/8 COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor Livingston, Texas

March 14, 2000 10 00 a m

> 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

CALL TO ORDER

NOTICE

- **PUBLIC COMMENTS** 2
- INFORMATIONAL REPORTS
 - A Proclamation designating March 19 25 as Poison Prevention Week (per UTMB request)
- APPROVAL OF MINUTES of the Meeting of February 22, 2000
- CONSIDER RESOLUTION APPROVING APPLICATION FOR JUVENILE ACCOUNTABILITY 5 INCENTIVE BLOCK GRANT
- CONSIDER APPROVAL OF FAIR HOUSING RESOLUTION RELATING TO ANY/ALL GRANTS ADMINISTERED BY DAVID WAXMAN INC
- CONSIDER ACCEPTANCE OF 2 MI OF ROBIN HOOD DRIVE FOR COUNTY MAINTENANCE, PCT
- CONSIDER APPROVAL OF ORDER DESIGNATING SURPLUS PROPERTY TO BE SOLD AT COUNTY AUCTION ON APRIL 1 2000
- CONSIDER APPROVAL OF ANY/ALL NECESSARY ACTION PERTAINING TO PURCHASE OF MAP MAINTENANCE SOFTWARE FOR 911 RURAL ADDRESSING
- CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO WASTE MANAGEMENT REQUEST FOR CHANGE ORDER IN CONTRACT FOR CONSTRUCTION OF C&D CELL, authorized under Bid #97 19
- CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES (Pct. 1) Lot 276 Oak Terrace Estate #7 (Pct. 2) Lots 121 128 Wiggins Ridge Lot 3 Lake Livingston Reel & Rifle Ridge #3 (Pct. 4) Lots 86 & 88 Indian Spring Lake Estates #7
- CONSIDER APPROVAL OF PRECINCT 3 PERMANENT ROAD EXPENDITURES (\$41 450 88) FOR 21,589 SQUARE YDS OF DOUBLE SEAL ON UPPER LEGGETT ROAD
- CONSIDER APPROVAL OF TXDOT CONSTRUCTION & MAINTENANCE AGREEMENTS FOR OFF SYSTEM BRIDGE REPLACEMENT PCT 3
- CONSIDER APPROVAL OF FINAL PLAT FOR COUNTRY LANE SUBDIVISION
- CONSIDER APPROVAL OF HISTORICAL COMMISSION APPOINTMENTS AND RECEIVE ANNUAL 15
- CONSIDER APPROVAL OF BUDGET AMENDMENTS 2000, 1 16
- SCHEDULES OF BILLS 17
- PERSONNEL ACTION FORMS

ADJOURN

Dated March 8, 2000

Commissioners Court of Polk County, Texas

John P Thompson County Judge

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L, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the 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 Polk County County County of said Notice in the Polk County County County of said Notice in the Polk County County County County of said Notice in the Polk County Coun

BARBARA MIDDLETON COUNTY CLERK



March 14, 2000 10 00 a m.

 $\#/_{\!\!\!\!/}$ COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor Livingston, Texas

ADDENDUM

The following will serve to amend the Notice and Agenda Of The Commissioners Court Meeting scheduled for February 4, 2000 at 10 00 A M

Add;

19 CONSIDER APPROVAL OF ADDITIONS TO MSAG (Master Street Address Guide)

Dated March 10, 2000

Commissioners Court of Polk County, Texas

John P Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, March 10 2000 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK

BY MAN (LLT , Depu

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STATE OF TEXAS },

COUNTY OF POLK }

DATE MARCH 14, 2000

"REGULAR" CALLED MEETING
All Present

"COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE 14th DAY OF MARCH, 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 MEETING WAS CALLED TO ORDER AND GUEST WELCOMED BY JUDGE JOHN THOMPSON AT 10 00 A M
 Opening prayer was delivered by Rev C E Lott, Sr from the United Pentecostal Church in Blanchard
- 2 PUBLIC COMMENTS NONE
- 3 INFORMATIONAL REPORTS
 - A COUNTY CLERK REMINDED EVERYONE THAT TODAY IS ELECTION DAY POLLS ARE OPEN 7 00 A M TO 7 OO P M
 - B COMMISSIONER HUBERT INVITED EVERYONE TO THE 55th ANNUAL TRINITY NECHES 4H & FFA DISTRICT LIVESTOCK SHOW & RODEO IT WILL BE HELD AT BARNEY WIGGINS ARENA ON HWY 146, BEGINNING TUESDAY MARCH 14th THROUGH FRIDAY MARCH 17th
 - C COMMISSIONER SMITH GAVE AN UPDATE ON THE MEDICAL CONDITION OF HIS BROTHER IN LAW JOHN BYRD
 - D JAMES RICHARDSON OF WASTE MANAGEMENT GAVE AN UPDATE ON THE RFP's FOR MANAGEMENT / SALE OF WASTE FACILITIES
 - E COMMISSIONER HUBERT GAVE AN UPDATE ON CONSTABLE PCT#4, MARVIN TAYLOR IS VERY SICK WITH KIDNEY PROBLEMS
 - F JUDGE THOMPSON SIGNED A "PROCLAMATION" REQUESTED BY U T M B DESIGNATING THE WEEK OF MARCH 19 25 AS "POISON PREVENTION WEEK" IN POLK COUNTY, TO COINCIDE WITH THE NATIONAL OBSERVANCE (SEE ATTACHED)
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF MINUTES OF THE MEETING OF FEBRUARY 22, 2000 ALL VOTING YES
- 5 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,
 APPROVE THE "RESOLUTION" APPROVING APPLICATION FOR JUVENILE
 ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM, PRESENTED BY
 JEAN Leblanc OF JUVENILE PROBATION DEPT
 ALL VOTING YES (SEE ATTACHED)

Page -1-

VOL. 46 PAGE 272

ALL VOTING YES

- 6 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R.R. "Dick" HUBERT APPROVAL OF FAIR HOUSING RESOLUTION RELATING TO ANY AND ALL GRANTS ADMINISTERED BY DAVID WAXMAN, INC ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY BOBBY SMITH, ACCEPTANCE OF 2 MI OF ROBIN HOOD DR PRECINCT #1, FOR COUNTY MAINTENANCE ALL VOTING YES
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL OF "ORDER" DESIGNATING SURPLUS PROPERTY TO BE SOLD AT COUNTY AUCTION ON APRIL 1, 2000
 ALL VOTING YES (SEE ATTACHED)
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVE PURCHASE AND MAINTENANCE OF MAP SOFTWARE FOR 911-RURAL ADDRESSING SYSTEM, AS WILL BE PERFORMED IN EMERGENCY MANAGEMENT DEPARTMENT PER JOHN McDOWELL ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, TO TABLE ITEM #10, UNTIL NEXT COMMISSIONERS COURT MEETING ON MARCH 28th
 "Consider any and all necessary action pertaining to Waste Management request for a change Order in Contract for Construction of C&D cell, as authorized under Bid#97-19"
- 11 (a) PRECINCT #1 TAX FORECLOSURE PROPERTIES

 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY R R "Dick" HUBERT,

 TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY,

 LOT 276, OAK TERRACE ESTATES #7

 ALL VOTING YES
 - (b) PRECINCT #2 TAX FORECLOSURE PROPERTIES
 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO
 ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY,
 LOTS 121 128, OF WIGGINS RIDGE,
 And LOT 3, OF LAKE LIVINGSTON REEL & RIFLE RIDGE #3
 ALL VOTING YES
 - (c) PRECINCT #4 TAX FORECLOSURE PROPERTIES

 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,

 TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY,

 LOTS 86 & 88, OF INDIAN SPRINGS LAKE ESTATES #7

 ALL VOTING YES
- 12 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF PRECINCT #3 PERMANENT ROAD EXPENDITURES, \$41,450 88, FOR 21,589 SQUARE YARDS OF DOUBLE SEAL ON UPPER LEGGETT ROAD ALL VOTING YES

- 13 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF TxDOT CONSTRUCTION & MAINTENANCE AGREEMENTS FOR OFF SYSTEM BRIDGE REPLACEMENT, PRECINCT #3
 ALL VOTING YES (SEE ATTACHED)
- 14 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY R R "Dick" HUBERT, APPROVAL OF FINAL PLAT FOR COUNTRY LANE SUBDIVISION ALL VOTING YES
- 15 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,
 APPROVAL OF HISTORICAL COMMISSION APPOINTMENTS AND RECEIVE
 ANNUAL REPORT
 ALL VOTING YES (SEE ATTACHED)
- 16 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,
 APPROVAL OF BUDGET AMENDMENT #2000-11, to include the 2 fund balance
 expenditures from today's court
 ALL VOTING YES (SEE ATTACHED)

17 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVE PAYMENT OF BILLS BY SCHEDULE (Plus addendums)
ALL VOTING YES (SEE ATTACHED)

ALL VOTING YES	(SEE ATTACHED)	
DATE	AMOUNT	CHECK NUMBERS
2 22 2000	86,679 23	148228 148229
2 22 2000	— 120 00	Void Ck# 145248
2 23 2000	59,124 61	Electronic Transfer Emp W/H
2 23 2000	152,622 49	148230 148252
2 23 2000	63,292 17	148253
2 25 2000	15,535 73	148254 148260
2 28 2000	13,674 36	529 & 530, 272 273
2 28 2000	— 370 50	Void Ck# 146781
2 28 2000	14,299 17	148261 148404
3 02 2000	199,011 76	148405 148429
3 06 2000	13,220 78	148430 148432
3 07 2000	211,655 83	148433 148609
Add	86,307 94	148610 - 148725
Add	1,000 00	148726 - 148728
Add	1,568 49	148729 - 148731

DATE	AMOUNT	CHECK NUMBERS
Add	198, 083 78	Electronic Transfers \$ 59 083 78 First State Bank \$ 139 000 00 Texpool Federal Tax Payments
Addendum	77,918 97	To appear on Future Schedule

