#### FILED FOR RECORD



95 SEP -6 AM 9 31

BARBY LETON COUNTY CLERK POLK COUNTY. TEXAS

NOTICE OF MEETING OF THE

COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 49

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, September 11, 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 September 6, 1995

Commissioners' Comp of Polk County, Texas

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 September 6, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, September 6, 1995

Barbara Middleton, County Clerk



# COMMISSIONERS COURT AGENDA

for: MONDAY - SEPTEMBER II , 1995 - 10:00 A.M.

## **CALL TO ORDER**

- 1 WELCOME Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
  - A CRIME STOPPERS AWARD / THEFT OF COUNTY SIGNS
  - B RED CROSS YEAR END UPDATE
  - C REPORT ON MEETING TO DISCUSS TAX RATE AND ANNOUNCE DATE, TIME & PLACE OF PUBLIC HEARING
- CONSIDER APPROVAL OF MINUTES for meeting of, August 14 and August 28, 1995

#### **OLD BUSINESS**

4 RECEIVE REPORT ON DESIGNATION OF CITIZENS COMMITTEE FOR TCDP GRANT (ON-SITE SEWAGE FACILITIES, INDIAN SPRINGS / REILY VILLAGE)

#### **NEW BUSINESS**

- 5 CONSIDER APPROVAL OF RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION FOR TCDP DISASTER RELIEF/URGENT NEED FUNDING TO MEET 25% MATCH REQUIREMENT UNDER FEMA SECTION 404 HAZARD MITIGATION GRANT
- 6 CONSIDER PROPOSAL FOR PROFESSIONAL SERVICES RELATING TO THE SECTION 404 HAZARD MITIGATION GRANT PROCESS
- 7 CONSIDER APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES RELATED TO THE RECOVERY OF POSSIBLE FEES FORWARDED TO STATE
- 8 CONSIDER APPROVAL OF INTERLOCAL CONTRACT BETWEEN POLK COUNTY AND CORRIGAN/CAMDEN SCHOOL DISTRICT FOR ASSESSMENT AND COLLECTION OF AD VALOREM TAXES
- 9 SET SALARIES AND ALLOWANCES FOR ELECTED COUNTY AND PRECINCT OFFICIALS FOR FY1996(Beginning October 1, 1995)

## VUL 41 PAGE 808 COMMISSIONERS COURT AGENDA FOR 09/11/95 - PAGE 2

- 10 SCHEDULE PUBLIC HEARING ON FY1996 BUDGET
- 11 CONSIDER RESOLUTION DESIGNATING POLLING PLACE CHANGE FROM ONALASKA CITY HALL TO POLK COUNTY SUBCOURTHOUSE IN ONALASKA, TEXAS
- 12 CONSIDER OFFER TO PURCHASE REAL PROPERTY

## **CONSENT AGENDA ITEMS**

- 13 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 14 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS
  A CONSIDER UPDATE OF JOB DESCRIPTIONS FOR MAINTENANCE AND
  CUSTODIAL PERSONNEL

## **ADJOURN**

Next regularly scheduled meeting - September 25, 1995, 10 00 a m

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YIL END NOTICE OF MEETING # 49

BARD OF EIGH COUNTY CLERK POLK COUNTY TEXAS

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR MONDAY, SEPTEMBER 11, 1995 AT 10 00 A M

#### ADD;

15. CONSIDER APPROVAL OF HISTORICAL COMMITTEE APPOINTMENTS.

Posted on September 8, 1995

Commissioners' Court of Polk County, Texas

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 September 8, 1995 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated September 8, 1995

Barbara Middleton, County Clerk

STATE OF TEXAS }

COUNTY OF POLK }

DATE:SEPTEMBER 11, 1995 REGULAR CALLED MEETING ALL PRESENT

BE IT REMEMBERED ON THIS THE 11th DAY OF SEPTEMBER, 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.

- MEETING WAS CALLED TO ORDER AT 10:00 AM BY JUDGE JOHN THOMPSON. PUBLIC COMMENTS: NONE
- INFORMATIONAL REPORTS:
  - A.SHERIFF NELSON, GAVE AN UPDATE ON 911-SERVICE CALLS. THEY HAVE HAD 7,023 (911) CALLS AS OF THIS DATE. HE READ A PROCLAMATION FROM GOVERNOR GEORGE BUSH, DECLARING SEPT. 11, 1995 AS (911) DAY. HE INTRODUCED MICKEY COPPOCK & CYNDI CARDWELL, DISPATCHERS AT THE SHERIFF'S OFFICE
  - B.JUDGE THOMPSON, REPORTED ON THE THEFT OF ROAD SIGNS IN THE COUNTY. CRIME STOPPERS ORGANIZATION HAS AGREED TO OFFER A \$500.00 REWARD FOR INFORMATION LEADING TO THE ARREST OF INDIVIDUALS INVOLVED IN THE THEFT OF COUNTY ROAD SIGNS, TO BE AVAILABLE FOR (3) MONTHS.
  - C.DICK COOLEY, WITH POLK CO. CHAPTER OF THE AMERICAN RED CROSS, GAVE A REPORT ON THE CHAPTERS ACTIVITIES OVER THE PAST YEAR. (SEE ATTACHED)
  - D.JUDGE THOMPSON ANNOUNCED THE SPECIAL MEETING, SET BY THE COURT FOR A PUBLIC HEARING ON THE PROPOSED TAX RATE FOR FY-1995.
    MEETING WILL BE HELD SEPTEMBER 14, 1995 AT 2:00 PM,
    COMMISSIONERS COURTROOM, 3rd FLOOR, POLK COUNTY COURTHOUSE.

