



# POLK COUNTY COMMISSIONERS COURT

March 28, 2006

Polk County Courthouse, 3rd floor

10:00 A.M. **2006-031**

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.
- OLD BUSINESS**
4. DISCUSSION AND ANY/ALL NECESSARY ACTION REGARDING COUNTY FACILITIES, AS FOLLOW;
  - A. UTILIZATION OF POLK COUNTY OFFICE ANNEX (OLD HOSPITAL BUILDING), 602 E. CHURCH, LIVINGSTON, INCLUDING POSSIBLE RELOCATION OF CERTAIN COUNTY OFFICES.
- NEW BUSINESS**
5. CONSIDER APPROVAL OF MINUTES OF THE REGULAR MEETING OF MARCH 14, 2006.
6. DISCUSSION AND ANY/ALL NECESSARY ACTION RELATING TO THE LEASE OF 512 W. CHURCH, INC.
7. CONSIDER ANY/ALL NECESSARY ACTION REGARDING COUNTY EMPLOYEE SALARY SURVEY.
8. CONSIDER APPROVAL TO ACCEPT OFFERS ON TAX FORCLOSURE PROPERTIES:
 

**(PCT. 3)**

TRACT 50, .250 ACRE, D. WILLIAMS SURVEY, ABSTRACT #754, CAUSE #T01-074, I0754005000;  
TRACT 52, .250 ACRE, D. WILLIAMS SURVEY, ABSTRACT #754, CAUSE #T01-137, I0754005200.
9. CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO THE TRANSFER OF EMERGENCY MEDICAL SERVICES (EMS) CONTRACT FROM "GOLDSTAR EMS" TO "AMERICARE EMS POLK COUNTY".
10. CONSIDER COUNTY CLERK'S REQUEST TO APPROVE THE EARLY VOTING SCHEDULE FOR THE REPUBLICAN AND DEMOCRATIC PRIMARY RUN-OFF ELECTIONS, APRIL 11, 2006.
11. CONSIDER COUNTY CLERK'S REQUEST TO CONSOLIDATE (20 VOTING PRECINCTS) TO FIVE (5) POLLING PLACES FOR THE MAY 13, 2006 LOCAL OPTION ELECTION.
12. RATIFY CONTRACT AWARDED TO DUPLICHAIR CONTRACTORS, INC. ON ENGINEER'S RECOMMENDATION OF BIDS RECEIVED FOR TEXAS COMMUNITY DEVELOPMENT PROGRAM CONTRACT #724881 "FY2004 MOSCOW SEWER PLANT IMPROVEMENTS – WATER LINE".
13. DISCUSSION AND ANY/ALL NECESSARY ACTION REGARDING THE COUNTY'S POLICY FOR BRIDGE REPAIR/REPLACEMENT.
14. DISCUSSION OF AND ANY/ALL NECESSARY ACTION RELATING TO THE USE OF COUNTY ROADS BY HEAVY/OVERWEIGHT VEHICLES.
15. CONSIDER SHERIFF'S RECOMMENDATION OF EQUIPMENT TO BE PURCHASED THROUGH SUB-RECIPIENT AWARD "2005-HOMELAND SECURITY GRANT PROGRAM – 48373".
16. RECEIVE COUNTY AUDITOR'S MONTHLY FINANCIAL REPORT.
17. CONSIDER APPROVAL OF REIMBURSEMENT RESOLUTION FOR CAPITAL PURCHASES, TO DATE.

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

**ADJOURN**

**Posted: March 22, 2006**

By: John P. Thompson, County Judge



I 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, March 22, 2006 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

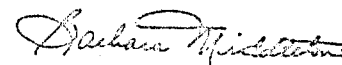
BARBARA MIDDLETON, COUNTY CLERK

BY:

Sarah Chance (Deputy)

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BARBARA MIDDLETON  
POLK COUNTY CLERK



March 28, 2006  
10:00 a.m.

# COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor  
Livingston, Texas

## ADDENDUM to Posting #2006-031

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for March 28, 2006 at 10:00 A.M.

### AMEND TO ADD;

22. CONSIDER APPROVAL OF FINAL PLAT FOR "BEAU RIVAGE SECTION TWO", A SUBDIVISION LOCATED IN PRECINCT 1, POLK COUNTY.
23. CONSIDER JUSTICE OF THE PEACE PRECINCT 1'S REQUEST TO SET FEE RELATING TO MOTOR VEHICLE IGNITION INTERLOCK, AS OUTLINED UNDER ARTICLE 17.441 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.
24. DISCUSSION AND ANY/ALL NECESSARY ACTION RELATING TO THE FACILITY STUDY GROUP. *Bob Zeigler*
25. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) NEW OR USED RUBBER TIRE 950 LOADER WITH THE TRADE OR SALE OF ONE (1) USED 950 LOADER, PRECINCT 3.
26. DISCUSSION OF EMPLOYEE TIME REPORTING FOR PAYROLL AS OUTLINED IN THE COUNTY PERSONNEL MANAGEMENT SYSTEM.
27. CONSIDER APPROVAL OF REVISED INTERLOCAL AGREEMENT WITH THE CITY OF CORRIGAN FOR STRAY ANIMAL CONTROL AND DISPOSAL SERVICES.
28. CONSIDER APPROVAL AUTHORIZING THE COUNTY JUDGE, SHERIFF AND COUNTY AUDITOR TO NEGOTIATE AND SIGN CONTRACTS ON BEHALF OF POLK COUNTY PERTAINING TO IAH DETENTION CENTER SERVICES.

Dated: Friday, March 24, 2006.

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, March 24, 2006 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas ([www.co.polk.tx.us](http://www.co.polk.tx.us)).

BARBARA MIDDLETON, COUNTY CLERK

BY Schulana Walker, Deputy

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BARBARA MIDDLETON  
POLK COUNTY CLERK



**COMMISSIONERS COURT**  
**AGENDA POSTING #2006 - 031**

BE IT REMEMBERED ON THIS THE 28TH DAY OF MARCH, 2006 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, RONNIE VINCENT - 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 BY REV. SAM STEELE OF THE FIRST PRESBYTERIAN CHURCH.
  - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.

2. PUBLIC COMMENTS:

- A. DANNY FREEMAN URGED THE COMMISSIONERS COURT TO HAVE ALL (20) VOTING PRECINCTS AVAILABLE FOR THE LOCAL OPTION ELECTION, BEING HELD ON MAY 15, 2006, INSTEAD OF CONSOLIDATING THE PRECINCTS.

3. INFORMATIONAL REPORTS:

- A. COMMISSIONER OVERSTREET REMINDED EVERYONE OF THE 61<sup>ST</sup> ANNUAL TRINITY-NECHES LIVESTOCK SHOW & RODEO WHICH BEGINS TUESDAY THROUGH FRIDAY. HE ADDED THAT THIS YEARS SHOW IS DEDICATED TO THE MEMORY OF FORMER COMMISSIONER BOBBY SMITH.
- B. JUDGE THOMPSON DISTRIBUTED CERTIFICATES TO SEVERAL DEPARTMENT HEADS AND ELECTED OFFICIALS WHOSE EMPLOYEE'S COMPLETED A COURSE USING THE TEXAS ASSOCIATION OF COUNTIES DRIVING SIMULATOR.
- C. COMMISSIONER VINCENT ANNOUNCED THAT EFFECTIVE APRIL 5<sup>TH</sup>, PRECINCT #2 ROAD & BRIDGE DEPARTMENT WILL BEGIN FOUR (10) HOUR WORK DAYS. HOWEVER THE OFFICE WILL REMAIN OPEN MONDAY THROUGH FRIDAY, 8:00 AM TO 5:00 PM.

**OLD BUSINESS**

4. DISCUSSION REGARDING COUNTY FACILITIES:

MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO "DELETE" THIS ITEM FROM THE AGENDA, AND GET TOGETHER IN THE NEAR FUTURE AND GO TO THE BUILDING TO DETERMINE POSSIBLE OPTIONS TO BE CONSIDERED FOR ACTION.  
ALL VOTING YES.

**NEW BUSINESS**

- 5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE MINUTES OF THE REGULAR MEETING OF MARCH 14, 2006, INCLUDING NOTED CORRECTIONS.  
ALL VOTING YES.

- 6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE A (ONE) YEAR RENEWAL TO THE LEASE AT 512 W. CHURCH INC. BEGINNING 2/15/2006 THROUGH 2/14/2007.  
ALL VOTING YES. (SEE ATTACHED)

8. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES, PRECNCT #3;  
TRACT 50, .250 ACRE, D. WILLIAMS SURVEY, ABSTRACT #754, CAUSE #T01-074, I0754005000,  
FROM ALVIN FREEMAN FOR \$500.00  
TRACT 52, .250 ACRE, D. WILLIAMS SURVEY, ABSTRACT #754, CAUSE #T01-137, I0754005200,  
FROM ALVIN FREEMAN FOR #1,025.00..  
ALLVOTING YES.
9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE TRANSFERRING OF EMERGENCY MEDICAL SERVICES (EMS) CONTRACT FROM "GOLDSTAR EMS" TO "AMERICARE EMS POLK COUNTY."  
ALL VOTING YES.
7. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE EMPLOYEE SALARY SURVEY TO BE CONDUCTED BY RAY & ASSOCIATES, IN THE AMOUNT OF \$35,000.00.  
ALL VOTING YES.
10. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE EARLY VOTING SCHEDULE FOR THE REPUBLICAN & DEMOCRATIC PRIMARY RUN-OFF ELECTIONS, AS SUBMITTED BY THE COUNTY CLERK.  
ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY JUDGE THOMPSON, APPROVAL TO CONSOLIDATE (20) VOTING PRECINCTS TO FIVE (5) POLLING PLACE LOCATIONS FOR THE MAY 5, 2006 LOCAL OPTION ELECTION, AS SUBMITTED BY THE COUNTY CLERK.  
ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO RATIFY THE **CONTRACT AWARDED TO DUPLICHAIR CONTRACTORS, INC.** ON ENGINEER'S RECOMMENDATION OF BIDS RECEIVED FOR THE (TCDP) **TEXAS COMMUNITY DEVELOPMENT PROGRAM CONTRACT #724881** "FY2004 MOSCOW SEWER PLANT IMPROVEMENTS-WATER LINE."  
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL TO ADD THE ENGINEERING FEES INTO THE TOTAL COST QUALIFYING FOR DEBT ISSUANCE UNDER THE BRIDGE REPAIR / REPLACEMENT POLICY.  
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO "**DELETE**" THIS ITEM "DISCUSSION AND ANY/ALL ACTION RELATING TO THE USE OF COUNTY ROADS BY HEAVY/OVERWEIGHT VEHICLES" UNTIL COMMISSIONER OVERSTREET OBTAINS MORE INFORMATION AND FORMULATES A PLAN AND BRINGS A RECOMMENDATION BACK TO THE COURT.  
ALL VOTING YES
15. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE EXPENDITURE FOR SURVEILANCE EQUIPMENT AT THE POLK COUNTY LAW ENFORCEMENT CENTER, TO BE PURCHASED THROUGH THE SUB-RECIPIENT AWARD OF "2005 HOMELAND SECURITY GRANT PROGRAM #48373" AS RECOMMENDED BY SHERIFF HAMMACK.  
ALL VOTING YES.
16. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, TO RECEIVE THE COUNTY AUDIOR'S MONTHLY FINANCIAL REPORT.  
ALL VOTING YES.

