

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



96 JUL -3 11 9 50

Barbara Middleton
RECORDED & INDEXED

**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 50**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, July 8, 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 July 3, 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 in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on July 3, 1996, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, July 3, 1996

Barbara Middleton, County Clerk

By *Barbara Middleton*



COMMISSIONERS COURT AGENDA

for: MONDAY - JULY 8, 1996 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, June 24, 1996

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 COUNTY OF POLK, TEXAS
 05 JUL -3 AM 9 50
 [Handwritten signature/initials]

NEW BUSINESS

- 4 CONSIDER DESIGNATION OF OFFICIAL RESPONSIBLE FOR CALCULATION AND PUBLICATION OF EFFECTIVE TAX RATE INFORMATION
- 5 CONSIDER APPROVAL OF SUBDIVISION SPECIFICATIONS AMENDMENT TO INCLUDE REVIEW FOR 911 RURAL ADDRESSING - STREET NAME DUPLICATION
- 6 CONSIDER REQUEST FOR UNCLAIMED ELECTRIC COOPERATIVE CAPITAL CREDITS, FOR THE PURPOSE OF INDUSTRIAL DEVELOPMENT
- 7 CONSIDER REQUEST FOR PAYMENT OF CERTAIN OVERTIME HOURS INCURRED BY WASTE MANAGEMENT EMPLOYEES INVOLVED IN McSPADDEN ROAD CLEANUP
- 8 CONSIDER OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES, PCT #1 - (NATASHA HEIGHTS, LOTS 337,339,341,343,345,347,349 & 351-354)
- 9 CONSIDER PRECINCT #1 REQUEST TO DESIGNATE SURPLUS PROPERTY (WENCH TRUCK) AND ADVERTISE FOR BIDS TO SELL
- 10 CONSIDER RENEWAL OF RADIO TOWER SPACE LEASE BETWEEN POLK COUNTY AND SHECO (CURRENT LEASE EXPIRES 7/31/96)
- 11 CONSIDER APPROVAL OF BUDGET AMENDMENT REQUEST #8

- 12 CONSIDER APPROVAL OF APPLICATION FOR U S DEPARTMENT OF JUSTICE LOCAL LAW ENFORCEMENT BLOCK PROGRAM TO PROVIDE GRANT FUNDS FOR THE PURCHASE OF SHERIFF'S DEPARTMENT EQUIPMENT

CONSENT AGENDA ITEMS

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

ADJOURN

Next regularly scheduled meeting - July 22, 1996, 10 00 a m



ADDENDUM TO
NOTICE OF MEETING #

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JULY 8, 1996 AT 10 00 A M

ADD.

- 15. TAKE ANY/ALL NECESSARY ACTION PERTAINING TO PURCHASE OF UTILITY VAN FOR SHERIFF'S DEPARTMENT.**

Posted on Friday, July 5, 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 in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Friday, July 5, 1996 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated Friday, July 5, 1996

