

NAVARRO COUNTY COMMISSIONER'S COURT

A REGULAR MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 14TH DAY OF NOVEMBER, 2011 AT 10:00 A.M., IN THE COUNTY COURTROOM IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, DICK MARTIN, DAVID WARREN, AND JAMES OLSEN

1. 10:05A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONERS HERRINGTON
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- ON AGENDA ITEM #11 BRUCE HOWARD &
STEWART CLOUD

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA 5-8 BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

5. MOTION TO APPROVE MINUTES FROM MEETINGS OF NOVEMBER 1,
2011.
6. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE
COUNTY AUDITOR, INCLUDING CURRENT BILLS, UTILITIES (PAID
11/11/11) AND PAYROLL (PAID 10/31/2011 AND TO BE PAID 11/15/11)
7. MOTION TO APPROVE MINUTES OF THE OCTOBER 6TH, 2011
PLANNING AND ZONING MEETING **TO WI T PG 892-893**
8. MOTION TO APPROVE OF A REPLAT OF LOTS # 12 AND 13 IN BLOCK 4
IN PELICAN ISLE FOR SONYA PARKEY

REGULAR AGENDA

9. NO ACTION TAKEN ON BURN BAN
10. MOTION TO APPROVE THE PROPERTY TAX COLLECTION REPORT,
OCTOBER 2011, RUSSELL HUDSON BY OLSEN SEC BY WARREN

ALL VOTED AYE MOTION CARRIED **TO WIT PG 894-899**

11. MOTION TO SEND BACK TO PLANNING AND ZONING TO FOLLOW THE RULES AS SET IN PLACE FOR SPECIFIC USE PERMIT TO LIVE IN AN RV ON SITE WHILE HOME IS BEING BUILT OFF OF SECR 2240 FOR HARVEY MOSS CONTINGENT UPON GETTING A BUILDING PERMIT AND COMMENCING AND CONTINUING CONSTRUCTION WITHIN 6 MONTHS BY JUDGE DAVENPORT SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED
12. MOTION TO APPROVE APPOINTING BOARD MEMBERS TO THE PLANNING COMMISSION IN ACCORDANCE WITH SECTION 231.077(B) OF THE LOCAL GOVERNMENT CODE AS READ BY PHIL SEELY BY MARTIN SEC BY WARREN **TO WIT PG 900**
ALL VOTED AYE MOTION CARRIED
13. MOTION TO APPROVE CONVEYANCE OF PROPERTY TO THE CITY OF RICE, PCT1 AND FOR THE JUDGE TO SIGN DEED BY HERRINGTON SEC BY OLSEN **TO WIT PG 901-904**
ALL VOTED AYE MOTION CARRIED
14. MOTION TO APPROVE COUNTY RESOLUTION FOR INDIGENT DEFENSE GRANT BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 905**
15. MOTION TO APPROVE AGREEMENT TO CONTRIBUTE FUNDS FOR HWY. 14 FEDERAL PROJECT BY WARREN SEC BY OLSEN
VOTED: JUDGE-AYE WARREN-AYE OLSEN-AYE
HERRINGTON-NO MARTIN-NO
3-2 MOTION CARRIED **TO WIT PG 906-907****No sign copy from TX**
Dot2/1/12
16. COURTHOUSE RESTORATION UPDATE BY KARALEI NUN, 1113 ARCHITECTS
17. MOTION TO APPROVE CONTRACT FROM NEYLAND BRIDGE COMPANY FOR RECONSTRUCTION OF BRIDGE LOCATED ON SWCR 4030, PCT3 BY WARREN SEC BY HERRINGTON **TO WIT PG 908-916**
ALL VOTED AYE MOTION CARRIED
18. MOTION TO APPROVE OF INTERLOCAL AGREEMENTS BETWEEN CITY OF CORSICANA AND NAVARRO COUNTY FOR FIRE SERVICES, EMS SERVICES AND FUNDING OF AN ECONOMIC DEVELOPMENT

OFFICE FOR THE CITY AND THE COUNTY BY HERRINGTON SEC BY
MARTIN **TO WIT PG 917-928**
ALL VOTED AYE MOTION CARRIED

19. MOTION TO APPROVE A LETTER REQUESTING REINSTATEMENT OF FUNDING BY THE STATE OF TEXAS FOR MENTAL HEALTH AND CHEMICAL DEPENDENCY SERVICES TO THE NORTH TEXAS BEHAVIORAL HEALTH AUTHORITY AND FOR JUDGE DAVENPORT TO SIGN ON BEHALF OF THE COUNTY BY HERRINGTON SEC BY MARTIN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 929-930**

20. MOTION TO APPROVE INTERGOVERNMENTAL TRANSFER OF CERTAIN NAVARRO COUNTY TAX FUNDS TO SERVE AS THE NON-FEDERAL SHARE OF MEDICAL SUPPLEMENTAL PAYMENTS TO NAVARRO REGIONAL HOSPITAL FOR 4TH QUARTER 2011 UNDER THE UPL PROGRAM (AMOUNT NOT TO EXCEED STATE COMPUTED CAP) BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

21. MOTION TO APPROVE OF COUNTY AUDITOR'S QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2011, PURSUANT TO TX GC SEC. 2256.023 BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 931-932**

22. MOTION TO APPROVE AUTHORIZING COUNTY AUDITOR TO GO OUT FOR BIDS FOR JAIL PHARMACEUTICALS BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

23. MOTION TO ADJOURN BY MARTIN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

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 14TH, 2011.

SIGNED 14TH DAY OF NOVEMBER 2011.


