



POLK COUNTY COMMISSIONERS COURT

November 23, 2004

10:00 A.M.

Polk County Courthouse, 3rd floor

Livingston, Texas

2004-118

NOTICE

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

Agenda topics

1. CALL TO ORDER.
 - Invocation
 - Pledges of Allegiance
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF NOVEMBER 9, 2004 AND THE SPECIAL MEETING OF NOVEMBER 10, 2004.
5. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RE-BID #2005-01, "SALE OF PRECINCT 3 SURPLUS PROPERTY, AS FOLLOWS; (1) 1979 OSH KOSH MOWER, (1) OSH KOSH 4 AXEL TRAILER, (1) 5 TON WRECKER BED TWIN WENCHES TOWING MODEL T5101, AND (50) 50' I-BEAMS, BY UNIT".
6. CONSIDER APPROVAL TO RATIFY APPOINTMENT OF MS. PAMELA GARCIA FOR COUNTY EXTENSION AGENT - FAMILY AND CONSUMER SCIENCES.
7. CONSIDER APPROVAL OF ENGINEERING CONTRACT FOR 2004 TEXAS COMMUNITY DEVELOPMENT PROGRAM NO. 724881 MOSCOW WATER SUPPLY SEWER PLANT IMPROVEMENT PROJECT.
8. CONSIDER APPROVAL OF SAND, CLAY AND GRAVEL LEASE AGREEMENT BETWEEN INTERNATIONAL PAPER COMPANY AND POLK COUNTY PRECINCT 4.
9. CONSIDER RATIFICATION OF RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES FOR TEXPOOL INVESTMENT ACCOUNTS.
10. CONSIDER APPROVAL OF RENEWAL, BY AMENDMENT, TO LEASE AGREEMENT FOR OFFICE SPACE PROVIDED TO TEXAS HEALTH AND HUMAN SERVICES COMMISSION (FORMERLY TEXAS DEPARTMENT OF HUMAN SERVICES), LIVINGSTON.
11. CONSIDER APPROVAL OF RENEWAL, BY AMENDMENT, TO LEASE AGREEMENT FOR OFFICE SPACE PROVIDED TO TEXAS DEPARTMENT OF STATE HEALTH SERVICES (FORMERLY TEXAS DEPARTMENT OF HEALTH), LIVINGSTON.
12. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
13. CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.
14. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
15. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
16. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
17. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge

Posted: November 17, 2004

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, November 17, 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 NOV 17 11 A 9:25



COMMISSIONERS COURT

November 23, 2004

10:00 a.m.

of Polk County, Texas

County Courthouse, 3rd floor

Livingston, Texas

ADDENDUM to Posting # 2004-118

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for November 23, 2004 at 10:00 A.M.

AMEND TO ADD;

- 18. CONSIDER COUNTY AUDITOR'S REQUEST FOR APPROVAL OF ORDER LIMITING BUDGETARY SPENDING OF COUNTY AND PRECINCT OFFICERS NOT RE-ELECTED, PURSUANT TO LOCAL GOVERNMENT CODE, SECTION 130.908.

Dated: Friday, November 19, 2004

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, November 19, 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 Shelana Walker, Deputy

FILED FOR RECORD

2004 NOV 19 P 3:33

BARBARA MIDDLETON
COUNTY CLERK

STATE OF TEXAS }
COUNTY OF POLK }

VOL 50 PAGE 1823
DATE: **NOVEMBER 23, 2004**
REGULAR MEETING
All Members Present

COMMISSIONERS COURT
AGENDA POSTING # 2004 - 118

BE IT REMEMBERED ON THIS THE 23rd DAY OF NOVEMBER, 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
AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
INVOCATION WAS GIVEN BY ELDRIDGE STRIEDEL.
PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS: NONE
3. INFORMATIONAL REPORTS:
 - A.. COMMISSIONER SMITH INVITED EVERYONE TO ONALASKA THIS SATURDAY,
NOVEMBER 27TH FOR A HOME TOWN CHRISTMAS CELEBRATION & PARADE.
4. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, TO **APPROVE THE
MINUTES FOR THE REGULAR MEETING ON NOVEMBER 9, 2004 & THE
SPECIAL MEETING ON NOVEMBER 10, 2004.**
ALL VOTING YES.
5. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET,
TO **AWARD (PART) RE-BID #2005-01 "SALE OF PRECINCT #3 SURPLUS PROPERTY;
SALE OF (20) I - BEAMS AT \$408.00 EACH TO JAMES BERGMAN, TRADE OF
OSHKOSH MOWER AND 4 AXEL TRAILER TO RON HUMPHREY FOR
A 5-TON ROLL OFF TRUCK, AND RE-BID THE (5) TON WRECKER BED TWIN
WENCHES TOWING MODEL T5101.**
ALL VOTING YES.
6. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, **APPROVAL TO
RATIFY THE APPOINTMENT OF MS. PAMELA GARCIA FOR COUNTY EXTENSION
AGENT - FAMILY AND CONSUMER SCIENCES.**
ALL VOTING YES.

7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE **ENGINEERING CONTRACT WITH KLOTZ ASSOCIATES, INC. FOR 2004 (TCDP) TEXAS COMMUNITY DEVELOPMENT PROGRAM NO.724881, MOSCOW WATER SUPPLY SEWER PLANT IMPROVEMENT PROJECT.**
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO **APPROVE THE LEASE AGREEMENT BETWEEN INTERNATIONAL PAPER COMPANY AND PRECINCT #4, FOR SAND, CLAY & GRAVEL.**
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE **RATIFICATION OF RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES FOR TEXPOOL INVESTMENT ACCOUNTS.**
ALL VOTING YES. (SEE ATTACHED)
10. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE **RENEWAL (BY AMENDMENT) TO LEASE AGREEMENT FOR OFFICE SPACE PROVIDED TO TEXAS HEALTH AND HUMAN SERVICES COMMISSION, (FORMERLY TEXAS DEPARTMENT OF HUMAN SERVICES), LIVINGSTON.**
ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO APPROVE **RENEWAL (BY AMENDMENT) TO LEASE AGREEMENT FOR OFFICE SPACE PROVIDED TO TEXAS DEPARTMENT OF STATE HEALTH SERVICES (FORMERLY TEXAS DEPARTMENT OF HEALTH) LIVINGSTON.**
ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
ALL VOTING YES.
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO **"DELETE" THIS ITEM, "APPROVAL OF REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES."**
ALL VOTING YES.
14. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO **APPROVE THE BUDGET REVISIONS #2005-04.**
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO **"DELETE" THIS ITEM - APPROVAL OF "BUDGET AMENDMENT".**
ALL VOTING YES.

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

DATE	AMOUNT	YEAR	CHECK NUMBERS
11/4/04	\$63,369.31	FY2005	ACH 471
11/4/04	\$208,539.54	FY2005	ACH 472
11/4/04	\$43.25	FY2005	ACH 473
11/4/04	\$2,803.23	FY2005	ACH 474
11/4/04	\$353.22	FY2005	189769 - 189770
11/4/04	\$4,755.00	FY2005	189771 - 189783
11/4/04	\$42,857.88	FY2005	189784 - 189814
11/4/04	\$3,258.99	FY2005	189815 - 189820
11/5/04	\$3,160.05	FY2004	189821 - 189822
11/5/04	\$5,143.85	FY2005	189823 - 189828
11/8/04	\$1,014.00	FY2005	091757 - 091829
11/8/04	\$378.00	FY2005	091830 - 091871
11/8/04	\$2,808.00	FY2005	091872 - 091965
11/8/04	\$372.00	FY2005	091966 - 091985
11/9/04	\$13,529.73	FY2005	189829 - 189930
11/10/04	\$7,645.05	FY2005	189931 - 189554
11/15/04	\$16,497.64	FY2005	189855 - 189975
11/15/04	\$216.00	FY2005	189976 - 189977
11/17/04	\$4,766.82	FY2005	189978 - 189991
11/17/04	\$204,010.72	FY2005	189992 - 190150
11/23/04	\$1,692.12	FY2005	Addendum (To appear on future schedule)
TOTAL	\$587,214.40		

17. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE THE PERSONNEL ACTION FORMS, REVISED LIST.
ALL VOTING YES. (SEE ATTACHED)

18. MOTIONED BY BOBBY SMITH, SECONDED BY TOMMY OVERSTREET, TO APPROVE AUDITOR'S REQUEST FOR "ORDER" LIMITING BUDGETARY SPENDING OF OF COUNTY & PRECINCT OFFICERS NOT RE-ELECTED, PURSUANT TO LOCAL GOVERNMENT CODE SECTION 130.908, EFFECTIVE NOVEMBER 23, 2004.
ALL VOTING YES. (SEE ATTACHED)

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 23rd DAY OF NOVEMBER, 2004 AT 10:17 AM.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT. 2004\NOV23.REG.2004.wpd

Item #7

ENGINEERING CONTRACT

PART I - AGREEMENT

THIS AGREEMENT, entered into this 28th day of October, 2004, by and between the County of Polk, hereinafter called the "Locality", acting herein by John P. Thompson, County Judge, hereunto duly authorized, and Klotz Associates, Inc., hereinafter called "Firm", acting herein by James Flournoy, Regional Manager.