    E.VETERANS OF FOREIGN WARS-LIVINGSTON IS HAVING A MEETING
  - TUESDAY EVENING, SEPT.13, 1995, IN HONOR OF POW/MIA'S.
- MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE THE MINUTES OF MEETINGS, AUGUST 14th, AUGUST 28th, AND SEPT 5, 1995. ALL VOTING YES.
- MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO RECEIVE REPORT ON DESIGNATION OF CITIZENS COMMITTEE FOR TCDP GRANT (ON SITE SEWAGE FACILITIES OF INDIAN SPRINGS & REILY VILLAGE). THE CITIZENS TO SERVE ON THE COMMITTEE ARE DAVID ARNOLD, JOHNNY RUSHING, CLAYTON LILLEY, JOHN McDOWELL AND BOBBY PIXLEY. ALL VOTING YES.

- 5. MOTIONED BY JAMES J. BUDDY PURVIS, SECONDED BY B.E. SLIM SPEIGHTS TO APPROVE RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION FOR TCDP DISASTER RELIEF/URGENT NEED FUNDING TO MEET 25% MATCH REQUIREMENT UNDER FEMA SECTION-404 HAZARD MITIGATION GRANT.
  ALL VOTING YES.
- 6. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE PROPOSAL FOR PROFESSIONAL SERVICES RELATING TO THE SECTION 404 HAZARD MITIGATION GRANT PROCESS.
  ALL VOTING YES. (SEE ATTACHED LETTER OF AGREEMENT)
- 7. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY B.E. "SLIM" SPEIGHTS TO TABLE ACTION OF CONTRACT FOR PROFESSIONAL SERVICES RELATED TO THE RECOVERY OF POSSIBLE FEES FORWARDED TO STATE. ALL VOTING YES.
- 8. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE OF INTERLOCAL CONTRACT BETWEEN POLK COUNTY AND CORRIGAN/CAMDEN SCHOOL DISTRICT FOR ASSESSMENT AND COLLECTION OF AD VALOREM TAXES.
  ALL VOTING YES. (SEE ATTACHED COPY)
- 9. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO SET SALARIES & ALLOWANCES FOR ELECTED COUNTY AND PRECINCT OFFICIALS FOR FY 1996. (SEE ATTACHED) ALL VOTING YES.
- 10. MOTIONED BY R.R "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO SCHEDULE PUBLIC HEARING ON FY 1996 BUDGET FOR SEPTEMBER 18, 1995 AT 9:00 AM, COMMISSIONERS COURTROOM, 3rd FLOOR, POLK COUNTY COURTHOUSE. ALL VOTING YES.
- 11. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE RESOLUTION DESIGNATING POLLING PLACE (BOX#6) CHANGE FROM ONALASKA CITY HALL TO POLK COUNTY SUB-COURTHOUSE IN ONALASKA, TEXAS.
  ALL VOTING YES. (SEE ATTACHED COPY)
- 12. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE OFFER TO PURCHASE 220-ACRES REAL PROPERTY FROM CHAMPION INTERNATIONAL CORP, AND AUTHORIZE JUDGE THOMPSON TO SIGN ON BEHALF OF THE COUNTY.
  ALL VOTING YES.

13. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE PAYMENT OF THE BILLS (BY SCHEDULE), PLUS ADDENDUM.
ALL VOTING YES. (SEE ATTACHED)
DATE AMOUNT CHECK NUMBERS

	12100111	- CHECK NOIDENS
8-29-95	\$ 11,611.66	110460-110490
8-30-95	46,328 35	110491-110496
9-1-95	359.00	110497
9-6-95	100,651.02	110498-110625
9-7-95	35,616.68	110626-110793
9-8-95	165,787 27	110794-110804

- 14. A. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE PERSONNEL ACTION FORMS.
  ALL VOTING YES.
  - B MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS APPROVE UPDATE OF JOB DESCRIPTIONS FOR MAINTENANCE AND CUSTODIAL PERSONNEL.
    ALL VOTING YES.
- 15. MOTIONED BY BOBBY SMITH, SECONDED BY R R "DICK" HUBERT TO APPROVE THE HISTORICAL COMMITTEE APPOINTMENTS OF BRENT ALEXANDER AND RAY CLAMON. ALL VOTING YES.
- 16. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ADJOURN COURT THIS 11th DAY OF SEPTEMBER, AT 11:00 AM.
  ALL VOTING YES.