- 18 MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF PERSONNEL ACTION FORMS
 ALL VOTING YES (SEE ATTACHED)
- 19 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF ADDITIONS TO MSAG (Master Street Address Guide) ALL VOTING YES (SEE ATTACHED)
- 20 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO ADJOURN COURT THIS 14th DAY OF MARCH, 2000 AT 10 46 A M ALL VOTING YES

JOHN P THOMPSON, COUNTY JUDGE

ATTEST

BARBARA MIDDLETON, COUNTY CLERK

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VOL

PROCLAMATION

Whereas, our society has become increasingly dependent on household chemicals to perform labor-saving, time-saving miracles, and on medicine to provide health-giving, life-sustaining benefits, and

Whereas, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them, and

Whereas, over the past 39 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them, and

Whereas, the efforts of our community organizations, complemented by the efforts of the Southeast Texas Poison Center, have reduced childhood poisonings in Polk County, and

Whereas, these programs must continue as long as even one child swallows a household product or medicine by mistake

Now, Therefore, I, Judge John P Thompson, and the Commissioners of Polk County hereby proclaim March 19-25, 2000, as

Poison Prevention Week in Polk County

and direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our people to the continued danger of misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children

SIGNED AND PROCLAIMED THIS 14TH DAY OF MARCH, 2000

John P. Thompson

County Judge Polk County, Texas





State of Texas

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To The Criminal Justice Division

County of Polk

Office of the Governor

BE IT RESOLVED, that The Commissioners Court of Polk County convened in a regularly called session on the 14th day of March, 2000 in the Commissioners Courtroom of the Polk County Courthouse in Livingston, Texas with the following Members present and representing a quorum, John P Thompson, County Judge, B E "Slim" Speights, Commissioner, Pct 1, Bobby Smith, Commissioner, Pct 2, James J "Buddy" Purvis, Commissioner, Pct 3, R R "Dick" Hubert, Commissioner, Pct 4, Absent None when and where, among other proceedings, had the following order passed

WHEREAS, it is required that the Chief Juvenile Probation Officer be directed to apply for a grant in the amount of Eight Thousand Sixty Seven Dollars (\$8,067 00) from the Juvenile Accountability Incentive Block Grant Fund of the Criminal Justice Division, Office of the Governor, State of Texas, to be used for the purpose of Juvenile Detention for Polk County, Texas

NOW, THEREFORE, BE IT ORDERED, and decreed that This Commissioners Court finds it desirable to support said application for Juvenile Accountability Incentive Block Grant Funds

ADDITIONALLY, Polk County hereby assures that the aforementioned grant funds will be returned to the CJD in full in the event of loss or misuse of CJD funds

WHEREUPON, the motion was made by Commissioner R R "Dick" Hubert and seconded by Commissioners B E "Slim" Speights, with all voting in favor and none opposed, the Members of the Polk County Commissioners Court hereby approve this Resolution

John P Thompson
County Judge, Polk County, Texas

Attest,

Barbara Middleton, County Clerk

03-14-00

Date

VOL. 46 PAGE 277



RESOLUTION A RESOLUTION ENDORSING AND SUPPORTING THE PRINCIPLE OF FAIR AND OPEN HOUSING AS SET FORTH IN TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

WHEREAS, adequate housing is a necessary ingredient to the maintenance of the standard of living in this country, and

WHEREAS, it is important that every human being have access to adequate housing of his choice and economic means, and

WHEREAS, it is beneficial to the social and economic welfare of the entire country that every person have access to adequate housing, and

WHEREAS, the law of the land is that no citizen can be denied access to housing of his choice because of race, color, religion, or national origin, now therefore,

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

SECTION 1 That this Commissioners Court endorses and supports the principle of fair and open housing, as set forth in Title VIII of the Civil Rights Act of 1968, and the right of every person to have access to adequate housing of his own choice without regard to race, color, religion, or national origin, and

SECTION 2 That this Commissioners Court encourages all citizens to respect and support the law of the land in regard to the right of every person to have access to adequate housing of his own choice, and

SECTION 3 That this Commissioners Court encourages all citizens to undertake voluntary actions to foster racial harmony, including individual and group decisions to promote fair and open housing, and individual commitment to avoid discrimination in all sale, all rental of property, and

<u>SECTION 4</u> That this Commissioners Court will encourage local newspapers and owners of housing to comply with HUD Advertising Guidelines, and

<u>SECTION 5</u> That this Commissioners Court will maintain cooperation with fair housing groups, human relations bodies and other social, civil and religious groups interested in facilitating open communities

JOHN P THOMPSON, COUNTY JUDGE

ATTEST

C1WordPerfect.docs/Fair Housing/Fair Housing Resolution.wpd





ORDER OF THE POLK COUNTY COMMISSIONERS COURT

Designating "Surplus Property" for disposal in Public Auction to be held April 1, 2000

WHEREAS, in a regularly called meeting of the Polk County Commissioners Court held March 14, 2000, the following items were determined to be "Surplus property", as defined by Local Government Code, Chapter 263 Subchapter D, Section 263 151, as per listing attached hereto as Exhibit "A"

THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be offered for sale by public auction

John P Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on March 14, 2000

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County

Commissioners Court to this certification

(Seal)

Barbara Middleton, County Clerk

Polk County, Texas

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Item#

Description (Include Brand, Make/Model,, etc.)

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Location of Property Arkson Surling

Contact Person. Elsin Dour's

POLK COUNTY SURPLUS PROPERTY SALE Saturday - April 1, 2000

Serial # Veh/Equip VIN# County Inventory #
(If available)

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POLE CO. JUDGE

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POLK COUNTY SURPLUS PROPERTY SALE

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Saturday - April 1, 2000

46 PAGE 280 14 12. llem# 5 ဌ 5 9 ģ Location of Property: Sheriff çv ယ Department Sheriff Motorole Rode 3 Switch boxes with 7 switches "Car Cages - 1 by Setina mrg - 1 starguard Federal Federal Signal Electronic Siren + Control Mar PA-15A Badar Control Cannon Fax Wohene - mod #8140 Sirchie Photo ID CAMERA "BACA! Recorder words afte mod * LTU Boyed lich IBM Key Board MAGNONOX Security CAMERA Mod The 3511 ALOZ HAIsey Taylor wall mount water fountain (Bod Lomputer > Description (Include Brand, Make/Model,, etc.) Signal PA 300 Siren Countral - Parts Console * Alarm Baxes - ma brand + No #'s 2 Radio's XL1218 Dept Contact Person, Sheelens & Brown 85514699 MZ 107 RR 68 98/20166/WHA H12018 1E84737+1691557 1076227 Serial # Veh/Equip VIN# 0 Phone # 956 3276816 1 = # 700 # 3 County Inventory #
(If available) ho# 000 00 290 7 00000 32 000003236 1076727 # 1 no # 4

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POLE CO JUDGE +++ SHERIFF

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POLK CO. JUDGE

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Location of Property Sheriff Dept Department Sheriff

Description (Include Brand, Make/Model,, etc.) This is Abandoned + found Property

Item#

Saturday - April 1, 2000

POLK COUNTY SURPLUS PROPERTY SALE

Contact Person: Sherlene K Brown

Serial # Veh/Equip VIN# Phone # 936 327-6810 County Inventory #
(If available)

3-20" Murray Bikes BAG 22" AME GIVES BIKE Echo Blower Motor w/controls (Paets) YAMAha SKI Deo (Parts) Req# TX2165AA Honda MoPed 22" EASY TOUR 22" Roadmaster 22" Murray Mens Bike Electric KADIAtor for Ford CAr 15" 5 hole For o Wheel fellow Caution Lights For Barricades 16" Tire + Wheel 15" Tires + Whee Ver tape Holders 19"TV Md1 # CT 2017 D = 8hole Dodge 3H2AFOGO2H5315271 (Parts) Takoa5910 10 # 504521

→→→ SHERIFF

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46 PAGE 283 VOL POLK COUNTY SURPLUS SALE (APRIL 1, 2000) 29 30 SANVO YCR4900 Snapper Weed EATER Md/Palacst 1-GE 19" Goldstar 13" Color TV Signode Clamping Tool 5/8" Mall AM 58 Commodore 128 Personal Computer Board Motorola Bag Phone Box oddsize Wrenchs & Sockets notorala CEII Phone WIPOWEr adapter + CARRYCAS C 3A01ZEY 3.0 Wetdry Shop VAC Engine Bolts (For Fords) Set of Lock Hods For Ford CARdours alternator for Ford -SANDING Keelon CArrier ommodore DY/VANIA Color TV 10 YOIT ACUNIT-WINDOW MT - RUNS Description (Include Brand, Make/Model,, etc.) rimers + Lead For Reloading - 9mm 35745+ 122 CAI Shells 22 cal Concrete NAIIGun 1511 Dise Deme SCN 2330A ERN 21181523 00900656 7 F818019 16392242 153379 Serial # Veh/Equip VIN# County Inventory #
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													038 0085 301	1408010	VARIATION	071-07	Serial # Veh/Equip VIN#	Phone #	Shirles Cours	SALE
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POLK COUNTY SURPLUS PROPERTY SALE Saturday - April

Department POLK COUNTY MAINTENANCE ENGINEERING

Location

Item#

Description (Include Brand, Make/Model,, etc.)

