



#59

**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
POLK COUNTY, TEXAS  
96 AUG - 7 AM 9 45  
Barbara Middleton  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, August 12, 1996 at 10 00 a.m in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit

**SEE ATTACHED AGENDA**

Dated August 7, 1996

Commissioners' Court of Polk County, Texas

By John P. Thompson

John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on August 7, 1996, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, August 7, 1996

Barbara Middleton, County Clerk

By Barbara Middleton



**for: MONDAY - AUGUST 12, 1996 - 10:00 A.M.**

**CALL TO ORDER**

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
  - A SAFETY AWARD - presented to Polk County by the Texas Association of Counties
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, July 22, 1996

**OLD BUSINESS** (tabled from last Agenda)

- 4 CONSIDER OFFERS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY, PCT 1 LAKELAND HIDEAWAY #2, LOTS 94 & 96

**NEW BUSINESS**

- 5 CONSIDER APPROVAL OF POLK COUNTY HISTORICAL COMMITTEE MEMBER APPOINTMENT
- 6 CONSIDER APPROVAL OF COUNTY TREASURER'S QUARTERLY REPORT (FY96 - 3rd Qrt / Apr - Jun )
- 7 CONSIDER APPOINTMENT OF POLK COUNTY REPRESENTATIVE AND ALTERNATE TO SOUTHEAST TEXAS RC&D
- 8 CONSIDER AUTHORIZATION OF VETERANS SERVICE OFFICER'S ATTENDANCE AT ANNUAL STATE CONFERENCE
- 9 CONSIDER AMENDMENT OF JACKSON BUILDING LEASE, APPROVING THE LEASING OF ADDITIONAL SPACE
- 10 CONSIDER APPOINTMENT OF COUNTY HEALTH AUTHORITY

- 11 CONSIDER OFFERS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES PCT 1, FORESTERS RETREAT #1, LOTS 75B, 77 & 79
- 12 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID#96-09 "SALE OF PRECINCT #1 SURPLUS TRUCK"
- 13 CONSIDER APPROVAL OF FY96 BUDGET AMENDMENT REQUEST #10
- 14 CONSIDER APPROVAL OF PERSONNEL POLICY UPDATE

### CONSENT AGENDA ITEMS

- 15 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 16 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

### ADJOURN

Next regularly scheduled meeting - August 26, 1996, 10 00 a m

STATE OF TEXAS }  
 COUNTY OF POLK }

DATE: AUGUST 12, 1996  
 REGULAR CALLED MEETING  
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 12th DAY OF AUGUST, 1996 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT: JOHN P THOMPSON, COUNTY JUDGE, PRESIDING. B.E. "SLIM" SPEIGHTS, COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT#3, R.R. "DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED.

1. MEETING WAS CALLED TO ORDER AT 10:00 AM, BY JUDGE JOHN P. THOMPSON  
 PUBLIC COMMENTS.  
 SYLVIA ASHWORTH, COUNTY EXTENSION AGENT GAVE AN UPDATE ON RECENT PROGRAMS & UPCOMING EVENTS FOR 4-H PROGRAM ENROLLMENT FOR THIS YEAR TO BE HELD, AUGUST 15th, 5:00 TO 8:00 PM. INVITATION EXTENDED TO THE AWARDS BANQUET BEING HELD, AUGUST 24th, 5:00-8:00 PM, AT THE WADSWORTH BUILDING, FIRST BAPTIST CHURCH.
2. INFORMATIONAL REPORTS.
  - a. MARION "BID" SMITH, VOTER REGISTRAR, REPORTED ATTENDING THE SECRETARY OF STATE ELECTION SEMINAR IN AUSTIN, JULY 31st THROUGH AUGUST 2nd.
  - b. BOBBY SMITH, COMMISSIONER PCT#2, INVITED ALL TO THE ANNUAL "GO TEXAN BAR-B-QUE COOK-OFF" AUGUST 24th, AT HILTON ON THE LAKE & VINCENT'S CAMPGROUND, ONALASKA, BENEFITING THE AREA YOUTH THROUGH SCHOLARSHIP'S FROM THE LIVESTOCK SHOW & RODEO IN HOUSTON.
  - c. JUDGE THOMPSON PRESENTED THE "TEXAS ASSOCIATION OF COUNTIES 1995 SAFETY AWARD" TO POLK COUNTY. MR. DANNY GARCIA WAS UNABLE TO ATTEND TODAY'S COMM. COURT. HE ACCREDITED THIS HONOR TO COMMISSIONER'S COURT & JOHN McDOWELL, EMERGENCY MANAGEMENT DEPT. CONTINUING SAFETY PROGRAMS.
3. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE MINUTES OF MEETINGS, JULY 22nd & JULY 26th, 1996. ALL VOTING YES.
4. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY R.R. "DICK" HUBERT TO "REJECT" OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY, PCT#1: LAKELAND HIDEAWAY, SEC #2, LOTS 94 & 96. ALL VOTING YES.
5. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE APPOINTMENT OF JAMES BERGMAN, AS MEMBER TO POLK COUNTY HISTORICAL COMMITTEE. ALL VOTING YES.

6. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE COUNTY TREASURER'S QUARTERLY REPORT, (FY-96 3rd QRT, APR, MAY, & JUN).  
ALL VOTING YES.
7. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE APPOINTMENT OF JUDGE THOMPSON, AND BOBBY SMITH, AS REPRESENTATIVE AND ALTERNATE TO SOUTHEAST TEXAS RC & D.  
ALL VOTING YES.
8. MOTIONED BY JAMES J."BUDDY" PURVIS, SECONDED BY R.R."DICK" HUBERT TO APPROVE AUTHORIZATION OF VETERANS SERVICE OFFICER'S ATTENDANCE AT ANNUAL STATE CONFERENCE.  
ALL VOTING YES.
9. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE AMENDMENT TO JACKSON BUILDING LEASE, APPROVING THE LEASING OF ADDITIONAL SPACE IN WAREHOUSE.  
ALL VOTING YES.
10. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE APPOINTMENT OF DR. RAY LUNA AS COUNTY HEALTH AUTHORITY, & DR JERRY WOOD AS ALTERNATE.  
ALL VOTING YES
11. MOTIONED BY B E."SLIM" SPEIGHTS, SECONDED BY R.R."DICK" HUBERT TO "REJECT" OFFER TO PURCHASE COUNTY TAX FORECLOSURE, IN PCT#1: FORESTERS RETREAT, SEC. 1, LOTS 75B, 77 & 79.  
ALL VOTING YES
12. BID-96-09 "SALE OF PRECINCT #1 SURPLUS TRUCK"  
MOTIONED BY B E."SLIM" SPEIGHTS, SECONDED BY R.R."DICK" HUBERT TO ACCEPT \$200 00 BID FROM WILD COUNTY PROPERTY OWNERS ASSOC. FOR THE SALE OF PCT#1 SURPLUS TRUCK.  
ALL VOTING YES
13. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE FY96-BUDGET AMENDMENT REQUEST #10.  
ALL VOTING YES.
14. MOTIONED BY R R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO "TABLE" ACTION UNTIL NEXT MEETING, ON ITEM #14 "CONSIDER APPROVAL OF PERSONNEL POLICY UPDATE".  
ALL VOTING YES.

15. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT TO APPROVE PAYMENT OF BILLS BY SCHEDULE, PLUS ADDENDUM. ALL VOTING YES.

| DATE    | AMOUNT     | CHECK NUMBERS                                 |
|---------|------------|---|
| 7-23-96 | 33,435.78  | 117391 - 117408                               |
| 7-23-96 | 21,613.42  | 117409 & 117410                               |
| 7-26-96 | 620,760.97 | 117411 - 117445                               |
| 7-29-96 | 100,262.27 | 117446 - 117454                               |
| 8-01-96 | 1,041.05   | 117455 - 117460                               |
| 8-02-96 | 9,649.78   | 117461 & 117462                               |
| 8-06-96 | 13,412.00  | 117463 & 117464                               |
| 8-07-96 | 341,564.98 | 117465 - 117640                               |
| 8-09-96 | 35,567.03  | 117641 - 117728                               |
| 8-09-96 | 183,384.33 | 117729 - 117740                               |
| 8-09-96 | 284.28     | 117741  |
| 8-12-96 | 875.88     | ADDENDUM<br>(TO APPEAR ON<br>FUTURE SCHEDULE) |

16. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE PERSONNEL ACTION FORMS. ALL VOTING YES.

17. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO ADJOURN COURT THIS 12th DAY OF AUGUST, 1996 AT 10:30 AM. ALL VOTING YES.

  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

  
BARBARA MIDDLETON, COUNTY CLERK



**BILLY R NELSON, Sheriff**  
1733 N Washington  
Livingston, Texas 77351  
(409) 327-8810

**LEWIS MILNER**  
Chief Deputy

**SHERLENE BROWN**  
Adm Assistant

August 12, 1996

Inmate Population = 80

Meals per inmate cost = sixty-nine cents

7 Inmate sent to TDC in July

6 Inmate state ready as of today this month

6 Inmates serving time as of today misd charges

3 Holding for TDC on parole violation

30 Felony waiting trial

28 Misd waiting trial

POPK COUNTY TREASURER THIRD QUARTERLY REPORT FOR THE MONTHS OF APRIL, MAY AND JUNE 1996

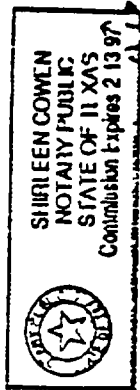
| FUND                | BALANCE     | RECEIPTS     | DISBURSEMENTS | INVESTMENT   | BALANCE      |
|---------------------|-------------|--------------|---------------|--------------|--------------|
| GENERAL             | (51 031 34) | 1 528 548 86 | 1 571 828 82  | 1 298 403 85 | 1 204 172 55 |
| HOTEL TAX           | 6 081 87    | 5 639 87     | 5 259 82      | 0 00         | 6 461 72     |
| ROAD & BRIDGE       | 50 127 00   | 885 602 00   | 1 136 236 83  | 888 045 50   | 787 537 67   |
| LAW LIBRARY         | 14 519 68   | 3 020 00     | 2 278 30      | 0 00         | 15 261 38    |
| ADULT PROB          | (9 189 14)  | 258 488 41   | 244 780 86    | 117 47       | 4 635 88     |
| ENVIRONMENTAL SVC   | 25 619 55   | 251 282 07   | 272 722 38    | 705 445 47   | 709 624 71   |
| D A COLLECTION      | 27 648 59   | 5 888 18     | 2 404 71      | 0 00         | 31 052 04    |
| AGING               | 70 746 39   | 121 090 96   | 117 868 12    | 0 00         | 73 871 23    |
| DEBT SERVICE        | 8 142 14    | 163 543 52   | 153 571 78    | 540 526 15   | 558 640 02   |
| PRISON              | 2 468 42    | 0 00         | 0 00          | 364 172 01   | 366 640 43   |
| RIAP                | (13 404 47) | 41 040 00    | 27 787 70     | 53 286 03    | 53 133 08    |
| SECURITY FEE        | 37 852 88   | 4 653 00     | 2 287 03      | 0 00         | 40 318 86    |
| LATERAL ROAD        | 17 413 61   | 0 00         | 8 766 90      | 0 00         | 8 646 71     |
| 1891 CO S           | 0 00        | 0 00         | 0 00          | 57 569 27    | 57 569 27    |
| D A SPECIAL         | 2 467 53    | 4 887 61     | 3 837 20      | 0 00         | 3 617 94     |
| PREM RD IMPRV       | 528 53      | 401 814 31   | 280 053 48    | 46 575 52    | 168 862 88   |
| AGENCY FUNDS        | 71 520 43   | 70 422 38    | 77 040 03     | 0 00         | 64 801 88    |
| DS PENDING          | 0 00        | 1 549 00     | 1 549 00      | 23 669 71    | 23 669 71    |
| D A FORFEITURE      | 0 00        | 0 00         | 0 00          | 4 368 81     | 4 368 81     |
| FEMA                | 1 083 53    | 51 311 47    | 42 777 00     | 44 237 78    | 53 855 78    |
| S O CONTRABAND      | 303 41      | 0 00         | 0 00          | 4 408 24     | 4 711 65     |
| RECORDS MGMT        | (9 010 59)  | 12 623 54    | 4 363 13      | 0 00         | (750 18)     |
| 1994 CO S           | (402 11)    | 21 000 00    | 15 888 89     | 148 684 68   | 153 395 68   |
| ENV SVC 1994 CO S   | 2 899 10    | 15 000 00    | 16 373 50     | 601 002 98   | 602 528 58   |
| TOTAL               | 256 483 12  | 3 947 504 87 | 3 987 832 29  | 4 780 593 45 | 4 996 729 25 |
| AVAILABLE           | 2 718 57    | 69 310 74    | 68 768 18     | 62 49        | 3 321 62     |
| PERMANENT           | 3 856 25    | 29 668 02    | 21 660 13     | 314 812 48   | 326 776 62   |
| PAYROLL             | 2 582 59    | 1 052 827 15 | 1 052 888 81  | 0 00         | 2 600 83     |
| HISTORICAL          | 2 777 30    | 2 387 34     | 2 188 53      | 214 331 45   | 217 307 58   |
| TCDFP               | 0 00        | 0 00         | 0 00          | 0 00         | 0 00         |
| ACF                 | 0 00        | 0 00         | 0 00          | 0 00         | 0 00         |
| FED EQUITABLE SHARE | 3 088 48    | 0 00         | 0 00          | 0 00         | 3 088 48     |
| GRAND TOTAL         | 271 582 31  | 5 101 786 22 | 5 133 357 84  | 5 309 789 87 | 5 549 822 46 |

I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

*Cheryl Tamez*  
 CHERYL TAMEZ  
 TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24TH DAY OF JULY 1996.

*Shirleen Cowlen*







June 17 1996

Dear TexPool Participant

The Public Funds Investment Act, Chapter 2256 023 of the Government Code requires the investment officer of each local government to submit to its governing body a quarterly report of investment transactions. The TexPool staff has compiled information to assist you in this reporting requirements.

Enclosed are detailed TexPool Investment Portfolios for February 29, 1996 and May 31, 1996. Also included is a spreadsheet on the changes to the portfolio throughout the quarter. This information shows that the beginning market value for TexPool on February 29, 1996 was \$6,564,128,902.99 and the ending market value on May 31, 1996 was \$4,849,087,524.17. TexPool had additions to the portfolio from purchases of \$539,615,000.00 and maturities, sales and calls of securities totaling \$1,164,070,000.00.

The book value and market value for the beginning and end of the reporting period is as follows:

|                  | Book Value         | Market Value       |
|------------------|--------------------|--------------------|
| February 29 1996 | \$6,563,841,807.51 | \$6,564,128,902.99 |
| May 31 1996      | \$4,849,914,166.01 | \$4,849,087,524.17 |

The investment portfolio always met both the Public Funds Investment Act and the TexPool Investment Policy compliance throughout the quarter. TexPool is rated as a AAA money market fund by Standard & Poor's. The Net Asset Value (N.A.V.) for the quarter was at all times within the range specified on the Public Funds Investment Act and the TexPool Investment Policy. The N.A.V. at the beginning and end of the reporting period is as follows:

|                  | Net Asset Value (N.A.V.) |
|------------------|--------------------------|
| February 29 1996 | 1.00004                  |
| May 31 1996      | 0.99983                  |

TexPool has also included other relevant charts and graphs that should provide valuable insight into your investment at TexPool. We look forward to working with you in the months to come. If you have any questions please do not hesitate to contact Randall Corwin, TexPool Manager, at 1-800-234-5447-0#.

