



POLK COUNTY COMMISSIONERS COURT

April 26, 2005

10:00 A.M.

2005-040

Polk County Courthouse, 3rd floor

Livingston, Texas

NOTICE

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

Agenda Topics

1. CALL TO ORDER.
 - Invocation
 - Pledges of Allegiance
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 12, 2005.
5. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RE-BID #2005-19, "WATERPROOFING, ENVIRONMENTAL REMEDIATION AND RECONSTRUCTION AT THE POLK COUNTY JAIL AND DPS BUILDINGS".
6. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RE-BID #2005-20, "PLUMBING REPAIR AT THE POLK COUNTY JAIL".
7. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RE-BID #2005-21, "HVAC REPAIR AT THE POLK COUNTY JAIL".
8. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RE-BID #2005-22, "PURCHASE OF COMMERCIAL EQUIPMENT FOR POLK COUNTY JAIL; WASHER, DRYER, FREEZER, TWO (2) REFRIGERATORS AND WALK-IN COOLER".
9. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RE-BID #2005-23, "CLEANING, LUBRICATION AND ADJUSTMENT OF CELL LOCKS FOR POLK COUNTY JAIL".
10. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2005-24, "GENERAL CONTRACTOR QUOTE FOR THE PERFORMANCE OF ALL REPAIRS, REPLACEMENTS, PURCHASES, INSTALLATIONS, ETC., AS DESCRIBED IN RE-BID #'S 2005-19, 2005-20, 2005-21, 2005-22 AND 2005-23".
11. CONSIDER APPROVAL OF PRELIMINARY PLAT OF SCHWAB OAKS SUBDIVISION, PRECINCT 1.
12. CONSIDER APPROVAL OF PARTICIPATION AGREEMENT FOR TEXAS ASSOCIATION OF COUNTIES UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND.
13. CONSIDER REQUEST AND AGREEMENT TO TERMINATE MEMORIAL HEALTH SYSTEM LEASE OF OFFICE / CLINIC SPACE – M.G. REILY HUMANITARIAN BUILDING – CORRIGAN.
14. CONSIDER ACCEPTANCE OF STRAWBERRY ST. (0.1814), YAUPON CREEK (0.1203), BLUEBERRY ST. (0.1593) AND HOLLY BERRY ST. (0.1072) IN CREEKSIDE ESTATES, PCT. 2 AS COUNTY ROADS AND UPDATE MASTER STREET ADDRESS GUIDE (MSAG) ACCORDINGLY.
15. CONSIDER APPROVAL AND FUNDING OF THE ADDITIONAL COST ESTIMATES FOR REPAIRING AND RENOVATING THE M. G. REILY HUMANITARIAN BUILDING IN CORRIGAN FOR MEDICAL OFFICE / CLINIC AND NUTRITION CENTER.
16. CONSIDER APPROVAL OF INTERAGENCY COOPERATION CONTRACT BETWEEN THE DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES (formerly Texas Rehabilitation Commission) AND POLK COUNTY, RELATING TO OFFICE SPACE LOCATED AT POLK COUNTY REGIONAL HEALTH CENTER.
17. RECEIVE COUNTY TREASURER'S QUARTERLY REPORT FOR 2ND QUARTER (JANUARY, FEBRUARY AND MARCH) FY 2005.

18. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
19. CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.
20. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
21. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
22. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
23. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

ADJOURN

By: John P. Thompson, County Judge


Posted: April 20, 2005



I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, April 20, 2005 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

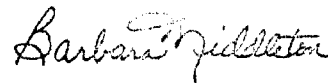
BARBARA MIDDLETON, COUNTY CLERK

BY:

 (Deputy)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS.
POLK COUNTY TEXAS

2005 APR 20 AM 9:50



BARBARA MIDDLETON
COUNTY CLERK, POLK CO.



April 26, 2005
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2005-040

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 26, 2005 at 10:00 A.M.

AMEND TO ADD;

- 24. CONSIDER APPOINTMENT OF IAH PUBLIC FACILITY CORPORATION BOARD MEMBER.
- 25. CONSIDER APPROVAL OF LEASE AGREEMENT WITH CORRIGAN MEDICAL CENTER, P.A. FOR CLINIC LOCATED IN M.G. REILY HUMANITARIAN BUILDING.

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

Dated: Friday, April 22, 2005

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, April 22, 2005 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 AND RECORDED
OFFICIAL PUBLIC RECORDS,
POLK COUNTY, TEXAS

2005 APR 22 PM 4:35

BARBARA MIDDLETON
COUNTY CLERK, POLK CO.

STATE OF TEXAS }

COUNTY OF POLK }

DATE: April 26, 2005
"REGULAR" MEETING
Judge Thompson-Absent
Commissioner Smith-Absent
County Clerk-Absent

**COMMISSIONERS COURT
AGENDA POSTING # 2005-040**

BE IT REMEMBERED ON THIS THE 26th DAY OF APRIL, 2005 THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT #3, PRESIDING.
BOB WILLIS-COMMISSIONER PCT#1, C.T." TOMMY" OVERSTREET-COMMISSIONER PCT #4,
SCHELANA WALKER, CHIEF DEPUTY 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 COMMISSIONER JAMES J. "BUDDY" PURVIS AT 10:00 A.M.
INVOCATION BY SHERIFF'S DEPARTMENT CHIEF DEPUTY BYRON LYONS.
PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY COMMISSIONER PURVIS.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS: NONE.
4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 12, 2005.
ALL VOTING YES.

AGENDA ITEMS #5 THROUGH #10:

RECOMMENDATIONS ON BIDS CONCERNING REPAIRS AND REPLACEMENT OF VARIOUS WORK AT THE POLK COUNTY JAIL WERE RECEIVED FROM JAY BURKS, MAINTENANCE ENGINEER AND BYRON LYONS, CHIEF DEPUTY SHERIFF'S DEPARTMENT.

ACTION:

MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY TOMMY OVERSTREET TO TO APPROVE THE RECOMMENDATIONS AS FOLLOWS;

AWARD BID #2005-19 - "WATERPROOFING, ENVIRONMENTAL REMEDIATION & RECONSTRUCTION AT THE COUNTY JAIL & DPS BUILDINGS" TO ABATEMENT REMEDIATION SPECIALISTS (ARS) IN THE AMOUNT OF \$45,241.00.

AWARD BID #2005-20 - "PLUMBING REPAIR AT THE COUNTY JAIL" TO BLED SOE DESIGN IN THE AMOUNT OF \$22,682.00, WITH THE COUNTY PROVIDING APPROXIMATELY \$12,077.16 FOR PLUMBING PARTS.

AWARD BID #2005-21 - "HVAC REPAIR AT THE COUNTY JAIL" TO BEST AIR CONDITIONING & HEATING IN THE AMOUNT OF \$37,874.00.

AWARD A PART OF BID #2005-22 - "PURCHASE OF COMMERCIAL EQUIPMENT FOR COUNTY JAIL'S WASHER AND DRYER ONLY, TO SKYLINE IN THE AMOUNT OF \$9,650.00.

ALSO REQUESTING ESTIMATES FROM BEST AIR FOR REFURBISHING REMAINING EQUIPMENT IN BID #2005-22 - "FREEZER, TWO REFRIGERATORS, & WALK-IN COOLER" AND THE "CLEANING, LUBRICATION & ADJUSTMENT OF CELL LOCKS" WITH TOTAL NOT TO EXCEED \$25,000.00.
ALL VOTING YES.

11. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET TO TABLE ANY ACTION ON PRELIMINARY PLAT OF SCHWAB OAKS SUBDIVISION, PRECINCT 1.
ALL VOTING YES.
12. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE PARTICIPATION AGREEMENT FOR TEXAS ASSOCIATION OF COUNTIES UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND.
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE REQUEST AND AGREEMENT TO TERMINATE MEMORIAL HEALTH SYSTEM LEASE OF OFFICE/CLINIC SPACE - M.G. REILY HUMANITARIAN BUILDING - CORRIGAN.
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE AND ACCEPT STRAWBERRY ST. (0.1814), YAUPON CREEK (0.1203), BLUEBERRY ST. (0.1593) AND HOLLY BERRY ST. (0.1072) IN CREEKSIDE ESTATES, PCT 2 AS COUNTY ROADS AND UPDATE MASTER STREET ADDRESS GUIDE (MSAG) ACCORDINGLY.
ALL VOTING YES. (SEE ATTACHED)
15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE FUNDING OF THE ADDITIONAL COST ESTIMATES FOR REPAIRING AND RENOVATING THE M.G. REILY HUMANITARIAN BUILDING IN CORRIGAN FOR MEDICAL OFFICE/CLINIC AND NUTRITION CENTER.
ALL VOTING YES. (SEE ATTACHED)
16. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE INTERAGENCY COOPERATION CONTRACT BETWEEN THE DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES (formerly Texas Rehabilitation Commission) AND POLK COUNTY, RELATING TO OFFICE SPACE LOCATED AT POLK COUNTY REGIONAL HEALTH CENTER.
ALL VOTING YES. (SEE ATTACHED)
17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO RECEIVE COUNTY TREASURER'S QUARTERLY REPORT FOR 2ND QUARTER (JANUARY, FEBRUARY AND MARCH) FY 2005.
ALL VOTING YES. (SEE ATTACHED)
18. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
ALL VOTING YES.
19. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.
ALL VOTING YES. (SEE ATTACHED)
20. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE BUDGET REVISIONS #2005-13, AS PRESENTED BY THE COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)

21. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE BUDGET AMENDMENTS#2005-13A, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.