JOHN THOMPSON, COUNTY JUDGE

Moupour

ATTEST

BARBARA MIDDLETON, COUNTY CLERK

POLK COUNTY CHAPTER AMERICAN RED CROSS 110 WEST CHURCE ST LIVINGSTON, TX 77351

Recap of services provided to citizens of Polk County during Fiscal Year ending 6/30/95.

Local disasters (single family fires) totally funded & administered by local chapter: 20 fires-\$10,585.

Local disasters funded by National Red Cross & administered by \$ 1,345 local chapter: 1 Apt.House fire \$27,400 1 Windstorm 4 Single family fires \$ 3,989

Nationally declared disasters funded & administered by National Red Cross with assistance from local chapter: 1 Flood- Total expenditures to date for Polk County residents is in excess of \$300,000.

Emergency communications between active duty military personnel and their families in Polk County (most resulting in emergency leave being granted)

39 cases handled leave being granted)

2 Servicemen assisted with emergency travel expenses \$400.

Served as EMS First Responders on 23 incidents in county (accidents, emergency illness)

13	Standard First Aid classes	94	participants
	Community First Aid and Safety classes	174	•
	Adult CPR classes	43	
	Community CPR classes	134	•
2	CPR for Professional Rescuer classes	16	•
	Preventing Disease Transmission classes	58	•
	Oxygen Administration classes	40	•

Our local chapter sponsored the following classes at the City of Livingston Swimming Pool: 25 participants

2 Lifeguard Training class

565 55 Learn to Swim classes (all levels)

We currently have: 20 CPR/First Aid Instructors 1 Lifeguard Instructor

12 Water Safety Instructors We have participated in 6 Health Fairs around the County and have set up and staffed 3 First Aid Stations at different functions. Currently, we have 135 registered volunteers, including:

1 Physician

4 Registered Nurses

5 EMS personnel (various skill levels)

3 Volunteers who are registered as National Red Cross Disaster Volunteers.



Southwest Regional Office 1515 South Sylvania, Suite #101 Ft. Worth, TX 76111 Tel (817) 390-9515 Fax. (817) 390-9514

August 25, 1995

Dr Frederick Phillips, Chapter Chairman Dick Cooley, Chapter Manager Polk County Chapter AMERICAN RED CROSS P O Box 1112 Livingston, TX 77351

Dear Fred and Dick,

It is our pleasure to inform you that your chapter has been recommended for rechartering by the Southwest Regional Committee. Our recommendation has been forwarded to the Senior Vice President, Chapter Services, for review and consideration by the Board of Governors at its October 1995 meeting. While we expect our recommendation will be approved, as you know, only the Board of Governors has the authority to grant chapter charters. Hence, they will confirm the final determination regarding your rechartering status. Following their October meeting, you will receive notification of their decision.

We want to congratulate you and your leadership for successfully pursuing chapter rechartering. Rechartering is an historical process of which we can all be proud. Meeting the rechartering criteria indicates true service dedication on the part of chapters and service delivery team. Congratulations and thank you for meeting these criteria in your community.

As you have met rechartering criteria, we encourage your revised and energetic focus now on achieving the Standards of Excellence for local service delivery units, and on actively participating in your State Service Council activities

Polk County, TX August 25, 1995 Page 2

The verification of service delivery achieved through rechartering, well positions the American Red Cross to enter the 21st century as a primary humanitarian organization. Your continued work is critical to your residents. Thank you for providing services locally and being part of our American Red Cross team.

Sincerely,

Margaret H James
Regional Executive Officer

cc B Inman, FSM J Schenck, FSC

T Herring, TX SSC Chairman

J McDivitt, TX SSC Vice-Chairman



AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMMUNITY DEVELOPMENT FUND (DISASTER RELIEF), AND AUTHORIZING THE COUNTY JUDGE, AS CHIEF ELECTED OFFICIAL OF POLK COUNTY, TO ACT AS AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, The Commissioners Court of Polk County desires to develop a viable rural community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income, and

WHEREAS, certain conditions exist which represent a threat to the public health and safety, and

WHEREAS, it is necessary and in the best interest of Polk County to apply for funding under the 1994/95 Texas Community Development Program,

#### THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF POLK COUNTY,

- That a Texas Community Development Program application for Disaster Relief/Urgent Need funding is hereby authorized to be filed on behalf of the County with the Texas Department of Housing and Community Affairs
- That the County's application be placed in consideration for funding under <u>Disaster</u> Relief/Urgent Need Fund.
- That the application be made for \$67,725 00 of grant funds to provide the County's 25% match for the Section 404 Hazard Mitigation Grant received from FEMA
- That the Commissioners Court directs and designates the County Judge, as the County's Chief Elected Official and Authorized Representative, to act in all matters in connection with this application and the County's participation in the Texas Community Development Program.

