


**POLK COUNTY COMMISSIONERS COURT**
**JUNE 24, 2003**
**10:00 A.M.**

Polk County Courthouse, 3rd floor

Livingston, Texas

**2003-054**
**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.
- NEW BUSINESS
4. APPROVAL OF MINUTES OF THE (REGULAR) MEETING OF JUNE 13, 2003.
5. CONSIDER REQUEST FROM QUANTUM GEOPHYSICAL, INC. FOR APPROVAL OF PERMIT FOR CONDUCTING GEOPHYSICAL OPERATIONS IN POLK COUNTY RIGHT OF WAY.
6. CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF \$3,060,000 "POLK COUNTY, TEXAS TAX NOTES, SERIES 2003"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE COUNTY TO PAY THE PRINCIPAL OF AND INTEREST ON SAID NOTES AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID NOTES.
7. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF BRUSH FIRE RESPONSE TRUCK/S TO BE ACQUIRED FOR VOLUNTEER FIRE DEPARTMENT/S THROUGH STATE GRANT FUNDING.
8. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE SALE OF A MILLER TILT TOP EQUIPMENT TRAILER, R&B 4 AND APPROVAL OF ORDER DECLARING SAID PROPERTY AS SURPLUS.
9. CONSIDER APPROVAL OF BUDGET REVISIONS #2003-16A
10. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2003-16, AS FOLLOWS:
  - Use of General Fund Balance in the amount of \$26,000.00 for unforeseen increases in County Court at Law Attorney Fees (\$24,000.00) and Jury Fees (\$2,000.00).
  - Record grant revenue and related Sheriff's Dept. Uniform expense in the amount of \$2,312.50.
  - Record insurance claim reimbursement and related Sheriff's Dept. vehicle repair in the amount of \$849.98.
  - Record DETCOG revenue and related Enf. Officer/Fire Marshall Capital Outlay in the amount of \$955.26.
  - Record insurance claim reimbursement and related Tax Office vehicle repair in the amount of \$1,655.00.
  - Record use of Dunbar fund balance in the amount of \$2,500.00 for related Dunbar Materials/Repair expense.
  - Record Precinct 2 reimbursement revenue and related Construction expense in the amount \$6,434.67.
  - Record correction of #2003-07 moving \$2,400.00 from Precinct 1 Permanent Road funds to Construction expense.
11. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
12. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

**ADJOURN**

By: John P. Thompson, County Judge

Posted: June 18, 2003

 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 ~~Monday~~ Monday, June 18, 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


  
BARBARA MIDDLETON  
POLK COUNTY CLERK

 FILED FOR RECORD  
2003 JUN 18 AM 9:45



June 24, 2003  
10:00 a.m.

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

**ADDENDUM to Posting # 2003-054**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for June 24, 2003 at 10:00 A.M.

**AMEND TO ADD;**

- 13. **CONSIDER APPROVAL OF PRECINCT 1 REQUEST TO DESIGNATE (.3374 MILE) CANDY LANE AS COUNTY MAINTAINED ROAD.**

Dated: Friday, June 20, 2003.

Commissioners Court of Polk County, Texas

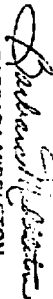
By: 

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 20, 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

PY  Deputy

  
BARBARA MIDDLETON  
POLK COUNTY CLERK

FILED FOR RECORD  
2003 JUN 20 PM 3:52

STATE OF TEXAS )  
COUNTY OF POLK )

VOL. 49 PAGE 481  
DATE: JUNE 24, 2003  
REGULAR SESSION  
Judge Thompson-Absent

**"COMMISSIONERS COURT"  
POSTING # 2003-054**

BE IT REMEMBERED ON THIS THE 24th DAY OF JUNE, 2003  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED  
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT,  
TO WIT;  
THE HONORABLE JAMES J. "Buddy" PURVIS - JUDGE PRO TEM, PRESIDING:  
BOB WILLIS-COMMISSIONER PCT#1, BOBBY SMITH-COUNTY COMMISSIONER  
PCT #2, C.T. "Tommy" OVERSTREET - COUNTY COMMISSIONER PCT #4,  
BARBARA MIDDLETON - 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 JAMES J. "Buddy" PURVIS AT 10:00 AM.  
OPENING PRAYER WAS GIVEN BY REV. KENNETH DARDEN, PASTOR OF  
MACEDONIA BAPTIST CHURCH - LIVINGSTON.
2. PUBLIC COMMENTS:
  - A. GERALD PROCTOR OF MAGNOLIA BEND GAVE REMARKS CONCERNING  
ITEM #6 - ON TODAY'S COURT AGENDA. HE IS OPPOSED TO THE  
ISSUANCE OF TAX NOTES AND THE LEVYING OF AD VALOREM TAXES  
FOR FIVE YEARS.
  - B. SHEP GREEN OF BIG THICKET LAKE ESTATES STATED THAT HE HAD  
BEEN ASKING (COMMISSIONERS COURT ) FOR HELP ON THEIR  
ROADS FOR OVER (30) YEARS AND THEY STILL HAVE NOT HAD ANY  
REPAIRS.
  - C. MIKE TEMPLETON ASKED COMMISSIONERS TO EXPLAIN HOW THE  
MONEY FROM THE SALE OF BONDS WILL BENEFIT THE COUNTY.  
HE ASKED HOW, WHAT, & WHERE THE MONEY WILL BE SPENT.  
COMMISSIONER SMITH EXPLAINED THAT THE (4) PRECINCTS WILL  
DIVIDE THE FUNDS ACCORDING TO THEIR LIST OF PROPOSED REPAIRS  
OF COUNTY ROADS. THE LIST MUST BE APPROVED BY THE  
COMMISSIONERS COURT AND WORK MAY COMMENCE ONLY AS THE  
AVAILABILITY OF FUNDS IS CERTIFIED BY THE COUNTY AUDITOR.
3. INFORMATIONAL REPORTS:
  - A. COMMISSIONER SMITH THANKED THE SHERIFF'S DEPARTMENT FOR  
HELP ON THEIR ANNUAL CLEAN-UP DAY LAST SATURDAY, JUNE 21th,  
IN ONALASKA. HE ALSO INVITED EVERYONE TO THE ANNUAL FOURTH  
OF JULY FIREWORKS AND CELEBRATION AT LAKESIDE MARINA. THE  
PROGRAM WILL START ABOUT 6:30 PM AND FIREWORKS WILL BE AT  
DARK. THERE WILL BE SHUTTLE BUSES TO TAKE EVERYONE FROM  
THE DESIGNATED PARKING AREAS TO THE MARINA, AS THERE WILL  
NOT BE ANY PARKING AT THE SITE.

4. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET TO APPROVE MINUTES OF THE REGULAR MEETING OF JUNE 13, 2003.  
ALL VOTING YES.
5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH TO APPROVE THE REQUEST FROM QUANTUM GEOPHYSICAL, INC. FOR PERMIT FOR CONDUCTING GEOPHYSICAL OPERATIONS IN POLK COUNTY RIGHT OF WAY, PRIMARILY IN THE SOUTHEAST PORTION OF THE COUNTY.  
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE AN "ORDER" AUTHORIZING THE ISSUANCE OF \$3,060,000.00 "POLK COUNTY, TEXAS TAX NOTES, SERIES 2003", LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTIES WITHIN THE COUNTY TO PAY THE PRINCIPAL OF AND INTEREST ON SAID NOTES AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; ENACTING PROVISIONS INCIDENTAL AND RELATED TO THE ISSUANCE OF SAID NOTES. THE LOWEST BID IS AWARDED TO FIRST SOUTHWEST COMPANY OF DALLAS AT AN INTEREST RATE OF 2.28992%, BASED UPON THE RECOMMENDATION OF BOB DOCKENS - COUNTY AUDITOR.  
ALL VOTING YES. (SEE ATTACHED)
7. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF BRUSH FIRE RESPONSE TRUCK/S TO BE ACQUIRED FOR VOLUNTEER FIRE DEPARTMENT/S THROUGH STATE FUNDING, PER BID SPECIFICATIONS REQUESTED BY CORRIGAN VFD.  
ALL VOTING YES.
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, APPROVAL TO ADVERTISE FOR BIDS FOR THE SALE OF A MILLER TILT TOP EQUIPMENT TRAILER, ROAD & BRIDGE PCT#4, AND APPROVE THE "ORDER" DECLARING SAID PROPERTY AS SURPLUS.  
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE BUDGET REVISIONS #2003-16 (A).  
ALL VOTING YES. (SEE ATTACHED)
10. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE BUDGET AMENDMENTS #2003-16.  
ALL VOTING YES. (SEE ATTACHED, INCLUDED WITH ITEM #9)

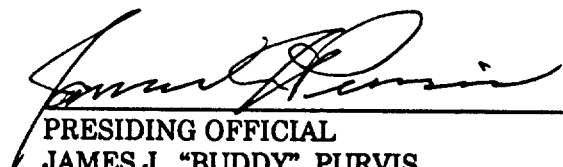
11. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET,  
APPROVAL AND PAYMENT OF BILLS BY SCHEDULE, PLUS ADDENDUM.  
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
6-06-2003	\$ 65,366.62	ACH - 338(FICA/ WH)
6-06-2003	212,389.59	ACH - 339 (PAYROLL)
6-06-2003	5,086.19	179509 - 179511
6-06-2003	6,437.96	179512 - 179529
6-06-2003	6,414.22	179530 - 179533
6-09-2003	43,044.37	179534 - 179572
6-17-2003	162,065.09	179573 - 179729
6-17-2003	12,449.89	179730 - 179748
6-24-2003	1,933.47	Addendum (To appear on future schedule)
Total	\$ 585,187.40	

12. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, APPROVAL OF  
PERSONNEL ACTION FORMS (REVISED) LIST.  
ALL VOTING YES. (SEE ATTACHED)

13. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE  
THE REQUEST OF PCT #1, TO DESIGNATE (.3374 mile) OF CANDY LANE  
AS COUNTY MAINTAINED ROAD.  
ALL VOTING YES.

14. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO  
ADJOURN COURT THIS 24<sup>th</sup> DAY OF JUNE, 2003 AT 10:30 A.M.  
ALL VOTING YES.

  
PRESIDING OFFICIAL  
JAMES J. "BUDDY" PURVIS  
COUNTY COMMISSIONER, PRECINCT #3

ATTEST:

  
BARBARA MIDDLETON, COUNTY CLERK

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*Item #5*

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COPY

**Quantum Geophysical, Inc.**  
**(Field Office)**  
**114 W. Church Street**  
**Livingston, Texas 77351**

PHONE 936-327-7745 FAX 936-327-7783

**PERMIT FOR CONDUCTING GEOPHYSICAL OPERATIONS  
IN POLK COUNTY ROAD RIGHTS OF WAY**

TO: QUANTUM GEOPHYSICAL, INC.  
114 W. CHURCH STREET  
LIVINGSTON, TEXAS 77351

PERMIT NUMBER: \_\_\_\_\_

Gentlemen,

You are hereby granted authority to conduct geophysical operations. You are also granted the right to lay source/energy lines and receiver/geophone cable lines (hereafter collectively called "cables") within County owned rights-of-way in the unincorporated areas of Polk County, Texas. Your authority is granted under the following terms, limitations and conditions:

1. The rights-of-way located in the unincorporated areas you are authorized to Conduct your activities upon are those within the boundaries of attached map of the Knight Extension 3-D prospect.
2. The County gives no warranties, express or implied, that it is the owner of any real property being permitted herein. You are required to satisfy yourself as to such ownership.
3. Cables placed on the pavement within rights-of-way must be arranged so they do Not create a hazardous condition or rumble strip effect. All cables must be securely anchored to the roadway with materials (e.g. duct tape) which will not damage and/or puncture the pavement. Nails, spikes and similar tools used for anchors will be placed beyond the pavement edge when at all possible.
4. Any cables placed on a County roadway or upon another County owned site must Be properly secured so they do not create a hazardous condition for any individual using the premises.

