



POLK COUNTY COMMISSIONERS COURT

October 14, 2008

Polk County Courthouse, 3rd floor

10:00 A.M.

2008-114

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 COMMENTS.

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

3. INFORMATIONAL REPORTS.

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

- Record County Judge's Order appointing Emergency Management Coordinator.
- Receive architectural update from Hesters & Sanders pertaining to Judicial Center.

OLD BUSINESS

4. APPROVE MINUTES OF PREVIOUS MEETING/S: *(tabled from previous meeting)*

September 5th, 2008 (Emergency), September 9th, (Special), September 9th (Regular), September 19th (Emergency).

NEW BUSINESS

5. 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:
September 23rd, 2008 (Special), September 23rd, 2008 (Regular), September 30th (Special) and October 6th, (Special).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS #2008-22, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2008-22(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- ~~F.~~ CONSIDER ORDER OF ACCEPTANCE FOR PUBLIC MAINTENANCE OF CERTAIN ROADS SET ASIDE IN FINAL PLAT OF SOMERSET SUBDIVISION OF POLK COUNTY, TEXAS – PCT. 4; SOMERHILL MANOR DR., SOMER KNOLL CT., SOMER GLEN CT. AND AMBER DAWN CT.
- G. RATIFY TCDP DISASTER RECOVERY PROJECT CONTRACT DRS060071 “GENERATORS” CHANGE ORDER NO. 1, CHANGING CERTAIN GENERATORS AND LOCATIONS FOR THE CITY OF LIVINGSTON.
- H. CONSIDER APPROVAL OF ENGINEERING CONTRACT FOR FY2007-08 CDBG CONTRACT 728340, “SEWER PROJECT IN SHELTER COVE SUBDIVISION”, AS RECOMMENDED BY GRANT ADMINISTRATOR.
- I. RECEIVE AUDITOR’S MONTHLY REPORT.
- J. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES; (PCT. 1) LOTS 101-103, NATASHA HEIGHTS, CAUSE NO. T05-080; (PCT. 3) TRACT 6, 3.69 ACRES, HUNTERS PARADISE 32, CAUSE NO. T07-005; LOTS 59 & 60, DAMASCUS WOODS, CAUSE NO. T04-218; LOT 331, REILY’S VILLAGE #1 CAUSE NO. T07-0954.
- K. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR ONE PICKUP TRUCK (PCT. 1).
- ~~L.~~ CONSIDER ORDER OF ACCEPTANCE FOR PUBLIC MAINTENANCE OF VALLEY VIEW DRIVE, PCT. 1 – PENDING COMPLETION AND SUBMITTAL OF ACCEPTANCE FORM.

- M. CONSIDER APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG).
- N. CONSIDER RENEWAL OF ANNUAL FIREFIGHTING AGREEMENT WITH CITY OF LIVINGSTON FOR FY2009.
- O. CONSIDER APPROVAL OF RENEWAL AGREEMENT WITH INTEGRATED DATA SERVICES FOR COUNTY CLERK'S IMAGING SOFTWARE MAINTENANCE FOR FY2009.
- P. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH FORT BEND COUNTY AND ORANGE COUNTY RENEWING JAIL SERVICES AT THE IAH SECURE ADULT DETENTION FACILITY.
- Q. CONSIDER APPROVAL OF LETTER OF AGREEMENT WITH CONSTRUCTION CODE CONSULTANTS RENEWING SERVICES FOR THE PERFORMANCE OF LIFE SAFETY INSPECTIONS FOR ONE-YEAR TERM BEGINNING OCTOBER 1, 2008.
- R. CONSIDER APPROVAL OF AGREEMENT WITH TEXAS IMAGING SYSTEMS FOR ANNUAL MAINTENANCE OF CERTAIN COPIERS FOR FY2009.
- S. CONSIDER APPROVAL OF RENEWAL LEASE AGREEMENT WITH MOLLY LOCKE FOR OFFICE SPACE LOCATED IN THE M.G. REILY HUMANITARIAN BUILDING, CORRIGAN.
- T. CONSIDER APPROVAL OF ACCESS AGREEMENT TO PERFORM SOIL BORING AT JAIL PROJECT SITE.

- 6. SELECT COUNTY SICK LEAVE POOL COMMITTEE FOR FY2009 BY RANDOM DRAWING.
- 7. CONSIDER APPROVAL OF ORDER ADOPTING REGULATIONS APPLICABLE TO COUNTY-OWNED PARKS AND STRUCTURES.

RECESS

EXECUTIVE SESSION; As authorized by the Texas Open Meetings Act, as amended; Government Code §§ 551.072; Deliberations about Real Property.

RECONVENE

- 8. CONSIDER ANY/ALL NECESSARY ACTION REGARDING ACQUISITION OF PROPERTY FOR JAIL EXPANSION PROJECT.
- 9. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO PURCHASE OF PROPERTY FOR COUNTY MAINTENANCE FACILITY AND RECORDS STORAGE.

ADJOURN

By: John P. Thompson, County Judge

Posted: Thursday, October 9, 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, October 9, 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).

BARBARA MIDDLETON, COUNTY CLERK

BY:

Andrea Schmidt (Deputy)

FILED FOR RECORD

2008 OCT -9 PM 3: 58

Barbara Middleton
COUNTY CLERK, POLK CO.



October 14, 2008
Regular Session - 10:00 a.m.

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

ADDENDUM to Posting # 2008-114

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 October 14, 2008 at 10:00 A.M.

AMEND TO ADD:

- 10. **CONSIDER ANY/ALL NECESSARY ACTION REGARDING PUBLIC ASSISTANCE PILOT PROGRAM INFORMATION ACKNOWLEDGEMENT DR-1780-TX.**
- 11. **CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR SALE OF VEGETATIVE HURRICANE DEBRIS MATERIAL.**

Commissioners Court of Polk County, Texas

Dated: Friday, October 10, 2008

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum in the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Friday, October 10, 2008 and that said Addendum remained so posted continuously for at least 2 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 Andrea Schmidt, Deputy

FILED FOR RECORD

2008 OCT 10 PM 3:52

Barbara Middleton
COUNTY CLERK, POLK CO.

****AMENDED - MARCH 12, 2009
COMMISSIONERS COURT
AGENDA POSTING #2008 - 114**

BE IT REMEMBERED ON THIS THE 14th DAY OF OCTOBER, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE, 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 AND PASSED.

1. WELCOME AND CALL TO ORDER
 - INVOCATION WAS GIVEN BY ELDRIDGE STRIEDEL.
 - PLEDGES WERE LEAD BY JOE ROEDER.

2. PUBLIC COMMENTS:
 - A. JOE ROEDER OF PRECINCT#4, ASKED THE COURT FOR NEW PAINTING ON THE OUTSIDE THE COURTHOUSE AND ALONG THE CURBS FOR THE DISABLED PARKING SPACES.

3. INFORMATIONAL REPORTS:
 - A. STEPHANIE AND MARGIE OF THE AUDITOR'S OFFICE THANKED FOR DOING A GREAT JOB.
 - B. JUDGE THOMPSON ANNOUNCED THE APPOINTMENT OF REV. LARRY SHINE AS OUR NEW EMERGENCY MANAGEMENT COORDINATOR, AND TO RECEIVE & RECORD COUNTY JUDGE'S "ORDER" MAKING THE APPOINTMENT. (SEE ATTACHED)
 - C. COMMISSIONER WILLIS REPORTED HE IS GETTING MANY CALLS ABOUT MOSQUITO SPRAYING FOR OTHER PRECINCTS. HE SUGGESTED THEY CALL THEIR COMMISSIONER FOR THAT LOCATION, FOR THE FACT IS ALL COMMISSIONERS HAVE THE EQUIPMENT TO DO SO.
 - D. KENNETH HAMMACK, SHERIFF GAVE AN ACTIVITY REPORT FOR THE MONTH OF SEPTEMBER, 2008.
 - E. JEANETTE MONTGOMERY, HUMAN RESOURCES REPORTED THEY ARE STILL RECEIVING APPLICATIONS & HIRING MORE DEBRIS MONITORS NEEDED FOR THE HURRICANE IKE CLEAN-UP.
 - F. ZELL ROWLAND, REPRESENTATIVE OF CONTRACTING AGENCY GAVE A REPORT ON PICK-UP OF DEBRIS. HE SAID THEY ARE CERTAIN THEY WILL NEED AN ADDITIONAL SITE TO HAUL DEBRIS TO. THEY ARE FILLING THE FIRST THREE UP VERY FAST.

OLD BUSINESS

4. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, APPROVAL OF MINUTES FOR MEETINGS ON SEPTEMBER 5th (Emergency), SEPTEMBER 9th (Special), SEPTEMBER 9th (Regular), and SEPTEMBER 19th (Emergency). ALL VOTING YES.

5. **CONSENT AGENDA**

JUDGE THOMPSON NOTED THAT FOR **ITEMS F & L**, BOTH COMMISSIONERS HAVE SUBMITTED THE REQUIRED ACCEPTANCE FORMS, **ITEM N**, THE ANNUAL FIRE DEPARTMENT AGREEMENT WILL REFLECT AN INCREASE OF 10% OVER THE PREVIOUS YEAR, CONSISTENT WITH THE INCREASE BUDGETED FOR ALL VFD'S. **ITEM P**, TO STRIKE ORANGE COUNTY, OFF THE INTERLOCAL AGREEMENT WITH COUNTIES FOR RENEWING JAIL SERVICES FOR AT THE IAH SECURE ADULT DETENTION FACILITY, AND **DELETE ITEM (R)**.

MOTION

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ITEMS A THROUGH T, WITH EXCEPTIONS STATED ABOVE, OF TODAY'S CONSENT AGENDA, LISTED AS FOLLOWS;
ALL VOTING YES.

