



# POLK COUNTY COMMISSIONERS COURT

February 12, 2008

10:00 A.M.

2008-016

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

Livingston, Texas

## NOTICE

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

### Agenda Topics

1. **CALL TO ORDER.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC HEARING ON CANCELLATION OF AGUILA VISTA SUBDIVISION AND CONSIDERATION OF RELATED ORDER.**

3. **RECEIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2007.**

4. **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.

5. **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

6. **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: January 8, 2008 (**Approve Corrected Minutes**) & January 22, 2008 (Regular Meeting).
- 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 OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES; (PCT 1) LOT 19, BLOCK 2, MEMORIAL POINT, CAUSE NO. T07-002; LOT 13, BLOCK 1, SECTION 1, NUGENT'S COVE, CAUSE NO. T05-046; LOTS 39 & 40, BLOCK 1, SECTION 2, NUGENT'S COVE, CAUSE NO. T05-060 (PCT. 2) LOT 553, SPORTSMAN'S RETREAT #7, CAUSE NO. T00-107; (PCT 3) TRACT 57, .250 ACRES, D. WILLIAMS SURVEY, ABSTRACT 754, CAUSE NO. T06-311.
- G. CONSIDER RENEWAL, BY ADDENDUM, OF INTERLOCAL AGREEMENT WITH THE CITY OF LIVINGSTON FOR THE CITY'S USE OF CERTAIN ELECTION EQUIPMENT AND SERVICES.
- H. CONSIDER COUNTY CLERK'S REQUEST FOR APPROVAL OF ~~ORDER OF~~ ELECTION FOR MARCH 2008, INCLUDING APPROVAL OF EARLY VOTING SCHEDULE AND VOTING LOCATIONS.
- I. CONSIDER COUNTY CLERK'S REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT WITH LEGGETT ISD FOR USE OF CERTAIN ELECTION EQUIPMENT AND SERVICES.
- J. CONSIDER COUNTY CLERK'S REQUEST FOR APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF ONALASKA FOR USE OF CERTAIN ELECTION EQUIPMENT AND SERVICES.
- K. RECEIVE AMENDED LETTER OF RESIGNATION FROM VETERANS SERVICE OFFICER.
- L. CONSIDER APPROVAL OF NON-FINANCIAL AGREEMENT RENEWING SERVICES WITH WORKFORCE SOLUTIONS DEEP EAST TEXAS.
- M. CONSIDER RESCINDING PREVIOUS COURT ACTION APPOINTING CONSTRUCTION MANAGER AT RISK FOR JAIL EXPANSION PROJECT.
- N. CONSIDER APPROVAL OF ORDER ESTABLISHING THE APPELLATE JUDICIAL SYSTEM FOR THE NINTH COURT OF APPEALS, SETTING RELATED \$5 COURT FEE FOR COUNTY COURT, COUNTY COURT AT LAW, PROBATE COURTS AND DISTRICT COURTS OF POLK COUNTY,

ESTABLISHING THE APPELLATE JUDICIAL FUND FOR COLLECTION OF SAID FEES AND DIRECTING THE MONTHLY FORWARDING OF SAID FEES TO THE NINTH COURT OF APPEALS, PURSUANT TO S.B.325 AMENDING GOVT'. CODE 22.2101.

- O. CONSIDER APPROVAL OF SERVICE AGREEMENT WITH LIQUID ENVIRONMENTAL SOLUTIONS FOR MAINTENANCE OF GREASE TRAP LOCATED AT 602 E. CHURCH, LIVINGSTON.
- P. RECEIVE COUNTY TREASURER'S REPORT FY2008 1<sup>ST</sup> QUARTER REPORT (OCT-DEC '07).
- ~~Q.~~ Q. CONSIDER APPROVAL OF PERSONNEL MANAGEMENT SYSTEM UPDATE.
- R. RECEIVE POLK COUNTY HISTORICAL COMMISSION'S ANNUAL REPORT FOR 2007.

- 7. RECEIVE COURT APPOINTED COMMITTEE'S REVIEW AND SCORING OF PROPOSALS AND RECOMMENDATION FOR DESIGNATION OF CONSTRUCTION MANAGER AT RISK FOR JUDICIAL CENTER PROJECT, TO INCLUDE AUTHORIZATION FOR NEGOTIATION AND EXECUTION OF CONTRACT.
- 8. CONSIDER ANY/ALL ACTION REGARDING BID #2008-13; "PURCHASE OF ONE (1) NEW PICKUP TRUCK-ROAD & BRIDGE PCT. 2".
- 9. CONSIDER ANY/ALL ACTION REGARDING BID #2008-14; "PURCHASE OF TWO (2) NEW PICKUP TRUCKS-ROAD & BRIDGE, PCT. 4".
- 10. CONSIDER ANY/ALL ACTION REGARDING BID #2008-15; "PURCHASE OF ONE (1) FORD F-550 OR KODIAK 4500 TRUCK CHASSIS-HOLIDAY LAKE ESTATES VFD".
- 11. CONSIDER ANY/ALL ACTION REGARDING BID #2008-16; PURCHASE OF ONE (1) 400 GALLON CUSTOMIZED FLAT BED BRUSH (FIRE) TRUCK-HOLIDAY LAKE ESTATES VFD".
- 12. CONSIDER ANY/ALL ACTION REGARDING BID #2008-17; "PCT 1 PURCHASE OF ONE (1) USED 84" VIBRATOR COMPACTOR ROLLER WITH SHELL KIT AND PUSH BLADE".
- 13. CONSIDER ANY/ALL ACTION REGARDING BID #2008-18; "PURCHASE OF ONE (1) NEW VEHICLE-DISTRICT ATTORNEY INVESTIGATOR UNIT".
- 14. RATIFY PREVIOUS ACTION RELATING TO COUNTY IMPROVEMENT OF SUBDIVISION ROADS IN BIG THICKET LAKE ESTATES AND ASSESSMENT OF COSTS BY ENTERING SUBJECT ROAD NAMES INTO RECORD.
- 15. CONSIDER ASSIGNMENT OF PROFESSIONAL SERVICES (GEOTECHNICAL AND SURVEY) FOR JUDICIAL CENTER PROJECT AND AUTHORIZE COUNTY JUDGE TO EXECUTE STANDARD AIA AGREEMENT FOR SAID SERVICES, BASED ON RECOMMENDATION OF ARCHITECT.
- 16. CONSIDER REQUEST FROM BURKE CENTER TO APPROVE RESOLUTION ENDORSING FUNDING REQUEST TO THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO CREATE AN EMERGENCY PSYCHIATRIC SERVICE FOR THE DETCOG REGION AND PLEDGING PRO-RATA SHARE OF ANNUAL OPERATING FUNDS IN THE AMOUNT OF \$18,252.00 FROM POLK COUNTY.

**ADJOURN**

By: John P. Thompson, County Judge



**Posted: Thursday, February 7, 2008**

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 during normal business hours on Thursday, February 7, 2008 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)).

BARBARA MIDDLETON, COUNTY CLERK

BY: Schelana Walker (Deputy)

FILED FOR RECORD  
2008 FEB -7 PM 2: 58

  
POLK COUNTY CLERK



February 12, 2008  
Regular Session - 10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas  
County Courthouse, 3rd floor  
Livingston, Texas

ADDENDUM to Posting # 2008-016

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 February 12, 2008 at 10:00 A.M.

AMEND TO ADD:

- 17. CONSIDER ACCEPTANCE OF DEDICATION OF ROAD & RIGHT-OF-WAY AS FILED WITH FINAL PLAT OF INDIAN HILLS #2 SUBDIVISION, RECEIVE COMMISSIONER'S STATEMENT OF MINIMUM ROAD STANDARD AND CONSIDER APPROVAL OF RELATED ORDER ACCEPTING MOON MIST AND GREENBRIAR DR. AS COUNTY ROADS, PRECINCT #1, UPDATING COUNTY MASTER STREET ADDRESS GUIDE ACCORDINGLY.
- 18. DISCUSS AND CONSIDER ACTION REGARDING PARTICIPATION IN THE CERTIFIED RETIREMENT COMMUNITY PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF AGRICULTURE.

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

Dated: Friday, February 8, 2008

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 in the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Friday, February 8, 2008 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).

BARBARA MIDDLETON, COUNTY CLERK

BY Schelana Walker, Deputy

FILED FOR RECORD

2008 FEB -8 PM 3: 18

POLK COUNTY CLERK

**COMMISSIONER'S COURT  
AGENDA POSTING #2008 - 016**

BE IT REMEMBERED ON THIS THE 12th DAY OF FEBRUARY, 2008  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED  
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.  
BOB WILLIS - COMMISSIONER PCT#1, RONNIE VINCENT - COMMISSIONER PCT #2,  
C.T. "TOMMY" OVERSTREET COMMISSIONER PCT #4, BARBARA MIDDLETON,  
COUNTY CLERK & RAY STELLY, COUNTY AUDITOR, THE FOLLOWING AGENDA  
ITEMS, ORDERS AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
  - INVOCATION BY REV. HOWARD DANIEL JR. PASTOR OF CHESSWOOD BAPTIST CHURCH.
  - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY (ret) COL. HOWARD DANIEL, JR.

2. **PUBLIC HEARING**

JUDGE THOMPSON OPENED THE PUBLIC HEARING AT **10:03 AM**, ON THE  
**CANCELLATION OF AGUILA VISTA SUBDIVISION, IN PRECINCT #2, AND**  
**CONSIDERATION OF A RELATED "ORDER."**

**PUBLIC COMMENTS & DISCUSSION - NONE**

JUDGE THOMPSON CLOSED THE PUBLIC HEARING.

**MOTION:**

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE  
THE "ORDER OF CANCELLATION OF AGUILA VISTA SUBDIVISION," LOCATED  
IN PRECINCT #2.

ALL VOTING YES.

(SEE ATTACHED)

3. **RECEIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2007**

ROBERT BELT WITH SANDERSON, KNOX, & BELT, PRESENTED THE ANNUAL  
FINANCIAL REPORT FOR (2007) FISCAL YEAR AUDIT. HE THANKED THE COUNTY  
AUDITOR, RAY STELLY FOR A GREAT JOB WITH THE COUNTY'S FINANCIAL  
RECORDS WHICH MADE THE TASK MUCH EASIER THAN PREVIOUS YEARS.

**MOTION:**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT,  
APPROVAL TO RECEIVE THE ANNUAL AUDIT FY-2007 FROM SANDERSON,  
KNOX & BELT, L.L.C.

ALL VOTING YES.

18. LINDA PARKER, CE&D, FROM THE OFFICE OF COMMISSIONER TODD STAPLES,  
TEXAS DEPARTMENT OF AGRICULTURE, GAVE A PRESENTATION REGARDING  
PARTICIPATION IN THE CERTIFIED RETIREMENT COMMUNITY PROGRAM.  
THE PROGRAM IS DESIGNED TO DRAW MORE ACTIVE RETIREES TO TEXAS  
FOR RURAL ECONOMIC DEVELOPMENT. THE GROUP IS LOOKING FOR A  
FIVE YEAR COMMITMENT FOR THE COUNTY TO BECOME A PART IN ITS  
MARKETING EFFORTS.

4. **PUBLIC COMMENTS:**

- A. DEBBIE HARLOW ADDRESSED THE COURT ON BEHALF OF THE NEWLY FORMED POLK COUNTY SUBDIVISION DIRECTORS ASSOCIATION, A GROUP COMPRISED OF LEADERS FROM PROPERTY OWNERS ASSOCIATIONS IN POLK COUNTY. SHE EXPRESSED THE GROUP'S DEEP CONCERN ABOUT THE COUNTY'S PLAN TO TEAR DOWN THE CURRENT ANIMAL SHELTER AS PART OF THE NEW JAIL EXPANSION PROJECT.
- B. DENESE ANDERSON, BIG THICKET LAKE ESTATES SPOKE ABOUT THE FUNDING FOR ROAD IMPROVEMENTS IN THEIR SUBDIVISION.

5. **INFORMATIONAL REPORTS:**

- A. BYRON LYONS, CHIEF DEPUTY SHERIFF'S DEPARTMENT REPORTED ON THE JANUARY ACTIVITY REPORT FOR THE SHERIFF'S DEPT & JAIL.
- B. RAY STELLY, COUNTY AUDITOR THANKED ROBERT BELT FOR COMPLETING THE AUDIT FOR 2007 AND INFORMED THE COURT THAT HE WOULD POST THE COMPLETE REPORT ON THE COUNTY WEBSITE TODAY.
- C. JEANETTE MONTGOMERY, HUMAN RESOURCES DEPT. GAVE A REPORT THAT SIX JOB POSITIONS ARE CURRENTLY POSTED. SHE IS WORKING ON COMPLETING THE NEW PERSONNEL MANAGEMENT BOOK I, AND SHOULD BE AVAILABLE IN A MONTH. SHE SAID THE COMP TIME & OVERTIME HOURS, PREVIOUSLY REPORTED ARE DECREASING AT THIS TIME.
- D. BARBARA MIDDLETON, COUNTY CLERK REPORTED EARLY VOTING FOR THE REPUBLICAN & DEMOCRATIC PRIMARIES IS BEGINNING FEBRUARY 19th AND CONTINUES THROUGH FEBRUARY 29th. SHE HAS THE SCHEDULE ON TODAY'S COURT AGENDA FOR APPROVAL.
- E. NOLA RENEAU, TREASURER REPORTED THAT AN ABBREVIATED VERSION OF THE TREASURER'S REPORT WILL BE POSTED TODAY ON THE COUNTY WEBSITE.
- F. COMMISSIONER WILLIS WISHED A HAPPY 100th BIRTHDAY TO GOLDIE DUKE OF GOODRICH.

6. **CONSENT AGENDA:**

JUDGE THOMPSON NOTED THAT **ITEM D** (WILL INCLUDE AN ADDENDUM) **ITEM H** WILL NOT INCLUDE AN ORDER, AND TO **DELETE ITEM Q.** ALL OTHER ITEMS REMAIN THE SAME.

**MOTION:**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE ALL **ITEMS A THROUGH R**, DELETING **ITEM Q**, OF THE CONSENT AGENDA.  
ALL VOTING YES.

- A. APPROVE MINUTES OF PREVIOUS MEETINGS, JANUARY 8, 2008 (CORRECTED MINUTES) AND JANUARY 22, 2008 (REGULAR MEETING).
- B. APPROVE BUDGET REVISIONS #2008-08, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVE BUDGET AMENDMENTS #2007-28(a) AND # 2008-08(a) AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL AND PAYMENT OF BILLS BY SCHEDULE, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
1/16/08	825,000.00	ACH 134
1/18/08	432,670.00	ACH 135
1/18/08	2,620.07	209206 - 209219
1/22/08	7,036.20	209220 - 209232
1/22/08	98.98	209233 - 209234
1/22/08	600.00	209235 - 209240
1/23/08	76,614.00	ACH 136
1/23/08	150,000.00	ACH 137
1/24/08	2,859.50	ACH 138
1/24/08	44,061.48	ACH 139

1/24/08	10,304.78	ACH 140
1/24/08	30,378.57	ACH 141
1/24/08	260,501.96	ACH 142
1/24/08	3,070.48	ACH 143
1/24/08	3,313.95	209241 - 209246
1/25/08	350,000.00	ACH 144
1/25/08	4,758.69	ACH 145
1/25/08	9,542.59	209247 - 209269
1/25/08	9,303.65	209270 - 209275
1/25/08	150,696.77	209276
DATE	AMOUNT	CHECK #
1/28/08	117,700.50	ACH 146
1/28/08	259.10	209277
1/28/08	1,116.00	209278
1/30/08	605,000.00	ACH 147
1/30/08	152,228.80	ACH 148
1/30/08	19,720.20	209279
1/30/08	416,998.00	209280 - 209290
1/30/08	64,820.00	ACH 149
1/31/08	441.75	ACH 150
1/31/08	3,000,000.00	ACH 151 (TEXPOOL INVESTMENTS)
2/01/08	775,000.00	ACH 152
2/01/08	30,640.33	209291 - 209312
2/01/08	14,647.42	209313 - 209318
2/01/08	10,400.00	209319 - 209323
2/05/08	362,711.91	209324 - 209482
2/05/08	1,954.61	209483
02/12/08	(To appear on future schedule)	\$ 98,950.00
<b>TOTAL</b>	<b>\$ 7,947,140.29</b>	

E. APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST. (SEE ATTACHED)

F. APPROVAL TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES;

**PCT #1**

LOT 19, BLOCK 2, OF MEMORIAL POINT, CAUSE NO. T07-002;

LOT 13, BLOCK 1, SECTION 1, OF NUGENT'S COVE, CAUSE NO. T05-046;

LOTS 39 & 40, BLOCK 1, SECTION 2, OF NUGENT'S COVE, CAUSE NO. T05-060.

