

POLK COUNTY COMMISSIONERS COURT

May 22, 2001 10 00 a.m. **2001-049**

Polk County Courthouse, 3rd floor
Livingston, Texas

NOTICE

is hereby given that a regular meeting or 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 Recognition of Scholarship recipients
- 4 APPROVAL OF MINUTES of the Meeting of May 8 2001 (Regular)

OLD BUSINESS

5 CONSIDER INFORMATION RECEIVED PERTAINING TO PCT 3 EQUIPMENT PURCHASE

NEW RUSINESS

- 6 CONSIDER APPROVAL OF ANGFLINA COUNTY JUVENIL E DETENTION CONTRACT
- 7 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO PROPOSALS FOR AUCTIONEERING SERVICES RI LA FED TO ABSOLUTE TAX SALE SCHEDULED FOR AUGUST 4th 2001
- 8 CONSIDER APPROVAL OF SHERIFF S DLPARTMENT REQUEST FOR INTERGOVERNMENTAL AGREEMENT WITH SAN JACINTO COUNTY FOR ANIMAL SHELLER SERVICES
- 9 CONSIDER APPOINTMENT OF PERSONNEL OFFICER TO FILL VACANCY CREATED BY RETIREMENT OF BILLY RUNDELL
- 10 CONSIDER RENEWAL OF POLK COUNTY SCHOOL LAND SURFACE LEASES
- 11 CONSIDI R APPROVAL OF CERTAIN MATTERS PERTAINING TO WASTE MANAGEMENT AS REQUESTED BY ADMINISTRATOR
 - A AUTHORIZATION TO REQUEST BIDS FOR THE PURCHASE/LEASE OF I(ONE) NEW OR USED EXCAVATOR FOR USE IN LANDELLE OF RATIONS.
 - B ALL ROVAL OF A GENERIC LANDEILE DISPOSAL CONTRACT FORM FOR USE BY THE POLK COUNTY WASTE MANAGEMENT CENTER.
 - C. ALL ROVAL OF A CONTRACT BETWEEN PROSTAR WASTE LLC AND POLK COUNTY FOR LANDHILL DISLOSAL SERVICES.
 - D AUTHORIZATION FOR THE EXPENDITURE OF WASTE MANAGEMENT CONTINGENCY FUNDS FOR THE RELEAGEMENT OF THE STATIONARY COMPACTOR AT THE HWY 190 CITIZEN COLLECTION STATION
 - E CONSIDER PREVENTATIVE MAINTENANCE AGREEMENT FOR SERVICE ON LANDI ILLE EQUIPMENT
- 12 CONSIDER APPROVAL TO SUBMIT REQUEST TO STATE COMPTROLLER FOR UNCLAIMED RURAL LEFCTRIC COOPERATIVE CAPITAL CREDITS
- 13 CONSIDER APPROVAL OF RESOLUTION SUPPORTING DETCOG S PROCLAMATION OF CHILDREN HEALTH INSURANCE PROGRAM (CHIP) DAY
- 14 APPROVE COUNTY TREASURER S 2nd QUARTER REPORT FY2001 (JAN-FEB MARCH)

CONSIDER APPROVAL OF SCHEDULE OF BILLS

APPROVE PERSONNEL ACTION FORMS

19-ADJOURN

Posted May 16, 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, May 16, 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

1



COMMISSIONERS COURT of Polk County,

County Courthouse, 3rd floor Livingston, Texas

ADDENDUM to Posting # 2001-049

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for May 22, 2001 at 10 00 A M

AMEND TO ADD,

17 CONSIDER APPROVAL OF BUDGET AMENDMENTS

18 CONSIDER ACCEPTANCE OF CERTAIN ROADS FOR COUNTY MAINTENANCE WITHIN PUTNAM'S LANDING

Dated Friday, May 18, 2001

Commissioners Court of Polk County, Texas

In P. Olioupour

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 May 18 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 Thelang Walki Deputy

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STATE OF TEXAS

DATE MAY 22, 2001

COUNTY OF POLK 1

REGULAR CALLED - MEETING
All members present

"COMMISSIONERS COURT" AGENDA #2001-049

BE IT REMEMBERED ON THIS THE 22nd DAY OF MAY, 2001 THE HONORABI F 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 " HUBFRT - COUNTY COMMISSIONER PCT #4,
BARB ARA MIDDLETON COUNTY CLERK & BILL LAW - COUNTY AUDITOR,
THE FOLI OWING AGENDA ITEMS, ORDERS, AND DECRELS WERE DULY
MADE CONSIDERED & PASSED

1 WELCOME AND CALLED TO ORDER BY JUDGE JOHN THOMPSON AT 10 00 A M OPENING PRAYER WAS DELIVERED BY REV WAYNE ALFORD OF BLANCHARD BAPTIST CHURCH

3 INFORMATIONAL REPORTS

A POLK COUNTY'S DELINQUENT TAX ATTORNEY'S AWARD A \$500 00 TO E ACH SCHOOL DISTRICT WITHIN THE COUNTY RECOGNITION OF SCHOLARSHIP RECIPIENTS FOR FY-2000/2001 ARE EMILY RICE LIVINGSTON IS D TIFFANY MAHAN - BIG SANDY IS D NICOLE FERGUSON CORRIGAN/ CAMDEN IS D JOE HENDERSON GOODRICH IS D VALERIE SHORES - LEGGETT IS D

2 PUBLIC COMMENTS

A RUSS MOSHER MADE COMMENTS REGARDING RENOVATION PROJECT PROPOSED BY THE COUNTY RECENTLY HE SAID HIS APPRAISED VALUE ON HIS PROPERTY HAD INCREASED BY 50% HE ASKED IF THIS NEW TAX DOLLAR AMOUNT COULD BE SPENT FOR THE NEEDED RENOVATION PROJECT