- A. APPROVE MINUTES OF PREVIOUS MEETINGS, September 23rd, 2008 (Special), September 23rd, 2008 (Regular), September 30th, 2008 (Special), and October 6th, 2008 (Special).
- B. APPROVAL OF BUDGET REVISIONS #2008-22, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVAL OF BUDGET AMENDMENTS #2008-22(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL & PAYMENT OF BILLS, BY SCHEDULES, INCLUDING AN ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
9/18/08	138.40	ACH 331 (FY2008)
9/19/08	32.38	ACH 332 (FY2008)
9/19/08	66.92	ACH 333 (FY2008)
9/19/08	885.75	ACH 334 (FY2008)
9/19/08	422,068.90	114, 115, 116 (FY2008)
9/19/08	5,046.24	213320 - 213331 (FY2008)
9/23/08	1,322,783.20	ACH 335 (FY2008)
9/26/08	28,210.77	21332 - 213360 (FY2008)
9/30/08	348,633.74	213361 - 213511 (FY2008)
9/30/08	28,753.66	ACH 336 (FY2008)
9/30/08	6,724.76	ACH 337 (FY2008)
9/30/08	20,441.37	ACH 338 (FY2008)
9/30/08	177,472.14	ACH 339 (FY2008)
9/30/08	69,020.22	ACH 340 (FY2008)
9/30/08	71,925.62	213512 - 213534 (FY2008)
9/30/08	7,764.69	213535 - 213547 (FY2008)
10/01/08	2,500,000.00	ACH 341 (FY2008)
10/01/08	38,574.00	117 (FY2008)
10/01/08	14,585.95	213548 - 3213552 (FY2008)
10/01/08	500.00	213553 (FY2008)
10/02/08	2,985.75	ACH 342 (FY2008)
10/02/08	50,930.80	ACH 343 (FY2008)
10/02/08	11,911.16	ACH 344 (FY2008)
10/02/08	38,212.51	ACH 345 (FY2008)
10/02/08	303,056.93	ACH 346 (FY2008)
10/02/08	9,747.59	213554 - 213558 (FY2008)
10/02/08	558.90	213559 (FY2008)
10/02/08	2,526.19	213560 - 213565 (FY2008)
10/02/08	3,054.23	ACH 347 (FY2008)
10/02/08	5,575.64	ACH 348 (FY2008)
10/02/08	160,025.11	ACH 349 (FY2008)
10/03/08	10,447.50	213566 - 213593 (FY2008)
10/03/08	11,336.85	213594 - 213597 (FY2009)
10/03/08	46,970.26	213598 & 213599 (FY2008)
10/07/08	1,405,276.40	ACH 350 (FY2009)

10/07/08	16,615.36	213600 (FY2009)
10/07/08	51,114.03	213601 - 213609 (FY2008)
10/07/08	59,734.91	213610 - 213663 (FY2008)
10/14/08	Addendum	\$ 43,060.00 To appear on future schedule
TOTAL	\$ 7,253,708.83	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. APPROVE "ORDER" OF ACCEPTANCE FOR PUBLIC MAINTENANCE OF CERTAIN ROADS SET ASIDE IN FINAL PLAT OF SOMERSET SUBDIVISION OF POLK COUNTY, TEXAS, PCT #4; SOMERHILL MANOR DR., SOMER KNOLL CT., SOMER GLEN CT. AND AMBER DAWN CT. (SEE ATTACHED)
- G. APPROVAL TO RATIFY TCDP DISASTER RECOVERY PROJECT CONTRACT DRS060071 "GENERATORS" CHANGE ORDER NO.1, CHANGING CERTAIN GENERATORS AND LOCATIONS FOR THE CITY OF LIVINGSTON. (SEE ATTACHED)
- H. APPROVAL OF ENGINEERING CONTRACT FOR FY2007-08 CDBG CONTRACT 728340, "SEWER PROJECT IN SHELTER COVE SUBDIVISION" AS RECOMMENDED BY GRANT ADMINISTRATOR. (SEE ATTACHED)
- I. RECEIVE COUNTY AUDITOR'S MONTHLY REPORT.
- J. ACCEPT OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES;
PRECINCT #1, LOTS 101 - 103, OF NATASHA HEIGHT, CAUSE NO.T05-080;
PRECINCT #3, TRACT 6, 3.69 ACRES, IN HUNTER'S PARADISE 32, CAUSE NO. T07-005, LOTS 59 &60, IN DAMASCUS WOODS, CAUSE NO. T04-218, & LOT 331, IN REILY'S VILLAGE #1, CAUSE NO.T07-0954.
- K. APPROVAL TO ADVERTISE FOR BIDS FOR ONE PICKUP (PCT #1).
- L. APPROVE "ORDER" OF ACCEPTANCE FOR PUBLIC MAINTENANCE OF VALLEY VIEW DRIVE, PRECINCT #1, (SEE ATTACHED)
- M. APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG). (SEE ATTACHED)
- N. APPROVE RENEWAL OF ANNUAL FIREFIGHTING AGREEMENT WITH THE CITY OF LIVINGSTON FOR FY2009. (SEE ATTACHED)
- O. APPROVE RENEWAL AGREEMENT WITH INTEGRATED DATA SEVICES FOR COUNTY CLERK'S IMAGING SOFTWARE MAINTENANCE FOR FY2009. (SEE ATTACHED)
- P. APPROVE INTERLOCAL AGREEMENT WITH FORT BEND COUNTY, RENEWING JAIL SERVICES AT THE IAH SECURE ADULT DETENTION FACILITY. (SEE ATTACHED)
- Q. APPROVE LETTER OF AGREEMENT WITH CONSTRUCTION CODE CONSULTANTS RENEWING SERVICES FOR THE PERFORMANCE OF LIFE SAFETY INSPECTIONS FOR ONE YEAR TERM, BEGINNING OCTOBER 1, 2008. (SEE ATTACHED)
- R. DELETED.
- S. APPROVAL OF RENEWAL LEASE AGREEMENT WITH MOLLY LOCKE FOR OFFICE SPACE LOCATED IN THE M.G. REILY HUMANITARIAN BUILDING , CORRIGAN. (SEE ATTACHED)
- T. APPROVE OF ACCESS AGREEMENT TO PERFORM SOIL BORING AT JAIL PROJECT SITE. (SEE ATTACHED)

6. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO SELECT COUNTY SICK LEAVE POOL COMMITTEE FOR FY2009 BY RANDOM DRAWING, ROAD & BRIDGE DEPT. PCT #1, BRENDA HAMBRICK, TAX OFFICE - BRANDI JOHNSON, COUNTY CLERK'S OFFICE- CAROL BAILEY, DISTRICT ATTORNEY OFFICE, MARK JONES, & COUNTY JAIL - JERRY STUBBS.
ALL VOTING YES.

10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, APPROVAL TO PARTICIPATE IN "PILOT PROGRAM" OF F.E.M.A. EXPLAINED BY REPRESENTATIVE RICHARD GRIFFIN. THE COUNTY DEBRIS FROM HURRICANE IKE WILL BE MEASURED BY CUBIC YARD. & F.E.M.A. WILL PAY \$1.15 PER CUBIC YARD. IF THE COUNTY SELLS THE DEBRIS TO A CHIPPING COMPANY, FEMA WILL TAKE YOUR PROFIT OFF THE TOP OF WHAT FEMA WILL PAY FOR DEBRIS REMOVAL & CLEANUP.
ALL VOTING YES. (SEE ATTACHED)

11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL TO ADVERTISE FOR BIDS FOR SALE OF VEGETATIVE HURRICANE DEBRIS MATERIAL. ALL BIDDERS MUST PROVIDE A PERFORMANCE BOND OF 25% OF MILLION DOLLARS.
ALL VOTING YES.

7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL OF "ORDER" ADOPTING REGULATIONS APPLICABLE TO COUNTY OWNED PARKS AND STRUCTURES.
ALL VOTING YES. (SEE ATTACHED)

3. INFORMATIONAL REPORTS:
G. JEAN HESTER WITH HESTERS & SANDERS ARCHITECTURE OF LUFKIN, REPORTED ON THE JUDICIAL CENTER PROJECT AND WILL BE MEETING NEXT WITH THE CITY OF LIVINGSTON CONCERNING THE ROAD EASEMENT ON MILL ST. & JACKSON ST. FOR PARKING ACCESS TO THE BUILDING.

RECESS AT 10:35 A.M. (BREAK)

EXECUTICE SESSION - 10:44 A.M.

- As authorized by the Texas Open Meetings Act, as amended; Government Code § 551.072; Deliberations about Real Property.

EXECUTIVE SESSION ENDED AT 11:04 A.M.

RECONVENE INTO OPEN SESSION AT 11:04 A.M.

8. NO ACTION NEEDED.
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO DELETE ITEM #8 "CONSIDER ANY/ALL ACTION REGARDING ACQUISITION OF PROPERTY FOR JAIL EXPANSION PROJECT."
ALL VOTING YES.

9. JAY BURKS, MAINTANCE ENGINEER GAVE A PROJECT PROPOSAL TO PURCHASE A LARGE WAREHOUSE WITH ACREAGE ON ALLIE BEAN DRIVE, FOR MOVING THE MAINTENANCE SHOP FROM LEGGETT, PLUS OFFER MOST NEEDED CLIMATE CONTROL STORAGE, AND NEXT YEAR MOVE THE ANIMAL SHELTER AT BACK.
MOTION #1
MOTIONED BY BOB WILLIS , TO TABLE THIS ITEM FOR CONSIDERATION UNTIL HE HAS TIME TO STUDY THE PROPOSITION FURTHER.

JUDGE THOMPSON CALLED FOR A SECOND, ONCE. HE CALLED FOR A SECOND TWICE, CALLED FOR A SECOND THREE TIMES. MOTION DIED FOR LACK OF A SECOND.

MOTION#2

MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, APPROVAL TO MOVE AHEAD ON THE PURCHASE OF PROPERTY ON ALLIE BEAN DRIVE FOR COUNTY MAINTENANCE FACILITY AND RECORDS STORAGE, TO ENTER INTO AN EARNEST MONEY CONTRACT WITH OWNERS, AND AUTHORIZE JUDGE THOMPSON TO SIGN ALL DOCUMENTS, FINANCING THROUGH THE REIMBURSEMENT RESOLUTION, FY2009.
ALL VOTING YES.

ADJOURN

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 14th DAY OF OCTOBER, 2008 AT 11:22 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST 
BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2008\OCT 14.2008.wpd

#3
HESTERS and SANDERS ARCHITECTURE

516 E. Denman
Lufkin, Texas 75901
PH: (936) 639-9330
FAX: (936) 639-9334



October 28, 2008

City of Livingston, Texas
200 West Church Street
Livingston, TX 77351-3281

RE: Polk County Judicial Center

On behalf of Polk County, our firm of Hesters and Sanders Architecture would like ask the City Council to make a resolution for the development of the proposed Polk County Judicial Center:

1. Allow the designed encroachments shown on the Sheet titled "Polk County Courthouse Improvements - Traffic Plan" listed as Exhibit "A". These encroachments which house the accessible ramps to the site along with seasonal plantings will be maintained by the Polk County Commissioners.
2. We request that all traffic along Mill Street be rerouted and restriped to be one way in the easterly direction for the purpose of safety.

We request that Council grants these resolutions for the benefit of both vehicular and pedestrian access to the new Polk County Judicial Center.

Sincerely,

Hesters and Sanders Architecture

#3



Polk County, Texas

ORDER

Appointing Emergency Management Coordinator for Polk County, Texas

WHEREAS, GOVERNMENT CODE CHAPTER 418. EMERGENCY MANAGEMENT, Section 418.1015(c) provides that the County Judge, as Emergency Management Director for Polk County, Texas may designate a person to serve as emergency management coordinator and that said emergency management coordinator shall serve as an assistant to the emergency management director for emergency management purposes; and,

WHEREAS, the resignation of Kenneth Hambrick from the position of Polk County Emergency Management Coordinator was received on Monday, September 29, 2008, effective Tuesday, September 30, 2008 at 5:00 p.m. and the resulting vacancy shall be filled by appointment of the County Judge as Emergency Management Director for Polk County, Texas;

NOW, THEREFORE BE IT RESOLVED THAT:

That I, John P. Thompson, as County Judge and Emergency Management Director for Polk County, Texas do hereby appoint Larry Shine as Emergency Management Coordinator for Polk County, Texas effective 5:01 p.m. on Tuesday, September 30, 2008.

BE IT FURTHER ORDERED that the compensation for said position is hereby set at the currently budgeted amount for FY2009 (\$38,319.50 annually).

APPROVED and ORDERED on this the 29th day of September, 2008.

John P. Thompson

John P. Thompson
County Judge / Emergency Management Dir.
Polk County, Texas

ATTEST:

Barbara Middleton

County Clerk



Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

FILED FOR RECORD
2008 SEP 29 PM 3:47

Item 3 (P.)

