

STATE OF TEXAS §  
COUNTY OF POLK §

DATE: November 12, 2025  
REGULAR MEETING  
ALL PRESENT

**COMMISSIONER'S COURT  
AGENDA POSTING # 2025 - 042**

**Call to Order. \* Invocation \* Pledges of Allegiance**

Be it remembered on this the 12th day of November 2025, the Honorable Commissioners Court met in "REGULAR" called meeting with the following officers and members present, to wit;

Honorable Sydney Murphy – County Judge presiding,  
Gylyene Robertson – Commissioner Pct #1,  
Mark DuBose – Commissioner Pct #2,  
Milton Purvis – Commissioner Pct #3,  
Jerry Cassity - Commissioner Pct #4,  
Schelana Hock – County Clerk and  
Louis Ploth – County Auditor.

WELCOMED & CALLED TO ORDER AT 10:00 AM BY JUDGE SYDNEY MURPHY.

- INVOCATION LED BY ROBERT MURPHY WITH PROVIDENCE BAPTIST CHURCH.
- PLEDGES TO U.S. & TEXAS FLAGS LED BY COUNTY CLERK SCHELANA HOCK.

**Public Comments**

Richard Burr local lawyer, informed the court he is in favor of the public defender program and how it stands to benefit the community.

**Informational Reports**

1. RECEIVE ANNOUNCEMENTS FROM THE HEALTHY COUNTY COMMITTEE.
  1. The Healthy County Committee is hosting a blood drive on November 21st at the front of the County Judge's Office & Commissioners Court parking lot.
  2. Annual employee "Maintain Don't Gain" challenge begins November 24th. Participating members in groups that maintain or lose weight by the final weigh-in on January 5 will receive \$15.
2. RECEIVE YEARLY REPORT FROM VETERANS SERVICES.  
Received from Melissa Gates.

**Old Business**

3. APPROVE MINUTES OF PREVIOUS MEETING: October 14, 2025 (Regular Session)  
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO TABLE AS REQUESTED BY COUNTY CLERK.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED

**New Business - Consent Agenda**

JUDGE MURPHY NOTED ADDENDUMS TO ITEM 5 IN THE AMOUNT OF \$2,243.13 (FY2025) & \$141,499.94 (FY2026). MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE THE CONSENT AGENDA AS FOLLOWS: (ALL VOTING YES)

4. APPROVE MINUTES OF PREVIOUS MEETING: October 28, 2025 (Regular Session)  
 MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE TO TABLE.  
 VOTES NO: 0  
 VOTES YES: 5  
 VOTES RESULT: CARRIED

5. APPROVE SCHEDULES OF BILLS.

DATE	AMOUNT	FUND	CHECK #
FY2025			
10/22/2025	189.00	General	ACH 03/1330
10/26/2025	27,203.13	Retiree Health Trust	ACH 083/601-604/ACH 010/313360-313370
10/24/2025	3,182.26	General	313306-313311
10/24/2025	279.22	Grants	1334
10/24/2025	18.36	General	313304
10/28/2025	20,430.17	Grants	ACH 035/1335/ACH 010/313373-313376
10/28/2025	995.00	Grants	1337
11/12/2025	409,564.25		
<b>TOTAL:</b>	<b>461,861.39</b>		
FY2026			
10/24/2025	162,324.69	General	ACH 4846,4831,4832,4833, 4835,4836,4837,4839,4840,4841, 4855,4856,4857,4851,4853,4854
10/24/2025	14.77	General	313305
10/24/2025	3,671.25	Grants	ACH 035, 1331-1333
10/24/2025	3,251.22	General	313298-313303
10/24/2025	37.29	General	ACH 4864, 4865, 4866
10/26/2025	10,472.07	Retiree Health Trust	605-608
10/28/2025	8,089.71	General	313372
10/28/2025	11,804.47	General	313377-313382

10/30/2025	204.58	Grants	ACH 035/1336
10/31/2025	2,497.63	General	313391-313392
10/31/2025	13,924.27	General	313393-313407
11/1/2025	27,150.59	General	313383-313387
11/12/2025	247,601.82	General	313416-313499
<b>TOTAL:</b>	<b>491,044.36</b>		
<b>GRAND TOTAL</b>	<b>952,905.75</b>		
	Addendum #1 (FY25)	\$2,243.13 to appear on future schedule	
	Addendum #2 (FY26)	\$141,499.94 to appear on future schedule	

6. APPROVE ORDER DESIGNATING SURPLUS PROPERTY.  
The Exhibit reflects various items no longer in use by Constable Pct. 4 and the Office of Emergency Management.
7. RECEIVE AND RECORD PERSONNEL ACTION FORMS SUBMITTED BY ELECTED OFFICIALS SINCE LAST MEETING.
8. RATIFY APPROVAL OF AGREEMENT WITH LONE STAR COMMISSARY FOR JAIL RESIDENT BANKING SOFTWARE AND COMMISSARY SERVICES.
9. APPROVE ORDER ACCEPTING STONEBROOK DRIVE IN STONEBROOK ESTATES SUBDIVISION, PRECINCT 2, AS A COUNTY MAINTAINED ROAD AND ADD TO MASTER STREET ADDRESS GUIDE (MSAG).
10. APPROVE UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG).  
The update adds Ayokpa Hinosi to the MSAG (Range 100-199) as a private drive to the County Road Addressing.
11. APPROVE ENROLLMENT IN TEXAS ASSOCIATION OF COUNTIES CYBERSECURITY TRAINING.
12. RECEIVE REPORT FROM THE SEXUAL ASSAULT RESPONSE TEAM (SART) AS REQUIRED BY LOCAL GOVERNMENT CODE, CHAPTER 351.
13. APPROVE RESOLUTION FOR ADULT SEXUAL ASSAULT RESPONSE TEAM RESTRUCTURING.
14. INCREASE LIMIT IN THE DISTRICT CLERK JUROR SUMMONS POSTAGE ACCOUNT TO \$20,000.

**New Business - Regular Agenda**

15. CONSIDER APPROVAL OF PERSONNEL MATTERS, AS FOLLOWS:

- A. PERSONNEL ACTION FORM REQUESTS SUBMITTED BY DEPARTMENT HEADS SINCE LAST MEETING AND REVIEW OF ANY AUTHORIZED EMERGENCY HIRING. JUDGE MURPHY NOTED THAT THERE WERE NO EMERGENCY HIRES. MOTIONED BY MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, TO APPROVE.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
  
- B. DISCUSS AND CONSIDER REQUEST FROM ROAD & BRIDGE PRECINCT 3 TO USE DISCRETIONARY FUNDS FOR ONE-TIME BONUS.  
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE \$1,300 ONE-TIME BONUS TO ROBERT BLAKLEY.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
  
- C. DISCUSS AND CONSIDER REQUEST FROM ROAD & BRIDGE PRECINCT 4 TO USE DISCRETIONARY FUNDS FOR ONE-TIME BONUS.  
MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, TO APPROVE \$1,732.80 ONE-TIME BONUS TO KAYLA PITTS.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
  
- D. SHERIFF LYONS' REQUEST TO GIVE CHIEF DEPUTY ANTHONY LOWRIE A THREE-STEP DISCRETIONARY INCREASE.  
MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO APPROVE INCREASE.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
  
- 16. CONSIDER REQUESTS FOR REVISIONS AND AMENDMENTS TO THE BUDGET, AS FOLLOWS:
  - A. FY2026 BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE; MOTIONED BY MILT PURVIS, SECONDED BY GUYLENE ROBERTSON, APPROVAL OF REVISIONS #2026-06.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
  
- 17. CONSIDER REQUESTS FOR CAPITAL PURCHASES TO BE PAID FROM GENERAL FUND BALANCE AND INCLUDED ON THE FY2026 REIMBURSEMENT RESOLUTION FOR YEAR-END ISSUANCE OF LEGALLY AUTHORIZED DEBT, AS FOLLOWS;
  - A. SHERIFF'S PURCHASE OF LAPTOP DOCKING STATIONS FOR VEHICLES FROM CLOUD TECH INC, IN THE AMOUNT OF \$7,500.46.  
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, TO APPROVE.  
VOTES NO: 0

VOTES YES: 5  
VOTES RESULT: CARRIED

- B. AXON BODY CAMERAS, YEAR 2, FOR THE POLK COUNTY JAIL, IN THE AMOUNT OF \$49,439.10.  
MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
- C. AXON BODY CAMERAS, YEAR 2, FOR THE POLK COUNTY SHERIFF'S OFFICE, IN THE AMOUNT OF \$53,844.77.  
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
18. CONSIDER ANY AND ALL NECESSARY ACTION RELATING TO THE PURCHASE OF 2020 NORAM MOTOR GRADER FOR ROAD & BRIDGE PRECINCT 1 IN THE AMOUNT OF \$96,122.50 WITH TRADE-IN AND FINANCED OVER A FOUR-YEAR TERM, TO BE PAID FROM PRECINCT 1.  
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, TO APPROVE PURCHASE AND FINANCE AGREEMENT WITH CADENCE EQUIPMENT FINANCE.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
19. CONSIDER ANY AND ALL NECESSARY ACTION RELATED TO BID #2026-13 FOR THE PURCHASE OF ONE MOTOR GRADER FOR ROAD AND BRIDGE PRECINCT 4.  
MOTIONED BY JERRY CASSITY, SECONDED BY MILT PURVIS, TO AWARD BID TO HENDRIX RENTALS LLC IN THE AMOUNT OF \$162,500 INCLUDING \$25,000 TRADE-IN VALUE.  
VOTES NO: 0  
VOTES YES: 5  
VOTES RESULT: CARRIED
20. RECEIVE RATING AND RECOMMENDATIONS FROM COURT APPOINTED SCORING COMMITTEE AND CONSIDER ANY/ALL NECESSARY ACTION RELATING TO THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY LOCAL COMMUNITIES PROGRAM, AS FOLLOWS:
- A. SELECT A GRANT ADMINISTRATOR TO ASSIST THE COUNTY IN ITS APPLICATION(S) FOR AND IMPLEMENTATION OF ONE OR MORE CONTRACTS, IF AWARDED BY THE TEXAS GENERAL LAND OFFICE.  
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY JERRY CASSITY, TO SELECT DAVID J. WAXMAN, INC, WITH A FLAT FEE OF 7% OF THE TOTAL GRANT FUNDS AWARDED.  
VOTES NO: 0  
VOTES YES: 5

VOTES RESULT: CARRIED

- B. SELECT AN ENGINEERING FIRM TO ASSIST THE COUNTY IN ITS APPLICATION(S) AND PROJECT IMPLEMENTATION OF ONE OR MORE CONTRACTS, IF AWARDED, BY THE TEXAS GENERAL LAND OFFICE.

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO TABLE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

21. CONSIDER APPROVAL OF REVISED TITLE VI / NONDISCRIMINATION POLICY. MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MILT PURVIS, TO APPROVE.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

22. DISCUSS AND CONSIDER APPROVAL TO SUBMIT APPLICATION TO THE DEEP EAST TEXAS COUNCIL OF GOVERNMENT FOR THE FY2026 SOLID WASTE GRANT. MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE RESOLUTION TO SUBMIT APPLICATION AS PRESENTED.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

23. RECEIVE PRESENTATION AND DISCUSS PARTICIPATION IN THE DEVELOPMENT OF THE 2028 REGIONAL FLOOD PLAN AND METHODS TO IDENTIFY POTENTIAL PROJECTS FOR CONSIDERATION BY THE REGIONAL FLOOD PLANNING GROUP. CHERYL RAY WITH TRAYLOR & ASSOCIATES PROVIDED PRESENTATION.

**Adjourn**

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO ADJOURN AT 10:47 A.M.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

---

SYDNEY MURPHY, COUNTY JUDGE

ATTEST:

---

SCHELANA HOCK, COUNTY CLERK

**Polk County VA Expenditures**

<b>Year</b>	<b>Population</b>	<b>Comp &amp; Pen</b>	<b>Voc &amp; Rehab</b>	<b>Insurance</b>	<b>Medical Services</b>	<b>Total</b>
1994	4,553	<b>4,274,499</b>	49,666	305,557	0	4,629,722
1995	4,520	<b>4,556,285</b>	106,395	307,894	0	4,970,574
1996	4,545	<b>4,942,257</b>	126,364	317,702	0	5,386,323
1997	4,545	<b>5,417,360</b>	107,163	315,766	0	5,840,289
1998	4,545	<b>6,066,904</b>	103,806	313,383	0	6,484,093
1999	4,367	<b>6,878,914</b>	135,796	302,746	0	7,317,456
2000	4,310	<b>6,377,715</b>	105,570	301,569	0	6,784,854
2001	4,184	<b>6,447,282</b>	105,420	299,197	0	6,851,899
2002	5,035	<b>7,083,000</b>	183,000	291,000	0	7,557,000
2003	5,035	<b>7,945,590</b>	360,536	316,843	0	8,622,968
2004	4,926	<b>8,610,618</b>	505,946	317,487	0	9,434,051
2005	4,927	<b>11,780,000</b>	285,000	310,000	0	12,375,000
2006	4,893	<b>12,659,000</b>	292,000		10,289,000	23,240,000
2007	5,098	<b>13,583,000</b>	339,000	286,000	11,309,000	25,517,000
2008	5,091	<b>15,406,000</b>	404,000	260,000	11,083,000	27,154,000
2009	5,074	<b>17,347,000</b>	296,000	392,000	11,228,000	29,262,000
2010	5,021	<b>18,174,000</b>	392,000	164,000	12,163,000	30,892,000
2011	4,968	<b>21,088,000</b>	706,000	272,000	13,177,000	35,243,000
2012	3,982	<b>18,252,000</b>	482,000	505,000	13,294,000	32,533,000
2013	3,935	<b>20,770,000</b>	510,000	467,000	16,765,000	38,513,000
2014	3,907	<b>23,131,000</b>	763,000	208,000	15,036,000	39,138,000
2015	3,885	<b>23,072,000</b>	702,000	376,000	18,469,000	42,619,000
2016	3,853	<b>26,793,000</b>	936,000	331,000	18,840,000	46,901,000
2017	3,816	<b>26,268,000</b>	1,039,000	324,000	21,749,000	49,380,000
2018	3,766	<b>26,628,000</b>	914,000	120,000	21,503,000	49,165,000
2019	3,713	<b>32,730,000</b>	1,141,000	220,000	24,433,000	58,524,000
2020	4,268	<b>33,870,000</b>	1,318,000	169,000	25,857,000	61,214,000
<b>2021</b>	<b>4,193</b>	<b>36,901,000</b>	<b>1,085,000</b>	<b>175,000</b>	<b>25,308,000</b>	<b>63,470,000</b>
<b>2022</b>	<b>4,448</b>	<b>45,672,000</b>	<b>1,367,000</b>	<b>137,000</b>	<b>28,127,000</b>	<b>75,304,000</b>
<b>2023</b>	<b>4,450</b>	<b>50,921,000</b>	<b>1,947,000</b>	<b>118,000</b>	<b>30,017,000</b>	<b>83,003,000</b>
<b>2024</b>	<b>~4000</b>	<b>49,010,018</b>	<b>1,640,238</b>	<b>146,887</b>	<b>32,432,787</b>	<b>83,229,930</b>

**The Comp & Pen expenditures include dollars for the following programs: Veteran's compensation for service-connected disabilities; dependency and indemnity compensation for service-connected deaths; veteran's pension for nonservice-connected disabilities; and burial and other benefits to veterans and their survivors.**

FY25

# Check Register

Packet: APPKT07927 - COURT 11/12/2025 FY25



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 19135	COMPLEX CONTRACTING, INC	11/12/2025	Regular	0.00	104,897.42	1352

### Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	104,897.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>104,897.42</b>

ACH # \_\_\_\_\_ -035

CHECK #'S 1352 - \_\_\_\_\_ Grants Bank

ACH # \_\_\_\_\_ -010

CHECK #'S 313409 - 313415 Main Bank

Check Register

Packet: APPKT07927-COURT 11/12/2025 FY25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
14585	AXON ENTERPRISE, INC.	11/12/2025	Regular	0.00	1,190.00	313409
19135	COMPLEX CONTRACTING, INC	11/12/2025	Regular	0.00	233,481.36	313410
19959	EWALD II LLC	11/12/2025	Regular	0.00	4,306.60	313411
258	LIVINGSTON FIRE DEPARTMENT	11/12/2025	Regular	0.00	45,833.34	313412
266	ONALASKA FIRE DEPARTMENT	11/12/2025	Regular	0.00	9,498.33	313413
13850	RURAL PIPE & SUPPLY, INC	11/12/2025	Regular	0.00	6,350.00	313414
736	TEXAS ASSOCIATION OF COUNTIES	11/12/2025	Regular	0.00	4,007.20	313415

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	7	0.00	304,666.83
Manual Checks	0	0	0.00	0.00
Voded Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>11</b>	<b>7</b>	<b>0.00</b>	<b>304,666.83</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	12	8	0.00	409,564.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>12</b>	<b>8</b>	<b>0.00</b>	<b>409,564.25</b>

### Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	11/2025	104,897.42
999	POOLED CASH - COUNTY FUNDS	11/2025	304,666.83
			<b>409,564.25</b>

FY26

# Check Register

Packet: APPKT07908 - VETERANS



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
020304	ROOD, JEFF	10/30/2025	Regular	0.00	995.00	1337

### Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	995.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>995.00</b>

ACH # \_\_\_\_\_

CHECK #'S 1337 - \_\_\_\_\_

### Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	995.00
			<u>995.00</u>

FY25

# Check Register

Packet: APPKT07895 - CITIBANK FY25



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
13953	CITIBANK	10/28/2025	Regular	0.00	902.45	1335

### Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	902.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>902.45</b>

ACH # \_\_\_\_\_ -035  
 CHECK #S 1335 - \_\_\_\_\_ grants Bank.

ACH # \_\_\_\_\_ -010  
 CHECK #S 313373 - 313376 Main Bank

Check Register

Packet: APPKT07895-CITIBANK FY25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
13953	CITIBANK	10/28/2025	Regular	0.00	19,527.72	313373
	**Void**	10/28/2025	Regular	0.00	0.00	313374
	**Void**	10/28/2025	Regular	0.00	0.00	313375
	**Void**	10/28/2025	Regular	0.00	0.00	313376

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	19,527.72
Manual Checks	0	0	0.00	0.00
Volded Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>4</b>	<b>0.00</b>	<b>19,527.72</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	20,430.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>5</b>	<b>0.00</b>	<b>20,430.17</b>

### Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	902.45
999	POOLED CASH - COUNTY FUNDS	10/2025	<u>19,527.72</u>
			<b>20,430.17</b>

FY25

# Check Register

Packet: APPKT07876 - UTILITIES FY25



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16207	MCKESSON MEDICAL-SURGICAL INC	10/24/2025	Regular	0.00	18.36	313304

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	1	0.00	18.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>2</b>	<b>1</b>	<b>0.00</b>	<b>18.36</b>

ACH # \_\_\_\_\_

CHECK #S 313304 - \_\_\_\_\_

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	18.36
			<u>18.36</u>

FY25

# Check Register

Packet: APPKT07879 - FVA GRANT FY25



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 125	CITY OF LIVINGSTON *	10/24/2025	Regular	0.00	279.22	1334

### Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	279.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>279.22</b>

ACH # \_\_\_\_\_

CHECK #'S 1334 - \_\_\_\_\_

### Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	279.22
			<u>279.22</u>

F125



Polk County, TX

# Check Register

Packet: APPKT07881 - UNEMP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
6159	TEXAS ASSOCIATION OF COUNTIES	10/24/2025	Regular	0.00	3,182.26	313306
	**Void**	10/24/2025	Regular	0.00	0.00	313307
	**Void**	10/24/2025	Regular	0.00	0.00	313308
	**Void**	10/24/2025	Regular	0.00	0.00	313309
	**Void**	10/24/2025	Regular	0.00	0.00	313310
	**Void**	10/24/2025	Regular	0.00	0.00	313311

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	35	1	0.00	3,182.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>35</b>	<b>6</b>	<b>0.00</b>	<b>3,182.26</b>

ACH # \_\_\_\_\_

CHECK #'S 313306 - 313311

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	3,182.26
			<u>3,182.26</u>

FY25



Polk County, TX

# Check Register

Packet: APPKT07784 - INSURANCE READY TO GO FY25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Health Trst 083-AP Health Insurance Trust 083</b>						
16224	AmWINS Group Benefits, Inc.	10/26/2025	Regular	0.00	10,472.07	601
	**Void**	10/26/2025	Regular	0.00	0.00	602
	**Void**	10/26/2025	Regular	0.00	0.00	603
	**Void**	10/26/2025	Regular	0.00	0.00	604

### Bank Code AP Health Trst 083 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	10,472.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>4</b>	<b>0.00</b>	<b>10,472.07</b>

ACH # \_\_\_\_\_ -083

CHECK #'S 601 - 604 Health Ins.

ACH # \_\_\_\_\_ -010

CHECK #'S 313360 - 313370 Main Bank

Check Register

Packet: APPKT07784-INSURANCE READY TO GO FY25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
16183	GUARDIAN	10/26/2025	Regular	0.00	2,316.68	313360
	**Void**	10/26/2025	Regular	0.00	0.00	313361
	**Void**	10/26/2025	Regular	0.00	0.00	313362
19285	LOOMIS COMPANY, THE	10/26/2025	Regular	0.00	1,036.14	313363
20113	MAY, GRACIE LYNN	10/26/2025	Regular	0.00	21.77	313364
16781	MEDICAL AIR SERVICES ASSOCIATIO	10/26/2025	Regular	0.00	179.00	313365
16182	MetLife	10/26/2025	Regular	0.00	13,154.97	313366
	**Void**	10/26/2025	Regular	0.00	0.00	313367
	**Void**	10/26/2025	Regular	0.00	0.00	313368
	**Void**	10/26/2025	Regular	0.00	0.00	313369
544	NATIONAL FAMILY CARE LIFE	10/26/2025	Regular	0.00	22.50	313370

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	6	0.00	16,731.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>27</b>	<b>11</b>	<b>0.00</b>	<b>16,731.06</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	7	0.00	27,203.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>28</b>	<b>15</b>	<b>0.00</b>	<b>27,203.13</b>

### Fund Summary

Fund	Name	Period	Amount
083	RETIREE HEALTH BENEFITS TRUST	10/2025	10,472.07
999	POOLED CASH - COUNTY FUNDS	10/2025	16,731.06
			<b>27,203.13</b>

FY25

# Check Register

Packet: APPKT07870 - GATES



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 20297	DRM GAS	10/22/2025	Regular	0.00	189.00	1330

### Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	189.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>189.00</b>

ACH # \_\_\_\_\_

-035

CHECK #'S 1330 - \_\_\_\_\_

grants Bank.

### Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	189.00
			<u>189.00</u>

Fy26



Polk County, TX

ACH # \_\_\_\_\_

# Check Register

Packet: APPKT07928 - COURT 11/12/2025 FY26

CHECK #'S 313410 - 313499

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Main 999-AP Bank Code Old (999)						
15966	ABLES-LAND, INC.	11/12/2025	Regular	0.00	481.21	313416
15166	AMERICAN FILTER SERVICE	11/12/2025	Regular	0.00	170.00	313417
14152	AMG PRINTING & MAILING LLC	11/12/2025	Regular	0.00	31,846.31	313418
14911	ANDREAS, DUSTIN	11/12/2025	Regular	0.00	2,115.00	313419
700	ANGELINA DIAGNOSTIC RADIOLOGY	11/12/2025	Regular	0.00	14.44	313420
16208	ARCOSA AGGREGATES, INC.	11/12/2025	Regular	0.00	24,181.36	313421
19011	BATWING FIELD SERVICES, LLC	11/12/2025	Regular	0.00	1,656.95	313422
16669	BEN E. KEITH COMPANY	11/12/2025	Regular	0.00	15,438.51	313423
12141	BENITEZ, MARCO DR.	11/12/2025	Regular	0.00	47.68	313424
8594	BERG, CECIL E.	11/12/2025	Regular	0.00	7,832.50	313425
14526	BOWEN, DAVID LEON	11/12/2025	Regular	0.00	1,150.00	313426
19987	BROOKS, SUZANNE S.	11/12/2025	Regular	0.00	1,639.71	313427
8102	CDW GOVERNMENT	11/12/2025	Regular	0.00	31,435.88	313428
19917	CINTAS CORPORATION NO.2	11/12/2025	Regular	0.00	194.06	313429
8372	CLEVELAND ASPHALT PRODUCTS CC	11/12/2025	Regular	0.00	9,430.24	313430
153	COCHRAN FUNERAL HOME *	11/12/2025	Regular	0.00	425.00	313431
8182	COLVIN, ANTHONY L	11/12/2025	Regular	0.00	720.60	313432
16499	CONROE WELDING SUPPLY, INC.	11/12/2025	Regular	0.00	9.00	313433
13713	COOK TIRE & SERVICE CENTER, INC	11/12/2025	Regular	0.00	625.32	313434
20293	CUSTOS, LLC	11/12/2025	Regular	0.00	400.00	313435
19839	DAY, JESSICA	11/12/2025	Regular	0.00	450.00	313436
14853	DIRECT SOLUTIONS	11/12/2025	Regular	0.00	30.08	313437
16467	EAST TEXAS FOOT ASSOCIATES	11/12/2025	Regular	0.00	98.37	313438
19392	EASTEX FLEET SOLUTIONS LLC	11/12/2025	Regular	0.00	2,929.42	313439
16305	ELITE TREE TEXAS, LLC	11/12/2025	Regular	0.00	700.00	313440
18713	E-NOTICE, INC	11/12/2025	Regular	0.00	584.85	313441
12455	EVANS, SETH E	11/12/2025	Regular	0.00	1,300.00	313442
16515	EVIDENT, INC.	11/12/2025	Regular	0.00	1,451.63	313443
19959	EWALD II LLC	11/12/2025	Regular	0.00	1,659.33	313444
676	FAIR ICE SERVICE	11/12/2025	Regular	0.00	181.50	313445
14165	FERRARA'S HEATING & AIR CONDITI	11/12/2025	Regular	0.00	576.00	313446
11370	FLOWERS BAKING COMPANY	11/12/2025	Regular	0.00	511.70	313447
13982	GARDNER OIL INC	11/12/2025	Regular	0.00	879.75	313448
7573	GRAINGER	11/12/2025	Regular	0.00	414.76	313449
14153	HAMRICK, JULIE MAYES	11/12/2025	Regular	0.00	3,000.00	313450
13434	HANCOCK-JONES, CHRISTIE LEE	11/12/2025	Regular	0.00	1,900.00	313451
10197	HUGHES PETROLEUM PRODUCTS, IN	11/12/2025	Regular	0.00	21.56	313452
16220	HUGHES, MATTHEW	11/12/2025	Regular	0.00	9,881.05	313453
16585	INDIGENT HEALTHCARE SOLUTIONS	11/12/2025	Regular	0.00	1,865.00	313454
19467	INDUSTRIAL CHEM LABS & SERVICE	11/12/2025	Regular	0.00	291.61	313455
18791	INTEGRATED PRESCRIPTION MANAC	11/12/2025	Regular	0.00	141.42	313456
18580	INTEGRATIVE EMERGENCY SERVICE	11/12/2025	Regular	0.00	344.72	313457
20099	J&A COX LLC	11/12/2025	Regular	0.00	15.98	313458
19040	JACKSON, BREVIN	11/12/2025	Regular	0.00	1,050.00	313459
13547	LAKEVIEW TOWING	11/12/2025	Regular	0.00	85.00	313460
12708	LANGE DISTRIBUTING CO INC	11/12/2025	Regular	0.00	152.35	313461
6164	LAW ENFORCEMENT SYSTEMS, INC.	11/12/2025	Regular	0.00	880.00	313462
19503	LAW OFFICE OF DANIEL K USIAK, PC	11/12/2025	Regular	0.00	2,572.50	313463
1805	LIVINGSTON LAWN & GARDEN, LLC	11/12/2025	Regular	0.00	269.19	313464
18756	LONG, JOSHUA	11/12/2025	Regular	0.00	299.09	313465
16168	LYNN HENDRIX TRUCK & EQUIPMEN	11/12/2025	Regular	0.00	1,510.83	313466
15538	MCPMAHON IV, JOSHUA	11/12/2025	Regular	0.00	258.00	313467
15371	MONTGOMERY TECHNOLOGY INC	11/12/2025	Regular	0.00	2,955.00	313468
1561	MURPHY, SYDNEY	11/12/2025	Regular	0.00	215.19	313469

Check Register

Packet: APPKT07928-COURT 11/12/2025 FY26

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
500	MUSTANG MACHINERY COMPANY,	11/12/2025	Regular	0.00	1,009.97	313470
9802	O'REILLY AUTO ENTERPRISES, LLC	11/12/2025	Regular	0.00	1,035.29	313471
14837	PHILLIPS, BOBBY	11/12/2025	Regular	0.00	450.00	313472
11181	PINEYWOODS PATHOLOGY, P.A.	11/12/2025	Regular	0.00	340.00	313473
8535	POLK COUNTY TRACTOR SUPPLY CO	11/12/2025	Regular	0.00	536.98	313474
12060	POLK COUNTY TREASURER	11/12/2025	Regular	0.00	3,000.00	313475
8916	POWERPLAN	11/12/2025	Regular	0.00	114.72	313476
8916	POWERPLAN	11/12/2025	Regular	0.00	3,328.06	313477
9706	RELIABLE AUTO PARTS CO.	11/12/2025	Regular	0.00	253.48	313478
13370	RELX INC.	11/12/2025	Regular	0.00	1,487.07	313479
18808	RICHARDS, ROCKY	11/12/2025	Regular	0.00	2,652.79	313480
15553	RICHARDSON CONSTRUCTION LLC	11/12/2025	Regular	0.00	1,430.00	313481
15151	RICHARDSON, JAMIE	11/12/2025	Regular	0.00	131.50	313482
1475	ROTH, JOE D.	11/12/2025	Regular	0.00	1,050.00	313483
13850	RURAL PIPE & SUPPLY, INC	11/12/2025	Regular	0.00	216.80	313484
19537	SAN JACINTO COUNTY SHERIFF	11/12/2025	Regular	0.00	10,335.00	313485
16154	SHADWICK, LANA	11/12/2025	Regular	0.00	1,800.00	313486
19234	SHUKAN, LENOR EDITH	11/12/2025	Regular	0.00	4,215.00	313487
6117	SIRCHIE ACQUISITION COMPANY, LL	11/12/2025	Regular	0.00	263.89	313488
15173	SMITH SR, ROBERT LEE	11/12/2025	Regular	0.00	601.77	313489
10681	TEXAS ASSOCIATION OF COUNTIES	11/12/2025	Regular	0.00	250.00	313490
14637	TEXAS ASSOCIATION OF COUNTIES	11/12/2025	Regular	0.00	3,303.52	313491
15913	TEXAS ASSOCIATION OF GOVERNME	11/12/2025	Regular	0.00	175.00	313492
18900	TEXAS MATERIALS GROUP, INC	11/12/2025	Regular	0.00	28,012.76	313493
20302	THIS & THAT PROMO	11/12/2025	Regular	0.00	350.18	313494
782	THOMAS SUPPLY, INC.	11/12/2025	Regular	0.00	1,460.76	313495
15088	TRANSUNION RISK AND ALTERNATI	11/12/2025	Regular	0.00	100.00	313496
15500	TYLER TECHNOLOGIES, INC	11/12/2025	Regular	0.00	3,851.83	313497
19983	WALKER, LINDSAY	11/12/2025	Regular	0.00	1,185.00	313498
19979	WHITENER ENTERPRISES, INC.	11/12/2025	Regular	0.00	5,370.70	313499

Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	186	84	0.00	247,601.82
Manual Checks	0	0	0.00	0.00
Volded Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
<b>Total</b>	<b>186</b>	<b>84</b>	<b>0.00</b>	<b>247,601.82</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	11/2025	247,601.82
			<u>247,601.82</u>

Fyne

# Check Register

Packet: APPKT07898 - UTILITIES FY26



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
11454	CENTERPOINT ENERGY ENTEX	10/31/2025	Regular	0.00	2,603.86	313393
123	CITY OF CORRIGAN *	10/31/2025	Regular	0.00	222.40	313394
7949	ENERGY TEXAS, INC	10/31/2025	Regular	0.00	1,323.99	313395
16207	MCKESSON MEDICAL-SURGICAL INC	10/31/2025	Regular	0.00	531.86	313396
563	MOSCOW WATER SUPPLY CORP	10/31/2025	Regular	0.00	50.75	313397
6567	POLK COUNTY TAX OFFICE	10/31/2025	Regular	0.00	75.00	313398
12060	POLK COUNTY TREASURER	10/31/2025	Regular	0.00	2,280.00	313399
724	SAM HOUSTON ELECTRIC COOP. INC	10/31/2025	Regular	0.00	1,256.60	313400
15186	TEXAS DOCUMENT SOLUTIONS INC	10/31/2025	Regular	0.00	158.00	313401
15186	TEXAS DOCUMENT SOLUTIONS INC	10/31/2025	Regular	0.00	146.00	313402
15186	TEXAS DOCUMENT SOLUTIONS INC	10/31/2025	Regular	0.00	261.20	313403
15186	TEXAS DOCUMENT SOLUTIONS INC	10/31/2025	Regular	0.00	4.00	313404
10737	WAL MART COMMUNITY BRC	10/31/2025	Regular	0.00	1,189.60	313405
10736	WAL MART COMMUNITY BRC *	10/31/2025	Regular	0.00	949.93	313406
10721	WELLS FARGO VENDOR FINANCIAL S	10/31/2025	Regular	0.00	2,871.08	313407

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	31	15	0.00	13,924.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>31</b>	<b>15</b>	<b>0.00</b>	<b>13,924.27</b>

ACH # \_\_\_\_\_

CHECK #'S 313393 - 313407

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	13,924.27
			<u>13,924.27</u>

FY25



Polk County, TX

# Check Register

Packet: APPKT07905 - UTILITIES FY25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
10737	WAL MART COMMUNITY BRC	10/31/2025	Regular	0.00	1,363.29	313391
10736	WAL MART COMMUNITY BRC *	10/31/2025	Regular	0.00	1,134.34	313392

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	2	0.00	2,497.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>3</b>	<b>2</b>	<b>0.00</b>	<b>2,497.63</b>

ACH # \_\_\_\_\_

CHECK #'S 313391 - 313392

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	2,497.63
			<u>2,497.63</u>

Fixe



Polk County, TX

# Check Register

Packet: APPKT07904 - VETERANS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Grants Funds 035-AP Grants Funds 035 20303	T-MOBILE USA INC.	10/30/2025	Regular	0.00	204.58	1336

### Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	204.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>204.58</b>

ACH # \_\_\_\_\_ -035

CHECK #S 1336 - \_\_\_\_\_ grants Bank

### Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	204.58
			<hr/>
			204.58

Five



Polk County, TX

# Check Register

Packet: APPKT07900 - REOCCURING

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
618	LUNA, DR RAYMOND M.D.	11/01/2025	Regular	0.00	11,700.00	313383
16337	POLK COUNTY HIGHER EDUCATION	11/01/2025	Regular	0.00	1,100.00	313384
16506	ROSARIO, MARCELO	11/01/2025	Regular	0.00	5,350.59	313385
16784	SERENITY HOUSE COUNSELING, PLLC	11/01/2025	Regular	0.00	6,000.00	313386
16786	WINSTON, ANN L.	11/01/2025	Regular	0.00	3,000.00	313387

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	27,150.59
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>5</b>	<b>5</b>	<b>0.00</b>	<b>27,150.59</b>

ACH # \_\_\_\_\_

CHECK #'S 313383 - 313387

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	11/2025	<u>27,150.59</u>
			27,150.59

Fy26

# Check Register

Packet: APPKT07897 - FY26 HIGG



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
20210	HIGGINBOTHAM PUBLIC SECTOR, LL	10/28/2025	Regular	0.00	11,804.47	313377
	**Void**	10/28/2025	Regular	0.00	0.00	313378
	**Void**	10/28/2025	Regular	0.00	0.00	313379
	**Void**	10/28/2025	Regular	0.00	0.00	313380
	**Void**	10/28/2025	Regular	0.00	0.00	313381
	**Void**	10/28/2025	Regular	0.00	0.00	313382

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	28	1	0.00	11,804.47
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>28</b>	<b>6</b>	<b>0.00</b>	<b>11,804.47</b>

ACH # \_\_\_\_\_

CHECK #'S 313377 - 313382

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	11,804.47
			<u>11,804.47</u>

FY22

# Payment Register

APPKT07889 - PYPKT06666 - YEAGER/ROSS CORRECTIONS

01 - Vendor Set 01



Polk County, TX

Bank: AP Main 999 - AP Bank Code Old (999)

Vendor Number	Vendor Name				Total Vendor Amount
<u>16447</u>	IRS FED INCOME TAX				37.29
<b>Payment Type</b>	<b>Payment Number</b>		<b>Payment Date</b>	<b>Payment Amount</b>	
Bank Draft	<u>DFT0004864</u>		10/31/2025	17.61	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>INV0032564</u>	FED INCOME TAX WITHHOLDING	10/24/2025	10/31/2025	0.00	17.61
Bank Draft	<u>DFT0004865</u>		10/31/2025	15.94	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>INV0032565</u>	IRS SOC SEC	10/10/2025	10/31/2025	0.00	15.94
Bank Draft	<u>DFT0004866</u>		10/31/2025	3.74	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>INV0032566</u>	IRS MEDICARE	10/10/2025	10/31/2025	0.00	3.74

ACH # 48004, 48005, 48010

CHECK #'S \_\_\_\_\_ " \_\_\_\_\_

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Main 999	Manual Bank Draft	3	3	0.00	37.29
	<b>Packet Totals:</b>	<b>3</b>	<b>3</b>	<b>0.00</b>	<b>37.29</b>

**Cash Fund Summary**

Fund	Name	Amount
999	POOLED CASH - COUNTY FUNDS	-37.29
	Packet Totals:	<u>-37.29</u>

FY26

# Check Register

Packet: APPKT07896 - CITIBANK FY26



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
13953	CITIBANK	10/28/2025	Regular	0.00	8,089.71	313372

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	8,089.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>8,089.71</b>

ACH # \_\_\_\_\_

CHECK #S 313372 - \_\_\_\_\_

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	8,089.71
			<u>8,089.71</u>

FY26

# Check Register

Packet: APPKT07864 - UTILITIES FY26



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Main 999-AP Bank Code Old (999)</b>						
13744	DIRECTV, INC	10/24/2025	Regular	0.00	89.99	313298
7949	ENTERGY TEXAS, INC	10/24/2025	Regular	0.00	683.14	313299
16207	MCKESSON MEDICAL-SURGICAL INC	10/24/2025	Regular	0.00	1,654.96	313300
8025	POLK COUNTY FRESH WATER DISTRI	10/24/2025	Regular	0.00	105.55	313301
724	SAM HOUSTON ELECTRIC COOP. INC	10/24/2025	Regular	0.00	615.00	313302
15186	TEXAS DOCUMENT SOLUTIONS INC	10/24/2025	Regular	0.00	102.58	313303

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	6	0.00	3,251.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>11</b>	<b>6</b>	<b>0.00</b>	<b>3,251.22</b>

ACH # \_\_\_\_\_

CHECK #'S 313298 - 313303

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	3,251.22
			<u>3,251.22</u>

FY26

# Check Register

Packet: APPKT07878 - FVA GRANT FY26



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Grants Funds 035-AP Grants Funds 035</b>						
20299	RICK WAGNER FARMS, LLC.	10/24/2025	Regular	0.00	3,396.80	1331
724	SAM HOUSTON ELECTRIC COOP. INC	10/24/2025	Regular	0.00	167.82	1332
442	THE LIVINGSTON TELEPHONE COMF	10/24/2025	Regular	0.00	106.63	1333

### Bank Code AP Grants Funds 035 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	3,671.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>3</b>	<b>3</b>	<b>0.00</b>	<b>3,671.25</b>

ACH # \_\_\_\_\_ -035

CHECK #'S 1331 - 1333 grants Bank

### Fund Summary

Fund	Name	Period	Amount
035	GRANT FUND	10/2025	<u>3,671.25</u>
			<b>3,671.25</b>

File



Polk County, TX

# Check Register

Packet: APPKT07880 - PAYROLL DEDUCTIONS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12068	TMPA TRAINING	10/24/2025	Regular	0.00	14.77	313305

### Bank Code AP Main 999 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	14.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>1</b>	<b>0.00</b>	<b>14.77</b>

ACH # \_\_\_\_\_

CHECK #'S 313305 - \_\_\_\_\_

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH - COUNTY FUNDS	10/2025	14.77
			<u>14.77</u>

Fixed



Polk County, TX

# Payment Register

17867 - PYPKT06634 - 10/24/2025 PAYDATE PP 10/06-10/19/2025  
01 - Vendor Set 01

Bank: AP Main 999 - AP Bank Code Old (999)

Vendor Number	Vendor Name					Total Vendor Amount
8930	CAPITAL BANK & TRUST CO.					1,072.24
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Bank Draft	DFT0004846			10/24/2025	1,072.24	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032495	American Funds	10/24/2025	10/24/2025	0.00	1,072.24	
16447	IRS FED INCOME TAX					157,022.21
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Bank Draft	DFT0004831			10/31/2025	1,646.29	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032378	FED INCOME TAX WITHHOLDING	10/24/2025	10/31/2025	0.00	1,646.29	
Bank Draft	DFT0004832			10/31/2025	2,790.00	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032379	IRS SOC SEC	10/24/2025	10/31/2025	0.00	2,790.00	
Bank Draft	DFT0004833			10/31/2025	652.50	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032380	IRS MEDICARE	10/24/2025	10/31/2025	0.00	652.50	
Bank Draft	DFT0004835			10/31/2025	273.02	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032383	FED INCOME TAX WITHHOLDING	10/24/2025	10/31/2025	0.00	273.02	
Bank Draft	DFT0004836			10/31/2025	1,419.80	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032384	IRS SOC SEC	10/24/2025	10/31/2025	0.00	1,419.80	
Bank Draft	DFT0004837			10/31/2025	332.32	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032385	IRS MEDICARE	10/24/2025	10/31/2025	0.00	332.32	
Bank Draft	DFT0004839			10/31/2025	8.60	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032386	FED INCOME TAX WITHHOLDING	10/10/2025	10/31/2025	0.00	8.60	
Bank Draft	DFT0004840			10/31/2025	8.88	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032387	IRS SOC SEC	10/10/2025	10/31/2025	0.00	8.88	
Bank Draft	DFT0004841			10/31/2025	2.08	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032388	IRS MEDICARE	10/10/2025	10/31/2025	0.00	2.08	
Bank Draft	DFT0004855			10/31/2025	49,248.06	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032523	FED INCOME TAX WITHHOLDING	10/24/2025	10/31/2025	0.00	49,248.06	
Bank Draft	DFT0004856			10/31/2025	81,565.10	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032524	IRS SOC SEC	10/24/2025	10/31/2025	0.00	81,565.10	
Bank Draft	DFT0004857			10/31/2025	19,075.56	
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV0032525	IRS MEDICARE	10/24/2025	10/31/2025	0.00	19,075.56	

ACH # 4846, 4831, 4832, 4833, 4835, 4836, 4837, 4839, 4840, 4841, 4855, 4856  
4857, 4851, 4853, 4854

CHECK #'S \_\_\_\_\_

Payment Register

APPKT07867 - PYPKT06634 - 10/24/2025 PAYDATE PP 10/06-10/19/2025

<b>Vendor Number</b> <u>558</u>	<b>Vendor Name</b> NATIONWIDE RETIREMENT SOLUTIONS			<b>Total Vendor Amount</b> 1,158.00	
<b>Payment Type</b> Bank Draft	<b>Payment Number</b> <u>DFT0004851</u>			<b>Payment Date</b> 10/24/2025	<b>Payment Amount</b> 1,158.00
<b>Payable Number</b> <u>INV0032511</u>	<b>Description</b> NATIONWIDE RETIREMENT	<b>Payable Date</b> 10/24/2025	<b>Due Date</b> 10/24/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,158.00

<b>Vendor Number</b> <u>11380</u>	<b>Vendor Name</b> TEXAS CHILD SUPPORT DIVISION			<b>Total Vendor Amount</b> 3,072.24	
<b>Payment Type</b> Bank Draft	<b>Payment Number</b> <u>DFT0004853</u>			<b>Payment Date</b> 10/24/2025	<b>Payment Amount</b> 149.08
<b>Payable Number</b> <u>INV0032516</u>	<b>Description</b> TEXAS CHILD SUPPORT DIVISION	<b>Payable Date</b> 10/24/2025	<b>Due Date</b> 10/24/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 149.08

<b>Bank Draft</b>	<b><u>DFT0004854</u></b>			<b>10/24/2025</b>	<b>2,923.16</b>
<b>Payable Number</b> <u>INV0032517</u>	<b>Description</b> TEXAS CHILD SUPPORT DIVISION	<b>Payable Date</b> 10/24/2025	<b>Due Date</b> 10/24/2025	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,923.16

### Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP Main 999	Manual Bank Draft	16	16	0.00	162,324.69
	<b>Packet Totals:</b>	<b>16</b>	<b>16</b>	<b>0.00</b>	<b>162,324.69</b>

### Cash Fund Summary

Fund	Name	Amount
999	POOLED CASH - COUNTY FUNDS	-162,324.69
	<b>Packet Totals:</b>	<b>-162,324.69</b>

FY26

# Check Register

Packet: APPKT07783 - INSURANCE READY TO GO FY26



Polk County, TX

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Health Trst 083-AP Health Insurance Trust 083</b>						
16224	AmWINS Group Benefits, Inc.	10/26/2025	Regular	0.00	10,472.07	605
	**Void**	10/26/2025	Regular	0.00	0.00	606
	**Void**	10/26/2025	Regular	0.00	0.00	607
	**Void**	10/26/2025	Regular	0.00	0.00	608

### Bank Code AP Health Trst 083 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	10,472.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>1</b>	<b>4</b>	<b>0.00</b>	<b>10,472.07</b>

ACH # \_\_\_\_\_

CHECK #'S 605 - 608

### Fund Summary

Fund	Name	Period	Amount
083	RETIREE HEALTH BENEFITS TRUST	10/2025	10,472.07
			<u>10,472.07</u>



Polk County, Texas

# ORDER

## OF THE POLK COUNTY COMMISSIONERS COURT

Designating Surplus/Salvage Property and Disposition thereof

**WHEREAS**, in a regular meeting of the Polk County Commissioners Court held November 12, 2025 certain item/s as listed on Asset Management Forms attached hereto as Exhibit "A" were determined to be surplus/salvage property as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.151;

**THEREFORE**, the aforementioned item/s listed on Exhibit "A" of this Order are hereby designated as Surplus/Salvage Property of the County and shall be disposed of in a Public Auction to be held online by the County's contracted auctioneer and administered by the County Auditor;

**BE IT FURTHER ORDERED**, that any or all of the property listed on Exhibit "A" of this Order may be destroyed as worthless if the County undertakes to sell that property (by public auction) and is unable to do so because no bids are made or the property is unclaimed by a successful bidder for a period of thirty (30) days following the close of the auction. In this instance, the Auditor shall properly note such disposition for each item so destroyed.



---

Sydney Murphy, County Judge

### CERTIFICATE OF THE COUNTY CLERK

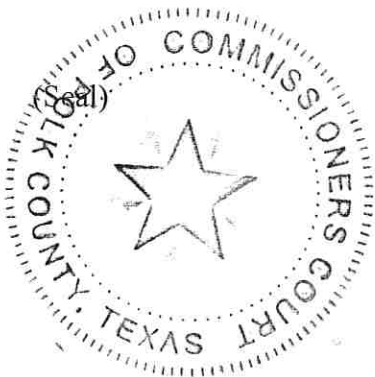
The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on November 12, 2025.

**IN WITNESS WHEREOF**, I have affixed my signature and the official seal of the Polk County Commissioners Court.



---

Schelana Hock, County Clerk  
Polk County, Texas



## Polk County Asset Management Form

Type of Transaction (check one):      Transfer        
    Surplus/Salvage        
 Date of Transaction 10/27/2025      Waste     

Inventory Items	Description of Equipment	Serial Numbers	Property Number
2	Red Rolling Office Chairs	None	None
3	Monitor Stands (Black)	None	None
1	HP Keyboard (Black)	None	BF81000350
1	Logitech Keyboard (Black)	None	818
1	Logitech Keyboard (White)	None	820-007886
1	Logitech Keyboard (Black)	None	4003
1	HP Computer Tower	MXL13309WD	100204
1	HP Computer Tower	2UA41618V5	100206
2	Logitech Computer Mouses	None	None
1	External Speaker	OC730C-71623-96P-4733	None
1	3 Piece Sub Woofer System	None	None
2	USB Cables (Black)	None	None
1	Yealink Phone with Base	None	2002
1	Clartouch Knowledge Base	CTI-118	None
2	Phone Handset (Black)	None	None
1	Internet Vue (White)	1169L 17C01015	None
1	Castway Cooler (White)	2006000291	None

Transferring/Selling Dept.     

Dept. Head Signature      *C. Armstrong*

Receiving Department     

Dept. Head Signature      \_\_\_\_\_

**DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:**  
 Damaged and non working equipment for Surplused

Copy to Transferring Dept., Receiving Dept., Maintenance Engineering and County Auditor

# Polk County Asset Management Form

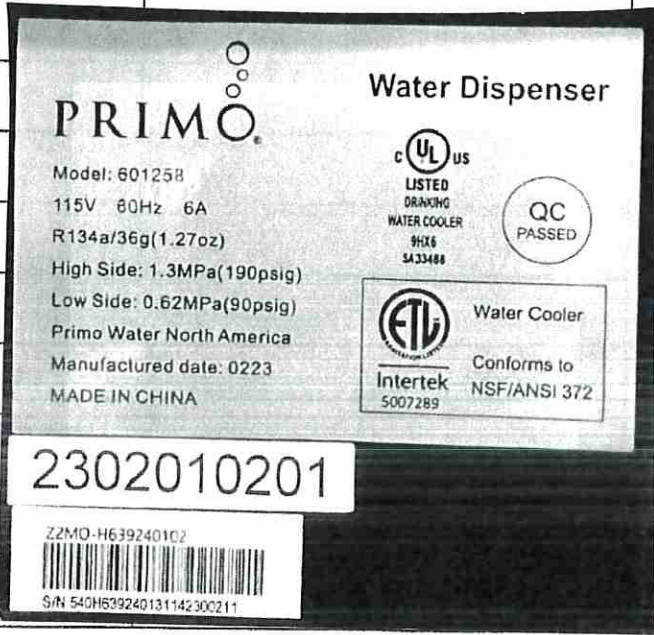

Type of Transaction (check one)

Transfer	<input type="checkbox"/>
Surplus/Salvage	<input checked="" type="checkbox"/>
Waste	<input type="checkbox"/>

Date of Transaction 10/29/25

Inventory Items

Description of Equipment	Serial Number
--------------------------	---------------

<i>Does not work</i>	
	2302010201
	Z2MO-H639240102
	
	S/N 540H639240131142300211

Transferring/Selling Dept.

