



POLK COUNTY COMMISSIONERS COURT

April 24, 2001
10.00 a.m.

2001-038

VOL 47 PAGE 521
Polk County Courthouse, 3rd floor
Livingston, Texas

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

Agenda topics

- 1 CALL TO ORDER
- 2 PUBLIC COMMENTS
- 3 INFORMATIONAL REPORTS
 - A API ROVI PROCLAMATION FOR ONALASKA SENIOR LITTLE DRIBBLERS STATE CHAMPIONSHIP 2000-2001
- 4 APPROVAL OF MINUTES of the Meeting of April 10, 2001 (Regular)
- OLD BUSINESS
- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #2001-02
- NEW BUSINESS
- 6 CONSIDER APPROVAL OF ORDER RATIFYING THE NOVEMBER 25 1997 ACTION OF THE COMMISSIONERS COURT TO ABANDON A PORTION OF SAND DOLLAR DR IN FORESTER'S RETREAT, SEC 3
- 7 CONSIDER APPROVAL OF AGREEMENT FOR GRANT ADMINISTRATOR SERVICES FOR FY2001 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
- 8 CONSIDER APPROVAL OF BUDGET AMENDMENTS
- 9 CONSIDER APPROVAL OF SCHEDULES OF BILLS
- 10 APPROVE PERSONNEL ACTION FORMS
- EXECUTIVE SESSION
- DISCUSSION OF PERSONNEL MATTERS AS AUTHORIZED BY GOV'T CODE §§551.074
- REFCESS
- RECONVENE
- INDIGENT HEALTH WORKSHOP
- ADJOURN

FILED AND RECORDED
 2001 APR 18 11 09 AM
 CLERK
 COUNTY CLERK'S OFFICE

Posted April 18, 2001

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

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 Wednesday, April 18 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



April 24, 2001
10 00 a m

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2001-038

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 24, 2001 at 10 00 A M

AMEND TO ADD,

- 11 CONSIDER COUNTY CLERK'S REQUEST TO APPROVE APPOINTMENTS OF ELECTION JUDGES AND ALTERNATES TO FILL VACANCIES
- 12 CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES (Pct 2) Lots 5 & 35, Block 3, Lots 2 & 22, Block 4, Bridgeview
- 13 CONSIDER APPROVAL OF TREASURER'S REQUEST OF PREAUTHORIZED DEBIT/CREDIT AGREEMENT WITH FIRST STATE BANK LIVINGSTON

Dated Friday, April 20, 2001

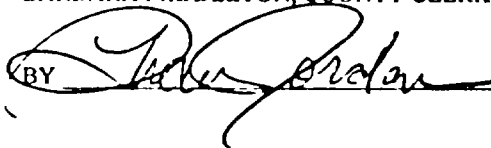
Commissioners Court of Polk County, Texas

By 

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 April 20 2001 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  Deputy

FILED & RECORDED
APR 20 2001
2001 APR 20 PM 4 32
Barbara Middleton
COUNTY CLERK
POLK COUNTY TEXAS

STATE OF TEXAS)

DATE APRIL 24, 2001

COUNTY OF POLK)

REGULAR MEETING - CALLED
All members present**"COMMISSIONERS COURT"**
AGENDA #2001-038

BE IT REMEMBERED ON THIS THE 24th DAY OF APRIL, 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 BY JUDGE JOHN THOMPSON AND
WELCOMED THE GUEST AT 10 00 A M
REV DON GOODWIN OF BEECH CREEK ASSEMBLY OF GOD CHURCH DELIVERED
THE OPENING PRAYER
- 2 PUBLIC COMMENTS
 - A IRA GERSTENLAGER A RESIDENT OF POLK COUNTY FOR OVER 22 YEARS,
IS HAVING AN EASEMENT DISPUTE WITH ONE OF HIS NEIGHBORS HE
ASKED COMMISSIONER SMITH IF HE COULD MEET WITH HIM TO HELP
SOLVE THE SITUATION
 - B NELL MAYO OF BIG THICKET LAKE ESTATES INFORMED COMMISSIONER
WILLIS ABOUT A LETTER FROM TxDOT CONCERNING THE INTERSECTION
OF PAINTERS DRIVE & HWY 146 SOUTH, WRITTEN IN DECEMBER OF 2000
- 3 INFORMATIONAL REPORTS
 - A JOHN McDOWELL OF EMERGENCY MANAGEMENT, GAVE A REPORT ON,
 - (1) NOAA WEATHER STATION IS BEING INSTALLED ON THE TOWER AT THE
PRESENT TIME
 - (2) 911- MAPPING IS CONTINUING AND WILL BE COMPLETED BY END OF
2001 TELEPHONE EXCHANGES OF 327 & 566 WILL BE THE LAST TO BE
COMPLETFD
 - (3) WE ARE EXPECTING A PRESIDENTIAL DECLARATION FROM U S D.A.
UNITED STATES DEPT OF AGRICULTURE - CONCERNING THE RECENT
FLOODING ALONG THE TRINITY RIVER
 - B COMMISSIONER SMITH COMMENDED THE SENIOR LITTLE DRIBBLERS
(BASKETBALL) AS STATE CHAMPIONSHIP 2000 2001 THE TEAM AND
COACHES WILL BE AT NEXT COURT MEETING TO ACCEPT A
PROCLAMATION ON THEIR ACCOMPLISHMENT
COMMISSIONER SMITH INVITED EVERYONE TO THE ONALASKA FIRE
DEPT 28th ANNUAL BAR-B-QUE & AUCTION, SATURDAY, APRIL 28, 2001

- 4 MOTIONED BY BOBBY SMITH, SECONDED BY R R. "Dick" HUBERT,
APPROVAL OF MINUTES OF (REGULAR) MEETING OF APRIL 10, 2001
 ALL VOTING YES

- 5 **PRECINCT #1**
 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, **TO AWARD
 BID #2001-02, TO MUSTANG TRACTOR, FOR PURCHASE OF CATAPILLAR
 12 H MOTORGRADER, IN THE AMOUNT OF \$ 111, 750 00 (TO INCLUDE BUY
 BACK OPTION) THE TIME WARRANT WILL BE APPROVED IN A FUTURE
 MEETING**
 ALL VOTING YES (SEE ATTACHED)

- 6 MOTIONED BY BOB WILLIS, SECONDED BY R R "Dick" HUBERT, **APPROVAL
 OF "ORDER" RATIFYING THE NOVEMBER 25, 1997 ACTION OF THE
 COMMISSIONERS COURT TO ABANDON A PORTION OF SAND DOLLAR DR.
 IN FORESTER'S RETREAT, SECTION 3**
 ALL VOTING YES (SEE ATTACHED)

- 7 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS, **TO
 APPROVE AGREEMENT FOR GRANT ADMINISTRATOR SERVICES WITH
 DAVID WAXMAN, INC, FY2001 - COMMUNITY DEVELOPMENT BLOCK
 GRANT PROGRAM**
 ALL VOTING YES (SEE ATTACHED)

