



POLK COUNTY COMMISSIONERS COURT

June 12, 2001
10.00 a.m.

2001-054

VOL 47 PAGE 665

Polk County Courthouse, 3rd floor
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 MINUTIS OF THE MEETING OF MAY 14 2001 (Special) AND MAY 22 2001 (Regular)
- OLD BUSINESS**
- 5 APPROVAL OF A GENERIC LANDFILL DISPOSAL CONTRACT FORM FOR USE BY THE POLK COUNTY WASTE MANAGEMENT CENTER
- 6 APPROVAL OF A CONTRACT BETWEEN PROSTAR WASTE LLC AND POLK COUNTY FOR LANDFILL DISPOSAL SERVICES
- NEW BUSINESS**
- 7 CONSIDER APPROVAL OF NOTIFICATION TO LESSOR OF INTENT TO RENEW LEASE AGREEMENT COMMENCING 10/01/01 FOR JACKSON BUILDING
- 8 CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES (Pct 1) Lot 397 Foresters Retreat #3 Lot 520 Foresters Retreat #3 Lots 528 536 & 537 Foresters Retreat #3 (Pct 2) Lot 90 Forest Hill #2 Lot 34 Twin Hills Cove #1 Lot 65 Twin Hills Cove #1 Lot 5 Forest Hills #1 Lot 424 Forest Hills #3 Lots 653 677 & 657 Block 1 Sportsman Retreat #8
- 9 CONSIDER APPROVAL OF CERTAIN MATTERS AS REQUIRED BY CONSTABLE PRECINCT I
 - A) AUTHORIZATION TO HIRE RESERVE DEPUTY
 - B) AUTHORIZATION TO PURCHASE A NEW RADIO
- 10 CONSIDER COUNTY CLERK'S REQUEST OF EXPENDITURES FROM COUNTY CLERK RECORDS MANAGEMENT AND PRESERVATION FUNDS
- 11 CONSIDER REQUEST FROM SCHOOL LAND SURFACE TRUSTHOLDER DORRIS LONDON TO ADD HER CHILDREN (GLORGE LONDON AND SHARON JOHNSON) TO LEASE
- 12 CONSIDER APPROVAL OF COUNTY DEPOSITORIES AND SUB DEPOSITORIES
- 13 CONSIDER APPROVAL OF PCT 1 REQUEST TO ISSUE A TIME WARRANT FOR THE PURCHASE OF A SURPLUS ROLLER PACKER MACHINE FROM THE TEXAS DEPARTMENT OF TRANSPORTATION SAID TIME WARRANT TO BE ISSUED IN THE AMOUNT OF \$4 400 00 AT AN INTEREST RATE NOT TO EXCEED 5.6% WITH A MATURITY OF NO MORE THAN THREE YEARS
- 14 CONSIDER APPROVAL OF BUDGET AMENDMENTS
- 15 CONSIDER APPROVAL OF SCHEDULE OF BILLS
- 16 APPROVE PERSONNEL ACTION FORMS

ADJOURN

Posted June 6, 2001

Commissioners Court of Polk County, Texas
By John P. Thompson County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday June 6, 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

FILED AND RECORDED
JUN - 6 AM 9 33
BARBARA MIDDLETON
CLERK COUNTY CLERK POLK CO



June 12, 2001
10 00 a m

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

ADDENDUM to Posting # 2001-054

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for June 12, 2001 at 10 00 A M

AMEND TO ADD,

- 17 CONSIDER PURCHASE OF NO MORE THAN 60 ACRES LAND FROM INTERNATIONAL PAPER TO BE FINANCED BY ISSUANCE OF TIME WARRANT IN AN AMOUNT NOT TO EXCEED \$66 000 00 AT AN INTEREST RATE OF NO MORE THAN 5 6% WITH A MATURITY NO LONGER THAN SEVEN YEARS
- 18 CONSIDER ANY/ALL NECESSARY ACTION REQUIRED FOR REPLACEMENT OF SHERIFF DEPARTMENT PATROL VEHICLE
- 19 CONSIDER APPROVAL OF UPDATED MASTER STREET ADDRESS GUIDE (MSAG)

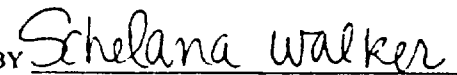
Dated Friday, June 8, 2001

Commissioners Court of Polk County Texas

By 
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 June 8 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  Deputy

FILED AND RECORDED
OFFICE OF THE COUNTY CLERK
2001 JUN -8 PM 3 41
Schelana Walker
BARBARA MIDDLETON
COUNTY CLERK
LIVINGSTON TEXAS

STATE OF TEXAS)
 COUNTY OF POLK)

DATE JUNE 12, 2001

REGULAR MEETING - CALLED
 County Clerk Absent

"COMMISSIONERS COURT"
POSTING #2001-054

BE IT REMEMBERED ON THIS THE 12th DAY OF JUNE, 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, DORIS CLIFT
 DEPUTY COUNTY CLERK & BILL LAW COUNTY AUDITOR, THE FOLLOWING
 AGENDA ITEMS, ORDERS, AND DECREES WERE DULY MADE, CONSIDERED &
 PASSED

1 MEETING WAS CALLED TO ORDER & WELCOMED THE GUEST BY JUDGE
 JOHN P. THOMPSON AT 10 00 A M

REV. ELROY JOHNSON OF NEW HOPE CHURCH DELIVERED THE OPENING PRAYER

2 PUBLIC COMMENTS NONE

3 INFORMATIONAL REPORTS

- A COMMISSIONER HUBERT ANNOUNCED TAX SALE & ABSOLUTE AUCTION,
 AUGUST 4 2001 AT 10 00 A M
 HE ALSO BROUGHT UP THE FACT THAT PEOPLE ARE STEALING ROADWAY
 SIGNS AS SOON AS THEY ARE BEING INSTALLED HE IS ALSO HAVING
 PROBLEMS WITH 4 WHEELERS (AFTER A BIG RAIN), THEY ARE RUNNING
 THRU DITCHES AND DIRT ROADS TO SPLASH THE MUD & DO TRICKS WHICH
 TEARS UP THE COUNTY ROADS
- B JOHN McDOWELL EMERGENCY MANAGEMENT REPORTED (14) HOUSES
 IN POLK COUNTY HAVE FLOODING URGED EVERYONE TO DOCUMENT
 ALL STORM RELATED DAMAGES AND CALL FEMA 1 800 462 9029
 MR McDOWELL COMMITTED ON THE (MSAG) ADDRESSING, EVERYTHING
 THAT HAS BEEN COMPLETED HAS BEEN SENT TO THE POST OFFICE FOR
 ASSIGNING A NEW PHYSICAL ADDRESS
- C JUDGE THOMPSON COMMENTED ON THE READINESS OF POLK COUNTY
 FOR EMERGENCY DURING LAST WEEK END STORM AND FLOODING
 EMERGENCY MANAGEMENT WAS MANNED, TRUCKS WERE BROUGHT IN
 TO EVACUATE PEOPLE IF NEEDED & RED CROSS WAS ON STAND BY
 JUDGE THOMPSON THANKED EVERYONE FOR ALL THEIR ASSISTANCE
- D EVERYONE WISHED BILL LAW - COUNTY AUDITOR A HAPPY BIRTHDAY
- E COMMISSIONER PURVIS INVITED EVERYONE TO THE CORRIGAN VFW
 ON THURSDAY NIGHT, JUNE 21st, FOR A STEAK DINNER (\$25 00) AND
 AUCTION, TO BENEFIT THE NATIONAL RIFLE ASSOCIATION

4 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE MINUTES OF MEETINGS OF MAY 14, 2001 (SPECIAL) AND MAY 22, 2001 (REGULAR). ALL VOTING YES

5 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE A GENERIC LANDFILL DISPOSAL CONTRACT FORM, FOR USE BY THE POLK COUNTY WASTE MANAGEMENT CENTER ALL VOTING YES (SEE ATTACHED)

6 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE CONTRACT BETWEEN PROSTAR WASTE, LLC AND POLK COUNTY FOR LANDFILL DISPOSAL SERVICES, AND AUTHORIZE JUDGE THOMPSON TO SIGN ON BEHALF OF THE COUNTY ALL VOTING YES (SEE ATTACHED)

7 MOTIONED BY BOBBY SMITH SECONDED BY BOB WILLIS, APPROVE OF NOTIFICATION TO LESSOR OF INTENT TO RENEW LEASE AGREEMENT COMMENCING 10/01/2001 FOR \$4100.00 PER MONTH, FOR JACKSON BUILDING WHICH IS OCCUPIED BY EMERGENCY MANAGEMENT DEPT ALL VOTING YES

8 (A) MOTIONED BY BOB WILLIS, SECONDED BY R R "Dick" HUBERT TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES PRFCINCT #1, LOT 397 IN FORESTERS RETREAT #3, LOT 520 IN FORESTERS RETREAT #3, and LOTS 528, 536 & 537 IN FORESTERS RETREAT #3 ALL VOTING YES

(B) MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES PRFCINCT #2, LOT 90 IN FOREST HILLS #2, LOT 34 IN TWIN HILLS COVE #1, LOT 65 IN TWIN HILLS COVE #1, LOT 5 IN FOREST HILLS #1, LOT 424 IN FOREST HILLS #3, AND LOTS 653, 677, & 678, BLOCK 1, IN SPORTSMAN RETREAT#8. ALL VOTING YES

9 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL OF, (A) AUTHORIZE LESTER TATUM - CONSTABLE PCT #1, TO APPOINT A RESERVE DEPUTY, AT NO COST TO THE COUNTY (B) AUTHORIZE CONSTABLE TATUM TO PURCHASE A NEW RADIO FOR PATROL CAR IN THE AMOUNT OF \$1325.00 (C) MOTION WAS AMENDED TO PLACE LIMIT OF (2) APPOINTMENTS PER CONSTABLE FOR FUTURE "RESERVE" DEPUTIES

COMMISSIONERS VOTES RECORDED AS FOLLOWS

Commissioner Willis	Yes
Commissioner Smith	Yes
Commissioner Purvis	Yes
Commissioner Hubert	No