WITNESSETH THAT:

WHEREAS, the County of Polk desires to implement a FY-2004 Sewer Plant Improvements Project under the general direction of the Texas Community Development Program; and Whereas the Locality desires to engage Klotz Associates, Inc. to render certain services in connection with its FY-2004 Sewer Plant Improvements Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance – The services of the Firm shall commence on October 1, 2004. In any event, all of the services required and performed hereunder shall be completed no later than June 1, 2005.

3. Access to Information – It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Locality and its agencies. No charge will be made to the Firm for such information and the Locality and its agencies will cooperate the Firm in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$24,203.00. Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract.

5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

1900 217

6. Miscellaneous Provisions

- a. This agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in POLK County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case that one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or Unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
- f. A time schedule (Exhibit A) will be furnished by the Firm. It will include a specified listing of activities and time frames in which they will be completed. Said Schedule shall be attached to and made a part of this Contract.
- g. The Project "contact" person" or "lead man" for the engineering firm is James Flournoy, Regional Manager.
- h. The Locality's contact person, in regard to all matters concerning this Contract, shall be John P. Thompson, County Judge, or his official designee.
- i. Special Provisions to this Contract for Professional Services Federal Requirements Part IV. Where there is a conflict between any provision in the Contract and said Attachment, the Attachment shall always govern.

7. Terms and Conditions – This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESS HEREOF, the parties have hereunto set their hands and seals.

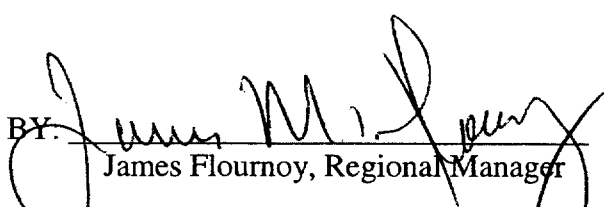
CLIENT:

FIRM:

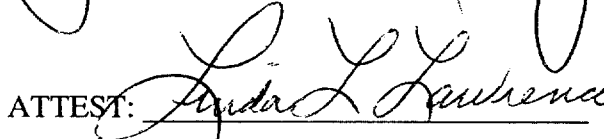
County of Polk

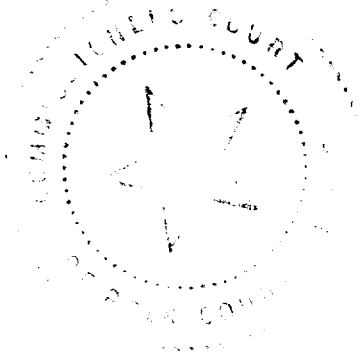
Klotz Associates, Inc.

BY: 
John P. Thompson, County Judge

BY: 
James Flournoy, Regional Manager

ATTEST: 

ATTEST: 



PART II

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the implementation of the project: (These are not in order of performance.)

SCOPE OF SERVICES

1. Attend preliminary conferences with the Locality regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the TCDP project and, if applicable, furnish to the Locality:
 - (a) Name and address of property owners;
 - (b) Legal description of parcels to be acquired;
 - (c) Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Locality's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. The Firm shall portray existing utilities in plan as shown by respective utility companies in the project area. The Engineer shall show locations of existing infrastructures according to record information, as applicable, on the construction plans.
6. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 14 days of contract execution.
7. Furnish the Locality five (5) copies of the preliminary report. (One Copy of said report shall be furnished to the Grant Administrator).

8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance, including **TCEQ approval**.
9. Prepare bid packet/contract documents/advertisement for bids. (Bid package shall be furnished by the Locality's Grant Consultant.)
10. Incorporate any and all wage rate modifications or supersede as via bid addendum (if applicable).
11. Conduct bid opening and prepare minutes.
12. Tabulate, analyze, and review bids for completeness and accuracy.
13. Jointly, with Grant Administrator, conduct pre-construction conference and prepare copy of report/minutes. The Firm shall prepare the Construction Contracts and have them executed.
14. Issue Start of Construction Notice and Notice to Proceed to construction contractor and Grant Administrator.
15. Provide in all proposed construction bids deductive alternatives where feasible, so that should the lowest responsive base bid for construction not exceeding the funds available, can be selected.
16. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504 where applicable.
17. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have ORCA approval.
18. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract. The Engineer shall make a minimum of one (1) visit to the job site per week during periods that work is actually in progress.
19. Consult with and advise the Locality during construction; issue to contractors all instructions requested by the Locality; and prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders to Grant Administrator for approval prior to execution by Locality.
20. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).

21. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
22. Require that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Locality and approval by ORCA, unless State or local law provides otherwise.
23. Prepare Certificate of Construction Completion.
24. Conduct interim/final inspections.
25. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "record drawings" plans.

CONSTRUCTION SUBCONTRACTS: Engineer shall meet the following provisions through the Construction Documents except as shall be the responsibility of the Grant Administrator.

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Locality determines that any subcontractor is incompetent or undesirable, the City will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and City.
4. The Engineer will include in all Agreements and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal Agreements, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TDHCA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.

5. The Engineer will include in all Agreements and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach Agreement terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all Agreements and subcontracts in excess of \$10,000 suitable provisions for termination by the City including the manner by which it will be affected and the basis for settlement. In addition, such Agreements shall describe conditions under which the Agreement may be terminated for default as well as conditions where the Agreement may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all Agreements and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
 - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - b. Executive Order 11246 - Equal Employment Opportunity.
 - c. Copeland Anti-Kickback Act.
 - d. Davis-Bacon Act
 - e. Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - f. A provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - g. Section 3 of the Housing and Urban Development Act of 1969.
 - h. Title VI of the Civil Rights Act of 1964
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this Agreement to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this Contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDHCA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books,

documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Engineer will include in all Agreements and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice in the Palestine, Texas area. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiencies discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.
5. Additional Services outside the Scope of this Contract may only be provided by the Engineer with the written approval of the Locality. Said request shall include an estimate for said services represented as a fixed fee with a cost breakdown for time and effort.
6. If Locality shall request resident inspection (observation), the Engineer shall furnish said services at a cost of \$ 800.00 per day, not to exceed \$5,600.00. All Inspection Services required as a result of the Construction Contractor's failure to

perform, shall be billed by the Locality to said Contractor as liquidated damages, unless approved in writing by Locality.

The "not-to-exceed" price shown above is calculated at the per day cost times the estimated time of 7 working days.

PART III

EXHIBIT A

TIME SCHEDULE*

PROFESSIONAL ENGINEERING SERVICES

The following are estimated completion dates for the project:

- | | | |
|----|------------------------------------------------------------------------------------------------|----------------------------------|
| 1) | Completion of Preliminary Engineering | November 30 th , 2004 |
| 2) | Approval of Plans and Specifications | December 30 th , 2004 |
| 3) | Completion of Bid Advertisement and Contract Award | January 30 th , 2005 |
| 4) | Completion of Construction Staking | |
| 5) | Construction Commencing | February 28 th , 2005 |
| 6) | Completion of final inspection and acceptance by the Locality and submittal of Record Drawings | May 30 th , 2005 |

**PART III
PAYMENT SCHEDULE**

PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse the Firm for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount: Each item can be billed based on a percentage of work complete.

		\$ Column –
1) Completion of Preliminary Engineering Study	\$6,050.75	<u>25%</u>
2) Approval of Plans and Specifications	\$8,471.05	<u>35%</u>
3) Completion of bid advertisement and contract award	\$3,630.45	<u>15%</u>
4) Completion of construction staking	\$	<u>0%</u>
5) Construction	\$3,630.45	<u>15%</u>
6) Completion of final inspection and acceptance by the Locality and submittal of Record Drawings Plans to Locality.	\$2,420.30	<u>10%</u>
TOTAL		100%

Attachment A

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.

- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be qualified and shall be licensed or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
 6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
 7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
 8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this Contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
 9. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
 10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the

project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Office issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Office issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.
- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm Employees. The Firm covenants that it presently has no interest and shall not acquire interest, director indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

COPY

Item #3

SAND, CLAY, AND GRAVEL LEASE

INTERNATIONAL PAPER COMPANY, a New York corporation, duly authorized to do business in the State of Texas ("LESSOR"), and POLK COUNTY, PO Box 2312, Livingston, Texas 77351 ("LESSEE") enter and execute this Sand, Clay, and Gravel Lease (the "LEASE") effective as of this 5TH day of June, 2004.