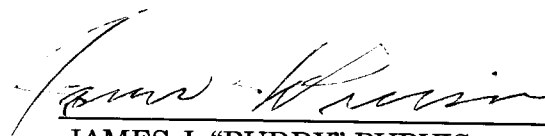
ALL VOTING YES. (SEE ATTACHED)

22. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, APPROVAL & PAYMENT OF BILLS BY SCHEDULE, INCLUDING ADDENDUM.

ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
4/7/05	\$64,458.61	ACH 538
4/7/05	\$206,180.22	ACH 539
4/7/05	\$62.81	ACH 540
4/7/05	\$2,967.08	ACH 541
4/7/05	\$3,327.34	192366-192372
4/11/05	\$88,749.72	192373-192418
4/11/05	\$4,322.80	192419
4/12/05	\$4,365.82	192420-192425
4/15/05	\$912.00	092568-092639
4/15/05	\$162.00	092640-092659
4/15/05	\$654.00	092660-092699
4/15/05	\$78.00	092700-092708
4/15/05	\$660.00	092709-092757
4/15/05	\$348.00	092758-092788
4/15/05	\$528.00	092789-092825
4/15/05	\$504.00	092826-092877
4/15/05	\$354.00	092878-092922
4/15/05	\$486.00	092923-092975
4/15/05	\$84.00	092976-092989
4/15/05	\$768.00	092990-093038
4/18/05	\$65.10	192426
4/18/05	\$25,338.00	192427-192428
4/19/05	\$209,370.91	192429-192582
4/19/05	\$5,182.77	192583-192597
4/26/05	\$68,596.26	Addendum (To appear on future schedule)
TOTAL	\$688,525.44	

23. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED)
24. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPOINT DARRELL LONGINO, J.P. #1, AS A BOARD MEMBER OF THE IAH PUBLIC FACILITY CORPORATION.
ALL VOTING YES.
25. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS TO APPROVE LEASE AGREEMENT WITH CORRIGAN MEDICAL CENTER, P.A. FOR CLINIC LOCATED IN M.G. REILY HUMANITARIAN BUILDING, GIVING JUDGE THOMPSON THE AUTHORITY TO SIGN THE AGREEMENT WHEN RECEIVED FROM LEGAL COUNSEL.
ALL VOTING YES. (SEE ATTACHED)
26. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN COURT THIS 26TH DAY OF APRIL, 2005 AT 10:25 A.M.
ALL VOTING YES.



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

ATTEST:



SCHELANA WALKER
CHIEF DEPUTY COUNTY CLERK

C:\Barbara M\COMMCRT.2005\APR26.2005.wpd

Item #12

PARTICIPATION AGREEMENT
for
TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT COMPENSATION GROUP ACCOUNT FUND

This Participation Agreement for Texas Association of Counties Unemployment Compensation Group Account Fund "Agreement" entered into by and between the Texas Association of Counties Unemployment Group Account Fund (hereinafter called "Fund" and Polk County (hereinafter called "Fund Member") (Fund and Fund Member may be referred to collectively herein as "Parties") shall be effective as of the date hereinafter shown.

RECITALS:

WHEREAS, the Fund was established by the Texas Association of Counties (hereinafter called "TAC") for the payment of reimbursements by political subdivision employers to the Texas Workforce Commission (hereinafter called "TWC") required under Sections 204.101-204.105, 205.001 and 205.021 of the Texas Labor Code, and

WHEREAS, Fund Member, a political subdivision, desires to take advantage of the benefits made available through the Fund;

NOW, THEREFORE, it is agreed and understood among the Parties as follows:

ARTICLE I
APPOINTMENT OF FUND

1.01. Appointment

Fund is hereby appointed Agent of the Fund Member for the purposes of the Agreement and is authorized to represent Fund Member before the TWC.

1.02. Length of Appointment

Fund shall continue to serve as Agent of Fund Member for purposes of this Agreement until such time as this Agreement is terminated in accordance with its terms.

ARTICLE II
ELECTION OF PARTICIPATION

2.01. Election

Fund Member hereby elects to become a member of and participate in the Fund.

2.02. Length of Election

Fund Member's election under paragraph 2.01 of this Agreement shall be effective until terminated in accordance with the terms of this Agreement.

2.03. Nature of Election

By its election under paragraph 2.01 of this Agreement, Fund Member elects to join and participate in the TAC Unemployment Compensation Group Account maintained by TWC under Account Number 99-991884-0 or any other account established by the Fund with TWC to further the purposes of this Agreement ("Group Account"). The Group Account is maintained for the purpose of receiving contributions required under *Section 205.001 of the Texas Labor Code* and paid by the Fund.

ARTICLE III
POWER AND DUTIES OF FUND

3.01. Authority to Act as Agent

Fund Member hereby confers upon Fund all authority necessary to carry out the purposes of this Agreement. Fund shall have the authority to construe the provisions of this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund. Any construction of the above named items by the Fund shall be binding on all Fund Members and their employees.

3.02. Powers of Fund

Fund shall have any power necessary to carry out the purposes of this Agreement which may be conferred by this Agreement and the rules, regulations, contribution schedules and Bylaws of the Fund including, without limitation, the following:

- a. The power to collect and retain all monies required from Fund Member;
- b. The power to establish a Contribution Rate for Fund Member;

- c. The power to require and accept from Fund Member reports of wages paid to non-elective employees of Fund Member;
- d. The power to require and accept from Fund Member unemployment reports with respect to employees of Fund Member leaving the employ of Fund Member;
- e. The power to require the appointment by Fund Member of an Unemployment Coordinator;
- f. The power to delegate any power or duty conferred by this Agreement to an independent contractor, including the power to act as Fund Member's agent before the TWC;
- g. The power to develop and establish unemployment cost control services;
- h. The power to establish and manage the Group Account;
- i. The power to maintain a separate account or accounts for Fund Member and to co-mingle the funds contributed by any member of the Fund;
- j. To the extent permitted by Texas law, the power to review claims, determine their validity, and dispose of claims received by the Fund;
- k. The power to appoint legal counsel to represent the Fund;
- l. The power to open and maintain bank accounts in the name of the Fund; and
- m. The power to perform any act whether or not expressly authorized herein, which the Fund deems necessary to accomplish the general objectives of the Fund.

3.03. Signature of Fund

Fund is hereby authorized to execute any notice or other instrument in writing required to carry out the purposes of this Agreement and all persons, partnerships, political subdivisions, corporations or associations may rely thereupon that such notice or instrument is duly authorized and is binding on Fund and Fund Member.

3.04. Liability of Fund

Fund shall be responsible for monies solely when, as, and if received by it from Fund Member, and Fund shall not be liable to anyone if for any reason whatsoever this Agreement is terminated.

3.05 Duty to Act

Fund shall be under no duty to take any action, except as specifically provided for in this Agreement and except as it shall hereinafter agree in writing to take.

ARTICLE IV
FUND MEMBER ACCOUNT

4.01. Retention of Monies

Fund shall retain all monies paid to Fund by Fund Members until such time as Fund ceases to be liable to TWC for any charges incurred by Fund Member during the period Fund Member

participated in the Group Account. Should the monies retained by Fund on behalf of Fund Member be insufficient to pay charges attributable to Fund Member, the charges in excess of the monies retained by Fund shall be paid by Fund Member to Fund within ten days of written notice of such charges. This paragraph 4.01 survives the termination of this Agreement. In the event of termination of this Agreement and subsequent to the determination that Fund is no longer liable to TWC for charges attributable to Fund Member, Fund shall remit to Fund Member any remaining balance in the Group Account contributed by the Fund Member.

4.02. Maintenance of Separate Account

Fund shall maintain a separate account for Fund Member, within the Group Account. Fund may maintain more than one separate account within the Group Account for Fund Member and treat each such account as a separate entity. The maintenance by Fund of more than one account for Fund Member does not serve to relieve Fund Member of responsibility for the account. If more than one separate account is maintained by Fund for Fund Member, each separate account represents an activity of Fund Member. Any determination with respect to the activity within any of the above mentioned separate accounts by TWC shall be binding on Fund Member.

ARTICLE V
CONTRIBUTION RATE/CONTRIBUTION

5.01. Calculation of Contribution Rate

Fund shall calculate Fund Member's Contribution Rate based on Fund Member's actual experience in Fund; provided, however, in no event shall the contribution rate be less than 1/20 of one percent (.0005) of Fund Member's payroll, subject to the minimum contribution requirement stated in Section 5.02 herein. It is further agreed and understood that until Fund Member has been included in the TAC Group Account with TWC for six (6) consecutive calendar quarters, Fund Member's contribution rate shall be 8/10 of one percent (.008) of Fund Member's payroll. Fund shall determine the Contribution Rate for Fund Member subsequent to the above mentioned six (6) calendar quarter period during the first quarter of each calendar year, and the Contribution Rate shall apply to all payments predicated on the Fund Member's yearly gross payroll.