- 10 MOTIONED BY BOBBY SMITH SECONDED BY BOB WILLIS, TO APPROVE COUNTY CLERK'S REQUEST OF EXPENDITURES FROM COUNTY CLERK RECORDS MANAGEMENT AND PRESERVATION FUNDS, IN THE AMOUNT OF \$1627.29 FOR RECORDS STORAGE UNIT
ALL VOTING YES
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS TO "REJECT" REQUEST FROM SCHOOL LAND SURFACE LEASEHOLDER, DORIS LONDON, TO ADD HER CHILDREN (GEOFFREY LONDON & SHARON JOHNSON) TO LEASE
ALL VOTING YES
- 12 MOTIONED BY BOB WILLIS SECONDED BY R R "Dick" HUBERT, TO APPROVE COUNTY DEPOSITORIES & SUB DEPOSITORIES CONTRACTS, FIRST STATE BANK (PRIMARY DEPOSITORY) & FIRST NATIONAL BANK, PEOPLES STATE BANK & CITIZENS STATE BANK (SUB-DEPOSITORIES), FOR A PERIOD OF FOUR YEARS WITH INTEREST RATES AND FEES TO BE RE-NEGOTIATED AT THE END OF TWO YEARS
ALL VOTING YES (SEE ATTACHED)
- 13 MOTIONED BY BOB WILLIS SECONDED BY BOBBY SMITH, APPROVAL OF PRECINCT #1 - ISSUANCE OF TIME WARRANT FOR THE PURCHASE OF A SURPLUS ROFFER PACKER MACHINE FROM THE TEXAS DEPARTMENT OF TRANSPORTATION, SAID TIME WARRANT TO BE ISSUED IN THE AMOUNT OF \$1100.00, AT AN INTEREST RATE NOT TO EXCEED 5.6%, WITH A MATURITY OF NO MORE THAN (3) YEARS
ALL VOTING YES
- 14 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF BUDGET AMENDMENTS #2001-17
ALL VOTING YES (SEE ATTACHED)
- 15 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL AND PAYMENT OF BILLS (BY SCHEDULE) & ADDENDUMS
ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
5 21 2001	\$ 579,210.00	Electronic Transfer Texpool
5 21 2001	\$ 1,473.70	160403
5 22 2001	\$ 92,550.42	160404 160424
5 23 2001	\$ 41,129.48	160425 160545
5 25 2001	\$ 8,999.30	160546 160569
5 25 2001	\$ 249,701.98	Electronic Transfer Payroll
5 29 2001	(- 195.00)	Void Ck #158353
5-29-2001	\$ 415.00	160570
5-30-2001	(- 50.00)	Void Ck 159706

DATE	AMOUNT	CHECK NUMBERS
5-31-2001	(-44 90)	Void Ck #645
5-31 2001	(-12 00)	Void Ck #159046
5 31 2001	\$ 11,893 68	338-339 457, 644 648
5 31 2001	\$ 53,700 37	160571 - 160601
6 01 2001	\$ 357 00	458
6 04 2001	\$ 171,991 11	160602 - 160610
6 06 2001	\$ 263 886 58	160611 160780
6 07 2001	\$ 6,722 81	160781 - 160794
6 07 2001	\$ 248,190 55	Electronic Payment Payroll
6 08 2001	\$ 60 187 75	160795 - 160902
6 12 2001	\$ 26,590 42	Addendum (To appear on future schedule)

- 16 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF PERSONNEL ACTION FORMS, AS CORRECTED
ALL VOTING YES (SEE ATTACHED)
- 17 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL TO PURCHASE (NO MORE THAN) 60 ACRES OF LAND FROM INTERNATIONAL PAPER (CURRENTLY UTILIZED AS PCT#2 GRAVEL PIT), TO BE FINANCED BY ISSUANCE OF TIME WARRANT IN AN AMOUNT NOT TO EXCEED \$ 66 000 00, AT AN INTERST RATE OF NO MORE THAN 5 6% WITH A MATURITY NO LONGER THAN SEVEN (7) YEARS
ALL VOTING YES
- 18 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVE REPLACEMENT OF SHERIFF'S DEPARTMENT PATROL VEHICLE (MIKE NETTLES) IN THE AMOUNT OF \$21,021 49, (TO BE FUNDED BY INSURANCE PROCEEDS AND TO BE OBTAINED BY STAE AUTHORIZED VENDOR EXEMPTIONG SAID PURCHASE FROM BID PROCESS)
ALL VOTING YES
- 19 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE CORRECTIONS TO MASTER STREET ADDRESS GUIDE, (MSAG)
ALL VOTING YES (SEE ATTACHED)
- 20 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 12th DAY OF JUNE 2001 AT 11 05 A.M
ALL VOTING YES


JOHN P THOMPSON, COUNTY JUDGE

ATTEST


DORIS CLIFT DEPUTY COUNTY CLFRK
TRANSCRIBED BY BARBARA MIDDLETON C:\WP51\COMMCRT 2001\JUNE12 WPD

Item #5

A LANDFILL DISPOSAL CONTRACT

Between

And

THE POLK COUNTY WASTE MANAGEMENT CENTER

For Landfill Services

WHEREAS, the Polk County Waste Management Center of Polk County Texas owns and operates a Type I Sanitary Landfill, located 3 5 miles west of Leggett, Texas, under the Texas Natural Resource Commission Permit #1384, issued January 12, 1983, and

WHEREAS, it is the stated desire of Polk County to provide these facilities and services to area solid waste haulers

THEREFORE, let it be known that _____, represented by _____, herein referred to as "CUSTOMER", desires to enter into an agreement with POLK COUNTY WASTE MANAGEMENT CENTER, herein referred to as "COUNTY", for landfill services and capacity under the following terms and conditions

SECTION 1

BASIC CONTRACTUAL AGREEMENT

BEGINNING on October 1, 2001, and continuing for a period of twelve [12] months from this date, CUSTOMER agrees to purchase from COUNTY, under a "put or pay" clause, no less than 40,001 cubic yards of solid waste disposal capacity per year

SECTION 2

STIPULATION OF RATES

BASED on the stated volume, and term of contract identified in SECTION 1 above, the CUSTOMER is eligible for a Level IV Volume Discount, inclusive of current applicable State Fees, and subject to the following provisions

- A CUSTOMER and COUNTY agree that the stated rate identified in SECTION 2 is inclusive of any and all State Fees applicable to the disposal of solid waste as of the date of the contract. CUSTOMER and COUNTY agree and understand that should any State Fees be increased or any other governmental fees become applicable to the disposal/processing/and or treatment of solid waste subject to this agreement, subsequent to the effective date of this contract, those fees will be passed through to the CUSTOMER as applicable
- B CUSTOMER agrees and understands that the stated volume discount rate applicable to this contract is at discount rate in effect as of July 1 preceding the date of this contract

SECTION 3

PUT OR PAY CLAUSE

A CUSTOMER agrees, under the terms of this "put or pay" clause, that for the duration of this agreement, an accounting will be produced by the COUNTY, on an annualized basis commencing on October 1, 2001, through September 30, 2002, and defined as the same annual period in successive years, documenting the total amount of waste received from CUSTOMER and disposed of at the POLK COUNTY WASTE MANAGEMENT CENTER by the COUNTY. If the CUSTOMER has delivered a sufficient volume of waste to satisfy the provisions of SECTION 1 of this agreement, all provisions of this agreement will apply as stated. However, if the CUSTOMER has failed to deliver the volume of waste as stipulated by the terms of SECTION 1 of this agreement, the CUSTOMER will pay COUNTY a sum at the end of each annual accounting period to satisfy the "put or pay" contract condition, as stated herein. The actual sum to be calculated by the subtraction of the total number of cubic yards of waste of all types delivered by the

CUSTOMER to the COUNTY in each annual period of the Agreement from the total number of cubic yards of waste to be delivered annually as specified in Section 1 of this agreement. The resulting cubic yardage figure to be multiplied by the volume discount rate for compacted municipal solid waste as specified in Section 2 of this agreement to determine a sum payable to the COUNTY by CUSTOMER to satisfy the "put or pay" clause of this Agreement.

SECTION 4

TERMS OF PAYMENT

CUSTOMER understands and agrees that the COUNTY shall bill the CUSTOMER for landfill services/capacity by the 5th of each month following the prior month's services, and payment is expected by the end of that same month. Payment not received on or before the last day of the billing month will be subject to a 1.5% [one and a half percent] per month late payment penalty to be assessed and payable on the subsequent month's statement. The CUSTOMER further understands and agrees that if full payment is not received at the end of sixty [60] days, CUSTOMER shall pay gate rate price for all invoices sixty [60] days past due.

COUNTY will notify CUSTOMER with each monthly statement, the total amount of waste processed for the current annual period, applicable to the "put or pay" provisions of this Contract

CUSTOMER understands and agrees that the COUNTY shall bill the CUSTOMER for all payments due the COUNTY under SECTION 3 of this agreement by the 5th of the month following the last month of the annual period as identified in SECTION 3 of this agreement and payment is expected by the end of that same month. Payment not received on or before the last day of the billing month will be subject to a 1.5% [one and a half percent] per month late payment penalty to be assessed and payable on the subsequent month's statement. The CUSTOMER further understands and agrees that if full payment is not received at the end of sixty [60] days, CUSTOMER shall pay gate rate price for all invoices sixty [60] days past due.

SECTION 5

LANDFILL FACILITY ACCESS AND SERVICE AVAILABILITY

COUNTY agrees to make the landfill facility and services available to the CUSTOMER a minimum of 5 [five] days a week, Monday through Friday, for a minimum of eight consecutive working hours, and Saturday for 3 [three] hours, with the exception of the following official holidays: January 1, New Year's Day, a date in November appropriate for Thanksgiving Day, and December 25, Christmas Day.

COUNTY will agree to open the landfill on days other than regular operating days in cases of emergency and when special conditions/circumstances dictate the opening, and on request of the CUSTOMER. A rate of \$500.00 per day, plus regular contract fees, will be required by the COUNTY for these exceptions, except in cases of inaccessibility or usability of landfill access, in which cases the additional daily rate will not apply.

SECTION 6

**ACCEPTANCE OF WASTE FOR
DISPOSAL AT LANDFILL SITE**

COUNTY agrees to receive the CUSTOMER designated vehicles and assist in discharging the waste onto the working face of the disposal area, without undue delay, and to insure a speedy turn around for the vehicles making the deliveries.

CUSTOMER understands and agrees to fully comply with all rules, regulations, and laws governing solid waste, as imposed on said entities and their facilities by the State of Texas, the Federal Government or any other Special Jurisdiction that may have authority over the control and management of solid waste as authorized by law.

Any waste declared "unauthorized" by State or Federal laws, and not appropriate for disposal in a Type I Landfill, shall not be delivered to the COUNTY by CUSTOMER for processing or disposal.

