

STATE OF TEXAS §
COUNTY OF POLK §

DATE: February 10, 2026
REGULAR MEETING
SYDNEY MURPHY - ABSENT

**COMMISSIONER'S COURT
AGENDA POSTING # 2026 - 004**

Call to Order. * Invocation * Pledges of Allegiance

Be it remembered on this the 10th day of February 2026, the Honorable Commissioners Court met in "REGULAR" called meeting with the following officers and members present, to wit;

Honorable Milton Purvis – Commissioner Pct #3 presiding,
Guylene Robertson – Commissioner Pct #1,
Mark DuBose – Commissioner Pct #2,
Jerry Cassity - Commissioner Pct #4,
Wendy Timm – Deputy County Clerk and
Louis Ploth – County Auditor.

WELCOMED & CALLED TO ORDER AT 10:00 AM BY COMMISSIONER MILTON PURVIS.

- INVOCATION LED BY SONNY HATHAWAY OF CENTRAL BAPTIST CHURCH.
- PLEDGES TO U.S. & TEXAS FLAGS LED BY WENDY TIMM.

Public Comments

There were nine Polk County residents who signed up for public comment; eight addressed their opinions regarding agenda item #19.

Bob Price spoke in favor.

Individuals that spoke in opposition (names listed in alphabetical order, by last name):

Joy Bergfalk
Carolyn Bischoff
Richard Burr
Jennifer Knapp
Susan Muzny
Ann Turney
Willie White

And Billy Lambeth attended to provide the Lakeside Village Goose report.

Informational Reports

Commissioner Purvis provided an informational report on CDL Training Funding Opportunity. Federal funding has been approved that will allow Polk County to move forward with a Department of Transportation grant application for a new Commercial Driver License (CDL) training school. This funding functions as a directed grant opportunity for which only Polk County is eligible to apply.

1. DISTRICT ATTORNEY'S INFORMATIONAL REPORT.
RECEIVED REPORT FROM DISTRICT ATTORNEY SHELLY SITTON, AND REQUEST FOR A COURT WORKSHOP TO ADDRESS STAFFING ISSUES IN HER OFFICE.

Old Business

2. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES, AS FOLLOWS:

- A. R W RUSSEL SURVEY, ABSTRACT 68, TRACT 39, 4.34 ACRES, CAUSE #T12-135, PRECINCT 3.
 MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, APPROVAL TO SELL.
 VOTES NO: 0
 VOTES YES: 4
 VOTES RESULT: CARRIED

New Business - Consent Agenda

COMMISSIONER PURVIS NOTED ADDENDUMS TO ITEM 4 ON THE AGENDA IN THE AMOUNTS OF \$112,561.70 AND \$299,829.02. MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE THE CONSENT AGENDA AS FOLLOWS: (ALL VOTING YES)

3. APPROVE MINUTES OF PREVIOUS MEETING: January 27, 2026 (Regular Session)

4. APPROVE SCHEDULES OF BILLS.

DATE	AMOUNT	FUND	CHECK #
1/21/2026	38,594.60	Grants	1424
1/21/2026	22.50	General	314527
1/23/2026	5,362.46	General	314536-314542
1/28/2026	14.77	General	314573
1/29/2026	346,439.44	Retiree Health Trust	ACH 083/630-631/ ACH 010/314601-314605
1/29/2026	11,204.26	General	314595-314600
1/30/2026	7,407.60	General	314592-314594
1/30/2026	162,551.68	General	ACH 5067,5072,5073,5074, 5068,5070,5071
2/1/2026	27,150.59	General	314574-314578
2/3/2026	70,121.00	General	314606
2/3/2026	70,881.04	Grants	1429
2/3/2026	46,115.90	Grants	ACH 035/1430-1432/ ACH 010/314607-314609
2/4/2026	26,112.48	General	314696
2/10/2026	842,773.98	Grants	ACH 035/1433-1434/ ACH 010/314610-314695
2/12/2026	1,158,137.63	General	ACH 5078,5079,5080

2/12/2026	339,206.25	General	ACH 5081,5082
2/12/2026	136,957.50	General	ACH 5083
TOTAL:	3,289,053.68		

5. APPROVE ORDER DESIGNATING SURPLUS PROPERTY.
The exhibit reflects various items no longer in use by the Environmental Enforcement and Maintenance Departments.
6. RECEIVE AND RECORD PERSONNEL ACTION FORMS SUBMITTED BY ELECTED OFFICIALS SINCE LAST MEETING.
7. RECEIVE AND RECORD SIGNED INDEPENDENT CONTRACT ATTORNEY AGREEMENT BETWEEN THE DISTRICT ATTORNEY'S OFFICE AND CAROLYN ALLEN, EFFECTIVE JANUARY 1, 2026.
8. RECEIVE AND RECORD NOTICE OF TERMINATION OF INDEPENDENT CONTRACT ATTORNEY AGREEMENT BETWEEN THE DISTRICT ATTORNEY'S OFFICE AND MARK A. BOEMIO, EFFECTIVE JANUARY 19, 2026.
9. RATIFY APPROVAL OF RE-APPOINTMENT OF JOHN ALLEN SLOCUMB TO WORKFORCE DEVELOPMENT BOARD FOR A THREE-YEAR TERM, BEGINNING JANUARY 1, 2026.
10. APPROVE INTERLOCAL AGREEMENT BETWEEN POLK COUNTY AND CITY OF ONALASKA FOR THE COUNTY'S PROVISION OF ELECTION EQUIPMENT AND SERVICES FOR THE MAY 2, 2026 ELECTION, AS RECOMMENDED BY THE COUNTY CLERK.
11. APPROVE RENTAL AGREEMENT BETWEEN POLK COUNTY AND THE CITY OF GOODRICH FOR USE OF THE GOODRICH COMMUNITY CENTER FOR PRIMARY ELECTION DAY VOTING (VOTING BOX 3).
12. ACCEPT DONATION IN THE AMOUNT OF \$25,456 TO THE POLK COUNTY SHERIFF'S OFFICE FOR THE PURCHASE OF LAW ENFORCEMENT EQUIPMENT.
13. APPROVE REQUEST FROM SHERIFF'S OFFICE FOR ASSET FORFEITURE EXPENDITURES IN THE AMOUNT OF \$21,798.77 FOR NEW OFFICE CONSTRUCTION FOR THE CRIMINAL INVESTIGATION DEPARTMENT, TO BE COMPLETED BY DP FCI CONSTRUCTION.
14. APPROVE THE ABANDONMENT OF (A PORTION OF) ROCKING P ARENA ROAD, A THIRD-CLASS COUNTY ROAD LOCATED IN PRECINCT 1, DETERMINED TO SERVE NO PUBLIC PURPOSE, AND AUTHORIZE RELATED UPDATES TO THE MASTER STREET ADDRESS GUIDE (MSAG).

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. MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, TO APPROVE LISTING, WHICH INCLUDED NO EMERGENCY HIRES.

VOTES NO: 0

VOTES YES: 4

VOTES RESULT: CARRIED

16. CONSIDER REQUESTS FOR REVISIONS AND AMENDMENTS TO THE BUDGET, AS FOLLOWS:
 - A. FY2026 BUDGET REVISIONS AND AMENDMENTS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE;
MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, TO APPROVE REVISIONS #2026-11 AND AMENDMENTS #2026-11(A).
VOTES NO: 0
VOTES YES: 4
VOTES RESULT: CARRIED
17. CONSIDER ORDER AUTHORIZING THE SALE OF FIREWORKS DURING THE TEXAS INDEPENDENCE DAY PERIOD OF FEBRUARY 25, 2026, THROUGH MIDNIGHT MARCH 2, 2026.
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, APPROVE ORDER AUTHORIZING THE SALE.
VOTES NO: 0
VOTES YES: 4
VOTES RESULT: CARRIED
18. CONSIDER PARTICIPATION IN A NO-COST INFORMATION SECURITY PILOT PROGRAM OFFERED THROUGH THE TEXAS ASSOCIATION OF COUNTIES.
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MARK DUBOSE, APPROVE PARTICIPATION AGREEMENT.
VOTES NO: 0
VOTES YES: 4
VOTES RESULT: CARRIED
19. CONSIDER RESOLUTION AUTHORIZING POLK COUNTY'S PARTICIPATION IN THE U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) 287(G) WARRANT SERVICE OFFICER (WSO) MODEL PROGRAM AND AUTHORIZING THE COUNTY JUDGE TO EXECUTE ALL NECESSARY AGREEMENTS AND RELATED DOCUMENTS.
MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, APPROVAL OF RESOLUTION.
VOTES NO: 0
VOTES YES: 4
VOTES RESULT: CARRIED
20. DISCUSS AND CONSIDER ANY AND ALL NECESSARY ACTION RELATED TO REQUEST FROM THE LIVINGSTON VOLUNTEER FIRE DEPARTMENT TO CONVEY CERTAIN COUNTY-OWNED REAL PROPERTY, AS FOLLOWS:
COMMISSIONER DUBOSE REQUESTED AND RECEIVED CONFIRMATION THAT THE DEEDS WOULD BE WRITTEN TO ENSURE THE LANDS WOULD REVERT

BACK TO THE COUNTY IF THEY NO LONGER SERVED THE INTENDED PURPOSES OF FIRE RESPONSE AND FIREFIGHTER TRAINING FOR ALL POLK COUNTY VOLUNTEER FIRE DEPARTMENTS. THE DEEDS WILL BE PRESENTED TO THE COURT AT A LATER DATE FOR APPROVAL.

