



POLK COUNTY COMMISSIONERS COURT

FEBRUARY 10, 2004

10:00 A.M.

Polk County Courthouse, 3rd floor

2004-011

Livingston, Texas

NOTICE

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

Agenda topics

1. CALL TO ORDER.
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
 - DISTINGUISHED BUDGET PRESENTATION AWARD.
- OLD BUSINESS:**
4. CONSIDER APPROVAL OF PERSONNEL MANAGEMENT SYSTEM UPDATE.
- NEW BUSINESS:**
5. CONSIDER APPROVAL OF MINUTES OF REGULAR MEETING OF JANUARY 27, 2004.
6. CONSIDER APPROVAL OF AMENDMENT TO WRECKER PERMITTING FEES.
7. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT.2) LOT 14, BLOCK 12, IMPALA WOODS #1: LOTS 51 & 53, SECTION 2, WIGGINS VILLAGE #2 (PCT. 3) LOT 36, MILLS FOREST, TR. 31, G. JAMESON SURVEY, ABSTRACT 41, 1.00 ACRE ; TR. 22, J. PARRISH SURVEY, ABSTRACT 782, 3.00 ACRES.
8. CONSIDER REQUEST FROM QUANTUM GEOPHYSICAL, INC. FOR PERMIT TO CONDUCT GEOPHYSICAL OPERATIONS IN COUNTY R.O.W., PCT. 3.
9. CONSIDER APPROVAL TO GRANT UTILITY EASEMENT TO SHECO IN LIMITED AREA OF PRECINCT 2 GRAVEL PIT - OLD GROVETON ROAD.
10. CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED ON ISSUANCE OF REFUNDING BONDS.
11. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
12. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
13. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
14. **EXECUTIVE SESSION** : As authorized by the Texas Open Meetings Act, as amended; Government Code §§ 551.074 (1) .
 - Deliberation relating to the appointment of Maintenance Engineer.
15. CONSIDER APPROVAL OF APPOINTMENT OF MAINTENANCE ENGINEER.

ADJOURN

By: John P. Thompson, County Judge

Posted: February 4, 2004

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, February 4, 2004, 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: Shelana Walker

Deputy

FILED
 2004 FEB - 4 AM 9:53
 CLERK OF COURTS
 POLK COUNTY TEXAS



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ADJOURN

Posted: February 4, 2004

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, February 4, 2004, 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 Sibelana Walker

Deputy

FILED FOR RECORD
2004 FEB - 4 AM 9:53
POLK COUNTY CLERK
Sibelana Walker

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor

Livingston, Texas



February 10, 2004

10:00 a.m.

ADDENDUM to Posting # 2004-011

In accordance with Tex. Gov't. Code Ann. §551.045, the following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for February 10, 2004 at 10:00 A.M.

AMEND TO ADD;

- 16. CONSIDER ANY/ALL NECESSARY ACTION REGARDING COUNTY RENTAL PROPERTY.
- 17. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- 18. CONSIDER REQUEST OF PCT. 1 COMMISSIONER TO CORRECT MASTER STREET ADDRESS GUIDE (MSAG), REFLECTING 565 FEET OF MAPLE STREET AS COUNTY ROAD AND BROKEN ARROW TRAIL AS A NON-COUNTY ROAD.
- 19. CONSIDER PCT. 2 CONSTABLE'S REQUEST TO APPROVE APPOINTMENT AND BOND OF RANDY WHEELER AS RESERVE DEPUTY CONSTABLE.

By John P. Thompson, County Judge

John P. Thompson

Dated: Friday, February 6, 2004

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, February 6, 2004 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 *Barbara Middleton* Deputy

POLK COUNTY CLERK

Barbara Middleton

2004 FEB -6 PM 3:53

FILED FOR RECORD

STATE OF TEXAS }

DATE: FEBRUARY 10, 2004

COUNTY OF POLK }

REGULAR MEETING

All members - Present

**COMMISSIONERS COURT
AGENDA POSTING #2004-011**

BE IT REMEMBERED ON THIS THE 10th DAY OF FEBRUARY, 2004
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 - COMMISSIONER PCT #2,
JAMES J. "Buddy" PURVIS- COMMISSIONER PCT #3, C. T. "TOMMY" OVERSTREET,
COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK and B.L. DOCKENS
COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS, & DECREES WERE
DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
BOB DOCKENS GAVE THE OPENING PRAYER.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. ROBERT BELT OF SANDERSON, KNOX & BELT, CERTIFIED PUBLIC ACCOUNTANT
PRESENTED THE G.F.O.A. BUDGET AWARD (FY-2003) TO COUNTY JUDGE JOHN
THOMPSON. POLK COUNTY IS ONE OF ONLY NINE COUNTIES STATEWIDE THAT
HAS RECEIVED THIS DISTINGUISHED AWARD. JUDGE THOMPSON THANKED
HIS STAFF (MARCIA COOK) FOR ALL THE HARD WORK ON COMPLETION OF THE
BUDGET PREPARATION EACH YEAR.
 - B. COUNTY CLERK REMINDED EVERYONE THAT EARLY VOTING FOR BOTH
PRIMARIES BEGINS ON MONDAY, FEBRUARY 23rd AND ENDS MARCH 5th.
4. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE THE
PERSONNEL MANAGEMENT SYSTEM UPDATE, AS SUBMITTED BY JUDY ISAACS.
ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL OF
MINUTES OF REGULAR MEETING OF JANUARY 27, 2004, INCLUDING NOTED
ADJUSTMENTS BY JUDGE THOMPSON.
ALL VOTING YES.
6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO APPROVE
AMENDMENTS TO WRECKER PERMITTING FEES.
ALL VOTING YES. (SEE ATTACHED)
7. PRECINCT#2 - TAX FORECLOSURE PROPERTIES:
 - A. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ACCEPT OFFER
TO PURCHASE TAX FORECLOSURE PROPERTIES;
LOT 14, BLOCK 12, OF IMPALA WOODS #1, and
LOTS 51 & 53, SECTION 2, OF WIGGINS VILLAGE #2.
ALL VOTING YES.

7. PRECINCT #3 - TAX FORECLOSURE PROPERTIES:
 B. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES;
 LOT 36, OF MILLS FOREST SUBDIVISION, and
 TRACT 31, OF G. JAMESON SURVEY, ABSTRACT 41, 1.00 ACRE,
 TRACT 22, OF J. PARRISH SURVEY, ABSTRACT 782, 3.00 ACRES.
 ALL VOTING YES.

8. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE REQUEST BY QUANTUM GEOPHYSICAL, INC. FOR PERMIT TO CONDUCT GEOPHYSICAL OPERATIONS IN COUNTY (ROW) RIGHT OF WAY IN PRECINCT #3.
 ALL VOTING YES. (SEE ATTACHED)

9. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL TO GRANT UTILITY EASEMENT TO SHECO(SAM HOUSTON ELECTRIC COOPERATIVE) IN LIMITED AREA OF PRECINCT #2 GRAVEL PIT - OLD GROVETON ROAD.
 ALL VOTING YES. (SEE ATTACHED)

10. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE "ORDER" AUTHORIZING BICKERSTAFF, HEATH, SMILEY, POLLAN, KEVER & McDANIEL L.L.P. OF AUSTIN, AS FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED ON ISSUANCE OF REFUNDING BONDS SAVING THE COUNTY APPROXIMATELY \$50,000.00, ON CONSOLIDATION OF PRIOR DEBT AND TAX NOTES.
 ALL VOTING YES. (SEE ATTACHED)

11. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL OF BUDGET REVISIONS #2004-09.
 ALL VOTING YES. (SEE ATTACHED)

12. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL & PAYMENT OF BILLS BY SCHEDULE INCLUDING ADDENDUMS.
 ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
1/22/04	\$43,702.07	184676 - 184705
1/26/04	\$73,870.64	ACH 395 - JUDICIARY FUND
1/26/04	\$23,644.03	184706 - 184709
1/27/04	\$325,000.00	ACH 396 - INVESTMENTS /DEBT
1/27/04	\$8,985.63	184710 - 184716
1/29/04	\$4,061.36	184717 - 184733
1/29/04	\$114,773.14	184734 - TDCRS
1/29/04	\$66,093.89	ACH 397 - FICA/WH
1/29/04	\$215,368.08	ACH 398 - PAYROLL
1/30/04	\$1,241,000.00	ACH 399 - INVESTMENTS/DEBT
1/30/04	\$350,635.00	ACH 400 -INVESTMENTS/DEBT
1/30/04	\$11,350.00	184735 - 184739

DATE	AMOUNT	CHECK NUMBERS
1/30/04	\$13,883.32	184740 - 184767
2/3/04	\$507,000.00	ACH 401 -INVESTMENTS/DEBT
2/3/04	\$1,938.29	184768 - 184769
2/3/04	\$104,188.50	184770 - 184946
2/3/04	\$559.00	184947 - IHC
2/10/04	\$797.84	Addendum (FY2004)
TOTAL	\$3,106,850.79	

13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL OF PERSONNEL ACTION FORMS, INCLUDING REVISED LIST SUBMITTED FOR TODAY'S COURT SESSION.
ALL VOTING YES. (SEE ATTACHED)

14. **EXECUTIVE SESSION:** SEE END OF COURT MINUTES.

15. CONSIDERATION APPOINTMENT OF MAINTENANCE ENGINEER. SEE END OF COURT MINUTES.

16. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE ALL ACTION REGARDING THE RENTAL OF PROPERTY AT 512 W. CHURCH, INC. FOR MOVING THE OFFICES OF COUNTY AUDITOR, COUNTY TREASURER AND THE PERSONNEL OFFICER FROM THE COURTHOUSE TO LARGER OFFICE SPACE.
ALL VOTING YES. (SEE ATTACHED)

17. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE BUDGET AMENDMENTS #2004-09a, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
ALL VOTING YES. (SEE ATTACHED)

18. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL TO CORRECT MASTER STREET ADDRESS GUIDE (MSAG) REFLECTING 565 FEET OF MAPLE STREET AS A COUNTY ROAD AND BROKEN ARROW TRAIL AS A NON-COUNTY ROAD, AS REQUESTED BY COMMISSIONER WILLIS, PRECINCT #1.
ALL VOTING YES. (SEE ATTACHED)

19. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE APPOINTMENT AND BOND OF RANDY WHEELER AS A RESERVE DEPUTY CONSTABLE PCT #2, AS REQUESTED BY CONSTABLE CUNNINGHAM.
ALL VOTING YES.

RECESS - REGULAR SESSION AT 10:25 A.M. (BREAK)

14. **EXECUTIVE SESSION - 10:45 A.M.**
AS AUTHORIZED BY THE TEXAS OPEN MEETINGS ACT, AS AMENDED, GOVERNMENT CODE, SECTION 551.074 (1)

- DELIBERATION RELATING TO THE APPOINTMENT OF MAINTENANCE ENGINEER.

END OF EXECUTION SESSION - 11:11 A.M.

RECONVENED INTO REGULAR SESSION.

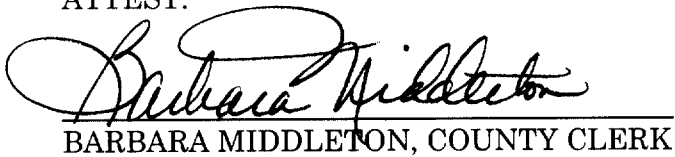
15. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE APPOINTMENT OF LUTHER "JAY" BURKS AS MAINTENANCE ENGINEER OF POLK COUNTY, AT PAY GROUP 21/STEP 6.
ALL VOTING YES.

20. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, APPROVAL TO ADJOURN COURT THIS 10TH DAY OF FEBRUARY, 2004 AT 11:13 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT. 2004\FEB10.wpd

Item #6


COUNTY OF POLK

STATE OF TEXAS

ORDER

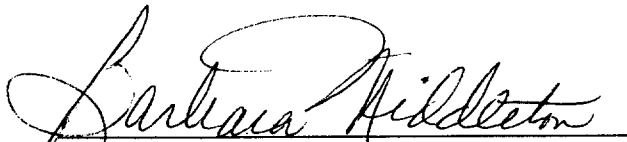
Pursuant to Section 643.201, Texas Transportation Code, the attached Polk County Wrecker Regulations for Law Enforcement Consent and Non-Consent Towing and Storage Services are hereby amended effective February 10, 2004.

Read and Adopted this 10th day of February, 2004.

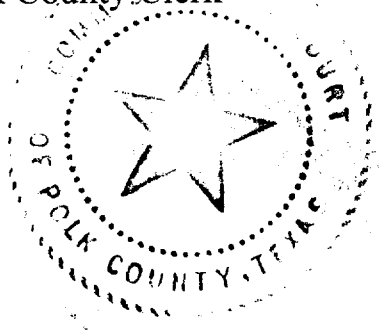


Polk County Judge

Attest:



Polk County Clerk



**POLK COUNTY WRECKER REGULATIONS FOR LAW ENFORCEMENT
CONSENT AND NON-CONSENT TOWING AND STORAGE SERVICES**

A. DEFINITIONS

1. "APPLICATION" - The written application form, proof of insurance and any and all application fees.
2. "CONSENT TOW" - Any tow conducted with the permission of, or at the direction of, the towed vehicle's legal or registered owner, or such owner's authorized representative. Except as set forth in the definition of "non-consent tow" below, a tow will be considered a consent tow where the owner is able to give consent.
3. "LAW ENFORCEMENT SCENE" - The scene of an accident or custodial arrest. "Scene" will also be used as minimum distance from spilled substance(s) caused by or from an accident. Minimum distance shall be no less than what is defined in the most current issue of North American Emergency Response Guide Book for the most serious substance involved.
4. "MOTOR VEHICLE" - A vehicle subject to registration under the Certificate of Title Act (Chapter 501, Transportation Code) or any other device designed to be self-propelled or transported on a public highway.
5. "NON-CONSENT TOW" - Any tow conducted without the permission of, or not at the direction of, the towed vehicle's legal or registered owner, or such owners authorized representative. Regardless of this definition, certified law enforcement officials may control the scene of an accident in the manner they deem appropriate and order a non-consent tow.
6. "OPERATE" - Driving a tow truck on public roadway.
7. "OPERATOR" - Any person operating a tow truck, regardless of whether the person owns the truck.
8. "PERSON" - An individual or any other legal entity.
9. "STORAGE COMPANY" - An individual, corporation, partnership, or other association that is engaged in the business of storing or repairing motor vehicles. The term includes the owner, operator, employee, and/or agent of the storage company that is compliant with current TCEQ regulations within and maintaining no violations which adversely affects the health, well being of the public and surrounding areas.
10. "TOW TRUCK" - A motor vehicle or mechanical device adapted or used to tow,

winch, or otherwise move motor vehicles. Specifically, wheeled vehicles with a mechanical, electrical or hydraulic winch, hydraulic wheel lift, or mechanical wheel lift, that are adapted or used to tow, winch or otherwise move vehicles are considered tow trucks. Rollbacks and flat bed trucks with slings, winches or wheel lifts are considered tow trucks.

11. "TOW TRUCK OWNER" - A person owning, leasing or otherwise using, either directly or indirectly, a tow truck on a public roadway.
12. "LEASE-OWNER" - Vehicle in owner's name with physical address in Polk County, phone number, and wrecker number permanently attached on truck with separate permit and all associated requirements met.
- 13: "LEASE OPERATOR" - Same as owner

B. SCOPE

No person shall operate a tow truck at the request of a law enforcement officer in the unincorporated areas of Polk County on non-consent towed vehicles unless the tow truck has been registered with the Sheriffs Department. Any vehicle not equipped with a power winch, hydraulic wheel lift, or mechanical wheel lift, will not be considered a tow truck. These regulations apply to a tow truck being operated in compensation, whether direct or indirect.

