



POLK COUNTY COMMISSIONERS COURT

March 09, 2001

Polk County Courthouse, 3rd floor

9:00 a.m.

2001-023

Livingston, Texas

YOL 47 PAGE 325

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.
4. APPROVAL OF MINUTES of the Meeting of June 13, 2000 (Regular) & February 27, 2001 (Special).
- OLD BUSINESS
5. CONSIDER INTERLOCAL AGREEMENT BETWEEN DETCOG AND POLK COUNTY REGARDING THE TRANSFER OF OWNERSHIP OF ADDRESSING MAINTENANCE EQUIPMENT.
- NEW BUSINESS
6. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO INITIATING PROCESS FOR CREDIT CARD PAYMENT OF COUNTY FEES, FINES AND TAXES.
7. CONSIDER INTERLOCAL AGREEMENT WITH CITY OF CORRIGAN FOR FIREFIGHTING SERVICES.
8. CONSIDER APPROVAL OF EARLY VOTING SCHEDULE FOR MAY 5, 2001 SPECIAL ELECTION.
9. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (Pct. 1) Lot 521, Foresters Retreat #3; Lot 644, Foresters Retreat #3; (Pct. 2) approximately, 1.50 acres, J.S. Garner Survey, A-33, Lot 1, Block 15, Impala Woods #1, (Pct. 4) Lot 53, Holly Hills #7; Lots 195 & 196, Indian Springs Lake Estates #17.
10. CONSIDER BANNER OIL, LTD. REQUEST FOR DRILLING COMMENCEMENT VARIANCE UNDER OIL GAS LEASE OF POLK COUNTY SCHOOL LAND.
11. CONSIDER PROPOSAL FOR CONSULTING SERVICES FOR LANDFILL EXPANSION.
12. CONSIDER APPROVAL OF CERTAIN ACTIONS REQUESTED BY WASTE MANAGEMENT ADMINISTRATOR
 - A) CONSIDER ADOPTION OF A NEW LANDFILL SCHEDULE OF RATES
 - B) CONSIDER ADOPTION OF A NEW CONTRACT CONTAINER SCHEDULE OF RATES
 - C) CONSIDER AUTHORIZATION OF MUNICIPAL SOLID WASTE PERMIT #1384A PERMITTING SCHEDULE AND RELATED ITEMS
 - D) CONSIDER APPROVAL OF MUNICIPAL SOLID WASTE PERMIT #1384A CONCEPTUAL LANDFILL DESIGN AND RELATED ITEMS
 - E) APPROVE MUNICIPAL SOLID WASTE FACILITY #1384 LANDFILL GAS REMEDIATION PLAN AND RELATED ITEMS
 - F) CONSIDER SOLID WASTE REQUEST TO EXECUTE WASTE SCREENING TRAINING AGREEMENT WITH THE INSTITUTE FOR INFRASTRUCTURE AND ENVIRONMENTAL DEVELOPMENT AND RELATED ITEMS.
 - G) CONSIDER AUTHORIZATION TO PROCEED WITH MSW PERMIT #1384 ADMINISTRATIVE PERMIT MODIFICATION AND RELATED ITEMS.
13. CONSIDER APPROVAL TO ADVERTISE FOR BIDS REGARDING THE PURCHASE OF A NEW MOTORGRADER FOR Pct. 1, WITH THE SALE/TRADE IN OF USED MOTORGRADER.
14. CONSIDER APPROVAL OF BUDGET AMENDMENTS # 2001-11 & 2000-33
15. CONSIDER APPROVAL OF SCHEDULES OF BILLS.
16. APPROVE PERSONNEL ACTION FORMS.

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 POLK COUNTY, TEXAS
 2001 MAR - 6 AM 9:22
Barbara Middleton
 BARBARA MIDDLETON
 COUNTY CLERK, POLK CO

← See AGENDA
 3/27/2001

ADJOURN

Commissioners Court of Polk County, Texas
By: John P. Thompson, County Judge

Posted: March 6, 2001

I, 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 Courthouse at a place readily accessible to the general public at all times on Tuesday, March 6, 2001 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY Schelana Walker, Deputy

STATE OF TEXAS)

DATE: MARCH 9, 2001

COUNTY OF POLK)

REGULAR MEETING - CALLED
All members present**"COMMISSIONERS COURT"**
AGENDA #2001-023

BE IT REMEMBERED ON THIS THE 9th DAY OF MARCH, 2001
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS
PRESENT, TO WIT:

JUDGE JOHN P. THOMPSON, PRESIDING.

BOB WILLIS - 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
MADE, CONSIDERED & PASSED.

1. MEETING WAS CALLED TO ORDER & WELCOME TO GUESTS BY JUDGE JOHN THOMPSON AT 9:00 A.M.

OPENING PRAYER WAS DELIVERED BY REV. BILL HOWARD OF THE REORGANIZED
CHURCH OF LATTER DAY SAINTS.

2. PUBLIC COMMENTS: NONE

3. INFORMATIONAL REPORTS:

- A. JUDGE THOMPSON ANNOUNCED THE 10th ANNUAL RED CROSS CHILI SUPPER ON MARCH 19, 2001 AT THE AMERICAN LEGION HALL, TIME 6:00 - 8:00 P.M.

- B. JUDGE THOMPSON REPORTED THAT HE HAD NOTIFIED WALTER KNEBEL OF TEMPE WATER SYSTEM THEY HAD RECEIVED A \$250,000.00 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TO IMPROVE THEIR WATER COMPANY OPERATIONS.

- C. COMMISSIONER SMITH INFORMED THE COURT ABOUT INTERVIEWS TO HIRE ANOTHER COUNTY EXTENSION AGENT AS (4H) LEADER. THE LOCAL PARTICIPANTS OF THE HOUSTON LIVESTOCK SHOW & RODEO PLACED VERY WELL. TRINITY NECHES LIVESTOCK SHOW & RODEO WILL BE HELD TUESDAY - FRIDAY, MARCH 13th THRU 16th, AT THE LIVINGSTON ARENA. SALE OF ANIMALS WILL BE FRIDAY NIGHT AT AUCTION BARN.

4. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE MINUTES OF JUNE 13, 2000 (WORKSHOP) & REGULAR MEETING OF FEBRUARY 27, 2000 (WITH NOTED CORRECTION). ALL VOTING YES.

ITEM #5 (WAS OVERLOOKED ON TODAY'S AGENDA) IT WILL BE PLACED ON NEXT REGULAR MEETING AGENDA ON MARCH 27, 2001.

**6. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO DELETE ITEM #6 "CONSIDER ANY/ALL NECESSARY ACTION RELATING TO INITIATING PROCESS FOR CREDIT CARD PAYMENT OF COUNTY FEES, FINES, & TAXES."
ALL VOTING YES.**

**7. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE INTERLOCAL AGREEMENT WITH CITY OF CORRIGAN FOR FIREFIGHTING SERVICES.
ALL VOTING YES. (SEE ATTACHED)**

**8. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE EARLY VOTING SCHEDULE FOR MAY 5, 2001 "SPECIAL" BOND ELECTION, APPROVING EARLY VOTING DISTANCE MARKERS TO BE PLACED AT 30 FT. OF THE ENTRANCE.
ALL VOTING YES. (SEE ATTACHED)**

**9. (A) PRECINCT #1: TAX FORECLOSURE PROPERTIES:
MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO TABLE ITEM ON FORESTERS RETREAT #3, LOT 521 & FORESTERS RETREAT #3, LOT 644.
ALL VOTING YES.**

**(B) PRECINCT #2:
MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY; LOT 1, BLOCK 15, IN IMPALA WOODS SEC#1.
ALL VOTING YES.**

**(C) PRECINCT #2:
MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO REJECT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY; APPROXIMATELY, 1.50 ACRES IN THE J. S. GARNER SURVEY, A-33.
ALL VOTING YES.**

**(D) PRECINCT #4:
MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOB WILLIS, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES; LOT 55 IN HOLLY HILLS SEC#7, AND LOTS 195 & 196 IN INDIAN SPRINGS LAKE ESTATES SEC#17.
ALL VOTING YES.**

**10. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVE BANNER OIL LTD. REQUEST FOR VARIANCE, UNDER OIL GAS LEASE OF POLK COUNTY SCHOOL LAND IN THROCKMORTON COUNTY, TO EXTEND REQUIREMENT FOR DRILLING COMMENCEMENT FROM 90 DAYS TO 200 DAYS.
ALL VOTING YES.**

ITEM #11 & #12 - END OF TODAY'S AGENDA.

13. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL TO ADVERTISE FOR BIDS REGARDING THE PURCHASE OF A NEW MOTOR GRADER FOR PRECINCT #1.
ALL VOTING YES.

14. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF BUDGET AMENDMENTS #2000-33 & 2001-11.
ALL VOTING YES. (SEE ATTACHED)

15. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVAL & PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUMS.
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
February 8, 2001	(\$251.45)	Void Check#157293
February 15, 2001	(\$6.00)	Void Check#157546
February 26, 2001	\$3,201.56	#611 - 615, #285- 289, 442-443
February 26, 2001	\$4,000.50	325
February 27, 2001	\$13,755.25	323 - 324, 326
February 27, 2001	\$187,575.00	Electronic Transfer-Texpool
February 28, 2001	\$173,786.55	157819 - 157826
February 28, 2001	\$66,907.72	157827 - 157885
February 28, 2001	\$1,117.40	444 - 445, & 290
March 1, 2001	\$28,626.08	157886 - 157907
March 1, 2001	\$1,526.50	157908 - 157909
March 1, 2001	\$23,922.02	157910 - 157923
March 1, 2001	\$250,807.25	Electronic Transfer - Emp.Payroll
March 5, 2001	\$27,161.03	157931 - 157951
March 6, 2001	\$131,540.62	157952 - 158080
March 7, 2001	\$6,530.00	158081
March 7, 2001	\$8,171.98	(FY2000) 158082 & 158083
March 7, 2001	\$7,709.45	158084 - 158106
March 7, 2001	(\$6,530.00)	Void Check #158081
March 8, 2001	\$65,000.00	Electronic Transfer-Texpool
March 8, 2001	\$75,405.16	Addendum (FY 2001)

DATE	AMOUNT	CHECK NUMBERS
March 9, 2001	\$1,641.98	Addendum (FY 2000)

16. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL OF PERSONNEL ACTION FORMS (REVISED LIST).
ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE PROPOSAL FOR CONSULTING SERVICES FOR LAND FILL EXPANSION BY GOLDER ASSOCIATES & NAISMITH ENGINEERING FOR (AN ESTIMATED INITIAL AMOUNT OF \$35,000.00).
ALL VOTING YES. (SEE ATTACHED)
12. ACTIONS REQUESTED BY WASTE MANAGEMENT ADMINISTRATOR:
- A) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE ADOPTION OF A NEW LANDFILL SCHEDULE OF RATES.
ALL VOTING YES. (SEE ATTACHED)
 - B) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE ADOPTION OF A NEW CONTRACT CONTAINER SCHEDULE OF RATES.
VOTES RECORDED AS FOLLOWS:
 JUDGE THOMPSONYES
 COMM. WILLIS.....YES
 COMM. SMITH.....YES
 COMM. PURVIS.....YES
 COMM. HUBERT.....NO (SEE ATTACHED)
 - C) MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVE AUTHORIZATION OF MUNICIPAL SOLID WASTE PERMIT #1384(A) PERMITTING SCHEDULE AND RELATED ITEMS.
ALL VOTING YES.
 - D) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL OF MUNICIPAL SOLID WASTER PERMIT 1384(A) CONCEPTUAL LANDFILL DESIGN AND RELATED ITEMS.
ALL VOTING YES.
 - E) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVE MUNICIPAL SOLID WASTE FACILITY #1384 LANDFILL GAS REMEDIATION PERMIT MODIFICATION AND RELATED ITEMS.
ALL VOTING YES.
 - F) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVE WASTE MANAGEMENT REQUEST TO EXECUTE WASTE SCREENING TRAINING AGREEMENT WITH THE INSTITUTE FOR INFRASTRUCTURE AND ENVIRONMENTAL DEVELOPMENT AND RELATED ITEMS.
ALL VOTING YES. (SEE ATTACHED)

G) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS,
APPROVE AUTHORIZATION TO PROCEED WITH MSW PERMIT #1384
ADMINISTRATIVE PERMIT MODIFICATION AND RELATED ITEMS.
ALL VOTING YES.

17. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOB WILLIS,
TO ADJOURN COURT THIS 9th DAY OF MARCH 2001 AT 10:35 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

C:\WP51\COMMCRT.2001\MAR09.WPD

#7



INTERGOVERNMENTAL CONTRACT

**By and Between
POLK COUNTY, TEXAS
and
THE CITY OF CORRIGAN , TEXAS**

STATE OF TEXAS §

COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT is executed this 20th day of FEBRUARY, ²⁰⁰¹~~2000~~, by and between the COUNTY OF POLK, STATE OF TEXAS, called "COUNTY", acting by and through its duly elected and qualified County Judge, and the CITY OF CORRIGAN, a General Law City of Polk County, Texas, hereinafter called "CITY", under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Corrigan, Texas, that it is advantageous to each named governmental entity that services be exchanged between the COUNTY and CITY with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions: and

WHEREAS, it is agreed by the governing bodies of the COUNTY and the CITY that the

consideration moving between the parties in support of this agreement is the exchange of services as herein contemplated:

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed:

1. The contractual relationship created in this agreement shall begin on the date of execution as reflected above and shall continue until and through FEBRUARY 20, 2004.

Thereafter, the contract shall be renewable for periods of one (1) year, but unless the governing body of either contracting entity elects to withdraw from the contractual relationship, this contract shall continue from year to year thereafter until canceled by a contracting party.

2. The COUNTY and the CITY paying for the performance of governmental functions and services described in this contract shall make payment therefore from current revenues available to the paying party.

3. The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

FIRE PROTECTION

**Within
POLK COUNTY, TEXAS**

4. During the existence of this contractual relationship, CITY shall maintain a fire department and all property real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by CITY and at the expense of CITY. CITY will provide fire fighting services within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

5. The equipment and personnel utilized by CITY in performing the fire fighting obligations set out herein shall be stationed and maintained within the Corporate Limits of the CITY and at such places as may be designated by CITY. CITY is not obligated to maintain and standby fire protection at places within Polk County other than is specified herein.

6. It is specifically agreed that the fire fighting equipment and personnel of CITY shall give priority to calls within the City of Corrigan: if at any time it is determined by the department head, or acting department head of the fire department of CITY, that an emergency condition exists within the corporate limits of CITY, then any call or calls originating outside the corporate limits may be deferred or refused during the pendency of such emergency. Provided, however, that CITY is obligated to exercise the utmost good faith in providing fire protection outside the City Limits but within the COUNTY at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the City Fire Department shall be final and shall not be subject to review by the governmental bodies of CITY of COUNTY.

7. In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the governmental unit which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that CITY, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

8. In consideration for fire protection provided, COUNTY agrees to pay CITY the sum of \$ 14,515.02 per year for calls outside the City of Corrigan. CITY will submit a Financial and

Fire Response Report to the County Auditor every quarter, and payment shall be made quarterly to CITY.

All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by CITY and all supervisory responsibility and administrative control over the City Fire Department shall remain with CITY.

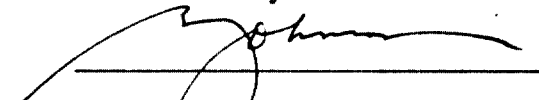
GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the CITY waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as CITY is concerned, the Charter of the City of Corrigan, Texas.

In connection with the subject matter of this contract, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, The COUNTY shall have no control over the equipping or housing of the Fire Department and shall have no control over the hiring, discharge, or utilization of Fire Department personnel.


