



# POLK COUNTY COMMISSIONERS COURT

June 26, 2007

10:00 A.M.

Polk County Courthouse, 3<sup>rd</sup> floor

Livingston, Texas

2007-068

## 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.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC COMMENTS.**

This item is included on the Agenda to allow public comments on topics that may or may not appear on this agenda. In accordance with law, this Court cannot discuss, deliberate or take action on any item or topic not listed on this agenda. Public comments requesting or requiring action or deliberation may be scheduled on a future agenda. Each public comment will be limited to a maximum of five (5) minutes, unless a member of the Court requests additional time for the presenter. Any handout materials must be reproduced and furnished by the presenter.

3. **INFORMATIONAL REPORTS.**

This item is included on the Agenda to receive announcements from the Court members and/or other Elected Officials and Department Heads of Polk County.

**NEW BUSINESS**

4. **CONSENT AGENDA** (The items listed within the Consent Agenda are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more items from the Consent Agenda and to have the item/s individually considered).

- A. APPROVE MINUTES OF PREVIOUS MEETING/S: June 12, 2007 (Regular Meeting)& June 20, 2007(Special Session).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CONSIDER APPROVAL TO SUBMIT REQUEST TO STATE COMPTROLLER FOR UNCLAIMED RURAL ELECTRIC COOPERATIVE CAPITAL CREDITS.
- G. CONSIDER APPROVAL OF FINAL PLAT FOR CEDAR POINT SECTION SIX, A SUBDIVISION LOCATED IN PRECINCT 2.
- H. RECEIVE PRELIMINARY PLAT FOR HARBORS EDGE, A SUBDIVISION LOCATED IN PRECINCT 2.

**ADJOURN**

By: John P. Thompson, County Judge

Posted: Wednesday, June 20, 2007

I 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, June 20, 2007 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas ([www.co.polk.tx.us](http://www.co.polk.tx.us)).

FILED FOR RECORD

BARBARA MIDDLETON, COUNTY CLERK

2007 JUN 20 A 10: 29

BY:

Andrea Schmidt (Deputy)

BARBARA MIDDLETON  
POLK COUNTY CLERK



**ADDENDUM to Posting # 2007-068**

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Regular Session scheduled for June 26, 2007 at 10:00 A.M.

**AMEND TO ADD:**

4.

- I. CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: **(PCT 1)** LOTS 29, 30, 31 & 32, BLOCK 1, NUGENTS COVE #2, CAUSE NO. T00-089; LOT 784, FORESTER'S RETREAT #3, CAUSE NO. T06-247; LOT 785, FORESTER'S RETREAT #3, CAUSE NO. T06-249 **(PCT 2)** LOTS 9, 12, 14 & 16, BLOCK 1, CREEKSIDE #1, CAUSE NOS. T06-168 & T06-189; LOT 3, BLOCK 10, IMPALA WOODS #1, CAUSE NO. 99-084 **(PCT 3)** LOT 9, 2.86 ACRES, HARDINS HIDEOUT, CAUSE NO. T05-025; LOTS 10 & 17, 6.39 ACRES, HARDINS HIDEOUT, CAUSE NO. T04-045.
- J. CONSIDER APPROVAL OF RENEWAL AGREEMENT WITH LIMESTONE COUNTY FOR THE TEMPORARY HOUSING OF POLK COUNTY INMATES.
- K. CONSIDER SHERIFF'S REQUEST FOR APPROVAL OF CONTRACT WITH TEXAS AUTO TITLE FOR THE SALE OF ABANDONED VEHICLES.

Commissioners Court of Polk County, Texas

Dated: Friday, June 22, 2007

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, June 22, 2007 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas ([www.co.polk.tx.us](http://www.co.polk.tx.us)).