Polk County Sheriff's Office September Totals 2008

Total Phone Calls Logged	23,926
Total Radio Calls Logged	26,008
Total Miles Patroled	96,406
Calls Dispatched to Field Deputies	1,430
Alarm Calls	155
Funeral Escorts	18
Number of Units Used on Funerals	36
Number of Hours Spent on Funerals	6.5
Total Offence Reports Filed	288
Total Mental Commitments	5
Total Sheriff's Office Sales	0
Total Traffic Warnings Served	34
Total Citations Issued	7
Total Bond Processed and/or Approved	119
Total Warrants Served	149
Total Mental Transports	5
Total Livestock Calls	53
Total Hours Spent on Mental Standby	15.5
Total Civil Papers Received	114
Total Civil Papers Served	84
Total Civil Papers Returned	24
Illegal Dumping	8
Juvenile Transports	1
Building Checks	656
Extra Patrols	2,260
Total Writs Served	2
Sex Offenders Registered	31

Sheriff's Monthly 911 Reports	2,634
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Sheriff's Monthly Jail Reports	
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Total Inmates Booked In County Jail	239
Inmates Released	239
Total Females Booked-In	67
Total Males Booked-In	172
Daily Inmate Average	97.42
Average Book-Ins Per Day	7.97
Total Food Cost	\$11,262.62
Total Meals Served	8,768
Cost Per Meal	\$1.28
Total Inmates Transported to TDC	14
Total Inmates Transported to Boot Camp	0

Total Inmates Transported to State Jail	4
Total Inmates Transported to SAPF	6
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	15
Total Inmates Days Housed Outside	1,185
Cost of Inmates Days Housed Outside	\$39,315.00

Sheriff's Office Warrants Officers Report
--

Misdemeanors Served	120
Misdemeanors Recalled	28
Felonies Served	45
Felonies Recalled	1
Letters Mailed	103
Letters Mailed on other Agencies	42

#558B

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00

THE PRECEDING LIST OF AMENDMENTS HAS REVIEWED AND APPROVED.

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Handwritten signature]

3

#2008-22
10/14/08

258222

COUNTY

09/23/2008 09:48:58

REPORT OF GENERAL LEDGER AMENDMENTS

GE1125 PAGE

1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 010-497-427	TRAVEL/TRAINING	09/11/2008	2K8R22	2,500.00	2,300.00	200.00-	PER REVISION	SD
2008 010-497-315	OFFICE SUPPLIES	09/11/2008	2K8R22	4,625.00	4,825.00	200.00	PER REVISION	SD
2008 010-497-315	OFFICE SUPPLIES	09/22/2008	2K8R22	4,825.00	4,817.00	8.00-	PER REVISION	SD
2008 010-497-427	TRAVEL/TRAINING	09/22/2008	2K8R22	2,300.00	2,308.00	8.00	PER REVISION	SD
2008 010-456-427	TRAVEL/TRAINING	09/22/2008	2K8R22	1,000.00	399.77	600.23-	PER REVISION	SD
2008 010-456-315	OFFICE SUPPLIES	09/22/2008	2K8R22	2,000.00	2,600.23	600.23	PER REVISION	SD
2008 010-511-335	BEST CONTROL	09/22/2008	2K8R22	6,000.00	5,180.00	820.00-	PER REVISION	SD
2008 010-691-490	MISCELLANEOUS	09/22/2008	2K8R22	5,000.00	5,820.00	820.00	PER REVISION	SD
2008 010-665-315	OFFICE SUPPLIES	09/22/2008	2K8R22	2,000.00	1,500.00	500.00-	PER REVISION	SD
2008 010-665-426	CEA FAM. TRAVEL FUN	09/22/2008	2K8R22	2,500.00	3,000.00	500.00	PER REVISION	SD
2008 010-560-454	VEHICLE REPAIR	09/23/2008	2K8R22	35,000.00	33,000.00	2,000.00-	PER REVISION	SD
2008 010-560-393	LAW ENFORCEMENT SU	09/23/2008	2K8R22	37,117.86	39,117.86	2,000.00	PER REVISION	SD
2008 010-560-450	REIMB INS VEHICLE	09/23/2008	2K8R22	15,641.75	13,288.75	2,353.00-	PER REVISION	SD
2008 010-560-393	LAW ENFORCEMENT SU	09/23/2008	2K8R22	39,117.86	41,470.86	2,353.00	PER REVISION	SD
			TOTAL AMENDMENTS	14	TOTAL CHANGES	.00		

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	138.40
	TOTAL OF ALL FUNDS	138.40

*Act 331
FY 2008*

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

RAY STELLY
asst COUNTY AUDITOR
JOHN P. THOMPSON
COUNTY JUDGE

Euphemia Dale
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	32.38
TOTAL OF ALL FUNDS	32.38

*ACH 332
FY 2008*

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

RAY STELLY

Asst COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Elephance Dole

John P. Thompson

ACH 333
FY 2008

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	66.92
TOTAL OF ALL FUNDS	66.92

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

RAY STELLY
Cost COUNTY AUDITOR Stephanie Dale
 JOHN P. THOMPSON John P. Thompson
 COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	808.12
027	SECURITY	77.63

	TOTAL OF ALL FUNDS	885.75

ACH 334
FY 2008

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

RAY STELLY
Cissl COUNTY AUDITOR

Edmund De

JOHN P. THOMPSON
COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

~~010 GENERAL FUND~~

~~1.00~~

035 GRANT FUND

422,068.90

TOTAL OF ALL FUNDS

~~422,069.90~~

\$ 422,068.90

FY 2008

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie N. Cairns

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,912.47
015	ROAD & BRIDGE ADM	1,133.77
	TOTAL OF ALL FUNDS	5,046.24

FY 2008

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

RAY STELLY

Asst

COUNTY AUDITOR

Charles J. Giamonte
John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

ACH 335
FY 2008

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,322,783.20
TOTAL OF ALL FUNDS	1,322,783.20

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

RAY STELLY
 Asst. COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

Debra Dole
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	24,728.08
015	ROAD & BRIDGE ADM	559.16
034	FEMA DISASTER FUNDS	755.53
051	AGING	1,653.04
090	DRUG FORFEITURE FUND	514.96
TOTAL OF ALL FUNDS		28,210.77

FY 2008

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

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1482

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	159,885.25
011	HOTEL OCCUPANCY TAX FUND	3,200.00
013	JP JUSTICE COURT TECHNOLOGY	1,369.00
015	ROAD & BRIDGE ADM	49,692.78
019	JUDICIAL CENTER CONSTRUCTION F	94,553.38
020	CONSTRUCTION FUND	36,278.00
027	SECURITY	23.27
034	FEMA DISASTER FUNDS	3,084.26
040	LAW LIBRARY FUND	409.20
048	DISTRICT ATTY SPECIAL FUND	40.00
088	JUDICIARY FUND	98.60
TOTAL OF ALL FUNDS		348,633.74

FY 2008

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

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	28,753.66
TOTAL OF ALL FUNDS	28,753.66

*ACH 336
FY 2008*

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

Asst

RAY STELLY

COUNTY AUDITOR

Ray Stelly

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1484

ACT 337
FY 2008

FUND	DESCRIPTION	DISBURSEMENTS
034	FEMA DISASTER FUNDS	6,724.76
	TOTAL OF ALL FUNDS	6,724.76

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie H. Cignoni

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 338
FY 2008

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	20,441.37
TOTAL OF ALL FUNDS	20,441.37

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

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

FUND DESCRIPTION	DISBURSEMENTS
034 FEMA DISASTER FUNDS	177,472.14

TOTAL OF ALL FUNDS	177,472.14

*Acct 339
FY 2008*

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

<i>Asst</i>	RAY STELLY	
	COUNTY AUDITOR	<i>[Signature]</i>
	JOHN P. THOMPSON	<i>[Signature]</i>
	COUNTY JUDGE	_____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	69,020.22

TOTAL OF ALL FUNDS	69,020.22

ACH 340
FY 2008

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

ASST

RAY STELLY

COUNTY AUDITOR

Therese N. Ainsworth

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1488

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,575.04
015	ROAD & BRIDGE ADM	2,778.89
034	FEMA DISASTER FUNDS	67,571.69
TOTAL OF ALL FUNDS		71,925.62

FY 2008

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

ASST
 RAY STELLY
 COUNTY AUDITOR Margie A. Ainsworth
 JOHN P. THOMPSON John P. Thompson
 COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,764.69
	TOTAL OF ALL FUNDS	7,764.69

FY
F-2008

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

RAY STELLY

Asst

COUNTY AUDITOR

Chargin Account

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1490

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,500,000.00

TOTAL OF ALL FUNDS	2,500,000.00

AC 11341
FY 2008

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

RAY STELLY

Ass

COUNTY AUDITOR

Margie N. Ciampone

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
035 GRANT FUND	38,574.00

TOTAL OF ALL FUNDS	38,574.00

Fy 2008

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie Naimowich

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	14,585.95
TOTAL OF ALL FUNDS	14,585.95

FY 2008

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

Asst
RAY STELLY
COUNTY AUDITOR Margie N. Anagnost
JOHN P. THOMPSON John P. Thompson
COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	500.00

TOTAL OF ALL FUNDS	500.00

FY 2008

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie N. Ainsworth

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1494

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	2,200.70
185	CCAP - JUVENILE PROBATION	785.05
TOTAL OF ALL FUNDS		2,985.75

ACH 342
FY 2008

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

RAY STELLY
COUNTY AUDITOR

Stelly

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	31,077.84
015	ROAD & BRIDGE ADM	60.42
021	ROAD & BRIDGE #1	1,294.24
022	ROAD & BRIDGE #2	1,522.38
023	ROAD & BRIDGE #3	1,833.90
024	ROAD & BRIDGE #4	1,701.34
027	SECURITY	168.52
034	FEMA DISASTER FUNDS	5,993.48
051	AGING	576.70
101	ADULT SUPERVISION	4,408.42
185	CCAP - JUVENILE PROBATION	2,293.56
TOTAL OF ALL FUNDS		50,930.80

ACIT 34-3
FY 2008

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

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,268.12
015	ROAD & BRIDGE ADM	14.12
021	ROAD & BRIDGE #1	302.72
022	ROAD & BRIDGE #2	356.06
023	ROAD & BRIDGE #3	428.92
024	ROAD & BRIDGE #4	397.94
027	SECURITY	39.40
034	FEMA DISASTER FUNDS	1,401.66
051	AGING	134.88
101	ADULT SUPERVISION	1,030.96
185	CCAP - JUVENILE PROBATION	536.38
TOTAL OF ALL FUNDS		11,911.16

*ACIT 344
FY 2008*

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

RAY STELLY
Asst. COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

[Signature]

[Signature]

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,666.46
015	ROAD & BRIDGE ADM	1.11
021	ROAD & BRIDGE #1	908.50
022	ROAD & BRIDGE #2	1,143.21
023	ROAD & BRIDGE #3	1,092.17
024	ROAD & BRIDGE #4	1,363.78
027	SECURITY	136.68
034	FEMA DISASTER FUNDS	4,626.27
051	AGING	300.36
101	ADULT SUPERVISION	3,184.47
185	CCAP - JUVENILE PROBATION	1,789.50
TOTAL OF ALL FUNDS		38,212.51

*Act 345
FY 2008*

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

	RAY STELLY	_____
<i>Asst.</i>	COUNTY AUDITOR	<i>Dale</i>
	JOHN P. THOMPSON	<i>John P. Thompson</i>
	COUNTY JUDGE	_____

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	184,611.33
015	ROAD & BRIDGE ADM	414.71
021	ROAD & BRIDGE #1	7,731.55
022	ROAD & BRIDGE #2	8,804.71
023	ROAD & BRIDGE #3	11,011.66
024	ROAD & BRIDGE #4	10,153.03
027	SECURITY	962.26
034	FEMA DISASTER FUNDS	38,135.31
051	AGING	3,641.25
101	ADULT SUPERVISION	24,618.68
185	CCAP - JUVENILE PROBATION	12,972.44
TOTAL OF ALL FUNDS		303,056.93

AC 14 346
FY 2008

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

Asst. RAY STELLY
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

Stelly

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,749.85
015	ROAD & BRIDGE ADM	1,116.27
027	SECURITY	17.66
051	AGING	127.70
185	CCAP - JUVENILE PROBATION	736.11
TOTAL OF ALL FUNDS		9,747.59

FY 2008

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

RAY STELLY

Asst.