- A. CONVEY THE PORTION OF BLOCK 1 UNDERLYING FIRE STATION NO. 1 TO THE CITY OF LIVINGSTON;

MOTIONED BY JERRY CASSITY, SECONDED BY GUYLENE ROBERTSON, APPROVAL TO MOVE FORWARD WITH PREPARATION OF DEEDS AND LEGAL REVIEW AT THE LIVINGSTON FIRE DEPARTMENT'S EXPENSE.

VOTES NO: 0

VOTES YES: 4

VOTES RESULT: CARRIED

- B. CONVEY APPROXIMATELY 17.896 ACRES OF THE FIREMAN'S TRAINING FIELD PROPERTY (THE PORTION OF THE 21.25-ACRE TRACT LOCATED NORTH OF THE U.S. HIGHWAY 190 RIGHT-OF-WAY) TO THE LIVINGSTON VOLUNTEER FIRE DEPARTMENT.

MOTIONED BY MARK DUBOSE, SECONDED BY GUYLENE ROBERTSON, APPROVAL TO MOVE FORWARD WITH PREPARATION OF DEEDS AND LEGAL REVIEW AT THE LIVINGSTON FIRE DEPARTMENT'S EXPENSE.

VOTES NO: 0

VOTES YES: 4

VOTES RESULT: CARRIED

21. DISCUSS AND CONSIDER COMPENSATION RESOLUTION FOR POLK COUNTY PERSONNEL WHO WORKED DURING THE COUNTY-DECLARED WINTER STORM FERN DISASTER PERIOD.

MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, APPROVE RESOLUTION.

VOTES NO: 0

VOTES YES: 4

VOTES RESULT: CARRIED

22. DISCUSS AND CONSIDER RESOLUTION SUPPORTING LEGISLATION TO EXEMPT TEXAS COUNTIES FROM THE STATE HOTEL OCCUPANCY TAX.

MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, APPROVE RESOLUTION.

VOTES NO: 0

VOTES YES: 4

VOTES RESULT: CARRIED

23. DISCUSS AND CONSIDER RESOLUTION SUPPORTING LEGISLATION TO IMPROVE COUNTY ROAD INFRASTRUCTURE AND SAFETY.

MOTIONED BY GUYLENE ROBERTSON, SECONDED BY JERRY CASSITY, APPROVE RESOLUTION.

VOTES NO: 0

VOTES YES: 4

VOTES RESULT: CARRIED

Adjourn

MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, ADJOURN AT 11:01
A.M.

VOTES NO: 0

VOTES YES: 4

VOTES RESULT: CARRIED

SYDNEY MURPHY, COUNTY JUDGE

ATTEST:

SCHELANA HOCK, COUNTY CLERK

BY: _____
WENDY TIMM, DEPUTY CLERK

STATE OF TEXAS §
COUNTY OF POLK §

DATE: January 27, 2026
REGULAR MEETING
ALL PRESENT

**COMMISSIONER'S COURT
AGENDA POSTING # 2026 - 003**

Call to Order. * Invocation * Pledges of Allegiance

Be it remembered on this the 27th day of January 2026, the Honorable Commissioners Court met in "REGULAR" called meeting with the following officers and members present, to wit;

Honorable Sydney Murphy – County Judge presiding,
Guylene 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 LYNDELL MITCHELL WITH LIVINGSTON CHURCH OF CHRIST.
- PLEDGES TO U.S. & TEXAS FLAGS LED BY COUNTY CLERK SCHELANA HOCK.

Public Comments

BILLY LAMBETH PROVIDED AN UPDATE TO THE COURT ON THE GEESE IN LAKESIDE VILLAGE. HE ADVISED THE SHERIFF'S OFFICE HAD PLACED A TRAP ON THE NORTH SIDE OF THE LAKE AND CURRENTLY THERE'S ABOUT 31 GEESE IN THE SUBDIVISION.

Informational Reports

1. PRESENTATION FROM ROY O. MARTIN, CORRIGAN OSB. SHERRY HUGHES SHARED INFORMATION ABOUT THEIR TAX ABATEMENT PROJECT.
2. YEARLY INFORMATIONAL REPORT FROM POLK COUNTY FIRE MARSHAL. RECEIVED REPORT FROM FIRE MARSHAL JOHN FUGATE.
3. YEARLY INFORMATIONAL REPORT FROM THE TEXAS A&M AGRILIFE EXTENSION OFFICE - POLK COUNTY. ALYSSA KIMBROUGH PROVIDED REPORTS AND EDDIE TURK PRESENTED UPDATE ON 4-H.

Old Business

4. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES, AS FOLLOWS:
 - A. RIVER LAKES ESTATES, SECTION 2, LOT 252, CAUSE #T23-0194, PRECINCT 1 MOTIONED BY GUYLENE ROBERTSON, SECONDED BY JERRY CASSITY, TO APPROVE SALE.
VOTES NO: 0
VOTES YES: 5

VOTES RESULT: CARRIED

New Business - Consent Agenda

JUDGE MURPHY NOTED AN ADDENDUM TO ITEM 6 IN THE AMOUNT OF \$80,910.80. MOTIONED BY MARK DUBOSE, SECONDED BY MILT PURVIS, TO APPROVE THE CONSENT AGENDA AS FOLLOWS: (ALL VOTING YES)

5. APPROVE MINUTES OF PREVIOUS MEETINGS: January 13, 2026 (Regular/Special Sessions)

6. APPROVE SCHEDULES OF BILLS.

DATE	AMOUNT	FUND	CHECK #
12/19/2025	303,911.44	General	ACH 4936,4943,4953,4959
1/2/2026	186,288.23	General	ACH 4976,4972,4973,4974, 4985,4986,4987,4989,4990, 4991,4981,4983,4984
1/6/2026	14.77	General	314267
1/7/2026	17,402.00	Grants	1409-1412
1/8/2026	2.00	General	314397
1/9/2026	14,880.50	General	314387-314395
1/9/2026	350,933.37	Retiree Health Trust	ACH 083/626-629/ACH 010/314398-314409
1/16/2026	174,583.85	General	314440-314460
1/20/2026	427,056.10	Grants	ACH 035/1420/ACH 010/ 314476
1/20/2026	165.00	General	314475
1/20/2026	14.77	General	314477
1/20/2026	2,721.52	General	314478-314481
1/27/2026	32,340.18	General	314482-314526
TOTAL:	1,510,313.73		

7. RECEIVE COUNTY AUDITOR'S MONTHLY REPORT, PURSUANT TO LOCAL GOVERNMENT CODE SEC. 114.025.
8. RECEIVE COUNTY TREASURER'S REPORT FOR NOVEMBER 2025.
9. RECEIVE COUNTY TREASURER'S REPORT FOR DECEMBER 2025.
10. RECEIVE COUNTY TREASURER'S REVISED FY2026 1ST QUARTER REPORT (OCT,

NOV & DEC 2025).

11. RECEIVE COUNTY TREASURER'S FY2026 1ST QUARTER INVESTMENT REPORT (OCT, NOV & DEC 2025).
12. RECEIVE AND RECORD PERSONNEL ACTION FORMS SUBMITTED BY ELECTED OFFICIALS SINCE LAST MEETING.
13. RECEIVE AND RECORD SHERIFF'S DEPARTMENT 2025 RACIAL PROFILING REPORT.
14. RECEIVE AND RECORD NOTICE OF COMPLIANT ANNUAL CERTIFICATION REPORT FOR THE EQUITABLE SHARING AGREEMENT BETWEEN THE POLK COUNTY SHERIFF AND THE DEPARTMENT OF JUSTICE.
15. RECEIVE AND RECORD SIGNED INDEPENDENT CONTRACT AGREEMENT BETWEEN THE DISTRICT ATTORNEY'S OFFICE AND MARK A. BOEMIO.
16. APPROVE TO FILE CLAIM WITH STATE COMPTROLLER, PURSUANT TO GOV'T CODE SEC. 61.0015(B) FOR REIMBURSEMENT OF A PORTION OF THE JUROR FEES PAID BY POLK COUNTY DURING THE PERIOD FROM OCTOBER 1, 2025 THROUGH DECEMBER 31, 2025.
17. APPROVE TO SUBMIT FORM TO TEXAS ASSOCIATION OF COUNTIES TO DISCONTINUE COUNTY INFORMATION RESOURCES AGENCY (WEBSITE) SERVICES.
18. APPROVE SHERIFF'S OFFICE REQUEST TO SUBMIT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA), FOR THE EVIDENCE/PROCUREMENT MANAGER POSITION.
19. APPROVE RESOLUTION TO PERFORM SPECIFIED EQUIVALENT-MATCH PROJECTS IN RETURN FOR WAIVER OF THE LOCAL MATCH FUND PARTICIPATION REQUIREMENT ON THE APPROVED FEDERAL OFF-SYSTEM BRIDGE PROGRAM, AS PROVIDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.