TexPool

## TexPool Investment Portfolio

February 29 1996

| <u>Desc</u>           | <u>Coupon</u> | <u>Maturity</u> | <u>Par Value</u>   | <u>Book Value</u>     | <u>Market Value</u>   |
|-----------------------|---------------|-----------------|--------------------|-----------------------|-----------------------|
| <b>Discount Notes</b> |               |                 |                    |                       |                       |
| FMCDN                 | 0 0000        | 03/04/96        | 20 000 000         | 19 991 083 33         | 19 938 466 67         |
| FNDN                  | 0 0000        | 03/12/96        | 5 000 000          | 4 991 811 11          | 4 991 400 00          |
| FMCDN                 | 0 0000        | 03/18/96        | 30 000,000         | 29 924,208 33         | 29 922 150 00         |
| FMCDN                 | 0 0000        | 03/18/96        | 35 000,000         | 34,911 576 39         | 34 909 175 00         |
| FNDN                  | 0 0000        | 03/19/96        | 20 000 000         | 19 946 500 00         | 19 945 2 6 67         |
| FNDN                  | 0 0000        | 03/19/96        | 14 935 000         | 14 895,048 88         | 14 894 090 55         |
| F-HDN                 | 0 0000        | 03/21/96        | 20 000 000         | 19 939 111 11         | 19 940 000 33         |
| FMCDN                 | 0 0000        | 03/25/96        | 25 000 000         | 24 910 916 67         | 24 909 895 83         |
| F-HDN                 | 0 0000        | 03/27/96        | 40 000 000         | 39 846 311 11         | 39 845 500 00         |
| FMCDN                 | 0 0000        | 03/27/96        | 16 000 000         | 15 938 293 33         | 15 934 840 00         |
| FMCDN                 | 0 0000        | 04/05/96        | 5 000 000          | 4 974 309 03          | 4 972 850 00          |
| FMCDN                 | 0 0000        | 04/10/96        | 20 000 000         | 19 882 666 67         | 19 882 664 45         |
| FMCDN                 | 0 0000        | 04/10/96        | 10 000 000         | 9 941 333 33          | 9 941 047 22          |
| FMCDN                 | 0 0000        | 04/11/96        | 20 000 000         | 19 879 733 33         | 19 873 000 00         |
| FNDN                  | 0 0000        | 04/11/96        | 10 000 000         | 9 939 980 55          | 9 936 650 00          |
| FNDN                  | 0 0000        | 04/12/96        | 20 000 000         | 19 876 800 00         | 19 878 166 67         |
| FNDN                  | 0 0000        | 04/12/96        | 10 000 000         | 9 938 400 00          | 9 909 080 33          |
| FMCDN                 | 0 0000        | 04/15/96        | 10 000 000         | 9 934 125 00          | 9 930 6 6 67          |
| <b>Total by Type</b>  |               |                 | <b>330 935 000</b> | <b>329 662 208 17</b> | <b>329 635 476 39</b> |
| <b>Agency Notes</b>   |               |                 |                    |                       |                       |
| F-LB                  | 6 0300        | 03/01/96        | 10 835 000         | 10 835 000 00         | 10 835 000 00         |
| TVA                   | 4 3750        | 03/04/96        | 6 000 000          | 5 999 497 77          | 6 000 000 00          |
| SLMF                  | 5 6800        | 03/14/96        | 15 000 000         | 15 000 000 00         | 15 002 8 2 50         |
| FNMA                  | 5 6600        | 03/15/96        | 10 000 000         | 10 001 726 97         | 10 001 552 50         |
| SLMF                  | 5 7300        | 05/09/96        | 10 000 000         | 10 000 000 00         | 10 000 000 00         |
| SLMF                  | 5 7300        | 05/09/96        | 10 000 000         | 10 000 000 00         | 10 000 000 00         |
| SLMF                  | 5 7300        | 05/09/96        | 5 000 000          | 5 000 000 00          | 5 000 000 00          |
| SLMF                  | 5 7300        | 05/09/96        | 5 000 000          | 5 000 000 00          | 5 000 000 00          |
| SLMF                  | 5 7300        | 05/09/96        | 5 000 000          | 5 000 000 00          | 5 000 000 00          |
| SLMF                  | 5 7300        | 05/09/96        | 10 000 000         | 9 999 338 57          | 9 998 407 50          |
| SLMF                  | 5 2400        | 05/09/96        | 13 000 000         | 12 999 542 12         | 12 998 984 38         |
| F-LB                  | 6 1050        | 05/16/96        | 10 000 000         | 10 020 652 17         | 10 015 625 00         |
| SLMA                  | 6 0800        | 07/01/96        | 15 150 000         | 15 184 386 98         | 15 165 623 43         |
| FNMA                  | 5 6200        | 07/02/96        | 5 000 000          | 5 004 575 89          | 5 007 031 25          |
| F-LB                  | 5 1000        | 07/08/96        | 10 000 000         | 9 976 390 41          | 9 978 407 50          |
| F-LB                  | 5 1000        | 07/08/96        | 10 000 000         | 9 973 764 88          | 9 978 407 50          |
| F-LB                  | 5 0000        | 07/16/96        | 7 000 000          | 6 978 928 22          | 6 981 625 00          |
| FFCB                  | 5 6500        | 10/02/96        | 10 000 000         | 9 994 910 04          | 10 022 87 50          |
| FFCB                  | 5 6800        | 11/01/96        | 30 000 000         | 29 986 642 71         | 30 017 829 95         |
| F-LMC                 | 4 6250        | 11/15/96        | 5 000 000          | 4 963 847 92          | 4 978 25 00           |

|                       |        |          |             |                |                |
|-----------------------|--------|----------|-------------|----------------|----------------|
| FCFLT                 | 5 4000 | 12/02/96 | 25 000 000  | 24 985 941 25  | 24 981 632 50  |
| FCFLT                 | 5 4000 | 12/02/96 | 10 000 000  | 9 994 329 24   | 9 992 665 00   |
| FHLB                  | 6 1600 | 01/02/97 | 10 000 000  | 10 087 284 91  | 10 059 375 00  |
| TVA                   | 6 0000 | 01/15/97 | 5 520 000   | 5 627 610 42   | 5 636 684 37   |
| FHLB                  | 5 0500 | 02/21/97 | 30 150 000  | 33 146 503 71  | 33 146 115 23  |
| FHLB                  | 5 0100 | 02/28/97 | 30 000 000  | 29 991 841 71  | 29 991 795 88  |
| Total by Type         |        |          | 315 755 000 | 315 752 715 89 | 315 790 017 99 |
| <b>Treasury Bills</b> |        |          |             |                |                |
| BILL                  | 0 0000 | 06/06/96 | 20 000 000  | 19 744 027 78  | 19 734 855 56  |
| BILL                  | 0 0000 | 06/13/96 | 20 000 000  | 19 725 266 67  | 19 715 333 33  |
| BILL                  | 0 0000 | 06/13/96 | 20 000 000  | 19 725 266 67  | 19 715 333 33  |
| BILL                  | 0 0000 | 06/27/96 | 20 000 000  | 19 689 922 22  | 19 682 666 67  |
| BILL                  | 0 0000 | 07/05/96 | 20 000 000  | 19 650 350 00  | 19 657 100 00  |
| BILL                  | 0 0000 | 07/05/96 | 20 000 000  | 19 650 350 00  | 19 657 100 00  |
| BILL                  | 0 0000 | 07/05/96 | 20 000 000  | 19 651 400 00  | 19 657 100 00  |
| BILL                  | 0 0000 | 07/05/96 | 10 000 000  | 9 825 000 00   | 9 828 550 00   |
| BILL                  | 0 0000 | 07/05/96 | 20 000 000  | 19 649 650 00  | 19 657 100 00  |
| BILL                  | 0 0000 | 07/05/96 | 20 000 000  | 19 651 050 00  | 19 657 100 00  |
| BILL                  | 0 0000 | 07/11/96 | 20 000 000  | 19 632 600 00  | 19 640 900 00  |
| BILL                  | 0 0000 | 07/11/96 | 20 000 000  | 19 632 233 33  | 19 640 900 00  |
| BILL                  | 0 0000 | 07/11/96 | 20 000 000  | 19 632 233 33  | 19 640 900 00  |
| BILL                  | 0 0000 | 07/11/96 | 20 000 000  | 19 632 600 00  | 19 640 900 00  |
| BILL                  | 0 0000 | 07/18/96 | 20 000 000  | 19 635 511 11  | 19 625 111 11  |
| BILL                  | 0 0000 | 07/18/96 | 20 000 000  | 19 635 511 11  | 19 625 111 11  |
| BILL                  | 0 0000 | 07/25/96 | 10 000 000  | 9 797 222 22   | 9 802 366 67   |
| BILL                  | 0 0000 | 07/25/96 | 10 000 000  | 9 797 222 22   | 9 802 366 67   |
| BILL                  | 0 0000 | 07/25/96 | 10 000 000  | 9 797 222 22   | 9 802 366 67   |
| BILL                  | 0 0000 | 08/01/96 | 10 000 000  | 9 799 400 00   | 9 792 955 56   |
| BILL                  | 0 0000 | 08/01/96 | 10 000 000  | 9 799 400 00   | 9 792 955 56   |
| BILL                  | 0 0000 | 08/08/96 | 20 000 000  | 19 580 444 44  | 19 567 088 89  |
| BILL                  | 0 0000 | 08/15/96 | 10 000 000  | 9,781,508 34   | 9 773 200 00   |
| BILL                  | 0 0000 | 08/15/96 | 10 000 000  | 9 781 508 34   | 9 773 200 00   |
| BILL                  | 0 0000 | 08/22/96 | 25 000 000  | 24 431 781 25  | 24 406 944 45  |
| BILL                  | 0 0000 | 08/22/96 | 25 000 000  | 24,431 781 25  | 24 406 944 45  |
| BILL                  | 0 0000 | 11/14/96 | 20 000 000  | 19,299 100 00  | 19 290 627 78  |
| BILL                  | 0 0000 | 02/06/97 | 20 000 000  | 19 086,100 00  | 19 054 844 45  |
| Total by Type         |        |          | 490 000,000 | 480 145,663    | 480 041,922    |
| <b>Treasury Notes</b> |        |          |             |                |                |
| NOTE                  | 7 6250 | 04/30/96 | 10 000,000  | 10 029 730 90  | 10 032 812 50  |
| NOTE                  | 7 6250 | 04/30/96 | 10 000,000  | 10,029 760 18  | 10 032 812 50  |
| NOTE                  | 7 6250 | 04/30/96 | 10 000,000  | 10,030,008 76  | 10 032 812 50  |
| NOTE                  | 7 6250 | 04/30/96 | 10 000,000  | 10,030 008 76  | 10 032 812 50  |
| NOTE                  | 4 2500 | 05/15/96 | 10 000 000  | 9,969 935 52   | 9 982 812 50   |
| NOTE                  | 7 3750 | 05/15/96 | 15 000,000  | 15,048 742 84  | 15 065 625 00  |
| NOTE                  | 5 8750 | 05/31/96 | 20 000,000  | 20,028 211 81  | 20 031 250 00  |
| NOTE                  | 7 2500 | 08/31/96 | 10 000,000  | 10,059 288 88  | 10,096 875 00  |

|                                      |                      |          |                      |                           |                           |
|--------------------------------------|----------------------|----------|----------------------|---------------------------|---------------------------|
| NOTE                                 | 7 2500               | 08/31/96 | 10 000 000           | 10 063 624 84             | 10 096 875 00             |
| NOTE                                 | 6 2500               | 08/31/96 | 10 000,000           | 10 012 071 24             | 10 048 437 50             |
| NOTE                                 | 6 2500               | 08/31/96 | 10 000,000           | 10 023 195 52             | 10 048 437 50             |
| NOTE                                 | 6 2500               | 08/31/96 | 10 000,000           | 10,015 719 08             | 10 048 437 50             |
| NOTE                                 | 6 2500               | 08/31/96 | 20 000 000           | 20 024 015 75             | 20 096 875 00             |
| NOTE                                 | 8 0000               | 10/15/96 | 13 535 000           | 13 757 012 95             | 13 751 288 28             |
| NOTE                                 | 4 3750               | 11/15/96 | 10 000,000           | 9 909 779 72              | 9 939 052 50              |
| NOTE                                 | 4 3750               | 11/15/96 | 10 000 000           | 9 909 779 72              | 9 939 052 50              |
| NOTE                                 | 7 2500               | 11/15/96 | 10 000 000           | 10,104 300 90             | 10 134 375 00             |
| NOTE                                 | 7 2500               | 11/15/96 | 10 000 000           | 10 103 779 40             | 10 134 375 00             |
| NOTE                                 | 7 2500               | 11/15/96 | 10 000 000           | 10 103 779 40             | 10 134 375 00             |
| NOTE                                 | 7 2500               | 11/15/96 | 10 000 000           | 10 103 779 40             | 10 134 375 00             |
| NOTE                                 | 7 5000               | 01/31/97 | 20 000 000           | 20 416 956 52             | 20 390 625 00             |
| NOTE                                 | 7 5000               | 01/31/97 | 20 000 000           | 20 419 378 70             | 20 390 625 00             |
| NOTE                                 | 7 5000               | 01/31/97 | 20 000 000           | 20 408 160 24             | 20 390 625 00             |
| NOTE                                 | 7 5000               | 01/31/97 | 10 000 000           | 10 209 689 35             | 10 195 012 50             |
|                                      | <b>Total by Type</b> |          | <b>298 535 000</b>   | <b>300 810 710</b>        | <b>301 190 975</b>        |
| <b>Total Marketable Securities</b>   |                      |          | <b>1 435 225 000</b> | <b>\$1,426 371 296 94</b> | <b>\$1,426 558 092 42</b> |
| <b>Repurchase Agreements</b>         |                      |          | <b>5 551 000 000</b> | <b>5,551 000 000 00</b>   | <b>5,551 000 000 00</b>   |
| <b>Reverse Repurchase Agreements</b> |                      |          | <b>(426 175 000)</b> | <b>(426 175 000 00)</b>   | <b>(426 175 000 00)</b>   |
| <b>Money Market Funds</b>            |                      |          | <b>1 618 000</b>     | <b>1,618 000 00</b>       | <b>1 618 000 00</b>       |
| <b>Federal Reserve Bank Balance</b>  |                      |          | <b>1 143 219</b>     | <b>1,143,219 20</b>       | <b>1 143 219 20</b>       |
| <b>Accrual of Interest Income</b>    |                      |          | <b>8 084 900</b>     | <b>8 084 899 57</b>       | <b>8,084 899 57</b>       |
| <b>Purchased Interest</b>            |                      |          | <b>1,799 392</b>     | <b>1 799 391 80</b>       | <b>1 799 091 80</b>       |
| <b>Total Portfolio</b>               |                      |          | <b>6 572,995 511</b> | <b>6,563,841,807 51</b>   | <b>6,564 128 902 99</b>   |

### TexPool Investment Portfolio

May 31 1996

| <u>Desc</u>           | <u>Coupon</u> | <u>Maturity</u> | <u>Par Value</u> | <u>Book Value</u> | <u>Market Value</u> |
|-----------------------|---------------|-----------------|------------------|-------------------|---------------------|
| <b>Discount Notes</b> |               |                 |                  |                   |                     |
| F-DN                  | 5 2250        | 07/31/96        | 20 000 000       | 19 825 833 33     | 19 824 794 45       |
| FMCDN                 | 5 2200        | 08/02/96        | 10 000 000       | 9 910 100 00      | 9 908 475 00        |
| FMCDN                 | 5 2300        | 08/05/96        | 15 000 000       | 14,858 354 16     | 14 856 725 00       |
| FMCDN                 | 5 2500        | 08/07/96        | 25 000 000       | 24 755 729 16     | 24 753 027 78       |
| FMCDN                 | 5 2500        | 08/08/96        | 20 000 000       | 19 801 666 67     | 19 798 750 00       |
| FNDN                  | 5 2500        | 08/12/96        | 20 000 000       | 19 790 000 00     | 19 787 894 45       |
| FMCDN                 | 5 2300        | 08/14/96        | 20 000 000       | 19,784 988 89     | 19 782 083 33       |
| FMCDN                 | 5 2300        | 08/16/96        | 15 000 000       | 14 834 383 34     | 14 832 645 83       |
| FNDN                  | 5 2250        | 08/21/96        | 30 000 000       | 29 647 312 50     | 29 637 803 33       |
| FNDN                  | 5 2250        | 08/23/96        | 40 000 000       | 39 518 138 89     | 39 513 703 33       |
| FMCDN                 | 5 2100        | 08/19/96        | 20 000 000       | 19 771 338 88     | 19 798 444 44       |
| Total by Type         |               |                 | 235 000 000      | 232 497 845 82    | 232 494 606 94      |
| <b>Agency Notes</b>   |               |                 |                  |                   |                     |
| SLMA                  | 6 0800        | 07/01/96        | 15 150 000       | 15 158 455 81     | 15 150 946 87       |
| FNMA                  | 5 6200        | 07/02/96        | 5 000 000        | 5 001 153 27      | 5 000 781 25        |
| F-HLB                 | 5 1000        | 07/08/96        | 10 000 000       | 9 993 228 26      | 9 990 625 00        |
| F-LB                  | 5 1000        | 07/08/96        | 10 000 000       | 9 992 475 20      | 9 990 625 00        |
| F-HLB                 | 5 0000        | 07/16/96        | 7 000 000        | 6 993 078 61      | 6 991 250 00        |
| FFCB                  | 5 6500        | 10/02/96        | 10 000 000       | 9 997 088 07      | 10 008 750 00       |
| FFCB                  | 5 6800        | 11/01/96        | 30 000 000       | 29 991 658 51     | 30 000 000 00       |
| F-LMC                 | 4 6250        | 11/15/96        | 5 000 000        | 4 976 689 58      | 4 982 031 25        |
| FCFLT                 | 5 4000        | 12/02/96        | 25 000 000       | 24 990 627 50     | 24 984 375 00       |
| FCFLT                 | 5 4000        | 12/02/96        | 10 000 000       | 9 996 219 50      | 9 993 750 00        |
| F-HLB                 | 6 1600        | 01/02/97        | 10 000 000       | 10 061 127 87     | 10 031 250 00       |
| TVA                   | 6 0000        | 01/15/97        | 5 620 000        | 5 620 000 00      | 5 625 268 75        |
| FHLB                  | 5 0500        | 02/21/97        | 30 500 000       | 30 500 000 00     | 30 342 734 37       |
| FHLB                  | 5 0100        | 02/28/97        | 30 000 000       | 29 993 903 69     | 29,817,187 50       |
| NOTE                  | 5 7500        | 08/01/96        | 12 615,000       | 12 619 233 68     | 12 622 884 37       |
| NOTE                  | 6 1250        | 08/05/96        | 11 000 000       | 11,010 473 64     | 11 013 750 00       |
| NOTE                  | 5 3500        | 03/14/97        | 15 350,000       | 15 350 000 00     | 15 294 835 93       |
| NOTE                  | 5 4100        | 03/14/97        | 10 000 000       | 10,000 000 00     | 9,967,187 50        |
| Total by Type         |               |                 | 252 235 000      | 252 245 413 19    | 251 808 232 79      |
| <b>Treasury Bills</b> |               |                 |                  |                   |                     |
| BILL                  | 0 0000        | 06/06/96        | 20 000 000       | 19 986 805 56     | 19 983 300 00       |
| BILL                  | 0 0000        | 08/01/96        | 10 000 000       | 9 920 022 22      | 9 914 061 11        |
| BILL                  | 0 0000        | 08/01/96        | 10 000 000       | 9 920 022 22      | 9 914 061 11        |
| BILL                  | 0 0000        | 08/08/96        | 20 000,000       | 19 821 688 89     | 19 807 566 67       |
| BILL                  | 0 0000        | 08/15/96        | 10 000 000       | 9 901 875 00      | 9 893 600 00        |
| BILL                  | 0 0000        | 08/15/96        | 10 000 000       | 9 901,875 00      | 9 893 600 00        |
| BILL                  | 0 0000        | 11/14/96        | 20 000 000       | 19,549 033 33     | 19 519 411 11       |