CUSTOMER understands that Subtitle D of the Resources conservation and Reclamation Act of 1976, requires COUNTY to conduct random waste screenings in a timely manner

CUSTOMER agrees that in the event that unacceptable waste is discovered in the CUSTOMER's load at the time of discharge, the CUSTOMER's official representative will be notified immediately, and the CUSTOMER shall be responsible for the removal of said unauthorized waste to an appropriate facility. However, the CUSTOMER may, at the CUSTOMER's option, request the COUNTY remove said unauthorized waste to an appropriate facility, with all costs associated with said removal/processing and disposal of said unauthorized waste to be executed at the complete and total expense of the CUSTOMER

SECTION 7

TERMINATION OF CONTRACTUAL AGREEMENT

CUSTOMER fully understands that the rate quoted in this Contract exists for the mutual benefit of both parties, and that if the CUSTOMER chooses to terminate, default, or cancel this Contract prior to the full term of this Contract, as agreed herein, the CUSTOMER shall reimburse the COUNTY for all waste delivered from the date of inception of this Contract, at the full gate rate price, plus all applicable State Fees

SECTION 8

CONTRACT ASSIGNABILITY

This Contract is assignable to transferable by either party with written notice to the other Party by registered mail or other similar vehicle at least 30 [thirty] days prior to ownership change Both Parties affirm and agree that all terms and conditions shall remain the same regardless of landfill ownership or CUSTOMER ownership

SECTION 9

RESOLUTION OF DISPUTES

Both Parties agree that this Agreement exists for the mutual benefit of both Parties, and, as such, a bond of trust exists between both Parties In the event of any misunderstanding, disagreement or dispute between the CUSTOMER and the COUNTY, both Parties agree to enter into discussions to resolve said misunderstandings, disagreements, or disputes, while continuing normal business operations as usual COUNTY and CUSTOMER agree to consider any and all requests of the other Party, and when possible, agree to seek solutions of mutual benefit without the incurring of any undue or extraordinary expenses by either Party

SECTION 10

CONTRACTUAL CONFLICTS

If any section or part of this Contract is found to be in conflict with any other part or section, or declared invalid,

illegal, or unenforceable by a competent court of law acceptable to both parties, that section shall be subject to renegotiating and shall not disqualify or negate any other sections or provisions of this contractual agreement. Venue shall be in the County of Polk, State of Texas

SECTION 11

CONTRACT PERFORMABILITY

The objects and undertakings of each of the Parties to this Agreement shall be performable in Polk County, Texas

Agreed to and accepted this _____ day of _____, in the year _____

FOR _____
[CUSTOMER]

FOR POLK COUNTY
[COUNTY]

JOHN P THOMPSON
County Judge, Polk County

Attest

Attest

BARBARA MIDDLETON
County Clerk, Polk County

Item # 6

A LANDFILL DISPOSAL CONTRACT

Between

Pro Star Waste LLC

And

THE POLK COUNTY WASTE MANAGEMENT CENTER

For Landfill Services

WHEREAS, the Polk County Waste Management Center of Polk County Texas owns and operates a Type I Sanitary Landfill, located 3 5 miles west of Leggett, Texas, under the Texas Natural Resource Commission Permit #1384, issued January 12, 1983, and

WHEREAS, it is the stated desire of Polk County to provide these facilities and services to area solid waste haulers

THEREFORE, let it be known that Pro Star Waste LLC represented by Dennis Jones, herein referred to as "CUSTOMER", desires to enter into an agreement with POLK COUNTY WASTE MANAGEMENT CENTER, herein referred to as "COUNTY", for landfill services and capacity under the following terms and conditions

SECTION 1

BASIC CONTRACTUAL AGREEMENT

BEGINNING on May 1, 2001, and continuing through September 30, 2001, CUSTOMER agrees to purchase from COUNTY, under a "put or pay" clause, no less than five-twelfths [5/12] of 40,001 cubic yards of solid waste disposal capacity per year

SECTION 2

STIPULATION OF RATES

BASED on the stated volume, and term of contract identified in SECTION 1 above, the CUSTOMER is eligible for a Level IV Volume Discount, inclusive of current applicable State Fees, and subject to the following provisions

- A CUSTOMER and COUNTY agree that the stated rate identified in SECTION 2 is inclusive of any and all State Fees applicable to the disposal of solid waste as of the date of the contract. CUSTOMER and COUNTY agree and understand that should any State Fees be increased or any other governmental fees become applicable to the disposal/processing/and or treatment of solid waste subject to this agreement, subsequent to the effective date of this contract, those fees will be passed through to the CUSTOMER as applicable
- B CUSTOMER agrees and understands that the stated volume discount rate applicable to this contract is at discount rate in effect as of May 1, 2001, as reflected on the schedule attached hereto

SECTION 3

PUT OR PAY CLAUSE

A CUSTOMER agrees, under the terms of this "put or pay" clause, that for the duration of this agreement, an accounting will be produced by the COUNTY, on an annualized basis commencing on May 1, 2001, through September 30, 2002, and defined as the same annual period in successive years, documenting the total amount of waste received from CUSTOMER and disposed of at the POLK COUNTY WASTE MANAGEMENT CENTER by the COUNTY. If the CUSTOMER has delivered a sufficient volume of waste to satisfy the provisions of SECTION 1 of this agreement, all provisions of this agreement will apply as stated. However, if the CUSTOMER has failed to deliver the volume of waste as stipulated by the terms of SECTION 1 of this agreement, the CUSTOMER will pay COUNTY a sum at the end of each annual accounting period to satisfy the "put or pay" contract condition, as stated herein. The actual sum to be calculated by the subtraction of the total number of cubic yards of waste of all types delivered by the

CUSTOMER to the COUNTY in each annual period of the Agreement from the total number of cubic yards of waste to be delivered annually as specified in Section 1 of this agreement. The resulting cubic yardage figure to be multiplied by the volume discount rate for compacted municipal solid waste as specified in Section 2 of this agreement to determine a sum payable to the COUNTY by CUSTOMER to satisfy the "put or pay" clause of this Agreement.

SECTION 4

TERMS OF PAYMENT

CUSTOMER understands and agrees that the COUNTY shall bill the CUSTOMER for landfill services/capacity by the 5th of each month following the prior month's services, and payment is expected by the end of that same month. Payment not received on or before the last day of the billing month will be subject to a 1.5% [one and a half percent] per month late payment penalty to be assessed and payable on the subsequent month's statement. The CUSTOMER further understands and agrees that if full payment is not received at the end of sixty [60] days, CUSTOMER shall pay gate rate price for all invoices sixty [60] days past due.

COUNTY will notify CUSTOMER with each monthly statement, the total amount of waste processed for the current annual period, applicable to the "put or pay" provisions of this Contract

CUSTOMER understands and agrees that the COUNTY shall bill the CUSTOMER for all payments due the COUNTY under SECTION 3 of this agreement by the 5th of the month following the last month of the annual period as identified in SECTION 3 of this agreement and payment is expected by the end of that same month. Payment not received on or before the last day of the billing month will be subject to a 1 5% [one and a half percent] per month late payment penalty to be assessed and payable on the subsequent month's statement. The CUSTOMER further understands and agrees that if full payment is not received at the end of sixty [60] days, CUSTOMER shall pay gate rate price for all invoices sixty [60] days past due.

SECTION 5

LANDFILL FACILITY ACCESS AND SERVICE AVAILABILITY

COUNTY agrees to make the landfill facility and services available to the CUSTOMER a minimum of 5 [five] days a week, Monday through Friday, for a minimum of eight consecutive working hours, and Saturday for 3 [three] hours, with the exception of the following official holidays: January 1, New Year's Day, a date in November appropriate for Thanksgiving Day, and December 25, Christmas Day.

COUNTY will agree to open the landfill on days other than regular operating days in cases of emergency and when special conditions/circumstances dictate the opening, and on request of the CUSTOMER. A rate of \$500.00 per day, plus regular contract fees, will be required by the COUNTY for these exceptions, except in cases of inaccessibility or usability of landfill access, in which cases the additional daily rate will not apply.

SECTION 6

**ACCEPTANCE OF WASTE FOR
DISPOSAL AT LANDFILL SITE**

COUNTY agrees to receive the CUSTOMER designated vehicles and assist in discharging the waste onto the working face of the disposal area, without undue delay, and to insure a speedy turn around for the vehicles making the deliveries.

CUSTOMER understands and agrees to fully comply with all rules, regulations, and laws governing solid waste, as imposed on said entities and their facilities by the State of Texas, the Federal Government or any other Special Jurisdiction that may have authority over the control and management of solid waste as authorized by law.

Any waste declared "unauthorized" by State or Federal laws, and not appropriate for disposal in a Type I Landfill, shall not be delivered to the COUNTY by CUSTOMER for processing or disposal.

CUSTOMER understands that Subtitle D of the Resources conservation and Reclamation Act of 1976, requires COUNTY to conduct random waste screenings in a timely manner

CUSTOMER agrees that in the event that unacceptable waste is discovered in the CUSTOMER's load at the time of discharge, the CUSTOMER's official representative will be notified immediately, and the CUSTOMER shall be responsible for the removal of said unauthorized waste to an appropriate facility. However, the CUSTOMER may, at the CUSTOMER's option, request the COUNTY remove said unauthorized waste to an appropriate facility, with all costs associated with said removal/processing and disposal of said unauthorized waste to be executed at the complete and total expense of the CUSTOMER

SECTION 7

TERMINATION OF CONTRACTUAL AGREEMENT

CUSTOMER fully understands that the rate quoted in this Contract exists for the mutual benefit of both parties, and that if the CUSTOMER chooses to terminate, default, or cancel this Contract prior to the full term of this Contract, as agreed herein, the CUSTOMER shall reimburse the COUNTY for all waste delivered from the date of inception of this Contract, at the full gate rate price, plus all applicable State Fees

SECTION 8

CONTRACT ASSIGNABILITY

This Contract is assignable to transferable by either party with written notice to the other Party by registered mail or other similar vehicle at least 30 [thirty] days prior to ownership change Both Parties affirm and agree that all terms and conditions shall remain the same regardless of landfill ownership or CUSTOMER ownership

SECTION 9

RESOLUTION OF DISPUTES

Both Parties agree that this Agreement exists for the mutual benefit of both Parties, and, as such, a bond of trust exists between both Parties In the event of any misunderstanding, disagreement or dispute between the CUSTOMER and the COUNTY, both Parties agree to enter into discussions to resolve said misunderstandings, disagreements, or disputes, while continuing normal business operations as usual COUNTY and CUSTOMER agree to consider any and all requests of the other Party, and when possible, agree to seek solutions of mutual benefit without the incurring of any undue or extraordinary expenses by either Party

SECTION 10

CONTRACTUAL CONFLICTS

If any section or part of this Contract is found to be in conflict with any other part or section, or declared invalid,

illegal, or unenforceable by a competent court of law acceptable to both parties, that section shall be subject to renegotiating and shall not disqualify or negate any other sections or provisions of this contractual agreement. Venue shall be in the County of Polk, State of Texas

SECTION 11

CONTRACT PERFORMABILITY

The objects and undertakings of each of the Parties to this Agreement shall be performable in Polk County, Texas

Agreed to and accepted this 12th day of June, in the year 2001

FOR Prestar Waste LCC
[CUSTOMER]

FOR POLK COUNTY
[COUNTY]

[Signature]

[Signature]
JOHN P THOMPSON
County Judge, Polk County

Attest

Attest

JAMES K. RICHARDSON

Barbara Middleton
By Donni Cleft, Deputy
BARBARA MIDDLETON
County Clerk, Polk County

**Polk County Waste Management Center Landfill Rate Schedule
(Effective May 01, 2001)**

Base Rate Per Cubic Yard	MSW Loose	MSW Packed	C&D Waste	Special Waste	Animals
Level I Discount Rate	\$6.00	6.25	6.25	9.00	15.00 Each
Level II Discount Rate	5.75	6.00	6.00	9.00	15.00 Each
Level III Discount Rate	5.50	5.75	5.75	9.00	15.00 Each
Level IV Discount Rate	5.25	5.50	5.50	9.00	15.00 Each
	5.00	5.25	5.25	9.00	15.00 Each

Discount Rate Qualification Chart

Discount Rate Level	Qualification Criteria
Level I Discount Rate	Annual Disposal Volume of 10,001-20,000 Cubic Yards*
Level II Discount Rate	Annual Disposal Volume of 20,001-30,000 Cubic Yards*
Level III Discount Rate	Annual Disposal Volume of 30,001-40,000 Cubic Yards*
Level IV Discount Rate	Annual Disposal Volume of 40,001-50,000+ Cubic Yards*

* Annual Disposal Volumes shall be based Polk County Waste Management Center site records for the previous fiscal year (Oct. 1 Sept. 30).