5.02. Responsibility to Contribute

Fund Member shall contribute to Fund a payment calculated on Fund Member's gross payroll for the preceding calendar quarter for all non-elective employees (full-time, part-time and temporary). In calculating the contribution, the Fund Member's Contribution Rate shall be applied to the total gross payroll of all non-elective employees. However, a minimum contribution of \$25.00 per quarter shall be made by all Fund Members.

5.03. Initial Contribution

A new Fund Member shall pay an initial contribution determined by either its actual gross payroll for all non-elective employees owed in the full quarter immediately prior to joining the Fund or by an estimated gross payroll for the next calendar quarter if Fund Member has had no previous payroll history. In no event shall the initial contribution be less than the minimum contribution of \$25.00 per quarter.

5.04. Contribution Payments and Reports

Fund Member agrees to promptly make all payments required by this Agreement to Fund. Fund Member agrees to furnish reports of wages paid to non-elective employees and other necessary information in a manner acceptable to TWC and Fund.

5.05. Due Date of Contributions and Reports

Quarterly Unemployment records and contributions shall be due and payable to the Fund no later than the 10th day of each new quarter. For purposes of this Agreement, quarters will commence on the first day of January, April, July and October of every year. Reports or contributions postmarked after the 10th day of a new quarter shall be subject to a late penalty. The penalty will be that portion of any assessed TWC fine attributable to Fund Member's late reporting.

ARTICLE VI
UNEMPLOYMENT COORDINATOR

6.01. Appointment

Fund Member shall, by written instrument, appoint an Unemployment Coordinator. The Unemployment Coordinator shall be responsible to Fund for the timely and accurate completion of the quarterly unemployment report, and for promptly providing Fund or its contractor any required information.

6.02. Change of Unemployment Coordinator

Fund Member may change its Unemployment Coordinator by giving written notice to Fund of such change prior to the effective date of the change.

6.03. Responsibility of Unemployment Coordinator

Any failure or omission of the Unemployment Coordinator shall be deemed a failure or omission of Fund Member. Fund or its contractor, if any, are not required to contact any other individual with respect to Fund Member's responsibilities under this Agreement except the named Unemployment Coordinator. Any notice given the Unemployment Coordinator by Fund or its contractor shall be deemed notice to Fund Member.

ARTICLE VII
TERMINATION

7.01. Notice

This Agreement may be terminated by either party giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail, Certified Return Receipt Requested.

7.02. Liability Subsequent to Termination

Termination of this Agreement shall not serve to relieve Fund Member of any obligation or liability for any obligation or liability Fund may have to TWC as a result of Fund Member's inclusion in the Group Account.

ARTICLE VIII
MISCELLANEOUS

8.01. Unemployment Cost Control Services

Fund Member shall be furnished with periodic statements of claim activity and the status of claims by Fund or its contractor.

8.02. Eligibility of Fund Member

Fund Member is required to be a member in good standing of TAC or must be located within a county that is a member in good standing of TAC.

8.03. Agreement to Comply with Bylaws

Fund Member agrees to comply with the Bylaws of Fund as adopted and as they may be amended by Fund's Board of Trustees.

8.04. Amendment

This Agreement may be amended or modified at any time by the parties hereto; any such amendment or modification shall be evidenced by a written instrument, signed by the Fund and Fund Member and attached to and made a part of this Agreement.

8.05. Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas. Venue for any litigation concerning this Agreement shall be in the district courts of Travis County, Texas.

8.06. Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

8.07. Effect of Partial Invalidity

If any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

8.08. Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

8.09 Notices

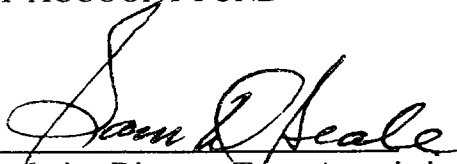
Any notice required to be given, or payment required to be made, to Fund shall be deemed properly sent if addressed to:

Texas Association of Counties
Unemployment Compensation Group Account Fund
c/o Texas Association of Counties
P.O. Box 2131
Austin, Texas 78768-2131

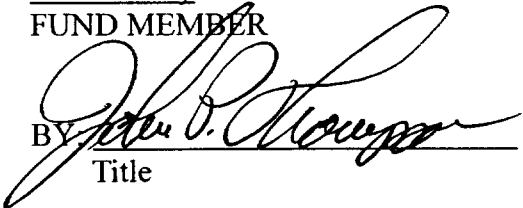
EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signature this 25th day of April, 2005.

TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT COMPENSATION
GROUP ACCOUNT FUND

BY: 
Executive Director, Texas Association of Counties

Polk County
FUND MEMBER

BY: 
Title

Item #13



Termination of Lease and Release

Date: Effective April 15, 2005

Lease

Date: April 15, 1993

Landlord: Polk County, Texas

Tenant: Memorial Medical Center of East Texas, now known as Memorial Health System of East Texas

Premises

Approximate square feet: 2,500

Name of building: Corrigan Clinic

Legal description: Two tracts of land containing 4.377 acres, more or less, and being the same property conveyed by W.F. Eden, et al; Trustees of the Corrigan Independent School District, to J.T. Coker, County Judge of Polk County, Texas, and being the same conveyance dated the 26th day of September, 1949, and being a part of the J.B. Hendry Survey and being more fully described in Volume 145, page 388 et seq of the Deed Records of Polk County, Texas.

City, county, state: Corrigan, Polk County, Texas 77339

Lease Commencement Date: May 1, 1993

Effective Termination Date: April 15, 2005

Security Deposit: None.

Consideration: \$25,000.00

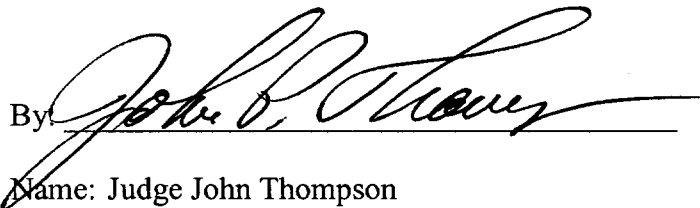
1. Landlord and Tenant ratify the Lease.
2. Landlord acknowledges receiving from Tenant the following consideration:

\$25,000.00.

3. The Lease is terminated as of the Effective Termination Date and Tenant agrees to surrender the Premises by that date in accordance with the terms of the Lease.
4. **Landlord and Tenant release each other from all claims or liabilities of any character, type, or description, including all expenses of litigation, court costs, attorney's fees for injury or death to any person, or injury to any property, or exposure to any environmental hazard, received or sustained by any person or persons or property, arising out of, or occasioned by the Lease.**

LANDLORD:

POLK COUNTY, TEXAS

By: 

Name: Judge John Thompson

Title: County Judge

(approved by Polk County Commissioners Court
April 26, 2005)

TENANT:

MEMORIAL HEALTH SYSTEM OF EAST TEXAS

By: _____

Name: Richard Ahrens

Title: Chief Operating Officer

APPROVAL OF FORM:

MEMORIAL HEALTH SYSTEM OF EAST TEXAS

By: 

Name: Dale E. Clark, Ph.D., CHC.

Title: Vice President & Chief Compliance Officer

Item #15

COPY

Memorandum

REVISED

To: John P. Thompson, County Judge
CC: Commissioners Court
From: Jay Burks, Maintenance Engineer
Date: 4/25/05
Re: M. G. Reily Humanitarian Building Repair

Please find listed an estimate on additional cost for repairing and renovating the M. G. Reily Humanitarian building in Corrigan.

Upgrade on Carpet and Flooring	\$11421.00
--------------------------------	------------

Treatment of carpet to make it anti-microbial was not discussed prior to the original bid submittal but has been deemed necessary by Belinda Swearingen to avoid bacteria growth and future health risk to patients and occupants of the building.

Replace cabinets and sinks	\$13070.00
----------------------------	------------

The sinks showed to have asbestos and cabinets were found to be in bad condition once they were removed for abatement of the floor and need to be replaced.

Insulation and A/C ducts	\$5800.00
--------------------------	-----------

A/C vents and grills are deteriorated and need to be replaced along with insulation in the ceiling.

Wall Laminate	\$13929.00
---------------	------------

Laminate lining the walls in the entire clinic is to be replaced and also in the aging center and foyer by direction of Buddy Purvis. This will serve as a wall and chair guard and protect wall surfaces from damage.

Additional roof repairs	\$4000.00
-------------------------	-----------

Additional roof repairs and unexpected water damage inside building

VOL 51 PAGE 476

April 25, 2005

Landscaping	\$5000.00
Total increase from original bid	\$53220.00
Credit for work done by County	(\$13700.00)
Proposed transfer from 010-511-450	<u>(\$10000.00)</u>
Additional amount requested	\$29520.00

Respectfully,



Jay Burks

CONFIDENTIAL

Major building maintenance: Repair of air conditioning, and heating systems, plumbing (other than that within the Commission space), roof repairs, and exterior building repairs and maintenance.

