

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
POLK COUNTY, TEXAS



96 FEB -7 AM 9 17

*Barbara Middleton*  
COUNTY CLERK POLK CO

**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 8**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, February 12, 1996 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 Wednesday, February 7, 1996

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 on Wednesday, February 7, 1996 in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public for at least 72 hours preceding the scheduled time of said meeting and said notice remained so posted at all times and continuously until said meeting

Notice filed, Wednesday, February 7, 1996

Barbara Middleton, County Clerk

By *Barbara Middleton*



# COMMISSIONERS COURT AGENDA

for: MONDAY - FEBRUARY 12, 1996 - 10:00 A M.

## CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, January 22, 1996

FILED AND RECORDED  
 OFFICIAL PUBLIC RECORDS  
 96 FEB - 7 AM 9 18  
 COUNTY CLERK POLK CO

## NEW BUSINESS

- 4 APPROVE RESOLUTION DESIGNATING FEBRUARY AS SCHOOL BOARD RECOGNITION MONTH
- 5 APPROVE (ANNUAL) RESOLUTION SUPPORTING JUVENILE PROBATION GRANT APPLICATION FOR FUNDS TO BE USED FOR POLK COUNTY JUVENILE CRIME PREVENTION PROGRAM
- 6 CONSIDER ACTION TO CLARIFY TERMS OF PRECINCT #2 TIME WARRANT ISSUANCE, (PC-RB2-1996-1 APPROVE 5YR PAYOUT) (PC-RB2-1996-2 VOID, WITH \$15,000 00 TO BE PAID FROM REVENUE OF PCT #2 EQUIPMENT SALES)
- 7 DESIGNATE EARLY & REGULAR VOTING PLACES & HOURS
- 8 CONSIDER APPROVAL OF REPLACEMENT ORDER, CREATING DEEP EAST TEXAS RURAL RAIL TRASPORTATION D'ISTRICT (INCLUDES ADDITIONAL PARTICIPATING COUNTIES AND REPLACES ORDER DATED AUGUST 28, 1995
- 9 CONSIDER APPROVAL OF FIRE ALARM MAINTENANCE CONTRACT FOR JAIL
- 10 RECEIVE INTERNAL AUDIT REPORTS FOR THE OFFICES OF COUNTY CLERK, JUSTICES OF THE PEACE, PRECINCTS 2, 3 & 4
- 11 CONSIDER APPROVAL OF LEASE AGREEMENT FOR RESIDENCE TO BE OCCUPIED BY SHERIFF'S DEPARTMENT PERSONNEL
- 12 CONSIDER APPROVAL OF PETTY CASH FUND FOR EMERGENCY MANAGEMENT DEPARTMENT, PERMIT / INSPECTION DIVISION

- 13 CONSIDER APPROVAL OF RESOLUTION DESIGNATING INDIVIDUALS (2) AUTHORIZED TO ADMINISTER tcdp CONTRACT #715167 (IN CONJUNCTION WITH HAZARD MITIGATION GRANT PROGRAM)
- 14 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #96-01 ITEMS A&B, "SALE AND REMOVAL OF IMPROVEMENTS LOCATED ON COUNTY OWNED PROPERTIES
- 15 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #96-02 ITEMS A-D, "SALE OF SURPLUS EQUIPMENT, PCT #3)
- 16 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #96-03 PURCHASE OF CONTAINERS, WASTE MANAGEMENT
- 17 CONSIDER APPROVAL TO ADVERTISE FOR THE SALE OF SURPLUS EQUIPMENT (COUNTY OWNED, USED BY HOSPITAL)
- 18 ADVERTISE FOR BIDS TO SELL COUNTY SALVAGE AND/OR SCRAP MATERIALS
- 19 APPROVE RE-ADVERTISING FOR BIDS FOR THE SALE OF THE MISTROT BUILDING
- 20 CONSIDER OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY LOCATED IN PCT #1 (FORESTERS RETREAT #3, LOT 507, AS DESCRIBED IN CAUSE #91-282
- 21 CONSIDER REQUEST OF ADJOINING PROPERTY OWNER TO ABANDON A PORTION OF UNDEVELOPED ROAD LOCATED IN LAKESHORE ESTATES, PCT #1

### **CONSENT AGENDA ITEMS**

- 22 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 23 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

### **ADJOURN**

Next regularly scheduled meeting - February 26, 1996, 10 00 a m



96 FEB -9 AM 9 40

*Barbara Middleton*  
COUNTY CLERK POLK COCOMMISSIONERS COURT  
OF  
POLK COUNTY, TEXAS**ADDENDUM TO NOTICE OF MEETING #8**

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE REGULAR MEETING OF THE POLK COUNTY COMMISSIONERS COURT SCHEDULED FOR MONDAY - FEBRUARY 12, 1996 AT 10 00 A M

- ADD. 24. CONSIDER INTERIM EXTENSION OF CERTAIN COUNTY INSURANCE COVERAGES (WITH NO CHANGE IN PREMIUM) TO ALLOW FOR CONFORMITY OF PREMIUM YEAR AND COUNTY BUDGET YEAR. (THIS ACTION WOULD EFFECT ALL COVERAGES EXCEPT EMPLOYEE HEALTH, WHICH WILL BE ADDRESSED IN A SEPARATE ACTION)

Dated Friday, February 9, 1996

Commissioners' Court - 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 Friday, February 9, 1996, 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

STATE OF TEXAS }  
COUNTY OF POLK }

DATE: FEBRUARY 12, 1996  
REGULAR CALLED MEETING  
ALL PRESENT

BE IT REMEMBERED ON THIS THE 12th DAY OF FEBRUARY, 1996 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 P. THOMPSON.  
PUBLIC COMMENTS: NONE
2. INFORMATIONAL REPORTS:
  - A. JUDGE THOMPSON ANNOUNCED THAT A GROUP OF INTERESTED CITIZENS ARE GOING TO AUSTIN FEB. 28th & 29th, TO A MEETING CONCERNING THE WIDENING & IMPROVEMENTS OF HIGHWAY-190 FROM JASPER TO AUSTIN, TEXAS.
  - B. JOHN McDOWELL, EMERGENCY MANAGEMENT DEPT. WAS PRESENTED AN AWARD FROM THE GULF COAST EMERGENCY ASSOCIATION.
  - C. BILLY RAY NELSON, SHERIFF, GAVE AN A REPORT ON THE APPROVED JAIL INSPECTION
  - D. "BID" SMITH, VOTER REGISTRAR, ANNOUNCED THAT FEB. 12, 1996 IS THE LAST DAY TO REGISTER FOR VOTING IN MARCH 12, 1996 PRIMARY.
  - E. BARBARA MIDDLETON, COUNTY CLERK, REPORTED NUMBER OF ELECTION JUDGES AND CLERKS, THAT ATTENDED THE SECRETARY OF STATE ELECTION SCHOOL, FEB. 6, 1996, AT NACOGDOCHES.
3. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE THE MINUTES OF MEETING, JANUARY 22, 1996.  
ALL VOTING YES.
4. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE THE RESOLUTION DESIGNATING FEBRUARY AS SCHOOL BOARD RECOGNITION MONTH.  
ALL VOTING YES.
5. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE (ANNUAL) RESOLUTION SUPPORTING JUVENILE PROBATION GRANT APPLICATION FOR FUNDS TO BE USED FOR POLK COUNTY JUVENILE CRIME PREVENTION PROGRAM.  
ALL VOTING YES.

6. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE ACTION TO CLARIFY TERMS OF PRECINCT #2 TIME WARRANT ISSUANCE; (PC-RB2-1996-1:APPROVE 5 YEAR PAYOUT) (PC-RB2-1996-2: VOID, WITH \$15,000.00 TO BE PAID FROM REVENUE OF PCT#2 EQUIPMENT SALES).  
ALL VOTING YES.
7. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE DESIGNATED EARLY & REGULAR VOTING PLACES & HOURS FOR THE DEMOCRATIC & REPUBLICAN PRIMARIES, MARCH 12, 1996.  
ALL VOTING YES.
8. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE REPLACEMENT ORDER, CRATING DEEP EAST TEXAS RURAL RAIL TRANSPORTATION DISTRICT (INCLUDES ADDITIONAL PARTICIPATING COUNTIES & REPLACES ORDER DATED AUG. 28, 1995).  
ALL VOTING YES.
9. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE FIRE ALARM MAINTENANCE CONTRACT FOR JAIL.  
ALL VOTING YES.
10. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE & RECEIVE INTERNAL AUDIT REPORTS FOR THE OFFICES OF COUNTY CLERK, JUSTICES OF THE PEACE, PCT#2, 3, & 4.  
ALL VOTING YES.
11. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY R.R. "DICK" HUBERT TO APPROVE LEASE AGREEMENT FOR RESIDENCE TO BE OCCUPIED BY SHERIFF'S DEPARTMENT PERSONNEL.  
ALL VOTING YES.
12. MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE PETTY CASH FUND FOR EMERGENCY MANAGEMENT DEPARTMENT, PERMIT/INSPECTION DIVISION.  
ALL VOTING YES.
13. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE RESOLUTION DESIGNATING KAREN REMMERT, AUDITOR, & JOHN McDOWELL, EMERGENCY MANAGEMENT, AS INDIVIDUALS AUTHORIZED TO ADMINISTER TCDP, CONTRACT#715167, (IN CONJUNCTION WITH HAZARD MITIGATION GRANT PROGRAM).  
ALL VOTING YES.

14. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVAL OF BID #96-01, FOR \$50.00, ITEMS A & B, SALE AND REMOVAL OF IMPROVEMENTS LOCATED ON COUNTY OWNED PROPERTY. ALL VOTING YES.
15. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO REJECT ALL BIDS CONCERNING BID# 96-02, ITEMS A - D, "SALE OF SURPLUS EQUIPMENT". ALL VOTING YES.
  - a. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO AUTHORIZE COMMISSIONER PURVIS TO PLACE SURPLUS ITEMS FOR SALE IN PUBLIC AUCTION. ALL VOTING YES.
16. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE BID #96-03, "PURCHASE OF CONTAINERS, WASTE MANAGEMENT" FOR \$2595.00 EACH. ALL VOTING YES.
17. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO DELETE THIS ITEM, AND COORDINATE SURPLUS EQUIPMENT WITH OTHER COUNTY OWNED PROPERTIES AND HAVE AN "ANNUAL" COUNTY AUCTION IN THE NEAR FUTURE. ALL VOTING YES.
18. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO DELETE THIS ITEM. ALL VOTING YES.
19. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO RE-ADVERTISE FOR BIDS FOR THE SALE OF THE MISTROT BUILDING. ALL VOTING YES.
20. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY LOCATED IN PCT#1, FORESTERS RETREAT, LOT 507, SEC#3, AS DESCRIBED IN CAUSE #91-282. ALL VOTING YES.
21. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE REQUEST OF ADJOINING PROPERTY OWNER TO ABANDON A PORTION OF UNDEVELOPED ROAD LOCATED IN LAKESHORE ESTATES, PCT#1. ALL VOTING YES.

22. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE PAYMENT OF BILLS BY SCHEDULE, PLUS ADDENDUM. ALL VOTING YES.

DATE:	AMOUNT:	CHECK NUMBERS:
1-22-96	120,416.38	113480 - 113537
1-23-96	18,300.31	113538
1-26-96	179,341.19	113539 - 113570
1-30-96	96,946.71	113571 - 113668
1-31-96	73.93	9158
2-5-96	27,942.06	113669 - 113753
2-7-96	586,987.29	113754 - 113752
2-8-96	173,105.65	113955 - 113962

23. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE PERSONNEL ACTION FORMS.

MEMBERS VOTED AS FOLLOWS  
 COMMISSIONER SPEIGHTS - YES  
 COMMISSIONER SMITH - NO  
 COMMISSIONER PURVIS - YES  
 COMMISSIONER HUBERT - YES

24. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE INTERIM EXTENSION OF CERTAIN COUNTY INSURANCE COVERAGE (WITH NO CHANGE IN PREMIUM) TO ALLOW FOR CONFORMITY OF PREMIUM YEAR AND COUNTY BUDGET YEAR. ALL VOTING YES

25. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ADJOURN COURT THIS 12th DAY OF FEBRUARY, 1996, AT 11:01 AM. ALL VOTING YES

  
 JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

  
 BARBARA MIDDLETON, COUNTY CLERK





TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR  
Jack E Crump

COMMISSION MEMBERS

- Judge Larry T Craig Chairman
- Commissioner JD Johnson Vice Chairman
- Charles E Chatman Sheriff
- Sheriff Joe Lujan Nacogdoches
- CO Hadnot, Hillster
- Patrick O Keel Austin
- Sheriff Alex F Perez Brownsville
- Manuel Rivera MD El Paso
- Marcia Saunders Lake Kiowa

POLK COUNTY  
LIVINGSTON, TEXAS 77351

SUBJECT COUNTY JAIL INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511, Rule 217 25, Texas Commission on Jail Standards) This facility was inspected on the date indicated below, and the inspection indicates the following conditions

- The facility fails to comply with minimum standards as set forth on the enclosed attachment You are urged (1) to give these areas of noncompliance your serious and immediate consideration, and (2) to promptly initiate and complete appropriate corrective measures The Commission and its staff is available to discuss or assist you with the appropriate corrective measures required
- Upon review of this report by the Texas Commission on Jail Standards, a Notice of Noncompliance to the Sheriff and the Commissioners Court will be issued Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Rule 217 25, et seq )
- ✓ The jail complies with requirements in VTCA, Local Government Code, Chapter 351 and Texas Minimum Jail Standards

Authenticated

*Jack E Crump*

Supervising Inspector

Received by \_\_\_\_\_ Date \_\_\_\_\_

*2-6-96*

Date of Inspection

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

cc Judge  
Sheriff  
Inspector

Individuals and/or entities regulated and/or authorized by the Texas Commission on Jail Standards shall direct all complaints regarding the Commission procedures and functions to the Executive Director  
P O Box 12985, Austin, Texas 78761, 512/463-5505 FAX 512/465-3185

TEXAS COMMISSION ON JAIL STANDARDS  
Annual Jail Report

County POLK  
Sheriff Billy R Nelson, Sr ✓  
Jail Administrator Tommy Walker  
Judge John Thompson ✓  
Inspector Terri Dollar ✓

Last Inspection 3/15/95 ✓ Certified Y ✓ Inspection Date(s) 2-6-96  
Remedial Order None ✓ Effect  
Previous 12 mos Fires 0 Deaths 0 Suicides 0 Escapes 0  
No of Asst Requests 20 Date Operating Plans Approved 09/08/89

1 Facility Name (Circle J LR MR CCC T LU CTH) Polk County Jail Drill Time 45 sec  
Address 1733 N Washington, Livingston, TX 77351-2127 No of Vanances 1  
Sep Cells 11 Vio Cells 1 Capacity 119 ADP 70 Pop this Date 73  
Built 1987 Renovated 1992 Addition 1994

