



**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 20**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the Monday, April 24, 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

FILED FOR RECORD

95 APR 19 AM 50

BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY TEXAS

Dated this the April 19, 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 April 19, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated this the April 19, 1995

Barbara Middleton, County Clerk

By

Barbara Middleton

COMMISSIONERS COURT AGENDA

for: MONDAY - APRIL 24 , 1995 - 10 00 a m

FILED FOR RECORD
95 APR 19 AM 8 50
DARRELL W. WILKINSON
CLERK
POLK COUNTY TEXAS

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, March 27 and April 10, 1995

OLD BUSINESS

- 4 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-08
"PURCHASE OF ONE(1) ROAD GRADER WITH TRADE-IN OF ONE(1)
SCRAPER"

NEW BUSINESS

- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-11
'PURCHASE OF OPEN TOP, ROLL-OFF CONTAINERS (ENV SERV)'
- 6 CONSIDER REQUEST TO RENAME ENVIRONMENTAL SERVICES
DEPARTMENT
- 7 CONSIDER APPROVAL OF RESOLUTION SUPPORTING THE EFFORTS OF
THE COMMITTEE TO SAVE DUNBAR, IN SEEKING GRANT FUNDING FOR
COMPLETION OF THE DUNBAR PROJECT
- 8 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO POLK COUNTY'S
SECTION 125 BENEFIT (CAFETERIA) PLAN
- 9 CONSIDER APPROVAL OF OFFER TO PURCHASE COUNTY TAX
FORECLOSURE PROPERTY DESCRIBED IN CAUSE # 93-089 AND EXECUTION
OF SPECIAL WARRANTY DEED, PENDING APPROVAL OF OTHER
INTERESTED TAXING ENTITIES
- 10 CONSIDER APPROVAL OF PRECINCT #1 PERMANENT ROAD FUND
EXPENDITURES

CONSENT AGENDA ITEMS

- 11 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
 - A Consider approval of payment for additional hours worked by certain employees of the Corrigan Nutrition Center
- 12 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - Monday, May 8, 1995, 10 00 a m



COMMISSIONERS COURT
OF
POLK COUNTY, TEXAS

FILED FOR RECORD
95 APR 21 AM 9 52
BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS


ADDENDUM TO NOTICE OF MEETING #20

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE REGULAR MEETING OF THE POLK COUNTY COMMISSIONERS COURT SCHEDULED FOR MONDAY - APRIL 24, 1995 at 10 00 A M

ADD. 13 ACKNOWLEDGE SPECIFIC DESIGNATION OF COUNTY DEPOSITORIES AND DESIGNATION OF SAME DEPOSITORIES FOR TRUST FUNDS HELD BY COUNTY AND DISTRICT CLERKS

Dated and Posted on April 21, 1995

Commissioners' Court of Polk County, Texas

By 
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 April 21, 1995, and said notice remained so posted continuously for seventy-two (72) hours preceding the scheduled time of said meeting

ATTEST

By 
Barbara Middleton, County Clerk

STATE OF TEXAS }
 COUNTY OF POLK }

DATE: APRIL 24, 1995
 REGULAR CALLED MEETING
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 24th DAY OF APRIL, 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, R.R. "DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED.

1. MEETING WAS CALLED TO ORDER BY JUDGE JOHN THOMPSON, AT 10:00 AM.
 PUBLIC COMMENTS: NONE
2. INFORMATIONAL REPORTS:
 - A. BOBBY SMITH, COMMISSIONER PCT#2 INVITED EVERYONE TO THE ONALASKA V.F.D. BAR-B-QUE & AUCTION THIS SATURDAY, APRIL 29th 11:00 AM TO 3:00 PM. IT WILL BE AT THE NEW FIRE STATION, LOCATED AT HWY. 190 WEST & OLD GROVETON ROAD.
3. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE THE MINUTES OF MARCH 27th AND APRIL 10th, 1995.
 ALL VOTING YES.
4. BID #95-08: PURCHASE OF (1) ROAD GRADER WITH TRADE-IN OF ONE SCRAPER.
 MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH, TO REJECT BOTH BIDS AND PURSUE LOCATING AND OBTAINING A GOOD USED ROAD GRADER FOR ENVIRONMENTAL SERVICES DEPT.
 ALL VOTING YES.
5. BID#95-11: PURCHASE OF OPEN TOP, ROLL-OFF CONTAINERS.
 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS, TO RE-ADVERTISE FOR NEW BIDS. NO ELIGIBLE BIDS WERE RECEIVED.
 ALL VOTING YES.
6. MOTION BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE REQUEST BY JIM McALISTER, TO RE-NAME ENVIROMENTAL SERVICES DEPT. TO WASTE MANAGEMENT DEPARTMENT, AND THE LANDFILL WILL BE CALLED POLK COUNTY REGIONAL WASTE MANAGEMENT CENTER.
 ALL VOTING YES. (SEE ATTACHED COPY)
7. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY BOBBY SMITH, TO APPROVE THE RESOLUTION SUPPORTING THE EFFORTS OF THE COMMITTEE TO SAVE DUNBAR, IN SEEKING GRANT FUNDING FOR COMPLETION OF THE DUNBAR PROJECT.
 ALL VOTING YES. (SEE ATTACHED COPY)
8. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS, TO ADVERTISE FOR BIDS CONCERNING POLK COUNTY'S SECTION 125 BENEFIT PLAN (CAFETERIA) PLAN.
 ALL VOTING YES.
9. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO APPROVE THE SALE OF POLK COUNTY TAX FORECLOSURE PROPERTY, REFERENCED IN CAUSE #93-089, PENDING APPROVAL OF OTHER TAXING ENTITIES.
 ALL VOTING YES.
10. MOTIONED BY R R. "DICK" HUBERT, SECONDED BY BOBBY SMITH TO APPROVE PCT#1 PERMANENT ROAD FUND EXPENDITURES, AS REQUESTED BY COMMISSIONER SPEIGHTS.
 ALL VOTING YES. (SEE ATTACHED COPY)

11. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE PAYMENT OF BILLS (BY SCHEDULE) ALL VOTING YES.

DATE:	AMOUNT:	CHECK #'S:
4-12-95	\$19,394 00	107654 -107655
4-13-95	13,396.69	107656 - 107769
4-19-95	172,226.43	107770 - 107926
4-19-95	261.00	135
4-20-95	89.00	107927
4-21-95	267,164.86	107928 - 107946

12. MOTIONED BY BOBBY SMITH, SECONDED BY R R. "DICK" HUBERT TO APPROVE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED COPY)

13. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY BOBBY SMITH TO ACKNOWLEDGE SPECIFIC DESIGNATION OF COUNTY DEPOSITORIES, AS; FIRST STATE BANK OF LIVINGSTON, FIRST NATIONAL BANK OF LIVINGSTON, CITIZENS STATE BANK OF CORRIGAN, & THE BANK OF LIVINGSTON.
MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO DESIGNATE SAME DEPOSITORIES FOR TRUST FUNDS HELD BY THE COUNTY & DISTRICT CLERKS.
ALL VOTING YES.

14. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ADJOURN COURT THIS 24th DAY OF APRIL, 1995 AT 10 50 AM.


JOHN THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

SHERIFF

APRIL 24, 1995

POLK COUNTY JAIL POPULATION REPORT

DAILY POPULATION	60
PAPER READY	4
CONTRACT INMATES WILSON COUNTY	3

April 11, 1995

TO John Thompson, Judge
FROM Jim McAlister
SUBJECT Name Change for the Department

Now that the function of the OSSF services are no longer a part of this Department, I recommend we change the name of the Department to reflect our more direct mission. This will make it easier for the public to know who to call when they need assistance from our Department. The title "Environmental Services" has always been a little ambiguous.

Formally I recommend we call the Department the

Waste Management Department

and the landfill being called

Polk County's Regional Waste Management Center

which is the name that appears on the sign at the landfill.

I do not suggest we limit the function of the Department or its name to solid waste only, as the function may include other waste, i.e. household hazardous waste, industrial waste, etc. for the future. Even this title does not exclude OSSF activities from the general "umbrella" of waste management.

I recommend these changes since we will need to put an ad in the yellow pages of the new phone directory, and believe this more realistically reflects a title the public can more easily associate with.

For your consideration


RESOLUTION

Supporting the efforts of the Committee to Save Dunbar
to seek Grant Funding


WHEREAS, The Committee to Save Dunbar was established for the purpose of promoting community involvement and financial support for the efforts of the Community and the County to renovate and provide a useful function for the Dunbar campus property, and

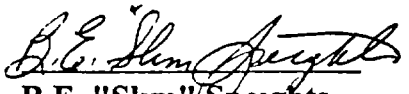
WHEREAS, Presently, this combined effort has resulted in major renovations , creating a model facility which offices the Texas Department of Human Services, Texas Department of Mental Health and Mental Retardation, Community Action, SAAfe House and a Community Center/Gymnasium for the use of local organizations, youth groups and the general public, and

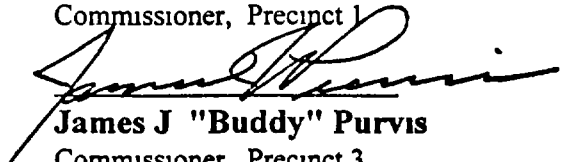
WHEREAS, In order to complete the remaining renovation requirements and improve the overall quality of the Dunbar Complex for the agencies serving Polk County and the public, grant funding must be located through the interest and participation of the Corporate Community

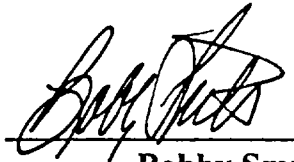
NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Polk County supports the efforts of the Committee to Save Dunbar in seeking such funding and encourages the patronage of local, area and regional business and industry, thereby benefiting all the Citizens of Polk County

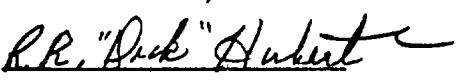
Signed and Resolved this the 24th day of April, 1995


