



March 28, 2000
10 00 a.m.

COMMISSIONERS COURT

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

#29

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

Agenda topics

- 1 CALL TO ORDER
 - 2 PUBLIC COMMENTS
 - 3 INFORMATIONAL REPORTS
 - A Proclamation designating April as Child Abuse Prevention Month.
 - 4 APPROVAL OF MINUTES of the Meeting of March 14 2000
 - OLD BUSINESS
 - 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO WASTE MANAGEMENT REQUEST FOR CHANGE ORDER IN CONTRACT FOR CONSTRUCTION OF C&D CELL (Bid #97 19)
 - NEW BUSINESS
 - 6 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #2000 05 - PURCHASE OF TWO MAINTAINERS WITH SALE OR TRADE IN OF USED MAINTAINERS PCT 4 INCLUDING APPROVAL TO ISSUE TIME WARRANT FOR SAID PURCHASE, AS DESCRIBED IN LEGAL NOTICE OF BID
 - 7 CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES (Pct 3) Lots 299 & 301 Reily Village
 - 8 CONSIDER APPROVAL OF ORDER DESIGNATING SURPLUS PROPERTY TO BE SOLD AT COUNTY AUCTION ON APRIL 1 2000
 - 9 CONSIDER APPROVAL OF BUDGET AMENDMENTS
 - 10 SCHEDULES OF BILLS
 - 11 PERSONNEL ACTION FORMS
- ADJOURN

Dated March 22, 2000

Commissioners Court of Polk County, Texas

By John P. Thompson
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, March 22, 2000 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON COUNTY CLERK

BY Barbara Middleton Copy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY TEXAS
2000 MAR 22 AM 9 51
Barbara Middleton
CLERK

FILED AND RECORDED
OFFICE OF THE COUNTY CLERK
POLK COUNTY, TEXAS



March 28, 2000

10 00 a m

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

ADDENDUM The following will serve to amend the Notice and Agenda Of The Commissioners Court Meeting scheduled for March 28, 2000 at 10 00 A M

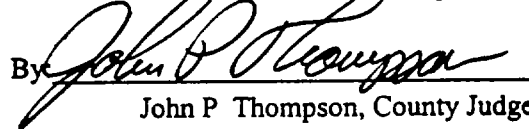
Amend;

- 4 (To include) APPROVAL OF MINUTES FROM EMERGENCY MEETING HELD MARCH 17,2000

Add;

- 12 CONSIDER APPROVAL OF EARLY VOTING LOCATIONS, SCHEDULE & DISTANCE MARKERS FOR PRIMARY RUN-OFF ELECTION, as submitted by County Clerk
- 13 CONSIDER APPROVAL OF AGREEMENT FOR THE OPERATION OF THE NOAA WEATHER RADIO


Commissioners Court of Polk County, Texas

By 
John P. Thompson, County Judge

Dated Friday, March 24, 2000

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday March 24 2000 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON-COUNTY CLERK

By  Deputy

STATE OF TEXAS)
COUNTY OF POLK)

VOL 46 PAGE 385
DATE MARCH 28, 2000
"REGULAR" CALLED MEETING
All Present

"COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE 28th DAY OF MARCH, 2000
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS
PRESENT, TO WIT

JUDGE JOHN P THOMPSON, PRESIDING

B E "Slim" SPEIGHTS COUNTY COMMISSIONER PCT#1, BOBBY SMITH
COUNTY COMMISSIONER PCT #2, JAMES J "Buddy" PURVIS - COUNTY
COMMISSIONER PCT#3, R R "Dick" HUBERT - COUNTY COMMISSIONER PCT#4,
BARBARA MIDDLETON COUNTY CLERK, & BILL LAW COUNTY AUDITOR,
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD,
CONSIDERED & PASSED

