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BARBARA I DOLETON
COUNTY CLERK
POLK COUNTY. TEXAS
NOTICE OF MEETING OF THE

COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 72

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Friday December 22, 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 December 18, 1995

Commissioners' Court of Polk County, Texas

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 December 18, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, December 18, 1995

Barbara Middleton, County Clerk

By no Care Veshins



#72

COMMISSIONERS COURT AGENDA

for: MONDAY - DECEMBER 22, 1995 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, December 11, 1995

NEW BUSINESS

- 4 CONSIDER REQUEST FOR AMENDMENTS OF "ORDINANCE REGULATING AND LICENSING COMMERCIAL TRASH HAULERS
- 5 CONSIDER APPROVAL OF TDM EXTENDED MAINTENANCE CONTRACT FOR JAIL DETENTION SYSTEM
- 6 CONSIDER APPROVAL TO LEASE OFFICE/STORAGE SPACE
- 7 CONSIDER APPROVAL TO ADVERTISE FOR THE SALE OF ONE(1) MOBILE HOME & ONE(1) METAL BUILDING LOCATED ON COUNTY TAX FORECLOSURE PROPERTIES
- 8 CONSIDER OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY, MANGUM ESTATES, SEC 1, LOT #1 LOCATED IN PRECINCT #1
- 9 CONSIDER APPROVAL OF RESOLUTION SUPPORTING SOLID WASTE ENFORCEMENT GRANT THROUGH TNRCC
- 10 CONSIDER APPROVAL OF 1996 COUNTY HOLIDAY SCHEDULE AND ANY RELATED RESCHEDULING OF COMMISSIONERS COURT MEETINGS
- 11 CONSIDER ACTION TO SET THE TERMS OF COUNTY COURT, COUNTY COURT AT LAW AND JUSTICE OF THE PEACE COURTS (JANUARY 1 DECEMBER 31, 1996)
- 12 CONSIDER APPOINTMENT OF 1996 SALARY GRIEVANCE COMMITTEE, AS MANDATED BY LOCAL GOVERNMENT CODE, CHAPTER 151, SUBCHAPTER E, SEC 151 015

COMMISSIONERS COURT AGENDA FOR 12/22/95 - PAGE 2

13 CONSIDER APPROVAL TO EXERCISE RENEWAL OPTION OF SAN JACINTO COUNTY LANDFILL SERVICES CONTRACT

CONSENT AGENDA ITEMS

- 14 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 15 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

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



NOTICE OF MEETING ##23AN IN LETON COUNTY TEXAS

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR FRIDAY - DECEMBER 22, 1995 AT 10 00 AM

CORRECT ITEM #8. TO READ,

8. CONSIDER OFFER TO PURCHASE COUNTY OWNED PROPERTY, MANGUM ESTATES, SEC 1, LOT 61 (PREVIOUSLY OFFERED IN AUCTION AND RECEIVING NO BID)

Posted on December 20, 1995, 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 December 20, 1995, 1995 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated December 20, 1995, 1995

Barbara Middleton, County Clerk

STATE OF TEXAS }

COUNTY OF POLK }

DATE DECEMBER 22, 1995 REGULAR CALLED MEETING ALL PRESENT

BE IT REMEMBERED ON THIS THE <u>22nd</u> DAY OF <u>DECEMBER</u>, 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: NONE
- 2. INFORMATIONAL REPORTS: NONE
- 3. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE THE MINUTES FOR MEETING OF DECEMBER 11, 1995. ALL VOTING YES.
- 4. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE THE REQUEST FOR AMENDMENTS OF "ORDINANCE REGULATING AND LICENSING COMMERCIAL TRASH HAULERS, EXHIBITS A & B". ALL VOTING YES. (SEE ATTACHED)
- 5. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH FOR APPROVAL OF TDM EXTENDED MAINTENANCE CONTRACT FOR JAIL DETENTION SYSTEM ALL VOTING YES. (SEE ATTACHED)
- 6. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE LEASE OFFICE/STORAGE SPACE FROM SEPCO, INC. (FORMERLY JACKSON'S INDUSTRIAL BLDG) AND APPROVE, JUDGE THOMPSON, TO NEGOTIATE AND FINALIZE THE LEASE CONTRACT.
 ALL VOTING YES.
- 7. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY R.R. "DICK" HUBERT TO TABLE ITEM #7.
 ALL VOTING YES.
- 8. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO APPROVE THE OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY, IN MANGUM ESTATES, LOT# 61, SEC. 1, IN PCT#1. ALL VOTING YES.
- 9. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE THE RESOLUTION SUPPORTING SOLID WASTE ENFORCEMENT GRANT THROUGH TNRCC.
 ALL VOTING YES. (SEE ATTACHED)