Additional Discount Rate Qualification Information

Customers may also qualify for the various discount rate levels by the execution of a contractual agreement with the Polk County Waste Management Center whereby the customer guarantees payment for an annual disposal volume equal to the minimum annual disposal volume indicated in the Discount Rate Qualification Chart for the specific discount rate levels.

All such contractual agreements, which are commonly known in the waste management industry as "put or pay" contracts, shall be contingent on the approval of the Polk County Commissioner's Court.

Item #12

STATE OF TEXAS
COUNTY OF POLK

I, John P Thompson, as a member of the Polk County Commissioners Court, make this affidavit and hereby on oath state the following,

I have a substantial interest in a business entity or real property that may receive a special economic effect that is distinguishable from the effect on the public by a vote or decision of the Polk County Commissioners Court as those terms are defined in Chapter 171 of the Local Government Code The business entity or real property is

First National Bank of Livingston
[name and address of business and/or description of property]

I
["I"] or name of relative and relationship

(have/has) a substantial interest in this business entity or real property for the following reasons (circle all which are applicable)

- (1) the interest is ownership of 10% or more of the voting stock or shares of the business entity,
- (2) the interest is 10% or \$5,000 or more of the fair market value of the business entity,
- (3) funds received from the business entity exceed 10% of my (my/his/her) income for the previous year,
- (4) real property is involved and _____ (i/he/she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500

Upon the filing of this affidavit with the Clerk of the Polk County Commissioners Court, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever

Signed this 12th day of June, ~~200~~ 2001

John P Thompson
Signature of Public Official

County Judge
Title

BEFORE ME, the undersigned authority, this day personally appeared John P. Thompson (name of affiant) and by oath stated that the facts hereinabove stated are true and correct to the best of (his/her) knowledge or belief Sworn to and subscribed before me on this 12th day of June, 2001



Marcia Cook
Notary Public in and for the State of Texas
My Commission expires

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Y 100



POLK COUNTY COMMISSIONERS COURT

VOL 47 PAGE 693

Polk County Courthouse, 3rd floor
Livingston, Texas

2001-050

True

NOTICE OF INTENT TO SELECT COUNTY DEPOSITORIES

NOTICE IS HEREBY GIVEN that the Polk County Commissioners Court will receive applications for the Depository and Sub depositories for County public funds and certain trust funds and court registry funds. Applications must be received by the County Judge of Polk County no later than Tuesday June 5 2001 at 5 00 p m. Applications must state the amount of the applicant's paid up capital stock and permanent surplus and must be accompanied by a statement showing the financial condition of the bank on the date of the application. Applications must be submitted with a certified check or cashier's check in for at least one half (1/2) percent (\$88 454 00) of the County's revenue for the preceding year. Details pertaining to the application and selection process may be obtained by contacting the Polk County Judge's office (936)327-6813. Selection of County Depository and Sub-Depositories shall be made at the regular session of the Polk County Commissioners Court to be held on June 12 2001 at 10 00 a m in the Commissioners Courtroom of the Polk County Courthouse.

Posted May 17, 2001

Commissioners Court of Polk County Texas
By John P Thompson County Judge

I the undersigned County Clerk do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Thursday May 17 2001 and that said Notice remained so posted continuously for at least 20 days preceding the scheduled time of said Meeting.

BARBARA MIDDLETON COUNTY CLERK

BY Deputy

FILED AND RECORDED
2001 MAY 17 AM 8:37
CLERK OF COURTS
POLK COUNTY TEXAS

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Item #12

POLK COUNTY DEPOSITORY PLEDGE CONTRACT

COPY

STATE OF TEXAS §
COUNTY OF POLK § KNOW ALL MEN BY THESE PRESENTS

That First State Bank, of Livingston, Polk County Texas, does hereby pledge and deposit the following securities with the Commissioners Court of Polk County in the amount of two million thirty six thousand six hundred forty three----- Dollars (\$2,036,643) upon the terms and conditions and for the purposes herein after set forth

SECURITIES AMOUNT
I Securities Pledged to Polk County
First State Bank of Livingston
April 30 2001

Table with 4 columns: Description, Matr Date, Par Value, Market Value. Rows include FNMA Pool # 70820, FNMA Pool # 57812, GNMA Pool # 8824, GNMA Pool # 8839, GNMA Pool # 8902, and a total row with values 10,645,000 and 2,036,643.

TOTAL

The conditions of the Contract are such that, whereas, on the 8th day of May, 2001, the above bounden pledgor was duly and legally chosen by the Commissioners Court of Polk County, Texas as a County Depository for said County for a period of four years, ending sixty days from the time fixed by law for the next selection of a depository, upon its proposing in an application properly submitted to the County Judge and reviewed by the Commissioners Court and its agreeing to pay the County of Polk see sch 1 interest on "Time Deposits" on daily balances kept in

said Depository of Polk County, at the rate of ^{see} schedule 1 per cent per annum said interest payable monthly. The Pledgor named herein may, on the basis of negotiations with Polk County, Texas, establish new interest rates and financial terms to take effect during the final two years of this four year contract if (1) the new financial terms do not increase the prices to the County more than ten percent (10%) and (2) the County has the option to choose to use the mutual variable interest rate option or to change the new fixed or variable interest rate options proposed by the pledgor.

Now, Therefore, the above bounden pledgor agrees to faithfully perform all the duties and obligations devolving on it by law as the County Depository of Polk County, Texas and shall upon presentation pay checks drawn on it by the County Treasurer of Polk County, Texas on "demand deposits" accounts in such depository and all checks drawn upon any "time deposits" accounts account on presentation after expiration of the period of notice required in the case of "time deposits" and shall faithfully keep said County funds and account for the same according to law and shall faithfully keep and account for all funds belonging to the County which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated Article 2517, and shall include State Funds collected by the Tax Assessor Collector and funds collected by the District and County Clerks to be held in trust, and shall pay the interest at the time and at the rate herein before stipulated, and shall at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property and other things of value coming into its hands as Depository for Polk County. Then and in the event that said bounden pledgor should fail to faithfully and fully execute the duties and obligations set out herein, this contract is to be null and void and the securities above shall be returned to the pledgor. In such event that this contract should become null and void by failure of the bounden pledgor, the Commissioners Court of Polk County, Texas is specially authorized to sell at public or private sale with or without notice to the pledgor the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all of the conditions of this contract.

The above provision is given in addition to any remedy the County of Polk may have in any suit brought on this contract in any court within the State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Polk in the State of Texas, in any court therein having jurisdiction of the subject matter thereof.

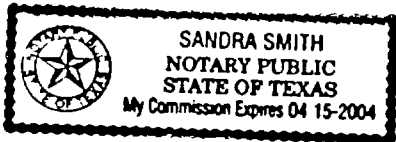
IN WITNESS of all which we have hereunto set out hands and the said Pledgor has caused these presents to be signed with its name and by its President and attested and sealed with its corporate seal the day and year first above written

Robert Sebaugh
Signature of Pledgor (President) Vice President/Controller
Robert Sebaugh
(Printed Name, Title)
Vice President/Controller

ACKNOWLEDGMENT

Before me on this day, personally appeared Robert Sebaugh
Vice President of First State Bank and known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of First State Bank, a corporation for the purpose and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May 2001



Sandra Smith
Notary Public in and for Polk County Texas
My Commission expires 4-15-04

The within contract, approved by the Commissioners Court of Polk County, Texas, on the _____ day of _____, 2001, is hereby filed for record and duly recorded in the Commissioners Court Minutes of the County

Witness my hand and seal of office, this _____ day of _____, 2001

John P. Thompson
John P. Thompson, County Judge
Polk County, Texas

Filed 06-14, 2001

Barbara Muldiken, by David Clift, deputy
County Clerk

DEPOSITORY BID FOR

Polk County, Texas

BY

FIRST STATE BANK OF LIVINGSTON

FIRST STATE BANK OF LIVINGSTON
Depository Bid Attachment

Schedule 1

Time Deposits

We will pay at least +25 basis point spread to the T-Bill rate on all CD maturity ranges you have listed. If comparable government agency spreads to treasuries are higher we will pay the higher government agency rate. Currently shorter term government agency rates are running approximately 25 basis points over Treasury rates.

Checking Account

Interest earned will be credited to the checking account once every statement cycle. We will pay interest on all interest bearing accounts at the prevailing rate then in effect according to the schedule of rates published by First State Bank. In addition any portion of the demand deposit account balance over \$1,000,000 will earn interest at the Federal Funds rate set by the Federal Reserve. This rate is currently 4.50%.

Internet Banking

Access to account activity is available through the internet. There is no charge for this service.

**FIRST STATE BANK OF LIVINGSTON
Depository Bid Attachment**

Schedule 2

First State Bank offers its customers computer-imaged statements. The statements offer you these advantages:

- **Crisp state-of-the-art laser printing**
- **Each deposit slip and check are computer imaged and sorted in numerical order, showing exactly which items have cleared and eliminating the task of sorting and filing items when balancing your checkbook. The number, transaction date and the amount are also printed below each item for easy reference.**
- **Statements are pre-punched for an attractive three ring binder which we furnish free on request.**
- **The statements greatly simplify your record keeping and eliminates filing and storage problems.**
- **Images of your checks are recognized by the Internal Revenue Service for proof of payment and may be used in court as evidence if necessary.**

All imaging services will be free of charge.

