### NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 10TH DAY OF MAY, 2010 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. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY HOLT ALL VOTED AYE MOTION CARRIED
- OPENING PRAYER BY COMMISSIONER HERRINGTON
- 3. PLEDGE OF ALLEGIANCE
- 4. PUBLIC COMMENTS-STEVE ESSLER SR-GAS WELL-DOES NOT WANT GAS WELL NEAR HIS HOME. PRESTON BONNER-GAS WELL LEASE-HE WAS IN FAVOR

### **CONSENT AGENDA**

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 & 9 BY HOLT SEC BY HERRINGTON ALL VOTED AYE MOTION CARRIED

- 5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF APRIL 26TH, 2010, AND MEETINGS OF MAY 3RD, 2010
- 6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR
- 7. APPROVE THE MINUTES OF APRIL 1, 2010 PLANNING & ZONING MEETING TO WIT PG 870
- 8. APPROVE REPLAT OF FRANCISCO BAY PHASE I BLK. I, LOTS 7 & 8 BY TIMOTHY AND EILEEN CONWAY
- 9. APPROVE REPLAT OF PLETTENBERG BAY LOTS 8E AND 8F BY STUART AND ELIZABETH HOWARD

### **REGULAR AGENDA**

ITEM #23 TAKEN UP AT THIS TIME

- 10. MOTION TO APPROVE SPECIFIC USE PERMIT FOR HAROLD PRATER.
  THIS REQUEST IS FOR A STORAGE BUILDING TO BE LOCATED ON
  LOT 1-A OF PEARL VALLEY ESTATES PHASE I BY HOLT SEC BY
  WARREN
  ALL VOTED AYE MOTION CARRIED
- 11. MOTION TO TABLE A SPECIFIC USE PERMIT WITH A SPECIAL EXCEPTION FOR CHINN EXPLORATION COMPANY. THIS REQUEST IS FOR A GAS WELL THAT IS SUBJECT TO STATEWIDE RULE 36 (SOUR GAS). THE PROPERTY IS LOCATED OFF FM 416 IN THE DAVID H LOVE SURVEY (PRESTON BONNER LEASE) BY WARREN SEC BY HERRINGTON ALL VOTED AYE MOTION CARRIED
- 12. MOTION TO APPROVE CONDOMINIUM DOCUMENTS AND FINAL PLAT FOR NORTHSHORE HARBOR CLUB, PHASE I BUILDING 3, LOCATED AT 10000 SPUR 294 WITH CONTIGENCY VICKI STATED BY PLANNING & ZONING BOARD BY HOLT SEC BY HERRINGTON ALL VOTED AYE MOTION CARRIED
- 13. MOTION TO APPROVE A SALVAGE YARD PERMIT FOR MOHAMED AZAM FOR ONE YEAR TO BE RENEWED EACH YEAR FROM THIS POINT ON BY WARREN SEC BY HERRINGTON ALL VOTED AYE MOTION CARRIED
- 14. MOTION TO ORDER LOCAL OPTION LIQUOR ELECTION, CITY OF EMHOUSE, PRECINCT 1 BY HERRINGTON SEC BY HOLT ALL VOTED AYE MOTION CARRIED TO WIT PG 872-873
- 15. MOTION TO APPROVE TAX REPORT FROM RUSSELL HUDSON BY OLSEN SEC BY WARREN

  ALL VOTED AYE MOTION CARRIED

  TO WIT PG 874-878
- 16. MOTION TO APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF CORSICANA FOR COLLECTION OF TAXES BY HOLT SEC BY WARREN ALL VOTED AYE MOTION CARRIED TO WIT PG 879-881

