

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 23RD DAY OF NOVEMBER, 2009 AT 10:00 A.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:08 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY JUDGE DAVENPORT
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- NO COMMENTS

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 & 6 BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF NOVEMBER 9TH, AND NOVEMBER 12TH, 2009
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

REGULAR AGENDA

7. MOTION TO APPROVE ADOPTING THE DISTRICT CLERKS TECHNOLOGY FEE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 233-234**
8. MOTION TO APPROVE "RESOLUTION OF SUPPORT FROM NAVARRO COUNTY COMMISSIONERS FOR THE RESTORATION OF THE COURTHOUSE" AND SUBSEQUENT APPLICATIONS FOR GRANTS BY HERRINGTON SEC BY OLSEN **TO WIT PG 235-236**
ALL VOTED AYE MOTION CARRIED

9. MOTION TO APPROVE GRANTING OF A PRESERVATION EASEMENT FOR THE TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
10. STRIKE TO INCLUDING CHILD ADVOCACY CENTER TO BE INCLUDED ON THE JURY DONATION MONEY FORM
11. MOTION TO APPROVE BUDGET AMENDMENT (\$17000) FOR THE TI LINE IN THE TAX OFFICE BY OLSEN SEC HOLT TO WIT PG 237
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE A BUDGET AMENDMENT (\$3817.55) FOR THE ROUTER IN THE TAX OFFICE BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED TO WIT PG 238
13. MOTION TO APPROVE MONTHLY TAX REPORT FROM RUSSELL HUDSON BY HOLT SEC BY WARREN TO WIT PG 239-243
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE REPLAT OF LOTS 614 & 615 OF THE SHORES ON RICHLAND CHAMBERS PHASE 10 FOR JUAN AND SYLVIA BUGAIN BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
15. MOTION TO APPROVE REPLAT OF LOTS 384-387 OF THE SHORES ON RICHLAND CHAMBERS PHASE 4 FOR THANH AND THUY TRUONG BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
16. MOTION TO APPROVE DECLARING A COMMUNICATION TRAILER AS SURPLUS AND DONATING THIS COMMUNICATIONS TRAILER TO THE NAVARRO COUNTY AMATEUR RADIO CLUB BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
17. MOTION TO APPROVE NAVARRO COUNTY TREASURER'S REPORT FROM RUBY COKER BY HOLT SEC BY WARREN TO WIT PG 244
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE COUNTY AUDITOR'S OCTOBER 2009 MONTHLY FINANCIAL REPORT, PURSUANT TO LGC SEC. 114.024 BY HOLT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

19. MOTION TO APPROVE CERTIFYING ADDITIONAL REVENUE PURSUANT TO LOCAL GOVERNMENT CODE 111.0707 BY OLSEN SEC BY WARREN TO WIT PG 245
ALL VOTED AYE MOTION CARRIED

20. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT (\$6571 80) IN ACCORANCE WITH LOCAL GOVERNMENT CODE 111.0707 BY OLSEN SEC BY HOLT TO WIT PG 246
ALL VOTED AYE MOTION CARRIED

21. MOTION TO APPROVE AUTHORIZING COUNTY AUDITOR TO GO OUT FOR BIDS ON RENEWABLE ENERGY PROJECTS (BIDS WILL BE CONTINGENT ON SUCCESSFULLY RECEIVING GRANT RE-AGI-2010 FROM THE STATE ENERGY CONSERVATION OFFICE (SECO) BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

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

THESE MINUTES ARE HEREBY APPROVED THIS 30 DAY OF NOVEMBER 2009.

JUDGE HM DAVENPORT [Signature]
COMR.PCT.1 KIT HERRINGTON [Signature]
COMR.PCT.2 FAITH HOLT [Signature]
COMR.PCT.3 DAVID "BUTCH" WARREN [Signature]
COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 23RD, 2009.

SIGNED 30 DAY OF NOVEMBER 2009.

[Signature]
SHERRY DOWD, COUNTY CLERK



ARCHIVE PLAN

Introduction

Currently, this office has records dating back to the mid 1800s. We are transferring records that were initially only on microfilm to digital format for faster and easier retrieval. The Odyssey system installed in 2006, has a better imaging system which allows us to create digital images. The ultimate goal is for the judiciary to use computers in the courtroom in order to move to a paperless system.