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

[Signature]

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1500

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	279.40
015	ROAD & BRIDGE ADM	272.50
185	CCAP - JUVENILE PROBATION	7.00
TOTAL OF ALL FUNDS		558.90

FY 2008

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

RAY STELLY
COUNTY AUDITOR
JOHN P. THOMPSON
COUNTY JUDGE

Ray Stelly
John P. Thompson

SCHEDULE OF BILLS BY FUND

*Fy
2008*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,123.69
021	ROAD & BRIDGE #1	100.00
023	ROAD & BRIDGE #3	175.00
024	ROAD & BRIDGE #4	45.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	22.50
TOTAL OF ALL FUNDS		2,526.19

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

RAY STELLY
Asst COUNTY AUDITOR *Alphonse De*
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,615.93
021	ROAD & BRIDGE #1	92.31
022	ROAD & BRIDGE #2	246.00
023	ROAD & BRIDGE #3	99.99
TOTAL OF ALL FUNDS		3,054.23

Act 347
FY 2008

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

asst. RAY STELLY _____
 COUNTY AUDITOR *[Signature]* _____
 JOHN P. THOMPSON *[Signature]* _____
 COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

ACH 348
FY 2008

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	366.73
101 ADULT SUPERVISION	5,208.91

TOTAL OF ALL FUNDS	5,575.64

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

Asst
 RAY STELLY
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

[Signature]

[Signature]

Correct to
 101 - instead of
 010.

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	79,739.11
015	ROAD & BRIDGE ADM	19,398.65
027	SECURITY	450.78
034	FEMA DISASTER FUNDS	40,038.64
051	AGING	1,594.04
101	ADULT SUPERVISION	12,757.45
185	CCAP - JUVENILE PROBATION	6,046.44
TOTAL OF ALL FUNDS		160,025.11

ACH 349

FY 2008

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

SCHEDULE OF BILLS BY FUND

VOL.

54 PAGE 1505

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,862.86
015	ROAD & BRIDGE ADM	1,793.95
027	SECURITY	69.53
048	DISTRICT ATTY SPECIAL FUND	583.08
101	ADULT SUPERVISION	138.08
TOTAL OF ALL FUNDS		10,447.50

FY 2008

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie H. Andrews

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FY
2009

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	10,941.90
013	JP JUSTICE COURT TECHNOLOGY	69.95
015	ROAD & BRIDGE ADM	80.50
027	SECURITY	80.00
040	LAW LIBRARY FUND	50.50
093	CO CLERK RECORDS MGMT FUND	114.00
TOTAL OF ALL FUNDS		11,336.85

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. King

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	24,438.16
015	ROAD & BRIDGE ADM	14,251.79
027	SECURITY	38.71
034	FEMA DISASTER FUNDS	6,732.32
051	AGING	389.85
101	ADULT SUPERVISION	532.32
185	CCAP - JUVENILE PROBATION	587.11
TOTAL OF ALL FUNDS		46,970.26

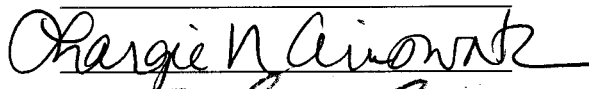
FY 2008

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

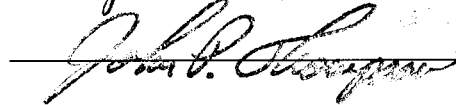
RAY STELLY

Asst

COUNTY AUDITOR



JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,405,276.40

TOTAL OF ALL FUNDS	1,405,276.40

ACH 350
FY 2009

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie A. Cignoni

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FY 2009

FUND DESCRIPTION	DISBURSEMENTS
022 ROAD & BRIDGE #2	16,615.36

TOTAL OF ALL FUNDS	16,615.36

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

RAY STELLY

ASST

COUNTY AUDITOR

Ray Stelly
John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,955.50
034	FEMA DISASTER FUNDS	47,158.53
TOTAL OF ALL FUNDS		51,114.03

Fy 2008

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

RAY STELLY

COUNTY AUDITOR

[Handwritten Signature]

Ass^t

JOHN P. THOMPSON

[Handwritten Signature]

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,745.70
015	ROAD & BRIDGE ADM	28,389.21
093	CO CLERK RECORDS MGMT FUND	1,600.00
TOTAL OF ALL FUNDS		59,734.91

FY 2008

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

RAY STELLY

Asst

COUNTY AUDITOR

Chargie N. Amowitz

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

ADDENDUM
SCHEDULE OF BILLS FY 2009
OCTOBER 14, 2008

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
BOUNDS CHEVROLET, INC	WARRENTY FOR VEHICLE	R&B#2	022-622-571	\$ 1,650.00
COLBY CONSTRUCTION CO	ROAD MATERIALS FY 2008	R&B#4	017-624-339	\$ 41,410.00
TOTALS				<u>\$ 43,060.00</u>

John P. Stangor

September 24, 2008 - October 14, 2008

COPY #5(E)

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	DEMEKA DENAY HARRELL	JAIL	1055 CORRECTIONS OFFICER	LABOR POOL	14/(01) \$11.60/HR	SEPARATION EFFECTIVE 09/30/2008
(2)	KENNETH F. HAMBRICK	EMERG.	1231 EMERGENCY MANAGEMENT COORDINATOR	REGULAR FULL TIME	23/02 \$38,319.50	RESIGNATION EFFECTIVE 09/30/2008
(3)	DONALD HILL	EMERG.	DEBRIS MONITOR DISASTER	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	EMERGENCY NEW HIRE EFFECTIVE 09/29/2008
(4)	GUY FREDERICK RASBERRY	R&B	115 FOREMAN	REGULAR FULL TIME	20/05 \$35,618.47	INITIATE CELL PHONE ALLOWANCE OF \$840.00/YR EFFECTIVE 09/29/2008
(5)	CALVIN WILLIAM RAYMOND	MAINT.	806 ASST. MAINTENANCE TECHNICIAN	REGULAR FULL TIME	12/01 \$21,915.88	EMERGENCY NEW HIRE EFFECTIVE 09/29/2008
(6)	BRENDA GOKEY HAMBRICK	R&B	902 OFFICE MANAGER	REGULAR FULL TIME	17/10 \$34,762.05	INITIATE CELL PHONE ALLOWANCE OF \$840.00/YR EFFECTIVE 09/29/2008
(7)	EULA MAE CHERRY	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL	12/(01)	TRANSFER & RECLASSIFICATION TO REGULAR PART-TIME, JP#1, #102, SECRETARY I, \$10.54/HR EFFECTIVE 10/15/2008
(8)	LAWRENCE FRANCIS SHINE	EMERG.	1231 EMERGENCY MANAGEMENT COORDINATOR	REGULAR FULL TIME	23/02 \$38,319.50	NEW HIRE EFFECTIVE 09/30/2008
(9)	WILLIAM CARL RICHARDSON	R&B	108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL TIME	16/01 \$26,593.08	MERIT INCREASE TO 16/03, \$27,932.61/YR EFFECTIVE 09/29/2008
(10)	KAYLA PUCKETT PITTS	R&B	103 SECRETARY II	REGULAR FULL TIME	14/01 \$24,133.60	MERIT INCREASE TO 14/03, \$25,341.38/YR EFFECTIVE 09/29/2008
(11)	JEROD SCOTT MUNSON	R&B	113 R&B MAINTENANCE WORKER	LABOR POOL	12/(01) \$10.54/HR	MERIT INCREASE TO 12/(02), \$10.79/HOUR EFFECTIVE 09/29/2008
(12)	ROBIN JEANNETTE ORUM	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL	14/(01) \$11.60/HR	NEW HIRE EFFECTIVE 10/20/2008
(13)	D.L. SCHOMER	EMERG.	DEBRIS MONITOR DISASTER	TEMPORARY LABOR POOL	12/(01) \$10.54/HR	EMERGENCY NEW HIRE EFFECTIVE 10/10/2008
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						

IN THE COMMISSIONERS COURT OF
POLK COUNTY, TEXAS

COPY

ACCEPTANCE FOR PUBLIC MAINTENANCE
CERTAIN ROADS SET ASIDE IN FINAL
PLAT OF THE SOMERSET SUBDIVISION
OF POLK COUNTY, TEXAS

BE IT REMEMBERED, that on the 12th day of August, 2008, 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 Somerset subdivision, approval of said Final Plat appearing of record in Vol. pending, Page pending of the Minutes of the Commissioners Court of Polk County, Texas and

WHEREAS, a copy of said Final Plat of the Somerset Subdivision was also filed of record in Vol. 12, Page 43, of the Deed Records of Polk County, Texas, and

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 Somerset Subdivision:

1. Somerhill Manor Drive, beginning at a point of intersection with State Highway 146 South, and extending 846.100 feet to the East, to Platted Property Line.
2. Somer Knoll CT, beginning at a point of intersection with Somerhill Manor DR, and extending 479.220 feet to the South East, to a point of terminus.
3. Somer Glen CT, beginning at a point of intersection with Somerhill Manor DR, and extending 471.534 feet to the North, to a point of terminus.
4. Amber Dawn CT, beginning at a point of intersection with Somerhill Manor DR, and extending 326.619 feet to the North, to a point of terminus.

