



POLK COUNTY COMMISSIONERS COURT

February 13, 2001

Polk County Courthouse, 3rd floor

10:00 a.m.

2001-015

Livingston, Texas

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

Agenda topics

1. CALL TO ORDER.
 2. PUBLIC COMMENTS.
 3. INFORMATIONAL REPORTS.
 4. APPROVAL OF MINUTES of the Meeting of January 23, 2001 (Regular) & February 2, 2001 (Special).
- NEW BUSINESS
5. CONSIDER APPROVAL OF RESOLUTION SUPPORTING POLK CENTRAL APPRAISAL DISTRICT PROPERTY PURCHASE.
 6. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (Pct. 1) Lots 253 & 255, Putnams Landing #1, Cause #97-052; (Pct.2) Lot 32, Block 16, Paradise Acres #2, Cause #97-044; Lots 408 & 409, Sportsman Retreat #6, Cause #91-302.
 7. CONSIDER ALL MATTERS INCIDENT AND RELATED TO (i) DECLARING EXPECTATION TO REIMBURESE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, INCLUDING THE ADOPTION OF AN ORDER PERTAINING THERETO, (ii) ORDERING AND HOLDING A BOND ELECTION, INCLUDING THE ADOPTION OF AN ORDER PERTAINING THERETO AND (iii) THE ISSUANCE AND SALE OF \$520,000 "POLK COUNTY, TEXAS, TAX NOTES, SERIES 2001", INCLUDING THE ADOPTION OF AN ORDER PERTAINING THERETO.
 8. CONSIDERATION AND ACTION CONCERNING THE RESIGNATION OF FIRST SOUTHWEST COMPANY AS FINANCIAL ADVISOR IN CONNECTION WITH THE PLACEMENT OF THE POLK COUNTY TAX NOTES, SERIES 2001 AND RETENTION OF FIRST SOUTHWEST AS PLACEMENT AGENT.
 9. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF GOODRICH FOR FIREFIGHTING SERVICES OUTSIDE INCORPORATED AREA.
 10. APPROVE BOND OF LARRY WHITWORTH, JP3.
 11. CONSIDER APPROVE RESOLUTION SUPPORTING TX. DEPARTMENT OF MHMR'S REQUEST OF A STATE FUNDING INCREASE.
 12. RECEIVE & APPROVE TREASURER'S 1ST QUARTER REPORT FY2001 (OCT-NOV-DEC-2000)
 13. CONSIDER AGREEMENT WITH INTERNATIONAL PAPER FOR RELOCATION OF MCSPADDEN RD. ENTRANCE, PCT. 3
 14. CONSIDER ACCEPTANCE OF C.C.C. RD., MARCEAU LANE AND SUGAR BERRY LANE FOR COUNTY MAINTENANCE, PCT. 1.
 15. CONSIDER APPROVAL OF RESOLUTIONS & REQUESTS FOR WAIVER OF MATCHING FUNDS PARTICIPATION ON OFF-SYSTEM BRIDGE PROJECTS (CR2940 ON DABBS BRANCH TRIBUTARY), PCT. 3 AND (SALLY CREEK ON CR406), PCT. 1.
 16. CONSIDER APPROVAL OF BUDGET AMENDMENTS.
 17. CONSIDER APPROVAL OF SCHEDULES OF BILLS.
 18. APPROVE PERSONNEL ACTION FORMS.

ADJOURN

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

Posted: February 07, 2001

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, February 07, 2001 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY Deputy



February 13, 2001
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting #2001-015

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for February 13, 2001 at 10:00 A.M.

AMEND TO ADD;

- 19. APPROVE USE OF ^{DRUG} ~~DRUG~~ FORFEITURE FUNDS AS REQUESTED BY THE SHERIFF.
- 20. CONSIDER APPROVAL OF LEASE AGREEMENT WITH S&J SURVEYING FOR OFFICE SPACE IN COUNTY OWNED BUILDING LOCATED IN CORRIGAN, TX.
- 21. APPROVAL OF MINUTES of January 18, 2001 (Solid Waste Review Committee) and January 18, 2001 (Courthouse Facility Planning Committee).
- 22. CONSIDER AND APPROVE AGREED ORDER IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING POLK COUNTY MUNICIPAL SOLID WASTE PERMIT NO. 1384.
- 23. CONSIDER AND APPROVE RESOLUTION SUPPORTING LEGISLATIVE CHANGES TO THE HEALTH AND SAFETY CODE, TITLE 5, 366.032, (b) AND (c).

Dated: Friday, February 09, 2001.

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 Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, February 09, 2001 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY Barbara Middleton Deputy

RECORDED
-9 PM 4:23
INDEXED

STATE OF TEXAS)

DATE: FEBRUARY 13, 2001

COUNTY OF POLK |

**"REGULAR" MEETING
ALL MEMBERS - PRESENT****"COMMISSIONERS COURT"
AGENDA - # 2001-015**

BE IT REMEMBERED ON THIS THE 13TH DAY OF FEBRUARY, 2001
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
TO WIT:

JUDGE JOHN P. THOMPSON, PRESIDING.

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

1. MEETING WAS CALLED TO ORDER & WELCOME TO GUEST BY COUNTY
JUDGE JOHN THOMPSON AT 10:00 A.M.

OPENING PRAYER WAS DELIVERED BY REV. LARRY SHINE OF PINE
FOREST BAPTIST CHURCH.

2. PUBLIC COMMENTS: NONE:

3. INFORMATIONAL REPORTS:

- A. JOHN McDOWELL - GAVE AN UPDATE ON NOAA WEATHER STATION AND
STATUS OF 911- EMERGENCY ADDRESSING WITHIN THE COUNTY.
- B. COMMISSIONER HUBERT THANKED BOBBY SMITH, AND ALL THE GO
TEXAN COMMITTEE (BAR-B-QUE COOK OFF TEAMS) FOR RAISING \$30,000.00
PLUS, FOR SCHOLARSHIPS FOR POLK COUNTY YOUTH.
HE INVITED EVERYONE TO THE TRINITY-NECHES LIVESTOCK SHOW ON
MARCH 13TH THROUGH 16TH, AT BARNEY WIGGINS RODEO ARENA.
- C. JUDGE THOMPSON REPORTED THAT THE COUNTY WILL HOLD OUR
ANNUAL SURPLUS SALE & AUCTION SOON, WITH MORE NEWS TO FOLLOW
AT NEXT MEETING.
- D. CLAYTON LILLEY - SOLID WASTE COMMITTEE MET ON JANUARY 18, 2001
AND RECOMMENDED TO COURT TO REJECT ALL PROPOSALS RECEIVED
FOR CONTACT OPERATIONS OF THE POLK COUNTY SOLID WASTE
FACILITY. NO ACTION WAS TAKEN BY COURT.

4. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS,
TO APPROVE MINUTES OF MEETINGS OF JANUARY 23, 2001 (REGULAR) &
FEBRUARY 2, 2001 (SPECIAL) WITH NOTED CORRECTIONS, INCLUDING
JANUARY 18, 2001(SOLID WASTE REVIEW COMMITTEE)& JANUARY 18, 2001
(COURTHOUSE FACILITY PLANNING COMMITTEE) .
ALL VOTING YES.

5. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL OF "RESOLUTION" SUPPORTING POLK CENTRAL APPRAISAL DISTRICT PROPERTY PURCHASE.
ALL VOTING YES. (SEE ATTACHED)
6. (A) MOTIONED BY BOB WILLIS, SECONDED BY R.R. "Dick" HUBERT, TO TABLE ACTION ON PRECINCT #1:
OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTY:
LOTS 253 & 255, IN PUTNAM'S LANDING #1, IN CAUSE #97-052.
ALL VOTING YES.
- (B) MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:
PRECINCT #2:
LOT 32, BLOCK 16 OF PARADISE ACRES #2, IN CAUSE #97-044 &
LOTS 408 & 409, OF SPORTSMAN RETREAT #6, IN CAUSE #91-302.
ALL VOTING YES.

ITEMS (7) & (8) END OF AGENDA.

9. MOTIONED BY BOB WILLIS, SECONDED BY R.R. "Dick" HUBERT, TO "DELETE" - ITEM#9 - CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF GOODRICH FOR FIREFIGHTING SERVICES OUTSIDE INCORPORATED AREA.
ALL VOTING YES.
10. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL OF BOND FOR LARRY WHITWORTH, JUSTICE OF THE PEACE - PRECINCT #3, APPOINTED TO FILL THE UN- EXPIRED TERM OF KENNETH PARRISH.
ALL VOTING YES.
11. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVE "RESOLUTION" SUPPORTING TEXAS DEPT. OF MHMR'S REQUEST OF A STATE FUNDING INCREASE.
ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO RECEIVE & APPROVE TREASURER'S 1st QUARTER REPORT FY-2001 (OCTOBER-NOVEMBER-DECEMBER 2000).
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH, APPROVE AGREEMENT WITH INTERNATIONAL PAPER FOR RELOCATION OF ENTRANCE TO McSPADDEN ROAD, PRECINCT #3.
ALL VOTING YES.
14. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL & ACCEPTANCE OF ROADS FOR COUNTY MAINTENANCE - PCT #1; C.C.C. ROAD, MARCEAU LANE & SUGAR BERRY LANE.
ALL VOTING YES.

15. MOTIONED BY BOB WILLIS, SECONDED BY R.R. "Dick" HUBERT, **APPROVAL OF RESOLUTIONS & REQUEST FOR WAIVER OF MATCHING FUNDS PARTICIPATION ON OFF-SYSTEM BRIDGE PROJECTS; (CR-2940 ON DABBS BRANCH TRIBUTARY - PCT #3) AND (CR-406 ON SALLY CREEK - PCT #1).**
ALL VOTING YES.
16. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, **TO APPROVE BUDGET AMENDMENTS #2000-32 & 2001-09.**
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, **APPROVAL AND PAYMENT OF BILLS (BY SCHEDULES) PLUS ADDENDUM.**
ALL VOTING YES. (SEE ATTACHED)

| DATE | AMOUNT | CHECK NUMBERS |
|------------|---------------|--|
| 10-10-2000 | (\$1,277.86) | Void Ck#154179 |
| 1-29-2001 | \$1,049.01 | 157087 - 157088 |
| 1-29-2001 | (\$219.35) | Void Ck# 155600 |
| 1-29-2001 | (\$94.55) | Void Ck# 155601 |
| 1-26-2001 | (\$11,200.00) | Void Ck#156968 |
| 1-26-2001 | \$169,329.10 | 157077 - 157086 |
| 1-26-2001 | \$551,000.00 | Electronic Transfer - Texpool |
| 1-25-2001 | \$125,000.00 | Electronic Transfer - Texpool |
| 1-25-2001 | \$46,178.04 | Electronic Transfer - State Fees |
| 1-25-2001 | \$153,264.60 | 156933 - 157076 |
| 1-24-2001 | (\$2.27) | Void Ck#156232 |
| 1-24-2001 | (\$300.00) | Void Ck# 156322 |
| 1-24-2001 | \$96,523.15 | 156887 - 156932 |
| 1-23-2001 | \$4,504.81 | 156875 - 156886 |
| 1-30-2001 | \$30,717.85 | 157089 - 157217 |
| 1-30-2001 | \$286,000.00 | Electronic Transfer - Federal |
| 1-31-2001 | (\$3,183.00) | Void Ck #000320 |
| 1-31-2001 | (\$2,302.07) | Void Ck#156403 |
| 1-31-2001 | \$1,025.54 | 157218 - 157220 |
| 1-31-2001 | \$16,730.76 | Manual cks#441, 604-610, 320-322, 283 & 284 |
| 2-01-2001 | \$198,501.91 | 157221 - 157238 |

| DATE | AMOUNT | CHECK NUMBERS |
|----------------|--------------|-------------------------------|
| 2-01-2001 | \$63,867.47 | Electronic Transfer - Federal |
| 2-01-2001 | \$701,000.00 | Electronic Transfer - Texpool |
| 2-02-2001 | \$2,468.75 | 157239 - 157240 |
| 2-05-2001 | \$1,282.89 | 157241 |
| 2-05-2001 | \$821,000.00 | Electronic Transfer - Texpool |
| 2-05-2001 | \$7,500.00 | 157242 |
| 2-07-2001 | \$295,093.63 | 157243 - 157249 |
| 2-08-2001 | \$459,000.00 | Electronic Transfer - Texpool |
| 2-08-2001 | \$264,646.67 | 157250 - 157441 |
| 2-09-2001 | \$20,463.89 | 157442 - 157448 |
| Add. 2-13-2001 | \$19,919.82 | (FY-2001) |
| | \$22,278.28 | (FY-2000) |

18. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOB WILLIS, TO APPROVAL PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED)

19. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE USE OF DRUG FORFEITURE FUNDS AS REQUESTED BY SHERIFF NELSON, \$30,000.00 ADVANCED FOR NEW PATROL CARS, \$500.00 FOR STORAGE FACILITY.
ALL VOTING YES.

20. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE LEASE AGREEMENT WITH S & J SURVEYING FOR OFFICE SPACE, \$300.00/MONTH, IN COUNTY OWNED BUILDING LOCATED IN CORRIGAN, TEXAS.
ALL VOTING YES. (SEE ATTACHED)

21. SEE ITEM #4, FOR MINUTES APPROVAL.
JANUARY 18, 2001 (SOLID WASTE REVIEW COMMITTEE, &
JANUARY 18, 2001 (COURTHOUSE FACILITY PLANNING COMMITTEE)

22. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE AGREED "ORDER" IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING POLK COUNTY MUNICIPAL SOLID WASTE PERMIT NO. 1384.
ALL VOTING YES. (SEE ATTACHED)

23 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS,
TO APPROVE "RESOLUTION" SUPPORTING LEGISLATIVE CHANGES TO
THE HEALTH & SAFETY CODE, TITLE 5, 366.032, (b) and (c).
ALL VOTING YES. (SEE ATTACHED)

RECESS - BREAK AT 10:35 A.M.

RECONVENED - REGULAR COURT - 10:53 A.M.

PRESENTATION WAS MADE TO THE COURT ON OPTIONS FOR COURTHOUSE
FACILITIES PLANNING & RESTORATION BY BOB BROOKS OF BROOKS /
CORONADO OF HOUSTON.

FINANCIAL ADVISOR - JOE MORROW - FIRST SOUTHWEST COMPANY,
ANSWERED QUESTIONS FROM THE COURT ON FINANCING AND TAXES.

8. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO ACCEPT
THE RESIGNATION OF FIRST SOUTHWEST COMPANY AS FINANCIAL
ADVISOR IN CONNECTION WITH THE PLACEMENT OF THE POLK
COUNTY TAX NOTES (SERIES 2001) AND RETAIN FIRST SOUTHWEST
COMPANY AS PLACEMENT AGENT.
ALL VOTING YES. (SEE ATTACHED)

7. ALL MATTERS INCIDENT AND RELATED TO THE FOLLOWING:

(i) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS,
APPROVAL DECLARING EXPECTATION TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, INCLUDING
THE ADOPTION OF AN "ORDER" PERTAINING THERETO.

ALL VOTING YES. (SEE ATTACHED)

(ii) MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH,
APPROVAL TO ORDER AND HOLD A BOND ELECTION, INCLUDING
THE ADOPTION OF "ORDER" PERTAINING THERETO.

ALL VOTING YES. (SEE ATTACHED)

(iii) MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH,
APPROVE THE ISSUANCE AND SALE OF \$ 520,000.00
"POLK COUNTY TEXAS, TAX NOTES, SERIES 2001", INCLUDING THE
ADOPTION OF AN "ORDER" PERTAINING THERETO.

ALL VOTING YES. (SEE ATTACHED)

24. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOB WILLIS, TO ADJOURN
COURT THIS 13th DAY OF FEBRUARY 2001 AT 11:37 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\WP51\COMMCRT.2001\FEB13.WPD



RESOLUTION

**Approving Polk Central Appraisal District
Purchase of Property**

WHEREAS, The Polk Central Appraisal District Board of Directors has considered all options for relocation of the District offices and has found it to be in the best interest of the District to purchase the Eastex Telephone building and parking area - property facing Matthews Street - and to convert said property to useable office space, with said purchase and conversion totaling between \$120,000.00 and \$150,000.00; and

WHEREAS, the Polk County Commissioners Court met in a regularly called meeting on Tuesday, February 13, 2001 and, among other items of business, considered approval of said purchase; all voting yes, none opposed.