- 8 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,
APPROVAL OF BUDGET AMENDMENTS #2000-35 AND #2001-14
 ALL VOTING YES (SEE ATTACHED)

- 9 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, **APPROVAL AND
 PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUMS**
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
4 10 2001	(\$ 264 50)	Void Ck #157725
4 10 2001	(\$ 74 90)	Void Ck #158245
4 10 2001	(\$ 91 99)	Void Ck #158675
4-10-2001	\$ 45,738 36	158817 - 158838
4 10 2001	\$ 41,626 34	158839 - 158863
4-11-2001	\$ 62,451 00	158864 - 158883
4 11 2001	\$258,202 26	Electronic Transfer Emp Payroll/Fed Tax payments
4 12 2001	\$ 1,542 00	158884 - 159072
4 17-2001	\$ 29,885 53	159073 - 159115
4-17-2001	\$ 500 00	159116

DATE	AMOUNT	CHECK NUMBERS
4 19 2001	\$ 209 38	159117 - 159118
4 19 2001	\$ 166 68	159119
4 20 2001	\$ 9,411 75	331 & 332
4 20 2001	\$ 568 25	450 & 451
4 20 2001	\$ 604 17	623 - 631
4 20 2001	\$ 9,161 00	Electronic Transfer Texpool Investment
4 23 2001	\$ 137 655 38	159120 - 159272
4 23 2001	\$ 4 841 43	159273 159276
4 24 2001	\$ 47 029 67	Addendum To appear on future schedule
4 24 2001	(\$ 4,020 35)	Void Ck #159151

- 10 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVE PERSONNEL ACTION FORMS (REVISED LIST)
ALL VOTING YES (SEE ATTACHED)
- 11 MOTIONED BY BOB WILLIS SECONDED BY R R "Dick" HUBERT, TO APPROVE APPOINTMENTS OF ELECTIONS JUDGES & ALTERNATES TO FILL VACANCIES FOR THE MAY 5, 2001 "SPECIAL" BOND ELECTION, AS REQUESTED BY THE COUNTY CLERK.
ALL VOTING YES (SEE ATTACHED)
- 12 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES, PRECINCT #2
LOTS 5 & 35, BLOCK 3, and
LOTS 2 & 22, BLOCK 4, in BRIDGEVIEW SUBDIVISION
ALL VOTING YES
- 13 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE TREASURER'S REQUEST OF PREAUTHORIZED DEBIT / CREDIT AGREEMENT WITH FIRST STATE BANK, WITH AUTHORIZATION FOR NOLA RENEAU TO SIGN AGREEMENT ON BEHALF OF THE COUNTY
ALL VOTING YES (SEE ATTACHED)

RECESS - REGULAR SESSION - 10:30 A.M. (10 MINUTE BREAK)

RECONVENE AT 10:40 A.M.**

** FOR INDIGENT HEALTHCARE WORKSHOP
WORKSHOP ENDED AT 11:30 A.M.

COURT MOVED INTO ** EXECUTIVE SESSION - AT 11.35 A.M.

**Discussion of Personnel matters as authorized by Govn't Code 551 074

EXECUTIVE SESSION - ENDED 11 45 A.M.

14 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS,
TO ADJOURN COURT THIS 24th DAY OF APRIL 2001, AT 11 50 A.M.
ALL VOTING YES



JOHN P THOMPSON, COUNTY JUDGE

ATTEST



BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT 2001\APR24 WPD

#6



3153

**ORDER
OF THE POLK COUNTY COMMISSIONERS COURT**

Abandoning a certain portion of undeveloped roadway on the east end of Sand Dollar Dr in
Forester's Retreat Sec 3

WHEREAS the original plat of Forester's Retreat Sec 3 Subdivision filed in the Polk County Deed
Records Volume 5 Page 10 indicates that the east end of Sand Dollar Dr extends into an area located
between Lot 639 (on the south side of the road) and Lots 583, 584 & 585 (on the north side of the road) and

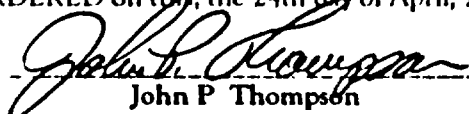
WHEREAS, no such road has been constructed, maintained and/or used by the public on the subject
property and the owner of all property adjoining said portion of roadway has requested that the subject portion
of roadway be abandoned thereby clearing the deed records of any county ownership reference, and

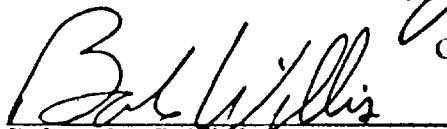
WHEREAS, the Commissioners Court met in a regularly called session on November 25, 1997 for
which proper notice has been posted providing the required legal notice of intent to abandon said portion of
roadway and the Court having found at that time that such abandonment was in the best interest of the
property owners and the public and

WHEREAS this order, which was not executed at the time of the Commissioners Court action to
abandon the subject portion of road, is required to be filed in the deed records of the County to serve as the
official instrument of conveyance from the County to the owner of the abutting property in accordance with the
Texas Transportation Code, Title 6 Chapter 251.058(b)

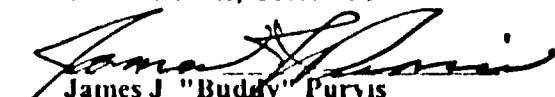
THEREFORE, WE, the present membership of Commissioners Court of Polk County, do hereby
ratify the Commissioners Court action taken on November 25, 1997 to abandon the portion of Sand Dollar Dr
as described herein and further, enter this order into the Deed Records of Polk County

