



# POLK COUNTY COMMISSIONERS COURT

August 24, 2004

10:00 A.M.

2004-074

Polk County Courthouse, 3rd floor

Livingston, Texas

## NOTICE

Is hereby given that a Special 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.
  - Invocation
  - Pledges of Allegiance
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
- OLD BUSINESS**
4. CONSIDER APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 27, 2004 AND SPECIAL MEETING OF AUGUST 4, 2004.
5. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RE-BID #2004-14, "RECONSTRUCTION OF APPROXIMATELY 2 MILES OF COUNTY ROADWAY IN LAKESIDE VILLAGE", (PCT. 4).
- NEW BUSINESS**
6. CONSIDER APPROVAL OF MINUTES OF SPECIAL MEETING OF AUGUST 9, 2004 AND REGULAR MEETING OF AUGUST 10, 2004.
7. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BID #2004-15 "PURCHASE OF (1) EMERGENCY MANAGEMENT VEHICLE.
8. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RFP #2004-18 "INTERNAL AUDITING SERVICES".
9. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RFP #2004-19, "ADMINISTRATION OF THE SECTION 125 (CAFETERIA) PLAN FOR POLK COUNTY WITH ASSOCIATED BENEFIT OPTIONS.
10. CONSIDER AUTHORIZATION FOR VETERANS SERVICE OFFICER AND ASSISTANT TO ATTEND THE STATEWIDE CONFERENCE IN SEPTEMBER 2004.
11. CONSIDER APPROVAL OF ORDER AMENDING PLAT OF LAKESIDE VILLAGE SUBDIVISION (REFERENCE POLK COUNTY PLAT RECORDS, VOL. 9 PAGE 30) TO EXCLUDE DESIGNATED RESERVE AREA IN BLOCK 11.
12. CONSIDER RENEWAL WITH ANGELINA COUNTY AND CITIES HEALTH DISTRICT FOR PUBLIC HEALTH SERVICES.
13. FINALIZE NEGOTIATIONS WITH CORPLAN CORRECTIONS FOR COUNTY DETENTION FACILITY.
14. CONSIDER APPROVAL OF ORGANIZATION OF PUBLIC FACILITY CORPORATION.
15. CONSIDER APPROVAL OF CULVERT/REPLACEMENT ON RUSTIC WAY IN FOREST SPRINGS SUBDIVISION, PCT. 1, UNDER THE CRITERIA SET OUT BY THE COUNTY'S BRIDGE REPAIR/REPLACEMENT POLICY.
16. CONSIDER APPROVAL OF AGREEMENTS FOR TEXAS DEPARTMENT OF TRANSPORTATION OFF-SYSTEM BRIDGE REPLACEMENT OR REHABILITATION PROJECTS: (PCT. 3) CSJ0911-04-040, 11-187-0-AA0262-001 (HERB COLLINS ROAD AT DABBS CREEK); (PCT. 4) CSJ0911-04-041, 11-187-0-AA329-002 (NETTLES CEMETERY RD/KELLEY RD AT MENARD CREEK RELIEF).
17. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
18. CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.

- 19. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- 20. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- 21. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- 22. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

**RECESS**

**RECONVENE FOR BUDGET WORKSHOP:**

- 23. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO DISCUSSION WITH LEGAL COUNSEL REGARDING;
  - Voting System Mandates: Discussion and necessary action relating to criteria and possible funding sources.
  - Jail Expansion Requirements: Discussion and necessary action relating to procedures required by statute for plan development.
  - County Regulation of Animals: Discussion and necessary action relating to development of Wild Animal/Stray Dog Control regulations.
  - Subdivision Specifications: Discussion and necessary action to proceed with update of County Subdivision regulations to meet statutory requirements.
  - Receive Legislative Special Session Update
  - Discuss Road and Bridge travel allowance alternatives
- 24. BUDGET WORKSHOP FY05, to include;
  - Discuss proposed salaries, expenses and allowances of Elected Officials proposed to be increased for FY05.
  - Discuss proposed tax rate and record vote to place a proposal to adopt specified rate on agenda of future meeting and schedule public hearing on specified tax rate.
  - Schedule public hearing on FY05 budget.

**ADJOURN**

By: John P. Thompson, County Judge

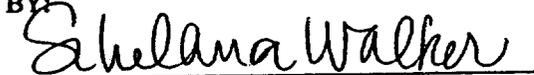


Posted: August 18, 2004

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true 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, August 18, 2004 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY:



Deputy

FILED FOR RECORD

2004 AUG 18 AM 9:46



BARBARA MIDDLETON  
POLK COUNTY CLERK



August 24, 2004  
10:00 a.m.

**COMMISSIONERS COURT**

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

**ADDENDUM to Posting # 2004-074**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for August 24, 2004 at 10:00 A.M.

**AMEND TO ADD;**

- 25. RECEIVE AND TAKE ANY/ALL NECESSARY ACTION ON COMMITTEE'S RECOMMENDATION ON PROPOSALS FOR INMATE TELEPHONE SERVICES.
- 26. CONSIDER PCT. 1 COMMISSIONER'S REQUEST FOR RECOGNITION OF HOLIDAY LAKE ESTATES VOLUNTEER FIRE DEPARTMENT FOR 911 PURPOSES.

Commissioners Court of Polk County, Texas

Dated: Friday, August 20, 2004

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, August 20, 2004 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY , Deputy

FILED FOR RECORD

2004 AUG 20 PM 3:40

  
BARBARA MIDDLETON  
POLK COUNTY CLERK



STATE OF TEXAS }  
COUNTY OF POLK }

DATE: AUGUST 24, 2004  
REGULAR MEETING  
ALL MEMBERS PRESENT

**COMMISSIONERS COURT  
AGENDA POSTING #2004-074**

BE IT REMEMBERED ON THIS THE 24th DAY OF AUGUST, 2004 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-COMMISSIONER PCT #2, JAMES J. "Buddy" PURVIS-COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREET, COMMISSIONER PCT #4, BARBARA MIDDLETON - COUNTY CLERK & B.L. "BOB" DOCKENS COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS & DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
  - Invocation given by Eldridge Striedel.
  - Pledges of allegiance to the US & Texas flags led by Joe Roeder.
  
2. PUBLIC COMMENTS:  
Rosaland Caldwell of the S.P.C.A. requested the court consider adopting new regulations needed for the control of stray dogs and cats in the county.
  
3. INFORMATIONAL REPORTS:
  - A. Kenneth Hambrick - Emergency Management Coordinator, reported on the water samples taken in Indian Springs subdivision by Lake Livingston Water & Sewer Supply. The current levels of radiation in the water does not present an emergency at the present time. They will continue to monitor the levels as often as recommended.
  - B. Commissioner Smith invited everyone to the 12<sup>th</sup> Annual Go Texan Bar-B-Que Cook Off this Saturday, August 28<sup>th</sup> in Onalaska. All monies raised will go to scholarships for local students.
  
4. MOTIONED BY TOMMY OVRESTREET, SECONDED BY BOB WILLIS, TO **APPROVE THE MINUTES OF REGULAR MEETING OF JULY 27, 2004 & SPECIAL MEETING OF AUGUST 4, 2004.**  
ALL VOTING YES.
  
5. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO **AWARD BID #2004-14 "RECONSTRUCTION OF APPROX. (2) MILES OF COUNTY ROADWAY IN LAKESIDE VILLAGE, PRECINCT #4", TO MERIDIAN ENTERPRISES, LLC. FOR \$ 379,000.00, AS RECOMMENDED BY COMMISSIONER OVERSTREET, INCLUDING APPROVAL OF \$25,000.00 OF PERMANENT ROAD FUNDS FOR CONTINGENCIES.**  
ALL VOTING YES.
  
6. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO **APPROVE THE MINUTES OF SPECIAL MEETING OF AUGUST 9, 2004 & REGULAR MEETING OF AUGUST 10, 2004.**  
ALL VOTING YES.

7. **BID#2004-15 "PURCHASE OF EMERGENCY MANAGEMENT VEHICLE"**
  - (A) MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO AWARD BID TO (FIRST CHOICE) BOUNDS CHEVROLET - LIVINGSTON IN THE AMOUNT OF \$31,596.17 , CONTINGENT UPON THE BIDDING REQUIREMENTS. ALL VOTING YES.
  - (B) **AMENDED MOTION:**  
MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO INCLUDE TRANSFER OF (USED) EMERGENCY MANAGEMENT VEHICLE TO THE SHERIFF'S DEPT. AFTER PURCHASING NEW VEHICLE.  
ALL VOTING YES.
  
8. **RFP # 2004-18 "INTERNAL AUDITING SERVICES"**  
MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO AWARD BID TO AXLEY & RODE, LLP FOR TO PERFORM THE INTERNAL AUDITS OF VARIOUS COUNTY DEPARTMENTS.  
ALL VOTING YES.
  
9. **RFP #2004-19 "ADMINISTRATION OF THE SECTION 125(CAFETERIA) PLAN FOR POLK COUNTY WITH ASSOCIATED BENEFITS"**  
MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT CERIDIAN INSURANCE FOR 125 PLAN AND COLONIAL INSURANCE FOR SUPPLEMENTAL BENEFITS, BASED ON THE RECOMMENDATION BY THE COURT APPOINTED COMMITTEE, RESERVING THE FINAL SELECTION OF THE AGENT OF RECORD UNTIL COURT MEETING ON FRIDAY, AUGUST 27<sup>th</sup>.  
ALL VOTING YES.
  
10. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE AUTHORIZATION FOR **VETERANS SERVICE OFFICER & ASSISTANT TO ATTEND THE STATEWIDE CONFERENCE** IN SEPTEMBER 2004.  
ALL VOTING YES. (SEE ATTACHED)
  
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE **"ORDER" AMENDING PLAT OF LAKESIDE VILLAGE SUBDIVISION** (REFERENCE PLAT RECORDS, VOLUME 9/ PAGE 30) **TO EXCLUDE DESIGNATED RESERVE AREA IN BLOCK 11.**  
ALL VOTING YES.
  
12. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE **RENEWAL WITH ANGELINA COURT AND CITIES HEALTH DISTRICT** FOR PUBLIC HEALTH SERVICES.  
ALL VOTING YES.
  
13. **TABLED.**  
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO SCHEDULE A SPECIAL COMMISSIONERS COURT FOR FRIDAY, AUGUST 27, 2004 AT 1:30 P.M.  
ALL VOTING YES.
  
14. **TABLED.**
  
15. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE CULVERT REPLACEMENT ON RUSTIC WAY IN FOREST SPRINGS SUBDIVISION, PRECINCT #1, UNDER THE CRITERIA SET OUT BY THE COUNTY'S BRIDGE REPAIR/ REPLACEMENT POLICY, WITH WORK BEING PERFORMED BY DAVIS & BROWN CONSTRUCTION FOR \$9,466.00. ALL VOTING YES.

**16. "BRIDGE REPLACEMENT OR REHABILITATION PROJECTS"**

**(A) PRECINCT #3**

MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION OFF-SYSTEM BRIDGE REPLACEMENT PROJECTS: CSJ0911-04-040, 11-187-0-AA0262-001, HERB COLLINS ROAD AT DABBS CREEK.

**(B) PRECINCT #4**

MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION OFF-SYSTEM BRIDGE REPLACEMENT PROJECTS: CJS0311-04-041, 11-187-0-AA329-002, NETTLES CEMETERY RD/ KELLEY RD AT MENARD CREEK RELIEF.  
ALL VOTING YES. (SEE ATTACHED)

17. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO RECEIVE THE AUDITOR'S MONTHLY FINANCIAL REPORT.  
ALL VOTING YES.

18. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.  
ALL VOTING YES. (SEE ATTACHED)

19. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE BUDGET REVISIONS #2004-21, AS PRESENTED BY THE COUNTY AUDITOR.  
ALL VOTING YES. (SEE ATTACHED)

20. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO APPROVE THE BUDGET AMENDMENTS #2004-21(A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.  
ALL VOTING YES. (SEE ATTACHED)

21. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE INCLUDING ADDENDUMS.  
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
8/4/04	\$100,522.06	188124 - 188163
8/5/04	\$114,212.32	ACH 446
8/5/04	\$174.00	091177 - 091201
8/5/04	\$33,966.80	188164
8/6/04	\$2,995.01	188165 - 188166
8/6/04	\$129,803.85	188167 - 188168
8/9/04	\$72,600.61	188169 - 188181
8/10/04	\$1,015.55	188182
8/10/04	\$22,141.92	188183 - 188190
8/12/04	\$210,118.81	ACH 447

DATE	AMOUNT	CHECK NUMBERS
8/12/04	\$6,180.64	188191 - 188208
8/16/04	\$12,039.50	188209 - 188247
8/17/04	\$50,916.88	ACH 449
8/17/04	\$187,325.00	ACH 450
8/17/04	\$75,148.33	188248 - 188250
8/18/04	\$35,539.77	188251 - 188275
8/18/04	\$110,424.86	188276 - 188403
8/24/04	\$4,987.37	Addendum (To appear on future schedule)
<b>TOTAL</b>	<b>\$1,170,113.28</b>	

22. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE PERSONNEL ACTION FORMS .  
ALL VOTING YES. (SEE ATTACHED)

23 & 24 (HOLD) UNTIL END OF MEETING

25. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE CONTRACT FOR INMATE TELEPHONE SERVICES TO T-NETICS, BASED ON THE RECOMMENDATION OF COURT APPOINTED COMMITTEE.  
ALL VOTING YES. (SEE ATTACHED)

26. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE RECOGNITION OF HOLIDAY LAKES ESTATES VOLUNTEER FIRE DEPARTMENT, WITH NO COUNTY FUNDING DURING THE ONE YEAR PROBATIONARY PERIOD, FOR 911- PURPOSES TO BE ELIGIBLE FOR TRAINING FUNDS.  
ALL VOTING YES.

**RECESS - 10:36 A.M. (BREAK)**

**RECONVENE - BUDGET WORKSHOP AT 10:54 A.M.**

24. BUDGET WORKSHOP - FY2005

- DISCUSSION OF MUNICIPAL SERVICES BUREAU ON COLLECTIONS OF DELINQUENT FINES & FEES OWED TO THE COUNTY.

23. CONSULTATION & DISCUSSION WITH LEGAL COUNSEL, JIM ALLISON OF AUSTIN

- COUNTY REGULATION OF ANIMALS
- VOTING SYSTEM MANDATES
- JAIL EXPANSION REQUIREMENTS
- SUBDIVISION SPECIFICATIONS
- RECEIVE LEGISLATIVE (SPECIAL) SESSION UPDATE
- DISCUSSION OF ROAD & BRIDGE TRAVEL ALLOWANCE ALTERNATIVES



7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO RESCIND THE PREVIOUS MOTION (MADE EARLIER) AND TABLE THIS ITEM UNTIL NEXT COURT MEETING ON FRIDAY, AUGUST 27, 2004.  
ALL VOTING YES.