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Commissioners Court, as governing body of Polk County, hereby approves the purchase of said property, as required by Section 6.051 of the Property Tax Code.

John P. Thompson
County Judge, Polk County, Texas

Attest:

Barbara Middleton, County Clerk

Polk Central Appraisal District
312 N. Washington
Livingston, Texas 77351
936-327-2174



Clyde A. Arrendell, R.P.A.
Chief Appraiser

RESOLUTION TO PURCHASE PROPERTY

The Polk Central Appraisal District Board of Directors wishes to consider a proposal to purchase the Eastex Telephone Metal building with Brick Façade which faces Matthews Street and the parking lot which is located behind the building in Livingston, Texas for appraisal district offices. There is a contract on the existing building, which the appraisal district is leasing and will be sold shortly causing the district to move to another location.

After careful study of all options the Board of Directors has chosen what they felt was the most appropriate for the taxing entities, taxpayers, and the appraisal district.

Before the Directors can purchase the property the Property Tax Code Section 6.051 requires the entities which have elected the directors to pass a resolution giving their permission for such a purchase.

The proposed purchase price along with the needed conversions will range from \$120,000 to \$150,000. The district is now paying over \$20,000 per year for the existing lease annually which increases 5% annually. In purchasing the building the district feels it will only need to borrow approximately \$60,000 to \$70,000. The budget now reflects rent of \$1,680 per month and this amount will place toward the note as such.

The district feels that no entity would experience any or very little increase in their quarterly payments over what they are currently paying. After the property is paid off, this portion of our budget would be eliminated.

[Signature]
Board Chairman

1/18/01
Date

Maxim A. (Bill) Smith
Board Secretary

1-18-01
Date

RESOLUTION OF SUPPORT

Whereas, all Texans benefit when their families, friends, and neighbors can obtain the behavioral health services they need to maintain good health and be productive members of their community, and

Whereas, community mental health and mental retardation services have proven effective and efficient in meeting individual and community needs, and

Whereas, Texas ranks 43rd in per capita funding for community mental health and mental retardation services and has over 23,000 persons with serious mental disabilities waiting for needed support services statewide, and

Whereas, appropriation of new state funds would benefit Texans with mental disabilities by:

1. Repairing and strengthening the mental health safety net by funding new medications and intensive community-based mental health services that can prevent psychiatric crisis, incarceration, and homelessness;
2. Ending the waiting lists for essential community services which enable Texans with extraordinary needs to avoid more costly institutional placement;
3. Providing Texans with mental disabilities the same level of community services available to people in most other states by increasing Texas funding to just equal the national average by 2005;

Now therefore, be it resolved by the Polk County Commissioner's Courts to support the Texas Department of Mental Health and Mental Retardation's funding request for \$265 million in increases to community MHMR services for 2002 and 2003.


John Thompson, County Judge
Polk County

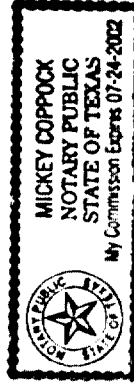
I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT.

Nola Reneau

NOLA RENEAU
COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 19TH DAY OF JANUARY, 2001

Mickey Coppock



| FUND | BEG BALANCE | RECEIPTS | DISBURSEMENTS | END BAL | INVESTMENT | BALANCE |
|---------------------|--------------|--------------|---------------|--------------|--------------|--------------|
| GENERAL | (459,847.99) | 2,996,970.23 | 2,671,771.49 | (134,649.25) | 299,008.91 | 164,359.66 |
| HOTEL TAX | 42,543.11 | 13,196.54 | 36,662.29 | 19,077.36 | | 19,077.36 |
| ROAD & BRIDGE | (116,923.34) | 1,349,678.43 | 1,184,314.69 | 48,440.40 | 257,869.89 | 306,310.29 |
| LATERAL RD | 1,127.03 | 43,039.32 | 39,298.36 | 4,867.99 | 53,324.27 | 58,192.26 |
| PERM R & B | 0.00 | 0.00 | 0.00 | 0.00 | 29,052.01 | 29,052.01 |
| SECURITY | 8,394.52 | 6,593.00 | 9,293.39 | 5,694.13 | 73,949.95 | 79,644.08 |
| HIST COMM P/R | 296.05 | 0.00 | 0.00 | 296.05 | | 296.05 |
| ENV SERVICE | 34,779.25 | 280,092.50 | 283,818.34 | 31,053.41 | 937,627.27 | 968,680.68 |
| FEMA | 299.07 | 0.00 | 0.00 | 299.07 | | 299.07 |
| LAW LIBRARY | 2,603.44 | 3,045.00 | 418.67 | 5,229.77 | 20,698.47 | 25,928.24 |
| DA INV TRAINING | 525.63 | 0.00 | 0.00 | 525.63 | | 525.63 |
| DA SPECIAL | 11,377.58 | 26,449.43 | 14,901.23 | 22,925.78 | | 22,925.78 |
| D A HOT CHECK | 12,580.76 | 5,257.03 | 6,212.45 | 11,625.34 | | 11,625.34 |
| AGING | (2,309.87) | 112,486.25 | 117,773.65 | (7,597.27) | | (7,597.27) |
| DEBT SERVICE | (2,580.87) | 416,081.09 | 341,713.04 | 71,787.18 | 270,774.54 | 342,561.72 |
| DEBT SVC-ENV SVC | 0.00 | 0.00 | 0.00 | 0.00 | 591,446.56 | 591,446.56 |
| 94 CO ENV SERVICE | 362.51 | 12,000.00 | 11,243.35 | 1,119.16 | 122,464.63 | 123,583.79 |
| 91 CO ENV SERVICE | 159.02 | 0.00 | 0.00 | 159.02 | 3,583.32 | 3,742.34 |
| Museum Trust | 597.17 | 2,000.00 | 2,508.89 | 88.28 | 69,316.85 | 69,405.13 |
| CO BTLF Funds | 379.00 | 0.00 | 0.00 | 379.00 | | 379.00 |
| JUDICIARY | 71,083.47 | 67,854.49 | 71,145.53 | 67,792.43 | 44,606.88 | 67,792.43 |
| SO CONTRABAND | (1,004.87) | 34,942.67 | 25,411.13 | 8,528.67 | 53,133.55 | 53,133.55 |
| DA CONTRABAND | 1,595.88 | 5,529.60 | 0.00 | 7,125.48 | 54,065.35 | 61,190.83 |
| DRG SEIZURE PEND | 16,000.00 | 24,894.00 | 24,894.00 | 16,000.00 | 259,075.25 | 275,075.25 |
| SO CONTA (FED) | 0.00 | 0.00 | 0.00 | 0.00 | 1,234.53 | 1,234.53 |
| RAP | 4,720.39 | 12,615.00 | 14,924.55 | 2,410.84 | 107,427.86 | 109,838.70 |
| RECORDS MGMT | 7,615.96 | 2,478.25 | 2,190.19 | 7,904.02 | | 7,904.02 |
| PROBATION | 28,924.32 | 324,476.36 | 312,934.16 | 41,466.52 | | 41,466.52 |
| TOTAL | (335,702.78) | 5,739,679.19 | 5,171,429.40 | 232,547.01 | 3,195,526.54 | 3,428,073.55 |
| JP#3 | 4,726.50 | 51,222.23 | 51,671.98 | 4,276.75 | | 4,276.75 |
| HISTORICAL | 6,513.12 | 4,038.25 | 4,018.34 | 6,533.03 | 269,192.71 | 275,725.74 |
| CORRIGAN AGING | 63.00 | 956.75 | 681.00 | 338.75 | | 338.75 |
| ONALASKA AGING | 0.00 | 3,229.00 | 3,229.00 | 0.00 | | 0.00 |
| BIG THICKET BRIDGE | 3,628.03 | 0.00 | 0.00 | 3,628.03 | 3,813.51 | 7,441.54 |
| EWP GRANT | 0.00 | 13,203.60 | 13,203.60 | 0.00 | | 0.00 |
| PAYROLL | 2,556.17 | 1,151,580.80 | 1,151,677.87 | 2,459.10 | 372,237.18 | 2,459.10 |
| PERMANENT | 2,323.18 | 10.44 | 0.00 | 2,333.62 | | 374,570.80 |
| AVAILABLE | 1,452.59 | 13,511.51 | 13,741.77 | 1,222.33 | 80,166.19 | 81,388.52 |
| FED EQUITABLE SHARE | 1,695.54 | 0.00 | 0.00 | 1,695.54 | | 1,695.54 |
| GRAND TOTAL | (312,744.65) | 6,977,431.77 | 6,409,652.96 | 255,034.16 | 3,920,936.13 | 4,175,970.29 |

TEXPOOL INVESTMENT REPORT
QTR ENDED 12/31/00

| FUND | BEG BAL | DEPOSITS | WITHDRAWALS | INTEREST EARNED | INTERFUND TRANSFER | END BALANCE |
|-------------------|--------------|------------|--------------|-----------------|--------------------|--------------|
| General | 1,245,403.31 | 263,000.00 | 1,220,000.00 | 10,605.60 | | 299,008.91 |
| Road & Bridge | 818,181.38 | 361,000.00 | 930,000.00 | 8,688.51 | | 257,869.89 |
| Lateral R & B | 22,855.89 | 30,000.00 | 0.00 | 468.38 | | 53,324.27 |
| Perm R & B | 28,579.17 | 0.00 | 0.00 | 472.84 | | 29,052.01 |
| Security | 72,746.37 | 0.00 | 0.00 | 1,203.58 | | 73,949.95 |
| Env Svc Operating | 863,124.06 | 80,000.00 | 20,000.00 | 14,503.21 | | 937,627.27 |
| Law Library | 20,361.59 | 0.00 | 0.00 | 336.88 | | 20,698.47 |
| Debt Service | 239,234.11 | 141,000.00 | 113,000.00 | 3,540.43 | | 270,774.54 |
| D&T SVC-Env Svc | 581,820.44 | 0.00 | 0.00 | 9,626.12 | | 591,446.56 |
| 94 CO Env Svc | 132,417.96 | 0.00 | 12,000.00 | 2,046.67 | | 122,464.63 |
| 91 CO Env Svc | 3,524.99 | 0.00 | 0.00 | 58.33 | | 3,583.32 |
| Museum Trust | 70,177.97 | 0.00 | 2,000.00 | 1,138.88 | | 69,316.85 |
| CO BTLE Funds | 3,751.45 | 0.00 | 0.00 | 62.06 | | 3,813.51 |
| SO Contraband | 21,106.39 | 24,371.17 | 1,500.00 | 629.32 | | 44,606.88 |
| DA Contraband | 53,185.41 | 0.00 | 0.00 | 879.94 | | 54,065.35 |
| Drq Seizure Pend | 274,635.02 | 2,462.00 | 22,432.00 | 4,410.23 | | 259,075.25 |
| SO Contra (Fed) | 1,214.44 | 0.00 | 0.00 | 20.09 | | 1,234.53 |
| RAP | 97,785.95 | 8,000.00 | 0.00 | 1,641.91 | | 107,427.86 |
| Historical Comm | 264,811.45 | 0.00 | 0.00 | 4,381.26 | | 269,192.71 |
| Perm School | 372,196.96 | 0.00 | 0.00 | 6,100.76 | (6,100.76) | 372,196.96 |
| Avail School | 86,223.11 | 0.00 | 13,500.00 | 1,382.54 | 6,100.76 | 80,206.41 |
| | | | | 0.00 | | 0.00 |
| Total Investments | 5,273,337.42 | 909,833.17 | 2,334,432.00 | 72,197.54 | 0.00 | 3,920,936.13 |

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which require quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Nola Reneau
Nola Reneau, County Treasurer

SUBJECT: Request for Waiver of Local Match Fund Participation Requirement on Federal Off-System Bridge Program Project

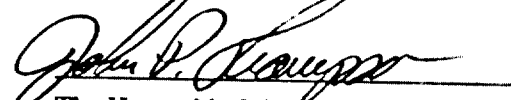
County Polk
Project BR
Road/Street CR 2940
NBI Str. No. 11-187-AA2940-001
Local Desig. No. Robert McQueen R

Dennis R. Cooley, P. E.
Lufkin District Engineer
1805 N. Timberland Drive
Lufkin, Texas 75901

Dear Mr. Cooley:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.


The Honorable John P. Thompson
Polk County Judge

Attachment: Resolution

.....

For TxDOT Use Only

_____ Waiver Approved
_____ Waiver Disapproved _____

Dennis R. Cooley, P. E.
Lufkin District Engineer

Date: _____



The State of Texas
County of Polk

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Polk County, Texas, hereinafter referred to as the Local Government, owns a bridge located at Dabbs Branch Tributary, on Road/Street CR2940, National Bridge Inventory (NBI) Structure Number 11-187-AA2940-001, Local Designation Number Robert McQueen Road; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 108290 dated August, 2000, Control-Section-Job (CSJ) Number 0911-04-909; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d)(43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$6,615.00 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform or cause to be performed the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

| LOCATION (and NBI structure identification number, if applicable) Dabbs Branch Trib. 11-187-AA2940-001 | ON SCHOOL BUS ROUTE? | DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK | ESTIMATED COST |
|--|----------------------|--|--------------------|
| Howell Road | YES | Replace (1) 18x24 culvert | \$ 1,540.40 |
| Howell Road | YES | Replace (1) 15x24 culvert | 1,520.04 |
| Sanford Road | YES | Replace (1) 18x30 culvert | 1,650.50 |
| Sanford Road | YES | Replace (1) 18x30 culvert | 1,650.50 |
| Sullivan Road | YES | Replace (1) 18x30 culvert | 2,075.50 |
| TOTAL | | | \$ 8,436.94 |

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

RESOLVED and approved this 13th day of February, 2001.

Attest:

 Barbara Middleton, County Clerk


 John P. Thompson, County Judge

SUBJECT: Request for Waiver of Local Match Fund Participation Requirement on Federal Off-System Bridge Program Project

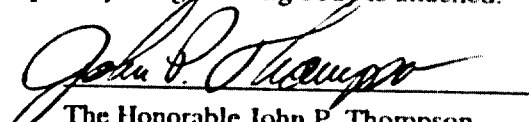
County Polk
Project BR
Road/Street CR 406
NBI Str. No. 11-187-AA0406-001
Local Desig. No. Drews Landing

Dennis R. Cooley, P. E.
Lufkin District Engineer
1805 N. Timberland Drive
Lufkin, Texas 75901

Dear Mr. Cooley:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), this Local Government requests waiver of the local match fund participation requirement on the above referenced federal off-system bridge program project referred to as the "participation-waived" project. In return for waiver of this participation, it is proposed that our governing body perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridge(s) or deficient mainlane cross-drainage structure(s), referred to as "equivalent-match project(s)", within the jurisdiction of our governing body.

A copy of the appropriate required resolution adopted by our governing body is attached.


The Honorable John P. Thompson
Polk County Judge

Attachment: Resolution

.....

