



POLK COUNTY COMMISSIONERS COURT

March 25, 2003
10:00 A.M.

Polk County Courthouse, 3rd floor
Livingston, Texas

2003-027

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. SAFETY INCENTIVE PRESENTATION - TEXAS ASSOCIATION OF COUNTIES
- OLD BUSINESS
4. CONSIDER APPROVAL OF LEASE AGREEMENT FOR PARKING AREA AT SEARS STORE LOCATED ADJACENT TO COURTHOUSE.
 - NEW BUSINESS
5. APPROVAL OF MINUTES OF THE (REGULAR) MEETING OF MARCH 11, 2003.
- ✓ 6. CORRECT MINUTES OF FEBRUARY 11, 2003, ITEM #19, DELETING REFERENCE TO AMOUNT, WHICH WAS NOT MADE A PART OF THE COURT'S MOTION.
7. CONSIDER RATIFICATION OF AGREEMENT FOR PAGER SERVICES WITH ARCH WIRELESS - REPLACING PREVIOUS AGREEMENT WITH AIRTOUCH.
8. CONSIDER RATIFICATION OF INTERLOCAL AGREEMENT WITH SAN JACINTO COUNTY FOR LANDFILL SERVICES.
9. CONSIDER APPROVAL OF OFFER TO PURCHASE TAX FORECLOSURE PROPERTY; (Pct. 2) Block 2, Lots 2, 3, 10 & 11; Block 8, Lots 58, 59, 61 & 62; Memorial Point, Cause #'s 97-062, 97-061, 97-024 & 95-042.
10. CONSIDER APPROVAL OF PEDIGO FURNITURE REQUEST FOR RENTAL OF LIMITED STORAGE SPACE IN COUNTY OWNED BUILDING LOCATED (FORMERLY PEDIGO FURNITURE LOCATION - MILL ST.).
11. CONSIDER APPROVAL OF REFUNDING RESOLUTION TO ALLOW THE COUNTY TO INCLUDE IN ANY BOND ISSUANCE MADE WITHIN THE NEXT EIGHTEEN MONTHS, THE AMOUNT PREVIOUSLY APPROVED FOR THE PURCHASE OF BULK ROCK AND TO REFUND THE DEBT ISSUED FOR SAID PURCHASE.
12. CONSIDER SHERIFF'S DEPARTMENT REQUEST FOR APPROVAL OF GRANT APPLICATION FOR "COPS" PROGRAM (3 OFFICERS).
13. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF BRUSH FIRE RESPONSE TRUCK/S TO BE OBTAINED FOR VOLUNTEER FIRE DEPARTMENTS THROUGH STATE GRANT FUNDING.
14. CONSIDER APPROVAL OF BUDGET REVISIONS. #2K3-10(A) #2003 10(A)
15. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
16. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

"Delete"

ADJOURN

By: John P. Thompson, County Judge

Posted: March 5, 2003

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, March 19, 2003 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY

Deputy

FILED FOR RECORD
2003 MAR 19 AM 9:50

BARBARA MIDDLETON
POLK COUNTY CLERK



March 25, 2003
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2003-027

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for March 25, 2003 at 10:00 A.M.

AMEND TO DELETE;

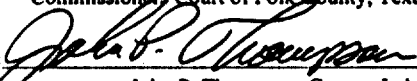
- 11. CONSIDER APPROVAL OF REFUNDING RESOLUTION TO ALLOW THE COUNTY TO INCLUDE IN ANY BOND ISSUANCE MADE WITHIN THE NEXT EIGHTEEN MONTHS, THE AMOUNT PREVIOUSLY APPROVED FOR THE PURCHASE OF BULK ROCK AND TO REFUND THE DEBT ISSUED FOR SAID PURCHASE.

AMEND TO ADD;

- 17. CONSIDER APPROVAL OF BUDGET AMENDMENTS, as follows: # 2R3-10
 - Record Sheriff's Department expense and TRA reimbursement (including adm. Fee) for TRA Security services in the amount of \$40,338.69
 - Record revenue from loan proceeds and trade-ins and capital expense related to purchase of Sheriff's Dept. patrol vehicles in the amount of \$307,501.00.
 - Record revenue from loan proceeds and capital expense related to purchase of Road & Bridge, Pct. 1 Dump Trailer in the amount of \$7,000.00.
 - Record Road & Bridge, Pct. 3 revenue from VFW reimbursement and related Materials/Supplies expense in the amount of \$25.00.
 - Record Road & Bridge, Pct. 4 revenue from restitution for sign and related Materials/Supplies expense in the amount of \$75.00.
 - Record receipt of additional state revenue for DA Investigator Training and related increase in expense for training.
 - Record receipt of additional Constable, Pct. 1 fee revenue and related increase in Office Supplies expense.
- 18. CONSIDER REQUEST OF PCT. 1 CONSTABLE, LESTER TATUM, FOR APPOINTMENT OF ED NEWTON AS RESERVE DEPUTY CONSTABLE.
- 19. RECEIVE UPDATE AND DISCUSS STATUS OF COUNTY COMPUTER NETWORKING SYSTEM AND DEPARTMENTAL ACCESS TO AS400 MAINFRAME.

Commissioners Court of Polk County, Texas


Dated: Friday, March 21, 2003

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, March 21, 2003 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 FOR RECORD
003 MAR 21 PM 3:35

BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS }
COUNTY OF POLK }

DATE: MARCH 25, 2003
"REGULAR" MEETING
All members-Present

"COMMISSIONERS COURT"
POSTING # 2003 - 027

BE IT REMEMBERED ON THIS THE 25th DAY OF MARCH, 2003
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT;

HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING:
BOB WILLIS-COMMISSIONER PCT#1, BOBBY SMITH-COUNTY COMMISSIONER
PCT #2, JAMES J. "Buddy" PURVIS - COUNTY COMMISSIONER PUT #3,
C.T. "Tommy" OVERSTREET - COUNTY COMMISSIONER PCT #4, BARBARA
MIDDLETON - COUNTY CLERK & B.L. DOCKENS - COUNTY AUDITOR, THE
FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY MADE,
CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 AM.
OPENING PRAYER WAS GIVEN BY REV. HAROLD ISAACS, PASTOR OF
BEACON BAY BAPTIST CHURCH.

2. PUBLIC COMMENTS:

- A. MICKEY COPPOCK REPRESENTING RESIDENTS OF EAST SWANN DRIVE
JUST OFF THE SCENIC LOOP-FM 3277. THEY NEED HELP IN REPAIRING
THEIR ROAD SO THE AMBULANCE AND EMERGENCY VEHICLES CAN
GET TO THEIR HOUSES.
- B. HOLMAN GRAHAM STATED THAT HE THINKS COMMISSIONERS COURT
NEEDS A REAL GOOD FINANCIAL ADVISOR.

3. INFORMATIONAL REPORTS:

- A. JOHN McDOWELL - EMERGENCY MANAGEMENT DIRECTOR
INTRODUCED ERNEST GALINDO, SAFETY SPECIALIST WITH TEXAS
ASSOCIATION OF COUNTIES. HE PRESENTED A CHECK FOR \$8,497.00
REPRESENTING THE SAVINGS BY THE COUNTY FOR ADOPTING THE
2002 SAFETY INCENTIVE PROGRAM. HE STATED, THE WHOLE COUNTY
HAD SHOWN A GREAT DEAL OF IMPROVEMENT ESPECIALLY
PRECINCT #3. HE THANKED COMMISSIONER PURVIS & HIS FOREMAN
(BRAD SMITH) FOR ALL THEIR HELP.
- B. COMMISSIONER PURVIS THANKED ERNEST GALINDO OF TAC FOR ALL
HIS ASSISTANCE.
- C. COMMISSIONER BOBBY SMITH ANNOUNCED THIS YEARS TRINITY-
NECHES LIVESTOCK SHOW & RODEO MARCH 25th THROUGH 29th, WITH
SHRIMP & CRAWFISH BOIL. THE SALE OF ANIMALS WILL BE ON FRIDAY
NIGHT & RODEO ON SATURDAY NIGHT.
- D. BID SMITH - TAX ASSESSOR/COLLECTOR GAVE AN INVITATION TO THE
AMERICAN CANCER SOCIETY - RELAY FOR LIFE ALL NIGHT WALK ON
APRIL 11th & 12th. THEY WILL HAVE MORE THAN 50 TEAMS
PARTICIPATING.

4. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE LEASE AGREEMENT FOR PARKING AREA \$150.00/PER MONTH AT SEARS STORE LOCATED ADJACENT TO COURTHOUSE. ALL VOTING YES. (SEE ATTACHED)
5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE MINUTES OF MARCH 11, 2003 (REGULAR) MEETING. ALL VOTING YES.
6. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE CORRECTION TO THE FEBRUARY 11, 2003 MINUTES, ITEM #19 - DELETING REFERENCE TO AN AMOUNT WHICH WAS NOT MADE A PART OF THE COURT'S MOTION. ALL VOTING YES. (SEE ATTACHED)
7. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO RATIFY AGREEMENT FOR PAGER SERVICES WITH ARCH WIRELESS, REPLACING PREVIOUS AGREEMENT WITH AIRTOUCH. ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO RATIFY INTERLOCAL AGREEMENT WITH SAN JACINTO COUNTY FOR LANDFILL SERVICES. ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES, PCT #1; LOTS 2, 3, 10 & 11, IN BLOCK #2, OF MEMORIAL POINT SUBDIVISION, LOTS 58, 59, 61 & 62, IN BLOCK #8, OF MEMORIAL POINT SUBDIVISION, AS DESCRIBED IN CAUSE #97-062, #97-061, #97-024, #95-042. ALL VOTING YES.
10. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE REQUEST OF PEDIGO FURNITURE TO RENT A LIMITED STORAGE SPACE IN COUNTY OWNED BUILDING (FORMERLY PEDIGO FURNITURE) CONSISTING OF THE SOUTHEAST CORNER OF SAID BUILDING FOR \$712.00 PER MONTH, BEGINNING APRIL 1, 2003. ALL VOTING YES. (SEE ATTACHED)
11. ****DELETED****
12. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE SHERIFF'S REQUEST FOR APPROVAL OF GRANT APPLICATION FOR "COPS" PROGRAM (3 OFFICERS). ALL VOTING YES.
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF BRUSH FIRE RESPONSE TRUCKS TO BE OBTAINED FOR VOLUNTEER FIRE DEPARTMENTS THROUGH STATE GRANT FUNDING. THE SEGNO V.F.D. HAS BEEN AWARDED THE FIRST BRUSH TRUCK. COMMISSIONER WILLIS ASKED THAT HE BE NOTIFIED WHEN OTHER DEPARTMENTS ARE AWARDED UNITS. ALL VOTING YES.

14. MOTIONED BY BOBBY SMITH. SECONDED BY BOB WILLIS, TO APPROVE
BUDGET REVISIONS ** #2003-10 (a).
 ALL VOTING YES. (SEE ATTACHED **2K310-a)

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

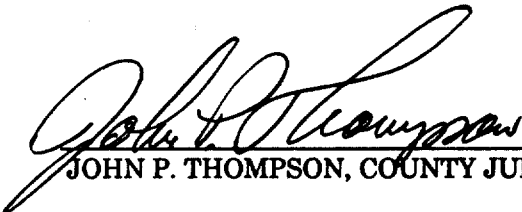
DATE	AMOUNT	CHECK NUMBERS
3-11-2003	780.00	176739 - 176788
3-11-2003	1,014.00	176789 - 176864
3-11-2003	606.00	176865 - 176919
3-11-2003	1,476.00	176920 - 177000
3-11-2003	708.00	177001 - 177051
3-12-2003	4,680.89	177052 - 177061
3-12-2003	75,333.61	177062
3-13-2003	65,213.92	ACH - 324 (FICA & WH)
3-13-2003	204,280.88	ACH - 325 (PAYROLL)
3-13-2003	73,887.91	177063 - 177080
3-19-2003	1,860.25	ACH - 326 (STATE FEES)
3-19-2003	50,091.78	177081 - 177086
3-19-2003	135,684.74	177087 - 177269
3-25-2003	10,313.99	Addendum - to appear on future schedule.
TOTAL	\$ 625,931.97	

16. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO
APPROVE PERSONNEL ACTION FORMS, AS REVISED.
 ALL VOTING YES. (SEE ATTACHED)

17. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE
BUDGET AMENDMENTS ** #2003-10.
 ALL VOTING YES. (SEE ATTACHED **AGENDA #14)

18. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO
**APPROVE APPOINTMENT OF ED NEWTON AS RESERVE DEPUTY
 CONSTABLE - PCT#1, AS REQUESTED BY LESTER TATUM.**
 ALL VOTING YES. (SEE ATTACHED)

19. RECEIVED AN UPDATE AND STATUS OF COUNTY COMPUTER NETWORKING SYSTEM & DEPARTMENTAL ACCESS TO AS400 MAINFRAME FROM STEVE HULLIHEN, DATA PROCESSING DEPARTMENT MANAGER.
** NO ACTION WAS TAKEN ON THIS AGENDA ITEM / ITEM TABLED.
COMMISSIONER WILLIS REQUESTED THAT STEVE GET MORE INFORMATION AND FIGURES TOGETHER ON THE DIFFERENT (INTRANET) OPTIONS AVAILABLE AND REPORT BACK TO COURT.
20. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 25th DAY OF MARCH 2003 AT 10:44 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

C:\barbaram\COMMCRT.ALL\COMM. COURT\COMMCRT.2003\MAR25.2003.wpd

Item #4

LEASE AGREEMENT

THE STATE OF TEXAS #
COUNTY OF POLK #

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this the 25th day of March, 2003, by and between **RICHARD CHADWICK, SEARS RETAILER**, hereinafter referred to as Lessor, and the **COUNTY OF POLK, STATE OF TEXAS**, hereinafter referred to as Lessee:

W I T N E S S E T H :

That Lessor does, by these presents, lease and demise unto Lessee, the following property, lying and being situated in the City of Livingston, County of Polk, State of Texas, and being more particularly described as follows:

Being 50 parking spaces at the Sears Authorized Retailer Dealer Store situated at 320 North Beatty Street, Livingston, Polk County, Texas;

for a term of one [1] year beginning on the 25th day of March, 2003, and ending on the 24th day of March, 2004, to be occupied for the purpose of operating an automobile parking lot for the general public using the Polk County Courthouse, and said premises are to be used in no other manner and for no other purposes whatsoever, without prior written consent of Lessor, for the following considerations and covenants:

1.

Lessee shall pay One Hundred Fifty and No/100 [\$150.00] Dollars per month at Lessor's place of business in Livingston, Polk County, Texas, for a period of twelve [12] months, beginning on the 25th day of March, 2003.

2.

Lessee shall, at its own cost and expense, stripe the fifty [50] spaces to used for parking. Lessor shall be responsible for maintaining and repairing said parking lot.

3.

Lessee agrees to accept possession of the demised premises in its present condition.

4.

Lessor hereby covenants and agrees that Lessee shall and will, upon payment of all of the rents herein provided to be paid by Lessee, and upon fully observing and performing the covenants and agreements herein provided to be observed and performed by Lessee, quietly and peaceably possess and enjoy said above demised premises, unless said lease be sooner terminated, under and in accordance with any of the provisions herein elsewhere contained providing for such termination.