III. The DARS/DRS hereby agrees to:

- A. Pay the Contractor \$200.00 per month for services performed upon receipt of a properly prepared invoice. Estimated amount for contract period is \$12,000.00.
- B. Purchase janitorial services and utility services separately from this contract.

IV. The Contractor hereby agrees to:

- A. Provide major building maintenance services to the building at 410 Church Street, East, Livingston, TX.
- B. Provide office space of approximately 1,000 square feet within the building is provided by the contractor at no cost to the DARS/DRS.
- C. Provide local supervision of service, to include regular site inspections and written quality control reporting for areas requiring rectification.
- D. Assume responsibility for damage or loss to DARS/DRS property that occurs as a direct or indirect result of services performed by the contractor.
- E. Upon request, make available to the DARS/DRS, the U.S. Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives any documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- F. Retain all accounting and supporting documents, statistical records, and any other records or reports pertinent to the goods and services provided under this contract for which a claim or report was submitted to the DARS/DRS. These supporting records and documents must be kept for a minimum of three years after final payment and all other pending matters are closed out.
- G. Save and hold harmless the DARS/DRS, its employees and the State of Texas, from all liability, of any nature, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting from injuries or damages sustained by the persons or property, resulting in whole or part from the performance or omission of any employee, agent, or representative of the Contractor.

- H. Accept responsibility for compensating employees, withholding and payment of taxes, and purchasing any liability, disability or health insurance coverage deemed necessary by the Contractor.
 - I. Comply with the worker compensation law concerning the Contractor and its employees. Because the Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the DARS/DRS, the Contractor is responsible for worker compensation insurance for the Contractor or its employees.
 - J. Not enter into any subcontracts for services under this contract with any third party without prior written consent by the DARS/DRS.
 - K. Accept liability and responsibility for the performance of any of its personnel and subcontractors providing services under the terms of this contract.
 - K. Accept responsibility for compensating any party with whom the contractor enters into a subcontract to provide services under the terms of this contract.
 - L. Comply with all applicable requirements of the Americans with Disabilities Act of 1990, Public Law 101-336, 101 Congress, 2nd Session, 104 Stat. 327 (July 26, 1990).
 - M. Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88.352).
 - N. Certify under section 231.006, Family Code, the Contractor is not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payments may be withheld if this certification is inaccurate.
 - O. Certify by signature of this contract that no known real or apparent conflict of interest exists, as defined in Section II above.
- V. The DARS/DRS and the Contractor agree to the following general provisions:**
- A. The DARS/DRS will not be liable to the Contractor for any expenses paid or incurred by the Contractor, except as specifically provided by this contract.
 - B. Upon proper notice of intention to exercise the renewal option, and by mutual agreement between DARS/DRS and Contractor, this contract may be renewed for the period of five (5) years. Renewal will be based upon an annual performance review and the DARS/DRS continuing need for the services.

- C. A rate escalation will be allowed for each renewal period. No increase shall exceed 5% over the previous 12-month period. DARS/DRS will give Contractor notice of intention to exercise this option prior to the expiration of the contract.
- D. This contract may be amended at any time upon receipt of 30 days written notice of request for modification and by mutual consent of both parties.
- E. In the event of office relocation and/or increase in square footage, the contract can be transferred to that new location, and/or the compensation can be adjusted based upon the same price per square footage in effect at the time of the move or addition.
- F. This contract may be terminated without cause or penalty by either party, providing written notice is given to the other party not less than thirty (30) days prior to the proposed date of termination.
- G. If the contractor is indebted or owes delinquent taxes to the state, or owes delinquent taxes under a tax that the comptroller administers or collects, then pursuant to Section 403.055(h), Government code, any payments owing to the contractor under the contract will be applied towards the debt or delinquent taxes that the contractor owes the state until the debt or delinquent taxes are paid in full.
- H. In the event the Contractor fails to perform in accordance with the provisions of this contract, the Commission may upon 30 days written notice of default to the Contractor, terminate the contract in whole or in part without penalty. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract.

Termination may result from, but is not limited to:

- 1. Failure to respond to written notice of deficiencies or take corrective action;
 - 2. Unsatisfactory performance;
 - 3. Material violation of this contract;
 - 4. Any act exposing the other party to liability to others for personal injury or property damage;
 - 5. Any real or apparent conflict of interest;
 - 6. Any violation of state or federal law.
- L. This contract shall be governed by the laws of the State of Texas. Disputes under this contract will be resolved under the DARS/DRS contract administration rules contained in Chapter 106 of Title 40, Texas Administrative Code.
 - M. Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.

- N. If any part of this contract shall be held unenforceable, the rest of the contract will nevertheless remain in full force and effect.
- O. This contract is subject to the availability of state and/or federal funds. If funds are not available or if available funding is reduced, written notice of termination, payment suspension, or funding reduction will be provided by the DARS/DRS to the Contractor.

VI. Contract Period:

This contract shall be in effect from **October 1, 2004** through **September 30, 2009**.

VII. Signatures:

For the faithful execution of the terms of this contract, the parties hereto, in their capacities as stated, affix their signatures and bind themselves.

COPY

John P. Thompson, County Judge

Date

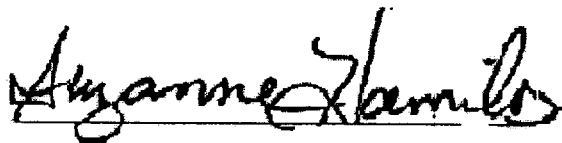
COPY

Jose (Tony) Lawrence, Regional Director

Date

Reviewed for content:

Reviewed for contents and filed.



04/01/2005
Suzanne Hamilos, CTPM
Director, Buyer Support Services

Item # 17

POLK COUNTY TREASURER 2ND QUARTER REPORT FOR THE MONTHS OF JAN - FEB - MAR - 2005

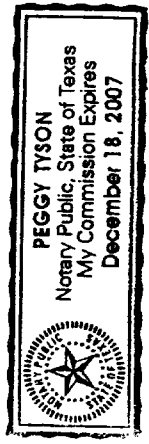
FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BAL	INVESTMENT	BALANCE
GENERAL	10,574.11	5,602,075.55	5,865,808.30	(253,158.64)	5,038,140.99	4,782,982.35
HOTEL TAX	7,494.98	7,980.76	7,384.54	8,091.20		8,091.20
JCTF	51,922.06	7,096.59	2,285.43	56,733.22		56,733.22
ROAD & BRIDGE	(197,307.71)	1,892,702.95	1,703,877.90	(8,482.66)	1,250,809.61	1,242,326.95
LATERAL RD	3,066.31			3,066.31	132,838.46	135,904.77
SECURITY	17,710.63	10,077.05	14,580.14	13,207.54	9,245.78	22,453.32
HIST COMM P/R	296.05			296.05		296.05
ENV SERVICE		122,615.57	122,615.57			
FEMA	299.07			299.07		299.07
LAW LIBRARY	5,289.28	3,180.00	1,852.31	6,616.97	27,913.24	34,530.21
D A SPECIAL						
D A HOT CHECK	(16,788.37)	14,538.96	22,079.01	(24,328.42)		(24,328.42)
AGING	(24,039.52)	37,015.40	59,723.56	(46,747.68)		(46,747.68)
DEBT SERVICE	121,502.83	2,046,551.25	2,193,484.88	(25,430.80)	687,198.00	661,767.20
DEBT SVC-ENV SVC					647,264.83	647,264.83
MUSEUM TRUST	1,688.67	2,500.00	3,544.99	623.68		21,022.41
JUDICIARY	114,825.54	151,087.40	117,009.19	148,913.75	20,398.73	148,913.75
SO CONTRABAND	508.13		508.13			
DA CONTRABAND	3,331.25	6,207.00	9,263.36	274.89	102,518.79	102,793.68
CONSTABLE #2 CONTRA						
OTER SEIZURES PEND	1,484.50	35,251.66				
DRG SEIZURE PEND	20.96	766.00	766.00	36,736.16		36,736.16
SO CONTA (FED)				20.96	134,073.18	134,094.14
RAP	1,489.41	28,479.00	5,088.26	24,880.15		24,880.15
CC RECORDS MGMT	9,992.12	3,367.00	4,952.28	8,406.84		8,406.84
DC RECORDS MGMT	1,840.00	820.00		2,660.00		2,660.00
PROBATION	36,798.53	350,596.28	362,857.81	24,537.00		24,537.00
TOTAL	151,978.83	10,322,918.42	10,497,681.66	(22,784.41)	8,048,401.61	8,025,617.20
JURY FUND	1,230.00	8,208.00	7,846.00	1,592.00		1,592.00
CREDIT CARDS JP	2,001.75	17,344.81	18,840.73	505.83		505.83
CC EMERG MGMT		810.00	785.00	25.00		25.00
CC COUNTY CLERK	199.00	1,688.00	1,846.00	41.00		41.00
JP#3		134,780.53	134,780.53			
HISTORICAL COMMISSION	8,471.04	3,930.89	7,234.36	5,167.57	335,740.47	340,908.04
CORRIGAN AGING		1,972.06	1,972.06			
MOSCOW SEWER PROJEC		18,267.44	18,267.44			
PAYROLL	22.32	1,240,189.30	1,240,661.62	(450.00)		(450.00)
PERMANENT SCHOOL	3,384.73	1,038.64	5.00	4,418.37	376,015.08	380,433.45
AVAILABLE SCHOOL	1,270.73	10,015.09		11,285.82	72,541.29	83,827.11
FED EQUITABLE SHARE	1,422.68			1,422.68		1,422.68
GRAND TOTAL	169,981.08	11,761,163.18	11,928,920.40	1,223.86	8,832,698.45	8,833,922.31