SHERRY DOWD, COUNTY CLERK



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NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director

Becky Garrett - Addressing

Stanley Young - Environmental Services

Robert Gray - Environmental Services

300 West Third Avenue

Suite 16

Corsicana, TX 75110-4672

pseely@navarrocouny.org

Phone: (903) 875-3312

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

November 3rd, 2011

5:00 P.M.

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

Chairman Jacobson – present
Scott Watkins – absent
Carroll Sigman – absent
Vicki Farmer – present
Dennis Bancroft – absent
Charles Irvine – present
Kim Newsome – present

Vice Chairman Moe –present
Conrad Newton – present
Wayne McGuire - present
Jeff Smith - present
Dolores Baldwin – absent
Caleb Jackson – present

Item #2 on the agenda was consideration of the minutes of the October 6th, 2011 Planning and Zoning meeting. Motion to approve by Commissioner Irvine, second by Commissioner Newton, all voted aye.

Item #3 on the agenda was consideration of a replat of lots #12 & 13 in block 4 of Pelican Isle for Sonya Parkey, motion to approve by Commissioner Moe, second by Commissioner Jackson, all voted aye.

Item #4 on the agenda was consideration of a specific use permit to live in an RV on site while home is being built off of SE CR 2240 for Harvey Moss, motion to approve contingent upon getting a building permit and commencing and continuing construction within 6 months by Commissioner Irvine, second by Commissioner Moe, all voted aye.

Item #5 on the agenda was a public hearing to discuss recommended amendments to the Richland-Chambers Lakeshore Area oil and gas drilling regulations. The public hearing was tabled, motion to table by Commissioner Newton, second by Commissioner Smith, all voted aye.

Item #6 on the agenda was consideration of recommended amendments to the Richland-Chambers Lakeshore Area oil and gas drilling regulations. Item was tabled along with Item #5, motion to table by Commissioner Newton, second by Commissioner Smith, all voted aye.

Item #7 on the agenda was consideration of a specific use permit to drill for oil within in Richland-Chambers Lakeshore Area for Pace Petroleum, motion to table by Commissioner Moe, second by Commissioner Irvine, all voted aye.

Item #8 on the agenda was consideration of a variance to drill for oil within 600 feet of a platted subdivision for Pace Petroleum, motion to table by Commissioner Moe, second by Commissioner Irvine, all voted aye.

Adjourn.

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FILED FOR RECORD
AT 10:00 O'CLOCK AM

NOV 14 2011

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY [Signature] 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 6

#10

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2011

568

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
NAVARRO COUNTY									LEVY
CURRENT	1,433,505.97		6.93	1,433,512.90		14.68	1,433,498.22	12,928.62	16,410,955.92
DELINQUENT	41,122.11		10,783.46	51,905.57		1.06	51,904.51	10,343.30	%
TOTAL	1,474,628.08	-	10,790.39	1,485,418.47	-	15.74	1,485,402.73	23,271.92	8.69%
NAVARRO COLLEGE									LEVY
CURRENT	284,302.14			284,302.14		2.81	284,299.33	805.50	3,192,388.48
DELINQUENT	8,607.89	-	2,354.38	10,962.27		0.20	10,962.07	2,175.51	%
TOTAL	292,910.03	-	2,354.38	295,264.41	-	3.01	295,261.40	2,981.01	8.91%
CITY OF RICE									LEVY
CURRENT	18,398.18	-		18,398.18	91.99		18,306.19		133,058.53
DELINQUENT	205.29		81.05	286.34	21.30		265.04	51.96	%
TOTAL	18,603.47	-	81.05	18,684.52	113.29	0	18,571.23	51.96	13.83%
CITY OF KERENS									LEVY
CURRENT	56,023.88	1,674.10		54,349.78			54,349.78		247,342.75
DELINQUENT	917.14	(5.39)	255.56	1,178.09			1,178.09	270.50	%
TOTAL	56,941.02	1,668.71	255.56	55,527.87	-	0	55,527.87	270.50	22.64%
CITY OF CORSICANA									LEVY
CURRENT	589,303.39	-		589,303.39		14.4	589,288.99	4,245.47	7,662,316.49
DELINQUENT	8,714.21	-	2,394.54	11,108.75		0.49	11,108.26	2,119.17	%
TOTAL	598,017.60	-	2,394.54	600,412.14	-	14.89	600,397.25	6,364.64	7.69%

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2011

DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY OF BARRY									LEVY
CURRENT	2,716.54			2,716.54			2,716.54		16,437.24
DELINQUENT	26.42		8.09	34.51		0.07	34.44	7.12	%
TOTAL	2,742.96	-	8.09	2,751.05	-	0.07	2,750.98	7.12	16.35%
CITY OF EMHOUSE									LEVY
CURRENT	612.10	-		612.10			612.10		8,472.02
DELINQUENT	259.64		61.34	320.98			320.98	64.82	%
TOTAL	871.74	-	61.34	933.08	-	0	933.08	64.82	7.22%
CITY OF RICHLAND									LEVY
CURRENT	843.15	-		843.15			843.15		16,363.97
DELINQUENT	10.05		2.12	12.17			12.17	2.43	%
TOTAL	853.20	-	2.12	855.32	-	0	855.32	2.43	5.15%
CITY OF GOODLOW									LEVY
CURRENT	553.79	-		553.79	2.77		551.02		2,977.76
DELINQUENT	15.45		9.52	24.97	2.46		22.51	4.95	%
TOTAL	569.24	-	9.52	578.76	5.23	0	573.53	4.95	18.60%
CITY OF FROST									LEVY
CURRENT	15,585.04	464.26		15,120.78	75.60		15,045.18		77,267.60
DELINQUENT	2,160.04		850.31	3,010.35	223.37	0.06	2,786.92	602.05	%
TOTAL	17,745.08	464.26	850.31	18,131.13	298.97	0.06	17,832.10	602.05	20.17%
CITY OF DAWSON									LEVY
CURRENT	9,342.47			9,342.47			9,342.47		72,429.25
DELINQUENT	1,263.51		294.08	1,557.59			1,557.59	310.39	%
TOTAL	10,605.98	-	294.08	10,900.06	-	0	10,900.06	310.39	12.90%