- 17. MOTION TO APPROVE RE-APPOINTMENT OF BOARD MEMBER TO LAKES REGIONAL MHMR CENTER'S NAVARRO COUNTY BOARD JANIE BILTZ BY JUDGE DAVENPORT SEC BY OLSEN ALL VOTED AYE MOTION CARRIED
- 18. MOTION TO APPROVE AWARDING CONTRACT FOR PEST CONTROL SERVICES TO ORKIN BY JUDGE DAVENPORT SEC BY HOLT ALL VOTED AYE MOTION CARRIED TO WIT PG 882-892
- 19. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY HOLT SEC BY WARREN ALL VOTED AYE MOTION CARRIED
  - MOTION TO COME OUT OF EXECUTIVE SESSION BY HERRINGTON SEC BY WARREN ALL VOTED AYE MOTION CARRIED
- 20. MOTION TO APPROVE ACTION TAKEN ON THE EXECUTIVE SESSION TEXAS GOVERNMENT CODE SECTION 551.074 TO DISUCSS PERSONNEL TO RE-ADVERTISE FOR THE PLANNING AND ZONING DIRECTOR EMPHASIZING FOR TECHNICAL SKILLS BY JUDGE DAVENPORT SEC BY OLSEN ALL VOTED AYE MOTION CARRIED
- 21. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.072 TO DICUSS REAL PROPERTY BY HOLT SEC BY WARREN ALL VOTED AYE MOTION CARRIED
- 22. MOTION TO APPROVE ACTION TAKEN ON THE EXECUTIVE SESSION TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS REAL PROPERTY TO HAVE PROPERTY RE-SURVEYED ACROSS FROM SHERIFF DEPARTMENT WHERE EMPLOYEES PARK TO DELINEATE PROPERTY LINES & THEN PROCEED TO ADVERTISE FOR BIDS TO FENCE AND GATE BY JUDGE DAVENPORT SEC BY HERRINGTON ALL VOTED AYE MOTION CARRIED
- 23. MOTION TO APPROVE NAVARRO COUNTY CLEANUP DAY 2009 & 2010 RELATED MATTERS BY RESOLUTION

- (1) APPROVE 2009 LANDFILL BILL FROM THE CITY BY HERRINGTON SEC BY OLSEN
  ALL VOTD AYE MOTION CARRIED
- (2) APPROVE TO PAY INCREASE FROM \$3.00 TO \$5.00 PER CUBIC YARD FOR LANDFILL SERVICE FOR CLEANUP DAY BY HERRINGTON SEC BY HOLT ALL VOTED AYE MOTION CARRIED
- (3) APPROVE TO PAY FOR RESIDENTS OUTSIDE OF CORSICANA THE \$5.00 LANDFILL JUST THE CITIZENS OF THE COUNTY BY HOLT SEC BY OLSEN
  ALL VOTED AYE MOTION CARRIED
- 24. MOTION TO ADJOURN BY HOLT SEC BY WARREN ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS_	10	DAY OF
MAY 2010		

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR MAY 10, 2010.

SIGNED DAY OF MAY, 2010.

SHERRY DOWD, COUNTY CLERK







### NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Vicki Stoecklein - Administrator Becky Garrett - Addressing

Phone: (903) 875-3312

Stanley Young - Environmental Services

Robert Gray - Environmental Services

300 West Third Avenue Suite 16

Corsicana, TX 75110-4672

vstoecklein@navarrocounty.org

Fax: (903) 875-3314

### PLANNING AND ZONING COMMISSION MINUTES

April 1, 2010

5:00 P.M.

The meeting was called to order with eleven members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present

Scott Watkins - present

Carroll Sigman – absent Vicki Farmer - absent

Dennis Bancroft - present Charles Irvine – present

Eben Dale Stover – absent

Vice Chairman Moe –present

Conrad Newton - present

Wayne McGuire - present

Tom White - present

Dolores Baldwin - present

Caleb Jackson – present

Jeff Smith - present

Item #2 on the agenda was consideration of the minutes of the March 4, 2010 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Vice Chairman Moe, all voted ave.

Item # 3 on the agenda was consideration of the minutes of the January 7, 2010 Planning and Zoning meeting. Motion to approve by Commissioner Smith, second by Commissioner Newton, all voted ave.

Item # 4 on the agenda was consideration of replat of The Shores lots 257, 258, and 259 for Michael Copeland. Motion to approve by Vice Chairman Moe, second by Commissioner Bancroft, all voted aye.

Item # 5 on the agenda was consideration of specific use permit #10-418 for Robert Buthod for a garage to be constructed prior to the construction of the main building. Mr. Buthod requested he be allowed to live in the garage while the home was under construction. Motion by Vice Chairman Moe to deny, second by Commissioner Newton, all voted aye.

Item # 6 on the agenda was a replat of lots 14 and 15 Blk. 1 of Pelican Isle by Marvin Maxwell. Motion to approve by Commissioner Jackson, second by Commissioner White, all voted ave.

