

Posting #14



**COMMISSIONERS COURT**

**of Polk County, Texas**

**February 22, 2000**

10 00 a m.

County Courthouse, 3rd floor  
Livingston, Texas

**NOTICE** is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above at which time the following subjects will be discussed

**Agenda topics**

- 1 CALL TO ORDER
- 2 PUBLIC COMMENTS
- 3 INFORMATIONAL REPORTS
  - A Report from Delinquent Tax Collection firm
  - B Discussion of Attorney General Opinion regarding the posting of public comments
- 4 APPROVAL OF MINUTES of the Meeting of February 4 2000
- 5 CONSIDER RENEWAL OF CONTRACT WITH HARRIS COUNTY FOR AUTOPSY SERVICES
- 6 CONSIDER APPROVAL OF PRELIMINARY PLAT FOR COUNTY LANE SUBDIVISION
- 7 CONSIDER APPROVAL TO HIRE DAVID J WAXMAN INC AS DISASTER RELIEF GRANT ADMINISTRATOR
- 8 CONSIDER APPROVAL OF VOTING LOCATION CHANGE FOR ELECTION PRECINCT #2 FROM ACE ASSEMBLY OF GOD CHURCH TO ACE VOLUNTEER FIRE DEPARTMENT
- 9 CONSIDER APPROVAL TO SCHEDULE COUNTY SURPLUS AUCTION
- 10 CONSIDER AGREEMENT FOR FIRE ALARM SERVICES AT REGIONAL HEALTH CENTER.
- 11 CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR PCT 4 PURCHASE OF TWO MAINTAINERS WITH SALE/TRADE IN OF USED MAINTAINERS
- 12 CONSIDER APPROVAL TO CONTRACT FOR PROFESSIONAL SERVICES RELATING TO POSSIBLE REDISTRICTING BASED UPON 2000 CENSUS
- 13 CONSIDER APPROVAL TO ADVERTISE FOR SALE OF SALVAGE BUILDING (SHED) LOCATED ON COUNTY OWNED PROPERTY IN BIG THICKET LAKE ESTATES
- 14 CONSIDER SHERIFF S DEPT REQUEST FOR COPS PROGRAM GRANT APPLICATION
- 15 CONSIDER ACCEPTANCE OF ROADS FOR COUNTY MAINTENANCE Certain portions of Imogene Nugent Dr and Adams Arc in Nugents Cove Subdivision( 65 mi total) - Pct 1
- 16 CONSIDER APPROVAL TO UTILIZE FUND BALANCE FOR PAYMENT OF ROAD & BRIDGE E W P EXPENSE REPAYING BALANCE UPON RECEIPT OF PROGRAM FUNDS
- 17 CONSIDER APPROVAL OF BUDGET AMENDMENTS
- 18 SCHEDULES OF BILLS
- 19 PERSONNEL ACTION FORMS
- 20 CONSIDER DETERMINATION OF OVERTIME COMPENSATION FOR AGRICULTURAL EXTENSION INTERN  
EXECUTIVE SESSION as authorized under Loc Govt Code Sec 551 072
- 21 CONSIDER APPROVAL TO ISSUE REQUEST FOR PROPOSALS FOR CONTRACTUAL OPERATION OF POLK COUNTY WASTE MANAGEMENT DEPARTMENT
- 22 CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR SALE OF POLK COUNTY WASTE MANAGEMENT FACILITIES

ADJOURN

**Dated February 16, 2000**

Commissioners Court of Polk County Texas

By John P. Thompson  
John P Thompson County Judge

**“COMMISSIONERS COURT”**

BE IT REMEMBERED ON THIS THE 22<sup>nd</sup> DAY OF FEBRUARY, 2000  
THE HONORABLE COMMISSIONERS COURT MET IN “REGULAR ”  
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
PRESENT, TO WIT

JUDGE JOHN P THOMPSON, PRESIDING

B E "Slim" SPEIGHTS COUNTY COMMISSIONER PCT#1, BOBBY SMITH  
COUNTY COMMISSIONER PCT #2, JAMES J "Buddy" PURVIS COUNTY  
COMMISSIONER PCT#3, R R "Dick" HUBERT COUNTY COMMISSIONER PCT#4,  
BARBARA MIDDLETON COUNTY CLERK, & BILL LAW COUNTY AUDITOR,  
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD,  
CONSIDERED & PASSED

1 JUDGE JOHN THOMPSON CALLED THE MEETING TO ORDER AND WELCOMED  
GUEST AT 10 00 A M  
Rev Victor Winkelman of the Trinity Lutheran Church of Livingston delivered the opening  
prayer

2 PUBLIC COMMENTS NONE

**3 INFORMATIONAL REPORTS**

A Judge Thompson discussed an Attorney General's Opinion relating to the way in  
which public comments may be handled in a Commissioners Court session Although  
the law does not REQUIRE the court to hear public comments (unless the meeting  
being held is a public hearing), it now sites the circumstances under which the  
Court must post any Public Comment Topics that it reasonably expects to receive  
Under the Open Meetings Act, the Court may only answer a rhetorical question posed  
by the public which has not been posted on the agenda, and may not hold any  
discussion of an item presented, other than to place such an item on a future agenda  
for discussion

B Stephen Meeks of Linebarger Heard Goggan Blair Graham Pena & Sampson gave a  
Report on the success of the County's delinquent tax collection status, for the 1999 yr

C James Richardson of Waste Management reported to Commissioners' that the  
D6H Cat Dozer, the court voted to refurbish by Mustang Tractor & Equipment Co  
has been totally rebuilt and it is performing very well

D Commissioner Purvis announced that the Houston Food Bank is coordinating with a  
Church in the Corrigan Area, setting up a distribution center for the needy families  
Anyone wishing to meet with this group to establish more centers, just call his office  
or Judge Thompson to ask for the phone number

E Marion "Bid" Smith, Voter Registration reminded everyone to check their new voter  
Registration cards to make sure that they have the correct address on it Early Voting  
will be beginning February 28, 2000 for the March 14th Primaries

\*F Commissioner Purvis held a discussion about maintaining roads that are in  
subdivisions (private roads) as county roads The court informed him that the  
only roads that he must maintain are the dedicated roads (to the county) which have  
been brought up to standard specifications \*End of today's meeting, 12 01 PM

- 4 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
APPROVAL OF MINUTES OF THE MEETING OF FEBRUARY 4, 2000  
ALL VOTING YES
- 5 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVE RENEWAL OF CONTRACT WITH HARRIS COUNTY FOR AUTOPSY  
SERVICES  
ALL VOTING YES (SEE ATTACHED)
- 6 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY JAMES J "Buddy" PURVIS,  
APPROVAL OF PRELIMINARY PLAT FOR COUNTY LANE SUBDIVISION  
ALL VOTING YES
- 7 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVAL TO HIRE DAVID J WAXMAN, INC AS DISASTER RELIEF GRANT  
ADMINISTRATION & AUTHORIZE JUDGE THOMPSON TO SIGN CONTRACTS  
ON BEHALF OF THE COUNTY  
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY JAMES J "Buddy" PURVIS  
TO APPROVE CHANGE OF VOTING LOCATION FOR ELECTION  
PRECINCT #2 FROM ACE ASSEMBLY OF GOD CHURCH TO SOUTH POLK  
COUNTY VOLUNTEER FIRE DEPARTMENT AT ACE COMMUNITY ON  
(Farm to Market Road) FM 2610  
ALL VOTING YES
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, TO  
APPROVE SCHEDULE OF THE COUNTY SURPLUS AUCTION, FOR  
APRIL 1, 2000 & AMEND MOTION TO INCLUDE THE LOCATION OF THE  
AUCTION WILL BE AT DICK HUBERT'S AUCTION SITE, HWY 59 NORTH  
ALL VOTING YES
- 10 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH,  
APPROVE AGREEMENT FOR FIRE ALARM SERVICES AT REGIONAL  
HEALTH CENTER, AND AUTHORIZE JUDGE THOMPSON TO SIGN  
AGREEMENT ON BEHALF OF THE COUNTY  
ALL VOTING YES (SEE ATTACHED)
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVAL TO ADVERTISE FOR BIDS FOR PRECINCT #4 "PURCHASE  
OF TWO MAINTAINERS, WITH SALE OR TRADE-IN OF USED MAINTAINERS  
ALL VOTING YES
- 12 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
APPROVAL TO CONTRACT WITH GUINN & MORRISON FOR  
PROFESSIONAL SERVICES RELATING TO POSSIBLE REDISTRICTING  
BASED UPON 2000 CENSUS COUNT  
ALL VOTING YES (SEE ATTACHED)

13 FIRST MOTION

MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY BOBBY SMITH,  
 APPROVAL FOR PRECINCT #1, TO ADVERTISE FOR SALE & REMOVAL  
 OF SALVAGE BUILDING (10' x 12' SHED) LOCATED ON COUNTY RIGHT  
 OF WAY PROPERTY IN BIG THICKET LAKE ESTATES  
 ALL VOTING YES

MOTION AMENDED.

MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
 APPROVAL FOR COMMISSIONER SPEIGHTS TO TEAR DOWN  
 SHED/BUILDING (VALUE NOT WORTH TAKING BIDS) & REMOVE  
 ALL VOTING YES

14 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
 APPROVAL OF SHERIFF'S DEPT REQUEST TO APPLY FOR C O P S  
 PROGRAM GRANT APPLICATION FOR (4) MORE DEPUTIES  
 ALL VOTING YES

15 MOTIONED BY B E "Slim" SPEIGHTS AND SECONDED BY BOBBY SMITH,  
 APPROVAL TO ACCEPT ROADS FOR COUNTY MAINTENANCE, LOCATED  
 IN NUGENT'S COVE SUBDIVISION, PRECINCT #1,  
 Certain portions of Imogene( 15 mi ), Nugent Drive ( 3 mi ), &  
 Adams Arc( 2 mi ), making a Total of 65 mile  
 ALL VOTING YES (SEE ATTACHED)

16 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,  
 APPROVAL TO UTILIZE FUND BALANCE FOR PAYMENT OF ROAD  
 & BRIDGE PRECINCT #2, E W P EXPENSE, REPAYING BALANCE ON  
 RECEIPT OF PROGRAM FUNDS  
 ALL VOTING YES

17 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
 APPROVAL OF BUDGET AMENDMENT # 2000-10  
 ALL VOTING YES (SEE ATTACHED)

18 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
 APPROVAL AND PAYMENT OF BILLS BY SCHEDULE (plus addendums)  
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
2 04 2000	— 110 00	Void Check #147295
2 04 2000	— 45 68	Void Check # 143151
2 04 2000	14, 095 04	147805 147930
2 09 2000	250,000 00	Electronic Transfer Texpool
2 09 2000	208,581 17	147931 147948
2 09 2000	100 00	147949
2 10 2000	14,123 95	75 76 & 82 526 528 270 271

	DATE	AMOUNT	CHECK NUMBERS
	2 11 2000	28,329 97	147950 148065
	2 11 2000	201,055 51	Electronic Transfer Texpool
	2 16 2000	131, 393 85	148066 148208
Add	2 17 2000	180,033 38	148209 148227
Add	2 22 2000	64,533 07	(Addendum) To appear on future schedule

19 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Shm" SPEIGHTS,  
APPROVAL OF PERSONNEL ACTION FORMS  
ALL VOTING YES (SEE ATTACHED)

20 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
APPROVAL TO DETERMINE COMPENSATION ( COMP-TIME ) FOR  
AGRICULTURAL EXTENSION (College) INTERN, AS PER THE COUNTIES  
WRITTEN POLICY EARNING & USING COMPENSATORY TIME  
ALL VOTING YES

***Recess Regular Session at 10.40 A.M.***

EXECUTIVE SESSION BEGIN AT 10 50 AM  
Authorized under Govn't Code, Sec 551 072 Court discussing certain matters  
relating to real property

EXECUTIVE SESSION ENDED AT 11 55 A.M

***Reconvene into Regular Session.***

21 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
APPROVAL TO ISSUE REQUEST FOR PROPOSALS FOR THE  
CONTRACTUAL OPERATION OF THE POLK COUNTY WASTE  
MANAGEMENT DEPARTMENT  
ALL VOTING YES

22 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PARVIS,  
APPROVAL TO ADVERTISE FOR BIDS FOR THE SALE OF THE POLK  
COUNTY WASTE MANAGEMENT FACILITIES  
ALL VOTING YES

23 MOTIONED BY R R. "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
TO ADJOURN COURT THIS 22 nd DAY OF FEBRUARY 2000 AT  
ALL VOTING YES

  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST

  
BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT 2000\FEB22 WPD

Item #5

**INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and between **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas, and **POLK COUNTY**, a body corporate and politic under the laws of the State of Texas, pursuant to the Interlocal Cooperation Act, TEX GOVT CODE ANN §§791 001 - 791 030 (Vernon Supp 2000)

RECITALS

Harris County has established and maintains the Office of the Harris County Medical Examiner (the "Medical Examiner") pursuant to TEX CODE CRIM PROC ANN art 49 25 (Vernon Supp 2000), and

Polk County desires the services of the Medical Examiner or her assistants to perform autopsies and provide court testimony in connection with cases where the death occurred in Polk County and in cases involving a criminal investigation or prosecution conducted by Polk County's prosecuting attorney regarding the cause of death, and

Pursuant to Chapter 771 of the Texas Government Code, Harris County and Polk County desire to execute an interlocal agreement for the performance of autopsies in Polk County

TERMS

A Harris County agrees that Polk County may request that the Medical Examiner and her assistants perform autopsies and provide court testimony regarding the cause of death. These services shall be performed under the supervision of the Medical Examiner and shall include such other duties as are customarily performed by one holding the position of Medical Examiner when performing an autopsy

B Upon completion of an autopsy requested by Polk County, the Medical Examiner shall file a report setting forth the findings in detail with the office of the Justice of the Peace who requested the autopsy. It is understood and agreed that the Medical Examiner shall keep full and complete records in accordance with TEX. CODE CRIM PROC ANN art. 49 25, §11 (Vernon Supp 2000)

C Harris County, acting through the Medical Examiner, agrees to furnish facilities, personnel, equipment, laboratory tests, and supplies necessary to perform the autopsies requested by Polk County

II

The term of this Agreement shall commence on April 1, 2000, and (unless sooner terminated in accordance with the provisions hereof) end on March 31, 2001

III

A In consideration for the services provided by Harris County under this Agreement, Polk County agrees to pay Harris County the sum of One Thousand Two Hundred and NO/100 Dollars (\$1,200 00) for each autopsy performed at the request of Polk County This basic fee includes only those services specifically set forth in Attachment A to this contract This fee does not include costs for special tests that may be required Polk County agrees to pay for any special tests, including, but not limited to DNA tests, that may be required by the Justice of the Peace, prosecuting attorney, or for identification purposes, based upon Harris County's reasonable cost Polk County further agrees to pay Harris County the additional sum of \$200 00 per hour for the time spent by the Medical Examiner or deputies in providing court testimony in cases prosecuted by the prosecuting attorney for Polk County, including their travel time to and from court and any time spent waiting to provide court testimony

B By the 10<sup>th</sup> day of the subsequent calendar month, commencing with the calendar month of May, 2000 and ending with the calendar month of April, 2001, (unless the term of this Agreement is sooner terminated in accordance with the provisions hereof), Harris County agrees to submit to Polk County a written invoice requesting payment for the services performed under this Agreement the preceding calendar month Such invoice shall list the total number of autopsies performed for Polk County, the date or dates that the autopsies were performed, and the total amount due for services performed Polk County agrees to pay the same within thirty (30) days of its receipt of the date of the invoice If Polk County fails to pay the full amount due within sixty (60) days of the date of the invoice the Medical Examiner's office will not receive or accept any additional cases until all outstanding amounts are paid in full Polk County fully understands and agrees that once a body is delivered to the Harris County Medical Examiner's Office and a case number is assigned, Polk County must pay the basic fee

IV

It is understood between the parties that Polk County shall have available the total maximum sum of Four Thousand and No/100 Dollars (\$4,000 00) certified available by Polk County as evidenced by the certification of funds set out in this Agreement, and any additional amounts which may be certified available by Polk County to fully discharge any and all liabilities which may be incurred by Polk County, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement In the event funds certified available by Polk County for this Agreement are no longer sufficient to compensate Harris County for the services provided under this Agreement, Harris County may immediately terminate this Agreement and Harris County shall have no further obligation to perform any services until Polk County certifies additional funds Polk County agrees to



immediately notify Harris County regarding any additional certification of funds by Polk County for this Agreement

V

A It is understood and agreed that either Harris County or Polk County may terminate this Agreement, with or without cause, prior to the expiration of the term set forth above upon thirty (30) days prior written notice to the other party. Within ten (10) days after the effective date of such termination, Harris County shall submit its termination statement requesting payment for the month in which termination occurs in the manner set out above for submitting monthly statements.