Dept. Head Signature *[Signature]*

Receiving Department

Dept. Head Signature *[Signature]*

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

*Does not  
work*

**OCTOBER 15, 2025 TO OCTOBER 28, 2025**

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT		ACTION TAKEN
(1)	MICHAEL GOINS	JAIL	1057 CORPORAL	REGULAR FULL-TIME	213/7 \$51,589.00	RESIGNATION EFFECTIVE 10/24/2025
(2)	CLIFTON GREENUP	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	211/3 \$46,169.00	SEPARATION EFFECTIVE 11/1/2025
(3)	RICHARD WALICKI	SECURITY	1063 BAILIFF	REGULAR FULL-TIME	215/1 \$49,406.00	EMERGENCY NEW HIRE EFFECTIVE 10/28/2025
(4)	RICHARD WALICKI	SECURITY	1063 BAILIFF	REGULAR PART-TIME	215/1 \$49,406.00	TRANSFER TO PART TIME, JAIL, #1055, 211/3, (22.20) EFFECTIVE 11/3/2025
(5)	ELISA CARRY	DISTRICT CLERK	106 COURT CLERK	REGULAR FULL-TIME	110/1 \$38,600.00	DISCRETIONARY INCREASE TO 110/2, \$39,418.00 EFFECTIVE 11/3/2025
(6)	MONICA GOODSON	DISTRICT CLERK	109 OFFICE MANAGER	REGULAR FULL-TIME	112/3 \$41,941.00	DISCRETIONARY INCREASE TO 112/3, \$43,768.00 EFFECTIVE 11/17/2025
(7)	KATEY NELSON	DISTRICT CLERK	106 COURT CLERK	REGULAR FULL-TIME	110/6 \$42,901.00	DISCRETIONARY INCREASE TO 110/7, \$43,827.00 EFFECTIVE 11/3/2025
(8)	KAYLA NICHOLSON	DISTRICT CLERK	106 COURT CLERK	REGULAR FULL-TIME	110/6 \$42,901.00	DISCRETIONARY INCREASE TO 110/7, \$43,827.00 EFFECTIVE 11/17/2025
(9)	GRADY PHILLIPS	DISTRICT CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	108/1 \$35,569.00	DISCRETIONARY INCREASE TO 108/2, \$36,311.00 EFFECTIVE 11/17/2025
(10)	LISA ROBERTS	DISTRICT CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	108/1 \$35,569.00	DISCRETIONARY INCREASE TO 108/02, \$36,311.00 EFFECTIVE 11/17/2025
(11)	NADINE SMITH	DISTRICT CLERK	106 COURT CLERK	REGULAR FULL-TIME	110/6 \$42,901.00	DISCRETIONARY INCREASE TO 110/7, \$43,827.00 EFFECTIVE 10/20/2025
(12)	MEGAN SWANDER	DISTRICT CLERK	106 COURT CLERK	REGULAR FULL-TIME	110/6 \$42,901.00	DISCRETIONARY INCREASE TO 110/7, \$43,827.00 EFFECTIVE 11/17/2025
(13)	KIMBERLI WELSH	DISTRICT CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	108/1 \$35,569.00	DISCRETIONARY INCREASE TO 108/2, \$36,311.00 EFFECTIVE 11/3/2025
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						
(23)						

*Polk County*



**SHERIFF BYRON LYONS**

1733 N. Washington  
Livingston, Texas 77351  
(936) 327-6810

October 24, 2025

**Subject:** Recommendation to Retain Lone Star Commissary as the Polk County Jail Commissary Provider

Honorable Commissioners,

After a thorough review of the proposals submitted by Keefe Commissary Network, LLC, Correct Commissary, and Turnkey Corrections, and upon the recommendation of the Jail Administrator, I respectfully concur with the decision to retain **Lone Star Commissary** as the commissary service provider for the Polk County Jail.

Lone Star Commissary has consistently demonstrated a high level of professionalism, reliability, and responsiveness to the needs of our facility. Their proven record in providing accurate, timely, and compliant commissary services has contributed to the efficient operation of the jail and the satisfaction of both staff and inmates.

The Jail Administrator's review process was conducted with careful consideration of cost-effectiveness, service quality, security compliance, and overall performance history. While all vendors presented comparable proposals, Lone Star Commissary's longstanding partnership with our facility, coupled with their consistent service and adaptability to our operational requirements, provides significant value and stability.

It is my professional judgment that continuing our relationship with Lone Star Commissary serves the best interest of Polk County by ensuring dependable service, operational continuity, and fiscal responsibility.

Therefore, I respectfully request the Commissioners Court's approval to continue contracting with Lone Star Commissary as the official commissary provider for the Polk County Jail.

Respectfully

A handwritten signature in blue ink that reads "Byron Lyons".

Byron Lyons  
Sheriff, Polk County, Texas

# Commissary Service Agreement

THIS AGREEMENT made the 22<sup>nd</sup> day of October 2025, by and between **Polk County Sheriff's Office**, hereinafter referred to as "CLIENT", with home offices located 1733 N. Washington, Livingston, TX 77351 and "**Lone Star Commissary**", hereinafter referred to as "**Lone Star Commissary**", with home offices located at 3664 State Hwy 19 Huntsville, Texas 77320 for provision of commissary services to one (1) adult correctional facility located in the State of Texas at the following location:

**Polk County Sheriff's Office**  
1733 N. Washington  
Livingston, Texas 77351

WHEREAS, the CLIENT desires to avail itself of LONE STAR COMMISSARY services, and WHEREAS, LONE STAR COMMISSARY desires to provide commissary services for the CLIENT, now here fore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties, intended to be legally bound hereby, agree as follows:

## I. CLIENT'S GRANT TO LONE STAR COMMISSARY

The Client grants unto Lone Star Commissary, as an independent contractor, the exclusive right to sell commissary products to inmates in the above referenced jail.

## II. LONE STAR COMMISSARY'S RESPONSIBILITIES

- A.) Pursuant to the provisions of the Agreement, Lone Star Commissary will purchase, and maintain at high standards of quality, such mutually agreed number and type of inventory items at mutually agreed locations for the sales of food products, non-alcoholic beverages, and other such articles and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality. Lone Star Commissary warrants that prices are subject to ordinary price increases that might, from time to time be necessary due to market factors beyond the control of Lone Star Commissary, during the term of this contract.
- B.) Lone Star Commissary agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

## III. FACILITIES AND EQUIPMENT

- A.) The Client has the option to select and designate a mutually agreeable time and place of service and type of products sold. Lone Star Commissary guarantees that all equipment installed will be new or like new and have the approval of the local health offices and that the equipment will meet the specifications published by the United States Public Health Federation and National Sanitation Foundation.
- B.) It is hereby agreed that neither the Sheriff nor the Polk County Sheriff's Office Sheriff's Office assumes any responsibility whatsoever for any damage to the equipment while on its premises, unless the equipment is willfully abused or misused.

#### **IV. INDEMNIFICATION**

- A.) Lone Star Commissary shall indemnify The Client against any loss, damage, injury or death caused by Lone Star Commissary negligent acts or omissions or the negligent acts of Lone Star Commissary agents or employees, or losses, damages, injuries or death caused by Lone Star Commissary negligence and arising out of the consumption or use of the Products sold; provided, however, that nothing contained herein shall require Lone Star Commissary to defend or indemnify The Client for losses, damages, injuries or death arising out of the negligence of The Client, its agents or employees.
- B.) Lone Star Commissary's obligation to hold The Client harmless pursuant to the agreement shall be dependent upon The Client promptly notifying Lone Star Commissary in writing of any such claims or lawsuits against either Lone Star Commissary or The Client, but in no event not later than thirty (30) days after the date The Client first receives notification.

#### **V. MENUS AND SERVICE SPECIFICATIONS:**

- A.) The Client and Lone Star Commissary will mutually agree on prices and services specification.
- B.) Lone Star Commissary will provide software and install on one Polk County Sheriff's Office computer, provide training, insure all aspects of software is ready to submit order.
- C.) Lone Star Commissary will provide an Inmate Based Phone system to order inmate commissary, this will eliminate several man-hours a week. This system can be installed at the completion of the new jail.
- D.) All products will be shipped in climate-controlled trucks.

#### **VI. LICENSES, PERMITS AND TAXES:**

Lone Star Commissary will be responsible for all federal, state and local license, taxes and permits in connection with the commissary it provides for the Polk County Sheriff's Office Sheriff's Office, except that Lone Star Commissary will have no liability for real estate or other taxes levied on property or equipment owned by the Client.

#### **VII. INSURANCE:**

Lone Star Commissary agrees to provide Workmen's Compensation, Comprehensive (including Product Liability), Bodily Injury and Property Damage Liability Insurance for the amounts to be sufficient minimum insurance for mutual protection of The Polk County Sheriff's Office Sheriff's Office and Lone Star Commissary. Lone Star Commissary will furnish to The Polk County Sheriff's Office Sheriff's Office certificates of insurance indicating that such coverage is in effect, and will annually furnish to The Polk County Sheriff's Office Sheriff's Office, certificates of insurance indicating that such coverage is in effect and there has been no lapse of coverage.

## **VIII. FINANCIAL ARRANGEMENT**

- A.) Lone Star Commissary will be reimbursed on a weekly basis from monies generated from the Inmate Trust Fund. This responsibility is to be monitored by The Polk County Sheriff's Office Sheriff's Office. Outstanding balances greater than 30 days may be subject to interest @10%, per annum.
- C.) The commission check will be due by the 20<sup>th</sup> of each month for the prior month's activity for all invoices paid by the Client. The commission to be paid to The Polk County Sheriff's Office Inmate Trust Fund shall be 25% of the sum of Total Gross Sales (inclusive of Sales Tax) less all Sales Taxes less any or all agreed upon items to be excluded from the Sales Total as listed below:
1. U.S. Postage
  2. Postage Products
  3. Phone Cards
  4. Tobacco

## **IX. INDEPENDENT CONTRACTOR RELATIONSHIP:**

It is mutually understood and agreed, and it is the intent of the parties that subject where applicable, to the terms and conditions set forth in the direct sales to the Client's financial arrangement, if such is used, an independent contractor relationship is hereby established under the terms and conditions of this Agreement, that employees of Lone Star Commissary are not nor shall they be deemed to be employees of The Client and, that employees of The Client are not nor shall they be deemed to be employees of Lone Star Commissary.

## **X. LONE STAR COMMISSARY TITLE TO SOFTWARE & HARDWARE**

- A.) All software installed by Lone Star Commissary pursuant to the provisions of this Agreement are and shall at all times remain the property of Lone Star Commissary, with title vested in Lone Star Commissary, and The Client shall have no property interest in said software. The Client agrees to permit only employees and agents of Lone Star Commissary to remove, open, copy, or tamper with said software of Lone Star Commissary. There shall be no unauthorized copies or modifications made to the software without the expressed written consent by an officer of Lone Star Commissary.
- B.) All Maintenance, Repair, or Replacement of software shall be the responsibility of Lone Star Commissary under normal operating conditions. Lone Star Commissary will not be responsible if the software is abused or used for other purposes other than commissary functions.

## **XI. COMMENCEMENT AND TERMINATION**

This Agreement shall become effective as of/or around November 1<sup>st</sup> 2025, and shall remain in effect until October 30<sup>th</sup> 2030. It shall thereafter renew itself automatically for similar periods until either party gives notice of termination in writing by registered mail at least ninety (90) days prior to the expiration of this Agreement, or any renewal term hereof.

A.) If either party refuse, fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated in Section XII hereof, the party claiming such failure shall give the other party a written notice of such breach. If within (30) days from such notice the failure has not been corrected, the injured party may cancel this agreement. Lone Star Commissary may cancel this agreement with 30 days notice if its operation becomes unprofitable.

B.) Until the termination or expiration of this Agreement, Lone Star Commissary shall as soon thereafter as is feasible, remove its software and hardware.

**XII. EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority; either Local, State or Federal or because of riot, war, public disturbance, strikes, lockouts differences with workman, fires, flood, acts of God, or any other reason whatsoever which is not within the control of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligation hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

**XIII. NOTICES:**

All notices to The Polk County Sheriff's Office  
Sheriff's Office shall be addressed to it at:  
**1733 N. Washington**  
**Livingston, TX 77351**


All notices to Lone Star Commissary shall  
Be addressed to it at:  
**3664 State Hwy 19**  
**Huntsville, Texas 77320**

**GOVERNING LAW:**

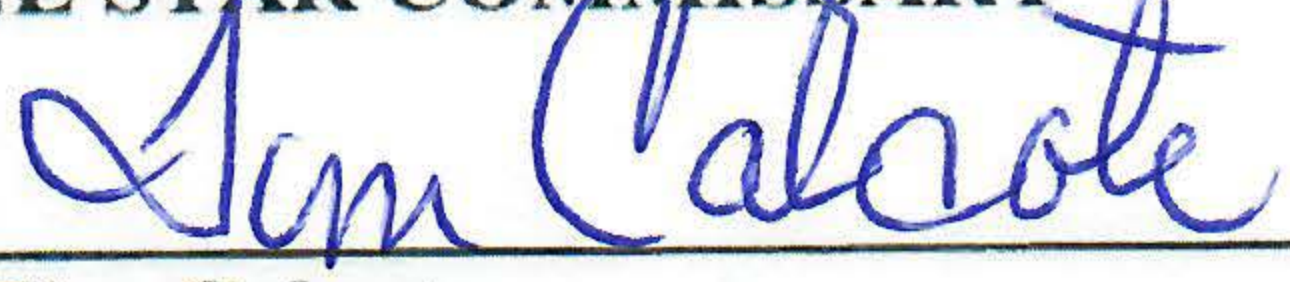
The laws of the State of Texas shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the day and year first above written.

**POLK COUNTY JAIL**

BY:   
**Byron Lyons**  
**Sheriff**

**LONE STAR COMMISSARY**

BY:   
**Tim Calcote**  
**Chief Operating Officer**

DATED: October 28, 2025

DATED: 11-3-25

IN THE COMMISSIONERS COURT OF  
POLK COUNTY, TEXAS

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

BE IT REMEMBERED, that on the 27th day of September 2022, 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 the STONE BROOK ESTATES SUBDIVISION approval of said Final Plat appearing of record in Vol. 2022-085 Page 2 of the Minutes of the Commissioners Court of Polk County, Texas and

WHEREAS, a copy of said Final Plat of the STONE BROOK ESTATES SUBDIVISION was also filed of record in Vol. 1361 , Page 277, 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 STONE BROOK ESTATES SUBDIVISION.

1. STONEBROOK DR , beginning at 450 feet to the Southeast of QUIET OAK DR , and extending 1105 feet to the SOUTH EAST, or 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 STONE BROOK ESTATES SUBDIVISION, and

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


WHEREAS, by way of this acceptance of said dedication, the public would acquire a public interest by dedication in said road and right-of-way as of the 12 day of November , 2025 , and Polk County, Texas would hereafter maintain such road or Street within the STONE BROOK ESTATES 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 STONE BROOK ESTATES 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.

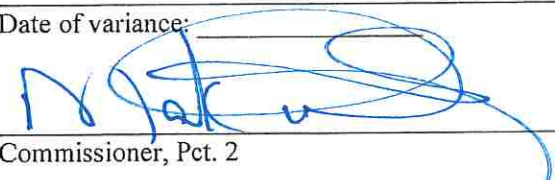
IT IS FURTHER Resolved and Ordered that a map of the road described in this Order be prepared and inserted into the Polk County Road Map, as filed of record in the Minutes of the Commissioners Court of Polk County, Texas.

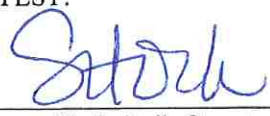
DATE: November 12, 2025

APPROVED:   
County Judge

As Commissioner of Precinct No. 2, 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:   
Commissioner, Pct. 2

ATTEST:  
  
County Clerk, Polk County, Texas

COMMISSIONERS COURT		PCT	CTY	ROAD	LOW	HIGH	MILEAGE	COMMENTS
REQUEST APPROVAL OF THE FOLLOWING CHANGES TO THE MSAG.								
STREET	PAASATTA HINOSI	2	FALSE	100	199	0.08	ADD PAASATTA HINOSI TO MSAG AS A PRIVATE DRIVE OFF THE END OF HUBERT LN. PROPOSED PRIVATE DRIVE IS HIGHLIGHTED IN BLUE	

Appendix I

SUBDIVISION AND/OR ROAD NAME ADD/CHANGE REQUEST FORM

This form should be used for all additions, deletions, changes and corrections pertaining to 9-1-1 Rural Addressing. Complete this form and get approval from 9-1-1 Rural Addressing prior to completing Subdivision Plat for Commissioners Court approval.

All proposed subdivision and road names will be checked by the Addressing Office for duplication or "sound-alike" names within the county

DATE 10/24/25 PRECINCT NO. Two MAP PAGE MAP GRID

SUBDIVISION NAME: \_\_\_ Approved \_\_\_ Disapproved

ABST 15 M L Choate Survey Tract 144-1 and 144-Q-1 (10015)

EXISTING ROADNAME: No existing name. Private dirt road off of Hubert Lane. 473 Hubert Lane

PROPOSED ROAD NAME:

CHOICE 1	Ayokpa Hinosi	Approved	Disapproved
CHOICE 2	Paasatta Hinosi *	Approved	Disapproved
CHOICE 3	Ayiksa Hinosi	Approved	Disapproved

In Alabama-Coushatta, "Hinosi" means "trail" or "path." "Ayokpa" means "happy" "Paasatta" means "armadillo", and "Ayiksa" means "clans".

COMMISSIONER'S SIGNATURE [Signature]

Addressing Office Approval

SIGNATURE: Linda Sloan DATE: 10/27/25

COMMENTS:

We have a private dirt road, which leads from Hubert Lane (off 350N) to our home. Because it's a private dirt road, it doesn't show up on map apps, and visitors wind up on Stones Throw.

We would like to give the little road a name, to make it easier to find us using GPS and map apps. And, of course, the proposed names are cool. We are happy to pay the cost of signage. Thanks.

## **SART Report**

### **2025 Intake**

- 5 -- Aggravated Sexual Assault of a Child
- 0 -- Aggravated Sexual Assault
- 5 -- Sexual Assault of a Child
- 1 -- Sexual Assault
- 3 -- Indecent Assault
- 1 -- Indecent Exposure
- 4 -- Indecency with a Child Sexual Contact
- 0 -- Indecency with a Child Exposes
- 1 -- Improper Relationship between Educator/Student
- 2 -- Sex Abuse of Child Continuous: Victim Under 14
- 5 -- Online Solicitation of a Minor

### **2025 Filed/Indicted**

- 10 -- Aggravated Sexual Assault of a Child
- 5 -- Sexual Assault of a Child
- 2 -- Sexual Assault
- 7 -- Indecency with a Child Sexual Contact
- 0 -- Indecency with a Child Exposes
- 4 -- Sex Abuse of Child Continuous: Victim Under 14
- 1 -- Improper Relationship between Educator/Student
- 2 -- Online Solicitation of a Minor

### **Dispositions**

- 9 -- Aggravated Sexual Assault of a Child
- 3 -- Sexual Assault of a Child
- 1 -- Sex Abuse Continuous: Victim Under 14
- 9 -- Sexual Assault
- 3 -- Indecency with a Child Sexual Contact
- 1 -- Indecency with a Child Exposes

**2025 Numbers from Law Enforcement**

Polk County Sheriff's Office

- Sexual Assault Reports
- SANE Exams
- Investigations

Livingston Police Department

- Sexual Assault Reports
- SANE Exams
- Investigations

Onalaska Police Department

- Sexual Assault Reports
- SANE Exams
- Investigations

Corrigan Police Department

- Sexual Assault Reports
- SANE Exams
- Investigations

Alabama Coushatta Tribe Police Department

- Sexual Assault Reports
- SANE Exams
- Investigations

Was not able to get numbers from agencies that we work with at this time

STATE OF TEXAS  
COUNTY OF POLK

§  
§



**RESOLUTION  
OF THE POLK COUNTY COMMISSIONERS COURT  
FOR POLK COUNTY SEXUAL ASSAULT RESPONSE TEAM  
RESTRUCTURING**

**WHEREAS**, sexual violence is a serious issue impacting the public health and safety; and

**WHEREAS**, according to a statewide prevalence study, 6.3 million or 33.2% of adult Texans have experienced some form of sexual assault in their lifetime; and

**WHEREAS**, in Texas, in 2020, there were over 30,000 sexual assaults reported to law enforcement, and over 50,000 survivors sought services at a rape crisis center; and

**WHEREAS**, sexual assault victims must live with the emotional and medical consequences of their assault, which are often chronic and severe; lifetime prevalence of post-traumatic stress disorder (PTSD) in women who are sexually assaulted is estimated to be 50%; and

**WHEREAS**, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office identified that only 32% of all reported sexual assaults in a 5-year period resulted in an arrest; and

**WHEREAS**, in their 2020 audit report to the Legislature on investigations and prosecutions of sexual assault statewide, the State Auditor's Office noted a lack of reliable data on sexual assault case dispositions and a lack of multidisciplinary responses to adults; and

**WHEREAS**, the 87<sup>th</sup> Texas Legislature has recognized the serious nature of this crime and has passed legislation requiring counties to form Adult Sexual Assault Response Teams; and

**WHEREAS**, Polk County recognizes that work must be done at a societal and local level to reduce the incidence of sexual assault, hold offenders accountable and to help heal victims; and

**WHEREAS**, the Commissioners Court of Polk County that Polk County established an Adult Sexual Assault Response Team, effective January 24, 2023; and

**WHEREAS**, some members of the team are no longer eligible to serve in the capacity that they did when the Adult Sexual Assault Team was established;

**NOW THEREFORE, BE IT RESOLVED** by the Commissioners Court of Polk County that Polk County will appoint a new Adult Sexual Assault Response Team, effective March 26, 2024.

The following individuals will serve on the Polk County Sexual Assault Response Team:

- District Attorney Shelly Sitton – Chief Administrator of the adult sexual assault response program;
- Assistant District Attorney Mackenzie Smith – Prosecutor with jurisdiction over adult sexual assault cases in the County;
- Lieutenant Craig Finegan – Polk County Sheriff’s designee
- Detective Kaleb Barker – City of Livingston Police Chief’s designee
- Krysti Griffin - Sexual Assault Nurse Examiner
- DJ Martinez – Service Director at Burke Center

**BE IT FURTHER FESOLVED** that in order to create systems that reduce re-traumatization and prioritization of victim safety, members of the SART appointed by Polk County are directed to work with other team members to:

- Elect a presiding officer and any other organizational and decision-making structures deemed for the success of the team;
- Add additional members to the team as necessary to fulfill the functions of the team;
- Attend scheduled meetings of the team;
- Review and consider changes within thirty days of this Resolution to the written interagency protocol that establishes local and regional processes for investigating and prosecuting sexual assaults, identifying and obtaining medical and forensic care, mental health care and advocacy resources for victims that was required by Texas Local Government Code 351.256, no later than December 1, 2022;
- In adjusting the protocol, the response team shall consider Chapter 56A, Code of Criminal Procedure; may provide different procedures for use within a particular municipality or area of the county served by the response team; and shall prioritize the health and safety of survivors, including those who choose not to make a police report;
- Notify the Court of any statutory vacancies on the team that would require a new appointment within 7 days of those occurring;
- Collect and maintain data on the number of sexual assaults reported to local law enforcement agencies and the investigation, prosecution and disposition of such offenses as required by Texas Local Government Code 351.257(A) that will culminate in a written summary to the Commissioners Court by November 15<sup>th</sup> of each year;
- Develop processes for information sharing and conflict resolution between team members;
- Distribute the written protocol to all responding law enforcement service providers throughout Polk County;
- Participate in a minimum of 4 hours of annual cross training with other team members;
- Evaluate the interagency protocol through the utilization of case reviews, with the signed, written consent of the victim as required by Texas Local Government Code 351.258(f); and
- Participate in writing the annual report to the Commissioners Court as required by Texas Local Government Code 351.257.


**BE IT FURTHER RESOLVED** that Polk County will fill any stature vacancies as requested by the Polk County SART within 30 days of those vacancies occurring;

**BE IT FURTHER RESOLVED** that the written annual report produced by the team shall be posted in a prominent place on the County's website and by law will be available to the public. The report shall not be redacted prior to its publication except for redactions needed to comply with the law to maintain privacy of individuals otherwise identified in the report.

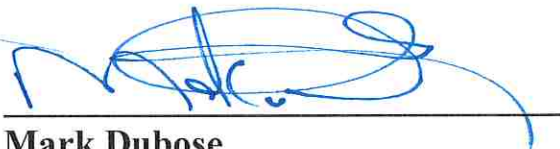
**PASSED AND APPROVED THIS 12<sup>TH</sup> DAY OF NOVEMBER 2025.**



**Sydney Murphy**  
County Judge



**Guylene Robertson**  
Commissioner, Pct. 1



**Mark Dubose**  
Commissioner, Pct. 2



**Milton Purvis**  
Commissioner, Pct. 3



**Jerry Cassity**  
Commissioner, Pct. 4

**Attest:**



**(seal) Schelana Hock, County Clerk**

**OCTOBER 29, 2025 TO NOVEMBER 12, 2025**

<b>NO.</b>	<b>EMPLOYEE</b>	<b>DEPT</b>	<b>JOB DESCRIPTION</b>	<b>TYPE OF EMPLOYMENT</b>	<b>GROUP STEP &amp; WAGE</b>	<b>ACTION TAKEN</b>
(1)	MISTY MURPHY	SOCIAL SERVICES	102 SECRETARY	REGULAR FULL-TIME	107/6 \$37,876.00	DISCRETIONARY INCREASE TO 107/7, \$38,676.00 EFFECTIVE 11/17/2025
(2)						
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						

*Polk County*



**SHERIFF BYRON LYONS**

1733 N. Washington  
Livingston, Texas 77351  
(936) 327-6810

**ANTHONY LOWRIE**  
Chief Deputy

**SHERRY SPRAYBERRY**  
Administrative Assistant

October 30, 2025

Polk County Commissioners Court  
C/O: Judge Murphy

**RE: Anthony Lowrie's Step Increase**

I am increasing Chief Deputy Anthony Lowrie's salary by three steps, from Group/Step 222/6 to Group/Step 222/9. This adjustment raises his annual salary from \$74,068.00 to \$79,184.00.

Chief Lowrie's professionalism, leadership, and unwavering dedication to this department have established a standard of excellence unmatched by any other law enforcement administrator.

Please include this as an agenda item on the next Commissioners Court, November 12, 2025.

I am available if you have any questions.

Thank you.

A handwritten signature in black ink that reads "Byron A. Lyons".