C. PERMIT

1. Each tow truck must have its own permit **and each operator/driver of a tow truck must have his/her own permit** ⁽¹⁾ ; the permit is not assignable or transferable
2. Each permit expires at midnight on the 31st day of January of each year.
3. A permit allows a tow truck to tow non-consent vehicles from law enforcement scenes in the unincorporated areas of Polk County.
4. The permit shall be kept on the tow truck at all times, visible from the rear.
5. There shall be a limited number if permits issued as to:
 - a. Not create an atmosphere of a business monopoly.
 - b. Ensure equal rights of business infrastructure upon proper business ethics and practices that will encourage a long-term resource for public safety.
6. The Commissioners Court, after considering the recommendation of the Sheriff, and Emergency Management Coordinator, will determine number of permits.

D. APPLICATION PROCESS

1. A person desiring a permit to operate a tow truck within Polk County shall file a written application with the Sheriffs Department annually. A certificate of insurance and a copy of the registration shall accompany the written application form. The tow truck's owner must sign the application.
2. The following information is required in the initial application:
 - a. Year and make of the tow truck;
 - b. Vehicle identification number of the tow truck;
 - c. Current Texas license plate number;
 - d. Name, address and telephone number of the tow truck owner;
 - e. Gross weight;
 - f. Current Texas tow tag;
 - g. Two photographs of the tow truck, one of each side, showing the name, address and telephone number of the business operating the tow truck permanently inscribed or affixed to each side.
3. Annual renewal applications may be submitted between November 1 and December 31st of each year. A certificate of insurance and fees shall be submitted with the written renewal application.
4. The Sheriffs Department shall issue a permit to all applicants who comply with all provisions of the rules and regulations set forth by these Regulations. A copy of all permits shall be on file with the Office of Emergency Management for resource purposes during emergency situations.

E. INSURANCE REQUIREMENTS

1. A registrant shall procure, and keep in full force and effect at all times when the registration is in effect, all insurance required by this section. At the time of original registration, and upon renewal, the insurance carrier or its authorized agent must file a certificate of insurance with the Sheriffs Department. The certificate must certify the type and amount of insurance coverage and provide for 30 days written notice to the Sheriffs Department of cancellation of or material change in the policy.
2. The policies and certificates shall be issued by a casualty insurance company which is authorized to do business in the state and shall comply with all applicable State Board of Insurance regulations.

3. The coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of the operation of a tow truck shall set minimum limits for each tow truck as follows:
 - a. Each tow must have liability insurance coverage. It is the intent of this subsection to provide for insurance covering damage, except that to the towed vehicle, for which the tow truck owner is liable.
 1. Each tow truck with a gross vehicle weight of 26,000 pounds or less must carry \$300,000 combined single limit coverage.
 2. Each tow truck with a gross vehicle weight over 26,000 pounds must carry \$500,000 combined single limit coverage.
4. Each tow truck must have tow truck cargo, on-hook or similar type insurance. It is the intent of this subsection to require insurance covering damage to the towed vehicle while it is in the care, custody or control of the tow truck owner and for which said owner is liable. The term "damage" shall include, but is not limited to damage to the towed vehicle that is the direct or indirect result of an improper hookup or improper towing.
 - a. Each tow truck with a gross vehicle weight of 26,000 pounds or less and must carry cargo on-hook or similar type insurance in the amount not less than \$10,000. In lieu of this coverage, each truck may have garage keeper's legal liability insurance with direct primary coverage options in an amount not less than \$20,000 to cover damage to the towed vehicle. This provision does not apply to an owner whose tow truck tows only property he owns. For this exemption to apply, the owner must certify, in his application for registration, that his truck is used to tow only property he owns. In addition, any owner claiming this exemption must permanently affix on each side of the truck, in letters at least 2 inches high, the phrases "Not For Hire".
 - b. Each tow truck with a gross vehicle weight over 26,000 pounds and a tandem axle must have tow truck cargo or on-hook insurance for the coverage of a towed vehicle in an amount not less than ~~\$25,000.00~~ **\$50,000** ⁽¹⁾. In lieu of this coverage, each truck may have garage keeper's legal liability insurance with direct primary coverage options in an amount not less than ~~\$25,000.00~~ **\$50,000.00** ⁽¹⁾ to cover damage to the towed vehicle. This provision does not apply to an owner whose tow truck tows only property he owns. For this exemption to apply, the owner must certify, in his application for registration, that his truck is used to tow only property he owns. In addition, any owner claiming this exemption must permanently affix on each side of the truck, in letters at least 2 inches high, the phrases "Not For Hire".

- c. The certificate of insurance shall also:
 - 1. Specify that the policy covers the vehicle subject to the certificate of registration;
 - 2. List the Department of Licensing and Regulation tow truck registration number, unless the truck is being registered for the first time and does not yet have a registration number;
 - 3. Identify the vehicle by make, model, and vehicle identification number; and
 - 4. Indicate that the policy complies with the intent of and minimum coverage limits established by these rules.
- d. Each tow truck must be insured so as to meet the requirements in addition to meeting the insurance requirements set forth in this chapter.
- e. A tow truck permit issued under these regulations shall be suspended upon cancellation or expiration, for whatever reason, of any insurance required by this section.
- f. If the applicant's tow truck is self-insured under a fleet policy, the application must state this, and the policy number must be indicated on the application form.
- g. If the applicant's tow truck is self-insured under the Texas Insurance Code a copy of the self-insured certificate issued by the Insurance Board must be attached to the application.

F. TECHINICAL REQUIREMENTS - All Tow Trucks

- 1. Each tow truck must display a tow truck license plate issued by the Department of Motor Vehicles under Chapter 502, Transportation Code. The plate must be permanently attached and must face toward the rear of the vehicle. Additionally, the plate shall be placed as high up on the vehicle as possible behind the driver.
- 2. Each tow truck shall have the tow truck owner's business name, address and telephone number, along with the Texas Department of Transportation number permanently inscribed or affixed on each side of the truck in letters no less than two inches high. The lettering should be of a color sufficiently different from the color of the truck to make it clearly and readily visible. For purposes of this requirement, the address need not include the street address or post office box number but must include the city within Polk County where the business is based. If the business is based in an unincorporated area, the Polk County name must appear on the sides of the truck. If federal law prohibits identification of the name or nature of the business, substitute identification approved by the department will

be allowed. In the event a self-contained non-self-propelled towing device, or some other form of auxiliary device, is used, the device need not meet this requirement; however, the vehicle to which that device is attached and which is providing the motive and/or braking forces, must meet this requirement.

3. If the tow truck owner is claiming the cargo insurance exemption, he must permanently affix on each side of the truck, in letters at least two inches high, the phrase "Not For Hire.
4. Each truck shall have brakes that meet reasonable braking performance requirements under all loading conditions. In the event that a self-contained non-propelled towing device, or some other form of auxiliary device, is used, that device need not meet this requirement; however, the vehicle to which that device is attached, and which is providing the braking force, must meet this requirement.
5. No tow truck shall tow more than its actual weight unless it has a 35,000-pound winch capacity (single or dual line), a 5/8-inch cable or its equivalent, and air brakes. In the event that a self-contained non-self-propelled towing device, or some other form of auxiliary device is used, the term "actual weight" as used in this subsection shall mean the actual weight of said device plus the actual weight of the vehicle to which that device is attached and which is providing the motive and/or braking forces. If a certified law enforcement officer at the scene of an accident determines that the scene must be cleared immediately, and a heavy-duty tow truck is not available, the officer may waive this requirement at the scene.
6. If a tow truck is pulling two or more vehicles, the tow truck must be able to tie into and operate the service brakes on the rearmost towed vehicle. This provision does not apply if the rearmost towed vehicle has only vacuum brakes. In the event that a self contained non-self-propelled towing device, or some other form of auxiliary device is used, that device need not meet this requirement; however, the vehicle to which that device is attached, and which is providing the motive and braking forces, must meet this requirement.
7. Each tow truck shall be equipped with a winch and a winch line and boom with a lifting capacity of not less than 8,000 pounds, single line capacity or a hydraulic or mechanical wheel lift with a lifting capacity of not less than 2,500 pounds. In the event that a self-contained non-self-propelled towing device, or some other form of auxiliary device is used, that device must have a lifting capacity of not less then 5,000 pounds and a towing capacity of not less than 7,000 pounds.
8. Each tow truck shall have the following standard equipment:
 - a. Tow sling, mechanical lift, or hydraulic lift, which is sufficient to prevent the swinging of any equipment being transported. This subsection does not apply to vehicle carriers and rollbacks unless the wheels of a vehicle they are towing are in contact with the ground. In the event that a self-contained non-self-propelled towing device, or some other form of

auxiliary device is used, the vehicle to which that device is attached and which is providing the motive and braking forces, does not need to provide this equipment;

- b. 5/16-inch link steel safety chains for tow trucks with a gross vehicle weight of 10,000 pounds or less and 3/8-inch steel safety chains or their equivalent for tow trucks with a gross vehicle weight over 10,000 pounds. These link sizes are minimums. These chains are in addition to the normal J-hook-up chains;
 - c. Rope, wire or straps suitable for securing doors, hoods, trunks, etc.; and Outside rearview mirrors on both sides of the truck. In the event that a self-contained non-self-propelled towing device, or some other form of auxiliary device is used, that device need not meet this requirement, however, the vehicle to which that device is attached and to which is providing the motive and/or braking forces, must meet this requirement.
 - d. If a tow truck is pulling a vehicle and the towed vehicle does not have functioning taillights or turn signals, the tow truck operator must supply the towed vehicle with functioning taillights and turn signals. The taillights and turn signals must provide safe lighting of the towed vehicle.
9. If a tow truck uses a winch, a safety wrap must be performed.
 10. Safety chains must be used on all tows, regardless of whether a sling style or wheel lift style apparatus is used.
 11. All tow trucks with a slip-in bed must have the bed properly secured to the frame of the truck by a minimum of eight one-half inch diameter bolts. At least four of these bolts must be at the front of the slip-in-bed.
 12. No tow truck shall lift or tow more than its safe lifting and stopping capacities permit.
 13. All tow truck operators / **(drivers)** must have a valid driver's license of the proper class **and a current Drivers' Permit issued by the Polk County Sheriff's Department on their person when operating/driving said tow truck** ⁽¹⁾.
 14. All required safety mechanisms of the tow truck, including but not limited to all headlights, tail lights, turn signals, brakes, brake lights, hazard lights, flashing warning lights, windshield wipers, wiper blades and tires, shall operate and be in good repair.
 15. All tow trucks shall operate within the applicable recommended towed vehicle manufacturer's safety policies and procedures regarding the hook up and towing of the towed vehicle.
 16. All tow truck owners shall notify consumers and service recipients of the name,

mailing address, and telephone number of the Polk County Judge's Office for purposes of directing complaints to the Sheriffs Department, County Commissioners, and the Office of Emergency Management. The licensee may use a sticker or rubber stamp to convey the required information. The required information shall be contained upon at least one of the following:

- a. Any written tow truck slip or ticket;
 - b. A sign prominently displayed at the place of payment; or
 - c. Any bill for service.
17. Wrecker drivers have no authority to direct dispatch, law enforcement, EMS or other agencies via the radio, phone, or in person of whom is to be on scene or equipment needed and/or required.
 18. Tow truck drivers must have a copy of the current Wrecker Regulations with insurance papers in each wrecker at all times.

G. TECHNICAL REQUIREMENTS-ACCIDENT SCENE TOW TRUCKS

1. Any tow truck towing from the scene of an accident must be equipped with the following in the event that a self-contained non-propelled towing device or some other form of auxiliary device is used, that device need not meet this requirement; however, the vehicle to which that device is attached and which is providing the motive and/or braking forces, must meet this requirement:
 - a. One 10 pound BC fire extinguisher or two five pound BC fire extinguishers. The fire extinguisher or extinguishers shall be properly filled, operable, and located so they are readily accessible for use. All fire extinguishers shall meet no less than the requirements of the National Fire Protection Handbook, 14th edition (1976), and shall be so labeled by a national testing laboratory;
 - b. One crowbar or wrecking bar;
 - c. A broom and pick up pan;
 - d. Three portable red emergency reflectors, orange safety cones or flares and an orange reflective vest to be worn by personnel while working on or around roadways with moving vehicles for personal protection;
 - e. A container to carry glass and debris cleaned from streets when picking up a damaged or disabled vehicle;
 - f. A spotlight or flashlight;

- g. Flashing warning lights that comply with the Uniform Act Regulating Traffic on Highways (Texas Transportation Code). That Act allows the use of red and/or amber lenses only. However, the red lenses may be used only under the direction of a law enforcement officer or while hooking up to a disabled vehicle in the roadway.
- 2. A tow truck operator shall ensure that while he is lifting a vehicle in preparation for towing, no one but he and certified law enforcement officers shall be within a safe distance of the tow truck and vehicle to be towed. A safe distance is at least twice the distance between the end of the boom and the point of hook-up on the vehicle being winched or twice the distance the car is being lifted, which ever is greater. If a hydraulic or mechanical lift is being used, a safe distance is twice the distance to which the lift arm is extended.
- 3. The operator of each tow truck called to the scene of an accident shall remove from the roadway all resulting wreckage or debris, including all broken glass, unless otherwise directed by a representative of the Office of Emergency Management, a certified Law Enforcement officer, or a representative of either the Texas Department of Transportation or, in the case of hazardous materials, the Texas Commission on Environmental Quality. The removal of the debris will be at no additional charge. The “resulting” wreckage or debris does not include the towed vehicles load or cargo.
- 4. The Office of Emergency Management or a certified Law Enforcement official may do whatever is necessary to control the scene of an accident when an emergency situation exists, provided the law enforcement officer is certified for Hazmat by the State of Texas or operates under the Basic Plan adopted by the incorporated and unincorporated area and on file with the State.
- 5. Wrecker drivers have no authority to direct dispatch, law enforcement, EMS or other agencies via the radio, phone, or in person of whom is to be on scene or equipment needed and/or required.
- 6. Tow truck drivers must have **a valid Driver’s Permit with them and** ⁽¹⁾ a copy of the current Wrecker Regulations with insurance papers in each wrecker at all times.

H. TECHNICAL REQUIREMENTS – OTHER STATUTES AND ADMINISTRATIVE RULES

- 1. Each tow truck must meet the requirements of all other applicable statutes and administrative rules promulgated thereunder in addition to meeting the requirements of these rules.
- 2. Only tow trucks or wreckers with storage lots and/or offices located within Polk County perimeters will be issued permits.

I. DENIAL: SUPENSION: REVOCATION

1. The Sheriffs Department or the Office of Emergency Management, after notice of a hearing, may deny, suspend, or revoke a permit issued under these regulations if the Department determines that:
 - a. The applicant or the driver knowingly supplied false or incomplete information on the application.
 - b. The applicant or driver has a felony conviction within the last five (5) years; this will include probation and deferred adjudication.
 - c. The applicant or driver has been convicted of a crime involving moral turpitude within the last ten-(10) years.

2. Permits may be suspended for the following reasons:
 - a. Violation of County Wrecker Regulations.
 - b. Upon a tow truck operator being arrested for a misdemeanor, Class B or above, the Driver's **permit and** ⁽¹⁾ Identification Card may be temporarily suspended, pending investigation.
 - c. Violation of Federal, State and County Laws, Class B Misdemeanor or above.
 - d. Suspension of driver's license.
 - e. Falsifying records.
 - f. Felony conviction(s).
 - g. Loss of insurance coverage.
 - h. Excessive charges.
 - i. Loss of State Tow Truck License.

3. Storage lots may be suspended from storing non-consent-towed vehicles for:
 - a. Loss of insurance coverage.
 - b. Excessive charges.
 - c. Loss of State Storage Lot License.
 - d. Violation of Texas Litter Abatement Act, Texas Civil Statutes 4477-9a

and for infestation and mosquito control or health hazards to the public.