Planning and Zoning minutes April 1, 2010 Page 2

Item # 7 on the agenda was a final plat of Southpoint on Richland Chambers for Texas Land and Lakes. Motion to approve by Commissioner Jackson, contingent upon surety being provided for the installation of water and roads and minor changes to the plat requested by Tarrant Regional Water District, second by Commissioner White, all voted aye with the exception of Vice Chairman Moe, who abstained.

Item # 8 on the agenda was a specific use permit #09-419 for a sign by the Benedictine Monastery of Thein Tam. Motion to approve by Commissioner Smith, second by Commissioner Watkins, all voted aye.

Item # 9 on the agenda was specific use permit #9-411A for Orval and Donna Boatman for a storage building with a variance for size to be located on lot 36R of Mattie Caston Shores Phase II. The building is 24'x 30'. Motion to approve by Vice Chairman Moe contingent upon the issuance of a building permit for the home and a septic system may be not be installed prior to the construction of the house, second by Commissioner Irvine, all voted aye.

Item # 10 on the agenda was consideration of a replat of lots 45, 46, and 47 Blk. 1 of Francisco Bay by Richard Guest. Motion to approve by Commissioner Newton, second by Commissioner White, all voted aye.

Commissioner Tom White submitted his resignation from the Commission for health reasons. Mr. White has been a commission member since March of 1989.

Adjourn.

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## ORDER TO CALL LOCAL OPTION ELECTION (ORDEN PARA ELECCION DE OPCION LOCAL)

On this the 10<sup>th</sup> day of May, 2010, the Commissioners' Court of the County of Navarro, Texas, convened in regular session open to the public.

(En este el dia 10, de mayo, del 2010, la Corte de los comisionadados del Condado de Navarro, Texas, se convoco en session reglar abierta publico)

The proper petition serially numbered 004 was timely filed with the Elections Administrator and it is therefore ordered by the Commissioners Court of Navarro County:

(Las peticiones apropiadas enumeradas en serie 004 se registraron a tiempo con el Administrador de Eleccion de esta Corte y así se ordeno por la Corte de Comisionados del Condado de Navarro)

That a Local Option Election be held on the 2nd day of November, 2010 from 7:00 a.m. to 7:00 p.m. for the registered voters of the City of Emhouse to determine the following issue:

(Que una Eleccion de Opcion Local se llevara a cabo el dia 2 de noviembre del 2010 de las 7:00 a.m. hast alas 7:00 p.m. para los votantes registrados de las Ciudad de Emhouse para determiner el asunto siguiente)

FOR "THE LEGAL SALE OF ALL ALCOHOLIC

(A FAVOR) BEVERAGES FOR OFF PREMISE CONSUMPTION ONLY"

AGAINST "LA VENTA LEGA DE TODOS BEBIDAS ALCOHOLICAS (EN CONTRA) DE OFF PERMISA CONSUMO UNICAMENTE"

Early voting by personal appearance will be conducted each weekday at: The Emhouse Community Center 503 N Hopkin Emhouse TX

(la votacion adelamada en persona se llevara a cabo cada dia de la semana en la: comunidad de Emhouse 503 N Hopkin Emhouse TX)

Voting will be conducted on the following dates and times:

(La votacion se llevera a cabo las fechas y las horas siguientes)

Monday, October 18, 2010 through Friday, October 29, 2010.

(del lunes, el 18 de octubre de 2010 hasta el vierens el 29 de octubre, 2010)

During the hours of 8:00 a.m. until 5:00 p.m.

(duarante las horas de las 8:00 a.m. hast alas 5:00 p.m.)

## Election Day voting will be conducted on November 2, 2010 at Emhouse Community Center 503 N Hopkin Emhouse TX

(Elección de la jornada electoral se llevará a cabo el 2 de noviembre de 2010 a comunidad de Emhouse 503 N Hopkin Emhouse TX.)

### Applications for ballots by mail shall be mailed to:

(Las solicitudes de boletas por correo deberán enviarse a)

Danda Parker Navarro County Elections Administrator P.O. Box 1018 Corsicana, TX 75151

Application for ballots by mail must be received no later than the close of business day on October 26, 2010

(Solicitud de voto por correo deberán recibirse a más tardar al cierre del día hábil en el 26 de octubre 2010)

Issued this the 10<sup>th</sup> day of May, 2010 (Emitido este día 10 de mayo 2010)

H. M. Davenport Jr (juez del condado)
Navarro County Judge (Candado de Navarro)

Kit Herrington, Commissioner, Pct 1 (Kit Herrington, comisionado, Pct 1)

Faith Holt, Commissioner, Pct 2 (Faith Holt, comisionado, Pct 2)

nes Olsen. Commissioner. Pct 4

(James Olsen, comisionado, Pct 4)

David "Butch" Warren, Commissioner, Pct 3 (David "Butch" Warren, comisionado, Pct 3)

I, RUSSELL P HUDSON, NAVARRO COUNTY TAX ASSESSOR/COLLECTOR, DO HEREBY SWEAR UNDER OATH, THAT THE ATTACHED REPORT IS A TRUE AND CORRECT REPORT.