For TxDOT Use Only

_____ Waiver Approved
_____ Waiver Disapproved _____

Dennis R. Cooley, P. E.
Lufkin District Engineer

Date: _____

FILE COPY



The State of Texas
County of Polk

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, Polk County, Texas, hereinafter referred to as the Local Government, owns a bridge located at Sally Creek, on Road/Street CR406, National Bridge Inventory (NBI) Structure Number 11-187-AA0406-001, Local Designation Number Drew's Landing; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 107950 dated September, 1999, Control-Section-Job (CSJ) Number 0911-04-914; and

WHEREAS, the usual fund participation ratio for projects on such program is 80 percent federal, 10 percent state and 10 percent Local Government; and

WHEREAS, Texas Administrative Code, Title 43, Section 15.55(d)(43 TAC Section 15.55(d)) provides that under specified conditions the 10 percent Local Government match fund participation requirement may be waived with agreement by the Local Government to perform, or cause to be performed, an equivalent dollar amount of structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within its jurisdiction, such a project of structural improvement work being referred to as an "equivalent-match project"; and

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$12,947.00 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

THEREFORE, BE IT RESOLVED that the Local Government perform or cause to be performed the following equivalent-match project(s) in return for waiver of the local match fund participation requirement on the approved federal off-system bridge program (participation-waived) project not yet awarded:

| LOCATION (and NBI structure identification number, if applicable) | ON SCHOOL BUS ROUTE? | DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK | ESTIMATED COST |
|---|----------------------|--|---------------------|
| Sally Creek Bridge 11-187-AA0406-001 | | | |
| <i>Hooks Road</i> | YES | <i>Replace (1) 24x30 culvert</i> | \$ 1,013.00 |
| <i>Holly Grove Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Maze Road</i> <i>(off County Line Rd.)</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Maze Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>County Line Road So.</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>County Line Road So.</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Outlaw Bend Road</i> | YES | <i>Replace (1) 15x24 culvert</i> | 1,013.00 |
| <i>Outlaw Bend Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Outlaw Bend Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Outlaw Bend Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Cox Road</i> <i>(off Holly Grove Rd.)</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Holly Grove Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Holly Grove Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Holly Grove Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Holly Grove Road</i> | YES | <i>Replace (2) 18x24 culvert</i> | 1,650.80 |
| <i>Summeral So.</i> | YES | <i>Replace (1) 18x24 culvert</i> | 1,075.40 |
| <i>Blue Water Road</i> | YES | <i>Replace (1) 18x24 culvert</i> | <u>1,075.40</u> |
| | | TOTAL | \$ 18,732.40 |

BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge or other mainlane cross-drainage structure, or upgrades the structure to its original load capacity with a minimum upgrade to safely carry school bus loading if located on a school bus route.
3. In performing, or causing to be performed, the equivalent-match project(s), the Local Government assumes all responsibilities for engineering and construction, and complying with all applicable state and federal environmental regulations and permitting requirements for the structures being improved.
4. The work on the proposed equivalent-match project(s) has not begun and will not begin until the local match fund participation waiver approval process has been completed.
5. The Local Government will be allowed three years after the contract award of the participation-waived project to complete the structural improvement work on the equivalent-match project(s).
6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

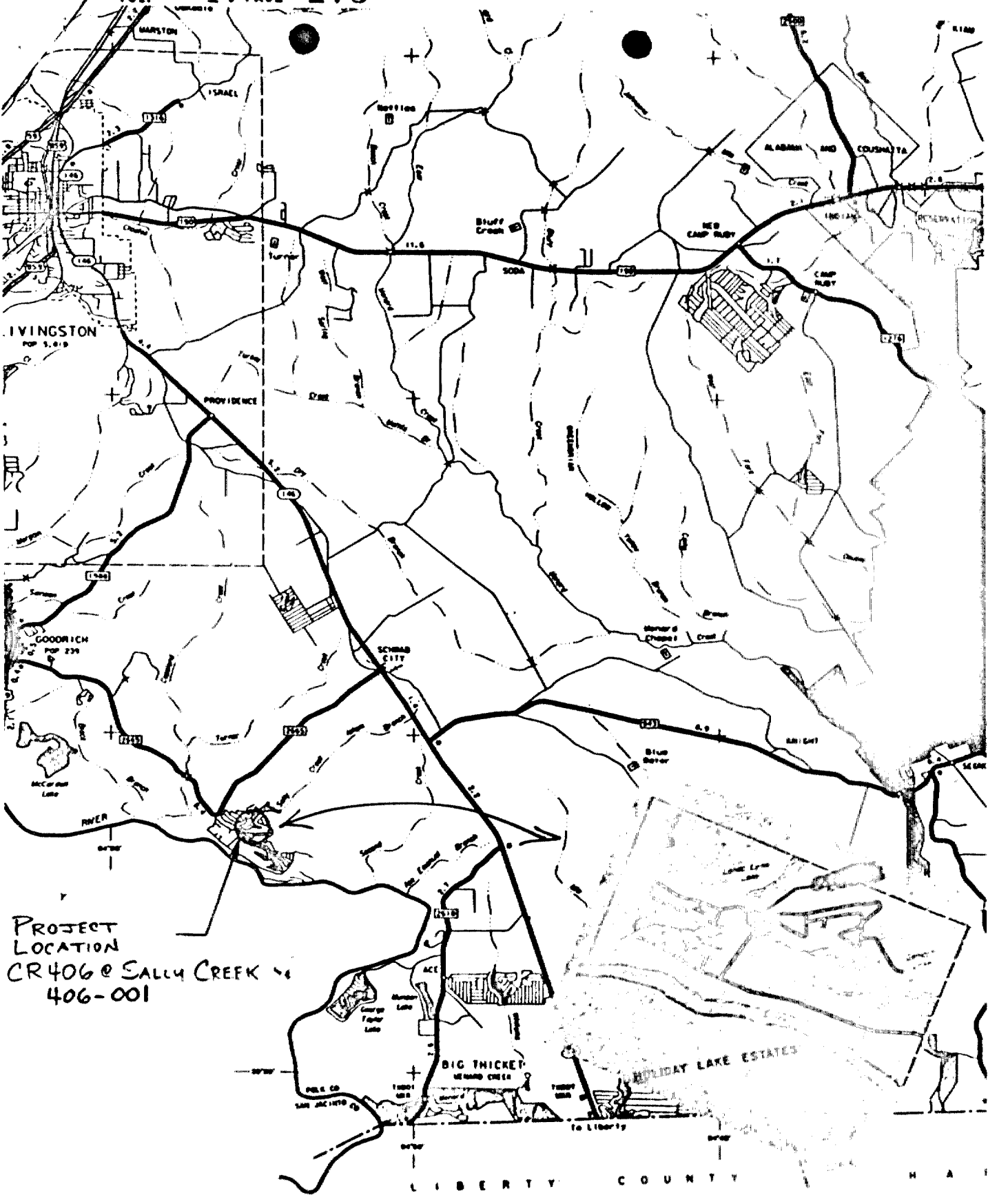
RESOLVED and approved this 13th day of February, 2001.

Attest:  / by m.H.

 Barbara Middleton, County Clerk




 John P. Thompson, County Judge



PROJECT
LOCATION
CR 406 @ SALLY CREEK
406-001

| Fund Account | Description | Increase | Decrease | Comments | Original Budget | Amended Budget | Net Change |
|--------------|-----------------------|------------------|------------------|---|-----------------|----------------|------------|
| 010-409-440 | Electricity | | 122.50 | To cover Employee Physical expense | 135,000.00 | 184,826.50 | 49,826.50 |
| 010-409-405 | Employee Physicals | 122.50 | | | 10,000.00 | 11,144.00 | 1,144.00 |
| 010-512-202 | Group Insurance | | 769.68 | To cover medical expense | 88,375.68 | 87,606.00 | -769.68 |
| 010-512-391 | Medical Expense | 769.68 | | | 75,000.00 | 123,506.97 | 48,506.97 |
| 010-512-300 | Uniforms | | 160.77 | To correct year - previously submitted as | | | |
| 010-512-495 | Security/Alarm System | | 128.72 | Fy 2001 in error - Ref 2001-08 | | | |
| 010-512-391 | Medical Expense | 289.49 | | Amendment made in correct year | | | |
| 010-271-000 | Fund Balance | | 755.97 | To cover actual expense | | | |
| 010-691-430 | Publicity/Advertising | 755.97 | | | 3,000.00 | 4,031.67 | 1,031.67 |
| 010-271-000 | Fund Balance | | 49,062.70 | To Cover IHC Expense | | | |
| 010-630-404 | Indigent Healthcare | 49,062.70 | | To cover actual expense | 581,000.00 | 1,132,179.61 | 551,179.61 |
| 015-621-105 | Salaries | | 356.88 | To Cover actual expense | 203,445.29 | 202,998.53 | -446.76 |
| 015-621-337 | Materials & Supplies | 137.96 | | | 11,000.00 | 13,017.94 | 2,017.94 |
| 015-621-456 | Parts & Repairs | 218.92 | | | 40,000.00 | 37,357.12 | -2,642.88 |
| 015-623-202 | Group Insurance | | 1,279.60 | To cover Actual Expense | 47,870.16 | 35,590.56 | -12,279.60 |
| 015-623-330 | Fuel/Oil | 619.50 | | | 11,336.00 | 52,930.65 | 41,594.65 |
| 015-623-456 | Parts & Repairs | 660.10 | | | 37,458.54 | 129,780.03 | 92,321.49 |
| | | <u>52,636.82</u> | <u>52,636.82</u> | Total | | | |

Approved By: 
Date: 2/13/01

POPLAR COUNTY
By: Bill Law, County Auditor

BUDGET REVISION
#2001-09

February 13, 2001

| Fund Account | Description | Increase | Decrease | Comments | Original Budget | Amended Budget | Net Change |
|--------------|---------------------------------|-----------------|-----------------|---|-----------------|-----------------------|------------|
| 010-009-312 | General Office Supplies | 500.00 | 2,000.00 | To allocate to Depots | 50,000.00 | 6,175.00 | -43,825.00 |
| 010-003-315 | Office Supplies | 1,500.00 | | per Co Clerk request | 0.00 | 4,800.00 | 4,800.00 |
| 010-489-315 | Office Supplies | | | per Tax Assessor request | 0.00 | 3,500.00 | 3,500.00 |
| 010-450-105 | Salaries | | 500.00 | To cover param expense | 158,707.62 | 158,207.62 | -500.00 |
| 010-450-108 | Salaries Part time | 500.00 | | To cover expense | 0.00 | 500.00 | 500.00 |
| 010-455-480 | Bonds | | 40.00 | per JP #1 request | 178.00 | 138.00 | -40.00 |
| 010-455-481 | Dues | 40.00 | | | 75.00 | 115.00 | 40.00 |
| 010-811-450 | Repair/Replacement Bldg | | 2514.35 | per Maintenance Engineering request | | 78,374.65 | 8V/ALUEI |
| 010-811-452 | Supplies/ Office Equipment | 2514.35 | | Camera system for Jail | 13,000.00 | 15,514.35 | 2,514.35 |
| 010-271-000 | Fund Balance | | 124.00 | To cover expense | 0.00 | 124.00 | -124.00 |
| 010-653-427 | Travel/Training | 124.00 | | per Constable Pct #3 request | 0.00 | 124.00 | 124.00 |
| 010-342-600 | Insurance Proceeds | -3,995.54 | | Record insurance proceeds revenue | 0.00 | -3,995.54 | -3,995.54 |
| 010-660-450 | Reimb Insurance Vehicle Repairs | 3,995.54 | | | 0.00 | 3,995.54 | 3,995.54 |
| 010-512-300 | Uniforms | | -160.77 | Correct year - Recorded correctly in FY2000 | | | |
| 010-612-495 | Security/Alarm system | | -128.72 | shown on FY2001 worksheet in error | | | |
| 010-612-391 | Medical Supplies/Services | -280.49 | | | | Memorandum Entry Only | |
| 015-380-610 | Loan Proceeds | -20,264.00 | | Loan for Jail work crew van | 0.00 | -20,264.00 | -20,264.00 |
| 015-610-673 | Capital Outlay | 20,264.00 | | Record purchase of workcrew van | 0.00 | 20,264.00 | 20,264.00 |
| 015-271-000 | Fund Balance | 178.00 | 178.00 | To cover bond purchase for Commissioner | 0.00 | 178.00 | -178.00 |
| 015-623-480 | Bond | | | To cover expense | 3,800.00 | 3,728.00 | -71.00 |
| 015-621-300 | Uniforms | | 71.00 | per Commissioner request | 0.00 | 71.00 | 71.00 |
| 015-621-481 | Dues/fees | 71.00 | | | | | |
| 032-695-489 | Contingencies | -20,000.00 | | Record reimbursement from DETCOG for truck purchase for officer | 0.00 | -20,000.00 | -20,000.00 |
| 032-698-673 | Capital Outlay | 20,000.00 | | | 0.00 | 20,000.00 | 20,000.00 |
| 081-645-334 | Food Delivery | | 2,300.00 | per Aging Director request | 200,000.00 | 197,700.00 | -2,300.00 |
| 081-645-331 | County Car Oil/Gas | 1,500.00 | | To cover expense | 1,000.00 | 2,500.00 | 1,500.00 |
| 081-645-356 | Pest control | 800.00 | | To cover expense | 0.00 | 800.00 | 800.00 |
| | | <u>7,437.86</u> | <u>7,437.86</u> | | | | |

Approved By: 
Date: 2/13/01

STATE OF TEXAS
 COUNTY OF POLK
 LIVINGSTON, TEXAS 77351

NO. 154179

DATE: 04/20/80

CHECK NO. 154179

AMOUNT \$1,277.86

QUADRA FERRANDO
 PANAHIER ICAHUI
 LIVINGSTON TX 77351

NON-NEGOTIABLE

VOID AFTER DATE OF ISSUE


⑆154179⑆ ⑆1113105465⑆ ⑆010 256⑆

VENDOR 007992

PLEASE DETACH BEFORE DEPOSITING

CHECK # 154179

| DESCRIPTION | AMOUNT | BALANCE |
|-----------------|----------|----------|
| PROVIDER RECORD | 1,277.86 | 1,277.86 |
| TOTAL AMOUNT | 1,277.86 | 1,277.86 |

Check Never Received! 

SCHEDULE OF DISBURSEMENTS

FUND DESCRIPTION DISBURSED

049 DISTRICT ATTY. HOT CHECK FUND

TOTAL OF ALL FUNDS

\$ 1,049.01

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED

W. H. LAM

COUNTY CLERK

JOHN F. THOM

COUNTY JUDGE

W. H. Lam
John F. Thom

CHEQ # 155601

BANK ACCT MAIN 01/29/2001 994 55
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****94 55

SHANNON WELSH
MC01 BOX 623-C
GOODRICH TX 77335

CHEQ # 155601

010-403-4E4 GENERAL FUND 94 55
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



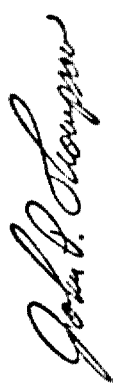
CHECK # 156968

BANK ACCT: MAIN
 01/26/2001
 \$11,200.00
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 ****11,200 00

DISTRICT ATTORNEY
JOHN HOLLEMAN

CHECK # 156968

090-222-100 DRUG FORFEITURE FUND
 PYRANI 11,200.00
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|--------------------------------|-------------------|
| 010 GENERAL FUND | 108,390.03 |
| 015 ROAD & BRIDGE ADM | 25,557.63 |
| 027 SECURITY FUND | 917.31 |
| 032 ENVIRONMENTAL SERVICES | 312.35 |
| 048 DISTRICT ATTY SPECIAL FUND | 122.48 |
| 051 ASING DEPT | 2,435.52 |
| 083 MUSEUM OPERATING FUND | 94.60 |
| 101 ADULT SUPERVISION | 15,756.70 |
| 108 CCP - SURVEILLANCE | 1,924.60 |
| 109 SPECIALIZED CASELOAD CCP | 717.58 |
| 184 JUVENILE PROBATION | 1,743.97 |
| 185 CCAP - JUVENILE PROBATION | 5,465.22 |
| TOTAL OF ALL FUNDS | 197,329.10 |

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. H. Law
John P. Thompson

DATE 01/26/2001 ELECTRONIC FEDERAL TAX PAYMENTS 1
 REF # VEN # VENDOR NAME AMOUNT
 ACH151 TELPOOL 3551.000
 TOTAL AMOUNT 3551.000

DATE 01/26/2001 15 44 24
 VENDOR NAME
 TELPOOL
 ACCOUNT NAME
 001 01-11-000 INVESTMENTS
 001 01-11-000 INVESTMENTS
 001 01-11-000 INVESTMENTS

ACCOUNT NAME
 001 01-11-000 INVESTMENTS
 001 01-11-000 INVESTMENTS
 001 01-11-000 INVESTMENTS

AMOUNT
 3551.000
 3551.000
 3551.000

DATE 01/26/2001 15 44 24
 VENDOR NAME
 TELPOOL
 ACCOUNT NAME
 001 01-11-000 INVESTMENTS
 001 01-11-000 INVESTMENTS
 001 01-11-000 INVESTMENTS

AMOUNT
 3551.000
 3551.000
 3551.000

TOTAL AMOUNT 3551.000

John A. Thompson

DATE 01/25/2001 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF # VEN # VENDOR NAME AMOUNT
ACH150 TEXPOOL \$125,000.00
TOTAL AMOUNT \$125,000.00