Executed this 20th day of FEBRUARY, 2001 ~~2000~~ 7

By CITY:



 City of Corrigan
 Signature of City Manager
 B. K. Johnson
 City Manager

By COUNTY:



 Polk County, Texas
 Signature of Chief Elected Official
 John P. Thompson
 County Judge

7

#8

BARBARA MIDDLETON - POLK COUNTY CLERK
• P. O. DRAWER 2119 • LIVINGSTON, TEXAS 77351 •
Telephone (936) 327-6804 • Fax: (936) 327-6874

To: HONORABLE COUNTY JUDGE
JOHN P. THOMPSON
&
COMMISSIONERS COURT

Date: MARCH 9, 2001

EARLY VOTING SCHEDULE
for
"SPECIAL" BOND ELECTION
MAY 5, 2001

**EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED
BEGINNING APRIL 18, 2001 THROUGH MAY 1, 2001.**

LOCATION: LIVINGSTON - MAIN COURTHOUSE LOBBY
WEDNESDAY - APRIL 18, 2001 TO TUESDAY - MAY 1, 2001
HOURS: 8:00 AM - 5:00 PM (OPEN DURING LUNCH)

LOCATION: ONALASKA SUB-COURTHOUSE
&
CORRIGAN SUB-COURTHOUSE
WEDNESDAY - APRIL 18, 2001 TO TUESDAY - MAY 1, 2001
HOURS: 8:00 AM - 5:00 PM (CLOSED ONE HOUR FOR LUNCH)

APPROVAL OF DISTANCE MARKERS:
"ORDER"

**County Clerk is requesting that Outside Distance Markers
be approved at 30 ft. for all Early Voting locations.**

“SPECIAL” BOND ELECTION MAY 5, 2001

Voting Precinct - Locations

****VOTING PRECINCTS - BOXES**

COMMISSIONER PRECINCT #1

BOX #1	SEGNO FIRE DEPARTMENT	FM 943 - SEGNO
BOX #2	SOUTH POLK CO VOL. FIRE DEPT.	FM 2610 - ACE
BOX #3	GOODRICH SCHOOL	FM 1988 - GOODRICH
BOX #4	TRINITY LUTHERAN CHURCH	Hwy. 59 South-LIVINGSTON
BOX #5	SCENIC LOOP FIRE DEPT.	FM 3277 - SCENIC LOOP
BOX #19	ESCAPEE'S ACTIVITY CENTER	CARE CENTER DR & BLUE JAY
BOX #20	ESCAPEE'S CARE CENTER	HWY 146 SOUTH & CARE CENTER DR

COMMISSIONER PRECINCT #2

BOX #6	ONALASKA SUB-COURTHOUSE	HWY.190 WEST - ONALASKA
BOX #7	CITY HALL - LIVINGSTON	200 W. CHURCH ST- LIVINGSTON
BOX #17	BLANCHARD BAPTIST CHURCH	FM 2457 - BLANCHARD

COMMISSIONER PRECINCT #3

BOX #8	LEGGETT SCHOOL	FM 942 - LEGGETT
BOX #9	MOSCOW BAPTIST CHURCH	OLD HWY.35-MOSCOW
BOX #10	CORRIGAN/CAMDEN HIGH SCHOOL	HWY.59-NORTH - CORRIGAN
BOX #11	BARNUM BAPTIST CHURCH	BARNUM LOOP- BARNUM
BOX #18	DUNBAR COMMUNITY CENTER	MLK DRIVE - LIVINGSTON

COMMISSIONER PRECINCT #4

BOX #12	INDIAN RESERVATION ADMIN. BLDG	HWY 190E -IND.RESERVATION
BOX #13	BIG SANDY I.S.D. ADMINISTRATION BLDG.	FM 1276 - DALLARDSVILLE
BOX #14	INDIAN SPRINGS PROPERTY OWNERS ASSOC.	HWY.190-E INDIAN SPRINGS
BOX #15	SCHWAB CITY BAPTIST CHURCH	HWY.146 South -LIVINGSTON
BOX #16	VFW HALL-LIVINGSTON	HWY.59 North - LIVINGSTON

Item #10

COTTON, BLEDSOE, TIGHE & DAWSON

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

1415 LOUISIANA
SUITE 2100

HOUSTON, TEXAS 77002-7351

TELEPHONE (713) 789-9281
FAX (713) 789-0468
www.cbtd.com

500 W. ILLINOIS
SUITE 300
MIDLAND, TEXAS 79701-4337
P.O. BOX 3776 ZIP 79702-3776
TELEPHONE (816) 684-8782
FAX (816) 682-3672

Email: enorwood@cbtd.com

E. R. Norwood, SHAREHOLDER
BOARD CERTIFIED CIVIL TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

February 15, 2001

Mr. Jim Burgin
Jim Burgin & Associates, Inc.
30302 Second Street
P. O. Box 785
Fulshear, Texas 77441-0785

Re: Polk County School Lands - Baylor and Throckmorton County, Texas

Dear Mr. Burgin:

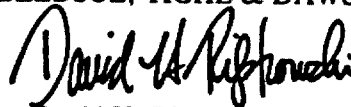
Pursuant to Mr. Norwood's instructions, enclosed please find various documentation concerning Polk County's acreage in Baylor and Throckmorton County, Texas. As you have previously discussed with Mr. Norwood, Polk County would like a landman to research the records as to Polk County's holdings in Baylor and Throckmorton County, Texas, and prepare a detailed report of his findings.

Please send Mr. Norwood an employment engagement letter for this research assignment stating the landman you are sending to Baylor and Throckmorton County, Texas and the landman's rates. Please have a signature line on the bottom of the letter for Judge John P. Thompson's signature. Please send all invoices to Mr. Norwood. Upon approval by Mr. Norwood, the invoice will be forwarded to Polk County for payment.

If you have any questions, please give me a call at 713/759-9281.

Very truly yours,

COTTON, BLEDSOE, TIGHE & DAWSON, P.C.



David H. Ripkowski
Paralegal

DHR/pal
Enclosures

cc: Judge John P. Thompson (w/o enclosures)

RECEIVED

FEB 16 2001

POLK COUNTY JUDGE



TEXAS
HISTORICAL
COMMISSION

The State Agency for Historic Preservation

RICK PERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWRENCE OAKS, EXECUTIVE DIRECTOR

CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

February 26, 2001

The Honorable John P. Thompson
Polk County Judge
Polk County Courthouse, 3rd Floor
101 West Church St.
Livingston, TX 77351

Re: *Designation for State Archeological Landmark Status*
Polk County Courthouse

Dear Judge Thompson:

The Texas Historical Commission (THC) accepted the nomination of the above referenced property(s) for State Archeological Landmark status at its January 12, 2001 meeting. This is formal notification that the property(s) will be considered by the Texas Historical Commission for final designation at its April 19, 2001, Texas Historical Commission Quarterly meeting. This meeting will start at 10 a.m., at the Austin Capitol Marriott Hotel, Capitol E, 701 East 11th Street in Austin, Texas.

All interested parties are invited to attend or send written comments for the Commission's consideration to the attention of Greg Smith. Written notification of Commission action taken in this matter will follow after the meeting.

Thank you for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions, or need further information, please contact Lillie Thompson at 512/463-1858.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Lawrence Oaks", written over a horizontal line.

F. Lawrence Oaks
Executive Director

FLO/ft

cc: Polk County Historical Commission Chairman



**TEXAS
HISTORICAL
COMMISSION**

The State Agency for Historic Preservation

VOL. 47 PAGE 341

RICK PERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWRENCE OAKS, EXECUTIVE DIRECTOR

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

February 26, 2001

The Honorable John P. Thompson
Polk County Judge
Polk County Courthouse, 3rd Floor
101 West Church St.
Livingston, TX 77351

Re: *Designation for State Archeological Landmark Status*
Polk County Annex, Livingston, Polk County, Tx

Dear Judge Thompson:

The Texas Historical Commission (THC) accepted the nomination of the above referenced property(s) for State Archeological Landmark status at its January 12, 2001 meeting. This is formal notification that the property(s) will be considered by the Texas Historical Commission for final designation at its April 19, 2001, Texas Historical Commission Quarterly meeting. This meeting will start at 10 a.m., at the Austin Capitol Marriott Hotel, Capitol E, 701 East 11th Street in Austin, Texas.

All interested parties are invited to attend or send written comments for the Commission's consideration to the attention of Greg Smith. Written notification of Commission action taken in this matter will follow after the meeting.

Thank you for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions, or need further information, please contact Lillie Thompson at 512/463-1858.