Barbara Middleton, County Clerk

By _____

STATE OF TEXAS }
 COUNTY OF POLK }

DATE: JULY 8, 1996
 REGULAR CALLED MEETING
 JAMES J. "BUDDY" PURVIS-ABSENT

BE IT REMEMBERED ON THIS THE 8th DAY OF JULY, 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, 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:
 TIM TUCKER, WITH DESIGN GRAPHICS, GAVE AN UPDATE ON THE 911-RURAL ADDRESSING SYSTEM. HE SAID THE U.S POST OFFICE WILL BE NOTIFYING RESIDENTS OF THEIR NEW ADDRESS'S, PLUS THE TELEPHONE COMPANIES WILL BE CONVERTING THE RURAL ROUTE TO ROAD NAMES. HE ASKED THE COMMISSIONER'S COURT TO REVIEW THE NEW SUBDIVISION'S ROAD NAMES, AND POST NOTICE IN AUGUST TO HAVE A HEARING IN SEPTEMBER TO COVER CHANGES IN ROAD NAMES
3. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE MINUTES OF MEETING, JUNE 26, 1996, WITH THE EXCEPTION OF CORRECTION OF NAME ON ITEM#6-B.
 ALL VOTING YES.
4. MOTIONED BY BOBBY SMITH, SECONDED BY R R."DICK" HUBERT TO DESIGNATE MARION A. "BID" SMITH AS OFFICIAL RESPONSIBLE FOR CALCULATION AND PUBLICATION OF EFFECTIVE TAX RATE INFORMATION.
 ALL VOTING YES
5. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE SUBDIVISION SPECIFICATION AMENDMENT TO INCLUDE REVIEW FOR 911-RURAL ADDRESSING, STREET NAME DUPLICATIONS.
 ALL VOTING YES.
6. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE THE REQUEST FOR UNCLAIMED ELECTRIC COOPERATIVE CAPITAL CREDITS, FOR THE PURPOSE OF INDUSTRIAL DEVELOPMENT.
 ALL VOTING YES.
10. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE RENEWAL OF RADIO TOWER SPACE LEASE BETWEEN POLK CO. AND SAM HOUSTON ELECTRIC COOP. (CURRENT LEASE EXPIRES (7/31/96).
 ALL VOTING YES.

- 7. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE REQUEST FOR PAYMENT OF CERTAIN OVERTIME HOURS INCURRED BY WASTE MANAGEMENT EMPLOYEE'S INVOLVED IN McSPADDEN ROAD CLEAN-UP.
ALL VOTING YES.
- 8. MOTIONED BY B.E."SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO REJECT ALL BIDS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES, PRECINCT#1, NATASHA HEIGHTS.
ALL VOTING YES.
- 9. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE PRECINCT#1 REQUEST TO DESIGNATE SURPLUS PROPERTY (WENCH TRUCK) AND ADVERTISE FOR BIDS TO SELL.
ALL VOTING YES
- 11. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE BUDGET AMENDMENT#8 REQUEST.
ALL VOTING YES (SEE ATTACHED)
- 12. MOTIONED BY R.R "DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE OF APPLICATION FOR U.S. DEPARTMENT OF JUSTICE LOCAL LAW ENFORCEMENT BLOCK PROGRAM TO PROVIDE GRANT FUNDS FOR THE PURCHASE OF SHERIFF'S DEPARTMENT EQUIPMENT.
ALL VOTING YES
- 13. MOTIONED BY BOBBY SMITH, SECONDED BY B E."SLIM" SPEIGHTS TO APPROVE PAYMENT OF BILLS BY SCHEDULE, PLUS ADDENDUM.
ALL VOTING YES.

DATE	AMOUNT	CHECK NUMBERS:
6-24-96	255.77	116791 - 116793
6-28-96	219,400.19	116794 - 116910
7-02-96	103,660.64	116911 - 116918
7-03-96	471,566.93	116919 - 117068
7-08-96	537.48	ADDENDUM

- 14. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE PERSONNEL ACTION FORMS
ALL VOTING YES. (SEE ATTACHED)
- 15. MOTIONED BY BOBBY SMITH, SECONDED BY B E."SLIM" SPEIGHTS TO DELETE ITEM#15 "TAKE ANY/ALL NECESSARY ACTION PERTAINING TO PURCHASE OF UTILITY VAN FOR SHERIFF'S DEPARTMENT".
ALL VOTING YES.
- 16. MOTIONED BY R.R "DICK" HUBERT, SECONDED BY B E."SLIM" SPEIGHTS TO ADJOURN COURT THIS 8th DAY OF JULY, 1996 AT 10 45 AM.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

*Item #10***LEASE AGREEMENT
RADIO TOWER SPACE**

THE STATE OF TEXAS)
)
COUNTY OF POLK)

In consideration of the covenants herein contained between THE COUNTY OF POLK, herein referred to as County, and SAM HOUSTON ELECTRIC COOPERATIVE, INC , herein referred to as SHECO, the parties mutually agree as follows

A. SHECO hereby grants non-exclusive permission to the County to install, repair, maintain and operate radio communications equipment described on 400 linear feet of antenna space in Livingston, Polk County, Texas, and utilize the antenna system owned and operated at the location by SHECO in connection with SHECO's existing radio equipment SHECO will make available to County the following