17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE REIMBURSEMENT RESOLUTION IN THE AMOUNT OF \$34,606.61 FOR CAPITAL PURCHASES, TO DATE.  
ALL VOTING YES. (SEE ATTACHED)
18. MOTIONED JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE BUDGET REVISIONS #2006-11, AS PRESENTED BY THE COUNTY AUDITOR.  
ALL VOTING YES. (SEE ATTACHED)
19. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE BUDGET AMENDMENTS #2006-11 (A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.  
ALL VOTING YES. (SEE ATTACHED)
20. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL AND PAYMENT OF BILLS BY SCHEDULE INCLUDING ADDEMDUM.  
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
3/7/06	\$39,496.00	197785 - 197786
3/9/06	\$36,959.92	ACH 684
3/9/06	\$8,643.82	ACH 685
3/9/06	\$24,511.86	ACH 686
3/9/06	\$219,696.19	ACH 687
3/9/06	\$483.47	ACH 688
3/9/06	\$3,022.91	ACH 689
3/9/06	\$4,346.37	197787 - 197792
3/13/06	\$28,397.92	197793 - 197796
3/13/06	\$130.00	197797
3/14/06	\$18,524.07	197798 - 197839
3/14/06	\$28,092.39	197840 - 197841
3/14/06	\$8,352.75	197842 - 197873
3/16/06	\$13,050.00	197874 - 197875
3/17/06	\$808.20	197876
3/20/06	\$11,034.14	197877 - 197896
3/20/06	\$158,124.17	197897 - 198043
TOTAL	\$603,674.18	

21. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE THE PERSONNEL ACTION FORMS, REVISED LIST.  
ALL VOTING YES. (SEE ATTACHED)
22. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE FINAL PLAT FOR "BEAU RIVAGE - SECTION TWO" A SUBDIVISION LOCATED IN PRECINCT #1, POLK COUNTY.  
ALL VOTING YES.

24. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL TO TO APPOINT A FACILITIES STUDY GROUP TO MAKE RECOMMENDATIONS TO THE COURT CONCERNING THE BUILDINGS USES (FORMERLY PEDIGO'S) NOW OWNED BY THE COUNTY. JUDGE THOMPSON SELECTED ROBERT "BOB" ZEIGLER TO STAFF THE COMMITTEE AND TO HELP FACILITATE VARIOUS REQUESTS. EACH OF THE FIVE MEMBERS OF THE COURT WILL APPOINT AN INDIVIDUAL AND FIVE ADDITIONAL INDIVIDUALS WILL BE APPOINTED FROM SPECIAL INTEREST GROUPS THAT HAVE EXPRESSED INTEREST IN THE ISSUE, WITH APPOINTMENTS TO BE MADE AT THE COURTS NEXT REGULAR MEETING. ALL VOTING YES.
23. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO SET THE FEE OF \$10.00 RELATING TO MOTOR VEHICLE IGNITION INTERLOCK, AS OUTLINED UNDER ATICLE 17.441 OF THE TEXAS CODE OF CRIMINAL PROCEDURE, AS REQUESTED BY JUSTICE OF THE PEACE PCT #1 DARRELL LONGINO. ALL VOTING YES.
25. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) NEW OR USED RUBBER TIRE 950 LOADER WITH THE TRADE OR SALE OF ONE (1) USED 950 LOADER, FOR PRECINCT #3. ALL VOTING YES.
26. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO NOTIFY ALL EMPLOYEES THAT TIME SHEET REPORTING FOR PAYROLL MUST CONFORM TO THE COUNTY PERSONNEL MANAGEMENT SYSTEM IN ORDER FOR THE EMPLOYEE TO RECEIVE A PAYROLL DISBURSEMENT. ALL VOTING YES.
27. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE THE "REVISED" INTERLOCAL AGREEMENT WITH THE CITY OF CORRIGAN FOR STRAY ANIMAL CONTROL AND DISPOSAL SERVICES. ALL VOTING YES. (SEE ATTACHED)
28. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL TO **AUTHORIZE THE COUNTY JUDGE, THE SHERIFF, AND THE COUNTY AUDITOR TO NEGOTIATE AND SIGN CONTRACTS ON BEHALF OF POLK COUNTY PERTAINING TO IAH FACILITIES DETENTION CENTER SERVICES.** ALL VOTING YES.

**ANNOUNCEMENT:**

KENNETH HAMBRICK, EMERGENCY MANAGEMENT WILL HAVE A 2006 HURRICANE PLANNING WORKSHOP AT 2:00 PM – TODAY AT EM FACILITY TRAINING ROOM, 602 E. CHURCH ST.

**ADJOURN:**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO ADJOURN COURT THIS 28<sup>th</sup> DAY OF MARCH 2006, AT 11:00 AM. ALL VOTING YES.

ATTEST:

  
BARBARA MIDDLETON, COUNTY CLERK

  
JOHN P. THOMPSON, COUNTY JUDGE



Item #6

LEASE AGREEMENT

THE STATE OF TEXAS #

COUNTY OF POLK #

This Lease Agreement made and entered into this the 17<sup>th</sup> day of February, 2006, by and between **512 WEST CHURCH, INC.**, [hereinafter referred to as "Lessor"], and **POLK COUNTY, TEXAS**, a political subdivision of the State of Texas, [hereinafter referred to as "Lessee"], acting herein by and through its undersigned County Judge, duly authorized to execute these presents in behalf of and as a binding obligation of Lessee,

WITNESSETH:

That in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor hereby demises and leases to Lessee and Lessee leases from Lessor in its present condition, 3,150 sq. ft. of the premises situated at 512 West Church Street, in the City of Livingston, Polk County, Texas, depicted as Suites 2, 3, and 4 on "Exhibit A" attached hereto, together with all reasonable access thereto for its business purposes and curbside parking adjacent to said buildings insofar as any of such access/parking areas may be owned by Lessor, hereinafter called "Lease Premises". No store equipment, furniture, fixtures and other personal property are included in the agreement, except insofar as the same may be attached to and used as a part of the building, i.e., heating and air conditioning

equipment, electrical fixtures, carpet on the floor and items of like nature. All other areas of the premises described upon said "Exhibit A" are reserved by Lessor for use by them, their successors, assigns or lessees.

**ARTICLE 1. TERM**

1.01 The Primary Term of this lease shall commence on February 17, 2006, and terminate on February 16, 2007.

Lessee, for a valuable consideration, the receipt of which is hereby acknowledged, is further granted the option of renewing and extending the term hereof year by year for an additional four [4] consecutive one [1] year intervals, upon written notice of the exercise of such option by Lessee to Lessor each year ninety [90] days prior to the termination of that lease year.

In the event no funds, or insufficient funds, are appropriated and budgeted, or are otherwise not available by any means whatsoever in any fiscal period for lease payments due under this lease, then the Lessee will immediately notify the Lessor of such occurrence and this lease shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee of any kind whatsoever, except as to the portions of lease payments herein agreed upon for which funds shall have been appropriated and budgeted, or are otherwise available. In the event of such termination, Lessee agrees to

peaceably surrender possession of the building to Lessor on the date of such termination. Lessor will have all legal and equitable rights and remedies to take possession of the building.

**Lease Year Defined**

1.02 The term "Lease Year" as used herein shall mean the primary term of February 17, 2006, to February 16, 2007, and thereafter a twelve month period commencing February 17 and ending February 16 for any optional extensions hereof.

**ARTICLE 2. RENT**

**Minimum Rent**

2.01 Lessee agrees to pay to Lessor in Polk County, Texas, without prior demand therefor and without any deduction or setoff whatsoever, in lawful money of the United States of America, as a fixed minimum rent during the Primary Term of this lease, the sum of \$0.65 a foot per month or \$7.88 a foot per year. In the event Lessee exercises its option to extend said lease, a 2% increase will be added to the minimum rent.

**ARTICLE 3. BUSINESS**

3.01 Lessee shall occupy and use the leased premises for the use and purposes for which it is let, i.e., the governmental functions of Lessee prescribed by statute and for no other purposes, continuously during the term of this agreement and any extensions thereof. However, subject to the provisions of Article 9 hereof, Lessee may at its option sublease all or any part of the

leased premises to third parties for use as a non-governmental business facility. In connection therewith, Lessee represents that it has determined that said premises are suitable for its purposes and accepts the possession of same in their present condition, without obligation on the part of Lessor to furnish or pay for any improvements or changes to said premises.

**ARTICLE 4. SURRENDER OF PREMISES**

**Maintenance**

4.01 Lessor shall be responsible for maintenance of the foundation of the building and its exterior walls, the roof, heating and air conditioning units, plumbing to the building, and the normal wear and tear for the carpeting and tile floor covering, to the extent of their present condition; and Lessee shall be responsible for the maintenance of the remainder of the leased premises, to the extent of their present condition.