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NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2011

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DESCRIPTION	TAXES	DISCOUNT	PENALTY & INTEREST	SUBTOTAL	COLLECTION FEE	RENDITION PENALTY	NET TAXES DUE	MEMO ONLY ATTY FEES	% CURRENT COLLECTED
CITY-BLOOMING GROVE									LEVY
CURRENT	17,089.26			17,089.26		0.04	17,089.22		99,560.25
DELINQUENT	600.53		121.70	722.23			722.23	144.45	%
TOTAL	17,689.79	-	121.70	17,811.49	-	0.04	17,811.45	144.45	17.12%
NAVARRO COUNTY ESD #1									LEVY
CURRENT	14,747.92	-		14,747.92	73.73		14,674.19		119,607.31
DELINQUENT	318.62	-	80.55	399.17	21.74		377.43	82.04	%
TOTAL	15,066.54	-	80.55	15,147.09	95.47	0	15,051.62	82.04	12.33%
BLOOMING GROVE ISD									LEVY
CURRENT	158,025.56			158,025.56		0.29	158,025.27		1,419,328.62
DELINQUENT	6,866.04		1,612.21	8,478.25			8,478.25	1,695.62	%
TOTAL	164,891.60	-	1,612.21	166,503.81	-	0.29	166,503.52	1,695.62	11.15%
DAWSON ISD									LEVY
CURRENT	97,102.94			97,102.94			97,102.94		1,292,787.05
DELINQUENT	7,586.86		1,753.28	9,340.14			9,340.14	1,888.88	%
TOTAL	104,689.80	-	1,753.28	106,443.08	-	0	106,443.08	1,888.88	7.53%
RICE ISD									LEVY
CURRENT	112,214.01			112,214.01			112,214.01		1,515,810.54
DELINQUENT	2,569.56		778.74	3,348.30		0.84	3,347.46	661.71	%
TOTAL	114,783.57	-	778.74	115,562.31	-	0.84	115,561.47	661.71	7.44%
CORSICANA ISD									LEVY
CURRENT	1,304,541.89		0.02	1,304,541.91		29.51	1,304,512.40		17,383,846.35
DELINQUENT	30,929.77		10,704.92	41,634.69			41,634.69	8,318.34	%
TOTAL	1,335,471.66	-	10,704.94	1,346,176.60	-	29.51	1,346,147.09	8,318.34	7.52%
GRAND TOTAL	4,227,081.36	2,132.97	32,152.80	4,257,101.19	512.96	64.45	4,256,523.78	46,722.83	

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH ENDING OCTOBER 2011

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MEMO:

TOTAL COLLECTED	<u>4,303,824.02</u>
ROLLBACK TAXES	<u> </u>
TAX CERTIFICATES	<u>1,070.00</u>
HOT CK FEES	<u>30.00</u>

COUNTY	<u>8.69%</u>	GOODLOW	<u>18.60%</u>
COLLEGE	<u>8.91%</u>	FROST	<u>20.17%</u>
RICE	<u>13.83%</u>	CITY-DAWSON	<u>12.90%</u>
KERENS	<u>22.64%</u>	CITY-BL GROVE	<u>17.12%</u>
CORSICANA	<u>7.69%</u>	NC ESD #1	<u>12.33%</u>
BARRY	<u>16.35%</u>	B G ISD	<u>11.15%</u>
EMHOUSE	<u>7.22%</u>	DAWSON ISD	<u>7.53%</u>
RICHLAND	<u>5.15%</u>	RICE ISD	<u>7.44%</u>
		CORSICANA ISD	<u>7.52%</u>

NAVARRO COUNTY, TEXAS
AD VALOREM TAXES COLLECTED DURING THE MONTH OF OCTOBER 2011

	TAXES	PENALTY & INTEREST	SUBTOTAL	RENDITION PENALTY CAD %	NET TAXES DUE	MEMO ONLY ATTORNEY FEES
CURRENT TAXES						
COUNTY	1,171,107.96	6.93	1,171,114.89	11.95	1,171,102.94	12,142.73
ROAD & BRIDGE	242,014.96		242,014.96	2.52	242,012.44	724.96
FLOOD CONTROL	20,383.05		20,383.05	0.21	20,382.84	60.93
TOTAL	1,433,505.97	6.93	1,433,512.90	14.68	1,433,498.22	12,928.62
DELINQUENT TAXES						
COUNTY	33,425.69	8,780.68	42,206.37	0.87	42,205.50	8,409.69
STATE	-	-	-	-	-	-
ROAD & BRIDGE	7,089.17	1,842.48	8,931.65	0.17	8,931.48	1,780.80
FLOOD CONTROL	607.25	160.30	767.55	0.02	767.53	152.81
TOTAL	41,122.11	10,783.46	51,905.57	1.06	51,904.51	10,343.30
TOTAL ALLOCATION						
COUNTY	1,204,533.65	8,787.61	1,213,321.26	12.82	1,213,308.44	20,552.42
STATE		-		-		-
ROAD & BRIDGE	249,104.13	1,842.48	250,946.61	2.69	250,943.92	2,505.76
FLOOD CONTROL	20,990.30	160.30	21,150.60	0.23	21,150.37	213.74
TOTAL	1,474,628.08	10,790.39	1,485,418.47	15.74	1,485,402.73	23,271.92