In witness thereof, I have hereunto set my hand and affixed by official seal this 11th day of September, 1995

John P. Thompson
County Judge, Polk County, Texas

ATTEST

Barbara Middleton, County Clerk

Real Estate Services

Appraisers - Consultants

1047 Ashe Street, Davidsonville, Vlaryland 21035

41 PAUE 817 VOL Telephone (410) 974-8944

Fax (410) 974-8944

August 28, 1995

John Thompson County Judge Polk County Courthouse Livingston, TX 77351

Dear Judge Thompson

We are submitting herewith a proposal for assisting Polk County, Texas in the acquisition of sixteen (16) flooded properties in connection with a Grant funded under Section 404 from the Federal Emergency Management Agency

Enclosed are work statements for each of the tasks for which we will provide assistance These are (1) Contracting for Appraisals, (2) Contracting for Title Company Services, (3) Review (1) Contracting for and oversight of Title Company activities, (4) Review of Appraisals and Development of Data for Compensation, (5) Preparation of Determination of Compensation and Offer to Sell Real Property, (6) Negotiation, (7) Preparation of Deeds, (8) Oversicht and Coordination of Settlements, and, (9) Preparation and Maintenance of Hard Copy Case File

The costs for these tasks are as follows

- Title Commitment, Closing Services and Title Insurance (Subcontract) \$600 00 per parcel (est )
  Review and oversight of Title Company activities \$70 00 per
- (2) (3)
- Development of Data for Compensation (4) Preparation of Determination of Compensation and Offer to Sell \$70 00 per parcel
- (6) (7)
- Real Property \$70 00 per parcel
  Negotiation of Deeds \$70 00 per parcel
  Preparation of Deeds \$70 00 per parcel
  Oversight and Coordination of Settlements, \$35 00 per parcel
  Preparation and maintenance of hard copy case file \$70 00 (8)

We will contract for title services on behalf of the County and will be responsible for overseeing the title company to ensure that they meet the requirements of the Grant We will obtain information on each parcel relating to deductions from Fai: Market Value, if any, from the State of Texas or from the Federal Emergency Management Agency, as appropriate

\* De altached note dated 8/28/95 - \$7,0400 Title Co fees

The above task listing does not include contracting for appraisals because it is my understanding that you will provide me with County estimates of value to be used in making offers

It is my understanding that the County will provide space and necessary equipment for the on-site work in connection with the project. The above costs include all direct costs, overhead, profit, travel, and other miscellaneous costs.

This proposal, when accepted by the County will constitute the contract for services Payment will be made by the County upon approval by the County of an invoice for services from the Contractor as each Task or group of Tasks are performed

I appreciate the opportunity to be of assistance and look forward to working with your staff on this important project

Sincerely

Donald R Ward Project Manager

Proposal Accepted

olk County

#### TASK 1 - Review and Oversight of Title Company Activities

The Contractor will ensure that the County's contract Title Company activities are performed in a timely manner and in accordance with the terms of the contract. The Contractor will review Title Search and Title Insurance Commitments to ensure that they meet the requirements of the contract with the County. If problems are encountered, the Contractor will seek resolution from the Title Company and/or County

TASK 2 - Development of data for determining compensation

The appraisal report prepared by the County's contract appraiser and the certification from the County's review appraiser will be provided. The Contractor will analyzed this material to extract the needed information for the prepare the Statement of Determination of Compensation and Offer to Sell Real Property Also, information provided by the County regarding deductions from Fair Market Value will be reviewed and appropriate adjustments made

TASK 3 - Preparation of Determination of Compensation and Offer to Sell Real Property

Utilizing the data developed or obtained in Task 2, the Contractor will prepare the following documents (1) Letter to each parcel owner explaining the acquisition process and their rights and options, to be signed by the County, (2) a Statement of Determination of Compensation for each parcel to be signed by the County, and, (3) an Offer to Sell Real Property agreement for each parcel Should a property owner challenge the Determination of Compensation and obtain their own appraisal, the Contractor will review owners appraisal and a revised Offer to Sell will be prepared as appropriate The review and preparation of revised offers will be billed for each parcel as appropriate under this task

#### TASK 4 - Negotiation

Each parcel owner will be scheduled for a personal meeting at which time the Letter explaining the acquisition process and the owner's rights and options will be reviewed by the Contractor. The Statement of Determination of Compensation and Offer to Sell Real Property will be explained and presented to each parcel owner by the Contractor. The meetings will be conducted in facilities provided by the County

TASK 5 - Preparation of Deeds The Contractor will prepare a Deed or Easement as appropriate prepared for each parcel in a form that meets the requirements of the FEMA Section 404 program that will be suitable for recording in Monroe County, IL. This Deed or Easement

will recite the true consideration to be paid, will identify the interest in the land to be acquired and will include appropriate deed restrictions as directed by the County

TASK 6 - Oversight and coordination of settlements The title company under contract with the County will be responsible for scheduling closing with each parcel owner and for the preparation of all documents necessary for closing These activities will be monitored to ensure that they are performed in a timely manner and that all matters are properly coordinated. A listing will be prepared and provided to the County prior to each closing which identifies the amount needed for disbursement by the title company at the closing. The listing will identity each parcel by parcel number, owner name, address of property and amount of compensation. The County will be advised to deposit the needed funds in the Title Company escrow prior to closing.