Contact PersonDON MAXWELL, MAINTENANCE ENGINEER

LEGGETT, TEXAS 77350 Phone # (409)327-6808 or

Serial # Veh/Equip VIN# (409)398-5031 County Inventory #
(If available)

ဖ် 12 5 PRINTER/HEWLETT PACKER/LASERJETSL MQUSE,/MICROSOFT SPEARERS COMPUTER/TECHMEDIA KEYBOARD/KBY TRONIC COMPUTER SCAN/CANON IX 4015 PRINTER /HEWLETT PACKER/LASERJETSI MONITOR/TECHMEDIA SPEAKERS/OIC/MULTIMEDIA/MODEL#8860 COPY MACHINE /SHARP SP 7900/STORY WRIGHT TELEPHONE ANSWERING MACHINE /BELL SOUTH MODEL/#2006C 1964713572 **ив**3066086 9604004735 0-10733 3B168213 J410851535 IPB.1014872 4647347 010510-0006 000001484 100002706 000001613 00001623 000003999 <u> 100001.460</u> 94510000 Sour to EXB

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VOL. 46 PAGE 287

32 30 29 2 26 25 24 23 22 20 19 18 a#
Description (Include Brand, Make/Model,, etc.) POLK COUNTY SURPLUS SALE (APRIL 20, 1996) 28 GENERATOR GENERATOR KEY BOARD /FOCUS GENERATOR/3kw GENERATOR/3kw GENERATOR/60kw GENERATOR/60kw GENERATOR /3kw GENERATOR /10KW STOVE GENERATOR/3KW GENERATOR/3kw GENERATOR /10kw GENERATOR/3kw T. 2159819 67-1241 000005953 000005955 000003447 05-900793 05-900794 KA70-0969 KZ0195ZA N114845 72-2199 TWF106989 Serial # County Inventory # `.
Veh/Equip VIN# (If available) KA73003-02486 5800-343 Page 1 of 00002712 2

Page 1 of ___]

POLK COUNTY SURPLUS PROPERTY SALE Saturday - April 1, 2000

)epa	DepartmentCOUNTY JUDGE Contact Person _	Marcia / Jan	
ocat	ocation of Property:(same)	Phone #327-6813	13
lem#	Description (Include Brand, Make/Model., etc.)	Serial # Veh/Equip VIN#	County Inventory # (If available)
1	GBC manual Binding Machine, Model 410KM	SN EA05789	000000059
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POLK COUNTY SURPLUS SALE (APRIL 1, 2000)	15 Ft Bot Was Mouder Dragon Products	6x6 Domp Truck	Sitema 6mc 3500 STAKE Bed Dunly 1983	Fotenational Dock Wheel Trader Rice Tired more	Mack	1976 Ford 1000 Dang Truck	GAS Compressor on wheels Asyl	Ray Go Compactor Red and Smooth Drawn Coller	Boat V Bettom	17the 6x 6 True Carper	1994 Chassis Frairer 1,5 tow a wheel moved osking	1764 - (54-20-55 - Tailes 40 Foot	1892 Han 4 door crew cab	1984 & ton 4x4 pickup 72	4x4 pickup	1981 Ford byd Dung Truck	1977 OSKash Had Truck	1976 Interior Deuxp track 20 yd	lem# Description (include Brand, Make/Modek, etc.)
P	1xmp09957	5A12471/c133135	COLI ODDO FROIZAGE TORE 2 HOS	ACS 100000 XERENDO LOEGING	30032	14100000 LONG UNICANO 205 LA 14	401891091618	101-4-81	126 42001	PS01-8CE21399	01 62 10 10 10 10 10 10 10 10 10 10 10 10 10	8523	16CHC 3313(5)1375 000001313	16CHO3431EF 3545 00000 HJ2	166603484E630100	JEDNE JOHOCNARTH OOOOO 1343	1618	० ३ ॥ १ ७५६४ तथस	Send # Veh/Equip VIN#
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POLK COUNTY SURPLUS PROPERTY SALE

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PLANT EQUIPMENT, INC.

42505 Rio Nedo Temecula CA. 92590 Tel 909-676-4802 Fax 909-676-0998 www peinc com

POLK COUNTY, TX

E9-1-1 Addressing Solutions Statement of Work (SOW)

Plant Equipment, Inc 120 Alexandria Blvd, Suite 19 Oviedo, FL 32765 (407) 366-5611

March 13, 2000

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Polk County TX SOW rev A031300 Project # MM02252000A

Customer

Polk County, Texas

Statement of Work

E9-1-1 Addressing Solutions And Mapping Products

VOL

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Polk County, Texas

Project #

MM02252000A

The purpose of this document is to clarify the responsibilities of Plant Equipment, Incorporated, hereinafter designated as "PEI and, Polk County, Texas, hereinafter designated as "Polk", regarding the goals, scope of work, deliverables, and terms and conditions of the project described herein for Polk County, Texas

1 Goals

PEI's goal is to provide Polk with mapping software specific to the E9-1-1 industry to assist them in fulfilling their responsibilities in regard to the Wireless Communications and Public Safety Act. The software and training will provide Polk the tools to collect accurate street centerline and structure locations, to easily maintain street address ranges, emergency service number boundaries, and city boundaries, to maintain concurrency between the street centerline map and the Telco's Master Street Address Guide (MSAG), and to map E9-1-1 calls from the Automatic Location Information (ALI) message on a geographic display in the PSAP

2 Background

ORION MapManager, an administrative map maintenance tool, will provide Polk with the ability to more easily maintain and update base map data. It allows you to easily address streets and structures. It also allows you to create your map based MSAG database by simply drawing your MSAG boundaries on your updated digital street centerline map. ORION MapManager is an exceptional MapInfo addressing and MSAG maintenance solution.

3 Implementation Solution

3 1 The MapManager Maintenance Solution

The MapManager application is the most cost effective fully featured geographic display and MSAG maintenance tool on the market today. The majority of the tabular-based CAD vendors supply a generic GIS application that is used to update the geographic display. The geographic display update tools contained in these generic GIS's are usually primitive and extremely difficult to use if they exist at all. In fact, some of the leading CAD vendors do not have the ability to update their geographic display. These are the primary reasons why PEI created the MapManager application.

Polk may decide to only use a small subset of the MapManager's capabilities or all of them. The MapManager brings together the geographic display and MSAG maintenance functions and eliminates duplicate maintenance.

PEI's MapManager application is the required software component necessary to maintain a map driven MSAG and geographic display database MapManager is an easy to use custom GIS application written specifically for 911 The MapManager's primary purposes are

- Maintenance of the Digital Map and Geographic Display Database
- Maintenance of a Street Network and Street Addresses
- Maintenance of Rural Structure Addresses
- Maintenance of ESN boundaries
- Assignment of ESN Information to Street Centerlines
- Generation of an MSAG from a Street Centerline Map and ESN Boundaries
- Maintenance of the Map Based Master Street Address Guide (MSAG)
- Maintenance of Other Public Safety Layers

The MapManager will also assist you in keeping your MSAG and digital map in sync. This critical feature will ensure that a Call For Service (CFS) address that has been verified by the MSAG will be found on the digital map. Polk can now see their ESN boundaries and adjust them as necessary. The MapManager has significantly simplified some of the difficult map maintenance requirements. Some of the easier map maintenance functions such as polygon maintenance have been left in MapInfo.

PEI's MapManager software allows Polk to address streets based upon an intersection-to-intersection method or a distance based method. Street

addressing can be learned by Polk in under an hour and the MapManager has numerous quality controls built in for street addressing. The MapManager far exceeds the competition in ease of use and specific E911 functionality.

3 1 1 Maintenance of the Geographic Display (Geofile) Database

The MapManager's digital map maintenance tools are under MapManager's MapTools menu MapManager's MapTools include street naming, street addressing, street segment splitting on boundaries and addressing rural structures. Each of these map maintenance tools has been designed specifically for the 911 market and is easy to use. New streets can be created, named, and addressed quickly and accurately using the MapManager. The MapManager date stamps all street name and address range changes.

3 1 2 Maintenance of the Map Based Master Street Address Guide (MSAG)

The MapManager has a menu specifically for Map Based MSAG creation and maintenance purposes. This is the MSAG Maintenance Menu. This menu contains the following commands.

- Assign ESN Boundaries to Streets
- Assign City Boundaries to Streets
- Assign Telco Exchange Boundaries to Streets
- Generate Map Based MSAG
- Print Map Based MSAG
- Compare Map Based MSAG to Tabular MSAG

The MapManager allows a municipality to create a map-based MSAG by simply drawing their Emergency Service Number (ESN) zone and city boundaries on the digital map. The municipality then runs MapManager's "Generate Map Based MSAG" command. A map-based MSAG is then generated. The municipality can then run MapManager's "Compare Map Based MSAG to Tabular MSAG" command. The MapManager will then generate an error list of all the differences between the digital map and the MSAG. These differences represent the probability of not finding an address. These errors can then be corrected and the digital map will match the MSAG.

VOL

4 PEI Qualifications

PEI is the technological leader in public safety communications systems and computer telephony integration (CTI) technology. As a Microsoft® Solution Provider, PEI utilizes Microsoft's proven Win-32 Operating Systems and BackOffice™ tools to develop mission-critical applications which are unparalleled in the industry.