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- 5. Adequate signs, barricades, flares, flagmen, etc., shall be maintained as necessary to protect the traveling public. Complete compliance with the Texas manual on Uniform Traffic Control Devices is mandatory.
- 6. Operations must not interfere with the free and safe flow of traffic. When Operations are immediately adjacent to the pavement, all equipment must be parked and/or operated on one side of the road only.
- 7. All rights-of-way, parks and other locations will be restored to their original Condition, free on any damage, including ruts or any injury to vegetation.
- 8. Work shall begin at the intersection of Highway 90 and Village Cutoff Road approx. in July and continue over the next year. Surveyors will be installing stakes and ribbons in this area first and then cable crews will begin laying out temporary surface cables on or about September 1, 2003. The work shall progress over the entire 147 square mile program with the majority of the work being done on private landowners.
- 9. There shall be no payment for this work permit.
- 10. Quantum Geophysical, Inc. does hereby agree to indemnify and hold Polk County Harmless from all liability and claims, if any, that may result from the operations Conducted under this permit.
- 11. It is understood and agreed that locations of operations represented on exhibits And maps are subject to change where obstructions or hazards necessitate same, or to minimize the impact upon the area of testing and that the exhibits or maps may be amended to add or delete certain tracts by providing prior notice of same to the Commissioners' Court of Polk County, Texas. Any tracts or rights-of-way added to the operations in this manner are subject to the same limitations and conditions as provided herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ .

**Commissioners' Court of  
Polk County, Texas**

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

**Quantum Geophysical, Inc.**

By: \_\_\_\_\_

**Royce Hammer  
Project Manager**



*Item #6*

**AN ORDER AUTHORIZING THE ISSUANCE OF \$3,060,000 "POLK COUNTY, TEXAS TAX NOTES, SERIES 2003"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE COUNTY TO PAY THE PRINCIPAL OF AND INTEREST ON SAID NOTES AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID NOTES**

WHEREAS, Polk County, Texas needs to construct road improvements and purchase road building materials; and

WHEREAS, the County passed a declaration of intent on April 8, 2003 to provide for reimbursement to the general fund of expenditures the County would make prior to the date of this order, and pursuant to such declaration of intent, the County has expended \$\_\_\_\_\_ related to the items set forth in the declaration related to construction of road improvements and purchase road building materials, and the County intends to reimburse its general fund for such amount from the proceeds of the notes authorized by this order; and

WHEREAS, Chapter 1431, Texas Government Code (the "Act"), authorizes counties to issue anticipation notes the proceeds of which may be used to (1) pay a contractual obligation incurred or to be incurred for the construction of any public work; (2) pay a contractual obligation incurred or to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, lands, and rights-of-way for an issuer's authorized needs; (3) pay a contractual obligation incurred or to be incurred for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, mapmakers, auditors, financial advisors, and fiscal agents; (4) pay operating expenses or current expenses; or (5) fund the issuer's cumulative cash flow deficit; and

WHEREAS, the County needs to construct road improvements within the County, purchase road building materials and pay costs of issuance, and the cost of such items will be \$3,060,000; and

WHEREAS, the County Auditor has recommended that the Commissioners Court issue anticipation notes in connection with the construction of road improvements within the County, purchase of road building materials and the payment of costs of issuance; and

WHEREAS, on the 24th day of June, 2003, the Commissioners Court of Polk County, Texas (the "Issuer" or the "County"), convened at 10:00 a.m. and considered passage of an order authorizing the issuance of said anticipation notes (the "Order"); and

WHEREAS, the Issuer has determined that the anticipation notes should be sold for cash in accordance with the provisions of Chapter 1431.010, Texas Government Code; and

WHEREAS, this Issuer hereby finds and determines that anticipation notes in the par amount of \$3,060,000 should be issued at this time; and

WHEREAS, the Issuer desires to issue notes under the Act the proceeds of which are to be used for the purposes described below.

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS THAT:

Section 1. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Commissioners Court" means the Commissioners Court of the County.

"Construction Fund" means the construction fund established by Section 8 of this Order.

"County" means Polk County, Texas.

"Date of Delivery to Initial Purchaser" means the date the Notes are delivered to the Initial Purchaser.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Notes.

"Initial Note" means the initial note described in Sections 4 and 6 of this Order.

"Initial Purchaser" means \_\_\_\_\_, the initial purchaser of the Notes.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 7 of this Order.

"Interest Payment Date" means the date or dates upon which interest on each Note is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2004.

"Note" or "Notes" means the Notes authorized to be issued by Section 2 of this Order and designated as "Polk County, Texas Tax Notes, Series 2003," in the aggregate principal amount of \$3,060,000, and includes all substitute Notes exchanged therefor, as well as all other substitute Notes and replacement Notes issued pursuant to this Order.

"Paying Agent/Registrar" means initially The Bank of New York Trust Company of Florida, N.A., or any successor thereto as provided in this Order.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 5 of this Order.

"Registered Owner" means the person who is the registered owner of a Note or Notes, as shown in the Register.

Section 2. AUTHORIZATION, AMOUNT AND PURPOSE OF NOTES. The Issuer's Tax Notes (the "Notes") are hereby authorized to be issued in the aggregate principal amount of \$3,060,000 for the purpose of paying contractual obligations incurred for the construction of road improvements, purchase of road building materials, and the payment of costs of issuance.

Section 3. DESIGNATION. The Notes shall be designated as the "Polk County, Texas Tax Notes, Series 2003."

Section 4. GENERAL TERMS AND PROVISIONS OF NOTES. (a) Dates, Denominations, Maturities and Interest Rates. There shall be issued, sold, and delivered registered Notes, without interest coupons, dated as of July 1, 2003 (which date shall be the Issue Date noted on the Notes), in the respective denominations and principal amounts hereinafter stated, numbered separately from R-1 upward, payable to the respective Registered Owners thereof, except the Initial Note which shall be numbered I-1 and registered in the name of the Initial Purchaser (as designated in Section 18 hereof), or to the registered assignee or assignees of said Notes or any portion or portions thereof (in each case, the "Registered Owner"), and the Notes shall mature serially and be payable on February 15 in each of the years and in the respective amounts as set forth below and the Notes shall bear interest from the Date of Delivery to Initial Purchaser to their respective dates of maturity at the following rates per annum based upon a 360-day year of twelve 30-day months:

<u>Maturity Date</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2005	\$ 55,000	____%
2006	680,000	____%
2007	1,120,000	____%
2008	1,205,000	____%

(b) Optional Redemption.