TASK 7 - Preparation and maintenance of hard copy case file A hard copy case file for each parcel purchased will be prepared and submitted to the County This file will contain at a minimum, the application package from the owner, a copy of the appraisal, copy of the Letter, Determination of Compensation, Offer to Sell and any revisions thereto, a copy of the final title insurance policy and a copy of the recorded Deed or Easement

Real Estate Services

Appraisers - Consultants

1047 Ashe Street, Davidsonville Vlarvland 21035

VOL 41 PALE 821

Telephone (410) 974-8944

Fax (410) 974-3944

8 28-95

John Mc Rowell.

Based on The solumated purchase pure

per parcel The total Title Insurance

per parcel the total Title Insurance

Premium for The 16 parcels will be \$5,280.00

The title company well also charge \$60.00

per parcel for closing, \$35.00 per parcel

for Tax Certificates and about 25.00 per

parcel for recording + copy charges. That

well bring the total Title company free to

\$7,040.00

Also, please send me some Polk County fetterlead

also, please send me some Polk County fellisted and a sample format for the Judge's signature of 9-1-95 Don Way

#### CONTRACT FOR THE ASSESSMENT AND COLLECTION OF AD VALOREM TAXES

THE STATE OF TEXAS §
COUNTY OF POLK §

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 26, and the Interlocal Cooperation Act, Article 4413(32c), Vernon's Ann Texas Civil Statutes, as amended, authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the county to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

## VOL 41 PAGE 824

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows

I

Under the provisions of Article 4413(32c), Vernon's Ann Texas Civil
Statutes, as amended, and Section 6 24, Texas Property Tax Code, the County,
through its duly elected tax assessor-collector, shall serve as tax assessor MAS
and collector for the District for ad valorem tax purposes beginning on October

+, 1995, and continuing each year thereafter as herein provided The County
agrees to perform for the District all necessary duties as authorized and
required by law, and the District does hereby expressly authorize the County,
through its duly elected tax assessor-collector, to do and perform all acts
necessary and proper to assess and collect taxes for the District, including
the collection of all delinquent taxes owing to said District

ΙI

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School District, and the City, if applicable The statements shall be mailed on October 1 of each year or as soon thereafter as practicable. The County shall also provide monthly collection reports to the District, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and

regulations the County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the District full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the District informed of all financial information affecting the District

III

Upon execution of this agreement, the District agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records deemed necessary by the County in performing its duties All original records and information shall be delivered to the County by the date specified in paragraph I above

I۷

The District hereby authorizes the County to contract on the District's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code The District further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

٧.

The District shall pay no costs to the County for collection the District's taxes for the 1995 tax year and each year thereafter that this agreement remains in effect unless the County incurs such costs

VOL

The District acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return them to the tax roll, the District agrees to allow the County, at its discretion, to sell such properties for a sum which may be less than the taxes owed or below the fair market value

#### VII

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the District A copy of the audit results shall be furnished to the County

#### IIIV

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, such bond to be conditioned on the faithful performance of his lawful duties, payable to the District and in such amount as determined by the governing body of the District The premium for any such bond required by the District shall be paid by the District

IX

The County agrees to make payments of taxes collected into such depositories as selected by the District, or, at the option of the District, to make such payments directly to the District Such payments with respect to current-year taxes shall be remitted to the District or the District's depository bank on a daily basis during peak collection periods With respect to delinquent taxes collected, payments shall be made on a weekly basis

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the District to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date

XI

Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction

XII

Upon termination of this contract for any reason including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District

#### IIIX

The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District

This agreement supersedes any and all agreements heretofore executed by the CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT and those by and between the County and the District relative to the collection of taxes

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on <u>September 11</u> 1995

COUNTY OF POLK

County Judge

**ATTEST** 

**APPROVED** 

Barbara Middleton, County Clerk

Tax Assessor and Collector

CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT

ATTEST.



#### OF THE POLK COUNTY COMMISSIONERS COURT

Setting salaries, personal expenses and allowances of Elected County and Precinct Officers

WHEREAS, On this 11th day of September at 10 00 a m, The Commissioners Court of Polk County, Texas met in a properly called and posted meeting in the County Courthouse, with the County Judge and all Commissioners present and voting, pursuant to statutory notice hereby sets the salaries, personal expenses and allowances of elected County and Precinct Officers who are paid wholly from County funds, as required under Local Government Code, Chapter 152, Section 152 011 through 152 013

WHEREAS, upon a motion duly made and seconded, this resolution setting the aforementioned compensations for the 1996 Budget year was passed unanimously and adopted as follows,