3 INFORMATIONAL REPORTS

- B JAMES RICHARDSON REPORTED ON A RECENT TRAINING SESSION FOR WASTE MANAGEMENT EMPLOYEES MARK ROTH OF GOLDER & ASSOC GAVE AN UPDATE REPORT ON THE FUTURE EXPANSION OF LANDFILL, TARGETED DATE OF AUGUST 31, 2001
- C COMMISSIONER HUBERT COMMENTED ON THE STATEMENTS MADE BY RUSS MOSHER HE SAID THE APPRAISED TAX (VALUE) AMOUNT OF INCREASE IS NOT THE SAME AS THE COMMISSIONERS COURT INCREASING TAXES THEY ARE TWO SEPARATE ENTITIES

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- D JUDGE THOMPSON RECOGNIZED THE LOCAL BASEBALL TEAMS THAT HAVE MADE THE PLAYOFFS
- E JUDGE THOMPSON RECOGNIZED A MEMBER OF POLK COUNTY CHAMBER OF COMMERCE LEADERSHIP CLASS
- F LESTER TATUM CONSTABLE PRECINCT #1 REPORTED TO THE COURT ON LAST MONTHS BAILIFF DUTIES & CIVIL PROCESS SERVICE FOR HOT CHECK CASES HE IS REQUESTING AN APPOINTMENT OF A "RESERVE DEPUTY" TO HELP WITH BAILIFF DUTIES AND PROCESS SERVING WHEN HE IS UNAVAILABLE NO ACTION WAS TAKEN ON TODAY'S AGENDA
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL OF MINUTES OF THE MAY 8, 2001 (REGULAR) MEETING ALL VOTING YES
- 5 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO "DELETE" ITEM #5, CONSIDER INFORMATION RECEIVED PERTAINING TO PCT #3 EQUIPMENT PURCHASE ALL VOTING YES
- 6 MOTIONED BY R "Dick" HUBERT, SECONDED BY BOB WILLIS, TO APPROVE ANGELINA COUNTY JUVENILE DETENTION CONTRACT ALL VOTING YES (SEE ATTACHED)

COMMISSIONER HUBERT EXCUSED HIMSELF FROM THE COURTROOM, FOR THE NEXT AGENDA ITEM, HAVING FILED THE APPROPRIATE AFFIDAVIT

7 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO AWARD PROPOSAL FOR AUCTIONEERING SERVICES TO DICK HUBERT AUCTION COMPANY (RELATED TO ABSOLUTE TAX SALE SCHEDULED FOR AUGUST 4th - 9 00 AM IN LIVINGSTON HIGH SCHOOL) ALL VOTING YES (SEE ATTACHED)

COMMISSIONER HUBERT RETURNED TO THE COURTROOM

- 8 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R R "Dick" HUBERT, APPROVAL OF SHERIFF'S DEPARTMENT REQUEST FOR INTER-GOVERNMENTAL AGREEMENT WITH SAN JACINTO COUNTY FOR ANIMAL SHELTER SERVICES
 ALL VOTING YES (SEE ATTACHED)
- 9 JUDGE THOMPSON ASKED FOR NOMINATIONS TO FILL THE VACANCY OF PERSONNEL OFFICER COMMISSIONER HUBERT NOMINATED JUDY ISAACS NOMINATIONS WERE CALLED FOR THREE TIMES NOMINATIONS CLOSED MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPOINT JUDY ISAACS AS PERSONNEL OFFICER TO FILL VACANCY CREATED BY RETIREMENT OF BETTY RUNDELL. ALL VOTING YES
- 10 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS, APPROVE RENEWAL OF POLK COUNTY SCHOOL LAND SURFACE LEASES, WITH 20° c INCREASE, IN THROCKMORTON COUNTY ALL VOTING YES

VOL

- 11 WASTE MANAGEMENT ADMINISTRATOR REQUEST
 - A. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE/LEASE OF (1) NEW OR USED EXCAVATOR FOR USE IN LANDFILL OPERATIONS ALL VOTING YES
 - B MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT TO TABLE ITEM #B ALL VOTING YES
 - C MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT TO TABLE ITEM #C ALL VOTING YES
 - D MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO AUTHORIZE THE EXPENDITURE OF WASTE MANAGEMENT CONTINGENCY FUNDS FOR THE REPLACEMENT OF THE STATIONARY COMPACTOR AT THE HWY 190 WEST CITIZEN COLLECTION STATION ALL VOTING YES
 - E MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE PREVENTATIVE MAINTENANCE AGREEMENT WITH MUSTANG FOR SERVICE ON LANDFILL EQUIPMENT ALL VOTING YES (SEE ATTACHED)
- 12 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL TO SUBMIT REQUEST TO STATE COMPTROLLER FOR UNCLAIMED RURAL ELECTRIC COOPERATIVE CAPITAL CREDITS
 ALL VOTING YES
- 13 MOTIONED BY JAMES J "Buddy" PURVIS SECONDED BY BOB WILLIS, TO APPROVE "RESOLUTION" SUPPORTING DETCOG'S PROCLAMATION OF CHILDREN HEALTH INSURANCE PROGRAM (CHIP) DAY ALL VOTING YES (SEE ATTACHED)
- 14 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE COUNTY TREASURER'S 2nd QUARTER REPORT FY2001(JAN FEB MAR) ALL VOTING YES (SEE ATTACHED)

15 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL & PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUMS ALL VOTING YES (SEE ATTACHED)

DATF	AMOUNT	CHECK NUMBERS
5 07 2001	(654 17)	Void Ck#158225
5 07 2001	(600)	Void Ck#159356
5 07 2001	(60 00)	Void Ck#159372
5 07 2001	\$ 71,266 19	159715 - 159763
5 09 2001	(207 00)	Void Ck#159181
5 09 2001	(- 238 00)	Void Ck#159223
5-09-2001	(-600)	Void Ck#159347
5 09-2001	\$ 86,244 29	159764 - 159802

