



**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 14**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on 27th day of March, 1995 at 10 00 a.m. in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit.

SEE ATTACHED AGENDA

Dated this the 22nd day of March, 1995

Commissioners' Court of Polk County, Texas

By John P. Thompson
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on the 22nd day of March, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated this 22nd day of March, 1995

Barbara Middleton, County Clerk

By John P. Thompson

FILED FOR RECORD
95 MAR 22 AM 9:26
BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS



COMMISSIONERS COURT AGENDA

for: MONDAY - MARCH 27, 1995 - 10.00 a.m.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
 - A RECEIVE NAMES OF RURAL ADDRESSING ADVISORY COUNCIL MEMBERS FROM EACH PRECINCT
 - B READING OF PROCLAMATION PRESENTED TO MR SANDY MOORE, FOR ENTRY INTO OFFICIAL COURT RECORD
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, March 6 and March 13, 1995

FILED FOR RECORD
95 MAR 22 AM 9 26
BARBARA HODDLETON
COUNTY CLERK
POLK COUNTY TEXAS

NEW BUSINESS

- 4 RECEIVE REPORT AND RECOMMENDATION FROM COMMITTEE APPOINTED BY COURT (Auditor, Aging Director, Jail Administrator, Nutrition Center Site Managers) TO STUDY FOOD PURCHASES AT JAIL AND SENIOR NUTRITION CENTERS
- 5 APPROVE ADVERTISING FOR RFP'S FOR COUNTY EMPLOYEE HEALTH INSURANCE COVERAGE
- 6 CONSIDER APPROVAL OF PROPOSED 1995 BUDGET AMENDMENTS (Line Item Adjustments) SUBMITTED BY COUNTY AUDITOR
- 7 CONSIDER APPROVAL OF SALE AND SPECIAL WARRANTY DEED PERTAINING TO COUNTY TAX FORECLOSURE PROPERTY DESCRIBED IN CAUSE #91-286 & # 94-111
- 8 CONSIDER APPROVAL OF DIVISION ORDER SUBMITTED BY DELINQUENT TAX SPECIALIST AND PERTAINING TO SHERIFF'S DEED ISSUED 1/18/94
- 9 CONSIDER APPROVAL OF ENVIRONMENTAL SERVICES PROPOSED CONTAINER LEASE POLICY AND RATES

Continued

- 10 CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF
CONTAINERS - ENVIRONMENTAL SERVICES

CONSENT AGENDA ITEMS

- 11 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 12 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - April 10, 1995, 10 00 a m



POLK COUNTY, TEXAS

**COMMISSIONERS COURT
AGENDA * ADDENDUM**

for: MONDAY - MARCH 27, 1995 - 10.00 a.m.

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE REGULAR MEETING OF THE POLK COUNTY COMMISSIONERS COURT #14, SCHEDULED FOR MONDAY - MARCH 27, 1995 at 10 00 A M

ADD;

- 13. **CONSIDER APPROVAL OF ENVIRONMENTAL SERVICES REQUEST TO PURCHASE 3 445 ac. TRACT CONTIGUOUS TO LANDFILL SITE.**

Dated and Posted on March 24, 1995

Commissioners' Court of Polk County, Texas

By

John P. Thompson
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Addendum, and that I posted a true and correct copy of said Addendum in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on March 24, 1995, and said notice remained so posted continuously for seventy-two (72) hours preceding the scheduled time of said meeting

FILED FOR RECORD

95 MAR 24 AM 9 48

BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS

ATTEST,

By *Barbara Middleton*
Barbara Middleton, County Clerk

STATE OF TEXAS }
 COUNTY OF POLK }

MARCH 27, 1995
 REGULAR CALLED MEETING
 R R."DICK"HUBERT-ABSENT
 BARBARA MIDDLETON-ABSENT

BE IT REMEMBERED ON THIS THE 27th DAY OF MARCH, 1995, THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT. JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING. B. E. "SLIM" SPEIGHTS, COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT#3, AND SHIRLEY CAIN, CHIEF DEPUTY COUNTY CLERK, WHEN AND WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED, AND PASSED.