DATE 01/25/2001 13 01 00 VOUCHERS PAYABLE REGISTER VEHICLE PAGE 1

ALL RECORDS FROM 01/25/2001 TO 01/25/2001 DATE-TO-BE-PAID

| VOUCHER NO | ACCOUNT NUMBER | ITEM-REASON | AMOUNT | DATE | PL | PG | PG NO | AMOUNT |
|------------|------------------------------|-------------|-----------|----------|----|----|-------|------------|
| TEXPOOL | 8001 010-151-000 INVESTMENTS | TRANSFER TO | 50,000.00 | 01/24/01 | N | 04 | | 50,000.00 |
| | 8001 010-151-000 INVESTMENTS | TRANSFER TO | 40,000.00 | 01/24/01 | N | 04 | | 40,000.00 |
| | 8001 010-151-000 INVESTMENTS | TRANSFER TO | 35,000.00 | 01/24/01 | N | 04 | | 35,000.00 |
| | | | | | | | | 125,000.00 |

TOTAL CHECKS TO BE WRITTEN 125,000.00

John A. Thompson

SCHEDULE OF BILLS BY FUND

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|------------------------------|---------------|
| 010 | GENERAL FUND | 7,039.83 |
| 015 | ROAD & BRIDGE ADM | 851.54 |
| 032 | ENVIRONMENTAL SERVICES | 701.58 |
| 049 | DISTRICT ATTY HQT CHECK FUND | 282.66 |
| 051 | AGING DEPT | 433.54 |
| 061 | DEBT SERVICE FUND | 105,349.32 |
| 088 | JUDICIARY FUND | 15,592.13 |
| 090 | DPUG FORFEITURE FUND | 22,400.00 |
| 093 | CO CLERK RECORDS MGMT FUND | 14.00 |
| TOTAL OF ALL FUNDS | | 153,284.60 |

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

V. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

William H. Law

John P. Thompson

COPY

SCHEDULE OF BILLS PAYABLE

| FUND DESCRIPTION | DISBURSEMENT |
|-----------------------------------|--------------|
| 010 GENERAL FUND | 7,639.83 |
| 015 ROAD & BRIDGE ACH | 251.54 |
| 032 ENVIRONMENTAL SERVICES | 701.88 |
| 049 DISTRICT ATTORNEY CREDIT FUND | 222.00 |
| 051 AGING DEPT | 433.54 |
| 061 CEST SERVICE FUND | 105,348.30 |
| 088 JUDICIARY FUND | 15,592.13 |
| 090 DRUG FORFEITURE FUND | 22,400.00 |
| 093 CO CLERK RECORDS MGMT FUND | 14.00 |
| TOTAL OF ALL FUNDS | 152,264.60 |

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

COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

William H. Law
John P. Thompson

CHECK # 156232

BANK ACCT: MAIN 01/24/2001 \$2.27
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****2 27

J & T TIRES
1609 N HOUSTON TX 77351
LIVINGSTON

CHECK # 156232

010-228-000 GENERAL FUND INS. C 2.27
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BANK ACCT DATA
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*****200 20

MCMANUS, GLENN
2121 SHILOH RIDGE
LIVINGSTON TN 37354

010-560-427 GENERAL FUND
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

John H. Thompson

SCHEDULE OF BILLS PAID

| FUND DESCRIPTION | DISBURSEMENT |
|--------------------------|--------------|
| 010 GENERAL FUND | 45,417.37 |
| 015 ROAD & BRIDGE ADM | 5,500.00 |
| 051 AGING DEPT | 125.00 |
| 070 DRUG FORFEITURE FUND | 3,410.92 |
| TOTAL OF ALL FUNDS | 54,853.29 |

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

W. H. LAW
 COUNTY AUDITOR
W. H. Law
 JOHN P. THOMAS
 COUNTY JUDGE
John P. Thomas

fy 0

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|-----------------------|---------------|
| 010 GENERAL FUND | 2,739.33 |
| 015 ROAD & BRIDGE ADM | 1,022.98 |
| 040 LAW LIBRARY FUND | 742.50 |
| TOTAL OF ALL FUNDS | 4,504.81 |



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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|----------------------------|---------------|
| 010 GENERAL FUND | 27,818.74 |
| 032 ENVIRONMENTAL SERVICES | 25.00 |
| 051 AGING DEPT | 58.70 |
| 090 CPUS FORFEITURE FUND | 4,800.00 |
| 101 ADULT SUPERVISION | 217.41 |
| TOTAL OF ALL FUNDS | 33,719.85 |

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED BY THE BOARD OF SUPERVISORS

William J. Rios
 WILLIAM J. RIOS
 COUNTY ADMINISTRATOR

U. H. LAW
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

John P. Thompson

RECEIVED

ADDITIONAL

John P. Thompson

DATE 01/30/2001 ELECTRONIC FEDERAL TAX PAYMENTS 00011 PAGE 1

REF # VEN # VENDOR NAME AMOUNT
 ACHIEZ TEACON \$256,000.00
 TOTAL AMOUNT \$256,000.00

DATE 01/30/2001 14 04 53 VOUCHER PAYABLE REGISTER

ALL RECORDS FROM 01/18/2001 TO 01/18/2001 DATE-TIME-TO-BE PAID

| VENDOR NAME | ACCOUNT NUMBER | ACCOUNT NAME | ITEM-REASON | TAX # | VP DATE | PA | VP | PG | NO | AMOUNT | CO |
|---------------------------|------------------|--------------|-------------|--------------|----------|----|----|----|----|------------|----|
| TEACON | 0001 010-151-000 | INVESTMENTS | TRANSFER TO | GENERAL | 01/30/01 | N | 01 | | | 95,000.00 | 0 |
| | 0001 010-151-000 | INVESTMENTS | TRANSFER TO | GENERAL | 01/30/01 | N | 04 | | | 126,000.00 | 0 |
| | 0001 010-151-000 | INVESTMENTS | TRANSFER TO | GENERAL | 01/30/01 | N | 04 | | | 40,000.00 | 0 |
| | 0001 010-151-000 | INVESTMENTS | TRANSFER TO | DEBT SERVICE | 01/30/01 | N | 04 | | | 30,000.00 | 0 |
| | 0001 010-151-000 | INVESTMENTS | TRANSFER TO | DEBT SERVICE | 01/30/01 | N | 04 | | | 250,000.00 | 0 |
| TOTAL OMBUS TO BE WRITTEN | | | | | | | | | | 596,000.00 | 0 |

CHECK # 000320

BANK ACCT: JP3 01/31/2001 \$3,183.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*****3.183 00

POLK COUNTY OPERATING

CHECK # 000320

012-207-300 ELECTED OFFICIALS FEE A 1/22/0 3,183.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

John S. Thompson

ADDITIONAL

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|-----------------------|---------------|
| 010 GENERAL FUND | 339.07 |
| 015 ROAD & BRIDGE ADM | 595.00 |
| 051 AGING DEPT | 8.53 |
| TOTAL OF ALL FUNDS | 1,025.54 |

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

W H LAW
 COUNTY AUDITOR
William H Law

JOHN P THOMPSON
 COUNTY JUDGE
John P Thompson

OFFICIAL

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|------------------------------------|---------------|
| 012 ELECTED OFFICIALS FEE ACCOUNTS | 14,410 75 |
| 026 POLK COURT HISTORICAL COMM | 477 41 |
| 051 ASING CEPT | 1,842 80 |
| TOTAL OF ALL FUNDS | 16,730 76 |

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|----------------------------|---------------|
| 010 | GENERAL FUND | 118,526.25 |
| 015 | ROAD & BRIDGE ADM | 32,339.13 |
| 027 | SECURITY FUND | 451.28 |
| 032 | ENVIRONMENTAL SERVICES | 9,922.49 |
| 048 | DISTRICT ATT. SPECIAL FUND | 350.63 |
| 051 | AGING DEPT | 7,526.05 |
| 093 | MUSEUM OPERATING FUND | 250.14 |
| 101 | ADULT SUPERVISION | 17,031.44 |
| 104 | DTP - CSP | 334.29 |
| 109 | CCP - SURVEILLANCE | 1,754.92 |
| 109 | SPECIALIZED CASELOAD COP | 952.13 |
| 184 | JUVENILE PROBATION | 2,616.77 |
| 195 | CCAP - JUVENILE PROBATION | 5,816.28 |
| TOTAL OF ALL FUNDS | | 198,501.91 |

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

V. M. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

ADDITIONAL

ADDITIONAL

DATE 02/01/2001 ELECTRONIC FEDERAL TAX PAYMENTS CHECK PAGE 1

REF # VEN # CHECK DATE AMOUNT

ACH153 FIRST STATE BANK \$63,867.47

TOTAL AMOUNT \$63,867.47

| ACCOUNT NUMBER | ACCOUNT NAME | ITEM-RELATION | AMT | DATE PAID | PO NO | AMOUNT |
|------------------|------------------|------------------|-----------|-----------|-------|-----------|
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 12.84 | 01/18/01 | M 05 | 12.84 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 64.41 | 01/18/01 | M 05 | 64.41 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 48.15 | 01/18/01 | M 05 | 48.15 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 24.11 | 01/18/01 | M 05 | 24.11 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 167.15 | 01/18/01 | M 05 | 167.15 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 44.11 | 01/18/01 | M 05 | 44.11 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 139.34 | 01/18/01 | M 05 | 139.34 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 158.94 | 01/18/01 | M 05 | 158.94 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 158.11 | 01/18/01 | M 05 | 158.11 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 158.70 | 01/18/01 | M 05 | 158.70 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 248.48 | 01/18/01 | M 05 | 248.48 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 937.43 | 01/18/01 | M 05 | 937.43 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 362.31 | 01/18/01 | M 05 | 362.31 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 30,263.79 | 01/18/01 | M 05 | 30,263.79 |

| ACCOUNT NUMBER | ACCOUNT NAME | ITEM-RELATION | AMT | DATE PAID | PO NO | AMOUNT |
|------------------|------------------|------------------|----------|-----------|-------|----------|
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 128.51 | 02/02/01 | M 05 | 128.51 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 1,007.91 | 02/02/01 | M 05 | 1,007.91 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 176.31 | 02/02/01 | M 05 | 176.31 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 149.46 | 02/02/01 | M 05 | 149.46 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 1,016.40 | 02/02/01 | M 05 | 1,016.40 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 7.50 | 02/02/01 | M 05 | 7.50 |

VOUCHERS PAYABLE REGISTER

DATE 02/01/2001 14:18:23

ALL DEBITORS FROM 02/01/2001 TO 02/02/2001 DATE-TD=02-PAID

| ACCOUNT NUMBER | ACCOUNT NAME | ITEM-RELATION | AMT | DATE PAID | PO NO | AMOUNT |
|------------------|------------------|------------------|-----------|-----------|-------|-----------|
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 7.40 | 02/02/01 | M 05 | 7.40 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 2,042.05 | 02/02/01 | M 05 | 2,042.05 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 146.71 | 02/02/01 | M 05 | 146.71 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 811.79 | 02/02/01 | M 05 | 811.79 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 78.92 | 02/02/01 | M 05 | 78.92 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 118.10 | 02/02/01 | M 05 | 118.10 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 7,147.85 | 02/02/01 | M 05 | 7,147.85 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 404.28 | 02/02/01 | M 05 | 404.28 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 15,748.13 | 02/02/01 | M 05 | 15,748.13 |

| ACCOUNT NUMBER | ACCOUNT NAME | ITEM-RELATION | AMT | DATE PAID | PO NO | AMOUNT |
|------------------|------------------|------------------|-----------|-----------|-------|-----------|
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 149.15 | 02/02/01 | M 05 | 149.15 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 900.78 | 02/02/01 | M 05 | 900.78 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 501.52 | 02/02/01 | M 05 | 501.52 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 191.87 | 02/02/01 | M 05 | 191.87 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 1,840.22 | 02/02/01 | M 05 | 1,840.22 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 318.01 | 02/02/01 | M 05 | 318.01 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 1,241.17 | 02/02/01 | M 05 | 1,241.17 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 720.84 | 02/02/01 | M 05 | 720.84 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 271.10 | 02/02/01 | M 05 | 271.10 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 1,448.54 | 02/02/01 | M 05 | 1,448.54 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 271.71 | 02/02/01 | M 05 | 271.71 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 317.44 | 02/02/01 | M 05 | 317.44 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 219.15 | 02/02/01 | M 05 | 219.15 |
| 0001 015-008-100 | SALARIES PAYABLE | 0001 015-008-100 | 15,269.42 | 02/02/01 | M 05 | 15,269.42 |

| ACCOUNT NUMBER | ACCOUNT NAME | ITEM-RELATION | AMT | DATE PAID | PO NO | AMOUNT |
|------------------|------------------|------------------|----------|-----------|-------|----------|
| 0001 100-010-201 | SALARIES PAYABLE | 0001 100-010-201 | 104.22 | 02/02/01 | M 05 | 104.22 |
| 0001 100-010-201 | SALARIES PAYABLE | 0001 100-010-201 | 281.59 | 02/02/01 | M 05 | 281.59 |
| 0001 100-010-201 | SALARIES PAYABLE | 0001 100-010-201 | 1,343.74 | 02/02/01 | M 05 | 1,343.74 |
| 0001 100-010-201 | SALARIES PAYABLE | 0001 100-010-201 | 611.01 | 02/02/01 | M 05 | 611.01 |
| 0001 100-010-201 | SALARIES PAYABLE | 0001 100-010-201 | 2,768.87 | 02/02/01 | M 05 | 2,768.87 |

John S. Thompson

DATE 02/01/2001 ELECTRONIC FEDERAL TAX PAYMENTS VENDOR PAGE 1
 REF # VEN # VENDOR NAME AMOUNT
 ACH154 TEXPOOL \$701,000.00
 TOTAL AMOUNT \$701,000.00

DATE 02/01/2001 10 49 38 VOUCHERS PAYABLE REGISTER VENDOR PAGE 1
 ALL RECORDS FROM 02/01/2001 TO 02/01/2001 DATE-TD-DE-PAID

| VENDOR NAME | ACCOUNT NUMBER | ACCOUNT NAME | ITEM REASON | INV # | WF DATE | PA | PP | PD | PO | NO | AMOUNT |
|----------------------------|------------------|--------------|-------------|-------|----------|----|----|----|----|----|------------|
| TEXPOOL | 2001 010-151-000 | INVESTMENTS | TRANSFER TO | | 02/01/01 | M | | | | 04 | 20,000.00 |
| | 2001 040-151-000 | INVESTMENTS | TRANSFER TO | | 02/01/01 | M | | | | 04 | 45,000.00 |
| | 2001 010-151-000 | INVESTMENTS | TRANSFER TO | | 02/01/01 | M | | | | 04 | 480,000.00 |
| | 2001 010-151-000 | INVESTMENTS | TRANSFER TO | | 02/01/01 | M | | | | 04 | 111,000.00 |
| | 2001 010-151-000 | INVESTMENTS | TRANSFER TO | | 02/01/01 | M | | | | 04 | 145,000.00 |
| | 2001 010-151-000 | INVESTMENTS | TRANSFER TO | | 02/01/01 | M | | | | 04 | 791,000.00 |
| TOTAL CHECKS TO BE WRITTEN | | | | | | | | | | | 791,000.00 |

John P. Longmire
 ADDITIONAL

ADDITIONAL

COPY

SCHEDULE OF DISBURSEMENTS

| FUND DESCRIPTION | DISBURSEMENTS |
|-------------------------------|---------------|
| 101 ADULT SUPERVISION | 419.00 |
| 108 CCP - SUPERVILLANCE | 969.00 |
| 109 SPECIALIZED CASELOAD CCP | 59.33 |
| 184 JUVENILE PROBATION | 191.24 |
| 185 COAP - JUVENILE PROBATION | 419.36 |
| TOTAL OF ALL FUNDS | 2,466.73 |

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR

W. H. Law

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON


COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|--------------------|---------------|
| 010 GENERAL FUND | 1,282.89 |
| TOTAL OF ALL FUNDS | 1,282.89 |

