

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON FRIDAY, 21ST DAY OF AUGUST, 2009 AT 1:30 P.M., IN THE CONFERENCE ROOM IN THE BASEMENT OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DAVID WARREN, AND JAMES OLSEN.

1. 1:35 P.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS-BRUCE HOWARD VFD-WOULD LIKE \$350.00 PER
TRUCK

CONSENT AGENDA

- MOTION TO APPROVE ITEM 5-6 BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS
MEETINGS OF AUGUST 10TH AND AUGUST 11, 2009
 6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR

REGULAR AGENDA ITEMS

7. MOTION TO APPROVE LEASE FOR 48 MONTHS FOR 2 MACK GU 713
TRACTORS FOR \$2,786.79 A MONTH AND 1 NEW CPS 40' X 25' BELLY
DUMP TRAILER FOR \$665.28 A MONTH FOR A TOTAL OF \$3,452.07 A
MONTH BY WARREN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
8. MOTION TO APPROVE THE 2010 FISCAL YEAR FOR AUTO PARTS,
CULVERTS, GAS AND OIL, ROAD MATERIALS AND HAULING
BY OLSEN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

9. MOTION TO APPROVE AUTHORIZING COUNTY AUDITOR TO GO OUT FOR BIDS FOR FINANCIAL AUDIT SERVICES FOR THE THREE FISCAL YEARS ENDING SEPTEMBER 30, 2009 THROUGH SEPTEMBER 30, 2011, WITH AN OPTIONAL TWO YEAR RENEWAL BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
10. MOTION TO APPROVE CONTINUING BURN BAN BY JUDGE DAVENPORT SEC BY WARREN TO WIT PG 6-7
ALL VOTED AYE MOTION CARRIED
11. MOTION TO APPROVE REQUEST FOR A LINE ITEM CHANGE TO JAIL REPAIR & MAINTENANCE # 101.512.445 IN THE AMOUNT OF \$15000.00 FROM JAIL OUT OF COUNTY INMATE HOUSING #101.512.475 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE CHANGING THE NUMBER OF MEMBERS TO (5) TO CONSTITUTE A QUORUM FOR PLANNING AND ZONING BY WARREN SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF FROST TO COLLECT THEIR PROPERTY TAXES BY OLSEN SEC BY WARREN TO WIT PG 8-10
ALL VOTED AYE MOTION CARRIED
14. BUDGET WORKSHOP
DISCUSSION ONLY
15. MOTION TO ADJOURN BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 31 DAY OF AUGUST 2009.

JUDGE HM DAVENPORT

[Handwritten signature]

COMR.PCT.1 KIT HERRINGTON

[Handwritten signature: Kit Herrington]

COMR.PCT.2 FAITH HOLT

[Handwritten signature: Faith Holt]

COMR.PCT.3 DAVID "BUTCH" WARREN

[Handwritten signature: David Warren]

COMR.PCT.4 JAMES OLSEN

[Handwritten signature: 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 AUGUST 21ST, 2009.

SIGNED 31 DAY OF AUGUST 2009.

[Handwritten signature: Sherry Dowd]
SHERRY DOWD, COUNTY CLERK



STATE OF TEXAS

COUNTY OF NAVARRO

**ORDER OF NAVARRO COUNTY COMMISSIONERS COURT
CONTINUING COUNTY JUDGE'S DISASTER DECLARATION FOR
NAVARRO COUNTY DUE TO IMMINENT THREAT OF WILDFIRES**

WHEREAS, Navarro County has not had any appreciable rainfall for an extended period; and

WHEREAS, weather forecasters offer little promise of a change in these dry/windy conditions in the near future; and

WHEREAS, these dry/windy conditions pose a threat of large, fast-moving wildfires; and

WHEREAS, such fires have the potential of endangering lives and damaging property on a wide scale; and

WHEREAS, the Texas Disaster Act of 1975 authorizes a declaration of a state of disaster "if the threat is imminent"; and

WHEREAS, the magnitude of the potential danger and rapidity at which a fire could escalate to major proportions constitutes an imminent threat of disaster; and