Sincerely,

F. Lawrence Oaks
Executive Director

FLO/ft

cc: Polk County Historical Commission Chairman

RECEIVED

MAR 07 2001

POLK COUNTY JUDGE

CC 077106

TEXAS HISTORICAL COMMISSION
Chapter 26
Rules of Practice and Procedure for the Antiquities Code of Texas

TABLE OF CONTENTS

26.1	Object	1
26.2	Scope	1
26.3	Compliance with Rules and Regulations	2
26.4	Amending of Rules	2
26.5	Definitions	2
26.6	Antiquities Advisory Board	13
26.7	Criteria for Evaluating Historic Structures	14
26.8	Criteria for Evaluating Archeological Sites	15
26.9	Criteria for Evaluating Caches and Collections	15
26.10	Criteria for Evaluating Shipwrecks	15
26.11	Location and Discovery of Cultural Resources and Landmarks	16
26.12	Designation Procedure	17
26.13	Designation of Private Property	19
26.15	Memoranda of Understanding and Agreement	19
26.17	Issuance and Restriction of Permits	20
26.18	Permit Monitoring	22
26.20	Archeological Permit Categories	22
26.21	Application for Archeological Permit	25
26.22	Historic Structures Permits	27
26.24	Reports Relating to Archeological Permits	31
26.25	Reports Relating to Historic Structures Permits	32
26.27	Disposition of Archeological Artifacts and Data	36

Shipwrecks as State Archeological Landmarks) shall report such discovery to the state agency or political subdivision owning or controlling the property and to the Texas Historical Commission, P. O. Box 12276, Capitol Station, Austin, Texas 78711-2776. Upon notification, the committee staff may initiate designation proceedings if it determines the site to be a significant cultural or historical property or the committee staff may issue a permit for mitigative archeological investigations or any other investigations. The cost of a proper investigation, excavation, or preservation of such a landmark or potential landmark will be borne by the owner or developer of the property rather than by the committee.

26.12 Designation Procedure.

(a) *Nomination.* Any group or individual, public or private, and public agencies may submit a property in public ownership to the committee for official designation. The nomination must be submitted to the committee on an approved form, available from the Texas Historical Commission, P. O. Box 12276, Capitol Station, Austin, Texas 78711-2276, at least thirty (30) days in advance of the scheduled committee meeting date.

(1) Any third-party private individual or a private group that desires to nominate a building or site owned by a political subdivision as a State Archeological Landmark must complete and return to the committee an Application for Nomination Form, and must give notice of the nomination at the individual's or group's own expense, in a newspaper of general circulation published in the city, town, or county in which the building or site is located. If no newspaper of general circulation is published in the city, town, or county, the notice must be published in a newspaper of general circulation in an adjoining or neighboring county that is circulated in the county of the applicant's residence. The notice must:

(A) be printed in 12-point boldface type;

(B) include the exact location of the building or site; and

(C) include the name of the group or individual nominating the building or site.

(D) An original copy of the notice and an affidavit of publication signed by the newspaper's publisher must be submitted to the committee with a Application for Nomination Form. The committee will not consider a site owned by a political subdivision for designation as a State Archeological Landmark unless the notice and affidavit required by this section are attached to an Application for Nomination Form. This notification must be received by both the committee and the public agency a minimum of thirty (30) day prior to a regularly scheduled public meeting of the committee at which the nomination is scheduled to be presented.

(2) If the committee's staff wishes to nominate a historic building, or site for State Archeological Landmark designation, they must give the public agency that owns the property a written notification that a nomination will be presented

to the committee. This notification must be received by the public agency a minimum of fifteen (15) day prior to the regularly scheduled public meeting of the committee at which the nomination is scheduled to be presented. The committee's staff must also send the public agency complete site information on the proposed nomination.

(b) *Evaluation.* The Committee's staff will review the property and determine if it is eligible according to the criteria for evaluation specified in sections 26.7 - 26.10 of this title (relating to Specific Criteria for Evaluating Historic Structures; Specific Criteria for Evaluating Archeological Sites; Specific Criteria for Evaluating Caches and Collections; and Specific Criteria for Evaluating Shipwrecks as State Archeological Landmarks).

(c) *Presentation.* Following staff evaluation and recommendation, the nomination will be presented to the Antiquities Advisory Board at its next available meeting. Written notice of the presentation will be sent to the owner. The Antiquities Advisory Board will review each nomination, the staff recommendations related to each nomination, and any testimony given by the owner of the property, and the public at large. The Antiquities Advisory Board will then pass on their recommendations regarding each nomination to the full board of the committee. The committee's staff and the Chair of the Antiquities Advisory Board will present the nomination and recommendations to the committee at its meeting.

(d) *Comment Period.* No vote or final designation may be taken by the committee for a minimum period of 30 days, during which time all concerned parties may present evidence in support of or against designation of the property. Comments should address the property's merits in light of the criteria specified in Sections 26.7 - 26.10 of this title (relating to Specific Criteria for Evaluating Historic Structures; Specific Criteria for Evaluating Archeological Sites; Guidelines for Recognizing Archeological Sites; Specific Criteria for Evaluating Caches and Collections; and Specific Criteria for Evaluating Shipwrecks as State Archeological Landmarks).

(e) *Designation.* After the minimum comment period of 30 days has elapsed, the committee may consider the property for designation at its next available meeting. Concerned parties will be informed of the agenda by written notice at least 15 calendar days in advance of the meeting date. Anyone may present evidence or testify at the meeting when the final decision is to be made. The committee may vote to designate, to deny designation, to request further information, or to make any other appropriate decision. Prior to a hearing on the proposed designation by the committee, the Antiquities Advisory Board will hear and review the proposed designation, staff recommendations, and any testimony by the owner of the property and the public at large related to each proposed designation. The Antiquities Advisory Board will then pass on their recommendations regarding each proposed designation to the full board of the committee. The committee's staff and the Chair of the Antiquities Advisory Board will present the proposed designation and recommendations to the committee at its meeting. The committee may then vote to designate, to deny designation, to request further information, or to make any other appropriate decision.

(f) *Additional evidence.* If designation of a property is denied, interested parties may present additional evidence at any time for the committee's reconsideration. The evidence will be considered by the committee at its next available meeting date.

(g) *Additional hearings.* Any owner of a property designated as a State Archeological Landmark who is aggrieved by the designation procedure as applied to his or her property will receive a full evidentiary hearing upon request, or the formal designation can be removed by action of the committee.

(h) *Notification of designation.* Written notification of the committee's decision on designation of a property as a State Archeological Landmark will be forwarded to the owner.

(i) *Listing of State Archeological Landmarks.* If a property is officially designated as a State Archeological Landmark, the property will be listed in the committee's inventory and may be marked with the standard State Archeological Landmark marker, if deemed advisable.

(j) *Privileged information.* The location of State Archeological Landmarks, both designated and non-designated, is not public information. However, inquiries as to the status of specific sites may be disclosed to qualified professionals.

26.13 Designation of Private Property. Cultural resources of national, state, or local significance in private ownership may be nominated by individuals or institutions holding title to the property on which the resources are located. Nominations must be made on a committee approved form. By submitting an approved form, the owner agrees that if the property in question is designated as a State Archeological Landmark, he or she will file a notice of the designation with the deeds clerk of the county where the property is located, and pay any filing fees required. After filing of the designation form, the committee may provide the owner of the landmark with one cast aluminum marker. The owner will be responsible for prompt and permanent placement of the marker or markers on the site in such a way as not to damage the resource. A site or structure on privately owned property which is designated as a State Archeological Landmark is afforded the same protection under the Code as resources on public property. The nomination and designation hearing process for the designation of privately owned sites or buildings will follow procedures set forth in Section 26.12 of this chapter (relating to Designation Procedure).

26.15 Memoranda of Understanding and Agreement.

(a) *Introduction.* It is the public policy and in the interest of the State of Texas to locate, protect, and preserve archeological sites and historic properties situated on public lands. Furthermore, it is in the public interest to enter into agreements to provide for timely and efficient construction of transportation facilities, reservoirs, public buildings, parks, and infrastructure. Memoranda of Understanding (MOU) and Memoranda of Agreement (MOA) are formal agreements which provide for the preservation of environment and cultural resources; wise, productive use of the cultural and natural resources; good stewardship of publicly owned landmarks; and protection of public and private investment in historic preservation. The terms MOU and MOA may be used interchangeably in this section.

(b) *Primary Considerations and Stipulations.* All agreements are subject to §§26.17, 26.20, and 26.21 of this title (relating to Issuance of Permits, Archeological Permit Categories, and Application for Archeological Permit). Primary considerations in the development of permit specific memoranda shall include: the significance of the cultural resource(s);

#11

Golder Associates Inc.