2 Facility Name (Circle J LR MR CCC T LU CTH) \_\_\_\_\_ Drill Time \_\_\_\_\_  
Address \_\_\_\_\_ No of Vanances \_\_\_\_\_  
Sep Cells \_\_\_\_\_ Vio Cells \_\_\_\_\_ Capacity \_\_\_\_\_ ADP \_\_\_\_\_ Pop this Date \_\_\_\_\_  
Built \_\_\_\_\_ Renovated \_\_\_\_\_ Addition \_\_\_\_\_

3 Facility Name (Circle J LR MR CCC T LU CTH) \_\_\_\_\_ Drill Time \_\_\_\_\_  
Address \_\_\_\_\_ No of Vanances \_\_\_\_\_  
Sep Cells \_\_\_\_\_ Vio Cells \_\_\_\_\_ Capacity \_\_\_\_\_ ADP \_\_\_\_\_ Pop this Date \_\_\_\_\_  
Built \_\_\_\_\_ Renovated \_\_\_\_\_ Addition \_\_\_\_\_

CAPACITIES HOUSING CAP 119 HDV CAP 14 TOTAL SYSTEM CAPACITY 133  
Including Medical Beds Holding/Detox/Violent

POPULATION HOUSING POP 70 HDV POP 3 TOTAL SYSTEM POPULATION 73  
During Inspection

Total Females 7 Total Female Space Cells 3 Bunks 24 TOTAL ADP 70  
Previous 12 Months  
100+ Capacity (30% + Non-TX) Yes or (No) ✓ Exit Interview with Commissioners (Yes) or No  
Total Inspection Time \_\_\_\_\_

Billy R Nelson  
Sheriff

John P. Cleary  
Commissioners Court Representative

FEBRUARY 12, 1996

POLK COUNTY JAIL POPULATION REPORT

DAILY POPULATION AS OF FEBRUARY 12, 1996	67
INMATES SENT TO TDC THIS MONTH	9
INMATES TO BE SENT LATER THIS MONTH	1
AVERAGE COST OF MEALS AT THE JAIL	\$1 00



**RESOLUTION**  
Designating  
**School Board Recognition Month**  
in Polk County, Texas

**WHEREAS,** the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world, and

**WHEREAS,** local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child, and

**WHEREAS,** local school board members work closely with parents, educational professionals, and other community members to create the educational vision we want for our students, and

**WHEREAS,** local school boards members are responsible for ensuring the structure that provides a solid foundation for our school system, and

**WHEREAS,** local school board members assure the assessment of students, school staff, and educational programs and are accountable to the community, and

**WHEREAS,** local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district,

**NOW, THEREFORE, BE IT RESOLVED,** that Polk County urges all citizens to join in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children. I, John P. Thompson, County Judge of Polk County, Texas, and we, the Commissioners of Polk County, do hereby designate February 1996, as "SCHOOL BOARD RECOGNITION MONTH"

*John P. Thompson*  
John P. Thompson  
County Judge, Polk County, Texas

*B. E. "Slim" Speights*  
B. E. "Slim" Speights  
Commissioner, Precinct 1

*Bobby Smith*  
Bobby Smith  
Commissioner, Precinct 2

*James J. "Buddy" Purvis*  
James J. "Buddy" Purvis  
Commissioner, Precinct 3

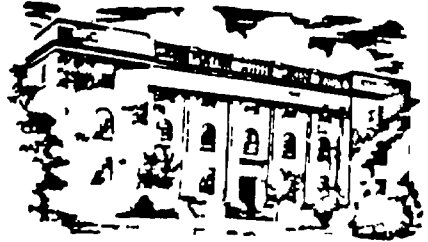
*R. R. "Dick" Hubert*  
R. R. "Dick" Hubert  
Commissioner, Precinct 4

Attest,  
*Barbara Middleton*  
Barbara Middleton, County Clerk





**Barbara Middleton**  
 COUNTY CLERK, POLK COUNTY



P O DRAW# R 2119

LIVINGSTON TEXAS 77351

(409) 327-4884 or (409) 327-4885

*Item # 7*

JANUARY 22, 1996

TO: JUDGE JOHN P. THOMPSON  
 COMMISSIONER B.E. "SLIM" SPEIGHTS  
 COMMISSIONER BOBBY SMITH  
 COMMISSIONER JAMES J. "BUDDY" PURVIS  
 COMMISSIONER R.R. "DICK" HUBERT

FROM: BARBARA MIDDLETON  
 POLK COUNTY CLERK

RE: EARLY VOTING - LOCATIONS - PARTY PRIMARY - MARCH 12, 1996

MAIN POLING PLACE: POLK COUNTY COURTHOUSE

FEBRUARY 21, 1996 TO MARCH 8, 1996  
 8:00 AM TO 5:00 PM (MONDAY THROUGH FRIDAY)  
 MARCH 2, 1996 - 10:00 AM TO 3:00 PM  
 (ONE-SATURDAY ONLY)

BRANCH POLING PLACES: ONALASKA SUB-COURTHOUSE  
 CORRIGAN SUB-COURTHOUSE

FEB. 21, 1996 TO MARCH 8, 1996  
 8:00 AM TO 12:00 PM (CLOSED ONE HOUR/LUNCH)  
 1:00 PM TO 5:00 PM

HIRING OF (4) EARLY VOTING CLERKS FOR THE ENTIRE  
 EARLY VOTING PERIOD.

SHIRLEY CRAGER -- MAIN COURTHOUSE, LIVINGSTON  
 BARBARA WHISENHANT-(COURTHOUSE)-MAIL OUT BALLOTS  
 SYBLE LOVING -----CORRIGAN SUB-COURTHOUSE, CORRIGAN  
 MARY CLARK----- ONALASKA SUB-COURTHOUSE, ONALASKA

RESPECTFULLY SUBMITTED,

BARBARA MIDDLETON



**Barbara Middleton**  
COUNTY CLERK, POLK COUNTY



P O DRAWER 2119

LIVINGSTON TEXAS 77351

(409) 327-6804 or (409) 327-6805

FEBRUARY 8, 1996

COMMISSIONERS COURT  
JUDGE JOHN P. THOMPSON  
B.E. "SLIM" SPEIGHTS  
BOBBY SMITH  
JAMES J. "BUDDY" PURVIS  
R.R. "DICK" HUBERT

GENTLEMEN:

THE FOLLOWING IS A LIST OF ELECTION JUDGES, CLERKS, AND OTHER INTERESTED PARTIES, THAT ATTENDED THE SECRETARY OF STATE'S ELECTION TRAINING SEMINAR AT NACOGDOCHES ON TUESDAY, FEB.6, 1996.

THE DEMOCRATIC CHAIRMAN, MR. RICHARD GILBERT, AND I ATTENDED AS WELL. I FEEL THAT OUR DEMOCRATIC ELECTION JUDGES AND CLERKS ARE MOST QUALIFIED, CAPABLE, AND KNOWLEDGEABLE, HAVING ATTENDING THIS MEETING.