|                                      |               |          |               |                  |                  |
|--------------------------------------|---------------|----------|---------------|------------------|------------------|
| BILL                                 | 0 0000        | 02/06/97 | 20 000 000    | 19 331 944 44    | 19 265 127 78    |
| BILL                                 | 4 9100        | 03/06/97 | 10 000 000    | 9 620 838 89     | 9 587 700 00     |
| BILL                                 | 4 9600        | 03/06/97 | 20 000 000    | 19 233 955 56    | 19 175 400 00    |
|                                      | Total by Type |          | 150 000 000   | 147,188 061 11   | 146 953 827 78   |
| <b>Treasury Notes</b>                |               |          |               |                  |                  |
| NOTE                                 | 7 2500        | 08/31/96 | 10 000 000    | 10 029 482 45    | 10 039 052 50    |
| NOTE                                 | 7 2500        | 08/31/96 | 10 000 000    | 10,031,638 58    | 10 039 052 50    |
| NOTE                                 | 6 2500        | 08/31/96 | 10 000 000    | 10 006 002 64    | 10 015 625 00    |
| NOTE                                 | 6 2500        | 08/31/96 | 10 000 000    | 10 011,534 38    | 10 015 625 00    |
| NOTE                                 | 6 2500        | 08/31/96 | 10 000 000    | 10 007 816 59    | 10 015 625 00    |
| NOTE                                 | 6 2500        | 08/31/96 | 20 000 000    | 20 011 942 26    | 20 031 250 00    |
| NOTE                                 | 8 0000        | 10/15/96 | 13 535 000    | 13 667 428 78    | 13 559 775 78    |
| NOTE                                 | 4 3750        | 11/15/96 | 10 000 000    | 9 941 827 08     | 9 953 125 00     |
| NOTE                                 | 4 3750        | 11/15/96 | 10 000 000    | 9 941 827 08     | 9 953 25 00      |
| NOTE                                 | 7 5000        | 01/31/97 | 20 000 000    | 20 302 789 86    | 20 237 500 00    |
| NOTE                                 | 7 5000        | 01/31/97 | 20 000 000    | 20 304 548 82    | 20 237 500 00    |
| NOTE                                 | 7 5000        | 01/31/97 | 20 000 000    | 20 296 402 08    | 20 237 500 00    |
| NOTE                                 | 7 5000        | 01/31/97 | 10 000 000    | 10 152 274 41    | 10 118 750 00    |
|                                      | Total by Type |          | 173 535 000   | 174 705 515      | 174 560 526      |
| <b>Total Marketable Securities</b>   |               |          | 810 770 000   | \$806 636 835 13 | \$805 810 190 29 |
| <b>Repurchase Agreements</b>         |               |          | 4,093 986 000 | 4,093 986 000 00 | 4 093 986 000 00 |
| <b>Reverse Repurchase Agreements</b> |               |          | (93 100 000)  | (93 100 000 00)  | (93 100 000 00)  |
| <b>Money Market Funds</b>            |               |          | 31 200 000    | 31 200 000 00    | 31 200 000 00    |
| <b>Federal Reserve Bank Balance</b>  |               |          | 803 834       | 803 833 62       | 803 803 62       |
| <b>Accrual of Interest Income</b>    |               |          | 9 450,122     | 9 450,121 56     | 9 450 121 56     |
| <b>Purchased Interest</b>            |               |          | 937 376       | 937 375 70       | 937 375 70       |
| <b>Total Portfolio</b>               |               |          | 4,854,047,331 | 4,849,914,166 01 | 4,849,087 524 17 |

Ten Fund Portfolio Activity

| DESL  | CURPRN | MATURITY | BEEGINING PAR VALUE | BEEGINING BOOK VALUE | BEEGINING MARKET VALUE | FUND BASES          | SALES MATURITIES | REALIZED GAINS/LOSS | ENDING PAR VALUE | ENDING BOOK VALUE | ENDING MARKET VALUE |
|-------|--------|----------|---------------------|----------------------|------------------------|---------------------|------------------|---------------------|------------------|-------------------|---------------------|
| FACDN | 0.0000 | 03/04/96 | 20,000,000          | 19,891,083.33        | 19,988,466.67          |                     | 20,000,000       |                     | 20,000,000       | 15,150,000        | 15,150,946.87       |
| FINDH | 0.0000 | 03/12/96 | 5,000,000           | 4,991,811.11         | 4,991,400.00           |                     | 5,000,000        |                     | 5,000,000        | 5,001,153.27      | 5,000,781.25        |
| FACDN | 0.0000 | 03/18/96 | 30,000,000          | 29,924,208.33        | 29,922,150.00          |                     | 30,000,000       |                     | 30,000,000       | 9,993,228.26      | 9,990,625.00        |
| FACDN | 0.0000 | 03/18/96 | 35,000,000          | 34,911,576.39        | 34,909,175.00          |                     | 35,000,000       |                     | 35,000,000       | 9,992,475.20      | 9,990,625.00        |
| FINDH | 0.0000 | 03/19/96 | 20,000,000          | 19,946,500.00        | 19,945,216.67          |                     | 20,000,000       |                     | 20,000,000       | 6,993,078.61      | 6,991,250.00        |
| FINDH | 0.0000 | 03/19/96 | 14,935,000          | 14,895,048.88        | 14,894,090.55          |                     | 14,935,000       |                     | 14,935,000       | 10,000,000        | 10,000,750.00       |
| FACDN | 0.0000 | 03/21/96 | 20,000,000          | 19,938,111.11        | 19,940,033.33          |                     | 20,000,000       |                     | 20,000,000       | 5,000,000         | 4,982,031.25        |
| FINDH | 0.0000 | 03/25/96 | 25,000,000          | 24,910,916.67        | 24,909,895.83          |                     | 25,000,000       |                     | 25,000,000       | 24,996,219.50     | 24,993,750.00       |
| FINDH | 0.0000 | 03/27/96 | 40,000,000          | 39,846,311.11        | 39,845,500.00          |                     | 40,000,000       |                     | 40,000,000       | 10,000,000        | 10,031,250.00       |
| FACDN | 0.0000 | 04/05/96 | 16,000,000          | 15,938,293.33        | 15,934,840.00          |                     | 16,000,000       |                     | 16,000,000       | 5,620,000         | 5,625,268.75        |
| FACDN | 0.0000 | 04/05/96 | 5,000,000           | 4,974,309.03         | 4,972,850.00           |                     | 5,000,000        |                     | 5,000,000        | 30,500,000        | 30,342,734.37       |
| FACDN | 0.0000 | 04/10/96 | 20,000,000          | 19,882,666.67        | 19,882,694.45          |                     | 20,000,000       |                     | 20,000,000       | 29,993,903.69     | 29,817,187.50       |
| FACDN | 0.0000 | 04/10/96 | 10,000,000          | 9,941,333.33         | 9,941,347.22           |                     | 10,000,000       |                     | 10,000,000       | 20,000,000        | 19,983,300.00       |
| FACDN | 0.0000 | 04/11/96 | 20,000,000          | 19,879,733.33        | 19,873,300.00          |                     | 20,000,000       |                     | 20,000,000       |                   |                     |
| FINDH | 0.0000 | 04/11/96 | 10,000,000          | 9,939,980.55         | 9,936,650.00           |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| FINDH | 0.0000 | 04/12/96 | 20,000,000          | 19,876,800.00        | 19,878,166.67          |                     | 20,000,000       |                     | 20,000,000       |                   |                     |
| FINDH | 0.0000 | 04/12/96 | 10,000,000          | 9,938,400.00         | 9,939,083.33           |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| FACDN | 0.0000 | 04/15/96 | 10,000,000          | 9,934,125.00         | 9,930,616.67           |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| FIN B | 6.0300 | 03/01/96 | 10,835,000          | 10,835,000.00        | 10,835,000.00          |                     | 10,835,000       |                     | 10,835,000       |                   |                     |
| TVA   | 4.3750 | 03/04/96 | 6,000,000           | 5,999,497.77         | 6,000,000.00           |                     | 6,000,000        |                     | 6,000,000        |                   |                     |
| SLMF  | 5.6800 | 03/14/96 | 15,000,000          | 15,000,000.00        | 15,000,000.00          |                     | 15,000,000       |                     | 15,000,000       |                   |                     |
| FNMA  | 5.6600 | 03/15/96 | 10,000,000          | 10,001,726.97        | 10,002,812.50          |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| SLMF  | 5.7300 | 05/09/96 | 10,000,000          | 10,000,000.00        | 10,000,000.00          |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| SLMF  | 5.7300 | 05/09/96 | 10,000,000          | 10,000,000.00        | 10,000,000.00          |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| SLMF  | 5.7300 | 05/09/96 | 5,000,000           | 5,000,000.00         | 5,000,000.00           |                     | 5,000,000        |                     | 5,000,000        |                   |                     |
| SLMF  | 5.7300 | 05/09/96 | 5,000,000           | 5,000,000.00         | 5,000,000.00           |                     | 5,000,000        |                     | 5,000,000        |                   |                     |
| SLMF  | 5.7300 | 05/09/96 | 5,000,000           | 5,000,000.00         | 5,000,000.00           |                     | 5,000,000        |                     | 5,000,000        |                   |                     |
| SLMF  | 5.2400 | 05/09/96 | 13,000,000          | 12,999,542.12        | 12,998,984.38          |                     | 13,000,000       |                     | 13,000,000       |                   |                     |
| FIN B | 6.1050 | 05/16/96 | 15,150,000          | 15,184,388.98        | 15,165,623.43          |                     | 15,150,000       |                     | 15,150,000       |                   |                     |
| SLMA  | 6.0800 | 07/01/96 | 5,000,000           | 5,004,575.89         | 5,007,031.25           |                     | 5,000,000        |                     | 5,000,000        |                   |                     |
| FNMA  | 5.6200 | 07/02/96 | 10,000,000          | 9,978,390.41         | 9,978,437.50           |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| FIN B | 5.1000 | 07/08/96 | 10,000,000          | 9,973,764.88         | 9,978,437.50           |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| FIN B | 5.0000 | 07/18/96 | 7,000,000           | 6,978,928.22         | 6,981,625.00           |                     | 7,000,000        |                     | 7,000,000        |                   |                     |
| FIN B | 5.6500 | 10/02/96 | 10,000,000          | 9,994,910.04         | 10,022,187.50          |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| FFCB  | 5.6800 | 11/01/96 | 30,000,000          | 29,986,642.71        | 30,017,829.95          |                     | 30,000,000       |                     | 30,000,000       |                   |                     |
| FINMC | 4.6250 | 11/15/96 | 5,000,000           | 4,963,847.92         | 4,978,125.00           |                     | 5,000,000        |                     | 5,000,000        |                   |                     |
| FCFLT | 5.4000 | 12/02/96 | 25,000,000          | 24,985,941.25        | 24,981,662.50          |                     | 25,000,000       |                     | 25,000,000       |                   |                     |
| FCFLT | 5.4000 | 12/02/96 | 10,000,000          | 9,994,329.24         | 9,992,665.00           |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| FIN B | 6.1600 | 01/02/97 | 10,000,000          | 10,087,284.91        | 10,059,375.00          |                     | 10,000,000       |                     | 10,000,000       |                   |                     |
| TVA   | 6.0000 | 01/15/97 | 5,620,000           | 5,627,610.42         | 5,636,684.37           |                     | 5,620,000        |                     | 5,620,000        |                   |                     |
| FIN B | 5.0500 | 02/19/97 | 33,150,000          | 33,146,503.71        | 33,148,115.23          |                     | 33,150,000       |                     | 33,150,000       |                   |                     |
| FIN B | 5.0100 | 02/28/97 | 30,000,000          | 29,991,841.71        | 29,991,796.88          |                     | 30,000,000       |                     | 30,000,000       |                   |                     |
| FIN L | 0.0000 | 05/05/96 | 20,000,000          | 19,744,027.78        | 19,734,855.56          |                     | 20,000,000       |                     | 20,000,000       |                   |                     |
| FIN L | 0.0000 | 06/13/96 | 20,000,000          | 19,725,266.67        | 19,715,333.33          |                     | 20,000,000       |                     | 20,000,000       |                   |                     |
| FIN L | 0.0000 | 06/13/96 | 20,000,000          | 19,725,266.67        | 19,715,333.33          |                     | 20,000,000       |                     | 20,000,000       |                   |                     |
| FIN L | 0.0000 | 06/27/96 | 20,000,000          | 19,689,922.22        | 19,682,666.67          |                     | 20,000,000       |                     | 20,000,000       |                   |                     |
|       |        |          |                     |                      |                        | SALES MATURITIES    | 2,650,000        | (14,795.83)         |                  |                   |                     |
|       |        |          |                     |                      |                        | FUND BASES          | 20,000,000       | (4,088.90)          |                  |                   |                     |
|       |        |          |                     |                      |                        | REALIZED GAINS/LOSS | 20,000,000       | (8,022.23)          |                  |                   |                     |