15603 W. Hardy Drive, Suite 345
Houston, TX USA 77060
Telephone (281) 931-8674
Fax (281) 931-3246



February 22, 2001

Our Reference: PR3-4523

Honorable John Thompson
County Judge – Polk County
Polk County Courthouse
Livingston, Texas 77351

**RE: PROPOSAL FOR CONSULTING SERVICES
POLK COUNTY LANDFILL, MSW PERMIT NO.: 1384**

Dear Judge Thompson:

Golder Associates Inc. (Golder) and Naismith Engineering, Inc. (Naismith) are pleased to present Polk County (County) with this letter of interest and a rate schedule to provide consulting services. These services will support the preparation of a permit amendment application for a vertical and lateral expansion at the Polk County Landfill near Leggett, Texas (Site). The Texas Natural Resource Conservation Commission (TNRCC) identifies this site as Permit No. MSW-1384.

We believe that Golder/Naismith are well suited to provide support to the County for the following reasons:

- Experience with permitting, development, and modification of permits relating to municipal solid waste, non-hazardous industrial, and special waste facilities in the State of Texas;
- A demonstrable working relationship with the TNRCC; and
- A strong landfill construction and operations background, including personnel that routinely work on landfill sites.

This allows us to consider overall landfill operations and to produce designs that will satisfy the regulatory requirements, be constructible, and result in overall efficient landfill operations.

A rate schedule is attached to this letter and is identified as Table 1. It is our understanding that the actual scope of services that we may provide will be at the discretion of the County. As such, we propose to conduct this work on a time and materials basis, with an expenditure limit developed through discussions with the County. A starting allocation of \$35,000 is proposed as our initial budget.

In providing these consulting services to the County, Golder proposes that they be in accordance with its standard "Terms and Conditions". Two signed originals are presented in Attachment A for the County's review and approval. If found acceptable, please execute both agreements and

return one to us for our files. Naismith will provide services under a subcontractor agreement with Golder. We are ready to proceed with upcoming work activities once a formal agreement is signed.

Golder/Naismith has the necessary manpower and prerequisite experience to meet the desires of Polk County for this project. It has been a pleasure working for the County and we appreciate the opportunity to present this proposal. We look forward to continuing our service to the County.

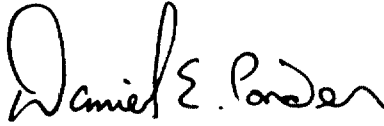
If you have any questions regarding this letter, please do not hesitate to contact us 281-931-8674.

Very truly yours,

GOLDER ASSOCIATES INC.



Mark E. Roth
Senior Project Manager



Daniel E. Ponder
Associate/Branch Manager

MER/DEP/GAJ:kra

Attachments: Table 1 – Rate Schedule
Attachment A – General Terms and Conditions

Cc: Grant Jackson, P.E., Naismith Engineering, Inc.

RECEIVED
FEB 23 2001
POLK COUNTY JUDGE

Golder Associates

TABLE 1
RATE SCHEDULE

February 2001

PR3-4523

**TABLE 1
RATE SCHEDULE
POLK COUNTY, TEXAS
SOLID WASTE CONSULTING SERVICES**

PERSONNEL CATEGORY	HOURLY RATE
Associate	\$110.00
Senior Project Manager	\$100.00
Senior Engineer	\$95.00
Project Engineer	\$75.00
Staff Engineer	\$55.00
Senior Technician	\$45.00
Draftsman	\$50.00
Secretarial	\$35.00

These rates include all direct and indirect costs except reimbursables, which are billed at cost plus a ten percent (10%) administration fee. Indirect costs include such items as overhead, and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment compensation insurance, excise and payroll taxes, workers' compensation, health and retirement benefits, annual leave and holiday pay. A flat rate communication fee of five percent (5%) is applied to our labor rates for all communications including phone, fax and copying. Subcontractor's and subconsultant's to Golder are subject to a 10% administrative fee.

These rates are valid through December of 2001.

Golder Associates Inc.

rate schedule/table 1

**ATTACHMENT A
TERMS AND CONDITIONS**

**GOLDER ASSOCIATES INC.
TERMS AND CONDITIONS**

1. CLIENT DEFINITION

CLIENT as used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of this Agreement are being provided to, or on behalf of, the group.

2. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing under similar conditions subject to the time limits and financial and physical constraints applicable to the Services. No warranty, express or implied is made.

3. INVOICES AND PAYMENT TERMS

GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receipt of invoice of any dispute with the invoice. CLIENT and GOLDER will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend all work under this Agreement, without prejudice, and all reasonable demobilization and other suspension costs will be paid by CLIENT. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the scope of Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

4. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, the schedule, and or the cost estimate proposed in this Agreement. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a Change Order request outlining the required changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to investigate or consider the Change Order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement upon written notice to the CLIENT.

5. DATA AND INFORMATION

CLIENT shall provide to GOLDER all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. GOLDER shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and, GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to GOLDER by CLIENT. GOLDER shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

6 PROFESSIONAL WORK PRODUCT

The Service provided by GOLDER is intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates (the "Documents") and all electronic media prepared by GOLDER are considered its professional work product. GOLDER retains all rights to its professional work product. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media version of GOLDER's professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. GOLDER shall retain these Documents for a period of two (2) years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CLIENT understands that the professional work product is not intended or represented by GOLDER to be suitable for reuse by CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

7 INSURANCE AND INDEMNITY

GOLDER maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverage as follows:

- Workers' Compensation insurance in compliance with statutory limits
- Employers' liability with the following limits:

Each Accident	\$1,000,000
---------------	-------------
- Business Automobile Liability with the following limits:

Combined Single Limit	\$1,000,000
-----------------------	-------------
- Commercial General Liability with the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
- Professional Liability Insurance with the following limits:

Any One Claim	\$1,000,000
Policy Aggregate	\$3,000,000

CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its professional or general liability insurance.

GOLDER shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, court and arbitration costs, to the extent directly attributable to the negligent acts, errors or omissions of GOLDER while performing Services under this Agreement.

CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of GOLDER, inclusive of claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of GOLDER. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from GOLDER's negligence.

8. LIMITATION OF LIABILITY

CLIENT shall immediately notify GOLDER of any defects or suspected defects arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such defects. CLIENT and GOLDER agree that all claims and legal actions arising directly or indirectly from this Agreement or the Services of GOLDER shall be filed no later than one (1) year

from the date of GOLDER's substantial completion of the Services or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

Further, CLIENT agrees to limit the liability of GOLDER, its employees, officers, directors, agents, consultants and subcontractors to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract or tort, which arises directly or indirectly from GOLDER's acts, errors or omissions, such that the total aggregate liability of GOLDER to all those named shall not exceed \$50,000 or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

9. DELAYS AND FORCE MAJEURE

If site conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and GOLDER shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of GOLDER and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that GOLDER shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

10. SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical and hydrogeologic conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.

In the prosecution of the Services, GOLDER will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to defend, indemnify and hold GOLDER harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures and utilities are not called to GOLDER's attention and correctly shown on the plans furnished.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, an aquifer, underground stream, or other hydrous body. GOLDER will adhere to the Standard of Care during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which GOLDER may perform on CLIENT's behalf, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation except to the extent finally determined to result from GOLDER's negligence. CLIENT further agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, in accordance with GOLDER's prevailing fee schedule and expense reimbursement policy.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. While GOLDER will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All uncontaminated samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. These soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, GOLDER will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing hazardous constituents) obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at CLIENT's direction and expense. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. CLIENT agrees to indemnify and hold GOLDER harmless from and against all loss, damage, expense, and claims arising out of the disposal of all such samples, materials and equipment.