**PCT #2**

LOT 553, OF SPORTSMAN'S RETREAT #7, CAUSE NO. T00-107,.

**PCT #3**

TRACT 57, .250ACRES, IN D. WILLIAMS SURVEY, ABSTRACT 754, CAUSE NO. T06-344.

G. APPROVE RENEWAL, BY ADDENDUM, OF INTERLOCAL AGREEMENT WITH THE CITY OF LIVINGSTON FOR THE CITY'S USE OF CERTAIN ELECTION EQUIPMENT & SERVICES. (SEE ATTACHED)

H. APPROVAL OF EARLY VOTING SCHEDULE AND VOTING LOCATIONS FOR THE REPUBLICAN & DEMOCRATIC PRIMARY ELECTIONS. (SEE ATTACHED)

I. APPROVE INTERLOCAL AGREEMENT WITH LEGGETT I.S.D. FOR USE OF CERTAIN ELECTION EQUIPMENT & SERVICES. (SEE ATTACHED)

J. APPROVE OF INTERLOCAL AGREEMENT WITH THE CITY OF ONALASKA FOR USE OF CERTAIN ELECTION EQUIPMENT & SERVICES. (SEE ATTACHED)

K. RECEIVE AMENDED LETTER OF RESIGNATION FROM VETERANS SERVICE OFFICER, RALPH DUNN. (SEE ATTACHED)

L. APPROVE NON-FINANCIAL AGREEMENT RENEWING SERVICES WITH WORKFORCE SOLUTIONS DEEP EAST TEXAS.

- M. APPROVE RESCINDING PREVIOUS COURT ACTION APPOINTING CONSTRUCTION MANAGER AT RISK FOR JAIL EXPANSION PROJECT.
- N. APPROVE "ORDER" ESTABLISHING THE APPELLATE JUDICIAL SYSTEM FOR THE NINTH COURT OF APPEALS, SETTING RELATED (\$5.00) COURT FEE FOR COUNTY COURT, COUNTY COURT AT LAW, PROBATE COURTS, AND DISTRICT COURTS OF POLK COUNTY, ESTABLISHING THE APPELLATE JUDICIAL FUND FOR COLLECTION OF SAID FEES AND DIRECTING THE MONTHLY FORWARDING OF SAID FEES TO THE NINTH COURT OF APPEALS, PURSUANT TO S.B. 325 AMENDING GOVN'T CODE § 22.2101. (SEE ATTACHED)
- O. APPROVE SERVICE AGREEMENT WITH LIQUID ENVIRONMENTAL SOLUTIONS FOR MAINTENANCE OF GREASE TRAP LOCATED AT 602 E. CHURCH, LIVINGSTON. (SEE ATTACHED)
- P. RECEIVE COUNTY TREASURER'S REPORT FY 2008 - 1st QUARTER REPORT OF 2008, (OCT - DEC '07). (SEE ATTACHED)
- Q. DELETED. (APPROVAL OF POLICY & PROCEDURE UPDATE)
- R. RECEIVE POLK COUNTY HISTORICAL COMMISSION'S ANNUAL REPORT FOR 2007. (SEE ATTACHED)
7. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO SELECT J.E. KINGHAM CONSTRUCTION CO. AS CONSTRUCTION MANAGER AT RISK FOR THE JUDICIAL CENTER PROJECT, TO INCLUDE AUTHORIZATION FOR JUDGE JOHN P. THOMPSON, TO NEGOTIATE AND EXECUTE CONTRACT TO BE AWARDED AT NEXT MEETING.  
ALL VOTING YES. (SEE ATTACHED)
8. **BID #2008-13**  
MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO AWARD BID TO CLIFTON CHEVROLET OF CORRIGAN, TEXAS FOR THE PURCHASE OF ONE (1) NEW PICK-UP TRUCK, IN THE AMOUNT OF \$24,085.10, FOR PRECINCT #2. COMMISSIONER VINCENT TO PAY FOR THE TRUCK OUT OF ROAD & BRIDGE, PCT #2 OPERATING ACCOUNT.  
ALL VOTING YES.
9. **BID #2008-14**  
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO AWARD BID TO CLIFTON CHEVROLET OF CORRIGAN, TEXAS FOR THE PURCHASE OF TWO (2) NEW PICK-UP TRUCKS, IN THE AMOUNT OF \$24,085.10 & \$26,178.50, FOR PRECINCT #4. COMMISSIONER OVERSTREET TO PAY FOR THE TRUCKS FROM ROAD & BRIDGE, PCT #4 OPERATING ACCOUNT.  
ALL VOTING YES.
10. **BID #2008-15**  
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO AWARD BID TO JASPER FORD MERCURY OF JASPER, TEXAS, FOR THE PURCHASE OF ONE (1) NEW FORD F-550 TRUCK CHASSIS FOR HOLIDAY LAKE ESTATES VOLUNTEER FIRE DEPARTMENT, IN THE AMOUNT OF \$27,697.00, AS RECOMMENDED BY KENNETH HAMBRICK, EMERGENCY MANAGEMENT DEPT.  
ALL VOTING YES.
11. **BID #2008-16**  
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO AWARD BID TO WESTEX WELDING CO. TO COMPLETE OPTIONS ON THE FLAT BED ASSEMBLY FOR THE TRUCK, AT A COST OF \$37,854.00 (PER SPECIFICATIONS). THE TEXAS FOREST SERVICE WILL REMBURSE THE FIRE DEPARTMENT \$54,000.00, WHEN THE BRUSH FIRE TRUCK IS COMPLETED. THE TRUCK FOR HOLIDAY LAKE ESTATES VOLUNTEER FIRE DEPARTMENT IS THE FINAL TRUCK OF (11) VFD's BRUSH TRUCKS PREVIOUSLY ORDERED.  
ALL VOTING YES.

12. **BID #2008-17**

MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO REJECT ALL BIDS AND RE-ADVERTISE FOR THE PURCHASE OF ONE (1) USED 84 - VIBRATOR COMPACTOR ROLLER WITH SHELL KIT & PUSH BLADE, FOR PRECINCT #1.  
ALL VOTING YES.

13. **BID #2008-18**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO AWARD BID TO BOUNDS AUTOPLEX, OF LIVINGSTON TEXAS, FOR THE PURCHASE OF ONE (1) NEW DODGE CHARGER FOR THE DISTRICT ATTORNEY'S INVESTIGATOR, IN THE AMOUNT OF \$ 24,624.60, TO BE FUNDED BY GENERAL FUND BALANCE & INCLUDED ON A FUTURE REIMBURSEMENT RESOLUTION.  
ALL VOTING YES.

14. **COMMISSIONER OVERSTREET READ THE FOLLOWING STATEMENT, CONCERNING THE REQUEST TO RATIFY PREVIOUS COURT ACTION PERTAINING TO ROAD IMPROVEMENTS OF BIG THICKET LAKE ESTATES SUBDIVISION ROADS;**

**"FINDING THAT SUCH IMPROVEMENTS ARE NECESSARY FOR THE HEALTH, SAFETY, & WELFARE OF RESIDENTS OF THE COUNTY, WE PROPOSE IMPROVING THE FOLLOWING ROADS IN BIG THICKET LAKE ESTATES,"**

**LC HERSEHAP LANE  
ALMON WINFREY DRIVE  
BEAR TRACK TRAIL  
CHARLES KEYES LANE  
BIG FOOT WALLACE TRAIL  
STORY DRIVE  
LAMBRIGET LANE  
LEONNA LANE  
JOSEPHINE ROAD  
DEVEREAUX TRAIL  
LAKE ROAD  
TONDA TRAIL  
ROYCE LANE  
FORGIVNESS DRIVE  
GARRETT ROAD.**

**MOTION**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL TO RATIFY PREVIOUS ACTION RELATING TO COUNTY IMPROVEMENTS OF BIG THICKET LAKE ESTATES SUBDIVISION ROADS & ASSESSMENT OF COSTS, \$551,000.00, (\$180.00 PER LOT) BY ENTERING SUBJECT ROAD NAMES INTO THE RECORD.  
ALL VOTING YES.

15. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE ASSIGNMENT OF PROFESSIONAL SERVICES BY, TERRRAACON CONSULTANTS FOR GEOTECHNICAL & COOK LAND SURVEYING ENT. FOR SURVEYING THE JUDICIAL CENTER PROJECT AND AUTHORIZE COUNTY JUDGE JOHN THOMPSON TO EXECUTE STANDARD AIA AGREEMENT FOR SAID SERVICES, BASED ON THE RECOMMENDATION OF THE ARCHITECT.

ALL VOTING YES. (SEE ATTACHED)



16. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE BURKE CENTER "RESOLUTION" ENDORSING FUNDING REQUEST TO TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO CREATE AN EMERGENCY PSYCHIATRIC SERVICE FOR THE DETCOG REGION AND PLEDGING PRO-RATA SHARE OF ANNUAL OPERATING FUNDS IN THE AMOUNT OF \$18,252.00 FROM POLK COUNTY.  
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE ACCEPTANCE OF DEDICATION OF ROAD & RIGHT-OF-WAY AS FILED WITH FINAL PLAT OF INDIAN HILLS #2 SUBDIVISION, RECEIVE COMMISSIONER'S STATEMENT OF MINIMUM ROAD STANDARD AND APPROVE RELATED ORDER ACCEPTING MOON MIST & GREENBRIAR DRIVE AS COUNTY ROADS, IN PRECINCT #1, UPDATING COUNTY MASTER STREET ADDRESS GUIDE (MSAG) ACCORDINGLY.  
ALL VOTING YES. (SEE ATTACHED)

**ADJOURN:**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 12th DAY OF FEBRUARY, 2008 AT 10:49 A.M.  
ALL VOTING YES.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:  
  
BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2007\FEB 12.2008.wpd

#2  
VOL.

54 PAGE 278

COPY

STATE OF TEXAS

COUNTY OF POLK



### ORDER OF CANCELLATION OF AGUILA VISTA SUBDIVISION

**Whereas**, on October 25, 2005, the Commissioners Court of Polk County, Texas, approved the final plat of Aguila Vista Subdivision, located in the unincorporated area of Precinct 2, Polk County, Texas; and

Whereas, the plat of Aguila Vista Subdivision was duly recorded at Volume 12, Page(s) 5, Real Property Records of Polk County, Texas; and

Whereas, Michael Schueppert and Janie Schueppert, the person(s) owning all of the real property in Aguila Vista Subdivision has (have) applied to the Polk County Commissioners Court for authorization to file an instrument canceling the Aguila Vista Subdivision in its entirety; now

Therefore, the Commissioners Court of Polk County, Texas does hereby adopt the following Findings and Order:

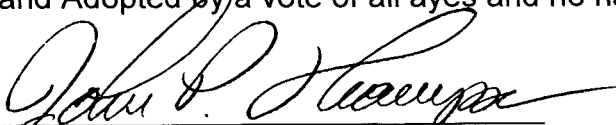
#### FINDINGS

1. Michael Schueppert and Janie Schueppert, the person(s) owning all of the real property in Aguila Vista Subdivision has (have) requested authorization to cancel the plat of said subdivision in its entirety;
2. Notice of the application for cancellation has been properly published as provided by law, and a copy of said notice is hereby incorporated herein by reference;
3. Cancellation of Aguila Vista Subdivision will not interfere with the established rights of any purchaser who owns any part of the subdivision and will not prevent the proposed interconnection of infrastructure to pending or existing development;

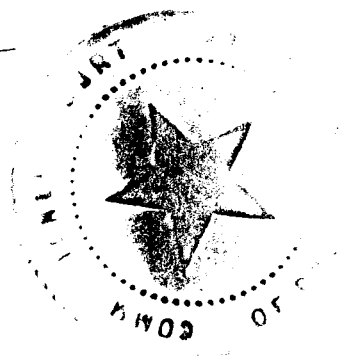
#### ORDER

Pursuant to Section 232.008, Local Government Code, Michael Schueppert and Janie Schueppert, the person(s) owning all of the real property in Aguila Vista Subdivision, is(are) hereby authorized to file an instrument canceling Aguila Vista Subdivision in its entirety.

Read and Adopted by a vote of all ayes and no nays, this 12<sup>th</sup> day of February, 2008.

  
\_\_\_\_\_  
County Judge, Polk County, Texas

Attest:  
  
\_\_\_\_\_  
County Clerk, Polk County, Texas



IR #5

## Polk County Sheriff's Office January 2008 Totals

Total Phone Calls Logged	19,778
Total Radio Calls Logged	22,033
Total Miles Patroled	78,843
Calls Dispatched to Field Deputies	1,289
Alarm Calls	86
Funeral Escorts	26
Number of Units Used on Funerals	65
Number of Hours Spent on Funerals	32
Total Offense Reports Filed	287
Total Mental Commitments	6
Total Sheriff's Office Sales	0
Total Traffic Warnings Served	61
Total Citations Issued	47
Total Bond Processed and/or Approved	140
Total Warrants Served	317
Total Mental Transports	27
Total Livestock Calls	45
Total Hours Spent on Mental Standby	27.5
Total Civil Papers Received	134
Total Civil Papers Served	108
Total Civil Papers Returned	30
Illegal Dumping	17
Juvenile Transports	9
Building Checks	766
Extra Patrols	1,208
Total Writs Served	5
Sex Offenders Registered	21

Sheriff's Monthly 911 Reports	3,741
-------------------------------	-------

Sheriff's Monthly Jail Reports	
--------------------------------	--

Total Inmates Booked In County Jail	267
Inmates Released	252
Total Females Booked-In	77
Total Males Booked-In	190
Daily Inmate Average	96.7
Average Book-Ins Per Day	8.61
Total Food Cost	\$9,687.34
Total Meals Served	8,993
Cost Per Meal	\$1.08
Total Inmates Transported to TDC	15
Total Inmates Transported to Boot Camp	0

\*

Total Inmates Transported to State Jail	8
Total Inmates Transported to SAPF	0
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	7
Total Inmates Days Housed Outside	667
Cost of Inmates Days Housed Outside	\$16,008.00

<b>Sheriff's Office Warrants Officers Report</b>	
--	--

Misdemeanors Served	139
Misdemeanors Recalled	99
Felonies Served	77
Felonies Recalled	2
Letters Mailed	130
Letters Mailed on other Agencies	38

6 (B)