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

W. H. LAW
 COUNTY AUDITOR

 JOHN P. THOMPSON
 COUNTY JUDGE

ADDITIONAL

COPY

ADDITIONAL

COPY

FEDERAL TAX PAYER'S

FEDERAL TAX PAYER'S

FEDERAL TAX PAYER'S

REF # VEN # VENDOR NAME AMOUNT

ACH155 TEMPOCO 1621.000 00

TOTAL AMOUNT 1621.000 00

DATE 08-01-04 16 24 11

VENDOR NAME TEMPOCO

ACCOUNT NUMBER 2001 010-151-000 INVESTMENTS

ACCOUNT NAME 2001 010-151-000 INVESTMENTS

ITEM-REASON TRANSFER TO

DATE 08-01-04

AMOUNT 1621.000 00



TOTAL DEBTS TO BE WRITTEN 1621.000 00

John A. Thompson

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|--------------------|---------------|
| 010 GENERAL FUND | 7,500.00 |
| TOTAL OF ALL FUNDS | 7,500.00 |

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

V. H. LAW 
 COUNTY AUDITOR
 JOHN P. THOMPSON 
 COUNTY JUDGE

ADDITIONAL

ADDITIONAL

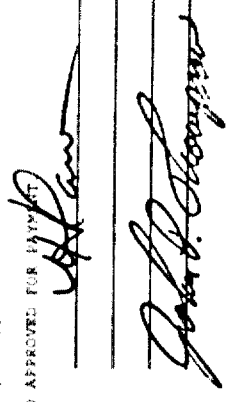
COPY

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|----------------------------|---------------|
| 010 GENERAL FUND | 4,539.25 |
| 012 ENVIRONMENTAL SERVICES | 500.00 |
| 061 DEBT SERVICE FUND | 200,602.50 |
| 068 JUDICIARY FUND | 1,451.00 |
| TOTAL OF ALL FUNDS | 295,093.63 |

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

W. H. LAN
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE



DATE 02/08/2001 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1
 REF # VEN # VENDOR NAME AMOUNT
 ACH156 TEXPOOL \$459,000.00
 TOTAL AMOUNT \$459,000.00

VCH100 PAGE 1

VOUCHERS PAYABLE REGISTER

DATE 02/08/2001 11:50:31

ALL RECORDS FROM 02/08/2001 TO 02/08/2001 DATE-TO-BE-PAID

| VENDOR NAME | ACCOUNT NUMBER | ACCOUNT NAME | ITEM/REASON | INV # | VP DATE | FA | 99 | PD | FO | MO | AMOUNT |
|-------------|------------------|--------------|-------------|--------------|----------|----|----|----|----|----|------------|
| TEXPOOL | 2001 010-151-000 | INVESTMENTS | TRANSFER TO | GENERAL | 02/08/01 | M | M | 05 | | | 130,000.00 |
| | 2001 015-151-000 | INVESTMENTS | TRANSFER TO | ROAD & BRIDG | 02/08/01 | M | M | 05 | | | 40,000.00 |
| | 2001 061-151-000 | INVESTMENTS | TRANSFER TO | DEBT SERVICE | 02/08/01 | M | M | 05 | | | 18,000.00 |
| | 2001 010-151-000 | INVESTMENTS | TRANSFER TO | GENERAL | 02/08/01 | M | M | 05 | | | 135,000.00 |
| | 2001 015-151-000 | INVESTMENTS | TRANSFER TO | ROAD & BRIDG | 02/08/01 | M | M | 05 | | | 100,000.00 |
| | 2001 061-151-000 | INVESTMENTS | TRANSFER TO | DEBT SERVICE | 02/08/01 | M | M | 05 | | | 36,000.00 |
| | | | | | | | | | | | 459,000.00 |

TOTAL CHECKS TO BE WRITTEN 459,000.00

John D. Thompson

ADDITIONAL



SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|----------------------------------|---------------|
| 010 GENERAL FUND | 200,894.75 |
| 015 ROAD & BRIDGE ADM | 22,468.23 |
| 027 SECURITY FUND | 1.99 |
| 032 ENVIRONMENTAL SERVICES | 21,226.98 |
| 049 DISTRICT ATTY NOT CHECK FUND | 647.04 |
| 051 AGING DEPT | 9,365.91 |
| 061 DEBT SERVICE FUND | 6,355.35 |
| 090 DRUG FORFEITURE FUND | 3,486.42 |
| TOTAL OF ALL FUNDS | 266,646.67 |

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

W. M. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]
[Signature]

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|----------------------------|---------------|
| 010 GENERAL FUND | 14,825.89 |
| 032 ENVIRONMENTAL SERVICES | 5,500.00 |
| 051 AGING DEPT | 138.00 |
| TOTAL OF ALL FUNDS | 20,463.89 |

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

 W. H. LAW
 COUNTY AUDITOR

 JOHN P. THOMPSON
 COUNTY JUDGE

John P. Thompson

ADDITIONAL

Addendum Schedule of Bills for Court Dated 02/13/2001

FY 2001

| | | |
|---|------------|---------------|
| TXI | \$1,889.98 | RB # 3 |
| LESTER TATUM ^{(Constable} _(Pet #1) | \$279.80 | CONSTABLE # 2 |
| C. T. JONES INS. | \$426.00 | RB # 1 |
| ETON | \$207.14 | RB # 3 |
| HUGHES OIL | \$2,331.34 | RB # 3 |
| WEST GROUP | \$742.60 | CC@L |
| EAST TX TRUCK & MILL | \$705.94 | RB # 3 |
| HI-WAY EQUIPMENT | \$84.60 | RB # 3 |
| COMMERCIAL BILLING | \$86.24 | RB # 3 |
| MUSTANG TRACTOR | \$1,437.44 | RB # 3 |
| DURHAM OUTDOOR | \$352.56 | RB # 3 |
| REINHARDT AUTO PARTS | \$1,447.25 | RB # 3 |
| LIVINGSTON LOCK & KEY | \$25.00 | RB # 3 |
| CALIFORNIA CONTRACTORS | \$503.28 | DIST. CLERK |
| HUMBLE ELEVATOR | \$1,058.20 | WASTE MGMT. |
| GENERAL WIRE | \$1,095.26 | COURT HOUSE |
| TEXAS AUTOMOTIVE PARTS | \$483.51 | MAINT. ENG. |
| EXXON CARD SERVIC | \$248.32 | AGING/MAINT. |
| A-C INDIAN NATION FIRE DEPT. | \$1,385.61 | AGING/MAINT. |
| HANSON HARDWARE | \$75.75 | FIRE DEPT. |
| NETWORK SOLUTIONS, INC. | \$70.00 | RB # 2 |
| CURTIS JORDAN/C&B REPAIR | \$4,984.00 | CO. JUDGE |
| TOTAL | | RB # 3 |

\$19,919.82

FY 2000

| | | |
|-------------------------|-------------|------------------|
| UTMB @ GALVESTON | \$113.55 | INDIGENT CARE |
| MEMORIAL MED/ LIV. | \$19,863.59 | INDIGENT CARE |
| MMC/LIV RURAL HEALTH | \$35.00 | INDIGENT CARE |
| DR. BOULTINGHOUSE | \$35.00 | JAIL MEDICAL |
| MIKE NETTLES | \$37.00 | SHERIFF DEPT. |
| RURAL METRO | \$450.00 | JAIL |
| TELOM SUPPLY | \$417.93 | CO. CLERK/S.DEP. |
| AMERICAN 3CI | \$30.19 | JAIL |
| WASTE MGMT. PETTY CASH | \$118.28 | WASTE MGMT. |
| MUSTANG TRACTOR | \$641.20 | RB # 3 |
| STORY-WRIGHT | \$40.32 | COUNTY |
| POLK CO. PUBLISHING CO. | \$250.82 | COUNTY |
| LIVINGSTON QUICK LUBE | \$182.95 | SHERIFF DEPT. |
| COMMERCIAL BILLING | \$62.45 | RB # 2 |

TOTAL

\$22,278.28



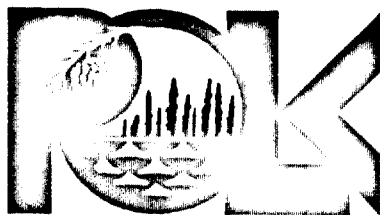
DATE: JANUARY 24, 2001 THROUGH FEBRUARY 13, 2001

| NO. | EMPLOYEE | DEPT. | JOB | TYPE OF | GROUP STEP & WAGE | ACTION TAKEN |
|-----|----------|-------|-----|---------|-------------------|--------------|
|-----|----------|-------|-----|---------|-------------------|--------------|

DATE: JANUARY 24, 2001 THROUGH FEBRUARY 13, 2001

| NO. | EMPLOYEE | DEPT. | JOB | TYPE OF | GROUP STEP & WAGE | ACTION TAKEN |
|------|----------------------------------|---------------------------------|-------------------------------|---------------------|----------------------|--|
| (1) | PATRICIA ANDERSON | AGING ONALASKA | #1285 COOK | LABOR POOL (900) | UNCLASSIFIED \$7.13 | RESIGNED EFFECTIVE 01/27/2001 |
| (2) | FRANCES HOPSON | AGING LIVINGSTON | #1285 COOK | REGULAR PART-TIME | UNCLASSIFIED \$7.31 | TRANSFER TO ONALASKA TO REG. PIT COOK UNCLASS. \$7.31 EFFECTIVE 01/29/01 |
| (3) | BETTIE MITCHELL | SHERIFF TELECOMMUNICATIONS OPER | #1043 | LABOR POOL | 11(1) \$8.56 | TRANSFERRED TO JAIL #1055 CORRECTIONS OFFICER 12/1 \$18094.24 FIT EFFECTIVE 02/14/01 |
| (4) | LANCE SEAMANS | COUNTY EXTENSION | N/A | TEMPORARY PART-TIME | UNCLASSIFIED \$10.00 | RE-HIRE TO FILL IN UNTIL AG. INTERN IS HIRED EFFECTIVE 02/01/2001 |
| (5) | YAMATA CARTER | AGING LIVINGSTON | #1285 COOK | LABOR POOL | UNCLASSIFIED \$8.79 | NEW-HIRE EFFECTIVE 01/29/01 |
| (6) | RITA ABSHER | AGING ONALASKA | #1285 COOK | LABOR POOL | UNCLASSIFIED \$8.79 | NEW-HIRE emergency EFFECTIVE 02/12/01 |
| (7) | BERNICE COFFEY COFFEY | AGING ONALASKA | #1286 COOK | LABOR POOL (900) | UNCLASSIFIED \$7.13 | RESIGNED 02/08/01 |
| (8) | ROB MYERS | JAIL | #1055 CORRECTIONS OFFICER | REGULAR FULL-TIME | 12/2 \$19,152.57 | RESIGNED EFFECTIVE 02/13/01 |
| (9) | BENJAMIN ANDERSON JR | WASTE MANAGEMENT | #108 HEAVY EQUIPMENT OPERATOR | TEMPORARY FULL-TIME | 14/1 \$20,823.99 | NEW-HIRE EFFECTIVE 02/15/01 (PENDING OUTCOME OF PHYSICAL) ADDITIONAL |
| (10) | JAMIE MULLER | WASTE MANAGEMENT | #108 HEAVY EQUIPMENT OPERATOR | REGULAR FULL-TIME | 14/2 \$21,130.54 | RESIGNED EFFECTIVE 02/13/01 ADDITIONAL |
| (11) | | | | | | |
| (12) | | | | | | |
| (13) | | | | | | |

#20



LEASE AGREEMENT

THE STATE OF TEXAS •
COUNTY OF POLK •

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into this 13th day of February, 2001, by and between the **COUNTY OF POLK, STATE OF TEXAS**, hereinafter referred to as Lessor, and Joe Barringer and B.J. Pate, dba **S & J SURVEY**, hereinafter referred to as Lessee:

WITNESSETH:

That Lessor does, by these presents, lease and demise unto Lessee, the following property, lying and being situated in the City of Corrigan, County of Polk, State of Texas, and being more particularly described as follows:

Being a 24' x 34' building space situated in the County building located at 919 S. Home, Corrigan, Texas, with total space comprised of two (2) rooms;

for a term of two (2) years beginning on the 1st day of February, 2001 and ending on the 31st day of January, 2003, to be occupied for the purpose of office space, and said premises are to be used in no other manner and for no other purposes whatsoever, without prior written consent of the Lessor, for the following considerations and covenants:

1.

Lessee shall pay Three Hundred and No/100 (\$300.00) Dollars per month to the County Treasurer of Polk County, Texas, in advance on the first day of each respective month for a period of twenty-four (24) months, beginning on the 1st day of February, 2001.

2.

Lessee agrees to accept possession of the demised premises in its present condition, and to maintain said premises throughout the term.

3.

Lessor shall not be liable to Lessee, or to any other person whatsoever, for any injury, loss or damage to any person or property in or upon said premises; and Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, and to save Lessor harmless therefrom.

4.

Lessor hereby covenants and agrees that Lessee shall and will, upon payment of all of the rents herein provided to be paid by Lessee, and upon fully observing and performing the covenants and agreements herein provided to be observed and performed by Lessee, quietly and peaceably possess and enjoy said above demised premises, unless said lease be sooner terminated, under and in accordance with any of the provisions herein elsewhere contained providing for such termination.

5.

Lessee shall, at its own expense, during the term of this lease, provide and maintain in force personal liability and property insurance with one or more responsible insurance companies duly authorized to transact business in the State of Texas, and Lessee shall furnish Lessor with a copy of such policy or certificate of insurance required by this section.

6.

Lessee shall, at its own expense, during the term of this lease, provide and be solely responsible for all utilities, maintenance and repairs to the space described herein.

7.

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 a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

8.

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 to the other party reasonable attorney's fees so incurred by such other party.

9.

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

10.

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.

11.

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 effect any other provision thereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.

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

13.

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.


14.

Time is of the essence of this lease.

EXECUTED this the 13th day of February, 2001.

COUNTY OF POLK
Lessor

ATTEST:


BY: JOHN P. THOMPSON, County Judge
and in his representative capacity
of the Commissioners Court of Polk County, Texas


County Clerk

S & J SURVEY
Lessee

Joe Barringer (Authorized Signature)

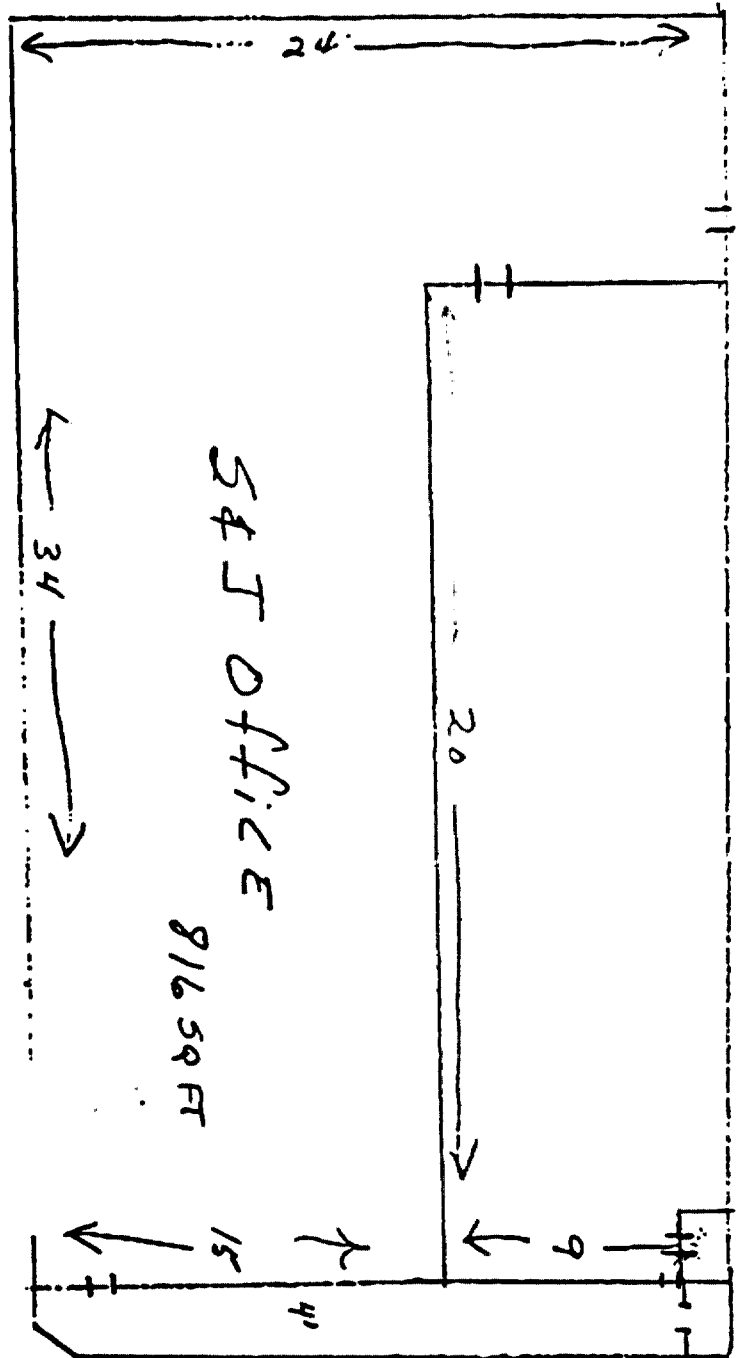
Date

B.J. Pate (Authorized Signature)