Byron A. Lyons  
Sheriff



Adjustment Number      Budget Code      Description      Adjustment Date  
 K26R05      FY2026 General Budget      K26R05 BUDGET REVISIONS      11/12/2025

Summary Description: K25R05 BUDGET REVISIONS FOR COMMISSIONERS COURT APPROVAL 11/12/25

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>010-1400-1050</u> November: 1,098.00	SALARIES	K26R05 BUDGET REVISIONS	114,483.00	1,098.00	115,581.00
<u>010-1400-1055</u> November: -1,098.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	2,006.00	-1,098.00	908.00
<u>010-1401-1055</u> November: -1,509.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	9,819.00	-1,509.00	8,310.00
<u>010-1415-4980</u> November: -1,600.00	OFFICE FURNISHINGS/EQUIPM	K26R05 BUDGET REVISIONS	1,600.00	-1,600.00	0.00
<u>010-1497-1050</u> November: 1,098.00	SALARIES	K26R05 BUDGET REVISIONS	85,324.00	1,098.00	86,422.00
<u>010-1497-1055</u> November: -1,098.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	2,018.00	-1,098.00	920.00
<u>010-1503-1050</u> November: 2,690.00	SALARIES	K26R05 BUDGET REVISIONS	263,619.00	2,690.00	266,309.00
<u>010-1503-1055</u> November: -1,181.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	4,576.00	-1,181.00	3,395.00
<u>010-1503-5720</u> November: 1,600.00	CAPITAL OUTLAY-OFFICE FURN	K26R05 BUDGET REVISIONS	0.00	1,600.00	1,600.00
<u>010-1511-1050</u> November: 8,467.00	SALARIES	K26R05 BUDGET REVISIONS	505,211.00	8,467.00	513,678.00
<u>010-1511-1055</u> November: -8,467.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	11,597.00	-8,467.00	3,130.00
<u>010-1695-1050</u> November: 1,404.00	SALARIES	K26R05 BUDGET REVISIONS	195,348.00	1,404.00	196,752.00
<u>010-1695-1055</u> November: -1,404.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	3,009.00	-1,404.00	1,605.00
<u>010-2402-1050</u> November: 1,128.00	SALARIES	K26R05 BUDGET REVISIONS	50,924.00	1,128.00	52,052.00
<u>010-2402-1055</u> November: -1,128.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	1,668.00	-1,128.00	540.00
<u>010-2426-4080</u> November: 639.71	VISITING JUDGE	K26R05 BUDGET REVISIONS	1,000.00	639.71	1,639.71
<u>010-2426-4861</u> November: -639.71	COURT REPORTER CONTRACT	K26R05 BUDGET REVISIONS	10,000.00	-639.71	9,360.29
<u>010-2457-1050</u> November: 1,098.00	SALARIES	K26R05 BUDGET REVISIONS	90,871.00	1,098.00	91,969.00
<u>010-2457-1055</u> November: -1,098.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	2,265.00	-1,098.00	1,167.00
<u>010-2512-1050</u> November: 45,406.00	SALARIES	K26R05 BUDGET REVISIONS	2,492,943.00	45,406.00	2,538,349.00
<u>010-2512-1055</u> November: -45,406.00	DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	69,391.00	-45,406.00	23,985.00
<u>010-2560-1050</u>	SALARIES - SHERIFF OFFICE	K26R05 BUDGET REVISIONS	2,838,458.16	49,416.00	2,887,874.16

**Budget Adjustment Register**

**Packet: GLPKT16044 - K26R05**

November:	49,416.00					
<u>010-2560-1055</u>		DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	72,458.00	-49,416.00	23,042.00
November:	-49,416.00					
<u>010-3650-1050</u>		SALARIES	K26R05 BUDGET REVISIONS	48,684.00	1,071.00	-49,755.00
November:	1,071.00					
<u>010-3650-1055</u>		DISCRETIONARY SALARY	K26R05 BUDGET REVISIONS	0.00	-1,071.00	-1,071.00
November:	-1,071.00					

**Budget Code Summary**

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
FY2026 General	FY2026 General Budget	<u>010-1400-1050</u>	SALARIES	114,483.00	1,098.00	115,581.00
		<u>010-1400-1055</u>	DISCRETIONARY SALARY	2,006.00	-1,098.00	908.00
		<u>010-1401-1055</u>	DISCRETIONARY SALARY	9,819.00	-1,509.00	8,310.00
		<u>010-1415-4980</u>	OFFICE FURNISHINGS/EQUIPMEN	1,600.00	-1,600.00	0.00
		<u>010-1497-1050</u>	SALARIES	85,324.00	1,098.00	86,422.00
		<u>010-1497-1055</u>	DISCRETIONARY SALARY	2,018.00	-1,098.00	920.00
		<u>010-1503-1050</u>	SALARIES	263,619.00	2,690.00	266,309.00
		<u>010-1503-1055</u>	DISCRETIONARY SALARY	4,576.00	-1,181.00	3,395.00
		<u>010-1503-5720</u>	CAPITAL OUTLAY-OFFICE FURN/EQ	0.00	1,600.00	1,600.00
		<u>010-1511-1050</u>	SALARIES	505,211.00	8,467.00	513,678.00
		<u>010-1511-1055</u>	DISCRETIONARY SALARY	11,597.00	-8,467.00	3,130.00
		<u>010-1695-1050</u>	SALARIES	195,348.00	1,404.00	196,752.00
		<u>010-1695-1055</u>	DISCRETIONARY SALARY	3,009.00	-1,404.00	1,605.00
		<u>010-2402-1050</u>	SALARIES	50,924.00	1,128.00	52,052.00
		<u>010-2402-1055</u>	DISCRETIONARY SALARY	1,668.00	-1,128.00	540.00
		<u>010-2426-4080</u>	VISITING JUDGE	1,000.00	639.71	1,639.71
		<u>010-2426-4861</u>	COURT REPORTER CONTRACT SER	10,000.00	-639.71	9,360.29
		<u>010-2457-1050</u>	SALARIES	90,871.00	1,098.00	91,969.00
		<u>010-2457-1055</u>	DISCRETIONARY SALARY	2,265.00	-1,098.00	1,167.00
		<u>010-2512-1050</u>	SALARIES	2,492,943.00	45,406.00	2,538,349.00
		<u>010-2512-1055</u>	DISCRETIONARY SALARY	69,391.00	-45,406.00	23,985.00
		<u>010-2560-1050</u>	SALARIES - SHERIFF OFFICE	2,838,458.16	49,416.00	2,887,874.16
		<u>010-2560-1055</u>	DISCRETIONARY SALARY	72,458.00	-49,416.00	23,042.00
		<u>010-3650-1050</u>	SALARIES	48,684.00	1,071.00	49,755.00
		<u>010-3650-1055</u>	DISCRETIONARY SALARY	0.00	-1,071.00	-1,071.00
			<b>FY2026 General Total:</b>	<b>6,877,272.16</b>	<b>0.00</b>	<b>6,877,272.16</b>
			<b>Grand Total:</b>	<b>6,877,272.16</b>	<b>0.00</b>	<b>6,877,272.16</b>

### Fund Summary

Fund	Before	Adjustment	After
Budget Code: FY2026 General - FY2026 General Budget Fiscal: 2025-2026			
010	6,877,272.16	0.00	6,877,272.16
<b>Budget Code FY2026 General Total:</b>	<b>6,877,272.16</b>	<b>0.00</b>	<b>6,877,272.16</b>
<b>Grand Total:</b>	<b>6,877,272.16</b>	<b>0.00</b>	<b>6,877,272.16</b>



**TO:** Nacole Reeks  
Purchasing/Procurement Coordinator  
Polk County  
602 E. Church, Ste 120  
Livingston, TX 77351

**From:** vCloud Tech Inc.  
Ryan Thomas  
609 Deep Valley Drive Suite 200  
Rolling Hills Estates, CA 90274

**Email:** [purchasing@co.polk.tx.us](mailto:purchasing@co.polk.tx.us)  
**Phone:** (936) 327-6849

**Email:** [rthomas@vcloudtech.com](mailto:rthomas@vcloudtech.com)  
**Phone:** (833) 482-5683

**Terms** FTIN: 46-3104792  
Shipping: Destination  
Payment Terms: Net 30  
Cage Code: 77T86  
DUNS No: 079508688  
Contract number: 759-25  
Term: 02/01/2025 - 01/31/2026  
Credit Cards: VISA/MASTER  
We Accept the WAWF Payment/Invoicing  
Credit Card Fees May Not Apply

**Quote No:** 32315  
**Quote Date:** 10/29/2025  
**Quote Expiry:** 11/29/2025  
**RFQ**  
**Unique EID:** LBTHZ1LB1RQ3  
**Shipping:** Ground  
**Total Price:** \$ 7,500.46

Line #	Part No.	Description	Qty	Unit	Extended
1	AS7.D902.104-PS	CRADLE WITH POWER ADAPTER FOR DELL RUGGED LAPTOP NPT	11	\$	681.86 \$ 7,500.46
<b>Subtotal</b>					\$ 7,500.46
<b>Shipping</b>					
<b>CC Fee</b>					
<b>Total</b>					\$ 7,500.46

Items are in stock and the Lead time : 5-7 business days from the date of the PO received (subject to change)  
Free Shipping



Axon Enterprise Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: 1-480-991-0797, option 5, option 1  
[arinquiries@axon.com](mailto:arinquiries@axon.com)  
[www.axon.com](http://www.axon.com)  
 TIN: 86-0741227  
 DUNS Number: 832176382  
 UEI Number: TBW7MGPYURM7

### Invoice

Invoice ID: INUS392180  
 Invoice Account: 462074  
 Date: 01-Nov-25  
 Payment Term: Net 30 days  
 PO/DO #:   
 Quote #: Q-421476,  
 Sales Order #:   
 Terms of Delivery: FCA  
 Customer Reference: Q-421476,

**BILL TO**

Polk County Sheriff's Office - TX  
 1733 N Washington Ave  
 Livingston, TX 77351-2127  
 USA

**SHIP TO**

Polk County Sheriff's Office - TX  
 1733 N Washington Ave  
 Livingston, TX 77351-2127  
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	BWCUwTAP	BWC Unlimited with TAP	35.00	20.000000%	41,857.20
1	H00001	AB4 Camera Bundle	35.00	20.000000%	5,943.00
1	H00002	AB4 Multi Bay Dock Bundle	5.00	20.000000%	1,638.90
<b>Bundled Line Subtotal</b>					<b>49,439.10</b>

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
<b>Item Line Subtotal</b>								<b>0.00</b>

Sales Amount	49,439.10
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
<b>Total</b>	<b>49,439.10</b>
Credit Amount(s) Applied	0.00
Amount Received	0.00
<b>BALANCE DUE</b>	<b>USD 49,439.10</b>

*[Signature]*  
 802  
 A LOURDE

Payment Due 01-Dec-25

*JACK BODY CAMERAS  
 2024 BUDGET YEAR START  
 CREDIT OUTLAY.*

**PAYMENT REMITTANCE INFORMATION**

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS392180	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS392180	Reference No INUS392180	Tempe, AZ 85283
					Reference No INUS392180

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

# Invoice

Customer Account Polk County Sheriff's Office - TX  
Invoice Account 462074  
Quote # Q-421476,

Invoice ID INUS392180  
Date 01-Nov-25  
Page 2 of 2

## \*Tax Note

### Ship-to-address Legend\*

1 Polk County Sheriff's Office - TX  
1733 N Washington Ave  
Livingston, TX 77351-2127  
USA



Axon Enterprise Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: 1-480-991-0797, option 5, option 1  
[arinquiries@axon.com](mailto:arinquiries@axon.com)  
[www.axon.com](http://www.axon.com)  
 TIN: 86-0741227  
 DUNS Number: 832176382  
 UEI Number: TBW7MGPYURM7

### Invoice

Invoice ID: INUS392280  
 Invoice Account: 462074  
 Date: 01-Nov-25  
 Payment Term: Net 30 days  
 PO/DO #:   
 Quote #: Q-421171,  
 Sales Order #:   
 Terms of Delivery: FCA  
 Customer Reference: Q-421171,

#### BILL TO

Polk County Sheriff's Office - TX  
 1733 N Washington Ave  
 Livingston, TX 77351-2127  
 USA

#### SHIP TO

Polk County Sheriff's Office - TX  
 1733 N Washington Ave  
 Livingston, TX 77351-2127  
 USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	BWCUWTAP	BWC Unlimited with TAP	40.00	20.000000%	45,413.87
1	H00001	AB4 Camera Bundle	40.00	20.000000%	6,792.00
1	H00002	AB4 Multi Bay Dock Bundle	5.00	20.000000%	1,638.90
<b>Bundled Line Subtotal</b>					<b>53,844.77</b>

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	85144	AXON BODY - PSO - STARTER Tax Date 01-Nov-25 Shipment Date:	1.00	0.00	0.00	20.000000%	0.00
<b>Item Line Subtotal</b>								<b>0.00</b>

*AL*  
 202  
 A LOWRIE

So. Body CAMERAS  
 2024 BUDGET YEAR START  
 CAPITAL ONLY

**PAYMENT REMITTANCE INFORMATION**

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS392280	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS392280	Reference No INUS392280	Tempe, AZ 85283
					Reference No INUS392280

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

# Invoice

Customer Account Polk County Sheriff's Office - TX  
Invoice Account 462074  
Quote # Q-421171,

Invoice ID INUS392280  
Date 01-Nov-25  
Page 2 of 3

Sales Amount	53,844.77
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	53,844.77
Credit Amount(s) Applied	0.00
Amount Received	0.00
<b>BALANCE DUE</b>	<b>USD 53,844.77</b>

Payment Due 01-Dec-25

# Invoice

Customer Account Polk County Sheriff's Office - TX  
Invoice Account 462074  
Quote # Q-421171,

Invoice ID INU5392280  
Date 01-Nov-25  
Page 3 of 3

## \*Tax Note

### Ship-to-address Legend\*

1 Polk County Sheriff's Office - TX  
1733 N Washington Ave  
Livingston, TX 77351-2127  
USA



George P. Bane, Inc. Telephone: 903-597-6641  
 3402 N NE Loop 323 Toll Free: 1-800-597-2200  
 Tyler, TX 75708 Fax: 903-593-0519

Date: 10/31/2025

**Sales Invoice**

Invoice # 45961

<b>Contact</b>	Guylene Robertson	<b>Phone</b>	903-360-1766
<b>Company</b>	Polk Co #1	<b>Fax</b>	
<b>Address</b>	PO Box 740	<b>Email</b>	
<b>City</b>	Goodrich	<b>Cell</b>	
<b>State/Zip</b>	TX 77335	<b>Terms</b>	Cash

Manufacturer Noram  
 Model 65ET  
 Year 2020  
 Serial No. 65ET-10376  
 Hours 775

Equipped With:

10' Moldboard, Hyd Blade Pitch,;Rops Cab W/ A/C & Radio,  
 ;Blade Float, Front Scarifier, Front Mounting Group,;2 Rear-  
 View Mirrors, 2 Front & 2 Rear Flood Lights,;Full Power Shift  
 Transm, 15X19.5 (8Ply) G2 Tires ,;Cummins Eng 2020  
 Model

<b>Sales Price:</b>	<b>\$131,122.50</b>
<b>Trade-in:</b>	<b>-\$35,000.00</b>
<b>Sales Tax</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$96,122.50</b>

**WARRANTY**

Sold as is - Where is

**FREIGHT**

Shipped Via: Bane Truck

Approximate Delivery: Now

**TERMS & CONDITIONS**

All Prices Are F.O.B. Shipping Point & Do Not Include Applicable Taxes or Insurance.  
 Prices Are Subject To Change Without Notice. Machines Are Subject To Availability.  
 Taxes Are Subject To Change, As Law Requires, Without Notice.

We greatly appreciate your business.  
 Please feel free to contact me with any questions.

Sincerely,

Byron Underwood  
 PH#: 903-752-7601

ACH Info: Texas Bank & Trust  
 Routing # 111923238  
 Account # 0542725



## CADENCE EQUIPMENT FINANCE

10/24/2025

Polk County, TX

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: Cadence Equipment Finance, a division of Cadence Bank
2. Lessee: Polk County, TX
3. Equipment Description: One (1) Used 2020 Noram Grader
4. Equipment Cost: \$96,122.50
5. Lease Term: 3 and 4 years
6. Lease Payments:  
(These are approximate payment amounts. The actual payment will be determined at funding date.)  
  
Pay off at any time with no penalty  
  
3 annual payments at \$35,394.67 arrears  
4 annual payments at \$27,200.68 arrears
7. Lease Rate: 5.03% (no fees)
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to December 1, 2025. **Any extension of the funding or delivery date must be in writing.**
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's**

**governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 12/1/2025. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

*Jonathan King*  
Municipal Territory Manager

**ACKNOWLEDGMENT AND ACCEPTANCE**

By:  County Judge  
Title

Date: November 12, 2025



November 12, 2025

Polk County, Texas  
602 E Church Street, Ste 108  
Livingston, TX 77351

Re: Master Lease No. 7319, Schedule No. 70320-032

One (1) Used 2020 Noram Motor Grader

Please Find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

Cadence Equipment Finance

Julie Crabtree  
17 Hwy 64 E  
Alma, AR 72921

\*Please be sure to enclose the original Counsel's Opinion Letter along with our original signed documents.

\*Please note that Cadence Equipment Finance must be listed as 1<sup>st</sup> lienholder on titled vehicles.

If you have any questions or need further assistance, please give Jonathan King a call at 228-223-4642.

Sincerely,

Julie Crabtree  
Sales Support  
Enclosures

## **INSTRUCTIONS FOR EXECUTING DOCUMENTS**

### **Document**

### **Instructions**

Special Stipulations

Sign and Date

### **Exhibit A**

Legal Counsel's Opinion

Should be typed on counsel's letterhead

Exhibit B

Should be the date the Delivery Order is signed

Delivery Order

1st line - Date

Exhibit C

2nd line - Date of Contract

C. Insert Buyer's fiscal year

E. Insert description of Equipment (if blank)

F. Insert location(s) of Equipment

Page 2 - Sign and Date

Equipment Acceptance Certificate

4th line - Delivery Order Date

Exhibit D

7th line - Date this acceptance signed

Sign and Date

Resolution

Section 1. - Name of person authorized to sign

Contract and Delivery Order (review, complete, sign and date)

IRS Form 8038-G (or 8038-GC)

No. 2 - Buyer's Fed. I.D. Number

Tax Exempt Certificate

Section 1. - Name of person authorized to sign

Contract and Delivery Order (review, complete, sign and date)

Essential Use Letter

Type on your letterhead. Insert user of the Equipment and the use/purpose of the Equipment

Invoice

Advance rental  Payments in arrears

Insurance Certificate or Statement

Send proof of Insurance

**PLEASE RETURN ALL EXECUTED DOCUMENTS TO:**

**Cadence Equipment Finance,**  
a division of Cadence Bank  
17 Highway 64 East  
Alma, AR 72921

**SPECIAL STIPULATIONS**

LESSOR: Cadence Equipment Finance,  
a division of Cadence Bank  
17 Highway 64 East  
Alma, AR 72921

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE: Polk County, Texas  
602 E Church Street, Ste 108  
Livingston, TX 77351

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

Title: Polk County Judge

Date: November 14, 2025

--NONE--

EXHIBIT A

**Michael D. Matthews II**

**ATTORNEY AT LAW**  
12222 Longs Peak Lane  
Humble, Texas 77346  
bellmar21@hotmail.com

November 14, 2025

Cadence Equipment Finance,  
a division of Cadence Bank  
17 Highway 64 East  
Alma, AR 72921

Re: Equipment Lease - Purchase Agreement dated July 17, 2025 and Lease Schedule No. 32 thereto, dated \_\_\_\_\_, by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Polk County, Texas, as Lessee.

Ladies and Gentlemen:

I am the attorney for Polk County, Texas (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 32 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Texas to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.
4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee,

threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Texas.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,



---

Michael D. Matthews II  
Attorney for Lessee, Polk County, Texas

**LEASE SCHEDULE NO: 32**

Dated as of: \_\_\_\_\_

To Agreement No: 7319

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of July 17, 2025 (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

**A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.**

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

**B. LATE PAYMENTS.**

There will be a charge of 4% of the payment amount per payment period, based on the amount of any Payments which remain unpaid for fifteen (15) days after the due date.

**C. FISCAL YEAR.**

Lessee's fiscal year period is from \_\_\_\_\_ to \_\_\_\_\_.

**D. CONCLUDING PAYMENT.**

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

**E. EQUIPMENT DESCRIPTION.**

The Equipment as defined in the Agreement includes the following: One (1) 2020 Noram 65ET Motor Grader (S/N: 65ET-10376)

**EXHIBIT C**

F. LOCATION.

602 E Church Street, Ste 108, LIVINGSTON, TX 77351.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility under the Agreement with respect to a change in designation of the Agreement as a "qualified tax-exempt obligation" under Section 265(b) of the Internal Revenue Code of 1986, as amended, will incur a rate of not less than 5.00%.

2. Loss of tax-exempt interest under the Agreement (as described in Section 2(d) of the Agreement) will incur a rate of not less than 5.00%.

H. REPRESENTATIONS.

**THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.**

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:

Cadence Equipment Finance, a division of  
Cadence Bank  
17 Highway 64 East  
Alma, AR 72921

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

Title: \_\_\_\_\_

LESSEE:

Polk County, Texas

602 E Church Street, Ste 108  
Livingston, TX 77351

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

Title: Polk County Judge

SCHEDULE A

Polk County, Texas  
7319 002-0070320-032

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate: 5.030%

**Cash Flow Data - Leases and Lease Payments**

	Event	Date	Amount	Number	Period	End Date
1	Lease	11/13/2025	96,122.50	1		
2	Lease Payment	11/13/2026	27,200.68	4	Annual	11/13/2029

**TValue Amortization Schedule - Normal, 30E3/360**

	Date	Lease Payment	Interest	Principal	Balance
Lease	11/13/2025				96,122.50
<b>2025 Totals</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
1	11/13/2026	27,200.68	4,948.00	22,252.68	73,869.82
<b>2026 Totals</b>		<b>27,200.68</b>	<b>4,948.00</b>	<b>22,252.68</b>	
2	11/13/2027	27,200.68	3,802.52	23,398.16	50,471.66
<b>2027 Totals</b>		<b>27,200.68</b>	<b>3,802.52</b>	<b>23,398.16</b>	
3	11/13/2028	27,200.68	2,598.08	24,602.60	25,869.06
<b>2028 Totals</b>		<b>27,200.68</b>	<b>2,598.08</b>	<b>24,602.60</b>	
4	11/13/2029	27,200.68	1,331.62	25,869.06	0.00
<b>2029 Totals</b>		<b>27,200.68</b>	<b>1,331.62</b>	<b>25,869.06</b>	
<b>Grand Totals</b>		<b>108,802.72</b>	<b>12,680.22</b>	<b>96,122.50</b>	

**EQUIPMENT ACCEPTANCE NOTICE**

**TO:** Cadence Equipment Finance, a division of Cadence Bank

**RE:** Lease Schedule No. 032 dated \_\_\_\_\_ to Equipment Lease - Purchase Agreement dated July 17, 2025 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Polk County, Texas, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on \_\_\_\_\_, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

Polk County, Texas

By:



Title: Polk County Judge

Date: November 14, 2025

EXHIBIT D

**CERTIFICATE WITH RESPECT TO QUALIFIED TAX EXEMPT OBLIGATIONS**

I, the \_\_\_\_\_ of Polk County, Texas ("Lessee"), am duly authorized to execute that certain Agreement, dated as of July 17, 2025, (the "Agreement") by and between Lessee and Cadence Equipment Finance, a division of Cadence Bank do hereby certify as follows:

1. This Certificate with Respect to Qualified Tax Exempt Obligations (the "Certificate") is executed for the purpose of establishing that the Agreement has been designated by Lessee as a qualified tax-exempt obligation of Lessee for purposes of section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in calendar year \_\_\_\_\_.

4. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified in the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

5. No portion of the Payments identified in Section 5 of the Agreement: (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

6. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

7. Lessee has designated the Agreement as a qualified tax-exempt obligation for purposes of the Code, pursuant to a resolution adopted by the governing body of Lessee on \_\_\_\_\_.

8. In calendar year \_\_\_\_\_, Lessee had designated \$ \_\_\_\_\_ of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year \_\_\_\_\_ as qualified tax-exempt obligations.

9. Lessee reasonably anticipated that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year \_\_\_\_\_ will not exceed \$10,000,000.

10. For purposes of this Certificate, the amount of tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

11. This Certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, I have set my hand this 14th day of November,  
2025.

Polk County, Texas

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

Title: Polk County Judge



**SYDNEY MURPHY**  
COUNTY JUDGE

Cadence Equipment Finance,  
A division of Cadence Bank  
17 Highway 64 East  
Alma, AR 72921


**RE:** Agreement No. 7319, dated July 17, 2025

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the Road & Bridge Precinct 1 Commissioner's Office. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include the maintenance and repair of roads and bridges and are deemed to be essential to the efficient operation of the Road & Bridge Precinct 1 Commissioner.

Sincerely,

  
Sydney Murphy  
Polk County Judge



**RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN  
EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT  
FINANCE, A DIVISION OF CADENCE BANK**

WHEREAS, Commissioners Court, the Governing Body (the "Governing Body") of Polk County, Texas (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and \_\_\_\_\_ (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year \_\_\_\_\_.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.