Revisions  
AMENDMENT CHANGES BY FUND

# 2008-08

COPY

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	

*Ray Steelly*

*John P. Thompson*

02/06/2008 10:21:31

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CHK
2008 010-409-482	PROPERTY INSURANCE	02/06/2008	2K8R08	87,000.00	24,192.47	TRANSFER TO AUTO INS	SD
2008 010-409-490	AUTOMOBILE INSURAN	02/06/2008	2K8R08	96,150.00	24,192.47	TRANSFER FROM PROP INS	SD
EXP SUM. - GENERAL OPERATION			TOTAL AMENDMENTS	2	TOTAL CHANGES		
2008 015-623-456	PARTS & REPAIRS	02/06/2008	2K8R08	90,609.07	5,800.00	PURCHASE OF 91 DUMP TRUCK	SD
2008 015-623-571	ROAD MACHINERY/EQU	02/06/2008	2K8R08	.00	5,800.00	PURCHASE OF 91 DUMP TRUCK	SD
TOTAL AMENDMENTS			2	TOTAL CHANGES	.00		



Polk County  
 by: Stephanie Dale  
 Assistant Auditor

Budget Amendment  
 2K8A08  
 FY08

**COPY**

February 6, 2008

#2008-08

Fund Account	Account Name	Increase	Decrease	Comments	Budget	Budget
010-695-427 051-645-333	Travel/Training Raw Food	25.00	25.00	Breakfast for safety training Breakfast for safety training	5,000.00 50,035.20	4,975.00 50,060.20
010-511-427 051-645-333	Travel/Training Raw Food	35.00	35.00	Breakfast for safety training Breakfast for safety training	2,380.00 50,060.20	2,345.00 50,095.20
015-623-571	Raad Machinery/Equip	619,400.00		Certification of items sold	5,800.00	625,200.00
090-560-499	Sheriff Acct	5,000.00		To purchase undercover transmitter	0.00	5,000.00
010-333-427 010-401-352	Ind: Def Video Con Grant Contingencies	8,537.66 8,537.66		Video Conf reimb Video Conf reimb	0.00 34,019.00	-8,537.66 42,556.66
010-330-488 010-401-488	Home Program Grant Home Investment program	44,982.00 44,982.00		grant funds state comp grant funds state comp	0.00 0.00	-44,982.00 44,982.00
010-330-488 010-401-488	Home Program Grant Home Investment Program	39,412.80 39,412.80		State Comptroller State Comptroller	-44,982.00 44,982.00	-84,394.80 84,394.80
051-370-700 051-645-454	Refunds Auto Repairs	699.33 699.33		Bounds Autoplex Refund Bounds Autoplex Refund	0.00 2,000.00	-699.33 2,699.33
010-342-569 010-560-393	Reimb Sheriff Dept Law Enforcement Supplies	1,059.00 1,059.00		Weekly rev Report 1/18/08 Weekly rev Report 1/18/08	-7,691.31 34,490.00	-8,750.31 35,549.00



Polk County  
 by: Stephanie Dale  
 Assistant Auditor

Budget Amendment  
 2K8A08  
 FY08

February 6, 2008

010-370-630	IHC Reimb	3,861.25		IHC Reimb	-13,000.00	-16,861.25
010-512-391	Medical Services	3,861.25		IHC Reimb	60,000.00	63,861.25
015-360-200	Misc Rev	11.50		AT&T Refund	0.00	-11.50
015-623-423	Mobile Ph/Pagers	11.50		AT&T Refund	5,600.00	5,611.50
051-360-150	Misc rev	220.00		Refund Next Day Gourmet	-30.50	-250.50
051-645-333	Raw Food	220.00		Refund Next Day Gourmet	50,035.20	50,255.20
015-360-200	Misc rev	1.00		Check made for wrong amt	0.00	-1.00
015-623-315	Office Supplies	1.00		Check made for wrong amt	14,000.00	14,001.00

6.(D.)

VOL. 54 PAGE 286

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
015	ROAD & BRIDGE ADM	700,000.00
061	DEBT SERVICE FUND	125,000.00
TOTAL OF ALL FUNDS		825,000.00

AC# 134

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

RAY STELLY

*Ray Stelly*

COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

\_\_\_\_\_

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	432,670.00
TOTAL OF ALL FUNDS	432,670.00

*Acct 135*

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

RAY STELLY

*Ray Stelly*

COUNTY AUDITOR

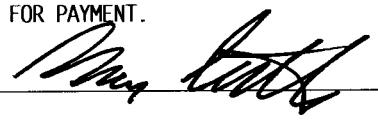
JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

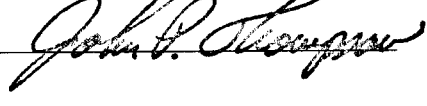
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,394.72
015	ROAD & BRIDGE ADM	225.35
TOTAL OF ALL FUNDS		2,620.07

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

RAY STELLY 

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

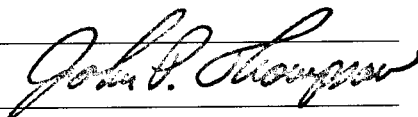
JOHN P. THOMPSON \_\_\_\_\_

COUNTY JUDGE 

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,500.00
015 ROAD & BRIDGE ADM	4,536.20
	-----
TOTAL OF ALL FUNDS	7,036.20

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	35.00
015	ROAD & BRIDGE ADM	63.98
	TOTAL OF ALL FUNDS	98.98

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

RAY STELLY



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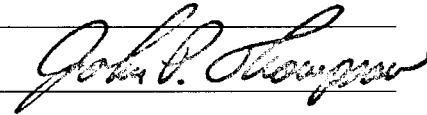
COUNTY AUDITOR

---

JOHN P. THOMPSON

---

COUNTY JUDGE



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FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	600.00
	-----
TOTAL OF ALL FUNDS	600.00

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

RAY STELLY

*Asst.*

COUNTY AUDITOR

*Margie K. Cincotta*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

*ACH 136*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	76,614.00
	-----
TOTAL OF ALL FUNDS	76,614.00

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

	RAY STELLY	
<i>Asst.</i>	COUNTY AUDITOR	<i>Chargie N. Steinwark</i>
	JOHN P. THOMPSON	
	COUNTY JUDGE	<i>John P. Thompson</i>



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	150,000.00
	-----
TOTAL OF ALL FUNDS	150,000.00

*ACIF 137*

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

*Asst*

RAY STELLY

COUNTY AUDITOR

*Karpi N. Alesowatz*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	2,080.37
185	CCAP - JUVENILE PROBATION	779.13
TOTAL OF ALL FUNDS		2,859.50

ACH 138

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

RAY STELLY  
 COUNTY AUDITOR *Raymond Ainsworth*  
 JOHN P. THOMPSON  
 COUNTY JUDGE *John P. Thompson*

*Asst.*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,968.06
015	ROAD & BRIDGE ADM	6,792.54
027	SECURITY	302.18
051	AGING	582.72
101	ADULT SUPERVISION	4,292.34
185	CCAP - JUVENILE PROBATION	2,123.64
TOTAL OF ALL FUNDS		44,061.48

AC 1139

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

RAY STELLY

*Asst.*

COUNTY AUDITOR

*Kargie N. Einowntz*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,008.68
015	ROAD & BRIDGE ADM	1,588.66
027	SECURITY	70.66
051	AGING	136.28
101	ADULT SUPERVISION	1,003.84
185	CCAP - JUVENILE PROBATION	496.66
TOTAL OF ALL FUNDS		10,304.78

ACT 1140

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

RAY STELLY

*Asst.*

COUNTY AUDITOR

*Margie N. Cincinatti*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	21,536.13
015	ROAD & BRIDGE ADM	4,029.84
027	SECURITY	137.21
051	AGING	216.13
101	ADULT SUPERVISION	2,986.22
185	CCAP - JUVENILE PROBATION	1,473.04
TOTAL OF ALL FUNDS		30,378.57

AC 1141

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

RAY STELLY  
 COUNTY AUDITOR Chargie Nainowat  
 JOHN P. THOMPSON  
 COUNTY JUDGE John P. Thompson

*Asst.*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	177,483.95
015	ROAD & BRIDGE ADM	40,879.12
027	SECURITY	1,882.05
051	AGING	3,792.73
101	ADULT SUPERVISION	24,293.30
185	CCAP - JUVENILE PROBATION	12,170.81
TOTAL OF ALL FUNDS		260,501.96

ACH 142

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

*Asst.*

RAY STELLY

COUNTY AUDITOR

*Margie K. Ainsworth*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,652.03
015 ROAD & BRIDGE ADM	418.45
	-----
TOTAL OF ALL FUNDS	3,070.48

*ACT 143*

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

RAY STELLY

*Asst.*

COUNTY AUDITOR

*Margie N. Cincinatti*

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,578.95
015	ROAD & BRIDGE ADM	675.00
027	SECURITY	60.00
TOTAL OF ALL FUNDS		3,313.95

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

*Asst*  
RAY STELLY  
COUNTY AUDITOR *Rargie N. Cincowat*  
JOHN P. THOMPSON  
COUNTY JUDGE *John P. Thompson*



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
015	ROAD & BRIDGE ADM	250,000.00
061	DEBT SERVICE FUND	100,000.00
	TOTAL OF ALL FUNDS	350,000.00

*AC 1/1 & 4*

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

RAY STELLY *Ray Stelly*

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

JOHN P. THOMPSON \_\_\_\_\_

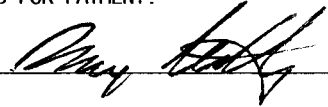
COUNTY JUDGE *John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	4,758.69
		-----
	TOTAL OF ALL FUNDS	4,758.69

AC 11/41

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

RAY STELLY



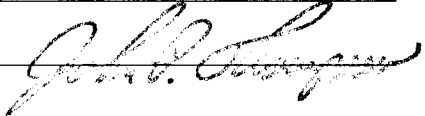
COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

\_\_\_\_\_

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8,570.43
015	ROAD & BRIDGE ADM	568.05
051	AGING	404.11
		-----
	TOTAL OF ALL FUNDS	9,542.59

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

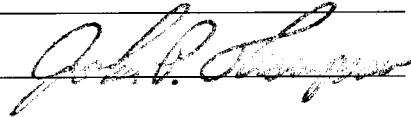
RAY STELLY

  
\_\_\_\_\_

COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

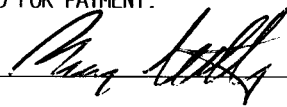
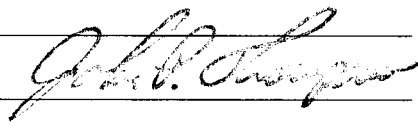
  
\_\_\_\_\_

COUNTY JUDGE

\_\_\_\_\_

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,880.02
015	ROAD & BRIDGE ADM	1,607.96
027	SECURITY	17.66
051	AGING	54.90
185	CCAP - JUVENILE PROBATION	743.11
TOTAL OF ALL FUNDS		9,303.65

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	117,323.48
015	ROAD & BRIDGE ADM	24,956.00
027	SECURITY	562.72
051	AGING	1,688.17
185	CCAP - JUVENILE PROBATION	6,166.40
TOTAL OF ALL FUNDS		150,696.77

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

RAY STELLY



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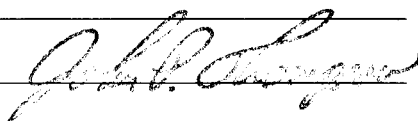
COUNTY AUDITOR

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JOHN P. THOMPSON

---

COUNTY JUDGE

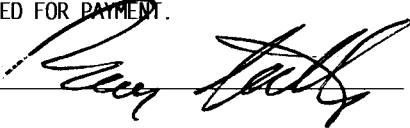
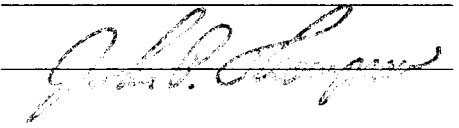


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FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	80,450.59
015	ROAD & BRIDGE ADM	17,657.01
027	SECURITY	596.41
051	AGING	1,504.01
101	ADULT SUPERVISION	11,965.42
185	CCAP - JUVENILE PROBATION	5,597.06
TOTAL OF ALL FUNDS		117,770.50

*ACH 14 b*

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

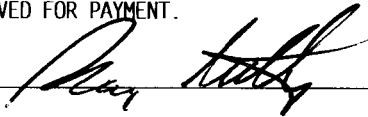
RAY STELLY   
COUNTY AUDITOR  
JOHN P. THOMPSON   
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	174.40
015 ROAD & BRIDGE ADM	84.70
	-----
TOTAL OF ALL FUNDS	259.10

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

RAY STELLY

  
\_\_\_\_\_

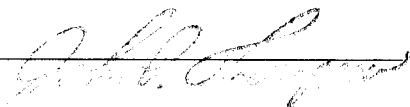
COUNTY AUDITOR

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JOHN P. THOMPSON

\_\_\_\_\_

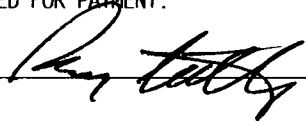
COUNTY JUDGE

  
\_\_\_\_\_

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,116.00
	TOTAL OF ALL FUNDS	----- 1,116.00

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

RAY STELLY

  
\_\_\_\_\_

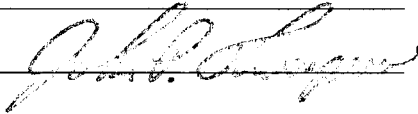
COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

\_\_\_\_\_

COUNTY JUDGE

  
\_\_\_\_\_



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	260,000.00
015 ROAD & BRIDGE ADM	215,000.00
061 DEBT SERVICE FUND	130,000.00
	-----
TOTAL OF ALL FUNDS	605,000.00

*ACH 147*

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

RAY STELLY

*Asst.*

COUNTY AUDITOR

*Orange Naisworth*

JOHN P. THOMPSON

COUNTY JUDGE

*J.P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,443.50
088	JUDICIARY FUND	125,785.30
TOTAL OF ALL FUNDS		152,228.80

*ACH 148*

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

RAY STELLY  
 ASST COUNTY AUDITOR *Chargie N. Ainsworth*  
 JOHN P. THOMPSON  
 COUNTY JUDGE *John P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
088 JUDICIARY FUND	19,720.20
	-----
TOTAL OF ALL FUNDS	19,720.20

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

*Asst*  
RAY STELLY  
COUNTY AUDITOR *Chargie Kleinmont*  
JOHN P. THOMPSON  
COUNTY JUDGE *J.P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	900.00
015	ROAD & BRIDGE ADM	416,098.00
	TOTAL OF ALL FUNDS	416,998.00

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

*Asst* RAY STELLY  
COUNTY AUDITOR *Margie N. Ainsworth*  
JOHN P. THOMPSON  
COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	64,820.00
	-----
TOTAL OF ALL FUNDS	64,820.00

*ACH 149*

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

*Asst.*  
 RAY STELLY  
 COUNTY AUDITOR *Orange Kleinowatz*  
 JOHN P. THOMPSON  
 COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	441.75
	TOTAL OF ALL FUNDS	441.75

*AC 1150*

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

*Asst.*

RAY STELLY

COUNTY AUDITOR

*Margie N. Kinowatz*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	3,000,000.00
	-----
TOTAL OF ALL FUNDS	3,000,000.00

*ACH 151*

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

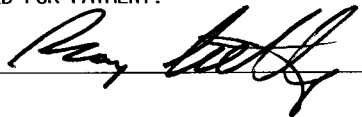
RAY STELLY  
 COUNTY AUDITOR *Chargie Naimowitz*  
 JOHN P. THOMPSON  
 COUNTY JUDGE *John P. Thompson*

*Asst.*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	175,000.00
015	ROAD & BRIDGE ADM	400,000.00
061	DEBT SERVICE FUND	200,000.00
	TOTAL OF ALL FUNDS	775,000.00