Designation of Court Documents subject to the plan:

All civil and criminal case files, pending and final or closed.

The Process

To accomplish our goals, we have purchased and installed a software system by CASO which is also supported by them.

Active case documents are scanned into Odyssey Case Management System for Record Storage and retrieval convenience.

After the case is final, All cases records are prepared and picked up by CASO for digitizing and the creation of microfilm. The Microfilm is archived and stored by CASO in the proper facility in San Antonio. The microfilm is not used for search purposes.

Digital images are also stored on an easy searchable CASO program available to anyone and may be photo copied for a fee.

Original documents are kept by CASO until the District Clerk is satisfied that the scanned records are correct. Once that is determined the paper records are shredded by CASO. This is a continuing process as new cases are filed daily.

The goal

The goal is to reproduce and archive all documents, regardless of type, as efficiently as possible. The District Clerk's office is also planning the process of the restoration of very old hand-written records, suspending their deterioration and improving public access.

To complete our efforts toward electronic storage of all case files, we envision maintaining closed cases on our shelves for a short period of time and using computers to access all records with a view to the future of using the computers entirely for court activity.

With less cost to the County, we may continue this ongoing process by using the archive fee to cover the cost of scanning paper source documents. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

A portion of the closed cases have been scanned and preserved. The approximate annual cost of continuing this ongoing project is \$40,000. Additional funds are available in other county records preservation funds which are being increased monthly from fees collected by all fee officers on court cases.

Expenditures, including but not limited to:

Computer hardware, including any and all peripherals necessary,

Computer software,

Service Provider and other outsourcing services.

Relevant staff salary

Data storage supplies

Travel expenses to and from a service provider to deliver and pickup case documents, if necessary.

Projected Annual Revenue (SB1685)

Document Type	Documents Subject to Fee	Revenue at \$5.00	Revenue at \$4.00	Revenue at \$3.00	Revenue at \$2.00
Filing new suit, including appeal from lower court	1200	\$ 6,000	\$4,800	\$ 3,600	\$ 2,400
Filing cross-action, counterclaim, intervention, contempt action, motion for new trial, 3 rd party petition	500	\$ 2,500	\$ 2,000	\$ 1,500	\$ 1,000
Total	1600	\$ 8,500	\$ 6,800	\$ 5,100	\$ 3,400

RESOLUTION NO. 2009-05**RESOLUTION IN SUPPORT OF THE
TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM
NAVARRO COUNTY, TEXAS**

WHEREAS, in 1999, Governor George W. Bush and the Texas Legislature recognized the plight of historical courthouses by funding the first Texas Historical Courthouse Preservation Program in the amount of \$50 million; and

WHEREAS, the National Trust for Historic Preservation has collectively named Texas courthouses to the Trust list of "America's 11 Most Endangered Historic Places"; and

WHEREAS, the Texas Courthouse Preservation Program is administered by the Texas Historical Commission and advocated by Preservation Texas and many organizations and friends of Texas heritage; and

WHEREAS, 122 counties submitted eligible applications for proposed restoration work on their courthouses with the total current need exceeding \$225 million; and

WHEREAS, the Texas Historical Commission has awarded \$204 million in matching grants to 68 counties to restore and preserve their historic courthouses for Round One through Round V funding; and

WHEREAS, many of the state's more than 200 historic courthouses are vulnerable to fire and deterioration and inappropriate modifications; and

WHEREAS, the historical Courthouses of Texas are important legacies to history and identity of public and community life; and

WHEREAS, courthouse preservation provides an important sense of place in the center of our towns and cities and promotes economic revitalization and heritage tourism; and

WHEREAS, the \$20 million in grants available for Round VI continues to be a significant and positive step in saving Texas Courthouses, recognizing only a limited number of courthouses can be restored by this current appropriated grant fund.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners Court of Navarro County continues to support the Texas Historic Courthouse Preservation Program through Round VI and into future rounds until all eligible courthouses have been restored.

APPROVED AND SIGNED this 23rd day of November, 2009.