- 1 JUDGE JOHN THOMPSON CALLED THE MEETING TO ORDER AND WELCOMED
THE GUESTS AT 10 00 A M
REV KENNETH DARDEN OF MACEDONIA BAPTIST CHURCH DELIVERED THE
OPENING PRAYER
- 2 PUBLIC COMMENTS NONE
Judge Thompson Members of the public wishing to address the Court will be invited to do
so at this time This is the only portion of the meeting during which public comments will be
accepted Ruling from the Attorney General regarding open meetings act, the Court may only
answer a rhetorical question posed by the public and may not hold any discussion of an item
presented other than to place such item on a future agenda for discussion
- 3 INFORMATIONAL REPORTS
 - A Scott Springfield of Rural Metro Ambulance reported that telephone call volume is
down compared to last month Response time (getting to calls) also down, and an
average response time to patients is 10 7 minutes The service has added a (fourth)
Ambulance for Polk County
 - B Sheriff Billy Ray Nelson, announced the retirement of Chuck Staton effective this
Friday, March 31, 2000 He introduced James M "Mike" Nettles as his new Chief
Deputy
 - C Commissioner Smith thanked the Sheriff for bringing the Trustee's (jail inmates)
to Onalaska for helping with the Clean Up
 - D Motioned by Bobby Smith, Seconded by B E "Slim" Speights to approve a
Proclamation designating "APRIL" as CHILD ABUSE PREVENTION MONTH,
as requested by Jean LeBlanc of Juvenile Probation (See attached)
 - E Judge Thompson announced April 1ST is the county's Surplus Sale at Dick Hubert's
Auction location on Highway 59 North and the General Public has many items
offered for sale
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL
OF MINUTES OF THE REGULAR MEETING ON MARCH 14th AND "AMEND"
MOTION TO INCLUDE MINUTES OF "EMERGENCY" MARCH 17, 2000
ALL VOTING YES

- 5 MOTIONED BY JUDGE THOMPSON, SECONDED BY BOBBY SMITH, TO
"DELETE" Item #5 Consider any/all necessary action pertaining to Waste Management request for change order in contract for construction of C&D CELL (Bid#97-19)
 ALL VOTING YES

- 6 BID # 2000-05 PRECINCT 4 "MAINTAINERS"
 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO
ACCEPT BID FROM MUSTANG TRACTOR EQUIPMENT FOR THE PURCHASE OF (2) TWO MAINTAINERS WITH SALE OR TRADE IN OF USED MAINTAINERS, INCLUDING APPROVAL OF TIME WARRANT FOR FOR SAID PURCHASE, AS DESCRIBED IN LEGAL NOTICE OF BID
 ALL VOTING YES)

- 7 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH
APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES PRECINCT #3, LOTS 299 & 301, REILY VILLAGE
 ALL VOTING YES

- 8 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS
APPROVAL OF "ORDER" DESIGNATING SURPLUS PROPERTY TO BE SOLD AT COUNTY AUCTION ON APRIL 1, 2000
 ALL VOTING YES (SEE ATTACHED)

- 9 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,
APPROVAL OF BUDGET AMENDMENT #2000-12
 ALL VOTING YES (SEE ATTACHED)

- 10 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,
APPROVAL AND PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUMS
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
3 14 2000	\$2,319 00	Electronic Transfer Texpool
3 14 2000	\$78,115 00	148732 148757
3 16 2000	— 45 00	Void Ck#148683
3 16 2000	— 1,750 00	Void Ck#147324
3 16 2000	\$34,460 10	Electronic Transfer Emp W/H
3 16 2000	\$214,950 49	148758 148814
3 17 2000	\$20,885 70	148815 148877
3 17 2000	\$24,404 95	Electronic Transfer Emp W/H
3 20 2000	\$1,195 00	148878
3 20 2000	268, 350 00	Check #'s 77 79
3 21 2000	\$200,838 80	148879 149028

DATE	AMOUNT	CHECK NUMBERS
3 27 2000	\$5,572 00	149029
3 28 2000	\$29,220 60	Addendum To appear on future schedule

- 11 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS
APPROVAL OF PERSONNEL ACTION FORMS
 ALL VOTING YES (SEE ATTACHED)
- 12 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,
APPROVAL OF EARLY VOTING LOCATIONS, SCHEDULE & DISTANCE
MARKERS FOR PRIMARY RUN-OFF ELECTION, APRIL 11, 2000
 ALL VOTING YES (SEE ATTACHED)
- 13 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,
APPROVAL OF AGREEMENT FOR THE OPERATION OF THE NOAA
WEATHER RADIO
 ALL VOTING YES (SEE ATTACHED)
- 14 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS
TO ADJOURN COURT THIS 28th DAY OF MARCH, 2000 AT 10 20 A M
 ALL VOTING YES



JOHN P THOMPSON, COUNTY JUDGE

ATTEST


 BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT 2000\MAR28.WPD

Item
#3(A)

YOL 46 PAGE 389
Official Proclamation COPY

Whereas, Nearly 111,147 cases of child abuse and neglect were confirmed in Texas in fiscal Year 1998; and

Whereas, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people, and

Whereas, Communities must make every effort to promote programs that benefit children and their families; and

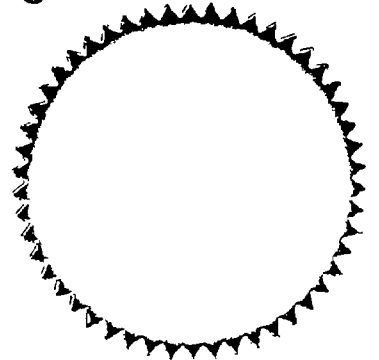
Whereas, Effective child abuse prevention programs succeed because of partnerships among agencies, schools, law enforcement agencies, religious organizations, and the business community, and

Whereas, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment,

Now Therefore, I, John P Thompson, County Judge, do hereby proclaim the month of April 2000 to be Child Abuse Prevention Month in Polk County, Texas and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come

Dated this 28th day of March, 2000.