FILED FOR RECORD
AT \_\_\_\_OCLOCK \_\_\_\_M.

SHERRY DOWE MIY GLERK NAVARIO SOUNTY, TEXA

TOTAL PAGES INCLUDING COVER SHEET \_\_\_\_5\_\_

\* 70

DECOMPTON	TAXES	DISCOUNT	PENALTY & INTEREST	CONTRACTAL	COLLECTION	NET TAXES	MEMO ONLY ATTY FEES	% CURRENT
DESCRIPTION  NAVARRO COUNTY	IAXES	DISCOUNT	MICKEDI	SUBTOTAL	· · · · · · · · · · · · · · · · · · ·	DUE	Allires	LEVY
								22.71
CURRENT	190,285.63		19,357.71	209,643.34	5,790.95	203,852.39	1,245.68	15,513,534.57
DELINQUENT	26,429 47		12,998.27	39,427.74	3,381.82	36,045.92	6,886.68	%
TOTAL	216,715.10	<u> </u>	32,355.98	249,071.08	9,172.77	239,898.31	8,132.36	1.23%
NAVARRO COLLEGE								LEVY
CURRENT	36,465.23		3,705.31	40,170.54	1,108.72	39,061.82	237.86	3,013,737.80
DELINQUENT	5,640 84	<u>-</u>	2,683.06	8,323.90	699.00	7,624.90	1,467.73	%
TOTAL	42,106.07		6,388.37	48,494.44	1,807.72	46,686.72	1,705.59	1.21%
CITY OF RICE								LEVY
CURRENT	1,321.20	_	143.62	1,464.82	42.55	1,422.27	2.59	111,678.45
DELINQUENT	141.96		38.34	180 30	10.31	169.99	36.07	%
TOTAL	1,463.16		181.96	1,645 12	52 86	1,592.26	38.66	1.18%
CITY OF KERENS								LEVY
CURRENT	5,894.38		645.47	6,539.85	190.85	6,349.00	20.04	244,872.02
DELINQUENT	1,236.21		428.04	1,664.25	113.22	1,551.03	332.85	%
TOTAL	7,130.59	-	1,073.51	8,204.10	304.07	7,900.03	352.89	2 41%
CITY OF CORSICANA								LEVY
CURRENT	48,561.32		5,026.26	53,587.58	1,499.40	52,088.18	737.71	7,513,503.60
DELINQUENT	10,772.31		5,800.89	16,573.20	1,504.09	15,069.11	2,910.46	%
TOTAL	59,333.63		10,827.15	70,160.78	3,003.49	67,157.29	3,648.17	0.65%

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
DESCRIPTION CITY OF BARRY	TAXES	DISCOGNI	· WITERES!	SUBTUTAL	- FRE	pog	Attirees	LEVY
CURRENT	155.52		15.12	170.64	4.57	166.07		15,241.67
DELINQUENT	53.48		14.44	67.92	3.88	64.04	13.58	%
TOTAL	209.00		29.56	238.56	8.45	230.11	13.58	1.02%
CITY OF EMHOUSE								LEVY
CURRENT	118.00	-	12.98	130.98	3.84	127.14		8,598.91
DELINQUENT				<u>-</u>		<u>-</u>		%
TOTAL	118.00	<u>-</u>	12.98	130.98	3.84	127.14		1.37%
CITY OF RICHLAND								LEVY
CURRENT	103.65	-	11.40	115.05	3.36	111.69		14,105.26
DELINQUENT				<u> </u>				%
TOTAL	103.65	-	11.40	115 05	3.36	111.69	-	0.73%
CITY OF GOODLOW				=======================================				LEVY
CURRENT	28.90	<u> </u>	3.18	32.08	0.95	31.13		3,018.27
DELINQUENT	129.13		58.98	188.11	15.39	172.72	37.61	%
TOTAL	158.03	-	62.16	220.19	16.34	203.85	37.61	0.96%
CITY OF FROST								LEVY
CURRENT	246.85		27.16	274.01	8.62	265.39		70,744.20
DELINQUENT	146.40		39.53	185.93	10.03	175 90	37.18	%
TOTAL	393.25		66.69	459.94	18.6 <u>5</u>	441.29	37.18	0.35%
CITY OF DAWSON	-							LEVY
CURRENT	558.08		20.81	578.89	8.00	570.89		69,133.57
DELINQUENT	533.41		598.70	1,132.11	152.34	979.77	136.08	%
TOTAL	1,091.49	-	619.51	1,711.00	160.34	1,550.66	136.08	0.81%