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

Kit Herrington
Kit Herrington, Commissioner
Precinct 1

Faith D. Holt
Faith Holt, Commissioner
Precinct 2

David Warren
David Warren, Commissioner
Precinct 3

James Olsen
James Olsen, Commissioner
Precinct 4

ATTEST:

Sherry Dowd
Sherry Dowd, County Clerk



STATE OF TEXAS
COUNTY OF Navarro County

GRANT OF EASEMENT

The County of NAVARRO ("Grantor"), a political subdivision of the State of Texas, owner of property described as NAVARRO County Courthouse and Grounds ("Property"), as more fully described in Attachment "A" to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission ("Grantee"), an agency of the State of Texas, the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity that would adversely affect or alter in any material way the appearance or the historic architectural integrity of the Property, except for routine maintenance.

b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.

Grant of Easement

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c. The Significant changes in use to the building that may effect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation as achieved for the Property as outlined in the Scope of Work statement attached as Attachment "B" and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.

b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that in the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. It is understood and agreed that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

Grant of Easement

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6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.

b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the NAVARRO County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.

b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance

8. ACCEPTANCE

Grant of Easement

Page 3

Grantee hereby accepts the right and interest granted to it in this Easement.

9. GRANTOR'S INSURANCE

a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.

b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

15. SUPERSEDING CLAUSE

This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of NAVARRO County.

16. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

Sherry Dowd

From: "Sherry Dowd" <sdowd@navarrocounty.org>
To: "Sherry Dowd" <sdowd@navarrocounty.org>
Sent: Tuesday, December 01, 2009 11:28 AM
Subject: Fw: Navarro - Easement

Subject: RE: Navarro - Easement

Sent: Tuesday, December 01, 2009 10:25 AM
To: HM Davenport
Subject: Re: Navarro - Easement

The easement does not require a signature unless the County is awarded a grant. So a signature is not necessary at this stage. I forwarded this for your's and the Commissioners' review.

I do have a copy of the signed Resolution supporting the program.

Karalei Nunn
1113 Architects, Partner
512.869.1104
512.635.3411 (c)

12/1/2009

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of NAVARRO, State of Texas, described as follows:

In witness, this GRANT is executed on the _____ day of _____, in the year _____.

Grantor: NAVARRO County

By: _____
NAVARRO County Judge

STATE OF TEXAS:

On this the ___ day of _____, in the year _____, before me, a Notary Public in and for the State of Texas, _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

Grantee: Texas Historical Commission

By: _____
Mark Wolfe
Executive Director

STATE OF TEXAS:

On this the ___ day of _____, in the year _____, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

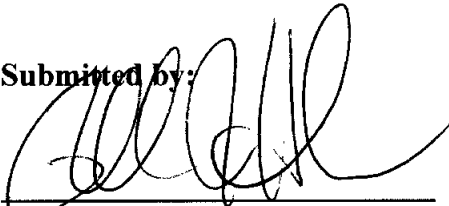
SPECIAL BUDGET AMENDMENT

**FROM GENERAL FUND BALANCE FOR FY 2010
LOCAL GOVERNMENT CODE 111.0707**

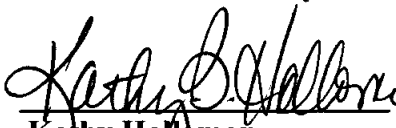
REQUESTED EXPENDITURE INCREASE

Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
101-499-435	Telephone/Communication	\$ -0-	\$ 17,000.00	\$ 17,000.00
101-499-435	Telephone/Communication	-0-	3,872.55	3,872.55


STATEMENT OF NEED: This budget adjustment is needed to pay for the T-1 line and router required for implementation of the Tax Collection Computer System License and Maintenance Agreement under the terms of the contract with Appraisal and Collection Technologies, LLC. This amount was not included in the FY 2010 budget and will come out of General Fund balance.

Submitted by: 

Russell Hudson
Navarro County TAC

Revenue Certified by: 

Kathy Hollomon
Navarro County Auditor

Approved by Commissioners Court: 

H. M. Davenport Jr.
Navarro County Judge

Date: 11/23/09

Date: 11/23/09

Date: 11/23/09

11
12

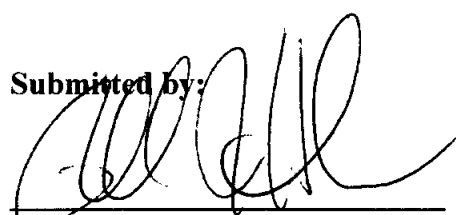
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Russell Hudson
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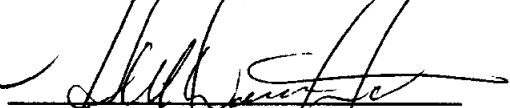
Revenue Certified by:



Kathy Hollomon
Navarro County Auditor

Date: 11/23/09

Approved by Commissioners Court:



H. M. Davenport Jr.
Navarro County Judge

Date: 11/23/09

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FILED FOR RECORD

AT _____ O'CLOCK _____ M.