DATE	AMOUNT	CHECK NUMBERS
5-09-2001	\$ 32,508 82	159803 - 159949
5-10 2001	\$ 250,166 30	Electronic Transfer Payroll
5 11 2001	\$ 20 876 21	454 1010 635 636 335 & 336
5-11 2001	(600)	Void Ck#158966
5-10 2001	(-4,959 00)	Void Ck#159795
5-10 2001	(-126 90)	Void Ck#159802
5 10 2001	\$ 4,626 90	159950 - 159951
5 10 2001	\$ 6,747 27	159952 - 159966
5-15 2001	\$ 90 43	159967
5-15 2001	\$ 19,466 49	159968 160173
5 21 2001	\$ 7 370 84	455 & 456, 637 643, 337
5 21-2001	\$ 275 800 65	160174 - 160402
5 22 2001	\$ 92 550 42	Adde ndum

- 16 MOTIONED BY JAMES J "Buddy" PURVIS SECONDED BY BOBBY SMITH,
 TO APPROVE PERSONNEL ACTION FORMS (REVISED LIST)
 ALL VOTING YES (SEE ATTACHED)
- 17 MOTIONED BY BOBBY SMITH SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE BUDGET AMENDMENTS #2001-16
 ALL VOTING YES (SEE ATTACHED)
- 18 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO ACCEPT CERTAIN ROADS IN PUTNAM'S LANDING SUBDIVISION, PER ATTACHED LIST WITH THE CONDITION THAT ALL ARE BROUGHT UP TO COUNTY SPECIFICATIONS, AND ACCEPT THE \$ 28,000 00 FROM THE PO.A. FOR PURCHASING ROAD MATERIALS (SEE ATTACHED)
- 19 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 22nd DAY OF MAY 2001, AT 10 59 A.M. ALL VOTING YES

JOHN P THOMPSON, COUNTY JUDGE

ATTEST

BARBARA MIDDLETON COUNTY CLERK C \WP51\COMMCRT 2001\MAY22 WPD Itentho

State of Texas

County of Angelina

CONTRACT AND AGREEMENT FOR DETENTION OF JUVENII E OFFENDERS

This Contract and Agreement made and entered into by and between the Juvenile Board of Angelina County acting by and through its duly authorized representatives, and through its Commissioners' Court and the Juvenile Board of Polk County acting by and through its duly authorized representatives, and through its Commissioners' Court, to be effective May 1, 2001 to May 1, 2002

WITNESSETH

WHEREAS the Angelina County Juvenile Board operates the Angelina County Juvenile

Detention Center also referred to as "The Facility" Whereas the Polk County Juvenile Board, an order to carry out and conduct its juvenile program in accordance with Title III of the Texas

Family Code has need of the use of detention facilities to house and maintain children of juvenile age referred for an act of delinquent conduct or an act indicating a need of supervision, during pretrial and predisposition status, and

Will Ri AS the Angelma County Juvenile Board will make the facilities available to Polk County Juvenile Board for such use and purpose and Polk County Juvenile Board desires to contract for the use of said facility under the following terms and conditions. Polk County Juvenile Probation Department shall provide to the detention staff an offense report warrant, or order of immediate custody upon admission to the Juvenile Detention Center. The report must show probable cause that the child was involved in the alleged offense. If a legible offense report, warrant, or order of immediate custody is not provided, the child shall not be admitted. Each child placed in the facility by Polk County shall be placed therein under an order of the Juvenile Court pursuant to Texas Family Code Section 54.01 specifically including the probable cause finding required by the Texas Family Code § 54.01 (I) (3) (o) and the administrator shall be furnished a copy of said order within 48 hours of the detention of said child. A hearing on the original detention may not be waived in accordance with the Texas Family code §54.01

Now, therefore, the parties agree as follows

- (i) Angelina County Juvenile Board will provide room and board; supervision on a twenty four hours per day seven days per week basis, (but shall not pay for emergency examination, treatment, or hospitalization outside the facility) and a program of education and recreation to each child placed within the facility
- (2) Polk County Juvenile Board agrees to pay Angelina County Juvenile Department the sum of \$85 00 per day for each child placed within the facility. (Effective 09-01-2001 this cost will increase to \$100 00 per day). A child placed in detention before midnight on any one day will be considered under this contract as having been in custody the entire day for billing purposes. Angelina County Juvenile Department will periodically bill Polk County for use of the detention facility. Each billing shall contain both the initials of the child(ren) and the number of days for which payment is requested. This sum shall be made payable to Angelina County. Texas and remitted to the County Treasurer. P. O. Box 908. Lufkin, Texas 75902.0908 within twenty (20) days of receipt of billing.
- (3) If in the discretion of a doctor or the Angelina County Chief probation Officer or his designee (hereafter called Superintendent) there is a need for emergency examination treatment and/or hospitalization for a child placed in the facility by Polk County Juvenile Board, the Superintendent is authorized to secure such examination treatment or hospitalization at the expense of Polk County Juvenile Probation Department. Polk Juvenile Board agrees to pay for said services and to indemnify and hold harmless Angelina County and/or the Angelina County Juvenile Board, its representatives, agents and employees for any liability for charges for medical treatment, examination, and/or hospitalization. The Superintendent shall notify Polk County Juvenile Board or representative of such emergency treatment as soon as reasonably practical.
- (4) If a child placed in the facility by Polk County requires non-emergency medical attention, it is the responsibility of Polk County to secure treatment for that child. It is the responsibility of Polk County to transport the child to and from treatment and hold harmless Angelina County and/or the Angelina County Juvenile Board, representatives agents and employees, for any liability, for charges for medical treatment.