- 10.MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE THE 1996-HOLIDAY SCHEDULE AS SUBMITTED. ALL VOTING YES. (SEE ATTACHED)
- 11.MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE THE TERMS OF COUNTY COURT, COUNTY COURT AT LAW & JUSTICE OF THE PEACE COURTS, JANUARY 1, 1996 TO DEC. 31, 1996. ALL VOTING YES.
- 12.MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPOINT 1996 SALARY GRIEVANCE COMMITTEE, AS MANDATED BY LOCAL GOVERNMENT CODE, CHAPTER 151, SUBCHAPTER B, SEC. 151.015, TO BE COMPRISED OF ELECTED OFFICIALS, PLUS (3) NAMES CHOSEN FROM THE GRAND JURY LIST THOSE NAMES WERE DRAWN AS FOLLOWS: MORRIS BULLOCK, RENEE BLACK MASTIN, AND SUSAN JONES ALL VOTING YES.
- 13.MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. BUDDY" PURVIS TO DELETE ITEM#13.
 ALL VOTING YES.
- 14. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY JAMES J. "BUDDY" PURVIS TO PAYMENT OF THE BILLS BY SCHEDULE & ADDENDUM. ALL VOTING YES.

DATE:	AMOUNT:	CHECK NUMBERS:
12-14-95	176,661 34	112816 - 112860
12-19-95	374,014.73	112861 - 113008
12-20-95	18,431.00	113009
12-21-95	5,595.22	113010 - 113034

15.MOTIONED BY B.E "SLIM" SPEIGHTS, SECONDED BY JAMES J. "BUDDY"
PURVIS TO APPROVE PERSONAL ACTION FORMS. (SEE ATTACHED LISTING)
ALL VOTED AS FOLLOWS:

B.E. "SLIM" SPEIGHTS---- YES

BOBBY SMITH----NO

JAMES J. "BUDDY" PURVIS--YES

R R. "DICK" HUBERT----YES

anhara Middleton

MOTION CARRIED.

16.MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ADJOURN COURT, THIS 22nd DAY OF DECEMBER, 1995 AT 10:31 AM. ALL VOTING YES.

JOHN THOMPSON, COUNTY SOUGE

ATTEST:

BARBARA MIDDLETON COUNTY CLERK

Exhibit "A"

APPLICATION FOR PRIVATE WASTE HAULER LICENSE

Applic	ant	Ma	ailing Address		
Physic	al Address (if other than a	City address)			
Teleph	one Number	Dr	nvers License Num	ber	(State)
Compa	any Name (include Addres	s & Phone #, 11	f different from abo	ove)	
Route	Information Highlight rou	ite on attached	County map, inclu-	ding start and stop po	oints (with
estima	ted times at these points),	pick up days ar	nd name of final de	posit landfill	
Statem	ent i			of	
Statem	ent I(Printed name of App	olicant)	(Title)	(Company Na	me)
b c	Will unload all trash collected service that is emptied on a da private property and not in a p Will maintain receipts for a pe Will pick up trash on my route days between pick ups and	nly basis If I cho public right of way riod of one year f e on a regular basi	ose to use a commercial and, from the landfill(s) I use is (to be determined by	al service, containers mu e to unload waste applicant), but not more	st be located on
d e f	Will maintain my vehicle(s) a loss of liquid or solid waste, a Will provide prompt cleanup along my collection route or dwill not store or hold trash or twenty four (24) hours except instance said storage of trash/Will affix my company name letters no smaller than three (2)	nd, of any/all spillage luring transportati waste on my vehi for periods of tim waste will not exc, phone number ar 3) inches, upon iss	of waste caused by my on to an approved land icle(s), trailer(s) proper ne during which the Pol iced forty eight (48) hound waste hauler license suance of my license, as	y collection operation and ifili and, ify, or any other location lk County Landfill is clo- urs number on both sides of nd	d/or occurring for more than sed and in such
e f g h	loss of liquid or solid waste, a Will provide prompt cleanup a long my collection route or of Will not store or hold trash or twenty four (24) hours except instance said storage of trash/ Will affix my company name	nd, of any/all spillage luring transportati waste on my vehi for periods of tim waste will not exc, phone number ar 3) inches, upon iss	of waste caused by my on to an approved land icle(s), trailer(s) proper ne during which the Pol iced forty eight (48) hound waste hauler license suance of my license, as	y collection operation and ifili and, ify, or any other location lk County Landfill is clo- urs number on both sides of nd	d/or occurring for more than sed and in such

NOTE Permit fee shall be \$50.00 annually Applicant will pay for one (1) full year Prior to expiration, license will be considered for renewal Applicant must attach 1) check or money order for Permit Fee, 2) county map with highlighted information requested and 3) \$500.00 surety bond, property bond or irrevocable letter of credit.