I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

Nola Reneau
 NOLA RENEAU
 COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF APRIL, 2005

Peggy Tyson



TEXPOOL INVESTMENT REPORT
QTR ENDED 03/31/05

FUND	BEG BAL	DEPOSITS	WITHDRAWALS	INTEREST EARNED	INTERFUND TRANSFER	END BALANCE
10 General	1,819,857.64	3,271,000.00	80,000.00	25,283.35		5,036,140.99
15 Road & Bridge	510,867.97	734,000.00	-	5,941.64		1,250,809.61
17 Lateral R & B	132,050.95	-	-	787.51		132,838.46
27 Security	9,190.99	-	-	54.79		9,245.78
32 Env Svc Operating	-	-	-	-		-
40 Law Library	27,747.76	-	-	165.48		27,913.24
61 Debt Service	268,756.47	1,179,000.00	765,000.00	4,441.53		687,198.00
61 DBT SVC-Env Svc	643,427.77	-	-	3,837.06		647,264.83
83 Museum Trust	22,769.42	-	2,500.00	129.31		20,396.73
90 SO Contraband	-	-	-	-		-
90 DA Contraband	107,885.26	-	6,000.00	633.53		102,518.79
90 Drg Seizure Pend	134,042.26	-	766.00	796.92		134,073.18
28 Historical Comm	328,751.60	5,000.00	-	1,988.87		335,740.47
91 Perm School	375,854.86	-	-	2,234.37	(2,074.15)	376,015.08
92 Avail School	70,042.36	-	-	424.78	2,074.15	72,541.29
Total Investments	4,451,245.31	5,189,000.00	854,266.00	46,719.14	-	8,832,698.45

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.



B. L. Dockens, County Investment Officer

Item #19



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

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.

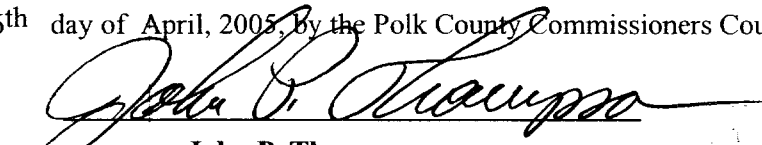
NOW, THEREFORE, BE IT RESOLVED THAT:

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 \$85,525.00.

ADOPTED this 26th day of April, 2005, by the Polk County Commissioners Court.


John P. Thompson
County Judge, Polk County, Texas

Attest;


Barbara Middleton, County Clerk

(Court Seal)

EXHIBIT "A"

DESCRIPTION OF PROJECTS

Road & Bridge Equipment Purchases and Repairs

J.R.'s Equipment Sales	Pct. #3 - Rock Crusher	015-623-571	78,800.00
Power Plan	Pct. #3 - Dozer Repair(S/N77V2209)	015-623-456	6,725.00
Putt Watson Motor Co.	Pct. #1 - 05 GMC Crew Cab P/U	015-621-571	23,895.00
		TOTAL	\$ 85,525.00

Total purchase to be in an amount not to exceed \$ 85,525.00 from the Road & Bridge Fund of Polk County, Texas.



COPY

#20

4/26/2005

Budget Revisions
2005-13

REVISION
AMENDMENTS CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
095 SHERIFFS FEDERAL REV SHARING	.00
REVISION'S	
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	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-342-451	DISTRICT CLERK REI	04/13/2005	2K5R13	4,538.28-	6,038.28-	1,500.00-	RECORD CK DIST.CLK PURCHASE K	
2005 010-342-551	TRA PATROL REIMBUR	04/19/2005	2K5R13	76,216.89-	92,227.32-	16,010.43-	RECORD CK TRA-REIMBURSE SHE K	
2005 010-342-600	INSURANCE CLAIMS	04/19/2005	2K5R13	1,218.77-	2,468.25-	1,249.48-	RECORD CK TAC-SHERIFF WRECK K	
2005 010-342-605	SHERIFF STATE TRAI	04/14/2005	2K5R13	.00	4,942.19-	4,942.19-	RECORD CK STATE COMPTROLLER K	
	TOTAL AMENDMENTS		4	TOTAL CHANGES		23,702.10-		
2005 010-450-572	OFFICE FURNISHINGS	04/13/2005	2K5R13	4,000.00	1,500.00	2,500.00-	RECORD CK DIST.CLK PURCHASE K	
2005 010-450-572	OFFICE FURNISHINGS	04/13/2005	2K5R13	1,500.00	5,500.00	4,000.00	CORRECT AMOUNT ON REVISION K	
	EXPENSE SUMMARY - DIST CLERK		2	TOTAL CHANGES		1,500.00		
2005 010-455-427	TRAVEL/TRAINING	04/14/2005	2K5R13	1,225.00	1,248.00	23.00	MOVE FUNDS FROM DUES;JUDGE K	
2005 010-455-481	DUES	04/14/2005	2K5R13	115.00	92.00	23.00-	MOVE FUNDS TO TRAVEL;JUDGE K	
	EXPENSE SUMMARY - JP #1		2	TOTAL CHANGES		.00		
2005 010-511-450	REPAIR/REPLACEMENT	04/19/2005	2K5R13	98,500.00	88,500.00	10,000.00-	MOVE FUNDS TO M.G.REILLY BLD K	
	MAINTENANCE - ENGINEERING		1	TOTAL CHANGES		10,000.00-		
2005 010-560-105	SALARIES	04/19/2005	2K5R13	1,174,144.90	1,187,305.54	13,160.64	RECORD CK TRA-REIMBURSE SHE K	
2005 010-560-201	SOCIAL SECURITY	04/19/2005	2K5R13	97,631.75	98,638.54	1,006.79	RECORD CK TRA-REIMBURSE SHE K	
2005 010-560-203	RETIREMENT	04/19/2005	2K5R13	87,029.56	87,949.49	919.93	RECORD CK TRA-REIMBURSE SHE K	
2005 010-560-204	WORKERS COMPENSATI	04/19/2005	2K5R13	52,711.00	53,597.22	886.22	RECORD CK TRA-REIMBURSE SHE K	
2005 010-560-206	UNEMPLOYMENT INSUR	04/19/2005	2K5R13	3,531.97	3,568.82	36.85	RECORD CK TRA-REIMBURSE SHE K	
2005 010-560-427	TRAVEL/TRAINING	04/14/2005	2K5R13	18,310.00	23,252.19	4,942.19	RECORD CK STATE COMPTROLLER K	
2005 010-560-450	REIMB INS VEHICLE	04/19/2005	2K5R13	1,218.77	2,468.25	1,249.48	RECORD CK TAC-SHERIFF WRECK K	
	EXPENSE SUMMARY - SHERIFF DEPT		7	TOTAL CHANGES		22,202.10		
2005 010-691-571	CAPITAL OUTLAY-M.G	04/19/2005	2K5R13	125,745.00	135,745.00	10,000.00	MOVE FUNDS FROM MAINT/ENG R K	
	EXPENSE SUMMARY - ALL OTHER		1	TOTAL CHANGES		10,000.00		
2005 015-613-000	PRECINCT #3-PERM R	04/15/2005	2K5R13	150,079.52	128,960.82	21,118.70-	MOVE FUNDS TO CULVERTS;B.PU K	
2005 015-613-338	CULVERTS	04/15/2005	2K5R13	.00	21,118.70	21,118.70	MOVE FUNDS FROM CARRYOVER;B K	
	PRECINCT#3-PERM RD EXP SUMMARY		2	TOTAL CHANGES		.00		
2005 095-331-100	FEDERAL REVENUES	04/14/2005	2K5R13	.00	42,759.21-	42,759.21-	RECORD CK FROM U.S.TREASURY K	
	FEDERAL REVENUE SUMMARY		1	TOTAL CHANGES		42,759.21-		
2005 095-560-334	OPERATING EXPENSES	04/14/2005	2K5R13	.00	42,759.21	42,759.21	RECORD CK FROM U.S.TREASURY K	
	OPERATING EXPENSES SUMMARY		1	TOTAL CHANGES		42,759.21		