The Notes are not subject to redemption prior to their stated maturities.

(c) Unclaimed Amounts.

Any money deposited with the Paying Agent/Registrar for the payment of the principal of, premium, if any, or interest on any Note will be subject to the unclaimed property laws of the State of Texas. If any security or interest check shall not be presented for payment within three (3) years following the stated maturity, the amount shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. Once the Paying Agent/Registrar has complied with the applicable unclaimed property law, the Holder of such Security shall thereafter look only to the procedures in the unclaimed property law for payment thereof, and all liability of the Paying Agent/Registrar with respect to such money shall thereupon cease.

Section 5. CHARACTERISTICS OF THE NOTES. (a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the Designated Payment/Transfer Office of The Bank of New York Trust Company of Florida, N.A., Jacksonville, Florida (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion, and exchange of the Notes (the "Register"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. Attached hereto as Exhibit A is a copy of the Paying Agent/Registrar Agreement between the Issuer and the Paying Agent/Registrar which is hereby approved in substantially final form, and the County Judge and County Clerk of the Issuer are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

(b) Payment of Notes and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Notes.

(c) In General. The Notes (i) shall be issued in the principal amount of \$5,000 or any integral multiple thereof, (ii) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (iii) may not be redeemed prior to their scheduled maturities, (iv) may be transferred and assigned, (v) may be converted and exchanged for other Notes, (vi) shall have the characteristics, (vii) shall be signed, sealed, executed, and authenticated, (viii) shall be payable as to the principal and interest, and (ix) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Order. The Notes initially issued and delivered pursuant to this Order (on which is printed or to which Notes is attached the Registration Certificate of the Comptroller of Public Accounts) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or Interest Payment Date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. (i) The definitive Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof. Upon initial issuance, the ownership of each such Note shall be registered in the name of Cede

& Co., as nominee of DTC, and except as provided in Section 5(f) hereof, all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(ii) With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Notes, except as provided in this Order. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute Owner of such Note for the purpose of payment of principal of, premium, if any, and interest on the Notes, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the Issuer to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the Issuer, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Notes that they be able to obtain certificated Notes, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more

separate Notes to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts, as identified by DTC. In such event, the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Notes, and all notices with respect to such Notes, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. FORMS. (a) Forms Generally. The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Authentication Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Section, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Issuer or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Placement of Text. Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) Definitive Notes. The Notes shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

(d) Initial Note. The Initial Note submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) Form of the Notes. The form of the Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Authentication Certificate of Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Order.





2003 (the "Order"), in the original aggregate principal amount of \$3,060,000 for the purpose of paying contractual obligations incurred for the construction of road improvements, purchase of road building materials, and the payment of costs of issuance, by virtue of the laws of the State of Texas, including particularly Chapter 1431, Texas Government Code.

THE NOTES are issued pursuant to the Order whereunder the Commissioners Court of the County has levied a continuing, direct, annual ad valorem tax on taxable property within the County, within the limits prescribed by law, for each year while any part of the Notes are considered outstanding under the provisions of the Order, in sufficient amount to pay interest on each Note as it becomes due, to provide a sinking fund for the payment of the principal of the Notes when due, and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Order for provisions with respect to the custody and application of the County's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owner. By acceptance of this Note, the Registered Owner consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County Clerk.

THE NOTES ARE NOT SUBJECT TO REDEMPTION PRIOR TO THEIR STATED MATURITIES.

THIS NOTE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If this Note is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner, or his authorized representative, subject to the terms and conditions of the Order. If this Note is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Registered Owner of this Note shall be deemed and treated by the County and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Note to the extent of such payment, and the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ANY ACCRUED INTEREST DUE at maturity of this Note or upon redemption thereof prior to maturity as herein provided shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Note that on or before each principal payment date, Interest Payment Date, and accrued Interest Payment Date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

**IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.**

**ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Order, this Note, or any unredeemed portion hereof, may, at the request of the Registered Owner, or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee, or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee, or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The person requesting such transfer and exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Note or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the person requesting such assignment, transfer, or exchange, as a condition precedent to the exercise of such privilege. The foregoing notwithstanding, in the case of the exchange of a portion of a Note which has been redeemed prior to maturity, as provided herein, and in the case of the exchange of an assigned and transferred Note or Notes or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the County.**

**IN THE EVENT OF A NON-PAYMENT OF INTEREST on a scheduled payment date and for 30 days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the**

payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Registered Owner appearing on the Register of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Notes in order to render the same legal, valid, and binding obligations of the County have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Notes by the levy of a continuing, direct, annual ad valorem tax upon taxable property within the County, within the limits prescribed by law; and that issuance of the Notes does not exceed any constitutional or statutory limitation.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Note and the Order constitute a contract between each Registered Owner and the County.

IN WITNESS WHEREOF this Note has been signed with the manual or facsimile signature of the County Judge of the County, countersigned with the manual or facsimile signature of the County Clerk of the County, registered by the County Treasurer of the County, and the official seal of the Commissioners Court of the County has been duly impressed, or placed in facsimile, on this Note.

POLK COUNTY, TEXAS

COUNTERSIGNED:

\_\_\_\_\_  
County Clerk  
Polk County, Texas

\_\_\_\_\_  
County Judge  
Polk County, Texas

REGISTERED:

\_\_\_\_\_  
County Treasurer  
Polk County, Texas

[COMMISSIONERS COURT SEAL]

FORM OF REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS\*

\*Print on or attach to Initial Note only

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_  
STATE OF TEXAS:

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Note has been issued in conformity with the laws of the State of Texas and is a valid and binding obligation of Polk County, Texas, and further that this Note has been registered this day by me.