**RECESS AT 12:29 P.M. (LUNCH BREAK)**

**RECONVENED - BUDGET WORKSHOP 1:48 P.M.**

24. (A) RECORD VOTE TO PLACE A PROPOSAL TO ADOPT THE 2004 TAX RATE ON THE COURT AGENDA FOR SEPTEMBER 14, 2004.  
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO SET THE **PROPOSED 2004 TAX RATE AT .5550/\$100 VALUE**, SAME AS PRESENT RATE.  
VOTES RECORDED AS FOLLOWS:

JUDGE THOMPSON.....YES  
COMMISSIONER WILLIS.....NO  
COMMISSIONER SMITH.....YES  
COMMISSIONER PURVIS.....YES  
COMMISSIONER OVERSTREET.....YES  
MOTION PASSED.

(B) MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO SET THE **“PUBLIC HEARING” ON PROPOSED BUDGET FY2005, ON SEPTEMBER 14, 2004 AT 9:00 AM.**

VOTES RECORDED AS FOLLOWS:  
JUDGE THOMPSON.....YES  
COMMISSIONER WILLIS.....NO  
COMMISSIONER SMITH.....YES  
COMMISSIONER PURVIS.....YES  
COMMISSIONER OVERSTREET.....YES  
MOTION PASSED.

(C) MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO SET **“PUBLIC HEARING” ON THE 2004 TAX RATE FOR SEPTEMBER 7, 2004 AT 9:00 AM.**

VOTES RECORDED AS FOLLOWS:  
JUDGE THOMPSON.....YES  
COMMISSIONER WILLIS.....NO  
COMMISSIONER SMITH.....YES  
COMMISSIONER PURVIS.....YES  
COMMISSIONER OVERSTREET.....YES  
MOTION PASSED.

(D) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, TO INCREASE THE EMPLOYER MATCHING CONTRIBUTION RATE ON T.C.D.R.S.(TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM) EMPLOYEE DEPOSITS FROM 220% TO 225% - MAKING THE COUNTY'S MATCH \$2.25 FOR EACH \$1.00 THE EMPLOYEE DEPOSITS.

VOTES RECORDED AS FOLLOWS:

JUDGE THOMPSON.....YES  
COMMISSIONER WILLIS.....NO  
COMMISSIONER SMITH.....YES  
COMMISSIONER PURVIS.....YES  
COMMISSIONER OVERSTREET.....YES  
MOTION PASSED.

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOBBY SMITH, TO ADJOURN COURT THIS 24<sup>TH</sup> DAY OF AUGUST, 2004 AT 2:37 P.M.  
ALL VOTING YES.

  
\_\_\_\_\_  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST  
  
\_\_\_\_\_  
BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT. 2004\AUG24.2004.wpd

**TEXAS VETERANS COMMISSION**

E.O. Thompson State Office Building, 6th Floor  
 P.O. Box 12277, Austin, Texas 78711-2277  
 (Phone) 512/ 463-5538; (FAX) 512/ 475-2395  
 Veterans' HOTLINE: 1-800-252-VETS (8387)  
 E-Mail: info@tvc.state.tx.us  
 Web: www.tvc.state.tx.us



*Item # 10*

August 6, 2004

LEONARDO BARRAZA  
Chairman

JAMES R. ADAMS, Ph.D.  
Vice Chairman

HECTOR FARIAS  
Secretary

JOHN A. BRJEDEN, III  
Member

KAREN S. RANKIN  
Brigadier General, USAF (Retired)  
Member

JAMES E. NIER  
Executive Director

CHARLES BUERSCHINGER  
Director of Finance &  
Information Resources

CRUZ MONTEMAYOR  
Director of Administration  
& Training

HERMAN WILSON  
Regional Director  
Houston

JAMES O. RICHMAN  
Regional Director  
Waco

PATRICIA A. SMITH  
Fiscal Operations Manager

**MEMO TO:** County Commissioners Courts

**RE:** 57th Annual Statewide Training Conference for Veterans Service Officers

The 57th Annual Statewide Training Conference for Veterans Service Officers will be conducted by the Texas Veterans Commission September 20 - 24, 2004, at the Doubletree Hotel, 6505 IH 35 North, Austin, Texas 78752; (512) 454-3737.

To maintain his/her TVC Accreditation, your Veterans County Service Officer will be required to attend a special training session beginning on Monday September 20, 2004 for the "Training, Responsibility, Involvement, and Preparation of claims" (TRIP) training. This special session will be conducted by the U.S. Department Veterans Affairs (VA) on site at the hotel. Furthermore, the special TRIP training will soon be required by VA to maintain their Accreditation as well.

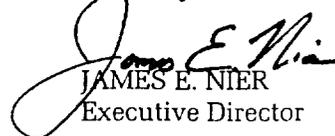
Due to this special training requirement Sunday, September 19 has been set aside as a travel day and with registration beginning at 7:00 a.m. on Monday morning. The TRIP training will commence on Monday morning at 8:00 and adjourn at noon on Friday, September 24, 2004. Because of VA's strict requirement of 32 classroom hours for this training, we are requesting that you allow your Veterans County Service Officer to travel on Sunday in order to comply with this attendance requirement

Hotel reservations are taken on a first come--first served basis, it is imperative that reservations be made early. Absolutely no reservations will be accepted after August 30, 2004 or once the room block is filled, whichever comes first. Further hotel information, including a map with directions, is available on our website at [www.tvc.state.tx.us](http://www.tvc.state.tx.us).

We encourage all County Commissioners Courts to authorize TVC *Accredited* Veterans County Service Officers and Assistants to attend this special training.

In the case where counties are unable to pay travel cost for Veterans County Service Officers and Assistant Veterans County Service Officers to attend this training, financial assistance is available from the Texas Veterans Commission to partially defray these costs. Those counties wishing Commission assistance should contact Cruz Montemayor, TVC Headquarters, Austin, Texas, in writing, or on the VCSO's WATS Line.

Sincerely,

  
 JAMES E. NIER  
 Executive Director

JEN/njg

cc: TVC Accredited Veterans County Service Officers and Assistants

RECEIVED

AUG 09 2004

POLK COUNTY JUDGE



*Item #11*



**ORDER**

**OF THE POLK COUNTY COMMISSIONERS COURT**

Excluding and removing described area from Lakeside Village Subdivision

**WHEREAS**, the Commissioners Court met in a regularly called session on August 24, 2004 for which proper notice has been posted and providing notice of intent to remove said portion of property from the referenced subdivision and the Court having found that such removal is in the best interest of the property owners and the public; and

**WHEREAS**, the request for this action being attached hereto and made a part of this Order, along with all Exhibits (A, B, C &D), provide description, ownership at the time of removal and affidavit posing no objection from the subdivision property owners association;

**THEREFORE, WE**, the Commissioners Court of Polk County, do hereby order the removal of the referenced property from the Lakeside Village Subdivision and, further, enter this order into the Deed Records of Polk County.

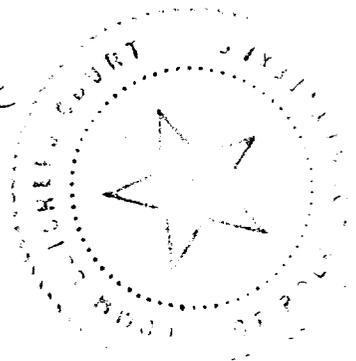
ORDERED on this, the 24th day of August, 2004

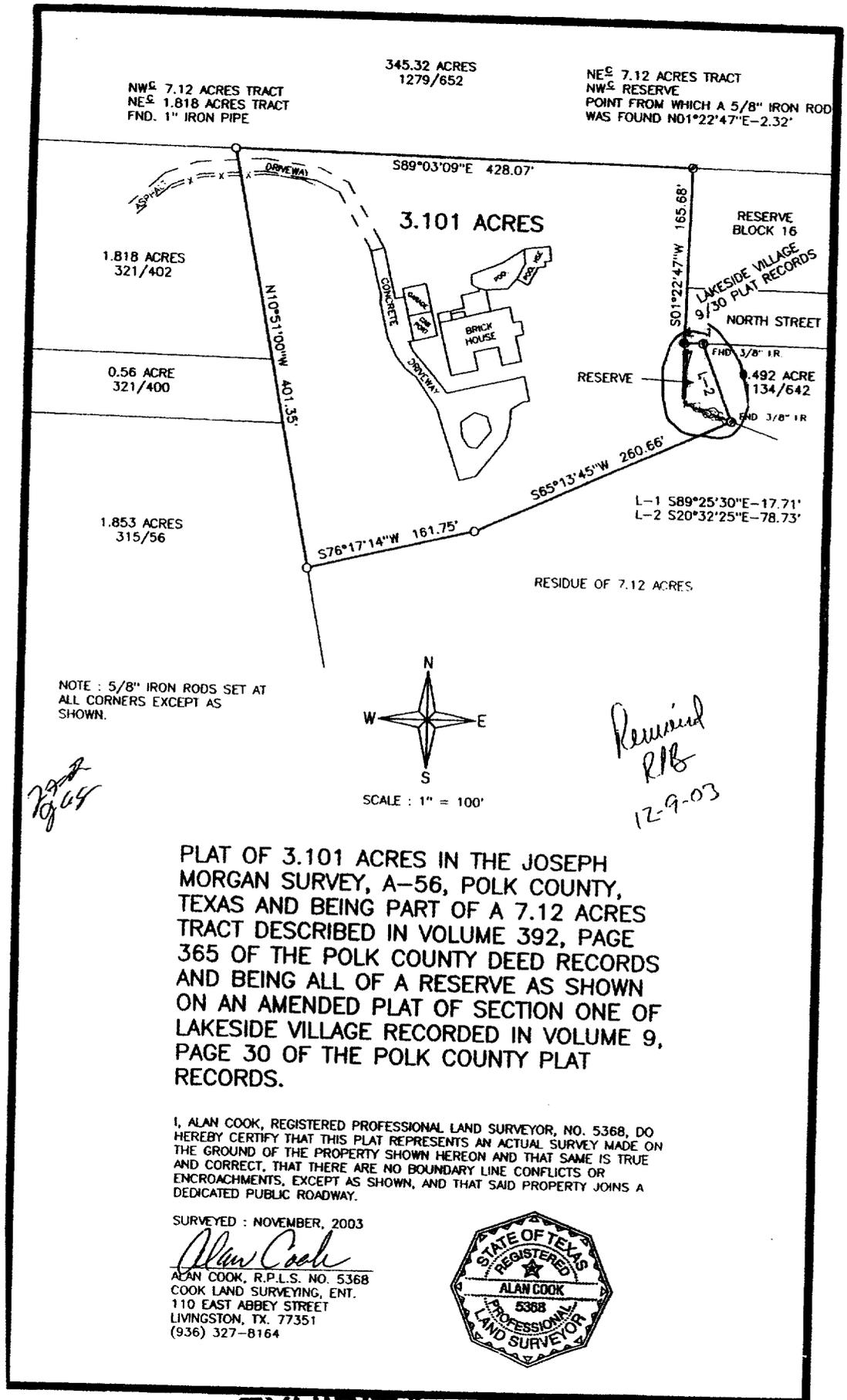
*John P. Thompson*  
\_\_\_\_\_  
**John P. Thompson**

County Judge, Polk County, Texas

Attest;

*Barbara Middleton*  
\_\_\_\_\_  
Barbara Middleton, County Clerk





PLAT OF 3.101 ACRES IN THE JOSEPH MORGAN SURVEY, A-56, POLK COUNTY, TEXAS AND BEING PART OF A 7.12 ACRES TRACT DESCRIBED IN VOLUME 392, PAGE 365 OF THE POLK COUNTY DEED RECORDS AND BEING ALL OF A RESERVE AS SHOWN ON AN AMENDED PLAT OF SECTION ONE OF LAKESIDE VILLAGE RECORDED IN VOLUME 9, PAGE 30 OF THE POLK COUNTY PLAT RECORDS.

I, ALAN COOK, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5368, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND THAT SAME IS TRUE AND CORRECT, THAT THERE ARE NO BOUNDARY LINE CONFLICTS OR ENCROACHMENTS, EXCEPT AS SHOWN, AND THAT SAID PROPERTY JOINS A DEDICATED PUBLIC ROADWAY.

SURVEYED : NOVEMBER, 2003

*Alan Cook*  
 ALAN COOK, R.P.L.S. NO. 5368  
 COOK LAND SURVEYING, ENT.  
 110 EAST ABBEY STREET  
 LIVINGSTON, TX. 77351  
 (936) 327-8164



EXHIBIT "A"

FILE COPY

6181  
AFFIDAVIT

VOL 50 PAGE 983

Date: June 21, 2004

Affiants: John G. Baskin, President of Lakeside Village Estates POA  
Lyle Nelson, Vice-President of Lakeside Village Estates POA  
Mark Crow, Treasurer of Lakeside Village Estates POA  
Jerry Corley, Secretary of Lakeside Village Estates POA

FILED FOR RECORD

2004 JUN 22 P 3:19

TARRANT COUNTY CLERK

BEFORE ME, the undersigned authority, personally appeared JOHN G. BASKIN, LYLE NELSON, MARK CROW and JERRY CORLEY who deposed and made the following statements to-wit:

"We and each of us members and officers of the Lakeside Village Estates Property Owners Association, as referenced above.

"That the said Lakeside Village Estates Property Owners Association has approved the removal of the "Reserve" area from the subdivision, Lakeside Village; said "Reserve" area is depicted upon the plat attached hereto as Exhibit "A" and made a part hereof for all pertinent purposes; said "Reserve" area is adjacent to Lot 7, Block 11, Section 1, of Lakeside Village, a subdivision in Polk County, Texas and is also depicted upon the plat of said subdivision recorded at Volume 9, Page 30, Plat Records of Polk County, Texas, to which plat and its recording reference is here made.

"That the removal of said "Reserve" area from Lakeside Village subdivision, will not alter any streets in said subdivision and will not alter any access for ingress and egress to said subdivision.

"That hereafter, such "Reserve" area will not be charged maintenance fees and will not be subject to the restrictions of Lakeside Village subdivision.

"Affiants are aware of the penalties of perjury under federal law, which include the execution of a false affidavit, pursuant to 18 U.S.C.S. Section 1621 wherein it is provided that anyone found guilty shall not be fined more than \$2,000.00 or imposed not more than 5 years, or both. Affiants are also aware that perjury in the execution of a false affidavit is also a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally, Affiants are aware that under Section 32.46 of the Texas Penal Code, a person commits an offense if, with intent to defraud or harm any person, he or she, by deception, causes another to sign or execute any document affecting property or service or the pecuniary interest of any person, and that an offense under such Section is a felony of the third degree which is punishable by a fine of \$5,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years".

EXHIBIT "B"  
page one

"Further, Affiants sayeth not."

SIGNED AND SWORN TO this 21<sup>st</sup> day of June, 2004.

LAKESIDE VILLAGE ESTATES PROPERTY OWNERS ASSOCIATION

By: [Signature]  
JOHN G. BASKIN, President

By: [Signature]  
LYLE NELSON, Vice-President

By: [Signature]  
MARK CROW, Treasurer

By: [Signature]  
JERRY CORLEY, Secretary

DICK GRANT  
[Signature]  
JOYCE M. LILLEY  
Notary Public, State of Texas  
My Commission Expires  
December 04, 2004

STATE OF TEXAS #  
COUNTY OF POLK #

[Signature]  
JOYCE M. LILLEY  
Notary Public, State of Texas  
My Commission Expires  
December 04, 2004

[Signature]  
JOYCE M. LILLEY  
Notary Public, State of Texas  
My Commission Expires  
December 04, 2004

This instrument was acknowledged before me this 21<sup>st</sup> day of June, 2004, by JOHN G. BASKIN, President of LAKESIDE VILLAGE ESTATES PROPERTY OWNERS ASSOCIATION, on behalf of said association.