Ten Fund Portfolio Activity

Trail and Utility Activity

| DESK   | COITION | ACTIVITY | BE BEGINNING PAR VALUE | BE BEGINNING BOOK VALUE | BE BEGINNING MARKET VALUE | PURCHASES | SALES/ADJUSTMENTS | REVALUED C/WLOSS | ENDING PAR VALUE | ENDING BOOK VALUE | ENDING MARKET VALUE |
|--------|---------|----------|------------------------|-------------------------|---------------------------|-----------|-------------------|------------------|------------------|-------------------|---------------------|
| BILL   | 0.0000  | 07/05/96 | 20 000 000             | 19 650 350 00           | 19 657 100 00             |           | 20 000 000        | 1 597 22         | 10 000 000       | 9 920 022 22      | 9 914 061 11        |
| BILL   | 0.0000  | 07/05/96 | 20 000 000             | 19 650 350 00           | 19 657 100 00             |           | 20 000 000        | 1 597 22         | 10 000 000       | 9 920 022 22      | 9 914 061 11        |
| BILL   | 0.0000  | 07/05/96 | 20 000 000             | 19 651 400 00           | 19 657 100 00             |           | 20 000 000        | 638 88           | 20 000 000       | 19 821 668 89     | 19 807 566 67       |
| BILL   | 0.0000  | 07/05/96 | 10 000 000             | 9 825 000 00            | 9 828 550 00              |           | 10 000 000        |                  | 10 000 000       | 9 901 875 00      | 9 893 600 00        |
| BILL   | 0.0000  | 07/05/96 | 20 000 000             | 19 649 650 00           | 19 657 100 00             |           | 20 000 000        | 255 55           | 10 000 000       | 9 901 875 00      | 9 893 600 00        |
| BILL   | 0.0000  | 07/11/96 | 20 000 000             | 19 632 600 00           | 19 640 900 00             |           | 20 000 000        | 958 33           | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 07/11/96 | 20 000 000             | 19 632 233 33           | 19 640 900 00             |           | 20 000 000        | 600 00           | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 07/11/96 | 20 000 000             | 19 632 233 33           | 19 640 900 00             |           | 20 000 000        | 900 00           | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 07/11/96 | 20 000 000             | 19 632 600 00           | 19 640 900 00             |           | 20 000 000        | 2 644 44         | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 07/18/96 | 20 000 000             | 19 635 511 11           | 19 640 900 00             |           | 20 000 000        | 600 00           | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 07/18/96 | 20 000 000             | 19 635 511 11           | 19 625 111 11             |           | 20 000 000        | 8 605 55         | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 07/25/96 | 10 000 000             | 9 797 222 22            | 9 802 368 67              |           | 10 000 000        | 5 111 11         | 10 000 000       |                   |                     |
| BILL   | 0.0000  | 07/25/96 | 10 000 000             | 9 797 222 22            | 9 802 368 67              |           | 10 000 000        | (338 90)         | 10 000 000       |                   |                     |
| BILL   | 0.0000  | 08/01/96 | 10 000 000             | 9 799 400 00            | 9 802 368 67              |           | 10 000 000        | (338 90)         | 10 000 000       |                   |                     |
| BILL   | 0.0000  | 08/01/96 | 10 000 000             | 9 799 400 00            | 9 792 955 56              |           | 10 000 000        |                  | 10 000 000       |                   |                     |
| BILL   | 0.0000  | 08/08/96 | 20 000 000             | 19 580 444 44           | 19 587 088 89             |           | 25 000 000        | (7 875 00)       | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 08/15/96 | 10 000 000             | 9 781 508 34            | 9 773 200 00              |           | 25 000 000        | (25 916 66)      | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 08/15/96 | 25 000 000             | 24 431 781 25           | 24 406 944 45             |           |                   |                  | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 08/22/96 | 25 000 000             | 24 431 781 25           | 24 406 944 45             |           |                   |                  | 20 000 000       |                   |                     |
| BILL   | 0.0000  | 11/14/96 | 20 000 000             | 19 299 100 00           | 19 290 627 78             |           |                   |                  | 20 000 000       |                   |                     |
| NOTE   | 7.6250  | 02/06/97 | 20 000 000             | 19 086 100 00           | 19 024 844 45             |           | 10 000 000        |                  | 20 000 000       |                   |                     |
| NOTE   | 7.6250  | 04/30/96 | 10 000 000             | 10 029 730 80           | 10 032 812 50             |           | 10 000 000        |                  | 10 000 000       |                   |                     |
| NOTE   | 7.6250  | 04/30/96 | 10 000 000             | 10 029 760 18           | 10 032 812 50             |           | 10 000 000        |                  | 10 000 000       |                   |                     |
| NOTE   | 4.2500  | 05/15/96 | 10 000 000             | 10 030 000 76           | 10 032 812 50             |           | 10 000 000        |                  | 10 000 000       |                   |                     |
| NOTE   | 7.3750  | 05/15/96 | 10 000 000             | 9 969 935 52            | 9 982 812 50              |           | 10 000 000        |                  | 10 000 000       |                   |                     |
| NOTE   | 5.8750  | 05/31/96 | 15 000 000             | 15 048 742 84           | 15 065 625 00             |           | 15 000 000        |                  | 10 000 000       |                   |                     |
| NOTE   | 7.2500  | 08/31/96 | 20 000 000             | 20 028 211 81           | 20 031 250 00             |           | 20 000 000        | 297 82           | 20 000 000       |                   |                     |
| NOTE   | 7.2500  | 08/31/96 | 10 000 000             | 10 059 288 88           | 10 096 875 00             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 6.2500  | 08/31/96 | 10 000 000             | 10 063 624 84           | 10 096 875 00             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 6.2500  | 08/31/96 | 10 000 000             | 10 012 071 24           | 10 048 437 50             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 6.2500  | 08/31/96 | 10 000 000             | 10 023 195 52           | 10 048 437 50             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 6.2500  | 08/31/96 | 10 000 000             | 10 015 719 08           | 10 048 437 50             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 8.0000  | 10/15/96 | 13 535 000             | 20 024 015 75           | 20 096 875 00             |           |                   |                  | 13 535 000       |                   |                     |
| NOTE   | 4.3750  | 11/15/96 | 10 000 000             | 13 757 012 95           | 13 761 286 28             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 4.3750  | 11/15/96 | 10 000 000             | 9 909 779 72            | 9 939 062 50              |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 7.2500  | 11/15/96 | 10 000 000             | 9 909 779 72            | 9 939 062 50              |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 7.2500  | 11/15/96 | 10 000 000             | 10 104 300 90           | 10 134 375 00             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 7.2500  | 11/15/96 | 10 000 000             | 10 103 779 40           | 10 134 375 00             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 7.2500  | 11/15/96 | 10 000 000             | 10 103 779 40           | 10 134 375 00             |           |                   |                  | 10 000 000       |                   |                     |
| NOTE   | 7.5000  | 01/31/97 | 20 000 000             | 20 416 956 52           | 20 390 625 00             |           |                   |                  | 20 000 000       |                   |                     |
| NOTE   | 7.5000  | 01/31/97 | 20 000 000             | 20 419 378 70           | 20 390 625 00             |           |                   |                  | 20 000 000       |                   |                     |
| NOTE   | 7.5000  | 01/31/97 | 20 000 000             | 20 408 160 24           | 20 390 625 00             |           |                   |                  | 20 000 000       |                   |                     |
| FACDRI | 5.2500  | 04/05/96 | 10 000 000             | 10 209 689 35           | 10 195 312 50             |           |                   |                  | 10 000 000       |                   |                     |
| FACDRI | 5.2500  | 04/05/96 |                        |                         |                           |           |                   |                  | 15 000 000       |                   |                     |
| FACDRI | 5.3000  | 04/30/96 |                        |                         |                           |           |                   |                  | 10 150 000       |                   |                     |
| FACDRI | 5.3000  | 05/01/96 |                        |                         |                           |           |                   |                  | 2 000 000        |                   |                     |
| FACDRI | 5.3000  | 05/01/96 |                        |                         |                           |           |                   |                  | 20 000 000       |                   |                     |
| FACDRI | 5.3000  | 05/01/96 |                        |                         |                           |           |                   |                  | 8 500 000        |                   |                     |
| FACDRI | 5.3000  | 05/01/96 |                        |                         |                           |           |                   |                  | 10 118 750 00    |                   |                     |



Trust Fund Portfolio Activity

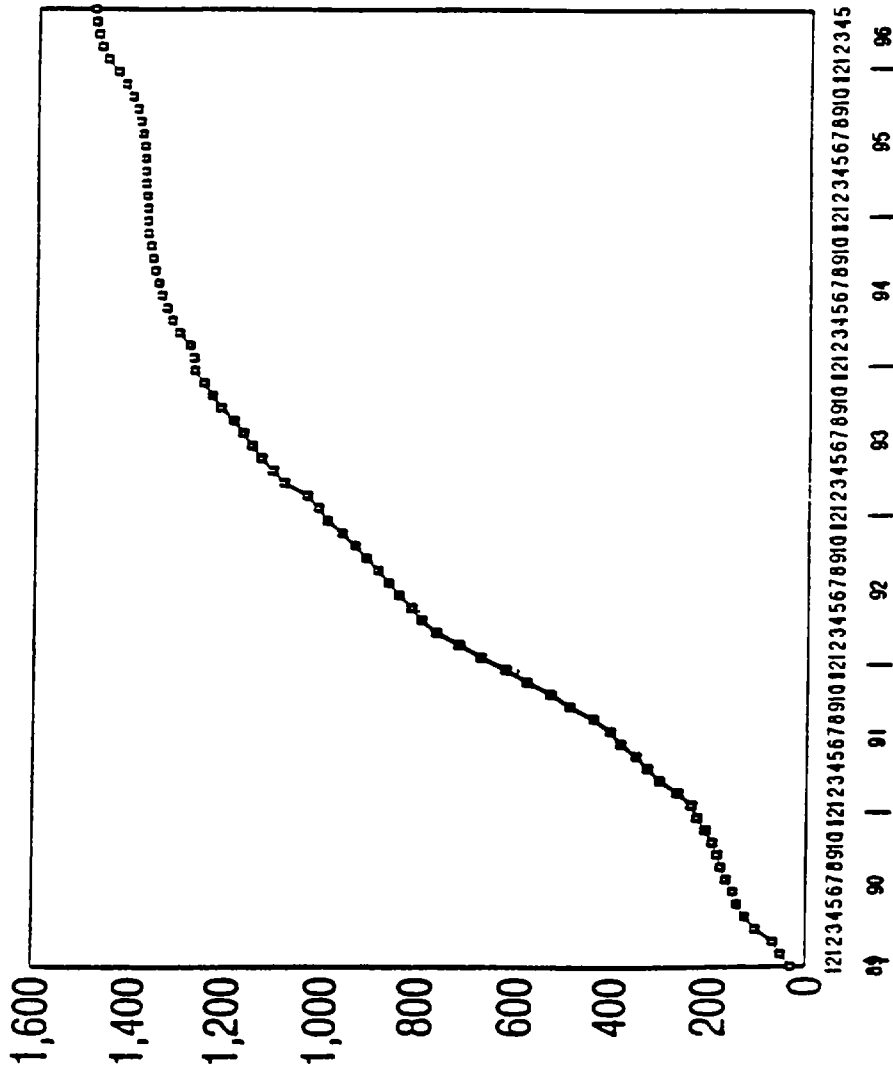
| DESK  | CURRENCY | MATURITY | BOOKING<br>PAR<br>VALUE | BOOKING<br>MARK<br>VALUE | BOOKING<br>MARKET<br>VALUE | PURCHASES  | SALES &<br>ADJUSTMENTS | REASIZED<br>(ADJUSTMENTS) | ENDING<br>PAR<br>VALUE | ENDING<br>MARK<br>VALUE | ENDING<br>MARKET<br>VALUE |
|-------|----------|----------|-------------------------|--------------------------|----------------------------|------------|------------------------|---------------------------|------------------------|-------------------------|---------------------------|
| FNDM  | 5 2700   | 05/24/96 | 10 000 000              |                          |                            | 10 000 000 |                        |                           | 20 000 000             | 19 824 794 45           | 19 824 794 45             |
| FCDM  | 5 2700   | 05/29/96 | 7 000 000               |                          |                            | 7 000 000  |                        |                           | 10 000 000             | 9 910 100 00            | 9 908 475 00              |
| FACDM | 5 2250   | 07/31/96 | 10 000 000              |                          |                            | 10 000 000 |                        |                           | 15 000 000             | 14 858 354 16           | 14 856 725 00             |
| FACDM | 5 2300   | 08/02/96 | 15 000 000              |                          |                            | 15 000 000 |                        |                           | 25 000 000             | 24 753 027 78           | 24 753 027 78             |
| FACDM | 5 2500   | 08/05/96 | 20 000 000              |                          |                            | 20 000 000 |                        |                           | 20 000 000             | 19 801 666 67           | 19 796 750 00             |
| FACDM | 5 2500   | 08/07/96 | 20 000 000              |                          |                            | 20 000 000 |                        |                           | 20 000 000             | 19 790 000 00           | 19 787 894 45             |
| FNDM  | 5 2500   | 08/12/96 | 20 000 000              |                          |                            | 20 000 000 |                        |                           | 20 000 000             | 19 784 988 89           | 19 782 083 33             |
| FACDM | 5 2300   | 08/14/96 | 15 000 000              |                          |                            | 15 000 000 |                        |                           | 15 000 000             | 14 834 383 34           | 14 832 845 83             |
| FACDM | 5 2250   | 08/21/96 | 30 000 000              |                          |                            | 30 000 000 |                        |                           | 40 000 000             | 29 647 312 50           | 29 637 833 33             |
| FACDM | 5 2100   | 08/23/96 | 40 000 000              |                          |                            | 40 000 000 |                        |                           | 20 000 000             | 38 518 138 89           | 38 513 733 33             |
| NOTE  | 5 7500   | 08/01/96 | 12 615 000              |                          |                            | 12 615 000 |                        |                           | 20 000 000             | 19 771 338 88           | 19 768 444 44             |
| NOTE  | 6 1250   | 08/05/96 | 11 000 000              |                          |                            | 11 000 000 |                        |                           | 11 000 000             | 12 619 233 68           | 12 622 884 37             |
| NOTE  | 5 3500   | 03/14/97 | 15 350 000              |                          |                            | 15 350 000 |                        |                           | 15 350 000             | 11 010 473 64           | 11 013 750 00             |
| NOTE  | 5 4100   | 03/14/97 | 10 000 000              |                          |                            | 10 000 000 |                        |                           | 10 000 000             | 15 294 835 93           | 15 294 835 93             |
| BILL  | 4 9100   | 03/08/97 | 10 000 000              |                          |                            | 10 000 000 |                        |                           | 10 000 000             | 9 987 187 50            | 9 987 187 50              |
| BILL  | 4 9200   | 03/08/97 | 10 000 000              |                          |                            | 10 000 000 |                        | (21 599 99)               | 10 000 000             | 9 620 838 89            | 9 587 700 00              |
| BILL  | 4 9200   | 03/08/97 | 10 000 000              |                          |                            | 10 000 000 |                        | (22 319 45)               | 10 000 000             |                         |                           |
| BILL  | 4 9100   | 03/06/97 | 10 000 000              |                          |                            | 10 000 000 |                        | (21 599 99)               | 10 000 000             |                         |                           |
| BILL  | 4 8150   | 03/06/97 | 10 000 000              |                          |                            | 10 000 000 |                        | (23 274 98)               | 10 000 000             |                         |                           |
| BILL  | 4 8450   | 03/05/97 | 20 000 000              |                          |                            | 20 000 000 |                        | 3 033 33                  | 20 000 000             |                         |                           |
| BILL  | 4 9100   | 03/05/97 | 20 000 000              |                          |                            | 20 000 000 |                        | 9 100 00                  | 20 000 000             |                         |                           |
| BILL  | 4 9600   | 03/06/97 | 20 000 000              |                          |                            | 20 000 000 |                        | (46 550 00)               | 20 000 000             |                         |                           |
| BILL  | 4 9600   | 03/06/97 | 20 000 000              |                          |                            | 20 000 000 |                        | (36 000 01)               | 20 000 000             |                         |                           |
| BILL  | 4 9100   | 03/08/97 | 40 000 000              |                          |                            | 40 000 000 |                        | (23 274 98)               | 20 000 000             | 19 233 955 58           | 19 175 400 00             |

Totals

1,435,225,000 1,428,371,288.84 1,428,658,392.42 539,615,000 1,164,070,000 (184,421.73) 810,770,000 805,635,835.13 805,810,193.29

# TexPool

## Number of Participants



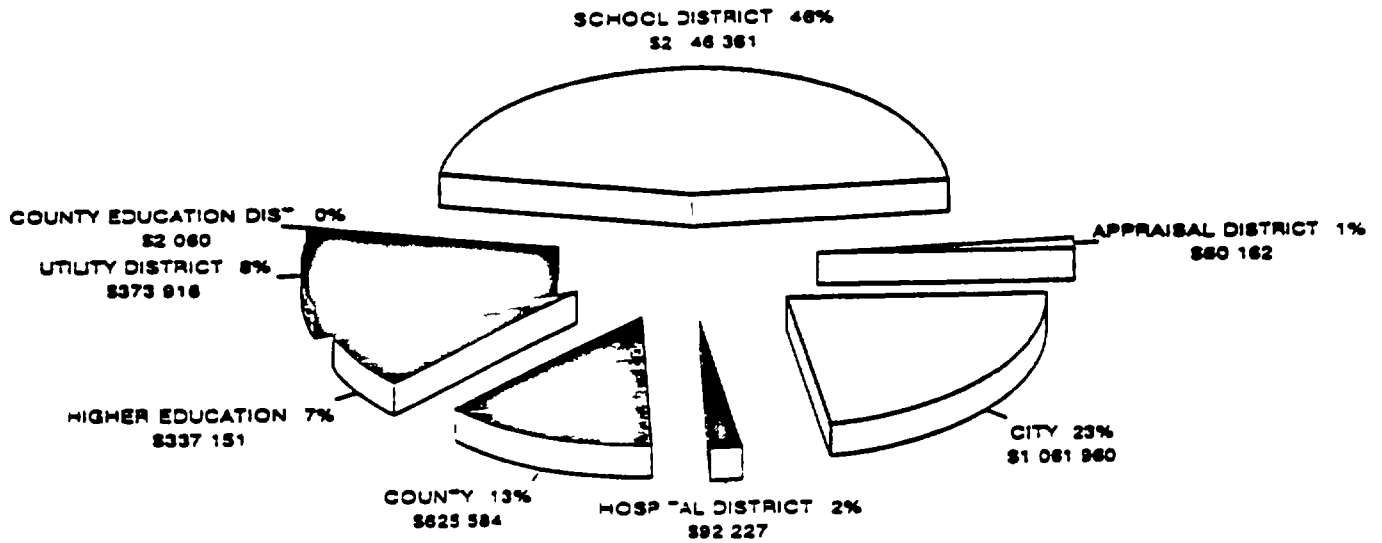
From 12/89 to 5/96  
1488 Total Participants

## Top Ten Entities

|                                     |               |
|-------------------------------------|---------------|
| City of El Paso                     | 2.45%         |
| Carrollton Farmers Branch ISD       | 1.74%         |
| El Paso ISD                         | 1.44%         |
| Ector County ISD                    | 1.20%         |
| Beaumont ISD                        | 1.12%         |
| Deer Park ISD                       | 1.08%         |
| Corpus Christi ISD                  | 1.08%         |
| Fort Bend ISD                       | 0.97%         |
| City of Odessa                      | 0.95%         |
| El Paso County                      | 0.94%         |
| <b>Total for Top Ten</b>            | <b>12.97%</b> |
| <b>% balances &lt; \$3 million</b>  | <b>78%</b>    |
| <b># of Entities with a balance</b> | <b>1227</b>   |
| <b># of Accounts</b>                | <b>7735</b>   |
| <b>Avg # of Accts</b>               | <b>5.19</b>   |
| <b>12 month Growth of Entities</b>  | <b>8.06</b>   |