NOV 20 2009

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY _____ 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 5

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2009

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY								LEVY
CURRENT	1,853,074.03		34.60	1,853,108.63	9,274.01	1,843,834.62		15,513,534.57
DELINQUENT	41,835.52		10,603.67	52,439.19	2,860.22	49,578.97	10,189.51	%
TOTAL	1,894,909.55	-	10,638.27	1,905,547.82	12,134.23	1,893,413.59	10,189.51	12.12%
NAVARRO COLLEGE								LEVY
CURRENT	362,076.33			362,076.33	1,810.38	360,265.95		3,013,737.80
DELINQUENT	8,690.35	-	2,242.36	10,932.71	604.04	10,328.67	2,120.14	%
TOTAL	370,766.68	-	2,242.36	373,009.04	2,414.42	370,594.62	2,120.14	12.03%
CITY OF RICE								LEVY
CURRENT	18,498.11	-		18,498.11	92.47	18,405.64		111,678.45
DELINQUENT	394.30		84.12	478.42	23.00	455.42	95.69	%
TOTAL	18,892.41	-	84.12	18,976.53	115.47	18,861.06	95.69	16.59%
CITY OF KERENS								LEVY
CURRENT	73,670.01	2,207.71		71,462.30	357.29	71,105.01		244,872.02
DELINQUENT	1,025.06	-	303.62	1,328.68	81.06	1,247.62	265.74	%
TOTAL	74,695.07	2,207.71	303.62	72,790.98	438.35	72,352.63	265.74	30.09%
CITY OF CORSICANA								LEVY
CURRENT	870,803.99	-		870,803.99	4,354.03	866,449.96		7,513,503.60
DELINQUENT	13,853.38	-	3,360.49	17,213.87	909.43	16,304.44	3,445.03	%
TOTAL	884,657.37	-	3,360.49	888,017.86	5,263.46	882,754.40	3,445.03	11.60%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY								LEVY
CURRENT	2,132.16			2,132.16	10.66	2,121.50		15,241.67
DELINQUENT				-		-		%
TOTAL	2,132.16	-	-	2,132.16	10.66	2,121.50	-	14.00%
CITY OF EMHOUSE								LEVY
CURRENT	542.51	-		542.51	2.72	539.79		8,598.91
DELINQUENT	131.47		27.60	159.07	7.57	151.50	31.82	%
TOTAL	673.98	-	27.60	701.58	10.29	691.29	31.82	6.31%
CITY OF RICHLAND								LEVY
CURRENT	955.40	-		955.40	4.78	950.62		14,105.26
DELINQUENT	320.79		110.26	431.05	29.18	401.87	86.21	%
TOTAL	1,276.19	-	110.26	1,386.45	33.96	1,352.49	86.21	6.80%
CITY OF GOODLOW								LEVY
CURRENT	414.28	-		414.28	2.06	412.22		3,018.27
DELINQUENT	33.74		9.73	43.47	2.61	40.86	8.70	%
TOTAL	448.02	-	9.73	457.75	4.67	453.08	8.70	13.73%
CITY OF FROST								LEVY
CURRENT	16,107.19	483.29		15,623.90	78.11	15,545.79		70,744.20
DELINQUENT	397.78		93.19	490.97	25.29	465.68	98.21	%
TOTAL	16,504.97	483.29	93.19	16,114.87	103.40	16,011.47	98.21	22.77%
CITY OF DAWSON								LEVY
CURRENT	10,722.99			10,722.99	53.62	10,669.37		69,133.57
DELINQUENT	289.46		103.37	392.83	27.32	365.51	76.33	%
TOTAL	11,012.45	-	103.37	11,115.82	80.94	11,034.88	76.33	15.61%