John P Thompson, County Judge, Polk County, Texas





**ORDER
OF THE POLK COUNTY COMMISSIONERS COURT**

Designating "Surplus Property" for disposal in Public Auction to be held
April 1, 2000

WHEREAS, in a regularly called meeting of the Polk County Commissioners Court held March 28, 2000, the following items were determined to be "Surplus property", as defined by Local Government Code, Chapter 263 Subchapter D, Section 263 151, as per listing attached hereto as Exhibit "A"

THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be offered for sale by public auction

John P. Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on March 28, 2000

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification

Barbara Middleton, County Clerk
Polk County, Texas

(Seal)

VOL

POLK COUNTY SURPLUS PROPERTY SALE

Saturday - April 1, 2000

3-20-00

EXHIBIT "A" Page 1

Department

Road & Bridge #1

Contact Person

Joan

Location of Property

R + B #1 Roadwick, TX

Phone #

365-2222

Item#	Description (Include Brand, Make/Model, etc.)	Serial # Veh/Equip VIN#	County Inventory # (If available)
1	1987 Chevy Truck	816CD R14K 3H515542	00000 2623
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

POLK COUNTY SURPLUS PROPERTY SALE
Saturday - April 1, 2000

3-17-00

EXHIBIT "A"
707 Page 2

Department Burglar Storage Contact Person Elyse / Skuba
Location of Property ↓ Phone # _____

Item#	Description (Include Brand, Make/Model, etc)	Serial # Veh/Equip VIN#	County Inventory # (If available)
1	Zenith Data Systems 386SLi laptop + Bag	149E5002468	10218
2	Hewlett Packard 340 Printer	5A75D1303D	
3	Mouse	103 3977	
4	R.I.T. MDR# SKD-400 laptop + Bag	KD400813773	00003203
5	Hewlett Packard 340 Desktop Printer	5A75D1303W	
6	Hewlett Packard	96004486	
7	Saturn Mouse	7002079	00005077
8	Ball NK 20 laptop + Bag	001074	
9	Brother 905 Fax Machine	F31802145	evaluation's offer
10			
11			
12			
13			
14			
15			

Description (Include Brand, Make/Model, etc.)

Serial #
Veh/Equip VIN#

County Inventory #
(If available)

Item #
(copy # from prev pg)

31.	CELLULAR MOBILE TELEPHONE, CASE, BATTERY, AND ANTENNA	02007168	
32.	MOUSE	9537440	000002707
33	CAMERA MAGNAVOX MODEL#MC3511 <i>was furnished 5-00-24</i>		000003245
34.	CAMERA MAGNAVOX #MC3511 <i>fuel trailer</i> <i>was furnished 5/2000</i>	01623006073 <i>130525</i>	000003207

POLK COUNTY SURPLUS SALE (APRIL 26, 1998)

POLK COUNTY SURPLUS PROPERTY SALE
Saturday - April 1, 2000

EXHIBIT "A"
Page 4

Department D Clerk Contact Person Elyse
Location of Property Surplus Property Phone # _____

Item#	Description (Include Brand, Make/Model, etc)	Serial # Veh/Equip VIN#	County Inventory # (If available)
1	Shunko Bolt-S	81320894	000003841
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