### NAVARRO COUNTY, TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING APRIL 2010

			PENALTY &		COLLECTION	NET TAXES	MEMO ONLY	% CURRENT
DESCRIPTION	TAXES	DISCOUNT	INTEREST	SUBTOTAL	fee	DUE	ATTY FEES	COLLECTED
CITY-BLOOMING GROVE			]			:		LEVY
CURRENT	2,204.73		229.69	2,434.42	68.46	2,365.96	31.82	93,120.68
DELINQUENT	784.77		226.26	1,011.03	60.49	950.54	202.21	%
TOTAL	2,989.50		455.95	3,445.45	128.95	3,316.50	234.03	2.37%
NAVARRO COUNTY ESD #1								LEVY
CURRENT	1,258.43		133.68	1,392.11	39.75	1,352.36	13.90	109,001.80
DELINQUENT	192.96		51.96	244.92	13.96	230.96	49.03	%
TOTAL	1,451.39		185.64	1,637.03	53.71	1,583.32	62.93	1.15%
BLOOMING GROVE ISD								LEVY
CURRENT	15,150.94		1,627.49	16,778.43	482 67	16,295.76	253.65	1,382,061.05
DELINQUENT	4,470.15	·	2,268.40	6,738.55	589.48	6,149.07	1,246.40	%
TOTAL	19,621.09		3,895.89	23,516.98	1,072.15	22,444.83	1,500.05	1.10%
DAWSON ISD			[					LEVY
CURRENT	11,520.19		1,015.16	12,535.35	311.41	12,223.94	16.53	1,205,100.46
DELINQUENT	2,619.56		3,670.53	6,290.09	930.73	5,359.36	632.11	%
TOTAL	14,139.75		4,685.69	18,825.44	1,242.14	17,583.30	648.64	0.96%
RICE ISD					!			LEVY
CURRENT	12,590.85		1,403.26	13,994.11	413.77	13,580.34	8.76	1,154,992.39
DELINQUENT	3,486.22		1,665.04	5,151.26	433.70	4,717.56	616.51	%
TOTAL	16,077.07		3,068.30	19,145.37	847.47	18,297 90	625.27	1.09%
GRAND TOTAL	383,100.77	-	63,920.74	447,021.51	17,896.31	429,125.20	17,173.04	

MEMO TOTAL COLLEGIED	464 104 EE
3.3	464,194.55
ROLLBACK TAXES	
TAX SERTIFICATES	1,560.00
HOT CK FEES	40.00

HOT CK FEES
TOTAL TAX REPORT - APRIL 2010.xls
Prepared by Gail Smith
Navarro County Tax Office

### YR-TO-DATE % CURRENT COLLECTED:

	" IN-10-DAIL W	CONTENT COLLEGIED.	* _
COUNTY	92.95%	GOODLOW	67.75%
COLLEGE	92.85%	FROST	86.32%
RICE	88.69%	CITY-DAWSON	85.38%
KERENS	89.93%	CITY-BL GROVE	89 70%
CORSICANA	94.09%	NC ESD #1	90.87%
BARRY	90.41%	B G ISD	90.41%
EMHOUSE	73.23%	DAWSON ISD	91.34%
RICHLAND	81.32%	RICE ISD	88.96%