5.

This agreement of lease may be renewed at the end of such one [1] year period by Lessee notifying Lessor of its desire to renew, upon thirty [30] days' written notice prior to the expiration of the lease term, upon the same terms and conditions of this lease; however, the monthly rental shall be renegotiated by the parties.

6.

Lessor shall pay and fully discharge all ad valorem taxes of every character against the land during the term of this lease. Lessor shall pay all such taxes, charges and assessments to the public office charged with the collection thereof not less than ten [10] days before the same shall become delinquent, and Lessor

agrees to indemnify and save harmless Lessee from all such taxes, charges, and assessments. Lessor shall have the right in good faith, at his cost and expense, to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount, only if and when finally determined to be due.

7.

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

8.

In the event Lessor or Lessee breach any of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the defaulting party agrees to pay to the other party reasonable attorney's fees so incurred by such other party.

9.

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement.

10.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.

11.

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13.

No amendment, modification, or alteration of the terms hereof shall be binding, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

14.

Time is of the essence of this lease.

EXECUTED this the 1st day of April, 2003.

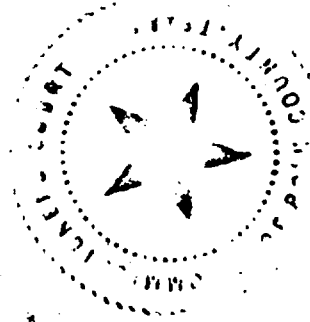
RICHARD CHADWICK, Lessor
Sears Retailer

COUNTY OF POLK Lessee

John P. Thompson
BY: JOHN THOMPSON, County Judge,

ATTEST:

Barbara Middleton
BARBARA MIDDLETON, County Clerk



Item #6

STATE OF TEXAS }

COUNTY OF POLK }

VOL. 49 PAGE 231

DATE: FEBRUARY 11, 2003

"REGULAR" MEETING

Judge Thompson - Absent

**** CORRECTED ****
"COMMISSIONERS COURT"
POSTING # 2003 - 010

BE IT REMEMBERED ON THIS THE 11th DAY OF FEBRUARY, 2003
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT;

HONORABLE JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT#3, PRESIDING:
BOB WILLIS-COMMISSIONER PCT#1, BOBBY SMITH-COUNTY COMMISSIONER
PCT #2, C. T. "Tommy" OVERSTREET - COUNTY COMMISSIONER PCT #4,
BARBARA MIDDLETON-COUNTY CLERK & B. L. DOCKENS-COUNTY AUDITOR,
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY
MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY COMMISSIONER PURVIS AT 10:00 AM.
OPENING PRAYER: REV. LYNN DYKES OF CHESSWOOD BAPTIST CHURCH.
2. PUBLIC COMMENTS:
 - A. MRS. HALFORD FROM SHILO RIDGE SUBDIVISION, PRECINCT #1 CAME
TO COURT REQUESTING HELP ON FIXING VICKSBURG DRIVE. THE
ROADS ARE SO BAD WITH HOLES THAT THEIR VEHICLES ARE BEING
TORN UP.
 - B. A LADY (NO NAME) DIRECTED COMMENTS TO COMMISSIONER WILLIS
CONCERNING HER ROAD IN SHILO RIDGE. THE ROADS ARE IN TERRIBLE
CONDITION AND NEEDS REPAIR SOON.
SHE ALSO DIRECTED COMMENTS TO SHERIFF NELSON THAT SOME
RESIDENTS IN THE SUBDIVISION ARE SELLING DRUGS. IT SHOULD BE
INVESTIGATED AND STOPPED.
3. INFORMATIONAL REPORTS:
 - A. SHERIFF NELSON REPORTED THAT THE PHONE SYSTEM AT THE S/O
AND JAIL WAS DOWN LAST NIGHT ABOUT (4) HOURS. ALL CALLS HAD
TO BE RE-ROUTED TO LUFKIN THEN TO THE S/O. THE PHONE SYSTEM
IS OVERLOADED AND NEEDS REPLACEMENT.
 - B. COMMISSIONER SMITH THANKED THE 40 + PLUS PEOPLE FROM POLK
COUNTY AREA & FIRE DEPARTMENTS THAT WENT TO NACOGDOCHES
AND OTHER COUNTIES TO SEARCH AND RECOVER PARTS FROM THE
SPACE SHUTTLE COLUMBIA THAT EXPLODED ON FEBRUARY 1, 2003.
 - C. COMMISSIONER PURVIS GAVE COMMENTS REGARDING THE ROAD
CONDITIONS WITHIN THE COUNTY. HE SAID THEY ARE DOING EVERY-
THING POSSIBLE TO FIX ROADS, BUT THE RAINY WEATHER IS NOT
COOPERATING MUCH.
 - D. COMMISSIONER OVERSTREET - PCT #4 RECENTLY ATTENDED THE
TRAINING SEMINAR FOR NEWLY ELECTED JUDGES & COMMISSIONERS
SPONSORED BY TEXAS ASSOCIATION OF COUNTIES (TAC) IN AUSTIN.
THE SEMINAR WAS VERY INFORMATIVE AND COMMISSIONER WILL
BE ACCREDITED WITH (24)HOURS OF CONTINUING EDUCATION CREDIT.

- 4. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE MINUTES OF THE (REGULAR) MEETING OF JANUARY 28, 2003.
ALL VOTING YES.**
- 5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO DECLINE THE RENEWAL OF JAIL AGREEMENT FOR MEDICAL WASTE DISPOSAL WITH AMERICAN 3CI.
ALL VOTING YES.**
- 6. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE RENEWAL OF AGREEMENT FOR GRAVEL EXCAVATION ON POLK COUNTY SCHOOL LAND IN THROCKMORTON COUNTY (FOR USE ON ROADS LOCATED WITHIN OR ADJACENT TO SCHOOL LANDS.)
ALL VOTING YES.**
- 7. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE "RESOLUTION" FOR PARTICIPATION IN THE TEXAS ASSOCIATION OF COUNTIES SAFETY INCENTIVE PROGRAM.
ALL VOTING YES. (SEE ATTACHED)**
- 8. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO TABLE OFFER TO PURCHASE TAX FORECLOSED PROPERTIES, PCT #1, LOTS 6, 7, 8, 9 & 10, OF UNRECORDED PLAT OF PUTNAM'S LANDING #4, IN CAUSE #99-071.
ALL VOTING YES.**
- 9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE "RESOLUTION" SUPPORTING APPLICATION OF JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT (FY 2004), IN THE AMOUNT OF \$8,566.00 WITH THE COUNTY'S MATCH OF \$952.00.
ALL VOTING YES. (SEE ATTACHED)**
- 10. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO RATIFY LEASE AGREEMENT WITH DETCOG FOR STAR PROGRAM OFFICE SPACE. (POLK COUNTY TEMPORARY OFFICE'S AT 602 E. CHURCH ST)
ALL VOTING YES. (SEE ATTACHED)**
- 11. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE OF FINAL WRECKER REGULATIONS WHICH HAVE RECEIVED LEGAL REVIEW AND NECESSARY REVISIONS BY JIM ALLISON, ATTORNEY.
(TO REPLACE ANY PREVIOUS DRAFT REGULATIONS)
ALL VOTING YES. (SEE ATTACHED)**
- 12. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADVERTISE FOR BIDS FOR A SINGLE SOURCE BULK PURCHASE OF ROCK FOR ALL 4 - PRECINCTS ROAD & BRIDGE DEPARTMENTS, FOR AN APPROXIMATE TOTAL OF (40) RAIL CARS, WITH COMMISSIONER OVERSTREET HANDLING THE SPECIFICATIONS FOR SAME.
ALL VOTING YES.**