IT 2000 TR 1

Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget	Net Change
010-271-000	General Fund Balance		2 950 00	Per Judge John Thompson	20 630 66	23 580 66	2 950 00
010-695-573	Capital Outlay	2 950 00		Per Judge John Thompson			
010-330-696	SLA-50 Federal Monies	-6 062 75		Per Bill Law	-25 000 00	-31 062 75	-6 062 75
010-342-604	Const. State Training Money	-686 62		Per Bill Law	-600 00	1 286 62	-686 62
010-342-605	Sheriff State Training Money	-4 925 75		Per Bill Law	-4 000 00	-8 925 75	-4 925 75
010-503-673	Capital Outlay	4 148 50		Per Bill Law/Steve Hultman	0 00	4 148 50	4 148 50
015-370-225	Pct 2 Insurance Monies	163 500 00		Check From Titan Insurance	-4 110 00	167 610 00	163 500 00
015-271-000	R & B Fund Balance		12 153 50	Per Judge Thompson	130 887 47	135 386 73	4 499 26
015-621-339	Construction Materials	4 499 26		Per Judge Thompson/Slim Speights	19 388 21	19 491 46	103 25
015-369-100	Material Reimbursement	103 25		Per Commissioner Slim Speights	13 432 87	13 536 12	103 25
015-621-338	Curverts	103 25		Per Commissioner Slim Speights	126 536 53	133 015 77	6 479 24
015-622-339	Construction Materials	6 479 24		Per Commissioner Bobby Smith	2 500 00	3 675 00	1 175 00
015-622-461	Equipment Rental	1 175 00		Per Commissioner Bobby Smith			
015-623-105	Salaries		63 000 00	Per Bill Law/Buddy Purvis	282 328 88	219 328 88	-63 000 00
015-623-201	Social Security		5 000 00	Per Bill Law/Buddy Purvis	23 663 66	18 663 66	-5 000 00
015-623-202	Insurance		11 000 00	Per Bill Law/Buddy Purvis	47 870 16	36 870 16	-11 000 00
015-623-203	Retirement		4 000 00	Per Bill Law/Buddy Purvis	18 985 06	14 985 06	-4 000 00
015-623-330	Gas/Oil	24 000 00		Per Bill Law/Buddy Purvis	13 480 54	37 480 54	24 000 00
015-623-337	Materials/Supplies	9 000 00		Per Bill Law/Buddy Purvis	9 172 23	18 172 23	9 000 00
015-623-339	Construction Materials	15 000 00		Per Bill Law/Buddy Purvis	37 507 13	52 507 13	15 000 00
015-623-420	Telephone	1 400 00		Per Bill Law/Buddy Purvis	970 24	2 370 24	1 400 00
015-623-423	Mobile Phone/Pagers	1 500 00		Per Bill Law/Buddy Purvis	1 637 24	3 137 24	1 500 00
015-623-442	Water	150 00		Per Bill Law/Buddy Purvis	492 50	642 50	150 00
015-623-466	Parts & Repairs	31 950 00		Per Bill Law/Buddy Purvis	57 835 92	89 785 92	31 950 00
015-624-338	Curverts	850 00		Per Commissioner Dick Hubert	17 000 00	17 850 00	850 00
015-969-400	Material Reimbursement	-850 00		Per Commissioner Dick Hubert	0 00	-850 00	-850 00

Approved By (see page 3)
Date 3/28/00

Approved By: (see pg 3)
Date: 3/28/00

POLK COUNTY				
By Bill Law County Auditor				
070-995-390	Construction			
		19 527 00		
		<u>53 396 12</u>		
			98 103 50	
				16 960 70
				36 487 70
				19 527 00

Budget Revision
#2000-12
Per Judge John Thompson

March 28 2000

POLK COUNTY
By Bill Law County Auditor

Budget Revision
#2000-12a

March 28, 2000

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-560-423	Mobile Phones/Pagers	5 000 00			5 300 00	10 300 00	5 000 00
010-560-572	Office Furnishing/Equipment		5 000 00	Per Sheriff Billy Ray Nelson Per Sheriff Billy Ray Nelson	7 500 00	2 500 00	-5 000 00

Total 5 000 00 5 000 00

Approved By:



Date:

DATE 03/14/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH094		TEXPOOL	\$2 319 00
		TOTAL AMOUNT	\$2 319 00

TEXPOOL
 2000 090-101-300 INVESTMENT- OMBUS DE TRANSFER TO
 OMBUS DECEMBER 09/10/00 N 00
2,319 00
2,319 00

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	15 178 47
015 ROAD & BRIDGE ADM	57 220 33
032 ENVIRONMENTAL SERVICES	2 109 20
049 DISTRICT ATTY HOT CHECK FUND	197 00
070 ENV SERVICE - '94 CO ISSUE	3 410 00
TOTAL OF ALL FUNDS	78 115 00

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

W H Law

John P. Thompson

CHECK # 148693


BANK ACCT MAIN 03/16/2000 \$45 00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****45 00

MONTGOMERY CO CONSTABLE PCT 4
TRAVIS BISHOP
21130 US HWY 59 STE C
NEW CANEY TX 77357

CHECK # 148693

010-325-801 GENERAL FUND 500381 45 00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