J. SCENES

1. Tow trucks cannot arrive at a scene until requested by on scene law enforcement officers through the Polk County Sheriff's office dispatch and /or DPS dispatch out of Lufkin.
2. The owner of a motor vehicle or his representative will be allowed to say who will remove the motor vehicle and the trailer connected to it, and the load thereon and therein to safety, provided there is not any solicitation whether implied or intended. Any operator soliciting an injured party at any time shall not be allowed to load and subject to disciplinary action up to and including permits suspension and or revoking of permit. Solicitation includes use of mobile phones, promises of courtesy transports, or refreshments. Out of state, or out of country vehicle are automatic rotation pulls. Requests are not acceptable, except when an owner or representative calls the law enforcement agency involved. If this can be verified, then the owner's request by telephone will be honored. Any violation will at a minimum revert tow truck to last on rotation list.
3. Tow trucks must park at least 300 feet from the scene or at a minimum specified distance set forth in the North American Emergency Response guide book, whichever is greater, except in an emergency. Beacon lights will be utilized only as directed by State Law or at the request of a law enforcement officer.
4. Tow truck operators shall park on the side of the road with the damaged motor vehicle with warning lights on and remaining clear of the scene by vehicles or body until such time as directed by DPS, Law Enforcement or Emergency Management.
5. Operators who load will be responsible for removal of debris from the accident scene after Law Enforcement has completed their investigation, except for any hazardous materials or contaminated materials under 40 CFR.
6. Operators shall not solicit drivers or passengers at a scene before during or after law enforcement arrives. Violators will at a minimum revert to last on rotation list. An injured party will be defined as a person who has visible injuries or who claim, injuries and an ambulance is dispatched to the scene to administer first aid.
7. If an operator has a complaint involving another operator, or law enforcement officer, he/she must make the complaint in writing to the Polk County Judges office. Any complaint against an officer will be referred to the appropriate agency for their disposition, including review by the County Commissioners.
8. Each operator must be able to show proof that the motor vehicle loaded at the

request of the county law enforcement agency or D.P.S. will be stored in approved storage lots only.

9. Only tow trucks possessing a permit will be allowed to go to scenes of accidents, stolen vehicles, abandoned vehicles, or prisoner's vehicles without the owner's consent.
10. All tow trucks shall be subject to inspection by the Polk County Office of Emergency Management or Sheriffs Department designated deputies.
11. All State and County laws shall be obeyed. Violators will be subject to suspension of the permit.
12. The call for a wrecker from the Sheriffs Department and/or DPS Lufkin will be directed to a tow truck from the area where the tow truck is needed. Tow trucks shall be awarded tows by the Sheriffs Department on a per call rotation basis. Reasonable notice shall be given for the tow truck operator to respond. If no response is made within 10 minutes, then the tow shall be awarded to the next on the rotation.
13. A non-consent vehicle shall not be towed from any law enforcement scene located in the unincorporated areas of Polk County by any tow truck not possessing a Polk County Wrecker permit. This does not apply to a government owned tow truck.
14. Tow trucks must park at a minimum of 300 feet from custodial arrest scenes and stand by until the law enforcement officer request a tow.
15. All wreckers shall be required to carry a current copy and be knowledgeable in understanding the N.A.E.R.G.B. (North American Emergency Response Guide Book).
16. Officers on scene have discretionary authority of additional or other resources required to safely maintain public safety and is not part of a rotation if the equipment is available by separate wrecker or other means. The DPS on-site coordinator is authorized to make emergency rules when normal operating procedures prove inadequate (37 TAC 3.101 (d)).

K. RATES, PERMITS

1. There will be only one permit issued by the Polk County Sheriffs Department per tow truck. **A permit and** ⁽¹⁾ ID cards ⁽¹⁾ will be issued to ~~the~~ **each** ⁽¹⁾ tow truck operator.
2. Law enforcement or Emergency Management officers may check the permit of any operator or tow truck for violations of this regulation at any law enforcement scene.

3. Any Emergency Management or Law Enforcement officer in charge of a scene may deny any wrecker in violation of this regulation to load a vehicle.
4. If an operator's permit is lost, misplaced or stolen, it will be the responsibility of the operator to pay all replacement costs.
5. Only a supervisor of the Polk County Sheriffs Department, Emergency Management, or deputies assigned as Wrecker Inspectors, may take possession of a permit, pending investigation. The person taking possession of the permit card must have the permit, along with a Report of Circumstances, taken to the Sheriffs Department the next working day. Law enforcement officers from other agencies, upon determination of a violation of the Wrecker Regulations, shall have the authority to deny a wrecker operator to load a vehicle.
6. All permits are the property of the Polk County Sheriffs Department and will be surrendered upon request of any supervisor in the department or deputies designated as Wrecker Inspectors or Emergency Management personnel to include the County Judge and/or precinct commissioners where operating violation occurred.
7. A supervisor and/or a Wrecker Inspector shall have the authority to suspend a permit, not to exceed seven (7) days. A disciplinary committee consisting of three officers, County Commissioner of precinct where operating violation occurred, and County Judge shall have the authority to suspend indefinitely any wrecker permit for just cause.
 - a. Appeal Process:
 - 1 The person named on the permit may appeal a suspension of 7 days or less by delivering a written request to the Polk County Judges Office. The Judge's Office shall notify the person requesting the Appeal of the date, time and place of such hearing. The County Sheriff shall hear the appeal and render a decision within two working days from receipt of the appeal.
 - 2 The decision of the County Sheriff may be appealed to the County Judge by delivering a written notice of appeal to the County Judge. The County Judge shall review the decision of the Sheriff and render a decision within three working days. His decision shall be final.
8. Any tow truck owner/operator found requesting, demanding or receiving a charge in excess of the maximum set forth by the Polk County Commissioner's Court will have his/her permit suspended for not less than seven (7) days and not more than thirty (30) days and will return all overcharges.
9. The tow truck owner and/or operator will pay all costs for Polk County permits.

Tow trucks will be inspected bi-annually by the Sheriffs Department during normal business hours.

10. The maximum towing rate allowable under these regulations will be ~~\$150.00~~ 175.00 ⁽¹⁾ (Except tows which require a heavy duty wrecker)

11. The fees for permits and inspections shall be as follows:

a. Permit

Tow-Truck (per truck) \$15.00

Drivers Permit ⁽¹⁾ \$10.00

(IF THIS TRUCK PULLS FOR OTHER BUSINESSES WHO REQUEST TO BE ON ROTATION IT WILL REQUIRE A PERMIT FOR EACH COMPANY, AND THE COMPANY'S NAME WILL BE DISPLAYED ON THE TOW TRUCK)

L STORAGE LOTS

1. Storage lots must meet all requirements of the Texas Vehicle Storage Facility Act, TEX.REV.CIV.STAT.ANN. Art. 6687-9 (Vernon Supp. 1988-89) or the most current repealed, revised, or modified statute and be licensed by the State of Texas in order to store towed vehicles. Storage lots also must be approved by the Polk Sheriff's County Office or Emergency Management, by filing a certificate with the Department stating it has met the following requirements.

a. The State of Texas storage lot license.

b. The storage lot agrees not to charge fees in excess of the maximum fees set out herein.

c. The storage lot will maintain an office in Polk County with a 24-hour emergency number and contact person.

d. The storage lot will notify the Sheriffs Department of towed vehicles and keep all records as required herein.

2. Any storage lot accepting a private motor vehicle must notify the Polk County Sheriffs Department within one hour and indicate the time and name of the person at the Sheriffs Department on the wrecker ticket.

3. Any vehicle picked up at a law enforcement officer's request must be stored within the boundaries of Polk County.

4. No vehicle picked up at the request of a law enforcement officer will be disposed of by the tow company and/or storage company without first notifying the Polk County Sheriffs Department in writing.

5. A tow truck shall only be allowed to tow non-consent towed vehicles to the storage lot displayed on the tow truck. Exception: A wrecked vehicle may be towed to a body shop with the owner's consent.
6. No additional charge will be allowed for vehicles going directly from the scene to the tow truck storage lot. If the owner or representative desires the vehicle to be towed to some other place other than the storage lot, then the owner and tow truck operator must negotiate their own fees.
7. Any tow truck owner/operator, who tows a motor vehicle that is reported stolen, or appears to be stolen, without first contacting a law enforcement agency will be subject to disciplinary action.
8. Business cards may contain any information, but must contain the name of the business, address and 24-hour telephone number and storage lot location.
9. Records of non-consent towed vehicles shall be maintained at the towing company's office located in Polk County for a period of three years. A representative of the Polk County Sheriffs Department may inspect all records including, but not limited to, wrecker slips from deputies and charges to customers during normal working hours relating to vehicles authorized to be towed by a law enforcement agency.
10. A sign with the state storage license number, hours of operation, maximum charge allowed and who to contact about complaints must be posted in a location to be plainly visible to the public.
11. The maximum daily storage for a storage lot shall be \$15.00 per day and will be computed by using the first day the vehicle is in storage and including the day the vehicle is released. A storage lot will be allowed ~~\$25.00~~ **\$32.50** ⁽¹⁾ after the vehicle has been there for three (3) days, to cover the cost of sending certified letters. Storage lots must have proof that the certified letters were mailed. This includes private property tows.
12. Owners of stored vehicles may remove personal property from vehicles prior to payment of any fees to the storage lot. The storage lot must keep a signed receipt for all personal items released.
13. A secured fence around the perimeter of the lot will be constructed not to be used as a billboard or for advertising purposes, but to prohibit ingress of unauthorized persons/children.
14. Rodent and insect control will be maintained as to prohibit health hazards to surrounding persons and the community.

15. MSDS sheets for all chemicals whether used or stored, including fuels, oils, etc, along with a plot of the facility and building will be filed with the Office of Emergency Management within 90 days for emergency response purposes. This will be updated as conditions or inventories change, but no less than yearly.

M. PENALTIES

Any person who shall violate any regulation established by this Order of the Commissioners Court of Polk County shall be punishable by a civil penalty of not less than one (\$1.00) dollar nor more than two hundred (\$200.00) dollars as determined by the Commissioners Court. Each day in which a violation occurs shall constitute a separate penalty. All penalties shall be paid prior to re-instatement of a permit

O. SEVERABILITY

1. The provisions of these Regulations are severable. If any word, phrase, clause, sentence, section, provision, or part of these Regulations should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Commissioners Court that these Regulations would have been adopted as to the remaining portions, regardless of the invalidity of any part.
2. At anytime if law enforcement should suspect or determine that a tow truck operator who is on scene is under the influence of alcohol and/or drugs, regardless of whether or not the tow truck is on rotation or not, all applicable laws for such do apply and upon proof that said owner/operator has violated the public law, the tow truck permit will be suspended pending court outcome and a new application will have to be applied for. If convicted, the permit will not be reissued to the owner, operator, or lessor under it or other DBA or given name.
3. At no time is the owner, operator, lessee, driver, employee, or others with a wrecker vehicle and or company to disturb, open, inspect, move, or disturb the contents of any vehicle that has a potential for creating a hazardous environment of emergency response event. This includes not entering a confined space as defined by 29 CFR, or opening the doors on a placarded trailer or vehicle of any type.

(1) Amendments approved by the Polk County Commissioners Court on 02-10-04.

The following is a list of current maximum charges in which the wrecker services may charge on non-consent:

1. Towing on non-consent	\$175.00
2. Waiting time on non-consent after the first half hour per ½ hr.	\$25.00
3. Off Road winching fee's Per hour	\$50.00
4. Change tire on request of Sheriff's Office	\$30.00
5. Dollies	\$50.00
6. Storage (per day)	\$15.00
7. Drop drive shaft	\$25.00
8. Pick locks	\$30.00
9. Jumper cables	\$30.00

THERE SHALL NOT BE ANY ADDITIONAL CHARGE'S FOR EXTRA MAN, SCOTCH BLOCKS, SNATCH BLOCKS, HOOK-UP FEE'S, WINCH FEE OR FUEL CHARGES, OTHER THAN CHARGES LISTED ABOVE.

IF ADDITIONAL WRECKER(S) ARE NEEDED THEY WILL REQUESTED BY LAW ENFORCEMENT ONLY.

The following is a list of current charges (I understand that your office must be notified in writing prior to any changes in these charges):

- | | | | |
|----------------------------------|----------|-----------------------|----------|
| 1. Towing (up to ____ miles) | \$ _____ | 10. Storage (per day) | \$ _____ |
| 2. Extended Towing (per nil) | \$ _____ | 11. Drop drive shaft | \$ _____ |
| 3. Waiting at scene (per 1/2 hr) | \$ _____ | 12. Prying (per hr) | \$ _____ |
| 4. Labor (per 1/2 hr) | \$ _____ | 13. Pick locks | \$ _____ |
| 5. Winching (per hr) | \$ _____ | 14. Jumper cables | \$ _____ |
| 6. Change tire | \$ _____ | 15. | \$ _____ |
| 7. Gasoline delivery | \$ _____ | 16 | \$ _____ |
| 8. Transport owner/driver | \$ _____ | 17. | \$ _____ |
| 9. Dollies | \$ _____ | 18. | \$ _____ |

Remarks: _____

TOWING COMPANY:

BY: _____
OWNER/MANAGER SIGNATURE

(ALL INFORMATION MUST BE TYPED OR PRINTED)

**POLK COUNTY SHERIFF'S DEPARTMENT
1733 N. WASHINGTON
LIVINGSTON, TEXAS 77351**

DATE: _____

THE FOLLOWING IS THE INFORMATION REQUESTED BY YOUR DEPARTMENT AND I UNDERSTAND THAT WHENEVER THERE ARE ANY CHANGES I WILL NOTIFY YOU IN WRITING.

NAME OF WRECKER SERVICE

OWNER'S NAME (PRINTED) _____

MANAGER'S NAME (PRINTED) _____

PHONE NUMBER PHONE NUMBER _____

WRECKER INFORMATION:

YEAR	MAKE	SIZE	LIC PLATE	TOW TRUCK TAG
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

WRECKER DRIVER DATA:

FULL NAME	BIRTH DATE	DL NUMBER AND DL TYPE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each contractor and/or storage lot must submit a list on Polk County form (which will be furnished) of call's made on Monday of each week. The list is of all vehicles pulled for the Sheriff's Department during the week, still on your lot at the end of the week, vehicles released and/or sold during the week. This list must be mailed each week to:

Polk County Sheriffs Department
1733 N. Washington
Livingston, Texas 77351

Please sign and return one copy to this office. Keep the other copy for your information and file.

I have read and acknowledge compliance with this document.

TOWING COMPANY:

BY: _____
Name

Date

Item #8

QUANTUM GEOPHYSICAL, INC.

**(Permit Office)
114 W. Church Street
Livingston, Texas 77351**

Telephone: 936-327-7745 Fax: 936-327-7783

February 1, 2004

**Permit for Conducting Geophysical Operations
In Polk County Rights of Way**

To: Quantum Geophysical, Inc.
114 W. Church Street
Livingston, Texas 77351

Gentlemen:

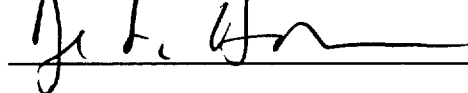
You are hereby granted authority to conduct geophysical operations. You are also granted the right to lay source/energy lines and receiver/geophone cable lines (hereafter collectively called "cables") within County owned rights-of-way in the unincorporated areas of Polk County, Texas. Your authority is granted under the following terms, limitations and conditions:

1. The rights-of-way located in the unincorporated areas you are authorized to conduct your activities upon are those within the boundaries of attached map of the Hortense 3-D prospect.
2. The County gives no warranties, expressed or implied, that it is the owner of any real property being permitted herein. You are required to satisfy yourself as to such ownership.
3. Cables placed on the pavement within rights-of-way must be arranged so they do not create a hazardous condition or rumble strip effect. All cables must be securely anchored to the roadway with materials (e.g. duct tape) which will not damage and/or puncture the pavement. Nails, spikes and similar tools used for anchors will be placed beyond the pavement edge when at all possible.
4. Any cables placed on a County roadway or upon another County owned site must be properly secured so they do not create a hazardous condition for any individual using the premises.
5. Adequate signs, barricades, flares, flagmen, etc. shall be maintained as necessary to protect the traveling public. Complete compliance with the Texas manual on Uniform Traffic Control Devices is mandatory.
6. Operations must not interfere with the free and safe flow of traffic. When operations are immediately adjacent to the pavement, all equipment must be parked and/or operated on one side of the road only.