WITNESSETH:

For and in consideration of TEN AND NO HUNDREDTHS DOLLARS (\$10.00) paid to LESSOR by LESSEE, the receipt and sufficiency of which are hereby acknowledged by LESSOR, and the mutual covenants and promises contained herein, the LESSOR does hereby let, ease and demise unto the LESSEE for the sole purpose of mining, loading, selling, conveying, and otherwise handling sand, gravel, clay and other materials, as are specifically defined herein, on the following described real property situated in the County of Polk, State of Texas (the "Leased Premises") more particularly defined as:

Survey - Abstract, as per plat marked "Exhibit A" attached hereto and made a part hereof.

LESSOR as the surface owner of a part or all of the Leased Premises, in consideration of the mutual covenants and premises contained herein executes this Lease for all purposes relevant to its surface ownership.

The terms and conditions of this Lease are as follows:

1. The term "sand, gravel, clay and other materials" as used herein shall mean the sand/soil material occurring on the Leased Premises that is suitable for use as road surface and base fill material. ("Subject Material").
2. The term of this Lease shall be one (1) year, beginning on June 5, 2004 and terminating on June 5, 2005.
3. LESSEE shall enter upon the Leased Premises and work the same for production of Subject Materials in a good and miner like manner with reasonable diligence and prudence and in accordance with the accepted standards and practices of the industry. In LESSEE's operations on the Leased Premises, LESSEE shall abide by and comply with all federal, state and local laws and regulations pertaining thereto. LESSEE shall have the right to operate a sand and gravel business, such as is customary and incident to the mining and removal of sand and gravel from land and water by trucks or railway cars, and to erect, operate, use and maintain whatever machinery, equipment, plant site, power lines, telephone lines, ditches and roads as may be necessary to mine and remove the same from the Leased Premises.

LESSEE shall have all necessary and proper rights of ingress and egress over and across the Leased Premises and any other land subject to LESSOR's mineral rights and/or LESSOR surface rights necessary to furnish ingress and egress to the nearest public road. LESSEE, in exercising its right of ingress and egress in mining, hauling or transporting the Subject Materials, shall use as a route or routes roads acceptable to LESSOR. LESSEE shall maintain the Leased Premises in such a manner that non-functional equipment, other scrap material and/or junk shall be removed from the Leased Premises and/or access roads, and all equipment, machinery and plat sites shall be removed from the Leased Premises by the end of the term hereof.

4. This LEASE is made and entered into subject to any prior conveyances, lease or reservations of oil, gas, coal, lignite, peat, sulfur, uranium or other minerals affecting the Leased Premises and subject to the rights of LESSOR or other parties to enter on the Leased Premises for the purposes of producing and marketing such minerals; it being distinctly understood and agreed that LESSEE does not hereby acquire any right to drill or otherwise produce any oil, gas, coal, lignite, peat, sulfur, uranium or other minerals other than the Subject Materials. LESSOR expressly reserving all minerals except Subject Materials, which have not previously been conveyed or reserved.
5. LESSEE covenants that in the performance of the purposes of this LEASE it will exercise reasonable care to preserve the lateral and subjacent support for lands adjacent to the Leased Premises. It is agreed that no perpendicular banks will be left by the LESSEE and, regardless of whether state and federal laws so require, all banks will be sloped so that the vertical decline will be not more than one foot of decline to each three horizontal feet.
6. LESSEE agrees to pay to LESSOR the sum of \$1.00 per cubic yard for all sand, gravel, clay and other materials extracted, mined or removed from the Leased Premises. All rents shall be paid on the basis of monthly settlements, supported by detailed daily records, which will be maintained by LESSEE and sent to the LESSOR with each settlement. LESSOR shall receive all such rental payments no later than the 10th day of the following calendar month at 2915 Atkinson Drive, Lufkin, Texas 75901. Maximum Subject Materials removed under this LEASE limited to 5,000 cubic yards.
7. LESSOR reserves right the to remove gravel and sand for its own use from the leased premises during the term of this lease and the parties agree to mutually cooperate each with the other should their operations be conducted simultaneously.
8. Upon execution of this Lease, LESSEE shall immediately contact LESSOR's designated representative, and advise him in detail of the operations to be conducted hereunder. LESSEE agrees to grant LESSOR (N/A) days from the date of this Lease to remove merchantable timber from lands described herein,

and (N/A) days to remove merchantable timber from the date of receipt of written notice of the marking of the route of any access road by LESSEE. In lieu of the foregoing schedule for removal of merchantable timber, LESSEE and said LESSOR's designated representative shall have the right to agree in writing, an executed copy of which LESSEE will send to LESSOR, to an alternate schedule for removal of merchantable timber consistent with regional conditions and the operational plan of LESSEE, but in no event shall any such written agreement alter any other provisions of this Lease.

9. LESSEE recognizes that the surface estate of the Leased Premises and other surface property which may be affected under this LEASE are owned by LESSOR for the purposes of growing timber thereon and cutting, removing and otherwise utilizing the same from time to time, and LESSEE shall conduct its operations hereunder so as not to interfere unreasonably with LESSOR in the operation of its business. LESSEE shall undertake the necessary protective measures to prevent any loss or damage to the property of LESSOR on account of such operations by LESSEE and LESSOR shall not be liable to LESSEE for any damages caused by any of its operations on said property. LESSEE shall build and use only roads as are reasonably necessary to conduct mineral operations on the Leased Premises. LESSOR and their employees, agents, servants, contractors, and assigns shall have the right in common with LESSEE to use any such roads in such manner as not to interfere unreasonably with LESSEE's operations. LESSEE shall have the right to use all roads and rights-of-way owned by LESSOR and/or LESSOR on the Leased Premises or on adjacent or nearby lands (but LESSEE shall not interfere unreasonably with LESSOR use on such adjacent and nearby roads) in connection with its mining operations hereunder, provided that the LESSEE, at its sole cost, shall maintain in good condition and repair any damage caused to roads or rights-of-way so used by LESSEE. All roads constructed by LESSEE (except those lost in reclamation) shall become the property of LESSOR; except, however, that LESSOR reserves the option and privilege of requiring that all or any lands covered by said roads be reclaimed and restored as nearly as possible to their original condition upon cessation of mining operations. When requested by LESSOR, LESSEE will bury any pipelines to below ordinary plow depth, or to such greater depth as LESSOR deems necessary for its timber operations, but not to exceed three (3) feet. All buried pipelines will be marked at road crossings and enclosed in casings with sufficient strength to permit the passing of heavy equipment over the road without damage to the pipeline.

10. Ad valorem taxes shall be paid by LESSOR based on regular forest land assessments. Any additional taxes arising by virtue of buildings or equipment placed on the Leased Premises by LESSEE or the development by LESSEE of or operations by LESSEE on the Leased Premises or on the production of Subject Materials or change in classification of lands for tax purposes shall be

paid by LESSEE.

11. Should LESSEE fail to perform any of the terms and conditions of this Lease, then LESSOR shall give the LESSEE notice of such default, specifying the nature and character thereof. Upon receipt of said notice LESSEE shall, if LESSOR so requests, immediately cease mining and/or removal of the Subject Material and, unless LESSEE shall commence correction of the same in good faith within fifteen (15) days after receipt of such notice, and diligently continue to correct such default thereafter. LESSOR may, at its election, and without prejudice to LESSOR's other rights and remedies, terminate this Lease by giving notice of such election to LESSEE. All defaults by LESSEE involving unpaid amounts of money under this Lease shall bear interest at the then current prime rate plus 3% from the payment due date until paid.
12. LESSOR does not warrant title to the Leased Premises or the Subject Materials to be taken therefrom by LESSEE. LESSOR, by joining in this Lease, makes no warranty whatsoever as to any ownership in the surface estate of the Leased Premises or any surface ownership of lands adjacent thereto which may be used for ingress and egress purposes. In the event suit shall be successfully prosecuted against LESSEE for failure of title to any of the Leased Premises and recovery obtained against LESSEE for Subject Materials taken from any of said lands. LESSOR's only obligation shall be to return to LESSEE all sums received as rents for such tract the mineral title to which shall have failed, or for a pro rata of such rents in case of loss of any undivided interest.
13. LEASEE covenants, contracts, and agrees to indemnify, protect and hold LESSOR harmless from and against any and all claims, demands, losses, fines, penalties, liabilities, remedial measures, costs, judgments, settlements, causes of action or suits of whatever kind or nature including injury to persons or property, arising out of, on account of, or as a result of, directly or indirectly, LEASEE's acts, omissions or operations hereunder or LEASEE's failure to fully comply with all applicable laws, rules and regulations. This indemnity from LEASEE shall extend to LESSOR regardless of whether LESSOR was or is claimed to have been negligent, except where LESSOR is found solely negligent.

