



POLK COUNTY COMMISSIONERS COURT

APRIL 8, 2003
10 00 A M

Polk County Courthouse 3rd floor
Livingston, Texas

2003-031

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
- OLD BUSINESS (TABLED FROM LAST AGENDA)**
- 4 RECEIVE UPDATE AND DISCUSS STATUS OF COUNTY COMPUTER NETWORKING SYSTEM AND DEPARTMENTAL ACCESS TO AS400 MAINFRAME
- NEW BUSINESS**
- 5 APPROVAL OF MINUTES OF THE (REGULAR) MEETING OF MARCH 11 2003
- 6 CONSIDERATION AND ACTION ON A CONTRACT WITH COASTAL SECURITIES TO SERVE AS FINANCIAL ADVISOR TO POLK COUNTY
- 7 CONSIDERATION AND ACTION ON A CONTRACT WITH BICKERSTAFF HEATH SMILEY POLLAN KEVER & McDANIEL L L P TO SERVE AS BOND COUNSEL TO POLK COUNTY
- 8 REVIEW FINANCING OPTIONS AND ISSUES WITH FINANCIAL ADVISOR AND BOND COUNSEL
- 9 CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED ON FINANCING
- 10 CONSIDERATION AND ACTION ON A RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED BY POLK COUNTY TEXAS RELATING TO THE FINANCING OF CERTAIN PROJECTS
- 11 CONSIDER APPROVAL OF INDIGENT HEALTHCARE AGREEMENT WITH SOURCECHECK SERVICES INC
- 12 CONSIDER APPROVAL TO ISSUE TIME WARRANT FOR THE PURCHASE OF EXTENSION TRUCK (BID # 2003 03) IN THE AMOUNT OF \$32 365 75 WITH AN INTEREST RATE NOT TO EXCEED 5% AND A MATURITY OF THREE (3) YEARS
- 13 CONSIDER APPROVAL OF COUNTY TREASURER S REPORT FOR 1ST QTR FY03 (OCT/NOV/DEC)
- 14 CONSIDER APPROVAL OF APPLICATION FOR FEDERAL GRANT PROGRAM TO FUND COMMUNICATIONS IMPROVEMENTS
- 15 CONSIDER APPROVAL OF BOND FOR ED NEWTON RESERVE DEPUTY CONSTABLE PCT 1
- 16 CONSIDER APPROVAL OF BUDGET REVISIONS
- CONSIDER APPROVAL OF BUDGET AMENDMENTS as follows
 - Record Deputy expense and TRA reimbursement revenue related to TRA patrol in the amount of \$26 632 14
 - Correct Amendment # s 2003 07 & 10 relating to TRA Adm. Fees in the amount of \$7 195 27
 - Record Time Warrant proceeds and related capital expenditures (misc depts) for Electronics/Computer in the amount of \$46 403 67
 - Record Time Warrant proceeds and related RB4 Capital Outlay in the amount of \$17 575 00
- 18 CONSIDER APPROVAL OF SCHEDULE OF BILLS
- 19 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Posted April 2, 2003

By John P. Thompson, County Judge

FILED FOR RECORD
2003 APR - 2 AM 9:31
Barbara Middleton
Polk County Clerk

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 April 2, 2003 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



APRIL 8, 2003
10 00 a m

COMMISSIONERS COURT

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

ADDENDUM to Posting # 2003-031

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 8, 2003 at 10 00 A M

AMEND TO READ,

5 **APPROVAL OF MINUTES OF THE (REGULAR) MEETING OF MARCH 25, 2003**

AMEND TO ADD,

20 **CONSIDER ACCEPTANCE OF SPECIAL WARRANTY DEED - DETERMINABLE FEE CONVEYED BY THE POLK COUNTY PEACE OFFICERS ASSOCIATION TO POLK COUNTY**

21 **CONSIDER APPROVAL OF LEASE AGREEMENT WITH THE POLK COUNTY PEACE OFFICERS ASSOCIATION FOR PROPERTY UTILIZED AS TRAINING FACILITY**

22 **CONSIDER OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION'S REQUEST TO REVISE RESOLUTION, ORIGINALLY APPROVED FEBRUARY 11, 2003, SUPPORTING THE APPLICATION FOR THE JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT**

Dated Friday, April 4, 2003

Commissioners Court of Polk County, Texas

By COPY
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 April 4 2003 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

STATE OF TEXAS }
 COUNTY OF POLK }

DATE APRIL 8, 2003
 "REGULAR" MEETING
 County Clerk Absent

**"COMMISSIONERS COURT"
 POSTING # 2003 - 031**

BE IT REMEMBERED ON THIS THE 8th DAY OF APRIL, 2003
 THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
 MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,
 TO WIT

HONORABLE JUDGE JOHN P THOMPSON, COUNTY JUDGE PRESIDING
 BOB WILLIS COMMISSIONER PCT#1 BOBBY SMITH COUNTY COMMISSIONER
 PCT #2 JAMES J Buddy PURVIS COUNTY COMMISSIONER PCT #3,
 C T Tommy OVERSTREET COUNTY COMMISSIONER PCT #4,
 SHARON JORDAN CHIEF DEPUTY COUNTY CLERK & B L DOCKENS COUNTY
 AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE
 DULY MADE CONSIDERED & PASSED

- 1 WELCOME & CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM
 OPENING PRAYER WAS GIVEN BY ELDRIDGE STREIDEL
- 2 PUBLIC COMMENTS
 A DANNY FREEMAN STATED THAT HE SUPPORTED A ROAD FUND
 ANTICIPATION BOND
 B KENNETH HAMBRICK MARTIN GUERRERO, WALTER AUTREY, CHIP
 GREEN ERVIN NAWOSKI AND OTHERS COMMENTED ON THE NEED FOR
 ROAD IMPROVEMENTS COUNTYWIDE
- 3 INFORMATIONAL REPORTS
 A JUDGE JOHN THOMPSON GAVE A LIST OF SEVERAL EMPLOYEES AND
 FAMILY MEMBERS THAT ARE CURRENTLY IN THE HOSPITAL OR
 RECOVERING FROM RECENT ILLNESSES
- 4 MOTIONED BY BOBBY SMITH SECONDED BY BOB WILLIS, TO ACCEPT
 STEVE HULLIHEN S PROJECTION OF \$6,000 00, TO CONNECT THE
 OUTLYING OFFICES TO THE AS400 VIA THE INTERNET ALL VOTING YES
- 5 MOTIONED BY JAMES J 'BUDDY' PURVIS, SECONDED BY TOMMY
 OVERSTREET, TO APPROVE THE MINUTES OF MARCH 25, 2003 WITH THE
 CORRECTION ALL VOTING YES
- 6 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO CONTRACT
 WITH COASTAL SECURITIES TO SERVES AS FINANCIAL ADVISORS TO POLK
 COUNTY ALL VOTING YES (SEE ATTACHED)

- 7 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO CONTRACT WITH BICKERSTAFF, HEATH, SMILEY, POLLAN, KEVER & MCDANIEL, L.L.P. TO SERVE AS BOND COUNSEL TO POLK COUNTY
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO ISSUE TAX NOTES FOR \$3,080,000.00 ALL VOTING YES
- 9 MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE ORDER AUTHORIZING FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED ON FINANCING ALL VOTING YES
(SEE ATTACHED)
- 10 MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J "BUDDY" PURVIS, TO APPROVE THE RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES INCURRED BY POLK COUNTY RELATING TO THE FINANCING OF CERTAIN PROJECTS ALL VOTING YES
(SEE ATTACHED)
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE AGREEMENT BETWEEN INDIGENT HEALTHCARE AND SOURCECHECK SERVICES, INC ALL VOTING YES
(SEE ATTACHED)
- 12 MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE ISSUANCE OF A TIME WARRANT FOR THE PURCHASE OF TRUCK FOR THE EXTENSION OFFICE (BID #2003 03) IN THE AMOUNT OF \$32,365.75 WITH AN INTEREST RATE NOT TO EXCEED 5%, AND A MATURITY OF THREE (3) YEARS ALL VOTING YES
- 13 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE THE COUNTY TREASURER'S REPORT FOR 1ST QTR FY03 (OCT/NOV/DEC) ALL VOTING YES (SEE ATTACHED)
- 14 MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE APPLICATION FOR FEDERAL GRANT PROGRAM TO FUND COMMUNICATIONS IMPROVEMENTS ALL VOTING YES
- 15 MOTIONED BY BOB WILLIS, SECONDED BY JAMES J "BUDDY" PURVIS, TO APPROVE THE BOND FOR ED NEWTON, RESERVE DEPUTY CONSTABLE, PCT #1 ALL VOTING YES (SEE ATTACHED)
- 16 MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE BUDGET REVISIONS #2003 11(a) ALL VOTING YES
(SEE ATTACHED)
- 17 MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE BUDGET AMENDMENTS #2003 11 ALL VOTING YES
(SEE ATTACHMENT #16)