**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**

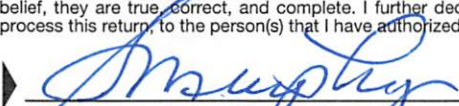
OMB No. 1545-0047

▶ Under Internal Revenue Code section 149(e)  
**Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**  
 ▶ Go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>Polk County, Texas</b>		2 Issuer's employer identification number (EIN) <b>746001621</b>
3 Number and street (or P.O. box if mail isn't delivered to street address) <b>602 E Church Street, Ste 108</b>		Room/suite
4 City, town, or post office, state, and ZIP code <b>Livingston, TX 77351</b>		5 Report number (For IRS Use Only) [ ] [ ] [ ]
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information		7 Telephone number of officer or legal representative

<b>Part II Description of Obligations</b>		Check one box: <input type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions) One (1) Used 2020 Noram Motor Grader . . . . .		8a	96,122.50
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶ _____			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles . . . . .		9a	
b For leases for office equipment . . . . .		9b	
c For leases for real property . . . . .		9c	
d For leases for other (see instructions) . . . . .		9d	
e For bank loans for vehicles . . . . .		9e	
f For bank loans for office equipment . . . . .		9f	
g For bank loans for real property . . . . .		9g	
h For bank loans for other (see instructions) . . . . .		9h	
i Used to refund prior issue(s) . . . . .		9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) . . . . .		9j	
k Other . . . . .		9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . . . ▶ <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) . . . . . ▶ <input type="checkbox"/>			
12 Vendor's or bank's name: <u>Cadence Equipment Finance, a division of Cadence Bank</u>			
13 Vendor's or bank's employer identification number: <u>64-0117230</u>			

**Signature and Consent** Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

 November 14, 2025 Sydney Murphy, Polk County Judge  
 Signature of issuer's authorized representative Date Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

**Future Developments**  
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC).

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**  
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.  
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.  
**Filing a separate return for a single issue.**  
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.  
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.  
**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.  
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury  
Internal Revenue Service Center  
Ogden, UT 84201

**Private delivery services (PDS).** You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note:** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Don't make any entries in this box.

## Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

## Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note:** If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

## Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [www.irs.gov/FormComments](http://www.irs.gov/FormComments). Or you can write to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

**Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.**

*Cadence Equipment Finance, a division of Cadence Bank*

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize Cadence Equipment Finance, a division of Cadence Bank to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name Polk County, Texas

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

Please provide the contract number\*\*\* to which this payment will be applied:

Contract Number 002-0070320-032 Payment Amount \$ 27,200.68

This authorization is to remain in full force and effect until the Bank listed above or Cadence Equipment Finance, a division of Cadence Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ Signature \_\_\_\_\_  
(Please Print)

\_\_\_\_\_ Signature \_\_\_\_\_  
(Please Print)

Date \_\_\_\_\_

**\*\*\*Please note that for each contract individually, a form must be filled out and signed\*\*\***

NOT REQUIRED

**Polk County**

**RFP 2026-13 Purchase of Motor Grader for Precinct 4**

Proposed:	Proposal Amount
<p>Hendrix Rentals LLC Greg Hendrix 3855 US Hwy 59 North Livingston, Texas 77351 (936) 327-5430</p>	<p>\$187,500.00 -25,000 Trade In  \$162,500 Purchase Price  Used 2021 John Deere 770 G Motor Grader no warranty; bought as-is</p>

<p>WPI Clint Woodcock 4006 Ellen Trout Drive Lufkin, Texas 75904 (936) 243-6056</p>	<p>\$303,000.00 No Trade Value Given  \$303,000 Purchase Price  New Komatsu GD655-6 60 Month/5000 Hour Warranty</p>
---	---



POLK COUNTY, TEXAS

# Request for Bids

MUST BE SIGNED AND SUBMITTED AS A BID COVER SHEET

**BID# 2026-13: Purchase of One Motor Grader for Precinct 4 Road & Bridge.**

POLK COUNTY IS REQUESTING COMPETITIVE BIDS PER THE ATTACHED SPECIFICATIONS.

NAME OF BIDDER: Hendrix Rentals  
 Address: 3855 N.S. Hwy 59 Livingston, TX. 77351  
 Phone: 936-327-5430 Fax: \_\_\_\_\_

HEREBY SUBMITS THE FOLLOWING BID:

Vehicle No. 1: \$ 187,500.00  
 Freight: \$ -0-  
 Trade in value: \$ 25,000.00

TOTAL Vehicle 1  
 (After trade) : \$ 162,500.00

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

"IN SUBMITTING THIS PROPOSAL TO POLK COUNTY, THE UNDERSIGNED BIDDER HEREBY AGREES TO CONFORM TO ALL BID REQUIREMENTS AND SPECIFICATIONS SET OUT BY POLK COUNTY."

Authorized Signature of Bidder:

(Printed Name) Greg Hendrix  
 (Title) owner / president  
 (Date) 11-3-25

# Hendrix Rentals L.L.C.

Physical address: 3855 US Hwy 59 North

Mailing Address: P.O. Box 449  
Livingston, Texas 77351

Office: (936) 327 - 5430 Fax: (936) 327 - 5108

## 26-2039799

Invoice Number: 14691

Date: 11/4/2025

### Bid For:

Polk County Pct. #4

P.O. Box 2312

Livingston, TX 77351

936-327-6866

Stock #	Description	Serial No	Amount
1567	Used 2021 John Deere 770G Motorgrader	CMF711278	\$187,500.00
<b>Trade-In</b>			
Used	Cat 140H Motorgrader	4XM02310	\$25,000.00
			<b>Total: \$162,500.00</b>

#### Terms and Conditions of Payment

The buyer agrees to pay for all purchases upon receipt of invoice. Delinquent payments will incur interest at 18% per annum. This contract is governed by Polk County, Texas law. The buyer is responsible for reasonable attorney's fees and collection costs for unpaid balances. Any purchase order terms from the buyer that conflict with this invoice are not valid unless the seller agrees in writing. The buyer authorizes the seller to check their credit and report credit information to agencies.

#### Condition of Equipment

Except for warranty of title, the EQUIPMENT is sold AS IS, WHERE IS. Hendrix Rentals, L.L.C. ("seller") makes no guarantees or promises about the equipment, and disclaims all warranties, including fitness for a particular purpose. The seller also warrants there are no liens on the equipment. The buyer assumes all faults and defects.

Signature: \_\_\_\_\_





**Polk County**

**Title VI/Nondiscrimination Policy**

Approved by Commissioners Court

November 12 , 2025

## Table of Contents

Title VI Program and Policy Overview.....	2
Authorities .....	3
Policy Statement & Standard DOT Assurances .....	4
Roles and Responsibilities .....	7
Title VI Plan Administration.....	9
Primary Program Description, Review, and Data Collection .....	11
Limited English Proficiency (LEP) Plan.....	14
Public Participation Plan .....	17
Title VI Complaint Procedures .....	20
Notice of Rights .....	24
Work Plan and Accomplishment Report Process .....	24
GLOSSARY .....	25
APPENDIX A .....	33
APPENDIX B .....	35
APPENDIX C .....	37
APPENDIX D .....	39
APPENDIX E .....	40

## Title VI Program and Policy Overview

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any agency receiving federal financial assistance. Specifically, Title VI provides that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance.”*

Recipients of federal funds must comply not only with Title VI itself but also with a broad framework of nondiscrimination statutes, regulations, and executive orders. Collectively, these provisions extend protections beyond race, color, and national origin to ensure equal access across federally assisted programs.

**Sex Discrimination:** Section 324 of the Federal-Aid Highway Act, the enabling legislation for the Federal Highway Administration (FHWA), prohibits discrimination on the basis of sex.

**Fair Treatment of Displaced Persons:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ensures fair and equitable treatment of individuals affected by federally assisted projects.

**Agency-Wide Application:** The Civil Rights Restoration Act of 1987 clarified that if any part of an agency receives federal financial assistance, nondiscrimination protections apply to the entire agency.

As a recipient of federal assistance, Polk County is obligated to take reasonable steps to provide meaningful access for Limited English Proficiency (LEP) individuals and to ensure that no person is denied services, financial aid, or other benefits because of race, color, or national origin.

### Goals and Objectives

The primary goals of Polk County’s Title VI Nondiscrimination Plan are to:

- Establish clear roles, responsibilities, and procedures to ensure compliance with Title VI and related nondiscrimination requirements.
- Guarantee that individuals affected by County programs and projects receive all services, benefits, and opportunities to which they are entitled, regardless of race, color, or national origin.
- Prevent discrimination in every County program and activity, whether federally funded or locally supported.

- Identify and address potential adverse impacts that could result in unlawful discrimination, particularly those affecting minority, low-income, elderly, disabled, or LEP populations.
- Develop a systematic process for conducting Title VI compliance reviews within specific County program areas.
- Establish clear procedures for filing and processing complaints of discrimination under Title VI related to any County service, project, or activity.

### **Federal Financial Assistance**

Under Title VI, no program or activity receiving federal financial assistance may discriminate against individuals on the basis of race, color, or national origin. Federal financial assistance may take many forms, including:

- Grants and loans of federal funds;
- Donations or transfers of federal property or interests in property;
- Use of federal land or property at below-market rates;
- Federal training, technical assistance, or personnel assignments;
- Subsidies or any other arrangement designed to provide support.

Federal financial assistance does not include:

- Contracts of guarantee or insurance;
- Federally regulated programs or licenses;
- Procurement contracts at market value; or
- Programs that provide direct cash or benefit payments to individuals.

Federal financial assistance may be received directly by the County or indirectly through sub-recipients. In all cases, Polk County must ensure nondiscrimination in the administration of federally assisted programs and must require the same compliance from all contractors and sub-recipients.

In the event that noncompliance is discovered, the County will make every good faith effort to work with sub-recipients to correct deficiencies promptly and document remedial actions.

### **Authorities**

Polk County's Title VI Nondiscrimination Program is governed by a framework of federal statutes, regulations, and executive orders that collectively ensure nondiscrimination in federally assisted programs. The following authorities establish the County's legal and regulatory obligations:

**Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d–2000d-7):** Prohibits discrimination on the basis of race, color, or national origin in all programs and activities receiving federal financial assistance.

**Civil Rights Restoration Act of 1987 (Public Law 100-259):** Clarifies that nondiscrimination provisions apply agency-wide if any part of a program or activity receives federal funding, thereby broadening Title VI's scope.

**Federal-Aid Highway Act of 1973 (23 U.S.C. §324):** Prohibits discrimination based on sex under any federally assisted highway program.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq.):** Ensures fair and equitable treatment of persons displaced or whose property is acquired as a result of federally funded projects.

**Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794):** Prohibits discrimination based on disability in programs or activities receiving federal financial assistance.

**Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.):** Prohibits discrimination based on age in federally funded programs and activities.

**49 CFR Part 21 (USDOT Regulations):** Implements Title VI for programs receiving U.S. Department of Transportation financial assistance, requiring recipients to ensure nondiscrimination in all operations.

**28 CFR §50.3 (DOJ Guidelines):** Provides guidance on Title VI enforcement for federal agencies.

**Executive Order 12250 (1980):** Directs the U.S. Department of Justice to coordinate enforcement of nondiscrimination laws across federal agencies.

Together, these authorities provide the statutory and regulatory foundation for Polk County's Title VI Program. Compliance with these requirements is mandatory for the County and its sub-recipients, contractors, and consultants engaged in federally assisted activities.

## Policy Statement & Standard DOT Assurances

### Policy Statement:

It is the policy of Polk County to ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any County program, service, or activity on the basis of race, color, national origin, sex, age, disability,

religion, sexual orientation, marital status, or veteran status. This policy applies to all programs and activities, whether federally funded or locally supported.

Polk County incorporates all applicable federal and state nondiscrimination statutes, regulations, and executive orders into its daily operations. Every County employee, contractor, and sub-recipient shares responsibility for compliance with this policy.

The Commissioners Court has formally adopted this Title VI Nondiscrimination Policy through a signed resolution, which is attached as an exhibit to this plan.

**Standard DOT Assurances:**

In accordance with 23 CFR Part 200.9(a)(1), Polk County provides the following assurances to the U.S. Department of Transportation (USDOT) and the Texas Department of Transportation (TxDOT):

**1. General Assurance**

Polk County agrees that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving federal financial assistance from USDOT.

**2. Scope of Assurance**

These assurances apply to all programs, services, and activities conducted by Polk County, including those receiving funding from the Federal Highway Administration (FHWA) or other USDOT agencies.

**3. Inclusion in Agreements**

Polk County will incorporate Title VI clauses into all contracts, subcontracts, and agreements, ensuring that contractors and sub-recipients are also bound by these nondiscrimination requirements.

**4. Assurance of Continuity**

Polk County will submit updated Title VI Assurances to TxDOT whenever there is a change in Commissioners Court membership, a change in the designated Title VI/Nondiscrimination Coordinator, or upon request by TxDOT.

**5. Remedial Action**

If Polk County identifies any instance of noncompliance with Title VI requirements, the County will take immediate corrective action and, if necessary, coordinate with TxDOT and USDOT to ensure compliance is restored.

# Polk County ORGANIZATION CHART

**POLK COUNTY CITIZENS**

COMMISSIONERS COURT

COUNTY JUDGE

COUNTY COMMISSIONERS (4)

DISTRICT JUDGES (2)

COUNTY AUDITOR

COURT REPORTERS & BAILIFFS

GRAND JURIES

ADA & TITLE VI COORDINATOR

EMERGENCY MANAGEMENT

FIRE MARSHAL

ENVIRONMENTAL ENFORCEMENT

PERMITS/INSPECTIONS

HUMAN RESOURCES

INFORMATION TECHNOLOGY

MAINTENANCE

WASTE MANAGEMENT

ROAD & BRIDGE PRECINCTS

GRANTS & CONTRACTS

PURCHASING & PROCUREMENT

SOCIAL SERVICES

VETERANS SERVICES

AGING

MUSEUM

BOARDS & OTHER AGENCIES

COUNTY TREASURER

TAX ASSESSOR / COLLECTOR

DISTRICT CLERK

COUNTY CLERK

JUSTICES OF THE PEACE (4)

COUNTY COURT-AT-LAW

SHERIFF JAIL & COURT SECURITY

DISTRICT ATTORNEY

CONSTABLES (4)

Budgets for those departments circled are reported in their own special revenue fund. (see "Other Funds")  
All others are accounted for in the General Fund.

ELECTED

APPOINTED

\*Includes voters from surrounding counties\*

## Roles and Responsibilities

Effective implementation of Polk County's Title VI Nondiscrimination Program requires the active participation of the Title VI/Nondiscrimination Coordinator, all County departments and elected offices, and contractors or sub-recipients of federal financial assistance. This section defines the specific responsibilities of each.

### **Title VI/Nondiscrimination Coordinator:**

The Title VI/Nondiscrimination Coordinator serves as the primary administrator of the County's Title VI Program and has overall responsibility for ensuring compliance across all programs, services, and activities.

### **Core Responsibilities**

1. **Program Administration:** Being the focal point for the Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance. Ensuring that Title VI requirements are included in appropriate policy directives and that the procedures used have built in safeguards to prevent discrimination. Ensure compliance with Title VI assurances, policies, and program objectives.
2. **Public Dissemination of Information:** Develop and disseminate Title VI program information (and, where appropriate, in languages other than English) to County departments/offices, sub-recipients (including contractors, subcontractors, and consultants) and the general public. The public dissemination program shall involve the posting of the County's Title VI Policy Statement: a) in contracts or other agreements and bid specification packages; b) on the County's website, <https://www.polktx.gov/>; and c) in certain County buildings. The dissemination to departments/offices will include: a) Posting on the County's website; b) Acknowledgements of the County's Title VI and LEP Plan in the new employee orientation.
3. **Elimination of Violations:** Assisting with the correction of Title VI related problems or discriminatory practices or policies found through self-monitoring and review activities. When deficiencies are found, reasonable procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s).
4. **Complaint Process:** Implementation of procedures for the prompt processing of external Title VI discrimination complaints
5. **Complaint Resolution:** Overseeing the investigation of external Title VI complaints.
6. **TXDOT Notice:** Forwarding Title VI complaints filed against Polk County to TXDOT within 10 calendar days for investigation.

7. **Data Collection:** Coordinating the collection and maintenance of statistical data on race, color, national origin, English language proficiency and sex of participants in the beneficiaries of County programs. Most information will be gathered through Census data and maps. The gathering procedures will be reviewed as needed to ensure sufficiency of the data in meeting the requirements of the Title VI program.
8. **Title VI Plan Update:** If updated, providing a copy of the Title VI Plan to the Texas Department of Transportation. The County will automatically update and renew its Title VI Assurances every three years or as necessary on the occasion of a change in the County's Title VI Plan administrative structure and staffing or changes to the plan's complaint procedures, etc.

### **Coordinator Contact Information**

Kari Miller, Assistant to the County Judge  
410 E. Church Street, Suite E, Livingston, TX 77351  
Phone: (936) 327-6813 | Fax: (936) 327-6891  
Email: kari.miller@polktx.gov

### **County Departments and Elected Offices**

Every County department and elected office shares responsibility for Title VI compliance within its operations.

### **Responsibilities**

- **Policy Integration:** Incorporate Title VI nondiscrimination requirements into daily activities, decision-making, and program administration.
- **Data Collection:** Gather demographic, geographic, and service utilization data as directed by the Title VI Coordinator.
- **Monitoring:** Evaluate departmental programs to ensure services and benefits are provided without discrimination.
- **Complaint Referral:** Forward any Title VI-related complaints received at the department level to the Coordinator immediately.
- **LEP and Public Participation:** Implement the Limited English Proficiency (LEP) Plan and Public Participation Plan requirements within department operations.
- **Training and Awareness:** Ensure employees understand their Title VI responsibilities and participate in County-provided training.

## Purchasing Department

The Purchasing Department has specific obligations to prevent discrimination in procurement and contracting.

### Responsibilities

- **Nondiscrimination Language in Solicitations:** Include the following Title VI clause in all bid notices and contracts (not by reference, but verbatim):

*“Polk County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and related regulations, hereby notifies all bidders that it will affirmatively ensure that disadvantaged business enterprises are afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

- **Contract Monitoring:** Verify that contractors and sub-recipients comply with Title VI requirements throughout the life of their contracts.
- **Assurance of Compliance:** Maintain documentation that all procurement activities include Title VI provisions and report compliance to the Title VI Coordinator.

## Title VI Plan Administration

The Title VI/Nondiscrimination Coordinator is responsible for administering Polk County’s Title VI Program, ensuring compliance across all departments, elected offices, contractors, and sub-recipients. This section describes how the County disseminates its policy, manages complaints, reports to TxDOT, addresses deficiencies, and maintains records.

### Dissemination of the County’s Title VI Policy:

Polk County makes its Title VI Policy, Plan, and complaint procedures available to the public, employees, and contractors.

- **Public Access:** The Title VI Plan, complaint procedures, and forms are posted on the County website ([www.polktx.gov](http://www.polktx.gov)) and are available in print upon request.
- **Employee Access:** New employees receive Title VI training and materials during orientation. Acknowledgements of receipt are retained by Human Resources.
- **Contractors and Sub-recipients:** All contracts and agreements include Title VI language to ensure nondiscrimination requirements extend to all federally funded activities performed on behalf of the County.

**Complaint Management:**

Any person who believes they have been subjected to discrimination based on race, color, or national origin in connection with a County program or activity may file a complaint with the Title VI Coordinator.

- **Informal Resolution:** The County encourages early and informal resolution of complaints whenever possible.
- **Formal Complaints:** If informal resolution cannot be achieved, formal complaints will be processed in accordance with County procedures and forwarded to the Texas Department of Transportation (TxDOT) within ten (10) days of receipt.

**TxDOT Reporting Requirements:**

The Title VI Coordinator is responsible for:

- Forwarding complaints, investigations, and resolutions to TxDOT in a timely manner.
- Providing updated Title VI Assurances whenever there is a change in Commissioners Court membership, administrative structure, or the designated Title VI Coordinator.

**TxDOT Title VI Plan Updates:**

The Title VI Plan will be reviewed and updated at least every three years or sooner if:

- The County's administrative structure changes;
- Complaint procedures are modified; or
- Required by TxDOT.

Updated plans and signed assurances will be adopted by Commissioners Court and submitted to TxDOT.

**Remedial Action:**

The County, through the Title VI/Nondiscrimination Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements.

If deficiencies in Title VI compliance are identified, the County will:

1. Develop a written corrective action plan within 90 days of discovery;
2. Implement the corrective action promptly; and
3. Document all steps taken to achieve compliance.

**Record Keeping:**

The Title VI Coordinator will maintain all compliance records, including complaints, investigations, corrective actions, training materials, and reports.

**Retention Period:** Records will be retained for a minimum of ten (10) years or as otherwise required by the Texas State Library and Archives Commission.

**Extended Retention:** Records subject to grievance, litigation, or administrative action will be maintained until final resolution, regardless of the standard retention schedule.

## Primary Program Description, Review, and Data Collection

**Overview**

Polk County provides a broad range of services through its elected and appointed offices. Each department must ensure that its programs, services, and activities are administered in compliance with Title VI of the Civil Rights Act of 1964 and related statutes.

To achieve compliance, each department is responsible for:

- Identifying Title VI concerns specific to its operations;
- Reviewing its programs, services, and activities on a regular basis;
- Collecting and analyzing data on beneficiaries, applicants, and service delivery; and
- Submitting annual reports to the County's Title VI/Nondiscrimination Coordinator.

**Departmental Responsibilities****Commissioners Court and County Judge**

The Commissioners Court, under the leadership of the County Judge, serves as the governing body of Polk County. Responsibilities include policy-making, budget adoption, and the overall administration of county services.

- **Title VI Concerns:** Equitable allocation of resources across all communities; ensuring public meetings and notices are accessible to individuals with Limited English Proficiency (LEP).
- **Procedures and Data:** Annually review meeting agendas, notices, and accommodations. Track participation levels, requests for interpreters, and analyze geographic/demographic distribution of resources.

**Road and Bridge Precincts**

The Road and Bridge Precincts are responsible for the maintenance and construction of county roads and bridges.

- **Title VI Concerns:** Fair and equitable distribution of infrastructure improvements across precincts and populations; nondiscriminatory contracting practices.
- **Procedures and Data:** Annually review meeting agendas, notices, and accommodations. Track participation levels, requests for interpreters, and analyze geographic/demographic distribution of resources.

### **Human Resources**

Human Resources manages employment recruitment, hiring, training, benefits, and personnel policy administration.

- **Title VI Concerns:** Ensuring equal employment opportunities in recruitment, hiring, promotion, and training; preventing discrimination in employment practices.
- **Procedures and Data:** Review job postings, applicant data, and training participation quarterly. Collect demographic data on applicants, new hires, promotions, and separations; analyze annually for disparities.

### **Sheriff, Jail & Court Security, and Constables**

These offices provide law enforcement, detention, and public safety services throughout the County.

- **Title VI Concerns:** Ensuring equal treatment in policing, arrest, and detention; providing access to LEP individuals; nondiscriminatory inmate services.
- **Procedures and Data:** Monitor arrest, citation, and detention data. Track interpreter use and inmate grievances. Collect demographic data on detainees and enforcement actions; analyze for potential disparities.

### **Judicial and Legal Offices**

This includes the District Attorney, District Judges, County Court-at-Law, Justices of the Peace, District Clerk, and County Clerk.

- **Title VI Concerns:** Equal access to the judicial process; availability of interpreters and translated materials; nondiscriminatory jury selection.
- **Procedures and Data:** Review interpreter services, jury administration, and complaint records annually. Collect and analyze interpreter usage, jury pool demographics, and case outcomes.

### **Financial Offices**

This includes the County Treasurer, Tax Assessor-Collector, and County Auditor.

- **Title VI Concerns:** Ensuring equitable access to financial services and tax-related programs; nondiscriminatory treatment of taxpayers.
- **Procedures and Data:** Review taxpayer communications, service delivery methods, and complaint logs annually. Collect demographic and service data to identify barriers to access.

### **Permits, Inspections, and Environmental Enforcement**

These offices administer land use permitting, inspections, and enforcement of environmental and building regulations.

- **Title VI Concerns:** Fair issuance of permits and equitable enforcement of codes across communities.
- **Procedures and Data:** Semiannual review of permit issuance and enforcement actions. Collect data on applicant demographics and geographic distribution; analyze for consistency and fairness.

### **Emergency Management and Fire Marshal**

Responsible for disaster preparedness, emergency response, and fire safety inspections.

- **Title VI Concerns:** Disseminating timely and understandable emergency warnings and safety information to all residents, including LEP individuals.
- **Procedures and Data:** Annual review of emergency communication and public education. Collect data on translation/interpretation requests, outreach methods, and communication effectiveness.

### **Social Services, Aging, and Veterans Services**

These offices provide assistance to seniors, veterans, and vulnerable populations.

- **Title VI Concerns:** Ensuring equitable program access and eliminating barriers for LEP and minority populations.
- **Procedures and Data:** Annual utilization reviews, client satisfaction surveys, and accessibility assessments. Collect demographic data on program participants and analyze for service gaps.

### **Grants and Contracts, Purchasing, and Procurement**

These offices oversee federal and state grant administration and county purchasing functions.

- **Title VI Concerns:** Nondiscriminatory administration of grant programs; equitable and fair contracting, purchasing and procurement practices.

- **Review Procedures:** Annual review of grants and contracts. Collect and analyze demographic data on grant beneficiaries and contractors to ensure fairness and compliance.

### **Information Technology and ADA/Title VI Coordinator**

Provides technology support and coordinates ADA and Title VI compliance.

- **Title VI Concerns:** Ensuring accessibility of County websites and digital services; monitoring Title VI compliance across departments.
- **Procedures and Data** Conduct annual accessibility audits. Collect and analyze usage statistics, accessibility requests, and complaints.

### **Maintenance and Museum**

These offices manage county facility maintenance and cultural/historical resources.

- **Title VI Concerns:** Equitable service delivery in waste management; equal public access to facilities and museum programs.
- **Procedures and Data:** Annual review of service coverage, facility accessibility, and complaints. Collect geographic and demographic data on users to confirm equitable access.

### **Monitoring and Reporting**

Each department head is responsible for conducting an annual self-assessment to evaluate Title VI compliance. The assessment will include a review of program operations, service delivery, public communication, and complaint records. Findings will be documented and submitted to the County's ADA & Title VI Coordinator, who will compile a consolidated annual report for submission to the Commissioners Court.

Corrective actions shall be implemented promptly where deficiencies are identified. Progress on corrective actions will be reviewed quarterly by the ADA & Title VI Coordinator in coordination with department heads.

