Executive Board,  
Navarro County, Texas and Lance Sumpter

This memorandum of agreement is made by and between the Executive Board of the North Texas High Intensity Drug Trafficking Area ("EB NORTH TEXAS HIDTA"), Navarro County, Texas ("NAVARRO COUNTY") and Lance Sumpter (contractor).

The EB NORTH TEXAS HIDTA desires to have Lance Sumpter to serve as its Director and to perform certain services for and on its behalf as enumerated herein, together with such additional duties and responsibilities as may be agreed upon from time to time between Lance Sumpter, the Office of National Drug Control Policy (ONDCP) and the EB North Texas HIDTA, and

Lance Sumpter desires to provide the above referenced certain personal services for or on behalf of the EB NORTH TEXAS HIDTA acting as its Director; and

Acknowledging that Navarro County will be the contracting agency for Lance Sumpter providing the funds for his salary, fringes, and other benefits as has been approved for by the EB NORTH TEXAS HIDTA with funds provided for within the grant; and

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties memorialize their agreement as follows:

1. **Effective Date:** This Agreement, upon approval by the EB NORTH TEXAS HIDTA and in coordination with NAVARRO COUNTY, shall be effective as of February 16, 2009.
2. **Term of Agreement:** Subject to the contingencies set forth in paragraphs 3 and 11 below and in Exhibit A of this contract, this Agreement is for a term of 22.5 months from the effective date. Thereafter, this Agreement will be considered by NAVARRO COUNTY with approval of the EB NORTH TEXAS HIDTA for renewal for subsequent 12 month terms provided:
  - A. The Director notifies the EB NORTH TEXAS HIDTA and NAVARRO COUNTY, in writing, no later than 120 days prior to the expiration of the term that he/she desires to seek an extension; and,
  - B. Any requested modifications to the existing terms, by either

the Director or the EB NORTH TEXAS HIDTA, shall be submitted in writing to the EB NORTH TEXAS HIDTA no later than 60 days prior to the expiration of the term.

If the parties are unable to agree on the terms of any proposed extension prior to the expiration of the term, or if the Director fails to notify the EB NORTH TEXAS HIDTA in accordance with paragraph 2A, this Agreement shall terminate.

3. **Contingency:** All parties understand that this Agreement will not be renewed or be effective beyond the first twelve (12) months unless NAVARRO COUNTY receives funding for the fiscal year in which the renewal or extended term falls.
4. **Services to be provided by the Director:** Lance Sumpter agrees to perform the duties of the Director, North Texas HIDTA, as specified by the EB NORTH TEXAS HIDTA, and the ONDCP, including but not limited to the following:
  - A. Develop and submit, with the concurrence of the EB NORTH TEXAS HIDTA, the four major requirements of the HIDTA Program: Threat Assessment, Strategy, Initiatives/Budget and Annual Report.
  - B. Exercise programmatic, administrative and fiscal oversight and support of all HIDTA initiatives and ensure they are in compliance with the ONDCP/HIDTA Program Guidance and other program requirements. However, the Director shall not exercise operational control of law enforcement initiatives.
  - C. Exercise reprogramming authority consistent with the HIDTA Program Guidance.
  - D. Maintain accountability of all equipment purchased with HIDTA funds through an inventory system.
  - E. Assist HIDTA agencies in establishing and recording the outputs for each initiative and the outcomes of the North Texas HIDTA.
  - F. Assist HIDTA agencies in establishing and recording the outputs for each initiative to the overall HIDTA strategy.
  - G. Facilitate the flow of information between and among the initiatives and supporting agencies. Promote regional and national cooperation, as appropriate.
  - H. Provide advice to the EB NORTH TEXAS HIDTA concerning the status direction and success of the HIDTA initiatives, programs and

requirements from ONDCP.

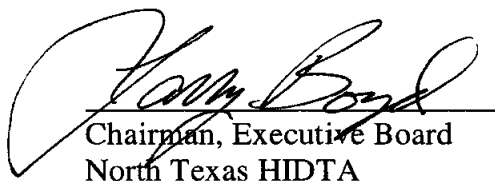
- I. In response to time sensitive administrative and programmatic tasking, make decisions on behalf of the EB NORTH TEXAS HIDTA based upon the previous direction, decisions and knowledge of the EB NORTH TEXAS HIDTA.
  - J. Ensure continuous dialogue among members of the Executive Board. Be fair and impartial in pursuit of projects and programs aimed at achieving the maximum benefit for the HIDTA.
  - K. Perform HIDTA travel only to represent or fulfill requirements of the Executive Board or the national ONDCP/HIDTA program.
  - L. Perform additional duties/requirements identified by the Executive Board which must be consistent with ONDCP/HIDTA Program Guidance and deemed necessary to enhance the HIDTA Program.
  - M. With the concurrence of the Executive Board and the Director, NAVARRO COUNTY will hire staff personnel for the North Texas HIDTA, for positions which have been approved and funded by the ONDCP. The Director will provide daily supervision and other required management functions for these individuals.
5. **Limitation of the Director's Authority:** Notwithstanding anything to the contrary in paragraph 4 above, the Director will have no authority whatsoever over and no duty with respect to any operational control of law enforcement by the North Texas HIDTA. The Director will not be held responsible for the actions or omissions of any law enforcement personnel working on or on behalf of the North Texas HIDTA, including, but not limited to, any alleged failure to adequately train, direct, or supervise such personnel.
6. **Obligations of North Texas HIDTA:** North Texas HIDTA shall authorize the following payments and expenditures to the Director, through a cooperative agreement between Navarro County, Texas and the ONDCP:
- A. Office facilities and the necessary office furnishings, equipment and accouterments for the Director to perform the services and duties contemplated in paragraph 4 above including but not limited to the following:
    - 1) Automobile: The Director will be provided with a monthly vehicle allowance of \$500.00 per month. The Director shall be responsible for gas, insurance, registration, maintenance, repairs, and any other vehicle related expenses.