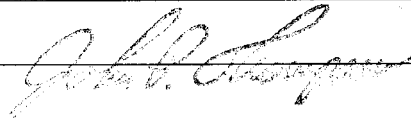
*ACIF 152*

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	28,452.02
013	JP JUSTICE COURT TECHNOLOGY	59.95
015	ROAD & BRIDGE ADM	1,624.64
051	AGING	503.72
TOTAL OF ALL FUNDS		30,640.33

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

RAY STELLY

*Ray Stelly* COUNTY AUDITOR

*Stephanie Dale*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14,431.42
051	AGING	216.00
TOTAL OF ALL FUNDS		14,647.42

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

*Asst*

RAY STELLY

COUNTY AUDITOR

*Margie W. Clum*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	10,400.00
	-----
TOTAL OF ALL FUNDS	10,400.00

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

*Assl.*

RAY STELLY

COUNTY AUDITOR

*Margie N. Cavanaugh*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	230,037.51
015	ROAD & BRIDGE ADM	120,032.20
020	CONSTRUCTION FUND	4,966.00
027	SECURITY	27.00
040	LAW LIBRARY FUND	1,064.92
051	AGING	2,148.33
088	JUDICIARY FUND	1,125.95
090	DRUG FORFEITURE FUND	3,310.00
TOTAL OF ALL FUNDS		362,711.91

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

RAY STELLY

*Asst.*

COUNTY AUDITOR

*Chargie N. Chiovato*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1.954.61
	-----
TOTAL OF ALL FUNDS	1.954.61

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

RAY STELLY  
*Asst* COUNTY AUDITOR *George N. [Signature]*

JOHN P. THOMPSON  
COUNTY JUDGE *[Signature]*

VOL. 54 PAGE 322

ADDENDUM  
SCHEDULE OF BILLS FOR  
FEBRUARY 12, 2008  
FY 2008

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
NETDATA	MAINTENANCE AGREEMENT	DATA PROCESS	010-503-452	\$ 98,850.00

*John W. [Signature]*

January 23, 2008 - February 12, 2008

6 (E)

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	MARK E. (JR) HERRIDGE	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/02 \$24,123.42	RESIGNATION EFFECTIVE 01/19/2008
(2)	JENNIFER LEA HALL	DISTRICT CLERK	106 COURT CLERK	REGULAR FULL-TIME	14/01 \$23,544.98	RESIGNATION EFFECTIVE 02/19/2008
(3)	KEVIN JAMISON MORGAN	MAINT. CUSTODIAL	803 CUSTODIAL/MAINTENANCE WORKER	REGULAR FULL-TIME	09/02 \$18,938.82	RESIGNATION EFFECTIVE 01/28/2008
(4)	TAMMY R. BABBS	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/01 \$11,321.15	RECLASSIFICATION TO #1043, TELECOMMUNICATIONS OP, REG F/T, 14/01, \$23,544.98 EFFECTIVE 02/13/2008
(5)	GARY GLENN FAULCONER	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/01 \$11,321.15	NEW HIRE EFFECTIVE 02/13/2008
(6)	MELISSA LYNN GATES	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/01 \$11,321.15	NEW HIRE EFFECTIVE 02/13/2008
(7)	ANTHONY D. BAILEY	R&B PCT. #4	113 ROAD & BRIDGE MAINTENANCE WORKER	REGULAR FULL-TIME	12/02 \$21,895.33	RESIGNATION EFFECTIVE 01/28/2008
(8)	MACEY NEAL GIBSON	R&B PCT. #4	113 ROAD & BRIDGE MAINTENANCE WORKER	REGULAR PART-TIME	12/01 \$10,281.15	RECLASSIFICATION TO #0113, R&B MAINT. WORKER, REG F/T, 12/01, \$21,381.15 EFFECTIVE 02/13/2008
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						



# City of Livingston, Texas

A Texas Main Street City Since 2005

200 West Church Street, Livingston, Texas 77351-3281

Telephone: (936) 327-4311 Fax: (936) 327-7608

www.cityoflivingston-tx.com

February 12, 2008

Hon. John P. Thompson  
Polk County Judge  
Polk County Courthouse  
101 West Church Street  
Livingston, Texas 77351

Re: Interlocal Agreement Between the City of  
Livingston, Texas and the County of Polk  
(Election for Mayor and Two Aldermen, Called  
for May 10, 2008)

Dear Judge Thompson:

Pursuant to Paragraph 5 (Term) of the Interlocal Agreement executed on February 12, 2007, and as approved by the City Council of the City of Livingston in a duly called public meeting held on February 12, 2008, the City of Livingston proposes renewal of the Agreement for purposes of conducting the City Election now called for May 10, 2008.

As renewed, the terms of the Agreement provide that reservation of equipment, designation of supplies, request for personnel, designation of ballots and services described to be provided by the Polk County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election, or by March 14, 2008. The City requests that the date be extended to March 20, 2008.

Thank you for your kind consideration.

Sincerely,

**CITY OF LIVINGSTON, TEXAS**

Ben R. Ogletree, Jr., Mayor

**APPROVED ON BEHALF OF POLK COUNTY**

By: 

JOHN P. THOMPSON, County Judge

Date: 2/12/08

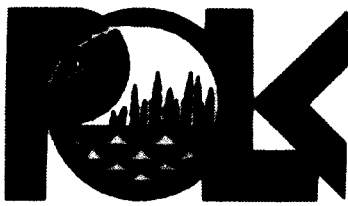
Ben R. Ogletree, Jr., Mayor

Marilyn Sutton, City Manager

Ellie Monteaux, City Secretary

Council Members: Gene Bush, Clarke Evans, E. Ray Hill, Judy Cochran, Raymond Luna





POLK COUNTY, TEXAS

**Barbara Middleton  
Polk County Clerk**

P.O. Drawer 2119  
Livingston, Texas 77351  
Telephone (936) 327-6805 - Fax (936) 327-6874

H(H)

**\*\*\* PROPOSED \*\*\***

Honorable John P. Thompson, County Judge  
Commissioner Bob Willis  
Commissioner Ronnie Vincent  
Commissioner Buddy Purvis  
Commissioner Tommy Overstreet

JANUARY 24, 2008

**REPUBLICAN & DEMOCRATIC PRIMARY  
ELECTIONS  
MARCH 4, 2008**

**EARLY VOTING SCHEDULE**

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED

**FEBRUARY 19, 2008** through **FEBRUARY 29, 2008**  
Monday - February 18, 2008 is a Federal Holiday

LOCATION: LIVINGSTON - MAIN COURTHOUSE - LOBBY  
MONDAY thru FRIDAY 8:00 AM - 5:00 PM (Open during Lunch)  
SATURDAY, FEBRUARY 23, 2008 8:00 AM - 12:00 PM

LOCATION: ONALASKA - SUB COURTHOUSE  
MONDAY thru FRIDAY 8:00 AM - 5:00 PM (Closed at Lunch)  
SATURDAY, FEBRUARY 23, 2008 8:00 AM - 12:00 PM

LOCATION: CORRIGAN - SUB COURTHOUSE  
MONDAY thru FRIDAY 8:00 AM - 5:00 PM (Closed at Lunch)  
SATURDAY, FEBRUARY 23, 2008 8:00 AM - 12:00 PM

\* EARLY VOTING DISTANCE MARKERS WILL BE STRICTLY ENFORCED AT 100 FT. FROM EACH ENTRANCE OF THE POLLING PLACE - § Texas Election Code - § Section .85.036(a) & (d)

EARLY VOTING SCHEDULE (continued)

**\*\*TEMPORARY BRANCH EARLY VOTING\*\***  
**(MOBILE VOTING)**

<b>DUNBAR COMMUNITY ACTION BLDG.</b>	<b>FEBRUARY 26, 2008</b> <b>12:00 P.M. – 6:00 P.M.</b>
<b>GOODRICH I.S.D. ADMINISTRATION BLDG.</b> <b>(CONFERENCE ROOM)</b>	<b>FEBRUARY 27, 2008</b> <b>12:00 A.M. – 6:00 P.M.</b>
<b>ESCAPEE'S CARE CENTER</b> <b>(CARE CENTER DRIVE)</b>	<b>FEBRUARY 28, 2008</b> <b>3:00 P.M. – 6:00 P.M.</b>

*Respectfully submitted,*

  
**Barbara Middleton, County Clerk**

# POLK COUNTY, TEXAS

## \*\*20 Voting Precincts (Boxes)

### COMMISSIONER PRECINCT #1

BOX #2	SOUTH POLK CO VOL. FIRE DEPT.	FM 2610 - ACE
BOX #3	GOODRICH SCHOOL	FM 1988 - GOODRICH
BOX #4	TRINITY LUTHERAN CHURCH	Hwy. 59 South-LIVINGSTON
BOX #5	SCENIC LOOP FIRE DEPT.	FM 3277 - SCENIC LOOP
BOX #19	ESCAPEE'S ACTIVITY CENTER	CARE CENTER DR & BLUE JAY
BOX #20	ESCAPEE'S CARE CENTER	HWY 146 SOUTH & CARE CENTER DR

### COMMISSIONER PRECINCT #2

BOX #6	ONALASKA SUB-COURTHOUSE	HWY.190 WEST - ONALASKA
BOX #7	CITY HALL - LIVINGSTON	200 W. CHURCH ST- LIVINGSTON
BOX #17	BLANCHARD BAPTIST CHURCH	FM 2457 - BLANCHARD

### COMMISSIONER PRECINCT #3

BOX #8	LEGGETT SCHOOL	FM 942 - LEGGETT
BOX #9	MOSCOW BAPTIST CHURCH	OLD HWY.35-MOSCOW
BOX #10	CORRIGAN/CAMDEN HIGH SCHOOL	HWY.59-NORTH - CORRIGAN
BOX #11	BARNUM BAPTIST CHURCH	BARNUM LOOP- BARNUM
BOX #12	ALABAMA-COUSHATTA ADMINISTRATION BUILDING	PARK ROAD #56 (INDIAN RESERV)
BOX #18	DUNBAR COMMUNITY CENTER	MLK DRIVE - LIVINGSTON

### COMMISSIONER PRECINCT #4

BOX#1	SEGNO VOL. FIRE DEPARTMENT	FM 943 - SEGNO
BOX #13	BIG SANDY I.S.D. ADMINISTRATION BLDG.	FM 1276 - DALLARDSVILLE
BOX #14	INDIAN SPRINGS PROPERTY OWNERS ASSOC. BLDG.	HWY.190 E - INDIAN SPRINGS
BOX #15	SCHWAB CITY BAPTIST CHURCH	HWY.146 South -LIVINGSTON
BOX #16	VFW HALL-LIVINGSTON	HWY.59 North - LIVINGSTON

### EARLY VOTING - LOCATIONS:

<b>POLK COUNTY COURTHOUSE</b>	101 WEST CHURCH ST.-----LIVINGSTON,TX. 77351
<b>ONALASKA SUB-COURTHOUSE</b>	14109 U.S. HWY - 190 WEST -----ONALASKA, TX. 77360
<b>CORRIGAN SUB-COURTHOUSE</b>	201 W. BEN FRANKLIN----- CORRIGAN,TX. 75939

Temporary Branch Voting (Mobile) - (3) Locations

C:\Barbara M\POLLING PLACES & ADDRESSES.wpd

**PHYSICAL ADDRESSES FOR EACH LOCATION.**

- 1 - **SEGNO VOLUNTEER FIRE DEPARTMENT - 157 Magnolia Hills Rd -( Segno Community)**
- 2 - **SOUTH POLK COUNTY VOL. FIRE DEPT - 3036 FM 2610 -( Ace Community)**
- 3 - **GOODRICH SCHOOL I.S.D. ADMINISTRATION OFFICE - 223 Katie Simpson Ave.  
Goodrich, Texas**
- 4 - **TRINITY LUTHERAN CHURCH - 221 Pan American Way - (Business Hwy 59)  
Livingston**
- 5 - **SCENIC LOOP VOL. FIRE DEPT - 1406 FM 3277 - (Blanchard Community)**
- 6 - **ONALASKA SUB-COURTHOUSE 14111 US Highway 190 West - (Onalaska)**
- 7 - **CITY HALL - 200 W. Church Street - Livingston**
- 8 - **LEGGETT SCHOOL - 254 South FM 942 - Leggett (Bldg just past Library)**
- 9 - **MOSCOW BAPTIST CHURCH - 644 State Hwy. Loop 177 - Moscow**
- 10 - **CORRIGAN/CAMDEN HIGH SCHOOL GYM - South Matthews Street - Corrigan**
- 11 - **BARNUM BAPTIST CHURCH - 2888 West Barnum Loop - ( Barnum Community)**
- 12 - **ALABAMA-COUSHATTA INDIAN RESERVATION -  
ADMINISTRATION BLDG. Hwy. 190 East to 571 State Park Road #56**
- 13 - **BIG SANDY I.S.D. ADMINISTRATION BLDG. - 9199 FM 1276 - Dallardsville**
- 14 - **INDIAN SPRINGS POA BLDG. - 210 Pichetto Trail - Indian Springs**
- 15 - **SCHWAB CITY BAPTIST CHURCH - 10998 State Hwy. 146 South - Schwab City**
- 16 - **VFW HALL - LIVINGSTON - 3916 US Hwy. 59 North - Livingston**
- 17 - **BLANCHARD BAPTIST CHURCH - 2450 FM 2457 - (Blanchard Community)**
- 18 - **DUNBAR COMMUNITY CENTER - 1102 Martin Luther King Dr. - Livingston**
- 19 - **ESCAPEE'S ACTIVITY CENTER - 114 Blue Jay - Escapee's Park**
- 20 - **ESCAPEE'S CARE CENTER - 155 Care Center Drive - Escapee's Park**

*Respectfully submitted: Barbara Middleton  
County Clerk*

ORIGINAL

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2008 MAR -3 AM 10: 54

**INTERLOCAL AGREEMENT  
BETWEEN  
LEGGETT ISD**

**(Local Entity)**

**AND**

**THE COUNTY OF POLK**

*Barbara Middleton*  
BARBARA MIDDLETON  
POLK COUNTY CLERK

**WHEREAS**, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

**WHEREAS**, the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

**WHEREAS**, LEGGETT ISD ("Local Entity") desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

**WHEREAS**, a joint agreement between the County and Local Entity would benefit the voters in the said elections, thereby serving a valid governmental purpose by the provision of such equipment and services; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and City to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

**NOW THEREFORE**, the County and Local Entity hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

**1. INCORPORATION OF PREAMBLES, DEFINITIONS.**

- A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.
- B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

**2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.**

For its next election, scheduled for Saturday, May <sup>10</sup>~~12~~, 200<sup>8</sup>~~7~~, ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity :

- A. As many Election Booths as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;

6. (F)

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- B. As many Ballot Cans as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;
- C. As many Palm Size Computers (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and Local Entity at such time the equipment is to be reserved; and
- D. As many iVotronic Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and Local Entity at such time the equipment is reserved; and
- E. Such other supplies as shall be mutually agreed between the County Clerk and Local Entity to be provided.

*Richard Middleton*  
 RICHARD MIDDLETON  
 POLK COUNTY CLERK

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

### 3. SERVICES TO BE PROVIDED BY POLK COUNTY.

- A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity .
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.
- C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

### 4. OBLIGATIONS OF LOCAL ENTITY.

- A. Local Entity shall notify the County Clerk of the names of candidates and the order

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in which they are to be listed, and of any propositions to be included on the ballot for the election.

B. Local Entity shall be responsible for the following costs:

1. All programming costs for computer accessible voter registration lists and iVotronic Touch Screen System units;
2. \$200.00 for use of each iVotronic Touch Screen Voting System Unit provided by the County;
3. \$25.00 for each Palm Size Computer (including keyboard and voter registration list) provided by the County; and
4. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.