18 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH,
 APPROVAL AND PAYMENT OF BILLS BY SCHEDULE PLUS ADDENDUMS
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
03/20/03	34 00	177271
03/20/03	390 00	177272 177299
03/20/03	1,104 00	177300 177373
03/20/03	954 00	177374 177467
03/25/03	119,220 23	177468 177470
03/25/03	10,313 99	177471 177488
03/25/03	11,297 88	177489 177534
03/26/03	570 00	177535 177571
03/26/03	720 00	177572 177640
03/26/03	450 00	177641 177682
03/26/03	546 00	177683 177746
03/26/03	716 00	177747 177808
03/26/03	456 00	177809 177842
03/26/03	678 00	177843 177901
03/26/03	276 00	177902 177933
03/26/03	780 00	177934 178001
03/26/03	582 00	178002 178067
03/27/03	66 224 11	ACH327
03/27/03	207,281 09	ACH328
03/27/03	6,810 45	178068 178085
03/27/03	5,986 45	178086 178090
03/28/03	350 00	178091
04/01/03	75,704 27	178092
04/01/03	78,642 72	178093 178101
04/02/03	104,873 39	178102 178258
04/04/03	58,513 86	178259 178298

DATE	AMOUNT	CHECK NUMBERS
04/08/03	27,010 39	Addendum to appear on future schedule
TOTAL	\$780,484 83	

- 19 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE PERSONNEL ACTION FORMS ALL VOTING YES
(SEE ATTACHED)
- 20 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "BUDDY" PURVIS, TO ACCEPT SPECIAL WARRANTY DEED DETERMINABLE FEE CONVEYED BY THE POLK COUNTY PEACE OFFICERS ASSOCIATION TO POLK COUNTY ALL VOTING YES
(SEE ATTACHED)
- 21 ****DELETED****MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY BOB WILLIS ALL VOTING YES
- 22 MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO GRANT REQUEST TO REVISE RESOLUTION, ORIGINALLY APPROVED FEBRUARY 11, 2003, SUPPORTING THE APPLICATION FOR JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT ALL VOTING YES
(SEE ATTACHED)
- 23 MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 8TH DAY OF APRIL 2003 AT 10 45 A M ALL VOTING YES


JOHN P THOMPSON, COUNTY JUDGE

ATTEST


SHARON JORDAN
CHIEF DEPUTY COUNTY CLERK

C:\barbaram\COMMCRT ALL\COMM COURT\COMMCRT 2003\APR08 2003.wpd

Item #6

CONTRACT FOR FINANCIAL ADVISORY SERVICES

Polk County, Texas

This Contract for Financial Advisory Services (the "Contract") is made as of April 8, 2003 by and between Polk County, Texas (the "County") and Coastal Securities ("Coastal")

Recitals

- 1 The County is contemplating the sale of debt obligations from time to time in amounts to be determined for various purposes
- 2 This agreement shall apply to any and all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the County ("Obligations") from time to time during the time in which this agreement shall be effective
- 3 The County will retain a recognized firm of municipal bond attorneys ("Bond Counsel") who will prepare the proceedings and advise the steps necessary to be taken in the legal issuance and final delivery of Obligations and who will issue an opinion approving the legality of such Obligations

Now, therefore, in consideration of the promises and other good and valuable consideration and of the mutual benefits, covenants and respective agreements hereinafter set forth and expressed, the County and Coastal agree as follows

I

Coastal will serve as financial advisor to the County in connection with the sale of Obligations by the County and in such capacity Coastal will perform those services normally performed by financial advisors, and such other services as, in our judgment, may be necessary or advisable including, as follows, to

- 1 Provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this agreement shall be effective
- 2 Review the financial resources of the County in order to devise a plan of financing, a maturity schedule for each issue of Obligations, options of prior payment and other such matters of a financial nature, all in order to issue Obligations under terms and conditions most advantageous to the County consistent with a minimum effective interest rate

CONTRACT FOR FINANCIAL ADVISORY SERVICES
Polk County, Texas
Page 2

Attend meetings, as requested by the County, in connection with the sale of the Obligations,

- 4 Advise the County of current bond market conditions, forthcoming bond issues and other general information and economic data which might be normally expected to influence bids and interest rates and to recommend the best method of sale, the date and conditions for sale,
- 5 Coordinate the preparation of the offering documents approved for use in the sale of the Obligations (the "Offering Documents") containing information and data ordinarily found in such documents and to arrange for the publication and distribution of the Offering Documents. The Offering Documents shall be approved by the County upon or prior to the sale of the Obligations,
- 6 Recommend the advisability of obtaining a credit rating or ratings and coordinate the preparation of such information required for submission to the rating agency, or agencies. Where the advisability of personal presentation of information to the rating agencies is appropriate, arrange for such personal presentations and be represented at such presentations
- 7 Represent the County at the sale of the Obligations by negotiating with the underwriter(s) to ensure the Obligations are sold on favorable conditions or, if the Obligations are sold at competitive sale, tabulate the bids and make a recommendation as to the best bid,
- 8 Coordinate with Bond Counsel to make appropriate arrangements for the delivery of the Obligations to the purchaser;
- 9 Perform such other duties as are customary in the performance of financial advisory services as necessary, in the judgment of Coastal, or as requested by the County

II

The County, in consideration of the services to be performed by Coastal, agrees to pay for each issue of Obligations a fee of \$12,500 plus ½% of the par amount issued. Such fee shall become due and payable as soon as practicable after delivery of the Obligations.

The County also agrees to pay the costs set out in Exhibit A. Coastal agrees to provide the County, prior to the sale of securities, with an estimate of those reimbursable expenses expected to be incurred.

III

With the consent of the County, it is further understood and agreed that Coastal reserves the right, alone or in conjunction with others, to submit a bid for any Obligations issued under this Agreement which the County advertises for competitive bids. In compliance with Rule G-23 of the Municipal Securities Rulemaking Board, Coastal will request consent to bid in writing, in any instance wherein we elect to bid, prior to submitting a bid for each installment of Debt Obligations.

IV

This Agreement shall become effective at the date of acceptance by the County set out herein and below and may be terminated with or without cause by the County upon thirty (30) days written notice. In the event of such termination, it is understood and agreed that only the amount due to Coastal for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

V

In witness whereof, the parties hereto have caused the Contract to be signed in duplicate originals as of the date and year specified herein.

COASTAL SECURITIES

By


James F. Gilley
Partner

Polk County, Texas

By


Title

EXHIBIT A

EXPENSE ITEMS

Expenses incurred shall be paid as follows

EXPENSES	PAID BY
Preparation, printing and distribution of Offering Documents and accompanying documents	Issuer
Reports of independent consultants	Issuer
Rating Fees	Issuer
Credit Enhancement Fees	Issuer
Travel to rating meetings and information meetings	Issuer
Travel to state or federal agency meetings	Issuer
Verification of refunding calculations	Issuer
Printing of Debt Instruments, if applicable	Issuer
Delivery of Debt Instruments	Issuer

Item #7

March 31, 2003

Honorable John Thompson, County Judge
Honorable Bob Willis, Commissioner, Precinct 1
Honorable Bobby Smith, Commissioner, Precinct 2
Honorable James J "Buddy" Purvis, Commissioner, Precinct 3
Honorable Tommy Overstreet, Commissioner, Precinct 4
Polk County Courthouse
101 West Church Street
Livingston, TX 77351

RE Bond Counsel Engagement Letter

Dear Judge Thompson and Commissioners

This letter is submitted to state our fees and describe the legal services of the undersigned law firm in performing the duties of bond counsel for the County with reference to the issuance of the County's proposed tax notes, general obligation bonds, certificates of obligation or other financing (the "Bonds") for that the County may issue for projects, including road improvements, road materials, and the renovation, construction, improvement and equipping of County buildings, such projects may be in one or more financings

Generally, we will perform all usual and necessary legal services as bond counsel in connection with the authorization, issuance, and delivery of the Bonds. Specifically, we will prepare and direct the legal proceedings and perform the other necessary legal services with reference to the authorization, issuance, and delivery of the Bonds, including the following

- 1 Prepare all resolutions, orders, notices and other instruments pursuant to which the Bonds will be authorized, issued, delivered and secured, including election proceedings, if necessary, in cooperation and upon consultation with the Commissioners Court their consultants, and other legal and financial advisors and consultants of the County
- 2 Assist the County in the selection of other consultants, including preparing requests for proposals

Polk County Commissioners Court

March 31, 2003

Page 2

- 3 If an election is required, prepare documents for calling bond election and obtain preclearance of the election from the United States Department of Justice
- 4 Attend meetings of the Commissioners Court with reference to the authorization and issuance of the Bonds to the extent required or requested
- 5 Cooperate with the Commissioners Court and all other interested parties in the sale of the Bonds to the purchasers
- 6 Submit bond transcript to the Attorney General for approval
- 7 Supervise the execution of the Bonds and the delivery thereof to the purchasers
- 8 Prepare documents for closings, provide instructions and advice for closings, and attend closings
- 9 When so delivered, give our approving opinion covering the validity of the Bonds and the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels

The fee covering the legal services of this firm, as bond counsel, for the issuance of the Bonds, is as follows

\$7,500 for the first million dollars of Bonds,
\$1 00 per \$1,000 of Bonds thereafter

Also, we would expect to be reimbursed for our actual out-of-pocket expenses reasonably and necessarily incurred in connection with the authorization, issuance, and delivery of such Bonds, i e , travel, photocopies, courier, Form 8038-G filing and the Attorney General's filing fee A list of our current costs for out-of-pocket expenses is enclosed

The foregoing legal services as bond counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities

Polk County Commissioners Court
March 31, 2003
Page 3

laws and the various state securities laws, and this is to state that our engagement is not that broad. We will however, provide assistance to the County in identifying what the County's responsibility is in meeting its continuing disclosure responsibilities.