Officer	Annual Salary	Other
	\$ 35,089 24	\$9,450 00 (Personal vehicle allowance)
John P Thompson (Juvenile Board)	3,000 00	
Cheryl (Henry) Tamez, County Treasurer	30,416 40	
Barbara Middleton, County Clerk	30,416 40	
Mary Placker, Justice of the Peace, Pct 1	21,053 34	\$5,400 00 (Personal vehicle allowance)
David Johnson Justice of the Peace, Pct 2	21,053 34	\$5,400 00 (Personal vehicle allowance)
Harvey Stamper, Justice of the Peace, Pct 3	21,053 34	\$ 375 00 (Personal vehicle allowance)
Howard Lilley, Justice of the Peace, Pct 4	21,053 34	\$5,400 00 (Personal vehicle allowance)
Stephen Phillips County Court at Law Judge	84,217 00	
Nell Lowe, District Clerk	30,416 40	
Billy Ray Nelson, Sheriff	30,416 40	
Marion A "Bid" Smith, Tax Assessor/Collector	30,416 40	County vehicle
B E Slim" Speights, Commissioner, Pct 1	30,416 40	\$8 900 00 (Personal vehicle allowance)
Bobby Smith, Commissioner, Pct 2	30,416 40	\$8,900 00 (Personal vehicle allowance)
James J 'Buddy' Purvis, Commissioner, Pct 3	30,416 40	\$8,900 00 (Personal vehicle allowance)
R R "Dick" Hubert, Commissioner, Pct 4	30,416 40	\$8,900 00 (Personal vehicle allowance)
John Holt, Constable, Pct 1		\$1,000 00 (documented travel & equipment)
Jim A Vail, Constable, Pct 2		\$1,000 00 (documented travel & equipment)
Ray Myers, Constable, Pct 3		\$1,000 00 (documented travel & equipment)
Marvin Taylor, Constable, Pct 4		\$1,000 00 (documented travel & equipment)

ORDERED this 11th day of September, 1995

John P. Thompson
County Judge, Polk County, Texas

Survey Clade



## AUTHORIZING A CHANGE IN THE POLLING PLACE LOCATION FOR POLK COUNTY ELECTION PRECINCT #6 - ONALASKA, TEXAS

WHEREAS, On this 11th day of September at 10 00 a m, The Commissioners Court of Polk County, Texas met in a properly called and posted meeting in the County Courthouse, with the County Judge and all Commissioners present and voting, pursuant to statutory notice and call and after having given and posted the required public notice for more than seventy two hours prior to said meeting, as required by the Texas Open Meetings Law, for the announced purpose of adopting a resolution pertaining to a change in the polling location of Polk County Election Precinct #6 in Onalaska, Texas, and

WHEREAS, upon a motion duly made and seconded, this resolution ordering the County Election Precinct #6 Polling place change was passed unanimously and adopted

THEREFORE, BE IT RESOLVED, That the Commissioner Court of Polk County, Texas, subject to the final approval of the Attorney General, Civil Rights Division, Department of Justice, Washington, D C, orders the following change in location of the County Election Precinct #6 polling place in Onalaska, Texas (as shown on the map attached as exhibit "A"),

#### FORMER LOCATION - Onalaska City Hali

NEW LOCATION -Polk County Sub-Courthouse - Onalaska, Texas

with said change effective on October 1, 1995 and used for any and all voting purposes in the November 7, 1995 Constitutional Amendment Election as would have applied to the former Election Precinct #6 polling place. The Commissioners Court hereby submits said change for approval to the Attorney General, Civil Rights Division, Department of Justice, Washington, D.C., for preclearance under Section 5 of the Voting Rights Act of 1965, as amended

In support of the aforementioned change, the former location was selected prior to the existence of a County Sub-Courthouse within the boundaries of the subject Election Precinct. With the Sub-Courthouse now in existence, this change in the polling place location offers a more suitable and convenient location for the Voters of County Election Precinct #6 Be it also noted that this polling place location change does not, in any way, effect the voting strength of the subject Election Precinct and has no negative impact on any minority population. Additionally, this change will not effect the use of the language of any language minority group in the electoral process.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal this 11th day of September, 1995

John P Thompson

County Judge, Polk County, Texas

ALLEGIA

Barbara Middleton, County Clerk



Civil Rights Division

DLP GS KJA tlb DJ 166-012-3 95-3011

Voting Section PO. Box 66128 Washington D.C. 20035-6/28

November 9, 1995

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

Dear Judge Thompson

This refers to the polling place change (Precinct No 6) for Polk County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U S C 1973c We received your submission on September 14, 1995

The Attorney General does not interpose any objection to the specified change However, we note that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the change See the Procedures for the Administration of Section 5 (28 C F R 51 41)

Sincerely,

Deval L Patrick Assistant Attorney General Civil Rights Division

In Much

Elizabeth Johnson
Acting Chief, Voting Section

RECEIVED NOV 1 3 1995

Timberlands Highway 190 East P O Box 191 Huntsville Texas 77342 0191 409 391 3381



DUPLICATE ORIGINAL

October 24, 1995

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

Dear Judge Thompson

This letter is written for the sole purpose of setting forth the terms under which a proposed land sale by Champion International Corporation (Champion) to you County of Polk (Polk County) will be submitted to Corporate officials for consideration and approval