BARBARA MIDDLETON, COUNTY CLERK

BY Andrea Schmidt, Deputy

FILED FOR RECORD  
2007 JUN 22 1 P 4: 05

BARBARA MIDDLETON  
POLK COUNTY CLERK

STATE OF TEXAS §

DATE: JUNE 26, 2007

COUNTY OF POLK §

**REGULAR MEETING**

COUNTY JUDGE-ABSENT

COUNTY CLERK-ABSENT

**COMMISSIONERS COURT**  
**AGENDA POSTING #2007- 068**

BE IT REMEMBERED ON THIS THE 26TH DAY OF JUNE, 2007  
 THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED MEETING  
 WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT #3, PRESIDING.  
 BOB WILLIS - COMMISSIONER PCT#1, RONNIE VINCENT - COMMISSIONER PCT #2,  
 C.T. "TOMMY" OVERSTREET COMMISSIONER PCT #4, SCHELANA WALKER, CHIEF DEPUTY  
 COUNTY CLERK AND RAY STELLY, COUNTY AUDITOR. THE FOLLOWING AGENDA ITEMS,  
 ORDERS AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY COMMISSIONER JAMES J. "BUDDY" PURVIS AT 10:00 A.M.
  - INVOCATION BY NOLA RENEAU.
  - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY KENNETH HAMBRICK.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
  - A. NOLA RENEAU, COUNTY TREASURER, REPORTED ON AUDITOR, TREASURER AND PERSONNEL MOVING TO ANNEX BUILDING AND INVITED COURT TO VISIT THE FACILITY.
  - B. NATHAN KRUPPE WITH SANDERSEN, KNOX AND BELT GAVE A STATUS REPORT ON THE AUDIT STATING THE FY2006 REPORT SHOULD BE COMPLETED NO LATER THAN THE SECOND MEETING IN JULY.
  - C. JEANETTE MONTGOMERY, HUMAN RESOURCE SUPERVISOR, INTRODUCED HERSELF AND THANKED COURT FOR HER APPOINTMENT AS SUPERVISOR.
  - D. KENNETH HAMBRICK, EMERGENCY MANAGEMENT COORDINATOR, GAVE AN UPDATE ON MOSQUITO ABATEMENT, ADVISING COURT THAT ONCE THE CONTRACT IS SIGNED EQUIPMENT CAN BE PURCHASED.

CONSENT AGENDA

4. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE FOLLOWING CONSENT AGENDA ITEMS:
  - A. APPROVE MINUTES OF JUNE 12, 2007 (REGULAR MEETING) AND JUNE 20, 2007 (SPECIAL MEETING).
  - B. APPROVAL OF BUDGET REVISIONS #2007-17, AS PRESENTED BY THE COUNTY AUDITOR.  
(SEE ATTACHED)
  - C. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO DELETE THIS ITEM, AS NO BUDGET AMENDMENTS WERE SUBMITTED.

- D. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE SCHEDULE OF BILLS AND ADDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
6/8/07	102,283.95	205384-205408
6/8/07	49.61	205409
6/12/07	138,551.90	205410
6/12/07	60,636.40	205411-205415
6/15/07	40,166.90	ACH 981
6/15/07	9,394.30	ACH 982
6/15/07	27,237.93	ACH 983
6/15/07	238,953.64	ACH 984
6/15/07	3,267.86	ACH 985
6/15/07	6,023.59	205416-205424
6/21/07	230,647.13	205425-205584
6/21/07	12,356.93	205585-205595
6/25/07	1,844.90	Addendum to appear on future schedule
<b>TOTAL</b>	<b>869,570.14</b>	


- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. APPROVAL TO SUBMIT REQUEST TO STATE COMPTROLLER FOR UNCLAIMED RURAL ELECTRIC COOPERATIVE CAPITAL CREDITS.
- G. APPROVAL OF FINAL PLAT FOR CEDAR POINT SECTION SIX, A SUBDIVISION LOCATED IN PRECINCT 2.
- H. RECEIVE PRELIMINARY PLAT FOR HARBORS EDGE, A SUBDIVISION LOCATED IN PRECINCT 2.
- I. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:  
(PCT 1)  
LOTS 29, 30, 31 & 32, BLOCK 1, NUGENTS COVE #2, CAUSE NO. T00-089;  
LOT 784, FORESTER'S RETREAT #3, CAUSE NO. T06-247;  
LOT 785, FORESTER'S RETREAT #3, CAUSE NO. T06-249.  
(PCT 2)  
LOTS 9, 12, 14 & 16, BLOCK 1, CREEKSIDE #1, CAUSE NOS. T06-168 & T06-189;  
LOT 3, BLOCK 10, IMPALA WOODS #1, CAUSE NO. 99-084.  
(PCT 3)  
LOT 9, 2.86 ACRES, HARDINS HIDEOUT, CAUSE NO. T05-025;  
LOTS 10 & 17, 6.39 ACRES, HARDINS HIDEOUT, CAUSE NO. T04-045.
- J. APPROVAL OF RENEWAL AGREEMENT WITH LIMESTONE COUNTY FOR THE TEMPORARY HOUSING OF POLK COUNTY INMATES.
- K. APPROVAL OF CONTRACT WITH TEXAS AUTO TITLE FOR THE SALE OF ABANDONED VEHICLES, AS REQUESTED BY SHERIFF. (SEE ATTACHED)