Your financial advisor will be responsible for the preparation of an Official Statement or any other disclosure document with respect to the Bonds. While we are not responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, our responsibility will include the preparation or review of any description therein of (i) federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon (ii) the terms of the Bonds, and (iii) our opinion.

Our fees and expenses will be payable at the time of the delivery of and payment for the Bonds, but our fees are wholly contingent upon actual delivery of such Bonds.

If the arrangement proposed herein is satisfactory, please indicate acceptance hereof by signing the acceptance clause below and return one copy of this letter to the undersigned.

The fees discussed herein do not apply in litigation work in reference to the Bonds. All fees in respect to litigation shall be agreed upon between the County and the undersigned.

It is understood that all legal work in reference to the Bonds involved in this transaction will be performed by the undersigned.

Respectfully submitted,

BICKERSTAFF, HEATH, SMILEY, POLLAN,
KEVER & McDANIEL, L L P

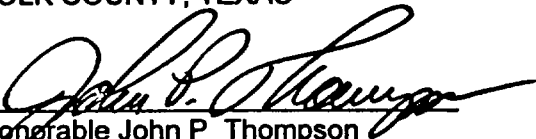


Thomas M. Pollan

Polk County Commissioners Court
March 31, 2003
Page 4

ACCEPTED this the 8th day of
April, 2003

POLK COUNTY, TEXAS


Honorable John P. Thompson
County Judge

Client Costs Advanced
Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L L P

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper intensive. Standard services such as secretarial and word processing time, file setup, and file storage are not charged, however, other expenses such as long distance fees, copies, delivery fees, and fax charges are billed to the client needing those services. An explanation of the billing structure is as follows:

Delivery Services

Outside delivery services are used for pick-up and delivery of documents to the client as well as to courts, agencies and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Telephone

Our long distance charges are based on the exact number of minutes per call as provided by our carriers. The rate applied to the call is \$ 20 per minute. Cell phone charges will be charged at invoice rate if the call is long distance, otherwise, local cell phone charges will not be charged to the client.

Postage

Our postal equipment calculates exact US postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed.

Copies

Our standard rate for copies made by firm personnel is \$ 15 per copy. This charge covers paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Fax

Fax copies will be charged at the rate of \$ 25 per page.

Travel

Attorney and paralegal time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include court reporter fees, filing fees, newspaper charges for publication notices, Attorney General examination fees, expert witness fees, consultants, and other similar expenses. Such expenses will not be incurred without approval from the client.

Item #9

ORDER NO _____

VOL 49 PAGE 279

ORDER AUTHORIZING FINANCIAL ADVISOR AND BOND COUNSEL TO PROCEED

THE STATE OF TEXAS §
COUNTY OF POLK §

WHEREAS, the Commissioners Court of Polk County, Texas is in the process of issuing its Certificates of Obligation or other obligations to finance the construction and improvement of county roads and buildings, and

WHEREAS, the Commissioners Court needs to authorize Coastal Securities, as the County's Financial Advisor, and Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel, L L P , as the County's Bond Counsel to begin preparation for such financing including the preparation of documents, and

WHEREAS, it is officially found and determined that the meeting at which this Order has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended,

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

Section 1 Coastal Securities as the County's Financial Advisor, and Bickerstaff, Heath, Smiley, Pollan, Kever & McDaniel L L P , as the County's Bond Counsel are authorized to proceed to develop the plan of financing and the preparation of documents for the issuance of the County's Certificates of Obligation or other obligations

PASSED AND APPROVED THIS 8th DAY OF April, 2003

John P. Thompson
County Judge

ATTEST
Erin Jordan
County Clerk (Deputy)

[COMMISSIONERS COURT SEAL]

Item #10

**RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES
TO BE INCURRED BY POLK COUNTY, TEXAS RELATING TO THE
FINANCING OF CERTAIN PROJECTS**

WHEREAS, Polk County, Texas (the "Issuer") is a Texas County and a political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to various Texas statutes, including the Certificate of Obligation Act, TEX LOC GOV CODE, Section 271 046 et seq, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"),

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, repair, renovation and equipping of the projects listed on Exhibit "A" attached hereto,

WHEREAS, the Issuer has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the projects listed on Exhibit "A" attached hereto,

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the projects listed on Exhibit "A" attached hereto

NOW, THEREFORE, BE IT RESOLVED THAT

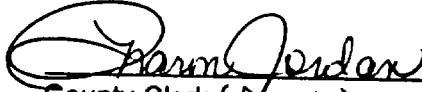
Section 1 The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with acquisition, construction, repair, renovation and equipping of the projects as listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof

Section 2 The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit "A" attached hereto will not exceed \$15 million dollars

ADOPTED this 8th day of April, 2003, by the Polk County Commissioners Court


County Judge
Polk County Texas

ATTEST


County Clerk (Deputy)
Polk County, Texas

[COMMISSIONERS COURT SEAL]

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 That on the 8th day of April, 2003 a regular meeting of the Commissioners Court of Polk County, Texas was held at the regular meeting place in the County Courthouse, Livingston Texas and the roll was called of the duly constituted officers and members of the said Commissioners Court, to-wit

John P Thompson	County Judge
Bob Willis	Commissioner, Precinct 1
Bobby Smith	Commissioner, Precinct 2
James J "Buddy" Purvis	Commissioner Precinct 3
Tommy Overstreet	Commissioner, Precinct 4

and all of said persons were present at said meeting except for the following _____ thus constituting a quorum Whereupon among other business, the following was transacted at said meeting a written Resolution entitled

RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES TO BE INCURRED BY POLK COUNTY TEXAS RELATING TO THE FINANCING OF CERTAIN PROJECTS

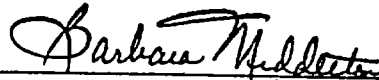
was duly introduced for consideration of said Commissioners Court and read in full It was then duly moved and seconded that said Resolution be passed, and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote

AYES	<u>ALL</u>
NOES	<u>NONE</u>
ABSTENTIONS	<u>NONE</u>

2 A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate, said Resolution has been duly recorded in the official minutes of said Commissioners Court, the above and foregoing paragraph is a true, full and correct

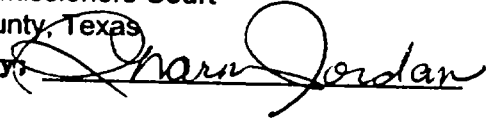
excerpt from said minutes of said meeting pertaining to the passage of said Resolution the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution were the duly chosen qualified and acting officers and members of said Commissioners Court as indicated therein each of said officers and members was duly and sufficiently notified officially and personally in advance of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting and each of said officers and members consented in advance to the holding of said meeting for such purpose, and said meeting was open to the public, and public notice of the time place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code

SIGNED AND SEALED this 8th day of April, 2003



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

By Deputy:



[COMMISSIONERS COURT SEAL]

Polk 03 cos-clerk for reamb resol-imp wpd

Polk 03 cos-clerk for reamb resol-imp wpd

EXHIBIT "A"

DESCRIPTION OF PROJECTS

- 1 County building renovation, equipping and rehabilitation,
- 2 County courthouse annex construction and equipping,
- 3 Road materials for County road purposes, and
- 4 County road improvements

Such financing to be in an amount not to exceed \$15,000,000 from the General Fund of Polk County, Texas

Item # 11

VOL 49 PAGE 285

CSC Agreement for SourceCheck™ Services

This Agreement is between CSC Credit Services, Inc. ("CSCCS") and the undersigned Client ("Client"). This Agreement is for information services from SourceCheck™, LLC ("SourceCheck").