LEASEE shall afford to LESSOR at LEASEE's expense a complete defense of any such claim, demand, cause of action or suit, and LEASEE shall bear in connection therewith all attorney's fees, costs of preparation and maintenance of the defense and all court costs to the end that LESSOR shall incur no cost whatsoever as a result of such claim, demand, cause of action or suit. Such obligation to defend shall extend to all costs and attorneys fees associated with any appeal. LESSOR expressly reserves the right to be represented by counsel of its own selection, at LEASEE'S expense. The exercise of LESSOR'S right to select its own attorneys will in no way detract from or release LEASEE from LEASEE'S obligation to indemnify and hold LESSOR

harmless hereunder.

14. LESSEE shall not assign, sell or otherwise alienate any or all of its interests in this Lease without the prior written consent of LESSOR. Any assignment, sale or other alienation made without the prior written consent of LESSOR shall be void.
15. LESSEE shall carry, with insurers satisfactory to LESSOR, during the term hereof, Auto Liability Insurance, including either "owned, hired and non-owned vehicles" or "hired, non-owned and scheduled vehicles", with limits of not less than \$500,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$500,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance meeting all state statutory requirements, and Employer's Liability Insurance with limits not less than \$100,000 each accident/\$500,000 disease – policy limit/\$100,000 disease – each employee. Workers' Compensation Insurance and Employer's Liability Insurance shall fully cover all employees, supervisors, owners, partners and/or executive officers participating in LESSEE'S operations hereunder. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to LESSOR, shall be furnished to LESSOR, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to LESSOR in the event of cancellation or any material change in such insurance policies. Should LESSEE fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation or adverse material change in any such insurance, LESSOR may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

Should LESSEE select to purchase Auto Liability Insurance including hired, non-owned, and scheduled vehicles, in consideration for LESSOR accepting such coverage, LESSEE further represents and warrants that (a) LESSEE has provided a complete, true and accurate schedule of all vehicles used in the business to LESSEE's insurance agent/broker/company; (b) LESSEE has discussed with insurance company/agent/broker and/or has carefully reviewed the terms of all insurance policies in regard to the requirements for reporting and paying premiums on additions of vehicles during the policy period, and certify that these requirements will be fully complied with at all times; and (c) LESSEE grants permission to International Paper, on the basis of this document alone, to obtain from insurance company/agent/broker at any time a certified copy of LESSEE/Vendor's schedule of insured vehicles.

Should LESSEE select not to include the owner(s), partners and/or executive officers of such operation in that coverage, in consideration for LESSOR accepting such coverage, LESSEE further represents and warrants that (a)

LESSEE is an independent contractor and each owner, partner and/or executive officer of LESSEE is not an employee(s) of LESSOR, and has no right to claim any benefits, including workers compensation benefits, under any LESSOR plan, policy, or coverage; and (b) LESSEE acknowledges that (s)he may purchase a Worker's Compensation plan, insurance or otherwise, insuring any of the owners, partners and/or executive officers but has elected NOT to do so as allowed by law and assume all risks as a result of this decision.

16. Upon the completion of the project by LESSEE or upon the termination of this agreement by either party, whichever occurs sooner. LESSEE agrees to smooth up and grade all pit areas on the Leased Premises so that the slope of each such pit area will have three (3) to one (1) ratio. Further, LESSEE agrees to provide a drainage outlet for all such pit areas.
17. CONTRACTOR hereby covenants and warrants that all SERVICES will be performed in strict compliance with all local, state and federal laws, including specifically, but not limited to, the Worker Protection Standards for Agricultural Pesticide, the Occupational Safety and Health Act, including regulations promulgated thereunder (and specifically the field sanitation standards set forth in 29 CFR 1928.110), the Migrant and Seasonal Agricultural Workers Protection Act, all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, with the Regulations and Orders of the United States Department of Labor issued under Section 15 thereof, the applicable provisions of Executive Order 11246, as amended, the Internal Revenue Code and, unless exempt, the Equal Employment Opportunity provisions as set forth in 41CFR60-1.4 which are incorporated by reference herein.
18. Upon termination of this Lease, LESSEE shall furnish to LESSOR all factual data it obtained during the course of operations on the premises, including, but not limited to, logs, core analysis, maps, drill-hole locations, depths and all other similar or related information.
19. All payments hereunder shall be made payable to INTERNATIONAL PAPER COMPANY and sent to the address indicated below.

All notices shall be deemed properly given when made in writing and sent by certified mail, return receipt requested, as follows:

INTERNATIONAL PAPER COMPANY
2915 Atkinson Drive
Lufkin, Texas 75901

All routine reports hereunder may be delivered by ordinary United States mail,

addressed to the appropriate recipient at the above address.

20. This Lease shall be binding on the parties hereto, their respective successors and assigns.

21. This Lease contains the entire agreement, express or implied, of the parties hereto, and the parties agree that no promises or representations of any nature have been made by any of them to the other which are not set forth herein.

IN WITNESS WHEREOF, this Lease has been duly executed in duplicate as of the day and year first above written.

Dated this ____ day of _____, 2004.

WITNESSES:

INTERNATIONAL PAPER COMPANY

By: _____

Its: _____

WITNESSES:

POLK COUNTY



By: 

Commissioner, Pct. 4

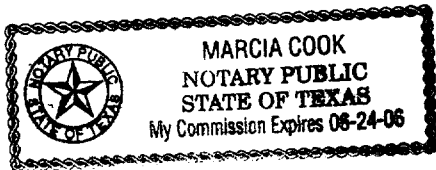
Its: County Judge

STATE OF Texas

COUNTY Polk

BEFORE ME, the undersigned Notary Public in and above for the above named county and State, personally came and appeared John P. Thompson , who, being by me duly sworn did say that he is County Judge of Polk County , a political corporation, the LESSEE named in and who executed the foregoing instrument; that said instrument was signed by Appearer on behalf of said corporation by authority of its Board of Directors as the act of, and on behalf of said corporation; and Appearer acknowledged said instrument to be the free act and deed of said corporation.

SWORN TO AND SUBSCRIBED before me, Notary Public at Polk County, Texas on this 23rd day of November , 20 04 .



 Marcia Cook
Notary Public

My Commission Expires 6/24/06

COUNTY _____

STATE OF _____

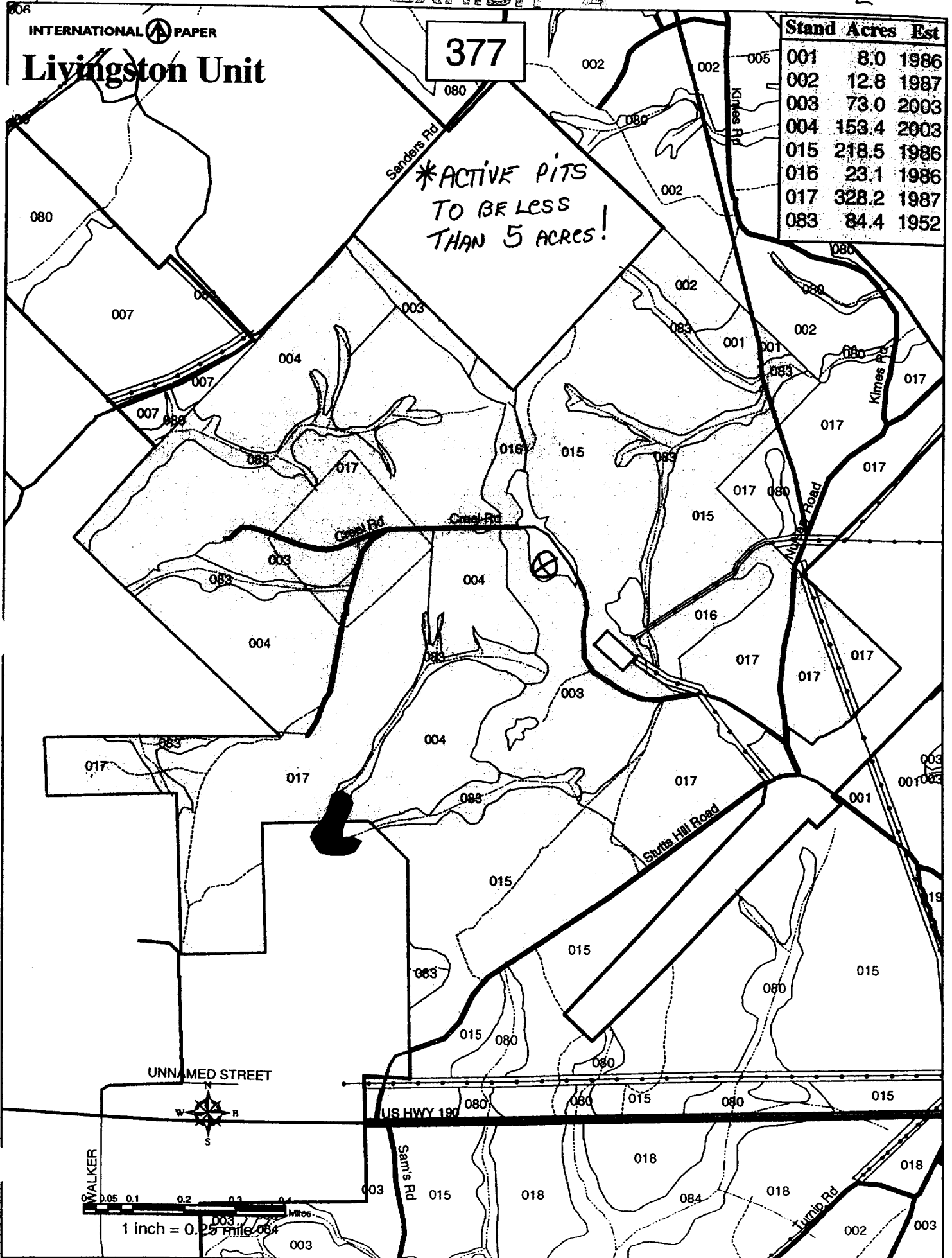
BEFORE ME, the undersigned Notary Public in and above for the above named County and State, personally came and appeared _____, who, being by me duly sworn did say that he is _____ of INTERNATIONAL PAPER COMPANY, a corporation, the LESSOR named in and who executed the foregoing instrument; that said instrument was signed by Appearer on behalf of said corporation by authority of its Board of Directors as the act of, and on behalf of said corporation; and Appearer acknowledged said instrument to be the free act and deed of said corporation.