Date

Alane - Dent also are leasing

598-9557
919 S. Home
Corrigan, TX 75939



#22

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



IN THE MATTER OF AN
ENFORCEMENT ACTION
CONCERNING
POLK COUNTY
MUNICIPAL SOLID WASTE PERMIT
NO. 1384

§
§
§
§
§
§

BEFORE THE

TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION

AGREED ORDER
DOCKET NO. 2000-0918-MSW-E

I. JURISDICTION AND STIPULATIONS

At its _____ agenda, the Texas Natural Resource Conservation Commission ("the Commission" or "TNRCC") considered this agreement of the parties, resolving an enforcement action regarding Polk County under the authority of the TEX. HEALTH & SAFETY CODE ch. 361 and TEX. WATER CODE ch. 7. The Executive Director of the TNRCC, through the Enforcement Division, appear before the Commission and together stipulate that:

1. Polk County owns and operates a Municipal Solid Waste Type I Landfill 3 miles West of U.S. 59 and Farm to Market 942 Intersection, Polk County, Texas (the "Facility").
2. The facility manages municipal solid waste as defined in TEX. HEALTH & SAFETY CODE ch. 361.
3. The Commission and Polk County agree that the Commission has jurisdiction to enter this Agreed Order, and that is subject to the Commission's jurisdiction.
4. Polk County received notice of the violations alleged in Section II ("Allegations") on or about May 2, 2000.
5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by Polk County of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
6. An administrative penalty in the amount of One Thousand Dollars (\$1,000) is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). Two Hundred Dollars (\$200) is deferred contingent upon Polk County's timely and satisfactory compliance with all the terms of this Agreed Order. If Polk County fails to timely and satisfactorily comply with all requirements of this Agreed Order, the Executive Director may require Polk County to pay all or part of the deferred penalty. Eight Hundred Dollars (\$800) shall be conditionally offset by Polk County's completion of a Supplemental Environmental Project.

Polk County
DOCKET NO. 2000-0918-MSW-E
Page 2

7. Any notice and procedures which might otherwise be authorized or required in this action are waived in the interest of a more timely resolution of the matter.
8. The Executive Director of the TNRCC and Polk County have agreed on a settlement of the matters alleged in this enforcement action, subject to the approval of the Commission.
9. The Executive Director recognizes that Polk County has submitted the required financial documentation required to demonstrate continuous financial assurance, as noted in a September 26, 2000, letter from the Financial Assurance Section.
10. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that Polk County has not complied with one or more of the terms or conditions in this Agreed Order.
11. This Agreed Order is not intended to become a part of Polk County's compliance history.
12. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
13. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

II. ALLEGATIONS

As owner and operator of the Facility, Polk County is alleged to have failed to demonstrate continuous financial assurance coverage for closure and post-closure care for the county's regional Type I Landfill, in violation of 30 TEX. ADMIN. CODE §§ 37.271(5) and 37.111, as documented during a record review conducted on April 27, 2000.

III. DENIALS

Polk County generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TNRCC that Polk County pay an administrative penalty as set forth in Section I, Paragraph 6 above. The imposition of this administrative penalty and Polk County's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "TNRCC" and shall be sent with the notation "Re: Polk County, Docket No. 2000-0918-MSW-E" to:

Polk County
DOCKET NO. 2000-0918-MSW-E
Page 3

Financial Administration Division, Revenues Section
Attention: Cashier's Office, MC 214
Texas Natural Resource Conservation Commission
P.O. Box 13088
Austin, Texas 78711-3088

2. Polk County shall implement and complete a Supplemental Environmental Project (SEP) in accordance with TEX. WATER CODE § 7.067. As set forth in Section I, Paragraph 6, above, Eight Hundred Dollars (\$800) of the assessed administrative penalty shall be offset with the condition that Polk County implement the SEP defined in Attachment A, incorporated herein by reference. Polk County's obligation to pay the conditionally offset portion of the administrative penalty assessed shall be discharged upon final completion of all provisions of the SEP agreement.
3. The provisions of this Agreed Order shall apply to and be binding upon Polk County. Polk County is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Facility operations referenced in this Agreed Order.
4. This Agreed Order, issued by the Commission, shall not be admissible against Polk County in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
5. The Chief Clerk shall provide a copy of this Agreed Order to each of the parties. By law, the effective date of this Agreed Order is the third day after the mailing date, as provided by 30 TEX. ADMIN. CODE § 70.10(b) and TEX. GOV'T CODE § 2001.142.

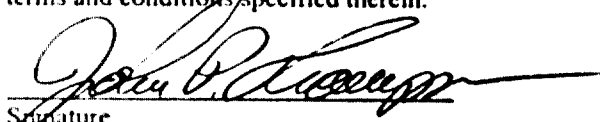
Polk County
DOCKET NO. 2000-0918-MSW-E
Page 4

SIGNATURE PAGE

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

For the Commission

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity, if any, indicated below my signature, and I do agree to the terms and conditions specified therein.



Signature

2/13/01

Date

John P. Thompson

Name (Printed or typed)
Authorized Representative of
Polk County

County Judge, Polk County

Title

Jim Phillips
Deputy Director
Office of Legal Services
Texas Natural Resource Conservation Commission

Date

Instructions: Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenues Section at the address in Section IV, Paragraph 1 of this Agreed Order.

Attachment A

SUPPLEMENTAL ENVIRONMENTAL PROJECT

The Texas Natural Resource Conservation Commission ("TNRCC") agrees to offset a portion of the administrative penalty assessed in this Agreed Order with the condition that Polk County shall perform and comply with the following Supplemental Environmental Project ("SEP") provisions. The total amount of the conditional offset for the SEP, upon completion according to the terms and schedules listed below, shall be eight hundred dollars (\$800.00) of the administrative penalty of eight hundred dollars (\$800.00).

1. Project Description

A. Project

Polk County will remove abandoned underground storage tanks from a piece of property recently acquired in foreclosure proceedings. The responsible party is financially unable to pull them. Polk County will:

- Remove and destroy the underground tanks;
- Conduct sampling;
- Remove and properly dispose of any liquids found in the tanks; and
- If sampling indicates a tank has leaked, Polk County will notify the TNRCC SEP Coordinator and the TNRCC Beaumont Regional office.

The SEP will be done in accordance with all federal, state and local environmental laws and regulations. Polk County will use SEP monies only for the direct cost of implementing the project and no portion will be spent on administrative costs.

Polk County certifies that there is no prior commitment to do this project and that it is being performed solely in an effort to settle this enforcement action.

This SEP will provide a discernible environmental benefit by reducing the threat leaking abandoned underground storage tanks pose to the state's water resources.

B. Minimum Expenditure

The offset of eight hundred dollars (\$800.00) of the administrative penalty is based upon Polk County's agreement to spend at least eight hundred dollars (\$800.00) to complete the project described above and to comply with all other provisions of this SEP.

Subject to previously stated restrictions on the use of SEP monies and to the extent it can be documented, Polk County will receive credit for the hours its employees and equipment are used implementing the SEP. Equipment credits will be based on the schedule of equipment rates published by the Federal Emergency Management Agency. Polk County will not receive credit for volunteer labor or equipment. Polk County will also not receive credit for gratuities and/or inducements for volunteers.

2. Performance Schedule

Within 30 days after the effective date of this Agreed Order, Polk County will begin implementation of this SEP. The project will be completed within 180 days after the effective date of this order.

3. Records and Reporting

A report summarizing all costs will be due 30 days following the conclusion of the project. The final report shall contain the following information:

1. An itemized list of expenditures and costs incurred with receipts or other verifying documentation attached;
2. The total amount of costs incurred;
3. Photographs;
4. Volume of liquids removed and disposed of;
5. Time sheets showing hours employees worked on the project;
6. Equipment logs showing hours equipment was used on the project;
7. A statement of quantifiable environmental benefits; and
8. Any additional information Polk County believes will demonstrate compliance with this agreement.

Copies of receipts, invoices, and other documentation verifying appropriate expenditures and the completion of the project must be submitted with the final report.

Polk County agrees to provide additional information required by the SEP Coordinator and allow access to all financial records related to the receipt and expenditure of SEP monies and to allow a representative of the TNRCC, upon request, access to the site of any work being financed in whole or in part by SEP monies. All SEP reports and information shall be submitted to the following address:

Litigation Division
Attention: SEP Coordinator, MC 175
Texas Natural Resource Conservation Commission
P.O. Box 13087
Austin, Texas 78711-3087

4. Failure to Fully Perform

If Polk County does not perform its obligations under this SEP, the Executive Director may require immediate payment of all or part of the eight hundred dollars (\$800.00) conditionally offset.

The check for any amount due shall be made out to "Texas Natural Resource Conservation Commission" and mailed to:

Texas Natural Resource Conservation Commission

Polk County
AGREED ORDER
Attachment A

Financial Administration Division, Revenues
Attention: Cashier, MC 214
P.O. Box 13088
Austin, Texas 78711-3088

A copy of the check shall be mailed to the TNRCC SEP Coordinator at the address in Section 3 above.

5. Publicity

Any public statements concerning this SEP made by, or on behalf of, Polk County must include a clear statement that the project was performed as part of the settlement of an enforcement action brought by the TNRCC. Such statements include, but are not limited to, advertising, public relations, and press releases.

6. Clean Texas Program

Polk County shall not include this SEP in any application made to TNRCC under the "Clean Texas" (or any successor) program(s). Similarly, Polk County may not seek recognition for this contribution in any other State or Federal regulatory program.

7. Other SEPs by TNRCC or Other Agencies

The SEP identified in this Agreed Order has not been, and shall not be, included as an SEP for Polk County under any other Agreed Order negotiated with the TNRCC or any other agency of the State or Federal government.



RESOLUTION

Supporting Legislation Clarifying Local Government Authority for On-Site Sewage Disposal System Standards

WHEREAS, The existing Health and Safety Code, Title 5, 366.032, (b) and (c) sets forth that a local government entity may adopt more stringent standards for on-site sewage disposal systems than the State's minimum standards. However, when a local government entity attempts to adopt more stringent standards, the TNRCC works to maintain the minimum standards for the vast and diversified conditions in Texas; and

WHEREAS, Counties should have the clear authority to adopt more stringent health and safety standards with respect to local conditions and the welfare of the local community; and

WHEREAS, Representatives from TNRCC have publicly stated that, if an eight word phrase in the existing Health and Safety Code 366.032 (b) were omitted, then a local government entity could adopt and enact more stringent public health standards for on-site sewage disposal systems without TNRCC's intervention; and

WHEREAS, the Polk County Commissioners Court, in cooperation with the North Central Texas Council of Governments supports the proposed change to the Health and Safety Code, as shown by attachment to this resolution;

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Commissioners Court, as governing body of Polk County, hereby approves this resolution this 13th day of February, 2001.

John P. Thompson
County Judge, Polk County, Texas

Attest,

Barbara Middleton, County Clerk

Agreement

This Agreement is entered into by and between Polk County (the "Issuer") and First Southwest Company ("FSC") (the Issuer and FSC are sometimes referred to collectively as the "Parties"). The Parties hereby agree as follows:

Section 1. General Recitals

- a. The Issuer and FSC entered into a Financial Advisory Services Agreement (the "FA Agreement") dated as of January 13, 1998. The FA Agreement is presently in effect.
- b. The Issuer presently intends to issue indebtedness in the approximate amount of \$520,000 (the "Series 2001 Notes").
- c. FSC desires to act as placement agent for the Series 2001 Notes.
- d. Rule G-23 (d) of the rules of the Municipal Securities Rulemaking Board (the "MSRB Rules") provides that no municipal securities dealer ("Dealer") having a financial advisory relationship with respect to an issue of municipal securities shall act as a placement agent for an issue sold on a negotiated basis, unless the following conditions are satisfied:
 - 1) the financial advisory relationship with respect to such issue has been terminated in writing and the issuer has consented in writing to the Dealer's participation in the placement of the securities;
 - 2) the Dealer has disclosed in writing at such termination that there may be a conflict of interest in changing from the capacity of financial advisor to placement agent and the issuer acknowledges the receipt of such disclosure in writing; and
 - 3) the Dealer has expressly disclosed in writing, at or before such termination, the source and anticipated amount of all remuneration to the Dealer with respect to such issue and the issuer has expressly acknowledged in writing the receipt of such disclosure.

Section 2. Financial Advisory Relationship Termination

- a. The financial advisory relationship between the Issuer and FSC with respect to the Series 2001 Notes is hereby terminated. The FA Agreement shall remain in effect and is still applicable to any and all indebtedness, other than the Series 2001 Notes, issued by the Issuer.
- b. Any notice requirements necessary for such termination are hereby waived by both the Issuer and FSC.

Section 3. Proposal for Placement of the Series 2001 Notes

- a. ^{gm}_{4,500} Based upon the current proposal to issue a total of \$520,000 of the Series 2001 Notes, the total amount of remuneration to be received by FSC, in the event FSC is retained by the Issuer as Placement Agent for the Series 2001 Bonds, is anticipated to be approximately \$7,500. In the event the Issuer shall determine to change the total amount of the Series 2001 Notes to be issued, the total amount of the remuneration proposed to be paid to FSC with respect to the placement of the Series 2001 Notes may also change, in accordance with a fee schedule to be provided to the Issuer by FSC. By executing this letter Agreement, the Issuer acknowledges the disclosure by FSC of its total anticipated remuneration with respect to the Series 2001 Notes.
- b. The MSRB Rules provide that there may be a conflict of interest in changing from the capacity of financial advisor to placement agent and that FSC is required to disclose such possibility to the Issuer. By providing this Agreement to the Issuer, FSC is disclosing to the Issuer this potential conflict of interest. By executing this Agreement, the Issuer acknowledges the receipt of such disclosure.

The Parties have caused this Agreement to be duly executed in multiple originals on this the _____ day of _____, 2001.

FIRST SOUTHWEST COMPANY

POLK COUNTY

By: Hill A. Feinberg
Hill A. Feinberg
Chairman and Chief Executive Officer

By: John P. Thompson
Print Name: _____
Title: _____

Agreement

This Agreement is entered into by and between Polk County (the "Issuer") and First Southwest Company ("FSC") (the Issuer and FSC are sometimes referred to collectively as the "Parties"). The Parties hereby agree as follows:

Section 1. General Recitals

- a. The Issuer presently intends to issue indebtedness in the approximate amount of \$520,000 (the "Series 2001 Notes").
- c. The Issuer wishes to employ FSC as placement agent for the Series 2001 Notes.

Section 2. Placement of the Series 2001 Notes

- a. The Issuer will pay FSC a fee, in accordance with subsection (b) of this Section 2, to place the Series 2001 Notes with a purchaser or purchasers. This fee shall be paid upon delivery of the proceeds of the Series 2001 Notes to the Issuer.
- b. In consideration of the services provided by FSC as placement agent pursuant to this Agreement, the Issuer agrees to pay FSC a fee for services provided in connection with the placement of the Series 2001 Notes determined in accordance with the following schedule:

| | | |
|---------------------------|------------------------------------|-----------------|
| \$10.00 per \$1,000 up to | \$250,000 or a total of \$5,500 | for \$ 250,000 |
| \$ 8.00 per \$1,000 next | \$250,000 or a total of \$7,500 | for \$ 500,000 |
| \$ 4.50 per \$1,000 next | \$500,000 or a total of \$9,750 | for \$1,000,000 |
| \$ 3.75 per \$1,000 next | \$500,000 or a total of \$11,625 | for \$1,500,000 |
| \$ 3.00 per \$1,000 next | \$500,000 or a total of \$13,125 | for \$2,000,000 |
| \$ 2.50 per \$1,000 next | \$1,000,000 or a total of \$15,625 | for \$3,000,000 |

- c. The Issuer will be responsible for the following expenses relating to the Series 2001 Notes:
 - Bond counsel fee and charges
 - Any out of state travel in connection with the Series 2001 Notes
 - Printing and distribution costs of offering documents and securities
 - Cost of any required notices

With the exception of the bond counsel fee and charges, FSC will pay the listed expenses and invoice the Issuer for reimbursement at the time of the successful delivery of the bond proceeds.