Committed to outstanding customer service, PEI offers E-911/911 system engineering, installation and maintenance, network monitoring, and training Additionally, PEI offers Integration Services, which include, network engineering, software development, database development, Private Enhanced ALI — Database Management Systems (PEA-DBMS), automated maintenance systems, CAD Integration, pre/post failure monitoring capabilities, Mapped-ALI Integration and Law Enforcement Systems Integration

PEI's ORION products, in conjunction with our affiliate partners, offer a single source solution to the GIS needs of both the public and private safety industries PEI offers a mature digital geographic display solution that has a proven record of performance that meets or exceeds industry standards and customer requirements

5 Assumptions and Understandings

PEI assumes that Polk will be responsible for the following

- Polk shall provide all PC and peripheral hardware, hardware installation, network installation, and wiring necessary for the proper installation and operation of this proposed mapping system
- Polk shall be responsible for all hardware support
- Polk shall be responsible for acquiring the necessary MapInfo Licenses (One MapInfo license is required for MapManager purchased)
- Polk understands that the number of MapManager licenses to be purchased is dependent upon Polk's maintenance approach
- Polk will provide information, data, records, and documents, and make such decisions as may be reasonably required by PEI to perform under this Agreement Polk shall perform this task in a prompt and timely manner

- Polk shall use reasonable efforts to provide supporting information to aid in the resolution of any problems discovered
- Polk shall ensure that the operating environment is fully functional and meets PEl's minimum operating requirements for PEI hardware and software products
- Polk shall provide sufficient power facilities and appropriate grounding as required for the proper operation of the proposed mapping system

6 Hardware Recommendations

6 1 MapManager

Intel Pentium III Processor at 600MHz
8 GB Hard Drive
128 MB SDRAM
512KB Integrated L2 Cache
17" Monitor with 26dp and 1024X768 Optimal Resolution at 85 Hz
8MB Video Card
Microsoft Office 97 Professional Edition
Microsoft Windows NT Workstation 4 0
Microsoft Mouse
Keyboard

7 Deliverables

- PEI will provide, install, make operable, and test MapManager on one (1) workstation located in Polk
- PEI will provide one (1) year MapManager software support Support will consist of 9X5 telephone support
- PEI will provide three (3) days of on-site Introduction to MapManager training
- PEI will provide two (2) days of on-site advanced MapManager training

Polk County TX SOW rev A031300 Project # MM02252000A

8 Pricing¹ and Payment

8 1 MapManager Pricing

Part No	Quant. Price	Quant.	Description	Unit Price	Total
871399- 01102 3	1	1	MapManager Software License (Single User)	\$ 10 000 00	\$10 000 00
809800- 01309	1	1	MapManager Support - Through year 1	\$ 1 500 00	\$1 500 00
9860	1	1	Introduction to MapManager (Three Days On-site Training)	\$ 4 600 00	\$4 600 00
9866	1	0	Advanced MapManager (Two Days On site Training)	\$ 3 300 00	\$0 00
			Subtotal		\$ 16 100 00
			State Sales Tax		N/A
	 -	 	Total	· · · · · · · · · · · · · · · · · · ·	\$16,100 00

8 2 Payment Terms

Net 30 days

8 3 Ordering Information

In addition to this agreement, a purchase order for the amount indicated in section 8.1 should be issued to PEI prior to the onset of any labor or delivery of materials

IMPORTANT Purchase orders should reference the project number, MM02252000A, listed on this SOW All purchase orders should be sent via mail, fax, EDI, or e-mail to the following address

Plant Equipment, Inc Attn Inside Sales Department P O Box 9007 Temecula, CA 92589-9007

Phone 800 491 1734 Fax 909 676 9651

¹ Pricing is good for 90 days from date of Statement of Work

e-mail InsideSales@peinc.com

9 Post Installation Support

9 1 Post Installation Support - Time & Materials

Post installation support may be obtained from PEI on a Time & Materials (plus expenses) basis at a labor rate of \$150 00/hour, or at the current PEI labor rate, whichever is greater

9 2 Post Installation Support Limitations

PEI's support obligations hereunder will not apply to any PEI supported product if adjustment, repair, or parts replacement is required because of degradation of performance to PEI systems due to the installation of third party software applications not specifically certified, approved, and registered by PEI for integrated use at the site(s) identified herein

Support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes or adding additional devices or software applications

10 Implementation Testing

Should any Polk County, or other customer supplied/specified hardware and/or software component fail any compatibility, cohabitation and/or coexistence test specified herein, Polk County shall be responsible for all charges accrued prior to the test failure as well as the actual testing costs

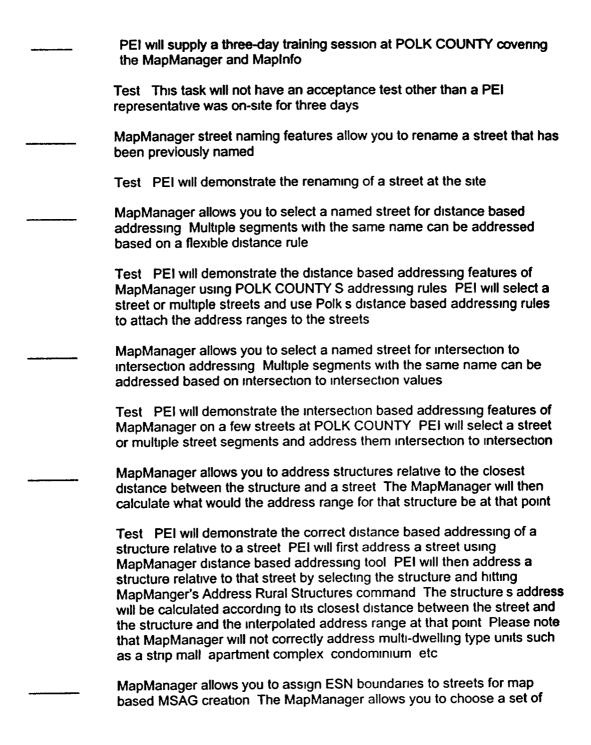
11 Acceptance

11 1 Acceptance Testing

PEI and Polk personnel shall jointly perform acceptance testing for the ORION MapManager mapping products. The acceptance test shall begin when PEI delivers the first training session associated with the purchased software product(s)

Payment 1 is based upon the completion of the following acceptance tests and is for the entire amount due with the exception of the second training session

Polk County TX SOW rev A031300 Project # MM02252000A



streets to be assigned and then choose the boundary that you want to assign. The MapManager will then assign the boundary to the streets

Test PEI will demonstrate how to create an ESN boundary in MapInfo PEI will then assign this ESN boundary correctly to the streets located within the ESN. This includes assigning the left side and right side boundary information to the streets. PEI will select a street or multiple street segments and correctly assign the ESN information to them. Please note that the boundary assignment tool assumes the boundaries are drawn correctly and must match the street node for node where the ESN boundary splits a street or the street may not be correctly assigned.

MapManager allows you to generate a map based MSAG once you have named and addressed your streets and have assigned ESN exchange, and community information to your streets

Test PEI will demonstrate how to build a map based MSAG on the area that was previously addressed and an ESN was created for The map based MSAG will be correct according to standard NENA rules for building a tabular MSAG

Payment 2 Remainder of MapManager Training

This payment is based on successfully completing the second training session and has no milestone

PEI shall be responsible for documenting the cause for and facilitating the resolution of any problem or failure with the PEI supplied software, its components, or other deliverables as defined within this agreement during the Acceptance Test

If the deliverable does not function because of a problem with any product or facility provided by Polk, it is Polk's responsibility to define/document the problem and facilitate the corrective action to fix the problem

If, in Polk's judgment, it believes that the deliverable has not passed a required test, PEI may request a written description of the way in which the deliverable's performance was unsatisfactory in order that PEI may better facilitate the resolution of the defective performance

11 2 Beneficial Use

Deliverable acceptance, including all subsystems and/or components thereof, shall be deemed to have occurred when Polk County commences use and/or dependency on the deliverable, or any of its sub-systems or components, for their intended purpose. Should Polk County commence use of the deliverable, or any subsystem and / or component thereof, for their intended purposes prior to deliverable or component acceptance, other than for the express purposes of training or testing, the deliverable shall be immediately deemed accepted and the unpaid balance of said deliverable or component or sub-system shall be due net thirty (30) days. Deliverable and/or subsystem warranties and/or maintenance periods shall be deemed to have commenced concurrently with the use of the deliverable or sub-system (components thereof) for its intended purpose, unless warranty and/or maintenance periods began previously or as may be excluded subsequent to deliverable acceptance.

12 Terms & Conditions

12 1 Risk of Loss

Polk agrees to bear all risk of loss, injury, or destruction of goods and materials which occur prior to acceptance of the mapping system by Polk and such loss, injury or destruction will not release PEI from any obligation hereunder, provided that such loss, injury or destruction is not due to negligence of Polk

12 2 Warranty

The warranty period for any custom hardware, software and/or services provided hereunder shall be 90 days commencing on the date of installation. During that period PEI warrants that any custom hardware, software and/or services, provided hereunder, shall be provided by qualified, PEI certified personnel in a workmanlike manner and will perform substantially as described herein

PEI disclaims all other warranties, either expressed or implied, with regard to the hardware, software and/or custom product. Warranties provided by third parties, brand name manufacturers, and other service providers relating to this service agreement may be coordinated and applied by PEI upon customer request, however, these warranties are ultimately not the responsibility of PEI

12 3 Limitation of Liability

YOU

In no event shall PEI be liable for any special, incidental indirect, or consequential damages whatsoever (including but not limited to damages for loss of business profits, business interruption, loss of information or any other pecuniary loss) arising out of the use of or inability to use the supported hardware software and/or custom product covered under this statement of work

12 4 Software License

IMPORTANT - READ CAREFULLY THIS PRODUCT CONTAINS THE PEI SOFTWARE PRODUCT IDENTIFIED ABOVE (SOFTWARE") AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END-USER LICENSE AGREEMENT ("EULA") [OPENING THE SEALED ENVELOPE/USING THE SOFTWARE] CONSTITUTES POLK S ASSENT TO AND ACCEPTANCE OF THIS EULA, INCLUDING THE WARRANTY, SPECIAL PROVISIONS AND ANY DISCLAIMERS SET FORTH IN THIS DOCUMENT IF "POLK" (I E THE REGISTERED USER OF THE SOFTWARE AND ITS AUTHORIZED EMPLOYEES) DOES NOT AGREE WITH ALL THE TERMS. POLK MUST RETURN THIS PRODUCT [WITH THE ENVELOPE STILL SEALED], ALL MANUALS AND DOCUMENTATION TO THE PLACE POLK OBTAINED THEM, WITHIN 30 DAYS OF FIRST ACQUIRING THIS PRODUCT WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF PEI SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY IF POLK HAS ORDERED THIS PRODUCT, PEI'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON POLK S ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS IF THESE TERMS ARE CONSIDERED AN OFFER BY PEI, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS

12.5 Software License and Restrictions

Subject to all the terms and conditions of this Agreement, PEI hereby grants Polk, under PEI's rights in the Software, a personal non-transferable, non-sublicensable, non-exclusive license to use one (1) copy of the Software, in object code form only, on a single CPU Polk may not directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software, (ii) modify, translate, or create derivative works based on the Software, (iii) copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the Software, except as otherwise provided herein, (iv) use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party, (v) use or allow the transfer, transmission, export, or re-export of the Software in violation of any export control laws or regulations administered by the

Polk County TX SOW rev A031300 Project # MM02252000A

U.S. Commerce Department, OFAC, or any other government agency, or (vi) remove any proprietary notices or labels on the Software. As between the parties, Polk acknowledges that PEI retains ownership of the Software, any portions or copies thereof, and all rights therein. All rights not expressly granted to Polk are reserved to PEI. All the limitation and restrictions of this Agreement also apply to all accompanying documentation and materials.