- (5) Prior to transporting a child to the facility for placement, the official authorizing placement shall call the facility to insure that space is available. The detention needs of Angelina County shall take precedence over those of contracting jurisdictions and placement of children from contracting jurisdictions may be denied if there is no available space in the discretion of the Superintendent or a representative of the Angelina County Juvenile Board.
- (6) Polk County Juvenile Probation Department's client(s) shall be placed therein under a proper order of the juvenile court and the Superintendent or his designee will be furnished a copy of the offense report, Court Order or the TYC Directive to Apprehend upon admission to detention. The resident county of the TYC child will be responsible for placement cost, and any their services needed as stated within this contract.
- (7) Each child placed therein shall be required to follow the rules and regulations of the facility as fixed and determined by the Superintendent and his staff
- (8) Angelina County Juvenile Board has resolved to operate the Detention Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore will not accept from contracting jurisdictions children whose detention would prevent the facility from complying with the Juvenile Justice and Delinquency Prevention Act. Section 223 (a) (12) provides that "juveniles who are charged with or who have committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court orders, or such non-offenders as dependent or neglected children, shall not be placed in secure detention facilities or secure correctional facilities."
- (9) If a child is accepted from Polk County and such child thereafter is found to be, in the judgement of the Superintendent, or an Angelina County Juvenile Board representative, mentally unfit, dangerous, or unmanageable, or whose mental or physical health/condition might endanger the other occupants of the facility, then the Superintendent's or Angelina County Juvenile Board representative's judgement, upon such determination and notification by the Superintendent to the Polk County Juvenile Judge or Probation Office, the contracting jurisdiction shall

- immediately and forthwith remove or cause to be removed such child from the detention facility
- Children who are intoxicated or in need of medical attention will not be accepted under any circumstances without having been seen, treated and released by a medical professional
- (10) Angelina County Juvenile Board agrees that the facility will accept any child qualified thereunder without regard to such child's religion, race, creed, color sex or national origin
- (11) Polk County agrees to provide the Angelina County Juvenile Department the names of all persons authorized by them to visit children placed in the facility. Visitors must be jointly approved by the child's caseworker and the Superintendent. Visitors must be limited to two (2) per child per visit and must be eighteen (18) years of age or older.
- (12) Polk County Juvenile Probation Department shall assure that a representative of that department contact each child placed in the facility a minimum of three times per week. These visits may be by telephone. The contracting department shall report all significant incidents regarding a child's medical psychological history and needs, as well as a profile of the child's behavior during the admission process or within 24 hours. Further the Superintendent shall be informed of the status of the child while in detention and shall be informed of all court dates and times so appropriate arrangements can be made.
- (13) Polk County shall assume financial responsibility for damage to or loss of property at the facility due to the action of a child placed in the facility by Polk County Reimbursement for said damage or loss shall be paid within thirty (30) days of notification by the facility
- (14) It is understood and agreed by the parties hereto that children placed in the facilities under the proper order of the Juvenile Court of Polk County shall be maintained therein except that the staff of the contracting jurisdiction may take the children under supervision from the facility to court hearings, counseling sessions, medical/dental appointments or other places as determined by the contracting jurisdiction. The staff of the contracting jurisdiction will be required to give

adequate notice as to when the child will be removed, expected return time and will sign a temporary release form.

- (15) It is further understood and agreed by the parties hereto that children placed in the facility shall be removed therefrom by Polk County, its agents, servants or employees at the expiration of the detention order under which the child is being detained unless a new order has been issued authorizing the continued detention and a copy of such order duly certified by the clerk of the Court, has been delivered to the facility. A copy of the order issued pursuant to waiver shall be furnished promptly to the facility.
- (16) It is further understood and agreed by the parties hereto that should a child not be removed by Polk County its agents, servants or employees as required in paragraph (14) by 12 00 noon of the 15th working day of detention and a new order authorizing continued detention has not been received at the detention facility an employee of the Angelina County Juvenile Department will deliver the child to the Juvenile Court of Polk County for which there will be an additional charge of \$50 00 dollars per child plus twenty five cents per mile per round trip
- (17) It is further understood and agreed by the parties hereto that children placed in the facility shall not be removed prior to the expiration of the Court order except by a Probation Officer of the contracting jurisdiction or as provided in paragraph (8) above without delivery of an Order of Release signed by the Judge of the Juvenile Court of Polk County
- (18) It is further understood and agreed that nothing in this Contract shall be construed to permit Polk County its agents servants, or employees in any way to manage, control direct or instruct Angelina County or the Angelina County Juvenile Board, it servants or employees in any manner respecting any of their work, duties or functions pertaining to the maintenance and operation of the facilities.
- (19) It is the agreement of the parties that in the event Polk County is required to remove a child from the facility under the terms of this contract, and fails to do so the Angelina County Juvenile Board representative will return the child to its home jurisdiction at a cost of twenty five cents per mile plus a fee of \$50 00 dollars per

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- child per trip payable to Angelina County within ten days of receiving requests for payment.
- (20) Under Section 231 006 Family Code, the vendor or applicant certifies that the individual or entity named in this contract, bid or application, is not eligible to receive the specific grant, loan or payment and acknowledges that this contract may be terminated and payment with held this certification is maccurate
- (21) In this agreement Angelina County shall adhere to all applicable state and federal laws and regulations pertinent to the provisions of service provided by Angelina County or pertinent to Angelina County's provisions of service
- (22) It is further understood and agreed that Angelina County shall account separately for the receipt and expenditure of any and all funds received under this contract. Angelina County shall expend funds paid through this contract solely for allowable expenses directly related to the provisions of treatment services
- (23) It is further understood that Angelina County will maintain and make available for inspection, audit or reproduction by an authorized representative of the Polk County Court, the Comptroller General of the United States, Department of Justice and the State of Texas, all records, financial programmatic statistical and supporting documents pertinent to this contract. Angelina County will retain its records for three years or until all audits, litigation, claims, or other findings involving the records have been resolved.