- 13. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE "RESOLUTION" SUPPORTING LEGISLATION FOR APPOINTMENT OF BAILIFF FOR THE 411th JUDICIAL DISTRICT.
ALL VOTING YES. (SEE ATTACHED)
- 14. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE BUDGET REVISIONS #2003-07(a) AS SUBMITTED BY THE AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
- 15. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE BUDGET AMENDMENTS #2003-07 AS SUBMITTED BY THE AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
- 16. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL & PAYMENT OF BILLS BY SCHEDULE PLUS ADDENDUMS.
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
1-27-2003	\$ 51,458.64	ACH #313
1-27-2003	27,261.99	175906 - 175909
1-28-2003	1,270.12	175910 - 175914
1-28-2003	8,555.31	175915 - 175942
1-30-2003	120,871.34	175943 - 175959
1-30-2003	70,469.83	ACH #314
1-30-2003	218,271.39	ACH #315
1-31-2003	2,060,000.00	ACH #316
2-03-2003	22,395.67	175960 - 175964
2-04-2003	49,423.75	175965
2-04-2003	132,533.67	175966 - 176123
2-07-2003	574.00	176124
2-07-2003	536.00	176125
2-07-2003	950,000.00	ACH #317
TOTAL	\$ 3,713,621.71	

- 17. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE THE PERSONNEL ACTION FORMS, REVISED LIST.
ALL VOTING YES. (SEE ATTACHED)
- 18. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE AMENDING THE ISSUANCE OF TIME WARRANT FOR THE CONSTRUCTION OF PRECINCT #3 SHOP BUILDING (TO INCREASE AMOUNT BY \$4,000.00) FOR A TOTAL OF \$12,270.00 UNDER THE SAME TERMS & CONDITIONS AS APPROVED BY COMMISSIONERS COURT ON JANUARY 28, 2003.
ALL VOTING YES.

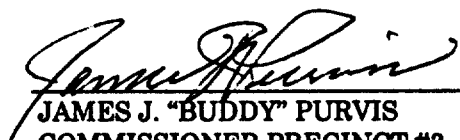
19. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE "EMERGENCY REPAIR & REPLACEMENT PROJECTS" OF TWO BRIDGES, DABBS CREEK AND PULLEN ROAD (off HWY.287 W) IN PRECINCT #3.
ALL VOTING YES.

20. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO CORRECT THE MINUTES OF NOVEMBER 19, 2002 - AGENDA ITEM #4 - TO DELETE REFERENCE OF "SEE ATTACHED" AS NO RELATIVE ATTACHMENT EXISTED RELATING TO PCT #2 AWARD FOR PURCHASE OF DUMP TRUCK.
ALL VOTING YES.

21. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE ADDITIONAL FUNDING FOR PARTICIPATION IN THE TIMBER COUNTIES COALITION (original amount estimated at \$7,500.00, based upon number of counties participating) REVISED AMOUNT NOT TO EXCEED \$12,000.00.
ALL VOTING YES.

22. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO ACCEPT BAYWAY LANE AND WILLIE COOK STREET, PRECINCT #1, AS COUNTY MAINTAINED ROADS.
ALL VOTING YES.

23. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 11th DAY OF FEBRUARY 2003 AT 10:36 A.M.
ALL VOTING YES.



JAMES J. "BUDDY" PURVIS
COMMISSIONER PRECINCT #3
PRESIDING

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK



Item # 7

NEW ADD ON EXCHANGE DISCONNECT CHANGE TRANSFER REINSTATE OTHER

OFFICE CODE How OFFICE FAX # _____ CONTRACT DATE 3 / 1 / 03 CUSTOMER NO. 11

CUSTOMER NAME Folk County CUSTOMER TYPE Gov OE# _____

DATE OF BIRTH _____ SS#/FIN _____ EMAIL ADDRESS: _____

CONTACT Diane Kimberline BUS. TEL. 970-327-6226 EXT: _____ HOME TEL. # _____

STREET 1002 E. Church St. #400 STREET _____

STREET _____ STREET _____

CITY Livingston ST TX ZIP CODE 77351 CITY _____ ST _____ ZIP CODE _____

CREDIT APPROVAL # _____ SALES REP # 3907 SALES REP NAME Pat Sullivan SPLIT 390 % 50

BILL CYCLE _____ BILL FORMAT ADP AGC DET MEDIA: _____ FINANCE CHARGE YES NO SVC CODE How SIC CODE _____

PARENT ACCT # _____ LEVEL _____ DISCOUNT ACCT. # _____ BILL TO: PARENT CHILD

P.O. FLAG YES NO PURCHASE ORDER # _____ P.O. EXP DATE _____ P.O. \$ AMOUNT _____

TAX EXEMPT YES NO STATE _____ TAX EXEMPT # _____ CONTRACT TERM: 1 YR. 2 YR. 3 YR. OTHER Customer Initials _____

START BILLING DATE / / END BILLING DATE / / REASON CODE: _____ BILL PLAN RATES ARE: MONTHLY QTRLY SEM-ANNUAL ANNUAL

	UNIT 1		UNIT 2		UNIT 3	
	Open	Close	Open	Close	Open	Close
EQUIPMENT NO.	(110)		(1)			
EQUIPMENT PURCHASE						
EIP CREDIT (IF APPLICABLE)						
NO. OF INSTALLS/CHARGE	/S		/S		/S	
ANCILLARY EQUIPMENT CHARGES						
SERVICE TYPE/MODEL	<u>ALP ABG T9A</u>					
CHANNEL/FREQUENCY	<u>7375/24 TMT</u>					
CAPCODE						
HOLDER						
PROMO CODE						
CPG (MARK X IF YES)						
DEVICE OR TELEPHONE#						
PIN						
ADDITIONAL TELEPHONE #						
OVERCALL CODE	<u>UNL</u>		<u>25K</u>			
SERVICE PKG ALLOW/SPER OVERCALL	/S		/S		/S	
OPER DISPATCH CALL ALLOW/SPER OVERCALL	/S		/S		/S	
BASE RATE CHARGE	\$ 5.00		\$ 14.95		\$	
ADD FEATURE CODE/CHARGE	/S		/S		/S	
ADD FEATURE CODE/CHARGE	/S		/S		/S	
ADD FEATURE CODE/CHARGE	/S		/S		/S	
ADD FEATURE CODE/CHARGE	/S		/S		/S	
COVERAGE CODE/CHARGE	<u>YKc .50</u>		<u>NTW #</u>		/S	
VOICEMAIL CODE/CHARGE	/S		/S		/S	
PERSONAL 800 # CODE/CHARGE	/S 2.00		/S 2.00		/S	
SUB OF BASE RECURRING CHRGS.	/S		/S		/S	
PROTECT/MAINT CODE/CHRG/DEDUCTIBLE	<u>PRD: 27/30</u>		<u>PLD: 20/45</u>		/S /S	
PTC CHARGES						
USF FEE						
OTHER RECURRING CHARGES						
TOTAL RECURRING CHARGES						

Equipment Model N/A

Installment Term N/A

(Total tax on Equipment billed up front.)