**Surrender**

4.02 By entering unto the demised premises Lessee shall be deemed to have accepted them as being in good and sanitary condition and repair and agrees to throughout the lease term maintain the portion of the building and other improvements constituting the leased premises free from waste or nuisance and to deliver up said premises to Lessor in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or

other casualty excepted. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

**Statutory Compliance**

4.03 Lessee agrees that alterations, additions and improvements made by it to the leased premises shall comply with all applicable governmental codes, regulations and ordinances. Should any governmental agency, individual or legal entity demand or require the remodeling of the premises to comply with requirements of the American With Disabilities Act [ADA], or other governmental requirements, either party hereto at its option may declare this lease void, and Lessee shall promptly surrender possession thereof the Lessor, as of their former estate.

**ARTICLE 5. OBLIGATIONS OF LESSOR AND LESSEE**

**Taxes and Assessments**

5.01 Lessor shall pay the ad valorem taxes assessed on the property.

**Alterations, Additions and Improvements**

5.02 Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions or improvements to the leased premises, except as herein provided, without the

prior consent of Lessor. Consent for nonstructural alterations, additions or improvements shall not be reasonably withheld by Lessor. Subject thereto, Lessee shall have the right at all times to erect or install shelves or other trade fixtures, provided that Lessee comply with all applicable governmental laws, ordinances and regulations. Lessee shall have the right to remove at the expiration of this lease such items so installed, provided Lessee is not in default hereunder. However, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal.

5.03 Except as herein expressly provided, all alterations, additions or improvements made by Lessee and any personal property left by Lessee in or on the premises at the termination of the lease shall become the property of Lessor and subject to disposition as Lessor sees fit.

**Signs**

5.04 Lessee shall have the right to paint signs on the windows of the leased premises, subject to any applicable laws. Lessee shall remove such signs at the termination of this lease, and shall repair and damage caused by such removal to the present condition of said premises.

**Utility Charges**

5.05 Lessee shall pay all utility deposits and charges for water, electricity, heat, gas and power used in and about the

premises to the utility company or municipality furnishing the same, before the same shall become delinquent.

**Insurance**

5.06 Lessor agrees to maintain fire and extended coverage insurance upon the leased buildings during the term hereof for their full replacement value with Lessor as insured party and beneficiary in such policy, and to furnish evidence thereof to Lessee.

**Fire and Casualty Damage**

5.07 If the leased building should be damaged or destroyed by fire, tornado or other casualty, Lessee shall give immediate notice thereof to Lessor, their successors or assigns.

**Total Destruction**

[a] If the leased building on the leased premises should be totally destroyed by fire, tornado or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty [30] days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall terminate and rent shall be abated from the unexpired portion of this lease, effective as of the date of said written notification.

**Partial Damage**

[b] If the leased building should be damaged by fire, tornado or other casualty, but only to such an extent that

rebuilding or repairs can reasonably be completed within thirty [30] working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall not automatically terminate but Lessor may at Lessor's option terminate or elect to rebuild or repair such building to substantially the condition in which it existed prior to such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which it or they are untenable shall be adjusted equitably. In the event the Lessor should fail to complete such rebuilding or repairs within thirty [30] working days from the date of written notification, or shall give notice to Lessee of their intention not to repair said building, Lessee may at its option, terminate this lease by written notification at such time to Lessor, whereupon all rights and obligations of either party hereunder shall cease.

**Condemnation**

5.08 If during the term of this lease or any extension or renewal thereof, all or any part of the leased premises or the property in or on which it is situated should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion



of this lease, effective as of the date of the taking of said premises by the condemning authority, and Lessor shall receive all proceeds from such taking of said land and/or building and damages awarded by reason thereof. Lessee covenants and agrees not to exercise any right of eminent domain which it may have with regard to any of the leased premises.

**ARTICLE 6. INDEMNITY**

6.01 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or that of any sub-tenant on such premises by, through and under Lessee, or from any breach on the part of Lessee of any conditions of this lease, or from any act of alleged negligence of Lessee, its officers, agents, contractors or employees in or about the leased premises.

**ARTICLE 7. DEFAULT**

**Default by Lessee**

7.01 If Lessee shall allow the rent to be in arrears more than ten [10] days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty [30] days after written notice from Lessor, or should any person or legal entity other than Lessee secure possession of the premises, or any part thereof, by reason of any

receivership, bankruptcy proceedings or other operation of law in any manner whatsoever, Lessor may at their option, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

7.02 All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as an occasion therefor arises.

**Default by Lessor**

7.03 If Lessor defaults in the performance of any term, covenant or condition required to be performed by her under this agreement, Lessee may elect either one of the following:

[a] After not less than thirty [30] days written notice to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel; all sums expended or obligations incurred by lessee in

connection therewith shall be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, deduct the costs and expenses right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

[b] Elect to terminate this agreement on giving at least thirty [30] days notice to Lessor of such termination, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty [30] day period.

**ARTICLE 8. INSPECTION BY LESSOR**

8.01 Lessee shall permit Lessor and persons authorized by them or the then owner of such property to enter into and upon the inspecting the same or for the purpose of maintaining or making any repairs or alterations to the building.

**ARTICLE 9. ASSIGNMENT AND SUBLEASE**

9.01 Lessee shall not have the right without the consent of Lessor to assign this lease, or any interest therein, or to sublet the leased premises, or any part thereof, or any right or privilege pertinent thereto.

**ARTICLE 10. MISCELLANEOUS**

**Notices and Addresses**

10.01 All notices provided to be given under this agreement shall be given by U. S. Certified Mail, Return Receipt Requested, addressed to the proper party, at the following address:

Lessor: 512 West Church, Inc.  
Post Office Box 1634  
Livingston, Texas 77351

Lessee: Polk County, Texas  
Attn: County Judge John Thompson,  
or his successor in office  
Polk County Courthouse  
Livingston, Texas 77351

**Parties Bound**

10.02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement.

**Texas Law to Apply**

10.03 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.

**Legal Construction**

10.04 In case any one or more of the provisions contained in this agreement shall for any reason be 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.

**Prior Agreements Superseded**

10.05 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or

written or oral agreements between the parties respecting the within subject matter.

**Amendment**

10.06 No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**Rights and Remedies Cumulative**

10.07 The rights and remedies provided by this lease agreement are cumulative and the use of any one with or remedy by either party shall not preclude or waive its or her right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

**Waiver of Default**

10.08 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this lease shall be deemed to be waiver of any other breach of the same or any other term, condition or covenant contained herein.

**Attorney's Fees**

10.09 In the event Lessor or Lessee breach any to the terms of this agreement hereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the

defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

**Force Majeure**

10.10 Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, condemnation under power of eminent domain and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

**Time of Essence**

10.11 Time is of the essence of this agreement.

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this agreement effective as of the date and year first above written.

**512 WEST CHURCH, INC.**

---

**BY: PAT McCULLEY, President  
LESSOR**

**POLK COUNTY, TEXAS**

---

**BY: JOHN P. THOMPSON, COUNTY JUDGE  
LESSEE**

**THE STATE OF TEXAS #**

**COUNTY OF POLK #**

**THIS INSTRUMENT** was acknowledged before me on the \_\_\_\_\_ day of February, 2006, by **PAT McCULLEY, President of 512 West Church, Inc.**, in the capacity therein stated.

\_\_\_\_\_  
**NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS**

**THE STATE OF TEXAS #**

**COUNTY OF POLK #**

**THIS INSTRUMENT** was acknowledged before me on the \_\_\_\_\_ day of February, 2006, by **JOHN P. THOMPSON, County Judge of Polk County, Texas**, in the capacity therein stated.

\_\_\_\_\_  
**NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS**







# Barbara Middleton County Clerk

P.O. Drawer 2119  
Livingston, Texas 77351

**POLK COUNTY, TEXAS**

Schelana Walker, Chief Deputy  
Main Office (936)327-6804  
Court Dept. (936)327-6805  
Fax (936)327-6874

#10

## **EARLY VOTING SCHEDULE FOR REPUBLICAN AND DEMOCRATIC PRIMARY RUN-OFF ELECTIONS**

### **APRIL 11, 2006**

**EARLY VOTING BY PERSONAL APPEARANCE MUST BE CONDUCTED\*\***  
Texas Election Code § Sec 85.001 & 85.006

**APRIL 3, 2006 through APRIL 7, 2006**

**LOCATION: LIVINGSTON - MAIN COURTHOUSE\*\***

MONDAY THROUGH FRIDAY - 8:00 AM - 5:00 PM (Open during Lunch)

**LOCATION: ONALASKA SUB - COURTHOUSE\*\***

MONDAY THROUGH FRIDAY - 8:00 AM - 5:00 PM (Closed during Lunch)

**LOCATION: CORRIGAN SUB - COURTHOUSE\*\***

MONDAY THROUGH FRIDAY - 8:00 AM - 5:00 PM (Closed during Lunch)

**\*\*Early Voting Distance Markers will be placed at 100 Ft.  
from any outside door or entrance to Polling Place.**

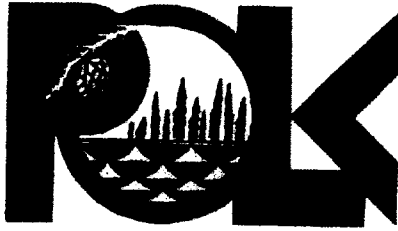
Respectfully submitted:

*Barbara Middleton*  
Barbara Middleton  
County Clerk



#11

COPY



POLK COUNTY, TEXAS

Barbara Middleton  
County Clerk

P.O. Drawer 2119  
Livingston, Texas 77351

Schelana Walker, Chief Deputy  
Main Office (936)327-6804  
Court Dept. (936)327-6805  
Fax (936)327-6874

March 28, 2006

**PROPOSED**  
**CONSOLIDATION OF PRECINCTS**

**LOCAL OPTION ELECTION**

**MAY 13, 2006**

**LIVINGSTON CITY HALL**

Precincts 3, 4, 7, 16 & 18

**ONALASKA SUB-COURTHOUSE**

Precincts 5, 6, & 17

**ESCAPEE'S CARE CENTER**

Precincts 1, 2, 15, 19 & 20

**CORRIGAN SUB-COURTHOUSE**

Precincts 8, 9, 10, & 11

**INDIAN SPRINGS P.O.A.**

Boxes 12, 13, 14,

Respectfully submitted,  
Barbara Middleton

**"PROPOSITIONS" ON THE BALLOT**

for

**LOCAL OPTION ELECTION - MAY 13, 2006**

- For or Against  
**"The legal sale of beer and wine for off-premise consumption only"**
- For or Against  
**"The legal sale of mixed beverages in restaurants by food and beverage Certificate holders only"**

Item #12

FY 2004 Sewer Plant Improvements -- Water Line - TCDP Contract No. 724881  
Polk County  
Klotz Associates Project No. 0833.004

Section 00520  
AGREEMENT  
Page 1

THIS AGREEMENT is dated as of the 12<sup>th</sup> day of September in the year 2005 by and between **Polk County, Texas** (hereinafter called OWNER) and Duplichain Contractors, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.1. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Placement of approximately 7,800 LF of 6" Water Line and approximately 10,000 LF of 4" Water Line on rural roadways.