GOALS, OUTPUTS, MEASURABLE OUTCOMES

- (1) Goals Youth will learn social skills, appropriate decision making skills and improved self esteem. Youth will benefit from the education services provided as well as the volunteer programs.
- (2) Outputs Angelina County will provide a safe, secure environment with 24 hour supervision of youth by trained staff Angelina County will comply with the Standards as set forth by the Texas Juvenile Probation Commission.
- (3) Measurable Outcomes Angelina County will provide an environment that is conductive to the health and safety of the children in the care of the Angelina

County Juvenile Detention Center: Angelina County will chart each resident's daily behavior and will submit 100% of progress reports to Polk County in a timely manner upon request.

TERMINATION II

The term of this contract shall be for a period of one year unless specified from the effective date and it shall be renewed and deemed renewed annually hereafter in the event either party hereto gives the required notice however if either party hereto feels in its judgement that the contract cannot be successfully continued and desires to terminate this contract, then they party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office of its intention to terminate the contract thirty (30) calendar days from the date of the Notice to Terminate is received by the other party. At 12 00 o clock midnight, thirty (30) calendar days after receipt of notice to terminate become null and void and be of no further force or effort.

On or about the termination date. Polk County Juvenile Board shall remove all children from their jurisdiction currently in the facility.

DEFAULT III

- (1) In the event of a default of the Angelina County Juvenile Board, the Polk County

 Juvenile Board may cancel or suspend the contract and the Angelina County

 Juvenile Board shall be entitled to recovery for all services provided prior to the

 cancellation date or shall repay any funds advanced for services not yet rendered.
- (2) In the event of default on the part of Polk County Juvenile Board, Angelina
 County Juvenile Board may cancel or suspend this contract and Angelina County
 Juvenile Board shall be entitled to recovery for all services provided prior to the
 cancellation date and shall repay any funds advanced for any services not yet
 rendered

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MISCELLANEOUS PROVISIONS

 Polk County hereby certifies that funds are available for the current fiscal year for payments anticipated under the terms and conditions of this agreement.

This Contract and Agreement this date executed is made by and between the parties hereto it being the declared intention of the parties hereto that the above and foregoing Contract, is a Contract providing for the care of children who have allegedly committed an act indicating a need for supervision and payment for such care by Polk County for such children placed in the facility by the Judge of Polk County for Polk County having Juvenile Jurisdiction.

Executed this the 22 nd day of										
Chairman Angelina County Juvenile Board	Chief Juvenile Probation Officer Angelina County									
Angelina County Judge										
Chairman, Polk County Juvenile Board	Chief Juvenile Probation Officer Polk County									

STATE OF TEXAS **COUNTY OF POLK**

I, RR "Dick" Hubert, as a member of the Polk County Commissioners Court, make this affidavit and hereby on oath state the following,

economic effect that is distinguishable from the effect on the public by a vote or decision of the Polk County Commissioners Court as those terms are defined in Chapter 171 of the Local

I have a substantial interest in a business entity or roal property that may receive a special Government Code The business entity or real property is Dick Hubert Auction Service [name and address of business and/or description of property] ["I"] or name of relative and relationship (have/has) a substantial interest in this business entity or real property for the following reasons (circle all which are applicable) the interest is ownership of 10% or more of the voting stock or shares of the business entity, the interest is 10% or \$5,000 or more of the fair market value of the business entity, (2) funds received from the business entity exceed 10% of _____ (my/his/her) income (3) for the previous year; (4) real property is involved and (i/he/she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500 Upon the filing of this affidavit with the Clerk of the Polk County Commissioners Court, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever Signed this 22nd day of MAU R. R. Dock" Huberl
Signature of Public Official Polk Co. Commissioner Pct 4 BEFORE ME, the undersigned authority, this day personally appeared R " Dick" _(name of affiant) and by oath stated that the facts hereinabove stated are true and Hubert correct to the best of (his/her) knowledge or belief Sworn to and subscribed before me on this _day of _________AL _ 18200L naica coop MARCIA COOK Notary Public in and for the State of Texas NOTARY PUBLIC STATE OF TEXAS My Commission Exp. es 06 12 2002

My Commission expires

Hemit 7

POLK COUNTY, TEXAS

REQUEST FOR PROPOSAL FORM

MUST BE SIGNED AND SUBMITTED AS A PROPOSAL COVER SHEET

Address P.O. Box 42 LIVING STON, TX 77351

Phone DRY 967-4927 Night 936-327-2100

SPECIFICATIONS/INSTRUCTIONS

Polk County is requesting Proposals for Auctioneering Services relating to the sale of Polk County delinquent tax real estate consisting of approximately 681 parcels. A copy of the listing of such property can be obtained at the Polk County Tax Office at \$ 1000 per copy

The sale will be conducted on Saturday, August 4, 2001, at 9 00 a m at the Livingston High School Auditorium located on Highway 190 East.

Polk County will furnish the place to conduct the sale, and will provide all advertising for the sale with the assistance of the auctioneer including, but not limited to, flyers, newspapers, mail-outs, radios, and website.

Polk County will post a plat at the sale location and highlight each property to be auctioned.