12 6 Termination

The Agreement and all licenses will terminate if Polk fails to comply with the terms and conditions of this EULA. Upon notice of termination Polk shall immediately, at PEI's option, destroy, or return to PEI at Polk's expense, the Software, all copies thereof, any updates, and all accompanying documentation and materials. Except as otherwise expressly provided herein, the terms of the Agreement shall survive termination. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

12 7 Updates

Updated versions of the Software may be created or issued by PEI from time to time. If the Software is an upgrade of a PEI product. Polk now may use that upgraded product only in accordance with this EULA/ PEI may, at its sole discretion, require the installation of software updates. provided to Polk without additional cost, to maintain the Warranty Provisions.

128 Media

Polk may receive the Software in more than one medium. Regardless of the type or size of medium Polk receives, Polk may use only one medium that is appropriate for Polk's single computer. Polk may not use or install the other medium on another computer. Polk may not loan rent lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer of the Software as provided herein.

12 9 Limited Warranty and Disclaimer

PEI warrants to (and only to) Polk for a period of ninety (90) days following original delivery of the Software from PEI or PEI s authorized representative or distributor, as evidenced by dated shipping documents (i) that such Software will materially conform to PEI s then current user documentation for such Product, (ii) and that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use. This warranty covers only problems reported to PEI during the warranty period. If the deficiency is to be

repaired or replaced, PEI will undertake (and Polk's sole remedy shall be) to correct within a reasonable period of time any reported Software Error" (failure of the Software to perform substantially the functions described in the documentation), correct significant errors in the documentation, and replace any magnetic media which proves defective in materials or workmanship, or refund he license fee PEI shall not be responsible for any defect that results from Polk abuse misuse or other conduct or conditions outside the control of PEI PEI makes no warranty or representation that the information or functions contained in the Software will meet Polk requirements that the operation of the Software will be uninterrupted or error free or that all software and documentation defects are correctable or will be corrected PEI makes no warranty or representation that updated versions of the Software will be created or issued with specific functional enhancements or modifications PEI does not warrant performance of any third party hardware, software or services provided by PEI or endorsed for the specific purpose of operating with the Software However, where reasonably possible, PEI shall pass on to Polk any such third party warranty PEI is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after release of the software, or problems resulting from use of the Software with third party computer hardware components, system or configuration EXCEPT FOR THE FOREGOING, THE SOFTWARE OR ANY SERVICE PROVIDED BY OR THROUGH PEI ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT FURTHER PEI DOES NOT WARRANT RESULTS OF USE OR THAT THE SOFTWARE IS BUG FREE OR THAT ITS USE WILL BE UNINTERRUPTED SOME STATES DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE MAY NOT APPLY TO POLK

12 10 Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, PEI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NECLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT ACTUALLY PAID TO PEI FOR THE SOFTWARE AND OR ACCOMPANYING DOCUMENTATION AND MATERIALS, (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, (III) FOR ANY INCIDENTAL OR CONSEQUESTIAL DAMAGES,

03/14/00

(IV) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA, OR (V) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL

12 11 Miscellaneous

Any notice, report, approval or consent required or permitted hereunder shall be made in writing to

Plant Equipment, Inc P O Box 9007 Temecula, CA 92589-9007 (909) 676-4802

PEI may assign this Agreement in whole or in part. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United Stated without regard to conflicts of laws provisions thereof, and without regard to the United Stated Convention on the International Sale of Goods Any waivers or amendments shall be effective only if made in writing This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action

13 Approval

This statement of work becomes an agreement upon execution by both parties Thereafter, any changes to the statement of work must be made by a written change order agreement signed by authorized representatives of both parties with direct reference to the statement of work, and to subsequent applicable change orders. Any such changes may increase the price or lengthen the schedule of the project.

Polk Gounty PI	ant Equipment, Inc
(Signature)	(Signature)
John P Thompson (Name)	(Name)
County Judge (Title)	(Title)
March 14, 2000 (Date) (as approved by Commissioners Court)	(Date)

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Plant Equipment, Inc.

8 1 MapManager Pricing

The MapManager Solution

Part	Quant.	Quant.	Description	Unit Price	Total
No	Price				
871399-	1	1	MapManager Software	\$10,000 00	\$ 10,000 00
011023			License (Single User)		
809800-	1	1	MapManager Support -	\$ 1,500 00	\$ 1,500 00
01309			Through year 1		
9860	1	1	Introduction to	\$ 4,600 00	\$ 4,600 00
			MapManager (Three		
			Days On-site Training)		
			Subtotal		\$ 16,100 00
			-less 50% of		\$(2,300 00)
			Introduction to		
			MapManager (Three		
			Day On-site Training)		
			fee to be paid by		
			DETCOG		
			State Sales Tax		N/A
			Total		\$ 13,800 00

#13

County	Pol	k Count	y
CSJ	0911	-04-907	
Project	AA	0219-00)5
Road/St	reet	CR 219	
NBI Str	ucture	No	111870AA0219005
Local D	esign	ation No	

VOL

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS

§

THE COUNTY OF TRAVIS

§

THIS AGREEMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the STATE and Polk County political subdivision of this state, or a special district that has the authority to finance a highway improvement project hereinafter called the LOCAL GOVERNMENT, acting by and through its Polk County Commissioners Court

WITNESSETH

WHEREAS, Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction, and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation, and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at Piney Creek on CR 219, 1 85 miles North of FM 352, and,

WHEREAS, said bridge is included in the currently approved program of projects as authorized by Commission Minute Order Number 107950 dated September 30, 1999, and the State and the Local Government mutually agree to effectuate the project,

Page 1 of 6

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the State and the Local Government do agree as follows

Article 1 Contract Period

This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution and shall terminate when the work has been completed or as provided in Article 10 "Termination"

Article 2 Right of Entry

The Local Government hereby authorizes the State, its consultant, contractor, or other designated representative to enter the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches

Article 3 Utility Adjustments and Right of Way

The Local Government shall provide or cause to be provided, at no cost to the State or Federal government, the necessary adjustment of any and all utilities and services, whether publicly or privately held, as may be necessary to permit the work authorized herein. The adjustment, removal, or relocation of such utilities shall be accomplished pursuant to the Local Government's usual and customary policies and procedures regarding utilities, provided however, that these activities shall be coordinated with and carried out in a manner that does not conflict with the requirements of the State

The Local Government further agrees to acquire, to the extent permitted by law, at no cost to the State or Federal Government, any additional right of way, if required If for any reason the Local Government determines it is unable to acquire the required right of way, all pertinent provisions of this agreement shall remain applicable, including Article 10 "Termination" and Article 4 F "Costs at Termination"

Article 4 Project Funding

Subject to Article 3 and other provisions as follows the general funding formula for these projects involves funding by the Federal Government (80% of the cost), the State (10%), and the Local Government (10%) The State assumes no liability for any costs except as authorized herein. All payment obligations of the Local government shall be subject to the requirements of governing Texas law and, if applicable, Article 11, Section 5 of the Texas Constitution.

All or a part of the Local Government jurisdiction being located within a county deemed economically disadvantaged as defined in Texas Transportation Code Section 222 053 Transportation Commission Minute Order Number 108113 dated February 24, 2000 provides that the Local Government's funding share be adjusted Thus, the Local Government agrees to

Page 2 of 6

JOV

pay the State (1) 49% of the direct costs for preliminary engineering incurred by the State (2) 49% of the direct cost of construction construction engineering and contingency, and (3) 100% of the direct cost of any project cost item or portion of a cost item that is not eligible for federal or state participation

- A <u>Preliminary Engineering Costs</u> The State will document its costs incurred for preliminary engineering and shall notify the Local Government of its share of these costs when submitting notice pursuant to Article 4(D) and/or 4(E) below
- B <u>Construction Costs</u> The direct construction cost includes the amount of the contract awarded to a contractor based upon the low bid, any supplements made thereto during the duration of the project, and construction engineering and contingencies
- C <u>Payments</u> Thirty calendar days after signing this agreement and thirty calendar days before beginning the preliminary engineering work, the State shall notify the Local Government of payment due in an amount equal to <u>4.9%</u> of the estimated direct cost of project preliminary engineering. Forty-five calendar days prior to the State's scheduled date for the contract letting the Local Government agrees to pay to the State an amount equal to the remainder of the Local Government's agreed upon participation in the project

The Local Government shall promptly and faithfully provide payment of the required funds. The department will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in the state treasury.

D Accounting - If at the completion or a termination of the project it is found that the amount received is insufficient to pay the Local Government's agreed upon participation, the State shall immediately notify the Local Government who shall promptly transmit the required amount to the State

At the completion of the project, the State shall use generally accepted accounting procedures to determine the actual direct cost of the project. Excess funds paid by the Local Government will be returned. Accounting records will be available at reasonable times at the office of the State for inspection by the Local Government. The State will provide not more than four copies of any records requested by the Local Government.