1. MEETING WAS CALLED BY JUDGE JOHN THOMPSON, AT 10:00 AM.
 PUBLIC COMMENTS:
 BILL HARDY, EXPRESSED APPRECIATION FOR THE VOLUNTEER HELP DURING THE STORM. HE WOULD LIKE TO SEE VOLUNTEERS FROM ALL GROUPS WORKING TOGETHER DURING DISASTERS. HE ALSO THANKED THE RED CROSS FOR DELIVERING WATER AFTER THE WATER WAS TURNED OFF FOR (2) DAYS. BOBBY SMITH STATED, JOHN McDOWELL HAD ALL INFORMATION NEEDED TO HANDLE EMERGENCY SITUATIONS.
2. INFORMATIONAL REPORTS:
 - A. EACH COMMISSIONER GAVE A LIST OF THE NAMES OF THE PERSONS APPOINTED TO THE RURAL ADDRESSING ADVISORY COUNCIL, PER PRECINCT. (SEE ATTACHED LIST)
 - B. JUDGE THOMPSON, READ THE RESOLUTION HONORING LUTHER C. "SANDY" MOORE, ON HIS 90th BIRTHDAY.
 (SEE ATTACHED COPY)
3. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE THE MINUTES OF MARCH 6th AND MARCH 13th.
 ALL VOTING YES.
4. MOTIONED BY JAMES J."BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO TABLE ITEM#4, RECEIVE REPORT & RECOMMENDATION FROM THE COMMITTEE APPOINTED BY COURT TO STUDY FOOD PURCHASES AT JAIL AND SENIOR CITIZEN NUTRITION CENTERS.
 ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE ADVERTISING FOR RFP'S FOR COUNTY EMPLOYEE HEALTH INSURANCE COVERAGE.
 ALL VOTING YES.
6. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE OF PROPOSED 1995 BUDGET AMENDMENTS (LINE ITEM ADJUSTMENTS) SUBMITTED BY COUNTY AUDITOR.
 ALL VOTING YES. (SEE ATTACHED COPY)
7. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE THE SALE OF & SPECIAL WARRANTY DEED PERTAINING TO COUNTY TAX FORECLOSURE PROPERTY DESCRIBED IN CAUSE#91-286 AND #94-111.
 ALL VOTING YES.
8. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE DIVISION ORDER SUBMITTED BY DELINQUENT TAX SPECIALIST AND PERTAINING TO SHERIFF'S DEED ISSUED 1/18/94
 ALL VOTING YES. (SEE ATTACHED COPY)
9. JIM McALISTER, ENVIRONMENTAL SERVICES, SPOKE TO THE COURT REGARDING THE 35-CONTAINERS CURRENTLY LEASED.
 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS, TO APPROVE ENVIRONMENTAL SERVICES PROPOSED CONTAINER LEASE POLICY & RATES.
 ALL VOTING YES. (SEE ATTACHED COPY)

10. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO ADVERTISE FOR BIDS FOR THE PURCHASE OF CONTAINERS FOR ENVIRONMENTAL SERVICES.
ALL VOTING YES.

13. MOTIONED BY BOBBY SMITH, SECONDED JAMES J. "BUDDY" PURVIS TO APPROVE OF ENVIRONMENTAL SERVICES REQUEST TO PURCHASE 3.445 ACRE TRACT CONTIGUOUS TO LANDFILL SITE.
ALL VOTING YES.

11. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE PAYMENT OF BILLS, BY SCHEDULE.
DATE: AMOUNT: CHECK #'S:

DATE:	AMOUNT:	CHECK #'S:
3-8-95	\$ 1,191.71	10560
3-8-95	650.00	106559 & 106838
3-14-95	281,792.79	107108 - 107144
3-15-95	13,107.55	124 & 125 107145 & 107146
3-17-95	50.00	107147
3-22-95	213,042.25	107148 - 107316
3-24-95	257,094.96	107317 - 107407
3-28-95	21,000.08	ADDENDUM

12. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED COPY)

13. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO ADJOURN COURT, THIS 27th DAY OF MARCH, AT 10.30 AM.
ALL VOTING YES.


JOHN THOMPSON, COUNTY JUDGE

ATTEST.


SHIRLEY CAIN, CHIEF DEPUTY CLERK

Polk County Commissioners Court
March 27, 1995
Rural Addressing Advisory Council Appointments (16 Members)

Precinct #1 - Commissioner Slim Speights

- 1 Eldon Mayo
- 2 Melvin Bear
- 3 Carl Gross
- 4 Leo Caesar

Precinct #2 - Commissioner Bobby Smith

- 1 Jack Oliver
- 2 Claude Bolton
- 3 Hugo Wynn
- 4 Pete Eandie
- 5 Joe Machac
- 6 Bob Hall
- 7 John Colville
- 8 Irene Hamann

Precinct #3 - Commissioner Buddy Purvis

- 1 Clois Reinhardt
- 2 Sambo Martin

Precinct #4

- 1 Joe Roeder
- 2 Floyd Dickens



RESOLUTION
Honoring
Luther C. "Sandy" Moore

WHEREAS, on March 26, 1995 Luther C "Sandy" Moore will celebrate his 90th Birthday and the people of Polk County wish to honor him, not only in recognition of this milestone, but in appreciation of his work and accomplishments, and

WHEREAS, Sandy Moore has dedicated his life to the enrichment of Polk County by ensuring the quality and preserving the history of our educational system, collecting, documenting and organizing valuable portions of our heritage, establishing and supporting important service organizations for the benefit of the community, and reflecting the beauty of nature through his woodwork and his poetry,

WHEREAS, each of our lives have in some way been touched by Sandy Moore and we have all benefitted from his efforts and interests

NOW, THEREFORE, BE IT RESOLVED, that on behalf of the Polk County Commissioners Court, I, John P Thompson, County Judge of Polk County, Texas, do hereby congratulate Luther C "Sandy" Moore on the occasion of his 90th Birthday and express Polk County's heartfelt gratitude for his years of work and exemplary contributions

BE IT FURTHER RESOLVED, that this Resolution shall be entered into the official record of the Court, in recognition of the accomplishments of Sandy Moore and our appreciation for his years of service to the people of Polk County

Signed this 24th day of March, 1995.