- 1 CSCCS agrees to furnish Client with the services described in Exhibit A attached to this Agreement, at the prices therein specified per input. Volume discounts will be applied monthly based solely on activity processed during that month. Monthly periods will be defined by CSCCS and will not necessarily be based on a calendar month. Any custom programming, whether modification of products or services or custom adaptations, will be priced separately according to terms set out as an addendum to this Agreement. Any such addenda shall be incorporated into this Agreement for all purposes when executed by the parties.
- 2 CSCCS hereby grants to Client a limited non-exclusive and non-transferable license (the "License") for the term of the Agreement to use any software, programs, data, equipment and other materials ("SourceCheck Property") furnished to Client in the performance of this Agreement. The License shall terminate automatically upon expiration or termination of this Agreement. Any further use of the SourceCheck Property after termination shall be prohibited. Client hereby specifically acknowledges and agrees that no provision of this Agreement is to be construed to convey or transfer any other ownership or proprietary interest in the SourceCheck Property. Any and all data components received by Client are excluded from the terms and conditions of this Paragraph.
- 3 Client acknowledges and agrees that neither CSCCS nor SourceCheck shall have any liability of any type or nature to Client or any third parties for any mishap, error, omission, negligent act, or for any other matter whatsoever arising out of use of the data provided to Client by CSCCS. CSCCS hereby disclaims all warranties, express or implied, with respect to the data provided under this Agreement.
- 4 In no event shall CSCCS be liable to Client or any other person or entity in connection with this Agreement for any special, consequential, incidental or reliance damages (or any loss of revenue or profits), however caused, whether for breach of contract, negligence or under any other legal theory, whether foreseeable or not and whether or not Client has been advised of the possibility of such damage, and notwithstanding the failure of essential purpose of any limited remedy. Both parties agree that these limitations of liability are agreed allocations of risk and are reflected in the consideration agreed upon by the parties.
- 5 Neither party shall be responsible for, or liable to the other on account of delays or failures, in performance resulting from acts beyond the control of such party, including, but not limited to, acts of God, strikes, lockouts, riots, acts of war (whether or not declared), epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer hardware failures, non-performance by delivery services, earthquakes, or other disasters. Notwithstanding the foregoing, the provisions of this subparagraph shall not be applicable to the requirements of Paragraph 8 of this Agreement.

6 Client will request information for Client's exclusive use only, and will keep all information received in strict confidence except as required by law. Client will not resell the information to anyone, including the consumer who is the subject of the information.

7 Client agrees to take all necessary measures to prevent unauthorized access to and disclosure of information. Client will establish and enforce policies allowing access to information only as permitted by this Agreement. At a minimum, Client agrees to follow procedures designed to prevent unauthorized access to information through Client's assigned number, access codes and any equipment owned or kept by Client through which the information may be accessed. Client agrees to indemnify and hold CSCCS harmless from any expense or damage arising or resulting from improper access to or disclosure of information obtained through CSCCS.

8 Client agrees to pay CSCCS within thirty (30) days of the date of each CSCCS invoice. Notwithstanding anything contrary contained in this Agreement, fees provided herein do not include sales, use, excise, personal property or any other taxes of such nature. In the event such taxes are levied, Client shall pay them, and CSCCS may separately invoice them. CSCCS may assess a late charge of 1½% per month or the highest rate allowed by law, whichever is less, on overdue accounts.

9 Either party may terminate this Agreement without cause upon thirty (30) days' written notice. However, CSCCS may immediately terminate service without prior notice, if Client breaches any term of this Agreement, including but not limited to failure to pay amounts when due or violation of any federal, state or local law relevant to the services or the use of the services. Any supplements or pricing addenda to this Agreement will terminate when this Agreement terminates.

10 The respective rights and obligations of the parties, including without limitation, the rights and obligations specified in Paragraphs 3, 4, 5 and 7 of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

11 Client will address any written notice to CSCCS required by this Agreement to Corporate Secretary CSC Credit Services, Inc., 652 N. Sam Houston Parkway E., Suite 400, Houston, Texas 77060 or another address designated in writing by CSCCS to Client. CSCCS will address any written notice to Client required by this Agreement to Client's address at the end of this Agreement or another address designated in writing by Client to CSCCS.

12 This Agreement and any supplements and letter agreements executed by the parties supersede all prior agreements relating to the subject matter of this Agreement, and constitute the entire agreement between Client and CSCCS. There are no written or oral understandings that are not fully expressed in this Agreement, any supplements, and letter agreements. Letter agreements may not conflict with this Agreement and may address only pricing, administrative fee, minimum monthly usage, maximum monthly charges, deposit, lease charges and lease term. Pricing, minimum monthly usage, minimum monthly charges, and deposit will be subject to change by CSCCS on thirty (30) days' written notice unless otherwise specified in a Letter Agreement. No changes may be made to this Agreement except in writing by the president or a vice president of CSCCS.

13 The undersigned Client representative is authorized to make this Agreement Client may not assign this Agreement CSCC's may, with written notice, assign this Agreement This Agreement is effective when CSCC's accepts it

AGREED BY CLIENT

(Name of Company/Client)

(Signature of Authorized Representative)

(Print name and title of Representative)

(Street Address of Client)

(City State and Zip Code)

(Name and number of Client Contact)

Date _____

**ACCEPTED BY
CSC CREDIT SERVICES, INC.**

By _____

(Print name and title)

Date _____

Item #13

COPIES

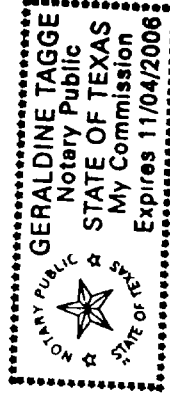
I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

Nola Reneau

NOLA RENEAU
COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18TH DAY OF APRIL, 2003

Geraldine Tagge



1ST QUARTER REPORT FOR THE MONTHS OF OCT NOV DEC 2002

POLK COUNTY TREASURER

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BAL	INVESTMENT	BALANCE
GENERAL	234,854.14	2,902,959.73	2,569,290.11	96,814.48	69,675.45	168,489.93
HOTEL TAX	7,113.44	10,210.45	9,026.90	8,296.99		8,296.99
JCTF	18,116.77	3,964.96	0.00	22,081.75		22,081.75
ROAD & BRIDGE	78,990.80	672,947.76	616,283.24	22,326.28	117,828.61	95,502.33
LATERAL RD	2,238.80	42,796.07	0.00	45,034.87	60,207.57	105,242.44
PERM R & B	0.00	0.00	0.00	0.00		0.00
SECURITY	841.59	15,576.76	12,886.28	3,532.07	51,142.41	54,674.48
HIST COMM P/R	296.05	0.00	0.00	296.05		296.05
ENV SERVICE	215,673.70	643,690.10	304,103.50	755,260.30	511,654.24	1,266,914.54
FEMA	299.07	0.00	0.00	299.07		299.07
LAW LIBRARY	3,250.18	3,110.00	4,364.30	1,995.88	27,061.85	29,057.73
DA CAP TRIAL GRANT	100,000.00	0.00	0.00	100,000.00		100,000.00
D A SPECIAL	116.08	84.00	4,312.13	-4,344.21		-4,344.21
D A HOT CHECK	29,562.89	5,607.52	4,884.85	30,285.56		30,285.56
AGING	238,607.67	68,608.74	101,719.40	271,718.33		271,718.33
DEBT SERVICE	12,798.50	447,463.45	110,640.76	349,641.19	3,846.75	353,487.94
DEBT SVC-ENV SVC	0.00	404,818.49	404,818.49	0.00	627,522.99	627,522.99
94 CO ENV SERVICE	97,455.46	0.00	0.00	-97,455.46		-97,455.46
91 CO ENV SERVICE	159.02	0.00	0.00	159.02	3,803.67	3,962.69
MUSEUM TRUST	812.65	5,000.00	3,816.66	1,995.99	49,323.90	50,319.89
CO BTLF FUNDS	379.00	0.00	0.00	379.00		379.00
JUDICIARY	93,964.11	78,071.03	96,514.02	75,521.12		75,521.12
SO CONTRABAND	415.01	20,728.84	20,728.84	415.01		415.01
DA CONTRABAND	17,792.12	21,368.49	3,539.82	35,620.79	84,107.34	119,728.13
CONSTABLE #2 CONTRA	0.00	9,382.80	0.00	9,382.80		9,382.80
DRG SEIZURE PEND	0.00	81,123.30	81,123.30	0.00	195,922.99	195,922.99
SO CONTA (FED)	0.00	0.00	0.00	0.00	1,310.53	1,310.53
RAP	3,878.72	17,545.00	16,789.36	4,624.36	30,142.05	34,766.41
RECORDS MGMT	8,084.75	3,327.01	1,278.17	6,113.59		6,113.59
PROBATION	24,858.37	343,086.78	315,454.61	52,480.54		52,480.54
TOTAL	311,509.41	6,001,490.30	4,681,584.74	1,008,386.15	1,852,550.35	2,860,948.50
JP#3	0.00	63,236.36	63,236.36	0.00		0.00
HISTORICAL COMMISSION	4,775.55	455.34	1,615.19	3,615.70	298,181.87	299,777.37
CORRIGAN AGING	0.00	1,926.63	1,926.63	0.00		0.00
EWP GRANT	0.00	0.00	0.00	0.00		0.00
PAYROLL	2,522.96	1,292,399.50	1,292,402.66	2,519.82	373,859.41	376,223.55
PERMANENT	2,052.12	514.58	2.56	2,564.14		2,519.82
AVAILABLE	837.09	16,005.74	15,440.91	1,401.92	69,781.07	91,182.99
FED EQUITABLE SHARE	1,422.68	31,956.18	0.00	33,378.86		33,378.86
GRAND TOTAL	299,898.99	7,407,966.63	6,058,211.05	1,051,876.59	2,812,152.50	3,864,029.09