B If Polk County defaults in the payment of any obligation hereunder, Harris County is authorized to terminate this Agreement with or without notice. Further, if Polk County defaults in payment of any obligation hereunder, Polk County is liable for expenses incurred by Harris County as a result of the default, including, but not limited to, attorney's fees, costs, and interest at the rate of 1% per month on all past due amounts. The amount of expenses incurred and interest accrued, if any, is in addition to any monies due for services rendered under this Agreement.

VI

Any notice permitted or required to be given to Polk County by Harris County hereunder may be given by certified United States Mail, postage prepaid, return-receipt requested, addressed to Polk County at the following address:

Commissioners Court, Polk County  
Courthouse  
Livingston, Texas 77351  
Attention: County Judge

This contract and any notice permitted or required to be given by Polk County to Harris County hereunder may be sent by certified United States Mail, postage prepaid, return-receipt requested, addressed to Harris County at the following address:

Commissioners Court, Harris County  
Harris County Administration Building  
1001 Preston, Ninth Floor  
Houston, Texas 77002  
Attention: County Judge

Any notice mailed as provided for herein shall be deemed given and completed upon deposit in the United States Mail as aforesaid. Either party may designate a different address by giving the other party ten days' written notice.

VII


This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed Any oral representations or modification concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto


EXECUTED in triplicate originals on this \_\_\_ of FEB 22 2000, 2000

APPROVED AS TO FORM

MICHAEL P FLEMING  
County Attorney

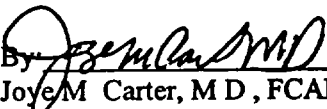
HARRIS COUNTY

By   
JACQUELINE LUCCI  
Assistant County Attorney

By   
Robert Eckel  
County Judge

APPROVED

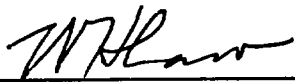
POLK COUNTY

By   
Joye M Carter, M D , FCAP  
Harris County Medical Examiner

By   
County Judge

**CERTIFICATION OF FUNDS**

I hereby certify that funds are available in the amount of \$4,000 00 to pay the obligation of Polk County under this contract

  
County Auditor  
Polk County, Texas

ORDER

Presented to Commissioners' Court

FEB 22 2000

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

APPROVE \_\_\_\_\_  
Recorded Vol \_\_\_\_\_ Page \_\_\_\_\_

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_ day of FEB 22 2000, 2000, with the following members present, to-wit

Robert Eckels  
El Franco Lee  
James Fonteno  
Steve Radack  
Jerry Eversole

County Judge  
Commissioner, Precinct No 1  
Commissioner, Precinct No 2  
Commissioner, Precinct No 3  
Commissioner, Precinct No 4

and the following members absent to-wit none, constituting a quorum, when among other business, the following was transacted

ORDER APPROVING INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND POLK COUNTY FOR THE PERFORMANCE OF AUTOPSY SERVICES

Commissioner EVERSOLE introduced an order and made a motion that the same be adopted Commissioner FONTENO seconded the motion for adoption of the order The motion, carrying with it the adoption of the order, prevailed by the following vote

AYES 4  
NAYS 0  
ABSTENTIONS 1 - Judge Eckels

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted The order thus adopted follows

RECITALS.

Harris County desires to enter into an interlocal agreement with Polk County authorizing the Harris County Medical Examiner or her assistants to perform autopsies and provide court testimony in connection with cases where the death occurred in Polk County and in cases involving a criminal investigation or prosecution conducted by Polk County's prosecuting attorney regarding the cause of death

Pursuant to Chapter 771 of the Texas Government Code, Harris County and Polk County desire to execute an interlocal agreement for the performance of autopsies at the request of Polk County

**NOW, THEREFORE,**

**BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY,  
TEXAS THAT**

Section 1 The recitals set forth in this order are true and correct

Section 2 The County Judge of Harris County is hereby authorized to execute an Interlocal Agreement between Harris County and Polk County, which is attached hereto and incorporated by reference as if set forth fully herein, for the performance of autopsies by the Harris County Medical Examiner or her assistants for certain deaths which occur in Polk County

**MEDICAL LEGAL TOXICOLOGY LABORATORY DRUG TESTING**

April 3, 1998

**I Analgesics - reduce or eliminate pain**

**A Narcotic**

**1 Synthetic**

mependine (Demerol)  
methadone (Dolophine)  
pentazocine (Talwin)  
propoxyphene (Darvon)  
tramadol (Ultram)  
fentanyl (Sublimaze)

**2 Semisynthetic (opiates) - derived from the opium plant**

codeine  
hydrocodone (Vicodin)  
hydromorphone (Dilaudid)  
morphine  
oxycodone (Percodan)

**B Non-narcotic**

acetaminophen (Tylenol)  
salicylates (Aspirin)  
ibuprofen (Advil)

**II Antidepressants - relieve depression**

**A Tricyclic**

amitriptyline (Elavil)  
amoxapine (Asendin)  
clomipramine (Anafranil)  
desipramine (Norpramin)  
doxepin (Siquan)  
imipramine (Tofranil)  
nortriptyline (Aventyl)  
trimipramine (Surmontil)

**B Other**

fluoxetine (Prozac)  
paroxetine (Paxil)  
trazodone (Desyrel)  
venlafaxine (Effexor)  
sertraline (Zolaft)  
bupropion (Wellbutrin)  
amoxapine (Ascendin)

## Medical Legal Toxicology Laboratory Drug Testing - continued

- III            **Anticonvulsants - prevent or relieve convulsions**  
                 carbamazepine (Tegretol)  
                 phenytoin (Dilantin)  
                 phenobarbital (Luminal)
- IV            **Antihistamines - counteract action of histamine Produce drowsiness antiallergics**  
                 chlorpheiramine (Chlor-Trimeton)  
                 dimenhydrinate (Dramamine)  
                 diphenhydramine (Benadryl)  
                 doxylamine (Unisom)  
                 hydroxyzine (Atarax)  
                 pheniramine (in Triamin)
- V            **Hallucinogens - produce hallucinations**  
                 Marijuana  
                 phencyclidine (PCP)
- VI            **Hypnotics - induce sleep**
- A.    **Barbiturates**  
                         amobarbital (Amytal)  
                         barbital  
                         butabarbital (Butisol)  
                         butalbital (Fiorinal)  
                         pentobarbital (Nembutal)  
                         phenobarbital (Luminal)  
                         secobarbital (Seconal)
- B    **Nonbarbiturates**  
                         ethchlorvynol (Placidyl)  
                         ethinamate (Valmid)  
                         flurazepam (Dalmane)  
                         glutethimide (Doriden)  
                         methaqualone  
                         zolpidem (Ambien)  
                         chloral hydrate (Noctec)

## Medical Legal Toxicology Laboratory Drug Testing - continued

- VII**            **Stimulants**
- A.**        **Sympathomimetic amines - mimic sympathetic nervous system**
- amphetamine (Benzedrine)
  - ephedrine (Primatene)
  - methamphetamine (Desoxyn)
  - methylphenidate (Ritalin)
  - phenmetrazine (Preludin)
  - phentermine (Fastin)
  - phenylpropanolamine (PPA) ( Contac, Acutrim)
  - pseudoephedrine (Sudafed)
  - fenfluramine
  - Methylenedioxyamphetamine
  - Methylenedioxymethamphetamine
- B**        **Others**
- Caffeine
  - Cocaine
  - Nicotine
  - strychnine
- VIII**        **Tranquilizers - induce a quieting or calming effect**
- A.**        **Benzodiazepines**
- alprazolam (Xanax)
  - chlordiazepoxide (Librium)
  - diazepam (Valium)
  - lorazepam (Ativan)
  - oxazepam (Serex)
  - temazepam (Restoril)
  - triazolam (Halcion)
- B**        **Phenothiazines**
- chlorpromazine (Thorazine)
  - thioridazine (Mellaril)
  - promethazine (Phenergan)
- C**        **Carbamates**
- carisoprodol (Soma)
  - meprobamate (Miltown)
  - methocarbamol (Robaxin)