ORDERED on this, the 24th day of April, 2001


John P. Thompson
County Judge, Polk County, Texas


Robert C. "Bob" Willis
Commissioner, Precinct 1


Bobby Smith
Commissioner, Precinct 2


James J. "Buddy" Purvis
Commissioner, Precinct 3

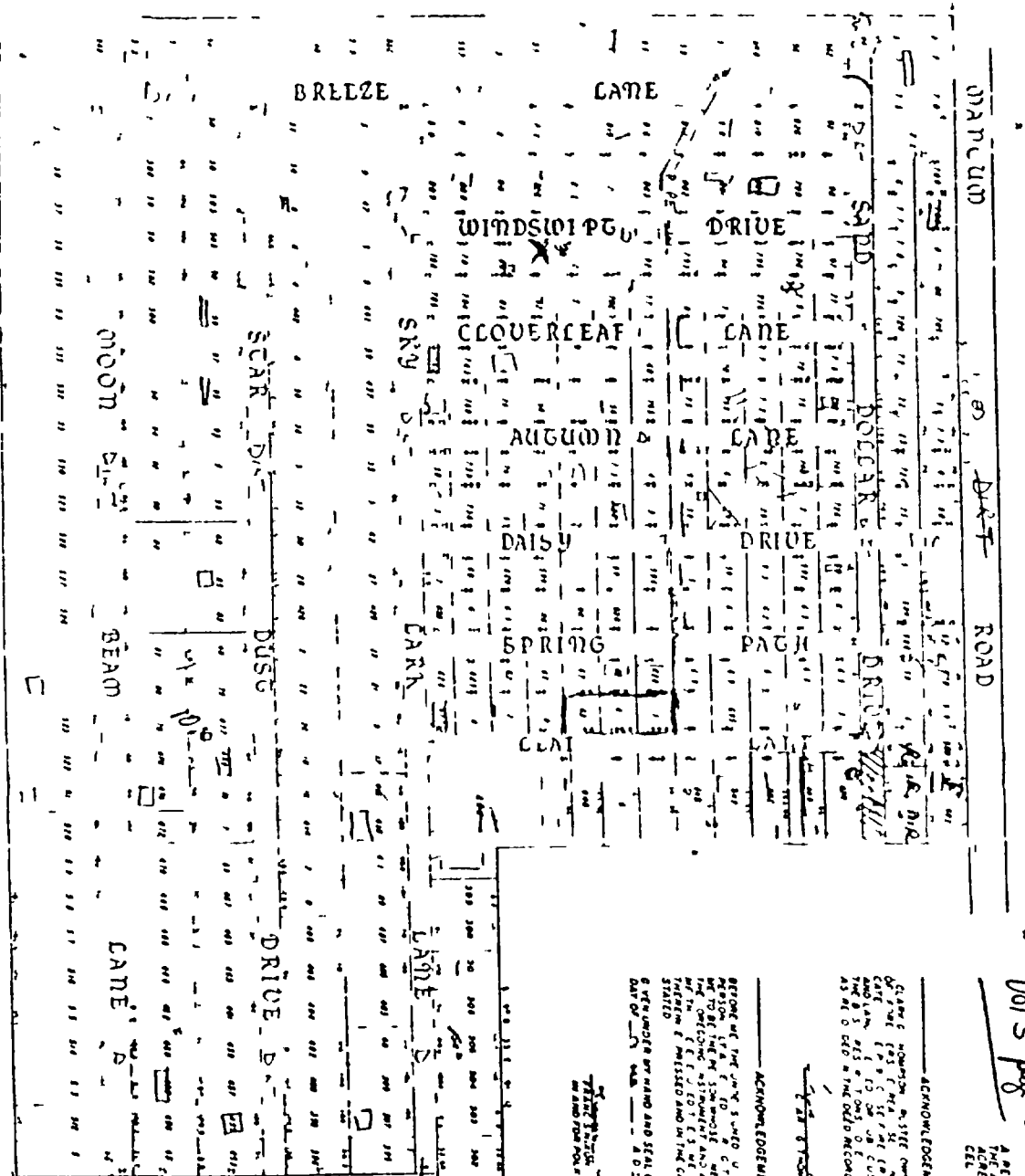

R.R. "Dick" Hubert
Commissioner, Precinct 4

Attest,

Barbara Middleton, County Clerk

2001 - 1212-404

RECORDER S MEMORANDUM
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 Were Not Clearly Legible For Satisfaction
 Recordation and/or Reproduction



1015 page

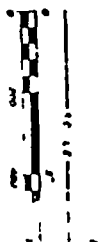
APPROXIMATE CONTAINING 373 TRAC S LOCATED IN
 THE ALES AS PER 185 PACT 76 AN R 10 6208
 ACRES A PART OF THE 5 ACRES 3 2 0 PG 216
 SEE ONE IN THE DEED RECORDED IN VO 2 0 PG 216

ACKNOWLEDGEMENT
 I, the undersigned, being the owner of the above described premises, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office records of the County Clerk of the County of ...

SUBSCRIBER'S CERTIFICATE
 I, the undersigned, being the owner of the above described premises, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the office records of the County Clerk of the County of ...

ACKNOWLEDGEMENT
 BEFORE ME, the undersigned, a Notary Public in and for the State of ... on this ... day of ... 2001, the above named person, ... personally appeared ... known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. I certify that the execution of the foregoing instrument was voluntary and that the person named therein is the person whose name is subscribed to the same.

NOTARY PUBLIC
 My Commission Expires ...



CERTIFICATE OF COURT
 APPROVED BY THE COMMISSIONERS COURT OF THE COUNTY OF ...

COUNTY JUDGE

COMMISSIONER

COMMISSIONER

Declar F-16

#7

THE STATE OF TEXAS §
COUNTY OF POLK §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT FOR GRANT ADMINISTRATION SERVICES

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

A 2001 Community Development Water System Improvements Project funded by the U S Department of Housing and Urban Development under Title I of the Community Development Act of 1974, (P L 95-128), as amended awarded to said Client for a Water System Improvements Project.

The Client and the Consultant agree as follows

SECTION ONE SCOPE AND EFFECT

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

1 2 This Agreement becomes of full force and effect on the 24th day of April, 2001 and shall continue through the program period of the Grant.

SECTION TWO PROFESSIONAL SERVICES FEE

2 1 For services necessary to provide for environmental assessment, technical assistance and training as described in Section 4, Compensation shall be computed on a lump sum basis of \$32,000 00 as per Attachment B

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

SECTION THREE MATERIAL CHANGE IN SCOPE OF PROJECT

3 1 The Client and the Consultant agree in accordance with the terms and conditions of this Agreement that the scope of the Project may not be materially changed by actions of the Client, or the U S Department of Housing and Urban Development without the prior agreement, in wrting, being first obtained from the Consultant, as to the compensation to be paid to the Consultant.

SECTION FOUR PROFESSIONAL SERVICES - ADMINISTRATION

4.1 ENVIRONMENTAL ASSESSMENT

- 1) The Consultant shall conduct the Client's environmental assessment where such assessment is required
- 2) The Consultant shall prepare and maintain the environmental review record
- 3) The Consultant shall prepare addenda to the environmental assessment where needed

4.2 ADMINISTRATIVE SERVICES

- 1) The Consultant shall establish and assist in maintaining or maintain all necessary records required by the Texas Department of Housing and Urban Development in the administration of the Grant and provide such controls as are necessary to ensure that all expenditures and contracts conform to are within and are authorized by the applicable laws grant documents and federal/state/local regulations
- 2) The Consultant shall recommend and monitor procedures as to cost principles applicable to grants from the Federal Government as defined in Federal Management Circular 74-4 as prescribed by the Department of Housing and Urban Development
- 3) The Consultant shall establish and monitor procedures to comply with the required administration and enforcement of labor standards (See Attachment C)
- 4) The Consultant shall prepare for the Client the required Performance Reports
- 5) The Consultant shall aid the Client in responding to government audit findings should they occur
- 6) The Consultant shall maintain liaison with the U.S. Department of Housing and Urban Development on matters pertaining to the CDBG process
- 7) The Consultant shall aid the Client in the scheduling of projects
- 8) The Consultant shall aid the Client in the selection of other professionals where needed
- 9) The Consultant shall aid the Client in monitoring the contractual arrangements with other professionals
- 10) The Consultant shall design and monitor the Community Development Grant Program
- 11) The Consultant shall establish an Environmental Review Record including addendums to the