First State Bank of Livingston
Depository Bid Attachment

Schedule 3

First State Bank offers ACH electronic payments. For payroll purposes the District would typically prepare an ACH file using ACH satellite software provided by First State Bank. This file would then be delivered to the Bank for ACH processing.

The bank would initiate a single electronic payment on the District's behalf, which would split out to each person on the list.

Advantages of this system are

- 1) Instant availability to employee without the need to go to the bank for deposit purposes
- 2) No more lost checks or endorsement fraud
- 3) One single payroll amount to charge to the District's account with no outstanding checks for reconciling
- 4) No typing of individual checks or need for signatures
- 5) Saving of the cost of check forms and computer time for check printing
- 6) Deposits can be made to employee's account in any bank in any location, not just in First State Bank

This service would be free if First State Bank is selected as the depository for the District.

Further details on implementing this will be provided if First State Bank is selected as the depository for the District.

First State Bank of Livingston
Depository Bid Attachment

Schedule 4

Overdrafts

We do not intend to charge the district any overdraft fees as long as overdrafts, if any, are infrequent. If this becomes a problem, we will contact the district and try to alleviate the problem. Should the problem continue, we reserve the right to charge the district our prevailing charge of \$15.00 per insufficient item after notification is given to the District.

Overdrafts have not been a problem in the past.

said Depository of Polk County, at the rate of _____ per cent per annum said interest payable monthly. The Pledgor named herein may on the basis of negotiations with Polk County Texas establish new interest rates and financial terms to take effect during the final two years of this four year contract, if, (1) the new financial terms do not increase the prices to the County more than ten percent (10%), and (2) the County has the option to choose to use the initial variable interest rate option or to change the new fixed or variable interest rate options proposed by the pledgor.

Now, Therefore, the above bounden pledgor agrees to faithfully perform all the duties and obligations devolving on it by law as the County Depository of Polk County Texas and shall upon presentation pay checks drawn on it by the County Treasurer of Polk County Texas, on "demand deposits" accounts in such depository and all checks drawn upon any "time deposits" accounts account on presentation after expiration of the period of notice required in the case of "time deposits" and shall faithfully keep said County funds and account for the same according to law and shall faithfully keep and account for all funds belonging to the County which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated Article 2547 and shall include State Funds collected by the Tax Assessor Collector and funds collected by the District and County Clerks to be held in trust and shall pay the interest at the time and at the rate herein before stipulated and shall at the expiration of the term for which it has been chosen turn over to its successor all the funds property and other things of value coming into its hands as Depository for Polk County. Then and in the event that said bounden pledgor should fail to faithfully and fully execute the duties and obligations set out herein, this contract is to be null and void and the securities above shall be returned to the pledgor. In such event that this contract should become null and void by failure of the bounden pledgor, the Commissioners Court of Polk County, Texas is specially authorized to sell at public or private sale, with or without notice to the pledgor the securities or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all of the conditions of this contract.

The above provision is given in addition to any remedy the County of Polk may have in any suit brought on this contract in any court within the State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Polk in the State of Texas, in any court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set out hands and the said Pledgor has caused these presents to be signed with its name and by its President and attested and sealed with its corporate seal the day and year first above written

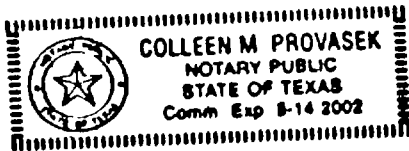
Signature of Pledgor (President)

John G. Slocomb, President/CEO
(Printed Name Title)

ACKNOWLEDGMENT

Before me on this day personally appeared John G. Slocomb, President of The First National Bank of Livingston and known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of The First National Bank of Livingston a corporation for the purpose and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of May 2001



Notary Public in and for Polk County Texas
My Commission expires 5-14-02

The within contract, approved by the Commissioners Court of Polk County, Texas, on the 13th day of June 2001, is hereby filed for record and duly recorded in the Commissioners Court Minutes of the County

Witness my hand and seal of office, this 14th day of June 2001

John P. Thompson, County Judge
Polk County, Texas

Filed 06-14, 2001

Brooksa Middleton, by David Cleft, deputy
County Clerk

Attachment to
Polk County Depository Bid

I Time Deposit Rates

A Single Maturity Time Deposits

<u>Maturity</u>	<u>Basis Point Spread Over T-Bill Rate</u>
7-29 Days	-0-
30-59 Days	-0-
60-89 Days	-0-
90-179 Days	0-
180-364 Days	0-
365 Days	-0-

II Demand Deposits

A No Service Charges

B Interest at Posted Rate, Subject to Posted Minimum Balances and Withdrawal Restrictions

C Investment Account, Limited Withdrawals

1 Account Balance	Current Posted Rate	APY
\$100,000	3.50%	3.56%
50,000	3.25%	3.30%
2,500	2.00%	2.02%
1-2,499	1.50%	1.51%

D Checking Account, Unlimited Withdrawals

1 Account Balance	Current Posted Rate	APY
>999.99	1.10%	1.11%

III Other Services Provided At No Charge

- A Wire Transfer
- B Stop Pay
- C ACH Payroll Origination
- D Night Drop
- E Safe Deposit Box
- F Safekeeping

A Capital @ 4/30/01

1	Paid Up Capital Stock-	\$ 479 000
2	Permanent Surplus-	\$12 443 824
3	Undivided Profits-	<u>\$14,973,307</u>
		\$27,896,131

B Statement of Condition @ 4/30/01

Assets

Cash on Hand and Due From Banks	\$ 11 689 456
U S Government & Agency Securities	\$ 57 641 660
Municipal Bonds	\$ 27 364 569
Other Bonds & Securities	\$ 21 666 025
Fed Funds Sold	\$ 16 170 000
Loans	\$ 46 878 388
Banking House & Other Assets	<u>\$ 10,496,518</u>

Total Assets \$191 906 616

Liabilities & Capital

Deposits	\$161 473 377
Other Liabilities	<u>\$ 1,887,038</u>
Total Liabilities	\$163 360,415

Capital	\$ 479 000
Surplus	\$ 12 443,824
Undivided Profits	\$ 14,973,307
Unrealized Gain(Loss) on AFS Securities	<u>\$ 650,070</u>
Total Capital	\$ 28,546,201

Total Liabilities And Capital \$191,906,616

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said Depository of Polk County, at the rate of N/A per cent per annum said interest payable monthly. The Pledgor named herein may, on the basis of negotiations with Polk County Texas, establish new interest rates and financial terms to take effect during the final two years of this four year contract if (1) the new financial terms do not increase the prices to the County more than ten percent (10%) and (2) the County has the option to choose to use the initial variable interest rate option or to change the new fixed or variable interest rate options proposed by the pledgor.

Now Therefore, the above bounden pledgor agrees to faithfully perform all the duties and obligations devolving on it by law as the County Depository of Polk County Texas and shall upon presentation pay checks drawn on it by the County Treasurer of Polk County Texas, on "demand deposits" accounts in such depository and all checks drawn upon any "time deposits" accounts account on presentation after expiration of the period of notice required in the case of "time deposits" and shall faithfully keep said County funds and account for the same according to law and shall faithfully keep and account for all funds belonging to the County which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated Article 2517 and shall include State Funds collected by the Tax Assessor Collector and funds collected by the District and County Clerks to be held in trust, and shall pay the interest at the time and at the rate herein before stipulated and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds property, and other things of value coming into its hands as Depository for Polk County. Then and in the event that said bounden pledgor should fail to faithfully and fully execute the duties and obligations set out herein, this contract is to be null and void and the securities above shall be returned to the pledgor. In such event that this contract should become null and void by failure of the bounden pledgor, the Commissioners Court of Polk County, Texas is specially authorized to sell at public or private sale, with or without notice to the pledgor the securities, or any part thereof and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all of the conditions of this contract.

The above provision is given in addition to any remedy the County of Polk may have in any suit brought on this contract in any court within the State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Polk in the State of Texas, in any court therein having jurisdiction of the subject matter thereof.

IN WITNESS of all which we have hereunto set out hands and the said Pledgor has caused these presents to be signed with its name and by its President and attested and sealed with its corporate seal the day and year first above written

L. A. Page
Signature of Pledgor (President)
L A Page, President
(Printed Name Title)

ACKNOWLEDGMENT

Before me on this day personally appeared L A Page,
President of Citizens State Bank, Corrigan, Texas and known to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same as the act and deed of Citizens State Bank
a corporation for the purpose and consideration therein expressed and in the capacity
therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of
June, 2001



Mary Ann Clifton
Notary Public in and for Polk County, Texas
My Commission expires 8-16-2004

.....
The within contract, approved by the Commissioners Court of Polk County,
Texas, on the 12th day of June, 2001, is hereby filed for record and
duly recorded in the Commissioners Court Minutes of the County

Witness my hand and seal of office, this 14th day of June,
2001

John P. Thompson
John P. Thompson, County Judge
Polk County, Texas

Filed 06-14, 2001

Barbara Middleton, by Dawn Clift, Deputy
County Clerk

Item # 12

POLK COUNTY
DEPOSITORY PLEDGE CONTRACT

STATE OF TEXAS §
COUNTY OF POLK § KNOW ALL MEN BY THESE PRESENTS

That Peoples State Bank, of Livingston Branch,
(Financial Institution) / (Pledgor) (City)
Polk County Texas, does hereby pledge and deposit the following securities with the
Commissioners Court of Polk County, in the amount of _____
_____ Dollars (\$) , upon the terms and conditions
and for the purposes hereinafter set forth,

SECURITIES	AMOUNT
1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____
4 _____	\$ _____
5 _____	\$ _____
6 _____	\$ _____
7 _____	\$ _____
8 _____	\$ _____
9 _____	\$ _____
10 _____	\$ _____
11 _____	\$ _____
12 _____	\$ _____
13 _____	\$ _____
14 _____	\$ _____
15 _____	\$ _____
TOTAL _____	

The conditions of the Contract are such that, whereas on the 12th day of
June, 2001, the above bounden pledgor was duly and legally chosen by the
Commissioners Court of Polk County, Texas as a County Depository for said County for
a period of four years, ending sixty days from the time fixed by law for the next selection
of a depository upon its proposing in an application properly submitted to the County
Judge and reviewed by the Commissioners Court and its agreeing to pay the County of
Polk ** interest on "Time Deposits" on daily balances kept in
**SEE BID DATED MAY 1, 2001

said Depository of Polk County, at the rate of ** per cent per annum said interest payable monthly. The Pledgor named herein may, on the basis of negotiations with Polk County, Texas, establish new interest rates and financial terms to take effect during the final two years of this four year contract, if (1) the new financial terms do not increase the prices to the County more than ten percent (10%) and (2) the County has the option to choose to use the initial variable interest rate option or to change the new fixed or variable interest rate options proposed by the pledgor.