## NAVARRO COUNTY, TEXAS AD VALOREM TAXES COLLECTED DURING THE MONTH OF APRIL 2010

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	TAXES	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	155,170.70	15,782.81	170,953.51	4,721.61	166,231.90	1,015.22
ROAD & BRIDGE	32,412.92	3,300.19	35,713.11	987.14	34,725.97	212.62
FLOOD CONTROL	2,702.01	274.71	2,976.72	82.20	2,894.52	17.84
TOTAL	190,285.63	19,357.71	209,643.34	5,790.95	203,852.39	1,245.68
DELINQUENT TAXES						
COUNTY	21,793.80	10,898.27	32,692.07	2,833.58	29,858.49	5,680.61
STATE						
ROAD & BRIDGE	4,235.95	1,552.85	5,788.80	409.43	5,379.37	1,102.20
FLOOD CONTROL	399.72	547.15	946.87	138.81	808.06	103.87
TOTAL	26,429.47	12,998.27	39,427.74	3,381.82	36,045.92	6,886.68
TOTAL ALLOCATION						
COUNTY	176,964.50	26,681.08	203,645.58	7,555.19	196,090.39	6,695.83
STATE						
ROAD & BRIDGE	36,648.87	4,853.04	41,501.91	1,396.57	40,105.34	1,314.82
FLOOD CONTROL	3,101.73	821.86	3,923.59	221.01	3,702.58	121.71
TOTAL	216,715.10	32,355.98	249,071.08	9,172.77	239,898.31	8,132.36

COUNTY TAX REPORT Prepared by Gail Smith Navarro County Tax Office STATE OF TEXAS

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**COUNTY OF NAVARRO** 

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### INTERLOCAL CONTRACT FOR TAX COLLECTION

This contract is entered into between NAVARRO COUNTY, hereinafter called "County", and the CITY OF CORSICANA, 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 <u>July 1, 2010</u>, through <u>June 30, 2011</u>. On July 1<sup>st</sup> 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 90 days prior to the automatic renewal date of July 1<sup>st</sup>. 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 Home Rule 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 weekly. 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. Work through and under the City Manager/Mayor for the City, acting on behalf of the City.
- E. 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
- F. 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 Fifty cents per parcel (\$0.50/parcel) based on previous year's parcel amounts for the City as reported by the Navarro Central Appraisal District.

### 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.



### RESOLUTION NO. 3375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY FOR THE COLLECTION OF TAXES.

WHEREAS, Navarro County has provided collection of ad valorem taxes on behalf of the City; and

WHEREAS, the City of Corsicana and Navarro County desire to renew the current contract with a proposed change in the compensation to the County for this service; and

WHEREAS, this change represents a significant savings to the City; and

WHEREAS, this Agreement is made for the purpose of efficient and effective use of resources and is in the best economical interests of the County and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, that the Mayor is hereby authorized to execute an Interlocal Agreement between the City of Corsicana and Navarro County for the collection of taxes.

**PASSED** and **APPROVED** by majority vote of the City Council of the City of Corsicana this  $4^{th}$  day of May, 2010.

C. L. Brown, Mayor

ATTEST:

Virginia Richardson, City Secretary

APPROVED AS TO FORM:

Terry Jacobson, City Attorney



### **NAVARRO COUNTY AUDITOR'S OFFICE**

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

Kathy Hollomon, Auditor

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

Phone: (903) 654-3095

e-mail: khollomon@navarrocounty.org

Fax: (903) 654-3097

March 22, 2010

Bid 2010-PC-013 Annual Contract for Extermination/Pest Control

Open Date - April 12, 2010

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Navarro County.

Sealed bids shall be submitted no later than:

Monday, April 12, 2010, 10:00 a.m.

Mark Envelope:

Bid No. 2010-PC-013 Annual Contract for Extermination/Pest Control

Bids must be signed and dated by a person having the authority to bind the vendor in a contract. Bids which are not signed and dated will be rejected.

Navarro County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the County Courtroom, First Floor, Navarro County Courthouse, Corsicana, Texas. You are invited to attend.

The bidder may withdraw bids at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the bid opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at 903/654-3095.

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## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

### **Annual Contract for Extermination/Pest Control**

IT IS UNDERSTOOD that the Commissioners Court of Navarro County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Navarro County.

BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 9-11 in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bids should be clearly marked - Bid No. 2010-PC-013 Annual Contract For Extermination/Pest Control Service

BIDS SHOULD BE RETURNED TO the following address Monday, April 12, 2010, not later than 10:00 a.m.

Navarro County Auditor's Office Navarro County Courthouse 300 West Third Avenue, Suite 10 Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All bids must be received in the County Auditor's Office before the opening date and time.

## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

Navarro County is requesting bids on Annual Contract(s) for Extermination/Pest Control. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Funding: Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2010.