RETURN APPLICATION, PERMIT FEE, MAP AND BOND TO

POLK COUNTY REGIONAL WASTE MANAGEMENT CENTER
P O BOX 165
LEGGETT, TEXAS 77350

(Revised 12/22/95)

Exhibit "B"

Grounds Established for Suspending or Revoking a Waste Hauler License

- 1 No more than three convictions for violating any of the provisions of the ordinance or state laws pertaining to Solid Waste and Health & Safety for a period of one year
- 2 If a grievance is filed in a court of law due to the operations of the company
- 3 If three times in period of one year solid waste is proven to be stored in vehicle(s) or on the haulers property for more than 24 hours, [except for weekends from 12 00 p m (noon) Saturday to 7 00 a.m Monday, during which 48 hour period of time the Polk County Landfill is closed]
- 4 Five formal complaints in a period of one year Complaints must be formal complaints signed and dated by a complainta All complaints must be investigated and verified pursuant to the formal complaint
- 5 Vehicle(s) not having insurance or a registration after license has been issued
- 6 If it is proven that solid waste was improperly disposed of in other than a state approved landfill or appropriate commercial collection container

Any of the violations above will be submitted to the board for review to be determined if grounds do exist to have the license suspended or revoked

(Revised 12/22/95)

TERMS AND CONDITIONS

MAINTENANCE AGREEMENT (NOT APPLICABLE TO REDUCED RATE SERVICE CONTRACTS)

- COVERAGE We will furnish service and regular maintenance supplies, (annually quarterly or monthly as noted above), necessary to maintain the proper operating condition of the equipment listed above. The term
- 1 2 LIMITATIONS OF COVERAGE This Agreement includes Labor, Supplies and Travel Expenses for maintenance of equipment ONLY For Service or unscheduled maintenance, refer to Service Agreement section below
- 1 3 TIME OF SERVICE Maintenance will be performed between 8 00 a m and 5 00 p m Monday thru Friday, excluding holidays. After hour or weekend service is available, however additional cost in excess of this Agreement may be incurred
- 1.4 NOTIFICATION Today's Design and Hanufacturing, Inc., will notify you at least twenty four (24) hours in advance of scheduled maintenance

SERVICE AGREEMENT

- COVERAGE This Agreement does not include Labor, Material and/or Travel Expenses necessary to repair equipment. This Agreement does allow you to receive service from Today's Design and Manufacturing. Inc. The rates stated above are good only for the effective term of this the Discount Labor Rates stated above Agreement
- 2 2 DEFINITIONS Following are definitions of the Labor Rates, Travel Expenses and Parts Expense stated above

<u>Travel/Regular</u> Charge for travel time to and from job site for Customers <u>without</u> a Maintenance Agreement, when the next available Service Technician is acceptable

<u>Travel/Emergency</u> Charge for travel time to and from job site for Customers without a Maintenance Agreement, when a Service Technician must be on site within twenty four (24) hours

Travel/Discount Regular Charge for travel time to and from job site for Customers with a Maintenance

Agreement when the next available Service Technician is acceptable <u>Travel/Discount Emergency</u> Charge for travel time to and from job site for Customers with a Maintenance Agreement, when a Service Technician must be on site within twenty four (24) hours

Labor charge for Customers without a Maintenance Agreement, when the next available Service Regular Technician is acceptable

Emergency Labor charge for Customers without a Maintenance Agreement, when a Service Technician must be on site within twenty four (24) hours. You will be billed for a maximum of sixteen (16) hours of Emergency Labor per service call, any hours required after that will be billed at the Regular Labor rate

<u>Discount Regular</u> Labor charge for Customers with a Maintenance Agreement, when the next available Service Technician is acceptable

Discount Emergency Labor charge for Customers with a Maintenance Agreement, when a Service Technician must be on site within twenty four (24) hours. You will be billed for a maximum of sixteen (16) hours of Emergency Labor per service call, any hours required after that will be billed at the Discount Regular Labor rate

Auto Travel Charge for necessary travel by automobile This charge is in addition to any Auto Rental expense

Hotel Charge for per diem Hotel/Motel expenses

Meals Charge for per diem Heal expenses

Auto Rental Charge for Auto Rental expenses, if required This charge is in addition to any Auto Travet expense