Customer Liable for Balance _____ Customer Initials _____

ACCOUNT DISCONNECT/SWAP FEES

Account Disconnect Fee: \$25.00

Swap Fee: \$10.00 N/A Customer Initials _____

SALES SUMMARY CHECKLIST

I understand the Arch policies regarding:

Equipment Charges and Returns Automatic Payments

Prime Charges Admin Fee

Cancellation Policy & Fees Payphone Charges

Deactivation Charge SMSF Charges

Payment Options, Methods and Obligations Overcall Plan

Shipping Fees

I understand that the charges associated with my bill plan are stated in the Bill Plan section of this sales contract. Customer Initials _____

PAYMENT INFORMATION

VISA MC DISCOVER AMEX CASH CHECK

APS CHECK # _____ AMOUNT: _____

CR. CARD # _____ EXP DATE _____

AMT: Bill

CARD HOLDER NAME: _____

SIGNATURE: Acct

AUTO-CHARGE OPTION: CREDIT CARD CHECK ACCT (ATTACH COPY VOIDED CHECK)

MY SIGNATURE HEREUNDER ACKNOWLEDGES THAT I HAVE REVIEWED THE SALES SUMMARY CHECKLIST ABOVE AND I HAVE READ AND ACCEPT THE CONTRACTUAL TERMS AND CONDITIONS APPEARING ON THE REVERSE OF THIS AGREEMENT. BY SIGNING BELOW, I AUTHORIZE YOU TO CHECK MY REFERENCES AND TO SUBMIT MY NAME AND/OR COMPANY NAME TO CREDIT INFORMATION BUREAUS FOR APPROVAL PURPOSES. I UNDERSTAND THAT THE APPLICABLE TAXES AND SURCHARGES WILL BE APPLIED AT THE TIME OF INVOICING.

John P. Thompson 03/25/03
 AUTHORIZED SIGNATURE DATE
 John P. Thompson, County Judge
 PRINT NAME AND TITLE
 ARCH SIGNATURE _____

COMMENTS: 30 Days free

Total Equipment Charges \$	<u>0</u>
First Bill Plan \$	
Admin. Connect/Charges \$	
Admin. Fee \$	<u>1.25</u>
Deposit \$	<u>0</u>
Total Tax / Surcharges \$	<u>0</u>
Shipping / Handling \$	<u>0</u>
GRAND TOTAL DUE \$	

ARCH USE ONLY AR INITIAL OC INITIALS

Item #8

COPY

INTERLOCAL GOVERNMENTAL CONTRACT

Between

SAN JACINTO COUNTY, TEXAS

And

THE POLK COUNTY WASTE MANAGEMENT CENTER

For Landfill Services

WHEREAS the Polk County Commissioner's Court owns the Polk County Waste Management Center of Polk County, Texas and Santek Environmental of Texas, LLC operates a Type I Sanitary Landfill at the Center, located 3.5 miles west of Leggett, Texas under the Texas Natural Resource Commission Permit #1384, issued January 12, 1983 and

WHEREAS it is the stated desire of Polk County and Santek Environmental of Texas, LLC to provide these facilities and services, especially to other governmental entities through the provisions of the Interlocal Governmental Act, then...

THEREFORE, let it be known that SAN JACINTO COUNTY, TEXAS represented by the County Judge and Commissioner's Court, herein referred to as "CUSTOMER," desires to enter into an agreement with POLK COUNTY and SANTEK, herein referred to as "COUNTY REPRESENTATIVE," for landfill services under the following terms and conditions:

SECTION 1. BASIC CONTRACTUAL AGREEMENT

BEGINNING on or before March 1, 2003, and continuing for a period of 60 months from this date, CUSTOMER agrees to purchase from COUNTY REPRESENTATIVE, under a "put or pay" clause, no less than 17,500 cubic yards of solid waste disposal capacity per year. After a period of 30 months, CUSTOMER and COUNTY REPRESENTATIVE may review the terms and conditions of this contract to address any issues.

SECTION 2. STIPULATION OF RATES

Based on the stated volume, and term of agreement identified in SECTION 1 above, the CUSTOMER is eligible for a volume discount rate of \$5.75 per cubic yard, inclusive of current applicable State Fees, and subject to the following provisions:

- A. CUSTOMER agrees, under the terms of a "put or pay" clause, that for the duration of this agreement, an accounting will be produced by COUNTY

REPRESENTATIVE, on an annual basis, documenting the total amount of waste received from CUSTOMER and disposed of at the POLK COUNTY WASTE MANAGEMENT CENTER by the COUNTY REPRESENTATIVE. If the CUSTOMER has delivered a sufficient volume of waste to satisfy the provisions of SECTION 1 of this agreement, all provisions of the Agreement will apply as stated. However, if the CUSTOMER has failed to produce the volume of waste as stipulated by the terms of this agreement, CUSTOMER will pay COUNTY REPRESENTATIVE a sum at the end of the calendar year ending December 31st to satisfy the "put or pay" condition, stated herein.

B. CUSTOMER and COUNTY REPRESENTATIVE agree that the stated rate identified in Section 2 is inclusive of any and all State Fees applicable to the disposal of solid waste as of the date of this agreement. CUSTOMER and COUNTY REPRESENTATIVE agree and understand that should any State Fees be increased or any other governmental fees become applicable to the disposal/processing/and or treatment of solid waste subject to this agreement, subsequent to the effective date of this agreement, those fees will be passed through to the CUSTOMER as applicable.

C. CUSTOMER agrees that the rates stipulated in this SECTION are applicable only to waste processed at the CUSTOMER'S solid waste collection stations and will not apply should the CUSTOMER process its waste through a transfer station.

D. CUSTOMER agrees and understands that the COUNTY REPRESENTATIVE may, based on its cost of operations, increase the stated volume discount rate pertaining to the following schedule of rate increases. The CUSTOMER agrees that during the term of this agreement the CUSTOMER will reimburse the COUNTY REPRESENTATIVE for its proportionate share of any increased expenditures required by federal, state or local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the date of this agreement. The COUNTY REPRESENTATIVE shall adjust the rate as of the listed schedule to reflect increases in the Consumer Price Index (new series)(the "United States City Average All Items For All Urban Consumers CPI-U, 1982-84=100"), as issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index"). The adjusted rate shall be established for the year following each anniversary of the Commencement Date by multiplying each component of the rate by a fraction, the numerator of which is the Price Index for the last full calendar month preceding the most recent anniversary date, and the denominator of which is the Price Index for the last full calendar month preceding the Commencement Date.

If publication of the Price Index is subsequently discontinued, the parties shall thereafter accept comparable statistics on the cost of living increases for the United States as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties. In this event, or in the event that the Price Index is no longer published annually for the last full calendar month preceding the Commencement Date, there shall be made a method of computation herein provided such revisions as the circumstances may require to carry out the intent of this Section 2.

Schedule of rate increases:

March 1, 2003 – February 29, 2004: \$5.75 Cubic Yard

March 1, 2004 and each anniversary date thereafter on March 1st of each concurrent year, a CPI adjustment shall be made until the end of this agreement. The annual CPI increase shall not exceed 2.5% in any concurrent year.

SECTION 3. TERMS OF PAYMENT

CUSTOMER understands and agrees that the COUNTY REPRESENTATIVE shall bill the CUSTOMER for landfill services/capacity by the 10th of each month following the prior month's services, and payment is expected by the end of that same month. Payment not received on or before the last day of the billing month will be subject to a 1.5% (one and one half per cent) late payment penalty to be assessed and payable on the subsequent month's statement. The CUSTOMER further understands and agrees that such late payment penalty shall be compounded each month thereafter for up to 90 days, and if full payment is not received at the end of the 90 days, CUSTOMER shall be subject to the default provisions of the agreement.

SECTION 4. LANDFILL FACILITY ACCESS AND SERVICE AVAILABILITY

COUNTY REPRESENTATIVE agrees to make the landfill facility and services available to the CUSTOMER five days a week, Monday through Friday, 7:30 a.m. to 4:00 p.m. and on Saturdays from 8:00 a.m. to 11:00 a.m., with the exception of the following official holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These hours are subject to change in relation to the permit and or contractual agreement with POLK COUNTY. COUNTY REPRESENTATIVE will agree to open the landfill on days other than regular operating days in case of emergency and when special conditions/circumstances dictate the opening, and on request of the CUSTOMER. A rate of \$500.00 per day, plus regular agreement fees will be required by the COUNTY REPRESENTATIVE for these exceptions.