TEXPOOL INVESTMENT REPORT
QTR ENDED 12/31/02

FUND	BEG BAL	DEPOSITS	WITHDRAWALS	INTEREST EARNED	INTERFUND TRANSFER	END BALANCE
10 General	737 796 20		650 000 00	1 879 25		89 675 45
15 Road & Bridge	406 948 61		290 000 00	880 00		117 828 61
17 Lateral R & B	59 961 01			246 56		60,207 57
24 Perm R & B						0 00
27 Security	58 912 81		8 000 00	229 60		51 142 41
32 Env Svc Operating	434 886 53	300 000 00	225 000 00	1 767 71		511 654 24
40 Law Library	26 951 01			110 84		27 061 85
61 Debt Service	3 831 04			15 71		3 846 75
61 DBT SVC Env Svc	220 835 40	404 818 49		1,869 10		627 522 99
70 94 CO Env Svc						0 00
71 91 CO Env Svc	3 788 13			15 54		3 803 67
83 Museum Trust	53 117 09		5 000 00	206 81		48 323 90
84 CO BTLE Funds						0 00
90 SO Contraband	0 00					0 00
90 DA Contraband	83 762 86			344 48		84 107 34
90 Drg Seizure Pend	257 550 87	9 277 00	71 846 30	941 42		195 922 99
90 SO Contra (Fed)	1 305 16			5 37		1 310 53
93 RAP	32 013 22		2 000 00	128 83		30 142 05
28 Historical Comm	294 948 66			1 213 01		296 161 67
91 Perm School	373 769 27			1 533 76	1 643 62	373 659 41
92 Avail School	103 729 31		16 000 00	408 14	1 643 62	89 781 07
Total Investments	3 154 107 16	714 095 49	1,267 846 30	11 796 13	0 00	2 612 152 50

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
County Treasurer

#15 COPY

FILED FOR RECORD

2003 MAY -9 PM 12 05

4112



TX 577603

Polk County Clerk

Merchants Bonding Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Polk }

KNOW ALL PERSONS BY THESE PRESENTS

That we Ruben Ed Newton II as Principal and the MERCHANTS BONDING COMPANY (Mutual) a corporation duly licensed to do business in the State of Texas as Surety are held and bound unto Polk County Constable Pct #1 his successors in office in the sum of Two Thousand and no/100 (\$ 2,000.00) DOLLARS for the payment of which we hereby bind ourselves and our heirs executors and administrators jointly and severally by these presents

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the above bounden Principal was on the 26th day of March 2003 duly appointed to the office of Reserve Deputy- Constable Pct #1 in and for Polk County in the State of Texas for a term of 1 year(s) commencing on the 26th day of March 2003

Now therefore if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer and shall

Faithfully perform the duties imposed by law

then this obligation to be void otherwise to remain in full force and effect

PROVIDED HOWEVER that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims suits or actions under this bond shall not exceed the amount stated above Any revision of the bond amount shall not be cumulative

PROVIDED FURTHER that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that not less than thirty (30) days thereafter the Surety's liability hereunder shall terminate as to subsequent acts of the Principal

Dated this 26th day of March 2003

COUNTERSIGNED

By [Signature] Texas Resident Agent

By [Signature] Principal MERCHANTS BONDING CO (Mutual) AUDREY WILLIAMS Assistant Vice President

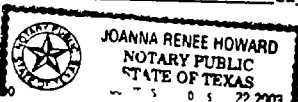
ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Polk }

Before me Joanna Renee Howard on this day personally appeared Ruben Ed Newton II known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office at Livingston TX this 26th day of March 2003

SEAL



[Signature] Polk County Texas

OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I _____ do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas and will to the best of my ability preserve protect and defend the Constitution and laws of the United States and of this State and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid offered or promised to pay contributed nor promised to contribute any money or valuable thing or promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected and I furthermore solemnly swear (or affirm) that I will not be directly or indirectly interested in any contract with or claim against the County except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office So help me God

Signed _____

Sworn to and subscribed before me at _____ Texas this _____ day of _____

SEAL _____ County Texas

OATH OF OFFICE (General)

I _____ do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas and will to the best of my ability preserve protect and defend the Constitution and laws of the United States and of this State and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid offered or promised to pay contributed nor promised to contribute any money or valuable thing or promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected So help me God

Signed _____

Sworn to and subscribed before me at _____ Texas this _____ day of _____

SEAL _____ County Texas

THE STATE OF TEXAS } ss County of POLK

The foregoing bond of Ruben Ed Newton, II Reserve Dep. Constable in and for Polk County and State of Texas this day approved in open Commissioners Court

ATTEST Date April 8, 2004 Clerk Barbara Middleton County Court POLK County Texas County Judge _____ Polk County Texas

THE STATE OF TEXAS } ss County of POLK

I Barbara Middleton County Clerk in and for said County do hereby certify that the foregoing Bond dated the 8th day of April 2003 with its certificates of authentication was filed for record in my office the 9th day of May 2003 at 12:05 o'clock P.M. and duly recorded the 9th day of MAY 2003 at 12:05 o'clock P.M. in the Records of Official Bonds of said County in Volume 1325 on page 919

WITNESS my hand and the seal of the County Court of said County at office in Livingston Polk County Texas the day and year last above written

By Barbara Middleton Clerk County Court POLK County

In the name and by the authority of

The State of Texas

OATH OF OFFICE

FILED FOR RECORD
2003 MAY -9 PM 12 05
Richard H. [Signature]
POLK COUNTY CLERK

I Ruben Ed Newton II do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable of the State of Texas, and will to the best of my ability preserve protect, and defend the Constitution and laws of the United States and of this State so help me God

[Signature]
Affiant

SWORN TO and subscribed before me by affiant on this 26 day of MARCH ~~2003~~



Darrell Longino
Signature of Person Administering Oath

DARRELL LONGINO
Printed Name

JUSTICE OF THE PEACE
Title

See Reverse Side for Instructions
Revised August 1994

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex Const art XVI §1(b) amended 2001)

I Ruben Ed Newton II do solemnly swear (or affirm) that I have not directly or indirectly paid offered promised to pay contributed or promised to contribute any money or thing of value or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation whichever the case may be so help me God

[Signature]
Affiant's Signature

Deputy Constable
Position to Which Elected/Appointed

POLK
City and/or County

SWORN TO and subscribed before me by affiant on this 26th day of MARCH 2003

[Signature]
Signature of Person Authorized to Administer Oaths/Affidavits

DARRELL LONGINO
Printed Name

Justice of the Peace
Title



Form No 2201

FILED FOR RECORD
2003 MAY -9 PM 12 05
Sharon H. [Signature]
POLK COUNTY CLERK

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statute	4. CONDITIONS
District Attorney	\$8,000	Governor	District Judge	Gov't Code 43 002	"The money prescribed by law if the money has been let or that comes to his hands for the state or county
County Attorney	\$2,500	Governor	Commissioners Court	Gov't Code 45 001	"Faithfully pay over in the manner prescribed by law all money which he let or that comes to his hands for the county or the state
County Judge	\$1,000-10,000	County Treasurer	Commissioners Court	Gov't Code 26 001	"If money that comes to his hands as county judge is to be paid to the county or officer entitled to pay to the county if money is paid to him out of county funds and not used or consent to pay out county funds for other than the purpose
County Clerk	A least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which he bond is given—\$5,000 maximum \$1,000,000 minimum	County	Commissioners Court	Local Gov't Code 82 001	"Faithfully perform the duties of office
Deputy County Clerk	A least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which he bond is given—\$5,000 maximum \$500,000 minimum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82 002	"Faithfully perform the duties of office
County Auditor	\$5,000 maximum	District Judge 1	District Judge(s)	Local Gov't Code 84 00	"Faithfully perform the duties of own auditor
County Treasurer	Established by the Commissioners Court	County Judge	Commissioners Court	Local Gov't Code 83 002	"Faithfully execute the duties of office from according to law if funds received as county treasurer and render an account of the funds received to the commissioners court at each regular term of the court
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5,000 maximum \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51 302	"Faithfully perform the duties of the office
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given—\$5,000 maximum \$100,000 minimum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51 309	"Faithfully perform the duties of the office
County School Superintendent	\$1,000	County governing board where county-wide independent school district has been created, or which event the bond is payable to and approved by the County Commissioners Court		Edw Code 17 49	"Faithfully perform his duties
County Surveyor	Fixed by the Commissioners Court—\$500 maximum \$10,000 minimum	Not Specified		N Res Code 23 013	"Faithfully perform the duties of his office
Deputy County Surveyor	Fixed by the Commissioners Court	Not Specified		N Res Code 23 014	"Faithfully perform the duties of the office
Hide and Animal Inspector	Set by the Commissioners Court \$1,000 maximum \$10,000 minimum	County Judge	Commissioners Court	Agri Code 1 6 055	"Well and truly perform the duties of the office
Sheriff	Set by the Commissioners Court \$5,000 maximum \$30,000 minimum	Governor	Commissioners Court	Local Gov't Code 85 001	"Faithfully perform the duties of office as provided by law and pay to the person authorized by law to receive them the fines, fees, costs and penalties he collects for the use of the state or county and to return the same due the process and precept of the court to him and to the persons to whom they are due or to the person standing in his stead collected by virtue of the process or precept and pay to the county the funds they pay and not retain or otherwise to him from county funds
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle excise taxes for the county during the year ending August 31 preceding the date the bond is given—\$2,500 maximum \$100,000 minimum	Governor	Commissioners Court and the State Comptroller of Public Accounts	Ts Code 6 28	"Faithfully perform his duties as assessor collector
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed the preceding tax year \$100,000 maximum	Commissioners Court	Commissioners Court	T Code 6 28	"Faithfully perform his duties as assessor collector
County Commissioner	\$3,000	County Treasurer	County Judge	Local Gov't Code 81 002	"Faithfully perform the same duties as if he had received the money for the county and if he had not received the money he shall not receive or accept the same as payment of any of his debts for the county
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 2 001	"Faithfully and impartially discharge his duties as required by law and promptly pay to the person entitled thereto the money that comes to his hands during the term of office
Constable	Set by the Commissioners Court \$500 maximum \$1,500 maximum	Governor	Commissioners Court	Local Gov't Code 86 002	"Faithfully perform the duties imposed by law
County Public Weigher and Deputies	\$2,800	County Judge	Department of Agriculture	Agri Code 13 256	"accurately weigh or measure animal lots reflected on receipts issued by him prevent the commission that he is required to weigh or measure and comply with all laws and rules governing public weighing
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agri Code 13 256	"accurately weigh or measure animal lots reflected on receipts issued by him prevent the commission that he is required to weigh or measure and comply with all laws and rules governing public weighing