- IX. Volatiles
  - alcohol
  - methanol
  - Isopropanol
  - Acetone
  
- X. Miscellaneous
  - A. Anti-psychotic
    - clozapine (Clozaril)
    - haloperidol (Haldol)
    - loxapine (Loxitane)
  
  - B. Muscle Relaxant
    - cyclobenzaprine (Flexeril)
  
  - C. Anesthetic
    - ketamine
    - lidocaine
  
  - D. Cardiac/Hypertension
    - diltiazem (Cardizem)
    - verapamil (Calan)
    - propranolol (Inderal)
  
- XI. Other
  - carbon monoxide
  - cyanide
  - heavy metals
  - ticlopidine (Ticlid) - platelet Inhibitor
  - dextromethorphan (Romilar) - antitussive
  - acetaminophen
  - olanzapine



Item # 7

THE STATE OF TEXAS            §  
COUNTY OF POLK                §                    KNOW ALL MEN BY THESE PRESENTS

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES**

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN THE COUNTY OF POLK, TEXAS hereinafter called the "Client", and DAVID J WAXMAN, INC , P O Drawer 900, Jasper, Texas 75951, referred to herein as the "Consultant", for the following Project

A 1999 Community Development Disaster Relief Road/Bridge Improvements Project funded by the U S. Department of Housing and Urban Development under Title I of the Community Development Act of 1974, (P L 95-128), as amended, awarded to said Client for a Road/Bridge Improvements Project for County Precincts Number 2 and Number 3

The Client and the Consultant agree as follows

**SECTION ONE. SCOPE AND EFFECT**

1 1 The Consultant shall provide professional services for the Project in accordance with the terms and conditions of this Agreement

1 2 This Agreement becomes of full force and effect on the 22<sup>nd</sup> day of February, 2000 and shall continue through the program period of the Grant

**SECTION TWO PROFESSIONAL SERVICES FEE**

2 1 For services necessary to provide for environmental assessment, technical assistance and training as described in Section 4, Compensation shall be computed on a lump sum basis of \$30,000 00 as per Attachment B.

2 2 Payment hereunder are expressly conditioned on receipt of and will be made exclusively from funds from the U.S Department of Housing and Urban Development or the local match fund as provided in the TCDP Grant Agreement.

**SECTION THREE: MATERIAL CHANGE IN SCOPE OF PROJECT**

3.1 The Client and the Consultant agree in accordance with the terms and conditions of this Agreement that the scope of the Project may not be materially changed by actions of the Client, or

the U.S. Department of Housing and Urban Development without the prior agreement, in writing, being first obtained from the Consultant, as to the compensation to be paid to the Consultant.

**SECTION FOUR. PROFESSIONAL SERVICES - ADMINISTRATION**

**4 1 ENVIRONMENTAL ASSESSMENT**

1) The Consultant shall conduct the Client's environmental assessment where such assessment is required

2) The Consultant shall prepare and maintain the environmental review record

3) The Consultant shall prepare addenda to the environmental assessment where needed.

**4 2 ADMINISTRATIVE SERVICES**

1) The Consultant shall establish and assist in maintaining or maintain all necessary records required by the Texas Department of Housing and Urban Development in the administration of the Grant and provide such controls as are necessary to ensure that all expenditures and contracts conform to, are within and are authorized by the applicable laws, grant documents and federal/state/local regulations

2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4 as prescribed by the Department of Housing and Urban Development.

3) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards.

4) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards

5) The Consultant shall prepare for the Client the required Performance Reports.

6) The Consultant shall aid the Client in responding to government audit findings, should they occur.

7) The Consultant shall maintain liaison with the U S Department of Housing and Urban Development on matters pertaining

to the CDBG process

- 8) The Consultant shall aid the Client in the scheduling of projects.
- 9) The Consultant shall aid the Client in the selection of other professionals where needed
- 10) The Consultant shall aid the Client in monitoring the contractual arrangements with other professionals.
- 11) The Consultant shall design and monitor the Community Development Grant Program
- 12) The Consultant shall establish an Environmental Review Record, including addendums to the Environmental Assessment where needed
- 13) The Consultant shall assist in identifying, recording and responding to citizen complaints concerning the CDBG Program.
- 14) The Consultant shall assist in implementation of Citizens Participation as required
- 15) The Consultant shall establish and assist in carrying out a process for acquiring land for housing sites and easements for such activities as water lines, sewer lines, sidewalks, drainage improvements, streets and park development in order to accomplish the objectives of the Grant where needed
- 16) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant
- 17) Prepare construction contracts which comply with Federal regulations Examples are Conflict of Interest, Access to Records, Copeland and Anti-kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (if contract over \$100,000), HUD Handbook (6500 3), OMB Circular A-102, Attachment O, Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503, etc.
- 18) Obtain contractor and subcontractor clearance from the State.
- 19) Check weekly payrolls to ensure compliance with Wage Decisions. Conduct on-site interviews and compare the results with appropriate payrolls
- 20) Monitor construction to ensure compliance with Equal

**Opportunity and Labor Standards Provisions.****4.3 TECHNICAL ASSISTANCE AND TRAINING.**

- 1) Records
- 2) Laws and Regulations
- 3) Environmental
- 4) Citizen Participation
- 5) Real Property Acquisition and Relocation
- 6) Citizen Complaints
- 7) Housing Assistance Implementation
- 8) Labor Standards
- 9) Construction Requirements
- 10) Bid Process
- 11) Project Selecting and Project Process

**SECTION FIVE. RESPONSIBILITIES OF THE OWNER**

5 1 The Client shall cooperate in implementing the Citizens' Participation Plan

5 2 The Chief Executive Officer shall execute all required certifications

5 3 The Client shall furnish such legal, accounting and auditing services as may be necessary for the Process.

5 4 The Client shall act timely on all resolutions so as not to delay project completion.

5 5 The Client shall be responsible for local zoning regulations

**SECTION SIX. PAYMENTS TO THE CONSULTANT:**

6.1 Payment to the Consultant for services in 4 1, 4.2 and 4 3 shall be based upon receipt of Federal funds from the Community Development Block Grant Program and Administered by the U.S. Department of Housing and Urban Development and shall be made as follows

- (a) Payments - Upon receipt of authorization of the Grant from the U.S. Department of Housing and Urban Development, the Consultant shall bill the Client on completion of project milestones per agreed percentage of the maximum amount of \$30,000.00 (See Attachment B)
- (b) No deductions shall be made from the Consultant's

compensation on account of penalty, liquidated damages, or other sums withheld from payments to the contractors

- (c) If the Project is suspended for more than three months or abandoned in whole or in part, the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Section Eight resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Consultant's compensations shall be subject to renegotiation.

#### SECTION SEVEN - CONSULTANT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times.

#### SECTION EIGHT - TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Consultant shall be paid all compensation for services performed and reimbursement expenses through the date of termination.

8.2 In the event of termination through no fault of the Consultant, the Consultant shall be paid his compensation for services performed to termination date, Reimbursable Expenses then due and termination expenses.

8.3 Termination Expenses are defined as those expenses directly attributable to termination.

#### SECTION NINE: OWNERSHIP OF DOCUMENTS

9.1 Drawings and Specifications and Studies as instruments of service are and shall remain the property of the Client whether the project for which they are made is executed or not.

#### SECTION TEN: SUCCESSORS AND ASSIGNS:

10.1 The Client and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to all the terms, conditions and covenants of this Agreement. Neither the

Client nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation wholly owned by principals shall be permitted.