- (1) Space on a suitable tower for the mounting of two (2) antennae for two-way radio communications system and space for all necessary transmission lines
- (2) Space in a building for the installation of County's transmitting and receiving equipment Building space will be approximately twelve (12) square feet
- (3) Access to the building and/or equipment at all times
- (4) Electrical power supply metered separately to County's equipment and electrical power bills will be paid by County
- (5) Tower space at sufficient height to enable one antenna to be mounted approximately 200 feet above ground level and one to be mounted approximately 400 feet above ground level
- (6) Area to be serviced at County's expense by local telephone service approved by SHECO for remote control

B In addition to payment of power consumption, County agrees to pay SHECO One Hundred Fifty-six and No/100 Dollars (\$156 00) per month, due and payable on the first day of each and every month, during the term of this Lease Should the Lease be terminated as herein provided, other than by lapse of time, all obligations to pay rent under the terms of this Lease shall be made only to the date of such termination

LEASE AGREEMENT**Page 2**

- C** Lease will be for a term of forty-eight (48) months, commencing August 1, 1996 and expiring July 31, 2000. Either party shall have the right for any reason to cancel and terminate this Lease by giving written notice ninety (90) days prior to cancellation.
- D** It is further understood and agreed that County's equipment, its installation, maintenance, and operation will in no way damage the building or tower structure or interfere with the maintenance of SHECO's facility, including any tower structure and tower lighting system. In such event, this Lease may, at SHECO's option, terminate by giving County ten (10) days notice thereof.
- E** County agrees to take any necessary precautions, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from County's use of the tower. If, in SHECO's judgment, County has not taken such necessary precautions, SHECO shall have the right by written notice to County to terminate the permission herein granted. SHECO shall not be in any way responsible to any person or entity for the adequacy or inadequacy of such precautions of County and in that regard, County agrees to indemnify and to save and hold SHECO harmless for all costs, expenses and liabilities resulting from the operation of County's equipment and other property.
- F** County agrees to install radio equipment of a type and frequency which will not cause interference to the facility and does hereby agree to make no changes in equipment or frequency without prior approval of SHECO. In the event County's equipment causes interference, County will immediately take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within a length of time, not to exceed thirty (30) days, the County agrees to remove its equipment from SHECO's property and this Lease shall then terminate without further obligation on either part except as may be specifically enumerated herein.
- G** SHECO shall not be liable to County for any interference or interruption to service of County, regardless of whether such interference or interruption is caused by the negligence of SHECO or by any other cause including, but not limited to, any interference with or interruption to the signals, messages and other communications and transmissions, or for interference with the operation of the equipment of County, or for any damage or injury to such equipment.
- H** County shall exercise special precautions to avoid damage to facilities of SHECO and County hereby assumes all responsibility and agrees to make payment for any and all such damage so caused by County, its contractors, or

LEASE AGREEMENT

Page 3

the employees of either, to property of SHECO County shall make an immediate report to SHECO of the occurrence of any such damage, and hereby agrees to reimburse SHECO for the expense incurred in making necessary repairs or replacements

- I County agrees to, at all times, indemnify, provide defense for, reimburse and hold harmless SHECO, its predecessors, successors, subsidiaries and affiliates, now existing or those existing in the future, and the irrespective directors, officers, employees, agents and representatives from and against all suits, actions, causes of action or claims of any character type or description brought or made for or on account of, and all losses and damages arising, directly or indirectly, from (a) damage or injury to property of SHECO, (b) personal or bodily injuries or deaths of any person, including, but not limited to employees of County, subcontractors (and their employees) of County, or (c) any other type of injury or damage sustained by any person, any or all of which arise out of or result directly or indirectly, from the operations of County, or its subcontractors, or the employees of either, or any other person or entity performing work of any kind on behalf of County The specific acts or consequences of acts of County falling within its operation include, but are not limited to, installing inspecting, repairing, maintaining, relocating or removing County's equipment the presence of County's equipment or the presence of County or County's subcontractors or employees of either, in the vicinity of SHECO's facilities or equipment