[Signature]  
Notary Public, State of Texas  
JOYCE M. LILLEY  
Notary Public, State of Texas  
My Commission Expires  
December 04, 2004

This instrument was acknowledged before me this 21<sup>st</sup> day of June, 2004, by LYLE NELSON, Vice-President of LAKESIDE VILLAGE ESTATES PROPERTY OWNERS ASSOCIATION, on behalf of said association.

[Signature]  
Notary Public, State of Texas  
JOYCE M. LILLEY  
Notary Public, State of Texas  
My Commission Expires  
December 04, 2004

This instrument was acknowledged before me this 21<sup>st</sup> day of June, 2004, by MARK CROW, Treasurer of LAKESIDE VILLAGE ESTATES PROPERTY OWNERS ASSOCIATION, on behalf of said association.

[Signature]  
Notary Public, State of Texas  
JOYCE M. LILLEY  
Notary Public, State of Texas  
My Commission Expires  
December 04, 2004

This instrument was acknowledged before me this 21<sup>st</sup> day of June, 2004, by JERRY CORLEY, Secretary of LAKESIDE VILLAGE ESTATES PROPERTY OWNERS ASSOCIATION, on behalf of said association.

[Signature]  
Notary Public, State of Texas  
JOYCE M. LILLEY  
Notary Public, State of Texas  
My Commission Expires  
December 04, 2004

c:\2004-065\affidavi



9/30 P.R.  
Lakeside Village  
AMENDED

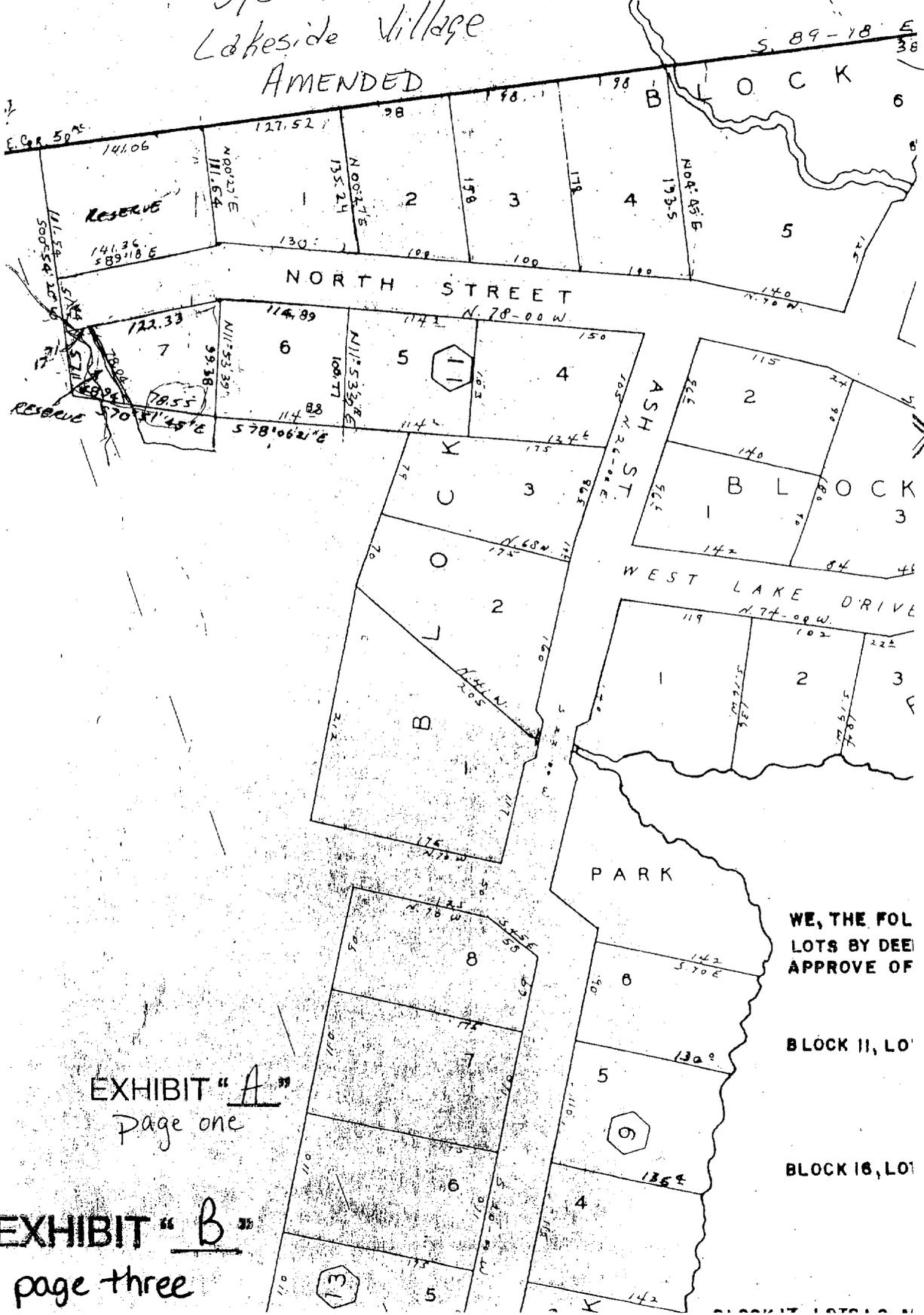


EXHIBIT "A"  
Page one

EXHIBIT "B"  
page three

WE, THE FOL  
LOTS BY DEE  
APPROVE OF

BLOCK 11, LO

BLOCK 18, LO1

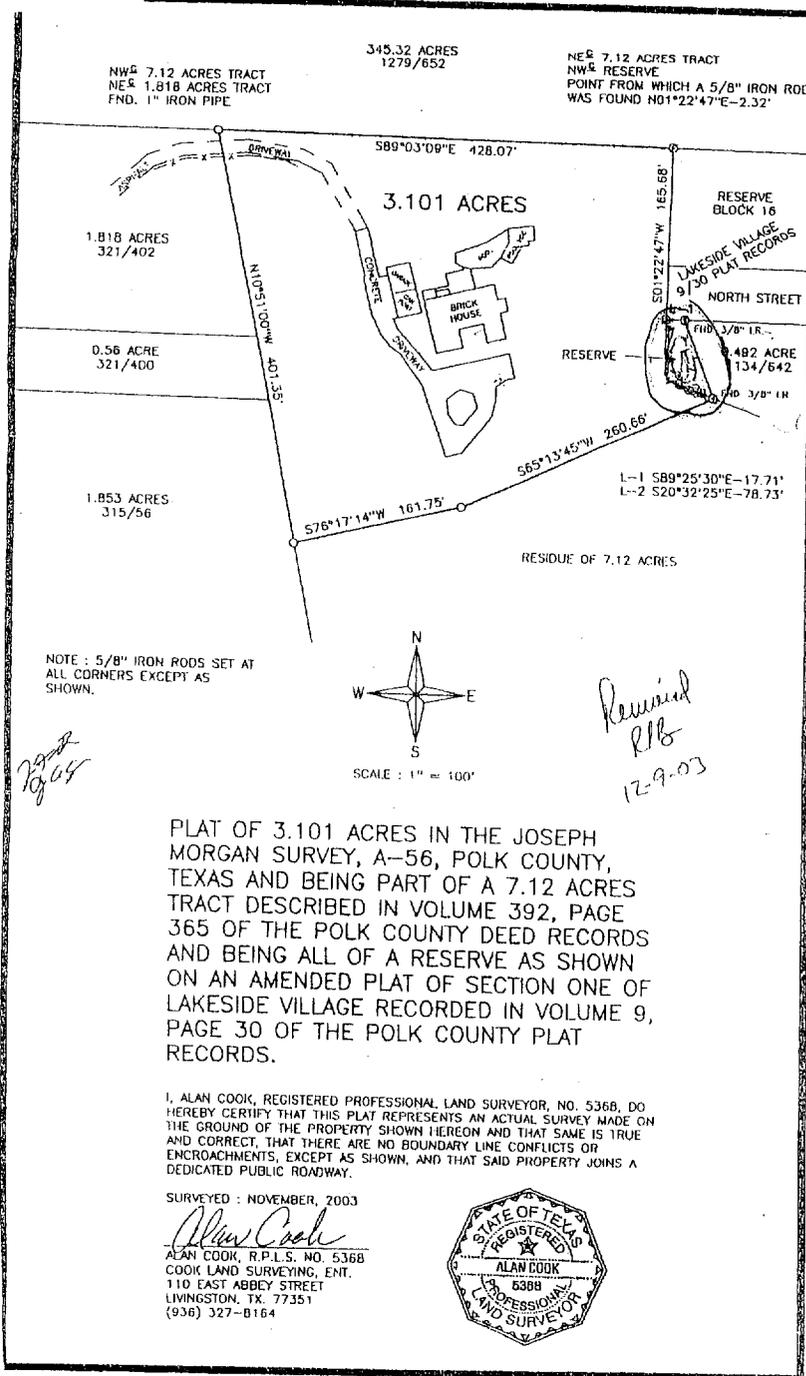


EXHIBIT "A"  
page two

EXHIBIT "B"  
page four

TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES

Policy No. 7209743 29650

CHICAGO TITLE INSURANCE COMPANY

OWNER'S COVERAGE STATEMENT

This Policy insures your title to the land described in Schedule A - if that land is a one-to-four family residential property or condominium unit. Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

This document is title insurance. It is not an opinion or report of your title. It is a contract of indemnity, meaning a promise to pay you or take other action if you have a loss resulting from a covered title risk.

Your insurance under this contract is limited by the following:

- \* Exclusions on page 2.
- \* Exceptions in Schedule B, Insert.
- \* Conditions on pages 2, 3, and 4.

We insure you against actual loss resulting from:

- \* Any title risk covered by this Policy - up to the Policy Amount, and
- \* Any cost, attorneys' fees and expenses we have to pay under this Policy. We must approve the attorney before the attorney begins to work. You have the right to disapprove our choice of attorney for reasonable cause.

COVERED TITLE RISKS

This Policy covers the following title risks subject to the Exceptions ( Schedule B ) and Exclusions ( p. 2, 3, and 4 ), if they affect your title to the land on the Policy Date. We do not promise that there are no covered risks. We do insure you if there are covered title risks.

1. Someone else owns an interest in your title.
2. A document is invalid because of improper signature, acknowledgment, delivery, or recording.
3. A document is invalid because of forgery, fraud, duress, incompetency, incapacity or impersonation.

4. Restrictive covenants apply to your title.
5. There is a lien on your title because of:
  - \* a mortgage or deed of trust,
  - \* a judgement, tax, or special assessment, or
  - \* a charge by a homeowner's or condominium association.
6. There are liens on your title for labor and material which have their inception before the policy date. However, we will not cover liens for labor and material that you agreed to pay for.
7. Others have rights in your title arising out of leases, contracts or options.
8. Someone else has an easement on your land.
9. You do not have good and indefeasible title.
10. There are other defects in your title.
11. There are other liens or encumbrances on your title.

This Policy also covers the following title risk:

You do not have any legal right of access to and from the land.

OUR DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in the part or parts of a court case involving a Title Risk covered by this Policy. We will pay the costs, attorneys' fees, and expenses that we incur in that defense. We will not pay for the parts of a case not involving a covered title risk. You may disapprove our choice of attorney for reasonable cause.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions, see page 3.

This Policy is not complete without Schedules A and B.

An Authorized party also must countersign this policy.



Chicago Title

Polk County Title, Inc.  
501 N. Washington  
Livingston, TX 77351

Phone #: 936-327-2496 Fax #: 936-327-5570

*Stanley P. Madala*  
Authorized Signatory



EXHIBIT "C"

page one

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert S. ...*

President

By:

ATTEST

*[Signature]*

Secretary

**VOL 50 PAGE 988**

**SCHEDULE A**

File No.: 200317724

Policy Date & Time: DECEMBER 16, 2003 at 4:18:00 PM

Owners Policy No: 7209743-29650

Amount of Insurance: \$250,000.00

Premium: \$1,817.00

1. Name of Insured:

LEWIS F. GODSEY, JR. and wife, JUDY A. GODSEY

2. We insure your interest in the land covered by this Policy in:

Fee Simple

3. Legal Description of land:

3.101 acres, more or less, situated in the JOSEPH MORGAN SURVEY, A-56, Polk County, Texas and being part of a 7.12 acre tract, said 3.101 acre tract being more particularly described in deed dated December 15, 2003 from John W. Baskin, Jr., Individually and as Independent Executor of the Estate of Faye Marie Baskin, Deceased to Lewis F. Godsey, Jr. and wife, Judy A. Godsey, recorded in Volume 1363, Page 718 et seq., Official Records, Polk County, Texas, and being all of a reserve as shown on an amended Plat of Section One (1) of LAKESIDE VILLAGE, as recorded in Volume 9, Page 30 of the Plat Records, Polk County, Texas, said tract being more particularly described by field notes attached hereto.

NOTE: the Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

EXHIBIT "C"  
page two

FIELDNOTES of 3.101 Acres in the Joseph Morgan Survey, A-56, Polk County, Texas and being part of a 7.12 Acres Tract described in Volume 392, Page 365 of the Polk County Deed Records and being all of a reserve as shown on an amended Plat of Section 1 of Lakeside Village recorded in Volume 9, Page 30 of the Polk County Plat Records. Said 3.101 Acres being more particularly described as follows:

BEGINNING at the Northwest corner of said 7.12 Acres Tract and the Northeast corner of a 1.818 Acres Tract described in Volume 321, Page 402 of said Deed Records, found a 1" iron pipe for corner in the most Westerly South Line of a 345.32 Acres Tract described in Volume 1279, Page 652 of the Polk County Official Records;

THENCE with the most Northerly North Line of said 7.12 Acres Tract and said South Line, S89°03'09"E 428.07 feet to a point for the most Northerly Northeast corner of said 7.12 Acres Tract and the Northwest corner of a reserve in Block 16 in said Lakeside Village from which a 5/8" iron rod was found N01°22'47"E 2.32 feet;

THENCE with the most Northerly East Line of said 7.12 Acres Tract, the West Line of said reserve and the West end of the Right of Way of North Street as shown on said amended Plat, S01°22'47"W 165.68 feet to a 5/8" iron rod set for the Northwest corner of the first mentioned reserve and the Southwest corner of said North Street;

THENCE with the North Line of said reserve and the South Right of Way of said Street, S89°25'30"E 17.71 feet to a 3/8" iron rod found for the Northeast corner of said reserve and the Northwest corner of a 0.492 Acre Tract described in Volume 1134, Page 642 of said Official Records;

THENCE with the East Line of said reserve and the most Westerly West Line of said 0.492 Acre Tract, S20°32'25"E 78.73 feet to the Southeast corner of said reserve and the most Westerly Southwest corner of said 0.492 Acre Tract, found a 3/8" iron rod for corner in the most Easterly North Line of said 7.12 Acres Tract;

THENCE S65°13'45"W 260.66 feet to a 5/8" iron rod set for corner;

THENCE S76°17'14"W 161.75 feet to a 5/8" iron rod set for corner in the East Line of a 1.853 Acres Tract described in Volume 315, Page 56 of said Deed Records and the West Line of said 7.12 Acres Tract;

THENCE with said West Line, the East Line of said 1.853 Acres Tract, the East Line of a 0.56 Acre Tract described in Volume 321, Page 400 of said Deed Records and the East Line of said 1.818 Acres Tract, N10°51'00"W 401.35 feet to the Place of Beginning and containing 3.101 Acres of Land.