COUNTY TAX REPORT
Prepared by Gail Smith
Navarro County Tax Office

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P & Z Board Member	Party	Address	City	Zip	Telephone	Email
Scott Watkins	CJ	P.O. Box 570	Corsicana	75151	903-874-6587	swatkins@watkinsconstruction.com
Conrad Newton	3	P.O. Box 159	Dawson	76639	254-578-1311	conrad.newton@fbtdawson.com
Carrol Sigman	M	9042 S US HWY 287	Corsicana	75109	903-879-2885	
Wayne McGuire	M	330 SE CR 3048A	Corsicana	75109	903-257-8422	hwaynemcguire@sbcglobal.net
Vickie Farmer	M	344 E. Main Street	Corsicana	75109	903-654-4500	vfarmer12@gmail.com
Dennis Bancroft	M	P.O. Box 314	Powell	75153	903-345-2535	bancroft@airmail.net
Dolores Baldwin	M	1007 W. Main Street	Richland	76681	903-362-4184	
Charles Irvine	1	P.O. Box 366	Corsicana	75151	903-874-5518	cirvinecpa@nctv.com
Caleb Jackson	M	1715 Elmwood	Corsicana	75110	903-654-0996	jackson_caleb@hotmail.com
Kim Newsome	M	5754 S 145W	Corsicana	75109	903-654-0290	jnewsom@airmail.net
Terry Jacobson	CJ	733 W. 2nd Ave.	Corsicana	75110	903-874-7117	tjacobson@sbcglobal.net
Barbara Moe	CJ	P.O. Box 630	Corsicana	75151	903-874-1199	bmoe@mylawoffices.com
Jeff Smith	4	411 W. 4th Ave.	Corsicana	75110	903-874-3783	jeff.walkerrealty@sbcglobal.net

#12

#13

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Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

QUITCLAIM DEED

STATE OF TEXAS	X	
	X	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF NAVARRO	X	

That Navarro County, Trustee, Navarro College and Rice Independent School District, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$10.00 cash in hand paid by

City of Rice
P.O. Box 97
Rice, Texas 75155

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of all other taxing units interested in the tax foreclosure judgment against the property herein conveyed, acquired by tax foreclosure sale heretofore held under Cause No.47,057-TX; City of Rice, et al vs. Pat Beane, et al, in the district court of said county, said property being located in Navarro County, Texas, and described as follows:

0.057 acre, more or less, being a portion of Block 17, Original Townsite, City of Rice, Navarro County, Texas, as described in deed dated March 26, 2001, from Roger A. Wear to Pat Beane, in deed dated March 26, 2001, from Roger A. Wear to Pat Beane, in Volume 1613, Page 381, Deed Records of Navarro County, Texas. (42795)

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

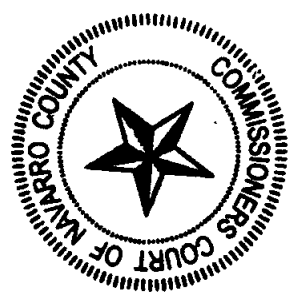
This deed is expressly given as evidence of the Grantees' full redemption of said property pursuant to Section 34.21, Texas Tax Code Ann. (Vernon's 1982).

IN TESTIMONY WHEREOF Navarro County, Trustee has caused these presents to be executed this 14 day of November, 20 11.

Navarro County, Trustee
By: [Signature]
H.M. Davenport
County Judge

STATE OF TEXAS X
COUNTY OF NAVARRO X

This instrument was acknowledged before me on this 14 day of Nov., 20 11, by H.M. Davenport, County Judge of Navarro County.



[Signature]
Notary Public, State of Texas
Commission Expires: _____
Navarro Co. Clerk

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IN TESTIMONY WHEREOF Navarro College has caused these presents to be executed this 19th day of January, 2012.

Navarro College

By: [Signature]
Lloyd D. Huffman
Chairman, Board of Trustees

STATE OF TEXAS X

COUNTY OF NAVARRO X

This instrument was acknowledged before me on this 19th day of January, 2012, by Lloyd D. Huffman, Chairman of Navarro College Board of Trustees.



[Signature]
Notary Public, State of Texas
Commission Expires: 10-4-2013

IN TESTIMONY WHEREOF Rice Independent School District has caused these presents to be executed this 16th day of November, 20 11.

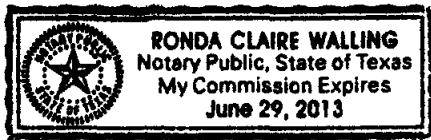
Rice Independent School District

By: Ron Buckley
Ron Buckley
President

STATE OF TEXAS X

COUNTY OF NAVARRO X

This instrument was acknowledged before me on this 16th day of November, 20 11, by Ron Buckley, President of Rice Independent School District.



Ronda Claire Walling
Notary Public, State of Texas
Commission Expires: 6-29-13

After recording return to:

City of Rice, TX 75155
P.O. Box 97
Rice, Texas 75155

#14

905

**2012 Navarro County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Navarro County Commissioners Court has agreed that in the event of loss or misuse of the funds, Navarro County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

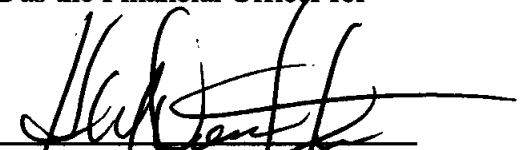
NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 14th day of November, 2011.

Attest: 
County Clerk




Hershell Davenport
County Judge

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received # 20121752011102. This grant application submission was in accordance with the Commissioners Court Resolution above.