It is the intention of both parties to this agreement that the indemnification provided by County to SHECO in this article shall apply whether or not the losses, liability, claims demands or suits covered hereunder arise from the sole or concurring negligence of SHECO, its predecessors, successors subsidiaries and affiliates, now existing or those existing in the future, and their respective directors, officers, employees, agents or representatives The provisions of this article are severable and invalidity or ineffectiveness of such, of any word, phrase or sentence shall not impair the validity and effectiveness of all remaining words, phrases and sentences in this section

- J SHECO will not grant a Lease to any other party for use of this property if such grant would in any way affect or interfere with County's use of the property
- K. SHECO agrees to maintain the tower and equipment house in properly operating condition Cost of lighting, painting and repair to SHECO's property shall be borne by SHECO County agrees to provide and maintain their property and equipment in satisfactory condition as to appearance and safety, and to make any repairs to SHECO's property as a result of any damage to SHECO's property by County

LEASE AGREEMENT

Page 4

- L.** All installations and operation in connection with this tower, either by SHECO or by County, shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Authority, and electrical codes of the city or county and state concerned. Under this Lease, SHECO assumes no responsibility for the licensing, operation and/or maintenance of County's radio equipment. County has the responsibility of carrying out the terms of FCC License with respect to tower light observation and notification to FAA.
- M.** SHECO agrees that County shall have free access to the building for the purpose of installing the radio equipment and, during the continuation of this Lease, free ingress and egress to said building is hereby granted to the County for the purpose of maintenance and repair of its equipment. This free ingress and egress shall be subject to the requirements of any facility owner and SHECO. It is agreed, however, that only authorized engineers or employees of the County, FCC inspectors, or persons under direct supervision will be permitted to enter said property.
- N.** SHECO shall be responsible for the declaration and payment of any applicable taxes or assessments against the property owned by SHECO.
- O.** It is agreed by and between the parties that SHECO is not an insurer, that the payments of rental by the County as herein provided are based solely on the value of the services and facilities provided in this Lease agreement. It is further agreed that SHECO shall not be liable to County for damages to County's property caused by acts of God, or other acts beyond the control of SHECO although SHECO shall exercise due diligence to restore services and facilities regardless of the nature of such cause.
- P.** All obligations, as well as all rights and privileges contained herein shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. However, the County shall not, in any event, assign this Lease without prior written approval of SHECO.
- Q.** County is to make arrangements for installation of any control lines as may be required for operation of County's radio equipment.
- R.** In the event of County's default in the payment of rentals or County's failure to comply with any other provision of this Lease, SHECO may at its option terminate this Lease upon three (3) days written notice to County, and without affecting its right to sue or otherwise collect for all past due rentals and any other damages to which SHECO may be lawfully entitled.

EXECUTED THIS THE 8th DAY OF July, 1996

SAM HOUSTON ELECTRIC COOPERATIVE, INC

By *H E Striedel*
H E Striedel, General Manager

THE COUNTY OF POLK

By *John P Thompson*
John P Thompson, County Judge

By *B E "Slim" Speights*
B E "Slim" Speights, Commissioner

By *Bobby Smith*
Bobby Smith, Commissioner

By *James J "Buddy" Purvis*
James J "Buddy" Purvis, Commissioner

By *R R "Dick" Hubert*
R R "Dick" Hubert, Commissioner

POLK COUNTY - BUDGET AMENDMENT
 REQUEST #8
 REQUESTED 7/8/96
 REQUESTED BY Karen Remmert, County Auditor