John P. Thompson
County Judge, Polk County, Texas


B E "Slim" Speights
Commissioner, Precinct 1


James J "Buddy" Purvis
Commissioner, Precinct 3


Bobby Smith
Commissioner, Precinct 2


R.R. "Dick" Hubert
Commissioner, Precinct 4

Attest,

Barbara Middleton, County Clerk

PRECINT #1 - PERMANENT ROAD FUND EXPENDITURES (Approved April 24, 1995)						
Road Name	Length (feet)	Width (feet)	Sq Yd Required	No. Coats	Unit Price	Total Cost
Indian Hills #1	5,280 00	16 00	9,386 67	2	\$1 65	\$15 488 00
Stevens Lane	4,224 00	16 00	7 509 33	2	\$1 65	\$12 390 40
Indian Hills #2	1,320 00	16 00	2,346 67	2	\$1 65	\$3,872 00
Sundance	3,168 00	16 00	5,632 00	2	\$1 65	\$9,292 80
Tempe Timbers	3,168 00	14 00	4,928 00	2	\$1 65	\$8,131 20
Lake Livingston #1	2,640 00	14 00	4,106 67	2	\$1 65	\$6,776 00
					TOTAL	\$55,950 40

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
32	Environmental Services	630 00
34	Fema Disaster Funds	18,764 00
TOTAL OF ALL FUNDS		<u>19 394 00</u>

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

Date 4-12-95

Approved by

Karen Bennett

County Auditor

John P. Long

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	8,058 98
16	Road and Bridge, Pct #1	74 83
18	Road and Bridge, Pct #2	456 75
20	Road and Bridge, Pct #3	309 46
22	Road and Bridge, Pct #4	130 80
32	Environmental Services	688 49
34	Fema Disaster Funds	3 312 00
51	Aging Department	77 88
88	Judiciary Fund	287 50
TOTAL OF ALL FUNDS		<u>13,396 69</u>

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

Date 4-13-98

Approved by

Karen Bennett
County Auditor

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	40,843 91
15	Road and Bridge Administration	270 00
16	Road and Bridge Pct #1	3 756 64
18	Road and Bridge Pct #2	37 058 51
20	Road and Bridge Pct #3	2 984 76
22	Road and Bridge, Pct #4	1 394 05
26	Lateral Road	5 544 14
32	Environmental Services	3,718 69
51	Aging Department	9 717 06
61	Debt Service	10,265 74
70	Environmental Service - 1994 C/O Issue	51 423 50
73	Jail/Bldg Renovation - C/O Issue	1 480 25
93	County Clerk Record Mgmt Fund	3 639 18
94	County Records Mgmt Fund	130 00
TOTAL OF ALL FUNDS		172,226 43

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

Date 4-19-95 Approved by Karen Bennett
County Auditor

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
28	Historical Commission	261 00
TOTAL OF ALL FUNDS		<u>261 00</u>

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

Date 4-19-95

Approved by Karen Remmert

County Auditor

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund Description</u>	<u>Disbursements</u>
10 General Fund	89 00
TOTAL OF ALL FUNDS	<u>89 00</u>

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

Date 4-20-95 Approved by Karen Sue Pennington
County Auditor

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	152,185 37
15	Road and Bridge Administration	10,031 04
16	Road and Bridge, Pct #1	10,248 66
18	Road and Bridge, Pct #2	9,812 76
20	Road and Bridge, Pct #3	13,162 22
22	Road and Bridge, Pct #4	9,482 39
32	Environmental Services	15,708 21
48	Distinct Attorney Special Fund	215 30
51	Aging Department	6,821 05
101	Adult Probation	26,849 10
104	DTP -CSR Probation	1,296 88
106	CCP - SOIP Probation	177 71
107	CCP Corrigan Office	1,476 99
108	CCP - Surveillance	2,160 35
184	Juvenile Probation	3,452 27
185	CCAP - Juvenile Probation	4,084 56
TOTAL OF ALL FUNDS		<u>267,164 86</u>

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

Date 4-21-95

Approved by *Kenneth Lee Bennett*
County Auditor

DATE APRIL 11 1995 THROUGH APRIL 21 1995

INO	NAME	DEPT	JOB CLASSIFICATION	TYPE EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	DAWN BARTEE	JAIL	#1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	11/1 \$15 734 16	NEW-HIRE EFFECTIVE DATE 04-19-95
(2)	MADINE ALLEN	DISTRICT CLERK DEPT	#105 DEPUTY CLERK	REGULAR FULL-TIME	#1 \$13 559 52	RECLASS #106 COURT CLERK 10/1 \$14 966 64 EFFECTIVE 05-05-95
(3)	JULIA L. TUMLINSON	AGING ONALASKA	#1265 COOK	LABOR POOL PART-TIME	UNCLASS. \$5.25/HR	ADJUSTMENT REGULAR PART-TIME \$6 30/HR EFFECTIVE 04-19-95
(4)	VELMA A. ASHLEY	AGING ONALASKA	#1265 COOK	REGULAR PART-TIME	UNCLASS \$5.25/HR	ADJUSTMENT \$6 30/HR EFFECTIVE 4-19-1995
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						

STATE OF TEXAS }
 COUNTY OF POLK }

DATE: MAY 8, 1995
 REGULAR CALLED MEETING
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 8th DAY OF MAY, 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, R.R. "DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED.