Now, Therefore, the above bounden pledgor agrees to faithfully perform all the duties and obligations devolving on it by law as the County Depository of Polk County, Texas, and shall upon presentation pay checks drawn on it by the County Treasurer of Polk County, Texas, on "demand deposits" accounts in such depository and all checks drawn upon any "time deposits" accounts account on presentation after expiration of the period of notice required in the case of "time deposits" and shall faithfully keep said County funds and account for the same according to law and shall faithfully keep and account for all funds belonging to the County which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated Article 2547 and shall include State Funds collected by the Tax Assessor Collector and funds collected by the District and County Clerks to be held in trust and shall pay the interest at the time and at the rate herein before stipulated and shall at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property and other things of value coming into its hands as Depository for Polk County. Then and in the event that said bounden pledgor should fail to faithfully and fully execute the duties and obligations set out herein, this contract is to be null and void and the securities above shall be returned to the pledgor. In such event that this contract should become null and void by failure of the bounden pledgor, the Commissioners Court of Polk County, Texas is specially authorized to sell at public or private sale with or without notice to the pledgor the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all of the conditions of this contract.

The above provision is given in addition to any remedy the County of Polk may have in any suit brought on this contract in any court within the State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Polk in the State of Texas, in any court therein having jurisdiction of the subject matter thereof.

****SEE BID DATED MAY 1, 2001**

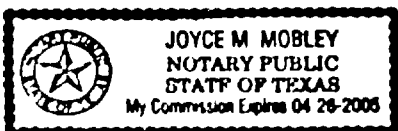
IN WITNESS of all which we have hereunto set out hands and the said Pledgor has caused these presents to be signed with its name and by its President and attested and sealed with its corporate seal the day and year first above written

C.W. Miller
Signature of Pledgor (President)
C.W. Miller, President
(Printed Name Title)

ACKNOWLEDGMENT

Before me on this day personally appeared C.W. Miller, President of PEOPLES STATE BANK and known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he ~~has~~ executed the same as the act and deed of PEOPLES STATE BANK a corporation for the purpose and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of JUNE 2001



Joyce M. Mobley
Notary Public in and for Polk County Texas
My Commission expires 04-26-2005

.....

The within contract, approved by the Commissioners Court of Polk County, Texas on the 12th day of June, 2001, is hereby filed for record and duly recorded in the Commissioners Court Minutes of the County

Witness my hand and seal of office, this 14th day of June, 2001

John P. Thompson
John P. Thompson, County Judge
Polk County, Texas

Filed 06-14, 2001

Barbara Middleton, by Davis Cleft, deputy
County Clerk

Bid 01-04-01

STANDARD DEPOSIT SERVICES The bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt, and all other checks based upon the bank's Availability of Funds policy. All deposits received by the banks established daily close of business, will be credited in that day's business.

OTHER SPECIFIC SERVICES As described on the Bid Worksheet, the bank will acknowledge services and the attendant fees for such services.

BID WORKSHEET FOR DEPOSITORY BANKS

Interest Bearing Checking Accounts	Variable Interest Rate*	Fixed Interest Rate
	PRIME RATE LESS	
	4.50% - PRESENTLY <u>3.00</u>	<u>3.01</u>
	WOULD BE CURRENT RATE	

* Method of Computation COMPUTED ON DAILY COLLECTED BALANCE BASED ON A 365-DAY YEAR
INTEREST PAID MONTHLY

Minimum balance requirement per account should be listed below

NONE

01-04-01

Certificates of Deposit - Variable Interest Rate
 (91 day U S T-Bill effective rate as determined by the latest T-Bill auction)

		Less than \$100,000	More than \$100,000
Maturity	7-29 days	<u>-24</u> Basis points	<u>-24</u> Basis points
Maturity	30-59 days	<u>-24</u> Basis points	<u>-24</u> Basis points
Maturity	60-89 days	<u>-19</u> Basis points	<u>-19</u> Basis points
Maturity	90-179 days	<u>-19</u> Basis points	<u>-19</u> Basis points
Maturity	180 days - < 1 year	<u>-15</u> Basis points	<u>-15</u> Basis points
Maturity	> 1 year	<u>-15</u> Basis points	<u>-15</u> Basis points

3, c/c 04

Certificates of Deposit - Fixed Interest Rate

Maturity	7-29 days	<u>3 27</u> %
Maturity	30-59 days	<u>3 31</u> %
Maturity	60-89 days	<u>3 46</u> %
Maturity	90-179 days	<u>3.91</u> %
Maturity	180 days - < 1 year	<u>3 76</u> %
Maturity	> 1 year	<u>4 03</u> %

ON MATURITIES OF 180 DAYS OR MORE, THE RATE WILL BE NO LESS THAN THE
 AVERAGE HOUSTON RATE AS PUBLISHED IN THE HOUSTON CHRONICLE WEEKLY

Bid 01-04-01

SERVICES PROVIDED

1) Monthly Account Statement Dollar Amount of Fee
\$5 00 Per account

Comment _____

		Yes	No	Dollar Fee
2) Wire Transfers	Incoming	<u>X</u>	_____	<u>0</u>
	Outgoing	<u>X</u>	_____	<u>\$10 00</u>
	Repetitive	<u>N/A</u>	_____	_____
	Non-repetitive	<u>N/A</u>	_____	_____

Comment _____

Bids are subject to the terms and conditions of the Request for Proposal.

Bid 01-04-01

3) ACH Service Transfers

	Yes	No	Dollar Fee
Transfers - Outgoing - Bank initiated	<u>x</u>	<u> </u>	<u>\$10 00</u>
Computenzed	<u> </u>	<u> x </u>	<u> </u>

Comment _____

	Yes	No	Dollar Fee
4) In-House Account			
Repetitive	<u> </u>	<u> x </u>	<u> 0 </u>
Non-Repetitive	<u> x </u>	<u> </u>	<u> 0 </u>
Computenzed	<u> x </u>	<u> </u>	<u> 0 </u>
5) Account Maintenance on Checking Accounts	<u> x </u>	<u> </u>	<u> 0 </u>

Comment _____

Bid 01-04-01

	Yes	No	Dollar Fee
6) Furnish deposit slips, deposit books, and endorsement stamp	<u>X</u>	---	<u>OUR COST</u>
7) Bags and keys	<u>X</u>	---	<u>0</u>
8) Stop payments issued	<u>X</u>	---	<u>\$5 00</u>
9) Overdrawn accounts	<u>X</u>	---	<u>\$5 00</u>
10) Returned items	<u>X</u>	---	<u>\$5 00</u>

Comment _____

	Yes	No	Dollar Fee
11) Printing and furnishing checks as required by County	<u>X</u>	---	<u>OUR COST</u>

Comment _____

Bid 01-04-01

12) Printing and furnishing check binder forms
as required by the County

Yes

No

Dollar Fee

X

—

OUR COST

Comment _____

13) Sequential check sorting

Yes

No

Dollar Fee

X

—

\$10 00

Comment _____

14) Provide safe keeping for outside purchases of
securities by Polk County at a third party
financial institution or with the Federal Reserve

Yes

No

Dollar Fee

X

—

OUR COST

Comment _____
SAFEKEEPING WILL BE AT TEXAS INDEPENDENT BANK, DALLAS

Bid 01-04-01

15) Additional Services and Charges	Yes	No	Dollar Fee
Are there any additional charges for the requested collections, disbursement, investment or miscellaneous services? If so, please describe and indicate the fee per unit	<u>X</u>		

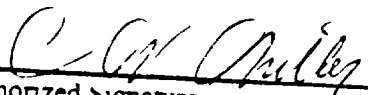
Comment	COLLECTION ITEMS	\$10 00
	MANUAL DIRECT PAYROLL DEPOSITS - \$50 00 PER PAYROLL/\$1 00 PER EMPLOYEE (NO CHARGE IF ACH OR TAPE/TAPE)	
	TWO (2) MEDIUM-SIZED SAFE DEPOSIT BOXES FREE REGULAR PRICE FOR ANY ADDITIONAL	

Bid 01-04-01

The undersigned affirms that they are fully authorized to execute this contract by providing Polk County with a resolution from the Board of Directors, from the submitting bank authorizing or empowering the undersigned to execute this contract. The undersigned affirms that bid has not been prepared with collusion of any other bidder; and that the contents of said bid has not been communicated by the undersigned, nor by any employee or agent, to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid

Name and Address of Bidder

PEOPLES STATE BANK
P O BOX 1287
SHEPHERD, TX 77371


Authorized Signature
CLIFFORD W MILLER
Name
PRESIDENT / CEO
Title
936/628-3312
Telephone

Statement of Condition

OFFICERS

CLIFFORD W MILLER

C E O President &
Chairman of the Board

JAY ESTES

Senior Vice President

BOBBIE DAVIS

Senior Vice President
Branch Manager

PAM LLLIS

Vice President/Cashier

SUSAN FEW

Assistant Vice President/
Compliance Officer

RICHARD BENNETT

Vice President/
Branch Manager

RESOURCES

	March 31 2001	March 31 2000
Cash on Hand and in Other Banks	1 625 717 34	1 724 527 73
United States Bonds	19 222 615 00	16 215 841 99
Other Securities	427 794 00	408 291 00
Net Loans and Discounts	18 734 775 09	15 559 344 91
Net Banking House Fixtures & Equip	611 569 06	609 211 60
Other Real Estate	35 000 00	18 813 65
Other Assets	589 818 59	751 849 77
Federal Funds Sold and Time Deposits	3 195 000 00	3 320 000 00
TOTAL RESOURCES	44 442 289 08	38 607 880 65

DIRECTORS

RONALD W CORN

BILL R JONES

VERNON LILLEY

J A McDANIEL

CLIFFORD W MILLER

R E ODOM

RIPLEY E WOODARD JR

CAPITAL AND LIABILITIES

Capital Stock	290 000 00	290 000 00
Surplus Certified	1 710 000 00	1 710 000 00
Undivided Profits and Reserves	1 226 772 99	443 133 93
Deposits	40 972 090 65	36 036 383 08
Other Liabilities	243 425 44	128 363 64
TOTAL CAPITAL AND LIABILITIES	44 442 289 08	38 607 880 65