OFFICIALS ATTENDING:  
DEMOCRATIC CHAIRMAN-RICHARD GILBERT  
POLK COUNTY CLERK-BARBARA MIDDLETON  
COUNTY CLERK-CHIEF DEPUTY-SHIRLEY CAIN

JUDGES:  
IRENE MILNER  
ALINE FISHER  
ROSE MARIE "SKEETZ" GROSS  
JEAN MURRAY  
MARY O. CLARK  
ED PEBBLES  
ELAINE BARRINGTON  
NELLE DUDLEY  
KEITH ANDERSON  
VERNON POLK  
DARVIN K. PRICE  
SHIRLEY CRAGER  
CLAUDE BALDREE  
BETTYE WASHINGTON

CLERKS' AND OTHERS:  
DICK COOLEY  
BOBBIE SHAFFER  
ARLEEN DUPLANTIS  
GLENN MURRAY  
HAROLD BARRINGTON  
MARIE ARRINGTON  
SYBLE RICE  
JOYCE JONES  
NELL PUCKETT  
ELOISE MOBLEY  
MARIE McFARLAND  
LOUNELL STEGALL  
DRUCILLA PRICE  
EUNICE SWINT

RESPECTFULLY SUBMITTED,

*Barbara Middleton*  
BARBARA MIDDLETON  
POLK COUNTY CLERK

cc: Secretary of State  
Elections Division



**ORDER**

**OF THE POLK COUNTY COMMISSIONERS COURT**  
for the creation of the Deep East Texas Rural Rail Transportation District

WE, the undersigned, being the membership of the Commissioners Court of Polk County, do hereby order the creation of the Deep East Texas Rural Rail Transportation District for said County, effective February 12, 1996

SAID DISTRICT is created on this day, jointly with a combination of as many of the following counties as possible,

Angelina, Gregg, Hardin, Houston, Jasper, Nacogdoches, Newton, Panola, Polk, Rusk, Sabine, San Augustine, San Jacinto, Shelby and Trinity

THE COMMISSIONERS COURTS, as evidenced by the separate ORDERS attached hereto of the above mentioned counties, some or all have found that it is in the best interest of all citizens of the State of Texas that the existing rail systems in said counties be maintained and protected by the rail district and/or its representatives, for the most efficient, economic transportation of agricultural and manufactured products from the areas of production to the local, national and international markets

ORDERED on this, the 12th day of February, 1996

**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




CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County, effective as of February 12, 1996

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification on this the 12th day of February, 1996

(Seal)

  
Barbara Middleton, County Clerk *sc*  
Polk County, Texas

Item #9



Date: 1-23-96  
Proposal No. \_\_\_\_\_  
Agreement No. 47228011  
Page 1 of 6

A1974



A Division of GS Building Systems Corp.  
90 Fieldstone Court  
Cheshire, CT 06410-1212

# Building System Services

By and Between \_\_\_\_\_ and \_\_\_\_\_

Edwards, A Division of GS Building Systems Corp  
16507 Hedgecroft  
Suite 100  
Houston, TX 77060

Polk County Jail  
1735 N. Washington  
Livingston, TX

Services will be provided at the following location(s)  
1735 N Washington, Livingston TX

Edwards shall perform according to the terms and conditions on the pages that are attached and incorporated here in by reference, and listed below

Type of Service: Fire Alarm System Quarterly Test and Inspection

Base Annual Amount: One Thousand Six Hundred Ninety Seven Dollars (1,697 00)

Services shall commence on:

Total Annual Amount including selected Options from the Special Provisions Page(s):

The Customer agrees to purchase, and Edwards agrees to provide the services identified in this Agreement subject to Edwards' Management approval and continuance of credit approval by Edwards. No warver, change, or modification of any terms or conditions of the Agreement shall be binding on Edwards unless made in writing and signed by an officer or authorized manager of Edwards. The terms on the reverse side are part of this Agreement, and are hereby accepted by the undersigned

EDWARDS, A DIVISION OF G.S. BUILDING SYSTEM CORP

By Dennis Anderson  
Dennis Anderson  
Title Service Consultant

CUSTOMER

By John P. Thompson  
Title County Judge, Polk County

APPROVED FOR EDWARDS

By Daniel H. Raap  
Daniel H. Raap  
Title District Service Manager

Date 2/12/96

P.O Number \_\_\_\_\_

**GENERAL PROVISIONS**

All services under this Agreement will be performed during the normal working hours of Edwards normal working days unless specifically outlined as a special provision to this Agreement.

The Customer will promptly notify Edwards of any malfunction in the system(s) which comes to the Customer's attention.

It is agreed that, in providing the system or services included in this Agreement, Edwards is not an insurer and does not guarantee that no damage or injury to person or property will occur.

In the event that the system or any equipment or component thereof is altered, modified, changed or moved, this Agreement may be immediately terminated at Edwards' option.

No representations of any kind have been made by Edwards to the Customer except as set forth herein and this document contains the entire agreement between the parties.

This agreement is in full force for the agreed period effective on the date it is accepted at Farmington, CT. The agreement is renewable according to the terms contained herein and is between EDWARDS A division of G S Building Systems Corporation and the Customer.

This agreement does not apply to major repairs to, or replacement of the equipment covered by this agreement, if such major repairs are required because of vandalism, flooding, fire, lightning, power failure, installation of incompatible equipment, improper operating procedures, or by any other cause beyond the control of Edwards.

This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of Connecticut for any litigation pertaining to this Agreement.

**CUSTOMER RESPONSIBILITIES**

Customer agrees:

to provide free access to the equipment;

to provide necessary equipment to reach inaccessible equipment and peripheral devices;

to supply suitable electrical service; and

that in the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when Edwards is first notified of the emergency or failure and until such time as Edwards notifies the Customer that the system is operational or that the emergency has cleared.

**EDWARDS RESPONSIBILITIES**

Edwards will maintain the System in working order in accordance with good workman-like standards.

**PAYMENTS**

Payment terms are net cash upon receipt of invoice.

Customer agrees to pay all taxes including state or local sales or excise taxes however designated, levied or based on the service charges pursuant to this Agreement.

Edwards may modify the annual amount at the renewal date and the agreement shall otherwise continue without change. However the Customer may notify Edwards within thirty days of receipt of the modification of a decision to terminate or renegotiate the services being provided, rather than accept the new annual amount.

**TERM OF AGREEMENT**

The term of this Agreement will begin on the date indicated for a term of one year and continue from year to year until terminated. Either party may terminate this Agreement by giving written notice thirty (30) days prior to the anniversary date.

**LIMITATION OF LIABILITY**

NEITHER EDWARDS NOR ITS REPRESENTATIVE SHALL BE LIABLE TO PURCHASER OR ANYONE ELSE FOR ANY LIABILITY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR FOR ANY DIRECT, CONSEQUENTIAL, COLLATERAL OR INCIDENTAL DAMAGES RELATIVE TO OR ARISING FROM OR CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, ITS INSTALLATION, ITS SERVICE, OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT OR INADEQUACY OF THE EQUIPMENT. IT IS EXPRESSLY AGREED THAT PURCHASER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE, INSTALLATION, SERVICE AND/OR USE OF EQUIPMENT SHALL BE FOR DAMAGES AND EDWARDS LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE PRICE OF THE SERVICE AGREEMENT FOR THE EQUIPMENT IN RESPECT TO WHICH THE CLAIM IS MADE OR, AT THE DISCRETION OF EDWARDS, THE RESTORATION OR REPLACEMENT OR REPAIR OF SUCH EQUIPMENT.



Proposal No 47228011  
Agreement No \_\_\_\_\_  
Page 2 of 6



A Division of GS Building Systems Corp  
90 Fieldstone Court  
Cheshire, CT 06410-1212

## Fire Alarm System Testing and Inspection

Edwards will test and maintain the Fire Alarm System described in the attached list of equipment and/or on the following system drawings

**\*\* Please see attached list of equipment\*\***

### Preventive Maintenance Inspections

Each Preventive Maintenance Inspection will be scheduled by Edwards so that all tasks are performed using properly trained technicians, and the special tools and instruments required to analyze the system to maintain the system in good working order

Tasks include System performance evaluation and adjustment of system components

### Testing

Edwards will perform Four @ 25% test(s) per year on initiating devices and indicating appliances to ensure system integrity

Edwards will provide the Customer with a report that such tests have been completed along with a list of any deficiencies found and recommendations for correcting them

### Customer Training

During each scheduled test, Edwards will provide ongoing system operator training and instructions upon request by the Customer

### Predictive Maintenance

Edwards will analyze equipment covered under this Agreement to detect potential failures. If corrective actions are found necessary, repair proposals will be submitted for Customer's approval.