- d. Based upon the current proposal to issue a total of \$520,000 of the Series 2001 Notes, the total amount of remuneration to FSC is anticipated to be approximately ~~\$7,500~~ ^{4,500 JTM}. In the event the Issuer shall determine to change the total amount of the Series 2001 Notes to be issued, the total amount of the remuneration to FSC with respect to the placement of the Series 2001 Notes may also change, in accordance with the fee schedule set forth in subsection 2.b.

above.

The Parties have caused this Agreement to be duly executed in multiple originals by their duly authorized representatives on this the _____ day of _____, 20__.

FIRST SOUTHWEST COMPANY

POLK COUNTY

By: Hill A. Feinberg
Hill A. Feinberg
Chairman and Chief Executive Officer

By: [Signature]
Print Name: _____
Title: _____

AN ORDER by the Commissioners Court of Polk County, Texas calling a bond election to be held in said County, making provision for the conduct of the election and resolving other matters incident and related to such election.

WHEREAS, the Commissioners Court of Polk County, Texas hereby finds that an election should be held to determine whether said governing body shall be authorized to issue bonds of said County in the amounts and for the purposes hereinafter identified; now, therefore,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

SECTION 1: An election shall be held on the 5th day of May, 2001 in Polk County, Texas, which date is not less than fifteen (15) nor more than ninety (90) days from the date of the adoption hereof and is a uniform election date pursuant to V.T.C.A, Election Code, Section 41.001, for the purpose of submitting the following measure:

"SHALL the Commissioners Court of Polk County, Texas, be authorized to issue bonds of said County in the principal amount of \$20,400,000 for constructing and equipping a judicial center adjacent to the County Courthouse, including the acquisition of land for said construction and parking, and renovating the courthouse (including the alterations and equipment required for a county-wide Central Dispatch) and renovating the courthouse annex building; such bonds to mature serially or otherwise over a period not to exceed TWENTY-FIVE (25) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the Commissioners Court at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the County sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?"

SECTION 2: An optical scan electronic voting system shall be used in this election and for early voting by personal appearance and by mail and each voter shall record his vote by marking a ballot to be counted by data processing machines.

Ballots shall be prepared in accordance with the applicable provisions of the Election Code so the voters may cast their ballots either "FOR" or "AGAINST" the aforesaid measure which shall appear on the ballot substantially as follows:

"THE ISSUANCE OF BONDS IN THE AMOUNT OF \$20,400,000 FOR CONSTRUCTING AND EQUIPPING OF A JUDICIAL CENTER ADJACENT TO THE COUNTY COURTHOUSE, INCLUDING THE ACQUISITION OF LAND AND SAID CONSTRUCTION AND PARKING, AND RENOVATING THE COURTHOUSE (INCLUDING THE ALTERATIONS AND EQUIPMENT REQUIRED FOR A COUNTY-WIDE CENTRAL DISPATCH) AND RENOVATING THE COURTHOUSE ANNEX BUILDING"

The Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Polk County Temporary Office Facility, 602 E. Church, Livingston, Texas, and the persons hereby appointed to serve as Manager, Tabulation Supervisor, the Presiding Judge and Alternate Presiding Judge at the Central Counting Station are as follows:

| | |
|-------------------|---------------------------|
| BARBARA MIDDLETON | MANAGER |
| SHARON JORDAN | TABULATION MANAGER |
| STEVE HULLIHEN | PRESIDING JUDGE |
| WILLIE OPENSHAW | ALTERNATE PRESIDING JUDGE |

The manager and Presiding Judge of the Central Counting Station may appoint clerks to serve at such Station, as provided by Section 127.006 of the Election Code.

SECTION 3: The County shall be divided into twenty (20) election precincts for this election and the polling places designated for each election precinct and the persons hereby appointed to serve as Presiding Judge and Alternate Presiding Judge for each polling place are shown in Exhibit "A", which is attached hereto and incorporated herein by reference as a part hereof for all purposes.

Each Presiding Judge shall appoint not less than two(2) nor more than four(4) qualified clerks to serve and assist in holding said election; provided that if the Presiding Judge herein appointed actually serves, the Alternate Presiding Judge shall be one of the clerks.

On election day, the polls shall be open from 7:00 A.M. to 7:00 P.M.

The Livingston Main Courthouse lobby, Hwy 59 North, Livingston, Texas, is hereby designated the main early voting place, and Barbara Middleton is designated the early voting clerk at such main early voting place and Shirley Cain and Hazel Rumby are hereby appointed Deputy Clerks for early voting.

Branch offices for early voting by personal appearance shall be maintained during the early voting period at the following locations:

| | |
|-------------------------|-------------------------|
| Onalaska Sub-Courthouse | Corrigan Sub-Courthouse |
| Highway 190 West | Highway 59 North |
| Onalaska, Texas | Corrigan, Texas |

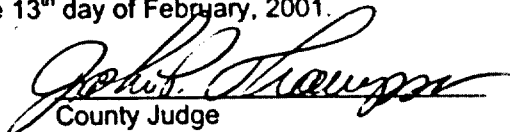
In accordance with the provisions of V.T.C.A., Election Code. Early voting for this election shall begin Wednesday, April 18, 2001 and end Tuesday, May 1, 2001, and the hours designated for early voting by personal appearance shall be from 8:00 A.M. to 5:00 P.M. on each weekday.

For purposes of processing ballots cast in early voting, the following persons are appointed to the Early Ballot Board for this election: Sarah Cox, Presiding Judge and Bessie Johnson, Assistant Presiding Judge.

SECTION 4: All resident qualified electors of the County shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the County Election Precinct in which they reside. This election shall be held and conducted in accordance with the provisions of V.T.C.A., Election Code and Chapter 1 of Title 22, V.A.T.C.S., and as may be required by law, all election materials and proceedings shall be printed in both English and Spanish. Having determined that the Alabama-Coushatta language is not a written language, announcements of the election will be made in the Alabama-Coushatta language in forums determined by consultation with the tribal chief to be the best available means of communicating the election to Alabama-Coushatta speakers.

SECTION 5: A substantial copy of this order shall serve as proper notice of said election. Said notice, including a Spanish translation thereof, shall be posted at three (3) public places within the County and at the County Courthouse not less than fourteen (14) full days prior to the date on which said election is to be held, and be published on the same day in each of two successive weeks in a newspaper of general circulation in said County, the first of said publications to appear in said newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the election.

PASSED AND APPROVED, this the 13th day of February, 2001.


County Judge
Polk County, Texas


ATTEST:

County Clerk and Ex-Officio Clerk
of the Commissioners Court
Polk County, Texas
(Comm. Ct. Seal)

EXHIBIT A

| <u>County Election Precinct Number.</u> | <u>Polling Place</u> | <u>Presiding Judge</u> | <u>Alternate Presiding Judge</u> |
|---|--|------------------------|----------------------------------|
| 1 | Segno Fire Department FM 943 – Segno | Gay Genenwein | Irene Milner |
| 2 | South Polk Co. Vol. Fire Dept. FM 2610 – Ace | Bessie Johnson | LaVee McVay |
| 3 | Goodrich School FM 1988 – Goodrich | Shannon Welsh | Aline Fisher |
| 4 | Trinity Lutheran Church Hwy 59 South – Livingston | Ruth Reeves | Mary Placker |
| 5 | Scenic Loop Fire Dept FM 3277 – Scenic Loop | Marie Martin | Rose (Skeetz) Gross |
| 6 | Onalaska Sub-Courthouse Hwy. 190 West – Onalaska | Gene Ardoin | Pat Travis |
| 7 | City Hall Livingston 200 W. Church St. – Livingston | Dewayne Coburn | Cannon Pritchard |
| 8 | Leggett School FM 942 – Leggett | Elaine Barrington | Rita Bloodworth |
| 9 | Moscow Baptist Church Old Hwy. 35 – Moscow | Shirley Wingate | Sam Martin Jr |
| 10 | Corrigan/ Camden High School Hwy. 59 North – Corrigan | Leon Stricklen | Bobby Smiley |
| 11 | Barnum Baptist Church Barnum Loop- Barnum | Jerry Swearingen | David Shores |
| 12 | Indian Reservation Admin. Bldg Hwy 190 E- Ind. Reservation | Sharon Miller | Lawrine Battise |
| 13 | Big Sandy I.S.D. Admin. Bldg. FM 1276 - Dallardsville | Kimberly Moye | Alice Fay Carter |
| 14 | Indian Springs Property Owners Assoc. Hwy. 190 E. Indian Springs POA | Hazel Rumby | Joe Roeder |
| 15 | Schwab City Baptist Church Hwy. 146 South – Livingston | Velma Key | Darven K. Price |

| <u>County Election Precinct Number.</u> | <u>Polling Place</u> | <u>Presiding Judge</u> | <u>Alternate Presiding Judge</u> |
|---|---|-------------------------|----------------------------------|
| 16 | V.F.W. Hall – Livingston Hwy. 59 North – Livingston | Danielle Welborn | Trudie Neal |
| 17 | Blanchard Baptist Church FM 2457 – Blanchard | Hugh Myers | Norma Barton |
| 18 | Dunbar Community Center MLK Drive – Livingston | Stella Jackson | Lowell Crew |
| 19 | Escapee's Activity Center Care Center Dr & Blue Jay | Elizabeth (Betty) Mobry | Jo Goehrung |
| 20 | Escapee's Care Center Hwy 146 South & Care Center Dr. | Gene Lacey | Joan Hovinga |

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF POLK §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners Court of Polk County, Texas, DO HEREBY CERTIFY as follows:

1. On the 13th day of February, 2001, a regularly scheduled meeting of the Commissioners Court of Polk County, Texas was held at the County Courthouse, Livingston, Texas; the duly constituted members of the Court being as follows:

| | |
|-------------------------|------------------------------|
| JOHN THOMPSON | COUNTY JUDGE |
| ROBERT C. (BOB) WILLIS | COMMISSIONER, PRECINCT NO. 1 |
| BOBBY SMITH | COMMISSIONER, PRECINCT NO. 2 |
| JAMES J. (BUDDY) PURVIS | COMMISSIONER, PRECINCT NO. 3 |
| R. R. (DICK) HUBERT | COMMISSIONER, PRECINCT NO. 4 |

all of said persons were present at said meeting, except the following: None Among other business considered at said meeting, the attached order entitled:

"AN ORDER by the Commissioners Court of Polk County, Texas calling a bond election to be held in said County, making provision for the conduct of the election and resolving other matters incident and related to such election."

was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the order, and upon a motion being made by Buddy Purvis and seconded by Bobby Smith, the order was finally passed and adopted by the Court to be effective immediately by the following vote:

All voted "For" None voted "Against" None abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. The attached order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Commissioners Court of the County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting, and the deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled order, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Government Code, Chapter 551, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners Court of said County, this the 13th day of February, 2001.



Barbara Middleton

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Polk County, Texas

7(ii)
7(ii)

AN ORDER authorizing the issuance of "POLK COUNTY, TEXAS, TAX NOTES, SERIES 2001"; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement; and providing an effective date.

WHEREAS, pursuant to V.T.C.A., Government Code, Chapter 1431 (hereinafter called the "Act") and on recommendation of the County Auditor, or budget officer, if applicable, the Commissioners Court is authorized and empowered to issue anticipation notes to pay contractual obligations incurred or to be incurred for (i) the construction of any public work, (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for County authorized needs and purposes and (iii) for professional services rendered on behalf of the County in relation to such project and the financing thereof; and

WHEREAS, the County Auditor of Polk County has recommended to the Commissioners Court that anticipation notes be issued to finance the costs of paying contractual obligations to be incurred for (i) the acquisition of land for a judicial center and (ii) professional services rendered on behalf of the County in relation to such project and the financing thereof; now, therefore,

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

SECTION 1: Authorization - Designation- Principal Amount-Purpose. Notes of the County shall be and are hereby authorized to be issued in the aggregate principal amount of \$500,000, to be designated and bear the title "POLK COUNTY, TEXAS, TAX NOTES, SERIES 2001" (hereinafter referred to as the "Notes"), for the purpose of paying contractual obligations to be incurred for (i) the acquisition of land for a judicial center and (ii) professional services rendered on behalf of the County in relation to such project and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including V.T.C.A., Government Code, Chapter 1431.

SECTION 2: Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturities - Interest Rates. The Notes shall be issued as fully registered obligations only, shall be dated February 1, 2001 (the "Note Date"), shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and shall become due and payable on February 15 in each of the years and in principal amounts (the "Stated Maturities") in accordance with the following schedule:

| <u>Stated Maturity</u> | <u>Principal Amount</u> | <u>Interest Rate(s)</u> |
|------------------------|-------------------------|-------------------------|
| 2002 | \$ 40,000 | 5.00% |
| 2003 | 70,000 | 5.00% |
| 2004 | 70,000 | 5.00% |
| 2005 | 70,000 | 5.00% |
| 2006 | 80,000 | 5.00% |
| 2007 | 80,000 | 5.00% |
| 2008 | 90,000 | 5.00% |

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchaser (which date shall be the registration date noted on the Initial Notes in the "Registration Certificate of Paying Agent/Registrar" to appear thereon), at the per annum rates shown above. The amount of interest to be paid each payment period shall be computed on the basis of a 360-day year of twelve 30-day months and such interest shall be payable on February 15 and August 15 of each year, commencing February 15, 2002.

SECTION 3: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

Interest on each definitive Note shall accrue from the latest interest payment date that interest thereon has been paid that precedes the registration date appearing on such Note in the "Registration Certificate of Paying Agent/Registrar" (Section 8D hereof), unless the registration date appearing thereon is an interest payment date for which interest is being paid, in which case interest on such Note shall accrue from the registration date thereon and provided further that interest on such definitive Notes having a registration date prior to the first interest payment date shall accrue from the date of delivery of the Notes to the initial purchasers.

The selection and appointment of U. S. Trust Company of Texas, N.A., Dallas, Texas to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the County by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/ Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County Judge and County Clerk are authorized to execute and deliver such Agreement in connection with the delivery of the Notes. The County covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, the County agrees to promptly cause a written notice thereof to be sent to each Holder by United

States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Notes shall be payable at the Stated Maturities or redemption only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its designated offices in New York, New York (the "Designated Payment/Transfer Office"). Interest on the Notes shall be paid to the Holders whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the County where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/ Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. (a) Optional Redemption. The Notes shall be subject to redemption prior to maturity, at the option of the County, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on any date at the redemption price of par plus accrued interest to the redemption date.

(b) Exercise of Redemption Option. At least forty-five (45) days prior to a redemption date for the Notes (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of the decision to redeem Notes, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the County to exercise the right to redeem Notes shall be entered in the minutes of the governing body of the County.

(c) Selection of Notes for Redemption. If less than all Outstanding Notes of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Notes as representing the number of Notes Outstanding which is obtained by dividing the principal amount of such Notes by \$5,000 and shall select the Notes, or principal amount thereof, to be redeemed within such Stated Maturity by lot.

(d) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Notes, a notice of redemption shall be sent by United States Mail, first class postage

prepaid, in the name of the County and at the County's expense, to each Holder of a Note to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Notes, (ii) identify the Notes to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Notes, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Notes, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Note is subject by its terms to prior redemption, and has been called for redemption, and notice of redemption thereof has been duly given as hereinabove provided, such Note (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Note (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

SECTION 5: Registration - Transfer - Exchange of Notes-Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Note may be transferred or exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Note for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

All Notes issued in any transfer or exchange of Notes shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Note called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Note; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Note called for redemption in part.