SECTION 5. ACCEPTANCE OF WASTE DISPOSAL AT LANDFILL SITE

COUNTY REPRESENTATIVE agrees to receive the CUSTOMER'S vehicles and assist in discharging the waste onto the working face of the disposal area, without undue delay, and to insure a speedy turn around for the vehicle making the delivery. CUSTOMER understands and agrees to fully comply with all rules, regulations and laws governing solid waste, as imposed on said entities and their facilities by the State of Texas or Federal Government that may have authority over the control and management of solid waste as authorized by law. Any waste

declared "unauthorized," by State or Federal laws, and not appropriate for disposal in a Type I Landfill, shall not be delivered to the facility by CUSTOMER for processing or disposal. CUSTOMER understands that Subtitle D of the Resources Conservation and Reclamation Act of 1976, requires facility personnel to conduct random waste screenings. CUSTOMER agrees that in the event that unacceptable waste is discovered in the CUSTOMER'S load at the time of discharge, the CUSTOMER'S official representative will be notified immediately, and the CUSTOMER shall be responsible for the removal of said unauthorized waste to an appropriate facility. However, the CUSTOMER may at the CUSTOMER'S option request the COUNTY REPRESENTATIVE to remove said unauthorized waste to an appropriate facility, with all costs associated with said removal/ processing and disposal of said unauthorized waste to be executed at the complete and total expense of the CUSTOMER.

SECTION 6. TERM AND TERMINATION OF AGREEMENT

This agreement shall commence on March 1, 2003. The initial term of this agreement shall be from the commencement date of this agreement through February 28, 2008.

Either party shall have the right to terminate this agreement upon thirty (30) day's prior written notice to the other party in the event of a material breach by such other party. In the event such a breach has not been cured within such 30-day period, all rights and obligations hereunder shall terminate, except the payment obligations under Sections 2 & 3, that are then outstanding and except as otherwise provided by this agreement. In addition, this agreement shall be subject to cancellation in the event that any regulatory authority having jurisdiction over the landfill closes the facility or the landfill operations agreement between COUNTY REPRESENTATIVE and POLK COUNTY is terminated.

SECTION 7. RENEWAL/NONRENEWAL OF AGREEMENT

Both parties agree that 90 days prior to the appropriate expiration date of this agreement, either party may notify the other party of its intent not to renew this agreement.

SECTION 8. CONTRACT ASSIGNABILITY

The CUSTOMER expressly understands that this agreement shall not be assignable or transferable to another party, without the full knowledge of, and prior approval of the COUNTY REPRESENTATIVE, which approval (a) shall not unreasonably be withheld, and (b) if approval cannot be reasonably withheld by the COUNTY REPRESENTATIVE, approval shall be timely given.

SECTION 9. RESOLUTION OF DISPUTES

Both Parties agree that this agreement exists for the mutual benefit of both Parties, and as such a bond of trust exists between both Parties to extent said mutual benefit exists between both Parties. In the event of any misunderstanding, disagreement or dispute between the CUSTOMER and the COUNTY REPRESENTATIVE, both Parties agree to enter into discussions to resolve said misunderstandings, disagreements or disputes. COUNTY REPRESENTATIVE and CUSTOMER agrees to consider any and all just requests of the other Party, and when possible, agree to seek solutions of mutual benefit without the incurring of any undue or extraordinary expenses by either Party.

SECTION 10. CONTRACT PERFORMABILITY

The obligations and undertakings of each of the parties to this agreement shall be performable in Polk County, Texas.

Agreed to and accepted this 12 day of March, 2003.

FOR SAN JACINTO COUNTY
(CUSTOMER)

William H Law

Hon. William Law
County Judge

FOR POLK COUNTY
(COUNTY)

John P. Thompson

Hon. John P. Thompson
County Judge

Attest:

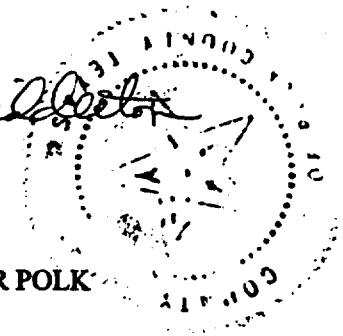
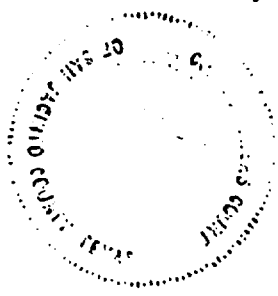
Chardene Vann

County Clerk
San Jacinto County

Attest:

Barbara McQuinn

County Clerk
Polk County



REPRESENTATIVE FOR POLK COUNTY

Santek Environmental of Texas, LLC.

117 3347 01 10



JOHN P. THOMPSON
COUNTY JUDGE

Item #10

Wednesday, April 02, 2003

Cherie Wheeland
Pedigo Furniture
3785 Hwy 190 W
Livingston, TX 77351

Dear Cherie:

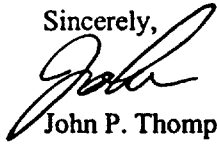
Your request for the lease of approximately 5,700 sq ft. contained within the warehouse building located on the southeast corner of the block at 109 W. Mill was approved by the Commissioners Court on March 25, 2003.

By this letter, we are extending on a month to month basis the terms and conditions of the prior building lease which expired March 31, 2003, with the modified square footage and related lease payment (based upon sq. footage) in the amount of \$712.00 per month beginning April 1, 2003.

Please forward your payments to this office for processing;

Polk County, Texas
C/O County Judge John Thompson
101 W. Church, Suite 300
Livingston, Texas 77351

Sincerely,


John P. Thompson
County Judge
Polk County, Texas

Item #14

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	5,261.57
015 ROAD & BRIDGE ADM	.00
032 ENVIRONMENTAL SERVICES	1,178.00
048 DISTRICT ATTY SPECIAL FUND	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

Budget Revisions

& Budget Amendments

#2003-10(a)