**TERMS AND CONDITIONS**

---

**GENERAL PROVISIONS**

This Agreement assumes the system covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair proposals will be submitted for approval. Should these proposals be declined, those non-maintainable items will be eliminated from the program and the Agreement amount adjusted accordingly

It is understood that repair, replacement and emergency service are not covered by this Agreement

This Agreement includes and incorporates all of the terms and conditions found on the reverse of the coversheet to which this rider is attached



Proposal No. 47228011  
 Agreement No. \_\_\_\_\_  
 Page 3 of 6



A Division of GS Building Systems Corp  
 90 Fieldstone Court  
 Cheshire, CT 06410-1212

## List of Equipment

Qty	Component	Serial No	Manufacturer	Description/Location
1	FACP	4800	Notifier	Fire Alarm Control Panel
1	FACP	6000	Firealarm	Fire Alarm Control Panel
125	SD	*	SBO	Smoke Detector
12	DD	*	SBO	Duct Detector
3	HD	*	SBO	Heat Detector
8	PS	*	SBO	Pull Station
2	STR	*	SBO	Strobe
2	FS	*	SBO	Flow Switch
4	HS	*	SBO	Horn Strobe
3	TS	*	SBO	Tamper Switch
All	AF	*	SBO	Auxiliary Functions (Fans, Relays, etc)



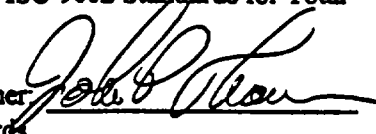
Proposal No 47228011  
Agreement No \_\_\_\_\_  
Page 4 of 6

A1974  ISO 9002

A Division of GS Building Systems Corp  
90 Fieldstone Court  
Cheshire, CT 06410-1212

## Special Provisions

- 1 Customer agrees to provide all access to equipment pertaining to the fire alarm system initiating and indicating appliances. Customer also agrees to provide all ladders and lifts to reach detectors over 8 feet high.
- 2 Edwards will perform four (25%) functional common area fire alarm tests and inspections per year during normal business hours. Following each test, Edwards will submit a complete report outlining any deficiencies and recommendations.
- 3 All services included in this agreement will be performed by or under the supervision of Edwards' factory trained technicians following manufacturer's specifications.
- 4 Smoke and duct detector cleaning and sensitivity testing as required by the Texas Commission on Fire Protection and NFPA 72E, 1990 edition is not included in this agreement unless specifically selected as an option.
- 5 All labor outside the scope of this agreement will be billed at our preferred customer rate.
- 6 Emergency service jobsite response time shall be within twenty-four (24) hours or less from receipt of call.
- 7 Customer operator training if requested is at no additional charge. Edwards makes NFPA fire safety video tapes available to borrow at no additional charge.
- 8 Edwards will provide and maintain a Life Safety System Log on the customer's premises. All inspection reports and field service orders will be filed in the book.
- 9 Following each inspection, customer will receive a complete computer generated line item report of the test outlining all devices tested as well as failures and recommendations.
- 10 All services described in this agreement will be performed in accordance with ISO-9002 Standards for Total Quality Assurance.

Customer   
Edwards \_\_\_\_\_  
Date 2-12-96 \_\_\_\_\_



Proposal No. 47228011  
Agreement No. \_\_\_\_\_  
Page 5 of 6 A1974



ISO 9002

A Division of GS Building Systems Corp.  
90 Fieldstone Court  
Cheshire, CT 06410-1212


## Special Provisions

### Option 1

#### Annual Sprinkler System Test and Inspection

The Edwards Company will provide one annual test and inspection on hose reels, hose cabinets and sprinkler system. Results of the test will be provided to the customer. Recommendations and cost of any repairs needed will also be submitted to the customer. Repairs of the system are not included in this proposal.

**Additional Annual Agreement Amount: Five Hundred Sixty Four Dollars (\$564.00)**

Customer:   
Edwards: \_\_\_\_\_  
Date: 2-12-96





Proposal No 47228011  
Agreement No \_\_\_\_\_  
Page 6 of 6



A Division of GS Building Systems Corp.  
90 Fieldstone Court  
Cheshire, CT 06410-1212

## Special Provisions

### Option 2

#### 50% Smoke and Duct Detector Cleaning and Sensitivity Testing

This option provides smoke and duct detector cleaning and sensitivity testing as follows

Beginning in 1996, Edwards will clean 50% of the smoke and duct detectors as per manufacturer's specifications. Following cleaning, Edwards will test the sensitivity of each detector using a calibrated sensitivity test instrument. The results of each detector will be documented on an inspection report. Detector readings not within the manufacturer's specifications will be recommended for replacement.

By testing 50% of the detectors every year, Edwards will achieve 100% every two years as required by NFPA 72E and The Texas Commission on Fire Protection

**Additional Annual Agreement Amount: One Thousand Seven Hundred Eighty One Dollars (\$1,781.00)**

Customer *[Signature]*  
Edwards \_\_\_\_\_  
Date 2-12-96

Item #11  
Vol

LEASE AGREEMENT

COPY

THE STATE OF TEXAS #  
COUNTY OF POLK #

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between RICHARD GILBERT, hereinafter referred to as Lessor, and the COUNTY OF POLK, STATE OF TEXAS, hereinafter referred to as Lessee

W I T N E S S E T H

That Lessor does, by these presents, lease and demise unto Lessee, for One and No/100 [\$1 00] Dollars and other good and valuable considerations, the property located at 2003 North Washington Street, in the City of Livingston, County of Polk, State of Texas, for a term of one [1] year beginning on the 1st day of January, 1996, and ending on the 31st day of December, 1996, to be occupied by personnel of the Polk County Sheriff's Office, and said premises are to be used in no other manner and for no other purposes whatsoever, without prior written consent of Lessor, for the following considerations and covenants

1.

Lessee agrees to accept possession of the demised premises in its present condition Lessee shall do renovations to said premises and shall keep and maintain in good repair the said premises, so long as Lessee is in possession of said premises, and Lessor shall furnish all materials necessary for said renovations

2

Lessor shall not be liable to Lessee, or to any other person whatsoever, for any injury, loss or damage to any person or

property in or upon said demised premises, or upon the sidewalks and alleyways contiguous thereto, and Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, and to save Lessor harmless therefrom

3

Lessor hereby covenants and agrees that Lessee shall and will, upon payment of all of the rents herein provided to be paid by Lessee, and upon fully observing and performing the covenants and agreements herein provided to be observed and performed by Lessee, quietly and peaceably possess and enjoy said above demised premises, unless said lease be sooner terminated, under and in accordance with any of the provisions herein elsewhere contained providing for such termination

4

In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise available by any means whatsoever in any fiscal period for lease payments due under this lease, then the Lessee will immediately notify the Lessor of such occurrence and this lease shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee of any kind whatsoever, except as to the portions of lease payments herein agreed upon, for which funds shall have been appropriated and budgeted, or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the premises to Lessor on the date of such

2

termination However, in the event of such premature termination of the lease by Lessee, Lessor shall be under no obligation to reimburse Lessee for any improvements made by Lessee to the leased premises and such improvements shall be the property of Lessor upon the termination of this Lease for any purposes Lessor will have all legal and equitable rights and remedies to take possession of the building

5

It is distinctly understood and agreed by and between Lessor and Lessee that any holding over by Lessee of the herein demised premises, after the expiration of this lease, shall operate and be construed as a tenancy from month to month, terminable at the will of Lessor, at a mutually agreeable rate

6.