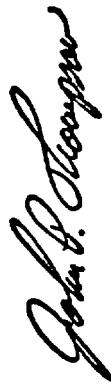
CHECK # 147320

BANK ACCT MAIN 03/16/2000 \$1,750.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
***** 750 00

WHARTON/ ROBERT
ATTORNEY @ LAW
106 HILL TOP ROAD
MUNTSVILLE TX 77320

CHECK # 147320

010-426-400 GENERAL FUND 16522 1,750.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	113 327 47
015	ROAD & BRIDGE ADH	29 187 90
027	SECURITY FUND	953 18
032	ENVIRONMENTAL SERVICES	9 193 28
048	DISTRICT ATTY SPECIAL FUND	380 63
051	AGING DEPT	6 043 31
061	DEBT SERVICE FUND	25 721 40
083	MUSEUM OPERATING FUND	325 09
101	ADULT SUPERVISION	17 912 49
104	DTP - CSR	348 77
108	CCP - SURVEILLANCE	2 000 67
109	SPECIALIZED CASELOAD CCP	2 988 70
184	JUVENILE PROBATION	2 650 86
185	CCAP - JUVENILE PROBATION	5 876 74
TOTAL OF ALL FUNDS		214 950 49

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

V H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

W. H. Law
John H. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	19 408 56
015 ROAD & BRIDGE ADM	271 78
027 SECURITY FUND	12 83
032 ENVIRONMENTAL SERVICES	277 40
049 DISTRICT ATTY HOT CHECK FUND	85 27
051 AGING DEPT	123 60
088 JUDICIARY FUND	706 24
TOTAL OF ALL FUNDS	20 885 70

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

[Signature]
[Signature]

DATE 03/17/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF # VEN # VENDOR NAME AMOUNT

ACH00% FIRST STATE BANK \$24 404 95

TOTAL AMOUNT \$24 404 95

FIRST STATE BANK 0000 010-000-100 SALARIES PAYABLE FIDUCIARY FEE 000000 02/17/00 M 00 24 404 95 24 404 95

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
049 DISTRICT ATTY HOT CHECK FUND	1 195 00
TOTAL OF ALL FUNDS	1 195 00

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

U H LAW

U H Law

COUNTY AUDITOR

JOHN THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
084 BIG THICKET BRIDGE PROJECT	268 350 00
TOTAL OF ALL FUNDS	268 350 00

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

W H Law

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

John P. Thompson

COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	117 356 64
015 ROAD & BRIDGE ADM	56 795 35
017 LATERAL ROAD FUND	6 934 98
032 ENVIRONMENTAL SERVICES	6 487 31
049 DISTRICT ATTY HOT CHECK FUND	137 02
051 AGING DEPT	9 333 83
093 CO CLERK RECORDS MGMT FUND	2 123 28
094 COUNTY RECORDS MGMT FUND	1 669 59
TOTAL OF ALL FUNDS	200 838 80

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	5 572 00
TOTAL OF ALL FUNDS	5 572 00

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE



Addendum Schedule of Bills for Court Dated 3/28/2000

FY 2000

Master Monitoring Services	\$19,527 00	CO Issue
Corrigan Fire Department	\$1,000 00	Fire Dept Training
Onalaska Fire Department	\$2,560 25	Fire Departments
Hart Information Services, Inc	\$3,743 43	County Clerk
Ecolab	\$415 84	Jail
Foremost Dairy	\$57 87	Jail
Ben E Keith	\$616 21	Jail
Frank Nail	\$875 00	R & B 1
Computer Lab	\$275 00	Sheriff Department
Bickerstaff, Heath, Smiley, etc	\$150 00	County Judge
TOTAL	\$29,220 60	