The terms of the proposal are as follows

- Champion will convey a tract of land containing 220 00 acres, more or less, situated in the Wm Johns survey, A-39, Polk County, Texas. Exact acreage will be determined by survey
- 2. Polk County will pay Champion at the rate of \$693.18 per acre for the tract or \$152,500.00 Buyer agrees to cooperate with Champion so that this transaction qualifies as a tax-free like-kind exchange under Section 1031 of the Internal Revenue Code To accomplish that result, Champion may assign its rights and delegate its duties under this Agreement to an accommodator, such as the National 1031 Exchange Corporation, so that the accommodator can act as a qualified intermediary under the Code. In that event, Buyer shall execute a Novation or Assignment Agreement with Champion and the Accommodator Champion will be responsible for all fees and expenses of the Accommodator Buyer shall bear no liability if this transaction fails to qualify as a tax-free exchange.
- 3. Champion will convey by Special Warranty Deed.
- 4. Only surface will be conveyed and Champion will reserve all merchantable timber on the 220.00 acre tract and Champion will have 12 months to remove the reserved timber.
- 5. Champion will furnish a title policies.

- Surveying costs will be the responsibility of Champion.
- Deed preparation will be the responsibility of Champion.
- Taxes for 1995 will be paid by Champion.
- Buyer and its agents shall have access to the Property for the purposes of inspection, surveying and other field activities necessary for site planning and Buyer agrees to indemnify, defend and hold Champion harmless for any damage to the property or claims by third parties of Buyer arising out of the exercise of its right to access

\_ DATE:\_

Please indicate your understanding and acceptance of the above terms by signing in the space provided below and return one duplicate original to me in the enclosed addressed envelope

Very truly yours,

Manager - Land Administration

B/R

enclosure

APPROVED AND ACCEPTED

CHAMPION INTERNATIONAL CORPORATION

Вy

ACCEPTED

John Thompson

County Judge County of Polk, Texas

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#### Job Description. MAINTENANCE ENGINEER

CLASS NO 800

**EEOC CATEGORY** Paraprofessional

PAY GROUP 18

FLSA Exempt

#### **SUMMARY OF POSITION**

Develop and administer programs to maintain buildings and equipment in accordance with regulations and administrative guidelines, maintain buildings and facilities in efficient and workable condition relative to heat, light, power, air conditioning, plumbing and other broad environmental factors, direct the repair, reconstruction and construction of physical buildings and contents, administer a preventive maintenance program to facilitate uninterrupted service and to assure safe conditions for employees

#### **ORGANIZATIONAL RELATIONSHIPS**

- 1 Reports to County Judge
- 2 Directs Custodial/ Building Maintenance Staff, as needed
- 3 Other Has contact with other county employees, vendors, and occasionally with the general public

#### **EXAMPLES OF WORK**

Essential Duties\*

Oversee, perform and direct the maintenance of County buildings and equipment

Establish and administer an effective preventive maintenance program

Analyze costs and work schedules, set appropriate priorities, expedite operations and repairs

Participate in the planning and execution of facility renovation projects. Coordinate with contractors from bid process through project acceptance

Direct the utilities management program in an efficient and cost-effective manner Promote energy conservation, conduct energy audits. Assure reliability of back up systems

Develop standards of performance and assign responsibilities to staff, assure accountability

Effectively project to administration any departmental needs (eg equipment, renovations, etc.)

Develop and maintain effective departmental policies and procedures which meet regulatory requirements and Health & Safety standards, assure staff compliance with these policies and procedures. Promote safe work environment

<sup>\*</sup> for the purpose of compliance with the Americans With Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

#### CLASS NO 800 (Continued)

Maintain appropriate departmental records and files in a neat, orderly and a professional manner

Keep County Judge informed on Departmental activity, provide timely and accurate reports and updates

Effectively prepare annual operational and capital equipment budgets, implement departmental activities within approved budget guidelines

Establish departmental performance benchmarks and key indicators, continually analyze budget performance and variances, make appropriate adjustments and report to County Judge

Actively participate in interdepartmental programs and committees, provide sound input

Seek self improvement and continued professional development

Ensure that administrative personnel actions are completed in a timely and professional manner

Maintain confidentiality

Perform other duties as assigned

#### REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of skills, techniques and equipment used in general maintenance activities, including, but limited to, minor electrical repair and installation, plumbing repair and installation, HVAC repair and preventive maintenance and structural repair of buildings

Ability to prepare and maintain work schedules for employees assigned to different locations, supervise and motivate employees in unskilled or semi-skilled positions, evaluate the need for various repairs and maintenance, apply good judgement to varied problems, prepare listings for inventory and ordering supplies prepare records and reports, understand and communicate to others written and oral instructions, and establish and maintain effective working relationships with personnel from all county departments vendors, and the general public

#### **ACCEPTABLE EXPERIENCE AND TRAINING**

High school graduation, or its equivalent, plus five years related experience, two of which included supervisory duties,

or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities

#### **CERTIFICATES AND LICENSES REQUIRED**

Valid Texas Drivers License

\* for the purpose of compliance with the Americans With Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

#### Job Description, CUSTODIAL DIRECTOR

CLASS NO 801

**EEOC CATEGORY** Service-Maintenance

PAY GROUP 11

FLSA Nonexempt

#### **SUMMARY OF POSITION**

Coordinates oversees, and performs custodial maintenance and cleaning of county facilities. Duties include varied general custodial services and groundskeeping, supervision of subordinate employees, upkeep and restocking of custodial supplies inventory, and involvement in coordination of JTPA summer youth and other programs.