3 If present insert the number
4 Conditions.

2003 - 1325 - 923



OFFICIAL
BOND AND OATH

Ruben Ed Newton II

Principal

As Reserve Deputy Constable Pct#1

Official Title

of Polk County

Filed the 9th day of

May 2003

at 12.05 o'clock P.M.

Barbara Middleton
Barbara Middleton
Clerk

County Court Polk County Texas

FILED FOR RECORD

2003 MAY - 9 PM 12 05

Barbara Middleton
POLK COUNTY CLERK

COMPLAINT NOTICE Should any dispute arise about your premium or about a claim that you have filed contact the agent or write to the company that issued the bond If the problem is not resolved you may also write the Texas Dept of Insurance P O Box 149091 Austin Texas 78714 9091 Fax# (512) 475-1771 This notice of complaint procedure is for information only and does not become a part or condition of this bond

Item # 16 & Item # 17

COPY

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	7 195 27
015 ROAD & BRIDGE ADM	00
032 ENVIRONMENTAL SERVICES	00


THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

B L DICKENS

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



Budget Revisions # 2003-11(a)
Budget Amendments # 2003-11

COPY

GEL122 PAGE 1

REPORT OF GENERAL LEDGER AMENDMENTS

04/02/2003 08:38:47

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2003 010 342 551	TRA PATROL REIMBUR	04/02/2003	2K311A	67 610 69	47 610 69	20 000 00	CORRECT POSTING ORIGINAL BU K	
2003 010 342 551	TRA PATROL REIMBUR	04/02/2003	2K3 11	67 610 69	61 090 76	13 480 07	RECORD TRA REIMB CHECK DATE K	
2003 010 342 551	TRA PATROL REIMBUR	04/02/2003	2K3 11	61 090 76	74 242 83	13 152 07	RECORD TRA REIMB CHECK DATE K	
2003 010 342 552	TRA PATROL ADMINIS	04/02/2003	2K311A	7 195 27	27 195 27	20 000 00	CORRECT POSTING ORIGINAL BU K	
2003 010 342 552	TRA PATROL ADMINIS	04/02/2003	2K3 11	25 261 57	25 261 57	1 933 70	CORRECT BUDGET AMEND 2K3 07 K	
2003 010 342 552	TRA PATROL ADMINIS	04/02/2003	2K3 11	25 261 57	22 089 64	3 171 93	CORRECT BUDGET AMEND 2K3 10 K	
2003 010 342 552	TRA PATROL ADMINIS	04/02/2003	2K3 11	22 089 64	20 000 00	2 089 64	CORRECT BUDGET AMEND 2K3 10 K	
	TOTAL AMENDMENTS		7	TOTAL CHANGES	20 000 00	19 436 87		
2003 010 390 410	TIME WARRANT PROCE	04/02/2003	2K3 11	00	46 403 67	46 403 67	RECORD T/M PC CAPITAL OUTLA K	
	TOTAL AMENDMENTS		1	TOTAL CHANGES	46 403 67	46 403 67		
2003 010 401 486	BI LINGUAL INCENTI	04/02/2003	2K311A	11 102 27	10 872 09	230 18	CORRECT W OPENSHAM INCREASE K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	230 18	230 18		
2003 010 475 572	FURNISHINGS & EQUI	04/02/2003	2K3 11	4 537 18	9 927 96	5 390 78	RECORD T/M PC CAPITAL OUTLA K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	5 390 78	5 390 78		
2003 010 495 572	OFFICE/EQUIPMENT E	04/02/2003	2K3 11	00	5 932 99	5 932 99	RECORD T/M PC CAPITAL OUTLA K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	5 932 99	5 932 99		
2003 010 497 572	OFFICE EQUIPMENT	04/02/2003	2K3 11	00	1 530 00	1 530 00	RECORD T/M PC CAPITAL OUTLA K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	1 530 00	1 530 00		
2003 010 499 572	OFFICE EQUIPMENT	04/02/2003	2K3 11	1 000 00	17 299 82	16 299 82	RECORD T/M PC CAPITAL OUTLA K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	16 299 82	16 299 82		
2003 010 503 105	SALARIES	04/02/2003	2K311A	69 633 75	69 863 93	230 18	CORRECT W OPENSHAM INCREASE K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	230 18	230 18		
2003 010 552 315	OFFICE SUPPLIES	04/02/2003	2K311A	1 000 00	321 71	678 29	PER BILL CUNNINGHAM	K
2003 010 552 423	MOBIL PHONES/PAGER	04/02/2003	2K311A	1 200 00	1 878 29	678 29	PER BILL CUNNINGHAM	K
	SUMMARY CONSTABLE PCT #2		2	TOTAL CHANGES	00	00		
2003 010 560 105	SALARIES	04/02/2003	2K3 11	1 230 312 67	1 241 917 21	11 604 54	RECORD TRA REIMB CHECK DATE K	
2003 010 560 105	SALARIES	04/02/2003	2K3 11	1 241 917 21	1 253 239 39	11 322 18	RECORD TRA REIMB CHECK DATE K	
2003 010 560 201	SOCIAL SECURITY	04/02/2003	2K3 11	101 491 00	102 378 74	887 74	RECORD TRA REIMB CHECK DATE K	
2003 010 560 201	SOCIAL SECURITY	04/02/2003	2K3 11	102 378 74	103 244 88	866 14	RECORD TRA REIMB CHECK DATE K	
2003 010 560 203	RETIREMENT	04/02/2003	2K3 11	85 345 76	86 076 84	731 08	RECORD TRA REIMB CHECK DATE K	
2003 010 560 203	RETIREMENT	04/02/2003	2K3 11	86 076 84	86 790 13	713 29	RECORD TRA REIMB CHECK DATE K	
2003 010 560 204	WORKERS COMPENSATI	04/02/2003	2K3 11	27 015 70	27 232 96	217 26	RECORD TRA REIMB CHECK DATE K	
2003 010 560 204	WORKERS COMPENSATI	04/02/2003	2K3 11	27 232 96	27 444 93	211 97	RECORD TRA REIMB CHECK DATE K	
2003 010 560 206	UNEMPLOYMENT INSUR	04/02/2003	2K3 11	4 186 49	4 225 94	39 45	RECORD TRA REIMB CHECK DATE K	
2003 010 560 206	UNEMPLOYMENT INSUR	04/02/2003	2K3 11	4 225 94	4 264 43	38 49	RECORD TRA REIMB CHECK DATE K	
2003 010 560 572	OFFICE EQUIPMENT	04/02/2003	2K3 11	00	15 782 10	15 782 10	RECORD T/M PC CAPITAL OUTLA K	
	EXPENSE SUMMARY		11	TOTAL CHANGES	42 414 24	42 414 24		
2003 010 695 572	EQUIPMENT	04/02/2003	2K3 11	4 200 00	5 667 98	1 467 98	RECORD T/M PC CAPITAL OUTLA K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	1 467 98	1 467 98		
2003 015 390 624	LOAN PROCEEDS	04/02/2003	2K3 11	00	17 575 00	17 575 00	RECORD T/M PC R34 2003 1:PU K	
	EXPENSE SUMMARY		1	TOTAL CHANGES	17 575 00	17 575 00		
2003 015 621 337	MATERIAL/SUPPLIES	04/02/2003	2K311A	12 817 69	15 817 69	3 000 00	PER COMM BOB WILLIS	K
2003 015 621 339	CONSTRUCTION CONTR	04/02/2003	2K311A	85 322 65	82 322 65	3 000 00	PER COMM BOB WILLIS	K