A handwritten signature in cursive script that reads "John P. Thompson".

John P Thompson
County Judge, Polk County, Texas

Attest,

A handwritten signature in cursive script that reads "Barbara Middleton".

Barbara Middleton, County Clerk

APPROVED MARCH 27, 1995

(AMENDMENT #1)

'95 BUDGET LINE ITEM ADJUSTMENTS

<u>FUND/DEP</u>	<u>LINE ITEM</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REASON</u>
Jail	010-512-333		10,000 00	CUT GROCERIES FOR REPAIRS TO EQUIP
	010-512-453	10,000 00		FOR EQUIPMENT REPAIRS
JP Pct#3	010-457-108	200 00		P/TIME EMPLOYEE PAYROLL
	010-457-427		200 00	DECREASE TRAVEL FOR P/R
R&B, Pct #3	020-623-106	1,000 00		P/TIME EMPLOYEE PAYROLL
	020-623-490		1,000 00	DECREASE MISCELLANEOUS
DebtService	061-827-409	2,707 83		TO CORRECT AUDITORS' ERROR OF INPUTTING TIME WARRANTS FOR BEGINNING OF YEAR'S BUDGET
	061-867-409		661 49	
Co Judge	010-400-169	186 02		MERIT CALCULATION ERROR
	010-400-572		186 02	EQUIPMENT DECREASE
JP, Pct#4	010-458-022	862 30		P/R ADJ FROM R&B #4
	022-700-010		862 30	P/R ADJ FROM R&B #4
TaxAssess	010-499-104	13,559 52		P/R ADJ FOR DEPUTY CLERK POSITION
	010-499-169	699 02		OVERLOOKED DURING BUDGET WORKSHOP PROCEDURES
	010-499-201	1,090 77		
	010-499-202	2,121 60		
	010-499-203	998 09		
	010-499-572		5,995 00	DECREASE EQUIPMENT
	010-409-492		12,474 00	DECREASE GENERAL LIABILITY INSURANCE

March 13, 1995
BUDGET, 1995

'95 BUDGET LINE ITEM ADJUSTMENTS

<u>FUND/DEP</u>	<u>LINE ITEM</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REASON</u>
Lateral Road Fund	026-333-300	8,334 17		Increase in lateral road funds received
Precinct 1	026-621-339	2,083 54		Increase budget for lateral road expenditures
Precinct 2	026-622-339	2,083 54		
Precinct 3	026-623-339	2,083 54		
Precinct 4	026-624-339	2,083 54		
General	010-543-487 016-100-487	3,635 52		Goodrich Fire Dept 2nd & 3rd Quarters of 1994, Quarterly reports received 2-10-95 by the Auditor's office
General	010-401-352 016-621-339		3,635 52	Decrease <i>Per #1 Matinez</i> Commissioners Court Contingency Line Item to cover Goodrich Fire Dept 1994 payment requests
FEMA Disaster Funds	034-330-900	289,860 00		FEMA monies received
	034-695-032	17,922 75		To budget for FEMA monies received and disbursed to the various departments and outside entities
	034-695-543	14,032 50		
	034-695-621	65,151 00		
	034-695-622	129,422 25		
	034-695-623	55,033 50		
	034-695-624	8,298 00		

KEEP THIS COPY

DIVISION ORDER

TO: VERNON E FAULCONER, INC
P O BOX 7995
TYLER, TEXAS 75711

D/O NAME & NO : Dorrance #7A-#1974
Effective Date: Date of Last Settlement
County/Parish/State: Polk County, Texas
Date: February 28, 1995

Attn: Division Order Dept

The undersigned, and each of them, severally but not jointly, guarantee and warrant that they are the legal owners of, and are entitled to payment for the interests hereinafter set out in the gas (including all hydrocarbons therein contained, condensate and distillate) produced and saved or which may be produced and saved from the captioned lease/unit tract insofar as the same covers the lands described in Exhibit "A" attached hereto in the proportions shown in the division of interest attached hereto as Exhibit "A"

Effective on the date shown above at 7:00 a.m., local time and continuing until further written notice as herein provided you are authorized to receive and purchase, for your own account or to sell to others, the gas (including all hydrocarbons therein contained condensate and distillate) produced from the well or wells covered hereby giving credit for the proceeds thereof in accordance with the division of interest attached hereto as Exhibit "A". In making settlements for the respective interests of the undersigned in proceeds from the sale of gas (including all hydrocarbons therein contained, condensate and distillate) you are authorized to use as the basis for such settlements the net proceeds received by you computed at the mouth of the well from the sale of gas (including all hydrocarbons therein contained condensate and distillate) whether sold or used off of said lease or leases by you or when said gas is sold at the well or wells. You are authorized to make a fair and reasonable charge for compressing, transportation marketing and making merchandisable the undersigned's share in the gas sold.