**SECTION ELEVEN ARBITRATION**

11 1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the Texas Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include by consolidation, joinder or in any other manner, any additional party not a party to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described herein or with any party not named or described herein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11 2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the Texas Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11 3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**SECTION TWELVE EXTENT OF AGREEMENT**

12 1 This Agreement represents the entire and integrated Agreement between the Client and the Consultant either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

**SECTION THIRTEEN GOVERNING LAW**

13.1 Unless otherwise specified, this Agreement shall be

governed by the laws of Texas

**SECTION FOURTEEN EQUAL EMPLOYMENT OPPORTUNITY.**

During the performance of this Agreement

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applications for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.
- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**SECTION FIFTEEN: SPECIAL PROVISIONS ATTACHMENT A.**

15.1 Attachment A appended to this Contract is hereby made a part of said contract.

15.2 In cases of a conflict between this Contract and Attachment A, Attachment A shall always govern.

SIGNED AND ENTERED INTO THIS THE 22<sup>nd</sup> DAY OF FEBRUARY, 2000.

CLIENT

CONSULTANT

COUNTY OF POLK, TEXAS

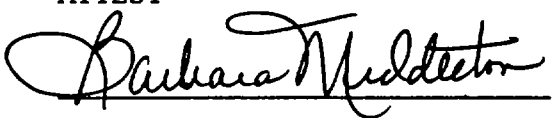
DAVID J. WAXMAN, INC.

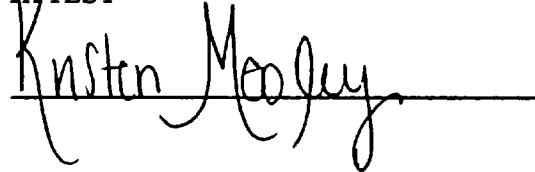
  
\_\_\_\_\_  
JOHN P THOMPSON  
COUNTY JUDGE

  
\_\_\_\_\_  
DAVID J WAXMAN  
PRESIDENT

ATTEST

ATTEST

  
\_\_\_\_\_

  
\_\_\_\_\_



## PART IV

## TERMS AND CONDITIONS

## PROFESSIONAL MANAGEMENT ENGINEERING AND/OR ARCHITECTURAL SERVICES

- 1 Termination of Contract for Cause If through any cause the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract or if the Firm shall violate any of the covenants, agreements or stipulations of this Contract the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof at least five days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall at the option of the City/County become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.  
  
Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm and the City/County may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due the City/County from the Firm is determined.
- 2 Termination for Convenience of the City/County The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
- 3 Changes The City/County may from time to time request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm shall be incorporated in written amendments to this Contract.
- 4 Personnel
  - a The Firm represents that he/she has or will secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
- 5 Assignability The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City/County thereto. Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
- 6 Reports and Information The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services

undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

- 7 Records and Audits The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87 Section 570 490 of the Regulations and this Contract. Such records must include data on the racial, ethnic and gender characteristics of persons who are applicants for participants in or beneficiaries of the funds provided under this Contract. City/County shall retain such records and any supporting documentation for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
- 8 Findings Confidential All of the reports information data etc , prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
- 9 Copyright No report maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
- 10 Compliance with Local Laws The Firm shall comply with all applicable laws ordinances and codes of the State and local governments and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 11 Equal Employment Opportunity During the performance of this Contract the Firm agrees as follows
  - a The Firm will not discriminate against any employee or applicant for employment because of race creed sex color handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race creed sex color handicap or national origin. Such action shall include but not be limited to the following: Employment upgrading demotion or transfer recruitment or recruitment advertising layoff or termination rates of pay or other forms of compensation and selection for training including apprenticeship. The Firm agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non discrimination clause.
  - b The Firm will in all solicitation or advertisements for employees placed by or on behalf of the Firm state that all qualified applicants will receive consideration for employment without regard to race creed color sex handicap or national origin.
  - c The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d The Firm will include the provisions a through c in every subcontract or purchase order unless exempted.
- 12 Civil Rights Act of 1964 Under Title VI of the Civil Rights Act of 1964 no person shall on the grounds of race color or national origin, be excluded from participation in be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 13 Section 109 of the Housing and Community Development Act of 1974
  - a No person in the United States shall on the ground of race color national origin or sex be excluded from participation in be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14 Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 as amended 12 U S C 1701u Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project
- b The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C F R 235 and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements
- c The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding if any a notice advising the said labor organization or workers representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training
- d The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 C F R Part 135 The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C F R Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations
- e Compliance with the provisions of Section 3 the regulations set forth in 24 C F R Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project binding upon the applicant or recipient for such assistance its successors and assigns Failure to fulfill these requirements shall subject the applicant or recipient its contractors and subcontractors its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 C F R Part 135

15 Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- a The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified The contractor agrees to take affirmative action to employ advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following Employment upgrading demotion or transfer recruitment advertising layoff or termination rates of pay or other forms of compensation and selection for training including apprenticeship
- b The contractor agrees to comply with the rules regulations and relevant orders of the Secretary of Labor issued pursuant to the Act
- c In the event of the contractor's non-compliance with the requirements of this clause actions for non-compliance may be taken in accordance with the rules regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2 500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- 16 Interest of Members of a City/County No member of the governing body of the City/County and no other officer, employee, or agent of the City/County who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
- 17 Interest of Other Local Public Officials No member of the governing body of the Locality and no other public official of such Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
- 18 Interest of Firm and Employees The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**ATTACHMENT B**

The COUNTY OF POLK, TEXAS shall reimburse DAVID J WAXMAN, INC for Management Services provided for completion of the following Project items per the following percentages of the maximum contract amount of \$ 30,000 00. Payments shall be based on the percentage of work item completed

<u>WORK ITEM</u>	<u>PERCENT OF CONTRACT</u>
1) Establishment of Recordkeeping System	30%
2) Environmental Assessment and Clearance	10%
3) Bid/Contract Award Process	25%
4) Construction Activities	25%
5) Project Close-Out Requirements	10%

**TOTAL LUMP SUM AMOUNT    \$ 30,000 00**



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Lake Communication Co., Inc.;  
dba Eastex Security

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Agreement No

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POLK COUNTY REGIONAL HEALTH CENTER

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:

Lake Communication Co., Inc. dba Eastex Security will clean 50% of the smoke and duct detectors as per manufacturer's specifications. Following cleaning, Lake Communication Co., Inc. dba Eastex Security 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 each year, Lake Communication Co., Inc. dba Eastex Security will achieve 100% every two years as required by NFPA 72E and The Texas Commission on Fire Prevention.

**Additional Annual Agreement Amount Fifty-Five Dollars. (\$55 )**

Customer: *John P. Thompson*

Lake Communication Co., Inc., dba Eastex Security \_\_\_\_\_

Date: 2/22/2000

Lake Communication Co, Inc.;  
dba Eastex Security

Proposal No 1045  
Agreement No \_\_\_\_\_  
Page 5 of 6

POLK COUNTY REGIONAL HEALTH CENTER

Special Provisions

### Option 1

#### Annual Sprinkler System Test and Inspection

Lake Communication Co, Inc dba Eastex Security 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 One Hundred Ten Dollars (\$110 )

Customer *John P. Thompson*

Lake Communication Co, Inc dba Eastex Security \_\_\_\_\_

Date 2/22/2000



Lake Communication Co., Inc ,  
dba Eastex Security

Proposal No 1045  
Agreement No \_\_\_\_\_  
Page 4 of 6

POLK COUNTY REGIONAL HEALTH CENTER

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 Lake Communication Co, Inc dba Eastex Security will perform four (25%) functional common area fire alarm tests and inspections per year during normal business hours. Following each test, Lake Communication Co, Inc, dba Eastex Security 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 Lake Communication Co, Inc dba Eastex Security 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 72 (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 \$42 /hr - \$65 /ml
- 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
- 8 Lake Communication Co, Inc dba Eastex Security 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

Customer *John P. ...*

Lake Communication Co, Inc dba Eastex Security

Date 2/22/2000

Lake Communication Co, Inc ;  
dba Fastex Security

Proposal No 1045

Agreement No           

Page 3 of 6

POLK COUNTY REGIONAL HEALTH CENTER

## List of Equipment

Qty	Component	Serial No	Manufacturer	Description/Location
1	FACP	1000	Sensiscan	Fire Alarm Control Panel
11	SD	*	SBO	Smoke Detector
29	HD	*	SBO	Heat Detector
4	PS	*	System Sensor	Pull Station
4	HS	*	System Sensor	Horn Strobes
1	FS	*	SBO	Flow Switch
1	TS	*	SBO	Tamper Switch

**Lake Communication Co., Inc ;  
dba Eastex Security**

Proposal No 1045  
Agreement No \_\_\_\_\_  
Page 2 of 6

**Fire Alarm System  
Testing and Inspection**

**POLK COUNTY REGIONAL HEALTH CENTER**

Lake Communication Co, Inc dba Eastex Security 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 Lake Communication Co, Inc, dba Eastex Security so that all tasks be 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 adjustment of system components

**Testing**

Lake Communication Co, Inc dba Eastex Security will perform 2 at 50% test(s) per year on initiating devices and indicating appliances to ensure system integrity

Lake Communication Co, Inc dba Eastex Security 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, Lake Communication Co, Inc dba Eastex Security will provide ongoing system operator training and instructions upon request by the Customer

**Predictive Maintenance**

Lake Communication Co, Inc, dba Eastex Security 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

Lake Communication Co, Inc dba Eastex Security shall perform according to the terms and conditions of the pages herein by reference and listed below

Type of Service: The Alarm System Quarterly Test and Inspection

Basic Annual Amount: Three Hundred Seventy-Five Dollars (\$375.)