Airfare Charge for Airfare expenses, if required Normal charge for airfare is for Coach class, however, if Coach class is not available for Emergency Travel, whatever class is available will used and billed

Parts Parts and supplies necessary for repair

- Freight expense for delivery of repair parts and/or shipping of equipment, if necessary, to another location/s for repair
- 2 3 PLACE FOR SERVICE Service will be provided at the location of the Equipment unless the Service Technician determines repairs can be performed more efficiently elsewhere
- Parts used to repair Equipment, will be new unless mutually agreed to by Customer and Service Technician All replacement parts will be warranted solely by their manufacturer, and in no way will Today's Design and Manufacturing, Inc. warrant any replacement parts

WOL. 41 PAGE 1004

CANCELLATION

- 3 1 CANCELLATION BY CUSTOMER This Agreement may be cancelled at any time by the Customer A refund for the unused term of this Agreement will be refunded to the Customer, less any unpeid Service Call Invoice/s, cost incurred by Today's Dasign and Manufacturing, Inc. for parts or materials held in stock for the Equipment covered under this Agreement, and/or a twenty five (25) percent cancellation charge
- 3 2 CANCELLATION BY TODAY'S DESIGN AND MANUFACTURING, INC This Agreement may be cancelled by Today's Design and Manufacturing, Inc for any of the reasons listed in 3 3 "JUST CAUSE FOR CANCELLATION" If Today's Design and Manufacturing, Inc cancels this Agreement, a refund for the unused term of this Agreement will be refunded to the Customer, less any unpaid Service Call Invoice/s, cost incurred by Today's Design and Manufacturing, Inc for parts or materials held in stock for the Equipment covered under this Agreement, and/or a twenty five (25) percent cancellation charge
- 3 3 JUST CAUSE FOR CANCELLATION Following are reasons for cancellation of this Agreement by Today's Design and Manufacturing, Inc This list is representative and not all inclusive
 - A Repairs maintenance and/or modification to equipment covered under this Agreement by 3rd parties
 - B Repairs and/or modification to equipment covered under this Agreement by the Customer
 - C Non payment or late payment of Service Call invoice/s
 - D Failure to abide by the Terms and Condition of this Agreement

LIMITATION OF LIABILITY.

4.1 Today's Design and Manufacturing, Inc. is not Liable for any incidental or consequential damages, including, but not limited to Personnel, Property damage, lost time, loss of use of a covered product, or any other damages resulting form the breakdown or failure of a serviced product or from delays in servicing or the inability to render service on the covered equipment

SERVICE CALL PAYMENT TERMS.

5 1 Payment due upon receipt of Invoice/s Payments made in excess of ten (10) days after receipt of invoice/s will be considered past due and will incur an interest charge, see 7.1 "AGREEMENT TERMS" below

REPAIR PARTS SHIPPING TERMS

6 1 F O B FACTORY

AGREEMENT TERMS

Acceptance of this Agreement is also acceptance of the following: All payments under the terms of each invoice are due and payable at P O Box 37114, Fort Worth, Tarrant County Texas: It is further agreed that each past due account shall bear interest at 2% per month, 24 per annum or maximum amount allowed by law, and if this contract is placed in the hands of an attorney, it is further agreed the Customer/Purchaser will pay all expenses including court cost, legal and administrative expenses, and attorney fees paid or incurred by TODAY'S DESIGN AND MANUFACTURING, INC. in endeavoring to collect the sums due and owing by the Customer/Purchaser, and that the venue shall be in Tarrant County Texas: IT IS FURTHER UNDERSTOOD THAT IN THE EVENT SELLER DEEMS CUSTOMER/PURCHASER INSECURE OR IF CUSTOMER/PURCHASER DOES NOT MAKE A PAYMENT ON DUE DATE, SELLER HAS THE RIGHT TO ESTABLISH NOTICE ON JOBS, TERMINATE CURRENT AND/OR FUTURE SERVICES SHIPMENT OF MATERIAL AND ACCELERATE ALL BALANCES TO BE PAID IMMEDIATELY. IN THE EVENT INVOICES ARE NOT PAID AS AGREED, CUSTOMER/PURCHASER AGREES THAT SELLER SHALL HAVE RIGHT OF REPOSSESSION OF ANY MATERIAL SOLD BY SELLER LOCATED ON JOB SITE(S) OR IN WAREHOUSE OF CUSTOMER/PURCHASER. Customer/Purchaser further agrees to reimburse Seller for any expenses incurred, including administrative and handling charges, for any Agreement that Customer/Purchaser wishes to cancel