Sheet 1

COPY

	Increase	Decrease	Comments
010-560-392 Sheriff - Animal Shelter	1,232 00		Donations & Citizen payments for animal shelter
015-621 205 R&B Pct 1 - Uniforms	1 600 00		To cover expenditures for remaining fiscal year
015-621-490 Miscellaneous		1 600 00	Move money to cover line item expenditures
015-622 100 R&B Pct 2 - Budget Carryover	37 589 44		Soil & Water Conservation monies received, deletes deficit and adjusts to a carryover \$33 727 95 to allocate to other line items
015-622-337 Material/Supplies	5 545 06		To cover expenditures for remaining fiscal year
015-622-456 Parts & Repair	2,876 23		To cover expenditures for remaining fiscal year
015-622-490 Miscellaneous		772 27	Move money to cover line item expenditures
015-622 571 Road Machinery & Equipment		2 103 96	Move money to cover line item expenditures
015-622 573 Capital Outlay Purchases		5 545 06	Move money to cover line item expenditures
015-623 100 R&B Pct 3 - Budget Carryover	179 993 69		Sale of Road Graders \$346 700 \$128 667 32 Capital Purchase Outlay (pay for 1 motorgrader \$119 000 repay bank loans \$32,159 72),
015-623 573 Capital Outlay Purchases	151 159 72		repay Pct. 4 Permanent Road money loan of \$15 546 59 and
015-620-703 Loan to Pct.#3 from Pct.#4	15,546 59		apply remainder to Budget Carryover \$179 993 69 allowing \$38,596 77 to allocate to other line items
	<u>395,542.73</u>	<u>10,021.29</u>	Difference is due to sale of assets, EWP money and donations

Date Approved:
 Approved By:

7/8/96


FOR RECORD
DEBENTURE
TOTAL OF ALL SUCH

THE PRECEDING IS A SUMMARY OF THE RECORD AS APPEARED IN THE
DATE 6/24/96

Agent of Record
Robert J. O'Connell
John P. O'Connell

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

6-28-96

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

1
and the Formist
Legat, Kuala Lumpur
John P. Clinger

100	...	...
102	...	...
104	...	...
106	...	...
108	...	...
110	...	...
112	...	...
114	...	...
116	...	...
118	...	...
120	...	...
122	...	...
124	...	...
126	...	...
128	...	...
130	...	...
132	...	...
134	...	...
136	...	...
138	...	...
140	...	...
142	...	...
144	...	...
146	...	...
148	...	...
150	...	...
152	...	...
154	...	...
156	...	...
158	...	...
160	...	...
162	...	...
164	...	...
166	...	...
168	...	...
170	...	...
172	...	...
174	...	...
176	...	...
178	...	...
180	...	...
182	...	...
184	...	...
186	...	...
188	...	...
190	...	...
192	...	...
194	...	...
196	...	...
198	...	...
200	...	...

THE PRECEDING LIST OF BILLS PAIDABLE HAS BEEN RECEIVED AND APPROVED BY THE SENATE

DATE July 2, 1956 APPROVED BY

Walter L. Dill
John P. Clinger

STATE OF MISSISSIPPI

FUND	DESCRIPTION	AMOUNT
1	GENERAL FUND	19,216.52
2	ROAD & BRIDGE ADM	19,216.52
3	EMERGENCY SERV CES	19,216.52
4	FETAL DEATH FUND	445.85
5	LAW LIBRARY FUND	825.00
6	CORRECTIONAL INST FUND	825.00
7	AGRICULTURE	174,960.00
8	DEBT SERVICE FUND	9,291.00
9	1974 C & JAIL BLDG RENOV ISSUE	423.27
10	1974 C & JAIL BLDG RENOV ISSUE	423.27
11	1974 C & JAIL BLDG RENOV ISSUE	423.27
12	CULTURE RECORDS MGMT FUND	1,774.66
TOTAL OF ALL FUNDS		371,566.91

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

DATE 2-3-96 John P. Dinger
 APPROVED BY John P. Dinger



KAREN REMMERT
County Auditor

POLK COUNTY
LIVINGSTON TEXAS

July 5 1996

Addendum to Schedule of Bills for Commissioners Court

Wal-Mart (Animal Shelter) Upon approval Budget Amendment #8	\$ 92 24
K Remmert - Mileage for County Inventory	254 29
W A Cook - Animal Shelter Upon approval Budget Amendment #8	175 00
Shirleen Cowen - Mileage for Inventory	15 95
TOTAL	\$ 537 48