Environmental Assessment where needed

12) The Consultant shall assist in identifying recording and responding to citizen complaints concerning the CDBG Program

13) The Consultant shall assist in implementation of Citizens Participation as required

14) The Consultant shall establish and assist in carrying out a process for acquiring land for housing sites and easements for such activities as water lines sewer lines sidewalks drainage improvements, streets and park development in order to accomplish the objectives of the Grant where needed

15) The Consultant shall assist the Client in meeting the Equal Opportunity requirements of the Grant

16) Prepare construction contracts which comply with Federal regulations Examples are Conflict of Interest, Access to Records Copeland and Anti-kickback Act, Safety Standards Architectural Barriers Flood Insurance Clean Air and Water Act (if contract over \$100,000), HUD Handbook (6500 3), OMB Circular A-102, Attachment O, Section 3, Section 109 Title VI, Civil Rights Act, EO 11246 (if contract over \$10,000), Section 503 etc

17) Obtain contractor and subcontractor clearance from the State

18) Check weekly payrolls to ensure compliance with Wage Decisions Conduct on-site interviews and compare the results with appropriate payrolls

19) Monitor construction to ensure compliance with Equal Opportunity and Labor Standards Provisions

4.3 TECHNICAL ASSISTANCE AND TRAINING

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

SECTION FIVE RESPONSIBILITIES OF THE OWNER

- 5 1 The Client shall cooperate in implementing the Citizens' Participation Plan
- 5 2 The Chief Executive Officer shall execute all required certifications
- 5 3 The Client shall furnish such legal, accounting and auditing services as may be necessary for the Process
- 5 4 The Client shall act timely on all resolutions so as not to delay project completion
- 5 5 The Client shall be responsible for local zoning regulations

SECTION SIX PAYMENTS TO THE CONSULTANT

- 6 1 Payment to the Consultant for services in 4 1, 4 2 and 4 3 shall be based upon receipt of Federal funds from the Community Development Block Grant Program and Administered by the U S Department of Housing and Urban Development and shall be made as follows
 - (a) Payments - Upon receipt of authorization of the Grant from the U S Department of Housing and Urban Development, the Consultant shall bill the Client on completion of project milestones per agreed percentage of the maximum amount of \$32,000 00 (See Attachment B)
 - (b) No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractors
 - (c) If the Project is suspended for more than three months or abandoned in whole or in part the Consultant shall be paid his compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment together with Reimbursable Expenses then due and all termination expenses as defined in Section Eight resulting from such suspension or abandonment If the Project is resumed after being suspended for more than three months the Consultant's compensations shall be subject to renegotiation

SECTION SEVEN - CONSULTANT'S ACCOUNTING RECORDS

- 7 1 Records of Reimbursable Expenses shall be kept on a generally recognized accounting basis and shall be available at mutually convenient times

SECTION EIGHT - TERMINATION OF AGREEMENT

- 8 1 This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination The Consultant shall be paid all compensation for services performed and reimbursement

expenses through the date of termination

8 2 In the event of termination through no fault of the Consultant, the Consultant shall be paid his compensation for services performed to termination date Reimbursable Expenses then due and termination expenses

8 3 Termination Expenses are defined as those expenses directly attributable to termination

SECTION NINE OWNERSHIP OF DOCUMENTS

9 1 Drawings and Specifications and Studies as instruments of service are and shall remain the property of the Client whether the project for which they are made is executed or not

SECTION TEN SUCCESSORS AND ASSIGNS

10 1 The Client and the Consultant each bind themselves, their partners successors assigns and legal representatives to all the terms conditions and covenants of this Agreement Neither the Client nor the Consultant shall assign sublet or transfer his interest in this Agreement without the written consent of the other, except assignment by Consultant to a corporation wholly owned by principals shall be permitted

SECTION ELEVEN ARBITRATION

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

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

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

SECTION TWELVE. EXTENT OF AGREEMENT

12 1 This Agreement represents the entire and integrated Agreement between the Client and the Consultant

either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

SECTION THIRTEEN. GOVERNING LAW

13.1 Unless otherwise specified, this Agreement shall be governed by the laws of Texas.

SECTION FOURTEEN. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement,

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

SECTION FIFTEEN. SPECIAL PROVISIONS ATTACHMENT A

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

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

SIGNED AND ENTERED INTO THIS THE 24th DAY OF April, 2001

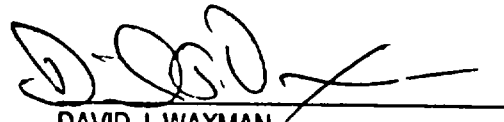
CLIENT

CONSULTANT

COUNTY OF POLK, TEXAS

DAVID J. WAXMAN, INC

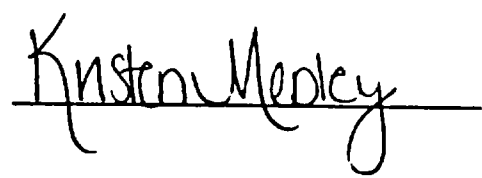

JOHN P. THOMPSON
COUNTY JUDGE


DAVID J. WAXMAN
PRESIDENT

ATTEST

ATTEST





TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT ENGINEERING AND/OR ARCHITECTURAL SERVICES

- 1 Termination of Contract for Cause If through any cause the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract or if the Firm shall violate any of the covenants, agreements or stipulations of this Contract the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof at least five days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall at the option of the City/County become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due the City/County from the Firm is determined.
- 2 Termination for Convenience of the City/County The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
- 3 Changes The City/County may from time to time request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm shall be incorporated in written amendments to this Contract.
- 4 Personnel
 - a The Firm represents that he/she has or will secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be performed by written contract or agreement and shall be subject to each provision of this Contract.
- 5 Assignability The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City/County thereto. Provided, however, that claim for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
- 6 Reports and Information The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work covered hereunder.

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

- 7 Records and Audits The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87 Section 570.490 of the Regulations and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for participants in or beneficiaries of the funds provided under this Contract. City/County shall retain such records and any supporting documentation for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
- 8 Findings Confidential All of the reports, information, data, etc. prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
- 9 Copyright No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
- 10 Compliance with Local Laws The Firm shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 11 Equal Employment Opportunity During the performance of this Contract, the Firm agrees as follows:
 - a The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The Firm will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, handicap, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
 - b The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap, or national origin.
 - c The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d The Firm will include the provisions a through c in every subcontract or purchase order unless exempted.
- 12 Civil Rights Act of 1964 Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 13 Section 109 of the Housing and Community Development Act of 1974
 - a No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

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

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

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

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

ATTACHMENT B

COUNTY OF POLK
2001 COMMUNITY DEVELOPMENT BLOCK GRANT
WATER SYSTEM IMPROVEMENTS

The COUNTY OF POLK, TEXAS shall reimburse DAVID J WAXMAN, INC for Management Services provided for completion of the following Project items per the following percentages of the maximum contract amount of \$32,000 00. Payments shall be based on the percentage of work item completed.