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	AMOUNT	AMOUNT	DESCRIPTION	CLK
			OLD	BUDGET	AMENDED		
			AMOUNT	AMOUNT	AMOUNT	CHANGE	
2005 010-342-451	DISTRICT CLERK REI	04/06/2005	2K5R13	4,225.17-	4,538.28-	313.11-	RECORD CK STATE COMP-REIMB K
	TOTAL AMENDMENTS		1	TOTAL CHANGES		313.11-	
2005 010-450-427	TRAVEL/TRAINING	04/06/2005	2K5R13	3,725.17	4,038.28	313.11	RECORD CK STATE COMP-REIMB K
	EXPENSE SUMMARY - DIST CLERK		TOTAL AMENDMENTS	1	TOTAL CHANGES	313.11	
2005 010-465-400	ATTORNEY FEES- 411	04/06/2005	2K5R13	80,470.95	74,570.95	5,900.00-	MOVE FUNDS TO OTHER 411TH L K
2005 010-465-401	PSYCHOLOGICAL EVAL	04/06/2005	2K5R13	4,000.00	6,125.00	2,125.00	MOVE FUNDS FROM 411TH ATTY K
2005 010-465-404	EXPERT WITNESS - 4	04/06/2005	2K5R13	1,000.00	3,405.00	2,405.00	MOVE FUNDS FROM 411TH ATTY K
2005 010-465-417	GAPITAL TRIAL COST	04/06/2005	2K5R13	129,523.05	130,899.05	1,370.00	MOVE FUNDS FROM 411TH ATTY K
	EXPENSE SUMMARY - JUDICIAL		TOTAL AMENDMENTS	4	TOTAL CHANGES	.00	
2005 015-622-100	PCT 2 BUDGET CARRY	04/11/2005	2K5R13	58,462.61	48,462.61	10,000.00-	MOVE FUNDS TO PARTS/REPAIRS K
2005 015-622-456	PARTS & REPAIR	04/11/2005	2K5R13	50,000.00	60,000.00	10,000.00	MOVE FUNDS FROM CARRYOVER;B K
	PRECINCT #2 - ROAD & BRIDGE		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 015-623-100	PCT 3 BUDGET CARRY	04/11/2005	2K5R13	2,713.41	2,013.41	700.00-	MOVE FUNDS TO PART-TIME SAL K
2005 015-623-108	SALARIES - PART/TI	04/11/2005	2K5R13	4,000.00	4,700.00	700.00	MOVE FUNDS FROM CARRYOVER;B K
	PRECINCT #3 EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	
2005 015-624-100	PCT 4 BUDGET CARRY	04/06/2005	2K5R13	36,342.73	32,342.73	4,000.00-	MOVE FUNDS TO TIRES/TUBES;P K
2005 015-624-354	TIRES/TUBES	04/06/2005	2K5R13	5,000.00	9,000.00	4,000.00	MOVE FUNDS FROM CARRYOVER;P K
	EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00	

21

Budget Amendments
2005-13A

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	1,420.00
027 SECURITY	265.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

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



04/26/2005 16:59:01

CELL 22 PAGE 1

REPORT OF GENERAL LEDGER AMENDMENTS

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMNT NUMBER	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2005 010-455-500	GRANT-EXDPS/TRAFEL	04/26/2005	285A13	.00	1,420.00	AMEND FOR GRANT APPROVED IN K	
	EXPENSE SUMMARY - JP #1		TOTAL AMENDMENTS	1	1,420.00		
2005 037-590 421	MODIE BUDNR/PAGERS	04/25/2005	285A13	150.00	115.00	AMEND FOR UNBUDGETED W/NTTEL K	
			TOTAL AMENDMENTS	1	265.00		
			TOTAL CHANGES		265.00		

ACH 538

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	41,826.37
015 ROAD & BRIDGE ADM	9,836.68
027 SECURITY	274.35
049 DISTRICT APTY HOT CHECK FUND	538.70
051 AGING	934.38
083 MUSEUM OPERATING FUND	64.68
101 ADULT SUPERVISION	7,690.16
185 CCAP - JUVENILE PROBATION	3,293.29
TOTAL OF ALL FUNDS	64,458.61

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

AC 4-639

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	131,430.28
015 ROAD & BRIDGE ADM	34,962.81
027 SECURITY	1,072.74
049 DISTRICT ATTY HOT CHECK FUND	1,481.73
051 AGING	3,897.72
083 MUSEUM OPERATING FUND	292.02
101 ADULT SUPERVISION	22,966.23
185 CCAP - JUVENILE PROBATION	10,076.69
TOTAL OF ALL FUNDS	206,180.22

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

B. L. DOCKENS
 COUNTY AUDITOR

JOHN P. THOMPSON
 COUNTY JUDGE

ACH 5260

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	62.81
TOTAL OF ALL FUNDS	62.81

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

B. L. DOCKENS

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Handwritten Signature]

[Handwritten Signature]

ACT 541

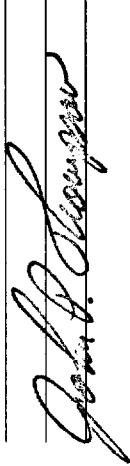
SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,370.47
015 ROAD & BRIDGE ADM	596.61
TOTAL OF ALL FUNDS	2,967.08

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	1,325.15
015	ROAD & BRIDGE ADM	270.00
027	SECURITY	30.00
101	ADULT SUPERVISION	1,148.17
185	CCAP - JUVENILE PROBATION	554.02
	TOTAL OF ALL FUNDS	3,327.34

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	85,486.09
013 JP JUSTICE COURT TECHNOLOGY	59.95
015 ROAD & BRIDGE ADM	1,839.72
027 SECURITY	128.16
040 LAW LIBRARY FUND	54.16
049 DISTRICT ATTY HOT CHECK FUND	79.76
051 AGING	1,088.38
093 CO CLERK RECORDS MGMT FUND	13.50

TOTAL OF ALL FUNDS	88,749.72

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	4,322.80

TOTAL OF ALL FUNDS	4,322.80

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	478.13
015	ROAD & BRIDGE ADM	3,887.69
	TOTAL OF ALL FUNDS	4,365.82

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	912.00

TOTAL OF ALL FUNDS	912.00

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

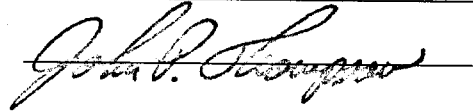
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	162.00

TOTAL OF ALL FUNDS	162.00

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	654.00

TOTAL OF ALL FUNDS	654.00

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

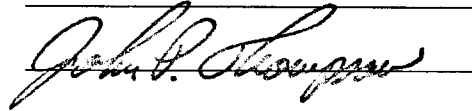
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE




SCHEDULE OF BILLS BY FUND

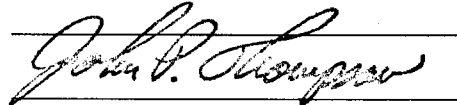
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	78.00

TOTAL OF ALL FUNDS	78.00

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

VOL 51 PAGE 504

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	660.00
	TOTAL OF ALL FUNDS	----- 660.00

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	348.00

TOTAL OF ALL FUNDS	348.00

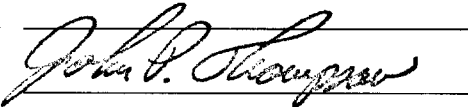
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON




COUNTY JUDGE

SCHEDULE OF BILLS BY FUND


FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	528.00

TOTAL OF ALL FUNDS	528.00

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	504.00

TOTAL OF ALL FUNDS	504.00

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	354.00

TOTAL OF ALL FUNDS	354.00

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	486.00

TOTAL OF ALL FUNDS	486.00

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	84.00

TOTAL OF ALL FUNDS	84.00

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	768.00

TOTAL OF ALL FUNDS	768.00

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	10.20-
015	ROAD & BRIDGE ADM	75.30

	TOTAL OF ALL FUNDS	65.10

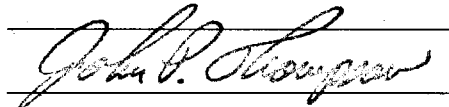
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	25,338.00

TOTAL OF ALL FUNDS	25,338.00

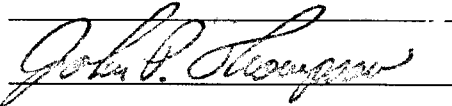
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	151,329.99
015	ROAD & BRIDGE ADM	34,089.88
017	LATERAL ROAD FUND	16,524.00
049	DISTRICT ATTY HOT CHECK FUND	951.17
051	AGING	2,340.41
090	DRUG FORFEITURE FUND	1,515.50
093	CO CLERK RECORDS MGMT FUND	145.00
094	COUNTY RECORDS MGMT FUND	2,474.96
TOTAL OF ALL FUNDS		209,370.91

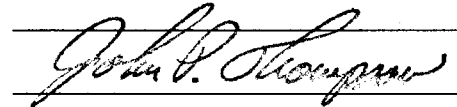
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5,182.77

TOTAL OF ALL FUNDS	5,182.77

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

B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

VOL 51 PAGE 516

ADDENDUM
SCHEDULE OF BILLS FOR
APR 26, 2005
FY2005

COPY

A.R.S.
COUNTY & DISTRICT CLERKS ASSO
EAST TEXAS ASPHALT CO., LTD
FIRST STATE BANK
NACOGDOCHES SHERIFFS OFFICE
PHILPOTT MOTORS
SWEARINGER, DELORIS
TOTAL

\$	20,475.00	MAINT. ENG.(RILEY BLDG. CORRIGAN)
\$	195.00	DISTRICT CLERK
\$	393.14	R&B#2
\$	19,806.73	DEBIT SERVICE
\$	150.00	SHERIFF DEPT
\$	27,448.00	R&B#3
\$	128.39	R&B#3
\$	<u>68,596.26</u>	