### **Limited English Proficiency (LEP) Plan**

#### **Purpose:**

The purpose of this Limited English Proficiency (LEP) Plan is to ensure meaningful access to County services for individuals who do not speak English as their primary language and who have limited ability to read, write, speak, or understand English. The Plan applies to all County departments, elected offices, contractors, and sub-recipients engaged in federally assisted programs or activities.

Polk County is committed to compliance with Title VI of the Civil Rights Act of 1964, and taking reasonable steps to provide meaningful access to LEP persons at no cost to the individual.

**LEP Policy Statement:**

It is the policy of Polk County that LEP persons will be provided equal opportunity to participate in and benefit from all County programs, services, and activities. Language assistance will be provided when needed to ensure effective communication.

**Demographic Profile of Polk County**

The American Community Survey 5-Year Estimates (2018-2023) shows that 6,268 of a total population of 49,181 persons five years and over in Polk County’s service area, comprising 12.76% of the population, speak a language other than English. Of those, 1,856 individuals (3.78% of the population) have limited English proficiency: who speak English less than “very well” or “not at all”.

This data demonstrates the importance of language access across County services.

**Four-Factor Analysis**

Polk County applies the U.S. Department of Justice’s four-factor framework to determine the appropriate level of language assistance:

1. **Number or proportion of LEP persons in Polk County:** Approximately 1,856 residents (3.78% of the population) are LEP.
2. **Frequency with which LEP persons come into contact with Polk County services:** High-contact services—such as law enforcement, courts, tax and permitting offices, and social services—regularly interact with LEP persons.
3. **Nature and importance of services provided by Polk County to the LEP population:** Essential services, such as emergency management, law enforcement, courts, and health and human services, require strong language access to ensure safety and fairness.
4. **Resources available:** Polk County uses bilingual staff, portable translation devices, and access to interpreter and translation services to meet identified needs.

**LEP Plan Procedures:**

Polk County has developed the Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services, programs, and/or activities provided by Polk County.

County staff may identify LEP individuals through self-identification by the individual, observations of communication difficulty, and utilizing the I Speak... Language Identification Guide provided by the US Department of Homeland Security.

Language assistance services include oral interpretation (in-person, telephone, or video-based), translation of vital documents into commonly encountered languages, use of bilingual staff where available, and portable pocket translators provided to public-facing offices.

**Staff Training:**

County Department Heads/Elected Officials are required to fully understand, direct staff to comply, and must implement the Title VI/Nondiscrimination Plan including the LEP Plan and to reinforce its importance.

The Title VI/Nondiscrimination Coordinator is also available to assist with information and training requests. Vital documents or information contained within a document should be translated when a significant number or percentage of LEP population is likely to be affected by the program/activity and it contains information that is critical for obtaining services and/or benefits.

Public service announcements should be provided in regularly encountered languages.

**Providing Notice of Available Language Services to LEP Persons:**

County departments/offices are encouraged to post signs that language assistance is available in public areas such as intake areas, customer service areas and other entry points to the department/office. Statements may be placed in outreach documents indicating that language services are available from Polk County.

**Monitoring and updating the LEP Plan:**

The LEP Plan will be re-evaluated at least every three years, when the Title VI Policy is reviewed, and will be updated as necessary to reflect changes in LEP population demographics, frequency and type of services used by LEP individuals, and improvements in translation/interpretation resources or technology.

**Departmental Responsibilities**

Each department head and elected official is responsible for implementing LEP procedures within their area of service. Departments must document all requests for translation and interpretation services, and provide annual reports to the Title VI Coordinator for inclusion in the County's compliance reviews.

**Dissemination of the LEP Plan:**

For more information regarding the County's policies on LEP, a copy of the LEP Plan can be found on our website at <https://www.Polktx.gov/>. Copies of the LEP Plan will be provided to any person or agency requesting a copy. Any questions or comments regarding this plan should be directed to the Polk County Title VI/Nondiscrimination Coordinator at:

**Kari Miller, Assistant to the County Judge**  
**410 E. Church Street, Suite E, Livingston, TX 77351**  
**Phone: (936) 327-6813**  
**Fax: (936) 327-6891**  
**Email: [kari.miller@polktx.gov](mailto:kari.miller@polktx.gov)**

**Public Participation Plan****Purpose:**

The purpose of this Public Participation Plan is to ensure that Polk County provides meaningful opportunities for all residents to participate in County decision-making processes. Active public participation is essential to transparency, accountability, and equitable service delivery.

This Plan establishes procedures to ensure that the public is informed of County programs and decisions, and that all residents—including Limited English Proficiency (LEP) persons, individuals with disabilities, and other underserved groups—have reasonable access to participate.

**Public Participation Policy Statement:**

It is the policy of Polk County to provide open and inclusive processes for public involvement. The County is committed to:

- Holding meetings that are open and accessible to the public;
- Providing timely notice of meetings, hearings, and opportunities for comment;
- Ensuring accessibility for individuals with disabilities and LEP persons; and
- Using multiple communication methods to maximize outreach.

**Methods of Public Participation:**

To ensure a meaningful public participation process, impacted parties must be informed and educated on programs, projects planned, and projects underway.

County departments/offices should comply with any public participation requirements which may be applicable to specific projects that the County department/office is undertaking.

Polk County employs a variety of methods to encourage public engagement:

1. Commissioners Court Meetings - Citizens may be present during any of the Commissioners Court meetings. The Commissioners Court meets every second and fourth Tuesday at 10:00 am, unless otherwise designated.

The agenda for the Commissioners Court meeting can be found at <https://www.polktx.gov/page/polk.Commissioners.Court>. Furthermore, the meeting can be streamed live online at <https://www.youtube.com/channel/UC7RSenHb7QBTPuqSuMzU5ZA>.

The Commissioners Court meeting offers the public an opportunity to bring topics and issues to Commissioners Court members' attention. Each regular Commissioners Court meeting allows citizens 3 minutes each to speak on a topic.

A citizen can sign up to provide public comment by completing a Public Comment Form and submitting the form to the County Clerk prior to the start of the meeting in conformity with established guidelines.

2. Public Outreach - The methods of gathering and implementing public participation for a planning process may differ widely, depending on the type and scope of a project or program.

Partnerships with Community-based organizations provide the opportunity to connect with specific audiences and are an integral part of identifying and reaching out to underserved groups. County departments/offices can reach out to specific organizations to provide these groups with project information and encourage them to become involved.

Community-based organizations are groups that serve a broad range of community interests. Organizations include senior centers; civic groups; business organizations; economic development corporations; churches and other faith-based organizations; service clubs; schools that provide English as a second language programs; service providers for youths, families, and persons with disabilities; and many others.

3. Websites - County departments/offices that have websites that provide for two-way communication can continuously update information about programs and projects.

4. Publications - County departments/offices should maintain a stakeholder list with contact information for organizations and individuals. Electronic newsletters quickly and easily disseminate information to contact lists.
5. Media Campaigns - A comprehensive regional media campaign can be used when outreach is needed to the broader community, if fees are reasonable and the department/office has the available resources.

A media campaign might include press releases; public service announcements; press conferences with community leaders; feature articles; or interviews, depending on the nature of the project and the resources available. To ensure media exposure, the department/office could buy advertisements but should do so strategically to keep costs low.

6. Scheduled Community Meetings - The need for scheduled community meetings during the life of the project or program will vary. A construction project for example could have scheduled meetings during project development, design, at the start of construction, and at various times during construction. Each department/office will make the determination of what is needed.

*Selection of Meeting Places:* When determining locations and schedules for public meetings, the department/office will:

- Schedule meetings at times and locations that is convenient and accessible for minority, low-income, and Limited English Proficient (LEP) communities;
  - Employ different meeting sizes and formats including town hall type meeting formats;
  - Coordinate with community organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority, low-income, and/or LEP communities;
  - Provide opportunities for public participation through means other than written communication, such as one-on-one interviews.
  - Meetings are conducted in locations that are always ADA accessible and convenient to public transit, when possible;
  - Sign language interpreter requests can be accommodated if requested in advance. Each department will determine the amount of notice required.
7. Social Media - Social media and social networking websites may include Facebook, Twitter, YouTube, and blogs. It is important to choose the social media and networking platforms that have the best chance of reaching the intended audience.

8. State And Regional Organizations - The County receives funding through various state and federal agencies with their own public participation plans. The Texas Department of Transportation (TxDOT) website states “public hearings and meetings allow you to participate in the transportation planning process and help you better understand the road, rail and aviation projects that affect your community.” Further details about the Texas Department of Transportation (TxDOT) public participation process can be found at <http://www.txdot.gov/inside-txdot/get-involved.html>.

**Use of Public Comment:**

All public input should be derived from as diverse a range of sources as possible. At the department’s/office’s discretion, as appropriate and whenever possible, public comments may be used to revise work scopes, plans, and programs.

**Effectiveness Assessment:**

County departments/offices should use the information obtained through their public outreach efforts to review the effectiveness and progress of its programs. In turn, the public participation plan should be updated periodically to ensure compliance with Title VI of the Civil Rights Act of 1964 and executive orders for individuals that are Limited English Proficient. The Title VI/Nondiscrimination Coordinator will be responsible for coordinating any plan updates.

**Record Retention:**

The records shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer.

## Title VI Complaint Procedures

**Scope of Title VI Complaints:**

No person or groups of persons shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by Polk County and its contractors on the grounds of race, color, or national origin.

The scope of Title VI covers all internal and external activities of Polk County.

The following types of actions are prohibited under Title VI protections (see [49 C.F.R. 21.5](#))

- Excluding individuals or groups from participation in programs or activities
- Denying program services or benefits to individuals or groups

- Providing a different service or benefit or providing them in a manner different from what is provided to others
- Denying an opportunity to participate as a member of a planning, advisory or similar body that is an integral part of the program
- Retaliation for making a complaint or otherwise participating in any manner in an investigation of proceeding related to Title VI of the Civil Rights Act of 1964.

**How to File a Formal Title VI Complaint:**

Any person(s) or organization(s) believing they have been discriminated against on the basis of the protected classes stated above by Polk County or its contractors may file a Title VI complaint. Discrimination complaints must be received no more than 180 days after the alleged incident unless the time for filing is extended by the processing agency.

Complaints should be in writing and signed and may be filed by mail, fax, in person, or e-mail. A complaint should contain the following information:

- A written explanation of the alleged discriminatory actions;
- The complainant's contact information, including, if available: full name, postal address, phone number, and email address;
- The basis of the complaint (e.g., race, color, national origin, etc.);
- The names of specific persons and respondents (e.g., agencies/organizations) alleged to have discriminated;
- Sufficient information to understand the facts that led the complainant to believe that discrimination occurred in a program or activity that receives Federal financial assistance; and
- The date(s) of the alleged discriminatory act(s) and whether the alleged discrimination is ongoing.

Complainants are encouraged to submit complaints directly to the Texas Department of Transportation (TxDOT).

Complaints can also be filed by completing and submitting Polk County's Title VI Complaint Form available at <https://www.polktx.gov/page/polk.County.Judge> or by sending an email or letter with the necessary information to:

**Kari Miller, Assistant to the County Judge**  
**410 E. Church Street, Suite E, Livingston, TX 77351**  
**Phone: (936) 327-6813**  
**Fax: (936) 327-6891**  
**Email: [kari.miller@polktx.gov](mailto:kari.miller@polktx.gov)**

If necessary, the complainant may call the phone number above and provide the allegations by telephone. The Title VI Coordinator will transcribe the allegations of the complaint as provided over the telephone and send a written complaint to the complainant for correction and signature.

Complaints can also be filed directly with the following agencies:

Federal Highway Administration  
U.S. Department of Transportation Office of Civil Rights  
HCR-20, Room E81-320  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Email: [CivilRights.FHWA@dot.gov](mailto:CivilRights.FHWA@dot.gov)

Texas Department of Transportation  
Civil Rights Division  
Attn: Title VI Program Manager  
125 E. 11th Street  
Austin, Texas 78701

After submitting a complaint, the complainant will receive correspondence informing them of the status of the complaint within ten (10) business days from Polk County or other agency receiving the complaint.

Complaints received by Polk County's Title VI Coordinator are forwarded to the TxDOT Office of Civil Rights (OCR). TxDOT OCR will forward the complaint to the FHWA Texas Division Office, along with a preliminary processing recommendation. The FHWA Texas Division Office will forward the complaint to FHWA Headquarters Office of Civil Rights (HCR).

FHWA HCR is responsible for all determinations regarding whether to accept, dismiss, or transfer Title VI complaints. There are four potential outcomes for processing complaints:

- **Accept:** if a complaint is timely filed, contains sufficient information to support a claim under Title VI, and concerns matters under the FHWA's jurisdiction, then HCR will send to the complainant, the respondent agency, and the FHWA Texas Division Office a written notice that it has accepted the complaint for investigation.
- **Preliminary review:** if it is unclear whether the complaint allegations are sufficient to support a claim under Title VI, then HCR may (1) dismiss it or (2) engage in a

preliminary review to acquire additional information from the complainant and/or respondent before deciding whether to accept, dismiss, or refer the complaint.

- **Procedural Dismissal:** If a complaint is not timely filed, is not in writing and signed, or features other procedural/practical defects, then HCR will send the complainant, respondent, and FHWA Texas Division Office a written notice that it is dismissing the complaint.
- **Referral\Dismissal:** If the complaint is procedurally sufficient but FHWA (1) lacks jurisdiction over the subject matter or (2) lacks jurisdiction over the respondent entity, then HCR will either dismiss the complaint or refer it to another agency that does have jurisdiction. If HCR dismisses the complaint, it will send the complainant, respondent, and FHWA Division Office a copy of the written dismissal notice. For referrals, FHWA will send a written referral notice with a copy of the complaint to the proper Federal agency and a copy to the USDOT Departmental Office of Civil Rights.

Complaints are not investigated by Polk County. FHWA HCR is responsible for investigating all complaints. FHWA HCR may also delegate the investigation to TxDOT OCR, who would then conduct all data requests, interviews, and analysis and create a Report of Investigation (ROI). TxDOT OCR will have sixty (60) business days from the date the investigation is delegated to prepare the ROI and send it to HCR. HCR will review the ROI and compose a Letter of Finding based on the ROI.

For further information about the FHWA investigation process and potential complaint outcomes, please visit the Questions and Answers for Complaints Alleging Violations of Title VI of the Civil Rights Act of 1964.

#### **Complaint Logs:**

The Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming Polk County, which alleges discrimination with respect to Title VI concerns. The log shall include information on each complainant to include:

- Complainant's name, and if provided, race, color, and national origin;
- Respondent's name;
- Basis(es) of the discrimination complaint;
- Allegation(s)/Issue(s) surrounding the discrimination complaint;
- Date the discrimination complaint was filed;
- Date the investigation was complete;
- Disposition;

- Disposition date; and
- Other pertinent information.

## Notice of Rights

In accordance with 23 CFR 200.9(a)(12), Polk County is required to develop Title VI information for dissemination to the general public and, where appropriate, in languages other than English. Notice of Polk County Title VI policies and procedures are listed in many places such as:

- The County's website at <https://www.polktx.gov/page/polk.County.Judge>
- Conspicuously in all County Buildings

### **Notification to Beneficiaries**

Polk County's website is continuously updated to ensure Title VI information is readily accessible to the public. The website informs the public of their rights under Title VI and provides information on how to file a complaint. Title VI information available on Polk County Web site includes:

- Polk County Title VI/Nondiscrimination Plan
- Title VI Nondiscrimination Agreement
- Title VI and Related Statutes Nondiscrimination Statement (English and Spanish)
- Title VI Nondiscrimination Assurances
- TxDOT's External Discrimination Complaint Form (English and Spanish)
- Title VI Poster
- Polk County's Language Assistance Plan

## Work Plan and Accomplishment Report Process

1. The County's Title VI Plan and Policy Statement will be published on the County's website. The Policy Statement will also be posted in conspicuous locations in County buildings.
2. DOT Assurances (document attached herein) will be included in all County contracts as outlined in the Title VI/Nondiscrimination Plan.
3. Procedure for responding to individuals with Limited English Proficiency will be implemented.
4. All County employees will be made aware of the LEP procedure and the Title VI complaint procedure.
5. The following data will be collected and reviewed as needed by the Title VI/Nondiscrimination Coordinator and transmitted as needed to TXDOT:

- a. Complaints - The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
  - b. LEP Needs - Number of requests for language assistance or number of instances in which language assistance was required, and the outcome of these requests.
6. The County's Title VI/Nondiscrimination Work Plan & Accomplishment Report will be submitted to TXDOT as needed (Based on the date of approval of the Title VI plan). The Report will provide an updated status on an as needed basis of the County's implementation and monitoring of the Title VI/Nondiscrimination Plan.

## GLOSSARY

**Adverse Effects** - The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness or death,
  - Air, noise and water pollution and soil contamination,
  - Destruction or disruption of man-made or natural resources,
  - Destruction or diminution of aesthetic values,
  - Destruction or disruption of community cohesion or community's economic vitality,
  - Destruction or disruption of the availability of public and private facilities and services,
  - Adverse employment effects,
  - Displacement of person's businesses, farms or non-profit organizations,
  - Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community,
  - Denial of, reduction in, or significant delay in the receipt of benefits of the County programs, policies and activities.
1. Significant Adverse Effects in Minority and Low-Income Populations - An adverse effect that:
- a. is predominantly borne by a minority population and/or a low-income population, or
  - b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

**Elderly** – Any persons over the age of 65.

**Federal financial assistance** - includes grants and loans of federal funds, the grant or donation of Federal property and interests in property, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and any other federal arrangement, agreement, or contract which purpose is to provide federal assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. Federal financial assistance may be received directly or indirectly.

**Limited English Proficiency** - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the County.

**Low Income** - A person whose household income (or in the case of a community or group, whose median household income) is at or below the U.S. Department of Health and Human Services poverty guidelines.

The national poverty guidelines are issued annually by the Department of Health and Human Services and are available at: <http://aspe.hhs.gov/poverty/15poverty.cfm>.

**Low-Income Population** – Any readily identifiable group of low-income persons who live in geographic proximity, and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed program, policy or activity.

**Minority** - Persons considered minorities are identified by the Census as people of African, Hispanic, Asian, American Indian, or Alaskan Native origin. Executive Order 12898 and the DOT and FHWA Orders on Environmental Justice consider minority persons as persons belonging to any of the following groups:

- a. Black - a person having origins in any of the black racial groups of Africa.
- b. Hispanic - a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- c. Asian - a person having origins in the Far East, Southeast Asia, or the Indian subcontinent.
- d. American Indian and Alaskan Native - a person having origins in North America and who maintains cultural identification through tribal affiliation or community recognition.

**Minority Population** – Any readily identifiable groups of minority persons who live in geographic proximity, and if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy or activity.

**Person with Disabilities** – Under the Americans with Disabilities Act of 1990, a qualified individual with a disability is a person that

- a. has a physical or mental impairment that substantially limits one or more major life activities;
- b. has a record of such impairment; or
- c. is regarded as having such impairment.

**Sub-Recipient** - Any agency such as a council or government, regional planning agency, education institution, for example, that received Federal Highway Administration (FHWA) funds through the State Department of Transportation and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

Polk County, Texas

*Title VI & Related Statutes*

*Nondiscrimination Policy Statement*

The County of Polk, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination retaliation in any federally or non-federally funded program or activity administered by the County of Polk.

This Policy Statement was adopted by the County of Polk Commissioner's Court on the 12 day of November 2025.

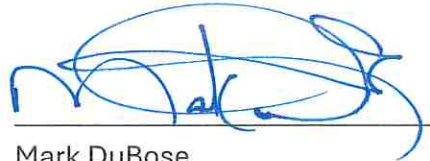
*Polk County Commissioners Court*



Sydney Murphy  
County Judge



Gylene Robertson  
Commissioner, Pct. 1



Mark DuBose  
Commissioner, Pct. 2



Milton Purvis  
Commissioner, Pct. 3

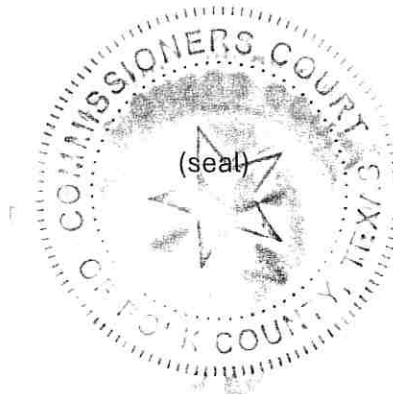


Jerry Cassity  
Commissioner, Pct. 4

Attest:



Schelana Hock, County Clerk



Condado de Polk


*Título VI y Estatutos Relacionados*  
*Declaracion de Política No Discriminacion*


El Condado de Polk, como beneficiario de asistencia financiera federal y en virtud del Título VI de la Ley de Derechos Civiles de 1964 y estatutos relacionados, garantiza que ninguna persona, por motivos de raza, religión (cuando el objetivo principal de la asistencia financiera sea proporcionar empleo, según el Título 42 del Código de los Estados Unidos, Sección 2000d-3), color, origen nacional, sexo, edad o discapacidad, será excluida de participar, se le negarán los beneficios ni será objeto de represalias por discriminación en ningún programa o actividad, con o sin fondos federales, administrado por el Condado de Polk.


Esta Declaración de Política fue adoptada por el Tribunal de Comisionados del Condado de Polk el 12 de November de 2025.


*Tribunal de Comisionados del Condado de Polk*

  
Sydney Murphy  
County Judge

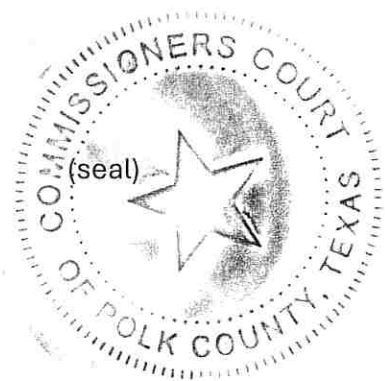
  
Guylene Robertson  
Commissioner, Pct. 1

  
Mark DuBose  
Commissioner, Pct. 2

  
Milton Purvis  
Commissioner, Pct. 3

  
Jerry Cassity  
Commissioner, Pct. 4

Attest:  
  
Schelana Hock, County Clerk



## **Polk County, Texas**

### **The United States Department of Transportation (USDOT) Standard Title VI/Nondiscrimination Assurances**

Polk County (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from U.S. DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted U.S. DOT programs:

1. The Recipient agrees that each "activity," facility," or "program," as defined in §§ 2 J .23(b) and 21.23(e) or 49 C.P.R § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all DOT Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: "The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the appropriate clauses in every contract or agreement subject to the Acts and the Regulations.
4. That this Assurance obligates the: Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods. a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or b. the period during which the Recipient retains ownership or possession of the property.
5. The Recipient will provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this assurance, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the U.S. DOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the U.S. DOT. You must keep records, reports, and submit the material for review upon request to U.S. DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. DOT under all Department of Transportation Programs.

This assurance is binding on Texas, other recipients, subrecipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in all Department of Transportation programs.

This Policy Statement was adopted by Polk County Commissioner's Court on the 12 day of November 2025.

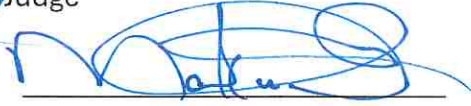
**Polk County Commissioners Court**



Sydney Murphy, County Judge



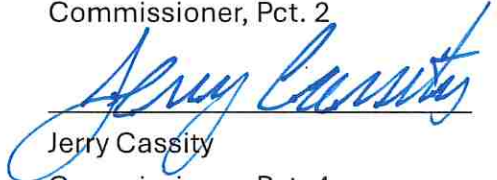
Guylene Robertson  
Commissioner, Pct. 1



Mark DuBose  
Commissioner, Pct. 2



Milton Purvis  
Commissioner, Pct. 3



Jerry Cassity  
Commissioner, Pct. 4

Attest:



Schelana Hock, County Clerk



During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of

another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies, and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Clauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Polk County Commissioners Court will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all DOT programs, and the policies and procedures prescribed by FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto Polk County Commissioners Court the all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Polk County Commissioners Cour and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another

purpose involving the provision of similar services or benefits and will be binding on the  
Polk County Commissioners Court, its successors and assigns.

The Polk County Commissioners Court, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Polk County Commissioners Court will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

**Clauses for Transfer or Real Property Acquired or Improved  
Under the Activity, Facility, or Program**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Polk County Commissioners Court will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, Polk County Commissioners Court will have the right to enter or re-enter the lands and

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the Polk County Commissioners Court and its assigns. \*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

**Clauses for Construction/Use/Access to Real Property Acquired  
Under the Activity, Facility, or Program**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the Recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that ( 1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, Polk County Commissioners Court will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
- C. With respect to deeds, in the event of breach of any of the above non-discrimination covenants, Polk County Commissioners Court will there upon revert to and vest in and become the absolute property of Polk County Commissioners Court and its assigns. \*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS  
FY 2026 REGIONAL SOLID WASTE GRANTS PROGRAM**

**PLEASE REVIEW GRANT REQUIREMENTS IMMEDIATELY – SOME COMPONENTS REQUIRE  
ADVANCE PLANNING, SPONSORING ENTITY RESOLUTIONS AND APPROVALS.**

DETCOG Regional Services Staff offers Technical Assistance to those preparing Grant Applications – Andrew Harmon at (936) 634-2247 ext. 5310 or by email: aharmon@detcog.gov

Texas Commission on Environmental Quality funding for this grant requires periodic reporting of outcomes – see Attachments at end of form for details.