<u>WORK ITEM</u>	<u>PERCENT OF CONTRACT</u>
1) Establishment of Recordkeeping System	15%
2) Environmental Assessment and Clearance	20%
3) Acquisition	5%
4) Bid/Contract Award Process	25%
5) Labor Standards Compliance Activities/Construction Activities	25%
6) Project Closeout Requirements/Letter of Closeout	10%
TOTAL LUMP SUM AMOUNT	\$32,000 00

ATTACHMENT C

APPOINTMENT OF LABOR STANDARDS OFFICER

TCDP Contract No FY 2001 TCDBG Locality County of Polk

I John P. Thompson hereby appoint Beth Waxman
(Pnnt Mayor/County Judge) (Pnnt Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under CHAPTER 7 of the Texas Community Development Program Project Implementation Manual

Appointed Labor Standards Officer Beth Waxman

Address P.O. Drawer 900

City Jasper State Texas Zip 75951

Telephone Number (409) 384-3458

I acknowledge the appointment and duties of Labor Standards Officer

Signature _____ Date _____
(Labor Standards Officer)

Appointed by John P. Thompson Title County Judge
(Pnnt Mayor/County Judge)

Signature *John P. Thompson* Date 4/21/01

April 24 2001

BUDGET REVISION
#2001 14

POLK COUNTY
By: Bill Law County Auditor

Fund Account	Description	Increase	Decrease	Comments	Budget	Budget	Change
010-300-512	SCAAP Fed Aven Assistance Prog)	3,239.00			0.00	3,239.00	3,239.00
010-370-695	Tobacco Settlement	-39,175.45		Federal Assistance less fee due Vertex	50,000.00	89,175.45	39,175.45
010-401-352	Contingencies		5,778.80	Current Year Participation	54,500.00	26,491.88	28,008.12
010-401-530	Courthouse Planning	1,078.80		To cover expenses	50,000.00	58,137.18	8,137.18
010-409-573	Courthouse Capital Project	4,700.00		To cover expenses	0.00	507,819.00	507,819.00
010-456-427	Travel/Training		125.00	Placement Fees	1,000.00	875.00	125.00
010-511-450	Repair/Replacement/Bldgs	572.27		To transfer to Constable #2 telephone	83,700.00	73,577.39	10,122.61
010-511-573	Capital Outlay		572.27	per Maintenance Engineering Director	10,000.00	31,946.87	21,946.87
010-552-427	Travel/Training		365.02	Air Handler at old hospital	2,000.00	1,634.98	-365.02
010-552-423	Mobile Phone	125.00		To cover expenses	0.00	125.00	125.00
010-552-300	Uniforms	110.77			375.00	485.77	110.77
010-552-572	Radio/Office Equipment	254.25			2,500.00	2,754.25	254.25
010-551-427	Travel/Training		181.45	To cover expenses	0.00	1,818.55	1,818.55
010-551-300	Uniforms	181.45			0.00	556.45	556.45
015-370-171	County Auction Sale	-2,250.00			0.00	2,250.00	2,250.00
015-370-173	County Auction Sale	39,913.65		Sale Receipts	0.00	39,913.65	39,913.65
015-370-174	County Auction Sale	-4,110.30			34,000.00	36,250.00	2,250.00
015-621-330	Fuel/Oil	2,250.00		per Commissioner Willis request	35,000.00	38,901.57	3,901.57
015-623-330	Fuel/Oil	11,413.65		per Commissioner Purvis request	10,000.00	9,087.50	-912.50
015-623-337	Material/Supplies	2,500.00			1,350.00	2,510.70	1,160.70
015-623-338	Culverts	500.00			27,800.00	24,320.15	-3,479.85
015-623-339	Constr/Materials	5,000.00			10,000.00	6,293.48	-3,706.52
015-623-354	Trees / Types	2,500.00			2,000.00	2,850.00	850.00
015-623-420	Telephone	1,000.00			3,000.00	3,000.00	0.00
015-623-423	Mobile Phones	1,000.00			3,000.00	3,188.23	688.23
015-623-440	Electricity	1,000.00			20,000.00	64,285.42	44,285.42
015-623-456	Parts/ Repairs	15,000.00			65,000.00	73,078.30	8,078.30
015-624-339	Constr/Materials	4,110.30			0.00	3,422.70	3,422.70
032-370-175	County Auction Sale	-3,422.70		Sale Receipts	0.00	50,071.25	50,071.25
032-342-600	Insurance Proceeds	-50,071.25		Damage from oil fire	105,206.00	154,277.25	49,071.25
032-595-456	Parts / Repairs	49,071.25	4,180.30	per Mr. Richardson request	32,000.00	25,519.70	-6,480.30
032-595-387	Hydromuch Expenditures	1,000.00			2,000.00	3,000.00	1,000.00
032-595-311	Postage / Box Rent	1,000.00			0.00	3,000.00	3,000.00
032-595-315	Office Supplies	1,000.00			6,000.00	7,500.00	1,500.00
032-595-420	Telephone	1,000.00			0.00	7,500.00	7,500.00
032-595-573	Capital Outlay	5,603.00			0.00	8,603.00	8,603.00
		11,202.84	11,202.84				

Approved By
Date 4/24/01



April 24, 2001

Budget Revision
#2000-35

POLK COUNTY
By Bill Law County Auditor

8
THW

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-132-000	Due from Records Mgt	8 750 00			0 00	51 579 13	51 579 13
007 207-010	Due to General Fund	-8 750 00		Record transaction to transfer funds	0 00	51 579 13	51 579 13
	Total	0 00	0 00				

Approved By



Date 4/24/01

CHECK # 157725

BAKI ACCT MAIN
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 *****264 50

HYATT REGENCY

AUSTIN TX



CHECK # 158245

BANK ACCT MAIN 04/10 2001 \$74 90
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*****74 90

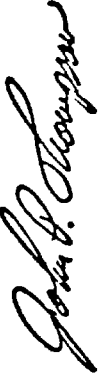
BASKINS

1600 FINANCIAL PLAZA DR
MUNTSVILLE TX 77340

CHECK # 158245

010-560-300 GENERAL FUND 49 90
010 560 300 GENERAL FUND 00373 25 00

*** VOID *** VOID *** VOID *** VO D *** VOID *** VO D ***
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CHECK # 158675

BAI: AGLT MAIN 04/10 2001 \$21.99
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*****91 99