COPY

Item # 23

DATE: APRIL 13 THROUGH APRIL 26, 2005

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP	STEP & WAGE	ACTION TAKEN
(1)	DANIEL R. ADAMS	SHERIFF	1037 - DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	17/01	\$24,798.44	DISMISSAL EFFECTIVE 04/15/2005
(2)	JAMES K. RICHARDSON	SHERIFF	1043 - TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	13/01	\$9,79/HR	RESIGNATION EFFECTIVE 04/15/2005
(3)	DANNY CLYDE FREEMAN	ROAD & BRIDGE, PRECINCT # 1	905 - TRUCK DRIVER	LABOR POOL (-900)	12/01	9.31/HR	NEW HIRE EFFECTIVE 04/27/2005
(4)	ARTHUR B. DIRDEN	JAIL	1055 - CORRECTION OFFICER	REGULAR FULL-TIME	13/01	\$20,353.23	NEW HIRE EFFECTIVE 05/02/2005
(5)							<i>Additional</i>
(6)							
(7)							
(8)							
(9)							
(10)							
(11)							
(12)							
(13)							
(14)							
(15)							
(16)							
(17)							
(18)							
(19)							
(20)							
(21)							
(22)							
(23)							

COPY

Item #25

LEASE AGREEMENT

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS AGREEMENT executed between POLK COUNTY, TEXAS, hereinafter referred to as "Owner", and CORRIGAN MEDICAL CENTER, P.A., with its principal office and place of business in the City of Lufkin, Angelina County, Texas, hereinafter referred to as "Tenant".

WITNESSETH:

1] LEASED PREMISES: In consideration of the covenants, conditions and stipulations herein contained, Owner does hereby lease, demise and let unto Tenant the following described real property and premises, including the building [such building containing approximately 2,500 square feet] and appurtenances thereto; such property being located in the City of Corrigan, Polk County, Texas, and being more fully described on Exhibit "A" attached hereto, and such property to be hereinafter called the "Leased Premises" or "leased premises" or "premises".

2] WARRANTY: Owner covenants that it has lawful title to the property and improvements herein leased and has the full right to make this Lease; that, at the commencement of the term hereof, there will be no zoning or other ordinances or title or other matters which will restrict Tenant's operation of a rural health clinic at the Leased Premises. Further, the person executing this

Lease represents that he has full right and authority to execute the same on behalf of Owner.

3] **TERM:** The term of this Lease shall be for a period of twelve [12] months commencing on the first day of the calendar month following the earlier of: a) the date Tenant commences business from the Leased Premises, or b) thirty days following the date of delivery of the Leased Premises to the Tenant for occupancy. Owner shall deliver the Leased Premises to Tenant for occupancy on May 1, 2005. The parties acknowledge that there are persons other than Tenant who may continue to occupy a portion of the leased premises after May 1, 2005. Tenant shall pursue its certification as a clinic. In the event that Tenant is not certified as a clinic, Tenant may terminate this lease with thirty [30] days written notice to Owner.

4] **RENTAL:** No rental payments shall be due and payable under this lease agreement.

5] **MAINTENANCE AND REPAIR:** Owner shall maintain and keep in good repair the foundation, roof, structure and exterior of said building and shall further maintain and keep in good repair all water, sewage, gas and electric service facilities to the exterior of said building and up to the point of entry into such building. Owner shall repair all damage to interior walls, ceilings, floors and floor coverings caused by faulty construction of the building or by Owner's failure to properly maintain and repair the exterior

of the building as above set out, provided, however, that the Tenant shall give Owner notice of such faulty construction or failure to maintain repair as soon as such defects or omissions, become known to Tenant and shall take all steps reasonably necessary to minimize damage resulting therefrom. Tenant shall keep in good repair the interior of the building, including all interior walls, ceilings, floors and floor coverings, all glass windows, interior electrical, interior plumbing, lights fixtures of every type, and all other interior items. Routine maintenance and such expenses that do not exceed Two Hundred Fifty and No/100 [\$250.00] Dollars per month during the term of the Lease, shall be Tenant's responsibility. Lawn mowing, custodial services, and landscaping shall be Owner's responsibility. Tenant shall keep the Leased Premises clean, clear of debris and litter and generally in a presentable condition.

Owner shall further repair and maintain in good condition and repair the air conditioning and heating unit systems, the parking area, driveways, sidewalks, and parking lot lighting on the Leased Premises, and shall keep the property exterminated.

6] **IMPROVEMENTS BY TENANT:** It is agreed that Tenant shall have the right to make any improvements, alterations and additions within the Leased Premises that Tenant desires or that may be necessary for compliance with local, State and federal building

requirements, and upon termination of this lease, such improvements shall remain with the Leased Premises.

7] **UTILITIES:** Tenant shall pay all utility charges and deposits made or incurred in connection with the Tenant's use of such utilities at the Leased Premises, including but not limited to water, garbage pick-up and collection, sewer, gas, electricity and telephone.

8] **SIGNS AND DISPLAYS:** It is agreed that Tenant may erect and install a sign on the outside of the building covered by this Lease at a location and of similar design and appearance as those in use at other stores of Tenant, but such signs shall be maintained and kept by Tenant at its sole cost and expense, and it is agreed that such signs will be maintained in good repair and condition. It is agreed that Tenant will not install, keep or display any sign on or in connection with the Leased Premises which would cause any damage to the roof, wall or roof supports or which would mar, deface or detract from the appearance of the Leased Premises, but it is expressly agreed that Tenant may erect and use whatever signs and advertising media it may desire inside the Leased Premises. Tenant may retain possession of any signs and displays after termination of the Lease.

9] **LAW AND GOVERNMENTAL REGULATIONS:** Tenant agrees to promptly comply with all laws, rules and orders of Federal, State and Municipal governments and all of their departments applicable

to the premises herein leased. Except for Tenant's responsibility to make improvements to the leased premises so that it will comply with the Americans With Disabilities Act, Tenant shall not be required to modify, alter, or make any improvements to the Leased Premises which may be imposed by the above described laws, rules or orders. Tenant will conduct its business in such a manner as not to create any nuisance.

10] **TERMINATION:** It is further agreed that Owner or Tenant may terminate this Lease by giving one hundred eighty [180] days written notice to the other.

11] **EMINENT DOMAIN:** If any portion of the Leased Premises should be taken by reason of condemnation proceedings or other exercise of the power of eminent domain as to make the continued operation of Tenant's business in the Leased Premises impractical or undesirable, then Tenant may, at its option, terminate this Lease upon written notice to Owner.

12] **ASSIGNMENT AND SUBLETTING:** The Tenant shall have the right to assign or sublease the Leased Premises or any part thereof to any responsible party engaged in the same or other lawful business, but in any event, the Tenant herein shall at all times be responsible for the performance of this contract. Tenant shall have the authority to extend or terminate existing agreements with other parties for the utilization of the Leased Premises in accordance with the terms of the existing agreement.

13] **INSPECTION:** Owner may enter upon and inspect the Leased Premises during normal business hours of Tenant, and Owner agrees to exercise its right in such a way as not to unreasonably interfere with the business of Tenant.

14] **DAMAGE TO LEASED PREMISES:** In the event the premises hereby leased, or any part thereof, shall be partially damaged by fire, the elements or other casualty, Tenant shall give immediate notice thereof to Owner, and the damage shall be required at the expense of Owner as speedily as possible. In the event said building is destroyed or is substantially destroyed [by the term "substantially destroyed" is meant that the cost of repair exceeds seventy [70%] per cent of replacement cost], then either party hereto may terminate this Lease Agreement by giving written notice to the other within sixty [60] days after the date on which the Leased Premises are so destroyed or substantially destroyed. In the event that this Lease Agreement is not so terminated, then Owner agrees that it will begin the repair or restoration of the Leased Premises within ninety [90] days after the date on which the Leased Premises are so destroyed or substantially destroyed and will pursue the rebuilding and repair with due diligence until the Leased Premises are repaired and restored to the condition and state of repair in which they were before the damage. After such restoration, Tenant shall resume possession of the Leased Premises covered by this Lease under the terms hereof, and the term of this

Lease will be extended under the terms and conditions hereof for a period equivalent to that period during which they were untenable.