13. CONTROL OF WORK AND JOB-SITE SAFETY

GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

14. COMPLIANCE WITH CODES AND STANDARDS

GOLDER's professional Services shall be consistent with the Standard of Care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time GOLDER rendered its services. However, it is understood by the parties that the Services performed by GOLDER do not include rendering of any legal advice. In any event, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from GOLDER's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time when GOLDER otherwise would have incorporated their intent into the Services. CLIENT further agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, in accordance with GOLDER's prevailing fee schedule and expense reimbursement policy.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. GOLDER will at all times endeavor to alert CLIENT to any matter of which GOLDER becomes aware and

believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, GOLDER shall employ its best judgement in deciding whether or not it should notify public officials. Accordingly, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from GOLDER's notifying or not notifying public officials about conditions existing at the project site. Further, CLIENT agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, with such compensation to be based upon GOLDER's prevailing fee schedule and expense reimbursement policy. If CLIENT decides to disregard GOLDER's recommendations regarding public health and safety, GOLDER shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

16. DISCOVERY OF HAZARDOUS MATERIALS

CLIENT recognizes that anticipated or unanticipated hazardous materials or suspected hazardous materials may be discovered on the project site property, whether or not owned by CLIENT, or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not GOLDER's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of anticipated or unanticipated hazardous materials or suspected hazardous materials on CLIENT's property or on property not owned by CLIENT. CLIENT also agrees to compensate GOLDER for any time spent and expenses incurred by GOLDER including legal costs, in defense of any such claim. Furthermore, CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement upon written notice to the CLIENT.

17. NOTIFICATION AND LOCATION OF HAZARDOUS MATERIALS

When hazardous materials are known, assumed or suspected to exist at a site, GOLDER will take those precautions it deems appropriate to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow any procedures that GOLDER deems prudent. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.

CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site.

18. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or sale of certain property, then the Services are performed by GOLDER with CLIENT's understanding of the Subsurface Risks. Therefore, although GOLDER will be responsible for data which is directly the product of its sampling effort, GOLDER will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of CLIENT, or others, which are the result of this effort. GOLDER does not undertake any Services which would result in any recommendation, advice or direction by GOLDER as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data provided by GOLDER to make its own independent judgement in this respect.

19. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice, such period shall not be less than seven (7) calendar days. In the event of termination, GOLDER shall be paid for services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract

services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete their files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

20 DISPUTES

All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, shall be initiated, determined, and resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

21 CLIENT LITIGATION

If GOLDER is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which GOLDER is not an adverse party, CLIENT shall reimburse GOLDER for all direct expenses and time in accordance with GOLDER's current rate schedule.

22 CONFIDENTIALITY

GOLDER shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to GOLDER by CLIENT under this Agreement. GOLDER's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to GOLDER, obtained from third parties without violating any confidentiality agreement, required to be produced by GOLDER pursuant to any law, subpoena, or court order or required by GOLDER in the defense of any claim. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.

23 INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by GOLDER remain the property of GOLDER, and GOLDER does not grant CLIENT any right or license to such intellectual property. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless GOLDER or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. GOLDER shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless then GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

24 MISCELLANEOUS

a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

- c) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- d) All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER) shall survive indefinitely the termination of the Agreement.
- e) Any provision, to the extent it is found to be, unlawful or unenforceable shall be ineffective without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- f) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia, unless the law of another jurisdiction must apply for this Agreement to be enforceable.

EXECUTED THIS _____ day of _____ 20__.

GOLDER ASSOCIATES INC.
 (GOLDER)
 By: *Daniel E Ponder*
 Name: DANIEL E. PONDER
 Title: Associate
 (Authorized Agent)

(CLIENT)
 By: *John B. Stoen*
 Name: _____
 Title: _____
 (Authorized Agent)

DRAFT

Polk County Waste Management Center Landfill Rate Schedule
(Effective May 01, 2001)

	MSW Loose	MSW Packed	C&D Waste	Special Waste	Animals
Base Rate Per Cubic Yard	\$6.00	6.25	6.25	9.00	15.00 Each
Level I Discount Rate	5.75	6.00	6.00	9.00	15.00 Each
Level II Discount Rate	5.50	5.75	5.75	9.00	15.00 Each
Level III Discount Rate	5.25	5.50	5.50	9.00	15.00 Each
Level IV Discount Rate	5.00	5.25	5.25	9.00	15.00 Each

Discount Rate Qualification Chart

Discount Rate Level	Qualification Criteria
Level I Discount Rate	Annual Disposal Volume of 10,001-20,000 Cubic Yards*
Level II Discount Rate	Annual Disposal Volume of 20,001-30,000 Cubic Yards*
Level III Discount Rate	Annual Disposal Volume of 30,001-40,000 Cubic Yards*
Level IV Discount Rate	Annual Disposal Volume of 40,001-50,000+ Cubic Yards*

* Annual Disposal Volumes shall be based Polk County Waste Management Center site records for the previous fiscal year (Oct. 1-Sept. 30).

Additional Discount Rate Qualification Information

Customers may also qualify for the various discount rate levels by the execution of a contractual agreement with the Polk County Waste Management Center whereby the customer guarantees payment for an annual disposal volume equal to the minimum annual disposal volume indicated in the Discount Rate Qualification Chart for the specific discount rate levels.

All such contractual agreements, which are commonly known in the waste management industry as "put or pay" contracts, shall be contingent on the approval of the Polk County Commissioner's Court.

#1219

Polk County Waste Management Center
Contract Container Schedule of Rates*

Container Size	Non-Tax Exempt Customers			Haul Fee
	In County Set-up Fee	Out-of-County Set-up Fee	Day Rate	
40 Cubic Yard Compactor	\$50.00	\$100.00	\$5.00 Per Day after 7 th Day	\$380.00
40 Cubic Yard Open Top	\$50.00	\$100.00	\$5.00 Per Day after 7 th Day	\$380.00
30 Cubic Yard Open Top	\$50.00	\$100.00	\$5.00 Per Day after 7 th Day	\$357.00
20 Cubic Yard Open Top	\$50.00	\$100.00	\$5.00 Per Day after 7 th Day	\$320.00

* All fees and rates include applicable sales taxes.

Tax Exempt/Direct Pay Customers

All Customers providing documentation from the Texas State Comptroller's Office to the Polk County Waste Management Center of tax exempt or direct pay status will receive a discount off the rates quoted in the chart above equal to the sales tax portion of the rate.

(B)

00/20/2001 PM 10:39 FAX 9383626298 POLK COUNTY WASTE

443 COUNTY JUDGE

00/20/2001 PM 10:39 FAX 9383626298 POLK COUNTY WASTE



Institute for Infrastructure and Environmental Development

P. O. Box 760246

San Antonio, Texas 78245-0246

Telephone: (210) 520-1905; FAX: (210) 520-1915

(c)

February 16, 2001

Charlene Faulkner
Polk County Landfill
P. O. Box 528
Leggett, Texas 77350

Re: Training Agreement, Waste Screening


Dear Charlene:

Thank you for requesting our training course. The Institute for Infrastructure and Environmental Development (IIED) proposes to conduct a Texas Municipal Solid Waste Management Waste Screening Course on Saturday May 19, 2001. Please contact me to discuss the preferred date. The course will be held from 7:30 am to 5 pm at a location provided by your company (please provide a location map). The classroom should be provided with a writing board and overhead projector. This course features planning and managing a program to prevent unauthorized waste from Municipal Solid Waste facilities.

IIED will provide all teaching materials. Our fee for this course is \$1,140.00 for up to 12 students. This fee must be paid even if 12 students do not attend. You will select the students. All students above this number will be charged \$95.00 per student. Please advise us one week prior to class starting how many will attend so we can prepare the appropriate class materials.

To accept this agreement, please have the appropriate official sign the agreement, date the agreement, and provide payment or purchase order. Upon receipt of the sign agreement and payment arrangement the class will considered scheduled.