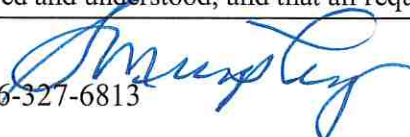
**FORM 1. APPLICATION INFORMATION AND SIGNATURE PAGE**

Applicant: Polk County, Texas	Funding Amount Proposed: \$ 10,686.43
Address: 602 E. Church Street, Suite 145 Livingston, TX 77351	Phone/Fax: Ph : 936 327-6831 Fx : 936-327-6883
Contact Person : Sharee Pike	Date Submitted:

**Project Category - (Choose One Only)**

<input type="checkbox"/> Local Enforcement <input checked="" type="checkbox"/> Litter and Illegal Dumping Cleanup and Community Collection Events <input type="checkbox"/> Source Reduction and Recycling <input type="checkbox"/> Local Solid Waste Management Plans <input type="checkbox"/> (NEW) Citizens' Collection Stations and "Small" Registered Transfer Stations <input type="checkbox"/> Household Hazardous Waste (HHW) Management <input type="checkbox"/> Technical Studies <input type="checkbox"/> Educational and Training Projects <input type="checkbox"/> Other
--

**Signature**

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.	
Signature:  Phone: 936-327-6813	Title: Polk County Judge
Typed/Printed Name: Sydney Murphy	Date Signed: November 12, 2025

**FOR USE BY DETCOG**

Date application was received: _____	
Does the application meet all the required screening criteria:	_____ Yes _____ No
Is the application administratively complete:	_____ Yes _____ No

**FORM 2. Authorized Representatives**

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the COG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

- 1. Authorized Project Representative.** The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Signature: <i>Sharee Pike</i>	
Typed/Printed Name: Sharee Pike	Address: 602 E. Church St. Ste 145, Livingston, Texas 77351
Title: Environmental Enforcement Secretary	
Date:	Phone: 936-327-6831

- 2. Authorized Financial Representative.** In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Signature: <i>Louis Ploth</i>	
Typed/Printed Name: Louis Ploth	Address: 602 E. Church St. Ste. 108, Livingston, TX 77351
Title: County Auditor	
Date:	Phone: 936-327-6811

- 3. Authorized Financial Department to receive check and contact information**

Signature: <i>Terri Williams</i>	
Typed/Printed Name: Terri Williams	Address: 602 E. Church St. Ste. 101, Livingston, TX 77351
Title: County Treasurer	
Date: <i>11-12-25</i>	Phone: 936-327-6816

---

---

**Deadline to Submit Application: 4:30 p.m., Tuesday December 9, 2025**

**Liability Insurance is Required per TCEQ.**

In Article 6 – Insurance & Liability it states that the Subcontractor (DETCOG Solid Waste Grant recipients) shall maintain insurance coverage for the work performed or services rendered under the contract.

*Q: Is liability insurance required for all projects or just for events? And what years will the liability insurance be required?*

**A: Liability insurance is required for all projects and subcontracts during the FY26/27 grant period.**

*Q: Should the liability insurance be specific event insurance or blanket liability insurance?*

**A: There should be some type of liability insurance covering events and grant activities, whether it is event-specific or blanket liability insurance.**

*Q: Will liability insurance be an eligible expense?*

**A: Contractually required insurance costs for a project are eligible for reimbursement under the grant. The insurance costs must be reasonable and necessary. When reviewing the IPS, TCEQ will review the insurance costs in the context of the specific project to determine if they are reasonable and necessary. For events, costs would be reimbursed only for the period of the event.**

## **Where do the Solid Waste Funds Come From...**

The Regional Solid Waste Grants Program is funded by revenues collected through municipal solid waste fees, or "tipping fees," paid at landfills and appropriated by the legislature during each regularly scheduled session.

Statutorily, the Texas Commission on Environmental Quality (TCEQ) receives a portion of these funds, and a portion is allocated to the COGs for local and regional projects. Our allocation is based on a formula that considers population, area, solid waste fee generation, and public health needs

***Mail Original Application to: Deep East Texas Council of Governments  
(DETCOG)***

***Attn: Andrew Harmon;***

***Solid Waste Grants 1405***

***Kurth Drive***

***Lufkin, Texas 75904***

***Email a copy to [aharmon@detcog.gov](mailto:aharmon@detcog.gov)***

STATE OF TEXAS  
COUNTY OF POLK

§  
§



**RESOLUTION OF THE POLK COUNTY COMMISSIONERS COURT AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE COUNTY JUDGE TO ACT ON BEHALF OF POLK COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED POLK COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND THE STATE OF TEXAS.**

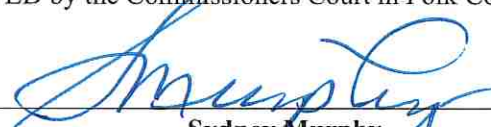
WHEREAS, the Deep East Texas Council of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, Polk County in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS;

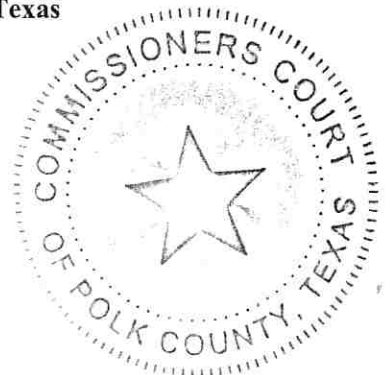
1. That the County Judge is authorized to request grant funding under the Deep East Texas Council of Governments' Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Polk County in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, Polk County will comply with the grant requirements of the Deep East Texas Council of Governments, the Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the Commissioners Court in Polk County, Texas, on this the 12<sup>th</sup> day of November 2025.

  
\_\_\_\_\_  
Sydney Murphy  
County Judge, Polk County, Texas

Attest:

  
\_\_\_\_\_  
Schelana Hock, County Clerk



**FORM 5: Explanation Regarding Private Industry Notification**

Applicable to Applicants under the following grant categories:

- a. Source Reduction and Recycling
- b. A demonstration project under the Educational and Training Projects category
- c. Other *(If the COG receives authorization to fund additional types of projects, that authorization may include requirements for notification of private industry. When applicable, those additional project categories should be listed here.)*

**Form 5a. List of Private Service Providers Notified**

<b>Private Service Providers Contacted</b>	<b>Name and Position</b>	<b>Telephone Number</b>	<b>Date Notified</b>
Liberty Tire Recycling	Jonathan Valero – Sales (Houston Market)	281-802-1529	10/6/2025
Rolling Dirty Dumpsters	Cara Vardeman	281-593-5458	10/30/2025
Stop Drop and Roll LLC	John Slaughter -owner	936-443-9949	11/4/2025
Live Oak Environmental	Sonny Hubbard- Municipal Manager	936-876-5640	10/23/2025
Polk County Enterprise	Pam – Classifieds Admin	936-327-4357	10/30/2025
Signmart of Texas LLC	James Sears- Owner	936-327-0029	10/31/2025
Polk County Commerce Center	Rachel Drake- Director	936-933-5852	10/23/2025

## **From 5b. Summaries of Discussions with Private Industry**

Liberty Tire Recycling will drop off three 53' trailers to the Polk County Commerce Center, located at 1017 US 59 Loop N, Livingston, TX 77351.

If loaded in the most efficient manner, each trailer can hold up to about 1,000 tires, but the sales rep stated that most customers are only able to load about 750-850 tires per trailer. We will endeavor to load them efficiently.

They will drop off the trailers during the week before the event (tentatively scheduled for March 14) and pick them up the following week.

Rolling Dirty Roll Offs will drop off six 20-yard dumpsters to the Polk County Commerce Center, located at 1017 US 59 N, Livingston, Texas 77351. The quoted rate is \$400.00 per dumpster, for a total of \$2,400.00.

Stop Drop & Roll Offs, LLC will drop off six 20-yard dumpsters to the Polk County Commerce Center, located at 1017 US 59 N, Livingston, Texas 77351. The quoted rate is \$375.00 per dumpster, for a total of \$2,250.00

We have chosen to proceed with **Stop Drop & Roll Offs Company** for the dumpster service for this event. Their quoted pricing is more cost-effective and aligns better with the **budget requirements of the grant.**

If loaded in the most efficient manner, each dumpster can hold up to 2.5 tons for large items. We will try to place the large items as effectively in the dumpsters as possible.

Stop Drop & Roll Offs, LLC will drop off the Dumpsters the day before the event (tentatively scheduled for March 14) and pick them up after the event is over.

Contacted Pam at Polk County Enterprise. A quarter-page black and white ad will circulate twice in the local newspaper in the weeks leading up to the event.

Contacted James at Signmart of Texas. Two banners for signs at the event will cost \$130 each for a total of \$260.00.

Contacted Rachel Drake at the Polk County Commerce Center to coordinate the event date in accordance with their facility schedule.

## FORM 6: Project Summary

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project, and how the project will assist in implementing the plan. Refer to the application instructions when completing these forms. If necessary, attach additional pages for each form.

Note:

1. Special Collection Events/Clean-Up Days must be limited to no more than four calendar days a contract year.
2. Specific information as to the ultimate disposition of collected materials must be included on this application.

### Form 6a. Project Description (*add additional pages as necessary*)

We propose to host a one-day Tires and Large Item Collection event on Saturday, March 14, 2026, at the Polk County Commerce Center, located at 1017 US Hwy 59 Loop N, Livingston, TX 77351. This event aims to provide residents with a convenient and responsible method to recycle used scrap tires and responsibly dispose of their large items. By facilitating proper disposal, we aim to reduce illegal dumping, minimize environmental hazards, and promote recycling within the community.

### Alignment with Regional Solid Waste Management Plan:

This project supports the following goals and objectives from the regional solid waste management plan:

- **Goal 1: Reduce Illegal Dumping**
  - *Objective 1.1:* Implement programs that provide residents with accessible disposal options for bulky waste items, including tires.
  - *Recommendation:* Organize community collection events to prevent improper disposal of waste.
- **Goal 2: Promote Recycling and Waste Reduction**
  - *Objective 2.2:* Increase recycling opportunities for hard-to-dispose materials.
  - *Recommendation:* Partner with recycling facilities to ensure proper processing of collected materials.

### Implementation of the Plan:

By establishing a centralized collection site and collaborating with Liberty Tire Recycling and Stop Drop & Roll Offs, LLC, we will ensure that all collected tires and large items are properly disposed of in an environmentally responsible manner. This collaboration will help divert significant amounts of waste tires from landfills and prevent illegal dumping. Additionally, the event will feature educational materials to inform residents about proper waste disposal practices and highlight the environmental benefits of tire recycling and responsible large-item disposal.

**Ultimate Disposition of Collected Materials:**

Liberty Tire Recycling will transport all collected tires to their processing facility. The tires will be recycled into products such as rubber mulch, playground surfaces, and tire-derived fuel. This partnership guarantees that the tires are repurposed sustainably, aligning with waste reduction and recycling goals.

Stop Drop & Roll Offs, LLC will take all the large items that are placed in the dumpsters to the local landfill and dispose of them properly. This will help address illegal dumping that is happening in this county.

Project Application Form 6a

**Form 6b. Project Cost Evaluation** (*add additional pages as necessary*)

**Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.**

The proposed project costs have been thoroughly evaluated to ensure alignment with industry standards for tire and large item collection events. The two primary expenses include renting 53-foot trailers from Liberty Tire Recycling and 20-yard dumpsters from Stop Drop and Roll Offs LLC.

Polk County will rent three 53-foot trailers from Liberty Tire Recycling at a rate of \$ 2,341.45 per trailer. Each trailer can accommodate approximately 750 to 850 tires, establishing a collection goal of up to 2,250 to 2,550 tires for this event. This rate includes both transportation and tire recycling costs, providing a competitive and cost-effective solution for large-scale tire waste management.

The second major expense involves renting six 20-yard dumpsters from Stop Drop and Roll Offs LLC at a rate of \$375.00 per dumpster. Each dumpster can hold up to 2.5 tons, enabling the collection of approximately 15 tons of large items in total. This rate also includes transportation and disposal costs, making it a similarly competitive and cost-effective approach for managing large item waste on a large scale.

For operational efficiency, the Polk County Environmental Enforcement Office will oversee the event to ensure compliance and smooth operations. Inmate work crews, supervised by the Sheriff's Office, along with Road and Bridge Precinct 4 Commissioner Cassity and his work crew, will assist with loading tires into trailers and large items into roll-offs. Their participation will reduce the need for additional labor costs and provide significant in-kind value to the project.

By securing a fixed rate per trailer with Liberty Tire Recycling and a fixed rate per roll off with Stop Drop and Roll Off, the county can avoid fluctuating disposal fees and cap total costs, ensuring financial predictability. This structure is particularly cost-effective for tire and large items collection projects of this scale and represents a well-planned approach to meet community needs efficiently.

With Polk County's population of approximately 55,000, the project offers a low per-capita cost, delivering high-impact waste disposal service for tire and large item removal, improving environmental quality, and reducing illegal dumping. The cost structure has been carefully organized to maximize community benefit, leveraging both competitive vendor pricing and local resources, making this project an efficient and valuable use of grant funding.

**Form 6c. Level of Commitment of the Applicant** *(add additional pages as necessary)*

**Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.**

Polk County has demonstrated a long-standing commitment to responsible solid waste management practices, emphasizing the reduction of illegal dumping, enhanced community involvement, and the promotion of environmental sustainability. The proposed one-day Tire and Large Item Collection Event aligns with Polk County's broader strategy to address problematic waste disposal and strengthen waste management infrastructure for long-term community benefit.

The County's dedication is evident through its partnerships and ongoing initiatives that focus on waste reduction and proper disposal. Polk County maintains a successful collaboration with Polk County Recycling & Beautification, which operates a recycling center that provides residents with convenient access to responsible waste management options. By addressing community needs through projects such as this event, Polk County supports state and regional waste management goals while continuing to prioritize sustainable waste reduction practices.

Although this event will receive grant funding, it represents an extension of Polk County's existing solid waste management efforts. The County's partnerships with Liberty Tire Recycling, Stop Drop and Roll Offs LLC, local stakeholders, and the community establish a framework that can be replicated for future collection events. Additionally, hosting the event at the Polk County Commerce Center provides a centralized and accessible location, reinforcing the County's dedication to maintaining sustainable practices beyond the grant term.

The Polk County Commissioners Court has expressed strong support for this initiative, recognizing its importance to public health, environmental protection, and waste reduction. By encouraging residents to properly dispose of tires and large items, Polk County actively fosters a culture of responsible waste management and environmental stewardship throughout the community.

Polk County's commitment to sustaining and expanding solid waste management practices is reflected in its collaborative approach, strategic planning, and strong governance support. These efforts ensure that the County's waste management initiatives will remain effective, impactful, and sustainable well beyond the duration of the grant.

**List any previously demonstrated commitment to preferred solid waste management practice, such as implementing other solid waste management projects, involvement in a local or sub regional solid waste management plan or study, or membership in the TCEQ's Clean Texas Program.**

Polk County has a strong history of commitment to solid waste management practices and has implemented various projects to address waste reduction, recycling, and illegal dumping issues. Some of the key initiatives demonstrating this commitment include:

1. Polk County Recycling & Beautification Partnership:

Polk County has collaborated with Polk County Recycling & Beautification (PCRB), a local nonprofit organization, to operate the county's recycling center. This partnership has successfully facilitated the collection and processing of recyclable materials, reducing the overall waste directed to landfills. The recycling center has become a vital resource for the community, particularly in areas where residents previously lacked easy access to recycling services.

2. Participation in Regional Solid Waste Management Planning:

Polk County, through Precinct 4 County Commissioner Jerry Cassity, is actively involved in the regional solid waste management planning process, ensuring that its local waste management practices align with broader goals set by the region. By contributing to this planning process, Polk County helps shape policies and projects that address waste management challenges at a regional level. This involvement ensures that the county's initiatives are part of a larger, coordinated effort to address waste reduction, recycling, and environmental sustainability.

3. Illegal Dumping Reduction Efforts:

The county has taken proactive steps to reduce illegal dumping through enhanced enforcement, education, and community involvement. Working with the Sheriff's Office and Environmental Enforcement, Polk County has implemented targeted clean-up campaigns, public education programs, and enforcement measures to discourage illegal dumping activities. These efforts reflect the county's commitment to promoting proper waste disposal and protecting the local environment.

4. Polk County's Environmental Grant Initiatives:

In addition to this project, Polk County has pursued other grant-funded projects aimed at improving environmental quality and solid waste management. For instance, the county has applied for grants to support initiatives related to recycling infrastructure and illegal dumping enforcement, further highlighting its commitment to maintaining a cleaner and more sustainable community.

5. TCEQ Involvement:

While Polk County has not been a member of the TCEQ's Clean Texas Program, it has adhered to the Texas Commission on Environmental Quality (TCEQ) guidelines for proper waste disposal and environmental compliance. The county has consistently worked within the framework established by TCEQ to ensure that its waste management practices meet state and regional standards, promoting both environmental sustainability and regulatory compliance.

These initiatives illustrate Polk County's long-term dedication to improving solid waste management practices and its ongoing efforts to create a cleaner, more sustainable environment for its residents. Through collaboration, strategic planning, and community involvement, Polk County continues to demonstrate leadership in solid waste management practices.

**If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations; present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.**

The proposed project has previously received grant funding under this program. Polk County has an established record of successfully managing a variety of grant-funded projects related to solid waste management and environmental improvement. Past initiatives have included efforts focused on recycling, illegal dumping enforcement, and community education—demonstrating the County's capability to deliver effective and compliant environmental programs.

While this is the second year Polk County will host the tire collection event, the addition of the large items collection expands the program being submitted for funding. This initiative reflects Polk County's ongoing commitment to improving waste management services and addressing the community's need for proper tire and large item disposal. By collaborating with Liberty Tire Recycling and Stop Drop and Roll LLC to ensure environmentally responsible processing, the project builds on the County's proven experience in implementing effective solid waste management programs that benefit residents and help reduce illegal dumping.

Polk County has demonstrated strong past grant contractual performance by consistently meeting project goals, maintaining regulatory compliance, and providing timely reports and financial accountability. Previous projects have been completed within the designated time frames and budget limits, reflecting the county's ability to successfully manage grant-funded initiatives. Furthermore, Polk County has effectively engaged local stakeholders and leveraged partnerships, such as with Polk County Recycling & Beautification, to enhance the impact of these projects.

In this case, the proposed project enhances the county's existing services by offering dedicated tire and large item disposal, providing residents with accessible waste management resources and reducing illegal dumping. This initiative is supported by community engagement efforts and a sustainable approach that fosters ongoing public involvement. Polk County's successful record of accomplishment in managing similar projects, along with its strong partnerships, provides a solid foundation for further funding and support.

As Polk County has consistently delivered on past grant obligations, it is well positioned to expand its waste management services with continued support from this program, ensuring the successful implementation of this project.

## Form 6d. Scope of Work

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by the COG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities, and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the project description on Form 6a).
- Specific task statements with responsible entity identified.
- List of deliverables/products/activities under each task
- Schedule of deliverables

### Work Program and Schedule of Deliverables

Purpose and Goal of the Project

The purpose of this project is to conduct a one-day tire and large item collection event at the Polk County Commerce Center, providing residents with a convenient and responsible option for disposing of used tires and large items. This initiative addresses illegal dumping and supports proper waste management practices. The project aligns with the Regional Solid Waste Management Plan's goals to:

- Promote proper waste disposal,
- Reduce illegal dumping, and
- Encourage community participation in environmental stewardship.

Collected tires will be recycled through Liberty Tire Recycling, ensuring responsible material recovery and waste reduction within Polk County.

---

Task 1: Project Planning and Coordination

#### Responsible Entities:

Polk County Judge's Office, Polk County Environmental Enforcement Office, Polk County Sheriff's Office, Road and Bridge Pct. 4, Liberty Tire Recycling, and Stop Drop and Roll dumpster service.

#### Major Steps:

- Confirm logistics and finalize the agreement with Liberty Tire Recycling and Stop Drop and Roll Offs LLC.
- Coordinate with the Polk County Commerce Center to secure the event site and arrange necessary infrastructure.
- Develop a detailed event schedule and communicate with all stakeholders to finalize operational plans.

#### Deliverables/Products/Activities:

- Executed agreement with Liberty Tire Recycling

- Executed agreement with Stop Drop and Roll LLC
- Event site plan and finalized event schedule

**Timeframe:**

- **Start Date:** Upon grant approval
  - **Completion Date:** 30 days before the event
- 

Task 2: Public Outreach and Advertisement

**Responsible Entities:**

Environmental Enforcement Office, Road & Bridge Commissioners, and Polk County Recycling & Beautification

**Major Steps:**

- Develop and distribute public announcements detailing event location, participation instructions, and acceptable materials.
- Promote the event through multiple media outlets, including:
  - Two ads in *Polk County Enterprise* (\$299.95each)
  - Social media postings on Facebook
  - Banners on signage on site

**Deliverables/Products/Activities:**

- Public announcements, flyers, social media posts, and press releases

**Timeframe:**

- **Start Date:** 30 days prior to the event
  - **Completion Date:** Day of the event
- 

Task 3: Tire and large item Collection Event Execution

**Responsible Entities:**

Polk County Environmental Enforcement Office, Road and Bridge Pct. 4, Polk County Sheriff's Office, Liberty Tire Recycling, and Stop Drop and Roll Offs LLC ,

**Major Steps:**

- Set up and manage the collection site at the Polk County Commerce Center.
- Coordinate with Liberty Tire Recycling for tire trailers, transportation, and recycling.
- Coordinate with Stop, Drop and Roll Offs LLC Dumpster Service for providing dumpsters, transportation, and disposal.
- Provide/Oversee labor for collecting materials and filling trailers and dumpsters.
- Oversee event logistics including traffic direction, participant flow, and site safety.

**Deliverables/Products/Activities:**

- Collected and loaded tires ready for recycling
- Collection of large items ready for proper disposal
- Accurate record of number and type of tires and total tonnage of large items collected

**Timeframe:**

- **Date of Event:** Scheduled one-day collection event
- 

Task 4: Post-Event Review and Reporting

**Responsible Entities:**

Polk County Environmental Enforcement Office

**Major Steps:**

- Compile data on number of tires collected, total tonnage, and associated costs.
- Prepare a comprehensive final project report summarizing event outcomes, participation, and cost analysis.
- Submit the final report to the Council of Governments (COG) and grant administrators.

**Deliverables/Products/Activities:**

- Event summary report including data on waste tonnage and costs
- Final project report submitted to the COG

**Timeframe:**

- **Start Date:** Immediately following the event
- **Completion Date:** Within 30 days after the event

**FORM 7. GRANT BUDGET SUMMARY**

Please provide the following breakdown of the total amount of grant funding being requested:

Budget Category		Funding Amount
1.	Personnel/Salaries	\$ 0.00
2.	Fringe Benefits	\$ 0.00
3.	Travel	\$ 0.00
4.	Supplies - Gloves 12 Large pairs @ \$8.59 each= \$103.08 12 XL pairs @ \$5.59 each =\$67.08	\$ 170.16
5.	Equipment	\$ 0.00
6.	Construction -	\$ 0.00
7.	Contractual – Tractor Trailers and Roll Off Dumpsters  3- Tractor Trailers @ 2,341.45 Each = \$7,024.35 6-20 Yard Dumpsters @ \$375.00 each = \$2,250.00	\$9,274.35
8.	Other- Advertising  Newspaper ads (Polk County Enterprise) 2 @ \$299.25= \$598.50 Facebook post boosts = \$382.42 Signmart Banner Signs 2 @ \$130.00 each = \$260.00	\$1,240.92
9.	<b>Total Direct Charges</b> (sum of 1-8)	\$10,686.43
10.	Indirect Charges*	\$ 0.00
11.	<b>Total</b> (sum of 9 - 10)	\$10,686.43
12.	Fringe Benefit Rate:	%
13.	Indirect Cost Rate:	%

NA

NA

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

\*In accordance with the UGMS, indirect charges may be authorized if the Applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

*Please complete any of the following detailed budget forms that are applicable.*

## FORM 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: \$ 1,636.25

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

### 1. Employee Overtime

#### ○ Details:

- Commissioner Cassity's work crew consisting of two (2) heavy equipment operators will provide labor throughout the event. These workers will operate heavy equipment to load tires into the trailers, and large items into the roll off dumpsters, ensuring safety, efficient, and organized collection.
- Environmental Enforcement Secretary will provide event oversight, collecting relevant data, maintaining environmental compliance with the disposal of large items, and helping to ensure the smooth and safe operation.
- Two Sheriff's Deputies will provide supervision of the inmate work crew, and also help ensure environmental compliance and the smooth and safe operation.

- **Estimated Contribution:** Sixteen (16) overtime hours for heavy equipment operators, paid by **Road & Bridge Precinct 4**, eight (8) overtime hours by the Environmental Enforcement Secretary and sixteen (16) overtime hours by the Sheriff's Deputies paid by the **General Fund**, representing matching funds totaling **\$1,636.25** (\$1,320.84 in wages and \$315.41 in fringe).

In-Kind Services: \$3,933.93 (monetary equivalent) --

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

### 1. Inmate Work Crew

- **Details:** An inmate work crew consisting of 8 inmates will provide labor throughout the event. This team will handle the loading of tires into trailers and large items into roll-offs, ensuring efficient and organized collection. The labor provided by inmates reduces the need for contracted labor or county employee overtime, delivering substantial cost savings.
- **Estimated Contribution:** With a standard labor equivalent rate (e.g., \$16 per hour + 23.65% fringe rate), the in-kind value for 8 inmates working 6 hours would be **\$949.63**

### 2. Commissioner Cassity and Equipment

- **Details:** Commissioner Cassity will supervise his work crew and will provide the heavy equipment for loading oversize tires and large items.

- **Estimated Contribution:** Eight (8) hours worked by the Commissioner—whose role in a supervisory capacity is equivalent to that of a Foreman I working overtime—constitute an in-kind contribution valued at **\$433.08**. The Commissioner’s contribution of the use of a Deere 644k-4WD wheel loader represents an in-kind match of **\$701.22**.

**3. Event Location: Polk County Commerce Center**

- **Details:** The event will be held at the Polk County Commerce Center, which provides a central and accessible location for residents to participate in the tire and Large Item collection. Using this facility eliminates the need to rent an external location, providing cost savings while allowing Polk County to accommodate both traffic flow and storage needs for the trailers.
- **Estimated Contribution:** The estimated in-kind value for one-day use of the Polk County Commerce Center, including utilities, parking areas, and space for trailers, is approximately **\$1,000**.