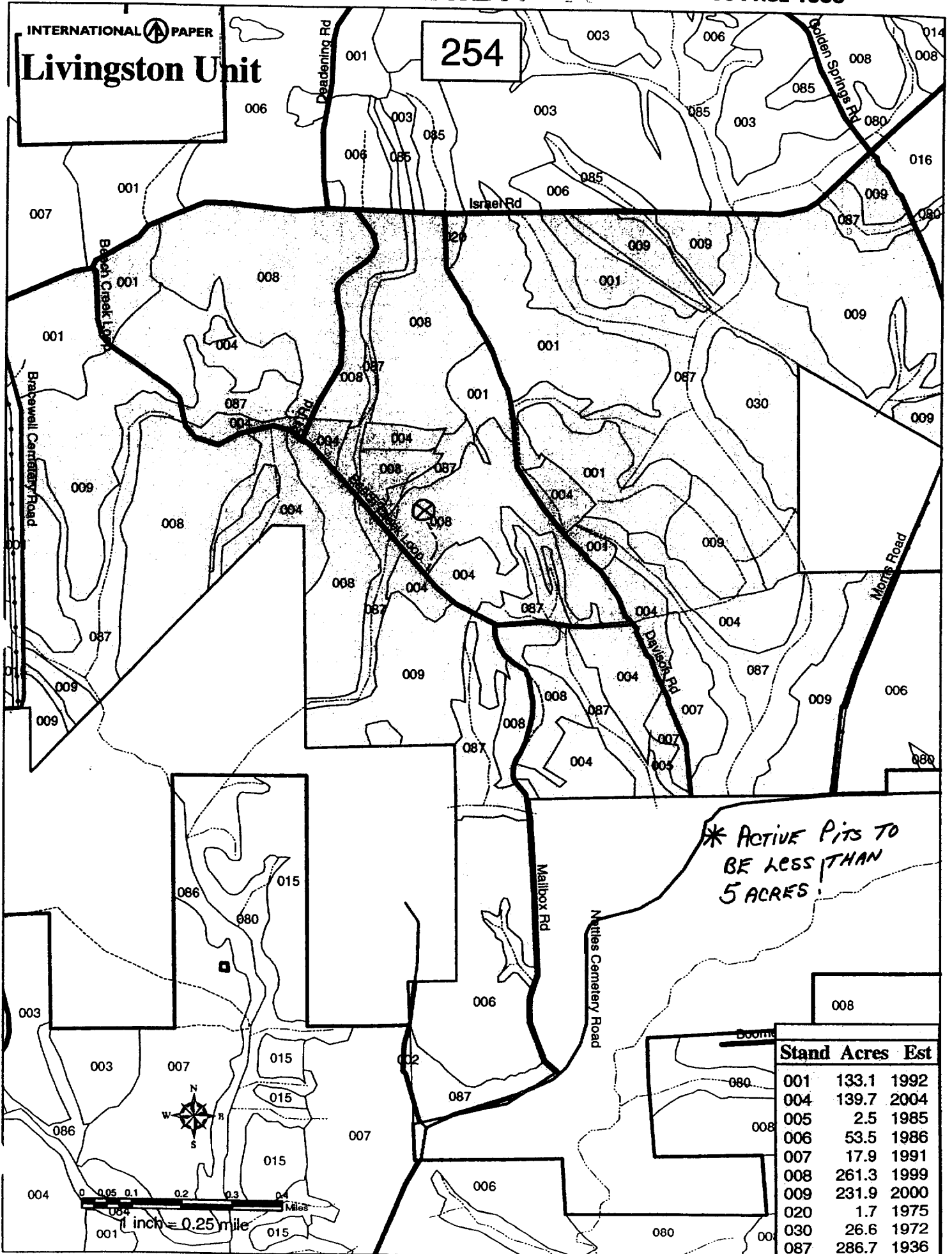
SWORN TO AND SUBSCRIBED before me, Notary Public at _____ on this _____ day of _____ 20____.