The following covenants stipulations and terms are a part of this division order and shall be binding upon the undersigned and the respective heirs, successors, legal representatives and assigns of the undersigned.

1 In the event any part or all of the gas produced from any well or wells covered hereby is subject to regulation by federal state or other regulatory authority you are hereby authorized to suspend any part or all of the proceeds from the sale of gas that appear to you, in your sole discretion, to be subject to refund or as may be ordered by such federal, state or other regulatory authority and in the event you have made payments to the undersigned which are held to be subject to refund as consideration for your making such payments each of the undersigned agrees to make prompt repayment of all such refund amounts including interest and other charges relating thereto upon request therefor or at your election you are expressly granted the right to recoup all such refund amounts interest and other charges from subsequent payments due to the undersigned from sale of gas produced from any well or wells.

2 Unless sooner terminated as provided in this paragraph 2, this division order shall continue in force and effect as to each interest covered during the continuance in force of the lease or unit agreement covering the land described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which such interest is subject or upon which such interest depends (as the case may be) respectively it being understood that as to any royalty interest, this division order shall continue in full force and effect during the continuance of the mineral lease upon the mineral fee interest against which such royalty interest is chargeable. Notwithstanding anything herein contained to the contrary you may cancel this instrument in its entirety as to any or all of the undersigned and as to all or any interest at any time, but not before initial payments hereunder and only after giving written notice to each of the undersigned at the post office address shown herein at least ten (10) days in advance thereof whereupon this agreement shall be null and void to the extent specified in such notice, effective as of the first day of the month next following the end of such ten (10) day notice period.

3 Payments hereunder shall be made monthly by check or draft mailed to the undersigned at the address set forth herein with respect to all deliveries made hereunder during the preceding calendar month it is agreed however, that if at any settlement date the amount or balance payable to any of the undersigned is less than \$25.00 you may withhold payment without interest but you will in any event remit the accumulation in December of each year. Each of the undersigned agrees that the interest of such party in any and all production subject hereto may be charged with its part of any and all production, severance gathering, excise sales and other similar or dissimilar taxes charges or assessments (or any interest or penalties in connection therewith) now or hereafter levied assessed or placed thereon by any governmental authority or payable with respect thereto or on the production or sale thereof to any governmental agency and each of the undersigned authorizes you to withhold from the proceeds received from the sale of any and all production subject hereto the amount of all such taxes, charges and assessments and to pay or cause the same to be paid in behalf of such party.

4 The division of interest set out in Exhibit "A" does not constitute an agreement by you that the same is legally correct and you shall never be obligated to make payment hereunder except to the extent of any interest to which the undersigned has good title. In the event of any adverse claim or dispute concerning said land and/or the production subject hereto or in the event title to the interest of any of the undersigned is not satisfactory to you at any time each of the undersigned whose interest is affected thereby agrees to furnish to you any evidence of title acceptable by you to show marketable title in such owner and authorizes you to withhold payment (without interest) until such claim dispute or question is disposed of and evidence of such settlement or other disposition satisfactory to you has been furnished or until an indemnity bond in form and with sureties satisfactory to you (in your sole discretion) has been furnished. Each undersigned party (as to the interest of such party) agrees that in the event any suit is filed in any Court with respect to the title of such party to any interest subject hereto or the right of such party to receive the proceeds from the sale or other disposition of production subject hereto, to indemnify you against and save you harmless from any and all liability for loss costs damages, attorneys fees and expenses which you may suffer or incur on account of receiving or disposing of the interest of such party in production hereunder or distributing the proceeds allocated to or accruing to or paid with respect to the interest of such party hereunder. In the event that you withhold payment pursuant to the provisions hereof each of the undersigned from whom such payment is so withheld, severally, agrees to indemnify you and hold you harmless from all liability for all production, severance gathering, excise, sales and other similar or dissimilar taxes, charges or assessments by any governmental agency now or hereafter placed thereon, or payable with respect thereto, together with all interest and penalties incident thereto, imposed or assessed against or paid by you on account of the amount so withheld, and severally agrees that you may deduct all such taxes, charges, assessments, interest and penalties so paid from any amounts owing to such party.

5 The hydrocarbons hereunder shall become the property of Faulconer and good title is hereby warranted to him, and such good title to same shall pass to him as soon as the same is received and delivered to any pipe lines or other conveyances designated by Faulconer.