04/02/2003 08:38:47		REPORT OF GENERAL LEDGER AMENDMENTS				GELL22 PAGE	2	CLK
ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	
2003 015 621 339	CONSTRUCTION CONTR	04/02/2003	2K311A	82 322 65	77 322 65	5 000 00	PER COMM BOB WILLIS	K
2003 015 621 456	PAINTS & REPAIR	04/02/2003	2K311A	30 000 00	35 000 00	5 000 00	PER COMM BOB WILLIS	K
PRECINCT 01	EXPENSE SUMMARY		TOTAL AMENDMENTS	4	TOTAL CHANGES	00		
2003 015 623 317	MATERIAL/SUPPLIES	04/02/2003	2K311A	14 864 70	13 864 70	1 000 00	PER COMM PURVIS	K
2003 015 623 571	ROAD MACHINERY/EQU	04/02/2003	2K311A	00	1 000 00	1 000 00	PER COMM PURVIS	K
PRECINCT 03	EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	00		
2003 015 624 315	OFFICE SUPPLIES	04/02/2003	2K311A	200 00	350 00	150 00	PER COMM TOMMY OVERSTREET	K
2003 015 624 420	TELEPHONE	04/02/2003	2K311A	1 600 00	1 450 00	150 00	PER COMM TOMMY OVERSTREET	K
2003 015 624 573	PC74 CAPITAL OUTLA	04/02/2003	2K3 11	00	17 575 00	17 575 00	RECORD T/M PC RB4 2003 1 PU	K
PRECINCT 04	EXPENSE SUMMARY		TOTAL AMENDMENTS	3	TOTAL CHANGES	17 575 00		
2003 032 271 000	FUND BALANCE	04/02/2003	2K311A	94 96	1 441 46	1 346 50	CORRECT BUDGET REVISION 2K3 K	
			TOTAL AMENDMENTS	1	TOTAL CHANGES	1 346 50		
2003 032 370 200	INSURANCE MONIES	04/02/2003	2K311A	494 04	1 840 54	1 346 50	CORRECT BUDGET REVISION 2K3 K	
			TOTAL AMENDMENTS	1	TOTAL CHANGES	1 346 50		

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	34 00
TOTAL OF ALL FUNDS	34 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	390 00
TOTAL OF ALL FUNDS	390 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1 104 00
TOTAL OF ALL FUNDS	1 104 00

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

B L DOCKENS

B L Dockens

COUNTY AUDITOR

JOHN P THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	954 00
TOTAL OF ALL FUNDS	954 00

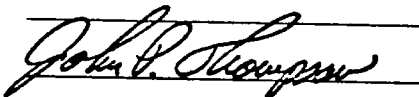
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	83 044 89
015 ROAD & BRIDGE ADM	19 001 04
027 SECURITY	427 94
051 AGING	855 88
101 ADULT SUPERVISION	9 073 84
108 CCP SURVEILLANCE	1 208 32
109 SPECIALIZED CASELOAD CCP	427 94
184 JUVENILE PROBATION	855 88
185 CCAP JUVENILE PROBATION	4 324 50
TOTAL OF ALL FUNDS	119 220 23

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8 097 58
015 ROAD & BRIDGE ADM	2 063 53
027 SECURITY	12 10
049 DISTRICT ATTY HOT CHECK FUND	140 78
TOTAL OF ALL FUNDS	10 313 99

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	9 098 57
015 ROAD & BRIDGE ADM	1 370 18
049 DISTRICT ATTY HOT CHECK FUND	97 87
051 AGING	656 81
088 JUDICIARY FUND	74 45
TOTAL OF ALL FUNDS	11 297 88

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	570 00
TOTAL OF ALL FUNDS	570 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	720 00
TOTAL OF ALL FUNDS	720 00

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

B L DOCKENS



COUNTY AUDITOR



JOHN P THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	450 00
TOTAL OF ALL FUNDS	450 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	546 00
TOTAL OF ALL FUNDS	546 00

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	716 00
TOTAL OF ALL FUNDS	716 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE



FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	456 00
TOTAL OF ALL FUNDS	456 00

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

B L DOCKENS



COUNTY AUDITOR



JOHN P THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	678 00
TOTAL OF ALL FUNDS	678 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	276 00
TOTAL OF ALL FUNDS	276 00

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

B L DOCKERS

B. L. Dockers

COUNTY AUDITOR

JOHN P THOMPSON

John P Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	780 00
TOTAL OF ALL FUNDS	780 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	582 00
TOTAL OF ALL FUNDS	582 00

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

B L DOCKENS *B. L. Dockens*
COUNTY AUDITOR
JOHN P THOMPSON *John P. Thompson*
COUNTY JUDGE

ACH 327

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	42 635 40
015 ROAD & BRIDGE ADM	10 476 65
027 SECURITY	302 87
048 DISTRICT ATTY SPECIAL FUND	85 36
051 AGING	1 816 16
083 MUSEUM OPERATING FUND	82 71
101 ADULT SUPERVISION	6 369 16
104 DTP CSR	36 74
108 CCP SURVEILLANCE	720 18
109 SPECIALIZED CASELOAD CCP	385 20
184 JUVENILE PROBATION	895 53
185 CCAP JUVENILE PROBATION	2 418 15
TOTAL OF ALL FUNDS	66 224 11

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

B L DOCKENS

B. L. Dockens

COUNTY AUDITOR

John P. Thompson

JOHN P THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	131 066 08
015 ROAD & BRIDGE ADM	35 121 58
027 SECURITY	1 146 82
048 DISTRICT ATTY SPECIAL FUND	444 64
051 AGING	7 187 89
083 MUSEUM OPERATING FUND	345 34
101 ADULT SUPERVISION	18 670 13
104 DTP CSR	221 63
108 CCP SURVEILLANCE	1 875 81
109 SPECIALIZED CASELOAD CCP	1 147 77
184 JUVENILE PROBATION	2 481 20
185 CCAP JUVENILE PROBATION	7 572 20
TOTAL OF ALL FUNDS	207 281 09

ACH 328

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

B L DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P THOMPSON

John P. Thompson

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 389 92
015 ROAD & BRIDGE ADM	738 31
027 SECURITY	30 00
101 ADULT SUPERVISION	1 419 45
108 CCP SURVEILLANCE	350 50
184 JUVENILE PROBATION	125 00
185 CCAP JUVENILE PROBATION	757 27
TOTAL OF ALL FUNDS	6 810 45

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

B L DOCKENS



COUNTY AUDITOR



JOHN P THOMPSON

COUNTY JUDGE



FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1 694 54
015 ROAD & BRIDGE ADM	1 911 89
027 SECURITY	2 48
051 AGING	94 59
083 MUSEUM OPERATING FUND	11 27
088 JUDICIARY FUND	2 221 00
184 JUVENILE PROBATION	7 12
185 CCAP JUVENILE PROBATION	43 56
TOTAL OF ALL FUNDS	5 986 45

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

B L DOCKENS *B. L. Dockens*

COUNTY AUDITOR _____

JOHN P THOMPSON *John P. Thompson*

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

VOL 49 PAGE 321

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	350 00
TOTAL OF ALL FUNDS	350 00

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	48 297 20
015	ROAD & BRIDGE ADM	12 016 50
027	SECURITY	394 61
048	DISTRICT ATTY SPECIAL FUND	145 19
051	AGING	2 264 34
083	MUSEUM OPERATING FUND	116 36
101	ADULT SUPERVISION	7 227 15
108	CCP SURVEILLANCE	862 48
109	SPECIALIZED CASELOAD CCP	416 70
184	JUVENILE PROBATION	961 26
185	CCAP JUVENILE PROBATION	3 002 48
	TOTAL OF ALL FUNDS	75 704 27

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	51 436 83
015 ROAD & BRIDGE ADM	23 110 40
027 SECURITY	79 91
032 ENVIRONMENTAL SERVICES	23 58
048 DISTRICT ATTY SPECIAL FUND	116 17
051 AGING	1 150 20
061 DEBT SERVICE FUND	850 00
083 MUSEUM OPERATING FUND	196 35
101 ADULT SUPERVISION	576 59
104 DTP CSR	3 80
108 CCP SURVEILLANCE	35 30
109 SPECIALIZED CASELOAD CCP	34 11
184 JUVENILE PROBATION	268 14
185 CCAP JUVENILE PROBATION	761 34
TOTAL OF ALL FUNDS	78 642 72

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	51 811 44
015	ROAD & BRIDGE ADM	33 524 02
032	ENVIRONMENTAL SERVICES	589 00
040	LAW LIBRARY FUND	1 720 11
049	DISTRICT ATTY HOT CHECK FUND	282 97
051	AGING	10 458 50
061	DEBT SERVICE FUND	6 355 35
093	CO CLERK RECORDS MGMT FUND	132 00
	TOTAL OF ALL FUNDS	104 873 39