Services shall commence on Signing of contract

PC MAINTENANCE ENGINEER

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

FEB 02 2000

RECEIVED

The Customer agrees to purchase and Lake Communication Co, Inc dba Eastex Security agrees to provide the services identified in this Agreement subject to Lake Communication Co, Inc dba Eastex Security approval and continuance of credit approval by Lake Communication Co, Inc dba Eastex Security. No waiver, change or modification of any terms or conditions of the Agreement shall be binding on Lake Communication Co, Inc dba Eastex Security unless made in writing and signed by an officer or authorized manager of Lake Communication Co, Inc dba Eastex Security. The terms on the reverse side are part of this Agreement, and are hereby accepted by the undersigned.

Lake Communication Co, Inc dba Eastex Security

APPROVED FOR Lake Communication Co, Inc dba Eastex Security

By \_\_\_\_\_

Date 2/22/2000

Title R.A.S. #0792

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

This bid is for: The POLK COUNTY REGIONAL HEALTH-CENTER.

#12

GUINN & MORRISON  
ATTORNEYS

DAVID M. GUINN  
MICHAEL D. MORRISON

BAYLOR LAW SCHOOL  
P O BOX 87888  
WACO TEXAS 76798-7888  
(817) 768-8811

January 31, 2000

Hon John Thompson  
Courthouse  
Livingston Texas 77351

Mr B E Speights  
P O Box 362  
Goodrich, Texas 77335

Mr Bobby Smith  
Courthouse  
Livingston, Texas 77351

Mr James J Purvis  
Courthouse  
Livingston, Texas 77351

Mr R R Hubert  
Courthouse  
Livingston, Texas 77351

RE The Redistricting of the Commissioners Court of Polk County

Dear Judge Thompson and Commissioners

Professor Morrison and I agree to prepare a redistricting plan for Polk County as soon as

possible following delivery of the 2000 Census data to appropriate officials within the State of Texas. It is our understanding that this documentation will be furnished to local government authorities sometime subsequent to April 1, 2001. Our services will include the preparation of new reapportionment plan for the Commissioners Court that will be drawn in light of the constitutional mandate of one-person-one-vote as required by the Fourteenth Amendment, the Equal Protection guarantee of the United States Constitution, and the Voting Rights Act of 1965 as amended. The accomplishment of this undertaking may well involve reconfiguring the justice and constable precincts as well as the realignment of the election precinct boundaries and polling places in the county.

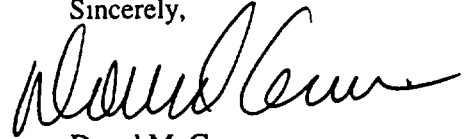
We will be responsible for the preparation of all materials and statistics relevant to this undertaking and will submit the Section 5 preclearance documents to the Attorney General of the United States. The only item which the county will be responsible for (beyond providing information and data required by the process) is the map reflecting the new election precinct lines and the preparation of the legal description (field notes) of the new boundaries. We have found that this is usually better done by a local surveyor such as the County Engineer.

If in the administrative process for preclearance, however, it appears that the redistricting plan will be denied, we must be prepared to seek preclearance in the United States District Court for the District of Columbia before a three-judge panel. Although, administrative preclearance is the preferred method, judicial preclearance must be maintained as an option.

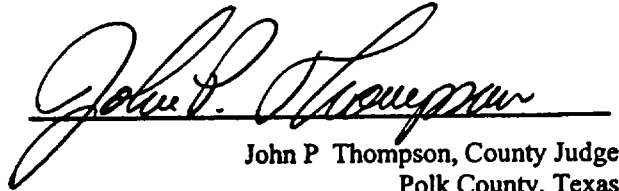
We anticipate that this undertaking can be accomplished within the range of \$28,000 ,

barring unforeseen circumstances Our current standard billing rate is \$150 per hour, plus expenses which should not exceed \$6,000 If this is acceptable to you and the members of the Commissioners Court, we would appreciate your confirming our employment and we look forward to working with you in regard to this matter

Sincerely,



David M Guinn



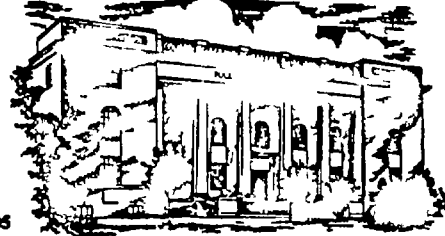
John P Thompson, County Judge  
Polk County, Texas

DMG/csw

Accepted February 22, 2000







**Barbara Middleton**  
**COUNTY CLERK, POLK COUNTY**

P O DRAWER 2119

LIVINGSTON TEXAS 77351

(409) 327-6804 or (409) 327-6885

1598

STATE OF TEXAS    )  
COUNTY OF POLK    )

DATE March 2, 2000

2000-1167-670

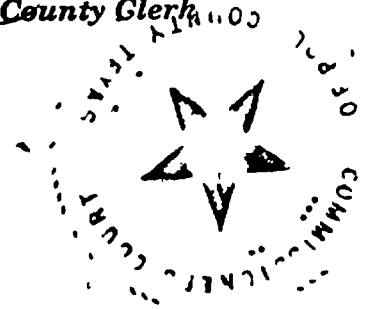
ROADWAY DEDICATIONS OF PRECINCT #1

*In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, I, the under signed, in my official capacity, do hereby file for record in the Official Records of Polk County, the following roadway dedications presented and approved in Commissioner Court, February 22, 2000*

*(Please see pages 1-18 for individual lot owners and easements)*

*Filed and recorded this 2<sup>nd</sup> day of March, in the year of 2000*

*Barbara Middleton*  
Barbara Middleton, County Clerk



February 14, 2000

I have listed three roads with mileages located in Nugents Cove, Precinct#1 would like to accept for county maintenance

Imogene-- 15 mile

Nugent Dr-- 3 mile

Adams Arc - 2 mile

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<u>4E ENTERPRISES, INC</u> 5205 VALERIE BELLAIRE, TEXAS 77401 (713) 668-2668	<u>1</u>	<u>8</u>	<u>12</u>

BY: Emma U. [Signature]

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 5.0 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision This 5 0 foot easement is to be used to comply with the 60 0 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
Mr + Mrs Cullen W. Selby	1	11	9
Mr + Mrs Cullen Th. Selby	1	11	10
Mr + Mrs Cullen Th. Selby	1	11	11
Mr + Mrs Cullen Th. Selby	1	11	12

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<u>E. Auerhahn Jr</u>	<u>1</u>	<u>13</u>	<u>2</u>

ROAD DEDICATION OF  
NUGENT'S COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<u>Mark L Wayne</u>	<u>1</u>	<u>13</u>	<u>5</u>

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.