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 Somerset 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 12th day of August, 2008, and Polk County, Texas would hereafter maintain such road or Street within the Somerset 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 Somerset 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: 10/14/08

APPROVED: *John P. Thompson*
County Judge

As Commissioner of Precinct No. 4 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;

Date of variance: _____

Jay Owens
Commissioner, Pct. 4

ATTEST
Barbara Middleton
County Clerk, Polk County, Texas

COPY

#5 (4)

**Attachment 11-T:
Change Order Approval Request Form**

To: Owner (Contractor Locality): (Name & Address) Polk County 101 W. Church Street, Suite 300 Livingston, Texas 77351 Phone #: (936) 327-6813	Contract For: 2006 TCDP Disaster Recovery Project	Date 9/9/08 <hr/> Project No. GL - 367019
Contractor: (Name & Address) Waukesha-Pearce Industries 13010 FM 1392 Terrell, Texas 75160 Agreement Date: March 11, 2008 Phone #: (972) 524-0912	Engineer: (Name & Address) Goodwin-Lasiter, Inc. 1609 S. Chestnut, Suite 202 Lufkin, Texas 75901 Phone #: (936) 637-4900 Engineer's Project No. 203021	TCDP Contract No. ORCA # DRS 060071 <hr/> Change Order No. One (1)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes-Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
A.8.	Return 130 kW NG Generator (SG130)	\$ 23,250.00	
A.8.	Re-Stocking Fee + Freight		\$ 5,100.00
A.8.	100 kW Diesel Generator (SD100)		\$ 25,404.00

Change in Contract Price		Change in Contract Time	
Original Contract Price:	\$390,818.00	Original Contract Time:	180 days
Previous Change Order No. 1 to No.	N/A	Net Change From Previous Change Orders	0 days
Contract Price Prior to this Change Order	\$390,818.00	Contract Time Prior to this Change Order	180 days
Net Increase/Decrease of this Change Order	\$ 7,254.00	Net Increase/Decrease of this Change Order	N/C days
Contract Price With all Approved Change Orders	\$398,072.00	Contract Time With all Approved Change Orders	180 days

JUSTIFICATION FOR CHANGE

Contractor Locality Name: Polk County
--

Contract No.: DRS 060071

Change Order No. One (1)

1. Necessity for change/impact on low/moderate income and overall project beneficiaries:

Change location of generator installation.

2. Is proposed change an alternate bid? Yes No
3. Will proposed change alter the physical size of the project?
If "yes", explain. Yes No
4. Effect of this change on other prime contractors: None
5. Has consent of surety been obtained? Yes No
6. Will this change affect expiration or extent of
insurance coverage? Yes No
If "Yes", will the policies be extended? Yes No
7. Effect on operation and maintenance costs: none
8. Effect of this change is substantial in the nature,
magnitude, or extent of the project including adding
new activities not anticipated in the original scope of
work/cost estimate. Yes No

JUSTIFICATION FOR CHANGE

Contractor Locality Name: Polk County
Contract No.: DRS 060071
Change Order No. One (1)

- 9. Effect of this change has created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction. Yes No
- 10. Effect of this change has created an alternative not considered in the original Environmental Assessment. Yes No
- 11. Effect of this change and the Texas Commission on Environmental Quality (TCEQ) clearance is still valid. N/A Yes No
- 12. Effect of this change and the TCEQ permit approval is still valid (sewer projects only) N/A Yes No
- 13. Effect of this change and the handicapped access requirements/approval is still valid (if applicable). N/A Yes No
- 14. Effect of this change and other ORCA contractual special condition clearance are still valid Yes No

(Specify):

RECOMMENDED:

Name of Firm: Goodwin-Lasiter, Inc.
 Name of Engineer: Jimmy Owens, P.E.
 Signature: *Jimmy Owens*

APPROVED:

Name of Construction Contractor: Waukesha-Pearce Industries
 Name of Authorized Representative: DAN B. TOBE
 Signature: *Dan B. Tobe*

APPROVED:

Name of Owner
 (Contractor Locality): Polk County
 Name of Chief
 Elected Official: Judge John Thompson
 Signature: *John Thompson*

#5 (H)

VOL. 54 PAGE 1519
COPY

ENGINEERING CONTRACT

PART I

AGREEMENT

THIS AGREEMENT, entered into this 14th day of October, 2008 by and between the County of Polk, hereinafter called the "Locality", acting herein by John P. Thompson, County Judge, Hereunto duly authorized, and Klotz Associates, Inc. hereinafter called "Firm", acting herein by James Flournoy, Regional Manager.

WHEREAS, the County of Polk desires to implement a FY-2007 Sewer Improvements Project under the general direction of the Texas Community Development Program; and whereas the Locality desire to engage Klotz Associates, Inc. to render certain services in connection with its FY-2007 Sewer Improvements Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by references into this Agreement.

2. Time of Performance

The services of the firm shall commence on August 25, 2008. In any event, all the services required and performed hereunder shall be completed no later than June 21, 2010.

3. Access to Information

It is agreed that all information, data reports, and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Locality and its agencies. No charge will be made to the Firm for such information, and the Locality and its agencies will cooperate with the Firm in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 35,000. Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Exhibit B - Payment Schedule of this Contract.

5. Indemnification

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, Worker's Compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case that one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and writing to be attached to and incorporated into this Agreement.
- f. A time schedule (Exhibit A) will be furnished by the Firm. It will include a specified listing of activities and time frames in which they will be completed. Said Schedule shall be attached to and made a part of this Contract.
- g. The project "contract person" or "lead man" for the engineering firm is James Flournoy, Regional Manager.
- h. The Locality's contact person, in regard to all matters concerning this Contract, shall be John P. Thompson, County Judge or his / her official designee.

- i. Special Provisions to this Contract for Professional Services Federal Requirements Part IV. Where there is a conflict between any provision in the Contract and said Attachment, the Attachment shall always govern.
- j. The Engineer shall receive and maintain a copy of the final project Record Drawing(s) engineering schematic(s), as constructed using Funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disk (CD), which are compatible with computer systems owned or readily available to the Engineer. The digital copy provided shall not include a digital representation of the Engineer's seal but the accompanying documentation from the Engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal be provided to the Engineer. In addition, complete documentation as to the data and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by the Engineer in written form. The Engineer shall provide the office upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Office. If requested by the office, the Engineer shall ensure that the CD copy of all electronic files and other data provided to the office are properly identified. Specifically, the CD label shall show the Engineer's name, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereto set their hands and seals.

CLIENT: COUNTY OF POLK

FIRM: KLOTZ ASSOCIATES, INC.

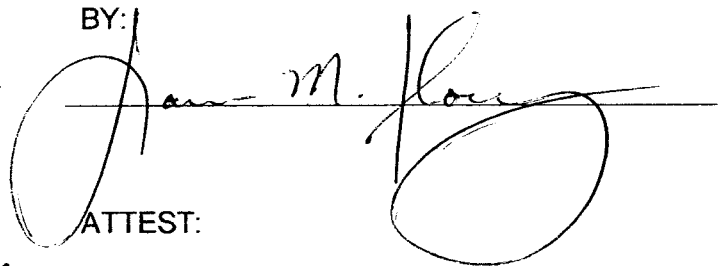
John P. Thompson, County Judge

James Flournoy, Regional Manager

BY:



BY:



ATTEST:



ATTEST:



PART II

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the implementation of the project: *(These are not in order of performance.)*

SCOPE OF SERVICES

1. Attend preliminary conference with the Locality regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and, if applicable, furnish to the Locality:
 - (a) Name and address of property owners;
 - (b) Legal description of parcels to be acquired;
 - (c) Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface exploration; laboratory testing and inspecting of samples or materials; other special consultation. The Engineer will review any tests required and act as the Locality's representative in connection with any such services.
4. Prepare and acquire railroad/highway permits.
5. The Firm shall portray existing utilities in plan as shown by respective utility companies in the project area. The Engineer shall show locations of existing infrastructures on the construction plans according to record information, as applicable.
6. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 60 days of contract execution. Does not include Special Reports such as USDA/TWDB, etc.
7. Furnish the Locality five (5) copies of the preliminary report. (One copy of said report shall be furnished to the Grant Administrator.)

8. Submit detailed drawings and plan/specifications to appropriate regulatory agency(ies) and obtain clearance, including TCEQ approval.
9. Prepare bid packet/contract documents/advertisements for bids. (Bid package shall be furnished by the Locality's Grant Consultant.)
10. Incorporate any and all wage-rate modifications or supersede as via bid addendum (if applicable).
11. Conduct bid opening and prepare minutes.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Jointly, with Grant Administrator, conduct pre-construction conference and prepare copy of report/minutes. The Firm shall prepare the Construction Contracts and have them executed.
14. Issue Start of Construction Notice and Notice to Proceed to construction contractor and Grant Administrator.
15. Provide deductive alternatives in all proposed construction bids, where feasible, so that the lowest responsible base bid for construction not exceeding the funds available can be selected.
16. Design facilities to be used by the public for access by persons with disabilities in accordance with Public Law 504, where applicable.
17. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have Office of Rural Community Affairs (ORCA) approval.
18. Make periodic visits to the site to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract.
19. Consult with and advise the Locality during construction; issue to contractors all instructions required by the Locality; prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; and provide price analysis for change orders; process and submit change orders to Grant Administrator for approval prior to execution by Locality.
20. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
21. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, based on such observations and review, that the work has progressed to the point

indicated and that the quality of work is in accordance with the plans, specifications and contract documents.

22. Require that a 10% retainage be withheld from all payment on construction contracts until final acceptance by the Locality and approval by Office of Rural Community Affairs (ORCA), unless State or local law provides otherwise.
23. Prepare Certificate of Construction Completion.
24. Conduct interim/final inspections.
25. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "record drawings" plans.

CONSTRUCTION SUBCONTRACTS

Engineer shall meet the following provisions through the Construction Documents, except as shall be the responsibility of the Grant Administrator.

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of the subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Locality.
4. The Engineer will include, in all contracts and subcontracts of amounts in excess of \$100,000.00, a provision which required compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating facilities. The provisions shall require reporting of violations to Office of Rural Community Affairs (ORCA) and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts, other than for small purchases (less than \$25,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

6. The Engineer will include in all contracts and subcontracts in excess of \$25,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contract and subcontracts in excess of \$25,000 provisions requiring compliance with the following:
 - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - b. Executive Order 11246—Equal Employment Opportunity.
 - c. Copeland Anti-Kickback Act.
 - d. Davis-Bacon Act.
 - e. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - f. A provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - g. Section 3 of the Housing and Urban Development Act of 1969.
 - h. Title VI of the Civil Rights Act of 1964.
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Under this Contract, a certification shall be provided and received from each proposed subcontractor and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, ORCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.
5. Additional Services outside the Scope of this Contract may only be provided by the Engineer with the written approval of the Locality. Said request shall include an estimate for said services represented as a fixed fee with a cost breakdown for time and effort.
6. If Locality shall request resident inspection (observation), the Engineer shall furnish said services at a cost of \$800.00 per day, not to exceed \$ 16,000 . All Inspection Services required as a result of the Construction Contractor's failure to perform, shall be billed by the Locality to said Contractor as liquidated damages, unless approved in writing by the Locality.

The "not-to-exceed" price shown above is calculated at the per day cost times the estimated construction time of 20 working days.

PART III
EXHIBIT A
TIME SCHEDULE*
PROFESSIONAL ENGINEERING SERVICES

The following are estimated completion dates for the project based on a start date of September 8, 2008.

1. Completion of Preliminary Engineering	<u>October 3, 2008</u>
2. Completion of Design Survey	<u>September 30, 2008</u>
Approval of Plans and Specifications	<u>November 3, 2008</u>
3. Completion of Bid Advertisement and Contract Award	<u>January 5, 2009</u>
4. Completion of Construction Staking	<u>Not Applicable</u>
5. Construction Commencing	<u>January 19, 2009</u>
6. Completion of final inspection and acceptance by the Locality and submittal of Record Drawings	<u>May 30, 2009</u>

- * This time schedule is predicated on the receipt of the executed Agreement by the Engineering firm by September 5, 2008.

Upon completion and approval of the construction plans, we will coordinate with the Locality and its Grant Administrator as to the best time to bid in order to obtain the most favorable bids. The timing assumes that if the Locality procures loan funds, these will not require additional engineering or environmental requirements (as with USDA/TWDB, etc.).