WITNESS my signature and seal of office this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts of  
the State of Texas

FORM OF AUTHENTICATION CERTIFICATE\*\*

\*\*Print on Definitive Notes only

AUTHENTICATION CERTIFICATE

This Note is one of the Notes described in and delivered pursuant to the within-mentioned Order, and this Note has been issued in conversion of and exchanged for, or replacement of, a Note, Notes, or a portion of a Note or Notes, which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK TRUST COMPANY  
OF FLORIDA, N.A.  
Jacksonville, Florida

Registration Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto \_\_\_\_\_  
\_\_\_\_\_  
(Please print or typewrite name and address, including zip code, of Transferee) (Please insert Social Security or Taxpayer Identification Number)  
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ attorney, to register the transfer of the within Note on the books  
kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be  
guaranteed by an eligible  
guarantor institution as  
defined by SEC Rule 17Ad-15  
(17 CFR 240-17Ad-15).

\_\_\_\_\_  
NOTICE: The signature above  
must correspond with the name  
of the Registered Owner as it  
appears upon the front of this  
Note in every particular, with-  
out alteration or enlargement or  
any change whatsoever.

(f) Form of Initial Note. The Initial Note shall be in the form set forth in  
subsection (e) of this Section, except the following shall replace the heading and the first  
paragraph:

NO. I-1

\$3,060,000

United States of America

State of Texas  
 POLK COUNTY, TEXAS  
 TAX NOTE  
 SERIES 2003

Issue Date: July 1, 2003

Date of Delivery to Initial Purchaser: \_\_\_\_\_

Registered Owner:

Principal Amount: THREE MILLION SIXTY THOUSAND DOLLARS

POLK COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assigns (the "Registered Owner"), on February 15 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

<u>YEARS OF STATED MATURITIES</u>	<u>PRINCIPAL INSTALLMENTS</u>	<u>INTEREST RATES</u>
2005	\$ 55,000	_____ %
2006	680,000	_____ %
2007	1,120,000	_____ %
2008	1,205,000	_____ %

upon presentation and surrender of this Note to The Bank of New York Trust Company of Florida, N.A., or its successor (the "Paying Agent/Registrar"), at its Designated Payment/Transfer Office in Jacksonville, Florida, the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Date of Delivery to Initial Purchaser or the most recent date to which interest has been paid or duly provided for. Interest on this Note is payable by check on February 15, 2004 and on each August 15 and February 15 thereafter, mailed to the Registered Owner of record as shown on the Register kept by the Paying Agent/Registrar, as of the date which is the last business day of the month next preceding the Interest Payment Date (the "Record Date"), or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar.

Section 7. INTEREST AND SINKING FUND. The "Polk County, Texas Tax Notes, Series 2003 Interest and Sinking Fund" (the "Interest and Sinking Fund"), is hereby authorized and shall be established and maintained in a depository bank of the Issuer, so long as the Notes, or interest thereon, are outstanding and unpaid for the purpose described in Section 9.

Section 8. CONSTRUCTION FUND. (a) Establishment of Construction Fund. A special fund or account, to be designated the "Polk County, Texas Tax Notes, Series 2003 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the Issuer at the official Issuer depository. The Construction Fund shall be kept separate and apart from all other funds and accounts of the Issuer. The proceeds from the sale of the Notes shall be deposited in the Construction Fund and payments from the Construction Fund shall be made as provided below.

(b) Payments from Construction Fund. Payments from the Construction Fund shall be made solely for the purpose of paying contractual obligations incurred for the construction of road improvements, purchase of road building materials, and the payment of costs of issuance.

(c) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.

Section 9. TAX LEVY. During each year while any of the Notes are outstanding and unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Notes are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Notes, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

Section 10. EFFECT OF PLEDGE. Chapter 1208, Government Code, applies to the issuance of the Notes and the pledge of the taxes granted by the Issuer under Section 9 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 9 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Notes the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 11. SECURITY FOR FUNDS. All Funds created by this Order shall be secured in the manner and to the fullest extent permitted or required by law for the security

of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Order.

**Section 12. DISCHARGE AND DEFEASANCE OF NOTES.** (a) If the County shall pay or cause to be paid, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Notes, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at the stated maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the County, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the stated maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the County, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the stated maturity of the Notes or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Notes that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Notes for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Notes immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of



the exercise of the option to redeem the defeased Notes, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Notes.

(b) The term "Government Securities" means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

Section 13. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.

(a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Note of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section 13, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on this Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section 13.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such

Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section 13 by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute an obligation of the Issuer whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Notes duly issued under this Order.

(e) Authority for Issuing Replacement Notes. In accordance with Chapter 1431, Texas Government Code, this Section 13 of this Order shall constitute authority for the issuance of any such replacement Note without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 5(a) of this Order for Notes issued in conversion and exchange of other Notes.

Section 14. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL OPINION, CUSIP NUMBERS, STATEMENT OF INSURANCE. The County Judge is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The legal opinion of the Issuer's Bond Counsel, and the assigned CUSIP numbers may, at the option of the Issuer, be printed on or attached to the Notes issued and delivered under this Order, but none of such opinion, statement, or number shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Notes. A statement relating to a municipal bond insurance policy, if any, to be issued for the Notes may be printed on each Note.

Section 15. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees that in the event of default in payment of principal of or interest on any of the Notes when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or defaults in the observance of performance of any other of the contracts, covenants, conditions, or obligations set forth in this Order or in the Notes, the following remedies shall be available:

(a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and the officials thereof to observe and perform the contracts, covenants, obligations, or conditions prescribed in this Order; and

(b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 16. FEDERAL TAX COVENANTS.

(a) The Issuer hereby represents that the proceeds of the Notes are needed at this time for the purposes specified in Section 2 hereof; that based on current facts, estimates and circumstances, it is reasonably expected that final disbursement of the proceeds of the Notes will occur within three years after the closing date, that substantial binding obligations to commence such acquisitions will be incurred within six months of the closing date and that the accomplishment of the projects for which the Notes are hereby issued will proceed with due diligence to completion; that it is not reasonably expected that the proceeds of the Notes or money deposited in the Interest and Sinking Fund will be used or invested in a manner that would cause the Notes to be or become "arbitrage bonds," within the meaning of Section 148 of the Code; and that, except for the Interest and Sinking Fund, no other funds or accounts have been established or pledged to the payment of the Notes.