and

#2003-10

03/19/2003 09:11:56

REPORT OF GENERAL LEDGER AMENDMENTS

GE1122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2003 010-340-555	CONSTABLE, PCT#1 S	03/19/2003	2K3-10	800.00-	875.00-	75.00-	CK FROM ATTORNEY-AT-LAW, PER K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	75.00-		
2003 010-342-551	TRA PATROL REIMBUR	03/19/2003	2K3-10	32,533.57-	53,679.76-	21,146.19-	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-342-551	TRA PATROL REIMBUR	03/19/2003	2K3-10	53,679.76-	67,610.69-	13,930.93-	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-342-552	TRA PATROL ADMINIS	03/19/2003	2K3-10	1,933.70-	5,105.63-	3,171.93-	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-342-552	TRA PATROL ADMINIS	03/19/2003	2K3-10	5,105.63-	7,195.27-	2,089.64-	CK FROM TRA, PER B.L. DOCKEN K	K
			TOTAL AMENDMENTS	4	TOTAL CHANGES	40,338.69-		
2003 010-370-150	SALE OF ASSETS	03/19/2003	2K3-10	650.00-	37,850.00-	37,200.00-	RECORD TIME WARRANT FOR SHE K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	37,200.00-		
2003 010-390-561	TIME WARRANT PROCE	03/19/2003	2K3-10	.00	270,301.00-	270,301.00-	RECORD TIME WARRANT FOR SHE K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	270,301.00-		
2003 010-551-315	OFFICE SUPPLIES	03/19/2003	2K3-10	700.00	775.00	75.00	CK FROM ATTORNEYS-AT-LAW, PE K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	75.00		
2003 010-560-105	SALARIES	03/19/2003	2K3-10	1,200,845.05	1,218,609.55	17,764.50	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-105	SALARIES	03/19/2003	2K3-10	1,218,609.55	1,230,312.67	11,703.12	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-201	SOCIAL SECURITY	03/19/2003	2K3-10	99,236.72	100,595.71	1,358.99	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-201	SOCIAL SECURITY	03/19/2003	2K3-10	100,595.71	101,491.00	895.29	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-203	RETIREMENT	03/19/2003	2K3-10	83,377.32	84,563.99	1,186.67	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-203	RETIREMENT	03/19/2003	2K3-10	84,563.99	85,345.76	781.77	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-204	WORKERS COMPENSATI	03/19/2003	2K3-10	25,723.22	26,502.40	779.18	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-204	WORKERS COMPENSATI	03/19/2003	2K3-10	26,502.40	27,015.70	513.30	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-206	UNEMPLOYMENT INSUR	03/19/2003	2K3-10	4,092.19	4,149.04	56.85	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-206	UNEMPLOYMENT INSUR	03/19/2003	2K3-10	4,149.04	4,186.49	37.45	CK FROM TRA, PER B.L. DOCKEN K	K
2003 010-560-373	CAPITAL OUTLAY PUR	03/19/2003	2K3-10	.00	307,501.00	307,501.00	RECORD TIME WARRANT FOR SHE K	K
			TOTAL AMENDMENTS	11	TOTAL CHANGES	342,578.12		
2003 010-645-411	PAUPER CARE AND LU	03/19/2003	2K310A	12,000.00	7,500.00	4,500.00-	REQUEST PER JUDGE JOHN THOM K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	4,500.00-		
2003 010-691-405	AUTOPTIES	03/19/2003	2K310A	26,000.00	30,500.00	4,500.00	REQUEST PER JUDGE JOHN THOM K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	4,500.00		
2003 015-369-300	CULVERT/MATERIAL R	03/19/2003	2K3-10	465.32-	490.32-	25.00-	CK FROM VETERANS OF FOREIGN K	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES	100.00-		
2003 015-369-400	CULVERT/MATERIAL R	03/19/2003	2K3-10	25.00-	100.00-	75.00-	RESTITUTION CHECK FOR SIGN, K	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES	100.00-		
2003 015-390-621	LOAN PROCEEDS	03/19/2003	2K3-10	50,373.92-	57,373.92-	7,000.00-	RECORD TIME WARRANT FOR DUM K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	7,000.00-		
2003 015-621-337	MATERIAL/SUPPLIES	03/19/2003	2K310A	9,817.69	12,817.69	3,000.00	REQUEST PER COMMISSIONER BO K	K
2003 015-621-339	CONSTRUCTION CONTR	03/19/2003	2K310A	91,202.65	88,202.65	3,000.00-	REQUEST PER COMMISSIONER BO K	K
2003 015-621-339	CONSTRUCTION CONTR	03/19/2003	2K310A	88,202.65	87,922.65	280.00-	REQUEST PER COMMISSIONER BO K	K
2003 015-621-339	CONSTRUCTION CONTR	03/19/2003	2K310A	87,922.65	87,322.65	600.00-	REQUEST PER COMMISSIONER BO K	K
2003 015-621-441	GAS/HEAT	03/19/2003	2K310A	87,322.65	85,322.65	2,000.00-	REQUEST PER COMMISSIONER BO K	K
2003 015-621-490	MISCELLANEOUS	03/19/2003	2K310A	500.00	1,100.00	600.00	REQUEST PER COMMISSIONER BO K	K
2003 015-621-571	ROAD MACHINERY/EQU	03/19/2003	2K310A	770.00	1,050.00	280.00	REQUEST PER COMMISSIONER BO K	K
2003 015-621-573	PCT 1 CAPITAL OUTL	03/19/2003	2K3-10	.00	2,000.00	2,000.00	REQUEST PER COMMISSIONER BO K	K
			TOTAL AMENDMENTS	9	TOTAL CHANGES	7,000.00	RECORD TIME WARRANT FOR DUM K	K

03/19/2003 09:11:56		REPORT OF GENERAL LEDGER AMENDMENTS				GEL122 PAGE 2		
ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2003 015-623-337	MATERIAL/SUPPLIES	03/19/2003	2K3-10	14,839.70	14,864.70	25.00	CK FROM VETERANS OF FOREIGN K	
	PRECINCT #3 EXPENSE SUMMARY			1 TOTAL AMENDMENTS	1 TOTAL CHANGES	25.00		
2003 015-624-337	MATERIAL/SUPPLIES	03/19/2003	2K3-10	6,500.00	6,575.00	75.00	RESTITUTION CK FOR ROAD SIG K	
	PRECINCT #4 EXPENSE SUMMARY			1 TOTAL AMENDMENTS	1 TOTAL CHANGES	75.00		
2003 032-271-000	FUND BALANCE	03/19/2003	2K310A	.00	94.96	94.96	UNBUDGETED LANDFILL EXPENSE K	
				1 TOTAL AMENDMENTS	1 TOTAL CHANGES	94.96		
			TOTAL AMENDMENTS	32310A	494.04	494.04	UNBUDGETED LANDFILL EXPENSE K	
			TOTAL AMENDMENTS	1	494.04	494.04		
			TOTAL AMENDMENTS	1	494.04	494.04		
2003 032-595-403	GAS MONITORING FEE	03/19/2003	2K310A	3,147.50	3,736.50	589.00	UNBUDGETED LANDFILL EXPENSE K	
	EXP SUMMARY - WASTE MANAGEMENT			1 TOTAL AMENDMENTS	1 TOTAL CHANGES	589.00		
2003 048-271-000	FUND BALANCE	03/19/2003	2K3-10	.00	861.18	861.18	CK FROM STATE COMPTROLLER,P K	
				1 TOTAL AMENDMENTS	1 TOTAL CHANGES	861.18		
2003 048-476-427	INVESTIGATORS/TRAI	03/19/2003	2K3-10	.00	861.18	861.18	CK FROM STATE COMPTROLLER,P K	
				1 TOTAL AMENDMENTS	1 TOTAL CHANGES	861.18		

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	780.00
TOTAL OF ALL FUNDS	780.00

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,014.00

TOTAL OF ALL FUNDS	1,014.00

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	606.00
TOTAL OF ALL FUNDS	606.00

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

B. L. DOCKENS



COUNTY AUDITOR



JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,476.00
TOTAL OF ALL FUNDS	1,476.00

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

B. L. DOCKENS 
COUNTY AUDITOR _____
JOHN P. THOMPSON _____
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	708.00
TOTAL OF ALL FUNDS	708.00

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,437.46
015 ROAD & BRIDGE ADM	951.72
049 DISTRICT ATTY HOT CHECK FUND	291.71

TOTAL OF ALL FUNDS	4,680.89

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	48,288.86
015 ROAD & BRIDGE ADM	12,299.23
027 SECURITY	375.51
048 DISTRICT ATTY SPECIAL FUND	146.30
051 AGING	2,223.24
083 MUSEUM OPERATING FUND	116.36
101 ADULT SUPERVISION	6,645.63
108 CCP - SURVEILLANCE	862.48
109 SPECIALIZED CASELOAD CCP	416.70
184 JUVENILE PROBATION	956.82
185 CCAP - JUVENILE PROBATION	3,002.48

TOTAL OF ALL FUNDS	75,333.61

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ACH 324

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	42,340.73
015 ROAD & BRIDGE ADM	9,967.16
027 SECURITY	350.24
048 DISTRICT ATTY SPECIAL FUND	87.38
051 AGING	1,758.10
083 MUSEUM OPERATING FUND	82.71
101 ADULT SUPERVISION	6,184.04
104 DTP - CSR	24.48
108 CCP - SURVEILLANCE	720.18
109 SPECIALIZED CASELOAD CCP	385.20
184 JUVENILE PROBATION	895.53
185 CCAP - JUVENILE PROBATION	2,418.15
TOTAL OF ALL FUNDS	65,213.92