Lessor shall pay and fully discharge all ad valorem taxes of every character against the land during the term of this lease Lessor shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof before the same shall become delinquent, and Lessor agrees to indemnify and save harmless Lessee from all such taxes, charges, and assessments Lessor shall have the right in good faith, at Lessor's cost and expense, to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount, only if and when finally determined to be due

3

7

Notwithstanding the provisions of the preceding paragraph, in the event the ad valorem taxes for the year 1996, and following years during the term of this Lease exceed the amount paid by Lessor for such ad valorem taxes for the year 1995, then, as additional rent and consideration for the execution of this Lease, Lessee agrees to pay to Lessor within ten [10] days from the date Lessee submits evidence thereof to the County Judge of Polk County, Texas, a sum of money equivalent to the difference between the amount of the ad valorem taxes for the year in question and the amount paid by Lessor for such taxes for the year 1995

8

The personnel of the Polk County Sheriff's Office occupying such premises, shall, at his own expense, during the term of this lease, provide and maintain in force personal liability and property insurance with one or more responsible insurance companies duly authorized to transact business in the State of Texas, insuring both Lessor and Lessee, and said personnel shall furnish Lessor and Lessee with a copy of such policy or certificate of insurance required by this section

9.

Lessor shall, at his own expense, during the term of this lease, provide and maintain in force property insurance for the building with one or more responsible insurance companies duly authorized to transact business in the State of Texas

4

10.

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein

11

In the event Lessor or Lessee breach any of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the defaulting party agrees to pay to the other party reasonable attorney's fees so incurred by such other party

12.

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement

13.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas

14.

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein

15

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter

16

No amendment, modification, or alteration of the terms hereof shall be binding, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

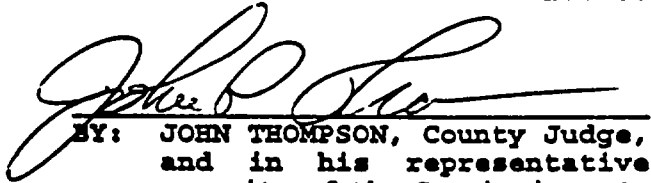
17

Time is of the essence of this lease



EXECUTED this the 12th day of <sup>February</sup> ~~March~~, 1996

  
RICHARD GILBERT Lessor

COUNTY OF POLK Lessee

  
BY: JOHN THOMPSON, County Judge,  
and in his representative  
capacity of the Commissioner's  
Court of Polk County, Texas

ATTEST

  
BARBARA MIDDLETON, County Clerk  
By: , Deputy

6

COPY

## RESOLUTION

WHEREAS, the County of Polk has been awarded a Texas Community Development Grant for \$67,725 00 from the Texas Department of Housing and Community Affairs - Contract No 715167, and

WHEREAS, this Grant will provide The County of Polk's 25% match toward the 404 Hazard Mitigation Grant Program for the acquisition of 16 properties located in Hoot Owl Hollow, Holiday Lake Estates, and Siesta Country 3,4, and 5

WHEREAS, certain documents will need to be signed by authorized persons.

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

THAT the below named individuals are designated by the County Commissioners Court as authorized signators for the following contractual documents

1 STATE OF TEXAS PURCHASE VOUCHER

a John E McDowell, EM Coordinator

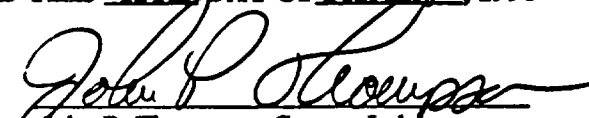
b Karen Remmert, County Auditor

2. REQUEST FOR ADVANCE OR REIMBURSEMENT:

a John E McDowell, EM Coordinator

b Karen Remmert, County Auditor

PASSED AND APPROVED THIS 12TH DAY OF February, 1996

  
John P. Thompson, County Judge

Attest





ATTACHMENT 2-B  
TEXAS COMMUNITY DEVELOPMENT PROGRAM  
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM

Contractor Polk County

TCDP Contract No 715167

I The financial lending institution listed here will serve as the depository for the Texas Community Development Program contract funds

First State Bank

(Name of Lending Institution)

P. O. BOX 1277

(Address)

Livingston, Texas 77351

(City, State Zip Code)

Fund Account Number 010256

II The individuals listed below are designated by resolution as authorized signators for the following contractual documents

State of Texas Purchase Vouchers - (At least two (2) Signatones Required)

John E McDowell  
(Name)

Karen Remmert  
(Name)

Coordinator  
(Title)

County Auditor  
(Title)

*John E. McDowell*  
(Signature)

*Karen Remmert*  
(Signature)

Requests for Advance or Reimbursement - (At least two (2) Signatones Required)

John E. McDowell  
(Name)

Karen Remmert  
(Name)

Coordinator  
(Title)

County Auditor  
(Title)

*John E. McDowell*  
(Signature)

*Karen Remmert*  
(Signature)

(THIS FORM SUPERSEDES ALL OTHERS)

DATE SUBMITTED \_\_\_\_\_



COPY

*orig filed in  
deed records of  
Polk, Co*

**ORDER**

**OF THE POLK COUNTY COMMISSIONERS COURT**

Abandoning a certain portion of 20' undeveloped roadway in Lakeshore Estates, Section 2, said portion being located between FM2457 and the end of Forest Dr

WHEREAS, the original plat of Lakeshore Estates, Section 2 Subdivision, filed in the Polk County Deed Records, Volume 3, Page 20, indicates a 20' roadway connecting (old) HWY190 (now FM2457) and a creek located beyond the point at which Forest Dr ends and lying between Block 1, Lots 1, 2 & 3 and Block 6, Lots 1 & 2, and

WHEREAS, no such road has been constructed, maintained and/or used by the public on the subject property and said 20' roadway property is rendered non-accessible by the existence of the creek, and

WHEREAS, the owner of all property adjoining said portion of roadway has requested that the subject portion of roadway be abandoned, thereby clearing the deed records of any county ownership reference, and

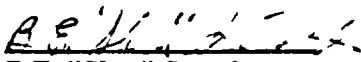
WHEREAS, upon meeting in a regularly called session for which proper notice has been posted and having published the required legal notice of intent to abandon said portion of roadway, this Court finds such abandonment of the subject roadway to be in the best interest of the property owners and the public

THEREFORE, WE, the undersigned, being the membership of the Commissioners Court of Polk County, do hereby abandon the roadway connecting (old) HWY190 (now FM2457) and a creek located beyond the point at which Forest Dr ends and lying between Block 1, Lots 1, 2 & 3 and Block 6, Lots 1 & 2 as indicated in the Polk County Deed Records, Volume 3, Page 20 and, further, enter this order abandoning said road into the Deed Records of Polk County

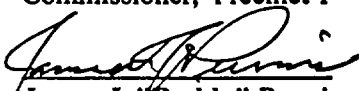
ORDERED on this, the 12th day of February, 1996



John P. Thompson  
County Judge, Polk County, Texas



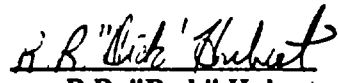
B.E. "Slim" Speights  
Commissioner, Precinct 1



James J. "Buddy" Purvis  
Commissioner, Precinct 3



Bobby Smith  
Commissioner, Precinct 2



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

Attest,

  
Barbara Middleton, County Clerk *sc*

#21

-CHECK OF BILLS FUND

FUND	DESP	P	ON	0	REBURSEMENTS
010	GENERAL FUND				35 855 16
015	ROAD & BRIDGE ADM				1 392 10
032	ENVIRONMENTAL SERVICES				191 01
041	AGING DEPT				1 539 44
061	DEBT SERVICE FUND				15 013 06
088	JUDICIARY FUND				66 214 19
185	CCAP - JUVENILE PROBATION				231 42
TOTAL OF ALL FUNDS					120 416 38