TOTAL TAX REPORT - OCTOBER 2009

Prepared by Gail Smith
Navarro County Tax Office

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2009

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE								LEVY
CURRENT	17,806.94			17,806.94	89.03	17,717.91		93,120.68
DELINQUENT	169.68		44.00	213.68	11.85	201.83	42.74	%
TOTAL	17,976.62	-	44.00	18,020.62	100.88	17,919.74	42.74	19.15%
NAVARRO COUNTY ESD #1								LEVY
CURRENT	17,625.01	-		17,625.01	88.12	17,536.89		109,001.80
DELINQUENT	266.97	-	54.73	321.70	15.01	306.69	64.32	%
TOTAL	17,891.98	-	54.73	17,946.71	103.13	17,843.58	64.32	16.21%
BLOOMING GROVE ISD								LEVY
CURRENT	180,090.46			180,090.46	900.47	179,189.99		1,382,061.05
DELINQUENT	5,617.42		1,210.72	6,828.14	330.79	6,497.35	1,096.88	%
TOTAL	185,707.88	-	1,210.72	186,918.60	1,231.26	185,687.34	1,096.88	13.03%
DAWSON ISD								LEVY
CURRENT	103,144.70			103,144.70	515.72	102,628.98		1,205,100.46
DELINQUENT	8,390.92		2,611.61	11,002.53	694.89	10,307.64	2,192.62	%
TOTAL	111,535.62	-	2,611.61	114,147.23	1,210.61	112,936.62	2,192.62	8.50%
RICE ISD								LEVY
CURRENT	130,609.15			130,609.15	653.05	129,956.10		1154992.39%
DELINQUENT	4,310.60		1,325.33	5,635.93	352.90	5,283.03	825.85	%
TOTAL	134,919.75	-	1,325.33	136,245.08	1,005.95	135,239.13	825.85	11.37%
GRAND TOTAL	3,744,000.70	2,691.00	22,219.40	3,763,529.10	24,261.68	3,739,267.42	20,639.79	

MEMO
 TOTAL COLLECTED 3,784,168.89
 ROLLBACK TAXES _____
 TAX CERTIFICATES 1,470.00
 HOT CK FEES _____

YR-TO-DATE % CURRENT COLLECTED:	
COUNTY	<u>12.12%</u>
COLLEGE	<u>12.03%</u>
RICE	<u>16.59%</u>
KERENS	<u>30.09%</u>
CORSICANA	<u>11.60%</u>
BARRY	<u>14.00%</u>
EMHOUSE	<u>6.31%</u>
RICHLAND	<u>6.80%</u>
GOODLOW	<u>13.73%</u>
FROST	<u>22.77%</u>
CITY-DAWSON	<u>15.61%</u>
CITY-BL GROVE	<u>19.15%</u>
NC ESD #1	<u>16.21%</u>
B G ISD	<u>13.03%</u>
DAWSON ISD	<u>8.50%</u>
RICE ISD	<u>11.37%</u>

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

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	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	1,512,260.68	34.60	1,512,295.28	7,569.96	1,504,725.32	
ROAD & BRIDGE	312,456.54		312,456.54	1,562.27	310,894.27	
FLOOD CONTROL	28,356.81		28,356.81	141.78	28,215.03	
TOTAL	1,853,074.03	34.60	1,853,108.63	9,274.01	1,843,834.62	-
DELINQUENT TAXES						
COUNTY	34,378.73	8,715.10	43,093.83	2,350.71	40,743.12	8,372.67
STATE	-	-	-	-	-	-
ROAD & BRIDGE	6,813.00	1,722.07	8,535.07	464.63	8,070.44	1,659.29
FLOOD CONTROL	643.79	166.50	810.29	44.88	765.41	157.55
TOTAL	41,835.52	10,603.67	52,439.19	2,860.22	49,578.97	10,189.51
TOTAL ALLOCATION						
COUNTY	1,546,639.41	8,749.70	1,555,389.11	9,920.67	1,545,468.44	8,372.67
STATE		-		-		-
ROAD & BRIDGE	319,269.54	1,722.07	320,991.61	2,026.90	318,964.71	1,659.29
FLOOD CONTROL	29,000.60	166.50	29,167.10	186.66	28,980.44	157.55
TOTAL	1,894,909.55	10,638.27	1,905,547.82	12,134.23	1,893,413.59	10,189.51