1. MEETING WAS CALLED TO ORDER AT 10:00 AM BY JUDGE JOHN THOMPSON.
 PUBLIC COMMENTS:
 - A. BILL HARDY CONGRATULATED THE COMMISSIONERS COURT FOR DOING A GREAT JOB.
 - B. JUDGE THOMPSON, HAS WRITTEN A LETTER TO ALL OTHER TAXING ENTITIES WITHIN THE COUNTY, REGARDING THE SALE OF COUNTY TAX FORECLOSURE PROPERTIES.
2. INFORMATIONAL REPORTS:
 - A. JUDGE THOMPSON ANNOUNCED, THERE WILL BE A SPECIAL CALLED COMMISSIONERS COURT MEETING ON FRIDAY, MAY 12, 1995, AT 8 45 AM, FOR THE PURPOSE OF CANVASSING THE VOTES OF THE BIG THICKET "SPECIAL" ELECTION HELD ON MAY 6, 1995.
 - B. BOBBY SMITH, NOTIFIED THE COURT, THAT HE LOCATED A ROAD GRADER, FOR THE WASTE MANAGEMENT DEPARTMENT. JIM McALISTER WILL ADVERTISE FOR BIDS TO SELL THE SCRAPER, NOW IN USE, FOR THE PURPOSE OF PURCHASING AN OFF ROAD DUMP TRUCK THAT WILL BE NEEDED IN THE FUTURE. BIDS TO BE OPENED AT NEXT REGULAR COURT MEETING.
3. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS, TO APPROVE THE MINUTES OF APRIL 24, 1995 MEETING.
 ALL VOTING YES.
4. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH, TO APPROVE THE SALE OF FORECLOSURE PROPERTY DESCRIBED IN CAUSE#93-080 FOR \$625.00, WITH EXECUTION OF SPECIAL WARRANTY DEED, PENDING APPROVAL OF OTHER TAXING ENTITIES.
 ALL VOTING YES.
5. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO AUTHORIZE COMMISSIONER PURVIS, TO EXECUTE SALE OF TIMBER ON CERTAIN COUNTY OWNED R.O.W., LOCATED IN PRECINCT#3.
 ALL VOTING YES. (SEE ATTACHED COPY)
6. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE PROPOSED 1995 BUDGET AMENDMENTS, REQUESTED BY AGING DIRECTOR.
 ALL VOTING YES. (SEE ATTACHED COPY)

7. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE PAYMENT OF BILLS.(BY SCHEDULE)
ALL VOTING YES. (SEE ATTACHED COPIES)

DATE.	AMOUNT:	CHECK NUMBERS:
4-27-95	\$ 92,341.31	107947 - 108070
5-3-95	419,854.24	108071 - 108254
5-5-95	172,652.67	108255 - 108276
5-8-95	131 70	108277 - 108278

8. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED COPY)
9. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE THE AGREEMENT FOR ADDITIONAL SERVICES TO BE PERFORMED UNDER THE 1994 INDEPENDENT AUDIT CONTRACT.
ALL VOTING YES. (SEE ATTACHED COPY)
- 10.MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO ADJOURN COURT THIS 8th DAY OF MAY, 1995 AT 10:20 AM.
ALL VOTING YES


JOHN THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK



**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 22**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the Monday, May 8, 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

FILED FOR RECORD
95 MAY -3 AM 9 54
BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS

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 May 3, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated this the May 3, 1995
Barbara Middleton, County Clerk
By *Barbara Middleton*



COMMISSIONERS COURT AGENDA

for: MONDAY - MAY 8, 1995 - 10.00 a.m.

FILED FOR RECORD

95 MAY -3 AM 9 54

BARBARA J. DOLEY
COUNTY CLERK
POLK COUNTY, TEXAS

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, April 24, 1995

NEW BUSINESS

- 4 CONSIDER APPROVAL OF OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY DESCRIBED IN CAUSE # 93-080 AND EXECUTION OF SPECIAL WARRANTY DEED, PENDING APPROVAL OF OTHER INTERESTED TAXING ENTITIES
- 5 CONSIDER AUTHORIZING PCT #3 COMMISSIONERS TO EXECUTE SALE OF TIMBER ON CERTAIN COUNTY OWNED R O W
- 6 CONSIDER APPROVAL OF PROPOSED 1995 BUDGET AMENDMENTS

CONSENT AGENDA ITEMS

- 7 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 8 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - May 22, 1995, 10 00 a m



COMMISSIONERS COURT
OF
POLK COUNTY, TEXAS

95 MAY -5 AM 9-51
BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS

FILED FOR RECORD

ADDENDUM TO NOTICE OF MEETING #22

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE REGULAR MEETING OF THE POLK COUNTY COMMISSIONERS COURT SCHEDULED FOR MONDAY - MAY 8, 1995 at 10 00 A M