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Polk County will contact some organization for concession at the place of sale, and will telephone for VISA usage

Polk County will provide an attorney at the auction to explain the sale

Polk County agrees to pay Auctioneer in full within five [5] working days of date of sale

This will be an ABSOLUTE AUCTION

The Auctioneer will provide any and all necessary staff and labor for the preparation and execution of the sale, including, but not limited to, auctioneers, spotters, tickets, ticket writers, and sound system staff

The Auctioneer will provide liability insurance in an amount of no less that \$500,000 00, and furnish a copy of the same with bid

The Auctioneer will furnish buyer cards for buyers to register prior to sale, and tickets to post price and buyer's number

COMMENTS [List any additional services offered Supplemental information may be attached to form]

"IN SUBMITTING THIS PROPOSAL, THE UNDERSIGNED HEREBY AGREES TO CONFORM TO ALL REQUIREMENTS AND SPECIFICATIONS SET OUT BY POLK COUNTY" '

Authorized Signature of Bidder

Pick Zubert [Signature]

DICK HUBERT [Printed Name]

OWNER [Title] 5-16-01 [date]

Submission Instructions

Eligible proposals must be submitted on the form provided by the County, sealed, identified on the exterior of the envelope as Proposal for Auctioneering Services-Tax Sale" and received at the Office of the County Auditor, Polk County Courthouse, Livingston, Texas 77351, prior to 200 pm on Wednesday, May 16, 2001, following which time Bids will be opened and publicly read at 230 pm in the Polk County Commissioners Courtroom, 3rd floor of the Polk County Courthouse, Livingston, Texas The Proposal is scheduled to be awarded in a Commissioners Court session to be held on Tuesday, May 22, 2001, at 1000 am The Polk County Commissioners Court reserves the right to reject any or all Proposals or to accept the Proposal deemed to serve the best interest of the County

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BHOLED ANY OF THE ABOVE DESCRIBED POLICIES DE CAMPELLES DEFONE THE BURNATION DATE THEMBOR THE HERAND COMPANY WILL ENDEAVOR TO MAR.

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AUTHORIZED REPRESENTATIVE

TOTAL P 01

05/10/01 08 43

TX/RX NO 4333

P 001



AUCTIONEER LICENSE

AUCTNR00009316

R DICK HUBERT MAY 25TH, 2001 Issued this day by
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, Texas 78711

MAY 25TH, 2002

DATE OF EXPIRATION

William H Kuntz, Jr, Executiv Director

Ne = 70080 =

INTERLOCAL AGREEMENT

This Agreement made and entered into by and between San Jacinto County, A Political Subdivision of the State of Texas (hereinafter referred to as "San Jacinto"), with its principal office being situated at P O Box 944, Coldspring, San Jacinto County, Texas and Polk County, A Political Subdivision of the State of Texas (hereinafter referred to as "Polk"), with its principal office being situated at 101 W Church Street, Polk County Courthouse, Third Floor, Livingston, Texas 77351

WITNESSETH

WHEREAS, San Jacinto has enacted animal control regulations to control the danger of rabies and to minimize the number of uncontrolled dogs and cats running free in the unincorporated areas of the county,

WHEREAS, such ordinance requires, in certain circumstances, that San Jacinto pick up dogs and cats in violation of said ordinance and house and/or destroy said animals in accordance with the laws of the State of Texas and the regulations passed by the San Jacinto County Commissioner's Court,

WHEREAS, San Jacinto currently lacks the facilities to store animals picked up in violation of the regulations and county personnel currently lack the necessary certifications to lawfully and humanely euthanize and dispose of said animals,

WHEREAS, Polk has physical facilities and certified personnel necessary to store and/or lawfully and humanely euthanize and dispose of animals,

WHEREAS, San Jacinto is willing to compensate Polk in consideration of Polk allowing San Jacinto to transport animals picked up in San Jacinto County to Polk's facilities for storage and/or the euthanization and disposal of such animals

NOW, THEREFORE, for and in consideration of the mutual convenants, considerations and undertaking herein set forth, it is agreed as follows

I OBLIGATIONS OF POLK COUNTY UNDER AGREEMENT

Polk agrees to accept dogs and cats picked up by San Jacinto County Animal Control or other law enforcement personnel for storage in Polk County facilities

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Έ

- Polk shall be responsible for holding animals accepted under Paragraph 1 01, above, for the required holding period in accordance with Texas law and, if necessary, for euthanizing said animals and disposing of their remains
- 1 03 Polk shall invoice San Jacinto on a monthly basis for services performed under this Agreement.

II OBLIGATIONS OF SAN JACINTO COUNTY UNDER AGREEMENT

- 2 01 San Jacinto agrees to compensate Polk County for each individual animal delivered to the Polk County facilities as follows
 - 2 01 1 To pay Polk the sum of \$12 00 for each animal accepted under Paragraph 1 01, above Such fee includes all fees for the holding and, if necessary the euthanizing and disposal of such animals
 - 2 01 2 After the San Jacinto Animal Control Officer obtains all necessary certificates from the United States Drug Enforcement Agency permitting said person to perform the euthanization process, San Jacinto shall pay Polk the sum of \$6 00 for each animal accepted under Paragraph 1 01, above In such event, San Jacinto shall be responsible for euthanizing said animal, but the obligation of housing the animal for the required statutory period and disposing of the animals remains after euthanization shall remain with Polk County
- 2 02 San Jacinto shall use its best efforts not to transport any animal carrying a communicable disease or condition to the Polk County animal storage facility
- 2 03 San Jacinto shall pay Polk in full for its services under the terms of this Agreement within 30 days of receipt of an invoice for services from Polk

III TERM OF AGREEMENT

- 3 01 This agreement shall be valid and binding from June 1, 2001, until May 31, 2002 Thereafter, this agreement shall automatically renew for successive one-year periods beginning on June 1, 2002, and the 1st of June of each year thereafter
- This Agreement may be terminated at any time by either party upon 30 days written notice delivered by hand or U.S. Certified Mail to the other party of its intention to withdraw. Any notices under this paragraph shall be given at the addresses provided above

IV MULTIPLE COUNTERPARTS CONSTITUTE AN ORIGINAL

It is expressly agreed by and between San Jacinto and Polk that this contract may be executed in multiple counterparts, which, when taken together, shall constitute one original

The parties hereto have executed this Agreement in multiple counterparts this the 14th day of ______, 2001