Hershell Davenport
County Judge

#15

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AGREEMENT TO CONTRIBUTE FUNDS – LOCAL GOVERNMENT
(Economically Disadvantaged County)

County: Navarro
District: Dallas

Federal Project No:
Highway: SH 14

ROW CSJ No: 0093-02-015

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Navarro County, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the _____ day of _____, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. SH 14 with the following project limits:

From: At UP RR

To: South of Richland; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the **State** Highway System; and

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on October 27, 2011 by virtue of Minute Order No. 112876 attached hereto and incorporated into this agreement, approving a sixty six percent (66%) adjustment to the required ten percent (10%) local participation for this project, thereby resulting in a **Local Government** net contribution amount of Three point Four percent (3.4%) participation;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to Three point Four percent (3.4%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check in the amount of One Hundred Thirty Six Thousand Dollars (\$ 136,000), which represents Three point Four percent (3.4%) of Four Million Dollars (\$ 4,000,000), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

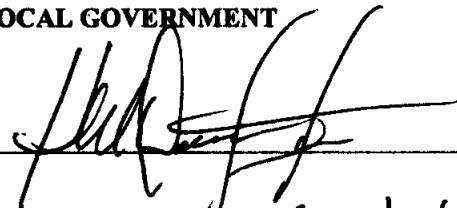
Whenever funds are paid by the **Local Government** to the **State** under this agreement, the **Local Government** shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the **State** in an escrow account to be managed by the **State**. Funds in the escrow account may only be applied to this highway project. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than Three point Four percent (3.4%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**, or upon written request of the **Local Government**, the excess amount may be applied to other **State** highway projects in which the **Local Government** is participating.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results

in any increased cost to the State, then the Local Government will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

THE LOCAL GOVERNMENT

By: 

Title: NAVARRO County Judge

Date: November 14, 2011

EXECUTION RECOMMENDED:

District Engineer, Dallas District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
John P. Campbell, P.E.
Right of Way Division Director

Date: _____

V. SPECIFICATIONS/RESPONSE PACKAGE

Neyland Bridge 74-2825774
 COMPANY SUBMITTING PROPOSAL FEDERAL ID NUMBER

3368 Fm 1147
 ADDRESS

Maque 2 Tx 77865
 CITY, STATE, ZIP

Carl Neyland Jr Owner
 NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

903-388-0611 FAX NO.
 TELEPHONE NO.

e-mail. [Signature]
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

11-18-11
 DATE

RECONSTRUCTION OF BRIDGES:

SITE
SW CR 4030

SCOPE OF WORK:

The bridge is to have the span shortened and widened. Also to be installed is: metal deck, rebar, steel wing walls, concrete eight (8) inches in the center and guardrails along perimeter.

CONTRACTOR'S RESPONSE TO SPECIFICATIONS

COST TO PERFORM SCOPE OF WORK (\$) : 8000.00

LIST OF ANY EXCLUSIONS OR FACTORS THAT MAY ALTER THE COST:

CONTRACT PROPOSAL AFFIDAVIT

The undersigned certifies that the contract prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the Contractor agrees to furnish any and/or all items upon which prices are extended at the price(s) offered.

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 Curtis Wehnd Jr, who, after being duly sworn, did depose and say: "I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing contract proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other contractors or other person or persons engaged in the same line of business. Further, I certify that the contractor is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials."

Name and Address of Contractor: Curtis Wehnd Jr
3368 Fm 1147
Marquee TX 77865
Telephone: 903-388-0611

By: Curtis Wehnd Jr Title: Owner
(Type or Print Name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 18 day of Nov, 2011.

[Handwritten Signature]
Notary Public in and for the State of Texas

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: Myland Bridge Date Organized: 1982

Address: 3368 FM 1147 Date Incorporated: _____

Number of Years in contracting business under present name: 28

Contract on Hand:

Contact	Amount (\$)	Completion Date

Type of work performed by your company: Bridge Building

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date

Major equipment available for this project: Pipe Driller & Back Hoe

911

VENDOR REFERENCES

Company: Richard Brody

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.

REFERENCE 1

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

REFERENCE 2

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

REFERENCE 3

Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____ e-mail: _____

Contract Period: _____ Scope of Work: _____

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Access to Work

Navarro County, their consultants and other representatives and personnel of Navarro County, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

Navarro County May Stop the Work

If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents and Specifications, Navarro County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Navarro County to stop the Work shall not give rise to any duty on the part of Navarro County to exercise this right for the benefit of the Contractor, or any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

Correction Period

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents and Specifications) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or area made available for Contractor's use by Navarro County is found to be defective, Contractor shall promptly, without cost to Navarro County and in accordance with Navarro County's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. If the defective Work has been rejected by Navarro County, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Navarro County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Navarro county may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

MINIMUM INSURANCE REQUIREMENTS

- **The Contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.**
- **All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.**
- **Upon request, certified copies of original insurance policies shall be furnished to Navarro County.**
- **The County reserves the right to require additional insurance should it be deemed necessary.**

A. Workers' Compensation (with Waiver of subrogation to Navarro County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$1,000,000 each employee. Bodily Injury by Disease: \$1,000,000 policy limit \$1,000,000 each employee.

B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.

\$1,000,000 each occurrence Limit Bodily Injury and Property Damage Combined \$2,000,000 Products-Completed Operations Aggregate Limit \$2,000,000 Per Job Aggregate \$2,000,000 Personal and Advertising Injury Limit. Navarro County shall be named as "additional insured" on commercial general liability policy.

C. Automobile Liability Coverage:

\$1,000,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Navarro County shall be named as "additional insured" on automobile policy.

Attach copies of current insurance coverage that meets or exceeds these requirements to this page and include in the response package.

This agreement is made in Corsicana, Navarro County, Texas, is performable in such County; and wherein venue shall lay. This agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of a dispute under this Agreement the Parties agree to pursue a remedy with mediation as defined by Texas Civil Practice and Remedies Code Chapter 154.

use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Navarro County Auditor's Office.