ADD. 9 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO THE SCOPE OF THE 1994 INDEPENDENT AUDIT

Dated and Posted on May 5, 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 May 5, 1995, and said notice remained so posted continuously for seventy-two (72) hours preceding the scheduled time of said meeting

ATTEST,
By *Barbara Middleton*
Barbara Middleton, County Clerk

VOL

41 PAGE 392

SHERIFF

MAY 8, 1995

POLK COUNTY JAIL POPULATION REPORT

DAILY POPULATION	59
PAPER READY	3
CONTRACT INMATES WILSON COUNTY	2

CONTRACT NO. 55043PDELIVERED PURCHASE CONTRACT
PRODUCER CODE POL 48

THIS AGREEMENT, executed and entered into on the date hereinafter shown, is by and between Champion International Corporation, whose mailing address is P O Box 191, Huntsville, Texas, 77342 (hereinafter simply referred to as "Champion"), and Polk County Road and Bridge hereinafter simply referred to as the "Seller"), and for and in consideration of the mutual covenants set forth herein, the parties hereto do hereby agree as follows, to-wit

- 1 PURPOSE Champion, to the extent certain timber products are needed and desired, agrees to purchase from Seller, and Seller agrees to sell to Champion, specified timber products which may, in Champion's discretion, be designated in letter hereinafter sent by Champion to Seller (hereinafter simply referred to as "Supplemental Letters") Any and all such Supplemental Letters, if any, shall designate the matters provided for in Paragraph 4 of this Contract

For the consideration hereinabove stated, seller agrees that the timber the subject of this Agreement shall be delivered by Seller, at Seller's expense, to the designated delivery points

- 2 TERM From 5-1-95 To 7-30-95, unless sooner terminated in the manner hereinafter provided
- 3 PRIOR CONTRACT SUPERSEDED This Agreement supersedes and replaces that certain prior contract between Champion and Seller, No _____ and dated _____, and all provisions of such prior contract are void
- 4 SUPPLEMENTAL AGREEMENTS Supplemental letters to this Delivered Purchase contract, if any, shall designate the following
- (a) The product, or products, Champion desires to purchase,
 - (b) The delivery point, or points, of all such product, or products, Champion desires to purchase; and/or
 - (c) The price, or prices, Champion will pay for such products, or products

Supplemental letters, if any, shall be delivered by Champion to Seller as, and when, Champion desires or needs to purchase any particular product, or products Each Supplemental Letter shall specify the hereinabove listed matters, and shall also state the effective date of the changes specified in the Supplemental Letter, which may be the same date the Supplemental Letter is either personally delivered or mailed to Seller Champion's delivery of Supplemental Letters to Seller may be accomplished either by personal delivery or by mailing same and, if mailed, for purposes of this Contract, each Supplemental Letter shall be deemed delivered to, and received by, Seller as of the date it is deposited in the mail,

regardless of the date of Seller's actual receipt of the Supplemental Letter. Delivery of any timber products by Seller to Champion from and after the date Champion either personally delivers or mails any Supplemental Letter to Seller shall be subject to the provisions set forth in the Supplemental Letter and Seller agrees to be bound by the terms and provisions of each, every and all Supplemental Letters delivered to Seller. Furthermore, it is understood and agreed that each Supplemental Letter shall become a part of this Contract and each Supplemental Letter shall be governed by, and subject to, all of the terms and provisions of this Contract.

5. SCALE AND INSPECTIONS All timber manufactured under this Agreement which is delivered to Champion shall be weight scaled by Champion, with Champion retaining the original scale tickets and copies thereof being delivered to Seller. Champion retains the absolute right to refuse or accept, as it so desires, delivery of any timber Seller attempts to deliver under this Agreement which does not meet Champion's specifications and requirements. Champion further retains the right to adjust any weight scale tickets in proportion to the percentage or volume of timber delivered, weighed, accepted and thereafter culled.
6. PRICE AND PAYMENT Payments to be made by Champion to Seller shall be made weekly, and the amount thereof shall be determined by weight scale tickets and the applicable price for the particular classifications of timber (subject to reduction, as provided in Paragraph 5 above).
7. TITLE Seller covenants and warrants that it is the owner of the above described timber the subject of this Agreement and that said timber is free and clear of any and all liens, encumbrances, and claims of every character, and Seller hereby binds himself, his heirs, personal representatives, successors and assigns to WARRANT AND FOREVER DEFEND the title to said timber against the claims and demands of any and all persons whomsoever.
8. DELIVERIES Subject to Champion's need and desire for certain timber products, it is contemplated that the timber the subject of this Agreement will be delivered by Seller to the designated delivery points in consistent, even, weekly quantities throughout the term of this agreement. However, it is understood and agreed that Champion retains the absolute right to notify Seller of the volume of timber, if any, it will purchase and accept under this Agreement at any time or for any given week. And, notwithstanding anything herein seemingly to the contrary, it is understood and agreed that Champion, by execution of this Contract, is not obligating nor binding itself to purchase any of the hereinabove specified products from Seller, the intent of the parties hereto being that Champion will purchase such products only when, and as, needed or desired by Champion. Champion further retains the absolute right to reduce the total volume of timber Champion agrees to purchase from Seller by simply giving notice of such reduction to Seller, and the reduction shall be effective immediately upon the giving of such notice of reduction to Seller.
9. CONTROL OF OPERATIONS All work and operations of every character performed hereunder by Seller, or in his behalf,