DATE March 15, 2000 Through March 28 2000

EMPLOYEE	DEPT	JOB	TYPE OF	SALARY GROUP	ACTION TAKEN
(1) CHERYL DAVIDSON	AGING LIVINGSTON	#1269 AGING WORKER I	REGULAR PART TIME	10(1) \$7 94	DISMISSAL EFFECTIVE 03/15/00
(2) DEBRA ROTH	AGING LIVINGSTON	#1285 COOK	REGULAR PART TIME	UNCLASSIFIED \$8 98	DISMISSAL EFFECTIVE 03/15/00
(3) DARLA AVERY	TAX SHERIFF DEPARTMENT	#104 CHIEF DEPUTY	REGULAR FULL TIME	15/0 \$25 745 12	RETIREMENT 03/31/00
(4) CHARLES R. STATION	SHERIFF DEPARTMENT	#1032 CHIEF DEPUTY	REGULAR FULL TIME	22/2 22/2	RETIRED
(5) BECKY MARSH	TAX DEPARTMENT ASST. SHERIFF	#103 SECRETARY II	REGULAR FULL TIME	12/4 \$19,828 76	PROMOTION TO #104 CHIEF DEPUTY 15/1 \$21 132 90 EFFECTIVE 03/31/00
(6) GINA ZEGLER	TAX DEPARTMENT ASST. SHERIFF	#105 DEPUTY CLERK	REGULAR FULL TIME	10/8 \$18,685 43	PROMOTION TO #103 SECRETARY II 12/3 \$19 158 10 EFFECTIVE 04/01/00
(7) CRYSTAL HAMMOND	AGING LIVINGSTON	#1265 AGING WORKER I #1068 1269	REGULAR PART TIME	10(1) \$7 94	NEW HIRE EFFECTIVE 03/29/00
(8) LISA OLIVER	AGING LIVINGSTON	#1265 COOK	REGULAR PART TIME	UNCLASSIFIED \$6 82	NEW HIRE EFFECTIVE 03/29/00
(9) JAMES M. NETTLES	SHERIFF DEPARTMENT	#1033 CAPTAIN	REGULAR FULL TIME	20/2 \$27 722 22	PROMOTION TO #1032 CHIEF DEPUTY 2/2 \$30,563 28 EFFECTIVE 04/01/00
(10) MIKE E. HART	JAIL	#1055 CORRECTIONS OFFICER	LABOR POOL (-900)	12/1) \$8 77	NEW HIRE EFFECTIVE 04/03/00
(11) JASON THOMAS	RFB ADAM	#1053 CORRECT OFF WORK RELEA	REGULAR FULL TIME	15/1 \$21 132 90	PROMOTION TO #1037 DEPUTY SHERIFF 18/1 \$22 191 89 EFFECTIVE 03/29/00
(12) DOUGLAS W. PHILLIPS	SHERIFF DEPARTMENT	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	16/2 \$22 788 89	PROMOTION PROMOTION TO #1036 SGT 18/1 \$24,498 16 EFFECTIVE 03/29/00
(13) JAMES PHILLIP WALLER	SHERIFF DEPARTMENT	#1038 SERGEANT	REGULAR FULL TIME	18/1 \$24,498 16	PROMOTION PROMOTION TO #1035 DETECTIVE 18/1 \$24 498 16 EFFECTIVE 03/29/00
(14)					
(15)					
(16)					
(17)					
(18)					
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ADDITION
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POLK COUNTY CLERK • P. O. DRAWER 2119 •
LIVINGSTON, TX. 77351 •
Telephone (936) 327-6804 • Fax. (936) 327-6874

To HONORABLE JOHN P THOMPSON
& COMMISSIONERS COURT

Date. MARCH 23, 2000

Contact: BARBARA MIDDLETON, COUNTY CLERK
& CAROL BIGLER, CHIEF DEPUTY CLERK

Phone. (936) 327-6852 Election Line

Fax: (936) 327-6874

FILED FOR RECORD

2000 MAR 23 AM 10 02

Barbara Middleton
COUNTY CLERK, POLK CO.
P. O. CL.

EARLY VOTING SCHEDULE
for
PRIMARY RUNOFF ELECTIONS ~ APRIL 11, 2000

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED
BEGINNING APRIL 3rd THROUGH APRIL 7th, 2000

LOCATION LIVINGSTON - MAIN COURTHOUSE LOBBY (Only)

TIME MONDAY THROUGH FRIDAY - 8 00 A M ~ 5 00 P M

EARLY VOTING WILL NOT BE HELD AT THE ONALASKA & CORRIGAN SUB-COURTHOUSES

DISTANCE MARKERS (ORDER)

Early Voting Clerk is requesting the outside distance marker
be approved for 30 ft for Early Voting Location

(1)

Respectfully submitted,
Barbara Middleton

EARLY VOTING - CLERKS

APRIL 11, 2000 RUN-OFF ELECTIONS

LIVINGSTON COURTHOUSE LOBBY

SHIRLEY CAIN - 685-4667 (MONDAY THRU FRIDAY)

BESSIE JOHNSON 685-685-4069 (MONDAY 4/3 & TUESDAY 4/4) 2-DAYS

HAZEL RUMBY 563-2153 (WEDNESDAY 4/5, THURS 4/6, & FRIDAY 4/7) 3-DAYS

(2)

COPY

**AGREEMENT FOR THE OPERATION OF
A NOAA WEATHER RADIO TRANSMITTER
BY A PRIVATE COOPERATOR
PENDING DONATION TO THE GOVERNMENT**

I. Purpose

This agreement sets forth the circumstances under which the National Weather Service (NWS) of the National Oceanic and Atmospheric Administration (NOAA), an operating unit of the Department of Commerce, will use radio transmitters and related equipment provided by Polk County (hereinafter referred to as the "Cooperator"), to operate the NOAA Weather Radio (NWR) system. This will take place pending the anticipated acceptance by the NWS of the transmitter and equipment as donated property into the NWR system. The NWS has authority to conduct the activities anticipated by this agreement under 15 U S C § 313 and 49 U S C § 44720, and to accept the transmitters and equipment under 15 U S C § 1522.