*Barbara Middleton*  
 BARBARA MIDDLETON  
 POLK COUNTY CLERK

- C. Local Entity shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the election. Local Entity shall be responsible for the security of the ballots at all times during the election and until delivered to the County Clerk for tabulation.
- D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section (3)(D) to be tabulated by the County Clerk, and shall be responsible for the security of those ballots.
- E. Local Entity will transport any equipment provided by the County to Local Entity's polling place, picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. Local Entity is responsible for storage of ballots as required by law following the election.
- G. Local Entity shall be obligated for all costs described in this Section at such time as Local Entity notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the election for which such information should be provided is cancelled prior to said notification, Local Entity is responsible for no cost or other expense incurred by the County.

## 5. TERM.

This agreement shall be effective upon the date signed by both parties. The parties intend that the agreement shall continue on a year to year basis, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

## 6. SEVERABILITY.

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2008 MAR 13 AM 10:55

In case one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

*Barbara Middleton*  
BARBARA MIDDLETON  
POLK COUNTY CLERK

**7. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

**8. FORCE MAJEURE.**

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

**9. NOTICES.**

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

To Local Entity :  
Name of Individual Contact: Vicki Jones, Superintendent  
Mailing Address: P. O. Box 68  
City, State and Zip Code: Leggett, Texas 77350

To County:  
John P. Thompson, Polk County Judge, or his Successors in Office  
Polk County Courthouse  
101 West Church Street  
Livingston, Texas 77351

Copies of any notice shall also be delivered to:  
Barbara Middleton, County Clerk, or her Successors in Office  
Polk County Courthouse  
101 West Church Street  
Livingston, Texas 77351

**10. GENERAL PROVISIONS.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and Local Entity created by this Agreement are performable in Polk County, Texas.



FILED FOR RECORD

This agreement is authorized by the governing bodies of each of the signatories to this contract, as attested by the signatures affixed hereto.

2008 MAR 5 AM 10:55

**BY LOCAL ENTITY:**

By: [Signature]  
Printed Name: Orlando Jones

Date: 2/12/08

[Signature]  
BARBARA MIDDLETON  
POLK COUNTY CLERK

Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the Local at its duly called public meeting held on the following date: 2/12/08

By: [Signature]  
Printed Name: MELVIN E. NESMITH SR.

**POLK COUNTY**

By: [Signature]  
JOHN P. THOMPSON, County Judge

Date: 2/12/08

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following date: 2/12/08

[Signature]  
BARBARA MIDDLETON, County Clerk

#6 (J.)

COPY ORIGINAL

**INTERLOCAL AGREEMENT  
BETWEEN**

**CITY OF ONALASKA  
AND  
THE COUNTY OF POLK**

**WHEREAS**, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

**WHEREAS**, the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

**WHEREAS**, City of Onalaska ("Local Entity") desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

**WHEREAS**, a joint agreement between the County and Local Entity would benefit the voters in the said election, thereby serving a valid governmental purpose by the provision of such equipment and services; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and City to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

**NOW THEREFORE**, the County and Local Entity hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

**1. INCORPORATION OF PREAMBLES, DEFINITIONS.**

- A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.
- B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

**2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.**

For its next election, scheduled for Saturday, May 10, 2008, ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity :

- A. As many Election Booths as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;

- B. As many Ballot Cans as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;
- C. As many Palm Size Computers (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and Local Entity at such time the equipment is to be reserved; and
- D. As many iVotronic Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and Local Entity at such time the equipment is reserved; and
- E. Such other supplies as shall be mutually agreed between the County Clerk and Local Entity to be provided.

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

### **3. SERVICES TO BE PROVIDED BY POLK COUNTY.**

- A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity.
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.
- C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

### **4. OBLIGATIONS OF LOCAL ENTITY.**

- A. Local Entity shall notify the County Clerk of the names of candidates and the order in which they are to be listed, and of any propositions to be included on the ballot for

the election.

- B. Local Entity shall be responsible for the following costs:
1. All programming costs for computer accessible voter registration lists and iVotronic Touch Screen System units;
  2. \$200.00 for use of each iVotronic Touch Screen Voting System Unit provided by the County;
  3. \$25.00 for each Palm Size Computer (including keyboard and voter registration list) provided by the County; and
  4. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.
- C. Local Entity shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the election. Local Entity shall be responsible for the security of the ballots at all times during the election and until delivered to the County Clerk for tabulation.
- D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section (3)(D) to be tabulated by the County Clerk, and shall be responsible for the security of those ballots.
- E. Local Entity will transport any equipment provided by the County to Local Entity 's polling place, picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. Local Entity is responsible for storage of ballots as required by law following the election.
- G. Local Entity shall be obligated for all costs described in this Section at such time as Local Entity notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the election for which such information should be provided is cancelled prior to said notification, Local Entity is responsible for no cost or other expense incurred by the County.

**5. TERM.**

This agreement shall be effective upon the date signed by both parties. The parties intend that the agreement shall continue on a year to year basis, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

**6. SEVERABILITY.**

In case one or more of the provisions of this Agreement shall, for any reason, be held to be illegal,

invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**7. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

**8. FORCE MAJEURE.**

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

**9. NOTICES.**

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

To Local Entity :

Name of Individual Contact: Angela Stutts, City Secretary

Mailing Address: P. O. Box 880

City, State and Zip Code: Onalaska, Texas 77360

To County:

John P. Thompson, Polk County Judge, or his Successors in Office

Polk County Courthouse

101 West Church Street

Livingston, Texas 77351

Copies of any notice shall also be delivered to:

Barbara Middleton, County Clerk, or her Successors in Office

Polk County Courthouse

101 West Church Street

Livingston, Texas 77351

**10. GENERAL PROVISIONS.**

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and Local Entity created by this Agreement are performable in Polk County, Texas.

This agreement is authorized by the governing bodies of each of the signatories to this Contract, as attest the signatures affixed hereto.

**BY LOCAL ENTITY:**

By: \_\_\_\_\_  
Lew Vail, Mayor

Date: February 12, 2008

Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the City of Onalaska at its duly called public meeting held on the following date: February 12, 2008

By: \_\_\_\_\_  
Angela Stutts, City Secretary

**POLK COUNTY**

By: *John P. Thompson*  
JOHN P. THOMPSON, County Judge

Date: 2/12/08

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following date: 2/12/08

*Barbara Middleton*  
BARBARA MIDDLETON, County Clerk

b.(K.)

COPY

Ralph W Dunn

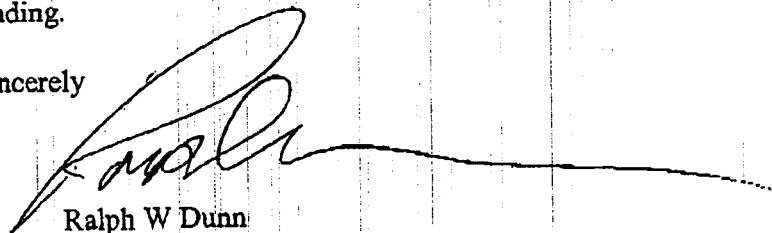
County Veterans Service Officer  
JANUARY 15 2008

Judge Thompson,

This is my letter of resignation, January 25 2008  
will be my last day on the job, I am leaving because of health reasons, primarily my eye  
sight I have loss most of the vision in my right eye in the last year, and reading with my  
left is getting more

difficult and this job requires a lot of reading.

Sincerely



Ralph W Dunn

662 VOL.



COPY

NON-FINANCIAL COOPERATIVE AGREEMENT
Between
Workforce Solutions Deep East Texas and
Worksite Organization

1. PARTIES TO THE AGREEMENT

The parties entering into this contract are Workforce Solutions Deep East Texas (WORKFORCE SOLUTIONS) and the WORKSITE organization.

WORKSITE: County of Polk

2. TYPE ORGANIZATION

WORKSITE is a: [X] Public entity [ ] Private non-profit [ ] Private for-profit

3. TYPE ACTIVITY

Activity is: [ ] Work Experience [X] Work Activity

4. NUMBER OF POSITIONS

WORKSITE is able to supervise up to 5 PARTICIPANTS

5. PERIOD OF AGREEMENT

This agreement becomes effective on the date signed by both parties and will continue in effect until terminated either for convenience by either party, by mutual written agreement of both parties, or by one party giving 30 days notice to the other party.

6. AMENDMENTS

This agreement may be amended by mutual written agreement of both parties.

7. PURPOSE

Work Experience

Work Experience is a planned, structured learning experience, either paid or unpaid, that takes place in a workplace for a limited period of time. The goal of Work Experience is to allow PARTICIPANTS enrolled in workforce programs to develop good work habits, gain practical work experience and improve their employability skills so that they are able to move into regular employment.

The purpose of this Agreement is to establish basic procedures for the work experience.

Work Activity

7.1 The purpose of this agreement is to establish procedures for the referral, assignment to work activities, and supervision of PARTICIPANTS enrolled in workforce programs who participate in work activities.



8. **COMMUNICATION, COORDINATION, AND REFERRALS**

The main contact persons for this agreement are:

<b>WORKSITE Contact</b>		<b>WORKFORCE SOLUTIONS Contact</b>	
Name Jeanette Montgomery		Name Tiffany Lewing	
Title Human Resources Supervisor		Title Business Service Representative	
Phone (936) 327-6802	Fax (936) 327-6879	Phone (936) 327-5421	Fax (936) 327-3916
Address 602 E Church; Suite 105 Livingston, Texas 77351		Address 205 E Polk Livingston, Texas 77351	

Additional contact persons may be assigned by either WORKFORCE SOLUTIONS or WORKSITE to facilitate the day-to-day duties, provided that all contacts are familiar with the terms of this agreement. Additional contact persons may be identified on Attachment I to this Agreement. Notification may be made by fax or mail to the other party at the earliest opportunity.

Referral of PARTICIPANTS will be made by WORKFORCE SOLUTIONS to the WORKSITE up to the number of PARTICIPANTS listed in 3 above. The Worksite Referral form will indicate the PARTICIPANT name, relevant training needs, type of work to be performed, maximum number of training hours per week, schedule of work, the worksite contact name, and any special accommodations needed by the PARTICIPANT.

WORKFORCE SOLUTIONS will notify the WORKSITE of new referrals prior to the start date. Notification of referrals may be made by phone, fax or mail, and a Worksite Referral form will be delivered prior to the PARTICIPANT start date.

The WORKSITE and WORKFORCE SOLUTIONS will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve the results of the training.

9. **GENERAL REQUIREMENTS**

PARTICIPANTS may not be assigned to work, directly or indirectly, in the construction, operation, administration or maintenance of any facility used or to be used for sectarian instruction or as a place for religious worship; and may not involve political activity, either directly or indirectly.

The work activity must be related to the capability of the customer to perform the assigned tasks on a regular basis, including the customer's physical capacity, skills, experience, family responsibilities and place of residence.

All PARTICIPANTS have the rights available under federal, state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age or handicapping condition. PARTICIPANTS alleging discrimination may choose to have their complaints processed as a program dispute or as a violation of other applicable state and local laws prohibiting discrimination in employment.

No PARTICIPANT will be excluded from participating in activities; denied the benefits of work activities; subjected to discrimination under or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Grievances (including complaints alleging discrimination) will be resolved according to Board Grievance and Complaint Policy and Procedures.

PARTICIPANTS are subject to the same health and safety standards established under state and federal law that otherwise apply to other individuals in similar activities who are not PARTICIPANTS.

No fees may be charged to any PARTICIPANT or WORKSITE for referrals or placement under this Agreement.

All parties to this agreement will comply with Fair Labor Standards Act, Wage and Hour Laws, and Child Labor Laws, and other federal or state labor laws as applicable.

## 10. WORKSITE AGREEMENTS

### *Work Experience*

The WORKSITE will provide consistent supervision and basic work skills training that is relevant to paid positions within the WORKSITE'S organization and is consistent with the information in Attachment I. Trainer/Trainee ratio will not be less than 1/5. Basic work skills training will consist of instruction in the use of equipment.

### *Work Activity*

10.1 The WORKSITE will provide supervision and work activity that is relevant to paid positions within the WORKSITE'S organization and that is consistent with the information in Attachment I.

The WORKSITE will not provide work to a PARTICIPANT that has the effect of replacing or preventing the employment of an individual who is not participating in a workforce program. Vacancies due to hiring freezes, termination, or layoffs, shall not be filled by a PARTICIPANT unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. PARTICIPANT positions shall in no way infringe upon the promotional opportunities that would otherwise be available to regular employees.

The WORKSITE will coordinate with WORKFORCE SOLUTIONS to enable WORKFORCE SOLUTIONS to monitor the placement, resolve difficulties, and provide work-related counseling for the PARTICIPANT when needed.

The WORKSITE will verify the accuracy and completeness of the PARTICIPANT work time by signing the PARTICIPANT Time Sheet, and will mail Time Sheets to WORKFORCE SOLUTIONS. Holiday and time not in a training activity, including lunch or sick time, may not be included in time sheets. Break times are allowed per WORKSITE policy.

The WORKSITE will ensure that the trainee does not participate more than the number of hours per week indicated on the Worksite Referral form.

Confidentiality relating to PARTICIPANT program participation will be maintained.

WORKFORCE SOLUTIONS will be notified as soon as possible of any inappropriate referrals, or of any disciplinary problems or other issues that adversely affect either the WORKSITE or the PARTICIPANT'S work activity.

No PARTICIPANT may be required, with or without his consent, to remain away from his home overnight.

## 11. WORKFORCE SOLUTIONS AGREEMENTS

WORKFORCE SOLUTIONS will provide PARTICIPANT Time Sheets to the TRAINING WORKSITE.

WORKFORCE SOLUTIONS will provide work-related counseling to the PARTICIPANT as requested by either the PARTICIPANT or the WORKSITE and assist both the PARTICIPANT and WORKSITE to resolve any issues that arise.

WORKFORCE SOLUTIONS will verify eligibility to work in the United States.

WORKFORCE SOLUTIONS will provide the complaint and grievance information to the PARTICIPANT and the WORKSITE and to provide grievance resolution at the local level as per Board policy.

WORKFORCE SOLUTIONS will provide workers compensation insurance for the duration of the work activity. All accidents must be reported to the WORKFORCE SOLUTIONS contact within 8 days of the date you receive notice or have knowledge of a work related injury that causes the PARTICIPANT to miss more than 1 day of work.

I am authorized to enter into this agreement for the WORKSITE organization and I agree to the terms and conditions of this agreement.

*John P. Thompson*  
WORKSITE (Signature)

John P. Thompson  
Printed Name

Polk County Judge  
Title

2/12/08  
Date

I am authorized to enter into this agreement for the WORKFORCE SOLUTIONS and agree to the terms and conditions of this agreement.