1.2. The Project for which the Work under the Contract Documents may be the whole or only a part of is generally described as follows:

**FY 2004 Sewer Plant Improvements -- Water Line - TCDP #724881**  
for  
**Polk County, Texas**

**ARTICLE 2 - ENGINEER**

2.1. The Project has been designed by Klotz Associates, Inc. who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3 - CONTRACT TIMES**

3.1. The Work will be substantially completed within 70 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 100 calendar days after the date when the Contract Times commence to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that liquidated damages for delay (but not as a penalty) are not applicable to Work under this Contract. CONTRACTOR shall, however, pay OWNER for additional engineering costs for each calendar day that expires after the time specified in Paragraph 3.1. above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions for Substantial Completion until the Work is Substantially Completed, and additional engineering costs as set forth in Paragraph 14.09 of the Supplementary Conditions for each calendar day that expires after the time specified in Paragraph 3.1. for completion and readiness for final payment.

3.3. Permitting CONTRACTOR or Surety to continue and finish the Work or any part of the Work after the times specified for completion, or after the date to which the times for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the Contract.

**ARTICLE 4 - CONTRACT PRICE**

OWNER shall pay CONTRACTOR for the completion of the Work in accordance with the Contract Documents in current funds as shown in the Unit Price Schedule as completed in the Bid Form, hereto attached as Exhibit "A" as accepted by OWNER.

**ARTICLE 5 - PAYMENT PROCEDURES**

5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments:

5.2. OWNER will make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER each month during construction as provided below. All progress payments will be on the basis of the progress of Work measured by the schedule of values established in Paragraph 14.01 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Retainage:

5.2.1. After each Application for Payment has been found acceptable by OWNER, OWNER will pay 90% of the estimated value less any previous payments to CONTRACTOR until Substantial Completion.

Final Payment:

5.3. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

**ARTICLE 6 - INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in Paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in Paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **ARTICLE 8 - CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement.

8.2. Exhibits to this Agreement.

8.3. Bid Form.

8.4. Performance, Payment and other Bonds.

8.5 Statement of Bidder's Qualifications and EEOC Forms including: Statement of Bidders Qualifications, Non-collusion Affidavit of Prime Bidder, Certification of Bidder Regarding Employment Opportunity, Certification of Bidder Regarding Section 3 and Segregated Facilities

8.6 Fair Trade Practice Breakdown and Certification Regarding Lobbying, including Restrictions of Public Buildings and Public Work Projects, Certificate Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements, and Disclosure of Lobbying Activities

8.7 Federal Labor Standard Provisions

8.8 Title 29, Part 3 Labor

8.9 Minority/Female Goals and Time Table

8.10 Contractor's Local Opportunity Plan and Preliminary Workforce Needs

- 8.11 Certificate of Insurance
- 8.12 Attorney’s Review of Certification
- 8.13 Notice to Proceed, not attached hereto.
- 8.14 General Conditions (Pages 1 to 41, inclusive)
- 8.15 Supplementary Conditions (Pages SC-1 to SC-12, inclusive.)
- 8.16 Special Conditions (Pages 1 to 4, inclusive)
- 8.17. Specifications bearing the title “FY 2004 Sewer Plant Improvements – Water Line - TCDP Contract No. 724881” and consisting of divisions and pages listed in the General Table of Contents.
- 8.18. Drawings, consisting of a cover sheet and sheets numbered 2 through 11 inclusive with each sheet bearing the following general title: **FY 2004 Sewer Plant Improvements – Water Line - Polk County TCDP Contract No. 724881.**
- 8.19. Wage Rates.
- 8.20. Addenda numbers   1   to   1  , inclusive.
- 8.21. Appendix Forms and Drawings.
- 8.22. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to Paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in Paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above.)

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 9 - MISCELLANEOUS**

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.



FY 2004 Sewer Plant Improvements - Water Line - TCDP Contract No. 724881  
Polk County  
Klotz Associates Project No. 0833.004

Section 00520  
AGREEMENT  
Page 5

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on September 12, 2005 (which is the effective Date of the Agreement).

Attest:

*Kurt Druss*  
(Signature)

*Duplichan Contractors, LLC*  
(CONTRACTOR)

*Joan Duplichan*  
(Signature)

Address for giving notices:

P.O. Box 637  
Alto, TX 75925

Partner  
(Typed Name and Title)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Attest:

*Duhamel Meddick* *John P. Thompson*  
(Signature) (Signature)

Polk County

(OWNER)

John Thompson, County Judge

(Typed Name and Title)

Address for giving notices:

101 Church Street  
Livingston, Texas 77351



*contract ratified by Commissioners Court  
3/28/06*



**NOTICE OF AWARD**

**TO:** Duplichain Contractors, Inc.  
P. O. Box 637  
Alto, Texas 75925

**PROJECT DESCRIPTION:** FY 2004 Sewer Plant Improvements, Water Line, TCDP Contract No. 724881

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated August 22nd, 2005 and Information for Bidders.

You are hereby notified that your BID has been accepted for **Base Bid A** in the amount of One Hundred Three Thousand Five Hundred Five Dollars and Fifty Cents, (\$103,505.50)

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

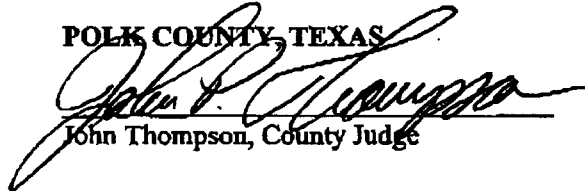
If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date you receive this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER AND ENGINEER.

Dated this 12<sup>th</sup> day of September, 2005.

**OWNER:**

**POLK COUNTY, TEXAS**

  
John Thompson, County Judge

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

**CONTRACTOR:**

  
Signature

Jason Duplichain, Partner  
Printed Name & Title

Dated this 16<sup>th</sup> day of September, 2005.

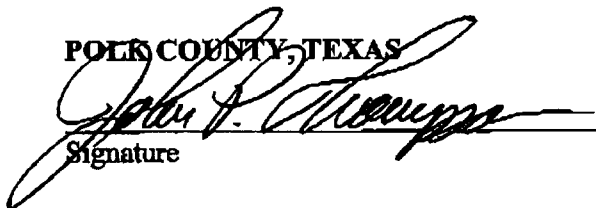


**NOTICE TO PROCEED**

TO: Duplichain Contractors, LLP      DATE: September 14, 2005  
P. O. Box 637      PROJECT: FY 2004 Sewer Plant Improvements  
Alto, Texas 75925      Water Line TCDP Contract No. 724-881  
Polk County, Texas

You are hereby notified to commence WORK in accordance with the Agreement dated  
September 12, 2005 on or before September 26, 2005 and  
you are to complete the work within 100 consecutive calendar days thereafter.

POLK COUNTY, TEXAS



Signature

By: John Thompson

Title: County Judge

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Jason Duplichain, this the 16<sup>th</sup> day of September 2005



Signature

By: Jason Duplichain

Title: Partner



Client#: 241

DUPLICHAICONTR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/2005

**PRODUCER**  
Joe Max Green/Ins Concepts-CL  
P O Box 631202  
Nacogdoches, TX 75963  
936 564-0221

**INSURED**  
Duplichain Contractors, LLP  
ATTN: Greg Duplichain  
P.O. Box 637  
Alto, TX 75925

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	The Ohio Casualty Insurance Co.	
INSURER B:	Texas Mutual Insurance Co	
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC.	BKO53345059	04/22/05	04/22/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO  <b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BAW53345059	04/22/05	04/22/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF000115618	04/22/05	04/22/06	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

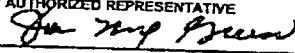
\*\* General Liability Information \*\*  
 Job#: 1  
 Job Ref: SY2004 Sewer Plant Improvements, Polk County-Moscow WSC

**CERTIFICATE HOLDER**

Polk County Water Supply  
 101 Church St.  
 Livingston, TX 77351

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


I.C.W. GROUP  
 INSURANCE COMPANY OF THE WEST  
 EXPLORER INSURANCE COMPANY  
 INDEPENDENCE CASUALTY AND SURETY COMPANY  
11455 EL CAMINO REAL, SAN DIEGO, CA 92130-2045  
P.O. BOX 85563, SAN DIEGO, CA 92186-5563  
(858) 350-2400 FAX (858) 350-2707  
www.icwgroup.com

**BID OR PROPOSAL BOND**

**KNOW ALL MEN BY THESE PRESENTS:**


That we, Duplichain Contractors, LLP, (hereinafter called the Principal), and Independence Casualty and Surety Company, a corporation organized and doing business under and by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Texas, as Surety, are held and firmly bound unto Polk County (hereinafter called the obligee) in the just and full sum of Five Percent of Amount Bid Dollars ( \$ 5% of amount bid) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal dated 8/22/2005 for FY2004 Moscow Sewer Plant Improvements in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

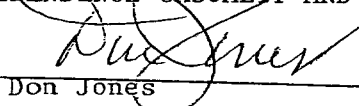
NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 22nd day of August, 2005.