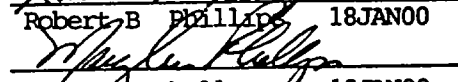
<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<i>Fred Bentley</i> <i>Oliver Bentley</i> 2-10-2000	<u>1</u>	<u>13</u>	<u>6</u>

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
 Robert B Phillips 18JAN00	<u>1</u>	<u>13</u>	<u>13</u>
 Mary Ann Phillips 18JAN00	<u>1</u>	<u>13</u>	<u>14</u>



ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #  
COUNTY OF POLK #

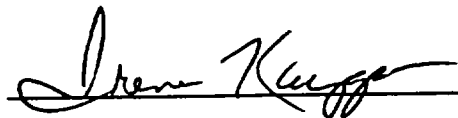
In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<u>Joyce A. Agan</u>	<u>2</u>	<u>7</u>	<u>14</u>

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #  
COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
	<u>2</u>	<u>8</u>	<u>15</u>

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS   #  
COUNTY   OF   POLK   #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<u>Waymon W. Dockens</u> <u>Carlene Dockens</u>	<u>2</u>	<u>8</u>	<u>16</u>
<u>Waymon W. Dockens</u> <u>Carlene Dockens</u>	<u>2</u>	<u>8</u>	<u>17</u>

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<u>Morris O'Quinn</u>	<u>2</u>	<u>8</u>	<u>13</u>
<u>[Signature]</u>	<u>2</u>	<u>8</u>	<u>14</u>

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #  
COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<i>Christine Shumate</i>	<u>1</u>	<u>12</u>	<u>11</u>
<i>Christine Shumate</i>	<u>1</u>	<u>12</u>	<u>12</u>

ROAD DEDICATION OF  
NUGENTS COVE SUBDIVISION

THE STATE OF TEXAS #

COUNTY OF POLK #

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 600 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

<u>NAME</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
<u>Gary Rabinhan</u>	<u>2</u>	<u>7</u>	<u>19</u>

**ROADWAY DEDICATION OF  
NUGENTS COVE SUBDIVISION**

THE STATE OF TEXAS \*  
COUNTY OF POLK \*

In accordance with the road specifications set forth by the Polk County Commissioner's Court of the State of Texas, we, the undersigned, do hereby grant 50 feet of our lot or lots adjoining the right-of-way of Nugent Drive or Imogene Street in Section One of Nugents Cove Subdivision, or Adams Arc Street in Section Two of said Subdivision. This 50 foot easement is to be used to comply with the 60 foot right-of-way requirement and is to be used for the purpose of widening the streets, if it ever becomes necessary.

NAME	SECTION	BLOCK	LOT
<u><i>[Signature]</i></u>	<u>1</u>	<u>7</u>	<u>9</u>
<u><i>[Signature]</i></u>	<u>1</u>	<u>8</u>	<u>11</u>
<u>SEE ATTACHED</u>			
<u>Road Dedication Consent Form</u>	<u>1</u>	<u>8</u>	<u>12</u>
<u><i>[Signature]</i></u>	<u>1</u>	<u>9</u>	<u>12</u>
<u><i>[Signature]</i></u>	<u>1</u>	<u>9</u>	<u>13</u>
<u>_____</u>	<u>1</u>	<u>10</u>	<u>10</u>
<u>_____</u>	<u>1</u>	<u>10</u>	<u>11</u>
<u><i>[Signature]</i></u>	<u>1</u>	<u>10</u>	<u>17</u>
<u><i>[Signature]</i></u>	<u>1</u>	<u>11</u>	<u>1</u>

RECORDER'S MEMORANDUM  
All or Parts of the Text on This Page  
Were Not Clearly Legible For Satisfactory  
Recordation and/or Reproduction

NAME	SECTION	BLOCK	LOT
David R. Rungler	1	13	20
Moses Rivers	1	13	21
Moses Rivers	1	13	22
Melinda Turner	1	13	23
Richard A. Turner	1	13	24
Warren L. Boone	1	13	25
Warren L. Boone	1	13	26
Arthur W. Bauer	1	13	27
Arthur W. Bauer	1	13	28
Ed Matta	2	7	1
Ed Matta	2	7	2
Ed Matta	2	7	3
David P. Musgrave	2	7	4
John S. Miller	2	7	5
John S. Miller	2	7	6
	2	7	7
Ed Matta	2	7	8
Eileen E. Busch	2	7	9
Eileen E. Busch	2	7	10
	2	7	11
	2	7	12



NAME	SECTION	BLOCK	LOT
SEE ATTACHED ROAD DEDICATION CONSENT FORM	2	7	13
SEE ATTACHED ROAD DEDICATION CONSENT FORM	2	7	14
<i>[Handwritten signature]</i>	2	7	15
<i>[Handwritten signature]</i>	2	7	16
<i>[Handwritten signature]</i>	2	7	17
<i>[Handwritten signature]</i>	2	7	18
	2	7	19
<i>[Handwritten signature]</i>	2	7	20
<i>[Handwritten signature]</i>	2	7	21
<i>[Handwritten signature]</i>	2	7	22
	2	8	1
	2	8	2
	2	8	3
	2	8	4
<i>Donald Newby</i>	2	8	12
	2	8	13
	2	8	14
SEE ATTACHED ROAD DEDICATION CONSENT FORM	2	8	15
SEE ATTACHED ROAD DEDICATION CONSENT FORM	2	8	16
SEE ATTACHED ROAD DEDICATION CONSENT FORM	2	8	17
<i>Donald Newby</i>	2	8	18
<i>James Stanley</i>	2	8	18



NAME	SECTION	BLOCK	LOT
	1	12	12
	1	12	13
<i>R. L. Whitesides</i>	1	12	14
<i>Allyl Caylor</i>	1	13	1
SEE ATTACHED ROAD DEDICATION CONSENT FORM	1	13	2
<i>Neil W. Totter</i>	1	13	4
SEE ATTACHED ROAD DEDICATION CONSENT FORM	1	13	5
SEE ATTACHED ROAD DEDICATION CONSENT FORM	1	13	6
<i>Louis W. Ulead</i>	1	13	7
<i>Louis W. Ulead</i>	1	13	8
<i>Francis Armitage Jr</i>	1	13	9
<i>Joe Hentschel</i>	1	13	10
<i>Joe Hentschel</i>	1	13	11
<i>Dee-Ann R. ...</i>	1	13	12
SEE ATTACHED ROAD DEDICATION CONSENT FORM	1	13	13
SEE ATTACHED ROAD DEDICATION CONSENT FORM	1	13	14
<i>Melvin R. ...</i>	1	13	15
<i>Raven Lucas</i>	1	13	16
	1	13	17
<i>Donald W. Mobley</i>	1	13	18
<i>Donald W. Mobley</i>	1	13	19

2000-1167-689

NAME	SECTION	BLOCK	LOT
<u>James Stanley</u>	<u>2</u>	<u>8</u>	<u>19</u>
<u>James Stanley</u>	<u>2</u>	<u>8</u>	<u>20</u>

APPROVED AND ACCEPTED by the Commissioners Court of Polk County, Texas, on this the 22<sup>nd</sup> day of February, 2000.

John Thompson  
BY JOHN THOMPSON, County Judge

ATTESTED BY:

Barbara Middleton  
BARBARA MIDDLETON, County Clerk



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
2000 MAR -2 PM 5 00

Barbara Middleton  
BARBARA MIDDLETON  
COUNTY CLERK

STATE OF TEXAS  
COUNTY OF POLK  
I, BARBARA MIDDLETON, hereby certify that this instrument was FILED in my  
file number sequence on the date and at the time indicated herein by me, and  
was duly RECORDED in the Official Public Records in volume and page of the  
said RECORDS of ...  
Traces as stamped herein by me on