II. Background

The Vice President has set a goal that 95% of the United States will be served by NWR. The private sector has been encouraged to support the NWS in meeting this goal by providing transmitters and transmission equipment to serve their local communities. Transmitters and equipment owned or purchased by "Cooperators" (private sector entities, such as state and local jurisdictions, or utility service providers), would be donated to the NWS. Upon acceptance of the transmitters and equipment, the NWS will operate and maintain the equipment. However, for logistical reasons, the NWS is not capable of accepting and operating every one of the myriad types of transmitters available on the open market. The NWS can only accept and operate transmitters that would be compatible with other equipment the NWS intends to purchase. The NWS is in the process of establishing a list of approved sources from which equipment may be purchased by the private sector and donated to the NWS.

Until the list of approved sources is completed, however, the private sector would like to make equipment available to the NWS with some assurance that the equipment will, in fact, be acceptable and useful to the NWS and the NWR system. This agreement sets forth the NWS's intentions concerning acceptance of equipment supplied by the private sector into the NWR system.

III. General Conditions

Once the NWS establishes the list of approved sources of equipment, it will accept into

the NWR System transmitters and related equipment that meet the following conditions
Are produced by one of the contract approved vendors or suppliers (on the approved
equipment source list),

Meet the specifications contained in the final procurement contracts entered into between
the NWS and its contractors,

Meet NWS installation standards and specifications, and

Pass a minimum 30 day operational test

If, at the time the NWS finalizes its requirements, the transmitters and equipment purchased by
the Cooperator do not satisfy the criteria set forth above, the Cooperator has two options

(1) If the transmitter and equipment were manufactured by a NWS-approved
vendor/supplier, the Cooperator may upgrade the system to meet NWS's requirements. If the
transmitter and equipment were not manufactured by a NWS-approved vendor/supplier, the
Cooperator may replace its equipment with equipment that is manufactured by an approved
vendor/supplier prior to donation to the NWS

(2) The Cooperator will not donate the transmitter and equipment to the NWS, but,
instead, will retain ownership and responsibility for continued operation and maintenance of the
system by executing a standard Cooperator agreement with the NWS to that effect. Under that
agreement, the Cooperator will retain ownership of the transmitter and all equipment and will
broadcast information made available to it by the NWS

Once a transmitter and equipment is accepted into the NWR system, the NWS will have full
responsibility for operation and maintenance of the equipment. Since the donation would not
include any real property upon which a transmitter and equipment may be located, the Cooperator
will agree to execute an agreement permitting the NWS and its employees to have access to and
continued use of the transmission site, the tower, the transmitter shelter at no cost. The
Cooperator also agrees to provide power to the transmitter at no cost to the NWS

Upon acceptance of the transmitter and equipment, the NWS will execute a Form CD-210,
"Record of Gift or Bequest". The gift is not accepted by the Government until this form has been
executed. All gift acceptances will conform to the requirements of 15 U.S.C. § 1522 and
Department Administrative Order 203-9, which set forth and govern the authority of the
Department of Commerce to accept gifts from the private sector. No transmitters or equipment
will be accepted from any entity with which the NWS, or, in cases of gifts valued over \$25,000,
the Department of Commerce, has a conflict of interest, or where acceptance would cause a
reasonable person with knowledge of all the facts relevant to a particular case to question the
integrity of agency programs or operations

If, during the period of this agreement, the Cooperator acquires matters which result in or create the appearance of a conflict, the terms of this agreement will remain in effect with no transfer of equipment ownership to the NWS until such time as the conflict or appearance of conflict is resolved. If the conflict or appearance of conflict cannot be resolved within a reasonable time, as determined by the NWS, this agreement will be terminated. The Cooperator has the option of executing a standard non-gifted agreement or removing the transmitter from service.

IV Location

The transmitter system covered by this Agreement will be located at 2673 FM 3459, Onalaska TX 77360, hereinafter referred to as Onalaska, Polk County. The Cooperator agrees that the transmitter system's primary objective is to meet the NWS's needs for forecast and warnings operations and must fit within the overall comprehensive national NWR system.

