

# UPSHUR COUNTY EMERGENCY SERVICES DISTRICT NO. 1

JULY 12, 2021

7:00 P.M.

## MINUTES

The regular meeting of the Upshur County Emergency Services District No. 1 Board of Directors was held on July 12, 2021, at the Gilmer Fire Station, 120 Henderson, Gilmer, Texas.

- 1) **Open meeting.** The meeting was opened at 7:00 p.m. by Marc Nichols.
- 2) **Call to order.** Marc Nichols called the meeting to order. Prayer was led by Cloddie Henson.
- 3) **Determine quorum present.** Marc Nichols determined a quorum was present with all members present.
- 4) **Read and approve the minutes from the Regular meeting held June 14, 2021.** Motion was made by David Tackett and second by Michael Kuza to approve the minutes from the Regular meeting held June 14, 2021. Motion carried 5-0. Unanimous vote in favor.
- 5) **Public Comment.** Marc Nichols made an announcement that the departments would be mailed a proposed budget worksheet that they need to fill out and return to the next meeting.
- 6) **Discuss and take action on attending the SAFE-D conference in September.** Motion was made by Cloddie Henson and second by Michael Kuza that those interested in attending the conference should do so. Motion carried 5-0. Unanimous vote in favor.
- 7) **Discuss and take action on the Interlocal Agreement between the ESD#1 and the Upshur County Tax Assessor/Collector regarding tax collections.** Motion by Michael Kuza with a second by Cloddie Henson to sign the Interlocal Agreement as presented. Motion carried 5-0. Unanimous vote in favor.
- 8) **Discuss and take action regarding Glenwood VFD engine repair or replacement.** Matter tabled at this time.
- 9) **Discuss and take action regarding payment for the skid unit purchased by East Mountain VFD.** Motion by Michael Kuza and second by Gary Smith to pay the bill in the amount of \$14,925.00 to East Mountain for the skid unit purchase. Motion carried 5-0. Unanimous vote in favor.

10) **Discuss and take action regarding budget workshops.** A budget workshop will be set for July 28, 2021 at 4:15 p.m. at the Gilmer Fire Station.

11) **Discuss and take action to amend the minutes of the April 12, 2021 meeting concerning the de-annexation part of ESD#1 and creation of the new ESD#2 as per boundaries.** No action taken.

12) **Pay the City of Gilmer for dispatching services for the month of June, 2021.** Motion by Cloddie Henson and second by David Tackett to pay the City of Gilmer for dispatching services for the month of June, 2021 in the amount of \$3,000.00. Motion carried 5-0. Unanimous vote in favor.

13) **Pay bills for the Upshur County Emergency Services District as submitted and approved.** Motion was made by Michael Kuza and second by David Tackett to pay the following bills as submitted. Motion carried 5-0. Unanimous vote in favor.

ETEX Telephone	\$ 104.95
Terri Ross (June Bookkeeping/Clerical)	\$ 750.00

14) **Pay bills for the individual fire departments excluding Bettie, Diana and Simpsonville as submitted and approved.** Motion by David Tackett and second by Cloddie Henson to pay the following bills to the rural fire departments as submitted and approved. Motion carried 5-0. Unanimous vote in favor.

Ewell VFD	\$ 1,396.16
Glenwood VFD	\$ 2,185.41
Harmony VFD	\$ 3,055.67
Pleasant Grove VFD	\$ 1,065.73

15) **Pay bills for Bettie VFD as submitted and approved.** Motion by Cloddie Henson and second by Gary Smith to pay Bettie VFD bills in the amount of \$302.64. Motion carried 4-0 with Michael Kuza abstaining.

16) **Pay bills for Diana VFD as submitted and approved.** No bills submitted.

17) **Pay bills for Simpsonville VFD as submitted and approved.** No bills submitted.

18) **Take action on any insurance claim pay outs to rural departments.** No action taken.

19) **Discuss and take action on any grant reimbursement requests submitted.** No action taken.

20) **Budget Amendments.** No action taken.

21) Items to be considered for next month's agenda.