SAN JACINTO COUNTY, TEXAS

By Al (Album

Charlene Vann

Title County Judge

Title County Clerk

POLK COUNTY, TEXAS

Title County Judge

Title County Clerk

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COPY

12800 NW Fraces Housing TX 77040
11(E)

Preventive Maintenance Agreement

11

Customer POLK COUNTY SOLID WASTE

Date. 05/03/2001

Equipment Covered

Model	135H	S/N	3YK0068	
Model	D6H	S/N	4RC4239	
Model	EL240	S/N	6MG137	
Model	D8K		77V02209	
Model	826		87X01611	
Model	816B		15Z813	
Model	Terex 2766 C			_

Equipment Location Polk County Solid Waste Landfill

Duration of Agreement 2000 Hours, 1 Year Which Ever comes First Agreement consist of 4 - PM I, 2 - PM II, 1 - PM III, 1 - PM IV

Cost of Agreement: \$45,510.00

Billed by service performed Per Each Machine

Travel per Trip Included

Model	PM I	PM II	PM III	PM IV
135H	\$ 481 00	\$804 00	\$ 969 00	\$1501 00
<u>D6H</u>	\$453 00	\$625 00	\$1151 00	\$1426 00
EL 240	\$ 458 00	\$642 00	\$795 00	\$1414 00
D8K	\$543 00	\$767 00	\$1237 00	\$1995 00
826	\$472 00	\$808 00	\$1088 00	\$2207 00
816 B	\$432 00	\$699 00	\$1053 00	\$ 1667 00
<u>Terex 2766C</u>	\$588 00	\$949 00	\$1887 00	\$2824 00

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*Per Call Pricing available only on new machines or after having performed a PMIV.

Dealer Responsibilities Mustang Tractor will provide all labor, parts, fluids, and grease for the 250, 500, 1000, 2000 and 3000 hour service intervals as outlined in the Caterpillar Lubrication and Maintenance Guide In addition to the recommended services the primary air filter will be replaced at 250 hours and the secondary air filter replace at 500 hours Scheduled oil sampling will be performed on the engine every 250 hours and the other components every 500 hours Travel and mileage charged from Mustang Tractor and Equipment Co, Inc

<u>Customer Responsibilities</u> Customer should make equipment available for scheduled preventive maintenance during normal working hours or as determined by customer and Mustang

For maximum life and lowest operating cost of machine, customer should perform the daily and weekly lubrication and inspections as outlined in the Caterpillar Lubrication and Maintenance Guide

Customer should provide service meter hours to Mustang Tractor on a weekly or biweekly basis. Mustang Iractor will not be held responsible for any problems resulting from lick of maintenance if customer does not report machines hours in a timely manner

Exclusions Any repairs other than routine preventive maintenance as outlined in the respective Caterpillar Lubrication and maintenance Guide

Recommended By Stephen McClellan

Approved By

Contact Name Jeff Hunter / James Richardson

Contact Phone # Office 936-398-5647

Fax # 936-398-2848





Recognizing the Children Health Insurance Program (CHIP) Day In Polk County, Texas

WHEREAS, the Deep East Texas Council of Governments is a regional

planning commission organized under the authority of the regional planning commission statutes act, 59th Texas legislature, 1965, codified as article 1011M, VACS, and,

WHEREAS, on May 24, 2001, communities across Deep East Texas will

join together to hold a Deep East Texas Children's Health Insurance Day to assist families to apply for low-cost or free

health insurance, and

WHEREAS, the 31st annual membership meeting of the Deep East Texas

Council of Governments will convene on May 24, 2001, in Angelina County, Texas, at the Pitser Garrison Civic Center,

and

WHEREAS, children without health insurance often do not receive

treatment for illness and injury, and often have difficulty

performing in the classroom

NOW, THEREFORE BE IT PROCLAIMED, May 24, 2001, as Children's Health Insurance Day in Polk County, Texas and urge all citizens to support this day by dedicating ourselves to the task of improving the quality of life for all children from this day forward

SIGNED AND PROCALIMFD THIS, THE 22rd DAY OF MAY 2001

John P Thompson

County Judge

Polk County, Texas

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I HEREBY CERTIFY THAT THE FOREGOING

REPORT IS TRUE AND CORRECT

STATE OF TEXAS My Cummiss on Expires 07 24 2002 NOTARY PUBLIC MICKEY COPPOCK

SUBSCRIBED AND SWORN TO BEFORE ME

COUNTY TREASURER NOLA RENEAU

THIS 18TH DAY OF MAY 2001

BIG THICKET BRIDGE

CORRIGAN AGING **ONALASKA AGING**

HISTORICAL

636 12

TEXPOOL INVESTMENT REPORT OTR ENDED 03/31/01

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This report is m_c de in accordance with provisions of Gov. Code 2256. The Public Funds Investment Act. whic require quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polic Founds investment held in the County's investment policy and strategies.

Vola Reneau County Treasurer

115-623-423 POAD & EPIDGE ADN 115 622 423 POAD & ERTGGE ADN 132 595 423 ENVIPORMENTAL SEPVICES 110 511 423 CENERAL FURD 111 423 POAD & BRIGGE ADN 114 423 423 POAD & BRIGGE ACT 110 695 420 CENERAL FUND 110 645 423 GENERAL FUND

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COUNTY JUDGE

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COUNTY JUDGE

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Addendum Schedule of Bills for Court Dated 05/22/2001

Addendum Sene	Marie of Dills for Contr Dat	(CU U3/22/2001
FY 2001		
Park Inn International	\$ 380 82	District Atty
Excel Reporting	1,051 60	Judiciary
Adv intage Rent A-Car	204 00	District Clerk
Team Systems	232 10	Jail
Polk County Publishing	150 00	Sheriff Dept
Polk County Publishing	1,174 25	General
Sherry Cassity Baker	3,348 30	Co Judge
Texas Dept Of Transpotation	15,690 00	RB # 1-4
Sharon Jordan	34 15	County Clerk
Barbara Middleton	36 22	County Clerk
Kathryn Martin	7 93	County Clerk
Margaret Celestine	5 86	County Clerk
Sarah Chance	14 84	County Clerk
Marilyn Adams	9 66	County Clerk
Marjeanne Gibson	13 80	County Clerk
Shirleen Cowen	145 80	Auditor
San Jacinto Co Treasurer	50,364 83	Judicial
Curtis Jordan	4 837 00	RB#3
Broken Arrow Pest Control	265 00	QRT Treatment
Scenic Loop V F D	1,999 54	QRT Payment
Polk County Chamber of Commerce	2,000 00	Pro-Rata Hotel Tax
Hoot's Loader Sevice	10,584 00	RB # 4