TEXAS PARKS & WILDLIFE

AUSTIN TX

CHECK # 158675

068-207-850 JUDICIARY FUND PAV 47 39
068 207 850 JUDICIARY FUND PAV 44 60
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	35 206 92
015	ROAD & BRIDGE ADM	2 178 55
027	SECURITY FUND	108 0
032	ENVIRONMENTAL SERV CES	1 635 48
048	DISTRICT ATTY SPECIAL FUND	18 0
049	DISTRICT ATTY HOT CHECK FUND	104 87
051	AGING DEPT	1 062 10
083	MUSEUM OPERATING FUND	10 99
088	JUDICIARY FUND	4 074 95
101	ADULT SUPERVISION	849 22
104	DTP CSR	9 33
108	CCP SURVEILLANCE	47 05
109	SPECIALIZED CASELOAD CCP	44 04
184	JUVENILE PROBATION	115 93
185	CCAP JUVENILE PROBATION	272 03
	TOTAL OF ALL FUNDS	45 738 36

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	D	DEBURSEMENTS
010 GENERAL FUND		8 132 65
015 ROAD & BRIDGE ADM		22 705 11
032 ENVIRONMENTAL SERVICES		10 788 58
TOTAL OF ALL FUNDS		41 626 34

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 BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	58 867 94
015 ROAD & BRIDGE A/M	1 073 78
027 SECURITY FUND	30 00
032 ENVIRONMENTAL SERVICES	215 55
051 AGING DEPT	25 00
101 ADULT SUPERVISION	1 270 02
108 CCP SURVEILLANCE	288 01
109 SPECIALIZED CASELOAD CCP	83 34
184 JUVENILE PROBATION	161 34
185 CCAP JUVENILE PROBATION	436 02
TOTAL OF ALL FUNDS	62 451 00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED

W H LAM COUNTY AUDITOR

JOHN P THOMPSON COUNTY JUDGE

John P. Thompson

DATE 04/11/2001 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1
REF # VEN # VENDOR NAME AMOUNT
ACH170 FIRST STATE BANK \$65 849 66
ACH171 POLK CO PAYROLL ACCT \$192 352 60
TOTAL AMOUNT \$258 202 26

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1 542 00
TOTAL OF ALL FUNDS	1 542 00

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6 624 84
05 ROAD & BRIDGE ADM	702 61
032 EMERGENCY SERVICES	786 32
051 AGING DEPT	938 82
061 SEPT SERVICE FUND	18 690 77
088 JUDICIARY FUND	142 17
TOTAL OF ALL FUNDS	29 885 53

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
090 DRUG FORFEITURE FUND	500 00
TOTAL OF ALL FUNDS	500 00

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

W H Law

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

John P Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
049 DISTRICT ATTORNEY CHECK FUND	209 36
TOTAL OF ALL FUNDS	209 36

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

W H LAM



COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPT	DISBURSEMENTS
649	DISTRICT ATTY HOT CHECK FUND	166 68
	TOTAL OF ALL FUNDS	166 68

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

W H LAM



COUNTY ATTORNEY

JOHN P THOMPSON

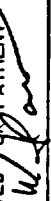



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	9 411 75
TOTAL OF ALL FUNDS	9 411 75

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

W H LAW 
 COUNTY AUDITOR
 JOHN P THOMPSON 
 COUNTY JUDGE

ADDITIONAL

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	568 25
TOTAL OF ALL FUNDS	568 25

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION D. DISBURSEMENTS

02B POLK COUNTY HISTORICAL COMM 604 17

TOTAL OF ALL FUNDS 604 17

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

ADDITIONAL

ADDITIONAL

DATE 04/20/2001 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH172		TEXPOOL	\$9 161 00
		TOTAL AMOUNT	\$9 161 00

John P. Thompson



VOICE RESPONSE UNIT (VRU)
Touch Tone Phone System

TRANSACTION WORKSHEET

VRU Telephone Number 1-888-839-4878

To start your transaction, enter your 5-digit Location Number and your 4-digit PIN Number followed by the # key

Date Transaction Entered 4-10-01 Location Number 18777

TYPE OF TRANSACTION (code)

A Wire Deposit Wire Withdrawal or Interfund transfer that meets the deadlines will be for same day settlement. An ACH Deposit or ACH Withdrawal that meets the deadlines will be for next day settlement. It is necessary to submit wire instructions to your bank each time you complete a wire transfer to TexPool. It is not necessary to notify your bank for a ACH transfer to TexPool. All preload transactions will ask for a settlement date

Deposit

ACH (21#)

Wire (31#)

Preload ACH (521#)

Preload Wire (531#)

Series number 0150

Fund Number 000 plus #

Withdrawal

ACH (22#)

Wire (32#)

Preload ACH (522#)

Preload Wire (532#)

Series number _____

Fund number _____ plus #

Internal transfer
From

(41#)

Preload (541#)

Series number _____

Fund number _____ plus #

To

Series number _____

Fund number _____ plus #

Amount \$ 9161.00 #

(include cents)

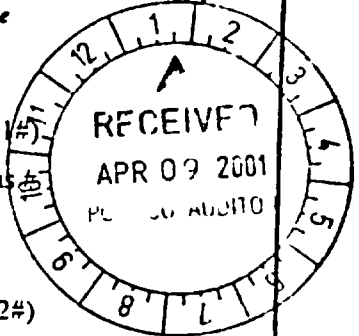
Settlement Date 4-10-01

Confirmation Number 04090045

Entered by Wheeler Time 8:46 am

Other Information _____

Drug Squeezing 090-151-300
C. Hamman, D. Redger, B. Scheraga



POSTED

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	70 574 16
015 ROAD & BP DGR ADM	9 315 06
027 SECLR TV FUND	216 39
032 ENVIRONMENTAL SERV CES	19 426 24
049 DISTRICT A-TY HOT CHECK FUND	102 96
051 AGING DEF	26 116 73
090 DRUG FORFEITURE FUND	115 25
093 CO CLERK RECORDS MGMT FUND	2 125 10
094 COUNTY RECORDS MGMT FUND	1 643 49
TOTAL OF ALL FUNDS	137 655 38

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

W M Law

W M LAW

COUNTY AUDITOR

JAMES P THOMPSON

COUNTY JUDGE

James P Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	504 00
032 ENVIRONMENTAL SERVICES	4 337 43
TOTAL OF ALL FUNDS	4 841 43