ADJOURN:

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 26TH DAY OF JUNE, 2007 AT 10:10 A.M.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



SCHELANA WALKER, DEPUTY COUNTY CLERK

#5(B)

Budget


Revisions

AMENDMENT# CHANGES BY FUND

2007-17  
6/26/07

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

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED



RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

REPORT OF GENERAL LEDGER AMENDMENTS

06/21/2007 08:33:17

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-401-400	ATTORNEY FEES/COMM	06/21/2007	2K7R17	26,000.00	16,681.00	9,319.00-	UNBUDGETED COST OF FY06 AUD SD	SD
2007 010-401-401	AUDITING FEES	06/21/2007	2K7R17	35,000.00	44,319.00	9,319.00	UNBUDGETED COST FOR FY06 AU SD	SD
	EXP. SUM. - COMM COURT		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2007 010-458-315	OFFICE SUPPLIES	06/20/2007	2K7R17	2,000.00	2,500.00	500.00	PROVIDE FIUNDING FOR OFFICE SD	SD
2007 010-458-427	TRAVEL TRAINING	06/20/2007	2K7R17	2,000.00	1,500.00	500.00-	TO PROVIDE FUNDING FOR OFFI SD	SD
	EXPENSE SUMMARY JP #4		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2007 010-512-334	PAPER/SUNDRY SUPPL	06/20/2007	2K7R17	20,584.00	20,454.00	130.00-	TO COVER OUT OF STATE INMAT SD	SD
2007 010-512-426	TRAVEL - TRANSPORT	06/20/2007	2K7R17	10,724.00	10,854.00	130.00	TO COVER OUT OF STATE INMAT SD	SD
	EXPENSE SUMMARY - JAIL		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2007 015-370-200	PCT 3 SALE OF ASSE	06/20/2007	2K7R17	38,850.00-	48,850.00-	10,000.00-	R & B PCT 3	SD
	PRECINCT #3 EXPENSE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES	10,000.00-		
2007 015-622-338	CULVERTS	06/20/2007	2K7R17	19,000.00	24,000.00	5,000.00	TO COVER EXP	SD
2007 015-622-456	PARTS & REPAIR	06/20/2007	2K7R17	70,378.65	65,378.65	5,000.00-	TO COVER OTHER EXP IN LINE	SD
	PRECINCT #2 - ROAD & BRIDGE		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2007 015-623-456	PARTS & REPAIRS	06/20/2007	2K7R17	83,827.54	93,827.54	10,000.00	R&B PCT 3	SD
	PRECINCT #3 EXPENSE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES	10,000.00		
2007 015-624-427	TRAVEL/TRAINING	06/20/2007	2K7R17	2,500.00	5,000.00	2,500.00	R & B PCT 4	SD
2007 015-624-463	TOWER RENT	06/20/2007	2K7R17	396.00	696.00	300.00	R & B PCT 4	SD
2007 015-624-490	MISCELLANEOUS	06/20/2007	2K7R17	36,665.06	34,165.06	2,500.00-	R&B PCT 4	SD
2007 015-624-490	MISCELLANEOUS	06/20/2007	2K7R17	34,165.06	33,865.06	300.00-	R&B PCT 4	SD
	PRECINCT #4 EXPENSE SUMMARY		TOTAL AMENDMENTS	4	TOTAL CHANGES	.00		