THE bearings described herein are based on the North Line of said 7.12 Acres Tract.

Surveyed : November, 2003

  
Alan Cook, Registered Professional  
Land Surveyor, No. 5368

EXHIBIT "C"  
page three

**VOL 50 PAGE 990**

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below, (the Company must either insert specific recording data or delete this exceptions):

Volume 203, Page 544 et seq., Volume 209, Page 125 et seq., Volume 269, Page 793 et seq., Volume 473, Page 526 et seq., Deed Records, and Volume 764, Page 889 et seq., Official Records, Polk County, Texas. BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
- 4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
  - a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c) to filled-in lands, or artificial islands, or
  - d) to statutory water rights, including riparian rights, or
  - e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.
- 5. Standby fees, taxes and assessments by any taxing authority for the year 2004 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):

**EXHIBIT "C"**  
*page four*

Schedule B of this Policy consists of 4 page(s)

File No. 200317724

Owner Policy No. 7209743-29650

- a) Vendor's Lien retained in deed dated December 15, 2003, executed by John W. Baskin, Jr. Individually and as Independent Executor of the Estate of Faye Marie Baskin, Deceased to Lewis F. Godsey, Jr. and wife, Judy A. Godsey, securing the payment of one note in the sum of \$160,000.00, payable to Commercial Bank of Texas, N.A., filed for record on December 16, 2003 in Volume 1363, Page 718 et seq., Official Records, Polk County, Texas. Said note being additionally secured by Deed of Trust of even date therewith to Thomas W. Ellison, Trustee, filed for record on December 16, 2003 in Volume 1363, Page 723 et seq., Official Records, Polk County, Texas.
- b) Rights of Parties in Possession
- c) Annual assessments and/or current maintenance charges as set forth in instrument recorded in Volume 203, Page 544 et seq., Volume 209, Page 125 et seq., and Volume 269, Page 793 et seq., and Volume 473, Page 526 et seq., Deed Records, and Volume 764, Page 889 et seq., Official Records, Polk County, Texas.
- d) Any visible and apparent easements or roadways on, over or across the subject property, the existence of which does not appear of record, including but not limited to any public utility easements above or below the surface of the herein described property, possessed by any private or public companies or municipalities.
- e) Title to all oil, gas and minerals and other elements not constituting part of the surface estate in the above described property, together with all rights, privileges and immunities relating thereto.
- f) All streets, easements, rights of way, roadways, water lines, sewage lines, building lines and utility lines as shown by Plat duly recorded in Volume 1, Page 160, and amended Volume 2, Page 21, and amended Volume 9 Page 30 of the Plat Records of Polk County, Texas.
- g) Restrictions, covenants, reservations, easements, liens, charges and fees as set out in instrument recorded in Volume 203, Page 544 et seq., Volume 209, Page 125 et seq., and Volume 269, Page 793 et seq., and Volume 473, Page 526 et seq., Deed Records, and Volume 764 Page 889 et seq., Official Records, Polk County, Texas, including but not limited to the following: A. Building requirements and lines. B. Easement for utilities. C. Easement for drainage. D. Maintenance fees.
- h) BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN

Schedule B of this Policy consists of 4 page(s)

~~EXHIBIT~~ C

page five

File No. 200317724

Owner Policy No.7209743-29650

UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSON.

- i) Electrical Power Line Easement granted to Gulf States Utilities Company from Anna Morrell as set out in instrument dated Leo George Morrell, Individually and as Trustees of the Estate of Adam Morrell, deceased, recorded in Volume 143, Page 251 et seq., Deed Records of Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- j) Easement granted to Sam Houston Electric Cooperative, Inc. from John W. Baskin et al as set out in instrument dated July 13, 1984, recorded in Volume 462, Page 130 et seq., Deed Records of Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- k) Easement granted to Sam Houston Electric Cooperative, Inc., from John W. Baskin as set out in instrument dated July 13, 1984, recorded in Volume 462, Page 128 et seq., Deed Records of Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- l) Easement granted to Sam Houston Electric Cooperative, Inc., from John Baskin as set out in instrument dated July 13, 1984, recorded in Volume 463, Page 497 et seq., Deed Records of Polk County, Texas. Title to said interest not checked subsequent to date of aforesaid instrument.
- m) All minerals reserved, the royalties, bonuses and rentals as set out in instrument dated November 16, 1971, from Haynes Manufacturing Company to B.A. Glover as recorded in Volume 261, Page 475 et seq., Deed Records of Polk County, Texas, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interest. Title to said interest not checked subsequent to date of aforesaid instrument.
- n) One-Sixteenth (1/16) non-participating royalty reserved as set out in instrument dated February 26, 1926, from Frank Bromley to Adam Morrell, recorded in Volume 80, Page 308 et seq., Deed Records of Polk County, Texas, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interest. Title to said interest not checked subsequent to date of aforesaid instrument.
- o) One-Sixteenth (1/16) non-participating royalty reserved as set out in instrument dated February 26, 1926, from West Lumber

Schedule B of this Policy consists of 4 page(s)

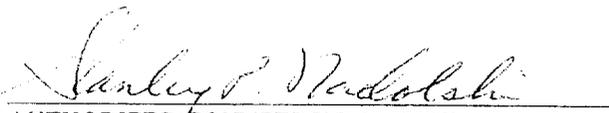


File No. 200317724

Owner Policy No.7209743-29650

Company to Frank Bromley, recorded in Volume 80, Page 306 et seq., Deed Records of Polk County, Texas, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interest. Title to said interest not checked subsequent to date of aforesaid instrument.

- p) Undivided One-half (1/2) minerals reserved, the royalties, bonuses and rentals as set out in instrument dated December 19, 1958, from Francis A. Morrell, et al to Haynes manufacturing Company as recorded in Volume 179, Page 445 et seq., Deed Records of Polk County, Texas, together with all rights, expressed or implied, in and to the property covered by this policy arising out of or connected with said interest. Title to said interest not checked subsequent to date of aforesaid instrument.
- q) Twenty five (25) foot building setback from front lot line and five (5) foot building setback from side lot line as set forth in Restrictions recorded in Volume 203, Page 544 et seq., and Volume 209, Page 125 et seq., Deed Records, and Volume 764, Page 889 et seq., Official Records, Polk County, Texas. **(As to that portion of land within Lakeside Village subdivision)**
- r) Ten (10) foot utility easement reserved across all lots adjacent to streets; a ten (10) foot aerial easement from a plane twenty (20) feet above the ground upward, adjacent to ground easements; and guy easements along lot lines as required for service, all as set forth by notation on amended plat of Section One (1) of Lakeside Village as recorded in Volume 2, Page 21 and Volume 9, Page 30 of the Plat Records, Polk County, Texas. **(As to that portion of land within Lakeside Village subdivision)**
- s) The company does not guarantee the adequacy, nor guarantee against the failure of consideration as to that part of the consideration not paid in cash.

  
 AUTHORIZED COUNTERSIGNATURE  
 POLK COUNTY TITLE, INC.  
 501 N. WASHINGTON  
 LIVINGSTON TX 77351  
 936-327-2496

Schedule B of this Policy consists of 4 page(s)

**EXHIBIT C**  
 page seven

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** December 15, 2003

**Grantor:** John W. Baskin, Jr. Individually and as Independent Executor of the Estate of Faye Marie Baskin, Deceased

**Grantor's Mailing Address:** Post Office Box 90  
Livingston, Polk County, Texas 77351

**Grantee:** Lewis F. Godsey, Jr. and wife Judy A. Godsey

**Grantee's Mailing Address:** 120 Woodhead Circle  
Livingston, Polk County, Texas 77351

**Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged and a note of even date that is in the principal amount of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00) and is executed by Grantee, payable to the order of COMMERCIAL BANK OF TEXAS, N.A. The note provides for acceleration of maturity and payment of attorney's fees in the event of default. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Thomas W. Ellison, Trustee.

**Property (including any improvements):**

3.101 acres of land, more or less, situated in the Joseph Morgan Survey, A-56, Polk County, Texas, being known part of a 7.12 acre tract more particularly described in Volume 392, Page 465 et seq., Deed Records, Polk County, Texas, and being all of a reserve as shown on an amended Plat of Section One (1) of Lakeside Village, as recorded in Volume 9, Page 30 of the Plat Records of Polk County, Texas. Said 3.101 acres, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes:

together with all improvements located thereon and all rights and appurtenances thereto in anywise belonging to Grantor, including but not limited to, all interest, if any, of Grantor in (a) strips or gores, if any, between the property described herein and abutting properties, whether owned or claimed by deed, limitations or otherwise, and whether or not they are located inside or outside the property described herein, and (b) any land lying in or under the bed of any highway, avenue, street, road, alley, easement or right-of-way, open or proposed, in, on, across, abutting or adjacent to the property described herein, and all rights, titles and interests of Grantor, if any, in and to any awards made, or to be made in lieu thereof, for damage by reason of change in grade of any such highway, avenue, street, road or alley (all of said property and interest being collectively referred to herein as the "Property").

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2003, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; validly existing reservations or exceptions approved in writing by Grantee and described in Schedule B of the Owner Policy for Title Insurance issued to Grantee as part of this transaction; any discrepancies, conflicts, or shortages in area or boundary lines, or any

**EXHIBIT "D"**

page one

encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

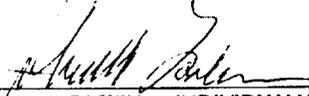
COMMERCIAL BANK OF TEXAS, N.A., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of COMMERCIAL BANK OF TEXAS, N.A. and are transferred to that party without recourse on Grantor.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Current ad valorem taxes on the Subject Property having been prorated, Grantee hereby assumes the payment thereof.

When the context requires, singular nouns and pronouns include the plural.

IN ADDITION TO, AND NOT IN LIMITATION OF, ANY OTHER WARRANTIES AND COVENANTS CONTAINED IN THIS DEED, GRANTOR REPRESENTS TO GRANTEE THAT GRANTOR AND GRANTOR'S FAMILY USE, OWN, OCCUPY AND CLAIM OTHER REAL PROPERTY AS HIS LEGAL HOMESTEAD.

  
\_\_\_\_\_  
JOHN W. BASKIN, INDIVIDUALLY AND AS  
INDEPENDENT EXECUTOR OF THE ESTATE OF FAYE  
MARIE BASKIN, DECEASED

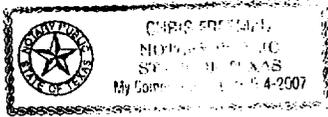
**EXHIBIT "D"** <sup>25</sup>

page two

STATE OF TEXAS #

COUNTY OF POLK #

This instrument was acknowledged before me this 5 day of December, 2003, by JOHN W. BASKIN, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF FAYE MARIE BASKIN, DECEASED.



Chris Freeman  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Lewis F. Godsey, Jr.  
120 Woodhead Circle  
Livingston, Texas 77351

PREPARED IN THE OFFICE OF:  
E.L. McClendon, Jr., Atty, PLLC  
507 North Washington  
Livingston, Texas 77351

c:\2003-357\godsey.wtdm

EXHIBIT D<sup>25</sup>  
page three

FIELDNOTES of 3.101 Acres in the Joseph Morgan Survey, A-56, Polk County, Texas and being part of a 7.12 Acres Tract described in Volume 392, Page 365 of the Polk County Deed Records and being all of a reserve as shown on an amended Plat of Section 1 of Lakeside Village recorded in Volume 9, Page 30 of the Polk County Plat Records. Said 3.101 Acres being more particularly described as follows:

BEGINNING at the Northwest corner of said 7.12 Acres Tract and the Northeast corner of a 1.818 Acres Tract described in Volume 321, Page 402 of said Deed Records, found a 1" iron pipe for corner in the most Westerly South Line of a 345.32 Acres Tract described in Volume 1279, Page 652 of the Polk County Official Records;

THENCE with the most Northerly North Line of said 7.12 Acres Tract and said South Line, S89°03'09"E 428.07 feet to a point for the most Northerly Northeast corner of said 7.12 Acres Tract and the Northwest corner of a reserve in Block 16 in said Lakeside Village from which a 5/8" iron rod was found N01°22'47"E 2.32 feet;

THENCE with the most Northerly East Line of said 7.12 Acres Tract, the West Line of said reserve and the West end of the Right of Way of North Street as shown on said amended Plat, S01°22'47"W 165.68 feet to a 5/8" iron rod set for the Northwest corner of the first mentioned reserve and the Southwest corner of said North Street;

THENCE with the North Line of said reserve and the South Right of Way of said Street, S89°25'30"E 17.71 feet to a 3/8" iron rod found for the Northeast corner of said reserve and the Northwest corner of a 0.492 Acre Tract described in Volume 1134, Page 642 of said Official Records;

THENCE with the East Line of said reserve and the most Westerly West Line of said 0.492 Acre Tract, S20°32'25"E 78.73 feet to the Southeast corner of said reserve and the most Westerly Southwest corner of said 0.492 Acre Tract, found a 3/8" iron rod for corner in the most Easterly North Line of said 7.12 Acres Tract;

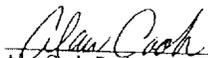
THENCE S65°13'45"W 260.66 feet to a 5/8" iron rod set for corner;

THENCE S76°17'14"W 161.75 feet to a 5/8" iron rod set for corner in the East Line of a 1.853 Acres Tract described in Volume 315, Page 56 of said Deed Records and the West Line of said 7.12 Acres Tract;

THENCE with said West Line, the East Line of said 1.853 Acres Tract, the East Line of a 0.56 Acre Tract described in Volume 321, Page 400 of said Deed Records and the East Line of said 1.818 Acres Tract, N10°51'00"W 401.35 feet to the Place of Beginning and containing 3.101 Acres of Land.

THE bearings described herein are based on the North Line of said 7.12 Acres Tract.