# TexPool

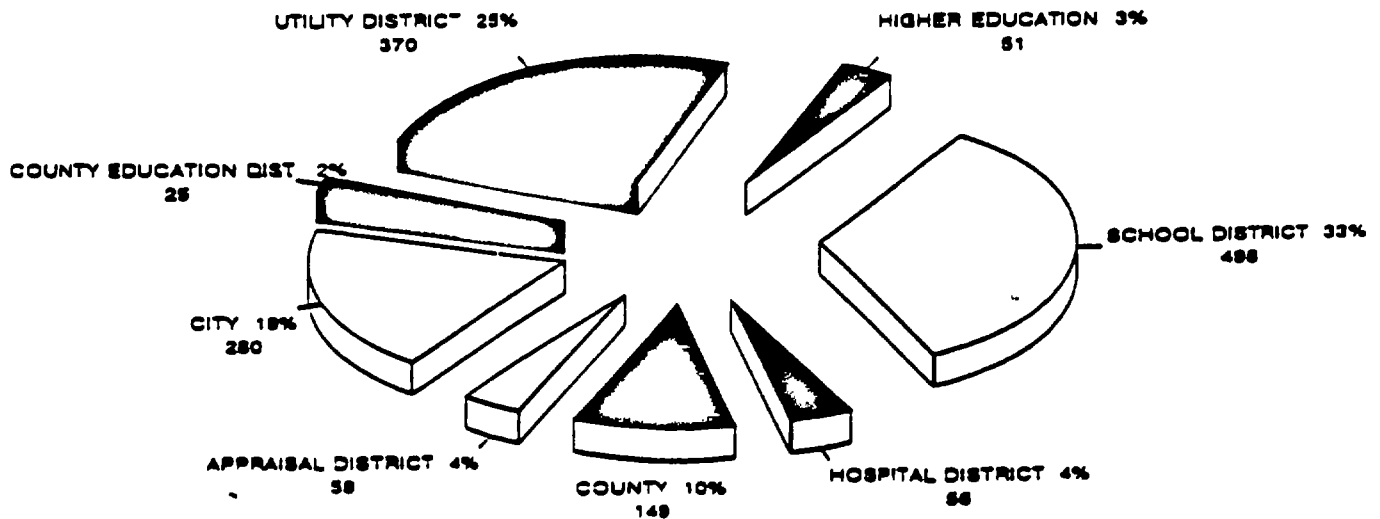
## Balance By Account Type



Total of \$4,699,420,107.49 Values in thousands as of 6/10/96

# TexPool

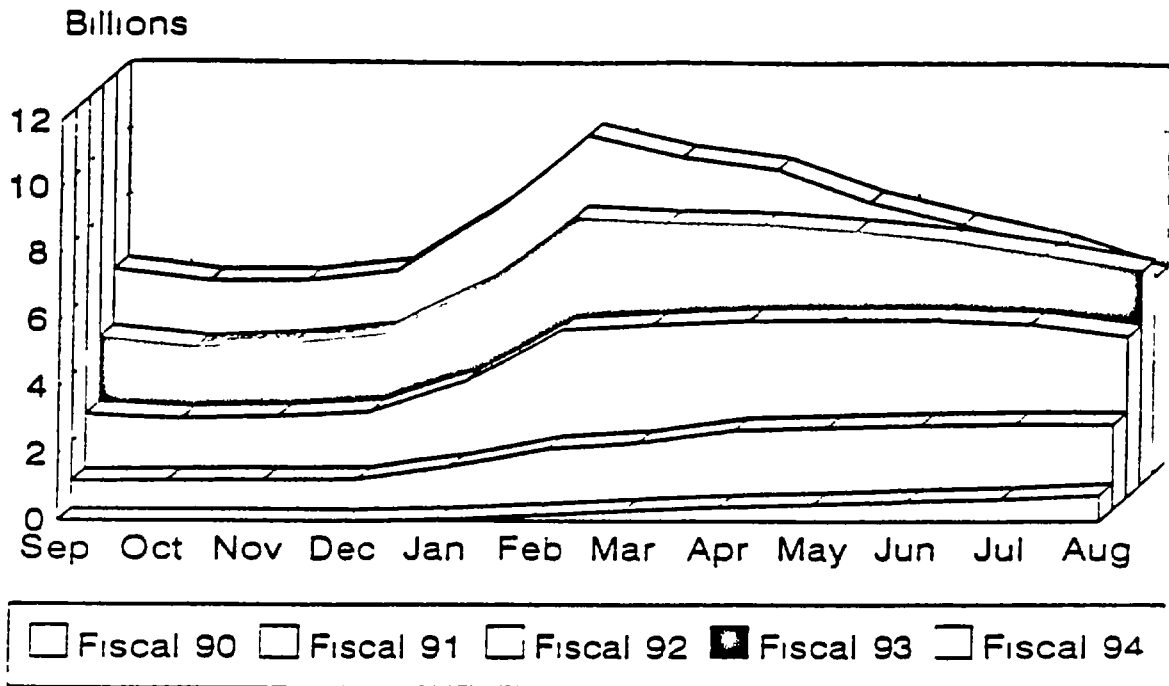
## Number of Participants by Account Type