THE PRECEDING LIST OF BILLS PAYABLE WAS RECEIVED AND APPROVED FOR PAYMENT  
 DATE 1-22-76

APPROVED BY

*Richard Thompson*  
*Wayne Lydell*  
*Robert P. Stamps*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	18 300 31
TOTAL OF ALL FUNDS	18 300 31

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-23-96

APPROVED BY

*Kevin Hammond*  
*County Auditor*  
*John P. Stimpert*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	93 541 46
05	ROAD & BRIDGE ADM	30 268 49
72	SNYDER JUVENILE SERVICES	10 042 25
34	EMA DISASTER FUNDS	10 00
048	DISTRICT ATTY SPECIAL FUND	4 471 56
051	AGING DEPT	6 812 31
089	JUDICIARY FUND	37 00
101	ADULT SUPERVISION	17 631 61
104	DTP - CSR	1 056 25
107	CCP CORRIGAN OFFICE	1 076 17
108	CCP - SURVEILLANCE	2 227 13
194	JUVENILE PROBATION	2 573 53
195	CCAP - JUVENILE PROBATION	4 773 64
TOTAL OF ALL FUNDS		179 341 19

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 1-26-96

APPROVED BY Roger Stewart

County Auditor

John P. Stemp

FUND	DECP P - CN	0 58056 2175
010	GENERAL FUND	58 246 3
015	BOAC & SF E E - C-1	3 70 2
032	EN. FOLIC. TAX. CE. CC	285 75
048	C. ST. CO. ...	9 8 24
051	AGING DEP.	25 12
088	JUDIC. ARY. FUND	23 20
101	ADULT SUPERVISION	8 344 08
104	OTP - CSR	400 75
107	CCP CORP. GAY OFFICE	496 66
108	CCP - S.P. T. LANCE	737 72
182	JUVENILE PROBATION	1 107 90
185	CCAP - JUVENILE PROBATION	1 984 04
TOTAL OF ALL FUNDS		96 949 7

THE PRECEDING - ST OF BILLS SA ABLE WAS RE - ESD AT C APPROVED FOR SA EXT  
 DATE 1/30/56 APPROVED BY James D. Bennett

John P. O'Keefe



THE ...

FUND	RECEIVED	DISBURSEMENTS
010	GENERAL FUND	26,000.00
015	TRUST FUNDS	248.00
020	SALES TAX	1.00
025	INCOME TAX	1.00
030	PROPERTY TAX	1.00
035	SALES TAX	1.00
040	INCOME TAX	1.00
045	PROPERTY TAX	1.00
050	SALES TAX	1.00
055	INCOME TAX	1.00
060	PROPERTY TAX	1.00
065	SALES TAX	1.00
070	INCOME TAX	1.00
075	PROPERTY TAX	1.00
080	SALES TAX	1.00
085	INCOME TAX	1.00
090	PROPERTY TAX	1.00
095	SALES TAX	1.00
100	INCOME TAX	1.00
105	PROPERTY TAX	1.00
110	SALES TAX	1.00
115	INCOME TAX	1.00
120	PROPERTY TAX	1.00
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325	INCOME TAX	1.00
330	PROPERTY TAX	1.00
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340	INCOME TAX	1.00
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390	PROPERTY TAX	1.00
395	SALES TAX	1.00
400	INCOME TAX	1.00
405	PROPERTY TAX	1.00
410	SALES TAX	1.00
415	INCOME TAX	1.00
420	PROPERTY TAX	1.00
425	SALES TAX	1.00
430	INCOME TAX	1.00
435	PROPERTY TAX	1.00
440	SALES TAX	1.00
445	INCOME TAX	1.00
450	PROPERTY TAX	1.00
455	SALES TAX	1.00
460	INCOME TAX	1.00
465	PROPERTY TAX	1.00
470	SALES TAX	1.00
475	INCOME TAX	1.00
480	PROPERTY TAX	1.00
485	SALES TAX	1.00
490	INCOME TAX	1.00
495	PROPERTY TAX	1.00
500	SALES TAX	1.00
505	INCOME TAX	1.00
510	PROPERTY TAX	1.00
515	SALES TAX	1.00
520	INCOME TAX	1.00
525	PROPERTY TAX	1.00
530	SALES TAX	1.00
535	INCOME TAX	1.00
540	PROPERTY TAX	1.00
545	SALES TAX	1.00
550	INCOME TAX	1.00
555	PROPERTY TAX	1.00
560	SALES TAX	1.00
565	INCOME TAX	1.00
570	PROPERTY TAX	1.00
575	SALES TAX	1.00
580	INCOME TAX	1.00
585	PROPERTY TAX	1.00
590	SALES TAX	1.00
595	INCOME TAX	1.00
600	PROPERTY TAX	1.00
605	SALES TAX	1.00
610	INCOME TAX	1.00
615	PROPERTY TAX	1.00
620	SALES TAX	1.00
625	INCOME TAX	1.00
630	PROPERTY TAX	1.00
635	SALES TAX	1.00
640	INCOME TAX	1.00
645	PROPERTY TAX	1.00
650	SALES TAX	1.00
655	INCOME TAX	1.00
660	PROPERTY TAX	1.00
665	SALES TAX	1.00
670	INCOME TAX	1.00
675	PROPERTY TAX	1.00
680	SALES TAX	1.00
685	INCOME TAX	1.00
690	PROPERTY TAX	1.00
695	SALES TAX	1.00
700	INCOME TAX	1.00
705	PROPERTY TAX	1.00
710	SALES TAX	1.00
715	INCOME TAX	1.00
720	PROPERTY TAX	1.00
725	SALES TAX	1.00
730	INCOME TAX	1.00
735	PROPERTY TAX	1.00
740	SALES TAX	1.00
745	INCOME TAX	1.00
750	PROPERTY TAX	1.00
755	SALES TAX	1.00
760	INCOME TAX	1.00
765	PROPERTY TAX	1.00
770	SALES TAX	1.00
775	INCOME TAX	1.00
780	PROPERTY TAX	1.00
785	SALES TAX	1.00
790	INCOME TAX	1.00
795	PROPERTY TAX	1.00
800	SALES TAX	1.00
805	INCOME TAX	1.00
810	PROPERTY TAX	1.00
815	SALES TAX	1.00
820	INCOME TAX	1.00
825	PROPERTY TAX	1.00
830	SALES TAX	1.00
835	INCOME TAX	1.00
840	PROPERTY TAX	1.00
845	SALES TAX	1.00
850	INCOME TAX	1.00
855	PROPERTY TAX	1.00
860	SALES TAX	1.00
865	INCOME TAX	1.00
870	PROPERTY TAX	1.00
875	SALES TAX	1.00
880	INCOME TAX	1.00
885	PROPERTY TAX	1.00
890	SALES TAX	1.00
895	INCOME TAX	1.00
900	PROPERTY TAX	1.00
905	SALES TAX	1.00
910	INCOME TAX	1.00
915	PROPERTY TAX	1.00
920	SALES TAX	1.00
925	INCOME TAX	1.00
930	PROPERTY TAX	1.00
935	SALES TAX	1.00
940	INCOME TAX	1.00
945	PROPERTY TAX	1.00
950	SALES TAX	1.00
955	INCOME TAX	1.00
960	PROPERTY TAX	1.00
965	SALES TAX	1.00
970	INCOME TAX	1.00
975	PROPERTY TAX	1.00
980	SALES TAX	1.00
985	INCOME TAX	1.00
990	PROPERTY TAX	1.00
995	SALES TAX	1.00
1000	INCOME TAX	1.00
1005	PROPERTY TAX	1.00
1010	SALES TAX	1.00
1015	INCOME TAX	1.00
1020	PROPERTY TAX	1.00
1025	SALES TAX	1.00
1030	INCOME TAX	1.00
1035	PROPERTY TAX	1.00
1040	SALES TAX	1.00
1045	INCOME TAX	1.00
1050	PROPERTY TAX	1.00
1055	SALES TAX	1.00
1060	INCOME TAX	1.00
1065	PROPERTY TAX	1.00
1070	SALES TAX	1.00
1075	INCOME TAX	1.00
1080	PROPERTY TAX	1.00
1085	SALES TAX	1.00
1090	INCOME TAX	1.00
1095	PROPERTY TAX	1.00
1100	SALES TAX	1.00
1105	INCOME TAX	1.00
1110	PROPERTY TAX	1.00
1115	SALES TAX	1.00
1120	INCOME TAX	1.00
1125	PROPERTY TAX	1.00
1130	SALES TAX	1.00
1135	INCOME TAX	1.00
1140	PROPERTY TAX	1.00
1145	SALES TAX	1.00
1150	INCOME TAX	1.00
1155	PROPERTY TAX	1.00
1160	SALES TAX	1.00
1165	INCOME TAX	1.00
1170	PROPERTY TAX	1.00
1175	SALES TAX	1.00
1180	INCOME TAX	1.00
1185	PROPERTY TAX	1.00
1190	SALES TAX	1.00
1195	INCOME TAX	1.00
1200	PROPERTY TAX	1.00