6 Quantities are to be computed from regularly compiled tank tables, or gas recording charts, or other methods of computation, with the hydrocarbons owner to have the privilege of witnessing the gauge tickets, gas charts, and in addition to the deduction of the tank tables and gas charts, correction shall be made for temperature, impurities, and shrinkage according to the rules and regulations as prescribed by the Commission or other legal authority of the State in which wells are located. The hydrocarbons shall be steamed, when necessary, to render it merchantable.

7 Each of the above owners who are designated as working interest, do hereby authorize Faulconer to withhold or deduct from the monies received from the sale of hydrocarbons all operating and direct well expenses as heretofore understood and agreed to in that certain operating agreement executed between each owner and Faulconer to the extent of their proportionate interest, and said Operating Agreement is hereby ratified, and made a part hereof as if set out herein in full for all purposes. It is further understood and agreed that this contract shall remain in full force and effect and shall terminate only by the terms and conditions set forth in said operating agreement.

8 Satisfactory abstracts or other evidence of title will be furnished to you at any time on demand. In event of a failure to so furnish such evidence of title, or in the event of an adverse claim or dispute at any time concerning title, you may hold the proceeds of all hydrocarbons received and runs without being liable for interest on the amount retained, until indemnity satisfactory to you has been furnished and in the event of any action or suits is filed in any court affecting the title either to the real property above described or to the hydrocarbons produced therefrom in which any of the undersigned are parties, written notice of the filing of said action shall be immediately furnished you by the undersigned party against whom action is commenced stating the court in which same is filed and the title of such action or suit, and you and/or any carrier transporting hydrocarbons for your account shall be held harmless from any judgement rendered in such suit insofar as same adversely affects the interest in said property owned by the undersigned and/or all reasonable costs and expenses incurred in defending against such claim insofar as the same adversely affect the interest of the undersigned whether in your defense or in the defense of the carrier transporting the hydrocarbons for your account and the undersigned agrees to pay said judgement and said costs and expenses in the proportion and to the extent that same effect the interest owned by the undersigned.

9 The undersigned each agrees that any person partnership or corporation to whom you may sell all or any part of the hydrocarbons which you purchase hereunder may make payments to you for all of said hydrocarbons purchased from you and agrees to look solely to Faulconer for payment of his interest in the hydrocarbons which Faulconer is purchasing from him hereunder. The undersigned agrees, insofar as his interest is concerned to hold harmless any purchaser from Faulconer against any claim of any nature in connection with the purchase of such hydrocarbons from Faulconer and payment therefor.

10 This division order shall become valid and binding on each and every owner above named as soon as signed by him or her regardless of whether or not any other of the above named owners have so signed.

11 This division order supersedes all former division orders given on the property described above.

12 Working interest owners or operators who sign this division order, and each of them, guarantee and warrant for your benefit and that of any pipe line or other carrier designated by you to run or transport said hydrocarbons that all hydrocarbons tendered hereunder have been or will be produced in accordance with applicable Federal, State and Municipal laws and official rules and regulations.

13 If any royalty interest hereunder shall become subdivided you shall have the right to require the written designation of a common agent to receive payment for the several holders of the subdivided portion thereof, and you shall not be required to make payment for the subdivided interests until such designation is furnished.

14 The oil and gas lease or leases and/or gas unit, together with any amendments thereto or modifications thereof, under which said hydrocarbons are produced are hereby ratified, adopted, approved and are recognized as being valid and in full force and effect for all purposes.

15 By execution of this division order all owners of royalty overriding royalty or working interest in the entire unit as designated hereinabove specify that they approve of the unit as so formed and agree that the percentage of ownership of each as shown hereon may be paid as shown hereon that it is their total number of royalty or mineral acres owned by them as it bears to the total number of acres in the unit and hereby ratify and confirm said unit.

16 The undersigned severally agree to notify you of each change of ownership of any interest subject to this division order, and of each change in the person or entity entitled to receive payment hereunder, and no transfer of interest or change in the person or entity entitled to receive payment, however resulting or accomplished shall be binding upon you until thirty (30) days after you have been furnished by registered mail, addressed to you at P O Box 7995, Tyler, Texas 75711 (or other such mailing address as you may designate from time to time) (a) a recorded instrument or instruments evidencing such transfer or change or certified copy thereof, and (b) a properly executed transfer order signed by all interested parties transferor and transferee. The undersigned whose interests are subject thereto or affected thereby hereby relieve you from responsibility for determining whether any of the interests set forth in Exhibit "A" shall revert to other parties or diminish or increase as a result of the completion or discharge of money or other payments with respect to such interests or for any other reason whatsoever and each undersigned party whose interest is affected by any such change agrees to give you notice in writing by registered or certified mail addressed to you at the address above provided. In the event notice as hereinabove provided is not received by you, you shall be held harmless and are hereby released from any and all causes of action damages or loss which may arise or result from any overpayment or improper payment. All transfers of interest and changes in parties entitled to receive payment shall be made effective as of 7:00 a.m. local time on the 1st day of the calendar month following the month in which notice thereof is received by you.