New Business - Regular Agenda

20. 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. MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE REQUESTS. (NO EMERGENCY HIRES)
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
21. CONSIDER REQUESTS FOR REVISIONS AND AMENDMENTS TO THE BUDGET, AS FOLLOWS:

- A. FY2026 BUDGET REVISIONS AND AMENDMENTS, AS PRESENTED BY THE COUNTY AUDITOR'S OFFICE;
MOTIONED BY MARK DUBOSE, SECONDED BY JERRY CASSITY, APPROVAL OF REVISIONS #2026-10 AND AMENDMENTS 2026-10(A).
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
22. CONSIDER ORDER AUTHORIZING THE SALE OF FIREWORKS DURING THE LUNAR NEW YEAR PERIOD OF FEBRUARY 12, 2026 THROUGH MIDNIGHT FEBRUARY 17, 2026.
MOTIONED BY GUYLENE ROBERTSON, SECONDED BY MILT PURVIS, APPROVE ORDER.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
23. CONSIDER AND TAKE ANY NECESSARY ACTION RELATED TO THE PURCHASE OF ONE (1) 2025 JOHN DEERE TRACTOR FOR ROAD & BRIDGE PRECINCT 4 IN THE AMOUNT OF \$210,363.00, TO BE PURCHASED THROUGH BUY BOARD CONTRACT NO. 706-23, THEREBY SATISFYING COMPETITIVE BIDDING REQUIREMENTS UNDER TEXAS LOCAL GOVERNMENT CODE § 252.021, WITH A DOWN PAYMENT OF \$70,101.00 AND THE REMAINING BALANCE FINANCED OVER A TWO-YEAR TERM, TO BE PAID FROM THE PRECINCT 4 ROAD & BRIDGE BUDGET.
MOTIONED BY JERRY CASSITY, SECONDED BY MILT PURVIS, TO APPROVE PURCHASE FROM DIAMOND MOWERS AND FINANCE AGREEMENT WITH CADENCE BANK.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
24. CONSIDER REQUEST TO SOLICIT BID #2026-17 FOR PAVING SERVICES FOR VARIOUS ROAD SEGMENTS IN PRECINCT 3, TO BE PAID FOR FROM THE ROAD & BRIDGE PRECINCT 3 BUDGET, WITH AN OPTION TO FINANCE.
MOTIONED BY MILT PURVIS, SECONDED BY MARK DUBOSE, TO APPROVE SOLICITATION WITHOUT THE OPTION TO FINANCE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
25. CONSIDER APPROVAL, APPROVAL UPON CONDITIONS MET, OR REJECTION OF SUBDIVISION APPLICATIONS, AS FOLLOWS:
- A. TIMBER RIDGE RANCHETTES SUBDIVISION, BLOCK 1, LOCATED IN PRECINCT 3.
MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, TO APPROVE.
VOTES NO: 0
VOTES YES: 5
VOTES RESULT: CARRIED
- B. CODY ROAD SUBDIVISION, LOCATED IN PRECINCT 4.
MOTIONED BY JERRY CASSITY, SECONDED BY MARK DUBOSE, APPROVAL

UPON CONDITIONS MET. THE CONDITIONS ARE THAT THE DEVELOPER PROVIDE SECURITY ASSOCIATED WITH CONSTRUCTION AND/OR WARRANTY OF STREETS, DRAINAGE AND ELECTRICAL UTILITIES (AS APPROPRIATE) (SECTION 4) AND PROVIDE COMPLETED APPENDIX V SUBDIVISION CONSTRUCTION AGREEMENT FORM WITH REQUIRED ATTACHMENTS.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

26. DISCUSS AND CONSIDER ANY AND ALL NECESSARY ACTION RELATING TO SHERIFF'S REQUEST FOR SIX-MONTH INMATE HOUSING AGREEMENT WITH ANGELINA COUNTY TO RESERVE SPACE FOR 36 INMATES, AT A RATE OF \$75.00 PER DAY PER INMATE.

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, APPROVE AGREEMENT WITH ANGELINA COUNTY.

VOTES NO: 0

VOTES YES: 5

VOTES RESULT: CARRIED

Adjourn

MOTIONED BY MILT PURVIS, SECONDED BY JERRY CASSITY, ADJOURN AT 10:45 A.M.

VOTES NO: 0

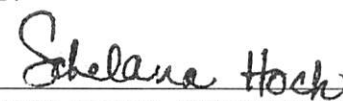
VOTES YES: 5

VOTES RESULT: CARRIED



SYDNEY MURPHY, COUNTY JUDGE

ATTEST:



SCHELANA HOCK, COUNTY CLERK

BY: 

WENDY TIMM, DEPUTY CLERK



Polk County, Texas

ORDER

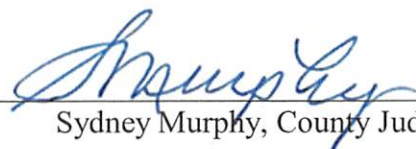
OF THE POLK COUNTY COMMISSIONERS COURT

Designating Surplus/Salvage Property and Disposition thereof

WHEREAS, in a regular meeting of the Polk County Commissioners Court held February 10, 2026 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.

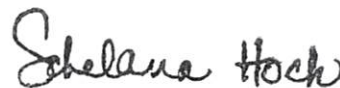
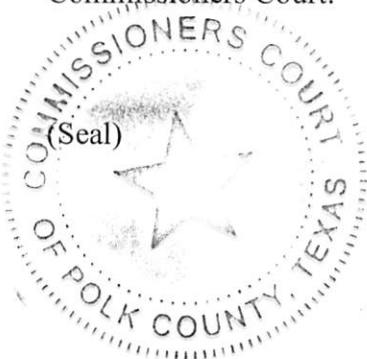


Sydney Murphy, County Judge

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 February 10, 2026.

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

Date of Transaction

Inventory Items	Description of Equipment	Serial Number	Property Number
		GREEN OFFICE CHAIR	3DNG1Z

Transferring/Selling Dept.

Dept. Head Signature _____

Receiving Department

Dept. Head Signature _____

DISPOSITION OF ASSET IF SURPLUSED OR SALVAGED:

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

Polk County Asset Management Form

Type of Request (check one):	Transfer	<input type="checkbox"/>
	Surplus/Salvage	<input checked="" type="checkbox"/>
	Waste	<input type="checkbox"/>

Date of Request: _____

Inventory Items	Description of Equipment	Serial Number/VIN	County Asset Number
	A/C unit 4 to split	110125805F	N/A
	A/C unit for RTU	64810094LHET	N/A
	A/C unit for RTU	N007607349	N/A

Transferring/Selling Dept: Maintenance

Dept Head Signature: [Signature]

Receiving Department: _____

Dept Head Signature: _____

Notes:

JANUARY 28, 2026 THROUGH FEBRUARY 10, 2026

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	TRACY BROWN	JAIL	1053 CORRECTIONS OFFICER SUPER	REGULAR FULL-TIME	215/1 \$49,406.00	DISCRETIONARY INCREASE TO 215/3, \$51,521 EFFECTIVE 2/9/2026
(2)	DAKOTA MARTINEZ	SHERIFF OFFICE	1041 CORPORAL	REGULAR FULL-TIME	216/5 \$56,040.00	DISCRETIONARY INCREASE TO 216/7, \$58,491 EFFECTIVE 2/9/2026
(3)	ANGELA AINSWORTH	SHERIFF OFFICE	1043 DISPATCHER	REGULAR FULL-TIME	111/4 \$42,872.00	DISCRETIONARY INCREASE TO 111/5, \$43,797 EFFECTIVE 2/23/2026
(4)	BETHANY EVANS	SHERIFF OFFICE	1043 DISPATCHER	REGULAR PART-TIME	111/(1) \$19.34	RECLASSIFICATION TO FULL TIME, 111/4. \$42,872 EFFECTIVE 2/23/2026
(5)	VERNON PIERCE II	ROAD & BRIDGE PRECINCT 2	108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	112/5 \$45,687.00	RESIGNATION EFFECTIVE 2/3/2026
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						

Re: Signed Independent Contract Agreement

From Jodie Richey <jodie.richey@Polkcountyda.com>

Date Tue 1/27/2026 7:36 PM

To Christine Ashmore <christine.ashmore@polktx.gov>; Shelly Sitton <shelly.sitton@Polkcountyda.com>

Cc Kari Miller <kari.miller@polktx.gov>

This contract terminated on January 19, 2026. Mr. Bomeio was hired with the county on January 20, 2026.