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	99,441.73
015	ROAD & BRIDGE ADM	1,436.03
027	SECURITY	93.39
040	LAW LIBRARY FUND	53.03
051	AGING	1,140.74
093	CO CLERK RECORDS MGMT FUND	119.03
TOTAL OF ALL FUNDS		102,283.95

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

RAY STELLY  
*ASST*  
 COUNTY AUDITOR

*Stephanie Dale*

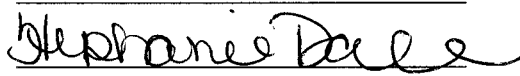
JOHN P. THOMPSON  
 COUNTY JUDGE

*John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
015	ROAD & BRIDGE ADM	49.61
	TOTAL OF ALL FUNDS	49.61

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

RAY STELLY  
ASST.  
COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE





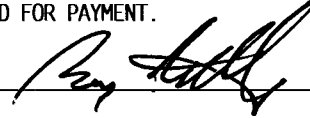
SCHEDULE OF BILLS BY FUND

VOL. 53 PAGE 833

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	106,777.38
015	ROAD & BRIDGE ADM	24,652.16
027	SECURITY	550.74
051	AGING	550.74
185	CCAP - JUVENILE PROBATION	6,020.88
		-----
	TOTAL OF ALL FUNDS	138,551.90

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

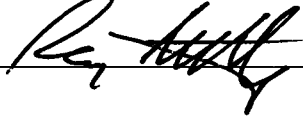
SCHEDULE OF BILLS BY FUND

VOL. 53 PAGE 834  
FUND DESCRIPTION

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,759.49
015	ROAD & BRIDGE ADM	1,375.61
061	DEBT SERVICE FUND	35,143.35
090	DRUG FORFEITURE FUND	357.95
TOTAL OF ALL FUNDS		60,636.40

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

RAY STELLY




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COUNTY AUDITOR

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JOHN P. THOMPSON



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COUNTY JUDGE

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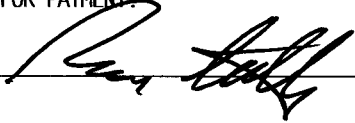
SCHEDULE OF BILLS BY FUND

VOL. 53 PAGE 835

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,285.68
015	ROAD & BRIDGE ADM	6,608.66
027	SECURITY	273.50
051	AGING	548.06
101	ADULT SUPERVISION	4,326.66
185	CCAP - JUVENILE PROBATION	2,124.34
	TOTAL OF ALL FUNDS	40,166.90

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

RAY STELLY



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COUNTY AUDITOR

JOHN P. THOMPSON



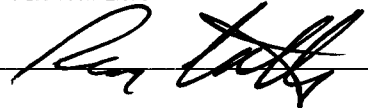

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COUNTY JUDGE

ACH 981

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,147.68
015	ROAD & BRIDGE ADM	1,545.68
027	SECURITY	63.98
051	AGING	128.20
101	ADULT SUPERVISION	1,011.96
185	CCAP - JUVENILE PROBATION	496.80
TOTAL OF ALL FUNDS		9,394.30

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

RAY STELLY   
COUNTY AUDITOR  
JOHN P. THOMPSON   
COUNTY JUDGE

AC # 982

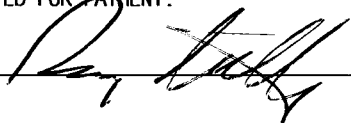
SCHEDULE OF BILLS BY FUND

VOL. 53 PAGE 837

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,712.09
015	ROAD & BRIDGE ADM	3,673.58
027	SECURITY	118.08
051	AGING	160.17
101	ADULT SUPERVISION	3,121.61
185	CCAP - JUVENILE PROBATION	1,452.40
	TOTAL OF ALL FUNDS	27,237.93