Surveyed : November, 2003

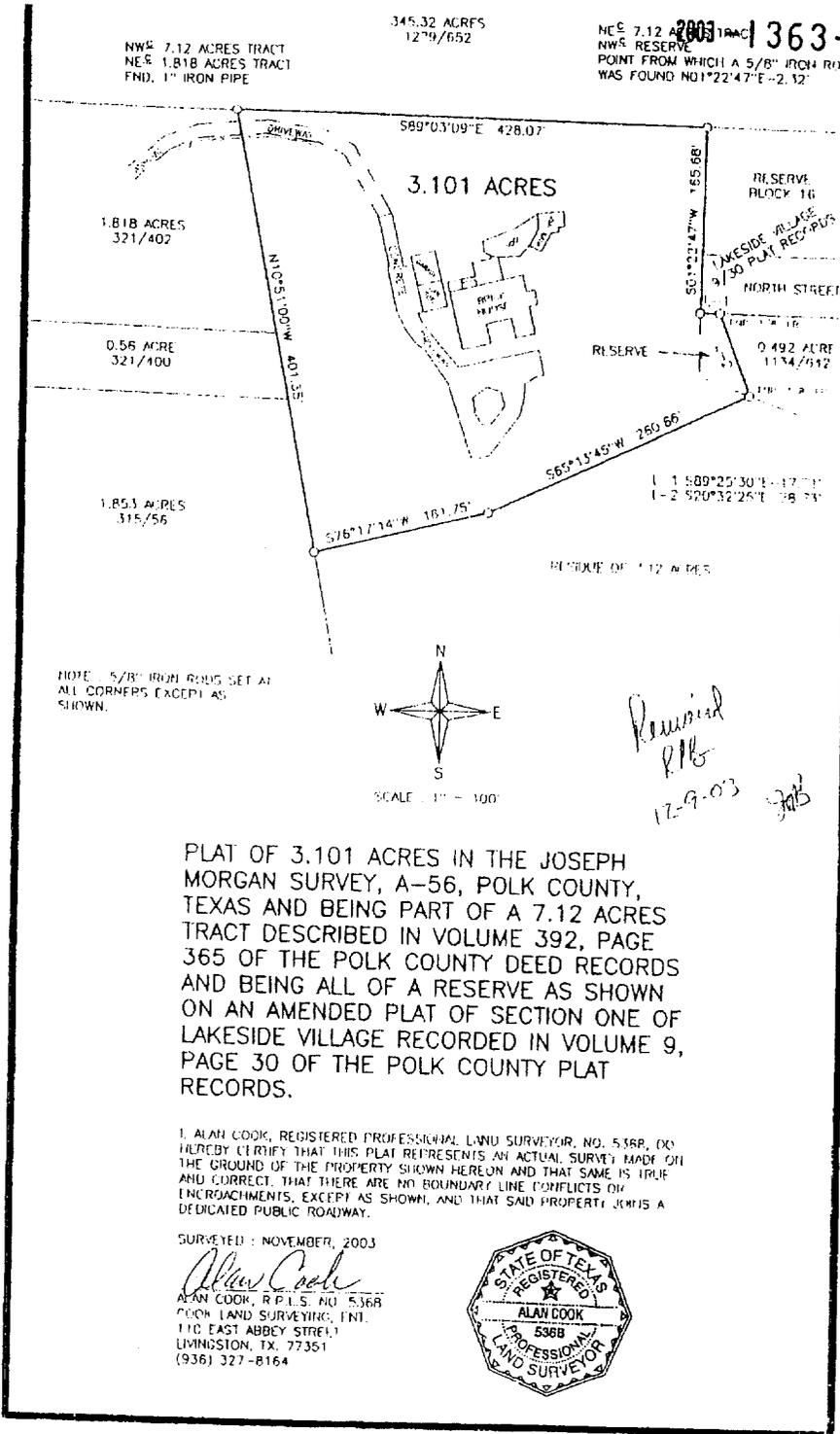
  
Alan Cook, Registered Professional  
Land Surveyor, No. 5368



2003

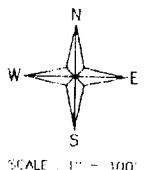
EXHIBIT "A"  
page one

EXHIBIT "D"  
page four



2003 TRACT 1363-722  
 NCE 7.12 ACRES TRACT  
 NWS RESERVE  
 POINT FROM WHICH A 5/8\"/>

NOTE: 5/8\"/>



*Revised  
 RLB  
 12-9-03*

PLAT OF 3.101 ACRES IN THE JOSEPH MORGAN SURVEY, A-56, POLK COUNTY, TEXAS AND BEING PART OF A 7.12 ACRES TRACT DESCRIBED IN VOLUME 392, PAGE 365 OF THE POLK COUNTY DEED RECORDS AND BEING ALL OF A RESERVE AS SHOWN ON AN AMENDED PLAT OF SECTION ONE OF LAKESIDE VILLAGE RECORDED IN VOLUME 9, PAGE 30 OF THE POLK COUNTY PLAT RECORDS.

I, ALAN COOK, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5368, DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON AND THAT SAME IS TRUE AND CORRECT, THAT THERE ARE NO BOUNDARY LINE CONFLICTS OR ENCROACHMENTS, EXCEPT AS SHOWN, AND THAT SAID PROPERTY FORMS A DEDICATED PUBLIC ROADWAY.

SURVEYED: NOVEMBER, 2003  
*Alan Cook*  
 ALAN COOK, R.P.L.S. NO. 5368  
 COOK LAND SURVEYING, INT.  
 110 EAST ABBEY STREET  
 LIVINGSTON, TX. 77351  
 (936) 327-8164

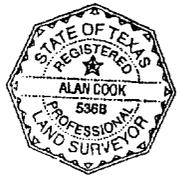


EXHIBIT "A"  
 page two

State of Texas }  
 County of Polk }  
 I, BARBARA MIDDLETON hereby certify that this instrument was FILED in the file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

DEC 16 2003

*Barbara Middleton*



*Barbara Middleton*  
 COUNTY CLERK  
 POLK COUNTY, TEXAS

FILED FOR RECORD  
 2003 DEC 16 PH 4:18

*Barbara Middleton*  
 BARBARA MIDDLETON  
 POLK COUNTY CLERK

EXHIBIT "D"  
 page five

Item #12

COPY

**Public Health Preparedness/Bioterrorism  
Angelina County & Cities Health District - Polk County**

This contract is entered into between **Polk County, Texas** and the **Angelina County & Cities Health District**, both local governmental units organized and established under Texas Law. This agreement is concluded under and governed by Chapter 121 of the Health and Safety Code ("The Local Public Health Reorganization Act"), Chapter 122 of the Health and Safety Code ("Powers and Duties of Counties and Municipalities Relating to Public Health") and Chapter 791 of the Government Code ("Interlocal Cooperation Contracts") **Angelina County & Cities Health District** currently has a Health District, authorized under Chapter 121 of the Health and Safety Code which provides public health services to the residents of **Angelina County**.

Texas Government Code Chapter 791 allows local governments to contract with other local governments to obtain public health services (§791.003(3) (D)).

**Polk County** desires to obtain the following health services for its citizens: **Public Health Preparedness/Bioterrorism** as mandated by the Texas Department of Health. **Angelina County & Cities Health District** agrees to provide those services to the citizens of **Polk County, Texas**. The compensation for such services will be determined by the Texas Department of Health allotment of funds for Public Health Preparedness/Bioterrorism.

\_\_\_\_\_  
**Chairman – Board Of Health Angelina County**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Administrator – Angelina County & Cities Health District**

8-6-04  
\_\_\_\_\_  
**Date**

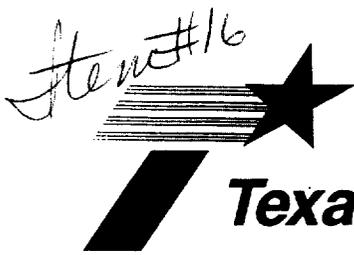
  
\_\_\_\_\_  
**County Judge – Polk County**

\_\_\_\_\_  
**Date**

COPY







## Texas Department of Transportation

1805 N. TIMBERLAND DRIVE • LUFKIN, TEXAS 75901 • 936/634-4433

August 12, 2004

The Honorable John Thompson  
Polk County Judge  
Polk County Courthouse – 3<sup>rd</sup> Floor  
Livingston, Texas 77351

Re: Construction and Maintenance Agreements  
Off System Bridge Replacement Program  
Project No.: 0911-04-040 and 0911-04-041

Dear Judge Thompson:

Enclosed are two copies each of the above referenced agreements. These agreements provide waiver of the local match fund participation requirement by the local government of an equivalent dollar-amount of structural improvement work. Please sign all of these as indicated and return them to this office.

If you have any questions, please contact me at 936-633-4409.

Sincerely,

A handwritten signature in cursive script that reads "Nancy A. Smith".

Nancy A. Smith, P.E.  
Lufkin District Bridge Engineer

**RECEIVED**

AUG 13 2004

POLK COUNTY JUDGE

COPY

County: Polk County  
CSJ: 0911-04-041  
Project: BR  
Road/Street/Highway: CR 329  
15 Digit NBI Structure No.: 11-187-0-AA0329-002  
Local Designation No.: Nettles Cemetery Rd./ Kelley Rd.  
Feature Crossed: Menard Creek Relief

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**ADVANCE FUNDING AGREEMENT**  
**For Bridge Replacement or Rehabilitation**  
**Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Polk, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at Menard Creek Relief, on CR 329 (Nettles Cemetery Rd./ Kelley Rd.) and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number 109335, dated number July 2003; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Conditions for Termination of this Agreement

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

### 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

### 6. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local

Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
- j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
- k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent as authorized by Texas Transportation Commission Minute Order Number N/A, dated N/A.
- l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

**14. Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**

- a. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

- b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
- c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
- d. Responsibilities of the Local Government on EMP(s).
  - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
  - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
  - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
  - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: Texas Department of Transportation  
Lufkin District Office  
1805 N. Timberland Dr.  
Lufkin, Texas 75901

Local Government:     Honorable John Thompson  
                              Polk County Judge  
                              Polk County Courthouse  
                              Livingston, Texas 77351

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.



**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

**25. Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**26. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**27. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

**28. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By:                     COPY                      
Signature

John P. Thompson  
Printed Name of Signatory

Title: Polk County Judge

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

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:                     COPY                      
Mary Lou Ralls, P.E.  
Director, Bridge Division

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

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**



The State of Texas  
County of Polk

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

WHEREAS, Polk County, Texas, hereinafter referred to as the Local Government, owns a bridge located at Menard Creek Relief, on Road/Street CR329, National Bridge Inventory (NBI) Structure Number 11-187-AA0329-002, Local Designation Nettles Cemetery Road / Kelley Road; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 109335 dated July, 2003, Control-Section-Job (CSJ) Number 0911-04-930; and

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

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

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$19,570.00 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

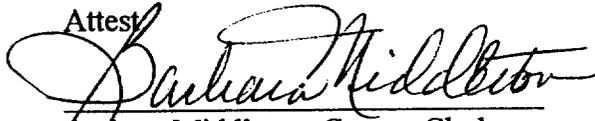
LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
<b>Menard Creek Relief CR329 11-187-AA0329-002</b>			
<i>Family Drive</i>	YES	<i>Replace (1) 36"x50' culvert</i>	<i>\$ 3,755.00</i>
<i>Bristol</i>	YES	<i>Replace (2) 18"x30' culverts</i>	<i>3,225.00</i>
<i>Beech Creek Woods</i>	YES	<i>Replace (1) 24"x40' culvert</i>	<i>2,367.50</i>
<i>Beech Creek Woods</i>	YES	<i>Replace (1) 36"x40' culvert</i>	<i>3,208.00</i>
<i>Walnut Ridge Road</i>	YES	<i>Replace (1) 18"x40' culvert</i>	<i>1,875.00</i>
<i>Hinson Hill Road.</i>	YES	<i>Replace (1) 24"x50' culvert</i>	<i>3,120.00</i>
<i>Tram Road</i>	YES	<i>Replace (1) 24"x24' culvert</i>	<i>2,019.50</i>
<b>TOTAL</b>			<b>\$ 19,570.00</b>

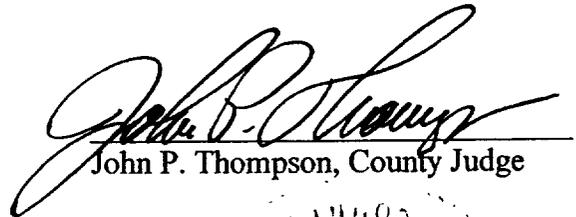
BE IT FURTHER RESOLVED that in receiving this waiver the Local Government acknowledges its obligation to conform with all conditions of 43 TAC Section 15.55(d); such conditions that include but are not restricted to the following:

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

6. Should this waiver request be approved, an appropriate written agreement or amendment to a previously executed agreement will be executed between the State and Local Government.

RESOLVED and approved this 22<sup>nd</sup> day of June, 2004.

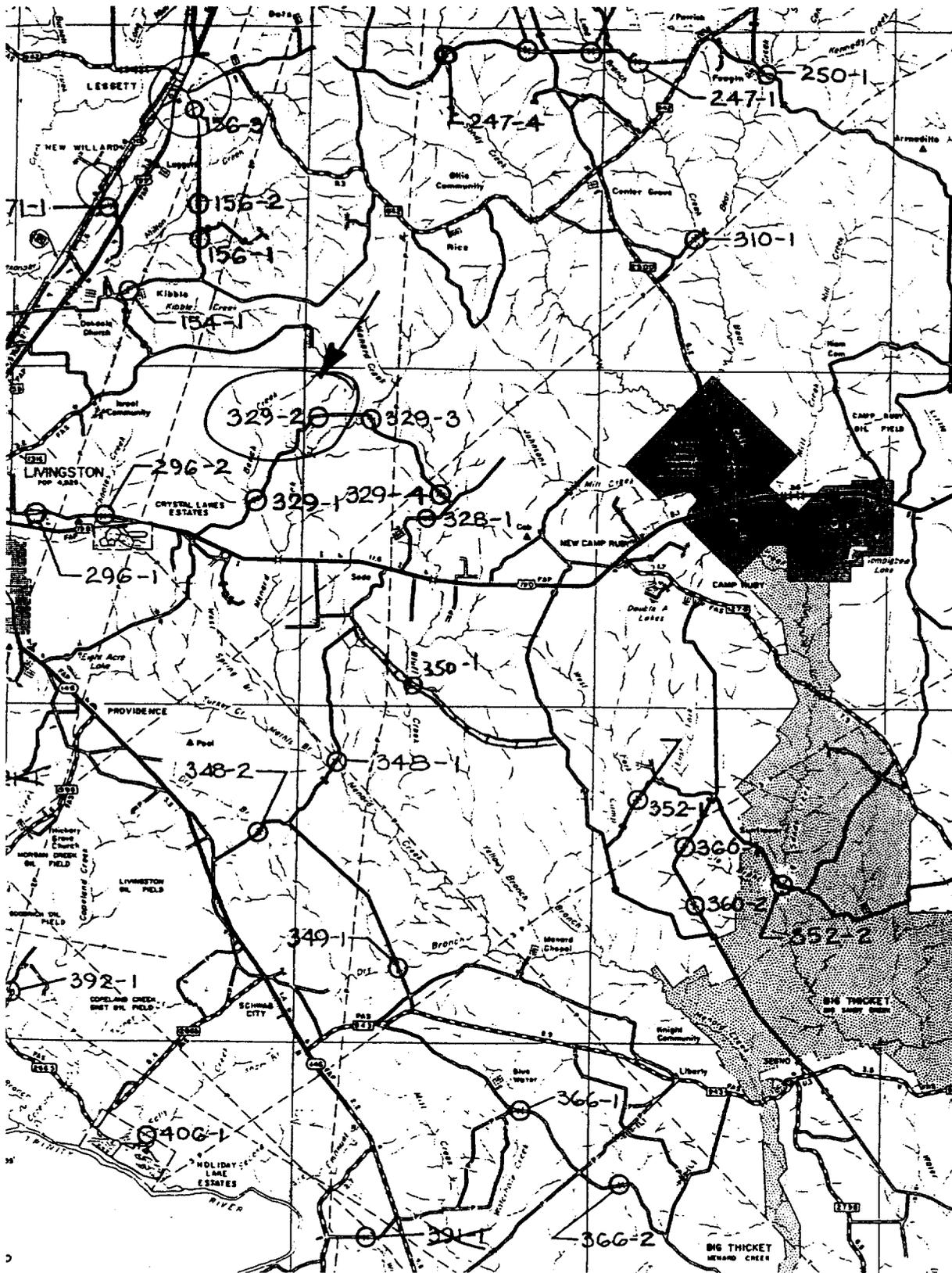
Attest  
  
Barbara Middleton, County Clerk

  
John P. Thompson, County Judge





**ATTACHMENT B**  
**PROJECT LOCATION MAP**



County: Polk  
 CSJ: 0911-04-041  
 Road/Street/Highway: CR 329  
 Feature Crossed: Menard Creek Relief  
 15 Digit NBI Structure No.: 11-187-0-AA0329-002  
 Local Designation No.: Nettles Cemetery Rd./ Kelley Rd.