If you need anything further, please let me know.

Thanks,

Jodie Richey

Polk County District Attorney's Office

Senior Trial Associate

Pre-Trial Diversion Court Officer

TBLS and State Bar of Texas Certified

101 W. Mill Street, Suite 247

Livingston, Texas 77351

Tel: (936) 327-6868

WARNING: This document is LAW ENFORCEMENT SENSITIVE and is designated for OFFICIAL USE ONLY. This e-mail and any attachments thereto, are intended only for the use of the addressee(s) named herein and may contain legally privileged and/or confidential information. Dissemination, distribution or copying of this e-mail and any attachments thereto, outside your organization is strictly prohibited. If you were not the intended recipient of this e-mail, please notify me via return e-mail and permanently delete the original and any copy of any e-mail and any printout thereof.

From: Christine Ashmore <christine.ashmore@polktx.gov>

Sent: Tuesday, January 27, 2026 4:42:28 PM

To: Shelly Sitton <shelly.sitton@Polkcountyda.com>

Cc: Jodie Richey <jodie.richey@Polkcountyda.com>; Kari Miller <kari.miller@polktx.gov>

Subject: Signed Independent Contract Agreement

Good afternoon, Mrs. Sitton.

For your records and awareness, the Commissioners' Court has received the signed independent contract agreement between your office and Mark A. Boemio. Please let us know if or when this contract is terminated.

Best regards,

Christine

Christine Ashmore

**Secretary, Polk County
Commissioners Court
410 E. Church Street, #E
Livingston, Texas 77351
Office: (936) 327-6813**

RESOLUTION 2026-001

**INTERLOCAL AGREEMENT
BETWEEN
City of Onalaska
AND
THE COUNTY OF POLK**

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

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

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

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

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

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

1. INCORPORATION OF PREAMBLES, DEFINITIONS.

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

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

For its next election, scheduled for May 2, 2026, General Election, including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity:

- A. As many Election Booths as shall be determined jointly by the County and Local

Entity at such time as the equipment is reserved;

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

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

3. SERVICES PROVIDED BY POLK COUNTY.

- A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity.
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.
- C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.
- E. Performing a criminal background check on all employees, including temporary employees that may program, test, perform maintenance, transport equipment or perform technical support on the voting system equipment to be provided to the City of Onalaska, and providing such written certification as may be requested by the City of Onalaska that such criminal background check has been performed with

no findings that would prevent the said employees from performing the duties described in this paragraph.

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

4. OBLIGATIONS OF LOCAL ENTITY.

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

5. TERM.

This agreement shall be effective upon the date signed by both parties. The parties intend that the

agreement shall continue on a **year to year basis**, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

6. SEVERABILITY.

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

7. ENTIRE AGREEMENT.

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

8. FORCE MAJEURE.

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

9. NOTICES.

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

To Local Entity:

Name of Individual Contact: Angela Stutts

Mailing Address: P. O. Box 880

City, State and Zip Code: Onalaska, Texas 77360

To County:

Sydney Murphy, Polk County Judge, or his Successors in Office

Polk County Courthouse

101 West Church Street, Suite 300

Livingston, Texas 77351

Copies of any notice shall also be delivered to:

Schelana Hock, County Clerk, or her Successors in Office

Polk County Judicial Center
101 West Mill Street, Suite 265
Livingston, Texas 77351

10. GENERAL PROVISIONS.

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

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

BY LOCAL ENTITY:

By: 

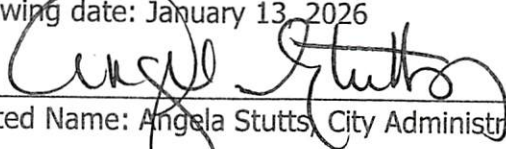
Printed Name: James W. Arnett

Date: January 13, 2026



Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the Local Entity at its duly called public meeting held on the following date: January 13, 2026

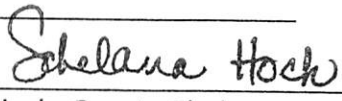
By: 
Printed Name: Angela Stutts, City Administrator/City Secretary

By: 
Sydney Murphy, County Judge

Date: February 10, 2026

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following Date: 2/10/2026


Schelana Hock, County Clerk

City of Goodrich
1003 State Hwy Loop 393 Goodrich, Texas 77335
Phone (936) 365-2228

Goodrich Community Center
857 State Hwy Loop 393 Goodrich, Texas 77335

Rental Agreement

Renter's Name: Polk County
Renter's Address: 101 Wmi 11 St. Ste 245 Livingston, Tx
Renter's Phone Number: (936) 327-6805

The signatory below affirms and acknowledges that the below rules have been read and understood and that any violation will result in forfeiture of renter's deposit. Any damage or loss of the Community Center may also result in forfeiture of renter's deposit. Renter expressly agrees that any damage to the Community Center that is greater than the deposit will be subject to any means necessary to recover said damage or loss and that any attorney fees will be paid to the City of Goodrich. City of Goodrich has sole right to determine the monetary value of the damage or loss, or any partial funds. It is further understood that the facsimile signatures will be accepted as binding in lieu of original signatures.

You may take possession of the building on your date of rental only and you have for

----- Half of the Day - Pick key up before 2 pm on 3/2
- Setup election after 5 pm on 3/2
 All Day

Hours you are renting the Community Center: 10am to 8 pm

RENTAL PAYMENT AND DEPOSIT: All rentals require a deposit upon making reservations to rent the Community Center.

----- \$100.00 Deposit

----- \$150.00 Rental Fee

----- \$ 50.00 Sanitation Fee

If you pay cash, you can receive your deposit the same day after the Community Center is inspected by one of the Council Members. If you pay with check, you will be mailed a check after the following monthly City Council Meeting.

CANCELLATION POLICY: Cancellation must be received 5 days prior to reservation. If not received 5 days prior, your deposit is forfeited.

TRASH REMOVAL / CLEANLINESS: Renter must remove all trash and restore community center to cleanliness with the rental period. Failure to do so may result in loss of partial or entire deposit or additional damages assessment. See checklist for additional information.

EQUIPMENT / FURNITURE/ FIXTURES: Tables and chairs, kitchen items, etc. must be returned to original places or a \$100.00 fee will be assessed against the deposit. DO NOT REMOVE ANY ITEMS FROM WALLS OR INSIDE THE COMMUNITY CENTER.

LIGHTS / UTILITIES: Turn off all lights upon departure.

*ALCOHOLIC BEVERAGES / FIREARMS: **ABSOLUTELY NO FIREARMS ON THE PREMISES.** Alcoholic beverages are only permitted with a Certified Peace Officer. Renter must supply to City Hall the Certified Peace Officer's name and contact phone number. If the renter does not supply the information Alcoholic Beverages are not permitted on the property.*

Local law enforcement will be notified of your event and have right of eviction for infraction of any laws or local ordinances. Such eviction will result in forfeiture of deposit plus damages.

Authorized Signature: *Shamply* Date: 2/23/26

Received by: _____ Date of Rental Receipt: _____

Event Date: 3/3/26 Time To 8pm From 6am

Date of Rental: _____ Date Deposit Returned: _____

____ Check ____ Cash

I, _____ a Certified Peace Officer, was on duty at the event located at Goodrich Community Center on _____.

Date: _____ Signature: _____

I, _____ City Council Member/ City Secretary has inspected the Community Center and I approve to return deposit.

I, _____ City Council Member/ City Secretary has inspected the Community Center and I do not approve to return deposit.