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

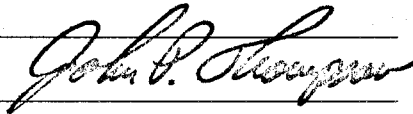
RAY STELLY



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COUNTY AUDITOR

JOHN P. THOMPSON



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COUNTY JUDGE

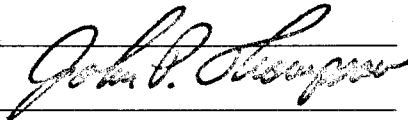
ACH 983

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	156,673.17
015	ROAD & BRIDGE ADM	40,617.88
027	SECURITY	1,734.34
051	AGING	3,611.63
101	ADULT SUPERVISION	24,098.36
185	CCAP - JUVENILE PROBATION	12,218.26
TOTAL OF ALL FUNDS		238,953.64

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

RAY STELLY 

COUNTY AUDITOR \_\_\_\_\_

JOHN P. THOMPSON 

COUNTY JUDGE \_\_\_\_\_

HCH 984


SCHEDULE OF BILLS BY FUND

VOL. 53 PAGE 839

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,752.02
015 ROAD & BRIDGE ADM	515.84
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TOTAL OF ALL FUNDS	3,267.86

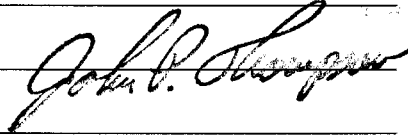
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON




COUNTY JUDGE

ACH 985

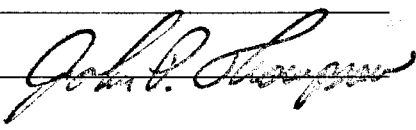
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,803.10
011	HOTEL OCCUPANCY TAX FUND	712.51
015	ROAD & BRIDGE ADM	475.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,241.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		6,023.59

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

RAY STELLY 

COUNTY AUDITOR

JOHN P. THOMPSON 

COUNTY JUDGE

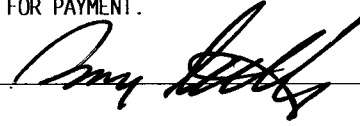


SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	122,654.62
011	HOTEL OCCUPANCY TAX FUND	1,000.00
015	ROAD & BRIDGE ADM	95,591.96
027	SECURITY	98.00
040	LAW LIBRARY FUND	871.22
051	AGING	8,041.53
056	SHERIFF-COMMISSARY FUNDS	1,500.00
088	JUDICIARY FUND	889.80
	TOTAL OF ALL FUNDS	230,647.13

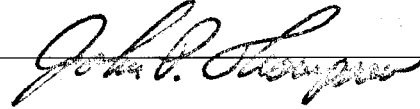
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

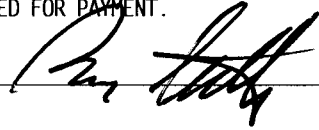


COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	12,356.93
	TOTAL OF ALL FUNDS	----- 12,356.93

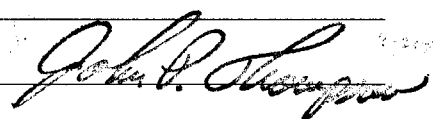
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ADDENDUM SCHEDULE OF BILLS - JUNE 26, 2007 VOL.

53 PAGE 843

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
JAY BURKS	TRAVEL ADVANCE	MAINT ENG	010-511-427	\$ 250.00
LA QUINTA	REGISTRATION/J BURKS	MAINT ENG	010-697-427	\$ 392.00
MARRIOTT COURTYARD	REGISTRATION/P WALLER	SHERIFF	010-560-427	\$ 593.40
SHERIFF'S ASSOC OF TX	REGISTRATION	SHERIFF	010-560-427	\$ 300.00
TX ASSOC OF COUNTIES	INSURANCE VEHICLE	SHERIFF	010-409-490	\$ 309.00



\$ 1,844.40

*Handwritten:* \$5 (E)