17 The undersigned hereby severally ratify, confirm and adopt the oil, gas and mineral lease or leases pursuant to which gas from the property is being produced and sold any amendments and supplements to such lease or leases including any designations, declarations or agreements creating the unit including the above described property if such be the case.

18 This division order and agreement shall be valid and binding upon each and every individual signing this instrument when signed regardless of whether any one or more of the remaining owners or parties hereto execute the same. The provisions hereof shall be binding upon the parties who sign this instrument or any counterpart hereof, and their respective heirs, successors, legal representatives and assigns and shall inure to the benefit of you and your successors and assigns.

19 By acceptance of this payment Payee agrees to refund to Vernon E. Faulconer, Inc. with interest all amounts which the Commission or any court or governmental agency exercising jurisdiction does not allow under the provisions of the NGPA to be reflected in Faulconer's rate for the sale of Natural gas to its customer. Interest shall be calculated in accordance with prevailing FERC regulations dealing with interest or refunds. Such refund to Faulconer shall be at Faulconer's option by a cash payment to Faulconer or by a set off against amounts due Payee from Faulconer under the gas purchase contract.

20 In consideration of the payments to be made hereunder and other good and valuable consideration this division order is executed and made effective as of the effective date shown hereinabove.

Please type or print the appropriate taxpayer's identification number along with your correct mailing address. Corporate signatures must be attested and corporate seal affixed.

WITNESS (2) for each signature
OR ATTEST for Corporations

Jan Shandley

Address

Owner's Signature

John P. Thompson
POLK COUNTY, TRUSTEE

BY John P. Thompson
TITLE-County Judge

County Courthouse, 3rd floor

Livingston, TX 77351

Date Signed 3/27/95

Social Security No
or Taxpayer's
Identification No

74-6001621

EXHIBIT "A"

Date February 28, 1995

Effective Date Date of Last Settlement

TO VERNON E FAULCONER, INC
P O BOX 7995
TYLER, TX 75711

DORRANCE #7A, D O #1974 containing 640 acres of land being 324 761 acres out of the Joseph Tyler Survey, A-576, 114 886 acres out of the Jesse Perkins Survey, A-478, 191 206 acres out of the I & G N RR survey, Section 34, A-341 and 9 147 acres out of the Houston County School Land Survey, A-270, Polk County, Texas and more fully described in Unit Declaration recorded in Volume 109, Page 236, and at Volume 110, Page 205, as amended

<u>CREDIT TO</u>	<u>UNIT NO.</u>	<u>INTEREST</u>
Polk County, Trustee 416 North Washington Livingston, TX 77351	1974	00023620 orri

THIS INTEREST HAS BEEN TRANSFERRED FROM OWNER #40405-THOMAS BARRON AND #40408-FRANK C BARRON III.

SHERIFF'S DEED

THE STATE OF TEXAS
COUNTY OF POLK

§
§
§

KNOW ALL MEN BY THESE PRESENTS THAT, WHEREAS, by virtue of an Order of Sale issued by the Clerk of the County Court at Law in and for Polk County, dated November 8, 1993, on a certain Judgment rendered in said Court on February 25, 1993, in a certain suit No 91-080, styled POLK COUNTY vs FRANK BARRON, JR, et al, I, BILLY RAY NELSON, Sheriff of said County, did upon November 8, 1993, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three consecutive weeks preceding such sale, the first publication appearing not less than twenty days immediately preceding the day of sale, beginning on November 14, 1993, in the POLK COUNTY ENTERPRISE, a newspaper published in the County of Polk, stating in said advertisement the authority by virtue of which said sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the above named Defendants, and on the first Tuesday of December, 1993, within the hours prescribed by law, sold said hereinafter described land or lots at public vendue, at the Courthouse door of said County, at which sale the premises hereinafter described were struck off to POLK COUNTY, TRUSTEE, 416 North Washington, Livingston, Texas 77351, for the use and benefit of itself and all the taxing units for which it collects, for the title to the hereinafter described property, there being no bid for as much as the adjudged fair value of the property or the amount of the taxes, interest, penalties and costs

NOW, THEREFORE, I, BILLY RAY NELSON, Sheriff as aforesaid, by virtue of the authority vested in me by law, have BARGAINED, SOLD AND CONVEYED, and by these presents do BARGAIN, SELL AND CONVEY, unto the said POLK COUNTY, TRUSTEE, for the use and benefit of itself and all the taxing units for which it collects, and their assigns, subject however, to the provisions hereinafter set out, all of the right, title and interest which the Defendants in such suit had on the date said Judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale, to-wit

Tract #6 000236 Overriding Royalty Interest, Dorrance 7-A Well, 640 00 acres, Jos Tyler Survey, Abstract 567, Polk County, Texas, Lease No 221 (Polk County Account Number M000022120000486)