TERMINATION: Navarro County reserves the right to terminate the contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

TESTING: Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

WAIVER OF SUBROGATION: Contractor and Contractors' insurance carrier waive any and all rights whatsoever with regard to subrogation against Navarro County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

WARRANTIES: Contractor shall furnish all data pertinent to warranties or guarantees which may apply. Contractor may not limit or exclude any implied warranties. Contractor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's expense. If Contractor fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's expense.

Navarro County, Texas
Reconstruction of SW CR 4080 Bridge

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I. GENERAL REQUIREMENTS

HOLD HARMLESS AGREEMENT: Contractor shall indemnify and hold Navarro County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Work, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Work. Certification of such coverage must be provided to the County upon commencement of this work.

INVOICES & PAYMENTS: Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice which cannot be verified by the contract price and/or is otherwise incorrect will be returned to the Contractor for correction. Under term contracts, when multiple deliveries and/or services are required, the Contractor may invoice following each delivery and the County will pay on invoice. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Navarro County Auditor's Office. Failure to provide this information may result in a delay in payments and/or back-up withholding as required by the Internal Revenue Service.

PRICING: Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails. Pricing is attached and agreed upon as Exhibit 1 attached hereto and incorporated herein by reference.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item.

TAXES: Navarro County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Navarro County claims exemption from all sales and/or

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RESOLUTION NO. 3489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY FOR THE PROVISION OF FIRE SERVICES.

WHEREAS, in accordance with the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, the City of Corsicana and Navarro County have identified certain common, legitimate public purposes for entering into an interlocal agreement; and

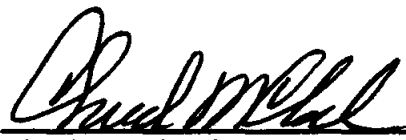
WHEREAS, this Agreement is proposed for the efficient and effective use of resources and is in the best economical interests of both the City and the County; and

WHEREAS, the City of Corsicana and Navarro County have agreed to cooperate in the provision of fire services; and

WHEREAS, the terms and conditions are set forth in the attached Agreement and incorporated herein as if fully set forth at length.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, that the City Manager is hereby authorized to execute an Interlocal Agreement between the City of Corsicana and Navarro County for the provision of fire services and fire investigative services under the terms and conditions set forth in the attached agreement.

PASSED and APPROVED by majority vote of the City Council of the City of Corsicana this 4th day of October, 2011.



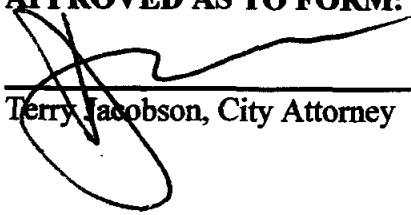
Chuck McClanahan, Mayor

ATTEST:



Virginia Richardson, City Secretary

APPROVED AS TO FORM:



Terry Jacobson, City Attorney

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").

WITNESSETH:

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, 2011, and ending on September 30, 2012.

3.

COMPENSATION

- A. As fair compensation for the services rendered by City to County from October 1, 2011 through September 30, 2012, 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 2011-2012.

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.

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 in triplicate this 4th day of **October, 2011**, 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



RESOLUTION NO. 3492**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY FOR THE PROVISION OF EMS SERVICES.**

WHEREAS, in accordance with the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, the City of Corsicana and Navarro County have identified certain common, legitimate public purposes for entering into an interlocal agreement; and


WHEREAS, this Agreement is proposed for the efficient and effective use of resources and is in the best economical interests of both the City and the County; and

WHEREAS, the City of Corsicana and Navarro County have agreed to cooperate in the provision of EMS services; and

WHEREAS, the terms and conditions are set forth in the attached Agreement and incorporated herein as if fully set forth at length.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, that the City Manager is hereby authorized to execute an Interlocal Agreement between the City of Corsicana and Navarro County for the provision of EMS services under the terms and conditions set forth in the attached agreement.

PASSED and APPROVED by majority vote of the City Council of the City of Corsicana this 4th day of October, 2011.



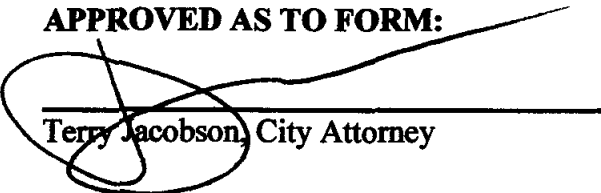
Chuck McClanahan, Mayor

ATTEST:



Virginia Richardson, City Secretary

APPROVED AS TO FORM:



Terry Jacobson, City Attorney

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF NAVARRO §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF NAVARRO AND THE CITY OF CORSICANA

PREAMBLE:

The Parties of this Agreement ("Agreement") are the County of Navarro ("the County") and the City of Corsicana ("the City"), (collectively referred to as the "Parties"). The County and the City enter into this Agreement under the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791. 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.

The County is a political subdivision of the State of Texas, located in Navarro County, Texas, who may be contacted c/o Navarro County Judge, Navarro County Courthouse, 300 West 3rd Avenue, Corsicana, Navarro County, Texas 75110.

The City is a municipal entity which may be contacted c/o City Manager, City of Corsicana, at 200 North 12th Street, Corsicana, Navarro County, Texas 75110.

WHEREAS, the County and the City have identified certain common, legitimate public purposes in entering into this agreement; and

WHEREAS, the County and the City have historically enjoyed a mutually satisfactory and cooperative relationship that has benefited the citizens of Navarro County and the citizens of the City of Corsicana, and both parties intend future cooperation with each other; and

WHEREAS, the governing bodies of the County and the City have each met in legally convened open meetings and authorized their respective representatives to negotiate into this Agreement; and

WHEREAS, the County and City agree to cooperate in the provision of EMS services to County residents.