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



ADDITIONAL

Addendum Schedule of Bills for Court Dated 04/24/2001

FY 2001

Harrison Body Shop	\$2 403 80	RB # 3
N&I Texas County Judges & Comm	610 00	Co Judge
Hughes Oil Co	2,329 71	RB # 3
Texas Imaging Systemrs	210 49	JP # 3
R&R Enterprises	263 20	Custodial
Music Mountain	22 00	RB # 3
Armor Research	412 21	RB # 3
Matts	64 50	RB # 3
Rus Of Conroe	233 73	RB # 3
Anglin Tire Svc	87 50	RB # 3
Cleveland Asphalt	687 32	RB # 3
Ichnin s	4,922 60	RB # 3
Engle Tractor	216 21	RB # 3
Reinhardt Auto	334 55	RB # 3
East Texas Wrecking Yard	45 00	RB # 3
Texas Timberjack Inc	154 51	RB # 3
Curtis Jordan C&b Repair	4,305 00	RB # 3
Tendure Industries Inc	700 06	RB # 3
Commercial Billing Svc	55 32	RB # 3
Lawson Products	279 60	RB # 3
Bulldog Equipment	147 12	RB # 3
Hoot's Loader Svc	6,720 00	RB # 4
Long Ronnie/Century II Printing	55 00	Dist Clerk
Edsons Signs & Designs	637 80	RB # 2
Texas Automotive Parts	31 24	RB # 1
Texas Automotive Parts	12 38	RB # 2
Polk Co Publishing	36 75	Sheriff Dept
Best Air Conditioning	4,652 27	Temp Facility
Lawman Uniforms	605 00	Const # 1& 2
Brooks Coronado Associates	1,078 80	Master Planning
Hoot's Loader Svc	10,962 00	RB # 2
Bob Willis	800 06	RB # 1
Total	<u>47,029 67</u> ✓	

John P. Thompson

CHECK # 159151

BANK ACCT MAIN
 01/24/2001
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CONTROLLER OF PUBLIC ACCOUNTS

AUSTIN TX 78774-0100

CHECK # 159151

032-207-200 ENVIRONMENTAL SERVICES
 06 3/3 4 020 35
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ADDITIONAL

DATE APRIL 11 2001 THROUGH APRIL 24 2001

Item #10

NO	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
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DATE APRIL 11,2001 THROUGH APRIL 24 2001

NO	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(1)	JASON LEE	JAIL	#1066	LABOR	12(1) \$8.99	TRANSFER TO #1065 CORRECTIONS OFFICER RT 12/1 \$18,694.26
	PASKE		CORRECTIONS OFFICER	POOL	\$8.99	EFFECTIVE 04/12/01
(2)	DOROTHEA GENECE	SHERIFF	#1043	LABOR	11(1) \$8.56	NEW-HIRE
	VAIL		TELECOMMUNICATIONS OPER	POOL (-900)	\$8.56	EFFECTIVE 04/25/01
(3)	REGGIE	SHERIFF	#1037	REGULAR	16(3) \$23,904.53	PROMOTION #1036 SGT 18/1 \$23,110.81
	DAYS		DEPUTY SHERIFF PATROL	FULL TIME	\$23,904.53	EFFECTIVE 04/25/01
(4)	CHRISTI	JAIL	#1066	REGULAR	12(2) \$19,152.57	TRANSFER TO #1037 DEPUTY SHERIFF PATROL 18/1 \$22,746.89
	ROWE		CORRECTIONS OFFICER	FULL TIME	\$19,152.57	EFFECTIVE 04/25/01
(5)	JILL	DISTRICT	#1106	REGULAR	UNCLASSIFIED	RESIGNATION
	DRISCOLL	COURT	COURT REPORTER	FULL TIME	\$46,645.83	EFFECTIVE 04/08/01
(6)	MATHRYN DUANE	EMERGENCY MANAGEMENT	#102	FULL TIME	8(1) \$7.75	TRANSFER TO PERSONNEL LABOR POOL (-900) 8(1) \$7.75
	KUMBERLIN		SECRETARY	TEMPORARY	\$7.75	EFFECTIVE 04/12/2001
(7)	RANDAL	SHERIFF	#1038	REGULAR	16(3) \$26,399.06	RECLASSIFY TO #1035 DETECTIVE 18(3) \$26,399.06
	BRIDGES		SERGEANT	FULL TIME	\$26,399.06	EFFECTIVE 04/25/01
(8)	VENTA	WASTE MANAGEMENT	#906	REGULAR	12(1) \$8.99	NEW HIRE
	LEE		TRUCK DRIVER	PART TIME	\$8.99	EFFECTIVE 04/27/01

Additional

(9)						
(10)						
(11)						
(12)						
(13)						

Item # 11



POLK COUNTY, TEXAS

*Barbara Middleton
Polk County Clerk
P. O. Drawer 2119
Livingston, Tx 77351
Telephone (936) 327 6804*

April 24, 2001

*To Judge John P Thompson
& Commissioners Court*

*From Barbara Middleton
County Clerk*

*Several of the election judges and alternates have contacted me
and requested personnel changes for the May 5, 2001 "Special"
Bond Election I am submitting the names listed below as
substitutions for the following locations*

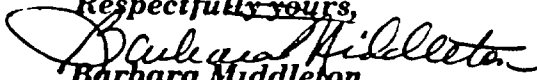
*Precinct #7 - City Hall -
Karen Coburn, as alternate*

*Precinct #11 - Barnum Bapt Church -
Noel Proctor, as alternate*

*Precinct #14 - Indian Springs -
Joe Roeder, Sr as Judge &
Maylene Wilkerson, as alternate*

*Precinct #20 - Escapee's Care Center -
Betty Mobry as Judge &
Ray Gearing as alternate*

Thank you for your attention to this matter

*Respectfully yours,

Barbara Middleton
County Clerk & Election Administrator*

Item #13

VOL

47 PAGE 568



FIRST STATE BANK

LIVINGSTON TEXAS-(936) 327-5211
SHEPHERD TEXAS-(936) 628-3347
ONALASKA, TEXAS-(936) 646-6600

PREAUTHORIZED TRANSFER OF ELECTRONIC DEBITS AND / OR CREDITS AGREEMENT

This agreement is entered into this 5th day of April, 2001 by and between Polk County (hereinafter called the "Company") and First State Bank of Livingston, Livingston, Texas (hereinafter together with its parent corporation called the "Bank")

WITNESSETH

WHEREAS, the Company is a County Agency authorized to do business in the State of Texas; and

WHEREAS, the Company has requested the Bank to permit it to initiate or arrange for the initiation of electronic debit and / or credit entries to be processed by and through the Bank and

WHEREAS the Bank is willing to accommodate the Company by processing for ultimate delivery to other participant banks and financial institutions the electronic entries by means of its correspondent banks, the Southwestern Automated Clearing House Association ("SWACHA"), and / or the National Automated Clearing House Association ("NACHA") to the accounts of the Company's employees or customers (hereinafter together called the "Customers(s)", unless otherwise indicated) at such participant financial institutions, and

WHEREAS the Bank is willing to process and transmit the Company's electronic debits and / or credit entries subject to the following terms and conditions

NOW THEREFORE, in consideration of the mutual premises contained herein, the Company and the Bank agree as follows