1488 Total Participants on 5/31/96

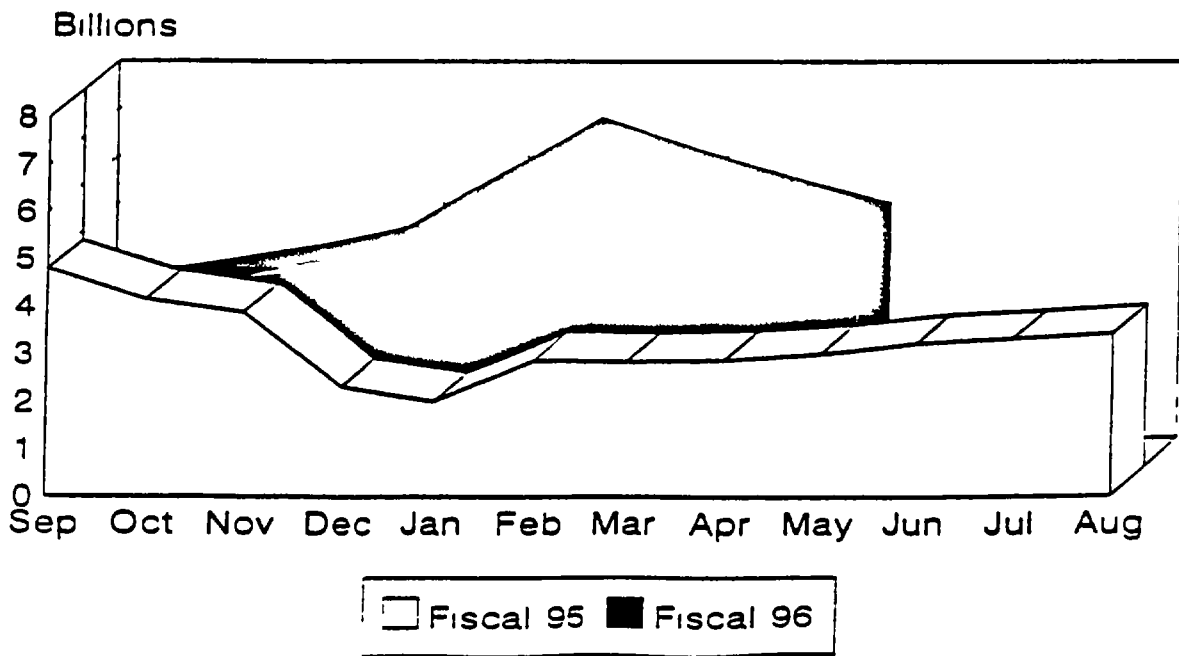
# TexPool

## Average Monthly Balance



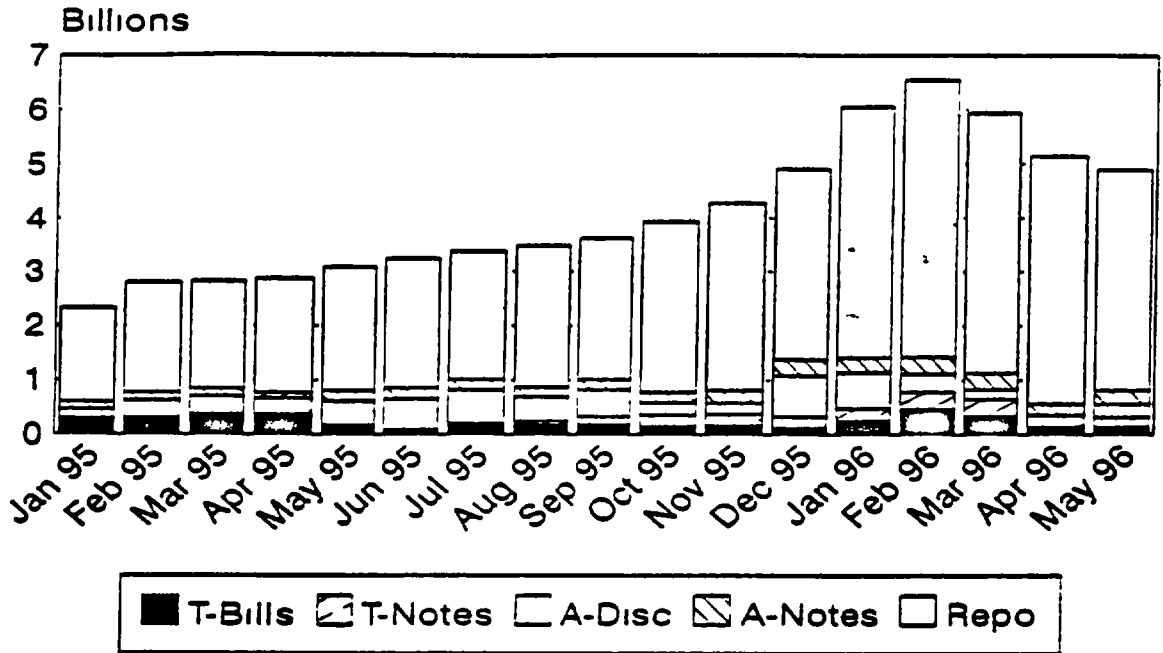
# TexPool

## Average Monthly Balance



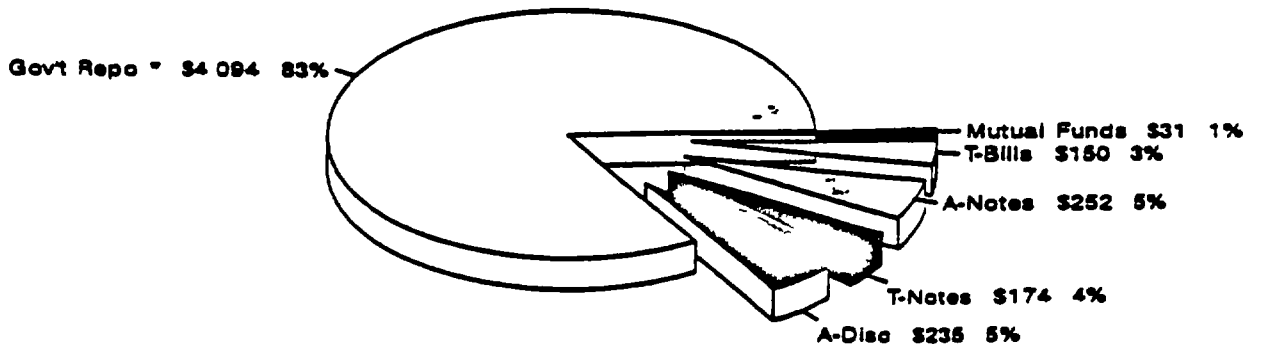
# TEXPOOL

## Portfolio Composition and Balance



# TEXPOOL

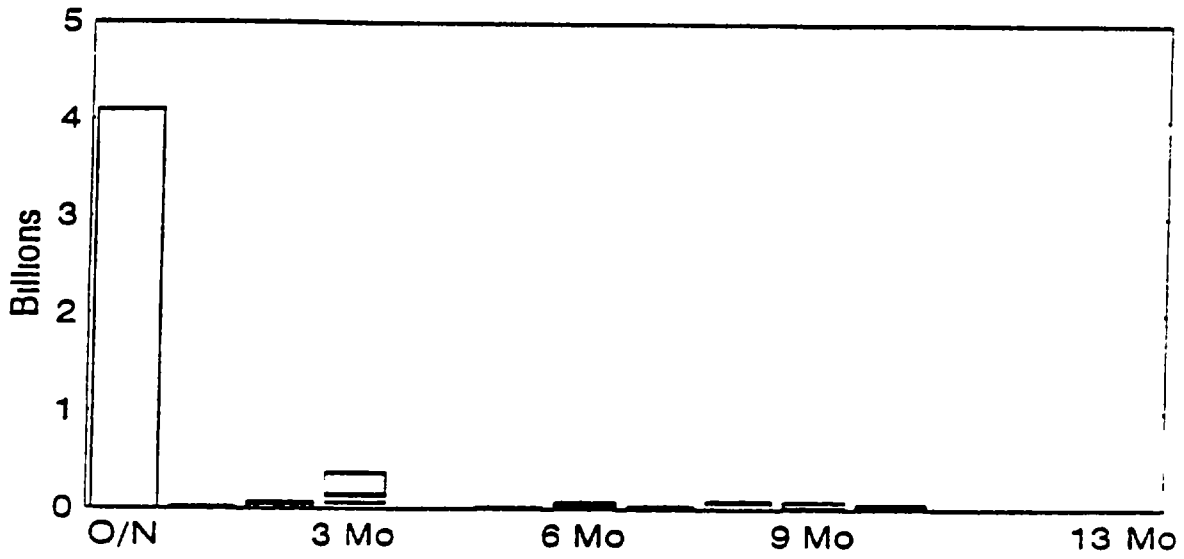
## Asset Allocation



Breakdown (in millions) as of 05/31/96 includes \$ 93mm Reverse Repos

# TEXPOOL

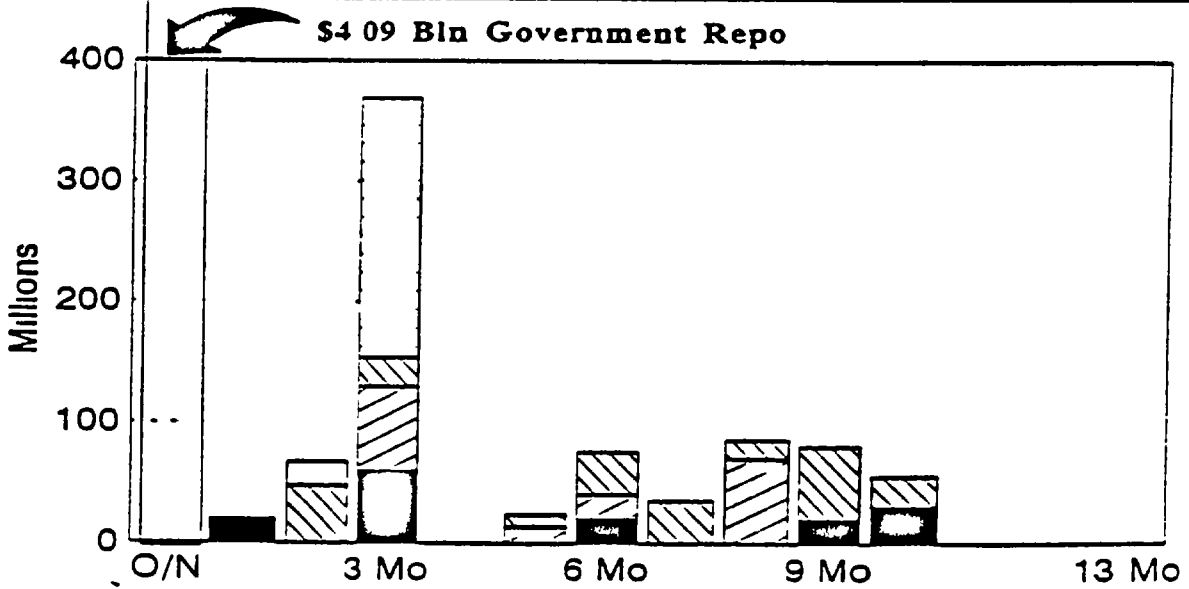
## Maturity Summary



T-Bills
  T-Notes
  Agency Nts
  Agency Disc
  Cash Balance

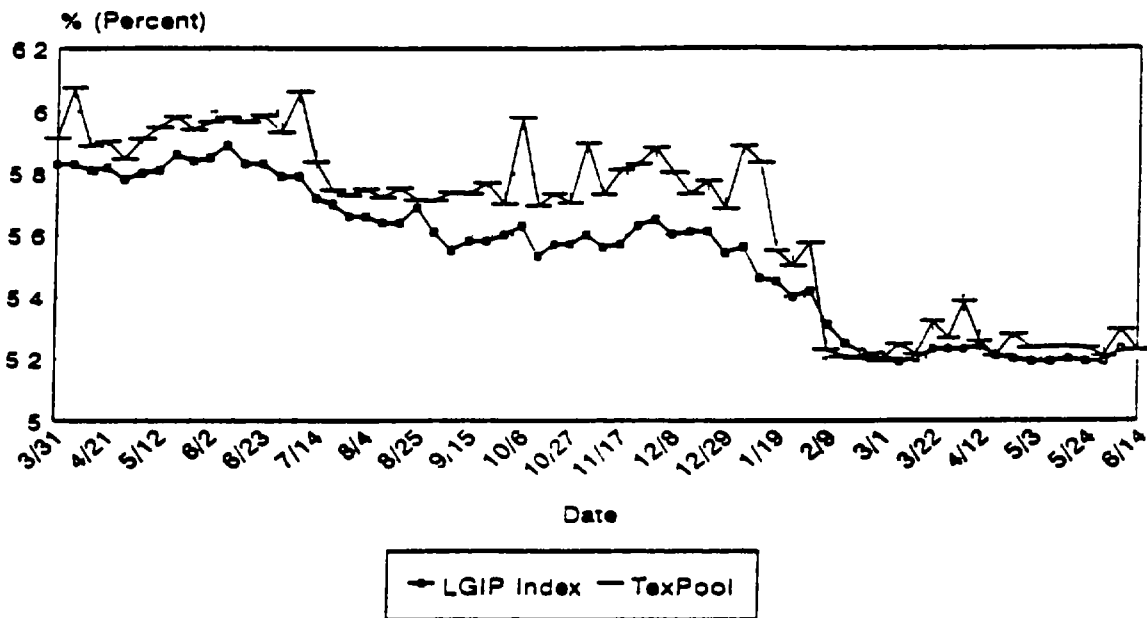
# TEXPOOL

## Maturity Summary



T-Bills
  T-Notes
  Agency Nts
  Agency Disc

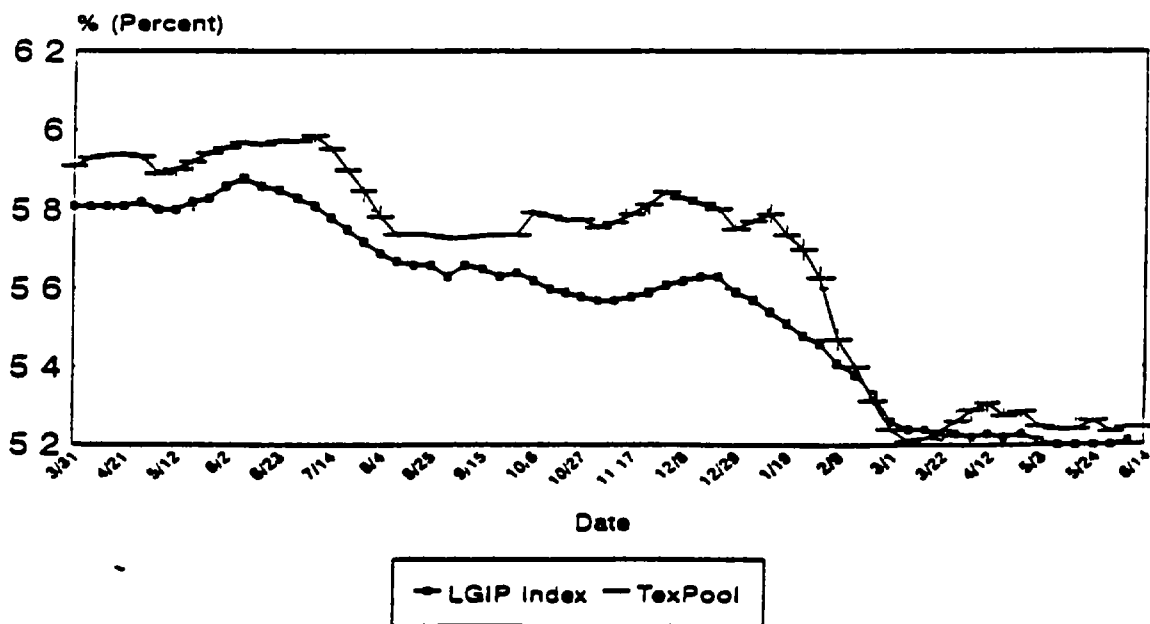
## Yield (7 Day) Comparison



Standard & Poor's Local Government Investment Pool Index vs TexPool

# TexPool

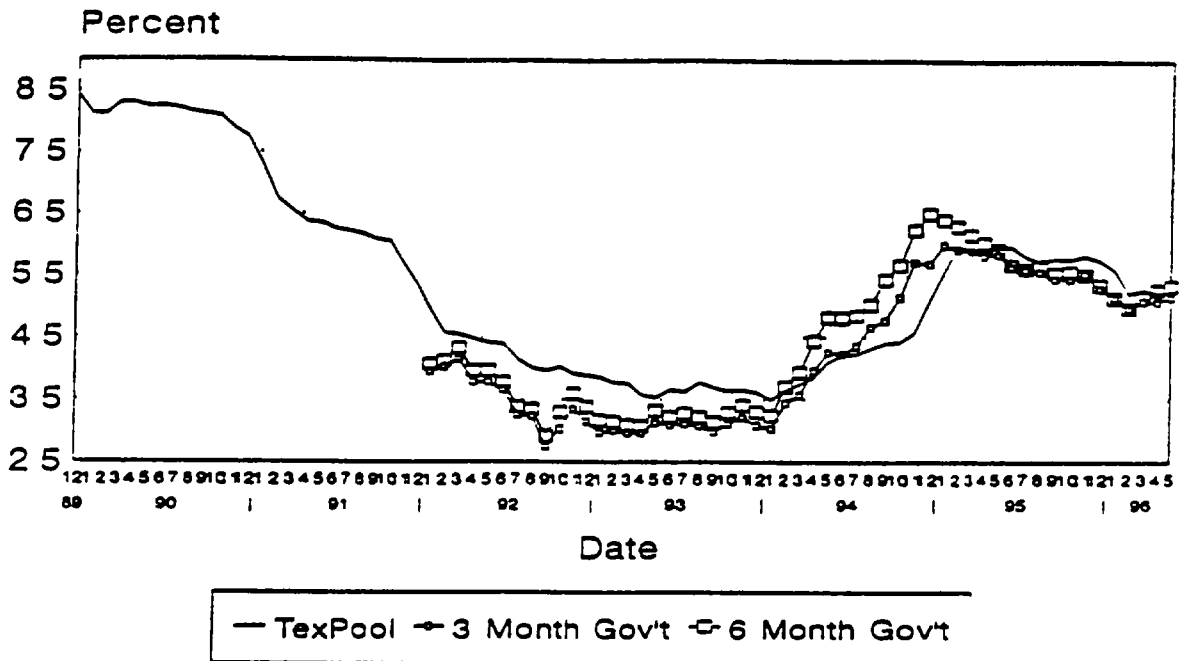
## Yield (30 Day) Comparison



Standard & Poor's Local Government Investment Pool Index vs TexPool

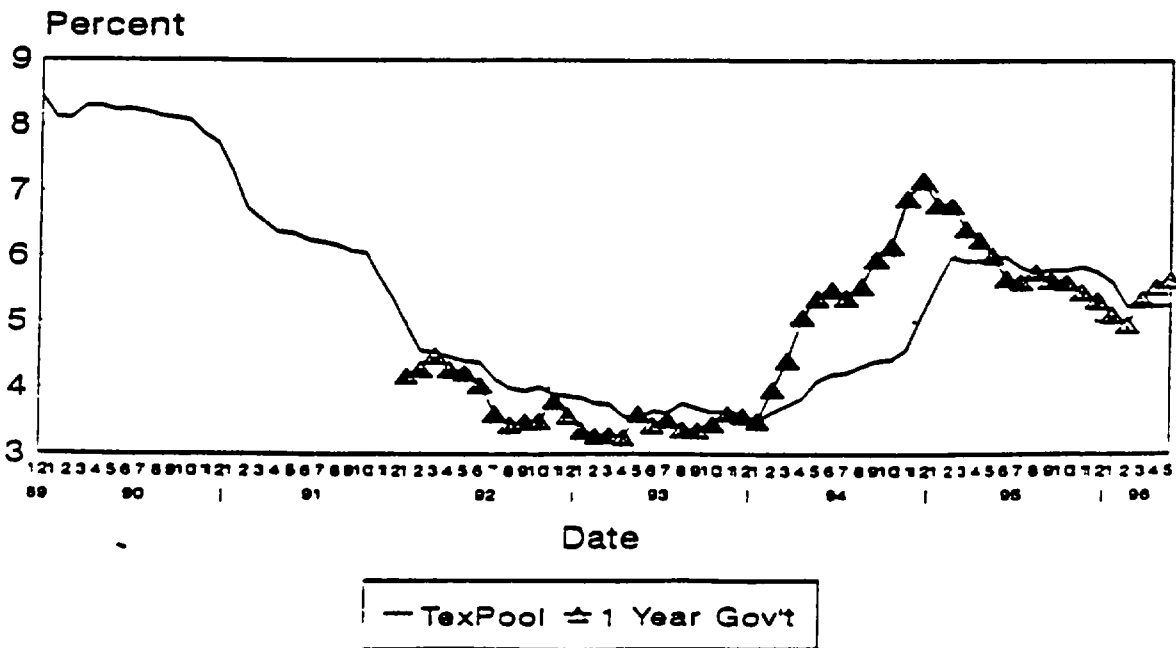
# TexPool

## Monthly Average Rate



# TexPool

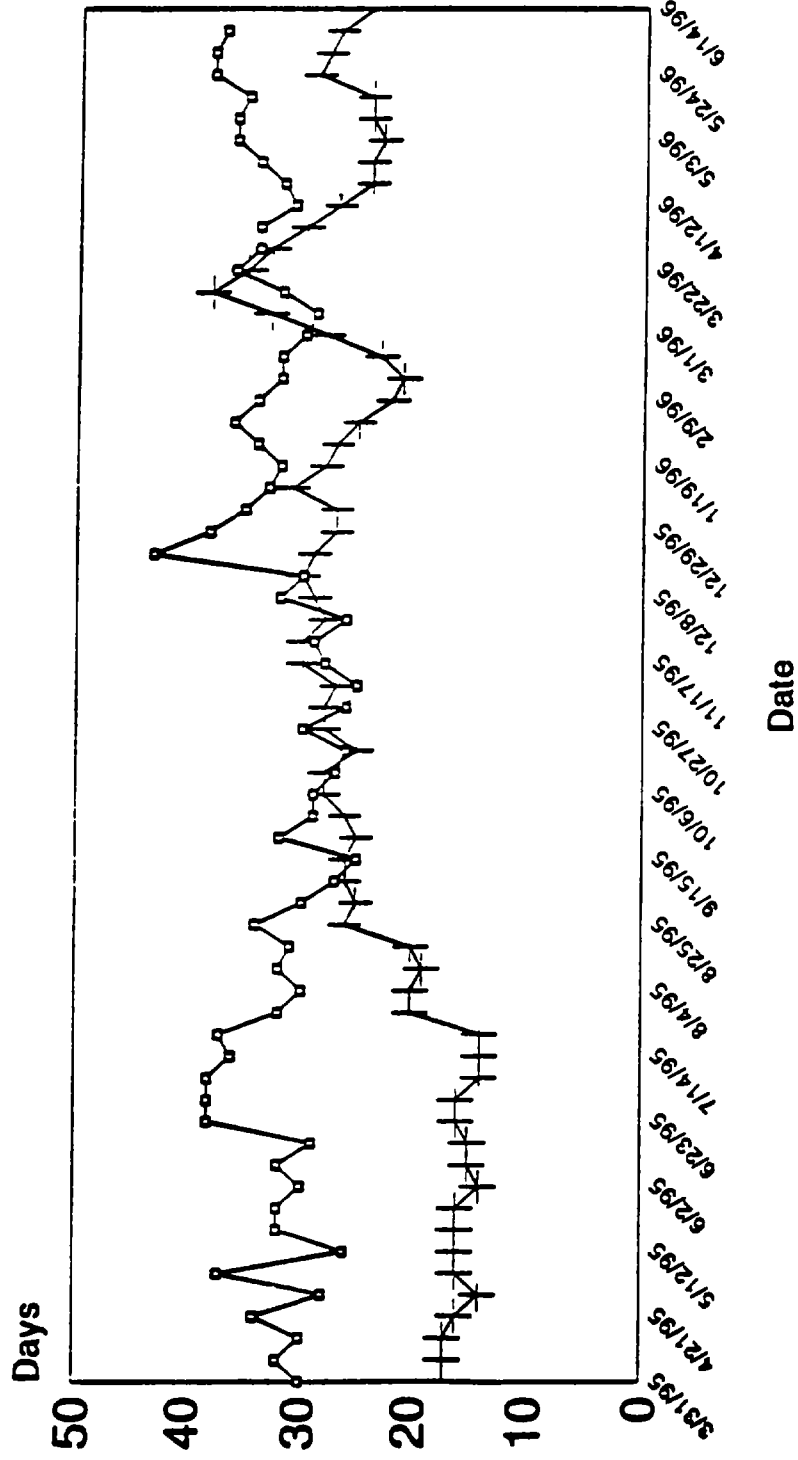
## Monthly Average Rate





# TexPool

## Weighted Average Maturity Comparison



— LGIP Index — TexPool

RENEWAL, EXTENSION AND ADDENDUM  
TO LEASE AGREEMENT

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS Renewal, Extension and Addendum to Lease Agreement is made and entered into <sup>effective</sup> ~~was~~ the 12<sup>th</sup> day of ~~August~~ <sup>September</sup>, 1996, by and between VIVIAN FRANCES JACKSON, individually and as Independent Executrix of the Estate of Moody Stone Jackson, Jr , and MOODY STONE JACKSON, III and GARVEY JACKSON, Co-Trustees of the trusts created in the Last Will and Testament of Moody Stone Jackson, Jr in probate under Cause No 5572 of the County Court at Law of Polk County, Texas (hereinafter jointly referred to as "Lessor"), and POLK COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Lessee"), acting herein by and through its undersigned County Judge, duly authorized to execute these presents on behalf of and as a binding obligation of Lessee,

W I T N E S S E T H :

1

Lessee hereby exercises its option to renew and extend the term of the Lease Agreement dated February 12, 1996, by and between

VIVIAN FRANCES JACKSON, MOODY STONE JACKSON, III, and GARVEY JACKSON, ("Lessor"), and POLK COUNTY, TEXAS ("Lessee"), as provided for in Article 1 TERM of the Lease Agreement attached hereto, marked "Exhibit A", and made a part hereof by reference for all purposes

2

In addition to the property described in the Lease Agreement attached hereto as "Exhibit A", Lessor hereby demises and leases to Lessee, and Lessee leases from Lessor in its present condition, the premises situated in the City of Livingston, Polk County, Texas, depicted as Building "D" and Building "E" upon "Exhibit A" attached hereto, for the sum of Four Hundred and No/100 [\$400 00] Dollars per month

3

All other terms and conditions of the Lease Agreement attached hereto as "Exhibit A" will remain the same and be in full force and effect as if copied verbatim herein

2

DATED this the 23rd day of August, 1996

Vivian Frances Jackson

VIVIAN FRANCES JACKSON, Individually and as Independent Executrix of the Estate of moody Stone Jackson, Jr , Deceased

Moody Stone Jackson III

MOODY STONE JACKSON, III

Garvey Jackson  
GARVEY JACKSON

Co-Trustees of the Moody Stone Jackson, Jr Testamentary Trusts

LESSOR

POLK COUNTY, TEXAS

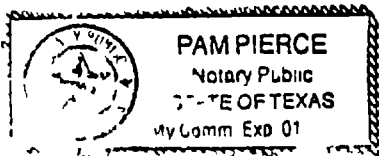
John P Thompson  
BY JOHN P THOMPSON, County Judge

LESSEE

THE STATE OF TEXAS \*

COUNTY OF POLK \*

THIS INSTRUMENT was acknowledged before me on the 23rd day of August, 1996, by VIVIAN FRANCES JACKSON, Individually and as Independent Executrix of the Estate of Moody Stone Jackson, Jr , Deceased, and in the capacity therein stated

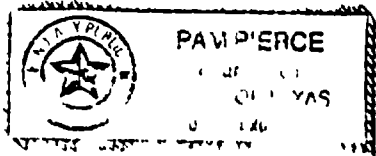


Pam Pierce  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 23rd day of August, 1996, by MOODY STONE JACKSON, III, Co-Trustee of the Moody Stone Jackson, Jr Testamentary Trusts, and in the capacity therein stated

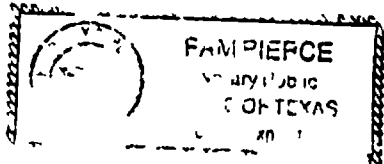


Pam Pierce  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 23rd day of August, 1996, by GARVEY JACKSON, Co-Trustee of the Moody Stone Jackson, Jr Testamentary Trusts, and in the capacity therein stated



Pam Pierce  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 23rd day of August, 1996, by JOHN P. THOMPSON, County Judge of Polk County, Texas, in the capacity therein stated



Marcia Cook  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

LEASE AGREEMENT

THE STATE OF TEXAS &gt;&lt;