TO HAVE AND TO HOLD unto the said POLK COUNTY, TRUSTEE, for the use and benefit of itself, and all the taxing units for which it collects, subject however, to the defendants' right to redeem the same in the manner prescribed by law, and to such other further conditions and stipulations as may be applicable under the provisions of Section 34 21 of the Property Tax Code of Texas, as fully and as absolute as I, as Sheriff aforesaid, can convey by virtue of said Order of Sale

WITNESS MY HAND this the 18th day of January, 1994

Billy Ray Nelson
BILLY RAY NELSON, Sheriff of
Polk County, Texas

THE STATE OF TEXAS
COUNTY OF POLK

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This instrument was acknowledged before me on the 18th day of January, 1994, by Billy Ray Nelson, as Sheriff of Polk County, Texas

Sherlene K Brown
NOTARY PUBLIC, STATE OF TEXAS

Commission Expires 10-30-96



OR 915 PAGE 361

STATE OF TEXAS }
COUNTY OF POLK }

I JO ANNE HOPKINS hereby certify that this instrument was FILED
in the file number sequence on the date and at the time stamped
hereon by me and was duly RECORDED in the Official Public
Records in volume and page of the named RECORDS of Polk County,
Texas, as stamped hereon by me on

JAN 19 1994



Jo Anne Hopkins
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

94 JAN 19 PM 4 30

Jo Anne Hopkins
COUNTY CLERK
POLK COUNTY, TEXAS

CONTAINER LEASE POLICY and RATES

Effective April 1 1995 the following policy will go into effect regarding the policy and rates governing container rentals

There are three classes of commercial customers currently being served in Polk County

a Regular, high volume customers These customers regularly use the County's solid waste services, and have a container that requires the contents be emptied at least every seven days or less

b Regular, low volume customers These customers regularly use the County's solid waste services however their volume requires the contents to be emptied in a period of time that exceeds seven days

c Occasional low volume customers These customers use the County's commercial collection containers only once, or not on a regular basis, and the container may or may not be filled in a seven day period

There will be a delivery and set up cost of \$ 50 for each container delivered to a site in the County, and \$100 dollars for all containers set up outside of Polk County This rate applies to occasional low volume customers only

There will be a per diem rental for each container, regardless of container size, and the per diem rate will go into effect on the eighth day following delivery of the container if the container has not been emptied prior to that time These per diem rates shall apply to regular and occasional customers who have low volume usage

The per diem rental rate shall be \$ 5 for all days neid longer than seven days

Collection and disposal rates for all customers shall be

	Standard Rate
27 cubic yard container	\$ 275
30 cubic yard container	\$ 305
40 cubic yard container	\$ 375

Persons desiring to lease a container must first execute a lease agreement with the County and provide payment for the service in advance of container delivery

Container's that require "special handling", i.e. the load is excessive for the container, or the driver must devote additional time to re-arranging the load, will be charged an additional \$ 75 fee

March 20 1995

TO John Thompson, Judge and
Members of the Commissioner's Court

FROM Jim McAlister

SUBJECT Request Authorization to Take Bids on Containers

The Equipment Fund from the CO money currently has the current balance

	Expended	Balance
Beginning Fund		\$ 360,000
Excavator	\$ 89,500	270,500
Off-Road Dump Truck	114,500	156,000
'94 Mack Truck	71,953	84,047
D&AK Dozer (Est)		
Acquisition	\$ 23,000	
Haul cost	2,500	
Rehab cost	13,000	
	38,500	\$ 45,547

As I discussed in an earlier memo, we need to begin a container replacement program as soon as possible. I estimate that a new 30 CY open top roll-off container will cost approximately \$ 3,500. We need five now, and possibly five more next year. I propose we purchase five containers now for an estimated cost of \$ 17,500. If the Court agrees to the escrow of the additional revenue expected to be generated by the new rates for containers, we can reimburse the CO money for this advance over the next year or two.

I therefore request permission from the Court to prepare bid documents for this purchase for the next Court's agenda.

As a footnote to this memo, I don't understand why the '94 Mack was charged to this fund. This unit was acquired prior to the CO issue, and was not part of the planned purchases.

March 23, 1995

TO John Thompson, Judge
FROM Jim McAlister
SUBJECT Acquisition of Wirt Davis Tract

Mr Charles Franklin reported this morning that the Trust has agreed to the offer of the County to purchase an additional 50 foot strip of land contiguous with our common boundary, which is the north property line of the landfill at the terms we offered (\$ 2,500 for the 3 445 ac and they keep the timber)

They have asked that we pay all cost for the transaction and closing, and want to use Malcolm Jones as the attorney I informed him this was agreeable with us

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursement</u>
73	1994 C/O Issue Jail/Bldg Renovation	1 191 71
TOTAL OF ALL FUNDS		<u>1,191 71</u>

The preceding list of bills payable was reviewed and approved for payment

Date 3-8-95

Approved by

Karen Sue Bennett

County Auditor

John P. Thompson

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	50 00
73	1994 C/O Issue Jail/Bldg Renovation	600 00
TOTAL OF ALL FUNDS		<u>650 00</u>