Duplichain Contractors, LLP

BY:  \_\_\_\_\_

INDEPENDENCE CASUALTY AND SURETY COMPANY

BY:  \_\_\_\_\_  
Don Jones

Attorney-In-Fact



No. 0002486

ICW GROUP  
Power of Attorney  
Insurance Company of the West  
The Explorer Insurance Company Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

DON JONES, CAROL STOVALL

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



INSURANCE COMPANY OF THE WEST  
THE EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY  
COMPANY

John H. Craig, Assistant Secretary

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On December 5, 2003, before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Mary Cobb, Notary Public

RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 22ND day of August, 2005.

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**IMPORTANT NOTICE**

To obtain information or make a complaint:  
you may contact the Texas Department of Insurance  
to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

---

P.O. Box 149104  
Austin, Texas 79714-9104  
FAX No. (512) 475-1771

**Premium or Claim Disputes:**  
Should you have a dispute concerning your premium or a claim you  
should contact the Surety first. If the dispute is not resolved, you may  
contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:**  
This notice is for information only and does not become a  
part or condition of the attached document.

I.C.W. Group  
11455 El Camino Real  
San Diego, CA 92130-2045  
P.O. Box 85563  
San Diego, CA 92186-5563  
1-800-877-1111

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San Diego, CA 92130-2045  
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San Diego, CA 92186-5563  
1-800-877-1111

ICW GROUP

FY 2004 Sewer Plant Improvements – Water Line -TCDP Contract No. 724881  
Polk County  
Klotz Associates Project No. 0833.004

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**PROJECT IDENTIFICATION:**

**Polk County, Texas  
FY 2004 Sewer Plant Improvements – Water Line -TCDP #724881**

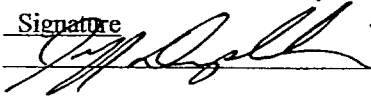
**PROJECT NUMBER: 0833.004**

**THIS BID IS SUBMITTED TO:**

**Polk County, Texas  
John Thompson, County Judge  
101 Church Street  
Livingston, Texas 77351**

(hereinafter called OWNER)

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Official Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for the period of time specified in the Official Notice to Bidders after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, evidence of insurance coverage, and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - a. Bidder has examined and carefully studied all the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

<u>Addendum</u> <u>Date</u>	<u>Addendum</u> <u>Number</u>	<u>Signature</u>
<u>8/17/05</u>	<u>1</u>	<u></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the Work;
- c. Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and finishing of the Work.

FY 2004 Sewer Plant Improvements – Water Line -TCDP Contract No. 724881  
Polk County  
Klotz Associates Project No. 0833.004

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- d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- e. Bidder is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. Bidder has correlated the information known to Bidder from information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- g. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.
- h. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. Bidder will complete the Work in accordance with the Contract Documents for the following prices:

**UNIT PRICE SCHEDULE**

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed and determinations of actual quantities and classification are to be made by ENGINEER, as provided in Paragraph 9.08 of the General Conditions. Bidder has computed unit prices as provided in Paragraph 11.03 of the General Conditions.

NOTE: Base Bid B is an Alternate Bid and will be executed only if the remaining grant funds will allow for construction.

**BASE BID A**

Item No.	Quantity	Unit	Item Description and Total Written Unit Price	Unit Price	Amount
1	1	LS	General Requirements _____ for <u>Five thousand</u> dollars and <u>No</u> cents per lump sum.	\$ <u>5000.00</u>	\$ <u>5000.00</u>
2	7830	LF	6" SDR-26 Water Line with Fittings for <u>Seven</u> dollars and <u>eighty-five</u> cents per linear foot.	\$ <u>7.85</u>	\$ <u>61,465.50</u>
3	2000	LF	4" SDR-26 Water Line with Fittings for <u>Four</u> dollars and <u>twenty</u> cents per linear foot.	\$ <u>4.20</u>	\$ <u>8,400.00</u>
4	40	LF	Bore 10" Steel Casing _____ for <u>Eighty</u> dollars and <u>No</u> cents per linear foot.	\$ <u>80.00</u>	\$ <u>3,200.00</u>
5	3	EA	6" Gate Valve _____ for <u>Nine hundred</u> dollars and <u>No</u> cents per each.	\$ <u>900.00</u>	\$ <u>2,700.00</u>
6	2	EA	4" Gate Valve _____ for <u>Eight hundred</u> dollars and <u>No</u> cents per each.	\$ <u>800.00</u>	\$ <u>1,600.00</u>

FY 2004 Sewer Plant Improvements – Water Line -TCDP Contract No. 724881  
 Polk County  
 Klotz Associates Project No. 0833.004

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Item No.	Quantity	Unit	Item Description and Total Written Unit Price	Unit Price	Amount
7	1	EA	6" x 4" Wye _____ for <i>Three hundred Fifty</i> dollars and <i>No</i> _____ cents per each.	\$ <u>350.00</u>	\$ <u>350.00</u>
8	1	EA	6" x 2" Tapping Sleeve & Valve _____ for <i>Five hundred</i> dollars and <i>No</i> _____ cents per each.	\$ <u>500.00</u>	\$ <u>500.00</u>
9	17	EA	Dirt/ Gravel Driveway Repair _____ for <i>Two hundred</i> dollars and <i>No</i> _____ cents per each.	\$ <u>200.00</u>	\$ <u>3,400.00</u>
10	3	EA	Install Short Water Service _____ for <i>Three hundred Fifty</i> dollars and <i>No</i> _____ cents per each.	\$ <u>350.00</u>	\$ <u>1050.00</u>
11	14	EA	Install Long Water Service _____ for <i>Four hundred</i> dollars and <i>No</i> _____ cents per each.	\$ <u>400.00</u>	\$ <u>5600.00</u>
12	420	LF	Bore 4" Steel Casing _____ for <i>Twenty-two</i> dollars and <i>No</i> _____ cents per linear foot.	\$ <u>22.00</u>	\$ <u>9,240.00</u>
13	1	EA	Cut and Cap Existing Water Line _____ for <i>Five hundred</i> dollars and <i>No</i> _____ cents per each.	\$ <u>500.00</u>	\$ <u>500.00</u>
14	1	LS	Project Signage required by Office of Rural Community Affairs (ORCA) for <i>Five hundred</i> dollars and <i>No</i> _____ cents per lump sum.	\$ <u>500.00</u>	\$ <u>500.00</u>

TOTAL BASE BID A:

\$ 103,505.50

FY 2004 Sewer Plant Improvements – Water Line -TCDP Contract No. 724881  
 Polk County  
 Klotz Associates Project No. 0833.004

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**BASE BID B (ALTERNATE NO. 1):**

Item No.	Quantity	Unit	Item Description and Total Written Unit Price	Unit Price	Amount
1	8830	LF	4" SDR-26 Water Line with Fittings for <u>Four</u> dollars and <u>twenty</u> cents per linear foot.	\$ <u>4.20.</u>	\$ <u>37,086.00</u>
2	1	EA	4" Gate Valve for <u>Eight hundred</u> dollars and <u>No</u> cents per each.	\$ <u>800.00</u>	\$ <u>800.00</u>
3	14	EA	Dirt/Gravel Driveway Repair for <u>Two hundred</u> dollars and <u>No</u> cents per each.	\$ <u>200.00</u>	\$ <u>2800.00</u>
4	14	EA	Install Short Water Service for <u>Three hundred Fifty</u> dollars and <u>No</u> cents per each.	\$ <u>350.00</u>	\$ <u>4900.00</u>
5	1	EA	Cut and Cap Existing Water Line for <u>Five hundred</u> dollars and <u>No</u> cents per each.	\$ <u>500.00</u>	\$ <u>500.00</u>

**TOTAL BASE BID B:** \$ 46,086.00

**TOTAL BASE BID A & B:** \$ 149,591.50

5. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.



FY 2004 Sewer Plant Improvements – Water Line -TCDP Contract No. 724881  
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7. The following documents are attached to and made a condition of this Bid:

a. Required Bid Security in the form of Bid Bond  
(Certified Check or Bid Bond)  
in the amount of 5% of bid  
(Dollars or Percent)

8. Communications concerning this Bid shall be addressed to the Bidder as indicated below:

Name: Duplichan Contractors, LLP  
Address: P.O. Box 637  
State: Alto, TX 75925  
Telephone No.: 936-858-4100

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions and terms defined in the Instructions to Bidders are used with the same meaning in this Bid.

FY 2004 Sewer Plant Improvements – Water Line -TCDP Contract No. 724881  
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I hereby certify that as Bidder I/we have examined and carefully prepared this Bid from the Bidding Documents and have checked the same in detail before submitting this Bid, and that all statements herein are made on behalf of:

**An Individual:** By (Written) \_\_\_\_\_ (Individual's Name)  
(Typed) \_\_\_\_\_  
doing business as \_\_\_\_\_ (Firm Name)  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

**A Partnership:** By Duplicha's Contractors, LLP (Firm Name)  
By (Written) Jeff Duplicha's \_\_\_\_\_ (General Partner)  
(Typed) [Signature]  
Business address: P.O. Box 637  
Alto, TX 75925  
Phone No.: 936-858-4100

**A Corporation:** By \_\_\_\_\_ (Corporation Name)  
\_\_\_\_\_  
(State of Incorporation)  
By (Written) \_\_\_\_\_ (Name of Person Authorized to Sign)  
(Typed) \_\_\_\_\_  
(Title) \_\_\_\_\_ (Corporate Seal)  
Attest (Written) \_\_\_\_\_ (Secretary)  
(Typed) \_\_\_\_\_  
Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No.: \_\_\_\_\_

**A Joint Venture:** By (Written) \_\_\_\_\_ (Name)  
(Typed) \_\_\_\_\_ (Address)  
\_\_\_\_\_  
By (Written) \_\_\_\_\_ (Name)  
(Typed) \_\_\_\_\_ (Address)  
\_\_\_\_\_  
Phone number and address for receipt of official communications:  
\_\_\_\_\_  
\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

FY 2004 Sewer Plant Improvements – Water Line -TCDP Contract No. 724881  
Polk County  
Klotz Associates Project No. 0833.004

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(BIDDERS SHALL NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID AS OTHERWISE THE BID MAY BE DECLARED IRREGULAR AS BEING NOT RESPONSIVE TO THE ADVERTISEMENT.)