V Equipment Procurement and Installation

The Cooperator agrees to provide equipment, shelter, and installation as specified by the NWS, described in Attachment 1 to this agreement. The Cooperator acknowledges and understands that the specifications in the final contract to be entered into by the NWS may undergo some changes or modifications from the specifications set forth in Attachment 1 to this agreement. This may result in the need to modify the transmitter system installed under the terms set forth in section III above. The Cooperator agrees to be solely responsible for all aspects of equipment installation and operation until ownership of the transmitter is transferred to the NWS. The Cooperator will be responsible for the transmitter site's compliance with local zoning laws and Federal Aviation Administration requirements, if any. The Cooperator also agrees to provide a detailed site survey on forms provided by the NWS.

The NWS reserves the right to inspect the proposed transmitter site, associated equipment, and communications links from the programming office prior to and following installation and to conduct other test or studies as necessary to ensure the site, equipment and installation will meet the long term needs of the NWS.

VI License and Operating Requirements

The NWS will obtain a license for the transmitter. The license will remain the property of the NWS. The Cooperator agrees to provide all information required by the NWS for the license application. Until the equipment is accepted into the NWS NWR system, the Cooperator agrees to operate the transmitter strictly in accordance with the license, and to operate continuously. Broadcast content will originate solely from an authorized NWS source. The license will be canceled upon the termination of this agreement unless ownership of the equipment is transferred to the NWS or replaced by a standard non-gift Cooperator agreement.

The NWS reserves the right to perform random checks on the transmitted signal and to inspect the transmitter, antenna, and/or supporting facilities to ensure compliance with the specifications and terms of this agreement. The Cooperator agrees to provide access to any equipment and supporting facilities covered by this agreement within 24 hours of an NWS request.

VII. Utilities, Leases, and Communications Services

The Cooperator is responsible for all service-related costs for the operation of the transmitter as long as it retains ownership of the transmitter including site lease, power, and communications links to bring the audio program from the NWS office to the transmitter.

VIII. Defining Service Area

The Cooperator agrees to provide the NWS office at Dickinson, Texas (which is responsible for producing the audio program service) with a map showing the area serviced by a signal level of at least 8 microvolts/meter within 90 days after the transmitter is placed into operation.

IX. Maintenance

The Cooperator is responsible for all aspects of maintenance until the time ownership of the transmitter is transferred to the NWS or until this agreement is terminated under section XIII.

The Cooperator will use qualified and licensed radio technicians for maintenance performed on the transmitter. The Cooperator agrees to assign sufficient priority to the maintenance of the transmitter to ensure that outages are kept to a minimum, breakdowns and malfunctions are acted upon quickly, and equipment performs routinely within technical specifications.

The Cooperator agrees to notify the NWS office identified above whenever the transmitter goes off the air and when service is again restored.

The NWS is responsible for ensuring that transmitter emissions meet specifications. The NWS, particularly when made aware of a radio frequency interference (RFI) problem, may require the Cooperator to conduct an immediate technical checkout of the transmitter. If any RFI problem persists, the Cooperator will shut down the transmitter until the problem is solved.

X. Publicity

The NWS office responsible for the transmitter service area and the Cooperator will coordinate and jointly issue a public announcement covering the new service. If the service is terminated for any reason, the two agencies will also coordinate a public statement explaining the reason(s) for the termination.

XI. Government Held Harmless

The Cooperator shall hold and save the Government, its officers, agents, and employees, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of activities conducted under this agreement.

XII. Financial Responsibility

All costs associated with the installation, operation, and maintenance of the transmitter up until the time of ownership to the NWS shall be borne by the Cooperator. The NWS's responsibility for costs incurred under this agreement are limited to those necessary to make available the audio program at the NWS programming office, and the availability of funds.

XIII. Amendments and Termination

This agreement may be amended or modified at any time by mutual consent of the parties. It may also be terminated at any time by mutual consent, or terminated unilaterally by either party by giving at least 60 calendar days advance written notice to the other. This agreement is automatically terminated upon (1) transfer of ownership of the Cooperator's equipment to the NWS, or (2) the Cooperator does not transfer ownership of equipment, but, instead, executes a standard agreement as described in section III.

XIV. Effective Date

This agreement is effective as of the last date shown below when signed by both parties, and shall remain in effect for five years from the date of last signing unless sooner terminated under section XIV above.

Cooperator
John Thompson
Polk County Judge

Date

NWS
X William Proenza
Regional Director
National Weather Service, Southern Region

Date