shall be done and performed under Seller's sole and exclusive control with labor hired, paid, supervised and directed by him and through the use of equipment which Seller shall provide at his own cost and expense. It is agreed that performance hereunder by Seller shall be absolutely free of any right of control or direction by Champion, and it is distinctly understood that Champion is to look to the Seller for results only under the terms and specifications of this Agreement. The parties hereto further agree that Seller is an independent contractor and nothing contained in this Agreement shall be construed to create or imply any other relationship between Champion and the Seller.

10. TERMINATION Champion retains the right to terminate this Agreement provided that 30 day written notice is given to the other party stating their intent to terminate this Agreement.
11. COMPLIANCE WITH LAWS Seller agrees to comply with all Federal, State, County, and Municipal laws and regulations pertaining to the harvesting and transportation of all forest products, including but not limited to, laws and regulations relating to weight and length limitations for loads transported on public highways. Seller especially warrants and covenants that all chips delivered under this Agreement will be cut, loaded and delivered in strict Compliance with the Fair Labor Standards Act of 1938, as amended, and that all records required by said Act will be kept and maintained by Seller.
12. INDEMNITY Seller hereby assumes the entire responsibility and liability for any claims, demands and causes of action arising out of his performance of the conditions and obligations assumed hereunder and his delivery of the timber the subject of this agreement to Champion. Seller further agrees to fully indemnify and hold Champion harmless from and against any and all liability, claims, demands, suits, judgements, liens, costs, expenses and attorney's fees caused by, arising from, or alleged to be caused by virtue of, the activities of Seller undertaken hereunder. In the event Champion should be sued as a result of any of the operations of Seller or his employees under this Agreement, or due to the delivery of timber the subject of this Agreement to Champion, Seller agrees to assume the defense of such suit on behalf of Champion, to pay all expenses incurred in connection with such defense and to pay all losses and damages that may be adjudged against Champion therein. Seller shall further indemnify and save harmless Champion from any claim for damages for personal injury, including death, to any employee, or any other person, or injury to property, that may arise, or may be alleged to arise, in any manner from the carrying out of this Agreement or the delivery of the timber the subject of this Agreement by Seller to Champion, whether caused by the Seller or by any sub-contractor, or anyone directly or indirectly employed by either of them. Furthermore, notwithstanding anything herein seemingly to the contrary, and in addition to all other indemnification provisions set forth herein, Seller agrees to indemnify and defend Champion from all claims, demands and causes of action for all injuries to, illness or death of any person, including Seller's employees, or any property damage, including economic loss, resulting from the concurrent acts or omissions of any combination of the following, Champion,

Seller, Seller's employee who is injured, becomes ill or is killed' and, any other person, firm or entity Acts or omissions mean negligence, breaches of expressed or implied warranties, violation of the Texas Deceptive Trade Practices Act and breaches of duty under the law of strict liability and tort It is expressly agreed by Seller that this indemnity protects Champion from the consequences of Champion's own acts or omissions, when Champion, its employees, agents or representatives acts or omissions are a concurrent cause of the injury, illness, death or property damage, including economic loss This indemnification and hold harmless Agreement by the Seller shall survive the termination or expiration of this Agreement

13. MISCELLANEOUS This Agreement (a) shall be construed under, and in accordance with, the laws of the State of Texas, (b) shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, (c) may only be changed or modified in writing, executed by the duly authorized representative of both parties, and (d) constitutes the entire Agreement and understanding by and between the parties hereto, and supersedes all prior agreements and understandings between Champion and Seller relating to the subject matter hereof

EXECUTED this 1st day of May, 1995.

CHAMPION INTERNATIONAL CORPORATION

BY: Mark Depurmel

EXECTED this 8th day of May, 1995

SELLER Belk County
BY James Harris

Seller's I D No. 74-6001621

Phone No. 327-6811

Address: County Courthouse - 3rd Floor

Luxington, TX 77351

ATTN John Thompson

DELIVERED PURCHASE CONTRACT

SUPPLEMENTAL LETTER

DATE: 5-1-95 CONTRACTOR Polk County Road & BRIDGE
 VENDOR CODE: POL 48 CONTRACT # 55043P

TO: Polk County Road + Bridge

Pursuant to the provisions of Paragraph No. 4 of your Delivered Purchase Contract with Champion International Corporation, effective 05-01-95 and continuing thereafter until you are further notified by Champion International Corporation of a price change, Champion International Corporation will pay the following prices for the following timber products delivered by you to the designated delivery points