Total______\$ 92,550 42

John & Thoughow

DATE APRIL 25 2001 THROUGH MAY 08 2001

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	SEAMANG	EXTENSION		PART TIME	\$10.00 HR	EFFECTIVE \$21/2001	:
E	MARY	SHERDFF	61043	REGULAR	114	RESIGNATION	6
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€	BETTYF	PERSONNEL	\$02.8	REGULAR	15/6	RETIREMENT	
	RUMDELL		PERSONNEL OFFICER	FULL TIME	\$24,507.57	EFFECTIVE 05/31/2001	1
€	AANY M.	PERSONNEL	#102	TEMPORARY	(£)	NEW HPE	
	SHANDLEY		SECRETARY	PART TIME	\$7.78	EFFECTIVE 05/22/2001	ŀ
ε	KATHERN DAME	PERSONNEL	#102	LABOR POOL	(1)	PESKGNATION	
	KONBERLIN		SECRETARY	-900 HRS	87.78	EFFECTIVE 05/16/2001	1
€	MOGENE	PERSONNEL	\$102	LABOR POOL	2	RESIGNATION	
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PCLK COUNTY			ž	BUDGET REVISON			May 22 2
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Fund Account	Sescription	mcrease	Decrease	Comments	Bud et	Budget	Change
010-403-572	Office Equipment		455.00	To cover election expense	2 200 00	2 045 00	4 55 00
010-403-484	Election Engineerse	655.00		To cover actual expense	35 000 00	49 153 73	14 153 73
010-403-315	Office Surpress	1,200 00		To cover expenses	3 500 00	9	2 500 00
010-408-312	Office Supplies		1,200 00		00 000 59	4 325 00	-60 675 00
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010-450-480	Bonds		8		178 00	128 00	8 8
010-465-105	Salanes		1 051 60	To cover salary for contract court reporter	72 921 51	71 869 91	105160
010-465-490	Contempendes	1 051 60		for 258th Judicial Court pending replacement	200 00	2 488 10	1 988 10
010-511-450	Record Sections and Piers		4 084 00	To cover expenses	83 700 00	69 493 39	14.206.61
046.611.200	Indome	600		To cover expenses	1 200 00	1,600,00	9
010-511-330	Furnished Transportation	150000		To cover expenses	4 000 00	\$ 200 00	1,200 00
010-511-573	Capital Outlay	2,184 00		Ac Unity/Condensers at Courthouse	10 000 00	34 130 87	24 130 87
010-512-108	Perform California	9		To cover actual expense	17 425 00	17 485 00	9
010-512-200	Concents Pres	!	8	Transfer excess to oil salanes	3.840.00	3 780 00	90 00
010-512-334	Paner Surder Surden	2 000 00	3	To cover expenses	10,200,00	14 125 00	3 925 00
010-512-572	Office Fournert Supplies		1,000 00	To cover expenses	\$ 000 00	2 590 00	-2 410 00
010-512-574	Jail Bedding		1 000 00	To cover expenses	2 000 00	1 000 00	1 000 00
010-691-430	Advertisero Puberations	2.500 00		To cover expenses	3 000 00	\$ 500 00	2 500 00
010-691-490	Mscellaneus		2.500 00		2 500 00	8	2 500 00
010-691-485	Courtique Landscaping	5 438.30		To cover expenses	80	5 438 30	5 438 30
010-401-352	Contrigencies		5 438.30	To cover expenses	\$4 500 00	24 727 80	29 772 20
010-695-577	Office Equipment		1 680 80	To cover Camera purchase	00 000 9	4 319 20	1 680 80
010-695-573	Capital Outary	1 680 80			18 500 00	20 180 80	1 680 80
015-369-100	Culvert/Material Remisuraement	88		Wite Laforne	80	4 744 00	4 744 00
015-621-339	Construction Waternal	88		Rembursement	100 000 00	107 790 20	7 790 20
015-370-200	Pct 3 Sale of Assets	20000		Purchase D8 Winch by Waste Mgt	80	2 000 00	2 000 00
015-623-354	Tiree/Tubes		100	Cover Expenses	10 000 00	6 193 48	-3 806 52
015-623-456	Parts & Repairs	5 100 00			% 000 00 % 000 00	69 385 42	49 385 42
		18 619 70	18 619 73	jetot-qris			
4							
Approved by							

Grand Total

Approved By Date

Putmans landing roads to upgrade to county specs

Fitzgerald Ln.	From Long Dr to Pritchard Street	1362 feet
Wilcox Dr	From Long Dr to Pritchard Street	1361 feet
Chatman Tr.	From Long Dr to Pritchard Street	1358 feet
Starr Street	From Long Dr to Pritchard Street	1355 feet
Osborne Ave	From Long Dr to Pritchard Street	1352 feet
Tory Lane	From Long Dr to Pritchard Street	1350 feet
Willy Rd	From Tory Lane to Lynn Rd	650 feet
Dude Dr	From Tory Lane to Lynn Rd	387 feet
Gwendolyn Dr	From Long Dr to Joyce	900 feet
St. John	From Long Dr to Joyce	884 feet
Joyce Street	From St John to dead-end	1018 feet
Lyndye Rd	From Joyce to dead-end	250 feet
Total		
I VIAI		12,227 feet

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