NOW, THEREFORE:

The County of Navarro and the City of Corsicana, acting by and through their designated and authorized representatives, hereby agree as follows:

1. Navarro County shall pay to the City during the 2011 fiscal year the sum of \$150,000 in equal quarterly installments of \$37,500 each.
2. The total scheduled payment of \$150,000 in 2012 for EMS service shall continue under this agreement regardless of the status of service.
3. To the extent allowed by law, the County and the City hold each other harmless from all damages, costs, expenses or liabilities of any kind arising under this Agreement or as a result of each entity's performance hereunder.

GENERAL TERMS AND AGREEMENTS:

- A. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective legal representatives, successors, and assigns when permitted by this Agreement.
- B. This Agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Navarro County, Texas and shall be subject to the original contract entered into by both parties dated October 28th, 2002.
- C. No amendment or modification of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement approved by the Parties' respective governing bodies, and duly executed by the Parties to this Agreement.

The undersigned City executes this Agreement on the 4th day of October, 2011, and the County on the _____ day of _____, 2011.

NAVARRO COUNTY

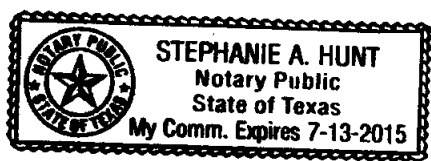
CITY OF CORSICANA, TEXAS

By: [Signature]
H. M. Davenport, County Judge

By: [Signature]
Connie Standridge, City Manager

STATE OF TEXAS §
COUNTY OF NAVARRO §

This instrument was acknowledged before me on this 6th day of October, 2011
by Connie Standridge, City Manager of the City of Corsicana, Texas.

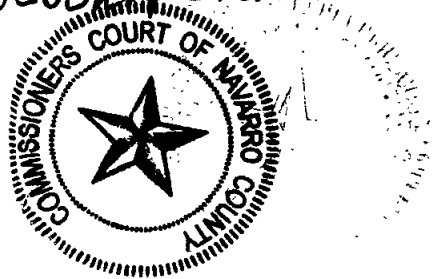


[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF NAVARRO §

This instrument was acknowledged before me on this 14 day of Nov., 2011,
by H. M. Davenport, Navarro County Judge.

[Signature]
Notary Public, State of Texas
Navarro County Clerk



RESOLUTION NO. 3491

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ~~INTERLOCAL AGREEMENT~~ BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY FOR FUNDING OF AN ECONOMIC DEVELOPMENT OFFICE FOR THE CITY AND THE COUNTY.

WHEREAS, in accordance with the provisions of the Interlocal Cooperation Act, Texas Government Code Chapter 791, the City of Corsicana and Navarro County have identified certain common, legitimate public purposes for entering into an interlocal agreement; and

WHEREAS, this Agreement is proposed for the efficient and effective use of resources and is in the best economical interests of both the City and the County; and

WHEREAS, the City of Corsicana and Navarro County have agreed to cooperate in the funding of an Economic Development Office; and

WHEREAS, the terms and conditions are set forth in the attached Agreement and incorporated herein as if fully set forth at length.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORSICANA, TEXAS, that the City Manager is hereby authorized to execute an Interlocal Agreement between the City of Corsicana and Navarro County for the funding of an Economic Development Office under the terms and conditions set forth in the attached agreement.

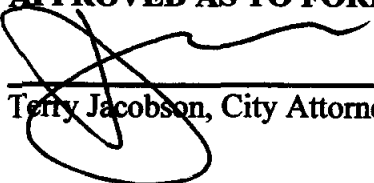
PASSED and APPROVED by majority vote of the City Council of the City of Corsicana this 4th day of October, 2011.



Chuck McClanahan, Mayor

ATTEST:


Virginia Richardson, City Secretary

APPROVED AS TO FORM:


Terry Jacobson, City Attorney

STATE OF TEXAS

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§
§

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").

WITNESSETH:

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, 2011, and ending on September 30, 2012.

3.

COMPENSATION

- A. As fair compensation for the services rendered by City to County from October 1, 2011 through September 30, 2012, City and County each agree to pay 50% of the salary, benefits, supplies and services for the Economic Development Director. The amount proposed for 2012 is \$78,000.
- 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 2011 through 2012.

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 1st 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 4th day of October, 2011, 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



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November 1, 2011

The Honorable Steve Ogden
P.O. Box 12068
Capitol Station
Austin, Texas 78711

The Honorable Jim Pitts
P.O. Box 2910
Austin, Texas 78768

Dear Senator Ogden and Representative Pitts:

On behalf of the NAVARRO Co. Commissioners Court, we extend our thanks for your assistance with the funding effort for NorthSTAR for state fiscal years 2012-2013.

As you know, the NorthSTAR program is a publicly funded managed care approach to the delivery of mental health and chemical dependency services to the eligible residents of Dallas, Ellis, Collin, Hunt, Navarro, Rockwall and Kaufman counties. NorthSTAR is under the direction of the Department of State Health Services. It provides a comprehensive mental health/substance abuse benefit package for all eligible individuals, and access to benefits is determined by clinical need, not funding source.

Since its inception in 1999, NorthSTAR has provided greater access to care, more client choice, better quality of care, and reduced program costs. Unlike other MHMR centers in the State, NorthSTAR has no waiting lists and treats all who seek services.