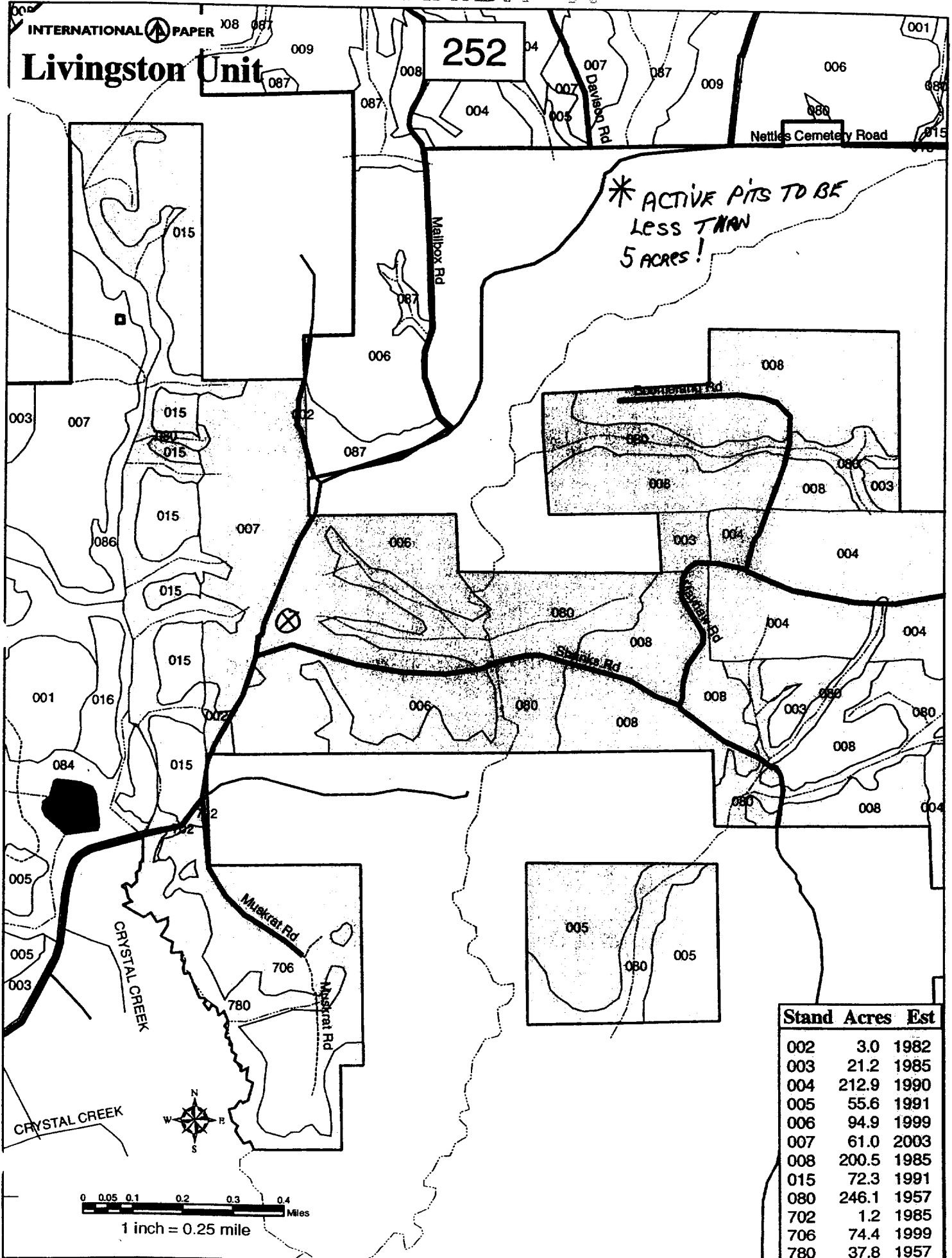
Notary Public

My Commission Expires _____

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006 INTERNATIONAL PAPER

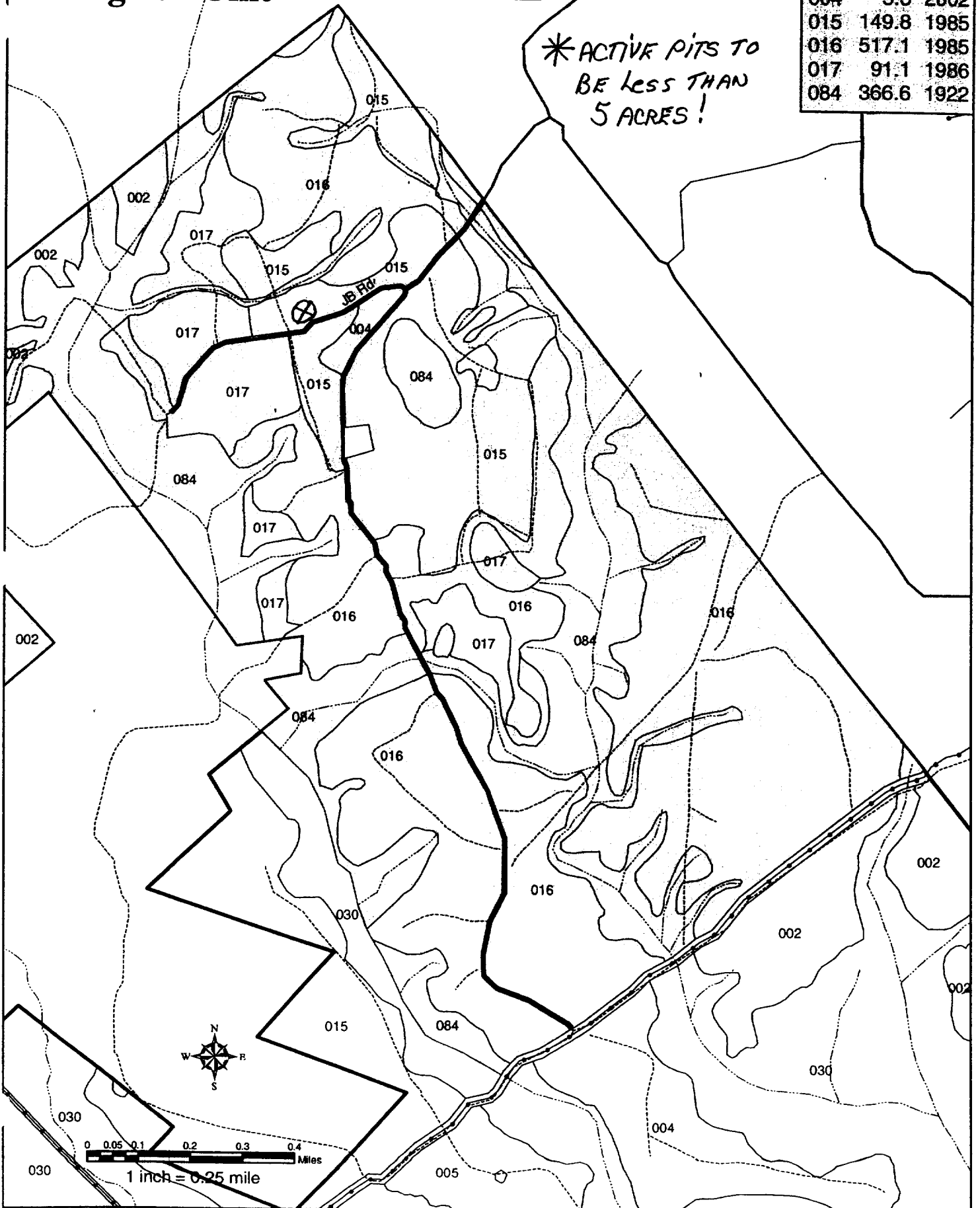
Livingston Unit

415

815 Rd

Stand	Acres	Est
002	95.9	2004
004	5.3	2002
015	149.8	1985
016	517.1	1985
017	91.1	1986
084	366.6	1922

** ACTIVE PITS TO BE LESS THAN 5 ACRES!*

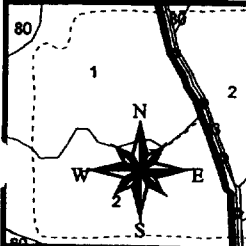


Livingston Unit

429

1	52.4	2000
2	101.9	1998
15	85.6	1990
16	92.8	1984
17	94.6	1985
19	204.5	1988
80	335.4	1933
92	9.5	0

* ACTIVE PITS TO
BE LESS THAN
5 ACRES !



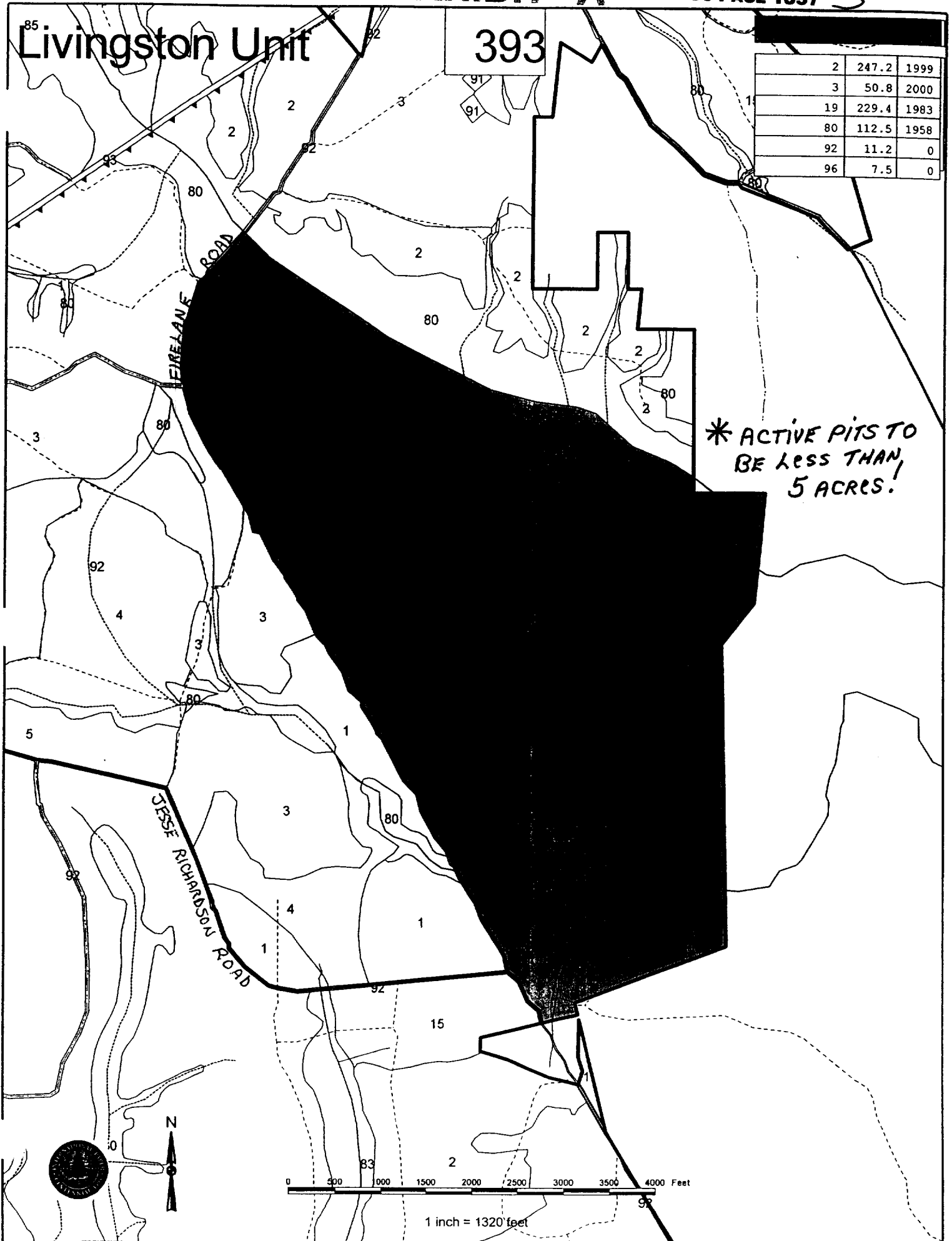
1 inch = .25 miles

Livingston Unit

393

2	247.2	1999
3	50.8	2000
19	229.4	1983
80	112.5	1958
92	11.2	0
96	7.5	0

* ACTIVE PITS TO BE LESS THAN, 5 ACRES.