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

B L DOCKENS



COUNTY AUDITOR



JOHN P THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	27 415 47
015 ROAD & BRIDGE ADM	1 066 23
027 SECURITY	60 00
049 DISTRICT ATTY HOT CHECK FUND	13 50
051 AGING	549 44
061 DEBT SERVICE FUND	28 979 22
088 JUDICIARY FUND	416 50
093 CO CLERK RECORDS MGMT FUND	13 50
TOTAL OF ALL FUNDS	58 513 86

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

B L DOCKENS



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

ADDITIONAL

Addendum Schedule of Bills for Court Dated APR 08 2003
FY-03

Vendor	Amount	Explanation
BURKE CENTER	\$ 21 407 00	MHMR CONTRIBUTION
EDCO DIESEL & GEAR	\$ 1 630 61	R&B#1
PERFORMANCE TRUCK	\$ 528 02	R&B#1
PERFORMANCE TRUCK	\$ 838 32	R&B#1
JACO INDUSTRIAL SUPPLY INC	\$ 140 20	R&B#1
KIMBALL MIDWEST	\$ 470 14	R&B#1
JOHN P THOMPSON	\$ 31 05	COMMISSIONERS COURT
JOHN P THOMPSON	\$ 100 05	HOTEL TAX
JOHN P THOMPSON	\$ 515 29	HOTEL TAX
JOHN P THOMPSON	\$ 452 76	HOTEL TAX
JOHN P THOMPSON	\$ 849 68	HOTEL TAX
VERIZON WIRELESS	\$ 47 27	COMMISSIONER COURT
TOTAL	<u>\$ 27 010 39</u>	

 COPY

DATE MARCH 26 THROUGH APRIL 8 2003

10/26/03 #19

NO	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	DIANA LOY	COMMISSIONERS COURT	#0102 SECRETARY I	REGULAR FULL TIME	10/01	\$17 550 53	RESIGNATION EFFECTIVE 03/24/2003
(2)	MARY ANN MYROW	DISTRICT ATTORNEY	#0102 SECRETARY I	LABOR POOL (900)	10/(03)	\$8 86	RE-NEW-HIRE EFFECTIVE 04/11/2003
(3)							
(4)							
(5)							
(6)							
(7)							
(8)							
(9)							
(10)							
(11)							
(12)							
(13)							
(14)							
(15)							
(16)							

COPY

ADDITIONAL

Item #20

COPY

**SPECIAL WARRANTY DEED
DETERMINABLE FEE**

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS

COUNTY OF POLK

That the **POLK COUNTY PEACE OFFICERS ASSOCIATION**, a non-profit corporation with its offices and principle place of business in Livingston, Polk County, Texas [hereinafter called "Grantor"], for and in consideration of the sum of Ten & No/100 [\$10 00] Dollars to it paid by the **COUNTY OF POLK, STATE OF TEXAS**, the receipt of which is hereby acknowledged, have **GRANTED, SOLD, and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY** unto the Grantee the surface estate of the following property situated in Polk County, Texas and described as follows

A tract of land containing 2 70 acres, more or less, located in the **A JOHNSON SURVEY**, Abstract No 768, Polk County, Texas, being a portion of the land described as Tract No 131, Section B in Exhibit A - Forrest Lands in that Deed from **W T Carter and Brother, et al**, to **U S Plywood-Champion Papers, Inc**, dated June 25, 1968, and recorded in Volume 230, Page 497, of the Official Public Records of Polk County, Texas, and being more particularly described as follows

COMMENCING at a concrete monument marking the Western-most Northwest corner of the said **A Johnson Survey**, the same being the Northeast corner of the **J M Wells Survey**, Abstract No 618, and in the South boundary line of the **John Dickerson Survey**, Abstract No 211, both in Polk County, Texas, and from which monument a post oak 5 inches in diameter marked x bears S 39 deg 45' W 1 8 varas, a pine 4 inches in diameter marked x bears S 23 deg E 3 6 varas, and a post oak 5 inches in diameter marked x bears S 77 deg 30' E 5 4 varas,

THENCE S 88 deg E 157 varas along the North boundary line of the said Johnson survey and the South boundary line of the said Dickerson survey to an iron pipe 4 inches in diameter set in said line,

THENCE S 30 deg 58' 50" W 30 26 varas to a concrete monument stamped P-629 I set for the Northwest corner and place of beginning of the tract of the land herein described,

THENCE S 70 deg 17' 54" E 90 00 varas to a concrete monument stamped P-630,

THENCE S 19 deg 42' 06" W 169 34 varas to a concrete monument stamped P-631,

THENCE N 70 deg 17' 54" W 90 00 varas to a concrete monument stamped P-632,

THENCE N 19 deg 42' 06" E 169 34 varas to a concrete monument stamped P-629 and the place beginning containing 2 70 acres of land, more or less

TOGETHER WITH

An easement for purposes of access, ingress, and egress to and from the above described property to FM Highway 62 upon, over, and across the following described property

A tract of land containing 0 09 acre located in the **A JOHNSON SURVEY**, Abstract No 768, Polk County, Texas, being a portion of the land described as Tract No 131 in Section B in Exhibit A - Forrest Lands in that Deed from W T Carter and Brother, et al, to U S Plywood-Champion Papers, Inc , dated June 25, 1968, and recorded in Volume 230, Page 497, of the Official Public Records of Polk County, Texas, said tract herein described being a strip or parcel of land 30 feet in width and lying 15 feet on each side of a centerline described as follows

BEGINNING at a stake set in the South boundary line of the above described Tract One and from which the Southeast corner of said Tract One bears S 70 deg 17' 54' E 40 74 varas,

THENCE S 00 deg 54' 30" E 49 0 varas to intersect the North right of way line of Farm Road 62

And being the same property described in that certain Special Warranty Deed-Determinable Fee from Champion International Corporation to the Polk County Peace Officers Associated, dated March 3, 1980, and recorded in Volume 386, Pages 607, et seq, of the Official Public Records of Polk County, Texas

REVERSIONARY PROVISIONS

It is expressly provided that this conveyance is made to the Grantee for its sole and specific use only, with no right of lease, sale, or conveyance thereof. In the event that the Grantee should cease to exist as such, abandon the use thereof for the purpose for which the Grantee was formed, or attempt to lease, sell, or convey the title thereof, then all rights of the Grantee in and to the above described property shall immediately [and without any further action or execution of a reconveyance thereof] terminate and revert to and become vested in **INTERNATIONAL PAPER REALTY CORPORATION**, successor in interest to **CHAMPION INTERNATIONAL CORPORATION**, its successors and assigns.

This conveyance is made subject to all restrictions, easements, conditions, covenants, and conveyances or exceptions of minerals or royalty, if any, of record in the Office of the County Clerk of Polk County, Texas, applicable to and enforceable against the above described property.

TO HAVE AND HOLD the said premises, together with all and singular the rights, hereditaments, and appurtenances there unto

belonging unto the Grantee, its successors and assigns, subject to the terms and provisions herein, and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend the title to said property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise

POLK COUNTY PEACE OFFICERS ASSOCIATION

BY _____ President

ATTESTED TO

BY _____ Secretary

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me by the said _____, President of the POLK COUNTY PEACE OFFICERS ASSOCIATION, on this the ____ day of _____, 2003

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY

COUNTY OF POLK, STATE OF TEXAS

John P. Thompson
BY JOHN THOMPSON, COUNTY JUDGE

COPY

ATTESTED TO

Barbara Middleton
BARBARA MIDDLETON, COUNTY CLERK,
POLK COUNTY, TEXAS

APPROVED BY

INTERNATIONAL PAPER REALTY CORPORATION

BY



Item #21



FILE COPY

BE IT RESOLVED, that the Commissioners Court of Polk County convened in a regularly called session on the 8th day of April, 2003 in the Commissioners Courtroom of the Polk County Courthouse in Livingston, Texas with the following Members present and representing a quorum, John P Thompson, County Judge, Robert C "Bob" Willis, Commissioner, Pct 1, Bobby Smith, Commissioner, Pct 2, James J "Buddy" Purvis, Commissioner, Pct 3, Charles T "Tommy" Overstreet, Commissioner, Pct.4, Absent. None

WHEREAS, the Polk County Commissioners Court finds it in the best interest of the citizens of Polk County that the Juvenile Detention Program be operated for fiscal year 2004, and

WHEREAS, the Polk County Commissioners Court has authorized the County Judge of Polk County to apply for, accept, reject, alter, or terminate the grant, and

WHEREAS, Polk County has agreed to provide the minimum matching percentage for the said project as required by the Criminal Justice Division, Office of the Governor, State of Texas grant application, and

WHEREAS, Polk County has agreed that in the event of loss or misuse of the Criminal Justice Division funds, the County assures that the funds will be returned to the Criminal Justice Division in full

NOW, THEREFORE, BE IT RESOLVED, that the Polk County Commissioners Court approves submission of the grant application for the Juvenile Accountability Incentive Block Grant to the Office of the Governor, Criminal Justice Division

Passed and Approved this 8th day of April, 2003

John P Thompson
County Judge, Polk County, Texas

Attest,

Barbara Middleton, County Clerk

April 8, 2003

Date