- E Costs at Termination If after full execution of this agreement the project is terminated at the request of the Local Government, the Local Government shall be responsible for all (100%) expenses incurred for the project, including all direct and indirect costs. The indirect costs shall be calculated based on prevailing rates as determined through the Texas Department of Transportation's Indirect Cost Recovery Program
- F Estimate of Project Direct Cost An estimate of the direct cost of the project that may be very tentative and made prior to the usual preliminary engineering phase of a project is provided in Exhibit A of this agreement. Neither the estimate provided in

Page 3 of 6

Exhibit A or any other estimate of cost provided by the State, shall limit the Local Government's obligations set out in provisions of this agreement

Article 5 Project Administration and Accomplishment of Work

The State shall use its own forces to provide or shall contract for the following

- A Prepare the construction plans, specifications and estimates (PS&E) At the beginning of the construction stage the construction plans shall be attached hereto, labeled Exhibit B, Project Plans, and made a part hereof
- B Coordinate with the Local Government during plan preparation and have the Local Government indicate approval of the project plans by signing the title sheet
- C Advertise for bids and award the contract
- D Supervise the work as required by the construction plans and specifications
- E Final inspection and acceptance of the completed project

Article 6. Review of Plans by the Local Government

The Local Government shall provide prompt review of the construction plans when requested by the State No review shall unduly delay the progress of the project

Article 7 Local Government Acknowledgment

The Local Government acknowledges that it is not an agent, servant, or employee of the State and further acknowledges full and complete responsibility for its own acts and deeds and for those of its agents or employees during the performance of the work authorized in this contract

Article 8 Maintenance

After the project has been completed, the Local Government shall accept full ownership and operate and maintain the facility authorized by the agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction and termination of this agreement.

Article 9 Sole Agreement

This agreement constitutes the sole agreement between the State and the Local Government concerning this project. Any prior agreement, either written or oral, respecting this project is hereby superseded

Page 4 of 6

JOV

Article 10 Termination

This agreement may be terminated before the project is completed by mutual written consent of both parties with financial responsibilities carried out as assigned in Article 4, Project Funding

Article 11 Notices

All notices to either party under this agreement shall be delivered personally one to the other or sent by mail or courier, postage pre-paid, to the addresses shown on the signature page of this agreement

Article 12 Ownership of Documents

Upon completion of the project, all documents prepared by the State shall remain the State's property The Local Government shall have unlimited and unrestricted use of the documents

Article 13 Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement

Article 14 Legal Construction

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

Article 15 Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent

Page 5 of 6

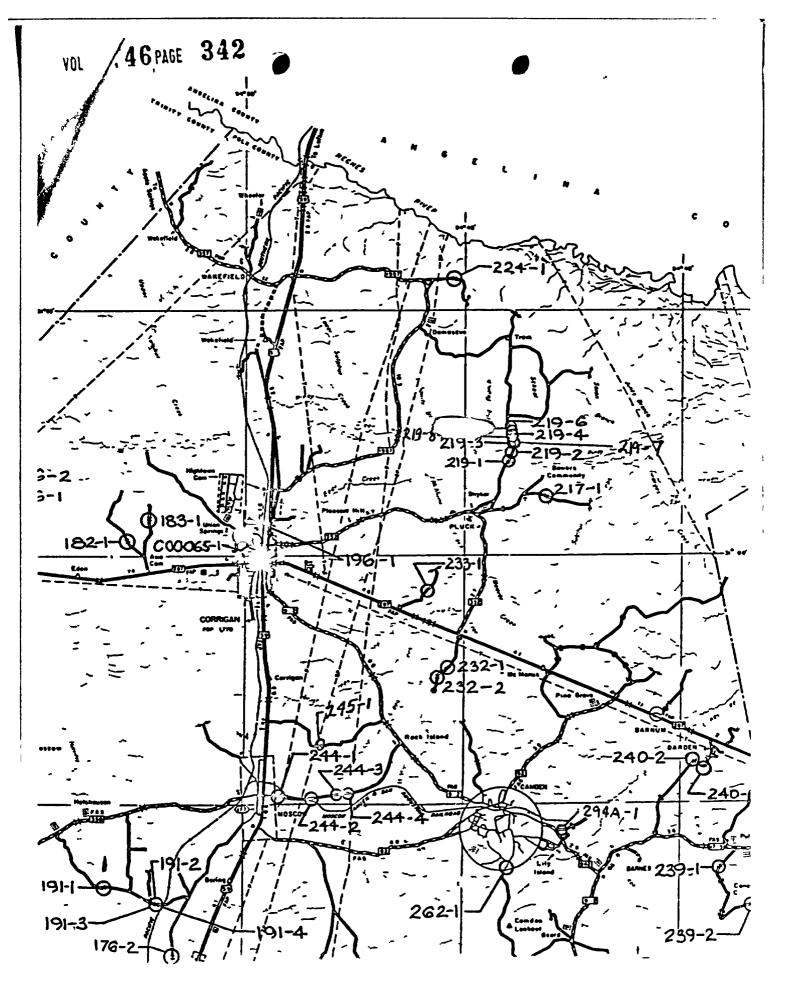
IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements

THE LOCAL GOVERNMENT	Polk County								
O/Det	(Name)								
BY MAY D. (/ MALL	DATE 3/14/00								
(Signature)									
John Thompson County Judge									
Typed Name and Title of Signatory	y								
Under authority of Resolution/Ordinance Number Computes Dated 3/14/00									
THE STATE OF TEXAS									
Executed for the Executive Director and approved for the Texas Transportation Commission under authority of Minute Order 100002 for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission									
Ву	DATE								
Mary Lou Ralls, PE, Director,	, Bridge Division								
For the purposes of this agreement, notices shall be deemed delivered when addressed and mailed to the following									
The Local Government	Texas Department of Transportation District Office								
Honorable John Thompson	Lufkın Dıstrıct								
Polk County Judge	1805 N Timberland Drive								
Polk County Courthouse	Lufkin, TX 75901								
Livingston, Texas 77351									

County	Polk County
	0911-04-907
Project	AA0219-005
	treet CR 219
	ucture No 111870AA0219005
	Designation No
	Agreement Execution by Local
	nment

EXHIBIT A TO CONSTRUCTION AND MAINTENANCE AGREEMENT FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM - TENTATIVE ESTIMATE OF DIRECT COSTS

		Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	•	\$55,136 00	
4 9% Percent Local Government Participation in PE (1st payment)			\$2,702 00
Construction		\$221,265 00	
Engineering and Contingency (E&C) The Sum of Construction and E&C	•	\$33,190 00 \$254,455 00	
4.9% Percent Local Government Participation in the Sum of Construction and E&C (2nd payment)			\$12,468 00
Total Local Government Participation			\$15,170 00
Total Project Direct Cost	**	\$309,591 00	



VOL.

#13

County	Pol	k County	y
CSJ	0911	-04-915	
Project	AA	0247-00	4
Road/St	reet	CR 247	
NBI Str	ucture	No	111870AA0247004
Local D	esign	ation No	

CONSTRUCTION AND MAINTENANCE

AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THE STATE OF TEXAS

Ş

THE COUNTY OF TRAVIS

8

THIS AGREEMENT IS MADE by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the STATE, and Polk County political subdivision of this state, or a special district that has the authority to finance a highway improvement project, hereinafter called the LOCAL GOVERNMENT, acting by and through its Polk County Commissioners Court

WITNESSETH

WHEREAS Title 23, United States Code, authorizes federal funds to assist local governments in the replacement or rehabilitation of functionally or structurally deficient bridges located on a public road or street within its jurisdiction, and,

WHEREAS, the State, acting by and through the Texas Transportation Commission, has approved a program of work for Off-State-System Federal-Aid Bridge Replacement and Rehabilitation, and,

WHEREAS, the Local Government owns a bridge located on a public road or street located at Big Sandy Creek on CR 247, 47 miles west of FM 942, and,

WHEREAS, said bridge is included in the currently approved program of projects as authorized by Commission Minute Order Number 107950 dated September 30, 1999, and the State and the Local Government mutually agree to effectuate the project,

Page 1 of 6

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the State and the Local Government do agree as follows

Article 1 Contract Period

This agreement becomes effective upon the date of execution by the party whose signing constitutes final and full execution and shall terminate when the work has been completed or as provided in Article 10 "Termination"

Article 2 Right of Entry

The Local Government hereby authorizes the State, its consultant, contractor, or other designated representative to enter the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches

Article 3 Utility Adjustments and Right of Way

The Local Government shall provide or cause to be provided, at no cost to the State or Federal government, the necessary adjustment of any and all utilities and services, whether publicly or privately held, as may be necessary to permit the work authorized herein. The adjustment removal or relocation of such utilities shall be accomplished pursuant to the Local Government's usual and customary policies and procedures regarding utilities, provided however that these activities shall be coordinated with and carried out in a manner that does not conflict with the requirements of the State

The Local Government further agrees to acquire, to the extent permitted by law at no cost to the State or Federal Government, any additional right of way, if required If for any reason the Local Government determines it is unable to acquire the required right of way, all pertinent provisions of this agreement shall remain applicable, including Article 10 Termination' and Article 4 F 'Costs at Termination'

Article 4 Project Funding

Subject to Article 3 and other provisions as follows, the general funding formula for these projects involves funding by the Federal Government (80% of the cost), the State (10%), and the Local Government (10%) The State assumes no liability for any costs except as authorized herein. All payment obligations of the Local government shall be subject to the requirements of governing Texas law and, if applicable, Article 11, Section 5 of the Texas Constitution.