The following reasons: _____

Date: _____ Signature: _____

Goodrich Community Center
CLEANING CHECKLIST FOR DEPOSIT RETURN

----- *All trash bagged and placed in blue trash can outside back door*

----- *Kitchen area wiped down.*

----- *Tables and chairs wiped down*

----- *Tables and chairs put back to original location*

----- *Air conditioner turned to 80 degrees*

----- *All floors swept, and dirt picked up*

----- *All floors mopped*

----- *Bathroom cleaned, and trash removed*

----- *Cleaning supplies are in the kitchen in black cabinet*

******* DO NOT USE NAILS, TAPE, OR THUMBTRACKS ON WALLS!!**

YOU WILL LOSE YOUR DEPOSIT IF THIS OCCURS

Renter: _____ *Date:* _____

Check By: _____ *Deposit Returned: Yes or No*

Polk County



SHERIFF BYRON LYONS

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

ANTHONY LOWRIE
Chief Deputy

SHERRY SPRAYBERRY
Administrative Assistant

February 3, 2026

Re: Automated Citation Management

Judge Sydney Murphy
Commissioner Guylene Robertson
Commissioner Mark Dubose
Commissioner Milt Purvis
Commissioner Jerry Cassity

The Polk County Sheriff's Office has received a generous donation in the amount of **\$25,456.00** from the Alabama Coushatta Tribal Council to support the purchase of an automated citation management system, including ticket writers and the associated operating software.

The Sheriff's Office proposes to allocate **\$10,000.00** from asset forfeiture funds toward the purchase of ten (10) ticket writer software packages with printers. The remaining costs will be supported through existing and future funding.

The system carries an ongoing annual cost of **\$15,345.00**, which can be incorporated into the Sheriff's Office operating budget in future fiscal years.

This technology will improve efficiency, accuracy, and record management for citation processing and will enhance overall operational effectiveness.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Byron A. Lyons".

Sheriff Byron Lyons



Fw: Automated Citation Writer

From Byron Lyons <blyons@co.polk.tx.us>
Date Tue 1/27/2026 2:42 PM
To Sherry Sprayberry <sherry.sprayberry@polkcountysos.net>

Respectfully,

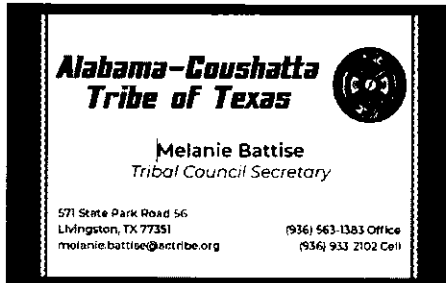
*Sheriff Byron Lyons
Polk County Sheriff's Office
1733 N. Washington Ave
Livingston, TX 77351
Office: 936-329-9007
Dispatch: 936-327-6810*



***This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email and delete the original message. ***

From: Melanie Battise <Melanie.Battise@actribe.org>
Sent: Tuesday, January 27, 2026 10:56 AM
To: Byron Lyons <blyons@co.polk.tx.us>
Cc: Ricky Sylestine <ricky.sylestine@actribe.org>
Subject: RE: Automated Citation Writer

Good morning, Sheriff Lyons,
I hope all is well, and you made it through the winter storm okay. The Tribal Council approved your request for assistance with the automated traffic citation system equipment. Please let me know how a check for \$25,456.00 should be made out. Thank you.



From: Byron Lyons <blyons@co.polk.tx.us>

Sent: Tuesday, December 30, 2025 5:11 PM

To: Tribal Council Cecilia Flores <tc.cecilia.flores@actribe.org>; Ricky Sylestine <ricky.sylestine@actribe.org>; Crystal Stephenson <crystal.stephenson@actribe.org>; Melanie Battise <Melanie.Battise@actribe.org>; Nita Battise <nita.battise@actribe.org>; Yolanda Poncho <yolanda.poncho@actribe.org>; Tina Battise <tina.battise@actribe.org>; Phyliss Anderson <phyliss.anderson@actribe.org>; Gesse Bullock <gesse.bullock@actribe.org>; Cheryl Downing <cheryl.downing@actribe.org>; jcooper@actribe.org

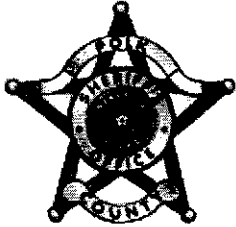
Subject: Automated Citation Writer

Some people who received this message don't often get email from blyons@co.polk.tx.us. [Learn why this is important](#)
Good evening.

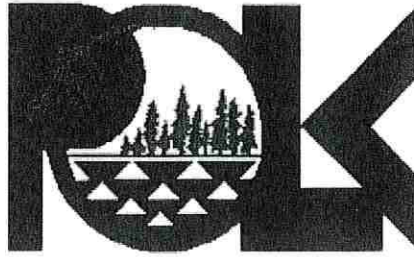
Please see the attachment.
Happy New Year.

Respectfully,

*Sheriff Byron Lyons
Polk County Sheriff's Office
1733 N. Washington Ave
Livingston, TX 77351
Office: 936-329-9007
Dispatch: 936-327-6810*



***This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email and delete the original message. ***



County Road Abandonment Agreement

County Road to be abandoned, in whole or part: ROCKING P ARENA

Description of where abandonment is to start and end: Traveling North, beginning at approximately 15 feet past private bridge (30.597101, -94.913281) and continuing North to end of main roadway.

Approximate distance, in feet, of abandonment: 2,856.81'

Approximate distance, in feet, of retained roadway: 1,893.41'

All affected parties signing below are in agreement with abandonment of the above County road, and will hold Polk County harmless.

DATED this the 16 day of January, 2026.

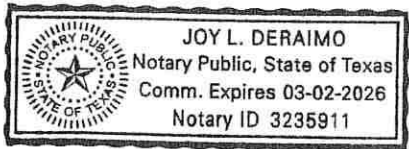
Julie Begman
Affiant signature

P.O. Box 793 Goodrich, TX 77335
636 Rocking P. Arena Rd
Affiant address

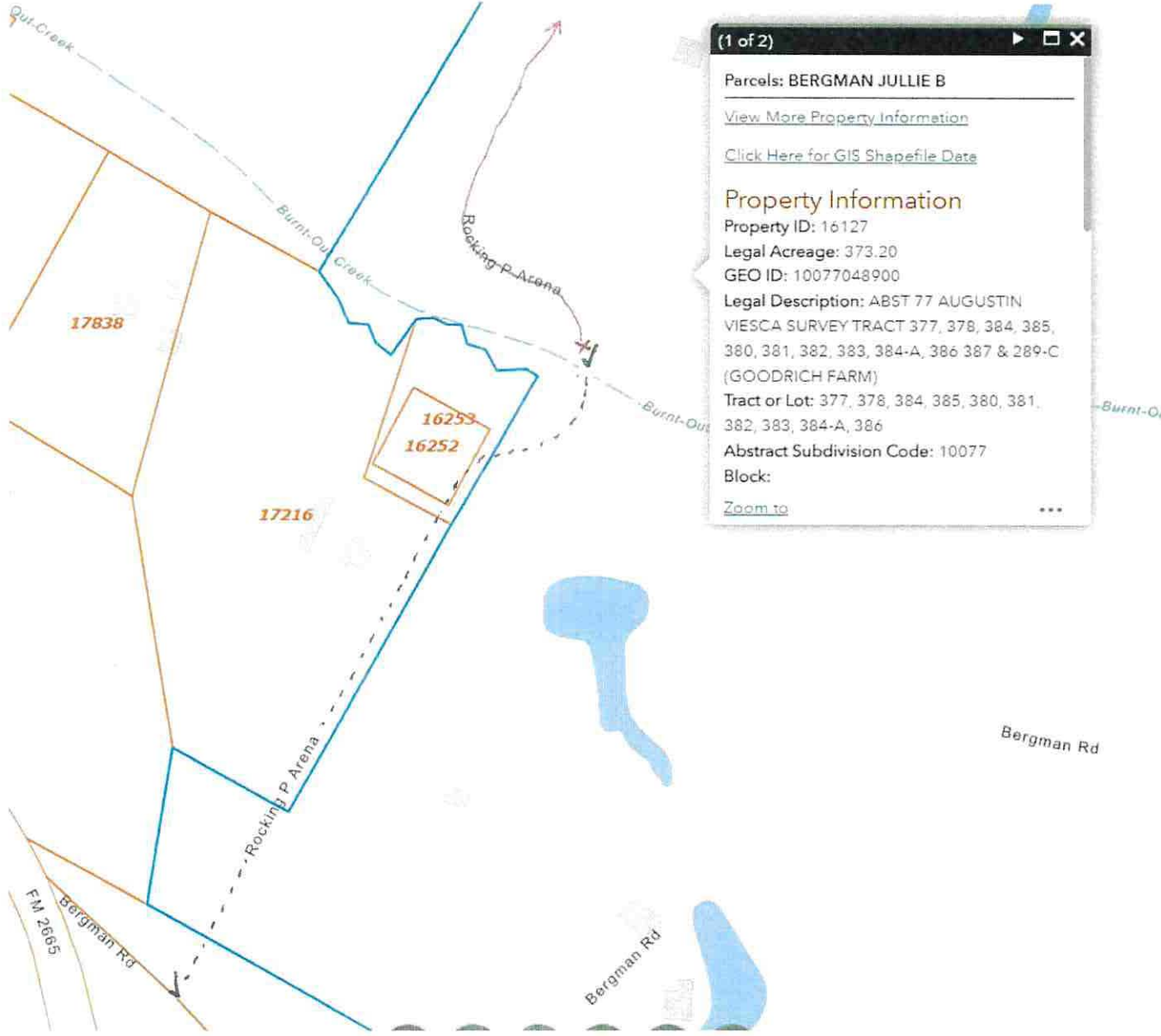
Affiant signature

Affiant address

Sworn to and subscribed before me, this the 16th day of January, 2026.