\_\_\_\_\_  
WORKFORCE SOLUTIONS (Signature)

Maria Kassabaum  
Printed Name

Managing Director  
Title

\_\_\_\_\_  
Date

## WORKSITE INFORMATION

## Additional Contact Information

WORKSITE		WORKFORCE SOLUTIONS	
Staff Contact (if different from WORKSITE CONTACT information in this Agreement) Jeanette Montgomery		Staff Contact (if different from WORKSITE CONTACT information on page 1 of this Agreement) Tiffany Lewing	
Title Human Resources Supervisor		Title Business Service Representative	
Phone (936) 327-6802	Fax (936) 327-6879	Phone (936) 327-5421	Fax (936) 327-3916
Address 602 E Church; Suite 105 Livingston, Texas 77351		Address 205 E Polk Livingston, Texas 77351	

Type Activity       Work Experience       Work Activity

## Worksite Hours

Work Days	Monday	Tuesday	Wednesday	Thursday	Friday		
Hours	9a-4p	9a-4p	9a-4p	9a-4p	9a-4p		

## Position Information

Position Title 1 Cleaning/Janitorial	Total Number for this position: 3	Supervisor Jeanette Montgomery
Position Duties: Clean kitchen and office spaces-dust, vacuum, sweep, mop, wash windows, take out trash, and all other duties as assigned.		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 2 General Maintenance & Landscaping	Total Number for this position: 2	Supervisor Jay Burks
Position Duties: Participant will be painting, pressure washing buildings and sidewalks, washing County vehicles and basic lawn maintenance such as, mowing, weed eating, raking leaves and other duties as assigned. Participant may also accompany Polk County Personnel to various County worksites.		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 3	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 4	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

If more than 4 positions, use ATTACHMENT I Supplemental

Initial Information

Revised Information/ Date \_\_\_\_\_ WORKFORCE SOLUTIONS Signature \_\_\_\_\_

Date 2/12/08 WORKSITE Signature

*J. B. [Signature]*

**Position Information**

Position Title 5	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 6	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 7	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 8	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 9	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Position Title 10	Total Number for this position:	Supervisor
Position Duties:		
<u>Work Experience Only</u> - Training to be provided:		

Initial Information

Revised Information/ Date \_\_\_\_\_ WORKFORCE SOLUTIONS Signature \_\_\_\_\_  
 Date 2/12/08 WORKSITE Signature *John P. [Signature]*

6. (N.S)

COPY

STATE OF TEXAS  
COUNTY OF POLK



**Order Establishing an Appellate Judicial System and  
Setting a Court Fee to Fund the System Pursuant to  
Government Code Section 22.2101**

The Commissioners Court of Polk County hereby adopts the following order,  
pursuant to Government Code Section 22.2101 as added by S.B. 325;

1. An Appellate Judicial System is hereby established to assist the Ninth Court of Appeals, defray costs and expenses incurred by the County under Section 22.210 and to reimburse Jefferson County for supplemental salaries and annual benefits paid to the justices; and
2. To fund the System, a Court fee of \$5 is hereby set for each civil suit filed in the County Court, County Court at Law, Probate Court and District Courts of Polk County, Texas beginning January 1, 2008 with the exception of a suit filed by the County or a suit for delinquent taxes; and
3. The Clerk of each Court shall collect the Court fee set herein and pay the same to the County Treasurer, who shall deposit the Court fee into the Appellate Judicial System Fund to be administered by the Commissioners Court for no other purpose than to assist the Ninth Court of Appeals. Additionally, the County Treasurer shall monthly forward all fees collected hereunder to;

Ninth Court of Appeals  
1001 Pearl, Ste. 330  
Beaumont, Texas 77701  
Attn: Carol Anne Flores

4. Management of the System is hereby vested in the Chief Justice of the Ninth Court of Appeals.

READ AND ADOPTED by the Commissioners Court of Polk County, Texas this 12<sup>th</sup> day of February, 2008.

*John P. Thompson*  
John P. Thompson  
County Judge

Attest:  
*Barbara Middleton*  
Barbara Middleton, County Clerk



60 VOL. 54 PAGE 348  
**liquid**

ENVIRONMENTAL SOLUTIONS

**Non-Hazardous Liquid Waste Collection and Disposal Agreement**

**Customer Information**

Name: POLK COUNTY OFFICE ANNEX

Address: 602 E. CHURCH STREET

City: LIVINGSTON State: TX ZIP: 77351

Contact: RON PHILLIPS Title:

Phone: (936) 398-5031 Fax: (936) 398-5154

**LES Office Use Only**

Customer ID:

Sales Rep: Dan Pobuda

New Account  
 Change to existing account  
 Renewal  
 Other

**Billing Information (if different)**

Name: POLK COUNTY MAINTENANCE (ATTENTION: RON PHILLIPS)

Address: P.O. BOX 5243

City: LEGGETT State: TX ZIP: 77350

Contact: RON PHILLIPS Title:

Phone: (936) 398-5031 Fax: (936) 398-5154

**Term of Contract**

3 years  
 Other

See item 3 the Conditions of Agreement

**Location/Service/Trap Information**

1 Traps - See attached Service Location Profile(s) or Customer Account Summary

**Billing Setup**

Consolidated monthly invoice to billing address.  
 Individual invoice to billing address after each service.  
 Individual invoice to service address after each service.

**Pricing**

<input checked="" type="checkbox"/> Rate per trap service	\$ 270.00	<input checked="" type="checkbox"/> Annual Increase	5 %
<input type="checkbox"/> Disposal CPG	\$	<b>Emergency Surcharge Rate</b>	
<input type="checkbox"/> Transportation (per hour)	\$	Weekday	\$ 300.00
<input type="checkbox"/> Line Jetting*	\$	Night/Weekend	\$ 450.00
<input type="checkbox"/> Barrel Vacuum	\$	See item 5 of the Conditions of Agreement	
<input type="checkbox"/> Additional Person	\$	* Line jetting service must be performed at the time of pumping	
<input type="checkbox"/> Washout	\$	<input type="checkbox"/> Multi-location account	See attached pricing schedule

**Payment**

Credit Card  
 CC#  
 Exp Sig.  
 Invoice due upon receipt  
 C.O.D.

**Manifest Signature Release**

Your signature appoints LES as your attorney-in-fact for the sole purpose of executing the manifest or other paperwork and related services to the location(s) identified in the agreement; provided, however, this appointment is only effective when the location personnel are not available to sign the manifest at the time of service and if it is permitted under applicable law.

*John P. Thompson, County Judge* *[Signature]* 2/12/08  
 Print Name and Title Signature Date

ACCEPTANCE OF AGREEMENT: The above price, length of contract, specifications and conditions are satisfactory and are hereby accepted. I have read and understand the Conditions of Agreement as listed on the back of this Agreement. Liquid Environmental Solutions is authorized to do the work as specified. The terms and conditions on the reverse side and the service location profile(s) or Customer Account Summary are part of this Agreement. Customer represents, warrants and agrees that the person signing this Agreement on behalf of Customer is authorized to do so and that this Agreement is legally binding on the Customer, its successors and assigns.

*Dan Pobuda* 1/30/08  
 Contractor Authorized Signature Date  
 DAN POBUDA ACCOUNT EXECUTIVE  
 Print Name and Title

*John P. Thompson* 2/12/08  
 Contractor Authorized Signature Date  
 John P. Thompson, County Judge  
 Print Name and Title





**Non-Hazardous Liquid Waste Collection and Disposal Agreement  
Service Location Profile**

Complete One Form for Each Trap

Location Information			
Parent #	<input type="text"/>	Address	602 E. CHURCH STREET
Name	POLK COUNTY OFFICE ANNEX	City	LIVINGSTON <input type="checkbox"/> Franchise Fee
Store #	<input type="text"/>	Contact	RON PHILLIPS
State	Texas	ZIP Code	77351
Phone	(936) 398 - 5031	Fax	(936) 398 - 5154
Service Area		<input checked="" type="radio"/> Direct <input type="radio"/> Extended <input type="radio"/> Special	

Service Information			
<input checked="" type="radio"/> Grease	<input type="radio"/> Grit	Profile # <input type="text"/>	<input type="radio"/> Septic <input type="radio"/> Lint <input type="radio"/> Other <input type="text"/>
Service Freq. (wks)	<input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 4 <input type="radio"/> 8 <input checked="" type="radio"/> 12 <input type="radio"/> Other <input type="text"/>	Next Service Date	SERVICE WITH POLK COUNTY JAIL
Estimated Trap Size	500	gals.	Allow LES to service after business hours? <input checked="" type="radio"/> Yes <input type="radio"/> No <small>If yes, signature release section of the agreement must be completed</small>
Line Cleaning	<input type="radio"/> 12 weeks <input type="radio"/> 24 weeks <input type="radio"/> 36 weeks <input type="radio"/> 48 weeks <input checked="" type="radio"/> None		
Excluded Service Times	Start 1 <input type="text"/>	End 1 <input type="text"/>	Start 2 <input type="text"/> End 2 <input type="text"/>

Trap Information (for internal use)			
Trap Condition	<input checked="" type="radio"/> Functional <input type="radio"/> Needs Service* <input type="radio"/> Needs further inspection                    * see notes section for trap condition details		
Truck Type	<input checked="" type="checkbox"/> Bobtail <input checked="" type="checkbox"/> Tanker <input type="checkbox"/> Low-Profile	Hose Needed	<input checked="" type="radio"/> < 100 feet <input type="radio"/> > 100 feet
Special Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No <small>List equipment needed in the notes section</small>	Extra Technicians	<input type="radio"/> Yes <input checked="" type="radio"/> No                    How Many <input type="text"/>
Special Conditions	<input type="text"/>	Barrel-Vac	<input type="radio"/> Yes <input checked="" type="radio"/> No                    Number of Stairs <input type="text"/>
Trap Location	LOCATED IN FRONT OF BUILDING ON 190 SIDE, SERVICE FROM SIDE ROAD, TRAP NEXT TO LOADING DOCK.		

Site Diagrams
<input type="text"/>

Notes
SERVICE IN CONJUNCTION WITH POLK COUNTY JAIL. TRAP LOCATED IN FRONT OF BUILDING NEXT TO LOADING DOCK. SERVICE FROM SIDE STREET AND RUN HOSE.

LES Representative

Inspection Date

**Conditions of Agreement**

Liquid Environmental Solutions ("Contractor") and the party whose name appears as "Customer" on the face of this Agreement ("Customer") hereby mutually agree that all services rendered under this Agreement shall be provided to Customer on the following terms and conditions.

- 1) **Services.** Customer grants Contractor the exclusive right to collect, transport and dispose of Customer's waste materials, including recyclables (collectively, the "Waste Materials") on the terms described on the face of this Agreement (the "Services") and Contractor agrees to provide such Services.
- 2) **No Enzymes.** Neither Customer nor any contractor, agent or other service provider of Customer shall use any bacteria, enzyme and or similar product in Customer's drains, grease trap or sewer lines without Contractor's prior written consent.
- 3) **Term.** The initial term of this Agreement shall begin on the signature date of the Agreement, and continue for the period set forth on the face of this Agreement. Unless otherwise specified on the face of this Agreement, this Agreement shall automatically renew for like terms thereafter unless either party shall give written notice to the other of termination at least thirty days prior to the termination of the initial term or any renewal term. This Agreement may not be terminated prior to the completion of the period set forth on the face of this Agreement, except by mutual, written agreement of the parties or as otherwise set forth in this Agreement.
- 4) **Termination For Cause.** This contract can be terminated by either party upon 30 days written notice to the other party upon the following terms and conditions: If either party breaches any material provision of this contract, and such breach is not cured within a thirty (30) day "remedy" period following the breaching party's receipt of written notice of such breach from the non-breaching party, or if it is mutually agreed that such breach cannot be cured within such thirty (30) day "remedy" period, then the non-breaching party may terminate this contract after the "remedy" period has expired or if there is mutual agreement that the breach cannot be cured within thirty (30) days by providing written notice to the breaching party of its intent to terminate the agreement at least 30 days in advance of the intended termination date.
- 4) **Payment.** Customer shall pay for the Services in accordance with the schedule of charges and payment terms specified on the face of this Agreement. Customers selecting a C.O.D. payment option will pay Contractor on the scheduled date of servicing prior to the performance by Contractor of Services. Contractor may elect not to render Services and/or terminate this Agreement if Customer fails to pay at such time. For all other Customers, if any payment is not made when due, Contractor, at its sole option, may suspend Services or terminate this Agreement. Customer agrees to pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowable by law. If Contractor has to engage legal counsel or a collections agency to collect any outstanding balance, Contractor shall be entitled to collect reasonable attorney's fees and/or collections agency fees from Customer.
- 5) **Waste Materials.** Customer warrants that trap waste or wastewater collected by Contractor will not contain any radioactive, flammable, explosive, toxic or hazardous material ("Excluded Waste"). The term "hazardous material" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Agreement or subsequently enacted. Contractor shall acquire title to the Waste Material after it is loaded into Contractor's collection vehicle; provided, however, title to and liability for Excluded Waste shall remain with Customer at all times. Customer shall be responsible for any costs incurred by Contractor in the handling or proper disposal of any Excluded Waste and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, costs, losses, penalties, fines and liabilities resulting from or arising out of any such Excluded Waste.
- 6) **Pricing.** Pricing is based on the Estimated Trap Size set forth on the associated Service Location Profile. The actual gallon capacity of the grease trap will be determined at the time of the first service by Liquid Environmental Solutions. Any variance greater than 10% from the Estimated Trap Size will result in a corresponding price increase/decrease, rounded to the nearest whole dollar, except that no such change in price shall cause the Fee per Trap Service to be less than \$125.00 in Direct service areas, \$150.00 in Extended service areas and \$200.00 in Special service areas. The pricing change will be calculated as the initial quoted rate per trap service times the percent increase or decrease in trap size (actual trap size as determined at first service divided by the initially estimated trap size). Any service which requires more than one hour at the Customer's site shall be charged an additional \$57.00 for each 30 minutes or portion thereof. The Annual Increase applies to all charges, unless otherwise specified, and will go into effect on each anniversary of the Date of this agreement. All applicable municipal and state taxes or fees will be charged as an additional line item on the invoice.
- 7) **Rate Adjustments.** In addition to any rate increases specified on the face of this agreement, Contractor may increase this fee per service charged to Customer for any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials; increases in the volume of the grease/grit trap; increased costs due to the following uncontrollable circumstances: changes in local, state or federal laws or regulations; imposition of taxes, fees or surcharges; and acts of God such as floods, fires, etc. Increases in charges other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Written notice of any changes in charges in accordance with this provision will be provided to Customer either prior to or in conjunction with the first billing statement that reflects the charges.
- 8) **Frequency of Service.** Contractor shall make reasonable efforts to provide the Services to the Customer on or about the next service date and on the Frequency specified thereafter. To be able to maintain the pricing set forth on the face of this Agreement, Contractor may occasionally adjust the actual date that Services are provided so as to maximize operational efficiency. Except as set forth in Section 14 below, in no case will it be allowable for the Contractor to extend a service date beyond that of applicable law. Customer may also not adjust the schedule during the term of this contract to extend the Frequency to intervals longer than set forth on the Service Location Profile.
- 9) **Changes.** Changes in the pricing schedule or frequency of service or any change in the terms of this Agreement due to a change in the size and/or type of Customer's trap require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Customer shall promptly notify Contractor of any change in the size and/or type of its trap(s) that occurs during the term of this Agreement.
- 10) **Driveways and Parking Areas.** Customer warrants that the location of, and any right of way from the Customer's trap(s) to the most convenient public way are sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the Services. Contractor shall not be responsible for any damage to the surface or accompanying sub-surface of any such location or right of way resulting from Contractor's performance of Services hereunder and Customer assumes all liabilities for damage to pavement or road surface.
- 11) **Access.** Customer shall provide unobstructed access to the trap(s) on the date of Service. If the trap is inaccessible, Contractor will promptly notify the Customer and afford Customer a reasonable opportunity to provide the required access. If Customer fails to provide access within a time period reasonably acceptable to Contractor, Contractor shall be entitled to charge the Customer for the time it spent waiting for access (at 15 then standard hourly rate) and/or an additional service fee if Contractor is required to return at another time to perform the Services.
- 13) **Service Refusal.** If Liquid Environmental Solutions arrives to service Customer grease trap(s) at the service dates and time windows as allowed within this agreement and the Customer turns us away, or declines to allow us to service the grease trap(s) in accordance with the provisions of this agreement, as a result of such declined service(s), Liquid Environmental Solutions shall be entitled to bill the Customer the normal fee per trap service.
- 14) **Additional Service.** If Customer requests an additional, non-scheduled Service, Contractor shall perform such Services as soon as possible under the circumstances. Contractor may charge Customer for such additional Service at Contractor's applicable Emergency Surcharge Rate as set forth on the face of this Agreement. If Customer requests such additional Service but declines such Service after Contractor's vehicle arrives, Contractor may nevertheless charge Customer at the rate provided herein, including the Emergency Surcharge. Any additional, non-scheduled Service will not result in a change in the next Scheduled Service, which shall be calculated from the prior Scheduled Service, as the Fee per Trap Service is based on the Contractor being able to build and maintain efficient routes for Scheduled Services.
- 15) **Service Location.** If Customer's Service location changes from that indicated on the Service Location Profile, Customer will promptly notify Contractor and Contractor will continue to perform the Services under the same terms herein at Customer's new Service location, so long as new location is located in the Contractor's direct service area. Service Location Profiles and/or Customer Account Summary may be modified as appropriate to accurately reflect service locations, trap sizes and service frequencies as mutually agreed upon by both parties.
- 16) **Excused Performance.** Neither party shall be liable for its failure to perform, or for a delay in its performance, due to circumstances beyond the party's reasonable control, such as strikes, riots, traffic delays, road closures, inability to get to trap, compliance with laws or governmental orders, fires and acts of God, and such failure shall not constitute a Default under this Agreement. In no event shall Contractor be liable to Customer for any fines or other expenses associated with improper operation of its trap, including a failure to adhere to any pumping schedule.
- 17) **Applicable Law.** The validity, interpretation and performance of this Agreement shall be governed by the laws of the state where the Services are to be performed.
- 18) **Controlling Document.** No pre-printed terms or conditions found on any purchase order or other document shall be considered an amendment to, or modification of this Agreement, even if such documents are signed by representatives of both parties. Any such pre-printed terms or conditions shall be considered null and of no effect.