All or a part of the Local Government jurisdiction being located within a county deemed economically disadvantaged as defined in Texas Transportation Code Section 222 053

Transportation Commission Minute Order Number 108113 dated February 24, 2000 provides that the Local Government's funding share be adjusted Thus, the Local Government agrees to

Page 2 of 6

Bridge Division 1-2000

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pay the State (1) 4 9% of the direct costs for preliminary engineering incurred by the State, (2) 4 9% of the direct cost of construction, construction engineering and contingency, and (3) 100% of the direct cost of any project cost item or portion of a cost item that is not eligible for federal or state participation

7

- A <u>Preliminary Engineering Costs</u> The State will document its costs incurred for preliminary engineering and shall notify the Local Government of its share of these costs when submitting notice pursuant to Article 4(D) and/or 4(E) below
- B <u>Construction Costs</u> The direct construction cost includes the amount of the contract awarded to a contractor based upon the low bid, any supplements made thereto during the duration of the project, and construction engineering and contingencies
- C Payments Thirty calendar days after signing this agreement and thirty calendar days before beginning the preliminary engineering work, the State shall notify the Local Government of payment due in an amount equal to 49% of the estimated direct cost of project preliminary engineering. Forty-five calendar days prior to the State's scheduled date for the contract letting the Local Government agrees to pay to the State an amount equal to the remainder of the Local Government's agreed upon participation in the project

The Local Government shall promptly and faithfully provide payment of the required funds. The department will not pay interest on the funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the state treasury.

D Accounting - If at the completion or a termination of the project it is found that the amount received is insufficient to pay the Local Government's agreed upon participation, the State shall immediately notify the Local Government who shall promptly transmit the required amount to the State

At the completion of the project, the State shall use generally accepted accounting procedures to determine the actual direct cost of the project. Excess funds paid by the Local Government will be returned. Accounting records will be available at reasonable times at the office of the State for inspection by the Local Government. The State will provide not more than four copies of any records requested by the Local Government.

- E <u>Costs at Termination</u> If after full execution of this agreement the project is terminated at the request of the Local Government, the Local Government shall be responsible for all (100%) expenses incurred for the project, including all direct and indirect costs. The indirect costs shall be calculated based on prevailing rates as determined through the Texas Department of Transportation's Indirect Cost Recovery Program
- F Estimate of Project Direct Cost An estimate of the direct cost of the project that may be very tentative and made prior to the usual preliminary engineering phase of a project is provided in Exhibit A of this agreement. Neither the estimate provided in

Page 3 of 6

Exhibit A or any other estimate of cost provided by the State, shall limit the Local Government's obligations set out in provisions of this agreement

Article 5 Project Administration and Accomplishment of Work

The State shall use its own forces to provide or shall contract for the following

- A Prepare the construction plans, specifications and estimates (PS&E) At the beginning of the construction stage, the construction plans shall be attached hereto, labeled Exhibit B, Project Plans, and made a part hereof
- B Coordinate with the Local Government during plan preparation and have the Local Government indicate approval of the project plans by signing the title sheet
- C Advertise for bids and award the contract
- D Supervise the work as required by the construction plans and specifications
- E Final inspection and acceptance of the completed project

Article 6 Review of Plans by the Local Government

The Local Government shall provide prompt review of the construction plans when requested by the State No review shall unduly delay the progress of the project

Article 7 Local Government Acknowledgment

The Local Government acknowledges that it is not an agent, servant, or employee of the State and further acknowledges full and complete responsibility for its own acts and deeds and for those of its agents or employees during the performance of the work authorized in this contract

Article 8 Maintenance

After the project has been completed, the Local Government shall accept full ownership and operate and maintain the facility authorized by the agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction and termination of this agreement.

Article 9 Sole Agreement

This agreement constitutes the sole agreement between the State and the Local Government concerning this project. Any prior agreement, either written or oral respecting this project is hereby superseded

VOL

Article 10 Termination

This agreement may be terminated before the project is completed by mutual written consent of both parties with financial responsibilities carried out as assigned in Article 4, Project Funding

Article 11 Notices

All notices to either party under this agreement shall be delivered personally one to the other or sent by mail or courier, postage pre-paid, to the addresses shown on the signature page of this agreement

Article 12 Ownership of Documents

Upon completion of the project, all documents prepared by the State shall remain the State's property The Local Government shall have unlimited and unrestricted use of the documents

Article 13 Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement

Article 14 Legal Construction

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

Article 15 Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the organization they represent

Page 5 of 6

IN WITNESS WHEREOF, THE PARTIES HERETO have executed duplicate counterparts to effectuate these agreements

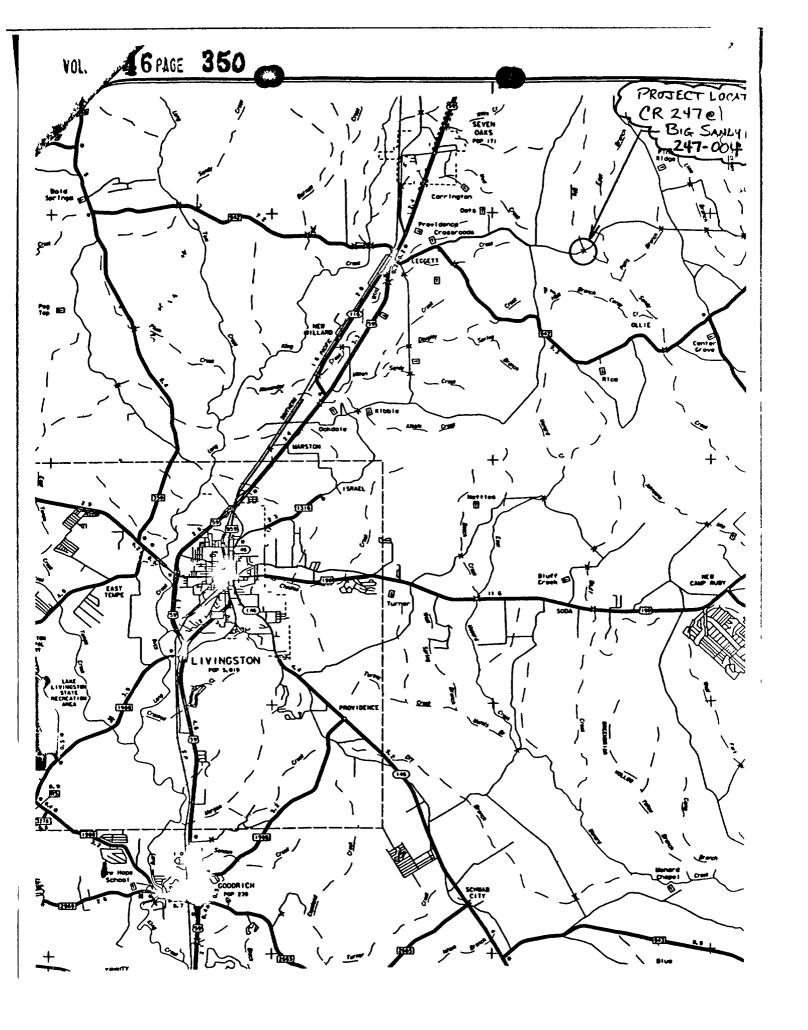
THE LOCAL GOVERNMENT _	Polk County
$\Omega / \Omega /$	(Name)
BY John T. The	MATE 3/14/00
(Signature)	UNIE OFFICE
(orginature)	
John Thompson, County Judge	
Typed Name and Title of Signatory	,
Under authority of Resolution/Ordi	nance Number CC minutes Dated 3/14/00
	•
THE STATE OF TEXAS	
Executed for the Executive Director	r and approved for the Texas Transportation Commission
under authority of Minute Order 10	0002 for the purpose and effect of activating and/or carrying
	or work programs heretofore approved by the Texas
Transportation Commission	
Ву	DATE
By Mary Lou Ralls, P E, Director,	Bridge Division
	was about he deemed delivered when addressed and
mailed to the following	notices shall be deemed delivered when addressed and
maned to the following	
The Local Government	Texas Department of Transportation District Office
Honorable John Thompson	Lufkın Dıstrıct
Polk County Judge	1805 N Timberland Drive
Polk County Courthouse	Lufkin, TX 75901
Livingston, Texas 77351	

	YOL	46 page	349
County -	Polk County		
	0911 04-915		
Project .	AA0247-004		
Road/Stre	eet CR 247		
NBI Stru	cture No 11187	0AA0247004	
Local De	signation No 🔔		
Date of A	greement Execu	tion by Local	

EXHIBIT A TO CONSTRUCTION AND MAINTENANCE AGREEMENT FOR BRIDGE REPLACEMENT OR REHABILITATION OFF THE STATE SYSTEM - TENTATIVE ESTIMATE OF DIRECT COSTS

Government ___

		Estimated Cost	Local Government Participation
Preliminary Engineering (PE)	•	\$58,565 00	
4 9% Percent Local Government Participation in PE (1st payment)			\$2,870 00
Construction		\$195,215 00	
Engineering and Contingency (E&C) The Sum of Construction and E&C	•	\$29 282 00 \$224,497 00	
4.9% Percent Local Government Participation in the Sum of Construction and E&C (2nd payment)			\$11,001 00
Total Local Government Participation			\$13,871 00
Total Project Direct Cost	**	\$283,062 00	







GEORGE W BUSH GOVERNOR

JOHN L NAU III CHAIRMAN

VOL

F LAWERENCE OAKS EXECUTIVE DIRECTOR

COUNTY HISTORICAL COMMISSION End of Year Report 1999

This form will assist you in reporting your county historical commission activities to the county commissioners court and will be utilized in preparing our reports to the state historical commission and the state legislature. If you have not already submitted a report to our office please complete this form and return by February 29 2000. Thank you

Harlone D. Clanon Pollo me of CVC Chair County
How many members currently serve on the Commission?
How many meetings did the Commission hold this year?
In which communities were the meetings held? Luingston
How many volunteer hours did the Commission members work this year? [Please give your best estimate as we use this figure in our reports to the legislature and cannot include you in the report if you simply write, 'many hours')
Does the Commission sponsor or work with young people in the county? They the newscame If yes, please describe or list such activities was as funcy place. The newscame of the newscame and speaks at school charles and functions. Each year at the time the county festival to the held several speaks at the county festival
Does the chair or a designated representative serve on the Tourism Committee of the local Chamber(s) Commerce?
What if any steps has the Commission taken toward computerization? (e.g., do you have a computer, access to the Internet, a home page, e-mail? Have you computerized the list of historic resources in your county? etc.) Please provide details (along with your e-mail and home page addresses if applicable) Automorphic Aut