7. All rights-of-way, parks and other locations will be restored to their original conditions, free on any damage, including ruts or any injury to vegetation.
8. Work shall begin at the intersection of F.M. 942 & F.M. 62 in February (2004) and continue over the next 6-8 months. Surveyors will be installing stakes and ribbons in this area first and then our drilling operations will commence in March (2004). Cable Crews are scheduled to begin laying out "cables" in April (2004). This work shall progress west towards the intersection of Interstate 59 and F.M. 62 over the next 6-8 months. The size of this job is approx. 70 square miles.
9. There shall be no payment for this work permit.
10. Quantum Geophysical, Inc. does hereby agree to indemnify and hold Polk County harmless from all liability and claims, if any, that may result from the operations conducted under this permit.
11. It is understood and agreed that locations of operations represented on Exhibits and maps are subject to change where obstructions or hazards necessitate same, or to minimize the impact upon the area of testing and that the exhibits or maps may be amended to add or delete certain tracts by providing prior notice of same to the Commissioners' Court of Polk County, Texas. Any tracts or rights-of way added to the operations in this manner are subject to the same limitations and conditions as provided herein.

Dated this 12 day of Feb, 2004.

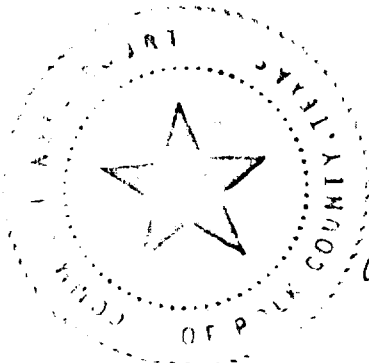
QUANTUM GEOPHYSICAL, INC.



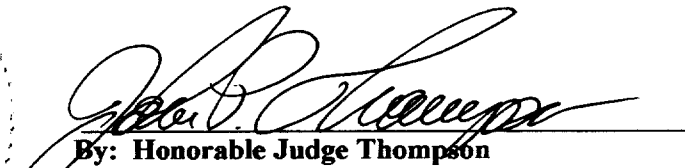
By: Royce L. Hammer

Project Manager

Date: _____



Commissioners' Court of Polk County,



By: Honorable Judge Thompson

Date: 2/10/04

Attest By: 

EASEMENT

COPY

KNOW ALL PERSONS BY THESE PRESENTS:

THE STATE OF TEXAS §
THE COUNTY OF POLK §

Item #9

THAT, County of Polk, referred to herein as "Grantor" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to Grantor in hand paid by SAM HOUSTON ELECTRIC COOPERATIVE, INC., referred to herein as "Grantee", a corporation duly incorporated and existing under the laws of the State of Texas, the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY, unto the said Grantee, an easement and right-of-way for the purpose of erecting, constructing, reconstructing, operating, inspecting, replacing, repairing, patrolling, removing and perpetually maintaining an electric distribution system upon, under, over and across the real property described as follows, (such real property the subject of such easement being hereinafter sometimes called the "Easement Strip"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ANY AND ALL PURPOSES AS THOUGH COPIED IN FULL HEREIN.

TO HAVE AND TO HOLD the above described easement and right-of-way unto Grantee, and Grantee's successors and assigns, together with the right and privilege at any and all times to enter upon the Easement Strip, or any part thereof, for the purpose of operating, constructing, inspecting, replacing, repairing, removing, reconstructing, and maintaining said utility line or lines, and for making connections therewith, all subject to the provisions hereof; and Grantor does hereby bind Grantor, and Grantor's heirs, personal representatives and successors, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and right-of-way unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor acknowledges, represents and warrants to Grantee that (i) Grantor is the owner of good and marketable title to the fee simple of the Easement Strip, (ii) Grantor has the unqualified right to grant the privileges herein contained, and (iii) there are no liens or financial encumbrances against the Easement Strip except as specifically set forth below, to-wit:

If a lienholder is named above, then such lienholder joins in the execution hereof to subordinate, and by these presents such lienholder does hereby subordinate, all liens and rights held by such lienholder in connection with any indebtedness secured, in whole or in part, by the Easement Strip to the easement and other related rights conveyed by Grantor to Grantee pursuant hereto.

Grantor hereby grants unto Grantee, its successors and assigns, the right at any time and all times to trim or remove, or otherwise control, without further payment therefore, all trees and underbrush or other obstructions within the Easement Strip lying depicted in Exhibit "A", insofar as same may be embraced within said tract and to trim or remove such hazardous trees on any adjacent land as in the judgement of said Grantee would interfere with or endanger said Grantee's line(s) or the operation thereof.

Grantor reserves unto himself, and Grantor's heirs and assigns, all of Grantor's present interest in and to all oil, gas and other minerals in or under the Easement Strip. It is expressly understood and agreed that Grantor shall not be permitted to drill or operate for oil, gas and other minerals on the Easement Strip, but Grantor shall be permitted to extract any oil, gas and other non-surface minerals from and under the Easement Strip by directional drilling or other means not involving the surface of the Easement Strip.

Grantor expressly reserves unto himself, and his heirs and assigns, the right to use and enjoy the land covered by the Easement Strip for any purposes whatsoever, except insofar as said use and enjoyment interferes with the rights hereby granted to Grantee; provided, however, in no event shall Grantor have the right to place permanent buildings or structures upon the area covered by the Easement Strip.

In the event of any interference or threatened interference with the easement or easement rights herein granted or with the other rights and obligations of the parties hereunder, such easement and such rights and obligations may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting such interference and commanding compliance with the provisions hereof, which restraining orders and injunctions shall be obtainable upon proof of the existence of such interference or threatened interference, and without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable by one or more persons or parties the subject of this agreement, or their respective successors, heirs, personal representatives or assigns, or that are benefited hereby; provided, however, nothing herein shall be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

It is understood and agreed that this agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

Recognizing that the parties hereto may find it necessary from time to time to establish to lenders, mortgagees, purchasers, or other parties of the then current status of this Easement Strip, each party bound or benefited by this agreement agrees, upon written request, that he, she or it will, from time to time, with reasonable promptness, furnish a written statement in recordable form on the status of any matter relating to this agreement. Pursuit of any remedies described herein shall not preclude pursuit of any other remedies provided in this Easement or any other remedies provided by law. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants contained in this Easement and forbearance to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

This agreement supercedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

This agreement and all of the terms, provisions and obligations hereof shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, personal representatives, successors and assigns. Executed on the dates of the acknowledgements of the parties as set forth below.

EXECUTED as of the date set forth in the acknowledgements herein below but effective as of the 10th day of February, 2004.

Signature of Grantor: John P. Thompson, Polk County Judge

Signature of Grantor

Printed Name of Grantor

Printed Name of Grantor

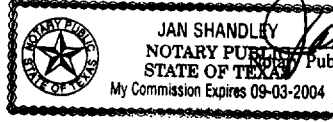
Signature of Lienholder

Printed Name of Lienholder

THE STATE OF TEXAS §

COUNTY OF Polk §

This instrument was acknowledged before me on the 10th day of February, 2004, by John P. Thompson
_____, the person(s) named as Grantor(s) on the first page of this document.



THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by _____
_____, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by _____
_____, of _____, a Texas Corporation, on behalf of said _____
_____.

Notary Public, State of Texas

County _____
Grid # _____
WO# _____

AFTER RECORDING, PLEASE RETURN TO:

SAM HOUSTON ELECTRIC COOPERATIVE, INC.
PO BOX 1121
LIVINGSTON, TEXAS 77351

Sam Houston Electric Cooperative, Inc.
11' Wide By 301.86' Long

Being a 11' wide by 301.86' long easement situated in Polk County, Texas out of the CHAS. DOLIVE SURVEY, A-951 and being a part of or crossing a called 50 acre tract of land being described as a Save and Except tract out of 320 acres (called Polk Tract 28) and recorded under C.C. File No. 2002-1270-001 of the Official Public Records of Polk County, Texas to which reference is hereby made, and said easement being more particularly described as follows, to-wit:

BEGINNING at the southwest corner of the above mentioned referred to 50 acre tract in the east right-of-way line of a 45.446 acre right-of-way easement as conveyed to the State of Texas and recorded under C.C. File No. 97-1048-271 of the Official Public Records of Polk County, Texas.

THENCE N 50 deg. 32 min. 32 sec. W with said right-of-way line and the west boundary line of said 50 acre tract at a distance of 116.99 feet to an aluminum disk found at the PC of a curve to the right.

THENCE continuing with said east right-of-way line and the west boundary line of said 50 acre tract with said curve to the right having a delta of 04 deg. 52 min. 42 sec., a radius of 2230.97', a length of 189.95' and a chord bearing of N 48 deg. 06 min. 45 sec. W, 189.89 feet to the PT of said curve.

THENCE S 73 deg. 32 min. 52 sec. E at a distance of 23.73 feet to a point for corner at the PC of a curve to the left.

THENCE in a southeasterly direction with said curve to the left having a delta of 04 deg. 01 min. 49 sec., a radius of 2219.97', a length of 156.16' and a chord bearing of S 48 deg. 13 min. 09 sec. E, 156.12 feet to the PT of said curve.

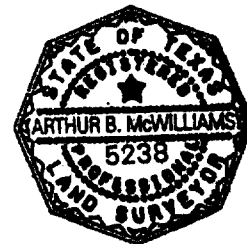
THENCE S 50 deg. 32 min. 32 sec. E at a distance of 141.20 feet to a point for corner in the south boundary line of said 50 acre tract.

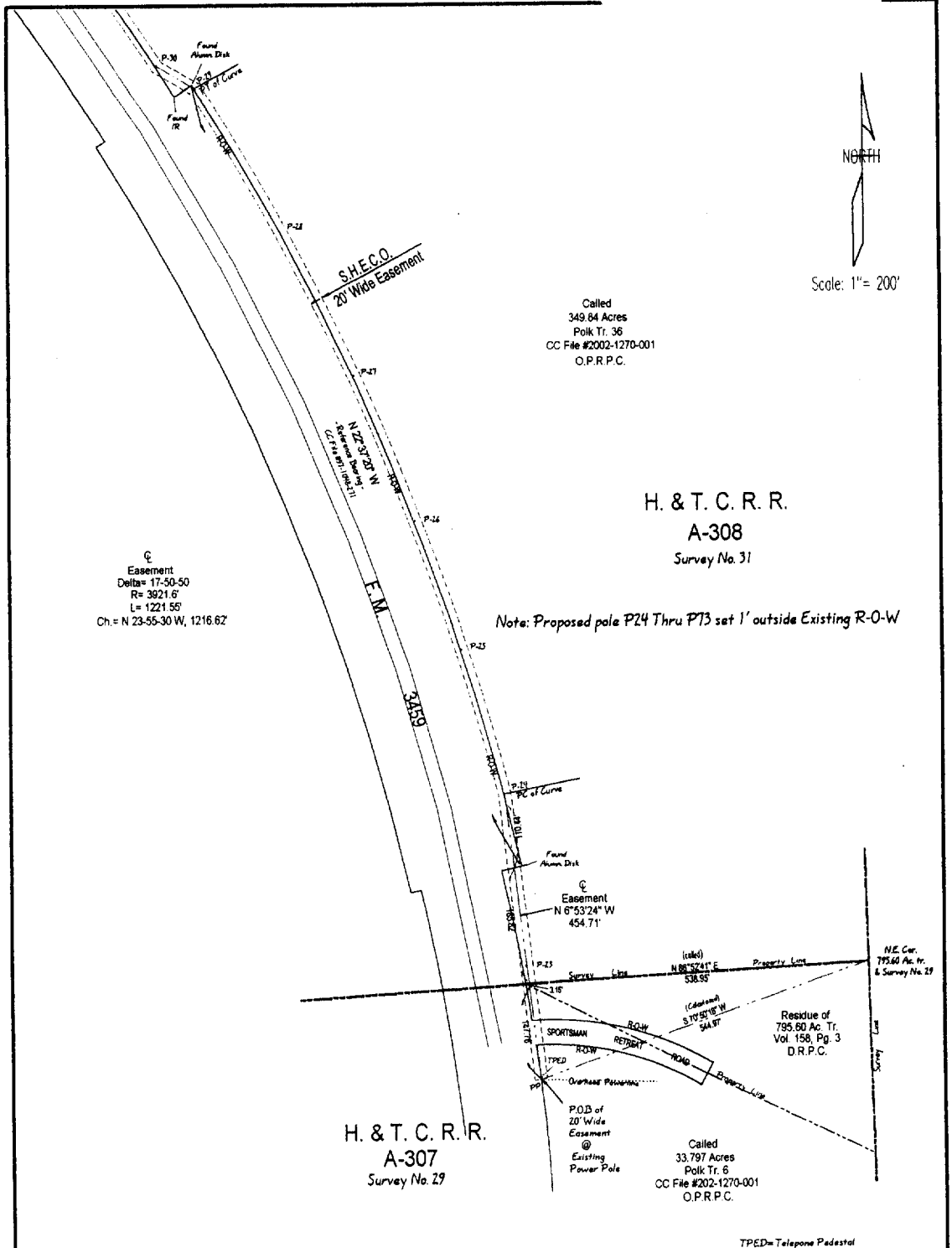
THENCE S 87 deg. 44 min. 20 sec. W at a distance of 16.53 feet to the POINT OF BEGINNING of the herein described 11' wide easement and containing 3320.50 square feet or 0.076 acre of land, more or less.

Note: Bearings based on chord bearing of an east boundary line of 45.446 acre right-of-way easement as recorded under C.C. File No. 97-1048-271 of the Official Public Records of Polk County, Texas. (called S 22 deg. 37 min. 20 sec. E)

As surveyed by me on the 19th day of November 2003.

Arthur B. McWilliams
Arthur B. McWilliams R. P. L. S. No. 5238





⊙
Easement
Delta= 17-50-50
R= 3921.6'
L= 1221.55'
Ch.= N 23-55-30 W, 1216.62'

Called
349.84 Acres
Polk Tr. 36
CC File #2002-1270-001
O.P.R.P.C.

H. & T. C. R. R.
A-308
Survey No. 31

Note: Proposed pole P24 Thru P73 set 1' outside Existing R-O-W

H. & T. C. R. R.
A-307
Survey No. 29

Called
33.797 Acres
Polk Tr. 6
CC File #202-1270-001
O.P.R.P.C.

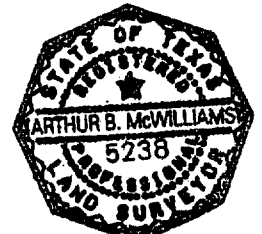
TPED= Telephone Pedestal

PLAT SHOWING SURVEY OF

A 20' Wide by 16,000.32' Long Easement for Sam Houston Electric Cooperative, Inc. Located in Polk & Trinity County's Being out of H. & T. C. R. R. Survey No. 29, A-307, H. & T. C. R. R. Survey No. 31, A-308, CHAS. DOLIVE SURVEY, A-951, and CHAS. DOLIVE SURVEY, A-950 Polk County – CHAS. DOLIVE SURVEY, A-849 and H. & T. C. R. R. SURVEY No. 23, A-304 Trinity County, Texas and being a part of an existing 45.446 acre right-of-way easement as recorded in County Clerk's File No. 97-1048-271 of the Official Records of Polk County, Texas.