**ATTACHMENT C (See Note \*\*)**

**LIST OF DISTRICT ENGINEER APPROVED  
 EQUIVALENT-MATCH PROJECT(S) (EMP)**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Family Dr.	Yes	No	Replace 36"x50' culvert	\$ 3,755.00
Bristol	Yes	No	Replace 2 - 18"x30' culverts	\$ 3,225.00
Beech Creek Woods	Yes	No	Replace 24"x40' culvert	\$ 2,367.50
Beech Creek Woods	Yes	No	Replace 36"x40' culvert	\$ 3,208.00
Walnut Ridge Rd.	Yes	No	Replace 18"x40' culvert	\$1,875.00
Hinson Hill Rd.	Yes	No	Replace 24"x50' culvert	\$3,120.00
Tram Rd.	Yes	No	Replace 24"x24' culvert	\$ 2,019.50
<b>Total</b>				<b>\$19,570.00</b>
<b>EMP work credited to this PWP (See Note *)</b>				<b>\$18,000.00</b>
<b>Balance of EMP work available to associated PWP(s)</b>				
<b>Associated PWP(s) Control-Section-Job (CSJ)</b>	<b>Amount to be Credited to Associated PWP (s)</b>			

Note \*: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note \*\*: This attachment not applicable for non-Participation-Waived Projects (PWP)

County: Polk  
 CSJ: 0911-04-041  
 Road/Street/Highway: CR 329  
 Feature Crossed: Menard Creek Relief  
 15 Digit NBI Structure No.: 11-187-0-AA0329-002  
 Local Designation No.: Nettles Cemetery Rd./ Kelley Rd.

**ATTACHMENT D**

**ESTIMATE OF DIRECT COSTS**

		<u>Estimated Cost</u>			<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	\$24,000.00			
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation			(3)		\$2,400.00
Construction		\$140,000.00			
Engineering and Contingency (E&C)		\$ 16,000.00			
The Sum of Construction and E&C	(2)	\$156,000.00			
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation			(4)		\$15,600.00
Amount of Advance Funds Paid by Local Government *			(5)	(	\$0.00 )
Amount of Advance Funds to be Paid by Local Government *			(6)	(	\$0.00 )
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6)		\$18,000.00
Total Project Direct Cost	(1+2)	\$180,000.00			

\* Credited Against Local Government Participation Amount

COPY

County: Polk County  
CSJ: 0911-04-040  
Project: BR  
Road/Street/Highway: CR 262  
15 Digit NBI Structure No.: 11-187-0-AA0262-001  
Local Designation No.: Herb Collins Rd.  
Feature Crossed: Dabbs Creek

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the County of Polk, acting by and through its duly authorized officials, hereinafter called the "Local Government."

**WITNESSETH**

**WHEREAS**, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns a bridge or bridges located on a public road or street located at Dabbs Creek on CR 262 (Herb Collins Rd.) and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number 109335, dated number July 2003; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**1. Period of this Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

**2. Conditions for Termination of this Agreement**

- a. The Agreement is terminated in writing with the mutual consent of the parties; or
- b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
- c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

**3. Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

**4. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**5. Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

**6. Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

**7. Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work.

**8. Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
- c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

**9. Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**10. Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

**11. Construction Responsibilities**

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

**12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

**13. Local Project Sources and Uses of Funds**

- a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
- b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
- d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
- e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
- f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local



Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

- g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
  - h. The State will not pay interest on any funds provided by the Local Government.
  - i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
  - j. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, this Agreement will clearly state the amount of the fixed price or the incremental payment schedule.
  - k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to N/A percent as authorized by Texas Transportation Commission Minute Order Number N/A, dated N/A.
  - l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**
- a. **Applicability.** If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.

- b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
- c. Credit Against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
- d. Responsibilities of the Local Government on EMP(s).
  - (1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
  - (2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
  - (3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
  - (4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.
- e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

**15. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

State: Texas Department of Transportation  
Lufkin District Office  
1805 N. Timberland Dr.  
Lufkin, Texas 75901

Local Government:     Honorable John Thompson  
                              Polk County Judge  
                              Polk County Courthouse  
                              Livingston, Texas 77351

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**18. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

**19. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**20. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

**21. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

**22. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**23. Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**24. Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

**25. Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**26. Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

**27. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

**28. Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**29. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

**30. Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

**31. Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**IN TESTIMONY HEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE LOCAL GOVERNMENT**

By: COPY  
Signature

John P. Thompson  
Printed Name of Signatory

Title: Polk County Judge

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

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: COPY  
Mary Lou Ralls, P.E.  
Director, Bridge Division

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

**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**





The State of Texas  
County of Polk

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

WHEREAS, Polk County, Texas, hereinafter referred to as the Local Government, owns a bridge located at Dabbs Creek, on Road/Street CR262, National Bridge Inventory (NBI) Structure Number 11-187-AA0262-001, Local Designation Herb Collins Road; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 109335 dated July, 2003, Control-Section-Job (CSJ) Number 0911-04-929; and

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

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

WHEREAS, the estimated local match fund participation requirement on the approved federal off-system bridge project is \$31,130.00 (dollars), hereinafter referred to as the "participation-waived" project, such participation requirement the Local Government proposes be waived and in return perform or cause to be performed equivalent-match project structural improvement work.

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

LOCATION (and NBI structure identification number, if applicable)	ON SCHOOL BUS ROUTE?	DESCRIPTION OF STRUCTURAL IMPROVEMENT WORK	ESTIMATED COST
<b>Dabbs Creek CR262 11-187-AA0262-001</b>			
<i>Freedom Bottom Bridge #156-2 (See Attachment A)</i>	YES	<i>Repair Undermined Abutment</i>	<i>6,925.00</i>
<i>Martin Luther King (See Attachment B)</i>	YES	<i>Headwall Construction on Culvert</i>	<i>11,824.00</i>
<i>Second Bridge on Rock Island Road (See Attachment C)</i>	YES	<i>Wingwall Construction</i>	<i>12,381.00</i>
<b>TOTAL</b>			<b>\$ 31,130.00</b>

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

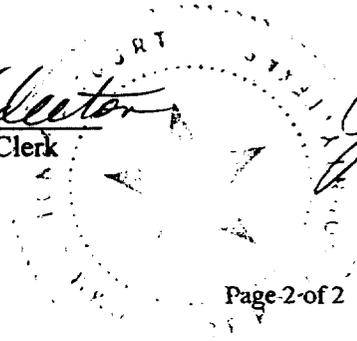
1. The Local Government must be currently in compliance with load posting and closure regulations as defined in National Bridge Inspection Standards under US Code of Federal Regulations, Title 23, Section 650.303.
2. The equivalent-match project work increases the load capacity of the existing bridge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

RESOLVED and approved this 22<sup>nd</sup> day of June, 2004.

Attest:

  
Barbara Middleton, County Clerk

  
John P. Thompson, County Judge



**ATTACHMENT B**  
**PROJECT LOCATION MAP**





County: Polk  
 CSJ: 0911-04-040  
 Road/Street/Highway: CR 262  
 Feature Crossed: Dabbs Creek  
 15 Digit NBI Structure No.: 11-187-0-AA0262-001  
 Local Designation No.: Herb Collins Rd.

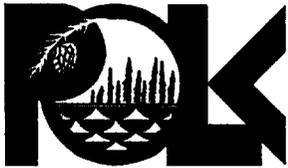
**ATTACHMENT D**

**ESTIMATE OF DIRECT COSTS**

		<u>Estimated Cost</u>		<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1)	\$27,000.00		
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation			(3)	\$2,700.00
Construction		\$151,000.00		
Engineering and Contingency (E&C)		\$ 17,000.00		
The Sum of Construction and E&C	(2)	\$168,000.00		
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation			(4)	\$16,800.00
Amount of Advance Funds Paid by Local Government *			(5) (	\$0.00 )
Amount of Advance Funds to be Paid by Local Government *			(6) (	\$0.00 )
Balance of Local Government Participation which is to be Waived where the Project is a PWP			(3+4-5-6)	\$19,500.00
Total Project Direct Cost	(1+2)	\$195,000.00		

\* Credited Against Local Government Participation Amount

COPY



**RESOLUTION**

**RESOLUTION EXPRESSING INTENT TO REIMBURSE EXPENDITURES  
TO BE INCURRED BY POLK COUNTY, TEXAS**

*Item #18*

**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 anticipation notes pursuant to Chapter 1431, Texas Government Code, 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 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.

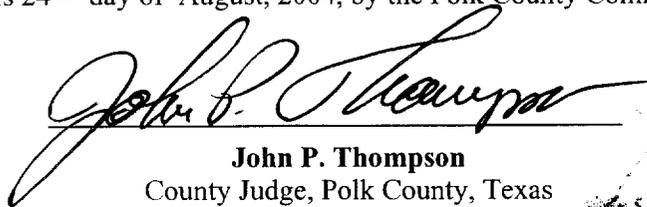
**NOW, THEREFORE, BE IT RESOLVED THAT:**

**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 the acquisition, construction, repair and equipping of the projects listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

**Section 2.** This resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. § 1.150-2 and Section 1201.042, Texas Government Code.

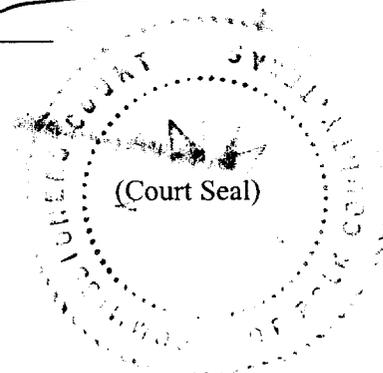
**Section 3.** The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit "A" attached hereto will not exceed \$26,026.00.

**ADOPTED** this 24<sup>th</sup> day of August, 2004, by the Polk County Commissioners Court.

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

Attest;

  
 Barbara Middleton, County Clerk



**EXHIBIT "A"**

**DESCRIPTION OF PROJECTS**

**Road/Bridge Repair;**

Davis & Brown Const.

Culvert Replacement, Pct. 4

Crystal Lakes W. Rd.

\$ 26,026.00

(Bid 2004-16)

**Such financing to be in an amount not to exceed \$ 26,026.00 from the Road & Bridge Fund of Polk County, Texas.**



#19

REVISION CHANGES BY FUND  
ASSIGNMENTS

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
051 AGING	.00

#2004-21

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

*[Signature]*

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2004 010-342-403	COUNTY CLERK REIMB	08/06/2004	2K4R21	518.59-	725.07-	206.48-	RECORD CK TX CENTER FOR JUD K	
	TOTAL AMENDMENTS		1	TOTAL	TOTAL	206.48-		
2004 010-403-427	TRAVEL/TRAINING	08/06/2004	2K4R21	5,218.59	5,425.07	206.48	RECORD CK TX CENTER FOR JUD K	
	TOTAL AMENDMENTS		1	TOTAL	TOTAL	206.48		
2004 010-465-400	ATTORNEY FEES-	08/06/2004	2K4R21	90,000.00	96,000.00	6,000.00	MOVE FUNDS FROM VARIOUS ACC K	
2004 010-465-402	INTERPRETOR FEES -	08/06/2004	2K4R21	2,500.00	500.00-	2,000.00-	MOVE FUNDS TO ATTY FEES 411 K	
2004 010-465-404	EXPERT WITNESS -	08/06/2004	2K4R21	1,000.00	.00	1,000.00-	MOVE FUNDS TO ATTY FEES 411 K	
2004 010-465-406	INTERPRETOR FEES -	08/06/2004	2K4R21	2,500.00	500.00	2,000.00-	MOVE FUNDS TO ATTY FEES 411 K	
2004 010-465-415	VISITING JUDGES	08/06/2004	2K4R21	3,000.00	2,000.00	1,000.00-	MOVE FUNDS TO ATTY FEES 411 K	
	TOTAL AMENDMENTS		5	TOTAL	TOTAL	.00		
2004 010-553-315	OFFICE SUPPLIES	08/06/2004	2K4R21	1,395.78	1,490.32	94.54	MOVE FUNDS FROM RADIO/OFC E K	
2004 010-553-572	RADIO/OFFICE EQUIP	08/06/2004	2K4R21	529.22	434.68	94.54-	MOVE FUNDS TO OFC SUPPLIES; K	
	TOTAL AMENDMENTS		2	TOTAL	TOTAL	.00		
2004 010-691-430	ADVERTISING/PUBLIC	08/06/2004	2K4R21	5,000.00	6,764.51	1,764.51	MOVE FUNDS FROM MISCELLANEO K	
2004 010-691-490	MISCELLANEOUS	08/06/2004	2K4R21	4,994.35	3,229.84	1,764.51-	MOVE FUNDS TO ADVERTISING; J K	
	TOTAL AMENDMENTS		2	TOTAL	TOTAL	.00		
2004 015-369-200	CULVERT/MATERIAL R	08/06/2004	2K4R21	78,838.21-	82,020.61-	3,182.40-	RECORD CK TWIN HARBORS;PCT K	
	TOTAL AMENDMENTS		1	TOTAL	TOTAL	3,182.40-		
2004 015-621-100	PCT 1 BUDGET CARRY	08/06/2004	2K4R21	4,726.06	2,726.06	2,000.00-	MOVE FUNDS TO P/T SALARIES; K	
2004 015-621-108	PCT 1 BUDGET CARRY	08/06/2004	2K4R21	2,726.06	.00	2,726.06-	MOVE FUNDS TO MATERIALS/SUP K	
2004 015-621-108	SALARY - PART TIME	08/06/2004	2K4R21	5,923.01	7,923.01	2,000.00	MOVE FUNDS FROM CARRYOVER; P K	
2004 015-621-337	MATERIAL/SUPPLIES	08/06/2004	2K4R21	17,901.05	20,627.11	2,726.06	MOVE FUNDS FROM CARRYOVER; P K	
	TOTAL AMENDMENTS		4	TOTAL	TOTAL	.00		
2004 015-622-339	CONSTRUCTION CONTR	08/06/2004	2K4R21	166,766.72	169,949.12	3,182.40	RECORD CK TWIN HARBORS;PCT K	
	TOTAL AMENDMENTS		1	TOTAL	TOTAL	3,182.40		
2004 051-645-333	RAW FOOD	08/06/2004	2K4R21	83,867.34	81,367.34	2,500.00-	MOVE FUNDS TO KITCHEN SUPPL K	
2004 051-645-344	KITCHEN SUPPLIES	08/06/2004	2K4R21	72.60	2,572.60	2,500.00	MOVE FUNDS FROM RAW FOODS; B K	
	TOTAL AMENDMENTS		2	TOTAL	TOTAL	.00		