DATE: JUNE 13 - JUNE 26, 2007

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	TODD GEGORY BASKIN	ROAD & BRIDGE #4	#113 RB MAINTENANCE WORKER	LABOR POOL (-900)	12/01 \$9,984/HR	RESIGNATION EFFECTIVE 06/07/2007
(2)	MICHAEL SHAWN GOLDEN	CUSTODIAL MAINTENANCE	#0803 CUSTODIAL MAINTENANCE WORKER	REGULAR FULL-TIME	09/01 \$17,950.40	RESIGNATION EFFECTIVE 06/15/2007
(3)	PEGGY JEAN HARRISON	JAIL	#1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$22,859.20	RECLASSIFICATION OF JOB TO LABOR POOL (-900) #1055 - CORRECTIONS OFFICER, \$10.99/HR EFFECTIVE 06/30/2007
(4)	JERED SCOTT MUNSON	ROAD & BRIDGE #4	#113 RB MAINTENANCE WORKER	LABOR POOL (-900)	12/01 \$9,514/HR	NEW HIRE EFFECTIVE 07/03/2007
(5)	JEANETTE FAUSTINE MONTGOMERY	PERSONNEL	205 HUMAN RESOURCES SUPERVISOR	REGULAR FULL-TIME	19/01 \$29,161.60	RE-EMERGENCY HIRE (APPOINTED BY COMMISSIONERS COURT) EFFECTIVE 06/21/2007
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						

*Handwritten:* (14/01)

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**AGREEMENT FOR AUCTION OF ABANDONED MOTOR VEHICLES**

THIS AGREEMENT is made by and between Polk County and the Polk County Sheriff's Office, hereinafter combined as the "County," and Texas Auto Title & Registration Consultants, Inc., hereinafter "Texas Auto Title."

**SECTION 1: RECITALS**

WHEREAS, from time to time motor vehicles are abandoned throughout the County:

WHEREAS, Chapter 683 of the TEXAS TRANSPORTATION CODE, hereinafter "Chapter 683" authorizes a law enforcement agency to take custody of an abandoned motor vehicle and sets out certain mandatory notification and procedures for the public auction of an abandoned motor vehicle to permit transfer to the purchaser of an abandoned motor vehicle free and clear of all liens and claims of ownership;

WHEREAS, the County desires to employ Texas Auto Title to send out the required notices and administer and conduct public auctions of abandoned motor vehicles, in accordance with the provisions of Chapter 683;

WHEREAS, Texas Auto Title is willing to provide notification services and to administer and conduct auctions of abandoned motor vehicles that are in the County's custody, in accordance with the provisions of Chapter 683, in exchange for the consideration hereinafter described:

NOW, THEREFORE, subject to the terms and conditions and in consideration of the mutual promises hereinafter stated, the County and Texas Auto Title agree as follows:

**SECTION 2: DEFINITIONS**

*Abandoned Motor Vehicle* shall mean the following:

- (1) a motor vehicle that is inoperable and more than five years old and left unattended on public property for more than 48 hours;
- (2) a motor vehicle that has remained illegally on public property for a period of more than 48 hours;
- (3) a motor vehicle that has remained on private property without the consent of the owner or person in control of the property for more than 48 hours;
- (4) a motor vehicle left unattended on the right-of-way of a designated county, state, or federal highway within this state for more than 48 hours or for more than 12 hours on a turnpike project constructed and maintained by the Texas Turnpike Authority or a controlled access highway as defined by Section 541.302 of the TEXAS TRANSPORTATION CODE or as it may be amended; or
- (5) a motor vehicle that has been reported abandoned to the Sheriff's Office by a garagekeeper, as set forth and provided in Section 683.031 of the TEXAS TRANSPORTATION CODE.

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*Garagekeeper* shall mean an owner or operator of a storage facility, set forth in Section 683.001(2) of Chapter 683, or as it may be amended.

*Sheriff's Office* shall mean Polk County Sheriff's Office.

*Motor Vehicle* shall mean a vehicle that is subject to registration under Chapter 501 of the TEXAS TRANSPORTATION CODE, or as it may be amended.

*Storage Facility* shall mean a garage, parking lot, or establishment of the servicing, repairing, and parking of motor vehicles, as set forth in Section 683.001(7) of Chapter 683 or as it may be amended.

### SECTION 3: DUTIES OF THE SHERIFF'S OFFICE

(A) The Sheriff's Office shall determine that an automobile is "abandoned" as defined in Chapter 683 or as it may be amended.

(B) The Sheriff's Office shall verify for Texas Auto Title whether a vehicle is reported stolen and maintain records in their office for two years.