TOTAL OF ALL FUNDS

27,942.6

THE PRECEDING LIST OF BILLS PAIDABLE HAS BEEN REVIEWED AND APPROVED BY THE BOARD OF SUPERVISORS

DATE 2/5/66

1966 FEB 5

*James J. Bennett*  
 Board of Supervisors  
*John P. Thompson*



NO	DESCRIPTION	AMOUNT
5	RECEIVED FROM	25 87 2
2	RECEIVED FROM	2 93 4
3	RECEIVED FROM	2 5 1
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98	RECEIVED FROM	2 5 1
99	RECEIVED FROM	2 5 1
100	RECEIVED FROM	2 5 1

TOTAL OF ALL FUNDS

586 987 29

THE PRECEDING STATEMENTS OF RECEIPTS AND DISBURSMENTS FOR THE YEAR

1926-27

*Walter S. Bennett*  
*Charles W. Bennett*  
*John P. Bennett*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	95 309 59
015	ROAD & BRIDGE ADM	30 325 36
032	ENVIRONMENTAL SERVICES	9 913 91
051	AGING DEPT	6 953 26
101	ADULT SUPERVISION	18 879 93
104	DTP - CSR	1 071 31
107	CCP CORRIGAN OFFICE	1 076 17
108	CCP - SURVEILLANCE	2 227 13
184	JUVENILE PROBATION	2 573 33
185	CCAP - JUVENILE PROBATION	4 773 64
TOTAL OF ALL FUNDS		173 105 65

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 2-8-96 APPROVED BY [Signature]  
[Signature]  
[Signature]

DATE: JANUARY 23, 1996 THROUGH FEBRUARY 12, 1996

NO	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	PATRICIA SMITH	EMERGENCY MGT	#102 SECRETARY	REGULAR FULL TIME	92 \$14,604.20	RESIGNED EFFECTIVE 01-18-96
(2)	J J WALKER	WASTE MGT	#905 TRUCK DRIVER	REGULAR FULL TIME	119 \$19,672.32	MERIT INCREASE TO 119 \$19,146.36 EFFECTIVE 02-07-96
(3)	JAMES BARBEE	WASTE MGT	#910 ENFORCEMENT OFFICER	REGULAR FULL TIME	141 \$18,228.00	MERIT INCREASE TO 142 \$18,678.32 EFFECTIVE 02-07-96
(4)	SHANNON KAY	EMERGENCY MGT	#102 SECRETARY	REGULAR PART TIME	UNCLASSIFIED \$8,509R	MERIT INCREASE TO \$8,654R EFFECTIVE 02-07-96
(5)	BETTY L FORTUNE	SOCIAL SERVICES & AGING/CORRIGAN	#1298 AGING SERVICE WK 1	TEMPORARY PART TIME	UNCLASSIFIED \$8,309R	CHANGE TO REGPT AND MERIT INCREASE TO \$8,509R EFFECTIVE 02-07-96
(6)	AGNUS TELENIA LEE	SHERIFF	#1043 TELCOMM OPERATOR	REGULAR PART TIME	UNCLASSIFIED \$8,154R	NEW-HIRE EFFECTIVE 01-29-96
(7)	LYNN B. WHEAT	SHERIFF	#1043 TELCOMM OPERATOR	LABOR POOL	UNCLASSIFIED \$8,154R	NEW-HIRE EFFECTIVE 02-02-96
(8)	BRANDY NY	JPD2 OFFICE	#108 COURT CLERK	REGULAR PART TIME	UNCLASSIFIED \$4,50	TRANSFER TO PERSONNEL #102 SECT UNCLASS. \$8,509R LABOR POOL EFFECTIVE 01-29-96 EMG. HIRE
(9)	CAROL RILEY	JPD3 OFFICE	#105 DEPUTY CLERK	REGULAR FULL TIME	91 \$13,559.52	EFFECTIVE 01-24-96 EMERGENCY HIRE NEW-HIRE
(10)	BARBARA WATTS	JPD3 OFFICE	#105 DEPUTY CLERK	REGULAR FULL TIME	92 \$13,900.64	RECLASSIFIED TO #108 COURT CLERK 1071 \$14,988.64 EFFECTIVE 01-24-96
(11)	PAULA SMITH	JPD4 OFFICE	#106 COURT CLERK	REGULAR FULL TIME	102 \$15,350.40	MERIT INCREASE TO 103 \$15,734.96 EFFECTIVE 02-07-96
(12)	MARY ANN SMITH	D A OFFICE	#1128 LEGAL SECRETARY 1	REGULAR FULL TIME	121 \$16,523.00	RE-HIRE EFFECTIVE 02-01-96
(13)	LYNN BOYANNON	AGING UNINGSTON	#1298 AGING SER WORKER 1	REGULAR FULL TIME	91 \$13,559.52	LAY-OFF EFFECTIVE 02-20-96
(14)	JEANNE KIRKPATRICK	SHERIFF	#1043 TELCOMM OPERATOR	REGULAR FULL TIME	91 \$14,241.78	RESIGNED EFFECTIVE 01/31/96
(15)	KAY BERRY	SHERIFF	#1043 TELCOMM OPERATOR	LABOR POOL	UNCLASS \$8,154R	TRANSFER TO REG. FT 92 \$14,604.20 EFFECTIVE 02-20-96
(16)	DAVID W CATHY	JAIL	#1065 CORRECTIONS OFFICER	REGULAR FULL TIME	111 \$15,734.16	NEW-HIRE EFFECTIVE 02-12-96

	STEVEN MITCHELL	WASTE MGT	#904	REGULAR PART TIME	UNCLASS.	DISMISSAL
1)	FRED WEISS	WASTE MGT	#904	REGULAR PART TIME	\$4.38	EFFECTIVE 02-08-88
2)	WILLIAM L HON	D.A. OFFICE	#1122	REGULAR FULL TIME	281 \$38,414.58	NEW-HIRE EFFECTIVE 02-05-88 NEW-HIRE EFFECTIVE 02-20-88
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