(BIDDERS SHALL USE THIS BID FORM IN SUBMITTING THEIR BIDS.)

\*\*\* END OF SECTION \*\*\*

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Duplichin Contractors, LLP

Address: P.O. Box 637  
Alto, TX 75925

Date Organized: June 1970 Date Incorporated: \_\_\_\_\_

Number of Years in contracting business under present name: 35 yrs

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date
<u>See Attached Sheets</u>		

Type of work performed by your company: Utility Construction

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar importance):

Project	Dollar Amount	Mo/Yr Completed
<u>See Attached Sheets</u>		

Major equipment available for this contract:

Trencher, Backhoe, Dozer

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ lower 6d. g. 45 Bank Reference: Crockett State Bank

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Engineer in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 22 day of August, 2005.

by: [Signature] Partner

## DUPLICHAIR CONTRACTORS, LLP

COMPLETED JOBS

<u>DATE</u>	<u>OWNER</u>	<u>JOB</u>	<u>CONTRACT</u>
01/02/01	CITY OF REKLAW	WATER LINE	114,000.00
01/26/01	LEAGUEVILLE WSC	WATER LINE	403,222.00
05/01/01	CONSOLIDATED WSC	WATER LINE/PLANT	108,645.00
07/19/01	CITY OF LIVINGSTON	WATER/SEWER LINES	396,880.20
08/01/01	NAVARRO MILES WSC	WATER PLANT	86,586.00
10/10/01	CITY OF BERRYVILLE	WATER PLANT	78,198.00
10/10/01	SHELBY CO.(TENNESSEE WSC)	WATER PLANT	88,652.45
10/15/01	CITY OF PINELAND	WATER PLANT	85,8973.50
10/01/01	HOUSTON CO. (PENNINGTON WSC)	WATER PLANT	111,080.60
11/23/01	CHATFIELD WSC	WATER LINE	341,958.96
01/29/01	CITY OF HUNTINGTON	WATER PLANT	131,680.00
11/27/01	CITY OF TENEHA	WATER PLANT	188,681.00
11/09/01	NAVARRO CO (CORBET WSC)	WATER PLANT	44,325.00
03/14/02	CITY OF LUFKIN	WATER PLANT	640,556.75
03/29/02	BRUSHY CREEK WSC	WATER PLANT	94,385.00
04/03/02	BCY WSC	WATER PLANT	78,198.00
04/15/02	CITY OF NACOGDOCHES	WATER PLANT	79,030.00
04/15/02	CITY OF NEWTON	WATER PLANT	189,270.00
04/16/02	CITY OF COLDSRING	LINE REPAIR	12,500.00
04/28/02	D & M WATER SUPPLY	WATER LINE	1,431,034.86
04/28/02	D & M WATER SUPPLY	SEWER LINE	545,359.90
04/28/02	D & M WATER SUPPLY	STANDPIPES	426,034.37
04/28/02	D & M WATER SUPPLY	LIFT STATION	165,560.00
04/07/02	SLOCUM WSC	WATER LINE	248,767.70
04/07/02	SLOCUM WSC	WATER PLANT	183,900.00
06/20/02	SOUTH RUSK CO. WSC	WATER PLANT	27,207.00
05/06/02	MAYDELL WSC	WATER PLANT	40,000.00
12/03/02	CITY OF ALTO	WATER PLANT	22,547.00
12/18/02	CITY OF ELKHART	WATER LINE	269,866.00

<u>DATE</u>	<u>OWNER</u>	<u>JOB</u>	<u>CONTRACT</u>
01/13/03	GOODSPRING WATER SUPPLY	WATER LINE	702,156.00
01/05/03	BLAND LAKE WSC	WATER LINE	354,002.60
01/05/03	BLAND LAKE WSC	WATER LINE	194,044.45
01/25/03	CITY OF CENTER	SURFACE WATER PLANT	138,500.00
01/25/03	ANRA	SEWER LINE	674,613.25
01/31/03	JASPER COUNTY	WATER PLANT	93,572.00
04/23/03	CITY OF CROCKETT	WATER PLANT	186,753.25
04/25/03	CITY OF ELKHART	WATER LINE	64,981.00
06/17/03	CITY OF LUFKIN	SEWER LIFT STATION	129,567.00
06/30/03	LILBERT-LOONEYVILLE WSC	WATER LINE	384,571.00
06/20/03	HUDSON WSC	WATER PLANT	448,135.00
06/25/03	SAN JACINTO CO.	WATER LINE	172,736.65
06/25/03	POLK CO. (Tempe WSC)	WATER PLANT	183,987.54
06/16/03	CENTRAL WATER CONTROL	WATER LINE	146,213.85
06/14/03	NECHES WSC	WATER PLANT	248,500.00
06/23/03	SAN JACINTO WSC	WATER LINE	73,211.30
07/15/03	SAN JACINTO WSC	WATER LINE	172,736.65
07/19/04	CITY OF LUFKIN	PROJECT 6	821,608.85
03/15/04	CITY OF NACOGDOCHES	LIFT STATION	66,128.00
06/25/04	PENNINGTON WSC	WATER PLANT	199,000.00
06/24/04	RAYWOOD WATER SUPPLY	WATER PLANT	34,000.00
04/01/04	NECHES WSC	WATER LINE	248,500.00
10/19/04	BETHEL-ASH WSC	WATER PLANT	181,360.00
07/17/04	WALKER COUNTY-FALBA	WATER WELL/PLANT	361,585.00
10/27/04	BETHEL-ASH WSC	WATER LINE	126,326.50
10/31/04	CITY OF CARTHAGE	WATER MAIN REPLACEMENT	84,180.25
09/25/04	RIVERSIDE	WATER LINE	111,831.70
09/03/04	WALNUT GROVE WSC	WATER LINE	42,485.06
11/30/04	LILLY GROVE	WATER LINE	155,439.00
11/30/04	LILLY GROVE	WATER PLANT	206,807.50
11/10/04	CITY OF ALTO	SEWER LINES	204,760.00
11/30/04	ANGUS WATER SUPPLY	WATER LINE	349,277.50
11/30/04	BRUSHY CREEK	WATER PLANT	29,500.50
11/13/04	G-M WSC	WATER PLANT	134,090.00

<b>DATE</b>	<b>OWNER</b>	<b>JOB</b>	<b>CONTRACT</b>
01/27/05	CITY OF SHEPHERD	WATER LINE	128,570.00
01/14/05	SOUTH RUSK COUNTY	WATER LINE	50,363.50
01/14/05	TUCKER WSC	WATER PLANT	86,640.00
12/19/04	CITY OF TENAHA	WASTEWATER SYSTEM IMP.	193,455.00

**JOBS IN PROGRESS**

<b><u>DATE</u></b>	<b><u>OWNER</u></b>	<b><u>JOB</u></b>	<b><u>CONTRACT</u></b>
03/18/05	CITY OF NACOGDOCHES	RAW WATER PLANT	1,229,290.00
11/30/04	CITY OF HAWKINS	WATER LINE	123,001.25
02/13/05	CITY OF HUXLEY	WATER LINE	185,388.75
05/31/05	NIGTON WAKEFIELD WSC	WATER LINE	901,426.90
01/06/05	RPM WATER SUPPLY CORP.	WATER PLANT IMP.	192,400.00
01/06/05	RPM WATER SULLPY CORP.	DISTRIBUTION SYSTEM IMP.	713,922.10
01/07/05	CITY OF CROCKETT	WWTP FLOW DIVERSION	119,600.00
02/07/05	CITY OF GRAPLEAND	WATER LINE REPLACEMENT	262,591.50
	CITY OF JACKSONVILLE	SEWER MAIN REPLACEMENT	435,969.65



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS §

COUNTY OF Cherokee §

Jeff Duplichain, being first duly sworn, deposes and says that:

- (1) He is Partner of Duplicain Contractors, LLP, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, Texas (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

[Handwritten Signature]

Subscribed and sworn to me this

22 day of August, 2005

Kristy Davis  
Notary Public

Cherokee County, Texas

My commission expires July 15, 2008



**CERTIFICATION OF BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days, after bid opening. No contract shall be awarded unless such a report is submitted.

Certification By Bidder

Name and Address of Bidder (including Zip Code)

*Duplichain Contractors, LLP  
P.O. Box 637  
Alto, TX 75925*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.       Yes      No
2. Compliance reports were required to be filed in connection with such contract or subcontract.       Yes      No
3. Bidder has filed all compliance reports due under applicable instructions.       Yes      No      None required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?      Yes       No

Name and Title of Signer (Please type or print)

*Jeff Duplichain Partner*

Signature




CERTIFICATION OF BIDDER REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

Duplichain Contractors, LLP  
Name of Prime Contractor

FY 2004 Sewer Plant Improvements-Water Line  
Polk County, TCDP Contract No. 724881  
Project Name & Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract.
- b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

  
Signature

8/22/05  
Date

Jeff Duplichain Partner  
Name & Title of Signer (Print or Type)

FAIR TRADE PRACTICE CERTIFICATION

RESTRICTIONS OF PUBLIC BUILDINGS  
AND PUBLIC WORKS PROJECTS

The definitions pertaining to this certification are set forth in General Conditions\* – Part I, Section 141. Fair Trade Practices.

Duplichaia Contractors, LLP, by the submission of its bid or proposal  
Bidder (insert name)

hereby certify(ies) that it:

- (1) Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (f)\* of this certification):
- (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR: and
- (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

Certified, True, and Correct

Duplichaia Contractors, LLP Set F Duplichaia  
Bidder

By [Signature]  
Signature

Partner  
Title

Date: 8/22/05

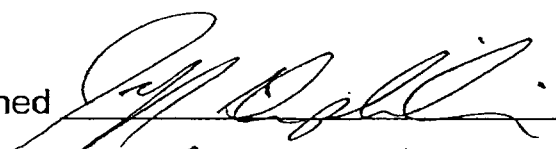
\* Refers to federal general conditions not included herein

Certification Regarding Lobbying for  
Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Jeff Saplichain of Saplichain Contractors certifies, to the best of its  
Knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering in to this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.