22) Adjournment. Motion by David Tackett and second by Cloddie Henson to adjourn. Motion carried 5-0. Unanimous vote in favor.

Michael Keys

Presiding Officer Signature

Title: Secretary

Date: 8-9-21

**INTERLOCAL AGREEMENT FOR  
ASSESSMENT AND COLLECTION OF TAXES**

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

On this 12<sup>th</sup> day of July, 2021, the **Upshur County Emergency Services District #1**, hereinafter called the "**Taxing Unit**", and **Upshur County**, hereinafter called the "**County**", enter into the following contract and agreement pursuant to the authority granted by TEXAS TAX CODE ANN. SECTION 6.23 and 6.24 (Vernon 1982), and TEXAS REV. CIV. STAT. ANN. Art 4413(32c) (Vernon 1976), as amended.

WITNESSETH:

WHEREAS, it would be economically advantageous to both the **Taxing Unit** and the **County** to consolidate the tax assessment and collection functions; and

WHEREAS, in entering into this contract and agreement, it is the intention of the **Taxing Unit** and the **County** that upon commencement of the term of this contract as herein stated, the **County** shall for the said term of this contract provide such necessary tax assessment and collection services;

WHEREAS, the **Taxing Unit** desires to have the **County** perform those functions being provided by the **Taxing Unit's** Tax Department, but the **Taxing Unit's** governing body will continue to perform its functions while contracting with County;

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The **County** shall collect the ad valorem property taxes owing to the **Taxing Unit** and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the **Taxing Unit**, including but not limited to the following:
  - a) Preparation and mailing of the tax statements;
  - b) Preparation of monthly collection reports to the **Taxing Unit**;
  - c) Development and maintenance of current and delinquent tax rolls for the **Taxing Unit**;
  - d) Maintenance of a staff and office for the collection of taxes at the main County Tax Office, Gilmer, Texas;

- e) Calculation of maximum tax rates as required by Article 7244c, Texas Revised Civil Statutes; and
  - f) Development and maintenance of such other forms and records as are necessary or required by law or regulations;
  - g) Undertake any and all other actions necessary to the proper collection of ad valorem taxes for the **Taxing Unit**;
  - h) Calculation of an effective tax rate, based upon information provided by the **Taxing Unit** on or about August 1, of the tax year;
  - i) Timely preparation and mailing of current tax bills;
  - j) Preparation and mailing of delinquent tax bills;
  - k) Remittance of taxes collected to the **Taxing Unit**;
  - l) Provide monthly reports of current and delinquent collections and an annual report of all taxes collected or delinquent;
  - m) Provide adequate and acceptable off-site storage of **Taxing Unit's** related data files.
2. The **Taxing Unit** hereby authorized the **County** to make deposits of taxes collected by the **County** on its behalf to such depositories as are selected by the **Taxing Unit**. The **County** shall make deposits for the **Taxing Unit** to the account of the **Taxing Unit** on a daily basis.
  3. The **County** shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the **County's** depository prior to remittance to the **Taxing Unit**. The **County** shall expend such retained funds solely on tax assessment and collection services.
  4. The **County** shall provide an annual independent audit of all funds collected. Said audit shall be conducted by a certified public accounting firm and a copy of the audit report shall be provided to the **Taxing Unit**.
  5. The **Taxing Unit** hereby agrees and expressly authorizes the **County** to contract on the **Taxing Unit's** behalf with private legal counsel for the collection of delinquent taxes. The **Taxing Unit** further agrees that such fee as is allowed by law and provided for in the contract for private legal counsel shall be paid by the **Taxing Unit** on whose behalf the delinquent taxes, penalty and interest are collected.
  6. All costs and expenses which are paid or are incurred by the **County** for the collection of delinquent ad valorem taxes through legal action including court costs, attorney's fees,

appraisal fees, sheriff's fees and publication expense (herein called "Legal Expenses"), shall be excluded from the Collection Charge and shall be paid by the entity on whose behalf such legal action was instituted. Costs incurred on behalf of more than one **Taxing Unit**, above the 15% attorney fee allowed by law, shall be allocated in the following manner. The **Taxing Unit** shall pay its proportionate share of the Legal Expenses for each term for this contract according to the number of units, involved in suit that the **County** collects ad valorem taxes for, divided by total cost of legal fees.