<u>PRODUCT</u>	<u>F O B TRUCKWOOD DELIVERY POINT</u>	<u>PRICE/UNIT</u>
<u>PINE MTL</u>	<u>CORRIGAN MILL</u>	<u>\$ 70.00/TON</u>
<u>PINE MTL</u>	<u>CAMDEN MILL</u>	<u>\$ 70.00/TON</u>
<u>PINE SMALL SORT</u>	<u>CAMDEN MILL</u>	<u>\$ 35.00/TON</u>
<u>PINE LONGWOOD</u>	<u>LUFKIN MILL</u>	<u>\$ /TON</u>
<u>PINE LONGWOOD</u>	<u>SHELDON MILL</u>	<u>\$ /TON</u>
		<u>\$ /TON</u>

CHAMPION INTERNATIONAL CORPORATION

BY Mark Hafernick

MARK HAFERNICK
 LOGGING & PROCUREMENT MANAGER
 CENTRAL AREA

DATE 5-1-95

BELIZE PAGE 1

REPORT OF GENERAL LEDGER AMENDMENTS

DATE 04/26/95

ACCOUNT NUMBER	DATE	TIME	AMENDMENT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLERK
95 051-645-144	04/26/95	09 23	042695	32 576 96	32 473 64	103 32-	PER AGING DIRECTOR	AUD
95 051-645-169	04/26/95	09 23	042695	1 298 00	103 32	103 32	PER AGING DIRECTOR	AUD
95 051-645-203	04/26/95	09 24	042695	1 500 00	2 148 00	850 00	PER AGING DIRECTOR	AUD
95 051-645-204	04/26/95	09 25	042695	5 871 00	3 774 49	2 274 49	PER AGING DIRECTOR	AUD
95 051-645-312	04/26/95	09 25	042695	10 000 00	3 501 99	2 369 01-	PER AGING DIRECTOR	AUD
95 051-645-330	04/26/95	09 25	042695	17 799 00	4 000 00	6 000 00-	PER AGING DIRECTOR	AUD
95 051-645-334	04/26/95	09 26	042695	11 500 00	3 949 00	3 850 00-	PER AGING DIRECTOR	AUD
95 051-645-343	04/26/95	09 26	042695	3 000 00	17 500 00	6 000 00	PER AGING DIRECTOR	AUD
95 051-645-350	04/26/95	09 26	042695	5 500 00	8 000 00	5 000 00	PER AGING DIRECTOR	AUD
95 051-645-420	04/26/95	09 26	042695	5 500 00	3 000 00	2 500 00-	PER AGING DIRECTOR	AUD
95 051-645-423	04/26/95	09 27	042695	13 500 00	94 52	94 52	PER AGING DIRECTOR	AUD
95 051-645-440	04/26/95	09 27	042695	3 600 00	18 000 00	4 500 00	PER AGING DIRECTOR	AUD
95 051-645-441	04/26/95	09 28	042695	4 000 00	1 600 00	2 000 00-	PER AGING DIRECTOR	AUD
95 051-645-572	04/26/95	09 28	042695	4 000 00	2 000 00	2 000 00-	PER AGING DIRECTOR	AUD

EXPENSE SUMMARY - AGING DEPT 14 TOTAL AMENDMENTS 14 TOTAL CHANGES 00

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	9,762 24
20	Road and Bridge, Pct #3	115 41
32	Environmental Services	115 56-
51	Aging Department	40 97
61	Debt Service	2,347 66
70	Environmental Service - 1994 C/O Issue	2,357 60
88	Judiciary Fund	77,656 19
185	CCAP - Juvenile Probation	176 80
TOTAL OF ALL FUNDS		<u>92,341 31</u>

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

Date 4-27-95

Approved by

Karen Sue Bennett

County Auditor

John P. Stanger

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	104,318 73
16	Road and Bridge, Pct #1	32,937 43
18	Road and Bridge, Pct #2	29,245 41
20	Road and Bridge, Pct #3	38,995 89
22	Road and Bridge, Pct #4	54,752 09
24	Permanent Road & Bridge Fund	6,101 32
26	Lateral Road	5,412 39
28	Polk County Historical Commission	5 29
32	Environmental Services	30,289 79
40	Law Library	1,278 75
49	District Attorney Hot Check Fund	14 62
51	Aging Department	7,787 11
61	Debt Service	92,233 37
70	Environmental Service - 1994 C/O Issue	15,915 55
73	Jail/Bldg Renovation - C/O Issue	566 50
TOTAL OF ALL FUNDS		419,854 24

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

Date 5-3-95

Approved by

Robert Farnsworth
County Auditor
John P. Stimpert

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	94,128 86
15	Road and Bridge Administration	6,798 35
16	Road and Bridge, Pct #1	5,713 86
18	Road and Bridge, Pct #2	4,821 77
20	Road and Bridge, Pct #3	8,080 42
22	Road and Bridge, Pct #4	6,718 03
32	Environmental Services	12,181 63
48	District Attorney Special Fund	215 30
51	Aging Department	6,925 33
101	Adult Probation	17,947 29
104	DTP - CSR Probation	1,028 37
106	CCP - SOTP Probation	139 77
107	CCP Corrigan Office	1,021 97
108	CCP - Surveillance	1,868 09
184	Juvenile Probation	2,353 19
185	CCAP - Juvenile Probation	2,710 44
TOTAL OF ALL FUNDS		172,652 67