COPY

RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES



WHEREAS, Polk County , Location #78110

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name B. L. Dockens Title County Investment Officer
Signature [Handwritten Signature] Phone Number (936) 327-6811

ORIGINALS REQUIRED

TEX - REP

2. Name Nola Reneau Title Treasurer

Signature Nola Reneau Phone Number (936) 327-6816

3. Name Misty Wideman Title Chief Deputy Treasurer

Signature Misty Wideman Phone Number (936) 327-6816

4. Name _____ Title _____

Signature _____ Phone Number _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name B. L. Dockens

Email bdockens@direcway.com Fax Number (936) 327-6898

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name John P. Thompson Title County Judge

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 9th day November, 2004.

NAME OF PARTICIPANT: Polk County

BY: John P. Thompson
Signature

John P. Thompson

Printed Name

County Judge

Title

ATTEST: Barbara Middleton
Signature

Barbara Middleton

Printed Name

County Clerk

Title

This document supersedes all prior Authorized Representative designations.

Item #10

EXECUTIVE DIRECTOR
Cynthia L. Reed



COPY
CHAIRMAN
Brenda DeLoach
COMMISSIONERS
Stuart S. Colunga
James S. Duncan
Bob Jones
Victor E. Leal

Mary Ann Newman - Buckley

Texas Building and Procurement Commission

LEASE RENEWAL

Lease: 7338 - Livingston

Term: 05/01/2004 through 04/30/2005

This Agreement is made and entered into on this November 23, 2004 by and between Lessor, Polk County, and LESSEE, STATE OF TEXAS acting by and through the Texas Building and Procurement Commission.

With reference to Lease Contract 7338 - Livingston, the occupying agencies, the Health and Human Services Commission (HHSC), formerly the Department of Human Services, and the Department of Family and Protective Services (DFPS), formerly the Department of Protective and Regulatory Services, continue to occupy and remain in possession of the leased premises for a period of 12 months from May 1, 2005 through April 30, 2006. The renewal period pertains to 10,928 square feet of space at no cost to the State of Texas.

The Texas Building and Procurement Commission shall have the right to cancel and terminate the lease by giving to Polk County written notice of such cancellation at least 30 days prior to the desired cancellation date.

All other terms and conditions shall remain the same. This lease renewal is by mutual agreement between Lessor and Lessee. If you have any questions, please contact Gayla Davis at 512-475-2438.

TEXAS BUILDING AND PROCUREMENT
COMMISSION APPROVED:

Gregg Werkenthin
State Lease Officer

Approved By:

The Honorable John P. Thompson
County Judge

(approved by Polk County Commissioner
Court on November 23, 2004)

Item #11

EXECUTIVE DIRECTOR
Cynthia L. Reed



COPY
CHAIRMAN
Brenda Pejovich

COMMISSIONERS
Stuart S. Coleman
James S. Duncan
Bob Jones
Victor E. Leal
Mary Ann Newman - Buckley

Texas Building and Procurement Commission

LEASE RENEWAL

Lease: 1681 - Livingston
Term: 12/01/02 through 11/30/04

This Agreement is made and entered into on this November 23, 2004 by and between Lessor, Polk County, and LESSEE, STATE OF TEXAS acting by and through the Texas Building and Procurement Commission.

With reference to Lease Contract 1681 - Livingston, the occupying agency, the Department of State Health Services (DSHS), formerly the Texas Department of Health continues to occupy and remains in possession of the leased premises for a period of 24 months from December 1, 2004 through November 30, 2006. The renewal period pertains to 1,000 square feet of space at \$6.00 annual rate for a total of \$500.00 per month.

Either party shall have the right to cancel this lease contract by giving notice 90 days prior to the desired cancellation date.

All other terms and conditions shall remain the same. This lease renewal is by mutual agreement between Lessor and Lessee. If you have any questions, please contact Gayla Davis at 512-475-2438.

TEXAS BUILDING AND PROCUREMENT
COMMISSION APPROVED:

Gregg Werkenthin
State Lease Officer

Approved By:

John P. Thompson

The Honorable John P. Thompson
County Judge

(approved by Polk County
Commissioners Court on
November 23, 2004)

COPY

Item #14

Budget Revision
2005-04

Revision
~~Amendment~~ CHANGES BY FUND

INCREASE/DECREASE

.00

FUND DESCRIPTION

015 ROAD & BRIDGE ADM

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE





ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 015-369-100	CULVERT/MATERIAL R	11/10/2004	2K5R04	7,955.60-	17,837.60-	9,882.00-	RECORD REIMB.CK CD51848;B.W K	
2005 015-369-400	CULVERT/MATERIAL R	11/15/2004	2K5R04	466.06-	185,466.06-	185,000.00-	RECORD CK LAKESIDE VILLAGE K	
	TOTAL AMENDMENTS		2		TOTAL CHANGES	194,882.00-		
2005 015-613-000	PRECINCT #3-PERM R	11/10/2004	2K5R04	58,644.23	58,441.28	202.95-	MOVE FUNDS TO P/T SALARIES/ K	
2005 015-613-108	SALARIES - PART TI	11/10/2004	2K5R04	735.49	912.69	177.20	MOVE FUNDS FROM CARRYOVER;B K	
2005 015-613-201	SOCIAL SECURITY	11/10/2004	2K5R04	56.26	69.82	13.56	MOVE FUNDS FROM CARRYOVER;B K	
2005 015-613-203	RETIREMENT	11/10/2004	2K5R04	50.60	62.79	12.19	MOVE FUNDS FROM CARRYOVER;B K	
	PRECINCT#3-PERM RD EXP SUMMARY		4		TOTAL CHANGES	.00		
2005 015-620-624	PRECINCT #4 PERMAN	11/15/2004	2K5R04	45,000.00	230,000.00	185,000.00	RECORD CK LAKESIDE VILLAGE K	
	PERMANENT ROAD EXPENDITURES		1		TOTAL CHANGES	185,000.00		
2005 015-621-339	CONSTRUCTION CONTR	11/10/2004	2K5R04	110,163.37	120,045.37	9,882.00	RECORD REIMB CK CD51848;B.W K	
	TOTAL AMENDMENTS		1		TOTAL CHANGES	9,882.00		

SCHEDULE OF BILLS BY FUND

ACH 471

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	39,808.07
015	ROAD & BRIDGE ADM	10,331.78
027	SECURITY	342.86
049	DISTRICT ATTY HOT CHECK FUND	573.06
051	AGING	1,082.20
083	MUSEUM OPERATING FUND	82.52
101	ADULT SUPERVISION	7,859.86
185	CCAP - JUVENILE PROBATION	3,288.96
TOTAL OF ALL FUNDS		63,369.31

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

AC 14 472

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	130,215.32
015	ROAD & BRIDGE ADM	37,126.66
027	SECURITY	1,292.84
049	DISTRICT ATTY HOT CHECK FUND	1,617.82
051	AGING	4,565.48
083	MUSEUM OPERATING FUND	345.53
101	ADULT SUPERVISION	23,224.10
185	CCAP - JUVENILE PROBATION	10,151.79

	TOTAL OF ALL FUNDS	208,539.54

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

B. L. DOCKENS

B. L. Dockens

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 473

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	43.25

TOTAL OF ALL FUNDS	43.25

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

ACH 474

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,975.85
015	ROAD & BRIDGE ADM	596.61
101	ADULT SUPERVISION	230.77
	TOTAL OF ALL FUNDS	2,803.23

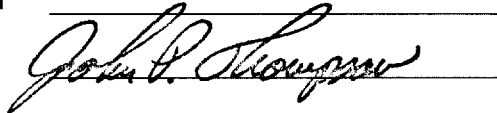
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	353.22

TOTAL OF ALL FUNDS	353.22

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	4,755.00

TOTAL OF ALL FUNDS	4,755.00

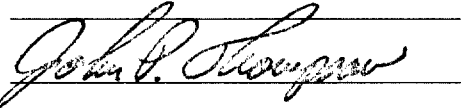
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON




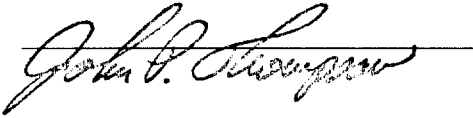
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	39,504.34
015 ROAD & BRIDGE ADM	1,328.19
027 SECURITY	93.19
051 AGING	1,444.61
088 JUDICIARY FUND	474.05
093 CO CLERK RECORDS MGMT FUND	13.50