Easement containing 7.34 acres, more or less, 5.84 acres in Polk County and 1.50 acres in Trinity County

ARTHUR B. MCWILLIAMS, R. P. L. S.
P.O. BOX 1558
Kountze, Tx. 77625
(409) 246-3069 Fax: (409) 246-8048



I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT TO THE BEST OF MY KNOWLEDGE

Arthur B. McWilliams
Date 19, 2003

Arthur B. McWilliams
Arthur B. McWilliams R.P.L.S. No. 5238

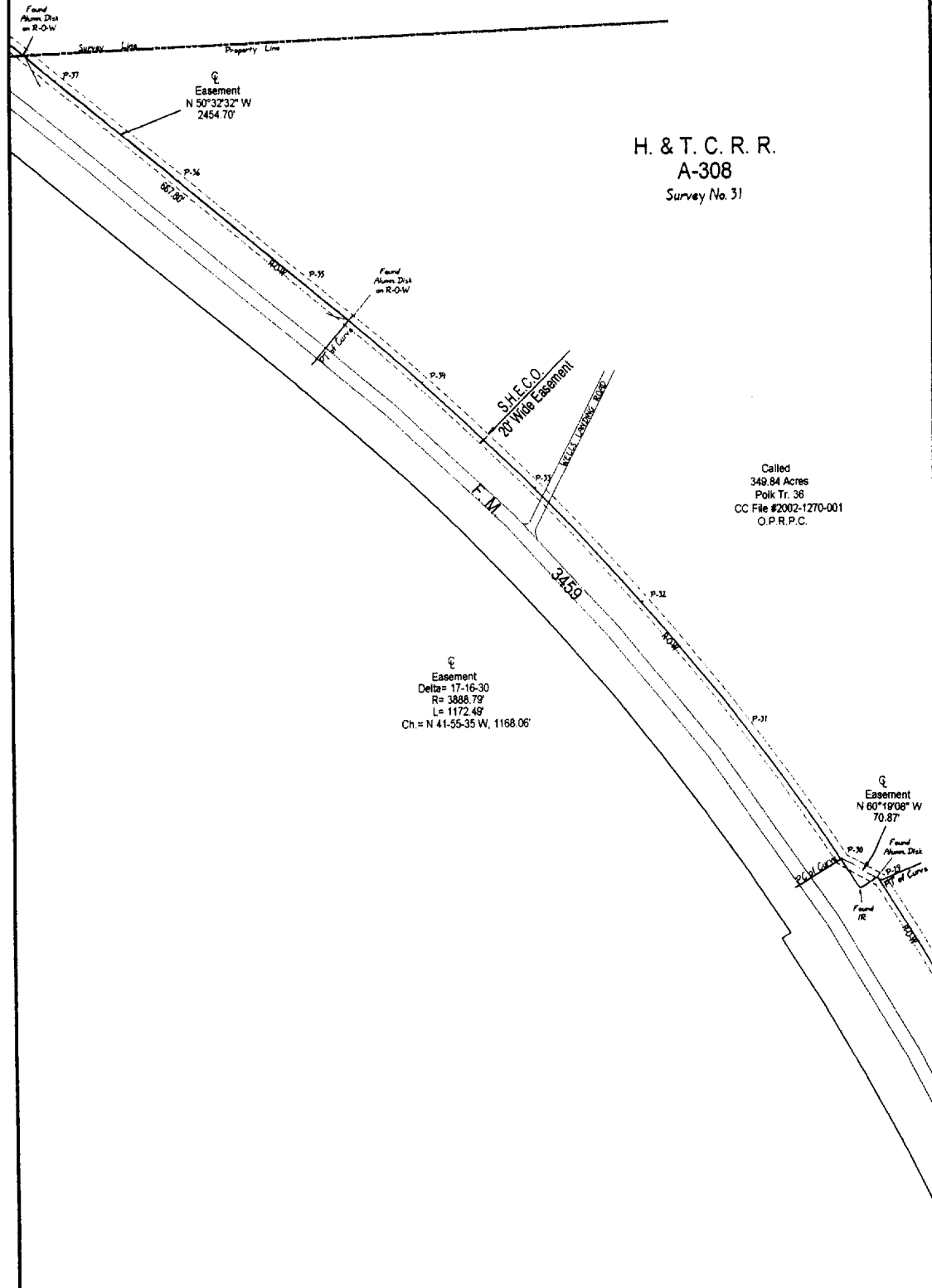
CHAS. DOLIVE SURVEY
A-951

Called
270 Acres
Polk Tr. 28
CC File #2002-1270-001
O.P.R.P.C.



Scale: 1" = 200'

H. & T. C. R. R.
A-308
Survey No. 31



Called
349.84 Acres
Polk Tr. 38
CC File #2002-1270-001
O.P.R.P.C.

⊙
Easement
Delta= 17-16-30
R= 3888.79'
L= 1172.48'
Ch = N 41-55-35 W, 1168.06'

⊙
Easement
N 60°19'08\" W
70.87'

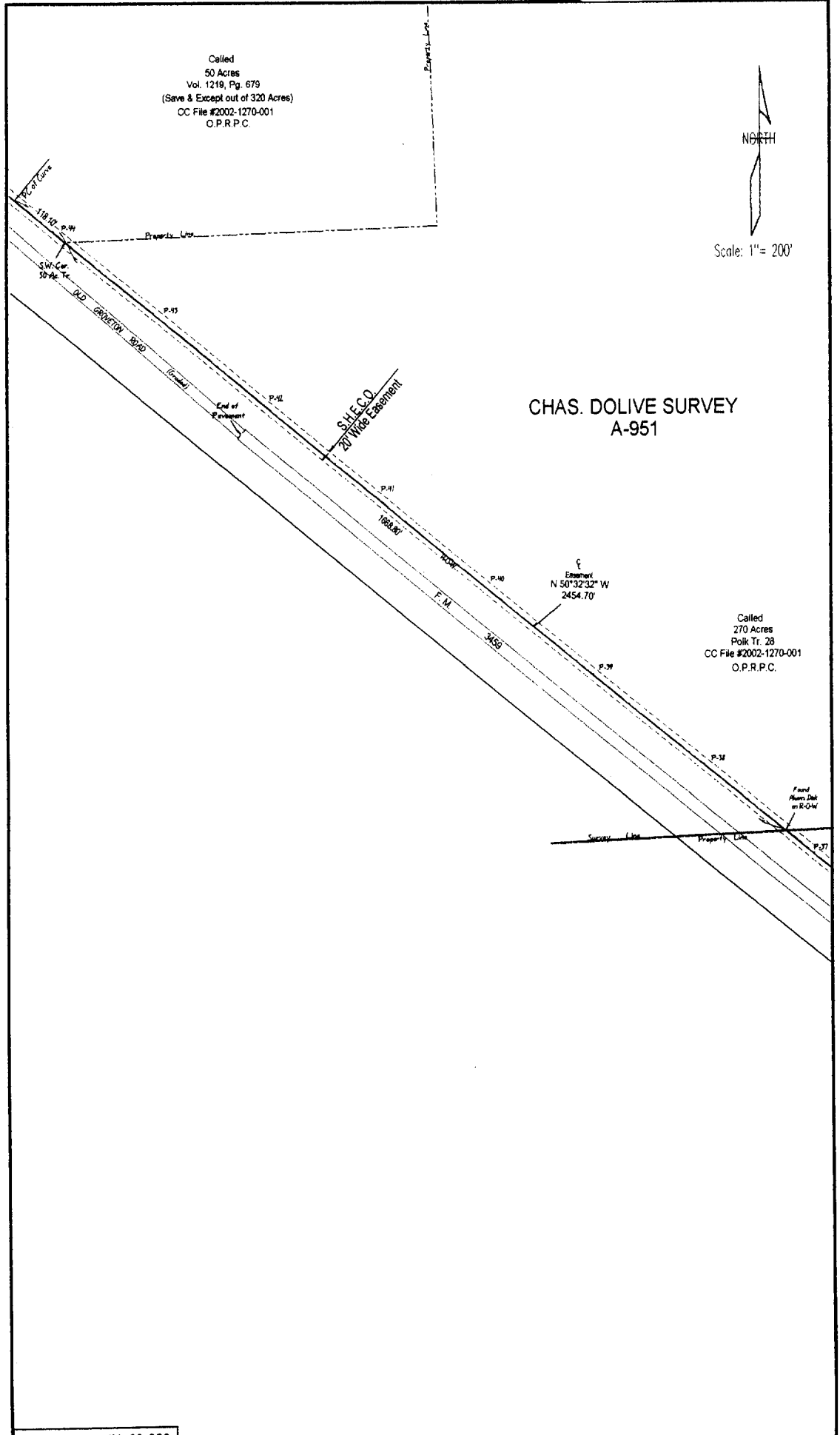
Called
50 Acres
Vol. 1218, Pg. 679
(Save & Except out of 320 Acres)
CC File #2002-1270-001
O.P.R.P.C.

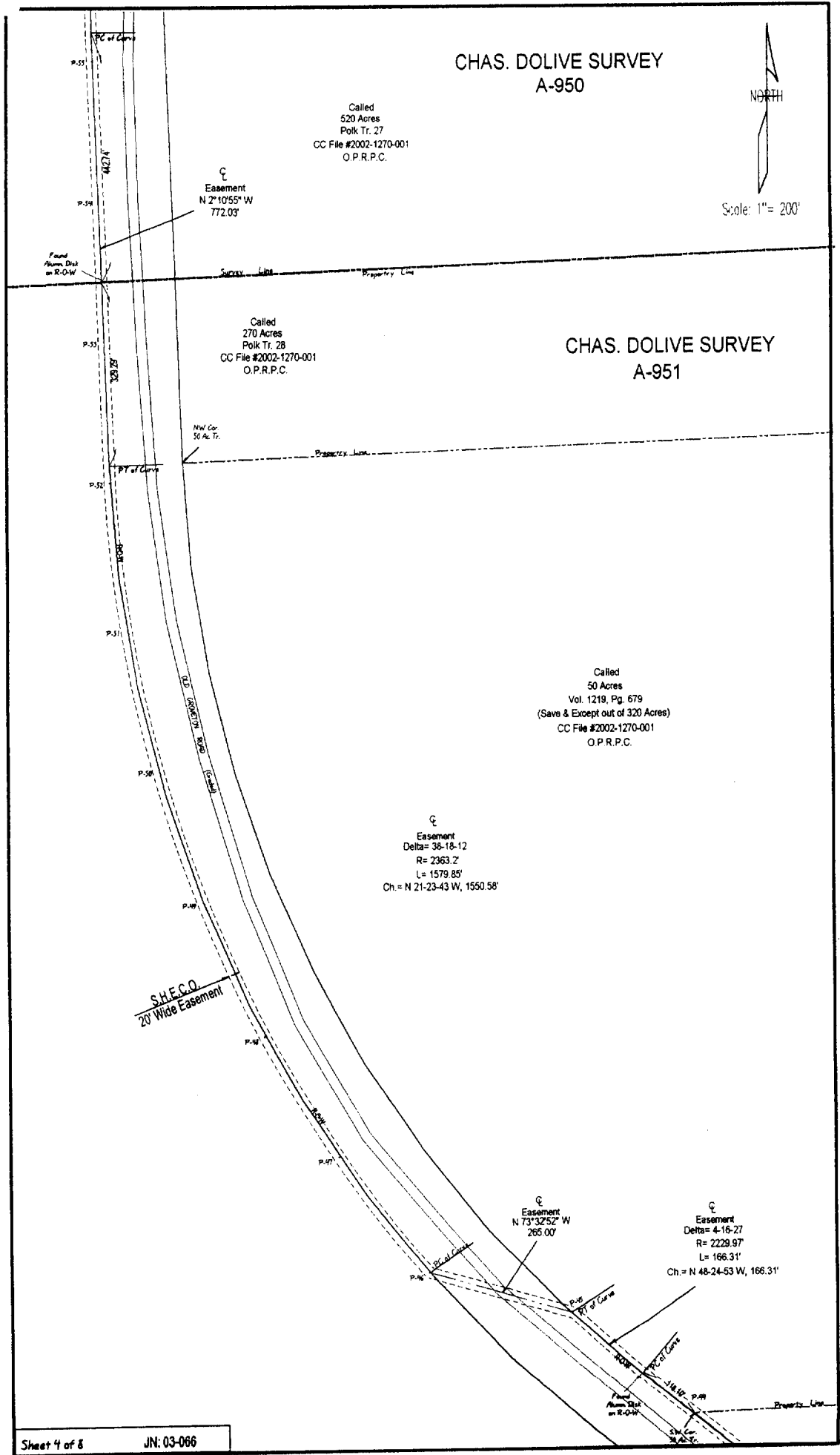


Scale: 1" = 200'

CHAS. DOLIVE SURVEY
A-951

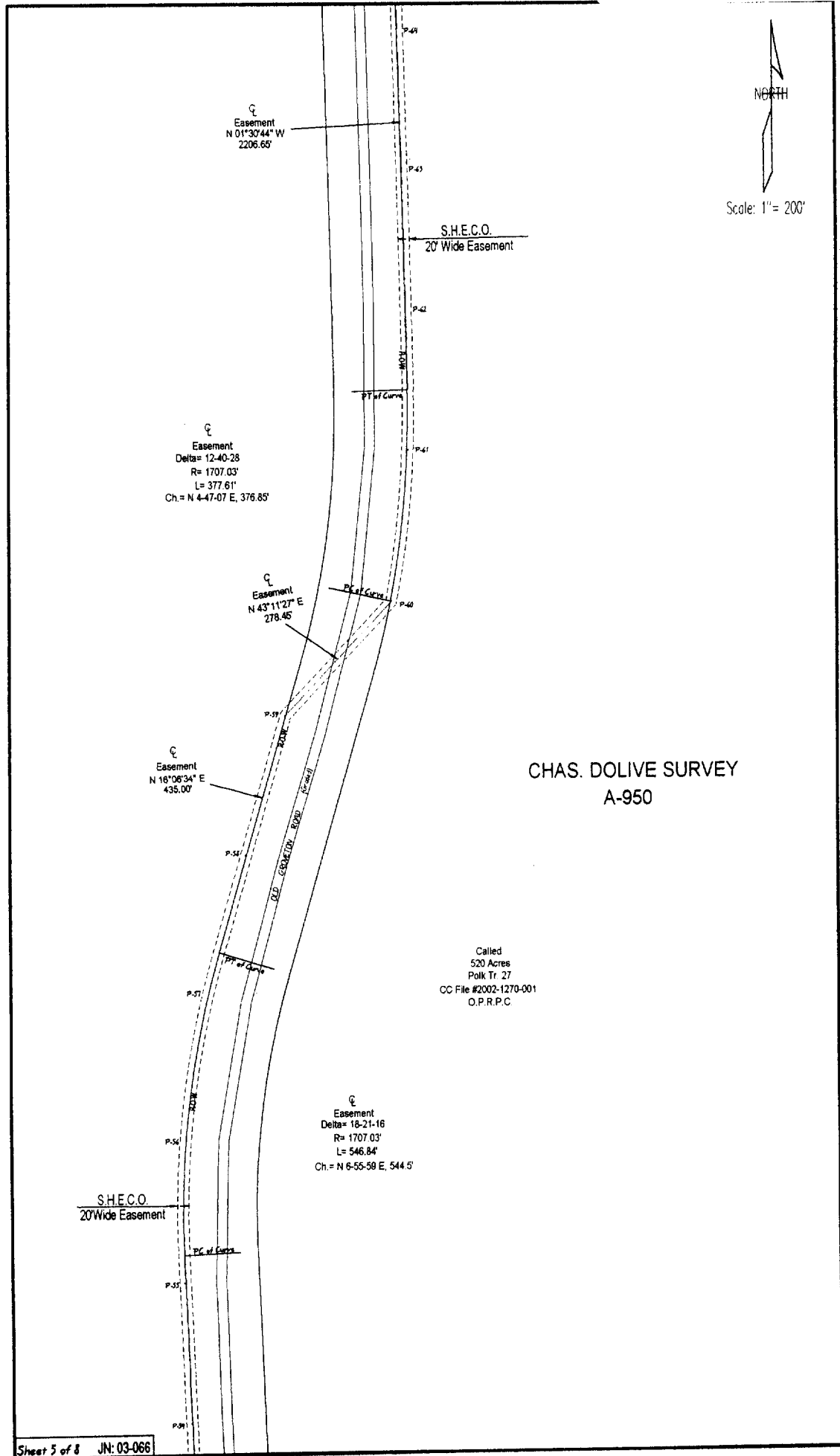
Called
270 Acres
Polk Tr. 28
CC File #2002-1270-001
O.P.R.P.C.