Late Bids: Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

Altering Bids: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Withdrawal of Bid: A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

Sales Tax: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

**Contract:** This bid, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful bidder and Navarro County. No different or additional terms will become a part of this contract with the exception of change orders.

**Change Orders:** No oral statement of any person shall modify or otherwise change, or affect, the terms, conditions or specifications stated in the resulting contract. The Navarro County Auditor will make all change orders to the contract in writing.

**Delivery:** All delivery and freight charges (FOB Navarro County Courthouse) are to be included in the bid price.

Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.

Ethics: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Navarro County.

**Exceptions/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of this id. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all who are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

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## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

Bids must comply with all Federal, State, county and local laws concerning these type purchases.

Design, Strength, Quality of materials must conform to the highest standards of manufacturing practice.

*Minimum Standards for Responsible Prospective Bidders:* A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

- 1. Have adequate financial resources, or the ability to obtain such resources as required:
- 2. Be able to comply with the required or proposed delivery schedule;
- 3. Have a satisfactory record of performance;
- 4. Have a satisfactory record of integrity and ethics, and;
- 5. Be otherwise qualified and eligible to receive an award.

Navarro County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed above.

**References:** Navarro County requests bidders to supply a list of at least three (3) references where like products have been sold by their company. Include name of reference, address, telephone number and name of representative.

**Bidder Shall Provide**, with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

Successful Bidder Shall defend, indemnify and save harmless Navarro County and all its officers, agents and employees from all suites, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

Insurance Requirements: Any vendor that conducts business with Navarro County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County requires the successful vendor(s) to submit, to the County Auditor's Office, verification of the following coverages, showing Navarro County as the certificate holder with coverage dates inclusive to that of the contract award:

a. Workers' Compensation Coverage meeting the acceptable requirements as established by the Texas Workers' Compensation Ace, Title 5, Subtitle A, Texas Labor Code; and

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## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

b. **General Liability Insurance** meeting the following limits - \$1,000,000 per occurrencel aggregate, including products and completed operations coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Navarro County Premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

Termination of Contract: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Navarro County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

**Termination for Default:** Navarro County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach of default of this contract. Navarro County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- 1. Meet schedules:
- 2. Defaults in the payment of any fees; or
- 3. Otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Navarro County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Navarro County shall not be liable for prosecution for damages in the event that the County declares bidder in default.

**Notice:** Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

*Invoices:* Payment will be made from original vendor invoices only. Shipping documents will be considered informational only and will be held until an invoice is received. The County does not pay from monthly statements. Invoices shall show all information as stated above and mailed directly to the Navarro County Auditor's Office, 300 West Third Avenue, Suite 10, Corsicana, TX 75110.

**Payment** will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder

## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Samples: When requested, samples shall be furnished free of expense to the County.

**Warranty:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**Remedies:** The successful bidder and Navarro County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**Venue:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Navarro County, Texas.

**Assignment:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Navarro County.

**Silence of Specification:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Any Questions concerning this *Invitation to Bid* and *Specifications* should be directed to the Navarro County Auditor's Office at 903/654-3095.

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## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

Navarro County is requesting bids for an **Annual Contract for Extermination/Pest Control** as described in the following specifications. The Contract Period will be for seventeen (17) months effective May 1, 2010 through September 30, 2011.

Bids are binding under the Uniform Commercial Code.

### **GENERAL**

Extermination service calls will be preformed at various Navarro County facilities.

The successful bidder must comply with U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 in using chemicals, provide necessary material data sheet(s) for chemical(s) used, and meet all requirements of the labor laws.

### **SECURITY CLEARANCE**

The successful vendor's representative to Navarro County shall require a Security Clearance for services performed in the Jail. This clearance will be obtained from the Jail Supervisor on duty.

### **INSPECTION**

Successful bidder will make monthly inspections. If after inspection, problem areas are not corrected immediately (within one (1) working day), unless emergency (within four (4) hours), and must be corrected using outside sources other than successful vendor, charges for such services shall be deducted from monthly payment for failure to perform in keeping with the terms of this contract. Unsatisfactory services shall be re-performed at no expense to County.

### REPORT OF SERVICES

On a monthly basis, successful bidder shall submit to the Navarro County Auditor's Office a pest Control/Exterminating Services Log Sheet, which shall be completed showing the dates of service for each of the County's locations including under this contract.

Navarro County reserves the right to make changes to the contract if the County adds buildings; discontinues building serviced; or otherwise makes other permanent improvements on property being maintained under this contract.