08/13/2004 15:22:21

REPORT OF GENERAL LEDGER AMENDMENTS

GELL22 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDT NUMBER	OLD BUDGET AMOUNT	AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2004 010-342-426	REIMB TRANSPORT OF	08/13/2004	2K4R21	400.00-	772.00-	372.00-	RECORD CK A-1 BONEY BALL BO K	K
	TOTAL AMENDMENTS			1		372.00-		
2004 010-497-315	OFFICE SUPPLIES	08/12/2004	2K4R21	4,600.00	3,902.00	698.00-	MOVE FUNDS TO OFC EQUIPMENT K	K
2004 010-497-315	OFFICE SUPPLIES	08/12/2004	2K4R21	3,902.00	3,878.75	23.25-	MOVE FUNDS TO OFC EQUIPMENT K	K
2004 010-497-572	OFFICE EQUIPMENT	08/12/2004	2K4R21	.00	698.00	698.00	MOVE FUNDS FROM OFC SUPPLIE K	K
2004 010-497-572	OFFICE EQUIPMENT	08/12/2004	2K4R21	698.00	721.25	23.25	MOVE FUNDS FROM OFC SUPPLIE K	K
	TOTAL AMENDMENTS			4		.00		
2004 010-512-300	UNIFORMS	08/12/2004	2K4R21	4,500.00	4,100.00	400.00-	MOVE FUNDS TO INMATE SUPPLI K	K
2004 010-512-333	GROCERIES	08/12/2004	2K4R21	78,500.00	77,159.00	1,341.00-	MOVE FUNDS TO MISCELLANEOUS K	K
2004 010-512-426	TRAVEL - TRANSPORT	08/12/2004	2K4R21	14,200.00	14,572.00	372.00	RECORD CK A-1 BONEY BALL BO K	K
2004 010-512-490	MISCELLANEOUS	08/12/2004	2K4R21	3,500.00	4,841.00	1,341.00	MOVE FUNDS FROM GROCERIES;W K	K
2004 010-512-491	INMATE SUPPLIES	08/12/2004	2K4R21	15,200.00	15,600.00	400.00	MOVE FUNDS FROM UNIFORMS;W. K	K
	TOTAL AMENDMENTS			5		372.00		
2004 010-560-422	RADIO/COMMUNICATIO	08/13/2004	2K4R21	9,641.51	9,378.37	263.14-	MOVE FUNDS TO MOBILE PHONES K	K
2004 010-560-423	MOBIL PHONES	08/13/2004	2K4R21	20,000.00	20,263.14	263.14	MOVE FUNDS FROM RADIO/COMMU K	K
	TOTAL AMENDMENTS			2		.00		
2004 010-650-315	OFFICE SUPPLIES	08/12/2004	2K4R21	1,000.00	880.00	120.00-	MOVE FUNDS TO TRAVEL;W BOBI K	K
2004 010-650-427	TRAVEL/TRAINING	08/12/2004	2K4R21	1,900.00	2,020.00	120.00	MOVE FUNDS FROM OFC SUPPLIE K	K
	TOTAL AMENDMENTS			2		.00		
2004 015-369-200	CULVERT/MATERIAL R	08/12/2004	2K4R21	82,020.61-	82,223.28-	202.67-	RECORD CK YAUPON COVE POA;P K	K
	TOTAL AMENDMENTS			1		202.67-		
2004 015-611-000	PRECINCT #1-PERM R	08/12/2004	2K4R21	8,377.74	.00	8,377.74-	MOVE FUNDS TO MATERIALS;PCT K	K
2004 015-611-339	CONSTRUCTION CONTR	08/12/2004	2K4R21	.00	8,377.74	8,377.74	MOVE FUNDS FROM CARROVER;P K	K
	TOTAL AMENDMENTS			2		.00		
2004 015-620-621	PRECINCT #1 PERMAN	08/13/2004	2K4R21	50,000.00	47,000.00	3,000.00-	MOVE FUNDS TO REGULAR BUDGE K	K
	TOTAL AMENDMENTS			1		3,000.00-		
2004 015-621-300	UNIFORMS	08/12/2004	2K4R21	4,400.00	5,100.00	700.00	MOVE FUNDS FROM MISCELLANEO K	K
2004 015-621-337	MATERIAL/SUPPLIES	08/13/2004	2K4R21	20,627.11	23,627.11	3,000.00	MOVE FUNDS FROM PERMANENT R K	K
2004 015-621-490	MISCELLANEOUS	08/12/2004	2K4R21	4,225.00	3,525.00	700.00-	MOVE FUNDS TO UNIFORMS;PCT K	K
	TOTAL AMENDMENTS			3		3,000.00		
2004 015-622-337	MATERIAL/SUPPLIES	08/12/2004	2K4R21	29,072.03	29,274.70	202.67	RECORD CK YAUPON COVE POA;P K	K
	TOTAL AMENDMENTS			1		202.67		

Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget
010-409-331	<b>GENERAL OPERATIONS</b> COPY/POSTAGE MACHINE EXPENSE TELEPHONE GAS/HEAT WATER PROPERTY INSURANCE AUTOMOBILE INSURANCE PUBLIC OFFICIALS LIABILITY COUNTY EMPLOYEE CRIME POLICY	5,100.00		UNBUDGETED EXPENSES	40,000.00	45,100.00
010-409-420		15,000.00		UNBUDGETED EXPENSES	98,000.00	113,000.00
010-409-441		1,000.00		UNBUDGETED EXPENSES	20,000.00	21,000.00
010-409-442		3,500.00		UNBUDGETED EXPENSES	27,000.00	30,500.00
010-409-482		1,851.00		UNBUDGETED EXPENSES	75,000.00	76,851.00
010-409-490		1,591.00		UNBUDGETED EXPENSES	90,000.00	91,591.00
010-409-493	3,838.00		UNBUDGETED EXPENSES	25,000.00	28,838.00	
010-409-495	140.00		UNBUDGETED EXPENSES	701.00	841.00	
010-465-401	<b>JUDICIAL</b> PSYCHOLOGICAL EVALUATIONS-411TH APPEALS & TRANSCRIPTS-411TH PSYCHOLOGICAL EVALUATIONS-258TH APPEALS & TRANSCRIPTS-258TH ATTORNEY FEES-258TH TRAVEL-COURT REPORTERS	2,320.00		UNBUDGETED EXPENSES	1,500.00	3,820.00
010-465-403		7,200.00		UNBUDGETED EXPENSES	5,000.00	12,200.00
010-465-405		1,100.00		UNBUDGETED EXPENSES	1,500.00	2,600.00
010-465-407		7,300.00		UNBUDGETED EXPENSES	5,000.00	12,300.00
010-465-408		24,000.00		UNBUDGETED EXPENSES	90,000.00	114,000.00
010-465-426	1,700.00		UNBUDGETED EXPENSES	2,000.00	3,700.00	
027-580-108	<b>SECURITY</b> SALARIES-PART/TIME	3,042.69		UNBUDGETED EXPENSES	16,900.00	19,942.69
010-645-411	<b>SOCIAL SERVICES</b> PAUPER CARE AND LUNACY	2,000.00		UNBUDGETED EXPENSES	10,000.00	12,000.00
010-426-400	<b>COUNTY COURT @ LAW</b> ATTORNEY FEES-COUNTY COURT	6,500.00		UNBUDGETED EXPENSES	65,000.00	71,500.00
010-435-490	<b>JURY</b> CONTINGENCIES	500.00		UNBUDGETED EXPENSES	2,500.00	3,000.00
TOTALS		87,682.69	0.00			

SCHEDULE OF BILLS BY FUND

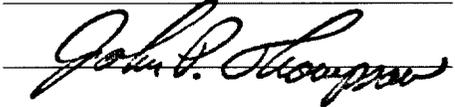
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	94,389.00
015	ROAD & BRIDGE ADM	2,781.91
027	SECURITY	122.89
051	AGING	2,210.96
088	JUDICIARY FUND	1,003.80
093	CO CLERK RECORDS MGMT FUND	13.50
-----		
	TOTAL OF ALL FUNDS	100,522.06

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	71,863.78
015	ROAD & BRIDGE ADM	19,316.64
027	SECURITY	608.63
049	DISTRICT ATTY HOT CHECK FUND	906.39
051	AGING	2,008.79
083	MUSEUM OPERATING FUND	177.09
101	ADULT SUPERVISION	13,720.22
185	CCAP - JUVENILE PROBATION	5,610.78
TOTAL OF ALL FUNDS		114,212.32

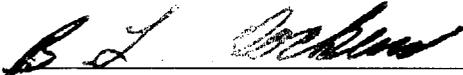
*ACT 446*

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	174.00
	-----
TOTAL OF ALL FUNDS	174.00

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
061 DEBT SERVICE FUND	33,966.80
	-----
TOTAL OF ALL FUNDS	33,966.80

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

B. L. DOCKENS 

COUNTY AUDITOR \_\_\_\_\_

JOHN P. THOMPSON 

COUNTY JUDGE



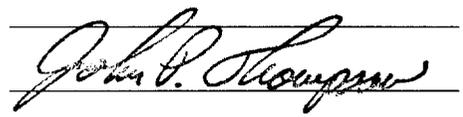
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,688.04
015	ROAD & BRIDGE ADM	616.95
101	ADULT SUPERVISION	392.02
185	CCAP - JUVENILE PROBATION	298.00
	TOTAL OF ALL FUNDS	2,995.01

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	87,866.95
015	ROAD & BRIDGE ADM	21,856.72
027	SECURITY	483.74
049	DISTRICT ATTY HOT CHECK FUND	483.74
051	AGING	967.48
101	ADULT SUPERVISION	13,271.92
185	CCAP - JUVENILE PROBATION	4,873.30
TOTAL OF ALL FUNDS		129,803.85

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

B. L. DOCKENS



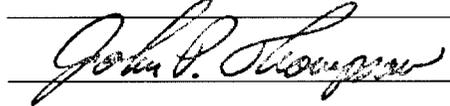
COUNTY AUDITOR

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JOHN P. THOMPSON

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COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

VOL 50 PAGE 1051

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2.69
011 HOTEL OCCUPANCY TAX FUND	500.00
015 ROAD & BRIDGE ADM	64,625.92
032 ENVIRONMENTAL SERVICES	2,750.00
061 DEBT SERVICE FUND	4,722.00
	-----
TOTAL OF ALL FUNDS	72,600.61

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	736.85
015	ROAD & BRIDGE ADM	136.05
101	ADULT SUPERVISION	128.65
185	CCAP - JUVENILE PROBATION	14.00
TOTAL OF ALL FUNDS		1,015.55

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

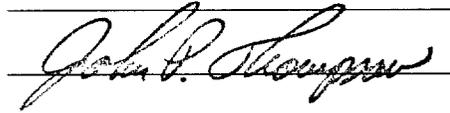
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	21,869.97
015 ROAD & BRIDGE ADM	271.95
	-----
TOTAL OF ALL FUNDS	22,141.92

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

B. L. DOCKENS 

COUNTY AUDITOR \_\_\_\_\_

JOHN P. THOMPSON \_\_\_\_\_

COUNTY JUDGE 

*Ac 14 447*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	130,579.76
015	ROAD & BRIDGE ADM	38,154.07
027	SECURITY	1,227.29
049	DISTRICT ATTY HOT CHECK FUND	1,617.82
051	AGING	4,212.52
083	MUSEUM OPERATING FUND	345.53
101	ADULT SUPERVISION	24,578.75
185	CCAP - JUVENILE PROBATION	9,403.07
TOTAL OF ALL FUNDS		210,118.81

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*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,082.62
015	ROAD & BRIDGE ADM	766.62
027	SECURITY	30.00
101	ADULT SUPERVISION	1,717.11
185	CCAP - JUVENILE PROBATION	584.29
TOTAL OF ALL FUNDS		6,180.64

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

B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON



COUNTY JUDGE

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FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	10,929.10
015	ROAD & BRIDGE ADM	455.61
027	SECURITY	7.83
049	DISTRICT ATTY HOT CHECK FUND	363.29
051	AGING	110.27
088	JUDICIARY FUND	173.40
TOTAL OF ALL FUNDS		12,039.50



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

B. L. DOCKENS

COUNTY AUDITOR

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JOHN P. THOMPSON

COUNTY JUDGE



*AC-14449*

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	50,916.88
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TOTAL OF ALL FUNDS	50,916.88

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

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*AC 4/50*

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	187,325.00
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TOTAL OF ALL FUNDS	187,325.00

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,500.00
015	ROAD & BRIDGE ADM	3,844.27
061	DEBT SERVICE FUND	69,804.06
		-----
	TOTAL OF ALL FUNDS	75,148.33

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

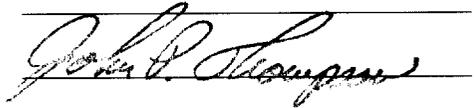
B. L. DOCKENS



COUNTY AUDITOR

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JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	35,539.77
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TOTAL OF ALL FUNDS	35,539.77

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

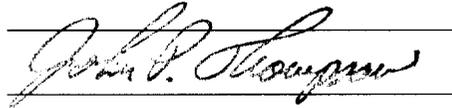
B. L. DOCKENS



COUNTY AUDITOR

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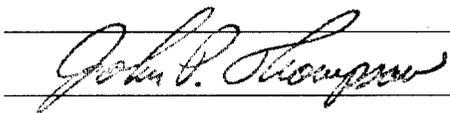
JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	51,572.76
015	ROAD & BRIDGE ADM	52,823.11
040	LAW LIBRARY FUND	1,402.14
049	DISTRICT ATTY HOT CHECK FUND	156.07
051	AGING	2,003.59
090	DRUG FORFEITURE FUND	383.86
093	CO CLERK RECORDS MGMT FUND	2,083.33
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	TOTAL OF ALL FUNDS	110,424.86

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

B. L. DOCKENS   
COUNTY AUDITOR \_\_\_\_\_  
JOHN P. THOMPSON   
COUNTY JUDGE \_\_\_\_\_

**VOL 50 PAGE 1062**

Addendum Schedule of Bills for Court Dated AUG 24, 2004  
FY-04

CLIFTON/ KATHY	\$ 78.32	DISTRICT CLERK
DICTAPHONE	\$ 4,831.97	SHERIFF DEPT.
DUBOSE/ MARK	\$ 51.04	SHERIFF DEPT
MARTIN/ STACIE	\$ 26.04	SHERIFF DEPT
TOTAL	<u>\$ 4,987.37</u>	