In 1999, there were 12,000 unique users in the NorthSTAR area; in fiscal year 2011, that number had grown to 73,125. In 1999, the program was funded at approximately \$2,500 per year per client served; in fiscal year 2011, that number had dropped to \$1,534. It is important to note that in areas outside the NorthSTAR region, the average funding per person for fiscal year 2011 was \$3,559.43. The budget for NorthSTAR for fiscal year 2011 was \$124 million; the budget for 2012 has been reduced to \$119 million, with no provision for growth in population in the seven county Area. The 2012 budget does not include \$5.1 million in State Hospital funds which were held back. In short, the funding shortage has stressed the system and we are at a point where adequate services cannot be provided to all who need them.

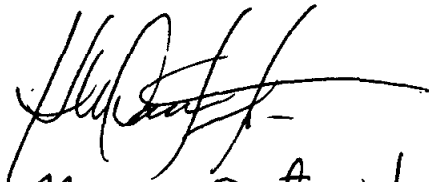
The unintended consequences of reduced funding for mental health and chemical dependency services include increased jail and prison populations and increased utilization of hospital emergency rooms and, hence, increased costs to the taxpayers.

The Honorable Steve Ogden
The Honorable Jim Pitts
November 1, 2011
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The 82nd Legislature made many hard choices to balance the last State budget. The impact of these choices are now being felt by your local constituents. The unintended consequences of the reduced funding for mental health services have resulted in an increase in the number of mentally ill individuals now housed in our county jails as well as the State prison system. We have also experienced an increase in the number of individuals presenting themselves at our local hospital emergency rooms for mental health and chemical dependency treatment. These circumstances have resulted in an increased cost to the taxpayers of Texas.

Again, our thanks for your continued support and assistance.

Sincerely,



NAVARRO County Judge,

NAVARRO COUNTY, TEXAS
REPORT OF INVESTMENT ACTIVITY
ALL INVESTMENTS HELD WITH TEXPOOL
For the Quarter Ended September 30, 2011

FUND	BEGINNING BALANCE	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE	DEFERRING TRANSFERS (IN/OUT)	ENDING BALANCE
OPERATING FUNDS							
DEBT SERVICE	72,084.27	18.45	-	-	72,102.72	-	72,102.72
GENERAL	821,449.73	210.10	-	-	821,659.83	-	821,659.83
CAPITAL PROJECTS	104,679.67	26.81	-	-	104,706.48	-	104,706.48
FLOOD CONTROL	307,042.96	68.29	-	305,000.00	2,111.25	-	2,111.25
REVOLVING & CLEARING	750.02	-	-	-	750.02	-	750.02
ROAD & BRIDGE - PCT 1	131,186.89	33.55	-	-	131,220.44	-	131,220.44
ROAD & BRIDGE - PCT 2	175,089.74	44.78	-	-	175,134.52	-	175,134.52
ROAD & BRIDGE - PCT 3	146,387.22	37.43	-	-	146,424.65	-	146,424.65
ROAD & BRIDGE - PCT 4	45,898.90	11.75	-	-	45,910.65	-	45,910.65
TOTAL	1,804,569.40	451.16	-	305,000.00	1,500,020.56	-	1,500,020.56
DESIGNATED COUNTY FUNDS							
DISTRICT ATTY FORF	109,816.78	28.13	-	-	109,844.91	-	109,844.91
SHERIFF SEIZURE	147,651.29	37.82	-	-	147,689.11	-	147,689.11
TOTAL	257,468.07	65.95	-	-	257,534.02	-	257,534.02
STATE FUNDS							
JUVENILE PROBATION	90,623.72	20.96	-	10,000.00	80,644.68	-	80,644.68
COMMUNITY SUPERVISION	290,879.11	60.72	-	200,000.00	90,939.83	-	90,939.83
TOTAL	381,502.83	81.68	-	210,000.00	171,584.51	-	171,584.51
AGENCY FUNDS							
COUNTY TRUST FUND	256,333.59	65.54	-	-	256,399.13	-	256,399.13
HEALTH INSURANCE	11,694.29	3.00	-	-	11,697.29	-	11,697.29
ECONOMIC DEVELOPMENT	2,102.48	0.59	-	-	2,103.07	-	2,103.07
HIDTA SEIZURE	1,660.26	0.29	-	-	1,660.55	-	1,660.55
LAKE TRUST	93,086.74	23.76	-	-	93,110.50	-	93,110.50
TOTAL	364,877.36	93.18	-	-	364,970.54	-	364,970.54
GRAND TOTAL	2,808,417.66	691.97	-	515,000.00	2,294,109.63	-	2,294,109.63

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NAVARRO COUNTY, TEXAS
QUARTERLY INVESTMENT REPORT
For the Quarter Ended September 30, 2011

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FUND	BALANCE 09/30/2011	INTEREST EARNED	DEPOSITS	WITHDRAWALS	BALANCE 09/30/2011	NET CHANGE
Investments held with TexPool:						
Operating Funds	1,804,569.40	451.16	-	305,000.00	1,500,020.56	(304,548.84)
Designated County Funds	257,468.07	65.95	-	-	257,534.02	65.95
State Funds	381,502.83	81.68	-	210,000.00	171,584.51	(209,918.32)
Agency Funds	364,877.36	93.18	-	-	364,970.54	93.18
TOTAL	2,808,417.66	691.97	-	515,000.00	2,294,109.63	(514,308.03)

Quarter to Date Interest Earned:

Bank Accounts	\$	15,691.64
TexPool Invesments		691.97
Total Interest Earned	\$	16,383.61

TexPool Prime Interest Rate at 09/30/2011: 0.0977%

TexPool Prime Net Asset Value at 09/30/2011: \$ 1.00003

Submitted November 14, 2011, in compliance with *Texas Government Code* Section 2256.023 and the Navarro County Investment Policy.



 Kathy B. Hollomon, County Auditor



 Frank L. Hull, III - County Treasurer

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