COUNTY OF POLK &gt;&lt;

This Lease Agreement made and entered into this 12<sup>th</sup> day of February, 1996, by and between VIVIAN FRANCES JACKSON, individually and as Independent Executrix of the Estate of Moody Stone Jackson, Jr , and MOODY STONE JACKSON III and GARVEY JACKSON, Co-Trustees of the trusts created in the Last Will and Testament of Moody Stone Jackson, Jr in probate in Cause No 5572 in the County Court at Law of Polk County, Texas (hereinafter jointly referred to as "Lessor"), and POLK COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "Lessee"), acting herein by and through its undersigned County Judge, duly authorized to execute these presents in behalf of and as a binding obligation of Lessee,

## W I T N E S S E T H

That in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor hereby demises and leases to Lessee and Lessee leases from Lessor in their present condition, the premises situated in the City of Livingston, Polk County, Texas, depicted as Buildings "A" and "B" upon "Exhibit A" attached hereto, together with all reasonable access thereto for its business purposes and curbside parking adjacent to said Buildings "A" and "B" insofar as any of such access/parking areas may be owned by Lessor, hereinafter called the "Leased Premises", situated upon and a part of the land described by reference upon "Exhibit B" attached hereto, to each of which Exhibits reference is here made for all descriptive purposes. No store equipment, furniture, fixtures and other personal property are included in this agreement, except in so far as the same may be attached to and used as a part of the building, i e , heating and air conditioning equipment, electrical fixtures, carpet on the floor and items of like nature. All other areas of the land

"Exhibit A"

described upon said "Exhibit B" are reserved by Lessor for use by them, their successors, assigns or lessees

As part of the consideration herein, Lessee agrees to furnish electricity to Building "C" depicted on "Exhibit A" attached and to allow the occupants of said Building "C" and their business guests to use the restroom facilities in Building "A" during regular business hours, all without charge

ARTICLE 1 TERM

1 01 The Primary Term of this lease shall commence on June 1, 1996, and terminate on September 30, 1996

Lessee, for a valuable consideration, the receipt of which is hereby acknowledged, is further granted the option of renewing and extending the term hereof year by year for an additional four (4) consecutive one (1) year intervals, upon written notice of the exercise of such option by Lessee to Lessor each year ninety (90) days prior to the termination of that lease year

In the event no funds, or insufficient funds, are appropriated and budgeted, or are otherwise not available by any means whatsoever in any fiscal period for lease payments due under this lease, then the Lessee will immediately notify the Lessor of such occurrence and this lease shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee of any kind whatsoever, except as to the portions of lease payments herein agreed upon for which funds shall have been appropriated and budgeted, or are otherwise available In the event of such termination, Lessee agrees to peaceably surrender possession of the building to Lessor on the date of such termination Lessor will have all legal and equitable rights and remedies to take possession of the building

Lease Year Defined

1 02 The term "Lease Year" as used herein shall mean the primary term of June 1, 1996, to September 30, 1996, and thereafter

a twelve month period commencing October 1st and ending September 30th for any optional extensions hereof

ARTICLE 2 RENT

Minimum Rent

2 01 Lessee agrees to pay to Lessor in Polk County, Texas, without prior demand therefor and without any deduction or setoff whatsoever, in lawful money of the United States of America, as a fixed minimum rent during the Primary Term of this lease, (a) the sum of \$600 00 in advance as rent for the period ending June 30, 1996, (b) the sum of \$600 00 per month in advance on the 1st day of each month thereafter commencing with the rent due on July 1, 1996, and concluding with that due for the month of September 1996. Thereafter, during any extended optional terms of this lease, such rent shall be due and payable, except as herein described, on the 1st day of each calendar month and in advance for that month's occupancy of the leased premises

ARTICLE 3 BUSINESS

3 01 Lessee shall occupy and use the leased premises for the use and purposes for which it is let, i e , the governmental functions of Lessee prescribed by statute and for no other purposes, continuously during the term of this agreement and any extensions thereof. However, subject to the provisions of Article 9 hereof, Lessee may at its option sublease all or any part of the leased premises to third parties for use as a non-governmental business facility. In connection therewith, Lessee represents that it has determined that said premises are suitable for its purposes and accepts the possession of same in their present condition, without obligation on the part of Lessor to furnish or pay for any improvements or changes to said premises



ARTICLE 4 SURRENDER OF PREMISES

Maintenance

4 01 Lessor shall be responsible for maintenance of the foundation of the building and its exterior walls, to the extent of their present condition, and Lessee shall be responsible for the maintenance of the remainder of the leased premises, to the extent of their present condition

Surrender

4 02 By entering unto the demised premises Lessee shall be deemed to have accepted them as being in good and sanitary condition and repair and agrees to throughout the lease term maintain the portion of the building and other improvements constituting the leased premises free from waste or nuisance and to deliver up said premises to Lessor in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Lessee to Lessor as additional rental on the next rental installment date

Statutory Compliance

4 03 Lessee agrees that alterations, additions and improvements made by it to the leased premises shall comply with all applicable governmental codes, regulations and ordinances. Should any governmental agency, individual or legal entity demand or require the remodeling of the premises to comply with requirements of the Americans With Disabilities Act (ADA), or other governmental requirements, either party hereto at its option may declare this lease void, and Lessee shall promptly surrender possession thereof to Lessor, as of their former estate

## ARTICLE 5 OBLIGATIONS OF LESSOR AND LESSEE

Taxes and Assessments

5 01 Lessor shall pay the ad valorem taxes assessed on the property as of its present condition Lessee shall reimburse Lessor for any additional taxes, special assessments and governmental charges of every character imposed on Lessor during the term of this lease for any improvements made by it to the leased premises, or any part thereof, and any personal property placed by it in or on said premises Lessee shall further reimburse Lessor for its pro rata share of any increase in ad valorem taxes assessed against the land and buildings described herein over and above the 1995 ad valorem taxes thereon

Alterations, Additions and Improvements

5 02 Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions or improvements to the leased premises, except as herein provided, without the prior consent of Lessor Consent for nonstructural alterations, additions or improvements shall not be reasonably withheld by Lessor Subject thereto, Lessee shall have the right at all times to erect or install shelves or other trade fixtures, provided that Lessee comply with all applicable governmental laws, ordinances and regulations Lessee shall have the right to remove at the expiration of this lease such items so installed, provided Lessee is not in default hereunder However, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal

5 03 Except as herein expressly provided, all alterations, additions or improvements made by Lessee and any personal property left by Lessee in or on the premises at the termination of the lease shall become the property of Lessor and subject to disposition as Lessor sees fit

Signs

5 04 Lessee shall have the right to paint signs on the windows of the leased premises, subject to any applicable laws. Lessee shall remove such signs at the termination of this lease, and shall repair any damage caused by such removal to the present condition of said premises.

Utility Charges

5 05 Lessee shall pay all utility deposits and charges for water, electricity, heat, gas and power used in and about the premises to the utility company or municipality furnishing the same, before the same shall become delinquent.

Insurance

5 06 Lessee shall, at its own expense, during the term of this lease, provide and maintain in force public liability and third party property damage insurance in an amount not less than \$500,000 00 per occurrence and \$500,000 00 aggregate, covering Lessor and parties referred to in Article 10 1 in their individual capacities as additional insured parties by a policy or policies with one or more responsible insurance companies duly authorized to transact business in Texas. Lessee shall furnish Lessor with copy of such policy or certificate of insurance required by this section. If Lessee does not maintain such insurance in full force and effect, Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within ten (10) days after such notice certification showing all such insurance to be in full force and effect, Lessor may, at their option, take out the necessary insurance to comply with the provisions hereof and pay the premiums on the items specified in such notice, and Lessee covenants thereupon on demand to reimburse and pay Lessor any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the then highest legal rate per annum from the date of such payment by

Lessor until repaid by Lessee

Lessee further agrees to maintain fire and extended coverage insurance upon the leased buildings during the term hereof for their full replacement value with Lessor as insured party and beneficiary in such policy, and to furnish evidence thereof to Lessor

Fire and Casualty Damage

5 07 If either of the leased buildings should be damaged or destroyed by fire, tornado or other casualty, Lessee shall give immediate notice thereof to Lessor, their successors or assigns

Total Destruction

(a) If either of the leased buildings on the leased premises should be totally destroyed by fire, tornado or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty (30) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall terminate and rent shall be abated for the unexpired portion of this lease, effective as of the date of said written notification

Partial Damage

(b) If either of leased buildings should be damaged by fire, tornado or other casualty, but only to such an extent that rebuilding or repairs can reasonably be completed within thirty (30) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall not automatically terminate but Lessor may at Lessor's option terminate or elect to rebuild or repair such building to substantially the condition in which it existed prior to such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which it or they are untenable shall be adjusted equitably. In the event that Lessor

should fail to complete such rebuilding or repairs within thirty (30) working days from the date of written notification, or shall give notice to lessor of their intention not to repair said building, Lessee may at its option, terminate this lease by written notification at such time to Lessor, whereupon all rights and obligations of either party hereunder shall cease

Condemnation

5 08 If during the term of this lease or any extension or renewal thereof, all or any part of the leased premises or the property in or on which it is situated should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority, and Lessor shall receive all proceeds from such taking of said land and/or building and damages awarded by reason thereof Lessee covenants and agrees not to exercise any right of eminent domain which it may have with regard to any of the premises described upon "Exhibit B" hereof

ARTICLE 6 INDEMNITY

6 01 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or that of any sub-tenant on such premises by, through and under Lessee, or from any breach on the part of Lessee of any conditions of this lease, or from any act of alleged negligence of Lessee, its officers, agents, contractors or employees in or about the leased premises

## ARTICLE 7 DEFAULT

Default by Lessee

7 01 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty (30) days after written notice from Lessor, or should any person or legal entity other than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings or other operation of law in any manner whatsoever, Lessor may at their option, without notice to Lessee, terminate this lease, or in the alternative, Lessor or their agents may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor

7 02 All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law Such rights and remedies may be exercised and enforced concurrently and whenever and as often as an occasion therefor arises

Default by Lessor

7 03 If Lessor defaults in the performance of any term, covenant or condition required to be performed by her under this agreement, Lessee may elect either one of the following

- (a) After not less than thirty (30) days written notice to

Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel; all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

(b) Elect to terminate this agreement on giving at least thirty (30) days notice to Lessor of such termination, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty (30) days period

ARTICLE 8 INSPECTION BY LESSOR

8 01 Lessee shall permit Lessor and persons authorized by them or the then owner of such property to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making any repairs or alterations to the building

ARTICLE 9 ASSIGNMENT AND SUBLEASE

9 01 Lessee shall not have the right without the consent of Lessor to assign this lease, or any interest therein, or to sublet the leased premises, or any part thereof, or any right or privilege pertinent thereto

ARTICLE 10 MISCELLANEOUS

Notices and Addresses

10 01 All notices provided to be given under this agreement shall be given by U S Certified Mail, Return Receipt Requested, addressed to the proper party, at the following address:

Lessor

Mrs Vivian Frances Jackson  
Independent Executrix of  
the Estate of Moody Stone  
Jackson, Jr , Deceased  
619 West Noblitt  
Livingston, Texas 77351

Lessee:

Polk County, Texas  
P O Box 2119  
Livingston, Texas 77351  
Attn: County Judge John  
Thompson or his  
successor in  
office

and to

Moody Stone Jackson III  
and Carvey Jackson, Co-Trustees  
of the trusts established in  
the Last Will and Testament of  
Moody Stone Jackson, Jr  
206 West Abbey  
Livingston, Texas 77351

Parties Bound

10 02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement

Texas Law to Apply

10 03 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas

Legal Construction

10 04 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

Prior Agreements Superseded

10 05 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter

Amendment

10 06 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto



Rights and Remedies Cumulative

10 07 The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its or her right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

Waiver of Default

10 08 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be waiver of any other breach of the same or any other term, condition or covenant contained herein.

Attorney's Fees

10 09 In the event Lessor or Lessee breach any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Force Majeure

10 10 Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, condemnation under power of eminent domain and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence

10 11 Time is of the essence of this agreement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto

execute this agreement effective as of the date and year first above written

Vivian Frances Jackson  
VIVIAN FRANCES JACKSON, Individually  
and as Independent Executrix of the  
Estate of Moody Stone Jackson, Jr ,  
Deceased

Moody Stone Jackson III  
MOODY STONE JACKSON III

Garvey Jackson  
GARVEY JACKSON

Co-Trustees of the Moody Stone  
Jackson, Jr Testamentary Trusts

LESSOR

POLK COUNTY, TEXAS

BY: John P. Thompson  
JOHN P THOMPSON, COUNTY JUDGE

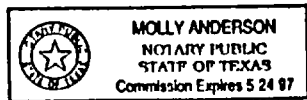
LESSEE

THE STATE OF TEXAS ><

COUNTY OF POLK ><

This instrument was acknowledged before me on the 12 day  
of February, A D 1996, by VIVIAN FRANCES JACKSON,  
Individually and as Independent Executrix of the Estate of Moody  
Stone Jackson, Jr , Deceased, and in the capacity therein stated

Molly Anderson  
Notary Public in and for  
the State of Texas

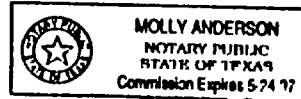


THE STATE OF TEXAS ><

COUNTY OF POLK ><

This instrument was acknowledged before me on the 12 day of February, A D 1996, by MOODY STONE JACKSON III, Co-Trustee of the Moody Stone Jackson, Jr Testamentary Trusts, and in the capacity therein stated

Molly Anderson  
Notary Public in and for  
the State of Texas

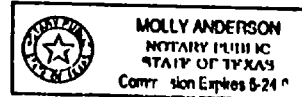


THE STATE OF TEXAS ><

COUNTY OF POLK ><

This instrument was acknowledged before me on the 12 day of February, A D 1996, by GARVEY JACKSON, Co-Trustee of the Moody Stone Jackson, Jr Testamentary Trusts, and in the capacity therein stated

Molly Anderson  
Notary Public in and for  
the State of Texas



THE STATE OF TEXAS ><

COUNTY OF POLK ><

This instrument was acknowledged before me on the 12<sup>th</sup> day of February, A D 1996, by JOHN P THOMPSON, COUNTY JUDGE OF POLK COUNTY, TEXAS, in the capacity therein stated

Priscia Cook  
Notary Public in and for  
the State of Texas



BEING 0.329 acre of land, more or less, situated upon the M. L. Choate League, A-15, in Polk County, Texas, described in deed from Mattie C. Jackson to Moody S. Jackson, Jr. and wife, Vivian F. Jackson, dated June 16, 1970, recorded in Volume 348, Page 609 et seq. of the Deed Records of Polk County, Texas, to which deed and its recordation reference is here made for all pertinent purposes

SIGNED FOR IDENTIFICATION

Vivian Frances Jackson  
VIVIAN FRANCES JACKSON, individually and as Independent executrix of the Estate of Moody Stone Jackson, Jr., Deceased

Moody Stone Jackson III  
MOODY STONE JACKSON III

Garvey Jackson  
GARVEY JACKSON

Co-Trustees of the Moody Stone Jackson, Jr. Testamentary Trusts

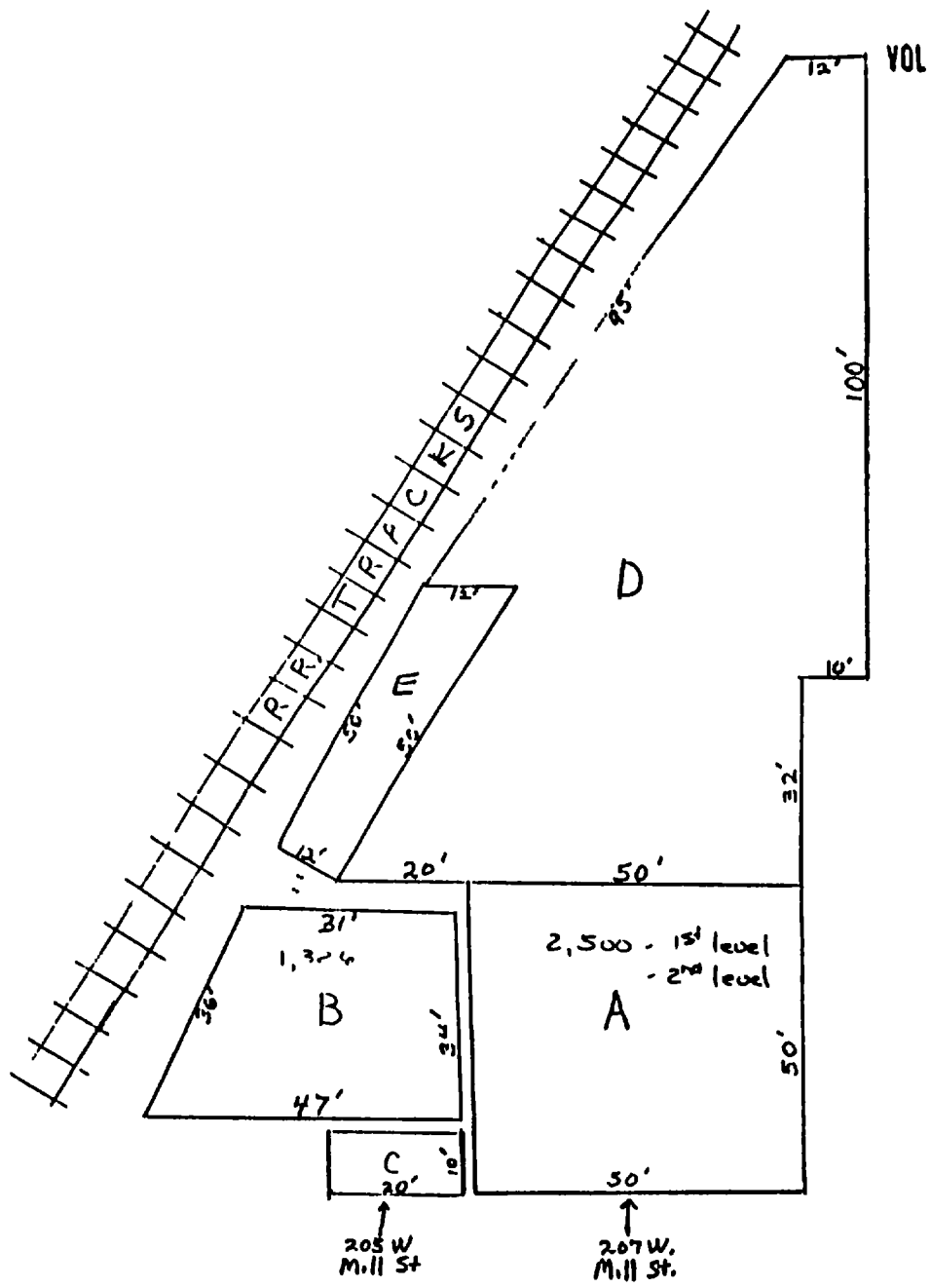
LESSOR

POLK COUNTY, TEXAS

BY: John P. Thompson  
JOHN P. THOMPSON, COUNTY JUDGE

LESSEE

"EXHIBIT B"