The estimated construction time frame is based on consecutive calendar days.

PART III
EXHIBIT B
PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentages for the maximum contract amount: Each item can be billed based on a percentage of work completed:

	(\$) Column
1. Completion of Preliminary Engineering Study	<u>10%</u>
2. Completion of Design Survey	<u>10%</u>
3. Approval of Plans & Specifications / Permitting	<u>50%</u>
4. Completion of bid advertisement and contract award	<u>15%</u>
5. Completion of construction staking	<u>Not Applicable</u>
6. Construction	<u>10%</u>
7. Completion of final inspection and acceptance by the Locality and submittal of As Built Plans to Locality	<u>5%</u>
Totaling	100%

Refer to following page for breakdown in Engineering Cost Letter.

klotz  associates

2716 S. Medford
 Lufkin, Texas 75901
 T 936.634.4934 F 936.634.8620
 lufkin.office@klotz.com

September 2, 2008

Honorable John Thompson
 Polk County Courthouse
 101 Church Street
 Livingston, Texas 77351

Re: Engineering Cost Letter
 FY-2007 Sewer Improvements Project
 Polk County, Texas

Dear Judge Thompson:

Klotz Associates appreciates the opportunity to provide the engineering services associated with the FY-2007 Sewer Improvements Project for the Memorial Point Utility District, located in Polk County.

The target area for this important project is Summit Drive, Little John Drive and FM 3277 of the Shelter Cove neighborhood in Livingston, Texas, which is serviced by the Memorial Point Utility District. The proposed scope of work is to install approximately four thousand linear feet (4,000 LF) of six-inch (6") and eight-inch (8") sewer line, fifty linear feet (50 LF) of fourteen-inch (14") steel casing by boring, tie-in to the exiting lift station, service connections, fourteen (14) manholes, two hundred fifty square yards (250 SY) of pavement repair, and clearing and grubbing.

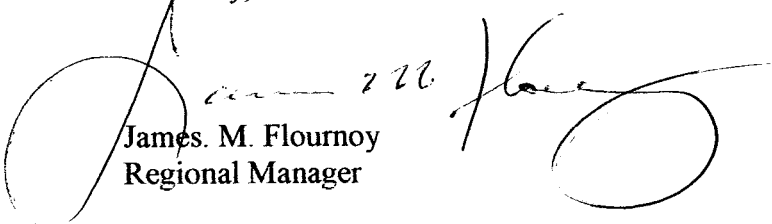
The scope of our services and associated costs for each task is as follows:

Preliminary Engineering	\$ 3,500
Design Surveying	\$ 3,500
Plans & Specifications / Permitting	\$17,500
Bidding, Advertising & Contract Award	\$ 5,250
Construction Phase	\$ 3,500
Final Inspection/As-Built "Record Drawings"	<u>\$ 1,750</u>

TOTAL \$35,000

Should you have any questions, please contact me at 936-634-4934.

Sincerely,


 James M. Flourney
 Regional Manager

ATTACHMENT A
PART IV
TERMS & CONDITIONS

**PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL
SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such times as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel
 - a. The Firm represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any

work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the firm under this contract are confidential, and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
9. Copyright. No reports, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeships. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. Section 3" Compliance in the Provision of Training, Employment & Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor

organization or workers= representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c. In the event of the contractor=s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor=s obligation under the law to take affirmative action to employ and advance in employment qualified

handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.
 17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions of responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
 18. Interest of Firm and Employees. The Firm covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

#5(L)

34 FEB 15 35
COPY

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 8 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. 2, Page 36 of the Minutes of the Commissioners Court of Polk County, Texas and

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

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. Valley View Dr (road name), beginning at a point of intersection with _____ (Existing Road), and extending 1570 feet to the _____ (direction), to a (a point of intersection with _____ (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 14 day of OCT, 2008, and Polk County, Texas would hereafter maintain such road or Street within the Indian Hill 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 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: 10-14-08

APPROVED: John P. Stearns
County Judge

As Commissioner of Precinct No. 1, 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; less than 60' ROW ROW = 40'

Date of variance: 10-14-08
B. Walsh
Commissioner, Pct. 1

ATTEST:
Barbara Middleton
County Clerk, Polk County, Texas

#5(M)

COMMISSIONERS COURT AGENDA
OCTOBER 14, 2008

COPY

COMMISSIONERS COURT					
REQUEST APPROVAL OF THE FOLLOWING CHANGES TO THE MSAG.					
STREET	PCT	CTY	ROAD	LOW HIGH MILEAGE	COMMENTS
ATLANTIS	1		F	100 217	0.117 ADD STREET TO MSAG

#5(CN)

04-1538

COPY

STATE OF TEXAS §

COUNTY OF POLK § KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Livingston, Texas, for and in consideration of the sum of Thirty Four Thousand and One Hundred Dollars (\$37,510.00) per year paid and to be paid to the City of Livingston, Texas by the County of Polk, Texas, has agreed and does by these presents agree that the LIVINGSTON VOLUNTEER FIRE DEPARTMENT shall, at the request of the County of Polk, be available for firefighting purposes outside the Corporate Limits of the City of Livingston but within the boundaries of the said County of Polk.

This agreement shall be effective from October 1, 2008 through September 30, 2009.

COUNTY OF POLK, TEXAS:

CITY OF LIVINGSTON, TEXAS:

BY: [Signature]
County Judge

BY: [Signature]
Mayor

[Signature]
Precinct 1 Commissioner

[Signature]
Precinct 2 Commissioner

Absent
Precinct 3 Commissioner

[Signature]
Precinct 4 Commissioner

#5(a.)

COPY

Maintenance Agreement

This agreement is made and entered into on this the 14th day of October, 20 08. By and between Integrated Data Services, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Polk County, hereinafter referred to as "Buyer", with its principal place of business in Livingston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from October 1, 20 08 through September 30 20 09 and applies to the AS/400 (IBM i) based Imaging and indexing application software currently in use in the County Clerk's Office. This agreement does not include hardware support of any nature, nor support for any non-AS/400 based Imaging package.
2. During the term of this contract, Seller agrees
 - a. To correct any errors found in the software system.
 - b. To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
 - c. To provide the Buyer telephone support to assist in the productive use of the software systems.
 - d. To provide bimonthly on-site One-day visits including travel expenses.
 - e. To provide up to ten (10) hours of off-site contract coding during the month. This is in addition to the on-site visits. Unused hours may not be accumulated.
3. In consideration of the above mentioned services, Buyer will pay the sum of \$800 per month. Such fee shall be paid by the first (1st) day of each month. Fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.
4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered

Integrated Data Services

By: David W. Wilder
David W. Wilder, President

Polk County County Clerk

By: John P. Kaupps
Polk County Judge

By: Barbara Middleton
Polk County Clerk

#5(9.)

COPY

COUNTY OF FORT BEND §
§
§

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This agreement is entered into by and between the County of Fort Bend, Texas, hereinafter called "County" and the County of Polk, Texas, hereinafter called "Contractor".

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the County and the Contractor are local governments as defined in the Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and the Contractor specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT

ARTICLE I

TERM AND EFFECTIVE DATE

- 1.01 **TERM**: This Agreement shall be effective beginning **October 1, 2008** and shall be effective through **September 30, 2009**.
- 1.02 **RENEWAL**: This Agreement may be renewed annually by mutual agreement of the parties. In the event the parties seek to renew this Agreement at the end of any term, the per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.
- 1.03 **TERMINATION**: This Agreement shall terminate on September 30, 2009. Additionally, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- 1.04 This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by the Contractor impracticable or impossible, such as

severe damage or destruction of the Contractor's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any County's inmates.

ARTICLE II DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for County to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, and national origin; to-wit:

- 2.01 **PURPOSE**: Contractor warrants that the services and the facilities provided for detention of inmates meets the requirement of the Texas Commission on Jail Standards and other applicable Texas State and Federal Law as applicable to prison facilities.
- 2.02 **HOUSING AND CARE OF INMATES**: Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Contractor will provide, as set out herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed.
- 2.03 **MEDICAL SERVICES**: The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for medical services, other than routine medical services included in the per-day rate.
- 2.04 **OFF-SITE SERVICES**: The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist County to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.
- 2.05 Contractor has the authority to arrange for the off-site provider to bill County for the costs of hospitalization and/or medical care. In the event direct billing is unavailable, County shall reimburse Contractor in accordance with the terms of this Agreement.
- 2.06 **MEDICAL RECORDS**: County agrees to provide Contractor with a copy of each inmate's medical, dental and mental health record for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time each inmate is returned.
- 2.07 **MEDICAL INVOICES**: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor

- shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.08 **INMATE MEDICAL REPORT**: Upon request from County, Contractor will provide an inmate report of health care provided.
- 2.09 **FACILITY INSPECTION**: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to County upon request.
- 2.10 **TRANSPORTATION AND OFF-SITE SECURITY**: Contractor is solely responsible for the transportation of inmates between the County Jail and Contractor Facility. Contractor agrees to provide ambulance and other transportation for inmates to and from local off-site medical facilities and will invoice County in accordance with Section 2.07 above.
- 2.11 **COURT APPEARANCES**: Contractor shall be responsible for the transportation of County inmates to/from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances.
- 2.12 **TRANSPORTATION TO TDCJ**: Contractor is responsible for the transport of County inmates to the Texas Department of Criminal Justice, Institutional Division, as part of the services covered by the per day rate.
- 2.13 **GUARD SERVICE**: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$15 per hour/per guard.
- 2.14 **SPECIAL PROGRAMS**: The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement to the provision of special programs.
- 2.15 **LOCATION AND OPERATION OF FACILITY**: Contractor shall provide the detention services described herein at the Polk County IAH Secure Detention Facility, Livingston, Texas, operated by CiviGenics Texas, Inc.
- 2.16 **ADMITTING AND RELEASING**: Contractor shall be responsible for the admitting and releasing of inmates placed in Contractor's facility. Contractor will maintain records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.
- 2.17 **RETURN OF INMATES TO COUNTY**: Upon demand by County, Contractor will relinquish to County physical custody of any inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 30 calendar days, or unless a different time is agreed upon by both parties.
- 2.18 **RECOURSE**: County's recourse for failure of Contractor to furnish services under this Agreement will be the right to make proportionate reduction in the fee to be paid. The proportionate reduction will be determined by mutual agreement of the County and Contractor Sheriff, or their designees.

ARTICLE III FINANCIAL PROVISIONS

- 3.01 **PER DIEM RATE**: The per diem rate for detention services under this Agreement is forty nine dollars (\$49.00) per man-day. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that County may not be billed for two calendar days when an inmate is admitted one evening and removed the

following morning. In that situation, Contractor will bill for the day of arrival, but not for the day of departure.

- 3.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to County, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Polk County, Texas and will be remitted to:

Polk County Auditor
602 East Church, Suite 108
Livingston, Texas 77351

Amounts which are not timely paid in accordance with the above procedure will bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which will be a contractual obligation of County under this Agreement. County further agrees that Contractor will be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this agreement.