- 1 The Company will prepare and submit all electronic entries to the Bank in accordance with the agreed upon specifications and schedules. The Company will be responsible for the correctness, both as to content and form, of all information submitted to the Bank. If any information is not readable, out of balance, or unable to be processed, it is the responsibility of the Company to correct and resubmit the information to the Bank.
2. Except as otherwise provided in paragraphs (3) and (4), the Bank will transmit and process the electronic entries initiated by the Company in accordance with the rules of SWACHA and/or NACHA as are currently in effect and as amended from time to time ("Rules"). The Company agrees to be bound by and held subject to the Rules as well as the provisions contained in the Agreement. A copy of the Rules is available to the Company upon request.
- 3 With respect to "on us" electronic debit and / or credit entries the relationship between the Bank and the Company will be governed by the Rules and, to the extent applicable, the Bank agrees to assume all the rights and obligations of both an "Originating Bank" and a "Receiving Bank", and the Company agrees to assume the rights and obligations of a

"Company" as all such terms are defined within the Rules. The Company agrees to make the same warranties to the Bank, as the Bank would be required to make pursuant to the Rules were the Bank an "Originating Bank"

- 4 In the event that the operating rules of a local or regional automated clearing house, or the arrangements between the Bank and a Correspondent bank, are more restrictive than, or are at variance with, the Rules, the Company agrees to be bound by such more restrictive or varying rules
- 5 The Company will maintain a demand deposit account (hereinafter called the "Company Account") with the Bank to which the Bank will credit amounts received in collection of electronic debit entries. All such credits are provisional and the Bank may charge the Company Account, as well as any other account of the Company with the Bank for the amount of a returned or rejected electronic debit entry. Company authorizes the Bank to debit the Company Account of the day the returned or rejected electronic debit entry is received by the Bank or thereafter. Company warrants that it shall, maintain a sufficient balance in the Company Account to cover returned or rejected electronic debit entries. Company will pay to Bank the amount of any returned or rejected electronic debit entry which for any reason cannot, in part or in whole, be debited against the Company Account. Bank may require Company to maintain a minimum balance sufficient to cover returned or rejected electronic entries
- 6 The Bank is not obligated to process any electronic credit entry unless the Company Account contains a balance in collected funds sufficient to pay all electronic credit entries submitted by the Company. If the Bank should elect to process any electronic credit entry for which it has not received final settlement, the amount of such entry, at the option of the Bank, shall therefore become immediately due and payable by the Company to the Bank, and the Bank shall have the right to charge the amount thereof to the Company Account or claim a refund from the Company
- 7 The Company will compensate and agrees to pay the Bank for providing the services indicated herein in accordance with the fee schedule. These fees may be changed from time to time by the Bank upon written notice to the Company. The Bank may charge the Company Account, as well as any other account of the Company with the Bank, for any such charges or fees.
- 8 The Company will not initiate an electronic credit and/or debit entry with respect to any Customer until the Company has obtained the written authorization (hereinafter called the "Authorization") of such Customer to do so and, in the case of electronic debit entries, has complied with the further requirements of paragraph (11) hereunder. The Authorization shall be in a form acceptable to the Bank. The Company will retain the original or a copy of the Authorization received by the Company as prescribed in the Rules. The Company upon the Bank's request, will furnish the Bank with original or a copy of the Authorization. In addition, the Company agrees to notify the Bank at least 10 calendar days in advance of its initiation of an electronic debit entry or credit entry to the account of a customer for the first time. Such notice shall contain the information prescribed in the Rules. The Company agrees to strictly comply with the provisions of this paragraph and the Company understands that the Bank will be relying upon such promise in order that the Bank may comply with the Federal and State laws and regulations in respect of electronic funds transfers
- 9 The Bank shall not generate advices of electronic debits and/or credits against accounts of Customers maintained with the Bank except to the extent it is required to do so. In the event that the Company initiates credit entries representing the payment of salary or wages to the accounts of its employees, the Company agrees to furnish each employee with a detailed

statement of earnings no later than the day said employee's account is due to be credited by the Bank.

- 10 Should the Company wish to change the amount or date of billing of an electronic debit entry in respect of any Customer, it shall mail or deliver written notice to the Customer 10 days before such electronic debit entry is to take place, advising the Customer as to the amount and the scheduled date of the electronic debit entry; provided, however should the Company inform a Customer of his/her right to receive notice of all electronic debit entries varying in amount, such Customer may elect to receive notice only when an electronic debit entry does not fall within a specified range of amount (which shall in all respects be reasonable) or alternatively, only when an electronic debit entry, however shall be mailed or delivered to the Customer under all circumstances. The company agrees to comply strictly with the provisions of this paragraph, and the company understands that the Bank will be relying upon such promise in order that the Bank may comply with Federal and state laws and regulations in respect of electronic funds transfers.
- 11 The Company represents and warrants to the Bank that, in cases of electronic debit entries
 - (i) each electronic entry initiated by the Company is for a sum due and owing the company directly or as an authorized agent.
 - (ii) the Company has received a signed written agreement from the Customer with a copy thereof given to the Customer, authorizing the Company to make prearranged debits from the Customer's account (hereinafter as above, called the "Authorization")
 - (iii) each electronic entry initiated by the Company is in accordance with a valid Authorization held by the Company, and the company has complied with the Rules with respect to same, including retention of the original or a copy of each Authorization,
 - (iv) the Company is solely responsible for and is complying with the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, in particular sections 205.10 (b) and (d), as currently in effect and as amended, and
 - (v) at the time an electronic entry is processed by the Bank and any receiving bank, the Authorization has not been terminated with respect to such electronic entry provided however, that this latter warranty shall not apply if at the time of processing the electronic entry the receiving bank has actual knowledge of a termination of the Authorization
12. The Company hereby agrees to indemnify and hold harmless the Bank against and in respect of any claim demand, proceedings, losses, liabilities, expenses (including attorney's fees), and damages, including consequential special and punitive damages, to comply with (a) this Agreement, including any breach of its warranties hereunder (b) the Rules and (c) any other agreement(s) between the Company and Customer
- 13 The Bank may transmit the electronic credit and/or debit by tape-to-tape communication or by such other means as the Bank deems appropriate to convey the company entries. The Bank shall not be liable for interruption of communication facilities, errors in transmission suspension in payments by another financial institution, war emergency conditions acts of God, or any similar or dissimilar causes beyond the reasonable control of the Bank.

AUTHORIZATION AGREEMENT FOR CREDIT/DEBIT ENTRIES

.....

I hereby authorize _____ to initiate credit/debit (not to exceed \$ _____) entries to my checking account indicated below and the Depository named below, to credit/debit (not to exceed \$ _____) the same account:

Depository (bank) Name _____

City _____ State _____ Zip _____

Transit/ABA No _____ Account _____

This authority is to remain in force and effect until _____ and Depository have received written notification from me of this termination in such time and in such manner as to afford _____ and Depository opportunity to act on it.

Name _____
(please print name above)

Date _____ Signature _____

.....

Please supply a VOIDED BLANK CHECK for the account you want to be credited/debited (not to exceed \$ _____) to be used for proper identification of Depository