#### ORGANIZATIONAL RELATIONSHIPS

- 1 Reports to County Judge
- 2 Directs Custodial/Maintenance Worker and Groundskeeper
- 3 Other Has contact with other county employees, vendors, and occasionally with the general public

#### **EXAMPLES OF WORK**

#### Essential Duties\*

Oversees and/or performs custodial maintenance of county facilities, including, but not limited to, the County Courthouse, Tax Office and groundskeeping on the Dunbar Complex,

Interviews, selects, supervises, evaluates, and trains subordinate personnel,

Prepares work schedules for Groundskeeper and Custodial/ Maintenance Worker, and directs daily work of same,

Supervises JTPA summer youth program,

Maintains inventory of custodial supplies, and purchases necessary supplies and equipment through approved County purchasing process

Mops, sweeps, vacuums and waxes floors,

Cleans and sanitizes restrooms,

Performs various groundskeeping duties, including mowing, pruning, and edging,

Prepares reports and documentation as necessary, and

\* for the purpose of compliance with the Americans With Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

### VOI 41 PAGE 846

CLASS NO 801 (Continued)

May assist Maintenance Engineer, as requested

Other Important Duties\*

Performs such other duties as may be assigned

#### REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of techniques and equipment used in general custodial, and groundskeeping work, budgeting and performance procedures

Ability to prepare and maintain work schedules for employees assigned to different locations, supervise and motivate employees in unskilled positions, prepare listings for inventory and ordering supplies, prepare records and reports as required, understand and communicate to others written and oral instructions and establish and maintain effective working relationships with personnel from all county departments, vendors, and the general public

#### **ACCEPTABLE EXPERIENCE AND TRAINING**

High school graduation, or its equivalent, plus five years related experience, two of which included supervisory duties,

or sufficient education to read and write plus six years related experience, two of which included supervisory duties

or any equivalent combination of experience and training which provides the required knowledge, skills and abilities

#### **CERTIFICATES AND LICENSES REQUIRED**

Valid Texas Driver's License

<sup>\*</sup> for the purpose of compliance with the Americans With Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

#### Job Description, CUSTODIAL/MAINTENANCE WORKER

CLASS NO 803

**EEOC CATEGORY** Service-Maintenance

PAY GROUP 5

FLSA Nonexempt

#### **SUMMARY OF POSITION**

Performs manual and machine-assisted tasks in cleaning and maintaining the interior and exterior of the county offices and the grounds surrounding county buildings

#### **ORGANIZATIONAL RELATIONSHIPS**

- 1 Reports to Custodial Director
- 2 Directs This is a non-supervisory position
- 3 Other Has contact with county personnel and may have contact with the general public

#### **EXAMPLES OF WORK**

**Essential Duties\*** 

Operates a vacuum cleaner and hand cleaning apparatus,

Cleans and dusts windows, walls, doors, floors (including removing spots from carpets), water fountains, and furniture,

Cleans restrooms and replaces paper products,

Cleans, strips, waxes, and polishes floors as needed and instructed,

Empties and cleans waste receptacles and properly disposes of trash,

Mows and trims grass,

Sweeps, cleans, and mops interior areas of buildings and/or sidewalk and curb areas around building,

Picks up trash on or around the grounds and parking areas of the courthouse and disposes of it appropriately,

Trims trees and bushes and rakes leaves as needed, properly disposing of trimmings,

Utilizes power and hand-operated equipment;

Opens and closes courthouse daily,

\* for the purpose of compliance with the Americans With Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.

## VOL 41 PAGE 848

#### CLASS NO 803 (Continued)

Waters lawn areas sufficiently to keep them in good condition,

Plants flowers and weeds flower bed areas as needed,

Checks buildings for damage and unauthorized entry, and

Other Important Duties\*

May perform minor carpentry work, painting, and plumbing as directed by Maintenance Engineer;

May change and replace air conditioning/heating filters and light buibs as directed by Maintenance Engineer;

May take the mail to the post office after applying appropriate postage, and

Performs such other duties as may be assigned

#### REQUIRED KNOWLEDGE. SKILLS, AND ABILITIES

Skill to operate power and hand-operated equipment used in mowing and trimming

Ability to follow oral and written instructions, learn to use janitonal equipment and supplies and cleaning chemicals, and establish and maintain effective working relationships with other county employees and the general public

#### **ACCEPTABLE EXPERIENCE AND TRAINING**

Sufficient education to be able to read and write in the English language, six months of related experience preferred,

or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities

#### **CERTIFICATES AND LICENSES REQUIRED**

Valid Texas Drivers License

<sup>\*</sup> for the purpose of compliance with the Americans With Disabilities Act (ADA)

This job description does not take into account potential reasonable accommodations.