7. The **Taxing Unit** shall provide to the **County**, without charge, a printed copy and a computer disc (in a format useable by the **County**) of its cumulative delinquent tax roll, and current tax roll, as appropriate, with all accounts properly identified by a current County Appraisal District property identification number.
8. The **Taxing Unit** shall furnish to the **County** on request all records in the **Taxing Unit's** possession relating to the assessment and collection of taxes and shall cooperate in providing such other information and records, whether in its possession or not, which may be needed by the **County** in order for the **County** to carry out the terms of this Agreement.
9. All information provided to the **County** shall be provided in writing. The **County** shall be entitled to rely upon information supplied by the **Taxing Unit**.
10. The Tax Assessor-Collector shall give bond conditioned on the faithful performance of his/her duties as tax assessor and collector for the **Taxing Unit**. Said bond shall be made payable to and shall be approved by the governing body of the **Taxing Unit**. The **Taxing Unit** shall pay the premium for such bond from its current available revenues.
11. In consideration of the services to be rendered by the **County**, the **Taxing Unit** shall pay the **County** as follows:
  - a) The **Taxing Unit** agrees to pay the **County** the actual costs of collections attributable to the **Taxing Unit's** property, as determined by the County Tax Assessor/Collector.
  - b) In the event that payments received in any one year exceed the actual cost of providing services pursuant to this Agreement, the **County** shall reimburse the **Taxing Unit** to the extent of the excess funds.
  - c) In the event that payments received in any one year are less than the actual cost of providing services pursuant to this Agreement, the **Taxing Unit** shall reimburse the **County** all actual costs incurred for the collection of taxes up to one (\$1.00) dollar per parcel per year.
  - d) In the event that the **Taxing Unit's** tax rate is rolled back or otherwise changed after the **County** begins collections for the **Taxing Unit** in any given year, the **County** will continue to act for the **Taxing Unit** in providing refunds to taxpayers or sending corrected billings.


The cost of additional publications and notices will be the responsibility of the **Taxing Unit**. All costs incurred by the **County** for late and separate tax bills processing, or issuance of corrected bills, or refunds associated therewith, shall be strictly accounted for by the **County** and shall be payable by the **Taxing Unit** upon submission of that accounting by the **County**. This cost shall be the actual cost of providing those extra services required by the rollback or change in tax rate.

12. The **Taxing Unit** shall adopt its tax rate by the 1<sup>st</sup> of September.
13. If the **County** adopts a partial payment program as provided by TEXAS TAX CODE ANN., Section 31.07, as amended, such policy shall be adopted in accordance with the guidelines set and promulgated by the State Property Tax Board.
14. The **Taxing Unit** agrees to pay the **County** annually for collections on or about **July 1, 2022** and each subsequent year thereafter as long as this contract is in effect.
15. This contract shall be effective on **October 1, 2021**, and shall continue in full force and effect from year to year until such time as either party, hereto, by written notice to the other party, may terminate the same, such termination to be effective only if such notice is provided to the other party on or before **July 1** of the tax year in which the party intends for the contract to terminate, or by mutual consent of the parties. Any such termination shall be effective on or before **October 1** of such tax year. In the event of termination of this Agreement, the **County** shall deliver to the **Taxing Unit** all records and documents in its possession relating to the collection of taxes on behalf of the **Taxing Unit** unless it is necessary to retain such records or documents, in which event the **County** shall furnish the **Taxing Unit** a copy thereof at the **Taxing Unit's** expense.
16. It is agreed and understood that this contract is not transferrable or assignable without the written consent and approval of the **Taxing Unit**. The terms herein stated shall be binding upon the parties hereto, their successors, assigns and legal representatives.
17. Any alteration or modification of this contract shall be in writing and signed by both parties.
18. This contract constitutes the entire agreement of the parties. No written or oral representation or modification shall have force or effect unless such modification is made in conformity with paragraph 15 herein.
19. This Agreement supersedes any and all agreements and contracts by and between any of the parties hereto relative to the collection of ad valorem taxes.
20. The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this contract is for any reason held to the contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the contract.