MAR 2 2000



Barbara Middleton  
COUNTY CLERK  
POLK COUNTY TEXAS


MULK LAUNTY  
By Bill Law County Auditor

February 22, 2000

budget revision  
#2000-10

#17

Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget	Net Change
010-370-503	Loan Proceeds	19125.20		Per Bill Law	0.00	-19125.20	19125.20
010-695-321	Permits		1,389.00	Per John McDowell	3,200.00	1,811.00	1,389.00
010-695-573	Capital Outlay	1,389.00		Per John McDowell	15,091.66	16,480.66	1,389.00
015-621-456	Parts & Repairs		10,000.00	Per Commissioner Slim Speights	40,000.00	30,000.00	10,000.00
015-621-339	Construction Materials	10,000.00		Per Commissioner Slim Speights	108,310.69	118,310.69	10,000.00
015-621-340	Taylor Lake Expenditures	13,000.00		Per Commissioner Slim Speights	38,438.00	51,438.00	13,000.00
015-342-621	Road Repair Reimbursement	13,000.00		Per Commissioner Slim Speights	10,000.00	23,000.00	13,000.00
015-623-423	Mobile Phones/Pagers	133.24		Per Commissioner Buddy Purvis	1,504.00	1,637.24	133.24
015-623-456	Parts & Repairs	407.20		Per Commissioner Buddy Purvis	54,898.05	55,305.25	407.20
015-623-337	Materials/Supplies	161.56		Per Commissioner Buddy Purvis	8,421.52	8,583.08	161.56
015-623-339	Construction Materials		702.00	Per Commissioner Buddy Purvis	41,462.29	40,760.29	702.00
032-595-403	Gas Monitoring Fees		5,000.00	Per James Richardson	17,200.00	12,200.00	-5,000.00
032-595-400	Professional Service Fees	5,000.00		Per James Richardson	1,600.00	6,600.00	5,000.00
032-595-571	Equipment		1,035.00	Per James Richardson	5,000.00	3,965.00	-1,035.00
032-595-461	Equipment Rental	1,035.00		Per James Richardson	0.00	1,035.00	1,035.00
032-595-456	Parts & Repairs		3,000.00	Per James Richardson	184,945.30	181,945.30	-3,000.00
032-595-573	Capital Outlay	3,000.00		Per James Richardson	185,343.86	188,343.86	3,000.00
061-628-015	1996 Time Warrants		50,400.00	Per Bill Law	235,796.26	185,396.26	-50,400.00
061-668-015	Interest 1996 Time Warrants		2,973.60	Per Bill Law	13,899.61	10,926.01	-2,973.60
	<b>Total</b>	<b>21,126.00</b>	<b>74,499.60</b>				

Approved By   
Date 2/22/00

CHECK # 147295

BANK ACCT MAIN 02/04/2000 \$110 00 ✓  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*

\*\*\*\*\*110 00


T M P A

PO BOX 2294 TX 78768  
AUSTIN

CHECK # 147295

010-560-427 GENERAL FUND REGIST 55 00  
010 560 427 GENERAL FUND REGIST 55 00

\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



CHECK # 143151

BANK ACCT MAIN 02/04/2000 545 68 ✓  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\*\*\*45 68

TEXAS PARKS & WILDLIFE

AUSTIN TX

CHECK # 143151

088-207-850 JUDICIARY FUND 035493 45 68  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	11 906 47
015 ROAD & BRIDGE ADH	821 49
027 SECURITY FUND	72 78
032 ENVIRONMENTAL SERVICES	808 34
049 DISTRICT ATTY HOT CHECK FUND	121 38
051 AGING DEPT	111 71
088 JUDICIARY FUND	239 92
093 CO CLERK RECORDS MGMT FUND	12 95
TOTAL OF ALL FUNDS	14 095 04

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W H Law*

*John P. Thompson*



DATE 02/07/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF # VEN \$ VENDOR NAME AMOUNT

ACH088 TEXPOOL \$250 000 00

TOTAL AMOUNT \$250 000 00

TRF001 0000 010-101-000 INVESTMENTS TRANSFER TO SPECIAL 02-07-00 11 00 250 000 00  
250 000 00

*John S. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	385 75
015	ROAD & BRIDGE ADM	46 737 82
032	ENVIRONMENTAL SERVICES	985 00
049	DISTRICT ATTY HOT CHECK FUND	389 75
061	DEBT SERVICE FUND	160 082 85
TOTAL OF ALL FUNDS		208 581 17

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W H Law*  
*John H. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	100 00
TOTAL OF ALL FUNDS	100 00

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

*W. H. Lav*

W H LAV  
COUNTY AUDITOR  
JOHN THOMPSON  
COUNTY JUDGE

*John H. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	10 154 00
028 POLK COUNTY HISTORICAL COMM	364 62
084 BIG THICKET BRIDGE PROJECT	3 605 33
TOTAL OF ALL FUNDS	14 123 95

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

*M. H. Law*

W H LAW

COUNTY AUDITOR

*John H. Thompson*

JOHN THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	24 340 83
015 ROAD & BRIDGE ADM	663 42
032 ENVIRONMENTAL SERVICES	290 14
051 AGING DEPT	1 513 75
088 JUDICIARY FUND	1 494 09
093 CD CLERK RECORDS HIGHT FUND	27 74
TOTAL OF ALL FUNDS	28 329 97

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*[Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	48 300 78
015	ROAD & BRIDGE ADM	39 396 35
017	LATERAL ROAD FUND	6 644 50
032	ENVIRONMENTAL SERVICES	19 459 83
049	DISTRICT ATTY HOT CHECK FUND	315 70
051	ASING DEPT	9 221 97
061	DEBT SERVICE FUND	6 668 35
093	CO CLERK RECORDS MGMT FUND	1 153 45
094	COUNTY RECORDS MGMT FUND	1 232 92
TOTAL OF ALL FUNDS		131 393 85

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

U H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W. H. Law*  
 \_\_\_\_\_  
*John W. Thompson*  
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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	103 499 29
015	ROAD & BRIDGE ADM	29 860 15
087	SECURITY FUND	828 66
032	ENVIRONMENTAL SERVICES	9 179 79
048	DISTRICT ATTY SPECIAL FUND	380 63
051	AGING DEPT	6 195 42
093	MUSEUM OPERATING FUND	283 97
101	ADULT SUPERVISION	18 000 14
104	DTP - CSR	328 93
108	CCP - SURVEILLANCE	2 000 67
109	SPECIALIZED CASELOAD CCP	988 70
184	JUVENILE PROBATION	2 450 86
195	CCAP - JUVENILE PROBATION	5 815 97
TOTAL OF ALL FUNDS		180 033 38

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

W H LAV

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W H Lav*  
 \_\_\_\_\_  
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*John W. Thompson*  
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## Addendum Schedule of Bills for Court Dated 2/22/2000

FY 2000

Alsbrook Construction	\$1 008 00	R & B 1
Thomas Supply	\$108 22	R & B 2
Red Barn Builders	\$9,826 80	R & B 2
Davis & Brown Construction	\$39,955 01	R & B 2
Lehman s Pipe and Steel	\$6,504 70	R & B 2
Mesa Consulting	\$1,333 82	Waste Management
Mustang Rental Service	\$50 00	Waste Management
Matt's H & H Hardware	\$110 37	R & B 3
Music Mountain	\$34 00	R & B 3
RUS of Conroe	\$69 34	R & B 3
White's Generator & Starter	\$179 20	R & B 3
Eastex Communications	\$228 00	R & B 3
Goodrich Fire Department	\$1,999 54	Fire Departments
Brandon Lovell	\$525 00	Sheriff Department
Bel Air Motel	\$450 00	Sheriff Department
K-9 Concepts	\$900 00	Sheriff Department
Anchor Computer Sales	\$500 00	Commissioner's Court
N & E Co Judge & Comm Assn	\$100 00	Commissioner's Court
Judge John Thompson	\$423 09	Commissioner's Court
Marcia Cook	\$201 03	County Judge
John McDowell	\$26 95	Emergency Management

TOTAL

\$64,533 07



#19

DATE February 12, 2000 through February 22 2000

NO.	EMPLOYEE	DEPT	JOB	TYPE OF	SALARY GROUP	ACTION
(1)	DENNY F BOE GALLWAY	SHERIFF	#1037 DEPUTY (SHERIFF) (PARTIAL)	REGULAR FULL TIME	162 \$22 756 69	PROMOTED TO #1035 DETECTIVE 16/1 \$24 496 16 EFFECTIVE 02/22/00
(2)	ROBERT J ZBANEK	EMERGENCY MANAGEMENT	#1045 COMPUTER RECORD SPEC	TEMPORARY PART TIME	1267 \$10 16	NEW-HIRE EFFECTIVE 02/17/00
(3)	SIDNEY MCCOMEN	CUSTODIAL MAINTENANCE	#803 CUSTODIAL/MAINT WORKER	REGULAR FULL TIME	711 \$14 237 84	NEW-HIRE EFFECTIVE 02/18/00
(4)	BOBBY WATSON	SHERIFF	#1037 DEPUTY SHERIFF/ANIMAL CONT	REGULAR FULL TIME	16/1 \$22 191 89	NEW-HIRE EFFECTIVE 2/1/00 <b>ADDITIONAL</b>
(5)	ORV GENE DOWNER	ROAD & BRIDGE PCT #2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	139 \$23 321 49	RESIGNATION EFFECTIVE 2/18/00 <b>ADDITIONAL</b>
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
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