POLK COUNTY
By Bill Law County Auditor

BUDGET REVISION
#2001 17

June 12 2001

THANK YOU

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
✓ 010-401-352	Contingencies		361 60	To cover expenses	54 000 00	18 681 20	35 618 80
✓ 010-401-401	Audit Fees	200 00		To cover actual expense	25 000 00	24 989 00	11 00
✓ 010-401-530	Courthouse Study	161 60		To cover actual expense	5 000 00	59 109 56	54 109 56
✓ 010-271-000	Fund Balance		22 000 00	To cover expenses	10 000 00	32 000 00	22 000 00
✓ 010-409-441	Gas / Heat	22 000 00		To cover actual expenses	65 000 00	2 225 00	-62 775 00
✓ 010-409-312	General Office Supplies		2 100 00	To cover requests	0 00	5 775 00	5 775 00
✓ 010-450-315	Office Supplies	1 000 00		"	0 00	2 000 00	2 000 00
✓ 010-495 315	Office Supplies	500 00		"	0 00	3 100 00	3 100 00
✓ 010-560-315	Office Supplies	600 00		"	0 00	3 100 00	3 100 00
✓ 010-465-105	Salaries		2 805 20	To cover contract court reporter pending replacement of official court reporter	72921 51	69 084 71	3 856 80
✓ 010-465-490	Contingencies(Contract Reporter)	2 805 20		replacement of official court reporter	500 00	5 293 30	4 793 30
✓ 010-512 334	Paper / Sundry Supplies	800 00		To cover actual expense	10 200 00	14 925 00	4 725 00
✓ 010-512 342	Laundry Supplies		800 00		4 000 00	3 200 00	-800 00
✓ 010-342-600	Insurance claims	16 452 80		Insurance reimbursement for totalled vehicle	0 00	51 121 37	51 121 37
✓ 010-560-450	Ins vehicle repairs		4 743 20	Vehicle totalled to be replaced	0 00	8 663 20	8 663 20
✓ 010-560-573	Capital Outlay	21 196 00		Replacement S/O Vehicle	5 000 00	229 123 96	224 123 96
✓ 010-271-000	Fund Balance		9 360 00	To cover NOAA expenses	0 00	0 00	0 00
✓ 010-695-500	NOAA weather radio	9 360 00		County budget commitment	0 00	36 328 00	36 328 00
• 015-369-100	Culvert Reimbursement	500 00		Bennett	0 00	5 244 00	5 244 00
015-621-339	Construction/Material	500 00		Reimbursement	100 000 00	112 109 20	12 109 20
✓ 032-595-402	Engineering Services Fee		8 400 00	per Administrator request	143 500 00	125 100 00	18 400 00
032 595-573	Capital Outlay	6 400 00			3 200 00	17 500 00	14 300 00
051-645-427	Travel /Seminars		1 000 00	To cover expenses per director request	2 500 00	1 500 00	1 000 00
051-645-334	Food Delivery		1 000 00	"	8 000 00	4 700 00	-3 300 00
✓ 051-645-343	Paper Goods/Supplies	2 000 00			15 500 00	20 203 00	4 703 00
090-101-000	Sheriff Drug Forfeiture account		5 326 70	S/O Drug Forfeiture			0 00
✓ 010-560-423	Mobile phones	826 70		To cover actual expenses	10 000 00	10 826 70	826 70
✓ 010-560-573	Capital Outlay	4 500 00		To cover actual expenses	229 123 95	233 623 96	4 500 01
✓ 093-403-572	Office Supplies Equipment		1 627 29	per County clerk request	15 000 00	13 372 71	1 627 29
✓ 093-403-573	Capital Outlay			to cover cost of book shelves	0 00	27 284 84	27 284 84
		59 523 99	59 523 99	Total			

Approved By *Bill Law*
Date 6/12/01

DATE 05/21/2001 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1
REF # VEN # VENDOR NAME AMOUNT
ACH178 TEXPOOL \$579 240 00
TOTAL AMOUNT \$579 240 00

John D. Langston

DATE 05/21/2001 1 08 34

VOUCHERS PAYABLE REF STEP

10 PAGE 1

ALL RECORDS FROM 05 13 01 TO 05 31 01 DATE-TD BE-TAIL


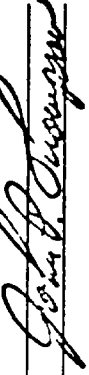
VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	INV #	P DATE	FA 99	PU	PU	AMOUNT
TEXPOOL	2001 010-151-000	INVESTMENTS	TRANSFER TO	GENERAL	05 17 01	11	N	B	30 000 00
	2001 090-151-100	INVEST ENT - G A U	TRANSFER TO	CA CONTRAS	05 17 01	11	N	B	10 000 00
	2001 032-151-000	INVESTMENTS	TRANSFER TO	CHV SVC	05 17 01	11	N	B	00 000 00
	2001 028-151-000	INVESTMENTS	TRANSFER TO	HISTORICAL C	05 17 01	11	N	B	00 000 00
	2001 010-151-000	INVESTMENTS	TRANSFER TO	GENERAL	05 14 01	11	N	B	00 000 00
	2001 010-151-000	INVESTMENTS	TRANSFER TO	GENERAL	05 03 01	11	N	B	485 400 00
									579 240 00

TOTAL CHECKS TO BE WRITTEN 579 240 00

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
032 ENVIRONMENTAL SERVICES	1 473 70
TOTAL OF ALL FUNDS	1 473 70

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	59 058 60
011 HOTEL OCCUPANCY TAX FUND	2 000 00
015 ROAD & BRIDGE ADM	20 527 00
017 LATERAL ROAD FUND	10 584 00
049 DISTRICT ATTY HO ^r CHECK FUND	100 82
TOTAL OF ALL FUNDS	92 550 42

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

W M LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



Wm Lam
John P Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6 401 13
015 ROAD & BRIDGE ADM	1 017 12
032 ENVIRONMENTAL SERVICES	161 70
061 DEBT SERVICE FUND	33 463 25
088 JUDICIALARY FUND	86 28
TOTAL OF ALL FUNDS	41 129 48

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

W H JAY
 COUNTY AUDITOR
 JOHN P THOMPSON
 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5 178 47
015 ROAD & BRIDGE ADM	1 073 78
027 SECURITY FUND	30 00
032 ENVIRONMENTAL SERVICES	215 55
051 AGING DEPT	25 00
101 ADULT SUPERVISION	1 424 45
108 CCP SURVEILLANCE	288 01
109 SPECIALIZED CASELOAD CCP	83 34
184 JUVENILE PROBATION	161 34
185 CCAP JUVENILE PROBATION	519 36
TOTAL OF ALL FUNDS	8 999 30

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

W M LAW
 COUNTY AUDITOR
 JOHN P THOMPSON
 COUNTY JUDGE

W M Law

John P Thompson

VCH011 PAGE 1

DATE 05/25/2001 ELECTRONIC FEDERAL TAX PAYMENTS

REF #	VEN #	VENDOR NAME	AMOUNT
ACH179		FIRST STATE BANK	\$63 114 75
ACH180		POLK CO PAYROLL ACCT	\$186 587 23
TOTAL AMOUNT			\$249 701 98

John P. Thompson

CHECK # 158353

BANK ACCT MAIN 06 29 2001 \$195 00
 *** VOID *** VOID *** DID *** /O'D *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** 010 *** VOIC *** VOIC *** VOID *** VOID *** VOID ***
 *****195 00

NATIONAL SHERIFF S ASSOC
 1450 DUKE STREET
 ALEXANDRIA VA 22314-3490

CHECK # 158353

010-560-427 GENERAL FUND 811Y 195 00
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VC C *** VOID *** VOID ***





SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	415 00
TOTAL OF ALL FUNDS	415 00

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

W H LAW
 COUNTY AUDITOR
 JOHN P THOMPSON
 COUNTY JUDGE


CHECK # 159046

*** VOID *** BANK ACCT MAIN *** VOID *** OF 31 2001 \$12 00
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *****12 00

Robert Opton
 Rt 6 Box 136-A
 LIVINGSTON TX 77351

CHECK # 159046

010-426-485 GENERAL FUND 4-2/4- 12 00
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	11 213 00
028 POLY COUNTY HISTORICAL COMM	455 68
051 AGING DEPT	225 00
TOTAL OF ALL FUNDS	11 893 68

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

W H LAW *William H. Law*
COUNTY AUDITOR
JOHN P THOMPSON *John P. Thompson*
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	13 062 29
015	ROAD & BRIDGE ADM	168 20
022	ENVIRONMENTAL SERVICES	6 007 86
051	AGING DEPT	1 690 52
061	DEBT SERVICE FUND	32 469 52
088	JUDICIARY FUND	301 98
TOTAL OF ALL FUNDS		53 709 37

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND

W M LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

William M. Law

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	00
051 AGING DEPT	357 00
TOTAL OF ALL FUNDS	00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT
William A. 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	108 305 97
015 ROAD & BRIDGE ADM	26 805 38
027 SECURITY FUND	646 40
032 ENVIRONMENTAL SERVICES	6 943 29
051 AGING DEPT	3 139 81
081 MUSEUM OPERATING FUND	94 80
101 ADULT SUPERVISION	16 061 23
108 CCP SURVEILLANCE	1 924 60
109 SPECIALIZED CASELOAD CCP	717 58
184 JUVENILE PROBATION	1 743 67
185 CCAP JUVENILE PROBATION	5 608 38
TOTAL OF ALL FUNDS	171 991 11

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

W H LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

[Handwritten Signature]

[Handwritten Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	187 077 18
015 ROAD & BRIDGE ADM	25 593 20
022 ENVIRONMENTAL SERVICES	12 015 67
40 LAW LIBRARY FUND	809 20
49 DISTRICT ATTORNEY CHECK FUND	62 50
651 AG'S DEPT	16 472 37
681 DEB SER CE FUND	6 355 35
670 ENV SER CE 94 CO ISSUE	15 198 86
030 DRUG FORFEITURE FUND	302 25
TOTAL OF ALL FUNDS	263 886 58

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

W H LAW

[Handwritten Signature]

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

[Handwritten Signatures]

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2 85 98
015 ROAD & BRIDGE ADM	1 123 78
027 COUNTY FUND	10 00
032 ENVIRONMENTAL SERVICES	215 55
051 AG MGMT DEPT	25 00
101 ADULT SUPERVISION	1 424 45
108 CTP SUPERVISOR	288 01
109 SPECIALIZED CASELOAD CCF	83 34
184 JUVENILE PROBATION CM	161 34
185 CCAP JUVENILE PROBATION	519 36
TOTAL OF ALL FUNDS	6 722 81

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

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

DATE 06/07/2001 E-ELECTRON C FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH101		FIRST STATE BANK	\$62 714 67
A*102		FOLK CO PAYROLL ACCT	\$185 475 88
TOTAL AMOUNT			\$248 190 55

John P. Thompson

ATIONAL

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	36 180 36
015 ROAD & BRIDGE ADM	426 25
032 ENVIRONMENTAL SERVICES	341 11
049 DISTRICT ATTY HO- CHECK FUND	67 38
051 AGING DEPT	153 81
061 DEBT SERVICE FUND	22 584 84
088 JUDICIARY FUND	434 00
TOTAL OF ALL FUNDS	60 187 75