Joy L. Deraimo
Notary Public
My Commission Expires: 3-2-2026



(1 of 2) ▶ □ ✕

Parcels: BERGMAN JULLIE B

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 16127
Legal Acreage: 373.20
GEO ID: 10077048900
Legal Description: ABST 77 AUGUSTIN
VIESCA SURVEY TRACT 377, 378, 384, 385,
380, 381, 382, 383, 384-A, 386 387 & 289-C
(GOODRICH FARM)
Tract or Lot: 377, 378, 384, 385, 380, 381,
382, 383, 384-A, 386
Abstract Subdivision Code: 10077
Block:
[Zoom to](#) ...

JANUARY 28, 2026 THROUGH FEBRUARY 10, 2026

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	MADISON GARDNER	EMERGENCY MANAGEMENT	107 SECRETARY II	REGULAR FULL-TIME	109/1 \$37,047.00	NEW HIRE EFFECTIVE 2/17/2026
(2)	CRYSTAL BOLTON	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL	107/(1) \$16.42	NEW HIRE EFFECTIVE 2/9/2026
(3)						
(4)						
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						



Budget Adjustment Register

Adjustment Detail

Packet: GLPKT16611 - K26A11/K26R11

Adjustment Number	Budget Code	Description	Adjustment Date
K26A11	FY2026 General Budget	K26A11 BUDGET AMENDMENTS	2/10/2026
Summary Description: K26A11 BUDGET AMENDMENTS FOR COMMISSIONERS COURT APPROVAL			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>010-2475-3300</u>	FURNISHED TRANSPORTATION	CERTIFY INS CLAIM JASON THOMAS	15,619.59	1,364.17	16,983.76
February:	1,364.17				
<u>010-2560-4500</u>	VEHICLE REPAIRS-INSURANCE	CERTIFY INS CLAIM SUPPLEMENT K HEMPERLY	19,656.74	1,379.75	21,036.49
February:	1,379.75				
<u>010-342-4600</u>	INSURANCE CLAIMS	CERTIFY INS CLAIM JASON THOMAS	-23,276.33	-1,364.17	-24,640.50
February:	-1,364.17				
<u>010-342-4600</u>	INSURANCE CLAIMS	CERTIFY INS CLAIM SUPPLEMENT K HEMPERLY	-23,276.33	-1,379.75	-24,656.08
February:	-1,379.75				
<u>045-5600-5730</u>	CAPITAL OUTLAY PROJECTS	045 FUND BALANCE FOR PROB ROOF REPLACE	300,000.00	90,000.00	390,000.00
February:	90,000.00				

Adjustment Number	Budget Code	Description	Adjustment Date
K26R11	FY2026 General Budget	K26R11 BUDGET REVISIONS	2/10/2026
Summary Description: K26R11 BUDGET REVISIONS FOR COMMISSIONERS COURT APPROVAL			

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
<u>010-1511-3000</u>	UNIFORMS	K26R11 BUDGET REVISIONS	3,000.00	7,500.00	10,500.00
February:	7,500.00				
<u>010-1511-4510</u>	INSPECTIONS	K26R11 BUDGET REVISIONS	50,000.00	-7,500.00	42,500.00
February:	-7,500.00				
<u>022-6622-3540</u>	TIRES	K26R11 BUDGET REVISIONS	13,000.25	5,000.00	18,000.25
February:	5,000.00				
<u>022-6622-4560</u>	PARTS & REPAIRS	K26R11 BUDGET REVISIONS	49,998.16	10,000.00	59,998.16
February:	10,000.00				
<u>022-6622-4610</u>	EQUIPMENT RENTAL	K26R11 BUDGET REVISIONS	0.00	10,000.00	10,000.00
February:	10,000.00				
<u>022-6622-4900</u>	MISCELLANEOUS	K26R11 BUDGET REVISIONS	454,507.22	-25,000.00	429,507.22
February:	-25,000.00				

Budget Adjustment Register

Packet: GLPKT16611 - K26A11/K26R11

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
FY2026 General	FY2026 General Budget	<u>010-1511-3000</u>	UNIFORMS	3,000.00	7,500.00	10,500.00
		<u>010-1511-4510</u>	INSPECTIONS	50,000.00	-7,500.00	42,500.00
		<u>010-2475-3300</u>	FURNISHED TRANSPORTATION	15,619.59	1,364.17	16,983.76
		<u>010-2560-4500</u>	VEHICLE REPAIRS-INSURANCE CLAI	19,656.74	1,379.75	21,036.49
		<u>010-342-4600</u>	INSURANCE CLAIMS	-23,276.33	-2,743.92	-26,020.25
		<u>022-6622-3540</u>	TIRES	13,000.25	5,000.00	18,000.25
		<u>022-6622-4560</u>	PARTS & REPAIRS	49,998.16	10,000.00	59,998.16
		<u>022-6622-4610</u>	EQUIPMENT RENTAL	0.00	10,000.00	10,000.00
		<u>022-6622-4900</u>	MISCELLANEOUS	454,507.22	-25,000.00	429,507.22
		<u>045-5600-5730</u>	CAPITAL OUTLAY PROJECTS	300,000.00	90,000.00	390,000.00
			FY2026 General Total:	882,505.63	90,000.00	972,505.63
			Grand Total:	882,505.63	90,000.00	972,505.63

Fund Summary

Fund	Before	Adjustment	After
Budget Code: FY2026 General - FY2026 General Budget Fiscal: 2025-2026			
010	65,000.00	0.00	65,000.00
022	517,505.63	0.00	517,505.63
045	300,000.00	90,000.00	390,000.00
Budget Code FY2026 General Total:	882,505.63	90,000.00	972,505.63
Grand Total:	882,505.63	90,000.00	972,505.63

STATE OF TEXAS
COUNTY OF POLK



ORDER AUTHORIZING TEXAS INDEPENDENCE DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of Polk County, Texas is authorized under Occupations Code Section 2154.202(h)(1), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Texas Independence Day; and

WHEREAS, on the 10th day of February, 2026, the Commissioners Court of Polk County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Polk County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Texas Independence Day period beginning February 25, 2026 and ending at midnight March 2, 2026, subject to the following restrictions:

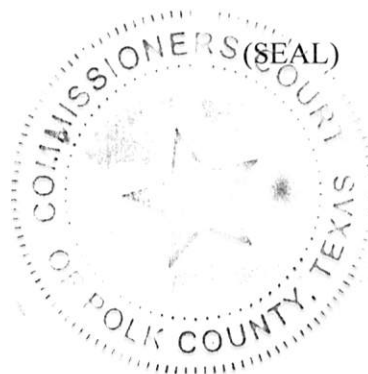
- a. This order expires on the date the Texas Fire Service determines drought conditions exist in the county or midnight, March 2, 2026, whichever is earlier.

Approved this the 10th day of February, 2026, by the Polk County Commissioners Court.

Milt Purvis, Commissioner Precinct 3

ATTEST:

Schelana Hock, County Clerk



STATE OF TEXAS
COUNTY OF

§
§



A RESOLUTION AUTHORIZING PARTICIPATION IN THE U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) 287(g) WARRANT SERVICE OFFICER PROGRAM

WHEREAS, Section 287(g) of the Immigration and Nationality Act authorizes the U.S. Department of Homeland Security to enter into agreements with state and local law enforcement agencies to perform certain immigration enforcement functions under federal supervision; and

WHEREAS, the Warrant Service Officer (WSO) Model of the 287(g) program allows designated local law enforcement officers to execute administrative warrants issued by U.S. Immigration and Customs Enforcement (ICE) for individuals with pending immigration enforcement actions; and

WHEREAS, the Polk County Commissioner's Court finds that participation in the 287(g) WSO Model will enhance cooperation with federal partners, support public safety, and ensure the County's continued commitment to lawful and professional law enforcement practices; and

WHEREAS, participation in this program will be limited to the scope of authority provided under each model, and County personnel will remain under the supervision of the Polk County Sheriff's Office at all times.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS, as follows:

Section 1. The Polk County Commissioner's Court hereby authorizes participation by the County of Polk in the U.S. Immigration and Customs Enforcement 287(g) Warrant Service Officer (WSO) Model program.