Signed   
Partner  
Title

Date: 8/22/05

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p><b>For Material Change Only:</b>          year _____ quarter _____          date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known.  Congressional District, if known: 4c	<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p>  Congressional District, if known:	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> CFDA Number, if applicable: _____	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> \$ _____	
<p><b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Jeff Duplichain</u>          Print Name: <u>Jeff Duplichain</u>          Title: <u>Partner</u>          Telephone No.: <u>936-858-4100</u>      Date: <u>8/22/05</u></p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**VOL 52 PAGE 842**

**LCW GROUP**

INSURANCE COMPANY OF THE WEST  
 EXPLORER INSURANCE COMPANY  
 INDEPENDENCE CASUALTY AND SURETY COMPANY  
11455 EL CAMINO REAL, SAN DIEGO, CA 92130-2045  
P.O. BOX 85563, SAN DIEGO, CA 92186-5563  
(858) 350-2400 FAX (858) 350-2707  
www.lcwgroup.com

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253  
OF THE TEXAS GOVERNMENT CODE  
(McGREGOR ACT - PUBLIC WORKS)**

**KNOW ALL MEN BY THESE PRESENTS:**

That, Duplichain Contractors, LLP (hereinafter called the Principal), as Principal, and Independence Casualty And Surety, a corporation organized and existing under the laws of the State of California, with its principal office in the City of San Diego (hereinafter called the Surety), as Surety, are held and firmly bound unto Polk County, Texas (hereinafter called the Oblige) in the amount of ~~eighty nine thousand nine hundred~~ <sup>eighty nine thousand nine</sup> ~~sixty five~~ Dollars (\$ 89,965.00 ), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 16th day of September, 2005, to do FY2004 Sewer Plant Improvements-Water Line Phase which contract is hereby referred to an made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of September, 2005.

Witness:

\_\_\_\_\_  
(If Individual or Firm) (Seal)

Attest:

Kristle Baker  
(If Corporation)

\_\_\_\_\_  
(Seal)

Independence Casualty & Surety Co. (Seal)

By: Don Jones (Seal)

Don Jones Attorney-In-Fact

Duplicchain Contractors, LLP

Jason Duplichain (Seal)  
Principal

By: \_\_\_\_\_ (Seal)

Attorney-In-Fact



**ICW GROUP  
Power of Attorney  
Insurance Company of the West**

**The Explorer Insurance Company Independence Casualty and Surety Company**

**KNOW ALL MEN BY THESE PRESENTS:** That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

**DON JONES, CAROL STOVALL**

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



**INSURANCE COMPANY OF THE WEST  
THE EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY  
COMPANY**

*John H. Craig*

John H. Craig, Assistant Secretary

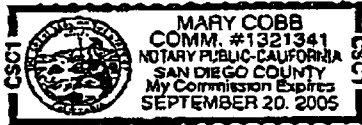
*John L. Hannum*

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On December 5, 2003, before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Mary Cobb*

Mary Cobb, Notary Public

**RESOLUTIONS**

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

**"RESOLVED:** That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

**RESOLVED FURTHER:** That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 16th day of September, 2005.

*John H. Craig*

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 55 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**VOL 52 PAGE 844****TERRORISM COVERAGE DISCLOSURE**

The Terrorism Risk Insurance Act of 2002 (the "Act") establishes a program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on the premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism that is in excess of the statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and embedded in the overall premium.

I.C.W. GROUP

INSURANCE COMPANY OF THE WEST
 EXPLORER INSURANCE COMPANY
 INDEPENDENCE CASUALTY AND SURETY COMPANY
11455 EL CAMINO REAL, SAN DIEGO, CA 92130-2045
P.O. BOX 85563, SAN DIEGO, CA 92186-3563
(858) 350-2400 FAX (858) 350-2707
www.icwgroup.com

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(McGREGOR ACT - PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

That, Duplichain Contractors, LLP (hereinafter called the Principal), as Principal, and Independence Casualty And Surety, a corporation organized and existing under the laws of the State of California, with its principal office in the City of San Diego (hereinafter called the Surety), as Surety, are held and firmly bound unto Polk County, Texas (hereinafter called the Obligees) in the amount of ~~eighty nine thousand nine~~ <sup>Eighty nine thousand nine</sup> Dollars (\$ 89,965.00 ), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligees, dated the 16th day of September, 2005, to do FY2004 Sewer Plant Improvements-Water Line Phase which contract is hereby referred to as made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of September, 2005.

Witness:

\_\_\_\_\_(Seal)
(If Individual or Firm)

Attest:
Kynette Baker
\_\_\_\_\_(If Corporation)

\_\_\_\_\_(Seal)
\_\_\_\_\_(Seal)

Independence Casualty & Surety Co (Seal)
By: Don Jones Attorney-In-Fact (Seal)

Duplicchain Contractors, LLP
\_\_\_\_\_(Seal)
Principal

By: \_\_\_\_\_(Seal)
Attorney-In-Fact

**VOL 52 PAGE 846**

No. 0002486

**ICW GROUP**  
**Power of Attorney**  
**Insurance Company of the West**  
**The Explorer Insurance Company**      **Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

**DON JONES, CAROL STOVALL**

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



**INSURANCE COMPANY OF THE WEST**  
**THE EXPLORER INSURANCE COMPANY**  
**INDEPENDENCE CASUALTY AND SURETY COMPANY**

*John H. Craig*

John H. Craig, Assistant Secretary

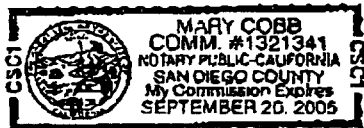
*John L. Hannum*

John L. Hannum, Executive Vice President

State of California }  
 County of San Diego } ss.

On December 5, 2003, before me, Mary Cobb, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Mary Cobb*

Mary Cobb, Notary Public

**RESOLUTIONS**

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

**"RESOLVED:** That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

**RESOLVED FURTHER:** That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 16th day of September, 2005.

*John H. Craig*

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 155 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

**TERRORISM COVERAGE DISCLOSURE**

The Terrorism Risk Insurance Act of 2002 (the "Act") establishes a program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on the premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism that is in excess of the statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in the overall premium.



Item #13



**OF THE POLK COUNTY COMMISSIONERS COURT**

**Adopting Policy for Bridge Repair/Replacement to be Funded by Issuance of General Debt**

**WHEREAS**, in a regular meeting held December 9, 2003, the Polk County Commissioners Court finds it to be in the interest of the County to adopt a policy for the funding of certain bridge repair/replacement projects through the issuance of general capital improvement debt rather than the Road & Bridge operational budget/s or debt applied thereto; and

**WHEREAS**, in accordance with the Texas Constitution, Local Government Code and case law, citing the responsibilities and authorities of the Commissioners Court, as the governing body of the County, in the issuance of debt and the associated levying of taxes resulting from projects approved herein;

**THEREFORE, BE IT ORDERED**, by the Commissioners Court of Polk County, Texas that this Policy for Bridge Repair/Replacement to be funded by the issuance of general debt be adopted for projects which meet the criteria set out as follows ;

1. Prior to the commencement of work, the proposed project shall be reviewed by the County's contract engineer who shall provide a written project recommendation to the Commissioner. Any cost associated with said review and recommendation shall be paid by the associated precinct's operating budget and shall be refunded if and when the proposed work is approved by the Commissioners Court as eligible for general debt issuance within the guidelines of this policy<sup>1</sup>.
2. The (project) Commissioner shall provide the Engineer's written recommendation to all other Commissioners, who shall review the Engineer's recommendations and physically inspect the proposed project.
3. Proposed projects receiving favorable review and inspection will be placed on the Commissioners Court Agenda for consideration and must be approved by a unanimous vote of the Commissioners Court.
4. In the event of an emergency in which sudden bridge damage resulting from accident, natural disaster, unforeseen deterioration and/or structural compromise poses a threat to public safety, the Commissioner shall first protect the public by blocking access to the unsafe bridge. In order for any subsequent emergency repairs to be funded by debt issuance (under this policy), rather than precinct operating funds/debt, the Commissioner shall contact the contract engineer for an emergency review/recommendation to be accomplished as soon as possible (normally within 24

hrs.) and shall notify the County Judge to request an Emergency Meeting of the Commissioners Court in accordance with TEX. GOV'T CODE ANN. CH. 551.045, which requires posting of notice of the meeting for at least two hours before the meeting is convened (in the County Courthouse, if applicable, or by telephone conference as authorized by Sec. 551.125).

5. The subject bridge must not be included, nor be eligible to be included, on the schedule for the Texas Department of Transportation (TxDOT) Off System Bridge Program. In the event that a scheduled or eligible bridge sustains damage and/or deterioration creating an emergency which poses a threat to public safety, only those repairs necessary to mitigate the threat to public safety may be eligible for general debt funding in accordance with the procedures set out in this policy (item 4., above) and when said mitigating repairs will qualify for credit toward the County match amount required by TxDOT as a part of the Off System Bridge Program, as determined by contract engineers and approved by the Commissioners Court.
6. Major culvert and/or tank car repair/replacement may be included in projects eligible for general debt funding only when recommended by contract engineers, deemed necessary by the inspecting Commissioners, and included in the project description approved by the Commissioners Court.
7. Minor repairs and routine maintenance of bridges/culverts, such as repair/replacement of railings and/or runners, will not qualify for debt funding (general or other) and shall remain the responsibility of the precinct operating accounts, as budgeted.

PASSED AND ADOPTED this 9<sup>th</sup> day of December, 2003.



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

<sup>1</sup> Revision approved March 28, 2006.