6 (2)

POLK COUNTY TREASURER 1ST QUARTER REPORT FOR THE MONTHS OF OCT - NOV - DEC 2007

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BAL	INVESTMENT	BALANCE
GENERAL	281,050.39	9,273,870.62	9,880,124.73	(325,203.72)	4,450,868.92	4,125,665.20
HOTEL TAX	16,929.89	9,077.14	2,105.69	23,901.34		23,901.34
JCTF	105,261.16	6,167.69	1,577.63	109,851.22		109,851.22
ROAD & BRIDGE	401,740.07	1,174,238.54	1,629,205.02	(53,226.41)	90,391.67	37,165.26
LATERAL RD	47,331.35	48,658.26		95,989.61	174,446.51	270,436.12
GENERAL CONSTRUCTION	22,058.41	33,642,993.38	33,657,448.66	7,603.13	18,568,779.89	18,576,383.02
JP SECURITY	2,970.84	7,219.94	4.00	10,186.78		10,186.78
SECURITY	4,281.24	13,923.80	25,963.04	(7,758.00)		(7,758.00)
ENV SERVICE	-	133,026.36		133,026.36		133,026.36
HURRICANE RITA REIMB	4,505.84		1,779.57	2,726.27		2,726.27
LAW LIBRARY	12,231.62	4,010.00	3,608.55	12,633.07	31,681.49	44,314.56
D A SPECIAL	21,585.51	179.04	20,653.57	1,110.98		1,110.98
D A HOT CHECK	(9,609.53)	2,207.20	145.64	(7,547.97)		(7,547.97)
AGING	42,937.81	54,202.74	110,097.64	(12,957.09)		(12,957.09)
SHERIFF COMMISSARY	6,388.58	4,356.23	530.70	10,214.11		10,214.11
DEBT SERVICE	55,965.56	751,994.37	397,921.40	410,038.53	457,356.69	867,395.22
DEBT SVC-ENV SVC					734,645.78	734,645.78
JUDICIARY	141,482.12	151,925.54	142,998.89	150,408.77		150,408.77
SO CONTRABAND	13,789.68	32,653.82	46,443.50	23,380.36	99,066.38	46,443.50
DA CONTRABAND	10,695.18	12,685.18		4,593.73		122,446.74
OTER SEIZURES PEND	39,845.39		35,251.66	4,593.73		4,593.73
DRG SEIZURE PEND	3,344.00	15,449.91	18,793.91		146,754.70	146,754.70
RAP	115,475.01	34,558.37	46,325.77	103,707.61		103,707.61
CC RECORDS MGMT	377.50	7,444.00	4,951.50	2,870.00		2,870.00
DC RECORDS MGMT	6,004.50	1,163.00	3,500.00	3,667.50		3,667.50
PROBATION	21,815.04	496,905.38	495,042.34	23,678.08		23,678.08
TOTAL	1,368,457.16	45,878,910.51	46,478,029.91	769,337.76	24,753,992.03	25,523,329.79
JURY FUND	6,670.00	10,444.00	10,422.00	6,692.00		6,692.00
CREDIT CARDS JP	2,604.50	46,918.22	45,623.22	3,899.50		3,899.50
CC EMERG MGMT	400.00	1,675.00	2,075.00			
CC COUNTY CLERK	101.00	5,960.29	5,599.76	461.53		461.53
JP#3		112,950.48	112,950.48		391,394.78	394,623.09
HISTORICAL COMMISSION	4,293.42	251.99	1,317.10	3,228.31		
PAYROLL	970.11	1,897,640.65	1,898,610.76	3,106.54	382,221.80	385,328.34
PERMANENT SCHOOL	3,106.95	10.38	10.79	3,860.58	96,558.33	100,419.91
AVAILABLE SCHOOL	2,919.91	127,138.56	126,187.89	3,221.12		3,221.12
FED EQUITABLE SHARE	3,221.12					
GRAND TOTAL	1,392,744.17	48,081,900.08	48,680,836.91	793,807.34	25,624,167.94	26,417,975.28

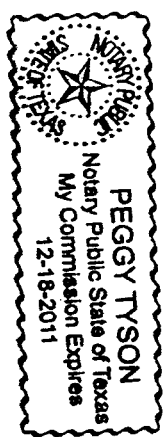
COPY

I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

*Walter F. ...*  
COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 9th DAY OF FEBRUARY, 2008

*Peggy Tyson*



FUND	BEG BAL	DEP OCT	WD OCT	INT OCT	DEP NOV	WD NOV	INT NOV	DEP DEC	WD DEC	TRANSFERS	DEBIT	TOTAL DEP	TOTAL WD	TOTAL INT	BALANCE
10 General	4,852,141.97			21,236.47		300,000.00	18,456.14	40,000.00	200,000.00		19,034.34	40,000.00	500,000.00	58,726.95	4,450,868.92
15 Road & Bridge	69,524.43			280.97			270.53	20,000.00			306.74	20,000.00		867.24	90,381.67
17 Letter B & B	172,381.80			721.48			610.74				372.48			1,704.71	174,146.51
40 Law Library	31,306.50			131.04			121.82				122.13			374.99	31,681.49
61 Debt Service	75,378.33	60,000.00		372.42			526.00	320,000.00			1,079.94	380,000.00		1,978.36	457,366.89
61 DBT SVC-ENV SVC	725,959.63			3,038.37			2,824.73				2,832.05			6,695.15	734,645.78
90 DA Contract	87,893.83			409.71			380.92				381.92			1,172.55	89,066.38
90 Dig Secure Pand	152,598.24	3,344.00		646.35		1,482.18	603.47	1,477.00	11,013.73		584.55	4,871.00	12,495.91	1,834.37	148,754.70
28 Historical Comm	386,785.29			1,618.74			1,504.94				1,508.81			4,632.46	391,384.76
91 Perm School	379,282.12			1,583.17			1,406.95				(1,596.80)	1,473.46		4,528.28	382,221.80
92 Avail School	220,270.12			113,000.00	895.09	3,000.00	416.78	11,000.00		1,586.60	380.74		127,000.00	1,892.61	96,559.33
TOTAL TEXPOOL	7,183,487.26	63,344.00	113,000.00	30,843.82		304,482.18	27,246.72	381,477.00	222,013.73		28,078.16	444,821.00	639,485.91	86,266.70	7,055,088.05
MBIA	BEG BAL	TRANSFER IN	INTEREST	INT NOV	INT DEC	TOTAL INT	TRANSFER OUT	BALANCE							
20 GEN CONSTR	5,478,789.09	12,038,828.45	34,813.20	40,961.22	32,980.39	108,734.81	9,514,770.00	8,111,684.35							
TOTAL MBIA	12,038,828.45		34,813.20	40,961.22	32,980.39	108,734.81	8,514,770.00	8,111,684.35							
OTHER INVESTMENTS	SETTLEMENT DATE	INVESTMENT AMT	YIELD	ACCRUED INT	NET USED	MATURITY DATE	CALLABLE DATE	CPN PMT DATE	CUSIP						
ZIONS BANCORP	10/23/2007	3,000,000.00	5.05%	40,916.57	2,958,083.33	1/31/2008			98970LAX-4						
GE COMM PAPER	11/21/2007	1,500,000.00	4.44%	42,000.00	1,458,000.00	7/14/2008			38959R-GE-9						
TOYOTA MTR CO	12/11/2007	5,000,000.00	4.60%	52,325.00	4,947,675.00	3/4/2008			88233G-C4-6						
GOLDMAN SACHS	12/13/2007	1,000,000.00	4.61%	7,889.80	992,100.40	2/14/2008			38142T-BE-4						
FED HOME LN BKN	12/19/2007	100,000.00	4.34%	(350.00)	100,236.81	4/14/2008			3133MS-XN-4						
TOTAL OTHER		10,600,000.00		7,549.60	10,457,065.54										

This report is made in accordance with provisions of Gov. Code 2256. The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

*Nola Reneau*

Nola Reneau, County Investment Officer

6(R.)

TEXAS HISTORICAL COMMISSION

COUNTY HISTORICAL COMMISSION  
2007 Annual Report

You may download an electronic version of this form from the THC web site: www.thc.state.tx.us

Please use this form to report your 2007 county historical commission (CHC) activities to your county commissioners court as well as to the Texas Historical Commission (THC). Information from these forms may be used to report county and statewide historic preservation activities to the state legislature. Please complete this form and return by February 28, 2008. Thank you.

County: Polk Name of CHC chair: Josh David

- 1. How many members currently serve on your commission? 9
- 2. How many meetings did your commission hold in 2007? 11
- 3. How do you inform the public about your meetings and activities? Local Newspaper, Polk County Enterprise
- 4. When were your CHC's bylaws last reviewed and updated? 05  
(Please provide a current copy to the THC.)
- 5. How many volunteer preservation hours did your commission members work this year? 375
- 6. Does your commission sponsor or work with young people in your county?  Yes  No

If yes, please list and describe such activities: \_\_\_\_\_  
Museum Tours and Programs  
Gifted and Talented Program for History Appreciation  
Tours of Old City Cemetery, Downtown Livingston (Main Street)  
May Day Festival for students  
Pioneer Days for students  
Sponsor Poster & Essay Contest

- 7. Does your county provide funds in its budget for your commission?  Yes  No  
If yes, how much was your allocation in fiscal year 2007? \_\_\_\_\_

Does your county provide office space for your commission?  Yes  No  
If the county provides other operating help, please list: Museum Maintenance, Bldg. & Grounds

- 8. Does your commission have other sources of funding?  Yes  No

If yes, please briefly describe sources and amounts of such income: Private Endowments, Hotel, Motel Tax, City of Livingston, \$5000 per year

## 9. Please check all that apply to your commission:

- Members attended the 2007 Annual Historic Preservation Conference in Lakeway  
How many? 2
- Member, Preservation Texas
- Member, Texas Historical Foundation
- Member, Texas Association of Museums
- Member, Texas Downtown Association
- Member, Texas Oral History Association
- Member, National Trust for Historic Preservation
- Member, American Association for State and Local History
- Member, Texas State Historical Association
- Member, other historical associations(s): East Texas Historical Association

## 10. Please check all areas in which your CHC worked actively to promote historic preservation:

- Historical marker(s)
- Historic cemetery preservation and/or designation
- History museum(s)
- National Register of Historic Places designation
- Main Street Program – Which town(s)? Livingston
- Certified Local Government – Which city or county? \_\_\_\_\_
- Visionaries in Preservation Program – Which community? \_\_\_\_\_
- Texas Heritage Trails Program – Which trail region? Forest
- Heritage tourism (other than or in addition to Texas Heritage Trails Program)
- Texas Historic Courthouse Preservation Program
- Military sites
- Advisor to commissioners court on matters related to history and preservation
- Survey/inventory of architectural resources
- Advocacy for the preservation of an endangered historic resource (see also question #12)
- Historic building rehabilitation
- Protection of archeological resources
- Texas Archeological Stewardship Network
- Oral history
- Archives
- School/educational programs
- Training workshops
- Local newspaper column
- Local history publication (CHC newsletter, county history book, brochures, etc.)
- Historical observances (check all that apply):
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> County/city birthdays      | <input type="checkbox"/> Women's History Month          |
| <input checked="" type="checkbox"/> National Preservation Week | <input checked="" type="checkbox"/> Black History Month |
| <input type="checkbox"/> Texas Archeology Month                | <input type="checkbox"/> Hispanic Heritage Month        |
| <input type="checkbox"/> Other (please list): _____            |   |

11. Does your CHC maintain an inventory of historic properties in your county?  Yes  NoIf yes, when was the inventory last updated? 07

12. Please list any significant historic properties or sites (officially designated or not) in your county that are threatened or endangered, damaged or destroyed. If possible, provide photographs, address and a brief description of the threat or damage, as well as information regarding any ongoing local efforts to preserve the site(s).

County Courthouse Annex, 1905, National Register of Historic Places  
Old School Auditorium, Church Street Campus 1930's  
Greer Mercantile Building 1914 & Ford Building, South side of Courthouse - Roofs leaking

13. Please provide a brief narrative description of your CHC's successes over the past year, as well as its not-so-successful activities. (See also **Distinguished Service Award** information following question #16 on this form.) In particular, we would like to know about any specific plans for or programs dealing with diversity, both in terms of CHC membership and preservation activities in your county.

When Enbridge Pipeline of East Texas proposed to destroy a beautiful grove of oak trees known to be over 175 years old and located on the old Liberty-Nacogdoches Road, Commission member and Museum Curator, Wanda Bobinger, sprang into action.

Photographs of the trees were taken to the annual Preservation Conference at Lakeway and shown to Larry Oaks who asked Derek Satchell to review the project.

The trees on the historic "Colita's Trace" were determined by THC to be eligible for listing on the National Register of Historic Places. We plan to work with the property owners in 2008 to mark and designate the trees.

Weekly newspaper articles "From The Archives" written by W. Bobinger, Curator, Polk County Museum.

Five new historical markers approved and new cemetery designations.

Replacement of the William Pettus Hobby marker.

Assisted with applications for Courthouse grant funds.

14. Please tell us about any significant preservation projects in your county, either currently underway or planned for the coming year.

1) The county will begin construction of a new Judicial Center on the south side of the 1923 historic Courthouse. Two older buildings (1914 Greer Mercantile) will undergo restoration to be utilized.

2) Livingston will celebrate 100 years of education in April with a State marker dedication planned as well as day long activities. It is hoped that this will provide interest in the preservation of the old endangered high school auditorium.

3) Ongoing preservation of the historical integrity of the Old City Cemetery.

4) Three more buildings in downtown have undergone restoration. (Main Street).

15. Please tell us about your efforts to recruit a diverse membership (age, race, gender, etc.) for your commission and how you are addressing issues of diversity in historic preservation in your county.

Participated in Multi-Cultural Festival held on Martin Luthur King's birthday.

Our Historical Commission is made up of young and older, male and female members.

16. Please tell us how the THC can be of greater assistance to you in carrying out your local preservation activities.

Continue to provide opportunity for counties to get grant funds until all Texas Courthouses can be restored.