#22

DATE: AUGUST 11 THROUGH AUGUST 24, 2004

Revised List

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	DARRYL L. HARTLESS	SHERIFF	1034 - DETECTIVE & CRIME STOPPERS COORDINATOR	REGULAR FULL-TIME	20/02	\$29,477.55	RESIGNATION EFFECTIVE 08/09/2004
(2)	KANDYCE L. PUCKETT	SHERIFF	1043 - TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	13/(01)	\$9.79/HR	EMG HIRE/ NEW HIRE EFFECTIVE 08/19/2004
(3)	LISA GAYE MULLINS	JAIL	1055 - CORRECTIONS OFFICER	LABOR POOL (-900)	13/(01)	\$9.79/HR	NEW HIRE EFFECTIVE 08/25/2004
(4)	STEVEN R. SUTTON	JAIL	1055 - CORRECTIONS OFFICER	LABOR POOL (-900)	13/(01)	\$9.79/HR	NEW HIRE EFFECTIVE 08/25/2004
(5)	CANDACE M. BROWN	COUNTY COURT-AT-LAW	105 - DEPUTY CLERK	LABOR POOL (-900)	11/(01)	\$8.86/HR	TRANSFER TO DISTRICT CLERK, LABOR POOL, (-900) 105 - DEPUTY CLERK, (11/01) (\$8.86/HR) EFFECTIVE 08/25/2004
(6)	GUY FREDRICK RASBERRY	ROAD & BRIDGE PRECINCT # 1	108 - HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/01	\$23,603.51	MERIT INCREASE TO (16/03) (\$24,798.44) Add
(7)	VANESSA J. MITCHELL	ROAD & BRIDGE PRECINCT # 4	103 - SECRETARY II	REGULAR FULL-TIME	12/02	\$19,856.81	RESIGNATION EFFECTIVE 08/26/2004 Add
(8)	MARK L. JONES	SHERIFF	1037 - DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	17/02	\$25,418.40	PROMOTION TO SHERIFF, 1034 - DETECTIVE & CRIME STOPPERS COORDINATOR, (20/01) (\$28,758.28) Add
(9)	BOBBY RAY KEY	JAIL	1055 - CORRECTIONS OFFICER	REGULAR FULL-TIME	13/01	\$20,353.23	RE-HIRE EFFECTIVE 08/30/2004 Add
(10)	STACY RENEE HANDLEY	COUNTY CLERK	105 - DEPUTY CLERK	REGULAR FULL-TIME	11/03	\$19,372.50	TRANSFER TO DISTRICT CLERK, REG F71, 105 - DEPUTY CLERK, (11/01) (\$18,439.02) EFFECTIVE 09/08/04 Add
(11)							
(12)							
(13)							
(14)							
(15)							
(16)							
(17)							
(18)							
(19)							
(20)							





# T-NETIX®

## AGREEMENT FOR INMATE TELEPHONE SERVICE

This Agreement for Inmate Telephone Service (the "Agreement") is entered into as of August 27, 2004, (the "Effective Date") by and between Polk County, TX ("Client"), and T-NETIX, Inc., ("T-NETIX"). T-NETIX and Client are sometimes referred to individually herein as a "Party" and jointly as the "Parties".

### 1. Scope.

1.1 Client hereby authorizes T-NETIX to install telephones and equipment and to provision the following services ("Call" or "Calls"):  local,  intraLATA,  interLATA,  interstate, and/or  international, telephone services from inmate telephones at Client's designated facility(ies) as set forth in Exhibit A attached hereto.

1.2 Such telephones, equipment and services make up the inmate telephone system and are referred to in this Agreement as the "System". During the term of this Agreement, T-NETIX shall be Client's exclusive provider of such inmate telephone services as identified above.

### 2. Term.

2.1 The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of Five (5) years. This Agreement will renew automatically for a like term unless either Party provides written notice to the other Party of its intent to terminate this Agreement thirty (30) days prior to the expiration of the term.

2.2 Notwithstanding 2.1 above, either Party may terminate this Agreement for failure to perform the obligations herein upon ninety (90) days prior written notice to the other Party. And failure of the noticed Party to cure the failure and performance. T-NETIX reserves the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice

if the Agreement negatively impacts T-NETIX' business; however, T-NETIX shall not unreasonably exercise such right.

### 3. T-NETIX Products and Services.

3.1 T-NETIX shall install, at its sole cost and expense, the System and other equipment as required for the provisioning of inmate telephone service.

3.2 T-NETIX shall maintain the System in good condition at all times. All maintenance or repair work, which may be performed remotely or on site, shall be performed in such a manner as to minimize the disruption of inmate telephone service. Upon Client's written request, T-NETIX will make available T-NETIX's standard post-installation training materials. Client may request custom training (to the extent available), at T-NETIX then current pricing.

3.3 T-NETIX will also provide the ancillary products and services as identified below:

- Prepaid Calling Services
- SECUREvoice™
- Inmate Management System
- X.O. Commissary
- Monitoring and Recording

### 4. System Features and Services.

4.1 The System will provide an automatic "on/off" feature. The System will have the capability of being monitored over a dedicated phone line to provide for on-line diagnostics and troubleshooting.

4.2 The System will provide for automatic billing and placing of collect calls without the need for conventional live operator services. T-NETIX will be responsible for all billing and collections of inmate calling but may contract with third parties to perform this function.

4.3 The System will provide for detailed call records that will be retained at the T-NETIX National Service Center for a minimum of three (3) years and that will be available to Client upon reasonable advance notice.

**5. Property Rights and Confidentiality.**

5.1 All components of the System including, but not limited to, computer workstation(s), central processing unit(s), proprietary software and inmate telephones and concentrators provided by T-NETIX, shall at all times remain the property of T-NETIX. Data placed on the T-NETIX proprietary software by Client shall remain the property of Client. Call data records shall remain the property of T-NETIX.

5.2 The Parties agree that this Agreement, T-NETIX' software and training materials, if identified as confidential, are confidential information ("Confidential Information"). Client will use the same prudent care to safeguard the Confidential Information as it uses for its own confidential information and will not use the Confidential Information for purposes other than those necessary to further the purposes of this Agreement.

5.3 Client will instruct its employees of the confidentiality restrictions set forth herein. Client will not disclose to third persons the Confidential Information without the prior written consent of T-NETIX, unless required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity or legal process of any governmental entity and, in such event, Client will promptly notify T-NETIX of the

exact nature and circumstances of such required disclosure.

**6. Call Duration and Free Calls.**

6.1 The System will have the capability to automatically limit the duration of each Call to a duration designated by T-NETIX.

6.2 The System will have the capability to allow free calls as may be designated, from time-to-time, by Client, however T-NETIX shall have the right to place limits on the number of free Calls to be allowed over a certain period of time.

**7. Use of Space; Right of Access.**

7.1 Client shall make available to T-NETIX sufficient space within the facilities for the System and to allow for T-NETIX' performance of services as required herein. The space should have the appropriate heating, ventilation and air conditioning for the System. Prior to installation, T-NETIX will provide Client with specifications for such facilities and for the heating, ventilation and air conditioning.

7.2 Client shall afford T-NETIX personnel or contractors access to the System in order to perform services described herein. Reasonable security during access will be provided by Client.

**8. Commissions.**

8.1 Subject to the provisions of this Section 8, T-NETIX will pay Client a commission of fifty-five percent (55%) of gross billed revenues (excluding federal, state and local fees, and taxes) from completed Calls. Such fees and taxes include, but are not limited to, Federal Universal Service Fund ("FUSF") amounts. In the event Client authorizes prepaid calling services, T-NETIX may be paid for such services through deductions from commissions.

8.2 T-NETIX will pay Client advanced commissions in the amount of \$50,000.

Such advance will be paid within thirty (30) days after Agreement is executed by both Parties. Upon initiation of Services, T-NETIX will withhold further commission payments until the \$50,000 in advance commissions have been earned by Client.

8.3 T-NETIX will pay Client a one-time cash signing bonus of \$25,000 within thirty (30) days after Agreement is executed by both Parties.

8.4 Commission payments shall be payable on the 20<sup>th</sup> day of each month for the preceding month's call volume and shall be made payable to:

Client Name: Polk County, TX  
Address: 101 West Church St.  
Suite 300  
Livingston, TX 77351

**Notices.**

9.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to Client at the address in Section 8.2 above and to T-NETIX as follows:

If to T-NETIX:

T-NETIX, Inc.  
Attention: President  
2155 Chenault Dr., Suite 410  
Carrollton, TX 75006  
Telephone: (972) 236-1180  
Fax: (972) 236-6977

with a copy to:

T-NETIX, Inc.  
Attention: Chief Legal Officer  
2155 Chenault Dr., Suite 410  
Telephone: (972) 236-1175  
Fax: (972) 236-6978

or to such other address as either Party may designate from time-to-time in writing to the other Party.

9.2 Unless otherwise provided herein, notices shall be sent by (i) hand delivery, (ii) registered or certified U.S. mail, postage prepaid, (iii) commercial courier delivery service, or (iv) facsimile, and shall be deemed served or delivered (w) upon receipt at the address for notice specified above when hand delivered, (x) upon confirmation of sending when sent by facsimile, (y) when delivered after being sent by courier delivery service, or (z) five (5) days after deposit in the mail when sent by U.S. mail.

**10. Indemnification.** T-NETIX shall indemnify and hold Client harmless against all claims, demands and causes of action made against Client arising from damage to or destruction of property or injury to persons occurring as a result of the acts or omissions of T-NETIX, its officers, employees, subcontractors, or agents in furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement. In no event, however, will either Party be liable for punitive or consequential damages, even if notification has been given as to the possibility of such damages, including but not limited to, loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective Parties. T-NETIX liability under this Agreement shall not exceed the total net value of this Agreement to T-NETIX.

**11. General.** This Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of Texas. If any term, covenant or condition contained herein shall be invalid or unenforceable to any extent and in any respect under any laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable

law. This Agreement shall not be binding upon either Party until accepted in writing by an authorized representative of T-NETIX as indicated by the signature below. This Agreement may not be assigned or transferred to any other person or entity without the prior written mutual agreement of the Parties. Notwithstanding the above, T-NETIX may assign this Agreement without the prior consent of Client to any person acquiring all or substantially all of its assets or to any person or entity with or into which T-NETIX merges; provided, however, that in any such case, all terms and conditions hereof will be binding upon and inure to the assignee or merged surviving entity as though such entity was an original party to this Agreement.

**12. Force Majeure.** Neither Party will be liable to the other for delays or inability to perform their obligations if such failure results from a Force Majeure event, which will include any Acts of God, acts of governments, acts of terrorism, riots, wars, strikes, fires, weather, delays in transportation, shortages of materials, the unavailability of equipment or other matters beyond the reasonable control of the Party. Any such Force Majeure event will extend the time for such performance for a period

equal to the period of delay; provided however, that the Party whose performance is prevented or delayed by such Force Majeure will take all reasonable steps to avoid or remove such causes of nonperformance and will continue its performance whenever and to the extent such causes are removed.

**13. Entire Agreement; Amendments.**

This Agreement represents the entire Agreement between the Parties with respect to the matters addressed herein and supersedes all prior negotiations, representations or agreements between the Parties, whether written or oral, on the subject matter hereof. This Agreement may not be amended, modified, altered, or rescinded except upon a written instrument designated as an amendment to this Agreement and executed by all Parties hereto.

**14. Exhibits.** This Agreement includes Exhibits attached hereto as indicated below:

- Exhibit A, Facilities**
- Exhibit B, Prepaid Calling Services**
- Exhibit C, SECUREvoice™**

**CLIENT**

Signature: 

Print Name: John P. Thompson

Title: Polk County Judge

**T-NETIX, INC.**

Signature: 

Printed Name: Thomas R. Meriam

Title: EVP, Strategic Markets

THE SYSTEM INSTALLED AT THE SITE MAY HAVE THE CAPACITY TO RECORD INMATE PHONE CALLS AND/OR ALLOW CORRECTIONAL OFFICERS TO MONITOR INMATE PHONE CALLS. BY PROVIDING EQUIPMENT HAVING EITHER OR BOTH OF THESE CAPABILITIES, T-NETIX MAKES NO REPRESENTATIONS AS TO THE LEGALITY OF RECORDING OR MONITORING INMATE TELEPHONE CALLS.

**EXHIBIT A**

1. Facility Name & Address: Polk County Jail  
1733 North Washington  
Livingston, TX 77351
  
2. Facility Name & Address:
  
  
3. Facility Name & Address:

**Exhibit B  
Prepaid Calling Services**

We are pleased to offer T-NETIX Prepaid Calling Services. Please acknowledge your request that these services be provisioned at .Polk County, TX.

**T-NETIX Prepaid Calling Services:**

The T-NETIX Prepaid Calling Services system will be capable of providing an alternative to Collect Calling for Inmates within your facility. The Prepaid Calling Services will have all of the functions available on collect calls (if installing Enhanced 800 Service).

\*All cards sold by the facility will be subject to Local, State, and Federal taxes applicable, unless a copy of a tax exempt form or W-9 are on file with T-NETIX.

AGREED:

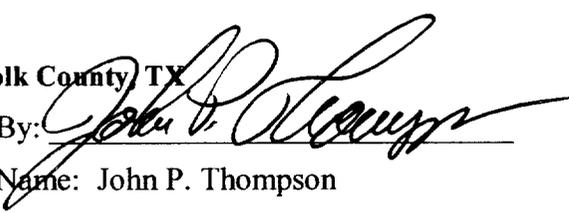
**T-NETIX, Inc.**

By: 

Name: Thomas R. Meriam

Title: EVP, Strategic Markets

**Polk County, TX**

By: 

Name: John P. Thompson

Title: County Judge

**EXHIBIT C**

We are pleased to offer the enhanced service feature, *SECUREvoice*<sup>™</sup>. Please acknowledge your request that these services be provisioned at Polk County, TX.

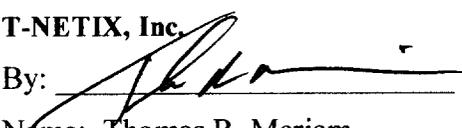
**Voice Print Verification (*SECUREvoice*):**

The *SECUREvoice*<sup>™</sup> system is a voice biometric technology that will be capable of providing speaker verification for the authorization of inmate calls. Upon initialization of the first outgoing telephone call, the system will automatically prompt the inmate to make sample voiceprint of their name. Upon completion of the samples, the system will make a recording of the voiceprint that will later be used to initiate all future calls by the inmate. This system will be offered to Polk County, TX at no charge to the facility and will be funded from collected funds from the T-NETIX Inmate Security Fee tariff for the State.

*SECUREvoice*<sup>™</sup> is a value-added component of your System under our Agreement for inmate telephone services.

AGREED:

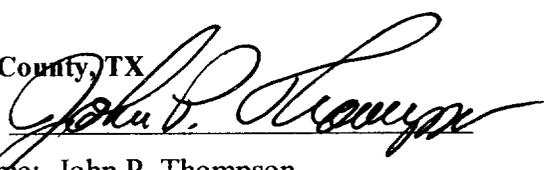
T-NETIX, Inc.

By: 

Name: Thomas R. Meriam

Title: EVP, Strategic Markets

Polk County, TX

By: 

Name: John P. Thompson

Title: County Judge