(b) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of the Notes or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, which act or omission based upon the facts, estimates, and circumstances known on the closing date, would result in constituting the Notes "arbitrage bonds," within the meaning of Section 148 of the Code, and the Issuer will not take any deliberate action motivated by arbitrage that would have such result.

(c) The Issuer will comply with the provisions of Section 148(f) of the Code (relating to paying certain excess earnings of investment proceeds of the Notes to the United States) and the regulations promulgated thereunder.

(d) The Issuer will not take any action or fail to take any action which act or omission would result in the interest on the Notes being includable in gross income for federal tax purposes.

(e) The Issuer will not take any action or fail to take any action which act or omission would result in the Notes being treated as "private activity bonds" within the meaning of Section 141(a) of the Code.

(f) The Issuer will not take any action or fail to take any action which act or omission would result in the Notes being treated as "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) Proper officers of the Issuer charged with the responsibility of issuing the Notes are hereby directed to make, execute and deliver certifications as to facts, estimates

and circumstances in existence as of the closing date and stating whether there are any facts, estimates or circumstances that would materially change the Issuer's current expectations.

(h) The covenants and representations made or required by this Section are for the benefit of the Owners and may be relied upon by the Owners and Bond Counsel for the Issuer.

It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In furtherance of such intention, the Issuer hereby authorizes and directs the County Judge and County Auditor to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code.

Section 17. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Issuer hereby designates the Notes as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants, and warrants the following: (a) during the calendar year in which the Notes are issued, the Issuer (including any subordinate entities) has not designated nor will designate bonds or other obligations, which when aggregated with the Notes, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the Issuer reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year in which the Notes are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and (c) the Issuer will take such action or refrain from such action as necessary in order that the Notes will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 18. SALE OF NOTES. The Notes have been duly advertised for public sale; bids have been received pursuant thereto; and the Notes are hereby sold and shall be delivered to \_\_\_\_\_ (the "Initial Purchaser"), at a price of 100% of par plus accrued interest, being the best bid submitted at the public sale. The Initial Note shall be registered in the name of \_\_\_\_\_. Delivery of said Notes shall be made to such Initial Purchaser as soon as practicable after the adoption of this Order and upon payment for said Notes. The County Judge and other appropriate officials are

hereby authorized and directed to execute such Official Bid Form on behalf of the Issuer, and the County Judge and all other officers, agents and representatives of the Issuer are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Notes.

Section 19. USE OF PROCEEDS. The Issuer hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

Section 20. APPROVAL OF OFFICIAL STATEMENT. The form and substance of the Official Statement for the Notes and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The County Judge and the County Clerk are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Initial Purchaser. The use and distribution of the Preliminary Official Statement by the Issuer's Financial Advisor, Coastal Securities, and the Initial Purchaser, is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the Commissioners Court. The Initial Purchaser is hereby authorized to use and distribute the Official Statement in reoffering, sale, and delivery of the Notes to the public. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 21. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS. The County Judge, County Clerk, County Treasurer and County Auditor, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal of the Commissioners Court and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Notes, the Official Statement, and the Paying Agent/Registrar Agreement.

Section 22. CONTINUING DISCLOSURE UNDERTAKING.

(a) The offering of the Notes qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) regarding the County's continuing disclosure obligations because the County has not issued more than \$10,000,000 in aggregate amount of outstanding bonds and no person is committed by contract or other arrangement with respect to payment of the Notes.

(b) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

"SID" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

(c) Updated Information and Data. The County will provide to any person, upon request made to the County in writing, financial information and operating data which is customarily prepared by the County and is publicly available. The information to be updated includes all quantitative financial information and operating data of the general type included in the Official Statement in Appendix B. The County will update and provide this information to any person within 6 months after the end of each fiscal year ending in or after 2003, unless the County has provided such information to the SID in the preceding 12 months.

(d) Material Event Notices. The Issuer shall notify any SID and each NRMSIR, in a timely manner, of any of the following events with respect to the Notes, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Notes;
7. Modifications to rights of holders of the Notes;
8. Bond calls;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes; and
11. Rating changes.

The County shall notify any SID and each NRMSIR, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (c) of this Section by the time required by such Section.

(e) Limitations, Disclaimers, and Amendments. The Issuer shall be obligated to observe and perform the covenants specified in this Section with respect to the Issuer and the Notes while, but only while, the Issuer remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the Issuer in any event will give notice required by subsection (c) of this Section of any bond calls and defeasance that cause the Issuer to no longer be such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and Beneficial Owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Issuer or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Notes. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 23. INCORPORATION OF RECITALS. The Issuer hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Issuer hereby incorporates such recitals as a part of this Order.

Section 24. EFFECTIVE DATE. This Order shall take effect and be in full force and effect upon and after its passage.

*[The remainder of this page intentionally left blank.]*



PASSED AND APPROVED this \_\_\_\_ day of June, 2003.

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County Judge  
Polk County, Texas

ATTEST:

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County Clerk  
Polk County, Texas

[COMMISSIONERS COURT SEAL]

[SIGNATURE PAGE]

EXHIBIT A

Form of Paying Agent/Registrar Agreement

Item #8



**ORDER**

**OF THE POLK COUNTY COMMISSIONERS COURT**

Designating Surplus Property to be disposed through Competitive Bid.

**WHEREAS**, in a regular meeting of the Polk County Commissioners Court held June 24, 2003, one (1) Miller Tilt Top Equipment Trailer, Serial #1192, Asset # 2479, Precinct 4, was determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.152.

**THEREFORE**, the aforementioned item is hereby designated as Surplus Property of the County and shall be disposed of by Competitive Bid.

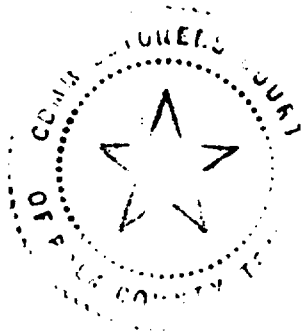
John P. Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on July 23, 2002.