ARTICLE IV
ACCEPTANCE OF IMATES

- 4.01 **COMPLIANCE WITH LAW:** Nothing herein will create any obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Contractor's Sheriff determines that a condition exists at Contractor's facility necessitating the removal of County inmates, or any specified number thereof, County shall, upon notice by Contractor's Sheriff to County Sheriff, immediately remove said inmates from the facility. County will make every effort to remove any inmate within eight (8) hours of notice from Contractor.
- 4.02 **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of County eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County jail and pursuant to the custody assessment system in place at Contractor's facility.
- 4.03 All inmates proposed by County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirement set forth above. Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor reserves the right to demand that County remove that inmate and replace said inmate an appropriate inmate of County.
- 4.04 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to

Contractor facility, and County shall cooperate with and provide information requested regarding any inmate by Contractor's Sheriff. Contractor reserves the right to refuse acceptance of any inmate of County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor's Sheriff. Inmates may also be required to be removed from Contractor's facility when their classification changes for any purpose, including long-term medical segregation.

- 4.05 **INMATE SENTENCES:** Contractor will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of County. It will be the responsibility of County to notify Contractor of any discharge date for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of County only when such release is specifically requested in writing by County Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Contractor to return inmates to the County jail shortly before the discharge date and for County to discharge the inmate from the County jail. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising there from. County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V
MISCELLANEOUS

- 5.01 **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 5.02 **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Polk County, Texas
John P. Thompson, County Judge
101 West Church, Suite 300
Livingston, Texas 77351

To County: Fort Bend County
Robert E. Hebert, County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Copy to: Fort Bend County
Attn: Milton Wright, Sheriff
1410 Ransom Road
Richmond, Texas 77469

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners courts of the respective parties hereto.
- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 **REPRESENTATION:** Contractor understands and agrees that Polk County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of Fort Bend County.
- 5.06 **INDEPENDENT CONTRACTOR RELATIONSHIP:** Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.
- 5.07 **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 5.08 **LIABILITY:** This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.
- 5.09 **CHOICE OF LAW AND VENUE:** Any legal proceeding against County regarding this Agreement shall be brought in the State of Texas, Fort Bend County. Any legal proceeding against Contractor regarding this Agreement shall be brought in the State of Texas, Polk County.
- 5.10 **APPROVALS:** This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- 5.11 **FUNDING SOURCE:** County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County Auditor below certifies that there are sufficient funds from current revenues available to County to meet its obligations under this Agreement.

The remainder of this page was intentionally left blank.

ARTICLE VI.
EXECUTION

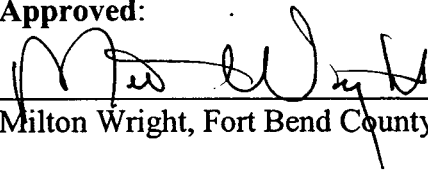
IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY, TEXAS:

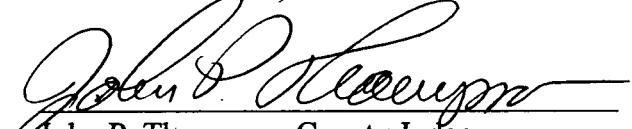
Robert E. Hebert, Fort Bend County Judge
Date: _____

ATTEST:

Dianne Wilson, County Clerk

Approved:

Milton Wright, Fort Bend County Sheriff

POLK COUNTY, TEXAS:


John P. Thompson, County Judge
Date: 10/14/08

ATTEST:

Polk County Clerk

Approved:

Polk County Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Ed Sturdivant, Fort Bend County Auditor

MER/nh:Polk County Jail.Agr.3357- (09/08/08)

#5 (@)

COPY

CONSTRUCTION CODE CONSULTANTS, L L C.



1296 East FM 942 ♦ Livingston, Texas 77351
Phone 936-635-1022 ♦ Office Phone 936-635-9768
Fax 936-398-9620
E-mail: constructioncodeconsultants@yahoo.com
Website: www.constructioncodeconsultants.com

October 1, 2008

Mr. Jay Barbee
Polk County Fire Marshall
602 E. Church St., Suite 505
Livingston, Texas 77351

RE: Life Safety Code Plan Reviews & Inspections – October 1, 2008 through September 30, 2009

Dear Jay,

Thank you for the opportunity to submit this proposal for plan review and inspection services to the County. Ensuring the "safe, sound and sanitary" construction of buildings is one of the most important services that a government entity can provide to their citizens. The Life Safety Code is a great tool in accomplishing this goal and a thorough plan review and inspection is crucial to ensuring that the Life Safety Code is followed.

I would like to propose the following fees for providing these services:

	Plan review	Inspection
Under \$50,000	\$ 0.00	\$ 50.00
\$50,000 to \$100,000	75.00	75.00
\$100,000 to \$500,000	100.00	85.00
\$500,000 to \$1,000,000	200.00	100.00
\$1,000,000 to \$5,000,000	300.00	200.00
Over \$5,000,000	"call for fees"	

The above fees are based on one (1) final inspection. If additional inspections are required, they will be billed as an inspection based on the permit amount.

Thank you for the opportunity to submit this proposal, and I look forward to serving the County and its citizens. If you have any questions, please call me at (936) 635-1022.

Sincerely,

Beauford Chapman, CBO

John P. Thompson
County Judge
Polk County, Texas

Approved by Commissioners Court: October 14, 2008

#5 (s.) 10/14/08



COPY

JOHN P. THOMPSON
COUNTY JUDGE

Tuesday, October 14, 2008

Molly Locke
2390 Hwy. 59 North
Corrigan, Texas 75939

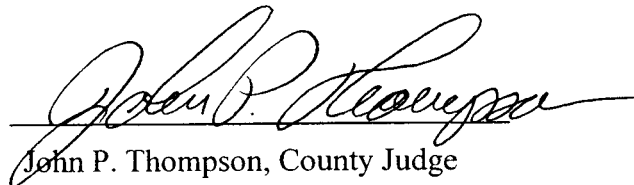
Dear Molly:

In today's regularly scheduled meeting, Polk County Commissioners Court approved the renewal of your lease agreement for office space in the County building at 103 Hospital Street in Corrigan, Texas.

The Court renewed the existing agreement, under the same terms and conditions, for a period of one (1) year, commencing October 1, 2008 and ending September 30, 2009.

If this renewal meets with your approval, please sign in the space provided below, keep a copy for your records and return the original in the pre-addressed envelope provided. This letter shall serve as an addendum to and become a part of your original agreement.

Sincerely,



John P. Thompson, County Judge
Polk County, Texas (Lessor)
Date: October 14, 2008

Molly Locke (Lessee)
Date:

#567

54 PAGE 1549
COPY

Terracon

ACCESS AGREEMENT

Date: 9/2/08

DEFINITIONS

The property to which access is granted is: Polk County Jail ("Property").

The Legal Owner(s) of the Property or person/entity with legal authority to grant access to the Property is: _____ ("Grantor").

The services to be conducted on the Property are generally described as follows: Soil Borings ("Services").

The entity granted access for the purposes of performing the Services is Terracon Consultants, Inc., which shall include its employees, agents, and subcontractors ("Grantee").

The Services are performed for the benefit of _____ ("Client"), pursuant to the Agreement for Services between Terracon and Client, date and reference number 9/2/08 and P93-G092-08.

AGREEMENTS

By its signature below, Grantor represents it has authority to, and does, grant access to the Property to Grantee for the purpose of performing the Services. Grantor agrees that:

- Grantee may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water, and other samples, and perform other actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Services.
- Grantee may use large truck or track-mounted equipment in the performance of the Services, which is normal and customary in the performance of these kinds of services, and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface ("Surface Marks"), but Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.
- Grantor will not interfere with any of the activities of Grantee or undertake any actions regarding the use of Property that would endanger the health, safety, or welfare of the Grantee employees, agents, or subcontractors, or damage their equipment, materials, or property.

By its signature below, Grantee agrees:

- That upon completion of Services and activities authorized by this Access Agreement, Grantee will remove all material and equipment utilized by Grantee from the Property, with the exception of ground markers that may be placed on the premises to designate sampling areas,
- Grantee will remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, if acceptable to Grantor.
- Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use.

The Services and field activities authorized under this Access Agreement may begin after signature of Grantor. Access is granted until Services are completed, which should not exceed 45 days following commencement of Services, except for period of access necessary for monitoring equipment, if applicable, after which time all rights of access given by Grantor shall cease.

SIGNATURES

Grantor: Polk County, Tx.
 By: [Signature] Date: 10/14/08
 Name/Title: John P. Thompson County Judge
 Address: 101 W. Church Ste 300
Livingston Tx 77351
 Phone: (936) 327-6813 Fax: (936) 327-6891

Terracon Consultants, Inc. :
 By: [Signature] Date: 9/2/08
 Name/Title: William V. Jacobs, P.E./Principal
 Address: 1609 S. Chestnut, Suite 107
Lufkin, Texas 75901
 Phone: 936.634.5044 Fax: 936.634.8177



COPY

ORDER

OF THE POLK COUNTY COMMISSIONERS COURT ADOPTING

REGULATIONS APPLICABLE TO COUNTY-OWNED PARKS AND STRUCTURES

ARTICLE I. NOISE

Section A. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings given to them in this section, except where the context clearly indicates a different meaning:

- (1) *Commercial property* means real property which does not fall within the definition of residential property, as that term is defined by this section.
- (2) *dB(A)* means the intensity of a sound expressed in decibels read from a calibrated sound level meter utilizing the A-level weighting scale and the slow meter response, as specified by the American National Standards Institute.
- (3) *Emergency ground vehicle* means a police car, ambulance, fire truck, first responder vehicle or other similar equipment intended for operation by authorized emergency personnel.
- (4) *Large event venue* means any large-scale park, complex, arena, amphitheatre and such other, specific county facilities as may be designated as "large event venues" by the commissioner's court.
- (5) *Obscenity* means any material that lacks serious scientific, literary, artistic, or political value; material that is patently offensive; and material that, given the contemporary morals of the community, appeals to a prurient interest in sex.
- (6) *Person* means any individual, association, partnership, corporation, or any other commercial or charitable entity organized under the laws of the State of Texas, whether operated for profit or not.
- (7) *Property line* means the line along the ground surface, and its vertical extension, which separates the real property owned, leased or occupied by one person from that owned, occupied or leased by another person and the imaginary line which represents the legal limits of property of any person who owns, leases or otherwise occupies adjacent property.
- (8) *Residential property* means real property which is used for single-family or multi-family residential purposes and which is not actually used for another purpose, or real property upon which there exists a single-family residence or multi-family residence which is not actually used for another purpose, or real property upon which there exists a single-family or multi-family residence. In the case of an apartment building or other multi-family residential structure, each unit of occupancy may be considered a separate residential property. The term residential property does not include a hotel, motel or other similar accommodations not intended or generally utilized for long-term occupancy.
- (9) *Sound amplification device* means a speaker, amplifier or other mechanism from which amplified sound emanates.

- (10) *Sound nuisance* means any sound which unreasonably annoys, disturbs, injures or endangers the peace, comfort, repose, health or safety of a reasonable person of ordinary tastes and sensitivities, regardless of whether or not such a reasonable person's peace, comfort, health, repose or safety is actually annoyed, disturbed, injured or endangered.

Section B. General Prohibition.

- (1) It shall be unlawful for any person to make, cause, allow or permit a sound nuisance in any county owned park or structure.
- (2) The acts enumerated in this article, among others, are declared to be per se sound nuisances in violation of this article, but such enumerations are illustrative only, and are in no way intended to be the exclusive ways by which this article may be violated.
- (3) An offense under this section is a class "C" misdemeanor, punishable by a fine not to exceed \$500 per violation.