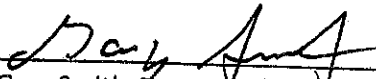
IN WITNESS WHEREOF, the respective parties hereunto set their hands this  
12<sup>th</sup> day July, 2021.

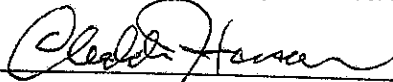
**UPSHUR COUNTY EMERGENCY SERVICES  
DISTRICT #1**

BY:   
Marc Nichols, President

  
David Tackett, Vice-President

  
Michael Kuza, Secretary

  
Gary Smith, Treasurer/Asst. Secretary

  
Cloddie Henson, Member

**UPSHUR COUNTY**

BY: \_\_\_\_\_  
Todd Tefteller, County Judge

BY: \_\_\_\_\_  
Luana Howell, Tax Assessor/Collector





325 SPRING LAKE DRIVE  
 ITASCA, IL 60143-2072

PHONE (800) 322-0244  
 FAX (800) 230-0560

FAST ATTACK PROFORMA INVOICE

QUOTE DATE 6/17/2021  
 QUOTE VALIDITY  
 CUSTOMER ACCOUNT FOR

**BILL TO**  
 EAST MOUNTAIN VOL FIRE DEPT.  
 107 MUNICIPAL DR  
 GRAMER TX 75645  
 ANTHONY DEPAEPE 903-808-2304  
 wanaq@gmail.com

**SHIP TO**  
 EAST MOUNTAIN VOL FIRE DEPT.  
 107 MUNICIPAL DR  
 GRAMER TX 75645  
 ANTHONY DEPAEPE 903-808-2304  
 wanaq@gmail.com

ITEM #	DESCRIPTION	SALES CATEGORY
1	FAST ATTACK 2	ORIGIN

LINE #	QTY	UNIT PRICE	TOTAL
1	1	\$11,500.00	\$11,500.00
FAST ATTACK 2 OPTION 2 - Darley 200 (with) purpose of direct drive) 1800 Vanguard Electric (AST) * exhaust primer * 200 gallon poly water tank * illuminated pressure gauge, 2.5" welded Stainless Steel auxiliary suction with a 2.5" adapter * 2.5" tank to pump * All welded Stainless Steel manifold painted blue, including 1" tank fill - 1" pump to booster reel - 1.5" NST discharge * chrome caps * electric booster reel with 100' of 1" booster hose			
2.5" SAGE 2TY			
2	1	\$1,400.00	\$1,400.00
200 Gallon Tank			
3	1	\$3,800.00	\$3,800.00
4	1	\$450.00	\$450.00
5	1	\$250.00	\$250.00
BOOSTER REEL UPGRADES			
6	1	\$250.00	\$250.00
7	1	\$575.00	\$575.00
FOAM UPGRADES			
8	1	\$700.00	\$700.00
NOZZLES			
9	1	\$155.00	\$155.00
10	1	\$110.00	\$110.00
11	1	\$120.00	\$120.00
ADDITIONAL 2.5" NST DISCHARGE W/ CAP (2.5" W/ CAP / AVAILABLE ON 1A 2 OPTION 2 WITH REEL)			
12	1	\$250.00	\$250.00
13	1	\$0.00	\$0.00

**Special Terms:**  
 1. Sales tax where applicable is not included in quote.  
 2. Customer P.O. constitutes acceptance of these terms.  
 3. Quote expires in 90 days herein.  
 4. All freight is FOB Chippewa Falls, WI 54729, unless otherwise noted.  
 5. Crating charges need to be determined for final pricing.

SUBTOTAL	\$18,925.00
DOWN PAYMENT PAID	(\$2,000.00)
PAYMENT	\$16,925.00
<b>TOTAL</b>	<b>\$14,925.00</b>

Product availability, prices and delivery dates are listed upon information available at the time of quote. All information is subject to reconfirmation at time of order.

FOR MORE INFORMATION, PLEASE VISIT: DARLEY.COM