**IN WITNESS WHEREOF**, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification.

(Seal)



Barbara Middleton, County Clerk  
Polk County, Texas

*Item # 9 & 10*

(CORRECTED)

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	52,000.00
015 ROAD & BRIDGE ADM	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS  
 COUNTY AUDITOR

JOHN P. THOMPSON  
 COUNTY JUDGE

*FY #2003-16a*  
*and #2003-16*

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2003 010-271-000	FUND BALANCE	06/17/2003	2K3-16	27,272.27	53,272.27	UNBUDGETED FUNDS PER JUDGE	26,000.00	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES			
2003 010-330-560	SHERIFF'S DEPT - F	06/17/2003	2K3-16	.00	2,312.50	CK FROM U.S. TREASURY;GRANT	2,312.50	K
2003 010-330-693	DETCOG ENFORCEMENT	06/17/2003	2K3-16	19,583.07	19,583.07	CK FROM DETCOG;FIRE MARSHAL	955.26	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES		3,267.76	
2003 010-340-551	CONSTABLE PCT 1-MA	06/17/2003	2K3-16	.00	188.00	FUNDS FROM CONSTABLE #1 FIN	188.00	K
2003 010-340-551	CONSTABLE PCT 1-MA	06/24/2003	2K3-16	188.00	.00	DELETE BUDGET AMENDMENT	188.00	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-342-600	INSURANCE CLAIMS	06/17/2003	2K3-16	8,940.80	8,940.78	CK FROM TAC;SHERIFF'S WRECK	849.98	K
2003 010-342-600	INSURANCE CLAIMS	06/17/2003	2K3-16	8,940.78	10,595.78	CK FROM TAC;TAX OFFICE WRECK	1,655.00	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES		2,504.98	
2003 010-370-350	DUNBAR MONIES	06/17/2003	2K3-16	.00	2,500.00	PER DON MAXWELL;WORK ON DUN	2,500.00	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES		2,500.00	
2003 010-426-400	ATTORNEY FEES - CO	06/17/2003	2K3-16	50,000.00	74,000.00	UNBUDGETED FUNDS PER JUDGE	24,000.00	K
2003 010-426-485	JURY FEES	06/17/2003	2K3-16	4,000.00	6,000.00	UNBUDGETED FUNDS PER JUDGE	2,000.00	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES		26,000.00	
2003 010-499-330	FURNISHED TRANSPOR	06/17/2003	2K3-16	1,300.00	2,955.00	CK FROM TAC;TAX OFFICE WRECK	1,655.00	K
2003 010-511-450	REPAIR/REPLACEMENT	06/17/2003	2K3-16	96,215.00	98,715.00	PER DON MAXWELL;WORK ON DUN	2,500.00	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES		2,500.00	
2003 010-512-300	UNIFORMS	06/17/2003	2K316A	5,500.00	4,500.00	REQUEST PER WYATT COOKSEY;T	1,000.00	K
2003 010-512-342	LAUNDRY SUPPLIES	06/17/2003	2K316A	5,500.00	4,500.00	REQUEST PER WYATT COOKSEY;T	1,000.00	K
2003 010-512-391	MEDICAL SUPPLIES/S	06/17/2003	2K316A	75,000.00	81,000.00	REQUEST PER WYATT COOKSEY;T	6,000.00	K
2003 010-512-426	TRAVEL - TRANSPORT	06/17/2003	2K316A	15,135.20	14,135.20	REQUEST PER WYATT COOKSEY;T	1,000.00	K
2003 010-512-427	TRAVEL/TRAINING	06/17/2003	2K316A	5,500.00	4,500.00	REQUEST PER WYATT COOKSEY;T	1,000.00	K
2003 010-512-572	OFFICE FURNISHINGS	06/17/2003	2K316A	1,000.00	.00	REQUEST PER WYATT COOKSEY;T	1,000.00	K
2003 010-512-574	JAIL BEDDING, ETC	06/17/2003	2K316A	3,000.00	2,000.00	REQUEST PER WYATT COOKSEY;T	1,000.00	K
			TOTAL AMENDMENTS	7	TOTAL CHANGES		.00	
2003 010-551-351	MARINE EQUIPMENT E	06/17/2003	2K3-16	.00	188.00	FUNDS FROM CONSTABLE #1 FIN	188.00	K
2003 010-551-351	MARINE EQUIPMENT E	06/24/2003	2K3-16	188.00	.00	DELETE BUDGET AMENDMENT	188.00	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-560-300	UNIFORMS	06/17/2003	2K3-16	11,688.00	14,000.50	CK FROM U.S. TREASURY;GRANT	2,312.50	K
2003 010-560-450	REIMB INS VEHICLE	06/17/2003	2K3-16	6,678.62	7,528.60	CK FROM TAC;SHERIFF'S WRECK	849.98	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES		3,162.48	
2003 010-645-426	TRAVEL/TRAINING	06/17/2003	2K316A	900.00	740.00	REQUEST PER BARBARA HAYES;O	160.00	K
2003 010-645-450	BUILDING MAINTENAN	06/17/2003	2K316A	.00	160.00	REQUEST PER BARBARA HAYES;O	160.00	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2003 010-697-573	SOCIAL OUTLAY	06/17/2003	2K3-16	18,627.81	19,583.07	CK FROM DETCOG;FIRE MARSHAL	955.26	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES		955.26	
2003 015-369-200	CULVERT/MATERIAL R	06/17/2003	2K3-16	21,484.90	27,919.57	CK FROM CITY OF ONALASKA;PE	6,434.67	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES		6,434.67	