15] **DEFAULT:** The Tenant shall be deemed in default hereof in the event Tenant shall [a] default in failure to perform any of the covenants, conditions and agreements performable by Tenant hereunder for a period of thirty [30] days following receipt of written notification of Tenant's failure to comply herewith; or [b] file a voluntary petition in bankruptcy, be adjudged bankrupt, be placed in or subjected to a receivership, or make an assignment for the benefit of creditors. Upon such default Owner may immediately re-enter the Leased Premises, by summary proceedings or by force or otherwise, without being liable for prosecution therefor, take possession of said premises and remove all persons therefrom, and may elect to either cancel this Lease or re-let the Leased Premises as agent for Tenant or otherwise. Upon re-entry of said Leased Premises, Owner may remove all or any part of the personal property of Tenant thereon remaining and store it at some suitable place at Tenant's expense. The performance of each and every agreement herein contained for performance on the part of Owner shall be a condition precedent to the right of Owner to enforce this Lease or any of its provisions against Tenant. Tenant is also hereby granted the right and privilege of cancelling and terminating this Lease in the event Owner should fail to perform any of the

covenants or agreements herein set forth a period of thirty [30] days after having been notified of the failure to so comply herewith, or Tenant may, at its option, where feasible, rectify such default and the expense incurred in connection therewith will be borne by Owner. But notwithstanding anything contained herein to the contrary, Owner or Tenant, as the case may be, shall not be limited to the aforementioned thirty [30] day period in the making of structural repairs or in correcting other defaults which in the normal course of business require a time in excess thereof, and each shall have a reasonable time to complete the same after notice of the need therefor as is herein provided. A waiver by Owner or Tenant of any breach or breaches of any of the provisions of this Lease shall not be deemed a waiver of any subsequent breach; any breach shall be deemed a continuing breach so long as the default continues.

16] **AD VALOREM TAXES:**

[a] Owner shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Leased Premises, or any part thereof, provided, however, that if the authorities having jurisdiction assess real estate taxes, assessments, or other charges on the demised premises which Owner deems excessive, Owner may defer compliance therewith to the extent

permitted by the laws of the State of Texas so long as the validity or amount thereof is contested by Owner in good faith and so long as Tenant's occupancy of the Leased Premises is not disturbed or threatened.

[b] Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon the fixtures, equipment, and personal property in said Leased Premises, and Tenant shall pay all license fees which may be lawfully imposed upon the business of Tenant conducted upon the Leased Premises.

17] **USE OF PREMISES:** It is agreed that Tenant may utilize the Leased Premises for the purpose of operating a healthcare clinic. In addition, Tenant shall have unlimited use of all furnishings and equipment currently assigned to the M.G. Reily Humanitarian Center by Polk County or its agents.

18] **NOTICES:** Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally to the parties hereto or when deposited in the United States Mail, properly stamped, and sent by registered or certified mail, return receipt requested, to the parties hereto at the following address. Notices intended for Tenant shall be addressed to 1111 West Frank Street, Suite 100, Lufkin, Texas 75904, and notices intended for Owner shall be addressed to County Judge, Polk County Courthouse, Livingston, Texas 77351.

19] **FIRE INSURANCE:** Owner shall keep the building and the Leased Premises insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty [80%] percent of the full insurable value thereof above foundation walls. Tenant agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire, with the usual extended coverage endorsements. Each party hereto hereby waives any and every claim which arises or may arise in its or their favor and against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of its or their property located within or upon, or constituting a part of, the premises leased to Tenant hereunder, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as said mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation [or otherwise] to an insurance company [or to any other person], each party hereto hereby agrees immediately to give to each insurance company which has issued to it or them policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and

to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of such waiver. Upon Tenant's request, Owner will deliver to Tenant all such insurance policies or certificates evidencing that said premises have been insured and that said policies are being maintained in full force and effect.

20] **LIABILITY INSURANCE:** At all times during the term of this Lease, at its sole expense, and as a part of the consideration for this Lease, Tenant agrees to maintain or cause to be maintained for the benefit of Tenant and Owner as named insured, a general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to limits of not less than \$100,000.00 to any one person, \$300,000.00 to any one accident, and \$25,000.00 in property damage. Each policy of insurance, or certificate thereof, shall be properly deposited with Owner upon the request of Owner, and each policy of insurance shall be accompanied by evidence of the payment of premiums therefor in form reasonably satisfactory to Owner.

21] **OPTION TO RENEW AND EXTEND:** If this Lease is not terminated prior to the expiration of the term, Tenant shall have and is hereby granted and conveyed five [5] one year options to extend the term of this Lease for a period of twelve [12] months. The option granted herein may be exercised by Tenant delivering

written notice of its election to exercise such option to the Owner in the manner provided in this Agreement for the delivering of notices, not later than sixty [60] days preceding the termination of the term of this Lease, or the then existing term hereof. If the option is exercised this Lease shall continue in full force and effect for the option period under the existing terms and conditions of the Lease period.

22] **AMENDMENTS:** This Lease contains all of the agreements and conditions to which the parties hereto have agreed and this Lease shall not be orally modified, altered, amended or rescinded inasmuch as it is specifically agreed that this instrument can be changed, modified, altered, or amended only by an agreement in writing, signed by proper representatives of each of the parties hereto or their respective successors in interest.

23] **OWNER DEFINED, USE OF PRONOUN:** The word "Owner" shall mean every party mentioned as Owner, whether one or more. The word "Tenant" shall mean every party mentioned as Tenant as well as licensees, concessionaires, assigns or sub-tenants of Tenant. If there be more than one owner or tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all. The use of the neuter singular pronoun or the masculine singular pronoun referring to Owner or Tenant shall be deemed a proper reference even though Owner or Tenant may be an individual,

a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one owner or tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

24] **QUIET POSSESSION:** Owner covenants that Tenant, upon performing the covenants and agreements herein contained, shall and may peaceably and quietly have, hold and enjoy the exclusive right to the Leased Premises. It is agreed and understood that any holding over by Tenant of the Leased Premises at the expiration of this Lease shall be construed as a tenancy from month-to-month.

25] **REPRESENTATION OF TITLE:** Owner represents that it is the Owner in fee simple of the premises hereinabove described, and that as such, Owner has full right and authority to make and enter into this Lease Agreement.

26] **NOTICE:** Any notice or correspondence required or permitted herein shall be in writing and shall be deemed to have been made when personally delivered, or if mailed, to the parties at the following address:

To Owner: Polk County
c/o Polk County Judge
Polk County Courthouse
101 West Church Street, Suite 300
Livingston, Texas 77351

To Tenant: Corrigan Medical Center, P.A.
Attn: David W. Glenn, M. D.
1111 West Frank Street, Suite 100
Lufkin, Texas 75904

27] **PARAGRAPH HEADINGS:** The paragraph headings contained in this Lease are provided for convenient reference only and shall not be considered for any purpose in analyzing or construing the intention of the parties with respect to this contract.

28] **SUCCESSORS AND ASSIGNS:** This agreement shall inure to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

29] **FORCE MAJEURE:** In the event that Tenant shall be prevented from completing performance of its obligations hereunder by an act of God, a change in any Federal, State or local law, or any other occurrence whatsoever which is beyond the control of the parties hereto, then Tenant shall be excused from any further performance of its obligations and undertakings hereunder.

30] **ENTIRE AGREEMENT:** This instrument constitutes the entire agreement between the parties, and this Lease shall not be orally modified, altered, amended or rescinded inasmuch as it is specifically agreed that this instrument can be changed, modified, altered, or amended only by an agreement in writing, signed by the proper representatives of each of the parties hereto or their respective successors in interest.

EXECUTED in duplicate originals this the _____ day of _____, 2005.

POLK COUNTY, TEXAS

COPY

JOHN THOMPSON, County Judge

CORRIGAN MEDICAL CENTER, P.A.

BY: DAVID W. GLENN, M. D.

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2005, by **JOHN THOMPSON, County Judge of Polk County, Texas.**

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

THE STATE OF TEXAS #

COUNTY OF _____ #

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 2005, by **DAVID W. GLENN, M.D., _____** of **CORRIGAN MEDICAL CENTER, P.A.**

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

OPERATIONAL ADDENDUM

This Addendum is attached to and forms a part of that certain Lease Agreement dated _____, 2005, between **POLK COUNTY, TEXAS**, hereinafter referred to as "Owner" and **CORRIGAN MEDICAL CENTER**, hereinafter referred to as "Tenant".

Owner and Tenant agree that Tenant shall operate the Corrigan Health Clinic which shall provide essentially the same services as those provided in a physician's office. The clinic shall be staffed by a certified nurse practitioner or a physician assistant. When the clinic is fully operational, the certified nurse practitioner or physician assistant shall be at the clinic at least 40 hours per week. There will be no regular physician's hours, but only as required by Texas law to supervise advanced mid-level practitioners. A physician will be available to consult with and review charts as required by State law. A certified nurse practitioner or physician assistant shall either be in the clinic or be available by telephone for consultation during all hours of clinic operation, except when the physician is not available because of vacation, continuing medical education, sickness, holidays, weekends, resignation, death or acts of God. Specific services provided at the clinic shall include diagnosis, treatment, therapy, consultation and laboratory services.

SIGNED on this _____ day of _____, 2005.

POLK COUNTY, TEXAS

COPY

BY: JOHN THOMPSON, County Judge

CORRIGAN MEDICAL CENTER, P.A.

BY: DAVID W. GLENN, M.D.

EXHIBIT "A"

The square footage referred to as the LEASED PREMISES located in Corrigan, Texas, and situated on two tracts of land containing 4.377 acres, more or less, and being the same property conveyed by W.F. Eden, et al, Trustees of the Corrigan Independent School District, to J. T. Coker, County Judge of Polk County, Texas, and being the same conveyance dated 26th day of September, 1949, and being a part of the J.B. Hendry Survey and being more fully described in Volume 145, Pages 388, et seq., of the Official Public Records of Polk County, Texas.