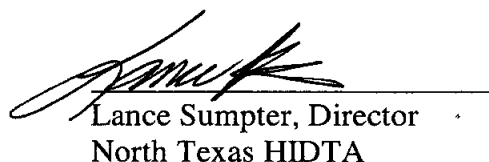


- 2) **Cellular Telephone:** The Director will be required to obtain a cellular telephone for official, North Texas HIDTA business. The Director will be provided a monthly cell phone allowance of \$75.00.
  - 3) **Other Expenses:** The Director will be reimbursed for approved travel related expenses and fees for conferences and training which are incurred while performing the services contained in this Agreement. Such requests for reimbursement must have the prior written approval of the Chairman or the Vice-Chairman of the Executive Board.
- B. Public officials' liability insurance will be provided to the Director.
- C. The North Texas HIDTA shall authorize salary to the Director of an annual sum equivalent to a GS 15 Step 1 on the approved 2009 Federal GS pay scale for the Dallas-Fort Worth locality pay rate, plus a 30% allowance for fringe benefits for the services provided by the Director, to be paid in equal installments.
7. **Payment and Expense Reimbursement Processing:** Payment for expenses shall be on the same schedule as salary and shall be provided under the terms of a cooperative agreement between Navarro County, Texas and ONDCP. The Director shall submit expenses, with attached original receipts, to the Navarro County Auditor, Corsicana, Texas.
  8. **Taxes:** The Director shall be solely responsible for filing his/her own withholding of any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement.
  9. **Annual Leave; Sick Leave and Holidays:** The Director shall be entitled to 20 personal days, per year, and all Federal holidays. Personal days will be reported to and tracked by the Chairman of the Executive Board. Personal days not used by December 31<sup>st</sup> are not eligible to be rolled over at the end of each year.
  10. **Annual Performance Appraisal:** The Director will undergo an annual Performance Appraisal, to be completed by November 1<sup>st</sup> of each year.
  11. **Early Termination:** Early termination of this Agreement, with or without cause, will be allowed only by the 2/3 majority approval, of the full Executive Board.
  12. **Assignability:** Neither this Agreement nor any duties or obligations under it shall be assignable without the prior written consent of the parties. In the event of an assignment to which the parties have consented, the assignee or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained herein.

13. **Amendment:** This Agreement may not be modified, altered or amended in any manner except by agreement in writing duly executed by each of the parties hereto.
14. **Governing Law:** This Agreement shall be construed and interpreted pursuant to the laws of the State of Texas. Any dispute arising out of this Agreement shall be submitted to the jurisdiction of any state or federal court in Dallas County, Texas.
15. **Authority:** Any person signing this Agreement on behalf of any party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of such party.
16. **Prior Agreements:** Upon execution of this Memorandum of Agreement, all previous agreements, signed or otherwise, will be rendered null and void.

Dated this 22<sup>nd</sup> day of January, 2009

  
Chairman, Executive Board  
North Texas HIDTA

  
Lance Sumpter, Director  
North Texas HIDTA

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Judge H.M. Davenport  
Navarro County, Texas

Exhibit A

County Of Navarro, Texas

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION  
AND OTHER  
RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS;  
FEDERAL  
DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING  
REGULATIONS**

In this certification "contractor" refers to both contractor and subcontractor, "contract" refers to both contract and subcontract.

**General Requirements**

The County of Navarro, Texas is required to obtain from all contractors, which receive federal funds or federal pass-through funds, certifications regarding, lobbying, federal debt status, debarment and suspension, and a drug free workplace. Institutional applicants are required to certify that they will comply with the nondiscrimination statutes and implementing regulations.

Contractors should refer to the regulations cited below to determine the certifications to which they are required to attest. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, 'New Restrictions on Lobbying,' 21 CFR part 1414, Government wide Debarment and Suspension (Non-procurement), Certification Regarding Federal Debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the County of Navarro enters into contracts in which contractors receive federal funds.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over \$100,000, as defined at 21 CFR Part 1405, the contractor certifies that;

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement,

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

## **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The contractor certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or and a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to the application.

## **3. DRUG-FREE WORKPLACE**

As required, by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. The contractor certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The applicant's policy of maintaining a drug free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee must

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The County of Navarro, Texas, 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas 75110. Notice shall include the identification number of each affected grant.

(f) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-i 29)**

The contractor certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

**5. CERTIFICATION REGARDING THE NONDISCRIMINATION STATUTES AND IMPLEMENTING REGULATIONS**

The contractor certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 ec seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.

**CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS**

The contractor/s certifies, by signing below, that they are in compliance with the applicable requirements listed above; and that they shall notify Navarro County of any changes that affect this certification.

LANCE SUMPTER  
Business Name


1-27-2009  
Date


LANCE SUMPTER  
Printed Name

[Signature]  
Signature



AGREED TO:

  
\_\_\_\_\_  
Neal Green, Jr.  
State Bar No. 24036679  
Attorney for Plaintiff H.A. Pair,  
Individually and d/b/a H.A. Pair Asphalt

  
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Lowell Thompson  
State Bar No. ~~24036679~~ 24024951  
Attorney for Defendant County of Navarro, Texas