(C) The Sheriff's Office shall provide to each garagekeepers within the County a copy of the list below policies, which sets out certain obligations the Sheriff's Office shall require of a garagekeeper to perform, as follows:

- (1) Garagekeepers who hold, store, or possess a motor vehicle that is deemed to be abandoned, as set forth in Sec. 683.031 of Chapter 683, shall notify Texas Auto Title, with copy to the Sheriff's Office. Notice to Texas Auto Title shall be sent to:  
Texas Auto Title & Registration Consultants, Inc.  
P.O. Box 18717  
Corpus Christ, Texas 78480-8717
- (2) Garagekeepers shall pay the \$10.00 notification/reporting fee directly to Texas Auto Title.
- (3) All abandoned motor vehicles reported to the Sheriff's Office shall be considered to be in the custody of the Sheriff's Office whether the abandoned motor vehicle is stored at the garagekeeper's storage facility or removed by the Sheriff's Office in accordance with the provisions of Chapter 683.

(D) A motor vehicle abandoned someplace other than at a garagekeeper's facility, the Sheriff's Office shall notify Texas Auto Title within 24 hours after the Sheriff's Office has taken custody of such abandoned motor vehicle.

(E) If the Sheriff's Office hires, employs or otherwise contracts with any party to tow, preserve and store an abandoned vehicle (the "Wrecker Service"), the Sheriff's Office shall provide to Texas Auto Title the name, address and telephone number of such Wrecker Service, and the Sheriff's Office shall advise the Wrecker Service to contact Texas Auto Title to administer all of the procedures required by Chapter 683. Any contract, agreement, or document of hire between the Sheriff's Office and the Wrecker Service shall protect Texas Auto Title's rights and interests under this agreement, as an

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intended third party beneficiary.

#### SECTION 4: DUTIES OF TEXAS AUTO TITLE

(A) Texas Auto Title shall provide such notice as is required by Chapter 683 to the last known registered owner of the motor vehicle and all lienholders of record.

(B) If the abandoned motor vehicle is not reclaimed before or on the date stated in the notice as the last day to reclaim, Texas Auto Title shall sell the vehicle at a public auction. Proper notice of the public auction shall be given and the garagekeeper shall also be notified of the time and place of the auction.

(C) Any remaining proceeds after reimbursement of expenses of the auction, preservation, the cost of towing and storing the vehicle, and all notice and publication costs shall be deposited in an escrow fund to be maintained for 90 days for the owner or lienholder(s) to claim. Calculations of amounts placed in escrow shall be made and done on a vehicle by vehicle basis. Texas Auto Title shall be paid fifteen percent (15%) of the proceeds placed into this fund that are ultimately distributed to any other agency, County, garagekeeper, or other entity, as compensation for administering such fund.

#### SECTION 5: FEES TO TEXAS AUTO TITLE

(A) Texas Auto Title shall be entitled to charge and collect fees in the following amounts:

- (1) For each abandoned motor vehicle reported by a garagekeeper, a notification, administration, and auction fee of \$ 100.
- (2) For each abandoned motor vehicle stored in the Sheriff's Office's impound yard and processed for the Sheriff's Office by Texas Auto Title, a fee equal to fifteen percent (15%) of the gross sales auction price
- (3) In addition, Texas Auto Title shall receive from the auction proceeds two percent (2%) of the gross proceeds of the sale of each abandoned motor vehicle, unless the gross proceeds are less than ten dollars (\$10). If the gross proceeds are less than or equal to ten dollars (\$10), Texas Auto Title shall retain the amount generated, up and including ten dollars (\$10).
- (4) Texas Auto Title reserves the right to charge a Buyer's Premium to the successful buyer at the time of auction.

(B) The auction sales proceeds for each abandoned motor vehicle sold shall be distributed in the following order:

- (1) Texas Auto Title shall be entitled to all fees owed to Texas Auto Title.
- (2) Sheriff's Office shall be entitled any towing, storage, and notification fees owed to the Sheriff's Office.
- (3) Garagekeeper shall be entitled any towing, storage, and notification fees to the garagekeeper.
- (4) All remaining proceeds shall be deposited in an escrow fund to be maintained for ninety

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(90) days for the owner or lienholder(s) to claim.