Yours truly,


Frank R. Kiolbassa, P.E.
President

Proposal Accepted


Authorized Official & Title

Date

3/9/01

Form of Payment (Attach Purchase Order): _____

A Texas Non Profit 501(c) 3 Corporation
Dedicated to Training, Technical Assistance and Operational Research

Keeping Communities Livable Through Training


h/f #

POLK COUNTY
By: Bill Law, County Auditor

Budget Revision
#2000-33

March 9, 2001

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-271-000	Fund Balance		3,657.70	To cover actual autopsy expense	26,500.00	31,506.00	5,006.00
010-691-405	Autopsies	3,657.70			86,375.68	84,967.52	-3,808.16
010-612-202	Group Insurance		3,038.48	To cover actual expenses	75,000.00	128,545.45	51,545.45
010-612-391	Medical Supplies/Expenses						
		<u>6,696.18</u>	<u>6,696.18</u>	Total			

Approved By: 
Date: 3/9/01

#114

POLK COUNTY
By Bill Law, County Auditor

BUDGET REVISION
#2001-11

March 9, 2001

Fund Account	Description	Increase		Decrease		Comments	Original Budget	Amended Budget	Net Change
010-401-352	Contingencies		517.01	16,055.33		Transfer to various to cover actual expenses	54,500.00	37,265.67	-16,934.33
010-401-530	Capital Projects		9,825.32			To cover actual expenses	50,000.00	50,517.01	517.01
010-403-484	Election Expenses		2,500.00				35,000.00	4,869.73	-30,130.27
010-435-405	Psychological Evaluations		3,213.00				2,500.00	5,000.00	2,500.00
010-560-480	Law Enforcement Liability		-1,755.37			Insurance Reimbursement for Repairs	45,000.00	34,917.00	-10,083.00
010-342-600	Insurance Claims		1,755.37				0.00	5,750.91	5,750.91
010-511-450	Repair/Replacement Bldgs			755.46			83,700.00	80,130.02	-4,325.34
010-511-452	Repair/Replacement Bldgs			8,583.14		Transfer to Capital Outlay	83,700.00	79,374.66	-4,068.79
010-370-090	Transfer from S/O Drug Forfeiture		4,000.00			Transfer to Capital Outlay	13,000.00	6,931.21	-6,068.79
010-511-573	Capital Outlay		13,338.60			Transfer from S/O Drug Forfeiture	36,573.52	40,573.52	4,000.00
010-665-105	Salaries		500.00			Purchase Vehicle Maintenance Equipment	10,000.00	26,149.60	16,149.60
010-665-108	Salary- Parttime		500.00			To cover parttime agent salary	45,121.27	44,621.27	-500.00
010-271-000	Fund Balance			24,468.00		Reappropriate NOAA funds	605.16	1,105.16	500.00
010-695-500	NOAA Weather Radio		24,468.00			Purchase transmitter and antenna	0.00	24,468.00	24,468.00
015-623-300	Uniforms			401.33		To cover parts and repairs	2,500.00	2,098.67	-401.33
015-623-315	Office supplies			380.44			0.00	380.44	380.44
015-623-330	Fuel/Oil			1,421.81			35,000.00	24,232.60	-10,767.40
015-623-337	Material/Supplies			1,031.67			10,000.00	7,623.33	-2,376.67
015-623-338	Culverts			32.08			1,350.00	1,317.92	-32.08
015-623-339	Const& materials			2,578.79			27,800.00	16,835.89	-10,964.11
015-623-354	Tires/Tubes			1,613.52			10,000.00	6,386.48	-3,613.52
015-623-456	Parts/Repairs		7,459.64			To cover actual to date expenses	20,000.00	46,304.90	26,304.90
051-645-333	Raw Food		5,000.00			Transfer funds to Utilities	200,000.00	195,000.00	-5,000.00
051-645-441	Gas/Heat		5,000.00			To cover actual expenses	2,700.00	7,700.00	5,000.00
			62,821.57			TOTAL			

Approved By: 
Date: 3/9/01

POST STATE BANK
COUNTY OF POLK
LIVINGSTON, TEXAS



STATE OF TEXAS
THE TREASURER OF THE
COUNTY OF POLK
LIVINGSTON, TEXAS 77351

NO. 157293

AMOUNT
\$251.45

CHECK NO

157293

DATE

02/08/2001

*****251 DOLLARS 45 CENTS

PAY TO
THE
ORDER
OF

DAYS INN

1100 E. PALESTINE TX 75801
PALESTINE

John D. Thompson
William H. Law

VOID 90 DAYS AFTER DATE OF ISSUE

⑆157293⑆ ⑆883805455⑆ ⑆010 258⑆

VENDOR 007295		PLEASE DETACH BEFORE DEPOSITING		CHECK NO. 157293	
DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE	
JAY BARBEE	CONF# P47459	251.45	010-543-485		
			TOTAL AMOUNT	251.45	

John D. Thompson

POLK COUNTY • LIVINGSTON, TEXAS 77351



STATE OF TEXAS
 THE TREASURER OF THE
 COUNTY OF POLK
 LIVINGSTON, TEXAS 77351

FIRST STATE BANK
 COUNTY DEPOSITORY
 LIVINGSTON, TEXAS

NO. 157546

CHECK NO. 157546

AMOUNT \$5.00

DATE 02/15/2001

*****5 DOLLARS 00 CENTS

PAY TO THE ORDER OF GLEN LINDK P.O. BOX 130 ONALASKA TX 77360

VOID 60 DAYS AFTER DATE OF ISSUE

John S. Thompson
 COUNTY TREASURER

⑆57546⑆ ⑆113105465⑆ ⑆010 256⑆

VENDOR 090047

PLEASE DETACH BEFORE DEPOSITING

CHECK # 157546

DESCRIPTION	AMOUNT	INVOICE AMOUNT	CODE	BALANCE
CHECK	5.00	5.00	010745-485	6.00
TOTAL AMOUNT				6.00

John S. Thompson

POLK COUNTY • LIVINGSTON, TEXAS 77351

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4,000.50
TOTAL OF ALL FUNDS	4,000.50



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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS PAID

FUND DESCRIPTION	DISBURSEMENTS
028 POLA COUNTY HISTORICAL COMM	522 00
051 AGING DEPT	2,545 00
TOTAL OF ALL FUNDS	3,067 00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED AND AGREED TO

W. H. LAW
 COUNTY AUDITOR

John P. Thompson
 COUNTY JUDGE

DATE 02/27/2001 ELECTRONIC FEDERAL TAX PAYMENTS VENDOR PAGE 1
REF # VEN # VENDOR NAME AMOUNT
ACR160 TEXPOOL \$187,575.00
TOTAL AMOUNT \$187,575.00

John A. Thompson

DATE 02/27/2001 08:40:40

YOUR CHECKS PLACED REGISTER

VENDOR PAGE

VOL.

47 PAGE 370

ALL RECORDS FROM 02/27/2001 TO 02/27/2001 DATE-TO-BE-PAID

VENDOR NAME
TEXPOOL

ACCOUNT NUMBER

2001 010-151-000 INVESTMENTS
2001 018-151-000 INVESTMENTS
2001 032-151-000 INVESTMENTS
2001 090-151-300 INVESTMENT- DRUG SEIZURE

ITEM REASON

GENERAL
ROAD & BRIDGE
EMV SERVICE
DRUG SEIZURE

VP DATE

02/27/01 N N 00
02/27/01 N N 00
02/27/01 N N 00
02/27/01 N N 00

PO NO

AMOUNT

55,000.00
55,000.00
50,000.00
2,556.00
157,556.00

TOTAL CHECKS TO BE WRITTEN 157,556.00

SCHEDULE OF DISBURSEMENTS

FUND DESCRIPTION

DISBURSED

012 ELECTED OFFICIALS FEE ACCOUNTS

TOTAL OF ALL FUNDS

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

U. H. LAW

Allen H. Law

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF DISBURSEMENTS

FUND DESCRIPTION

051 AGING DEPT

TOTAL OF ALL FUNDS

DISBURSEMENTS

1,100.00

1,100.00

THE PRECEDING LIST OF BILLS PAYABLE WAS RECEIVED IN FULL FOR PAYMENT.

W. H. LAW

William H. Law

COUNTY CLERK

JOHN B. THOMAS

John B. Thomas

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSMENTS
010 GENERAL FUND	110,616.92
015 ROAD & BRIDGE ADM	26,638.65
027 SECURITY FUND	653.21
032 ENVIRONMENTAL SERVICES	6,557.81
048 DISTRICT ATTY SPECIAL FUND	122.48
051 AGING DEPT	3,032.66
083 MUSEUM OPERATING FUND	94.80
101 ADULT SUPERVISION	16,203.44
108 CCP - SURVEILLANCE	1,924.60
109 SPECIALIZED CASELOAD CCP	717.58
184 JUVENILE PROBATION	1,743.67
185 CCAP - JUVENILE PROBATION	5,500.73
TOTAL OF ALL FUNDS	173,786.55

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

William H. Law

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
C10 GENERAL FUND	13,013.31
015 ROAD & BRIDGE ADM	730.74
027 SECURITY FUND	3.00
032 ENVIRONMENTAL SERVICES	309.77
051 AGING DEPT	657.46
061 DEBT SERVICE FUND	52,149.19
088 JUDICIARY FUND	44.25
TOTAL OF ALL FUNDS	\$6,907.72

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

W. H. LAW
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

William H. Law

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	23,184.08
015 ROAD & BRIDGE ADM	5,522.00
TOTAL OF ALL FUNDS	28,706.08

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

fy 00

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,526.50
TOTAL OF ALL FUNDS	1,526.50

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

William H. Law

W. H. LAW

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
019 GENERAL FUND	14,564.25
015 ROAD & BRIDGE ADM	998.47
027 SECURITY FUND	30.00
032 ENVIRONMENTAL SERVICES	5,715.55
051 AGING DEPT	25.00
101 ADULT SUPERVISION	1,536.70
108 CCP - SURVEILLANCE	288.01
189 SPECIALIZED CASELOAD CCP	83.34
184 JUVENILE PROBATION	161.34
185 CCAP - JUVENILE PROBATION	519.36
TOTAL OF ALL FUNDS	23,922.02

THE PRECEDING LIST OF BILLS PAYABLE HAS REVIEWED AND APPROVED FOR PAYMENT.