### **SAFETY**

The successful bidder shall supply Navarro County with copies of Safety Data Sheets showing complete chemical breakdown of all chemicals being used within ten (10) days after notification of award. Navarro County reserves the right to require the successful bidder to discontinue the use of chemicals or request a change of chemicals at any time.

## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

### MINIMUM REQUIREMENTS

- Successful bidder shall treat inside all Navarro County down town facilities, including the Courthouse, Sheriff and J.P.'s offices, and the Jail, once a month during normal business hours, 8:00 a.m. through 5:00 p.m., excluding county-designated holidays. Problem areas will be attended to as needed or as service is requested.
- Exterior of building should be treated only when needed along the foundation of each building.
- Precinct barns will be treated only when requested.
- Courthouse and Justice Center grounds will be treated once annually for fire ants.
- Successful bidder shall not use insecticides or any chemicals which do not meet EPA requirements.
- Successful bidder shall have all approved local and state licenses and conform to all licensing requirements. Vendor must submit and have on file, in the Auditor's Office, copies of all licenses.
- Successful bidder shall upon request, supply to Navarro County at cost, other materials (i.e. bait strips, glue traps, etc.) as required.
- Successful bidder shall respond to interim service calls at no further cost to the County.
- Successful bidder must comply with U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 in using chemicals, provide necessary material safety data sheets for chemicals used, and meet all requirements of the Labor Law.

# NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

CON	SS dba Oran Pest (onto	75-2781496 FEDERAL ID NUMBER
	28 SHuy 287	
CO	Bicana, TX 75110	
<u>hr</u>	Nes T. Hale - President TE AND TITLE OF INDIVIDUAL SUBMITTING BID	
90	3-874-0640	903-874-0650
4	NATURE OF AUTHORIZED REPRESENTATIVE	FAX NO.  4-5-17  DATE
nece silve	ssary for the eradication of rodents and r	abor, materials, equipment and supervision mice and to effectively control roaches, ants, flies, ner insects in season at the following locations: and Fire Ants.)
	FACILITY	COST PER MONTH
1.	Navarro County Courthouse 300 W. 3 <sup>rd</sup> Ave. Corsicana, Texas	75-
2.	Navarro County Justice Center 312 W. 2 <sup>nd</sup> Ave. Corsicana, Texas	125

40-

Navarro County Emergency Management Building 223 W. 1<sup>st</sup> Street

Corsicana, Texas

3.

## NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

### **BID PROPOSAL AFFIDAVIT**

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

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proposal will be thirty (30) calendar days from the date of the bid opening.
STATE OF TEXAS §
COUNTY OF NAVARRO §
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared
,
Name and Address of Bidder: JMS dba Orkin Pest Control
1728 S. Huy 287
Corsicana TX 75116
Telephone: 903-874-0440
By: Lames Title: President  (Type of Print Name)
Signature:
SUBSCRIBED AND SWORN to before me by the above named on this the 5th day of 2010.
VICKI HOWELL PAYNE NOTARY PUBLIC STATE OF TEXAS My Commission Expires 04-02-2014

# NAVARRO COUNTY BID NO. 2010-PC-013 ANNUAL CONTRACT FOR EXTERMINATION/PEST CONTROL INVITATION TO BID

### **VENDOR REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. *This form must be returned with your proposal.* 

	REFERENCE 1
Company Name:	Navarro Pecan
Address:	P.O. Box 147, Hwy 31E
Contact Person/T	itle: ED Miller 872-5641
Phone: 903 674	1974  Fax: 903-87-4-1994 e-mail:
	Monthly since 1978 Scope of Work: pest control services
	REFERENCE 2
Company Name:	Navarro College
Address:	3200 W. 7th Ave Corsicana, TX 75110
Contact Person/T	3200 W. 7th Ave. Corricana, TX 75710  Hamphines  itle: Curl- Maintenance
	5 7101 Fax: 903-875-7601 e-mail:
Contract Period:	Since 2002 Scope of Work: pest 3 termite control
	REFERENCE 3
Company Name:	
	4000 W. 200, Corsiana, TX 75110
Contact Person/Ti	tte: Shandy - Wusehouse
	2-4821 Fax: 903-872-667 e-mail:
Contract Period:	Monthly Since Date Scope of Work: Pest 3 termite contro

Bidding Company Name: Orkin Pest Lontrol