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

Date 5-5-85

Approved by

Karen Sommet
County Auditor
John P. Stanger

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General Fund	131 70
TOTAL OF ALL FUNDS		<u>131 70</u>

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

Date 5-8-95

Approved by

Karen Sue Bennett

County Auditor

John P. Stump

DATE: APRIL 25, 1995 THROUGH MAY 06, 1995

(1)	NO	NAME	DEPT.	JOB CLASSIFICATION	TYPE EMPLOYEE	SALARY GROUP	ACTION TAKEN
(2)	TOMMIE SHEPHERD	SHERIFF DEPT	#1037	DEPUTY SHERIFF	REGULAR FULL TIME	142 \$18,678.32	RESIGNATION EFFECTIVE 04-29-95
(3)	LESTER TATUM	JAIL	#1055	CORRECTIONS OFFICER	REGULAR FULL TIME	11/2 \$16,117.92	RESIGNATION EFFECTIVE 03-05-95
(4)	FREDERICK HAMILTON	SHERIFF DEPT	#1037	DEPUTY SHERIFF PARTOC	REGULAR FULL TIME	14/1 \$18,228.00	RESIGNATION EFFECTIVE 04-30-95
(5)	DANA PAPER	JAIL	#1055	CORRECTIONS OFFICER	REGULAR FULL TIME	11/2 \$14,117.92	RECLASSIFICATION #1037 DEPUTY SHERIFF 14/1 \$18,228.00 EFFECTIVE 05-03-95
(6)	TODD GARDNER	ENV SERVICES	#911	PERMIT/INSP SUPERVISOR	REGULAR FULL TIME	15/1 \$19,145.30	RESIGNED EFFECTIVE 04/29/95
(7)	AUSTIN STUTTS	PCT #2 R & B.	#109	LIGHT EGT OPERATOR	REGULAR FULL TIME	12/3 \$17,354.48	RESIGNATION EFFECTIVE 03-03-95
(8)	JOHN MCDOWELL, JR.	ENV SERVICES	#910	ENFORCEMENT OFFICER	REGULAR FULL TIME	14/1 \$18,228.00	RESIGNATION EFFECTIVE 05-12-95
(9)	DAVID GOODWIN	ENV SERVICES	#109	HEAVY EGT OPER	REGULAR FULL TIME	13/1 \$17,354.48	MERIT INCREASE 13/2 \$17,780.08 EFFECTIVE 05-03-95
(10)	JUAN GONZALEZ	JAIL	#1055	CORRECTIONS OFFICER	REGULAR FULL TIME	11/1 \$15,734.18	NEW-HIRE EFFECTIVE 05-10-95
(11)	AMANDA SMITH	J.P.#4	#102	SECRETARY	REGULAR PART TIME	UNCLASS. \$5,000/HR.	NEW-HIRE 05-03-95
(12)	JAMES JONES	JAIL	#1055	CORRECTIONS OFFICER	REGULAR FULL TIME	11/1 \$15,734.48	NEW-HIRE EFFECTIVE 05-10-95
(13)							
(14)							
(15)							
(16)							



LAIRSON • STEPHENS • REIMER, P C

Trusted Business Advisors Since 1970

May 3, 1995

Honorable Judge John Thompson
Polk County
Polk County Courthouse
Livingston, Texas 77351

Dear Judge Thompson

As previously noted, we have identified apparent deficiencies with the prior year audit that should be addressed before releasing this year's audit report. Addressing these deficiencies is beyond the scope of services that the County has contracted with us to perform and additional authorization is needed from you before these matters can be investigated. The purpose of this letter is to identify the additional scope of services we believe necessary, to provide the County with a reasonable degree of comfort that transactions from the prior year were accounted for properly, and to minimize the likelihood of an adverse audit opinion or disclaimer of an opinion on this year's financial statements because of questionable beginning balances.

We propose that the County expand the scope of our audit to include researching matters related to the beginning balances at a fee of \$5,000. If additional time is necessary, we will identify to you the unresolved issues and provide you with a revised fee quote before incurring any additional time.

We apologize for the delay in issuing this year's audited financial report. However, we are doing everything within our power to do it right the first time and to help clean up the financial records of the County. We hope that you understand the problems that we have encountered while conducting this year's audit and the additional costs being incurred by our Firm. We currently project to write off a large portion of the time required to perform the original audit scope, principally because of the poor condition of the County's financial and accounting system.

If you have any questions regarding these matters or anything else, please do not hesitate to call. If you are in agreement with the additional services that we have proposed to perform, please sign below and return this letter to us.

Sincerely,

J. Randall Reimer, C.P.A.

We are in agreement with the additional scope of services you have proposed to perform.

Honorable Judge John Thompson*Certified Public Accountants*

5 Post Oak Park Suite 250
Houston, Texas 77027 3413
Tel (713) 629-6000 Fax (713) 629-6004