W. N. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. N. Law
John P. Thompson

REF #	VEN #	VENDOR NAME	AMOUNT
ADM161		FIRST STATE BANK	\$63,466 21
ADM162		POLK CO PATROLL ACCT	\$187,340 44
TOTAL AMOUNT			\$250,807 25

John P. Longman

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	23,935.58
015 ROAD & BRIDGE ADM	581.74
032 ENVIRONMENTAL SERVICES	453.43
049 DISTRICT ATTY HOT CHECK FUND	17.26
031 AGING DEPT	1,723.52
080 JUDICIARY FUND	449.50
TOTAL OF ALL FUNDS	27,161.03

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

W. W. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	94,862.10
015 ROAD & BRIDGE ADM	20,851.53
017 LATERAL ROAD FUND	1,008.00
027 SECURITY FUND	125.00
032 ENVIRONMENTAL SERVICES	5,401.34
049 DISTRICT ATTY HOT CHECK FUND	86.25
051 AGING DEPT	236.77
061 DEPT SERVICE FUND	6,155.35
090 DRUG PURCHASE FUND	1,588.28
093 CO CLERK RECORDS MGMT FUND	1,226.00
TOTAL OF ALL FUNDS	131,540.62

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ADDITIONAL

ADDITIONAL

No 12

03/07/2003 @ 158001

\$6,530.00

***** 530 DOLLARS NO CEN
DAVIS A BROWN CONSTRUCTION INC
P O BOX 24
LIVINGSTON TX 77351

CHECK # 158001

VENDOR 000186

25731/12/8/3 6,530.00 015-625-103

BILLY VILLAGE

John P. Langston

6447 ADOT MAIN
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 03 07/2001
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 ****@ 550 00

DAVIS & BROWN CONSTRUCTION INC

P.O. BOX 64
LIMESTON 10 07261

1 5 1 0 0 0 0 0 0

015-015-103 ROAD 5 BRIDGE ADM
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



ADDITIONAL

F100

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,641.98
015 ROAD & BRIDGE AEM	6,530.00
TOTAL OF ALL FUNDS	8,171.98

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

W. H. LAW 

COUNTY AUDITOR

JOHN P. THOMPSON 

COUNTY JUDGE

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5,691.64
015 ROAD & BRIDGE ADM	608.06
027 SECURITY FUND	60.00
032 ENVIRONMENTAL SERVICES	367.95
049 DISTRICT ATTY HOT CHECK FUND	12.95
051 AGING DEPT	968.85
TOTAL OF ALL FUNDS	7,709.45

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

William H. Law

John P. Thompson

ADDITIONAL

ADDITIONAL

DATE OF DEPOSIT ELECTRONIC FEDERAL TAX PAYMENT 02/11/12

REF # VEN # VENOR NAME AMOUNT

A 1001 TEXP001 585,000.00

TOTAL AMOUNT \$585,000.00

John H. Longino

Addendum Schedule of Bills for Court Dated 03/09/01

FY 2001

Bulldog Truck & Equipment	\$ 334.72	RB # 3
Cleveland Asphalt	1,035.92	RB # 3
Etox	115.32	RB # 3
Gilbert Gas	43.75	RB # 3
Howard Lilley	760.46	J P # 4
Hughes Oil	1,241.84	RB # 3
Curtis Jordan	3,626.00	RB # 3
Matt's H & H Hardware	73.09	RB # 3
Music Mountain	41.50	RB # 3/RB # 4
Mustang Tractor & Equipment	3,405.00	RB # 3
Mustang Tractor & Equipment	51,071.25	Waste Mgmt.
Walter Y. Quijano, Ph. D. P.	400.00	Judicial
Reinhardt Auto Parts	351.61	RB # 3
Rus Of Conroe	77.46	RB # 3
Sanders Patricia	49.75	RB # 4
Texas Association Of Counties	3,213.00	Insurance
Zee Medical	250.00	Safety
Texas Historical Commission	260.00	Historical Comm
Austin Capital Marriott	420.00	Historical Comm.
Tek-Com	567.00	Data Processing
Livingston VFD	7,361.10	Fire Department
Canon	706.39	General
Total	<u>\$ 75,405.16</u> ✓	

FY 2000

Memorial Medical Center Livingston	\$ 1,641.98	Jail
Total	<u>\$ 1,641.98</u> ✓	

John H. Thompson

DATE: FEBRUARY 28, 2001 THROUGH MARCH 09, 2001

NO.	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
-----	----------	------	-----	---------	-------------------	--------------

DATE: FEBRUARY 28, 2001 THROUGH MARCH 09, 2001

NO.	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(1)	TRACY NEED	ROAD & BRIDGE PCT #1	#103 SECRETARY 11	REGULAR FULLTIME	121 \$18,694.26	RESIGNED EFFECTIVE 02/28/01
(2)	RYTA ABSHER	AGING ONALASKA	#1285 COOK	LABOR (*900) POOL	UNCLASSIFIED \$8.79	LABOR POOL (*900) #1285 COOK/ONALASKA UNCLASS \$8.79 EFFECTIVE 03/14/01
(3)	YAMATA CARTER	AGING LIVINGSTON	#1286 COOK	LABOR (*900) POOL	UNCLASSIFIED \$8.79	REGULAR PARTTIME #1286-COOK UNCLASS \$8.79 EFFECTIVE 03/14/00
(4)	SARAH CHANGE	COUNTY CLERKS OFFICE	#105 DEPUTY CLERK	REGULAR FULLTIME	101 \$18,933.36	NEW-HIRE EFFECTIVE 03/19/01
(5)	MARY THOMPSON	PERSONNEL	#102 SECRETARY	LABOR POOL	94(1) \$7.75	RESIGNED EFFECTIVE 03/13/2001
(6)	JULIE ANN DEL LEON	SHERIFF	#1043 TELECOMMUNICATION OPER.	LABOR POOL	114(1) \$8.56	NEW-HIRE EFFECTIVE 02/09/01
(7)	JASON PASKE	JAIL	#1056 CORRECTIONS OFFICER	LABOR POOL	124(1) \$8.98	NEW-HIRE EFFECTIVE 03/13/01
(8)	LINDA PROVINCE	COUNTY CLERK	#1045 COMPUTER RECORDS SPEC	REGULAR FULL-TIME	120 \$19,635.00	RESIGNED EFFECTIVE 10/27/01
(9)	RANDI L. WATSON (WYATT)	PERSONNEL	#102 SECRETARY	LABOR POOL (900)	94(1) \$7.75	NEW-HIRE EFFECTIVE 03/09/01
(10)	ERIC JONES	SHERIFF	#1037 DEPUTY SHERIFF	REGULAR FULL-TIME	163 \$21,924.53	PROMOTION TO #1036 SERGEANT 181 \$25,110.61 EFFECTIVE 2/23/01
(11)	JOHN SANDERS	SHERIFF	#1036 SERGEANT	REGULAR FULL-TIME	183 \$26,389.06	RECLASSIFY TO #1037-183 \$26,389.06 EFFECTIVE 02/28/01
(12)	STEPHANIE CLAMON	SHERIFF	#1043 TELECOMMUNICATION OPER.	REGULAR FULL-TIME	11/2 \$18,235.95	WALKED OFF JOB EFFECTIVE 03/09/01
(13)						