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

B. L. DOCKENS
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

ACH 325

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	130,334.54
015 ROAD & BRIDGE ADM	33,264.83
027 SECURITY	1,297.82
048 DISTRICT ATTY SPECIAL FUND	450.82
051 AGING	7,036.95
083 MUSEUM OPERATING FUND	345.34
101 ADULT SUPERVISION	18,325.84
104 DTP - CSR	147.76
108 CCP - SURVEILLANCE	1,875.81
109 SPECIALIZED CASELOAD CCP	1,147.77
184 JUVENILE PROBATION	2,481.20
185 CCAP - JUVENILE PROBATION	7,572.20
TOTAL OF ALL FUNDS	204,280.88

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

B. L. DOOLENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Handwritten Signature]
[Handwritten Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,299.51
015 ROAD & BRIDGE ADM	738.31
027 SECURITY	30.00
061 DEBT SERVICE FUND	67,346.87
101 ADULT SUPERVISION	1,419.45
108 CCP - SURVEILLANCE	350.50
184 JUVENILE PROBATION	125.00
185 CCAP - JUVENILE PROBATION	578.27
TOTAL OF ALL FUNDS	73,887.91

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,069.75
088 JUDICIARY FUND	790.50
TOTAL OF ALL FUNDS	1,860.25

ACH 326

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,420.00
015 ROAD & BRIDGE ADM	68.00
061 DEBT SERVICE FUND	41,603.78

TOTAL OF ALL FUNDS	50,091.78

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

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FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	83,745.28
015 ROAD & BRIDGE ADM	41,401.22
017 LATERAL ROAD FUND	364.80
027 SECURITY	86.97
051 AGING	4,767.56
093 CO CLERK RECORDS MGMT FUND	3,148.72
094 COUNTY RECORDS MGMT FUND	2,170.19
TOTAL OF ALL FUNDS	135,684.74

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

Addendum Schedule of Bills for Court Dated MAR 25 2003
FY-03

Vendor	Amount	Explanation
31ST ANNUAL COUNTY TREASURER'S SEMINAR	\$ 160.00	COUNTY TREASURER
GALLS	\$ 140.96	CONST. #2 REISSUE OF CHECK
BEST WESTERN	\$ 62.00	SHERIFF DEPT
CLARK/ CYNTHIA	\$ 6.00	JURY CHECK REISSUE
EDMONDS/ ALENE	\$ 21.19	R&B#1
HYATT REGENCY AUSTIN ON TOWN LAKE	\$ 276.00	DISTRICT CLERK
HOLIDAY INN TOWN LAKE	\$ 359.55	AUDITOR
JEFFERSON COUNTY MORGUE	\$ 4,400.00	AUTOPSIES
MILLS, MICHAEL L	\$ 6.00	JURY REISSUE
NETTLES, MIKE	\$ 200.00	SHERIFF DEPT
SANDERS, JOHN	\$ 200.00	SHERIFF DEPT
DOUBLE "S" WELDING	\$ 11.00	R&B#1
SANDERS SUPPLY	\$ 1,992.00	R&B#1
SHOTWELL, BETTY S	\$ 6.00	JURY REISSUE
DAVID, STANCIL	\$ 321.50	RESTITUTION REISSUE
THE UNIVERSITY OF TEXAS AT AUSTIN	\$ 390.00	DISTRICT CLERK
UNIVERSITY OF TEXAS AT AUSTIN	\$ 285.00	AUDITOR
VERIZON WIRELESS MESSAGING SERVICE	\$ 1,476.79	PAGING SYSTEM
TOTAL	<u>\$ 10,313.99</u>	AUDITOR UTILITIES

John P. Thompson

IT Item #16

DATE: March 12 through March 25, 2003

EMPLOYEE NO.	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1) FRANCES FLORES	AGING SERVICES (ONALASKA)	#1265 COOK	REGULAR PART-TIME	5/05 \$7.28 HR.	PASSED SPANISH PROF. TEST - SALARY INCREASE TO (5/06) (\$7.46 HR.) EFFECTIVE 03/12/2003
(2) SUSAN R. WIGGINS	SHERIFF (ONALASKA)	#1043 TEOECOMMUNICATION OPER.	LABOR POOL -900 HRS.	13/(01) \$9.79 HR.	REMOVED FROM HIRE LIST - DID NOT COMPLETE PHYSICAL EFFECTIVE 03/14/2003
(3) WENDELL WILLS	CUSTODIAL/ MAINTENANCE	#0803 CUSTODIAL/MAINT. WORKER	REGULAR FULL-TIME	9/(-01) \$7.42 HR.	NEW HIRE EFFECTIVE 03/27/2003
(4) LISA BRIDGES	PERSONNEL	#0102 SECRETARY I	LABOR POOL -900 HRS.	10/(01) \$8.44 HR.	RESIGNATION EFFECTIVE 03/18/2003
(5) LISA BRIDGES	JAIL	#1055 CORRECTIONS OFFICER	LABOR POOL -900 HRS.	13/(01) 9.79 HR.	RESIGNATION EFFECTIVE 03/18/2003
(6) LAKITA MCCOY	AGING SERVICES (LIVINGSTON)	#1265 COOK	LABOR POOL -900 HRS.	05/(01) \$6.59 HR.	DISMISSAL EFFECTIVE 03/19/2003
(7) PAMELA BOOKER	AGING SERVICES (LIVINGSTON)	#1265 COOK	LABOR POOL -900 HRS.	05/(05) \$7.28 HR.	DISMISSAL EFFECTIVE 03/19/2003
(8) PHYLLIS GALE BISHOP	AGING SERVICES (ONALASKA)	#1262 SITE MANAGER	REGULAR PART-TIME	15/(01) \$10.80 HR.	RESIGNATION EFFECTIVE 03/21/2003
(9) LISA OLIVER	AGING SERVICES (LIVINGSTON)	#1265 COOK	REGULAR PART-TIME	05/(06) \$7.46 HR.	RECLAS. TO AGING/ ONALASKA, #1262 SITE MGR. (15/01) (\$10.80 HR) EFFECTIVE 03/24/2003
(10) STEPHANIE FADDIS	AGING SERVICES (LIVINGSTON)	#1265 COOK	LABOR POOL -900 HRS.	05/(01) \$6.59 HR.	RECLASSIFY FROM LABOR POOL -900 TO REG PART TIME (05/01) (\$6.59) EFFECTIVE 03/26/2003
(11) STACY RENEE HANDLEY	COUNTY CLERK	#0105 DEPUTY CLERK	REGULAR FULL-TIME	11/(-01) \$17,550.53	INCREASING TO BEGINNING LEVEL OF GROUP 11/1 (\$18,439.02) EFFECTIVE 03/26/2003
(12)					
(13)					
(14)					
(15)					

ADDITIONAL

Item #18

MARCH 19, 2003

JUDGE THOMPSON
POLK COUNTY COURTHOUSE
LIVINGSTON, TX 77351

DEAR SIR:

I AM SUBMITTING THIS LETTER TO YOU AND COMMISSIONERS COURT, AS A REQUEST TO HIRE ED NEWTON AS A DEPUTY CONSTABLE. PLEASE ADD THIS ISSUE TO THE MINUTES FOR COMMISSIONERS COURT, SCHEDULED FOR MARCH 25, 2003. I WOULD LIKE TO THANK YOU IN ADVANCE FOR YOUR ASSISTANCE IN THIS MATTER.

CONSTABLE PCT #1
LESTER TATUM