THIS AGREEMENT ENTERED INTO THIS 22ndday of December 1995

THE SIGNATURES BELOW ARE AN ACCEPTANCE TO THE TERMS AND CONDITIONS AS SET FOURTH IN THIS AGREEMENT FURTHERMORE, THE SIGNATURES BELOW ARE ACKNOWLEDGMENT OF RECEIPT TO ANY AND ALL ATTACHMENTS AS NOTED IN THE BODY OF THIS AGREEMENT

******* THIS AGREEMENT IS NON TR	ANSFERABLE AND NON RENEWABLE *******
FOR CUSTOMER/PURCHASER,	FOR SELLER/TODAY'S DESIGN AND MANUFACTURING, INC ,
SIGNATURE	SIGNATURE
John P. Thompson, County Judge	
PRINTED NAME AND TITLE Polk County, Texas	PRINTED NAME AND TITLE

TODAY'S DESIGN AND MANUFACTURING, INC EXTENDED MAINTENANCE/SERVICE AGREEMENT

STOMER INFORMA	ATION		enstable DE	IJIAIJI TUNNMTUKKU	
NAME:	POLI	COUNTY SE	EKIFF 5 DE	PARTMENT (JAIL)	3 N. WASHINGTON INGSTON, TX 77351
CONTRACT A	GENT	JOHN P. THO	OMPSON	TELEPHONE NUMBER:	9) 327-6810
EIN	· · · · · · · ·	COUNTY JUD	<u> </u>	STATE SALES TAX NUMBER	74-60001621
	<u> </u>				
WIPMENT INFOR					
LOCATION C	OF EQUIPME	HT: POLK CO	UNTY LAW E	NFORCEMENT CENT	ER
ADDRESS	173	3 N. WASHI	NGTON LI	VINGSTON, TEXAS	77351
CONTACT	TOMMY	WALKER		TELEPHONE NUMBER	09) 327-6810
				ROL SYSTEM	
					•
					G CONTRACT:
CURRENT C	CONDITION/	PROBLEMS WITH EQU	ILPMENT AND/OR PAR	RTS TO BE EXCLUDED FROM AG	REEMENT
	IF MORE SI	ACE IS REQUIRED,	ADD PAGES AS NEE	DED AND CHECK HERE	NOTING THAT THERE ARE
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1996 - HOLIDAY SCHEDULE - 1996

[New Year's Day (approved in 1995 Schedule) Monday, January 1, 1996] Martin Luther King Day Monday, January 15, 1996 **President's Day** Monday, February 19, 1996 **Good Friday** Friday, April 5, 1996 Monday, May 27, 1996 Memorial Day *Reschedule Commissioners Court to the following Tuesday, May 28, 1996 Independence Day Thursday, July 4, 1996 Monday, September 2, 1996 **Labor Day** Monday, October 14, 1996 Columbus Day *Reschedule Commissioners Court to the following Tuesday, October 15, 1996 Monday, November 11, 1996 **Veterans Day** *Reschedule Commissioners Court to the following Tuesday, November 12,1996 Thursday, November 28, 1996 Thanksgiving . .. Friday, November 29, 1996 Christmas Tuesday, December 24, 1996 Wednesday, December 25, 1996 New Year's Wednesday, January 1, 1997

(Approved by the Polk County Commissioners Court on December 22, 1995)

Polk County Commissioners Court * Third Floor, Polk County Courthouse * Livingston, Texas 77351 * Tel (409)327-6813 Fax:(409)327-6891



RESOLUTION OF

THE POLK COUNTY COMMISSIONERS COURT

WHEREAS, the Polk County Commissioners Court met in a regularly called session on Friday, December 22, 1995, with the following members present to wit, John P Thompson, County Judge, 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

WHEREAS, following the properly posted notice and agenda for said meeting, the County considered the adoption of a Resolution supporting an application for FY 1996 Solid Waste Grant category 2, Local Enforcement for Illegal Dumping funding to the Deep East Texas Council of Governments in cooperation with the Texas Natural Resource Conservation Commission

NOW, THEREFORE, BE IT RESOLVED, that the Court hereby certifies that Polk County will comply with the provisions of the fiscal reimbursement and reporting requirements of the Deep East Texas Council of Governments, the Texas Natural Resource Conservation Commission and the State of Texas, that said grant funds, if received, will be used only for the purposes for which they are provided, and that the proposed project is in compliance with and supports any adopted regional or local solid waste management plan applicable to Polk County (the geographical area covered by the proposed project)

SIGNED AND RESOLVED THIS 22ND DAY OF DECEMBER, 1995.

John P. Thompson
County Judge, Polk County, Texas

BE "Slim" Speights/ Compissioner, 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

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