"EXHIBIT A"

"

**REVISED** budamen10

POLA COUNTY BUDGET AMENDMENT  
 REQUEST #10  
 REQUESTED 8/12/96  
 REQUESTED BY Karra Remmert, County Auditor

|             | INCREASE  | DECREASE | COMMENTS   |
|-------------|-----------|----------|--|
| 010-497-572 | 169 00    |          | To cover expenditures for remaining fiscal year  |
| 010-497-423 |           | 169 00   | Move money to cover line item expenditures   |
| 051-645-206 | 675 00    |          | To cover expenditures for remaining fiscal year  |
| 051-645-108 |           | 9 075 00 | Move money to cover line item expenditures   |
| 051-645-330 | 400 00    |          | To cover expenditures for remaining fiscal year  |
| 051-645-442 |           | 400 00   | Move money to cover line item expenditures   |
| 051-645-331 | 826 88    |          | To cover expenditures for remaining fiscal year  |
| 051-645-427 |           | 826 88   | Move money to cover line item expenditures   |
| 051-645-343 | 8,669 68  |          | To cover expenditures for remaining fiscal year  |
| 051-645-490 |           | 269 68   | Move money to cover line item expenditures   |
| 051-645-312 | 500 00    |          | To cover expenditures for remaining fiscal year  |
| 051-645-105 |           | 1,000 00 | Move money to cover line item expenditures   |
| 051-645-350 | 500 00    |          | To cover expenditures for remaining fiscal year  |
| 061-831 503 | 12,449 72 |          | SAO Audit Fee Refund of which \$100 000 was transferred from   |
| 061-871 503 | 9 896 90  |          | General Fund to Debt Service Increase is due to equipment still financed and not rolled over into the new financing                                    |
| 010-560-454 | 3 964 17  |          | Pass through amount to Fawbush Body Shop \$3 522.24 and Farmers Insurance 441.93 for Officer Sheffield accident. County not at fault and no deductible |
| 093-403-435 | 5,578 95  |          | To cover expenditures for remaining fiscal year  |
| 093-271-000 |           | 5,578 95 | \$3,864.91 remaining, \$50,502.36 expended this FY96   |
| 010-403-427 | 248 90    |          | To cover expenditures for remaining fiscal year  |
| 010-403-480 |           | 130 00   | Move money to cover expenditures   |
| 010-403-572 |           | 19 34    | Move money to cover expenditures   |
| 010-403-484 |           | 88 56    | Move money to cover expenditures   |
| 015-622 571 | 1 545 00  |          | To cover expenditures for remaining fiscal year  |
| 015-622-440 |           | 350 00   | To cover expenditures for remaining fiscal year  |
| 015-622-442 |           | 442 89   | Move money to cover expenditures   |
| 015-622-490 |           | 1 102 11 | Move money to cover expenditures   |
| 015-622-456 |           |          | Twin Hills Cove reimbursement for materials  |
| 015-622 337 | 3 350 65  |          |  |

|             |                            |                   |                  |                  |   |
|-------------|----------------------------|-------------------|------------------|------------------|---|
| 015-623-337 | R&B Pct.#3                 | Material/Supplies | 1 960 00         |                  |   |
| 015-623-354 | Tires/Tubes                |                   | 999 00           |                  | To cover expenditures for remaining fiscal year |
| 015-623-456 | Parts & Repair             |                   | 10 812 00        |                  | To cover expenditures for remaining fiscal year |
| 015-623-571 | Road Machinery & Equipment |                   | 3 000 00         |                  | To cover expenditures for remaining fiscal year |
| 015-623-573 | Capital Outlay Purchases   |                   | 7,560 00         |                  | To cover expenditures for remaining fiscal year |
| 015-623-100 | Budget Carryover           |                   |                  | 24 331 00        | Move money to cover expenditures                |
|             |                            |                   |                  |                  |   |
| 015-624-354 | R&B Pct.#4                 | Tires/Tubes       | 1 000 00         |                  | To cover expenditures for remaining fiscal year |
| 015-624-106 | Salaries                   | Part/Time         | 1 000 00         |                  | To cover expenditures for remaining fiscal year |
| 015-624-490 | Miscellaneous              |                   |                  | 4,500 00         | Move money to cover expenditures                |
| 015-624-571 | Road Machinery & Equipment |                   | 2,500 00         |                  | To cover expenditures for remaining fiscal year |
|             |                            |                   | <u>77 955 85</u> | <u>48,294 41</u> |   |

Date Approved:  
Approved By:

RECEIVED

FUND

0 00 0 0 0

|     |                          |           |
|-----|--------------------------|-----------|
| 015 | GENERAL FUND             | 1 550 00  |
| 032 | ROAD & BRIDGE ACN        | 7 605 55  |
| 073 | ENVIRONMENTAL SERVICES   | 7 500 00  |
|     | 1994 C C JAIL BLDG RENOV | 13 241 92 |

TOTAL OF ALL FUNDS

33 426 47

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED BY ME

DATE 7-28-96

APPROVED BY

*Scotty Cupidon*  
*John P. Thompson*



BY \_\_\_\_\_

BY \_\_\_\_\_

TOTAL OF ALL PAGES

2 513 22

THE RECORDED HEREIN IS THE VERIFIED AND APPROVED FOR SAID DATE

DATE 1-23-26

*Spencer Bennett*

*County Auditor*

*John P. Stanger*

| NO                 | DESCRIPTION               | AMOUNT     |
|--------------------|---------------------------|------------|
| 115                | GENERAL FUND              | 3 00       |
| 132                | REVENUE                   | 31 50      |
| 041                | ACTING DEPT               | 5 72       |
| 098                | JUDICIAL                  | 1 01       |
| 101                | ADULT PROBATION           | 1 373 00   |
| 104                | DTP - SUP                 | 01 00      |
| 107                | COP - SUP                 | 1 076 00   |
| 108                | COP - SUPERVISOR          | 1 926 73   |
| 184                | JUVENILE PROBATION        | 4 599 52   |
| 185                | CCAP - JUVENILE PROBATION | 6 272 40   |
| TOTAL OF ALL FUNDS |                           | 120 760 97 |

THE PRECEDING LIST OF BILLS PAYABLE HAS BEEN REVIEWED AND APPROVED FOR PAYMENT

DATE 7-26-96 *James Hammond*  
*Joseph Lupton*  
*John P. Stimpert*

|                    |                           |          |
|--------------------|---------------------------|----------|
| 103                | COMP - JUVENILE PROBATION | 3 023 82 |
| 84                 | JUVENILE PROBATION        | 1 125 12 |
| 103                | COMP - JUVENILE PROBATION | 1 156 87 |
| TOTAL OF ALL FUNDS |                           | 5 305 81 |

THE RECEIPTS OF THE STATE OF MISSISSIPPI ARE HEREBY APPROVED FOR PAYMENT

DATE 7-29-96

*John P. Stewart*  
*John P. Stewart*

SOME OF THE

FUND DEPARTMENT

310 GENERAL FUND

TOTAL OF ALL FUNDS

THE PERCENTAGE OF BILLS PAYABLE HAS BEEN DETERMINED AND APPROVED AS FOLLOWS

DATE Aug 1, 1958 APPROVED BY John Stewart

County Auditor

John P. Stenger

STATE OF MISSISSIPPI

FUND DESIGNATION

C EQUIPMENTS

015 ROAD & BRIDGE CON

-12 402 00

032 ENVIRONMENTAL SERVICES

1 010 00

13 412 00

THE PRECEDING LIST OF BILLS PAYABLE HAS BEEN REVIEWED AND APPROVED FOR PAYMENT

DATE 8-6-96

APPROVED BY

*Quay R. Riddley*

*John P. Stamps*

| FUND               | DESCRIPTION                  | AMOUNT |
|--------------------|------------------------------|--------|
| 010                | GE EFAL FUND                 | 218    |
| 027                | SECURITY FUND                | 224    |
| 032                | FEMA DISTRICT FUND           | 224    |
| 040                | LAW ENFORCEMENT FUND         | 583    |
| 049                | DISTRICT ATTORNEY CHECK FUND | 422    |
| 051                | AGNS CERT                    | 3      |
| 061                | DEBT SEPV CE - 94 CD - 95    | 422    |
| 070                | ENV SEPV CE - 94 CD - 95     | 8      |
| 073                | 1994 CD JAIL BUDG FUND       | 242    |
| 090                | DRUG FORFEITURE FUND         | 242    |
| 094                | COUNTY RECORDS MGMT FUND     | 3148   |
| TOTAL OF ALL FUNDS |                              | 34584  |

THE PRECEDING LIST OF BILLS PAYABLE HAS BEEN APPROVED BY THE BOARD OF SUPERVISORS  
 DATE 8/1/96 APPROVED BY [Signature]

[Signature]  
[Signature]

---TOTAL OF ALL FUNDS

| FUND               | DESCRIPTION           | AMOUNT    |
|--------------------|-----------------------|-----------|
| 010                | GENERAL FUND          | 23,340.02 |
| 015                | JUD. & EXEC. ADM.     | 2,087.78  |
| 025                | PROFESSIONAL SERVICES | 2,687.21  |
| 051                | ASST. CLERK           | 2,687.21  |
| 098                | JUDICIAL FUND         | 510.00    |
| TOTAL OF ALL FUNDS |                       | 35,567.03 |

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT  
 DATE Aug 9, 1996

APPROVED BY John J. Bennett  
 Deputy Auditor  
John P. O'Connell

SCHEDULE -- 3 -- 5 --

| FUND               | DESCRIP - C I             | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11         | 12 |
|--------------------|---------------------------|---|---|---|---|---|---|---|---|----|------------|----|
| 010                | GENERAL FUND              |   |   |   |   |   |   |   |   |    |            |    |
| 011                | MOTEL COUNCIL             |   |   |   |   |   |   |   |   |    |            |    |
| 015                | ROAD & E-TRCE ADM         |   |   |   |   |   |   |   |   |    |            |    |
| 032                | ENVIRONMENTAL SERVICES    |   |   |   |   |   |   |   |   |    |            |    |
| 051                | AGING DEPT                |   |   |   |   |   |   |   |   |    |            |    |
| 101                | ADULT SUPERVISION         |   |   |   |   |   |   |   |   |    |            |    |
| 104                | DTP - OSF                 |   |   |   |   |   |   |   |   |    |            |    |
| 107                | CCP CORRIGAN OFFICE       |   |   |   |   |   |   |   |   |    |            |    |
| 108                | CCP - SURVEILLANCE        |   |   |   |   |   |   |   |   |    |            |    |
| 184                | JUVENILE PROBATION        |   |   |   |   |   |   |   |   |    |            |    |
| 185                | CCAP - JUVENILE PROBATION |   |   |   |   |   |   |   |   |    |            |    |
| TOTAL OF ALL FUNDS |                           |   |   |   |   |   |   |   |   |    | 183,384.33 |    |

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

DATE 8-9-96

APPROVED BY

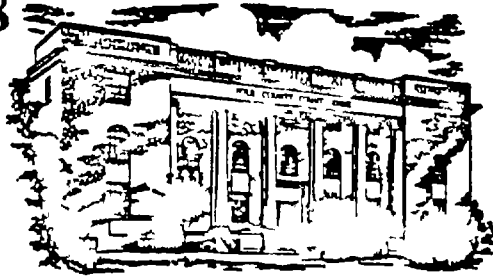
*John P. Bennett*  
*John P. Bennett*



FUND RECEIVED - 1  
 010 GENERAL FUND  
 TOTAL OF ALL FUNDS  
 THE FUND RECEIVED FROM THE SALE OF THE PROPERTY OF THE  
 DATE 8/19/92

28.25

APPROVED BY  
*John P. Dwyer*  
 APPROVED BY  
*John P. Dwyer*



KAREN REMMERT  
County Auditor

# POLK COUNTY

LIVINGSTON TEXAS

August 12 1996

**Addendum to Schedule of Bills for Commissioners Court**

|  |                  |
|--|------------------|
| Best Air Conditioning (Aging Dept)   | \$ 92 90         |
| Sheco Electric (Road & Bridge, Pct 2)  | 147 35           |
| Barbara Middleton - Election Law Seminar<br>(Per Budget Amendment # 10 approval) | 635 63           |
| Total  | <u>\$ 875 88</u> |

DATE JULY 23, 1996 THROUGH AUGUST 09, 1996

| NO   | NAME            | DEPT                 | JOB CLASSIFICATION      | TYPE OF EMPLOYEE  | SALARY GROUP             | ACTION TAKEN  |
|------|-----------------|----------------------|-------------------------|-------------------|--------------------------|---|
| (1)  | RISA NY         | TAX ONALASKA         | #104 CHIEF DEPUTY CLERK | REGULAR TIME      | 157 \$22,194.12          | TRANSFERRED TO #105 DEPUTY CLERK 09/16/92 08                    |
| (2)  | BARBARA THOMAS  | SHERIFF TELCOM       | #1003 TELCOM OPERATOR   | LABOR POOL        | UNCLASSIFIED \$5 154R    | RESIGNED 07/24/96   |
| (3)  | PAULA DAMMAN    | TAX LIVINGSTON       | #105 DEPUTY CLERK       | REGULAR FULL TIME | 0/2 \$13,900.64          | RECLASS TO #104 CHIEF DEPUTY 157 \$22,194.12 EFFECTIVE 07/24/96 |
| (4)  | CYNTHIA HENSLEY | EMG MGT              | #102 SECRETARY          | REGULAR FULL TIME | 0/1 \$14,241.76          | MERIT INCREASE TO 0/2 \$14,604.20 EFFECTIVE 10/01/96            |
| (5)  | TINA SMITH      | AGING LIVINGSTON     | #1265 COOK              | REGULAR PART TIME | UNCLASSIFIED \$6 304R    | RESIGNED EFFECTIVE 09/08/96                                     |
| (6)  | RICHARD CURRIE  | JUDICIAL             | #1049 BAILIFF           | REGULAR PART TIME | UNCLASSIFIED \$13 125.00 | CHANGE CATEGORY TO DISTRICT EFFECTIVE 07/01/96                  |
| (7)  | TRACY MICHOLS   | SOCIAL SERVICES      | #102 SECRETARY          | REGULAR PART TIME | UNCLASSIFIED \$9 834R    | RESIGNED 08/08/96   |
| (8)  | JAMES WALTERS   | ROAD & BRIDGE PCT #1 | #108 HEAVY EGT OPERATOR | REGULAR PART TIME | UNCLASSIFIED \$9 434R    | CHANGE CATEGORY TO LABOR POOL EFFECTIVE 07/01/96                |
| (9)  | LOUIS STAPLETON | JUDICAL              | #1105 COURT REPORTER    | REGULAR PART TIME | UNCLASSIFIED \$22,908.62 | CHANGE CATEGORY TO DISTRICT EFFECTIVE 07/01/96                  |
| (10) |                 |                      |                         |                   |                          |   |
| (11) |                 |                      |                         |                   |                          |   |
| (12) |                 |                      |                         |                   |                          |   |
| (13) |                 |                      |                         |                   |                          |   |
| (14) |                 |                      |                         |                   |                          |   |
| (15) |                 |                      |                         |                   |                          |   |
| (16) |                 |                      |                         |                   |                          |   |