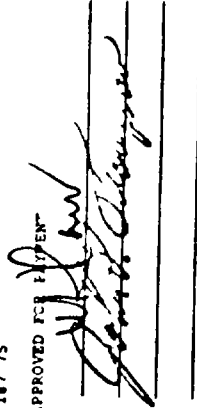
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

W H LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



Addendum Schedule of Bills for Court Dated 06/12/2001

FY 2001		
Baskins	\$ 100 00	Jail
Western Environmental	331 51	Jail
Jim Watts	23 58	Jail
Darrell Gibson	30 76	Jail
Sam Houston Electric Co , Inc	10 000 00	Emg Mgmt/NOAA
Bobby Smith	823 89	RB # 2
Excel Reporting	1 493 20	Judicial
Jill Driscoll	909 00	Judicial
Kenneth Cramer	403 00	Judicial
Rus of Conroe	369 94	RB # 3
Armor Research	1,622 40	RB # 3
Hincs	15 98	RB # 3
Etox	111 60	RB # 3
Postmaster	34 00	RB # 3
S & S Tire	68 96	RB # 3
Quality Wholesale Tires	1 271 00	RB # 3
Thomas Supply	998 61	RB # 3
Hughes Oil Co	2 222 05	RB # 3
Etex Agri Supercenter	69 04	RB # 3
Bulldog Equip	2,344 50	RB # 3
White Generator & Sarter	134 95	RB # 3
Lawson Products	441 73	RB # 3
Hydradyne Hydraulics	383 18	RB # 3
WRS Machine Works	15 00	RB # 3
Texas Timberjack	61 71	RB # 3
Teletouch	61 25	RB # 3
Commercial Billing Svc	291 90	RB # 3
Durham Outdoor Equip	820 75	RB # 3
Reinhardt Auto Parts	468 28	RB # 3
Sheriff s Assoc Of Texas	400 00	Sheriff Dept
R R Dick Hubert	244 50	RB # 4
Gale Bishop	24 15	Aging-Livingston

Total

 \$ 26,590 42



DATE MAY 23 2001 THROUGH JUNE 12 2001

APR 11/16 #1002A

NO	EMPLOYEE	DEPT	JOB	TYPE OF	GROUP	ACTION
					STEP & WAGE	TAKEN
(1)	ROBERT W	ROAD & BRIDGE	#109	REGULAR	13/1	MERIT INCREASE TO (13-7) (\$20 117.43) EFFECTIVE 05/06/2001
	BLAGLEY	PRECINCT # 2	LIGHT EQUIPMENT OPERATOR	FULL TIME	\$ 19 635.00	
(2)	TASHA	COUNTY	#101	TEMPORARY	8(1)	MERIT INCREASE TO (8-3) (\$7.75 HR) EFFECTIVE 05/06/2001
	CHANDLER	CLERK	RECEPTIONIST	PART TIME	\$7.38 HR	
(3)	PEYTON WESLEY	SHERIFF	#1043	REGULAR	11/2	RESIGNATION
	REED	DEPARTMENT	TELECOM OPERATOR	FULL TIME	\$18,235.95	EFFECTIVE 05/28/2001
(4)	TRACY L	JAIL	#1054	REGULAR	12/2	RESIGNATION
	WILSON	DEPARTMENT	CORRECTIONS OFFICER	PART TIME	\$19 152.57	EFFECTIVE 05/28/2001
(5)	GEORGE	AGING SERVICES	#1266	LABOR POOL	UNCLASSIFIED	NEW HIRE
	SMOKS	LIVINGSTON	COOK	(-900 HRS)	\$6.78 HR	EFFECTIVE 06/01/2001
(6)	RANDI	PERSONNEL	#102	LABOR POOL	8(1)	RECLASSIFIED TO REG FT #103 SECRETARY R. (12/1) (\$19 694.26)
	WATSON		SECRETARY	(-900 HRS)	\$7.75 HR	EFFECTIVE 06/01/2001
(7)	ANGIE	AGING SERVICES	#1266	LABOR POOL	UNCLASSIFIED	NEW HIRE
	DOWDEN	LIVINGSTON	COOK	(-900 HRS)	\$6.78 HR	EFFECTIVE 06/12/2001
(8)	BRUCE	WASTE	#904	LABOR POOL	UNCLASSIFIED	RECLASSIFIED TO REG PT #904 COLL STA ATT (UNCLAS) (\$5 15 HR)
	ANDERSON	MANAGEMENT	COLL STATION ATTENDANT	(-900 HRS)	\$5 15 HR	EFFECTIVE 06/06/2001
(9)						
(10)	KATHY	ROAD & BRIDGE	#905	TEMPORARY	12(1)	NEW HIRE
	PARKER	PRECINCT # 1	TRUCK DRIVER	PART TIME	\$8 99 HR	EFFECTIVE 06/07/01
(11)	KEVIN W	ROAD & BRIDGE	#109	TEMPORARY	13(1)	NEW HIRE
	REYNOLDS	PRECINCT # 2	LIGHT EQUIP OPERATOR	PART TIME	\$9 44 HR	EFFECTIVE 06/04/01
(12)	JULIE ANN	SHERIFF	#1043	LABOR POOL	11(1)	RECLASSIFIED TO REG FT #1043 TELECOM OPER (11 1) (\$17 801.76)
	DALEON	DEPARTMENT	TELECOM OPERATOR	(-900 HRS)	\$8 58 HR	EFFECTIVE 06/06/2001
(13)	ALYSIA L	SHERIFF	#1043	REGULAR	11/1	NEW HIRE
	HENSON	DEPARTMENT	TELECOM OPERATOR	FULL TIME	\$17 801.76	EFFECTIVE 06/06/2001
(14)	DENNIS	WASTE	#904	REGULAR	UNCLASSIFIED	RESIGNATION
	WREN	MANAGEMENT	COLLECTION STATION ATT	PART TIME	\$5.75 HR	EFFECTIVE 05-22-2001
(15)	JOSEPH D	SHERIFF	#1043	REGULAR	11/2	RESIGNATION

SWEETEN	DEPARTMENT	TELECOM OPERATOR	FULL TIME	\$18,235.95	EFFECTIVE 06/01/2001
(16) JESSICA L	SHERIFF	#1043	REGULAR	11/2	RESIGNATION
BUTLER	DEPARTMENT	TELECOM OPERATOR	FULL TIME	\$18,235.95	EFFECTIVE 06/01/2001
(17) PATRICIA L	SHERIFF	#1043	LABOR POOL	11(1)	RE-HIRE
VALENTINE	DEPARTMENT	TELECOM OPERATOR	(900 HRS)	\$9,56 HR	EFFECTIVE 06/07/2001
(18) PEDRO	ROAD & BRIDGE	#108	REGULAR	13/1	NEW HIRE
LOPEZ	PRECINCT # 2	LIGHT EQUIPMENT OPERATOR	FULL TIME	\$19,635.00	EFFECTIVE 06/14/2001
(19) ZACHARY	JAIL	#1065	REGULAR	12/1	RESIGNATION
WILLFORD		CORRECTIONS OFFICER	FULL TIME	\$18,694.26	EFFECTIVE 06/01/2001
(20) DEBORAH A	PERSONNEL	#102	LABOR POOL	9(1)	NEW HIRE
CORLEY		SECRETARY	(900 HRS)	\$7.75 HR.	EFFECTIVE 08/12/2001
(21) BILLY E	ROAD & BRIDGE	#906	REGULAR	12/1	RECLASSIFICATION WITH MERIT TO 109 (13/3) (\$20,628.99)
CARTER	PRECINCT # 1	TRUCK DRIVER	FULL TIME	\$18,694.26	EFFECTIVE 06/06/2001

ADDITIONAL

(22)					
(23)					
(24)					
(25)					
(26)					
(27)					
(28)					
(29)					
(30)					
(31)					
(32)					

POLK COUNTY
MSAG CHANGES

ROAD NAME	PRECINCT	LOW	HIGH	DATE AD	ADDED ROAD MILEAGE	COMMENTS
CEDAR PINE	2	01	154	4/24/01	0.000	CHANGED FROM PEACH TREE
NINE BRIDGES CUT-OFF	3	101	256	5/10/01	0.1562	CHANGED FROM KYLE RD
COFFMAN LN	4	101	154	3/19/01	0.0551	ADDED
CREEKSIDE LN	4	101	200	4/16/01	0.1011	ADDED
WISHING TRAIL	4	101	262	4/30/01	0.1622	ADDED
ADY HENDRICKS RD	4	101	276	1/11/01	0.1771	CHANGED FROM DUFFVILLE
LORRETTA LN	4	101	280	2/7/01	0.1918	CHANGED FROM LORRETTA
MEMORY LN	4	101	254	4/30/01	0.1546	CHANGED FROM MIDWAY CHURCH ROAD
BEN LN	4	101	336	1/30/01	0.2363	CHANGED FROM NASSUA
ODEM	4		DELETED			DELETED FROM MSAG
GRAN GRAN PAPA	1	101	350	1/23/01	0.2519	ADDED
LYNN DR	1	101	420	4/23/01	0.3220	ADDED
BROWN RD	2	101	214	3/5/01	0.1158	ADDED
LAFOUR	2	101	132	4/4/01	0.0322	ADDED
LILO LN	2	101	244	3/28/01	0.1453	ADDED
PELLE CIRCLE	2	101	148	3/22/01	0.0462	ADDED
THE ROCK	2	101	128	1/23/01	0.0299	ADDED
CREEKLAKE DR	2	899	1360	4/5/01	0.4608	CHANGED FROM UPPER END OF RAINWATER
AA LOOP	4	101	562	4/18/01	0.4633	ADDED
AG SHOP RD	4	101	190	3/22/01	0.0910	ADDED
COWAN LN	4	101	310	3/15/01	0.2103	ADDED
FIRETOWER RD	4	101	548	3/13/01	0.4481	ADDED
FOX HUNTER RD	4	101	1304	4/17/01	1.2041	ADDED
FRANK POLITE RD	4	101	300	5/21/01	0.2012	ADDED
IP NORTH	4	101	542	3/20/01	0.4424	ADDED
IP WEST	4	101	456	3/20/01	0.3572	ADDED
JOHNSON DR	4	101	232	1/9/01	0.1328	ADDED
KOWEE LANE	4	101	810	5/10/01	0.7111	ADDED
PUNKIE LANE	4	101	190	5/10/01	0.0914	ADDED
RUFF RD	4	101	252	5/9/01	0.1523	ADDED
PAALKI HINI	4	101	642	5/10/01	0.5425	CHANGED FROM GARDENDALE
TOMBIGBEE	4	101	278	1/8/01	0.1794	CHANGED FROM WEST TOMBIGBEE

1/19/01
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