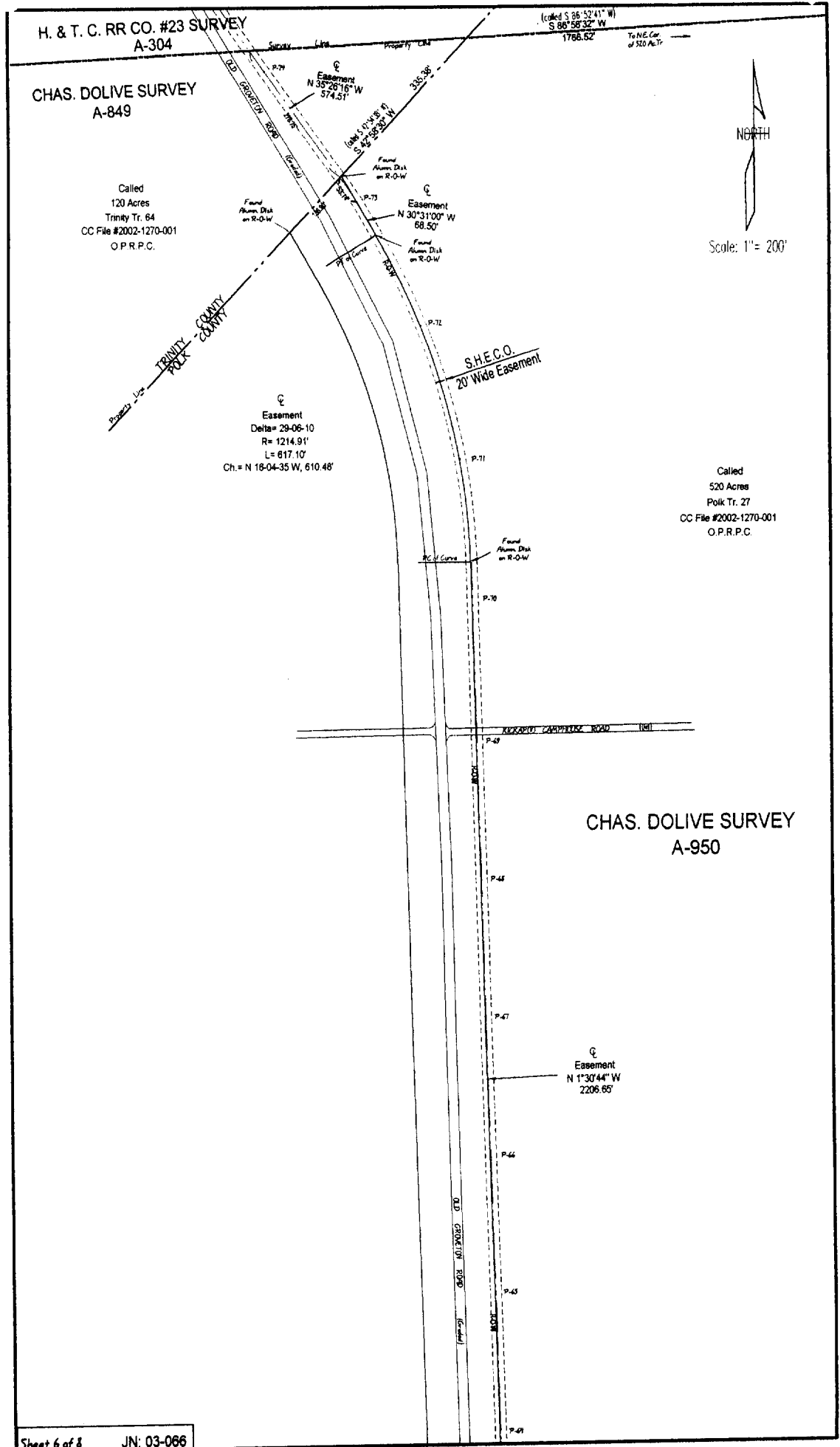






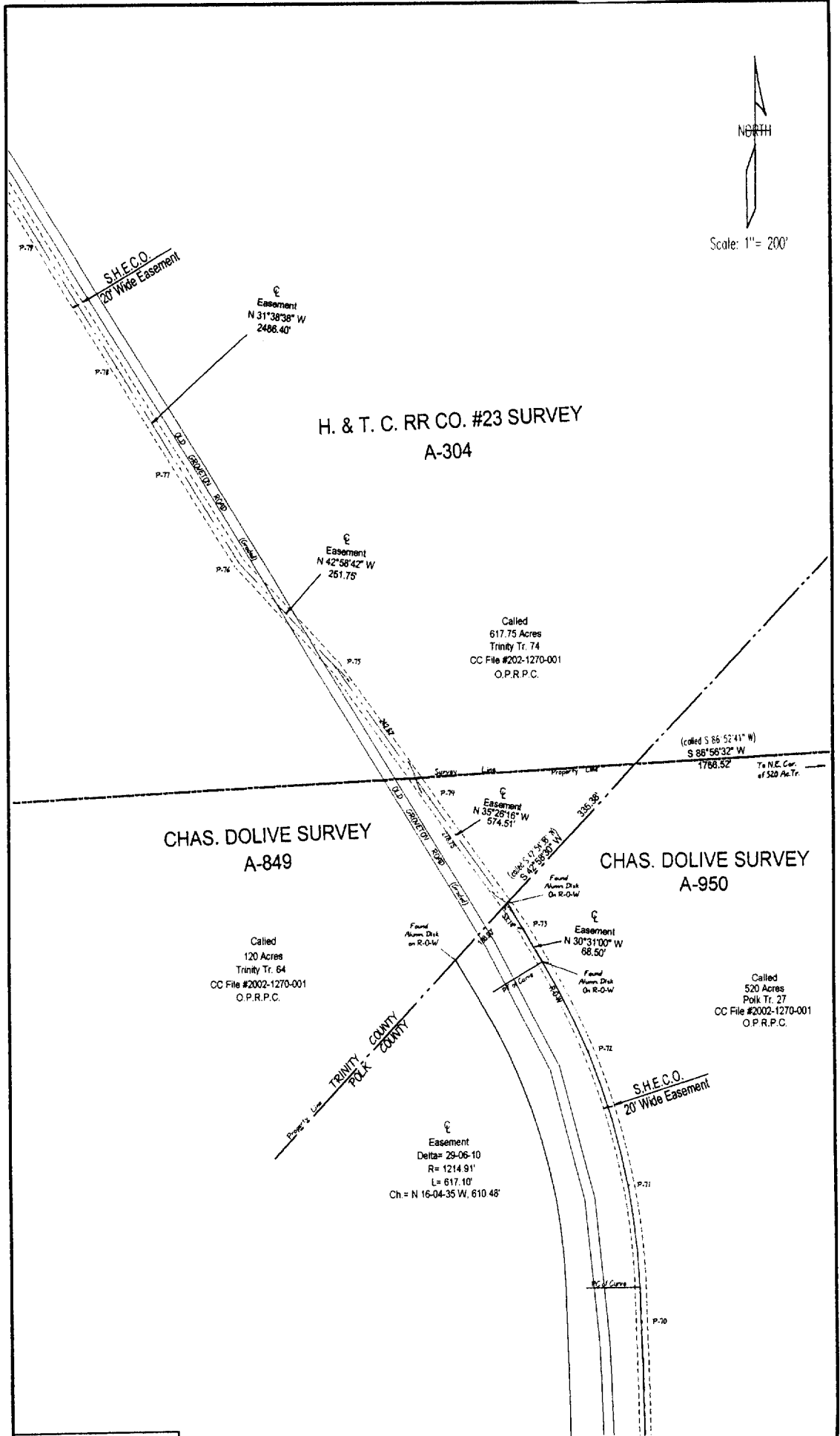
Scale: 1" = 200'

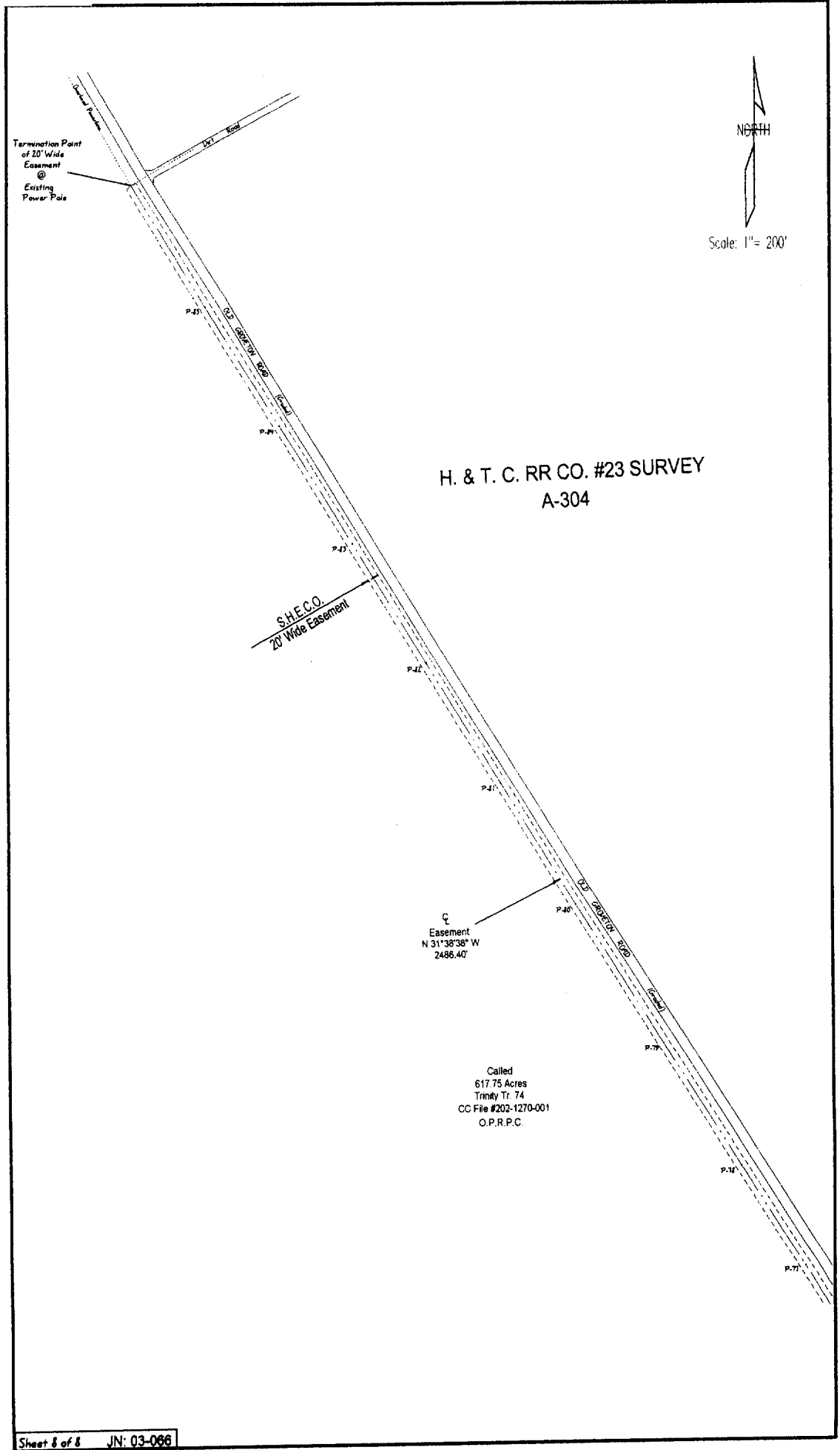




NORTH

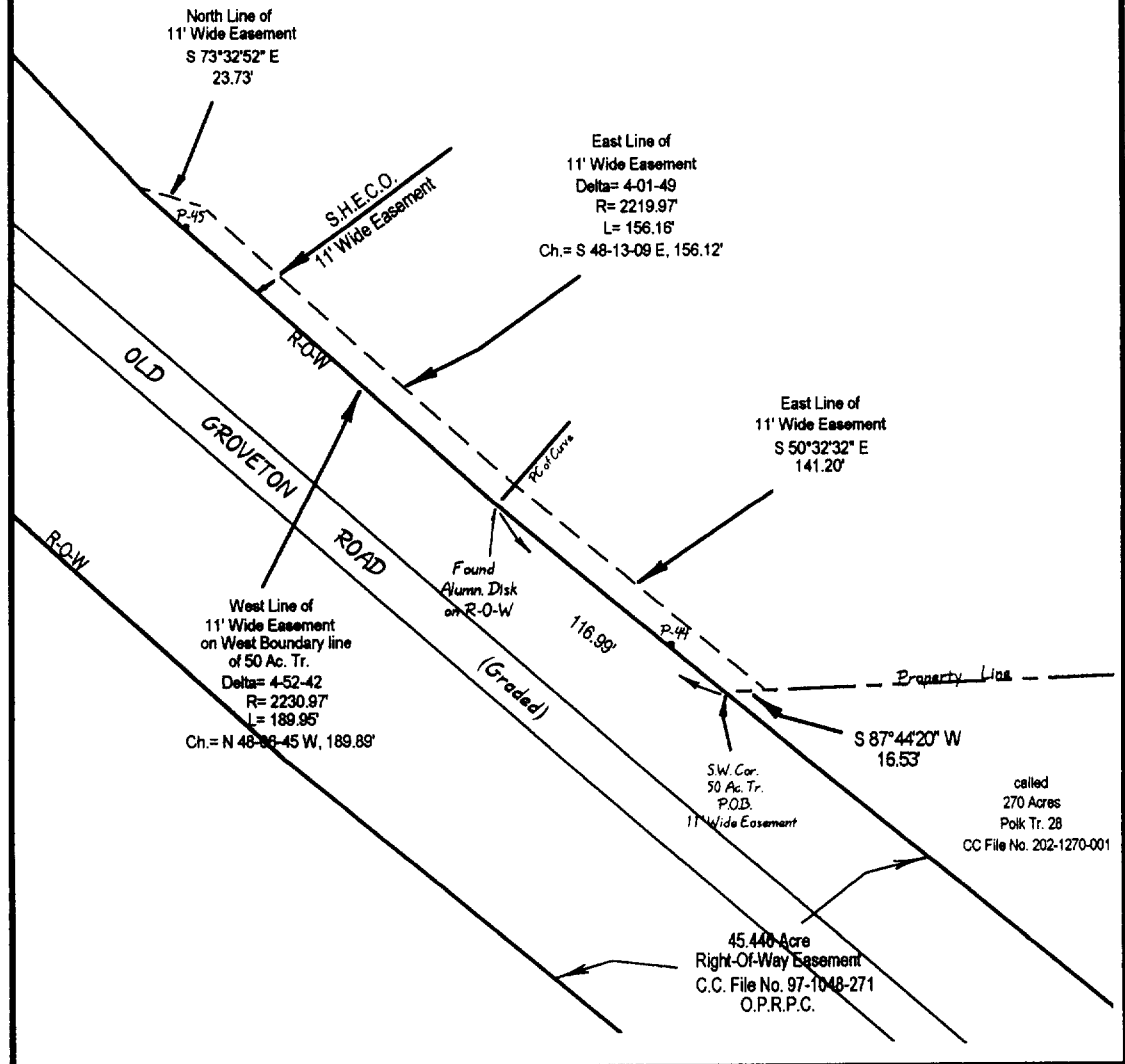
Scale: 1" = 200'







Called
50 Acres
Vol. 1219, Pg. 679
CC File #2002-1270-001
(Save & Except out of 320 Acres)
O.P.R.P.C.