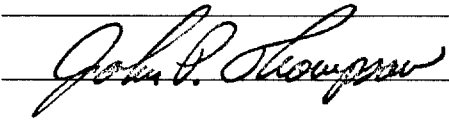
TOTAL OF ALL FUNDS	42,857.88

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	1,326.80
015	ROAD & BRIDGE ADM	270.00
027	SECURITY	30.00
101	ADULT SUPERVISION	1,178.17
185	CCAP - JUVENILE PROBATION	454.02
	TOTAL OF ALL FUNDS	3,258.99

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

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

SCHEDULE OF BILLS BY FUND

*FY
2004*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,972.36
051	AGING	169.81
093	CO CLERK RECORDS MGMT FUND	17.88
TOTAL OF ALL FUNDS		3,160.05

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

B. L. DOCKENS *B. L. Dockens*

COUNTY AUDITOR _____

JOHN P. THOMPSON *John P. Thompson*


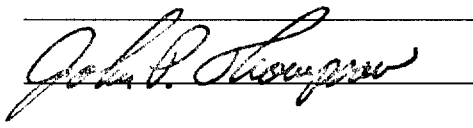
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,859.68
051	AGING	61.57
088	JUDICIARY FUND	3,222.60

	TOTAL OF ALL FUNDS	5,143.85


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

B. L. DOCKENS 
COUNTY AUDITOR _____
JOHN P. THOMPSON _____
COUNTY JUDGE 

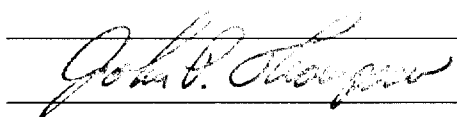
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,014.00

TOTAL OF ALL FUNDS	1,014.00

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

B. L. DOCKENS 

COUNTY AUDITOR _____

JOHN P. THOMPSON 

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	378.00

TOTAL OF ALL FUNDS	378.00

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

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,808.00

TOTAL OF ALL FUNDS	2,808.00

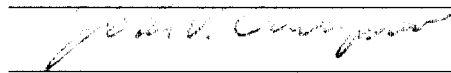
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	372.00

TOTAL OF ALL FUNDS	372.00

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

B. L. DOCKENS 

COUNTY AUDITOR _____

JOHN P. THOMPSON 

COUNTY JUDGE _____

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	408.54
061 DEBT SERVICE FUND	13,121.19

TOTAL OF ALL FUNDS	13,529.73

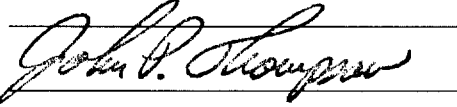
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

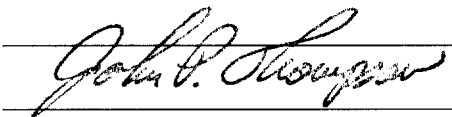
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,118.97
015	ROAD & BRIDGE ADM	390.44
051	AGING	88.04
088	JUDICIARY FUND	47.60

	TOTAL OF ALL FUNDS	7,645.05

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	16,497.64

TOTAL OF ALL FUNDS	16,497.64

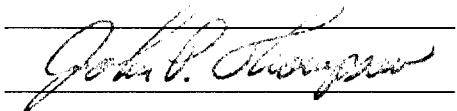
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



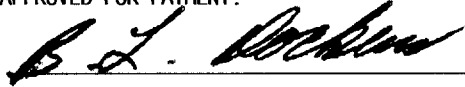
COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	211.00
088	JUDICIARY FUND	5.00

	TOTAL OF ALL FUNDS	216.00

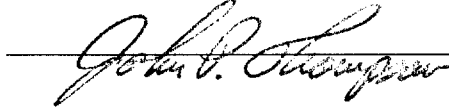
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON




COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	4,766.82

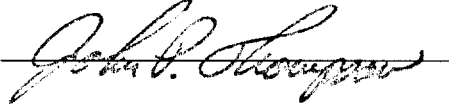
TOTAL OF ALL FUNDS	4,766.82

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	145,764.51
011	HOTEL OCCUPANCY TAX FUND	226.83
015	ROAD & BRIDGE ADM	53,329.87
049	DISTRICT ATTY HOT CHECK FUND	463.90
051	AGING	1,363.87
090	DRUG FORFEITURE FUND	388.00
094	COUNTY RECORDS MGMT FUND	2,473.74

	TOTAL OF ALL FUNDS	204,010.72

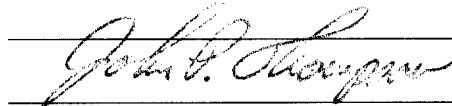
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

COPY

Addendum Schedule of Bills for Court Dated NOV 23, 2004
FY-05

CINGULAR WIRELESS	\$ 81.70	R&B#3
KIMBERLIN/ DIANA	\$ 197.82	EMERG. MGMT
MCENTYRE, STEVE	\$ 670.00	JP# 4
PURVIS, JAMES A.	\$ 634.23	R&B#3
SWEARINGEN/ DELORES	\$ 108.37	R&B#3
TOTAL	<u>\$ 1,692.12</u>	



Item # 17

DATE: NOVEMBER 10 THROUGH NOVEMBER 24, 2004

COPY

NO	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	SHARON JORDAN	COUNTY	CHIEF DEPUTY CLERK 096 104	FULL-TIME	1607		RECLASSIFICATION TO 105 DEPUTY CLERK 11/9 \$22,466.16 EFFECTIVE 11/17/04
(2)	TINA RENEE ALBROOK	SHERIFF DEPARTMENT	TELECOMMUNICATION OPERATOR 1043	LABOR POOL -900 HRS.	13/(01)	\$9.79 HR.	SEPARATION EFFECTIVE 11/17/04
(3)	JAMES K. RICHARDSON	SHERIFF DEPARTMENT	TELECOMMUNICATION OPERATOR 1043	LABOR POOL -900 HRS.	13/(01)	\$9.79 HR.	RE-HIRE EFFECTIVE 11/24/04
(4)	DAVID E. BUTCHER	JAIL	CORRECTIONS OFFICER 1055	LABOR POOL -900 HRS.	13/(01)	9.79	RE-HIRE EFFECTIVE 11/24/04
(5)	DEBRA JO WATSON	J.P.	SECRETARY 1 0102	LABOR POOL -900 HRS.	10 1st(01)	\$8.44 HR.	TRANSFER FROM J.P. PRECINCT # 4 TO 0102 SECRETARY 1 (LABOR POOL-900) (1st(01)) (\$8.44 HR.) EFFECTIVE 11/17/04
(6)	GLORIA R. MCCLAIN	J.P.	RECEPTIONIST 0101	LABOR POOL -900 HRS.	9/(01)	\$8.03 HR.	NEW HIRE EFFECTIVE 11/29/2004
(7)							
(8)							
(9)							
(10)							
(11)							
(12)							
(13)							
(14)							
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Additional

Item # 18



OF THE POLK COUNTY COMMISSIONERS COURT

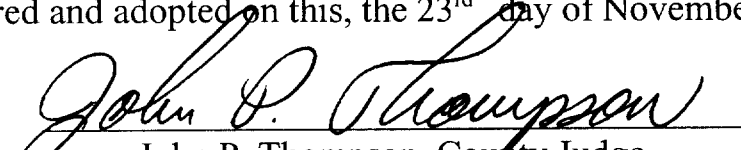
Relating to the Approval of Spending by Certain County and Precinct Officers.

WHEREAS, The Polk County Commissioners Court met in a regularly called session on November 23, 2004 where among other business found that the budgetary spending of certain county and precinct officers should be regulated so as to protect the remaining fiscal year funding for the subject department;

Now, Therefore, be it ordered by the Commissioners Court of Polk County, Texas, that , pursuant to Local Government Code, Sec. 130.908;

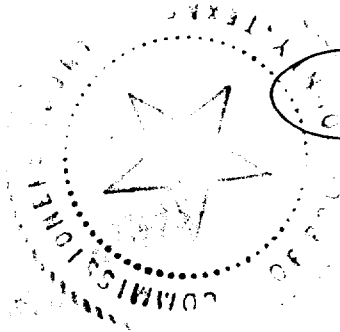
If an incumbent county or precinct officer is not renominated or is not reelected to the county or precinct office of a county, during the time following the date the results of the official canvass of the primary or election returns are announced, the Commissioners Court must approve any expenditure by the incumbent county or precinct officer who was not renominated or reelected that *in a one month period exceeds one-twelfth (1/12th) of the total non-dedicated operating or capital outlay amounts.*

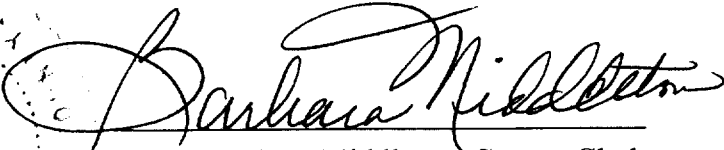
Ordered and adopted on this, the 23rd day of November, 2004.


John P. Thompson, County Judge

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

(Seal)




Barbara Middleton, County Clerk
Polk County, Texas