(C) Any abandoned motor vehicle not sold at the public auction shall be considered sold to garagekeeper for the towing, storage, and notification fees owed to the garagekeeper. A "not sold" vehicle is one for which the auctioneer announced as available, offered for sale, attempted to solicit bids, but did not sell because the minimum bid was not offered and/or accepted, for whatever, and any reason. In such an event, the garagekeeper shall owe Texas Auto Title any notification, administration, or auction fees.

(D) Texas Auto Title shall look solely to the proceeds from the auction sale revenue for payment of all the aforementioned fees. In no event shall the County be liable to Texas Auto Title for any fees, if the auction sale revenue is not sufficient to cover its fees.

#### SECTION 6: AUTHORIZATION

The County hereby authorizes Texas Auto Title to execute in its stead the (i) notices to owners and lien holders and (ii) the Auction Sales Receipt provided for in provisions of Chapter 683.

#### SECTION 7: PROPERTY OF TEXAS AUTO TITLE

Any and all buyers and customer lists composed, generated, or used by Texas Auto Title are and shall remain the property of Texas Auto Title. The County agrees that at the conclusion of the term of this Agreement that the County will not use or employ said buyers and customer lists for any purpose related to the auctioning or disposing of abandoned motor vehicles. The County further agrees that the County will not disseminate or divulge said buyers and customer lists to any third party or entity during the term of this Agreement or following the expiration of this Agreement.

#### SECTION 8: TERM OF AGREEMENT

This Agreement shall commence on \_\_\_\_\_, 200\_\_, and shall continue in force and effect for a period of two years thereafter, unless terminated earlier by either party for cause upon thirty (30) days written notice of intent to terminate.

#### SECTION 9: LIABILITY

Texas Auto Title is an independent contractor and is not an employee or servant of the County.

#### SECTION 10: INDEMNIFICATION OF THE COUNTY BY TEXAS AUTO TITLE

Texas Auto Title agrees to Defend, Indemnify and Hold Harmless the County from any and all suits, actions, damages, losses, claims, costs, penalties, liabilities and expenses, including but not limited to court costs and attorneys' fees, asserted against the County, its employees or agents, arising from or incurred because of or with respect to the willful violation or neglect by Texas Auto Title, its employees or agents of the notification and auction procedures set forth in the Act, or negligence on the part of Texas Auto Title, its servants, agents and employees. Such indemnification shall not be applicable if the County, its insurer(s), counsel, or agents do not allow Texas Auto Title to



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select and retain legal counsel of its choice, or handle the litigation, processing, and settlement of any case as it alone deems appropriate.

#### SECTION 11: ACCESS TO RECORDS

The County, upon reasonable notice and during normal business hours, is hereby granted access to review any books, account, and records kept by Texas Auto Title pertaining to the performance of Texas Auto Title's duties under this Agreement.

#### SECTION 12: SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement.

#### SECTION 13: ASSIGNMENT

This Agreement may not be assigned by any party.

#### SECTION 14: BINDING EFFECT

Subject to the provisions of Section 13, of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. The provision of Section 12, shall apply, notwithstanding the foregoing.

#### SECTION 15: ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the matters covered hereby.

#### SECTION 16: AMENDMENT

This Agreement may be amended only by an instrument in writing, (subsequently dated) executed by the parties hereto, in the presence of a Notary Public.

#### SECTION 17: CAPTIONS

The section and paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

#### SECTION 18: GOVERNING LAW

This Agreement shall be construed and enforced in accordance with and governed by the law of the State of Texas. The parties hereto agree that this Agreement was entered into and is performable in Livingston, Texas.

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**SECTION 19: COUNTERPARTS**

This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

**SECTION 20: COMPLAINTS**

Complaints against auctioneer may be directed to:

Texas Office of Licensing and Regulation  
PO Box 12517 Austin Texas 78711  
512-463-6599

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Livingston, Texas as of the date and year first above written.

AGREED AND ACCEPTED:

Texas Auto Title & Registration Consultants Inc.

By: \_\_\_\_\_

COPY

County of Polk

By: \_\_\_\_\_

COPY