

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 20<sup>th</sup> day of October, 2014 at 10:00 a.m., in the Basement Conference room of the Navarro County Courthouse in Corsicana, Texas. Presiding HM Davenport, Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen. Meeting was held in County Courtroom.

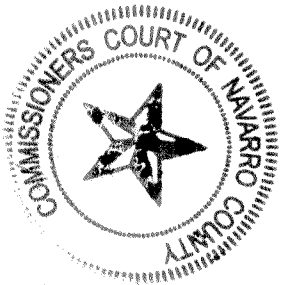
1. 10:03 A.M. Motion to convene by Comm. Olsen sec by Comm. Grant  
Carried unanimously
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Motion to approve Resolution Authorizing County Grant Program between Kaufman County Senior citizens Services, Inc. DBA Navarro County Meals on Wheels by Comm. Martin sec by Comm. Warren  
Carried unanimously **TO WIT PG 1275**
5. Motion to approve of accepting Certificate of Occupancy from City of Corsicana for Annex Building I, 601 N. 13<sup>th</sup> St. Corsicana, TX by Comm. Grant sec by Comm. Olsen  
Carried unanimously **TO WIT PG 1276**
6. Motion to approve 8 yard dumpster for 1 year term Agreement for Annex Building I subject to Lowell Thompson review of contract by Comm. Olsen sec by Comm. Grant **TOWIT:No Contract was present at time of court**  
Carried unanimously  
  
Took 5 minute break for review of contract
7. Motion to approve Contracts between Navarro County and City of Corsicana for Economic Development Services and Fire and Fire Investigation Services by Comm. Martin sec by Comm. Warren  
Carried unanimously **TO WIT PG 1277-1284**
8. Motion to approve salvage of a Wall in Freezer by Comm. Warren sec by Comm. Grant  
Carried unanimously

9. Motion to approve of accepting resignation of Braz Davis as Commissioner of ESD I by Comm. Martin sec by Comm. Warren **TO WIT PG: 1285**  
Carried unanimously
10. Motion to approve the sale of surplus Round Bale Hay and set price per bale of 200 rolls at 10 rolls per sale at \$50.00 per bale by Comm. Olsen sec. by Comm. Grant  
Carried unanimously
11. Workshop for Courthouse Restoration Project  
Reviewed change orders to be presented
12. Motion to adjourn by Comm. Martin sec by Comm. Warren  
Carried unanimously

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR OCTOBER 20<sup>th</sup>, 2014.

SIGNED 20<sup>th</sup> DAY OF OCTOBER, 2014.

  
SHERRY DOWD, COUNTY CLERK



44

1275



TEXAS DEPARTMENT OF AGRICULTURE  
TEXANS FEEDING TEXANS:  
HOME DELIVERED MEAL GRANT PROGRAM

TODD STAPLES, COMMISSIONER

RESOLUTION AUTHORIZING COUNTY GRANT

A RESOLUTION OF THE COUNTY OF NAVARRO TEXAS (County) CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO Kaufman Co Senior Citizens Services, Inc. DBA Navarro Co. Meals on Wheels, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

**WHEREAS**, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

**WHEREAS**, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

**WHEREAS**, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

**BE IT RESOLVED BY THE COUNTY:**

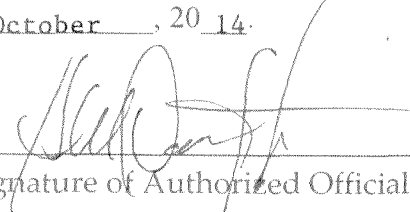
SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$3,000.00 to be used between the:

01 of October, 2014 and the 30 of September, 2015.  
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 20 day of October, 2014.

  
\_\_\_\_\_  
Signature of Authorized Official

H.M. Davenport Jr. County Judge  
\_\_\_\_\_  
Typed Name and Title

*NOTE: All information shown in this resolution must be included in the resolution passed by the County.*

1276

City of Corsicana  
**CERTIFICATE OF OCCUPANCY**  
Planning & Zoning

This certificate is issued pursuant to the requirements of the 2009 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Town regulating building construction or use for the following:

PERMIT ID # CTOC-14-2194

**tenant / business**

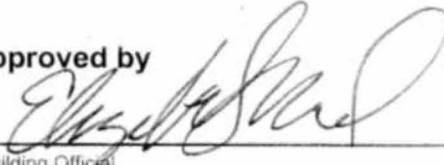
Navarro County Offices  
601 N 13th St.  
Corsicana TX 75110

**property owner**

Navarro County  
300 W 3rd  
Corsicana TX 75110

Business Type  
Zoning District

Government  
Precinct 1

approved by  
  
\_\_\_\_\_  
Building Official

10/13/14  
\_\_\_\_\_  
Date

#5



#1

1271

## CITY OF CORSICANA, TEXAS

October 14, 2014

The Honorable H.M. Davenport  
Navarro County Judge  
300 W. 3<sup>rd</sup> Avenue  
Corsicana, TX 75110

RE: 2014-2015 Interlocal Agreements

Dear Judge Davenport:

Please find enclosed two original documents of the following Interlocal Agreements:

- Economic Development Services
- Fire and Fire Investigation Services

The agreements are between Navarro County and the City of Corsicana and are effective October 1, 2014 to September 30, 2015. Please return one fully executed original of each agreement to my attention and retain one original of each agreement for your file.

Please contact me if you have any questions regarding the enclosed agreements.

Sincerely,

Connie Standridge  
City Manager

Enclosures

STATE OF TEXAS                   §  
   §  
COUNTY OF NAVARRO           §

**INTERLOCAL AGREEMENT FOR  
ECONOMIC DEVELOPMENT SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City"), and Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County").