WHEREAS, declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

WHEREAS, such controls, once implemented have the potential of protecting lives and property by mitigating the threat of dangerous fires; and

WHEREAS, H.M Davenport, County Judge, on the 2nd day of January, 2008, declared a state of disaster based on the threat of wildfires in Navarro County; and

WHEREAS, that this state of disaster will end seven days following its issuance without authorization of Navarro County Commissioners Court; and

BE IT THEREFORE RESOLVED that this state of disaster continuance is in effect until it is rescinded by action of the Commissioners Court; and

BE IT FURTHER RESOLVED that the issue of the continuance of the state of disaster shall be placed on the agenda of each regularly scheduled meeting of the Commissioners Court until it is rescinded.

WITNESSED BY OUR HAND AND SEAL this 21st day of August, 2009.

H.M. Davenport
H.M. Davenport, County Judge

Kid Seungta
Commissioner, Precinct One

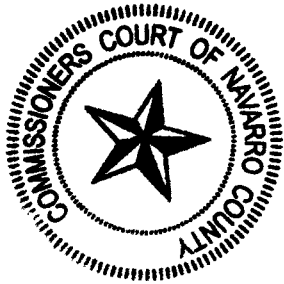
Absent
Commissioner, Precinct Two

David Waver
Commissioner, Precinct Three

James Olsen
Commissioner, Precinct Four

Attest:

Sherry Dowd
Sherry Dowd, Navarro County Clerk



STATE OF TEXAS §

COUNTY OF NAVARRO §

INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between **NAVARRO COUNTY**, hereinafter called "County", and the **CITY OF FROST**, hereinafter called the "City", pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Selections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of September 1, 2009, through June 30, 2010. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one-year renewal and extension.

III. Limitations Designated by City

The City is a General Law A City governed by its city charter and the statutes, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, that contract will be honored by County.

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with an insurance company in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured accounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

VII. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis on behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

VIII. City Records

City agrees to make available all of its assessment and collections records and to Cooperate generally with County in the performance of this agreement.

IX. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the agent for the purpose of assessing and collecting taxes of the City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state of County's normal operating procedures. In the performance of this agreement, County shall be deemed to be recommending actions to the City, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County as follows:

- A. One-half percent of current and delinquent collections;
- B. Twenty-five percent (25%) of all penalty and interest added after February 1 delinquency date but not to include the applicable Attorney fees added after July 1, by a delinquent tax attorney.
- C. A reasonable fee for any additional taxes, penalties, interest, revenues or funds collected by the County on behalf of the City not heretofore referenced, including but not limited to TIF Zones and allowable by law. Said fee shall be determined by applicable law, if appropriate, otherwise by the Tax-assessor-Collector for the County.

XII. Computerized Records

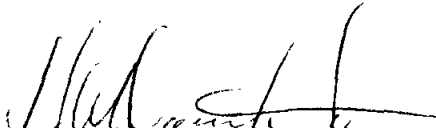
County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

XIII. Applicable Laws

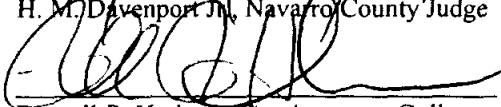
This contract shall be governed by Article 4413 (32) of the Texas Revised Civil Statutes, and Sections 6.23 (a), 6.27 (b), and 6.30, as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas or the Charter for the City, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or provision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27 (b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.

Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the 1st day of September, 2009.

APPROVED:



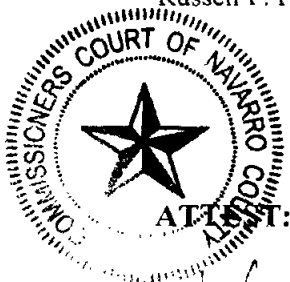
H. M. Davenport Jr., Navarro County Judge



Russell P. Hudson, Tax Assessor-Collector



Mayor-Ken Reed





Sherry Dowd, County Clerk

ATTEST:

City Secretary