PLAT SHOWING SURVEY OF

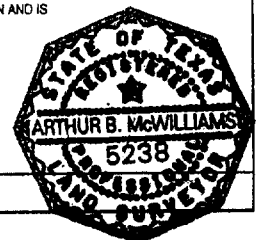
Sam Houston Electric Cooperative, Inc. 11' Wide by 301.86' Long Easement out of the Chas. Dolive Survey, A-951, Polk County, Texas
Being a part of or crossing a 50 acre tract as recorded under C.C. File No. 2002-1270-001 O.P.R.P.C.
Containing 3320.50 Square Feet or 0.076 acre of land

ARTHUR B. MCWILLIAMS, R. P. L. S.
P. O. BOX 1558
Kountze, Tx. 77625
(409) 246-3069 Fax: (409) 246-8048

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

November 19, 2003
Date

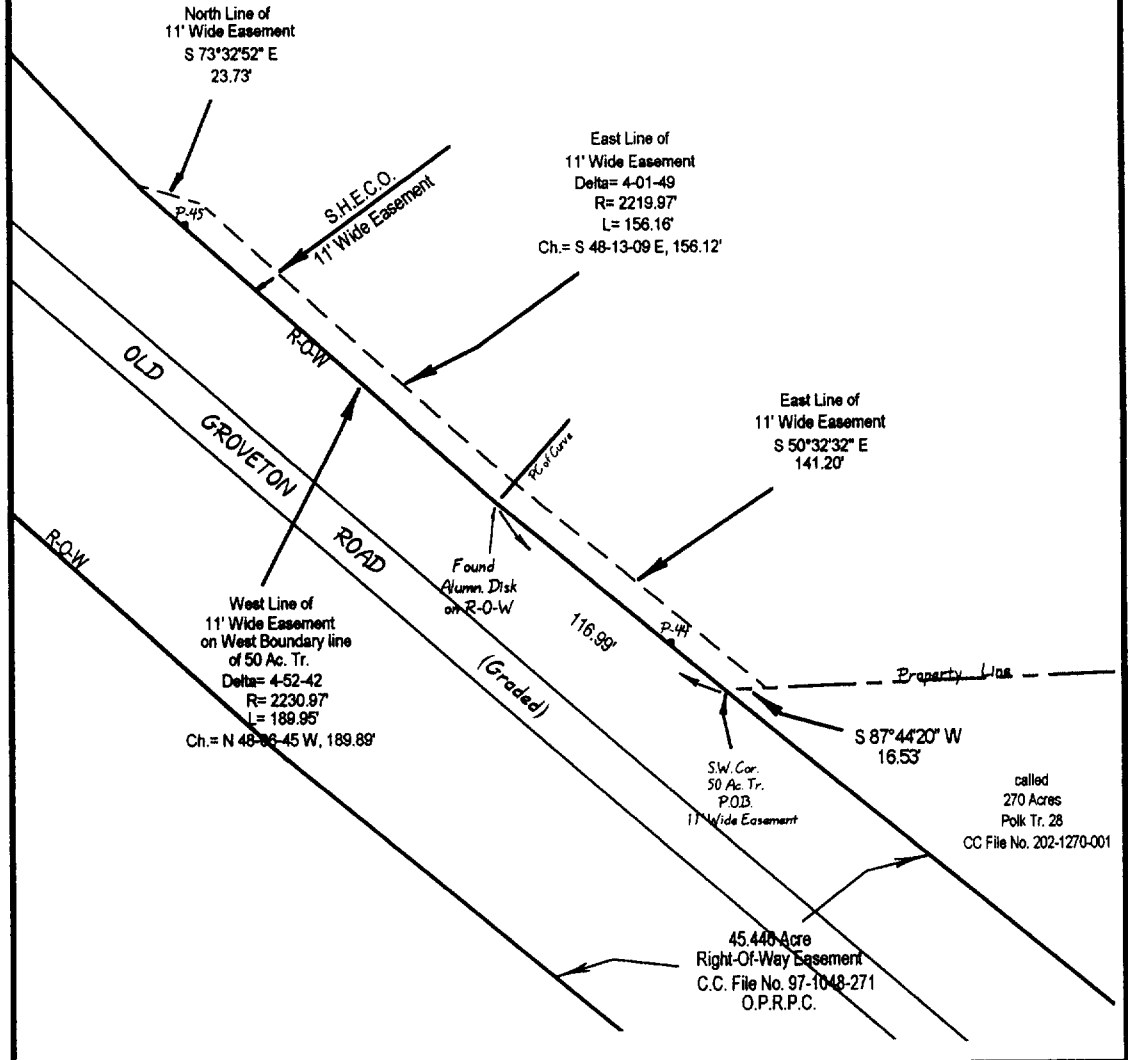
Arthur B. McWilliams
Arthur B. McWilliams R.P.L.S. No. 5238





Called
 50 Acres
 Vol. 1219, Pg. 679
 CC File #2002-1270-001
 (Save & Except out of 320 Acres)
 O.P.R.P.C.

Scale: 1" = 60'



PLAT SHOWING SURVEY OF

Sam Houston Electric Cooperative, Inc. 11' Wide by 301.86' Long Easement out of the Chas. Dolive Survey, A-951, Polk County, Texas
 Being a part of or crossing a 50 acre tract as recorded under C.C. File No. 2002-1270-001 O.P.R.P.C.
 Containing 3320.50 Square Feet or 0.076 acre of land

ARTHUR B. MCWILLIAMS, R. P. L. S.
 P.O. BOX 1558
 Kountze, Tx. 77625
 (409) 246-3069 Fax: (409) 246-8048

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS
 CORRECT TO THE BEST OF MY KNOWLEDGE.

November 19, 2003
 Date

Arthur B. McWilliams
 Arthur B. McWilliams R.P.L.S. No. 5238



Item # 10

**ORDER AUTHORIZING FINANCIAL ADVISOR
AND BOND COUNSEL TO PROCEED**

**THE STATE OF TEXAS §
 §
COUNTY OF POLK §**

WHEREAS, the Commissioners Court of Polk County, Texas has the opportunity to restructure its existing debt and achieve a present value savings based on current market conditions; and

WHEREAS, the Commissioners Court needs to authorize Coastal Securities, as the County's Financial Advisor, and Bickerstaff, Heath, Smiley, Pollan, Keever & McDaniel, L.L.P., as the County's Bond Counsel, to begin preparation for such financing, including the preparation of documents; and

WHEREAS, it is officially found and determined that the meeting at which this Order has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

Section 1. Coastal Securities, as the County's Financial Advisor, and Bickerstaff, Heath, Smiley, Pollan, Keever & McDaniel, L.L.P., as the County's Bond Counsel are authorized to proceed to develop the plan of financing and the preparation of documents for the issuance of the County's refunding bonds.

PASSED AND APPROVED THIS 10th DAY OF FEBRUARY, 2004.

John P. Sawyer

County Judge

ATTEST:

Barbara Middleton

County Clerk



Item #11

Revision CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
013 JP JUSTICE COURT TECHNOLOGY	3,500.00
015 ROAD & BRIDGE ADM	.00
051 AGING	.00
093 CO CLERK RECORDS MGMT FUND	.00

Budget Revisions # 2004-09

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

Revision CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

VOL 50 PAGE 207

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	OLD BUDGET AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2004 010-511-450	REPAIR/REPLACEMENT	01/29/2004	2K4R09	105,739.87	107,739.87	2,000.00	MOVE FUNDS FROM ANIMAL SHEL K
	MAINTENANCE - ENGINEERING			TOTAL AMENDMENTS 1	TOTAL CHANGES	2,000.00	
2004 010-552-315	OFFICE SUPPLIES	01/30/2004	2K4R09	950.00	750.00	200.00-	MOVE FUNDS TO MOBIL PHONE;B K
2004 010-552-423	MOBIL PHONES/PAGER	01/30/2004	2K4R09	550.00	750.00	200.00	MOVE FUNDS FROM OFC SUPPLIE K
	SUMMARY-CONSTABLE, PCT. #2			TOTAL AMENDMENTS 2	TOTAL CHANGES	.00	
2004 010-560-330	FUEL & OIL	01/29/2004	2K4R09	85,000.00	82,000.00	3,000.00-	MOVE FUNDS TO RADIO/COMM;M. K
2004 010-560-392	ANIMAL SHELTER	01/29/2004	2K4R09	5,000.00	3,000.00	2,000.00-	MOVE FUNDS TO MAINT/ENG REP K
2004 010-560-422	RADIO/COMMUNICATIO	01/29/2004	2K4R09	4,000.00	7,000.00	3,000.00	MOVE FUNDS FROM FUEL/OIL;M. K
	EXPENSE SUMMARY - SHERIFF DEPT			TOTAL AMENDMENTS 3	TOTAL CHANGES	2,000.00-	
2004 013-454-350	COMPUTER TECHNOLOG	02/04/2004	2K4R09	.00	3,500.00	3,500.00	RECORD AMOUNT NEEDED FOR PR K
				TOTAL AMENDMENTS 1	TOTAL CHANGES	3,500.00	
2004 015-613-000	PRECINCT #3-PERM R	01/29/2004	2K4R09	446,667.63	445,191.20	1,476.43-	MOVE FUNDS TO P/T SALARY & K
2004 015-613-108	SALARIES - PART TI	01/29/2004	2K4R09	14,923.88	16,213.01	1,289.13	MOVE FUNDS FROM CARRYOVER;B K
2004 015-613-201	SOCIAL SECURITY	01/29/2004	2K4R09	1,141.70	1,240.31	98.61	MOVE FUNDS FROM CARRYOVER;B K
2004 015-613-203	RETIREMENT	01/29/2004	2K4R09	.00	88.69	88.69	MOVE FUNDS FROM CARRYOVER;B K
	PRECINCT#3-PERM RD EXP SUMMARY			TOTAL AMENDMENTS 4	TOTAL CHANGES	.00	
2004 015-624-100	PCT 4 BUDGET CARRY	01/30/2004	2K4R09	90,000.00	89,500.00	500.00-	MOVE FUNDS TO OFC SUPPLIES; K
2004 015-624-315	OFFICE SUPPLIES	01/30/2004	2K4R09	350.00	850.00	500.00	MOVE FUNDS FROM CARRYOVER;T K
	PRECINCT #4 EXPENSE SUMMARY			TOTAL AMENDMENTS 2	TOTAL CHANGES	.00	
2004 051-645-333	RAW FOOD	01/29/2004	2K4R09	104,866.00	103,866.00	1,000.00-	MOVE FUNDS TO EQUIP MAINT/R K
2004 051-645-351	EQUIPMENT MAINTENA	01/29/2004	2K4R09	1,000.00	2,000.00	1,000.00	MOVE FUNDS FROM RAW FOOD;B. K
	EXPENSE SUMMARY - AGING DEPT			TOTAL AMENDMENTS 2	TOTAL CHANGES	.00	
2004 093-403-500	COMPUTER NETWORK M	01/30/2004	2K4R09	11,545.00	12,820.00	1,275.00	MOVE FUNDS FROM COMP UPGRAD K
2004 093-403-572	EQUIPMENT/COMPUTER	01/30/2004	2K4R09	27,950.00	26,675.00	1,275.00-	MOVE FUNDS TO COMP MAINT;B. K
				TOTAL AMENDMENTS 2	TOTAL CHANGES	.00	
01/23/2004 15:32:22				REPORT OF GENERAL LEDGER AMENDMENTS			
				GEL122 PAGE 1			
ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	OLD BUDGET AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2004 010-511-450	REPAIR/REPLACEMENT	01/23/2004	2K4R09	105,000.00	105,739.87	739.87	MOVE FUNDS FROM CAPITAL OUT K
2004 010-511-573	CAPITAL OUTLAY PUR	01/23/2004	2K4R09	15,000.00	14,260.13	739.87-	MOVE FUNDS TO REPAIR/REPLAC K
	MAINTENANCE - ENGINEERING			TOTAL AMENDMENTS 2	TOTAL CHANGES	.00	
2004 015-623-100	PCT 3 BUDGET CARRY	01/23/2004	2K4R09	65,961.14	45,565.14	20,396.00-	MOVE FUNDS TO CONSTRUCTION/ K
2004 015-623-339	CONSTRUCTION CONTR	01/23/2004	2K4R09	32,875.00	52,875.00	20,000.00	MOVE FUNDS FROM CARRYOVER;P K
2004 015-623-463	TOWER RENT	01/23/2004	2K4R09	.00	396.00	396.00	MOVE FUNDS FROM CARRYOVER;P K
				TOTAL AMENDMENTS 3	TOTAL CHANGES	.00	

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8,655.79
015	ROAD & BRIDGE ADM	883.98
061	DEBT SERVICE FUND	33,458.90
088	JUDICIARY FUND	180.20
101	ADULT SUPERVISION	211.70
108	CCP - SURVEILLANCE	68.00
184	JUVENILE PROBATION	45.00
185	CCAP - JUVENILE PROBATION	198.50
TOTAL OF ALL FUNDS		43,702.07

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

ACH 395

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	276.00
088	JUDICIARY FUND	73,594.64
	TOTAL OF ALL FUNDS	73,870.64

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	100.00
049	DISTRICT ATTY HOT CHECK FUND	460.00
088	JUDICIARY FUND	23,084.03

	TOTAL OF ALL FUNDS	23,644.03

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	100,000.00
015	ROAD & BRIDGE ADM	125,000.00
061	DEBT SERVICE FUND	100,000.00
TOTAL OF ALL FUNDS		325,000.00

ACH 396

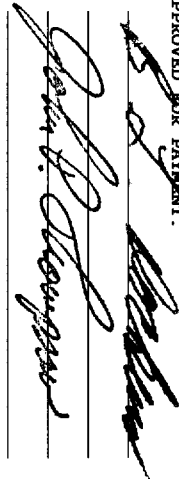
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. I. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



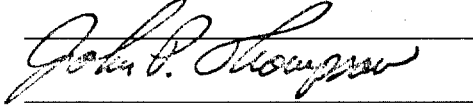
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,489.60
015 ROAD & BRIDGE ADM	496.03

TOTAL OF ALL FUNDS	8,985.63

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	3,033.97
015	ROAD & BRIDGE ADM	766.62
027	SECURITY	30.00
101	ADULT SUPERVISION	230.77
	TOTAL OF ALL FUNDS	4,061.36


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	73,029.36
015	ROAD & BRIDGE ADM	19,257.97
027	SECURITY	592.50
049	DISTRICT ATTY HOT CHECK FUND	906.39
051	AGING	1,890.15
083	MUSEUM OPERATING FUND	177.09
101	ADULT SUPERVISION	11,929.83
108	CCP - SURVEILLANCE	1,388.64
109	SPECIALIZED CASELOAD CCP	518.67
184	JUVENILE PROBATION	1,479.27
185	CCAP - JUVENILE PROBATION	3,603.27

	TOTAL OF ALL FUNDS	114,773.14

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

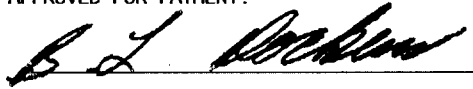
ACH 397

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	42,553.30
015	ROAD & BRIDGE ADM	10,683.75
027	SECURITY	307.85
049	DISTRICT ATTY HOT CHECK FUND	573.06
051	AGING	889.69
083	MUSEUM OPERATING FUND	82.52
101	ADULT SUPERVISION	6,973.56
108	CCP - SURVEILLANCE	810.83
109	SPECIALIZED CASELOAD CCP	371.49
184	JUVENILE PROBATION	899.07
185	CCAP - JUVENILE PROBATION	1,948.77