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

AFFIDAVIT SUBMITTED BY
RUBY COKER
NAVARRO COUNTY TREASURER

STATE OF TEXAS

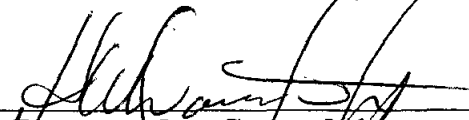
COUNTY OF NAVARRO

Before me, the undersigned authority, on this day personally appeared the following named persons, and after being duly sworn, deposes and says: Honorable H. M. Davenport, Jr., County Judge, Honorable Kit Herrington, Commissioner Pct. #1, Honorable Faith Holt, Commissioner Pct. #2, Honorable David Warren, Commissioner Pct. #3, and Honorable James Olsen, Commissioner Pct. 4.

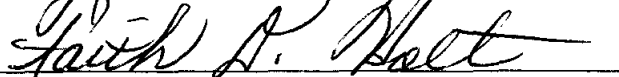
I, Ruby Coker, the Navarro County Treasurer, on this 23rd day of November, 2009 present to the Navarro County Commissioners Court the Monthly Financial Report for the month ending on October 31, 2009 for the court to review and approve. According to the report, Navarro County had cash on hand in the amount of \$1,633,320.88. Also, other assets totaling \$4,417,276.42 are being held by the Treasurer's office. The total interest for all accounts for the month of October, 2009 was \$2,774.19. The total disbursements for the month of October, 2009 were \$2,770,086.02. This report is in compliance with section 114.026 of the Local Government Code, so therefore we hereby execute this affidavit for publication.

With this signed affidavit, We the Commissioners Court, state that the requirements of Subsection (C) have been met with the examination of this report.

Signed and executed this 23rd day of November, 2009.



H. M. Davenport Jr. - County Judge



Faith Holt - Commissioner Pct 2



James Olsen - Commissioner Pct 4



Kit Herrington - Commissioner Pct 1

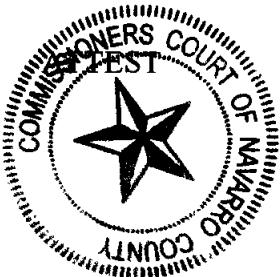


David Warren - Commissioner Pct 3

SWORN AND SUBSCRIBED TO BEFORE ME, this 23rd day of November, 2009 by H. M. Davenport, Jr., Kit Herrington, Faith Holt, David Warren, and James Olsen, in their official capacities as the members of the Navarro County Commissioners Court.



Sherry Dowd - Navarro County Clerk





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NAVARRO COUNTY AUDITOR'S OFFICE

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

Tim Easley, First-Assistant
Terri Gillen, Assistant
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Wing, Assistant

Phone: (903) 654-3095

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Fax: (903) 654-3097

November 18, 2009

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

RE: Certification of additional Revenue

Judge and Commissioners,

Pursuant to Local Government Code 111.0706- Special Budget for Grant or Aid Money
111.0707- Special Budget for Revenue from Intergovernmental Contracts
111.0708- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of All public or private grant aid money, or all revenue from intergovernmental contracts or, Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year."

On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose."

I, Kathy Hollomon, Navarro County Auditor, CERTIFY to the Navarro County Commissioners Court of the receipt of ADDITIONAL REVENUES from -public or private aid money- intergovernmental contracts- new source not anticipated before the adoption of the budget- which was not included in the Navarro County Revenue Estimates in the adopted budget for 2008 – 2009. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-

Amount: \$ 6,571.80 Source: Texas Department of Public Safety

Sincerely,

Kathy B. Hollomon, CPA
Navarro County Auditor

SPECIAL BUDGET

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0707**

NO REQUESTED EXPENDITURE INCREASE

Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
		\$	\$	\$
213-333-060	State of Texas – OEM (received)	-0-	4,903.47	4,903.47
213-333-060	State of Texas – OEM (approved, but not yet received)	-0-	1,668.33	1,668.33

This budget adjustment is needed to record funds received from Texas Department of Public Safety for Office of Emergency Management amateur radio repeater equipment.

Submitted by:

Revenue Certified by:

Approved by Commissioners Court:

Brett Latta
Navarro County OEM

Kathy B. Hollomon
Navarro County Auditor

H. M. Davenport Jr.
Navarro County Judge

Date: _____

Date: _____

Date: _____