Section C. Prima Facie Evidence of a Sound Nuisance.

- (1) Nothing in this article shall be deemed to require the use of noise decibel (dB(A)) evidence in any prosecution instituted under this article; provided, however, that an activity or sound source which produces a sound that exceeds the following dB(A) levels when measured upon a receiving property shall be prima facie evidence of a sound nuisance:
 - (a) Sixty-five dB(A) between the hours of 7:00 a.m. and 10:00 p.m.; and
 - (b) Fifty-eight dB(A) between the hours of 10:00 p.m. and 7:00 a.m.
- (2) Unless a differing point of reception is specified, all measurements shall be taken at or near the nearest property line of the property where the sound is being received.

Section D. Noisy vehicles; noises from motor vehicle radios, portable stereos or other devices; obscenity.

- (1) The use of any automobile, motorcycle, or other vehicle so out of repair, loaded or modified in such a manner so as to create a loud and unreasonable grating, grinding, rattling noise, or any other loud and unreasonable sound on or around a county owned park or structure is hereby prohibited and declared to be unlawful. The operation by drivers of diesel powered trucks and equipment of any compression-braking device, including, but not limited to, those devices commonly known as "Jake Brakes" shall be deemed a violation of this section.
- (2) It shall be unlawful for any person to play, use or operate, or permit to be played, used or operated, any radio, television set, musical instrument, bullhorn, phonograph, tape player or other machine or device for the producing or reproducing of sound on or around a county owned park, building or structure in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing of persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device in such a manner as to be plainly audible at a distance of fifty (50) feet from the building, structure, vehicle, or source from which is being operated shall be prima facie evidence of a sound nuisance.

- (3) Although not required to be proved in a prosecution under this article, evidence that a motor vehicle sound source produces a sound that exceeds the dB(A) levels established by section C when measured a or near fifteen (15) feet from the nearest external point on a vehicle shall be prima facie evidence of a sound nuisance.
- (4) The county having a strong interest in the moral fortitude of its citizenry, it shall be unlawful for any person to use, play, say, or permit to be used or played or said, whether spoken live or recorded, any material that is obscene.
- (5) An offense under this section is a class "C" misdemeanor, punishable by a fine not to exceed \$500 per violation.

Section E. Defenses.

The following defenses shall apply to any offense established under this article:

- (1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger or attempted crime.
- (2) The sound was produced by an authorized emergency ground vehicle.
- (3) The sound was produced by emergency work necessary to restore public utilities or to restore property to a safe condition, or to protect persons or property from imminent danger arising out of fire, accident, natural disaster, or the like.
- (4) The sound was produced by a street sweeper or other equipment used for public street maintenance.
- (5) The sound was generated:
 - (a) At a lawfully scheduled, county-sanctioned and permitted event;
 - (b) By the spectators and participants along a pre-determined route during a permitted parade;
 - (c) By the spectators and participants of any county-sanctioned and permitted outdoor event, fun run, race, festival, fiesta or concert; or
 - (d) By a governmental entity.
- (6) The sound was produced between 7:00 a.m. and 9:00 p.m. by the erection, excavation, construction, demolition, alteration or repair of a building or other structure, or the operation of tools and/or equipment used in any such activity.
- (7) The sound was produced between 7:00 a.m. and 9:00 p.m. by the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any similar device used for the maintenance or upkeep of the property on which it was used.
- (8) The sound was produced by railroad equipment in operation on railroad rights-of-way.
- (9) The sound was produced by church bells or church chimes when used a part of a religious observance or service.

Section F. Separate Offenses; No Culpable Mental State Required.

- (1) Each and every violation of a section or subsection under this article shall be treated as a separate and distinct offense.
- (2) Any violation under this article for which a penalty is not prescribed shall be a class "C" misdemeanor, punishable by a fine not to exceed \$500.
- (3) In the prosecution of any offense under this article, it shall not be necessary to prove a culpable mental state, unless a specific culpable mental state is prescribed by the section or subsection defining the offense to be proved. Therefore, every offense under this article shall be a "strict liability offense" unless specifically made otherwise by the applicable section or subsection.

ARTICLE II. ALCOHOLIC BEVERAGES; GLASS CONTAINERS.**Section A. Possession and Consumption; Areas Where Prohibited.**

- (1) Except as may be otherwise provided under this article, no person shall possess or consume any alcoholic beverage, including, but not limited to, beer, wine, liquor, wine cooler, daiquiri or any other substance known as an alcoholic beverage, regardless of the alcohol content of said beverage, at or on any county-owned property, including a county-owned park or structure, whether or not there are signs posted which prohibit said possession or consumption.
- (2) Any person who violated this section shall be guilty of a class "C" misdemeanor.

Section B. Glass Containers Prohibited.

- (1) No person shall possess any beverage, alcoholic or otherwise, in a glass bottle, jar or other glass container, while on or in a county-owned park or structure.
- (2) Any person who violates this section shall be subject to a fine not to exceed \$200 per violation.

ARTICLE III. HOURS OF OPERATION.**Section A. Commissioner's Court May Regulate.**

- (1) The commissioner's court hereby regulates the hours of operation and the hours any county-owned park or structure is open to the members of the public.
- (2) The hours of operation listed under this article are applicable to county-owned parks, buildings or structures for which the commissioner's court has not specifically set different hours of operation.
- (3) The commissioner's court may, from time to time, by resolution or other joint action of the court as may be deemed necessary, change or modify the hours generally applicable to county-owned parks or structures, or change or modify the specific hours applicable to individual county-owned properties.

Section B. Hours.

- (1) The general hours of operation for county parks and structures shall be from 7:00 a.m. to 9:00 p.m. each day of the week.
- (2) The commissioner's court is hereby authorized to place gates or other obstacles at each entrance to specific county-owned parks or structures, together with a sign notifying the members of the general public of the hours of operation of the park or structure, and may lock said gates during the hours of closure.

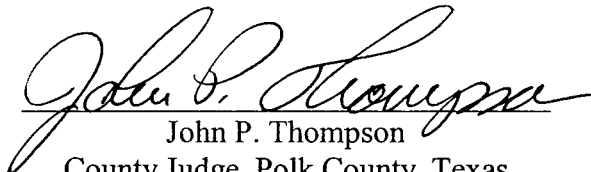
Section C. Trespassing, Prosecution and Penalty.

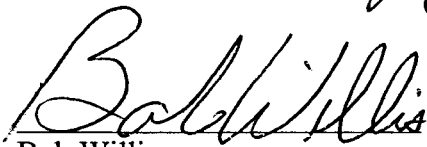
- (1) It shall be considered a criminal trespass for any member of the general public to enter such county-owned park or structure at any hours that the same is closed under this article, or otherwise marked upon the entrance to said park or structure as being closed, or if the gates to said park or structure are closed and locked.
- (2) In a prosecution for trespassing upon a county-owned park or structure, it shall not be necessary to prove the existence of a sign contemplated by this article, and all members of the public are charged with knowledge of the rules and regulations governing county-owned parks and structures.
- (3) Any person, corporation or association who violates the hours set in section B shall be guilty of a class "C" misdemeanor, and any prosecution for a violation of the hours set in section B shall be separate and apart from any criminal trespass prosecution brought by the State of Texas for a violation of this article.


WHEREAS, the Polk County Commissioners Court met in a regularly called session on October 14th, 2008, 2008, with the following members present to wit; John P. Thompson, County Judge; Bob Willis, Commissioner Precinct 1; Bobby Smith, Commissioner Precinct 2, James J. "Buddy" Purvis, Commissioner Precinct 3; Tommy Overstreet, Commissioner Precinct 4; and

WHEREAS, following the properly posted notice and agenda for said meeting, the Polk County Commissioners Court approved and adopted the above Regulations Applicable to County Owned Parks and Structures.


SIGNED AND RESOLVED THIS 14th DAY OF October, 2008.

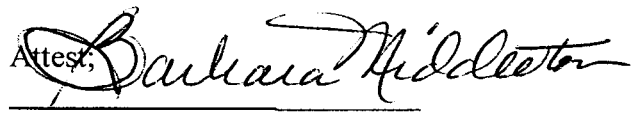

John P. Thompson
County Judge, Polk County, Texas


Bob Willis
Commissioner, Precinct 1


Ronnie Vincent
Commissioner, Precinct 2

Absent
James J. "Buddy" Purvis
Commissioner, Precinct 3


Tommy Overstreet
Commissioner, Precinct 4

Attest, 
Barbara Middleton, County Clerk

(The following sign shall be posted at any location to which these Regulations apply)

SITE
RULES AND REGULATIONS

**BY ORDER OF THE COMMISSIONER'S COURT
OF POLK COUNTY, TEXAS:**

**THE HOURS OF OPERATION FOR THESE PREMISES
IS FROM 7:00 A.M. UNTIL 9:00 P.M. EVERY DAY OF
THE WEEK. ANY PERSON FOUND ON SITE WHILE
THE PREMISES ARE CLOSED WILL BE ARRESTED
FOR CRIMINAL TRESPASS UNDER SECTION 30.05 OF
THE TEXAS PENAL CODE.**

**FURTHER, THE FOLLOWING ACTS ARE
PROHIBITED WHILE ON THESE PREMISES:**

- 1. POSSESSION OR CONSUMPTION OF ALCOHOL;**
- 2. USE OR POSSESSION OF GLASS BOTTLES, JARS
OR OTHER SUCH CONTAINERS;**
- 3. MUSIC, LANGUAGE OR NOISE FROM ANY
SOURCE WHICH IS PLAYED, BROADCAST OR
SPOKEN AT SUCH A VOLUME AS TO CREATE A
SOUND NUISANCE; AND**
- 4. OBSCENE LANGUAGE OR MUSIC.**

#10

Public Assistance Pilot Program Information Acknowledgement

COPY

Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Pilot Program will be available for State and local governments' participation from June 1, 2007 through December 31, 2008. The PA Pilot Program may be implemented in any major disaster declared on or after June 1, 2007.

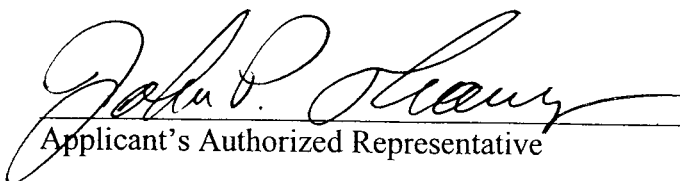
I understand that:

- The PA Pilot Program is voluntary, and an applicant may choose to participate in one or more procedures of the PA Pilot Program for one or more projects.
- The PA Pilot Program consists of the following procedures: a) Grants on the Basis of Estimates; b) Increased Federal Share Incentive; c) Debris Recycling; and d) Force Account Labor.
- The Grants on the Basis of Estimates Procedure is available for large projects with a total project estimated cost of \$500,000 or less. Projects that are subject to this Procedure will be known as Pilot Estimated Projects (PEPs). If an applicant chooses to participate in the Grants on the Basis of Estimates Procedure, the applicant will not be able to apply for additional funding beyond the total project estimated cost for any PEP. An applicant will also not have the right to appeal any determinations made by FEMA related to assistance for the PEPs. These restrictions only apply to PEPs.

The PA Pilot Program and procedures have been explained to me, and

I wish to participate in the PA Pilot Program.

I do not wish to participate in the PA Pilot Program.


Applicant's Authorized Representative

10/14/08
Date