Section 2. The Polk County Judge is hereby authorized to execute all necessary agreements, memoranda of understanding, and related documents with U.S. Immigration and Customs Enforcement (ICE) and the U.S. Department of Homeland Security to implement and maintain participation in the 287(g) WSO program, including any renewals or amendments thereto, in a form approved by the County Judge.

Section 3. All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

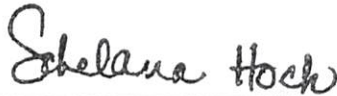
Section 4. It is hereby found and determined that the meeting at which this resolution was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED THIS 10TH day of February 2026.



**Sydney Murphy
County Judge
Polk County, Texas**

Attest:



Schelana Hock, County Clerk



MEMORANDUM OF AGREEMENT **Warrant Service Officer Program**

I. PARTIES

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Polk County Sheriff's Office, TX, hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

II. PURPOSE

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

III. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

IV. RESPONSIBILITIES

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

A. DESIGNATION OF AUTHORIZED FUNCTIONS

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

B. NOMINATION OF PERSONNEL

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

C. TRAINING OF PERSONNEL

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

D. CERTIFICATION AND AUTHORIZATION

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains. Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90 day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

E. COSTS AND EXPENDITURES

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

F. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

G. INTERPRETATION SERVICES

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

H. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. See 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. See 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. See 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Chief Counsel at 128 Northpoint Drive, Houston Texas 77060. The Office of the Chief Counsel in turn will notify the ICE Headquarters Office of the Principal Legal Advisor (OPLA), which will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. See 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

I. CIVIL RIGHTS STANDARDS

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," (Aug. 2000), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

V. REPORTING AND DOCUMENTATION

A. COMPLAINT PROCEDURES

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

B. COMMUNICATION

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An

initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

C. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

VI. MODIFICATIONS TO THIS MOA

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

VII. POINTS OF CONTACT

ICE and the LEA points of contact (POCs) for purposes of this MOA are:

For the LEA: Polk County Sheriff's Office

For DHS: ICE/ERO Houston Field Office

VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: APR 22 2025
Signature: *Byron Lyons*
Name: Byron Lyons
Title: Sheriff
Agency: Polk County Sheriff's Office

For ICE:

Date: 5.6.25
Signature: *Todd M. Lyons*
Name: Todd M. Lyons
Title: Acting Director
Agency: U.S. Immigration and Customs Enforcement
Department of Homeland Security

APPENDIX A STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

Authorized Functions:

Participating LEA personnel are only delegated the two authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE; and
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes.

Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

Additional Supervisory and Administrative Responsibilities:

The above immigration enforcement functions conducted by the participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

APPENDIX B COMPLAINT PROCEDURE

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at ICEOPRI@ice.dhs.gov.

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

**APPENDIX C
PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the LEA:

Sheriff Byron Lyons

1733 N Washington Ave

Livingston, TX 77351

(836) 327-6810

For ICE:

Public Affairs Office
Office of Public Affairs and Internal Communication
U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement
Washington, DC 20536
202-732-4242

Polk CAD Property Search

Property Details

Account		
Property ID:	45770	Geographic ID: L1400000201
Type:	R	
Property Use:		
Location		
Situs Address:	119 W ABBEY ST LIVINGSTON, TX 77351	
Map ID:	PLAT	Mapsco: Station 1
Legal Description:	LIVINGSTON OT BLK 1 PT	
Abstract/Subdivision:	L1400	
Neighborhood:	(LIV) LIVINGSTON	
Owner		
Owner ID:	1417	
Name:	COUNTY OF POLK	
Agent:		
Mailing Address:		
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)

Agricultural Value Loss:

N/A (-)

Appraised Value:

N/A (=)

HS Cap Loss:

N/A (-)

Circuit Breaker:

N/A (-)

Assessed Value:

N/A

Ag Use Value:

N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: COUNTY OF POLK %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	CAD	N/A	N/A	N/A	N/A	N/A
ILV	LIVINGSTON ISD	N/A	N/A	N/A	N/A	N/A
GP	POLK COUNTY	N/A	N/A	N/A	N/A	N/A
CLV	CITY OF LIVINGSTON	N/A	N/A	N/A	N/A	N/A

Total Tax Rate: N/A

Estimated Taxes With Exemptions: N/A

Estimated Taxes Without Exemptions: N/A

Polk CAD Property Search

Property Details

Account		
Property ID:	66576	Geographic ID: 10015013701
Type:	R	
Property Use:		
Location		
Situs Address:	1800 US HIGHWAY 190 W LIVINGSTON, TX 77351	
Map ID:	I15	Mapsco: <i>Fire Training</i>
Legal Description:	ABST 15 M L CHOATE SURVEY TRACT 123	
Abstract/Subdivision:	10015	
Neighborhood:	(LIV) LIVINGSTON	
Owner		
Owner ID:	262	
Name:	POLK COUNTY	
Agent:		
Mailing Address:		
% Ownership:	100.0%	
Exemptions:	EX-XV - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)

Agricultural Value Loss: ⓘ

N/A (-)

Appraised Value: ⓘ

N/A (=)

HS Cap Loss: ⓘ

N/A (-)

Circuit Breaker: ⓘ

N/A (-)

Assessed Value:

N/A

Ag Use Value:

N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

🏠 Property Taxing Jurisdiction

Owner: POLK COUNTY %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	CAD	N/A	N/A	N/A	N/A	N/A
ILV	LIVINGSTON ISD	N/A	N/A	N/A	N/A	N/A
GP	POLK COUNTY	N/A	N/A	N/A	N/A	N/A
CLV	CITY OF LIVINGSTON	N/A	N/A	N/A	N/A	N/A

Total Tax Rate: N/A

Estimated Taxes With Exemptions: N/A

Estimated Taxes Without Exemptions: N/A



Resolution for Compensation of Polk County Personnel During (specified) Disaster Periods;

WHEREAS, County Judge Sydney Murphy issued a Declaration of Disaster for Polk County, Texas on January 24, 2026, due to Winter Storm Fern, attached hereto as “Exhibit A”; and

WHEREAS, Judge Murphy issued notice on Sunday, January 25, 2026, announcing that Polk County offices would be closed on Monday, January 26, 2026; and

WHEREAS, the Emergency Operations Center was activated on Saturday, January 24, 2026, at 1pm, and certain essential offices remained operational from January 24 through January 26, 2026, to ensure the safety of residents and county property; and

WHEREAS, pursuant to the authority of the Commissioners Court of Polk County, Texas, and in compliance with the Fair Labor Standards Act and the adopted Personnel Policies of Polk County, the Court seeks to equitably compensate County employees for service performed during the declared disaster period;

NOW, THEREFORE, BE IT RESOLVED

Disaster Compensation – January 24–25, 2026

Payroll Corrections to be Issued February 13, 2026 (For work performed January 24–25, 2026)

Section 1. Retroactive Disaster Compensation Authorization

Employees, exempt and non-exempt, who were required or volunteered, at the direction of their Department Head, Elected Official, or the Emergency Operations Center (EOC), to perform disaster preparation or response duties during the declared disaster period of January 24–25, 2026, and who accrued compensatory or FLSA leave for hours worked in excess of forty (40) hours during the January 19 – 25 workweek, are authorized to receive disaster compensation as follows:

- Any compensatory or FLSA leave hours **banked solely as a result of work performed during the declared disaster period** shall be:
 - Removed from the employee’s leave balance; and
 - Paid as a **Disaster Event Payment at a rate of two (2) times the employee’s regular hourly rate.**

Section 2. Emergency Operations Center – “Engaged to Wait” Status

Employees who were required to remain on-site during the declared disaster period, or immediately available to return to duty at any moment, and who were therefore “engaged to wait” as defined by the Fair Labor Standards Act, shall be compensated as follows:

a. Engaged-to-Wait Time

All hours during which an employee was required to remain on-site or immediately available to respond, but was not actively performing work, shall be compensated at the employee’s regular hourly rate.

b. Active Work Time

Hours during which the employee was actively performing disaster response, coordination, or operational duties shall be compensated at a rate of **two (2) times the employee’s regular hourly rate.**

c. Payroll Adjustments

Any compensatory or FLSA leave previously accrued for engaged-to-wait or active work time during the declared disaster period shall be removed from the employee’s leave balance and paid in accordance with this Section. Such hours shall not accrue additional compensatory or FLSA leave.

d. Documentation

Engaged-to-wait time and active work time must be documented separately and approved by the EOC Director, Department Head, or Elected Official.

Section 3. Scope Limitation

This authorization applies only to hours worked in direct support of disaster preparation or response activities beginning at 1:00 PM on Saturday, January 24, and ending at 6:00 AM on Tuesday, January 27, and does not apply to hours worked outside that period or to regularly scheduled non-disaster duties.