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2003 015-620-621	PERMANENT ROAD EXPENDITURES	06/17/2003	2K3-16	52,400.00	50,000.00	2,400.00-	CORRECT AMENDMENT 2K3-07,WR K	K
			TOTAL AMENDMENTS	1	TOTAL CHANGES	2,400.00-		
2003 015-621-339	CONSTRUCTION CONTR	06/17/2003	2K3-16	69,605.05	72,005.05	2,400.00	CORRECT AMENDMENT 2K3-7;NRO K	K
2003 015-621-354	TIRES/TUBES	06/17/2003	2K316A	12,000.00	11,650.00	350.00-	REQUEST PER COMM WILLIS/TRP K	K
2003 015-621-461	EQUIPMENT RENTAL	06/17/2003	2K316A	4,400.00	4,750.00	350.00	REQUEST PER COMM WILLIS/TRP K	K
	PRECINCT #1 - EXPENSE SUMMARY		TOTAL AMENDMENTS	3	TOTAL CHANGES	2,400.00		
2003 015-622-339	CONSTRUCTION CONTR	06/17/2003	2K3-16	123,268.72	129,703.39	6,434.67	CK FROM CITY OF ONALASKA,PE K	K
	PRECINCT #2 - ROAD & BRIDGE		TOTAL AMENDMENTS	1	TOTAL CHANGES	6,434.67		
2003 015-624-337	MATERIAL/SUPPLIES	06/17/2003	2K316A	6,575.00	6,025.05	549.95-	REQUEST PER COMMISSIONER OV K	K
2003 015-624-571	ROAD MACHINERY & E	06/17/2003	2K316A	.00	549.95	549.95	REQUEST PER COMMISSIONER OV K	K
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		

## SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	42,596.97
015	ROAD & BRIDGE ADM	10,399.25
027	SECURITY	265.63
048	DISTRICT ATTY SPECIAL FUND	87.38
051	AGING	1,419.66
083	MUSEUM OPERATING FUND	82.52
101	ADULT SUPERVISION	6,230.31
108	CCP - SURVEILLANCE	693.16
109	SPECIALIZED CASELOAD CCP	371.84
184	JUVENILE PROBATION	877.90
185	CCAP - JUVENILE PROBATION	2,342.00
TOTAL OF ALL FUNDS		65,366.62

ACH 338

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ACH 339

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	136,161.12
015 ROAD & BRIDGE ADM	35,968.75
027 SECURITY	1,092.33
048 DISTRICT ATTY SPECIAL FUND	450.82
051 AGING	6,238.19
083 MUSEUM OPERATING FUND	345.53
101 ADULT SUPERVISION	18,921.71
108 CCP - SURVEILLANCE	1,902.83
109 SPECIALIZED CASELOAD CCP	1,161.13
184 JUVENILE PROBATION	2,498.83
185 CCAP - JUVENILE PROBATION	7,648.35
TOTAL OF ALL FUNDS	212,389.59

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 519

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	4,590.19
088 JUDICIARY FUND	496.00
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TOTAL OF ALL FUNDS	5,086.19

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

\_\_\_\_\_

COUNTY JUDGE

*John P. Thompson*

## SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,206.43
015 ROAD & BRIDGE ADM	728.31
027 SECURITY	30.00
101 ADULT SUPERVISION	1,419.45
108 CCP - SURVEILLANCE	350.50
184 JUVENILE PROBATION	125.00
185 CCAP - JUVENILE PROBATION	578.27
TOTAL OF ALL FUNDS	6,437.96

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	4,777.23
015 ROAD & BRIDGE ADM	923.87
101 ADULT SUPERVISION	303.52
108 CCP - SURVEILLANCE	68.00
184 JUVENILE PROBATION	64.00
185 CCAP - JUVENILE PROBATION	277.60
TOTAL OF ALL FUNDS	6,414.22

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	38,554.60
015 ROAD & BRIDGE ADM	2,040.52
027 SECURITY	60.00
049 DISTRICT ATTY HOT CHECK FUND	13.50
051 AGING	1,988.60
088 JUDICIARY FUND	373.65
093 CO CLERK RECORDS MGMT FUND	13.50
-----	
TOTAL OF ALL FUNDS	43,044.37

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	105,081.14
011 HOTEL OCCUPANCY TAX FUND	2,000.00
015 ROAD & BRIDGE ADM	47,276.81
027 SECURITY	15.67
049 DISTRICT ATTY HOT CHECK FUND	489.01
051 AGING	2,969.87
088 JUDICIARY FUND	251.60
090 DRUG FORFEITURE FUND	2,091.36
093 CO CLERK RECORDS MGMT FUND	800.00
094 COUNTY RECORDS MGMT FUND	1,089.63
<b>TOTAL OF ALL FUNDS</b>	<b>162,065.09</b>

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

B. L. DOCKENS

COUNTY AUDITOR

*B. L. Dockens*

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	12,449.89
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TOTAL OF ALL FUNDS	12,449.89

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

B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON

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COUNTY JUDGE



Addendum Schedule of Bills for Court Dated JUN 24 2003  
FY-03

Vendor	Amount	Explanation
OFFICE OF SECT. OF STATE	\$ 170.00	R&B#3
PURVIS/ JAMES J	\$ 331.68	COUNTY CLERK
SMITH/ BOBBY	\$ 65.55	R&B#2
THOMPSON/ JOHN P.	\$ 445.73	COUNTY JUDGE
THOMPSON/ JOHN P.	\$ 151.24	COMMISSIONERS COURT
THOMPSON/ JOHN P.	\$ 32.77	COMMISSIONERS COURT
THOMPSON/ JOHN P.	\$ 309.12	COMMISSIONERS COURT
THOMPSON/ JOHN P.	\$ 427.38	COUNTY JUDGE
TOTAL	\$ 1,933.47	



*Admitt #12*

DATE: JUNE 14, THROUGH JUNE 24, 2003

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP &	ACTION TAKEN
(1)	EARL RAY HUDSON	JAIL	#1055 CORRECTIONS OFFICER	REGULAR	13/01 \$20,353.23	RE-HIRE EFFECTIVE 06/28/03
(2)	JUDGE EARNEST TOLAR	RAB #4	#0108 HEAVY EQUIPMENT OPERATOR	REGULAR	16/(-01) \$22,466.16	RE-EVALUATE TO BEGINNING LEVEL OF GROUP/STEP (16/01) EFFECTIVE 08/18/2003
(3)	SHARON JORDAN	COUNTY CLERK	#0104 CHIEF DEPUTY CLERK	REGULAR	16/05 \$26,053.86	MERIT INCREASE TO 16/7 \$27,372.83 EFFECTIVE 08/18/2003
(4)	EULA MAE CHERRY	COUNTY CLERK	#0105 DEPUTY CLERK	REGULAR	11/01 \$19,439.02	MERIT INCREASE TO 11/3 \$19,372.50 EFFECTIVE 08/18/2003
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
(11)						
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