**4. Administration and Event Oversight**

- **Details:** County staff will coordinate logistics, oversee event setup, manage outreach, and provide administrative support. This includes event planning, coordination with Liberty Tire Recycling, Stop Drop & Roll Offs, LLC and managing resident inquiries. Additionally, the Polk County Sheriff’s Office and Environmental Enforcement Office and will ensure that all environmental and safety standards are met.
- **Estimated Contribution:** The value of county staff time, including administrative, planning, and enforcement personnel, is estimated at **\$600** for event planning, day-of oversight, and reporting.

**5. Outreach and Community Engagement**

- **Details:** Polk County staff will engage in outreach efforts, including distributing flyers to POAs, VFDs and county offices, coordinating announcements, promoting the event on social media, and engaging local stakeholders to increase resident participation. This in-kind effort helps ensure broad community awareness and supports maximum turnout.
- **Estimated Contribution:** Estimated in-kind value for outreach efforts, including staff time and materials, is approximately **\$250**

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

\$ 16,256.61

Project Application

**Expenses listed on the following pages are expected to be paid with grant funds.**

**FORM 7b: Detailed Personnel/Salaries Expenses**

For each employee to be funded wholly or in part by this grant, complete one of the lines in the table below. Please refer to the definitions provided in the instructions in completing this sheet. If funds are awarded, changes to grant-funded positions must be approved in advance by the COG.

<b>Position Title</b>	<b>Function</b>	<b># Hours</b>	<b>Hourly Rate</b>	<b>Monthly Salary</b>
NA	NA	NA	NA	NA
				\$
<b>TOTAL</b> <i>(Must equal Line 1 of the Overall Budget Summary)</i>		\$ 0.00		

Project Application

**FORM 7c: Detailed Travel Expenses**

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

<b>Date(s)</b>	<b>Purpose &amp; Destination</b>	<b>Person(s)</b>	<b>Estimated Cost</b>
NA	NA	NA	\$ NA
			\$

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by the COG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, the COG will need to approve those travel costs before the travel occurs.

**Non-Routine Travel Expenses**

<b>Date(s)</b>	<b>Purpose &amp; Destination</b>	<b>Person(s)</b>	<b>Estimated Cost</b>
NA	NA	NA	\$ NA
			\$
			\$
<b>TOTAL TRAVEL EXPENSES</b> <i>(Must equal Line 3 of the Overall Budget Summary)</i>		\$ 0.00	

Project Application

### FORM 7d: Detailed Supply Expenses

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

**(Note: No generalized expenses are acceptable – all grant components must be listed by individual item, number of items and per item price before being totaled.)**

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
General office/desk supplies: (list below) NA	\$ NA
Other supplies ( <i>explain below</i> ): 12 Large pairs @ \$8.59 each = \$103.08 12 XL pairs @ \$5.59 each = \$67.08	\$ 170.16
<b>TOTAL</b> ( <i>Must equal Line 4 of the Overall Budget Summary</i> )	\$ 170.16

Project Application  
Form 7d

### FORM 7e: Detailed Equipment Expenses

1. All equipment purchases must be pre-approved by the COG. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by the COG before the costs are incurred.

**Note:**

1. It must be stated on the grant application that locations where equipment will be installed are TCEQ permitted for the related activities - or that permits are not required.
2. Equipment that can be used in solid waste collection, transfer stations and solid waste transportation cannot be purchased with TCEQ Solid Waste Grant funds.

<b>Equipment (Must be \$5,000 or more per unit) (Show description, type, model, etc.)</b>	<b>Unit Cost</b>	<b>No. of Units</b>	<b>Total Cost</b>
NA	\$ NA	NA	\$ NA
	\$		\$
	\$		\$
	\$		\$
<b>TOTAL</b> (Must equal Line 5 of the Overall Budget Summary)		\$ 0.00	

**FORM 7f: Detailed Construction Expenses**

All construction projects must be pre-approved by DETCOG. **(No generalized expenses are acceptable – all grant components must be listed by individual item, number of items and per item price before being totaled.)** If the specific details of the construction costs are not known currently, list the general details on this form. The specific details of the construction will then need to be provided to and approved by the COG before the costs are incurred. For any subcontracted activities, the request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions).

Types of Construction	Subcontracted Yes/No	Estimated Cost
NA	NA	\$ NA
		\$
		\$
		\$
<b>TOTAL</b> <i>(Must equal Line 6 of the Overall Budget Summary)</i>		\$ 0.00

### FORM 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the COG. **(No generalized expenses are acceptable – all grant components must be listed by individual item, number of items and per item price before being totaled.)** If the specific details of the contractual costs are not known currently, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the COG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by the COG before work begins.

Purpose (Equipment, Payroll, HHW Event, Illegal Clean-up, etc)	Contractor(s) <b>RN#</b> (Name of Company, Address, Phone Number and Person of Contact)	Contract Amount
Tire and Large Items Collection Event ~ Saturday, March 14st  3 tractor trailers @ \$2,341.45 each (includes transportation and recycling)	102761475, Liberty Tire Recycling, 5302 Wade Rd. Baytown, TX 77521, 210-665-8025, Mark Salinas	\$ 7,024.35
Tire and Large Items Collection Event ~ Saturday, March 14st  6 Roll off dumpsters @ \$375.00 each (includes transportation and disposal)	Stop Drop & Roll Offs, LLC 8099 FM 350 North Livingston, Texas 77351, 936-443-9949 John Slaughter	\$ 2,250.00
		\$
		\$
<b>TOTAL</b> <i>(Must equal Line 7 of the Overall Budget Summary)</i>		\$ 9,274.35

### FORM 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. **(No generalized expenses are acceptable – all grant components must be listed by individual item, number of items and per item price before being totaled.)** Please note that the final totals are at the bottom of the next page.

#### Basic Other Expenses

Please identify the basic “Other” category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
Books and reference materials	\$0.00
Postage, telephone, FAX, utilities	\$0.00
Printing/reproduction	\$0.00
Advertising/public notices Newspaper ads(Polk County Enterprise) 2 @ \$299.25= \$598.50 Facebook post boosts = \$382.42	\$980.82
Registration fees for training (if approved)	\$0.00
Repair and maintenance	\$0.00
Basic office furnishings	\$0.00
Space and equipment rentals	\$0.00
Signage Signmart Banner Signs 2 @ 130.00 each- \$260.00	\$ 260.00

Project Application

**Additional Other Expenses**

The specific details of additional other category expenses, not included on the list of basic "Other" expenses, must be pre-approved by the COG. If the specific details of the additional "Other" expenses are not known currently, list the general details on this form. The more specific details will then need to be provided to and approved by the COG before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
Computer hardware not listed under the Equipment category <i>(itemize each expense below including description, type, model, etc.):</i>	\$		\$ 0.00
Computer software <i>(itemize each expense below including description, type, model, etc.):</i>	\$		\$ 0.00
Additional Other expenses <i>(itemize each expense below including description, type, model, etc.):</i>	\$		\$ 0.00
<b>TOTAL OTHER EXPENSES</b> <i>(Must equal Line 8 of the Overall Budget Summary)</i>		\$ \$1,240.92	

Project Application  
Form 7h

**Attachment "A"**

**GRANT REPORTING REQUIREMENTS**

**(Grant Reporting Forms will be included in Grant Contract)**

**Reporting Schedule for the Results Report/Follow Up Report - Semi Annual Report  
(the implementation and COG managed projects workbook is the document used to complete these reports)**

**FY 26/27**

DELIVERIABLES AND DUE DATES			
Report Name	Period Covered	Due Date	FY
<b>Semi Annual Report</b>			
Report #1	09/01 - 02/28	3/30	26
Report #2	03/01 - 08/31	9/30	26
Report #3	09/01 - 02/28	3/30	27
Report #4	03/01 - 08/31	12/30 (Final)	27
<b>Results Report / Follow-Up</b>			
Report 1	09/01/2023 - 08/31/2025	12/30/2025	24/25
Follow-Up	09/01/2023 - 08/31/2025	10/15/2026	24/25
Report 1	09/01/2023 - 08/31/2025	12/30/2027	26/27
Follow-Up (Final)	09/01/2023 - 08/31/2025	10/15/2028	26/27
<b>Implementation Workbook</b>			
	09/01/2023 - 08/31/2025	12/30/2025 (Final)	24/25
<b>Inventory - Equipment</b>			
	09/01/2023 - 08/31/2025	12/30/2025 (Final)	24/25

**Attachment "B"**

**A List of Some of the Uses for the DETCOG/TCEQ Solid Waste Grants....**

**1. Local Enforcement**

- Equipment, such as vehicles, communications equipment, and surveillance equipment
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training and vehicle maintenance.
- Protective gear and supplies
- Educational materials

**2. Litter and Illegal Dumping Cleanup and Community Collection Events**

- Equipment, such as trailers and trucks
- Program administration expenses, such as, salaries/fringe benefits, office' supplies and equipment, travel, training and vehicle maintenance.
- Subcontract expenses

- Protective gear and supplies
- Fencing, barriers, and signage
- Educational materials
- Appreciation items for volunteers (e.g., T-shirts, caps, etc.)

### **3. Source Reduction and Recycling**

- Facility design and construction
- Equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and equipment maintenance
- Educational materials
- Printing and advertisement expenses

### **4. Local Solid Waste Management Plans**

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

### **5. **New** Citizens' Collection Stations and "Small" Registered Transfer Stations (Not for Existing Collection or Transfer Stations)**

- Facility design and construction
- Equipment, such as dumpsters or roll-off containers, trailers, compactors, crushers, scales, and recycling containers
- Protective gear
- Educational materials
- Printing and advertisement expenses

### **6. Household Hazardous Waste Management**

- Design and construction of permanent collection facilities
- Equipment for permanent collection facilities, such as recycling containers, trailers, forklifts, and crushers
- Protective gear
- Contractual services for special collection events
- Educational materials
- Printing and advertising expenses
- Appreciation items for volunteers (e.g., T-shirts, caps, etc.)

### **7. Technical Studies**

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

## **8. Educational and Training Projects**

- Educational materials
  - Printing and advertising expenses
  - Contractual services
  - Program administrative expenses, such as salaries/fringe benefits, office supplies, and travel
- ❖ *Other {If DETCOG obtains authorization for additional project categories, include examples of expenses that would be appropriate under that category.}*

**All these categories of DETCOG/TCEQ Solid Waste Grants come with additional Terms and Conditions such as:**

- 1. Special Clean-Up Events can only take place 4 days in a calendar year.***
- 2. City of County Employees can only be paid if they work overtime on weekends after they complete a regular 40-hour work-week Monday through Friday.***
- 3. All equipment purchased with grant money is to be marked with the following message: “This equipment purchased with a grant from the “Deep East Texas Council of Governments and the Texas Commission on Environmental Quality”***

**Please consult with DETCOG Regional Service Staff (936) 634-2247 ext. 5310 as to the specifics of your proposal before completing the application.**

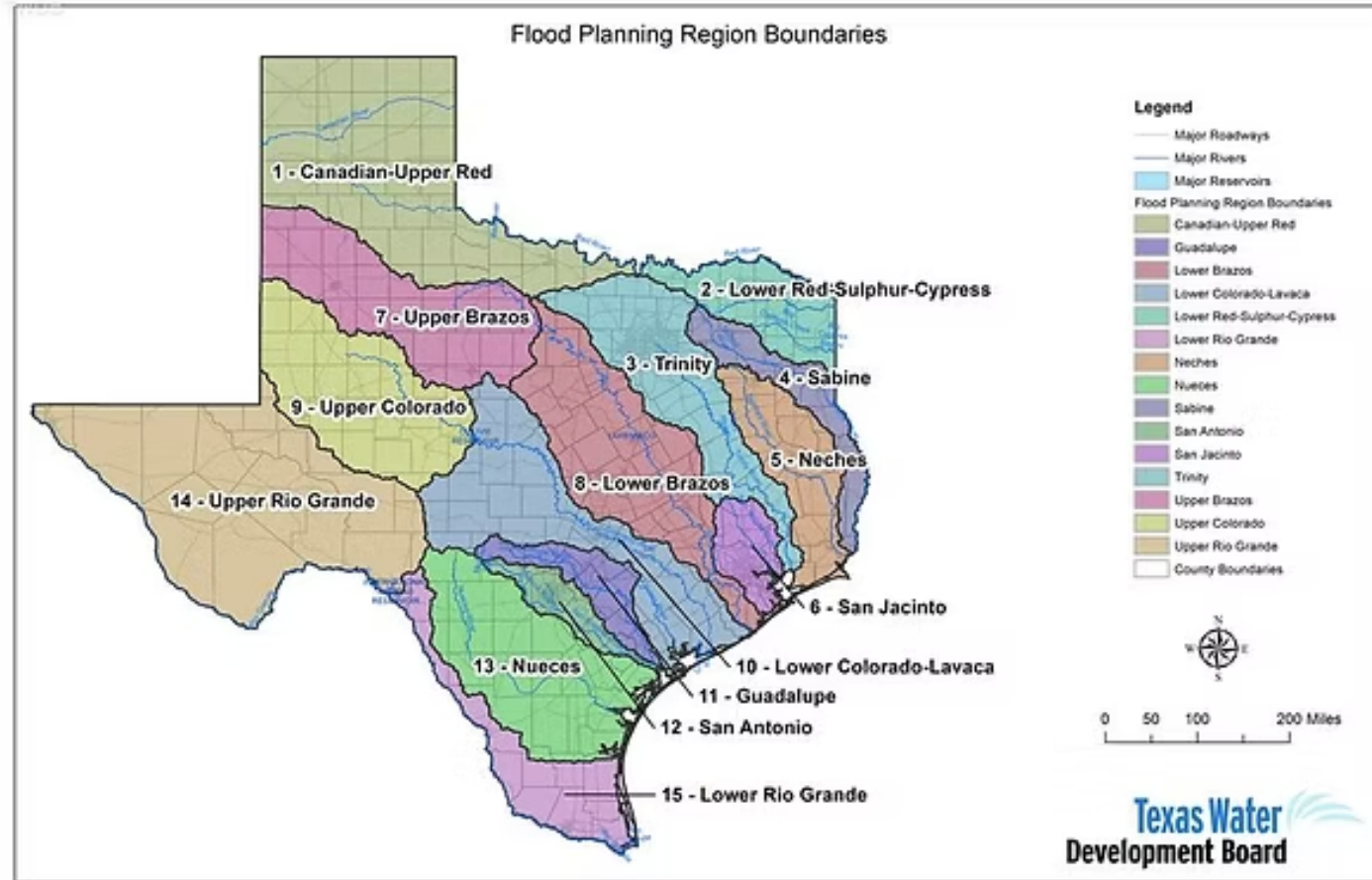
**Revised 10 20 2025**

# Neches RFP G

2025 Stakeholder/Community Outreach



# What are RFPGs?

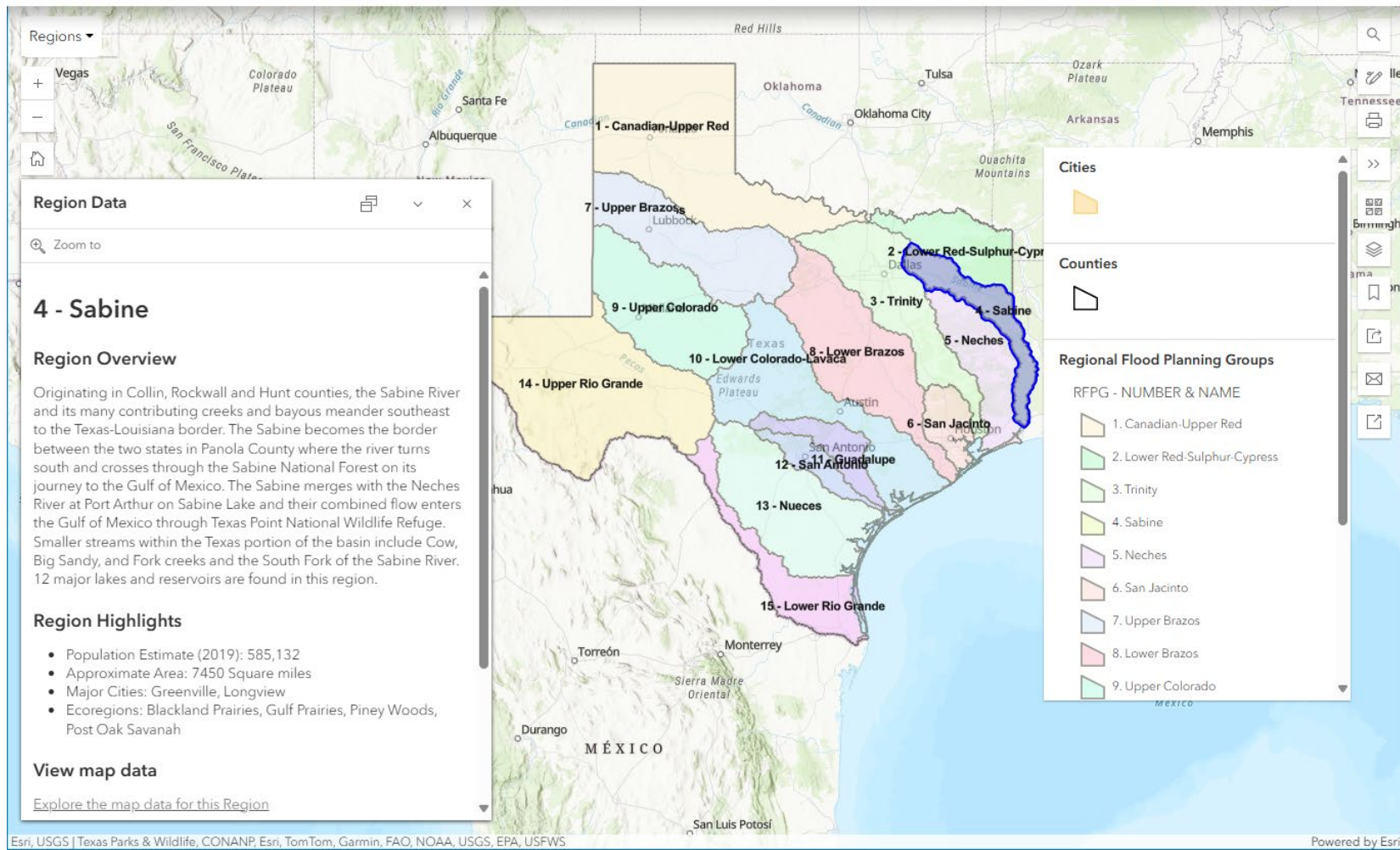






# Regional Flood Plan vs. State Flood Plan

- The Regional Flood Plan is developed using the information and data obtained from you – city officials, stakeholders, and the FPG itself.
  - The current adopted plan(s) were approved in 2023.
- The State Flood Plan consolidates the information presented in the regional flood plans into a single actionable plan to reduce the risks and impacts of future flooding.
  - The current plan was approved in 2024.
- Amendments were possible to each document but there will be no more amendments allowed (though it had been considered previously).



## Overview of findings from the 2024 State Flood Plan

### Region 4: Sabine

#### Existing Flood Risk

(in 1 percent and 0.2 percent annual chance flood hazard areas)

90,600 Population	48,700 Buildings
229,280 Agricultural land (acres)	2,000 Roadway miles
34,800 Residential buildings	112 Critical Facilities*

#### Recommended Studies, Projects and Strategies\*\*

Flood management evaluations (176)  
\$81.33M

Flood mitigation projects (33)  
\$3.27B

Flood management strategies (59)  
\$112.38M

---

**Total count (268)**  
\$3.47B

\*Hospitals, emergency medical services, fire stations, police stations, and schools

\*\*Due to rounding, numbers presented may not add up precisely to the totals provided and percentages may not precisely reflect the absolute figures.

That's pretty fancy stuff, but why should you care?



The bottom line...

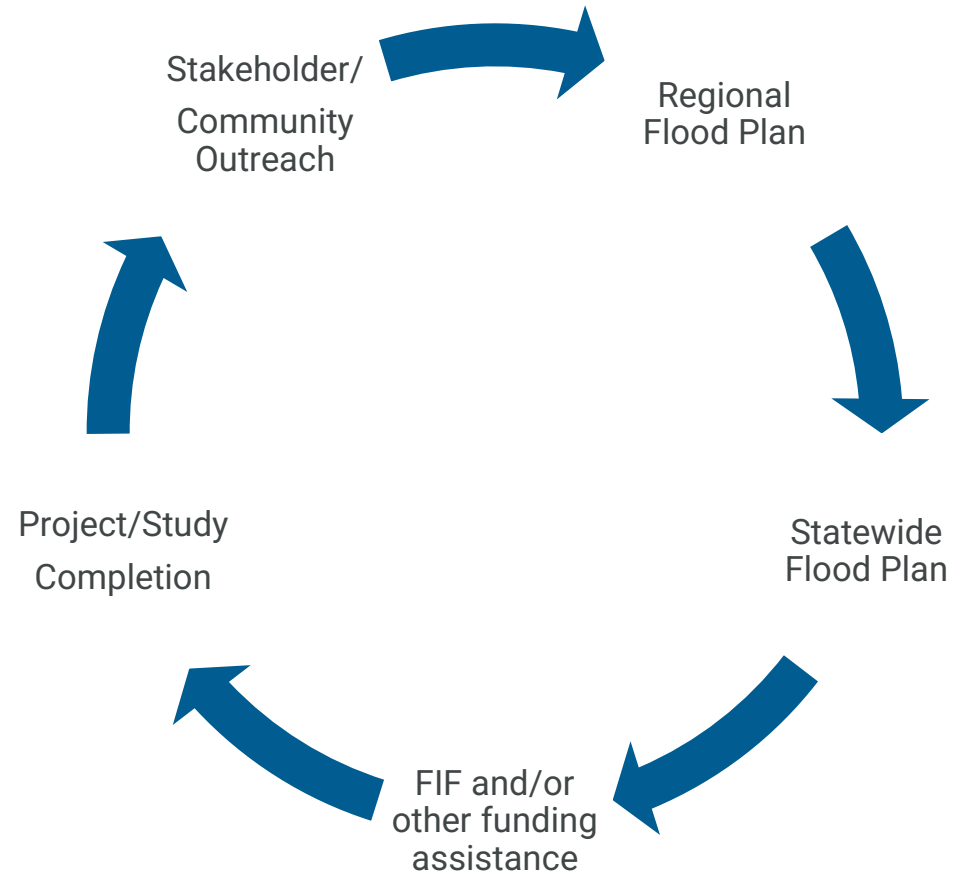




# Flood Infrastructure Fund (FIF)

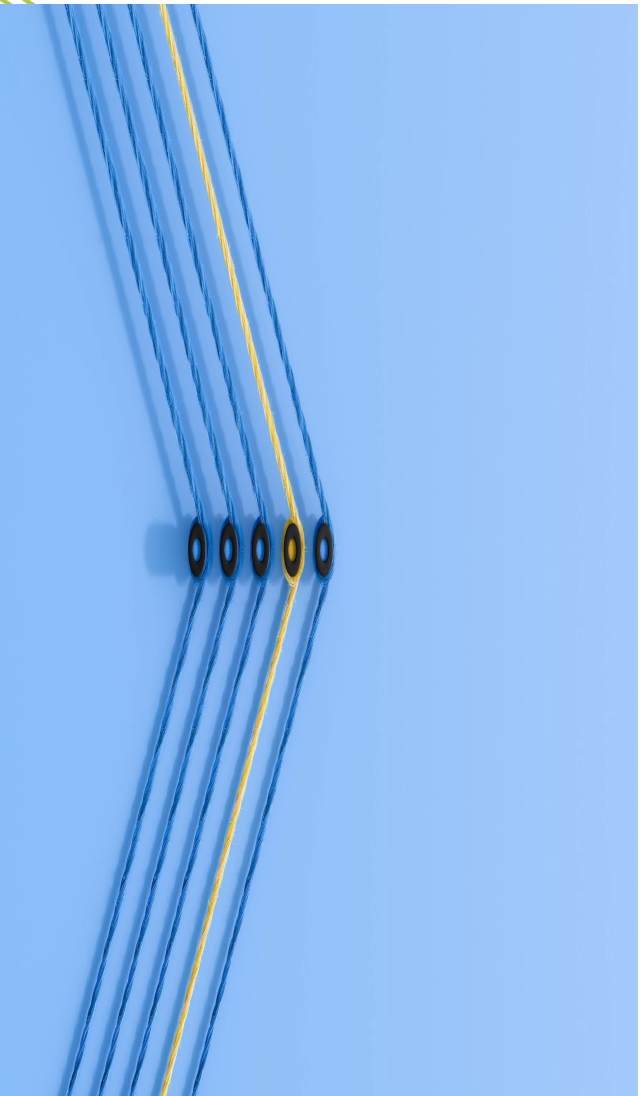
- Two rounds of FIF applications have been released so far with over \$1.3 Billion in project funding made available to Texas communities
  - Flood Mitigation Evaluations (FME)
  - Flood Mitigation Projects (FMP)
  - Flood Mitigation Strategies (FMS)
- Regardless of funding category – projects must be listed in statewide flood plan to be considered for award
- FMPs require modeling and H&H studies to demonstrate benefit

# Flood Infrastructure Fund (FIF)





# Flood Infrastructure Fund (FIF)

- 
- New for this year – increased focus on small, rural communities
  - FPGs are tasked with defining “small, rural communities”
  - TWDB set to approve funding for studies in October
  - Around \$2M in funds will be provided to each FPG



# Stakeholder/Community Outreach

- 2028 Regional Flood Plan is under development
- Community Engagement is imperative to the process, but could also result in future funding opportunities for your community
- Facilitates cooperation and communication amongst entities
- Makes your needs visible to a variety of flood planning/mitigation programs
- Reduces overlap and duplication of efforts – possibly saving you money or allowing you to focus on project development instead of planning
- Allows you to utilize/spend “other” people’s money



# Stakeholder/Community Outreach

It all begins with completing the survey (recommended for FP Administrators, EMCs, and elected officials; takes 15-20 minutes) and/or dropping a few comments on a map (recommended for anyone with knowledge of flood prone areas; takes 5 minutes or less).

To get started, use the QR on the flyer.