Section 4. Payroll Authority

The Commissioners Court authorizes the County Treasurer and Human Resources Office to make all necessary payroll adjustments, including retroactive payments and leave balance corrections, consistent with this Resolution and applicable County personnel policies.

Administrative Closure – Monday, January 26, 2026

Payroll Issued February 13, 2026 (For January 26, 2026)

Section 5. Non-Essential Employees

Due to the official administrative closure of County offices, Non-essential employees who were regularly scheduled to work shall receive **Administrative Time equal to their regularly scheduled workday.**

- Employees who worked during the closure shall **bank** the Administrative Time.
 - Employees who did not work during the closure shall **use** Administrative Time to cover their scheduled workday.
-

Section 6. Essential Employees

Essential employees required to work during the administrative closure shall be compensated as follows:

- Employees shall receive **double their regular hourly rate for all hours actually worked**, up to the number of hours in their **regularly scheduled workday.**
 - If fewer than the employee's regularly scheduled hours were worked, the remaining hours shall be **covered by Administrative Time**, such that the employee receives compensation equivalent to their full scheduled workday.
-

Section 7. No Duplication of Benefits

Under no circumstances shall an employee receive overlapping compensation for the same hours worked, including Administrative Time and disaster premium pay.

General Provisions

Section 8. Documentation Requirements

Employees performing disaster-related duties must submit a separate timesheet for hours worked during the specified periods. Qualifying activities include, but are not limited to:

- Emergency Operations Center coordination

- Operation of county-provided shelters or warming centers
- Road clearing, debris removal, or safety inspections
- Disaster-related law enforcement activities
- Communications or logistics support
- Supervision or direction of disaster operations

Section 9. Law Enforcement Personnel

Due to the unique work schedules of law enforcement personnel:

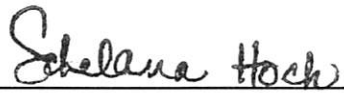
- Law enforcement personnel shall receive a **Disaster Event Payment at a rate of two (2) times their hourly rate** for all hours worked over forty (40) hours per week during the declared disaster.
- This applies to both regular law enforcement duties and disaster-related duties, provided such work is documented on the required separate timesheet.

This Resolution is hereby approved and Adopted by the Polk County Commissioners Court this 10th day of February 2026.



Milt Purvis, Commissioner Precinct 3
Polk County, Texas

ATTEST:



Schelana Hock, County Clerk

(SEAL)



STATE OF TEXAS
COUNTY OF

§
§



**RESOLUTION SUPPORTING LEGISLATION TO IMPROVE COUNTY ROAD
INFRASTRUCTURE AND SAFETY**

WHEREAS, Texas Counties are the functional arm of state government and are responsible for the operation and maintenance of local transportation infrastructure, maintaining more than half of all public road miles in the State of Texas and ensuring safe and efficient travel for residents, businesses, and emergency services; and

WHEREAS, the State Motor Fuels Tax, established in 1923 and last adjusted to twenty cents per gallon in 1991, currently generates approximately \$3.85 billion annually, of which one-fourth is dedicated to the Available School Fund and the remaining three-fourths to the State Highway Fund, with only a small portion – \$7.3 million – allocated to the County and Road District Highway Fund (also known as the Lateral Road Fund); and

WHEREAS, this allocation to Texas counties has remained unchanged since 1954 despite decades of population growth, inflation, and increasing transportation demands that have significantly reduced the purchasing power of counties to maintain essential local infrastructure; and

WHEREAS, the proposed legislation would allocate one penny (one-twentieth, or 5%) of the State Motor Fuels Tax to the County and Road District Highway Fund to be distributed using the existing statutory formula; and

WHEREAS, the State of Texas has also established additional registration fees for electric vehicles - \$400 at initial registration and \$200 annually thereafter – to offset the reduced motor fuels tax revenues associated with non-fuel consuming vehicles; and

WHEREAS, while the fees are currently directed entirely to the State Highway Fund, counties receive no portion of this new revenue source, despite being equally responsible for maintaining and improving the local roadways on which these vehicles travel; and

WHEREAS, a companion legislative proposal would dedicate 5% (one-twentieth) of electric vehicle registration fee revenue to the County and Road District Highway Fund, thereby ensuring that counties share equitably in the revenue derived from all classes of vehicles using county roadways; and

WHEREAS, increasing allocations from both the motor fuels tax and electric vehicle registration fees would provide a sustainable, pay-as-you-go funding mechanism for county transportation infrastructure without increasing tax rates or imposing new burdens on taxpayers, ensuring a fairer, more efficient partnership between state and county governments in maintaining the Texas transportation network.

NOW, THEREFORE, BE IT RESOLVED that the Polk County Commissioners Court does hereby find that it is in the best interest of Texas counties and their taxpayers to support and favor the passage of legislation that:


1. Reallocates one penny (5%) of the State Motor Fuels Tax to the County and Road District Highway Fund; and
2. Allocates five percent (5%) of Electronic Vehicle Registration Fee revenues to the County and Road District Highway Fund;

For distribution to Texas counties in accordance with the existing statutory formula as follows:

1. One-fifth allocated according to area determined by the ratio of the area of the county to the area of the state;
2. Two-fifths allocated according to rural population, determined by the ratio of the rural population of the county to the rural population of the state; and
3. Two-fifths allocated according to lateral road miles, determined by the ratio of the mileage of lateral roads in the county to the mileage of lateral roads in the state as of January 1 of the year of the allocation as shown by the records of the State Federal Highway Planning Survey and the department.


BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the members of the Texas Legislature representing this county and to the Texas Association of Counties for distribution and advocacy in support of this legislation.

APPROVED AND ADOPTED by the Polk County Commissioners Court on this the 10th day of February 2026.


Sydney Murphy
County Judge
Polk County, Texas

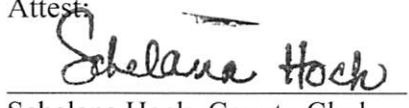

Guylene Robertson, Precinct 1


Mark DuBose, Precinct 2


Milt Purvis, Precinct 3


Jerry Cassity, Precinct 4

Attest:


Schelana Hock, County Clerk





STATE OF TEXAS §
COUNTY OF §

**RESOLUTION SUPPORTING LEGISLATION TO EXEMPT TEXAS COUNTIES FROM
THE STATE HOTEL OCCUPANCY TAX**

WHEREAS, Texas Counties are the functional arm of state government and are responsible for the operation and management of numerous state programs as required or authorized by state law; and

WHEREAS, Texas Counties provide essential state services to constituents at the local level, many of which are fully or partially supported with funds disbursed by the State of Texas through the state appropriations process; and

WHEREAS, Texas Counties are required by state law to provide for the continuing education and professional development of county officials and employees, often requiring travel and overnight stays that are subject to the State of Texas Hotel Occupancy Tax; and

WHEREAS, the State of Texas currently exempts from the Hotel Occupancy Tax several entities, including federal agencies, state government officials and employees, and certain charitable, educational, and religious organizations, but does not exempt county governments, their officials, or employees; and

WHEREAS, when counties, as political subdivisions of the State, pay the State Hotel Occupancy Tax from revenues generated through local property taxes, it results in an inefficient practice known as “**tax churn**,” in which one taxing entity collects taxes from another taxing entity, ultimately increasing the financial burden on local property taxpayers; and


WHEREAS, exempting Texas Counties from the State Hotel Occupancy Tax would reduce this inefficiency, improve governmental accountability, and help alleviate the impact of rising local property taxes on Texas citizens; and

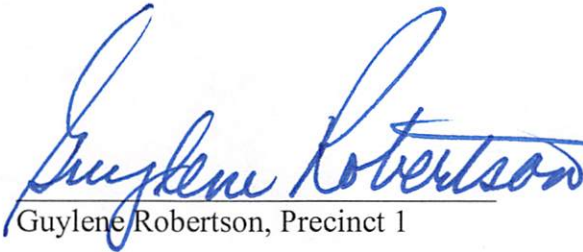
WHEREAS, the exemption would further align counties with other government and nonprofit entities already recognized under state law as exempt from this tax, ensuring consistent and equitable tax treatment across all public entities.

NOW, THEREFORE, BE IT RESOLVED that the County Commissioners Court does hereby find that it is in the best interest of Texas counties and their taxpayers to support and favor the passage of legislation that exempts counties, their officials, and employees from paying the State of Texas Hotel Occupancy Tax when traveling on official county business.


BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the members of the Texas Legislature representing this county and to the Texas Association of Counties for distribution and advocacy in support of this legislation.

APPROVED AND ADOPTED by the Polk County Commissioners Court on this the 10th day of February 2026.


Sydney Murphy
County Judge
Polk County, Texas


Guylene Robertson, Precinct 1


Mark DuBose, Precinct 2


Milt Purvis, Precinct 3


Jerry Cassity, Precinct 4