The preceding list of bills payable was reviewed and approved for payment

Date 3-8-95

Approved by

Karen Sue Bennett

County Auditor

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	9,969 42
18	Road and Bridge Pct #2	133 02
20	Road and Bridge, Pct #3	474 78
22	Road and Bridge Pct #4	99 66
32	Environmental Services	186 87
34	Fema Disaster Funds	270,579 00
51	Aging Department	350 04
TOTAL OF ALL FUNDS		281,792 79

The preceding list of bills payable was reviewed and approved for payment

Date 3-14-95 Approved by Kenneth L. Bennett
County Auditor

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General Fund	2 000 00
32	Environmental Services	550 00
86	TCDP Water Project Grant	10,557 55
TOTAL OF ALL FUNDS		13,107 55

The preceding list of bills payable was reviewed and approved for payment

Date 3-15-95

Approved by Kerri Sue Bennett

County Auditor

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
18	Road & Bridge Pct #2	50 00
TOTAL OF ALL FUNDS		<u>50 00</u>

The preceding list of bills payable was reviewed and approved for payment

Date 3-17-95

Approved by

Harold Lee Sommers
County Auditor

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	135,858 85
15	Road and Bridge Administration	27 26
16	Road and Bridge, Pct #1	4,040 54
18	Road and Bridge, Pct #2	13,234 39
20	Road and Bridge, Pct #3	1,742 66
22	Road and Bridge, Pct #4	2,434 24
26	Lateral Road	13,569 48
32	Environmental Services	3,578 82
34	FEMA Disaster Funds	19,281 00
49	DA Hot Check Fund	225 02
51	Aging Department	9,701 18
61	Debt Service	300 00
70	Environmental Service - 1994 C/O Issue	3,021 83
73	Jail/Bldg Renovation - C/O Issue	1,442 87
93	Co Clerk Records Mgmt Fund	3,641 72
94	County Records Mgmt Fund	895 34
184	Juvenile Probation	21 88
185	CCAP-Juvenile Probation	25 17
TOTAL OF ALL FUNDS		213,042 25

The preceding list of bills payable was reviewed and approved for payment

Date 03/22/95

Approved by

Kerw Sue Bennett

3-27-95

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	143,923 84
15	Road and Bridge Administration	10,031 04
16	Road and Bridge Pct #1	8,968 16
18	Road and Bridge Pct #2	6,855 96
20	Road and Bridge, Pct #3	13,502 27
22	Road and Bridge Pct #4	9,551 29
32	Environmental Services	16,833 21
48	District Attorney Special Fund	215 30
51	Aging Department	7,723 96
101	Adult Probation	27,293 16
104	DTP -CSR Probation	1,357 17
106	CCP - SOTP Probation	178 12
107	CCP Corrigan Office	1,476 99
108	CCP - Surveillance	1,647 66
184	Juvenile Probation	3,452 27
185	CCAP - Juvenile Probation	4 084 56
TOTAL OF ALL FUNDS		257,094 96

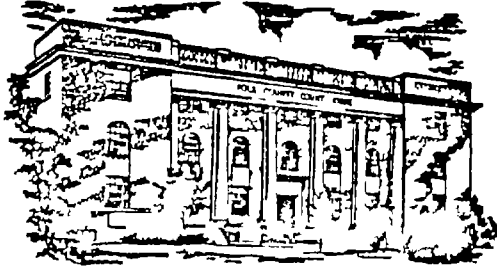
The preceding list of bills payable was reviewed and approved for payment

Karen Sue Bennett

Approved by

County Auditor

Date 3-24-95



KAREN REMMERT
County Auditor

POLK COUNTY
LIVINGSTON TEXAS

March 27 1995

Addendum to Schedule of Bills for Commissioners Court

Goodrich Volunteer Fire Dept

2nd Quarter of 1994	1,817 76
3rd Quarter of 1994	1,817 76
4th Quarter of 1994	1,817 76

Pinto Construction Company	15,546 80
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TOTAL	<hr/> 21,000 08
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PERSONNEL ACTION FORMS
 MARCH 14 1995 through MARCH 24, 1995

NO.	NAME	DEPARTMENT	JOB CLASS.	TYPE EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	JAMES DUNN	ENVIRONMENT SERVICES	#108 HEAVY EQT OPER	Regular Full-Time	13/1 \$17,354 48	RESIGNATION EFFECTIVE MARCH 17, 1995
(2)	JUSTIN PONCHO	AGING LIVINGSTON	#1266 KITCHEN HELPER	REGULAR PART-TIME	UNCLASS. \$6 15/HR	RESIGNATION 01-24-95
(3)	BETTY FORTUNE	AGING CORRIGAN	#1269 AGING WORKER I	TEMPORARY Part-time	Unclassified \$6 30/hr	NEW HIRE EMG 03-20-95
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						