**W I T N E S S E T H:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, County wishes to participate in an interlocal agreement with City for the purpose of creating a strong overall economic environment in the City of Corsicana and Navarro County; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, it is agreed as follows:

**1.  
PURPOSE**

The purpose of this Interlocal Agreement is to enter into an Agreement between the City and the County whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City and County agree to jointly work together for the purpose of developing and implementing an economic development program that will encourage business retention and promote business/industrial recruitment in the City and in the County.

**2.  
TERM**

The term of this Agreement is for a period of one (1) year commencing on October 1, 2014, and ending on September 30, 2015.

3.

**COMPENSATION**

- A. As fair compensation for the services rendered by City to County from October 1, 2014 through September 30, 2015, City and County each agree to pay 50% of the salary, benefits, supplies and services for the Economic Development Director in quarterly installments beginning October 1, 2014.
- B. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2013 through 2014.

4.

**TERMINATION**

It is further agreed by and between City and County that City and County shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party. Said notice shall be given in writing no later than September 1<sup>st</sup> of each year.

5.

**ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

6.

**MODIFICATION**

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and County.

7.

**SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**8.**  
**AUTHORITY**

This Agreement is made for City and County as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

**9.**  
**AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**10.**  
**FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**EXECUTED** this 20 day of October, 2014, in Corsicana, Navarro County, Texas.

**CITY OF CORSICANA**

Connie Standridge  
Connie Standridge  
City Manager

**NAVARRO COUNTY**

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

**ATTEST:**

Virginia Richardson  
Virginia Richardson  
City Secretary

**ATTEST:**

Sherry Dowd  
Sherry Dowd  
County Clerk





STATE OF TEXAS                    §  
   §  
COUNTY OF NAVARRO           §

**INTERLOCAL AGREEMENT FOR  
FIRE AND FIRE INVESTIGATION SERVICES**

**THIS AGREEMENT** is made and entered into by and between the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as “City”), and Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as “County”).

**W I T N E S S E T H:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, County wishes to participate in an interlocal agreement with City for the purpose of fire and fire investigation services for the unincorporated areas of Navarro County; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, it is agreed as follows:

**1.  
PURPOSE**

The purpose of this Interlocal Agreement is to enter into an Agreement between City and County whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide County with fire and fire investigation services in the areas of Navarro County that are not in the Corsicana city limits, and City agrees to provide response to dispatched fire and fire investigations pursuant to this Agreement for the benefit of County.

**2.**  
**TERM**

The term of this Agreement is for a period of one (1) year commencing on October 1, 2014, and ending on September 30, 2015. Thereafter, it shall be renewed annually unless either party issues notice of intent to terminate as outlined in Section 4 of this Agreement.

**3.**  
**COMPENSATION**

- A. As fair compensation for the services rendered by City to County from October 1, 2014 through September 30, 2015, County agrees to pay City \$250.00 per response to Navarro County Communications requests for its fire services, and \$50.00 per hour salary cost, plus expenses for mileage and supplies for response by Fire Marshal or Fire Investigator for fire investigation services requested by the Navarro County Sheriff's Office during the term of this Agreement. A fee of \$100 will be charged for a "disregard" call.
- B. If a hazmat unit is dispatched for an event on public property, County agrees to pay \$250.00 for the call. If a hazmat unit is dispatched for an event on private property, County agrees to pay cost, as documented by City in a detailed format that can be billed to the private entity by County.
- C. City will invoice County monthly and County agrees to promptly pay within 30 days of invoice date. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2014-2015.

**4.**  
**TERMINATION**

It is further agreed by and between City and County that City and County shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

**5.**  
**ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

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**AUTHORITY**

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EXECUTED in duplicate this 20 day of October, 2014, in Corsicana, Navarro County, Texas.

**CITY OF CORSICANA**

Connie Standridge  
Connie Standridge  
City Manager

**NAVARRO COUNTY**

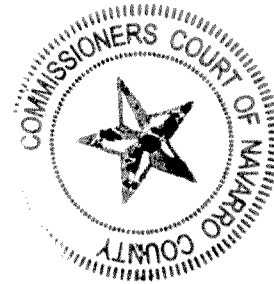
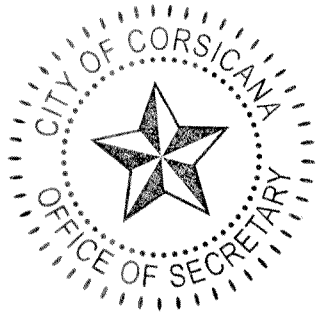
H.M. Davenport  
H.M. Davenport  
County Judge

**ATTEST:**

Virginia Richardson  
Virginia Richardson  
City Secretary

**ATTEST:**

Sherry Dowd  
Sherry Dowd  
County Clerk



1285

September 25, 2014

To ESD #1 board and County Commissioner Dick Martin,

I hereby resign from the Emergency Services District #1 Board. I have enjoyed my time on the board, but I feel I have not and cannot devote the time to the Board that it demands. My work schedule and subsequent family time schedule continue to conflict with my service and I feel that the Board deserves someone who can devote the time to it that it requires. I have a son in High School and want to enjoy his last two years at home along with all of his activities.

I greatly appreciate the opportunity to serve on the ESD Board as a representative of the people in the district. I still plan to serve in other capacities as time and circumstance permit.

I wish you all much success in the future.

Sincerely,



Braz Davis

*P.S. This will be effective immediately.*