	TOTAL OF ALL FUNDS	66,093.89

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON





COUNTY JUDGE

ACH 398

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	135,099.44
015	ROAD & BRIDGE ADM	38,189.44
027	SECURITY	1,245.92
049	DISTRICT ATTY HOT CHECK FUND	1,617.82
051	AGING	3,846.32
083	MUSEUM OPERATING FUND	345.53
101	ADULT SUPERVISION	22,156.29
108	CCP - SURVEILLANCE	2,547.75
109	SPECIALIZED CASELOAD CCP	882.18
184	JUVENILE PROBATION	2,676.60
185	CCAP - JUVENILE PROBATION	6,760.79

	TOTAL OF ALL FUNDS	215,368.08

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

ACH 399

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	815,000.00
015 ROAD & BRIDGE ADM	146,000.00
061 DEBT SERVICE FUND	280,000.00

TOTAL OF ALL FUNDS	1,241,000.00

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

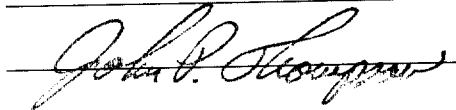
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ACH 400

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	200,000.00
061	DEBT SERVICE FUND	150,000.00
090	DRUG FORFEITURE FUND	635.00
TOTAL OF ALL FUNDS		350,635.00

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	11,350.00

TOTAL OF ALL FUNDS	11,350.00

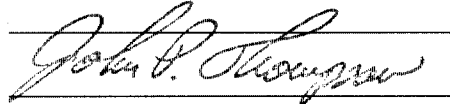
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,095.87
015	ROAD & BRIDGE ADM	1,051.26
027	SECURITY	75.00
051	AGING	177.49
061	DEBT SERVICE FUND	6,355.35
088	JUDICIARY FUND	128.35
TOTAL OF ALL FUNDS		13,883.32

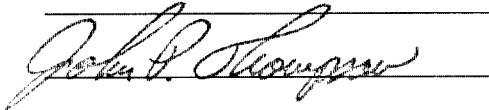
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

AC 11 401

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	342,000.00
015	ROAD & BRIDGE ADM	55,000.00
061	DEBT SERVICE FUND	110,000.00

	TOTAL OF ALL FUNDS	507,000.00

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	1,938.29

TOTAL OF ALL FUNDS	1,938.29

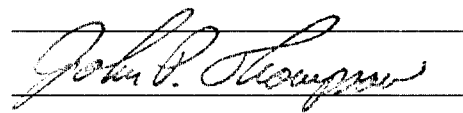
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	70,496.42
013	JP JUSTICE COURT TECHNOLOGY	3,500.00
015	ROAD & BRIDGE ADM	23,631.09
049	DISTRICT ATTY HOT CHECK FUND	20.67
051	AGING	3,659.42
093	CO CLERK RECORDS MGMT FUND	2,880.90
TOTAL OF ALL FUNDS		104,188.50

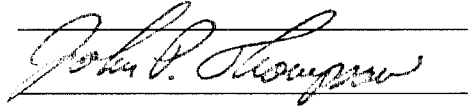
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	559.00

TOTAL OF ALL FUNDS	559.00

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

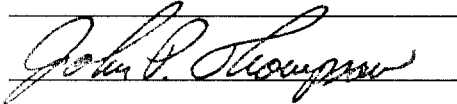
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



Addendum Schedule of Bills for Court Dated FEB 10 2004
FY-04

Vendor	Amount	Explanation
RESIDENCE INN WACO	\$ 542.32	EMERGENCY MGMT
JOHN P. THOMPSON	\$ 155.52	PRO-RATA HOTEL TAX
TOWTRC CONFERENCE C/O EXPO TEXAS	\$ 100.00	EMERGENCY MGMT
	\$ 797.84	



ADDITIONAL
ADDITIONAL

Revised List

DATE: JANUARY 28 THROUGH FEBRUARY 10, 2004

Sheet # 13

(1)	KEYVIN W. BLACHBURN	SHERIFF	1036 - SERGEANT	REGULAR FULL-TIME	2001	\$28,758.58	RESIGNATION EFFECTIVE 02/06/2004
(2)	JANET COCHARN	AGING	1265 - COOK	REGULAR FULL-TIME	05/(01)	\$6,59/HR	NEW HIRE EFFECTIVE 02/11/2004
(3)	WILLIAM D. ALLEN	ROAD & BRIDGE PRECINCT # 2	0113 - ROAD & BRIDGE MAINTENANCE WORKER	REGULAR FULL-TIME	11/04	\$19,856.81	MERIT INCREASE TO 11/05 \$20,353.23 EFFECTIVE 01/28/2004
(4)	ROBERT W. BLAKLEY	ROAD & BRIDGE PRECINCT # 2	0108 - HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/02	\$24,193.60	MERIT INCREASE TO 16/03 \$24,798.44 EFFECTIVE 01/28/2004
(5)	MICHAEL GAYLE CHANDLER, JR.	ROAD & BRIDGE PRECINCT # 2	0109 - LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/02	\$21,918.20	MERIT INCREASE TO 14/03 \$22,466.16 EFFECTIVE 01/28/2004
(6)	FRANK LARRY HENSLEY, JR.	ROAD & BRIDGE PRECINCT # 2	0108 - HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/04	\$25,418.40	MERIT INCREASE TO 16/05 \$26,053.86 EFFECTIVE 01/28/2004
(7)	JAMES L. PHILLIPS	ROAD & BRIDGE PRECINCT # 2	0108 - HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/04	\$25,418.40	MERIT INCREASE TO 16/05 \$26,053.86 EFFECTIVE 01/28/2004
(8)	WILLIAM W. MEADOWS	ROAD & BRIDGE PRECINCT # 2	0109 - LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/03	\$22,466.16	MERIT INCREASE TO 14/04 \$23,027.81 EFFECTIVE 01/28/2004
(9)	WILLIE M. MEADOWS JR.	ROAD & BRIDGE PRECINCT # 2	0109 - LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/02	\$21,918.20	MERIT INCREASE TO 14/03 \$22,466.16 EFFECTIVE 01/28/2004
(10)	ROONEY GLENN WALKER	ROAD & BRIDGE PRECINCT # 2	0109 - LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/02	\$21,918.20	MERIT INCREASE TO 14/03 \$22,466.16 EFFECTIVE 01/28/2004
(11)	RISA A. IVY	ROAD & BRIDGE PRECINCT # 2	0103 - SECRETARY II	REGULAR FULL-TIME	12/06	\$21,918.20	MERIT INCREASE TO 12/07 \$22,466.16 EFFECTIVE 01/28/2004
(12)	ROBERT THOMAS	SHERIFF	1037 - DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	17/02	\$25,418.40	RECLASSIFY TO 1036 - SERGEANT 2001 \$28,758.58 EFFECTIVE 02/11/2004
(13)	TERRI L. MAYER	JAIL	1038 - DEPUTY SHERIFF (TRANSPORT)	LABOR POOL (-900)	17/(01)	\$11.92	TRANSFER TO REGULAR FULL-TIME 1037 - DEPUTY SHERIFF (PATROL) 17/01 \$24,798.44 EFFECTIVE 02/11/2004
(14)							
(15)							
(16)							
(17)							
(18)							
(19)							
(20)							

VOL 50 PAGE 227**COPY**

Item #16

512 W. CHURCH, INC.
512 W. Church St
Livingston, Texas 77351
936-327-5323 dockens@livingston.net

February 3, 2004

John P. Thompson, County Judge
Polk County
101 W. Church St.
Livingston, Texas 77351

Dear Judge Thompson:

This letter is to reduce to writing the details of the offer to Polk County to lease the property available at the 500 block of W. Church St in Livingston.

Attached is a layout of the 4,000 sq. ft. building. The building has four (4) separate entrances and is easily divisible into four (4) office spaces. These are marked for reference as Suites 1,2,3 and 4.

The proposal would be for the County to consider initially leasing Suites 2,3 and 4, which total 3,150 sq. ft. of space. Each space has an outside door with a reception area. The balance of the space totaling 850 sq. ft. could be made available to the County in the future, if needed.

The offices of the Treasurer, Personnel and Auditor work closely together on a daily basis. In any type of relocation it would be very convenient to have these three (3) separate offices together. With approximately 11-12 offices, and a conference or file room, there should be adequate space for the nine (9) employees of these three (3) departments.

The lease proposal to the County would be a "gross" lease amount, which would include insurance, real property taxes and maintenance. This space would not require any remodeling or finish-out work for occupancy. Minor convenience modifications, if necessary, will be made at the landlord's expense. The offices are ready for immediate occupancy and have internet, fax and phone connections. A five (5) line phone system is available for use. The parking is adequate now, however, changes will be made to accommodate more vehicles.

The proposal for the major lease provisions would be:

1. The 3,150 sq. ft. lease would be \$0.62 a foot per month or \$7.44 a foot per year.
2. The lease would be an annual lease and would be automatically renewed unless terminated. Therefore, the County would not be obligated for more than one year at a time.
3. The rate would contain an automatic, annual Two (2) % increase upon renewal.
4. The lease amount would include the building insurance, building property taxes and repair and maintenance to the building and parking lot. Specifically, the landlord would be responsible for the roof, heating and air conditioning units, plumbing to the building, building exterior, and the normal wear and tear for the carpeting and tile floor covering.

The property is available for inspection at any mutually convenient time.

VOL 50 PAGE 228

If you have any additional questions or would like to review this proposal please feel free to contact me.

Respectfully submitted,

COPY

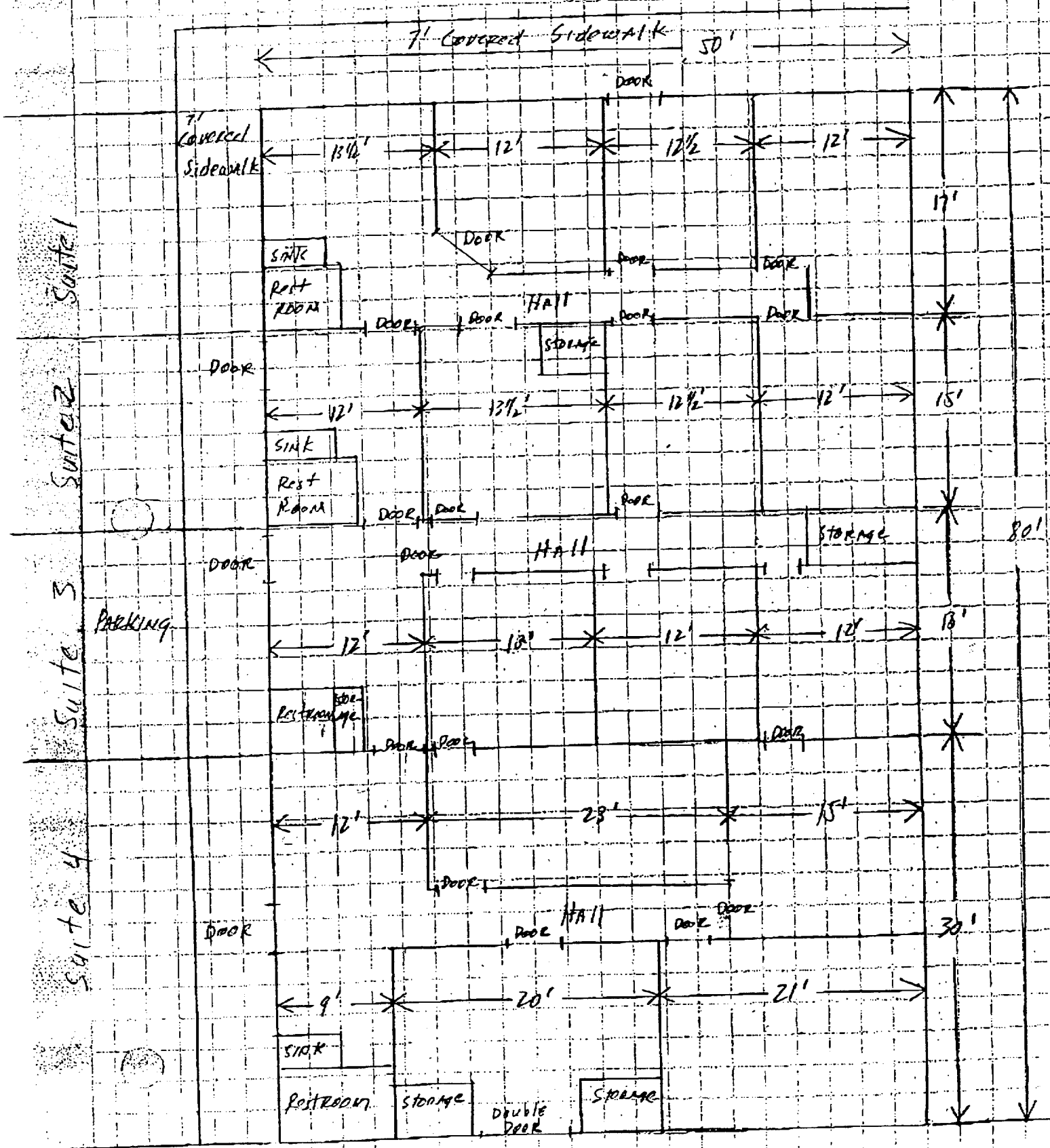
B. L. Dockens, President

Cc: Bob Willis, Commissioner Precinct 1
Bobby Smith, Commissioner Precinct 2
Buddy Purvis, Commissioner Precinct 3
Tommy Overstreet, Commissioner Precinct 4

50' x 80' = 4,000 sq ft
4,000 sq ft x .609 = 2,440 sq ft

1 SQUARE = 2.5 FT.

Highway 190 (Church St)
500' Block



Budget Amendments
 #2K4A09
 FY04
 #2004-09(A)

By: B.L. Dockens, County Auditor

Item #17

<u>Fund Account</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Comments</u>	<u>Current Budget</u>	<u>Amended Budget</u>
015-622-100	Precinct 2 Budget Carryover		3,692.13	Amend Pct #2 budget for merit increases for all employees	113,429.91	109,737.78
015-622-105	Salaries	2,957.19		Amend Pct #2 budget for merit increases for all employees	205,026.17	207,983.36
015-622-201	Social Security	226.23		Amend Pct #2 budget for merit increases for all employees	15,897.50	16,123.73
015-622-203	Retirement	203.46		Amend Pct #2 budget for merit increases for all employees	14,193.46	14,396.92
015-622-204	Workers Compensation	296.37		Amend Pct #2 budget for merit increases for all employees	22,788.54	23,084.91
015-622-206	Unemployment Insurance	8.88		Amend Pct #2 budget for merit increases for all employees	675.38	684.26
TOTALS		3,692.13	3,692.13			

COPY

Approved By:

Date:

VOL 50 PAGE 232

FAX COVER SHEET

Item # 18

Bob Willis
Polk County Pct. 1
P. O. Box 740
Tyler Street
Goodrich, Texas 77335
936-365-2222
936-365-4237
Email precinct1@livingston.net

SEND TO	
Company name <i>County Judge</i>	From <i>Bob Willis</i>
Attention <i>John Thompson</i>	Date <i>Feb 4, 2004</i>
Office location	Office location
Fax number <i>327-6891</i>	Phone number

- Urgent
 Reply ASAP
 Please comment
 Please review
 For your information

Total pages, including cover: 1

COMMENTS

John,

Please add to Court Agenda for February 10, 2004

(1) Correct "MSAG" list to reflect Broken Arrow Trail as Not a County Maintained Road.

(2) Correct "MSAG" list to reflect 565' of Maple Street as a County Maintained Road.

Thank you,