Does the county provide office space for your Commission If the county provides other operating help, please list	☐ Yes ₽No
8 Does the Commission have other sources of funding?	₽ Yes □ No
If yes, please briefly describe sources and amounts of such income	he Murch ys
and the relater Such and donat	
Restary hooks and we have a museum	
9 Please check all that apply to your commission	
□participated in Distinguished Service Award activities in 1999	
one or more members attended the annual historic preservation conf	ference in Austin
Medallion group subscriber	
member Preservation Texas	
©member Texas Historical Foundation	
member, Texas Oral History Association	
☐member, National Trust for Historic Preservation ☐member, American Association for State and Local History	
□ Certified Local Government	
10 Please check all areas of work in which your commission worked a preservation in the county	ictively to promote historic
DHnstorical marker(s)	
DHistoric cemeteries	
History museum(s)	
□National Register designation	
□Oral history	
Archives	n, and preservation
Served as advisor to commissioners court on matters related to histor	y and preservation
DSurvey of architectural resources DProtection of archeological resources	
☐Texas Archeological Stewardship Network	
□ Newsletter production	
□Local newspaper column	
□Local history publication	
□Main Street Program	
DHeritage tourism	
Defision building rehabilitation	
Historical observances (check all that apply)	
DCounty/City Birthdays	
□National Preservation Week	
Prevas Archeological Awareness Month	
□ Women's History Month	
Black History Month	
Other	

Please provide a brief narrative description of the county historical commission's successes over the past year as well as its not-so-successful activities (i.e., which of your goals for the year were met, and which were not met?) This year they suoth at the museum. We hoped to have many mustars to our museum hoth by local setupena and out of towners. This has here successful the stell would like to how more mustars that was successful the had hoped for more marker applications. This was successful we had several applications beginsted mostly for lemetering wall. A house marker applications was defined by state affined. Thusann curator wands Bolingur had many intensting and historical desplays in the relating room. Especially highested was black. How can the Texas Historical Commission be of greater assistance to you in carrying out your local museum preservation activities?

A mash from a representative would, always, he welcome to been us enformed on state.

office matters

Address 616 W Calham - Luingston, Laxon 77351	
Address	
Daytime Phone 936-327-302	

If the Texas Historical Commission staff can provide you with any additional information or assistance, please let us know (telephone 512/463-5853, e-mail history@thc state tx us) Thank you

Please return by February 29 2000, to

History Programs Division
Texas Historical Commission
P O Box 12276
Austin, Texas 78711
OR
FAX 512/475-3122

• OFFICERS

Chair Ruth Peebles Rt. 9, Box 79A Livingston, Texas 77351 Phone 936/327-5531

Vice-Chairman.
R. D. Hendrix
Rt. 3. Box 1225
Livingston, Texas77351
Phone 936/563-4202

Corresponding Secretary
Wanda Bobinger
213 W. Abbey
Livingston, texas 77351
Phone 936/327-3376

Recording Secretary
Dolores "Dee" Quinn
Rt. 8, Box 620
Livingston, Texass 77351
Phone 936/967-8860

Marker Chairman
Harleyne Clamon
616 W. Calhoun
Livingston, Texas 77351
Phone 936/327-3026

Publicity Chairman
Emily Banks
P. O. Box1932
Livingston, Texas 77351
Phone 936/327-3232

(OVER)

VOL

Harold Barfield

Ray Clamon

Carolyn Nixon

Cannon Pritchard

Ruth Ann Winters

County Judge, Presiding Officer

Commissioners' Court

March 14, 2000

Date

Please return to.

History Programs Division Texas Historical Commission P O Box 12276 Austin, Texas 78711-2276 512/463-5853 egina.reyes@thc.state.tx.us

or FAX: 512/475-4872

OLK COUNTY r Bill Law County Auditor	dtor		Budge #20	Budget Revision #2000-11			March 14 2000
Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget	Net Change
010-271-000 010-695-108 010-695-201 010-695-573	General Fund Balance Part Time Salaries Social Security Capital Outlay	4 617 50 382 50 13 150 00	29 789 00	Per Judge John Thompson Per Judge John Thompson Per Judge John Thompson Per Judge John Thompson	275 00 6 544 95	4 892 50 6 927 45	4 617 50 382 50
010-342-512	Reimburse Housing Inmates	11 650 00		Per Bill Law	1 000 00	15 650 00	-11 650 00
010-511-330 010-511-452	Furnished Transportation Equipment	1 000 00	1 000 00	Per Don Maxweil Per Don Maxweil	3 000 00	4 000 00 10,298 00	1 000 00
010-512-105 010-512-201	Salaries Social Security	9,200 00		Per Judge John Thompson Per Judge John Thompson	479 754 88 38 615 93	488 954 88 39 315 93	9,200 00
010-512 202 010-512 203 010-512 204 010-512 206	Group Insurance Retirement Workers Compensation Unemployment	921 00 580 00 228 00 10 00		Per Judge John Thompson Per Judge John Thompson Per Judge John Thompson Per Judge John Thompson	88,375 68 29 662.22 8 121 76 2 637 49	89,296 68 30 242,22 8 349 76 2 647 49	921 00 580 00 228 00 10 00
010-560-573 010-390-561	Capital Outlay Time Warrant Proceeds S/O	126 100 70 126 100 70		Purchase of 7 new patrol cars Purchase of 7 new patrol cars	88	128 100 70 128 100 70	126 100 70 126 100 70
010-691-467	Caital Credit Expenditures	2 860 00		Per Judge John Thompson	7 524 00	10 384 00	2,860 00
015-271-000	R & B Fund Balance Road Materials	12 576 78	74 543.51	Per Commissioner's Court Per CC & Commissioner Slim Speights	118 310 69	130 887.47	12 576 78
015-622-339 015-369-200 015-370-255 015-622-461	Road Materials Reimburse Road Materials Insurance Proceeds Equipment Rental	57 874 33 1 479 60 2 500 00 2 500 00		Per CC & Commissioner Bobby Smuth Per Commissioner Bobby Smith Per Commissioner Bobby Smith Per Commissioner Bobby Smith	68 662.20 -5 753 87 -1 610 00 0 00	126 536 53 7 233 47 4 110 00 2 500 00	57 874 33 1 479 60 2 500 00 2,500 00
015-623-456 015-623-337 015-623-420 015-623-339	Parts & Repairs Materials/Supplies Phone Roed Materials	2 530 67 589.25 133.24	3,253 16	Per Commissioner Buddy Purvis Per Commissioner Buddy Purvis Per Commissioner Buddy Purvis Per Commissioner Buddy Purvis	55 305.25 8 583 08 837 00 40 760.29	57 835 92 9 172 33 970.24 37 507 13	2 530 67 589.25 133.24 -3,253 16

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Approved By

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PCLK COUNTY By BIII Law County Auditor	dikor		Budget #20	Budget Revision #2000-11			March 14 2000
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015-624-573	Capital Outlay	113 000 00		Purchase of Maintainer	186 356 14	186 356 14 299 356 14	113,000 00
032-595-571 032-595-573	Equipment Capital Outlay	650 00	650 00	Per James Richardson Per James Richardson	3 965 00 188 343.86	3,315 00 188 993.86	-650.00 650 00
047-330-575 047-475-427	State Revenues Investigator Training	768 07 768 07		Per John Holleman Per John Holleman	88	-768 07 768 07	768.07 768.07
070-995-400	Legal & Professional Fees	3 410 00		Per Judge John Thompson	000	3,410 00	3,410.00

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Addendum Schedule of Bills for Court Dated 3/14/2000

FY 2000

Brooks Coronado Associates	\$8,179	61	Commissioner's Court
The Interstate 69 Initiative	\$2,860	00	Commissioner's Court
Hydrex Environmental	\$3,410	00	CO Issue
Pinto Construction	\$41,450	88	R & B 3
Bulldog Truck & Equipment	\$2,044	58	R & B 3
Piney Woods Tractor	\$48	61	R & B 3
Agri Supercenter	\$27	79	R & B 3
Oil City Tractors, Inc	\$155	40	R & B 3
Durham Outdoor Equipment	\$211		R & B 3
Mustang Tractor & Equipment	\$43		R & B 3
H & W Petroleum	\$12		R & B 3
Etox	\$460		R & B 3
Accelerated Learning Center	\$64		R & B 3
RUS of Conroe	\$208		R & B 3
	\$250		R & B 3
Anglin Tire Service	\$992		R & B 3
Gray's Wholesale Tires	•		Maint/Waste Mgmt
Floor Care & Interior	\$2,399		Judicial
Laura Bates	\$45		
Powerware	\$1,948		Data Processing
Lake Sheet Metal	\$1,422	50	Maintenance
Darrell Longino	\$254	93	JP 1
Shirleen Cowen	\$78	12	Auditor
Red Barn Builders	\$7,576	85	R & B 2 (fund balance)
CDI Services, Inc	\$3,675	00	R & B 2
Mike Nettles	\$100	00	Sheriff Department

TOTAL

\$77,918 97

John &. Thompson

MSAG ADDITIONS 3/10/00 YOL. $46\,$ PAGE $377\,$

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REF	PRE STREET	SUFFIX	PD	PCT	HIGH	LOW	TEL_EXCH	ESN	ZIP
KEP	PRE SINCE!					· · ·			
0000	TIKI	TRL		2	3646	4125	967	357	77351
2003		· · ·		2	10774	10861	967	357	77351
2007	OAK PINE	DR		_	****		967	357	77351
3179	JOANNA HILL	DR		2	11002	11141			
2553	ROB	RD		2	10862	11173	967	357	77351
		LOOP		2	4084	4405	967	357	77351
2554	GRANO PINE			-		40000	967	357	77351
2556	GRAND PINE	CIR		2	10868	10909			
	LINDA	LN		2	3646	4126	967	357	77351
2557	SODWARD	LN		4	2230	2311	327 328	361	77351