SECTION 6: Execution - Registration. The Notes shall be executed on behalf of the County by the County Judge and County Clerk under the seal of the Commissioners Court reproduced or impressed thereon. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the Notes on the Note Date shall be deemed to be duly executed on behalf of the County, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser(s) and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in V.T.C.A., Government Code, Chapter 1201. Additionally, when the Notes are delivered to the initial purchaser(s), the County Treasurer, or person charged with performing the duties of the County Treasurer, shall register the Notes on the records of the County.

No Note shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in Section 8C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 8D, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

Notwithstanding the above and foregoing paragraph, the Initial Notes authorized for delivery to the initial purchasers in Section 7 hereof shall have printed thereon both Certificates of Registration appearing in Section 8C and 8D hereof, and both such certifications shall be required to be manually executed in connection with the initial delivery of the Initial Notes to the initial purchasers and both such certifications appearing on the Initial Notes, duly signed, shall be conclusive evidence that such Initial Notes have been duly certified, registered and delivered.

SECTION 7: Initial Note(s). The Notes herein authorized shall be initially issued as two (2) fully registered notes, being one note for each purchaser in the principal amount of their respective commitments and to mature as set forth in said commitments attached hereto as Exhibit B and numbered T-1 and T-2 (hereinafter called the "Initial Notes"). The Initial Notes shall be the Notes submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Notes, the Paying Agent/Registrar, pursuant to written instructions from the initial purchasers, or the designee thereof, shall cancel the Initial Note(s) delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms. A. Forms Generally. The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the County or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes and the Initial Notes shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

B. Form of Note.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
POLK COUNTY, TEXAS
TAX NOTE, SERIES 2001

Note Date:
February 1, 2001

Interest Rate:

Stated Maturity:

CUSIP NO:

Registered Owner:

Principal Amount:

DOLLARS

The County of Polk (hereinafter referred to as the "County"), a body corporate and political subdivision in the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid prior to redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Note appearing below (unless this Note bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless this Note is authenticated prior to February 1, 2001, in which case it shall bear interest from the date of its delivery, or the delivery of a Predecessor Note, to the initial purchasers) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2002. Principal of this Note is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the registered owner of this Note (or one or more Predecessor Notes, as defined in the Order hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Note is one of the series specified in its title issued in the aggregate principal amount of \$500,000 (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred for (i) the acquisition of land for a judicial center and (ii) professional

services rendered on behalf of the County in relation to such project and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Order adopted by the Commissioners Court of the County (herein referred to as the "Order").

The Notes may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on any date at the at the redemption price of par plus accrued interest to the redemption date.

At least thirty days prior to the date fixed for any redemption of Notes, the County shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Note to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Order. If a Note (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Note (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Note is to be redeemed, payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Note to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Note or Notes of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Note is selected for redemption, in whole or in part, the County and the Paying Agent/Registrar shall not be required to transfer such Note to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Note redeemed in part.

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the County. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Note, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the

Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the County is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Notes is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Notes to render the same lawful and valid obligations of the County have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Notes do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Notes by the levy of a tax as aforesated. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Note to be duly executed under the official seal of said Court as of the Note Date.

POLK COUNTY, TEXAS

COUNTERSIGNED:

County Judge

County Clerk

(SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

(
(
(
(

REGISTER NO. ____

THE STATE OF TEXAS

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Notes

D. Form of Certificate of Paying Agent/Registrar to appear on definitive Notes.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Order; the note or notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated offices of the Paying Agent/Registrar in New York, New York, is the Designated Payment/Transfer Office for this Note.

U. S. TRUST COMPANY OF TEXAS, N.A.,
Dallas, Texas,
as Paying Agent/Registrar

Registration date:

By:
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number: _____
_____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular.

F. The Initial Note(s) shall be in the form set forth in paragraph B of this Section, except that the form of the single fully registered Initial Note shall be modified as follows:

(i) Immediately under the name of the note the headings "Interest Rate _____" and "Stated Maturity _____" shall both be omitted.

(ii) Paragraph one shall read as follows:

Registered Owner:

Principal Amount:

DOLLARS

The County of Polk (hereinafter referred to as the "County"), a body corporate and political subdivision in the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on February 15 in each of the years and in principal installments in accordance with the following schedule:

YEAR OF
MATURITYPRINCIPAL
INSTALLMENTSINTEREST
RATE

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid Principal Amount hereof from the date of the delivery hereof at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing February 15, 2002. Principal installments of this Note are payable in the year of maturity or on prepayment date to the registered owner hereof by U. S. Trust Company of Texas, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in New York, New York (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the County, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the County for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the County at all

times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2001 Note Account" (the "Interest and Sinking Fund") maintained on the records of the County and deposited in a special fund maintained at an official depository of the County's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.

Proper officers of the County are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

SECTION 10: Mutilated-Destroyed-Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the County and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the County and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 11: Satisfaction of Obligation of County. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will

insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The County covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/ Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Notes such moneys were deposited and are held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the County shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the County are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the County, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

SECTION 12: Order a Contract - Amendments - Outstanding Notes. This Order shall constitute a contract with the Holders from time to time, be binding on the County, and shall not be amended or repealed by the County so long as any Note remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of

Notes required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Order with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Order, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the County in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13: Covenants to Maintain Tax-Exempt Status. (a) Definitions. When used in this Section 13, the following terms have the following meanings:

"Closing Date" means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The County shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the County shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall at all times prior to the last Stated Maturity of Notes:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the County or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The County shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Note is discharged. However, to the extent permitted by law, the County may commingle Gross Proceeds of the Notes with other money of the County, provided that the County separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the County shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The County shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Notes by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the County shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the

Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The County shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Elections. The County hereby directs and authorizes the County Judge, County Clerk and County Auditor, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 14: Sale of the Notes. The offer of The First National Bank of Livingston, Livingston, Texas and the First State Bank, Livingston, Texas (collectively herein referred to as the "Purchasers") to purchase the Notes in accordance with the letters, dated February 13, 2001, attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes are hereby accepted and the sale of the Notes to the said Purchasers is hereby approved and authorized. The County Judge and County Clerk are hereby authorized and directed to signed the acceptance clause of said letter for and on behalf of the County and as the act and deed of this Commissioners Court. Delivery of the Notes to the Purchasers shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale.

SECTION 15: Control and Custody of Notes. The County Judge of the County shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Notes pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the County Judge, County Clerk, County Auditor and County Treasurer, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the County and the issuance of the Notes, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure, and investment of the proceeds of the Notes, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public

Accounts and the delivery of the Notes to the purchasers, and, together with the County's financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Notes to the purchasers and the initial exchange thereof for definitive Notes.

SECTION 16: Proceeds of Sale. The proceeds of sale of the Notes received from the initial purchasers shall be deposited in an acquisition/construction fund maintained at the County's depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the Commissioners Court. Any surplus proceeds of sale of the Notes, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 17: Notices to Holders-Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18: Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Notes held by the Paying Agent/Registrar shall be returned to the County.

SECTION 19: Legal Opinion. The obligation of the initial purchasers to accept delivery of the Notes is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Attorneys, Dallas, Texas, approving such Notes as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Notes. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations.

SECTION 20: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Notes shall be of no significance or effect as regards the legality

thereof and neither the County nor attorneys approving the Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Notes.

SECTION 21: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the County, the Paying Agent/Registrar and the Holders.

SECTION 22: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 23: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 24: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 26: Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 27: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

SECTION 28: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this February 13, 2001.

POLK COUNTY, TEXAS


County Judge

ATTEST:


County Clerk and Ex-Officio Clerk
of the Commissioners Court

(Commissioners Court Seal)

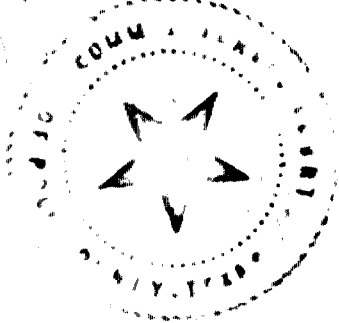


EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of February 13, 2001 (this "Agreement"), by and between Polk County, Texas (the "Issuer"), and U. S. Trust Company of Texas, N.A., Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Polk County, Texas, Tax Notes, Series 2001" (the "Notes") in the aggregate principal amount of \$500,000, which Notes are scheduled to be delivered to the initial purchasers on or about March 21, 2001; and

WHEREAS, the Issuer has selected and the Bank has agreed to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Notes and with respect to the registration, transfer and exchange thereof by the registered owners; and

WHEREAS, the Bank represents it has full power and authority to perform and serve as Paying Agent/Registrar for the Notes;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS
PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Notes, and, as Paying Agent for the Notes, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Notes as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Note Resolution" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Notes and, as Registrar for the Notes, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Notes and with respect to the transfer and exchange thereof as provided herein and in the "Note Resolution."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Notes.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Annex A attached hereto.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any

of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO
DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Note means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Note which has become accelerated pursuant to the terms of the Note.

"Bank Office" means the principal office of the Bank as indicated in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Note Resolution" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Notes are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30th.

"Holder" and "Note Holder" each means the Person in whose name a Note is registered in the Note Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by the County Judge, County Clerk, County Auditor or County Treasurer, any one or more of said officials, and delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Notes" of any particular Note means every previous Note evidencing all or a portion of the same obligation as that evidenced by such particular Note (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

"Redemption Date" when used with respect to any Note to be redeemed means the date fixed for such redemption pursuant to the terms of the Note Resolution.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of

the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Note Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Notes.

"Stated Maturity" means the date specified in the Note Resolution the principal of a Note is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms "Bank," "Issuer," and "Notes (Note)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE
PAYING AGENT

Section 3.01. Duties of Paying Agent As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Note at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Note to the Bank at the following offices:

By Hand:

U. S. Trust Company of Texas, N.A.
30 Broad Street
B-Level
New York, New York 10006-1906

By Mail:

U. S. Trust Company of Texas, N.A.
P. O. Box 84
Bowling Green Station
New York, New York 10274-0084

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Note when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Notes (or their Predecessor Notes) on the Record Date. All payments of principal and/or interest on the Notes to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the fiduciary account provided in Section 5.05 hereof, sent by United States mail, first class, postage prepaid, to the address appearing on the Note Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Notes at the dates specified in the Note Resolution.

ARTICLE FOUR
REGISTRAR

Section 4.01. Note Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Note Register") for recording the names and addresses of the Holders of the Notes, the transfer, exchange and replacement of the Notes and the payment of the principal of and interest on the Notes to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and Bank may prescribe. All transfers, exchanges and replacement of Notes shall be noted in the Note Register. The Bank represents and warrants its office in Dallas, Texas will at all times have immediate access to the Note Register by electronic or other means and will be capable at all times of producing a hard copy of the Note Register at its Dallas office for use by the Issuer.

Every Note surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Notes Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Notes.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Notes, the exchange or transfer by the Holders thereof will be completed and new Notes delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Notes to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The Issuer shall provide an adequate inventory of printed Notes to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Notes will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Notes in safekeeping, which shall be not less than the care maintained by the Bank for debt Notes of other governments or corporations for which it serves as registrar, or that is maintained for its own Notes.

Section 4.03. Form of Note Register. The Bank, as Registrar, will maintain the Note Register relating to the registration, payment, transfer and exchange of the Notes in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Note Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Note Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Note Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Note Register. The Issuer may also inspect the information contained in the Note

Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Note Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Note Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Note Register.

Section 4.05. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Notes in lieu of which or in exchange for which other Notes have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Notes. The Issuer hereby instructs the Bank, subject to the provisions of Section 10 of the Note Resolution, to deliver and issue Notes in exchange for or in lieu of mutilated, destroyed, lost, or stolen Notes as long as the same does not result in an overissuance.

In case any Note shall be mutilated, or destroyed, lost or stolen, the Bank may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed lost or stolen Note, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Notes it has paid pursuant to Section 3.01, Notes it has delivered upon the transfer or exchange of any Notes pursuant to Section 4.01, and Notes it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Notes pursuant to Section 4.06.

ARTICLE FIVE THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, Note, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Notes, but is protected in acting upon receipt of Notes containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, Note, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Notes shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Note, or any other Person for any amount due on any Note from its own funds.

Section 5.04. May Hold Notes. The Bank, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank - Fiduciary Account/Collateralization. A fiduciary account shall at all times be kept and maintained by the Bank for the receipt, safekeeping and disbursement of moneys received from the Issuer hereunder for the payment of the Notes, and money deposited to the credit of such account until paid to the Holders of the Notes shall be continuously collateralized by Notes or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for fiduciary accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such fiduciary account shall be made by check drawn on such fiduciary account unless the owner of such Notes shall, at its own expense and risk, request such other medium of payment.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Note and remaining unclaimed for three years after final maturity of the Note has become due

and payable will be paid by the Bank to the Issuer, and the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where either the Bank Office or the administrative offices of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any Person claiming any interest herein.

Section 5.08. DT Services. It is hereby represented and warranted that, in the event the Notes are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," which establishes requirements for Notes to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on page 9.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Note Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Note Resolution, the Note Resolution shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Notes to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice given to the Holders of the Notes of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Notes.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Note Register (or a copy thereof), together with other pertinent books and records relating to the Notes, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

U.S. TRUST COMPANY OF TEXAS, N.A.

[SEAL]

BY _____
Title:

Attest:

Address: 2001 Ross Ave., Suite 2700
Dallas, Texas 75201

Title:

POLK COUNTY, TEXAS

(COMMISSIONERS COURT SEAL)

BY _____
County Judge

Attest:

Address: Polk County Courthouse
Livingston, Texas 77351



County Clerk

EXHIBIT A

[LETTERHEAD OF BANK]

February 13, 2001

Honorable County Judge and Commissioners Court
 Polk County Courthouse
 Livingston, Texas 77351

Re: Purchase of "Polk County, Texas, Tax Notes, Series 2001", dated February 1, 2001

Ladies and Gentlemen:

The First National Bank of Livingston, Livingston, Texas, hereby offers to purchase \$250,000 in principal amount of Polk County, Texas, Tax Notes, Series 2001, at the price of par; such Notes to mature as follows:

| February 15 | Principal Amount | Interest Rate |
|-------------|------------------|---------------|
| 2002 | \$20,000 | 5.00% |
| 2003 | \$35,000 | 5.00% |
| 2004 | \$35,000 | 5.00% |
| 2005 | \$35,000 | 5.00% |
| 2006 | \$40,000 | 5.00% |
| 2007 | \$40,000 | 5.00% |
| 2008 | \$45,000 | 5.00% |

We understand the Notes will be dated February 1, 2001 and will bear interest from the date of their delivery until paid at the per annum rates shown above; such interest to be payable on February 15 and August 15 in each year, commencing February 15, 2002. The Notes will be optional for redemption, in whole or in part, prior to maturity on any date at the redemption price of par plus accrued interest thereon to the date of redemption.

Furthermore, we understand the Notes will be approved by the Attorney General of Texas, the County will furnish the Notes with the market opinion of Fulbright & Jaworski L.L.P., Bond Counsel to the County, and the Notes will be available for delivery on or about March 21, 2001.

The Bank has been furnished with all necessary information desired for the Bank to make an informed decision concerning the purchase of the Notes, and the Bank has made such inspections and investigations as deemed necessary to determine the investment quality of the Notes and assess all risk factors associated with the purchase and ownership of the Notes. The Bank has purchased the Notes for its own account for investment (and not on behalf of another), and the Bank has no present intention of reselling the Notes or dividing the Bank's interest therein, either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; but the Bank reserves the right to sell, pledge, transfer, convey, hypothecate, or dispose of the Notes at some future date.

889814.1

Sincerely,

THE FIRST NATIONAL BANK OF
LIVINGSTON, Livingston, Texas

By _____

Title: _____

APPROVED AND ACCEPTED by the Commissioners Court of Polk County, Texas, this
the 13th day of February, 2001.

POLK COUNTY, TEXAS

County Judge

ATTEST:


County Clerk

(Seal)

[LETTERHEAD OF BANK]

February 13, 2001

Honorable County Judge and Commissioners Court
 Polk County Courthouse
 Livingston, Texas 77351

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890289.1

Sincerely,

FIRST STATE BANK, Livingston, Texas

By _____

Title: _____

APPROVED AND ACCEPTED by the Commissioners Court of Polk County, Texas, this the 13th day of February, 2001.

POLK COUNTY, TEXAS

County Judge

ATTEST:


County Clerk

(Seal)