**Distinguished Service Award – PLEASE NOTE**

If you wish for your CHC to be considered for Distinguished Service Award (DSA) recognition, please check the box above and provide details about your calendar year 2007 successes and accomplishments. Enclose a brief summary/description of each project, and enclose copies of supporting documentation if applicable. Recommendations for DSA recognition will be based on an overall evaluation of each CHC's achievements in historic preservation activities and programs for the year.

DSA recipients will be notified in advance and will be recognized at the opening session of the Annual Historic Preservation Conference in Corpus Christi in May 2008.

**Deadline for submission is February 28, 2008, along with this Annual Report.**



Name of person completing this report: Wanda L. Bobinger

Mailing address: 514 W. Mill Street

City:Livingston Zip:77351

Daytime phone (with area code): 936-327-8192

Email address: museum@livingston.net

CHC web site address: www.livingston.net/museum



If the THC staff can provide you with any additional information or assistance, please call 512/463-5853 or email [history@thc.state.tx.us](mailto:history@thc.state.tx.us). Thank you.

Please return by February 28, 2008, to:

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Texas Historical Commission  
History Programs Division  
PO Box 12276, Austin, TX 78711-2276  
Phone 512/463-5853 Fax 512/475-3122  
Email [history@thc.state.tx.us](mailto:history@thc.state.tx.us)  
[www.thc.state.tx.us](http://www.thc.state.tx.us)



TEXAS  
HISTORICAL  
COMMISSION

*The State Agency for Historic Preservation*

STATE OF TEXAS

COUNTY OF POLK



**ORDER SELECTING CONTRACTOR FOR CONSTRUCTION MANAGER-AT-RISK**

WHEREAS, Polk County, Texas (the "County") needs to construct a Judicial Center to improve efficiency in its judicial system (the "Project"); and

WHEREAS, the County has selected an architect for the Project pursuant to the provisions of Section 2254.004 of the Texas Government Code; and

WHEREAS, the County has experienced threats to its officers and employees, as well as the residents of the County, in using the existing court related facilities; and

WHEREAS, the County will pay for the construction of the Judicial Center using proceeds of Certificates of Obligation; and

WHEREAS, the Judicial Center is needed to provide for the safety of County officials, employees and the residents of the County that use the judicial facilities of the County, the Commissioners Court intends to grant the exceptions to competitive bidding as provided in Section 262.024(a)(2) and Section 271.056(2), Texas Local Government Code; and

WHEREAS, the County has reviewed alternative construction methods permitted under Section 271.111 et seq. of the Texas Local Government Code in order to determine the method which will provide the County with the best value for this Project; and

WHEREAS, the County wishes to pursue the selection of a contractor for the Project; and

WHEREAS, the County has solicited proposals for a contractor using the construction manager-at-risk method;

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

Section 1. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

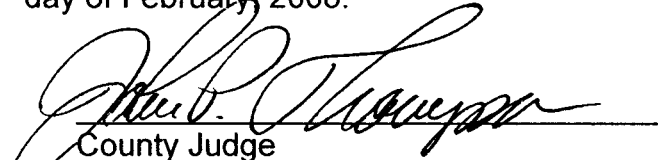
Section 2. Grant of Exceptions. The Commissioners Court hereby grants the exceptions to competitive bidding as provided in Section 262.024(a)(2) and Section 271.056(2), Texas Local Government Code.

Section 3. Determination of Best Value. The Commissioners Court hereby finds that the construction manager-at-risk method of construction will provide the County will the best value for this Project.

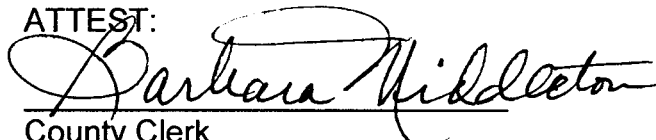
Section 4. Determination of Best Qualified. The Commissioners Court has ranked the proposers, and hereby finds that J.E. Kingham Construction is best qualified to perform the services using the construction manager-at-risk method of construction.

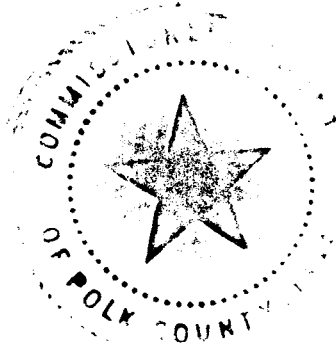
Section 5. Authorization. The Commissioners Court hereby authorizes the County Judge, or his designee, to negotiate a construction manager-at-risk contract for the Project in accordance with applicable law.

PASSED AND APPROVED this 12<sup>th</sup> day of February, 2008.

  
County Judge  
Polk County, Texas

ATTEST:

  
County Clerk  
Polk County, Texas



#16 VOL.



COPY

State of Texas           §  
 County of Polk         §                                 **Supporting Burke Center Request for State Funding to  
 Create a Regional Emergency Psychiatric Service**

**WHEREAS** the County Commissioners' Court of Polk County recognizes that the lack of emergency treatment for mental health patients is a major health need; and

**WHEREAS** local law enforcement personnel, including Sheriff's deputies, spend numerous hours each month responding to calls involving persons with mental illness; and

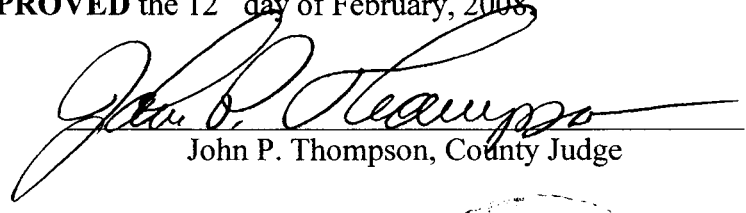
**WHEREAS** law enforcement must transport these patients to local emergency rooms, guard them during required examinations, and then transport them to psychiatric facilities out of region, including Rusk State Hospital; and

**WHEREAS** these activities are conducted at county expense and consume resources that could be used for other county purposes; and

**WHEREAS** the lack of emergency psychiatric services present a hardship to persons in need of care and a burden on county government;

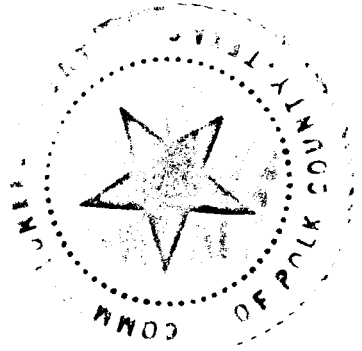
**NOW, THEREFORE, BE IT RESOLVED** that the County Commissioners' Court of Polk County endorses the funding request by Burke Center to the Texas Department of State Health Services to create an Emergency Psychiatric Service for the region and pledges to provide \$18,252 in required local match each year if the grant request is funded.

**READ AND APPROVED** the 12<sup>th</sup> day of February, 2008,

  
 John P. Thompson, County Judge

ATTEST:

  
 Polk County Clerk



#16.



State of Texas §  
County of Polk § **Supporting Burke Center Request for State Funding to Create a Regional Emergency Psychiatric Service**

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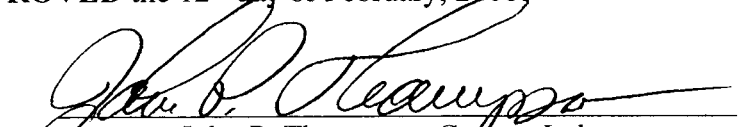
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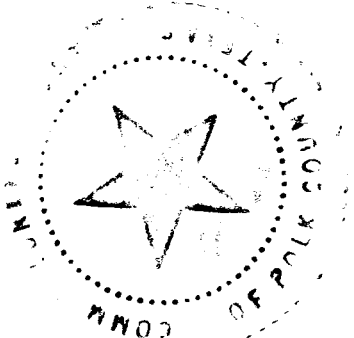
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**READ AND APPROVED** the 12<sup>th</sup> day of February, 2008,

  
John P. Thompson, County Judge

ATTEST:

  
Polk County Clerk



IN THE COMMISSIONERS COURT OF  
POLK COUNTY, TEXAS

ACCEPTANCE FOR PUBLIC MAINTENANCE  
CERTAIN ROADS SET ASIDE IN FINAL  
PLAT OF THE INDIAN HILL #2 SUBDIVISION  
OF POLK COUNTY, TEXAS

BE IT REMEMBERED, that on the 9<sup>th</sup> day of Feb, 1966, the Commissioners Court of Polk County, Texas did approve and file of record in the Minutes of the Polk County Commissioners Court the final plat of Indian Hill #2 subdivision, approval of said Final Plat appearing of record in Vol. 18, Page 243 of the Minutes of the Commissioners Court of Polk County, Texas and

WHEREAS, a copy of said Final Plat of the Indian Hill #2 Subdivision was also filed of record in Vol. 2, Page 36, of the Deed Records of Polk County, Texas, and  
PLATT

WHEREAS, said Final Plat, as publicly recorded, contained a dedication of roads and streets within said Subdivision to the Public for purposes of ingress and egress into, upon and within said Subdivision, and

WHEREAS, the Commissioners Court of Polk County, Texas, in the exercise of discretion vested upon said Commissioners Court by Chapter 81 of the Texas Local Government Code, and Chapter 251 of the Texas Transportation Code, finds that the public interest would be served by the extension of public maintenance by Polk County, Texas to the following specifically named roads within the Indian Hill #2 Subdivision:

1. MOON MIST (road name), beginning at a point of intersection with POST OAK DR. (Existing Road), and extending 396 feet to the S.E. (direction), to a (a point of intersection with Dead end (Existing Road) or a point of terminus.
2. (Repeat for each road to be accepted for maintenance.)

WHEREAS, it would be in the best interest of the citizens of Polk County to accept the dedication of the right-of-way described in the Final Plat of the Indian Hill #2 Subdivision, and

WHEREAS, the inclusion of the roads identified above into the Polk County transportation system would increase the convenience to the public, insure better transportation within the county, and generally contribute to the economic and social benefit of Polk County, Texas, and

WHEREAS, by way of this acceptance of said dedication, the public would acquire a public

interest by dedication in said road and right-of-way as of the 12 day of February, 2008, and Polk County, Texas would hereafter maintain such road or Street within the Indian Hill #2 Subdivision, until such time as the continued maintenance of said road should be formally discontinued by this Court.

THEREFORE, Be It Resolved, that the undersigned members of the Commissioners Court of Polk County, Texas, acting pursuant to authority vested in said court, do hereby accept the above and foregoing Dedication of a Public Interest in the above and foregoing road(s) or streets within, upon, and across the Indian Hill #2 Subdivision, said right-of-way being of such widths and dimensions as are set forth in the Final Plat of said Subdivision as filed of record as heretofore described, and that such Acceptance of Dedication is made on behalf of and as the act and deed of Polk County, Texas.

IT IS FURTHER Resolved and Ordered that the original Dedication, and this Resolution and Order of Acceptance of said Dedication, be filed in both the Minutes of the Commissioners Court of Polk County, Texas, as well as the Deed Records of Polk County, Texas, and that such filing shall serve as public evidence of the said dedication and acceptance by way of this Order.

IT IS FURTHER Resolved and Ordered that a map of the road described in this Order be prepared and inserted into the Polk County Road Map, as filed of record in the Minutes of the Commissioners Court of Polk County, Texas.

DATE: 2/12/08

APPROVED: [Signature]  
County Judge

As Commissioner of Precinct No.     , Polk County, Texas, I verify that I have inspected the road/s described within the Order and that said road/s have been constructed to and currently meet the minimum standards set out within the Polk County Subdivision Regulations, with the following exceptions which have been duly authorized by variance granted by the Commissioners Court of Polk County, Texas;  
Because of Age of Subdivision this Road has  
a 40' ROW

Date of variance: 2-12-08  
[Signature]  
Commissioner, Pct.     

ATTEST:  
[Signature]  
County Clerk, Polk County, Texas



IN THE COMMISSIONERS COURT OF  
POLK COUNTY, TEXAS

ACCEPTANCE FOR PUBLIC MAINTENANCE  
CERTAIN ROADS SET ASIDE IN FINAL  
PLAT OF THE Indian Hill #2 SUBDIVISION  
OF POLK COUNTY, TEXAS

BE IT REMEMBERED, that on the 9 day of Feb, 1966 the Commissioners Court of Polk County, Texas did approve and file of record in the Minutes of the Polk County Commissioners Court the final plat of Indian Hill No. 2 subdivision, approval of said Final Plat appearing of record in Vol. 218, Page 365-73 of the Minutes of the Commissioners Court of Polk County, Texas and

WHEREAS, a copy of said Final Plat of the Indian Hill #2 Subdivision was also filed of record in Vol. 2, Page 36, of the Deed Records of Polk County, Texas, and  
P/A+

WHEREAS, said Final Plat, as publicly recorded, contained a dedication of roads and streets within said Subdivision to the Public for purposes of ingress and egress into, upon and within said Subdivision, and

WHEREAS, the Commissioners Court of Polk County, Texas, in the exercise of discretion vested upon said Commissioners Court by Chapter 81 of the Texas Local Government Code, and Chapter 251 of the Texas Transportation Code, finds that the public interest would be served by the extension of public maintenance by Polk County, Texas to the following specifically named roads within the Indian Hill #2 Subdivision:

1. Greenbriar Drive (road name), beginning at a point of intersection with Post Oak Dr (Existing Road), and extending 765.6 feet to the N.W (direction), to a (a point of intersection with Deer Run (Existing Road) or a point of terminus.
2. (Repeat for each road to be accepted for maintenance.)

WHEREAS, it would be in the best interest of the citizens of Polk County to accept the dedication of the right-of-way described in the Final Plat of the Indian Hill #2 Subdivision, and

WHEREAS, the inclusion of the roads identified above into the Polk County transportation system would increase the convenience to the public, insure better transportation within the county, and generally contribute to the economic and social benefit of Polk County, Texas, and

WHEREAS, by way of this acceptance of said dedication, the public would acquire a public



interest by dedication in said road and right-of-way as of the 12 day of February, 2008, and Polk County, Texas would hereafter maintain such road or Street within the Indian Hill #2 Subdivision, until such time as the continued maintenance of said road should be formally discontinued by this Court.

THEREFORE, Be It Resolved, that the undersigned members of the Commissioners Court of Polk County, Texas, acting pursuant to authority vested in said court, do hereby accept the above and foregoing Dedication of a Public Interest in the above and foregoing road(s) or streets within, upon, and across the Indian Hill #2 Subdivision, said right-of-way being of such widths and dimensions as are set forth in the Final Plat of said Subdivision as filed of record as heretofore described, and that such Acceptance of Dedication is made on behalf of and as the act and deed of Polk County, Texas.

IT IS FURTHER Resolved and Ordered that the original Dedication, and this Resolution and Order of Acceptance of said Dedication, be filed in both the Minutes of the Commissioners Court of Polk County, Texas, as well as the Deed Records of Polk County, Texas, and that such filing shall serve as public evidence of the said dedication and acceptance by way of this Order.

IT IS FURTHER Resolved and Ordered that a map of the road described in this Order be prepared and inserted into the Polk County Road Map, as filed of record in the Minutes of the Commissioners Court of Polk County, Texas.

DATE: 2/12/08

APPROVED: [Signature]  
County Judge

As Commissioner of Precinct No.     , Polk County, Texas, I verify that I have inspected the road/s described within the Order and that said road/s have been constructed to and currently meet the minimum standards set out within the Polk County Subdivision Regulations, with the following exceptions which have been duly authorized by variance granted by the Commissioners Court of Polk County, Texas;

Because of the Age of the Subdivision this Road has a 40' ROW

Date of variance: 2-12-08

[Signature]  
Commissioner, Pct.

ATTEST:

[Signature]  
County Clerk, Polk County, Texas