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COPY

REIMBURSEMET RESOLUTION  
CAPITAL OUTLAY PURCHASES  
MAR 28, 2006  
FY2006

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
THOMAS SUPPLY INC	SHERIFF JAIL	JAIL	010-512-571	\$ 347.37
THOMAS SUPPLY INC	SHERIFF JAIL	JAIL	010-512-571	\$ 4.85
THOMAS SUPPLY INC	SHERIFF JAIL	JAIL	010-512-571	\$ 314.08
DAVIS & BROWN CONST.	BRIDGE REPAIR	R&B#3	015-623-575	\$ 10,738.00
THOMAS SUPPLY INC	SHERIFF JAIL	JAIL	010-512-571	\$ 117.65
D.P. SOLUTIONS UBC	SHERIFF JAIL	SHERIFF DEPT	010-560-572	\$ 4,945.28
HALL BUICK PONTAIC INCTRUCK		R&B#4	015-624-573	\$ 18,139.40
TOTAL				<u>\$ 34,606.61</u>



#18

COPY

Budget Revisions  
# 2006-11

REVISION  
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
048 DISTRICT ATTY SPECIAL FUND	.00
051 AGING	.00
090 DRUG FORFEITURE FUND	.00

THE PRECEDING LIST OF REVISIONS  
AMENDMENTS WAS REVIEWED AND APPROVED.

*B. L. Dockens*

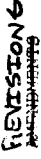
B. L. DOCKENS

COUNTY AUDITOR

*John P. Thompson*

JOHN P. THOMPSON

COUNTY JUDGE



ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	AMOUNT	AMOUNT	DESCRIPTION	CLK
			OLD BUDGET	AMENDED BUDGET	CHANGE		
			AMOUNT	AMOUNT			
2006 010-342-450	DIST CLERK REIMB-S	03/21/2006	.00	542.16-	542.16-	RECORD CK DIST.CLK.CHILD SU KP	KP
2006 010-342-569	REIMBURSEMENT-SHER	03/17/2006	132.99-	215.18-	82.19-	RECORD CKS K.HAMMACK;REIMBU KP	KP
2006 010-342-600	INSURANCE CLAIMS	03/17/2006	44,787.02	46,417.92-	1,630.90-	RECORD CK TAC;SHERIFF D.O.L KP	KP
2006 010-342-600	INSURANCE CLAIMS	03/17/2006	46,417.92-	46,649.97-	232.05-	RECORD CK TAC;ENVIRONMENTAL KP	KP
2006 010-342-600	INSURANCE CLAIMS	03/17/2006	46,649.97-	50,095.10-	3,445.13-	RECORD CK TAC;SHERIFF D.O.L KP	KP
2006 010-342-600	INSURANCE CLAIMS	03/17/2006	50,095.10-	50,444.95-	349.85-	RECORD CK TAC;SHERIFF D.O.L KP	KP
2006 010-342-600	INSURANCE CLAIMS	03/17/2006	50,444.95-	51,871.54-	1,426.59-	RECORD CK TAC;SHERIFF D.O.L KP	KP
	TOTAL AMENDMENTS		7	TOTAL CHANGES	7,708.87-		
2006 010-367-130	SHERIFFS DONATED M	03/17/2006	1,500.00-	1,600.00-	100.00-	RECORD CK FOREST SPRINGS MA KP	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES	100.00-		
2006 010-403-105	SALARIES	03/17/2006	201,168.89	202,131.19	962.30	MOVE FUNDS FROM ELECTION EX KP	KP
2006 010-403-108	SALARIES - PART/TTI	03/17/2006	1,251.12	2,213.42	962.30	MOVE FUNDS FROM ELECTION EX KP	KP
2006 010-403-201	SALARIES - PART/TTI	03/17/2006	2,213.42	1,251.12	962.30-	CORRECT REVISION TO 108 S/B KP	KP
2006 010-403-204	WORKERS COMPENSATI	03/17/2006	18,965.41	19,039.03	73.62	MOVE FUNDS FROM ELECTION EX KP	KP
2006 010-403-206	UNEMPLOYMENT INSUR	03/17/2006	1,382.13	1,386.86	4.73	MOVE FUNDS FROM ELECTION EX KP	KP
2006 010-403-484	ELECTION EXPENSE	03/17/2006	593.32	596.11	2.79	MOVE FUNDS FROM ELECTION EX KP	KP
	TOTAL AMENDMENTS		38,643.38	37,599.94	1,043.44-	MOVE FUNDS TO P/T SALARIES/ KP	KP
	TOTAL CHANGES		7	TOTAL CHANGES	.00		
2006 010-450-105	SALARIES	03/21/2006	172,080.28	172,580.28	500.00	RECORD CK DIST.CLK.CHILD SU KP	KP
2006 010-450-201	SOCIAL SECURITY	03/21/2006	18,320.57	18,358.82	38.25	RECORD CK DIST.CLK.CHILD SU KP	KP
2006 010-450-203	RETIREMENT	03/21/2006	16,880.54	16,915.89	35.35	RECORD CK DIST.CLK.CHILD SU KP	KP
2006 010-450-204	WORKERS COMPENSATI	03/21/2006	16,915.89	16,880.54	35.35-	CORRECT AMENDMENT 2K6R11 KP	KP
2006 010-450-206	UNEMPLOYMENT INSUR	03/21/2006	1,336.24	1,338.70	2.46	RECORD CK DIST.CLK.CHILD SU KP	KP
	TOTAL AMENDMENTS		571.17	572.62	1.45	RECORD CK DIST.CLK.CHILD SU KP	KP
	TOTAL CHANGES		6	TOTAL CHANGES	542.16		
2006 010-512-490	MISCELLANEOUS	03/17/2006	5,540.00	5,640.00	100.00	RECORD CK FOREST SPRINGS MA KP	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES	100.00		
2006 010-560-427	TRAVEL/TRAINING	03/17/2006	29,375.75	29,457.94	82.19	RECORD CKS K.HAMMACK;REIMBU KP	KP
2006 010-560-450	REIMB INS VEHICLE	03/17/2006	3,942.47	5,573.37	1,630.90	RECORD CK TAC;SHERIFF D.O.L KP	KP
2006 010-560-450	REIMB INS VEHICLE	03/17/2006	5,573.37	9,018.50	3,445.13	RECORD CK TAC;SHERIFF D.O.L KP	KP
2006 010-560-450	REIMB INS VEHICLE	03/17/2006	9,018.50	9,368.35	349.85	RECORD CK TAC;SHERIFF D.O.L KP	KP
2006 010-560-450	REIMB INS VEHICLE	03/17/2006	9,368.35	10,794.94	1,426.59	RECORD CK TAC;SHERIFF D.O.L KP	KP
	TOTAL AMENDMENTS		9,368.35	10,794.94	6,934.66		
	TOTAL CHANGES		5	TOTAL CHANGES	232.05		
2006 010-697-456	EQUIPMENT/PARTS/RE	03/17/2006	2,500.00	2,732.05	232.05	RECORD CK TAC;ENVIRONMENTAL KP	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES	232.05		
2006 015-610-456	PARTS/REPAIRS-INMA	03/21/2006	4,000.00	4,400.00	400.00	MOVE FUNDS FROM RB#1 PARTS/ KP	KP
2006 015-610-456	PARTS/REPAIRS-INMA	03/21/2006	4,400.00	4,800.00	400.00	MOVE FUNDS FROM RB#2 PARTS/ KP	KP
2006 015-610-456	PARTS/REPAIRS-INMA	03/21/2006	4,800.00	5,200.00	400.00	MOVE FUNDS FROM RB#4 CULVER KP	KP
	TOTAL AMENDMENTS		3	TOTAL CHANGES	1,200.00		
2006 015-614-339	CONSTRUCTION CONTR	03/16/2006	.00	60,000.00	60,000.00	MOVE FUNDS FROM PERM RD;PCT KP	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES	60,000.00		
2006 015-620-624	PERMANENT ROAD EXPENDITURES	03/16/2006	65,000.00	5,000.00	60,000.00-	MOVE FUNDS TO PERM RD MATER KP	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES	60,000.00-		
2006 015-621-456	PARTS & REPAIR	03/21/2006	35,000.00	34,600.00	400.00-	MOVE FUNDS TO INMATE WORK C KP	KP
	TOTAL AMENDMENTS		1	TOTAL CHANGES	400.00-		

REPORT OF GENERAL LEDGER AMENDMENTS

03/21/2006 10:25:14

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2006 015-622-300	UNIFORMS	03/21/2006	2K6R11	1,500.00	1,985.98	MOVE FUNDS FROM CULVERTS;R.	485.98	KP
2006 015-622-338	CULVERTS	03/21/2006	2K6R11	12,300.00	11,814.02	MOVE FUNDS TO UNIFORMS;R.VI	485.98	KP
2006 015-622-456	PARTS & REPAIR	03/21/2006	2K6R11	60,500.00	60,100.00	MOVE FUNDS TO INMATE WORK	400.00	KP
	PRECINCT #2 - ROAD & BRIDGE		TOTAL AMENDMENTS	3	TOTAL CHANGES		400.00-	
2006 015-624-338	CULVERTS	03/21/2006	2K6R11	15,000.00	14,600.00	MOVE FUNDS TO INMATE WORK	400.00-	C KP
	PRECINCT #4 EXPENSE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES		400.00-	
2006 048-333-400	STATE MONIES-DA IN	03/17/2006	2K6R11	.00	1,653.10-	RECORD CKS STATE COMP	1,653.10-	KP
	STATE REVENUE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES		1,653.10-	
2006 048-476-334	DA INVESTIGATOR TR	03/17/2006	2K6R11	.00	1,653.10	RECORD CKS STATE COMP	1,653.10	KP
	EXPENSE SUMMARY		TOTAL AMENDMENTS	1	TOTAL CHANGES		1,653.10	
2006 051-645-332	CUSTODIAL/CLEANING	03/21/2006	2K6R11	.00	1,744.00	MOVE FUNDS FROM RAW FOODS;	1,744.00	B KP
2006 051-645-333	RAW FOOD	03/21/2006	2K6R11	60,419.25	58,675.25	MOVE FUNDS TO MAINT/CUSTODI	1,744.00-	KP
	EXPENSE SUMMARY - AGING DEPT		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2006 090-340-200	SHERIFFS ACCT	03/17/2006	2K6R11	14,872.90-	16,382.65-	RECORD JUDGEMENT M.BELL+INT	1,509.75-	KP
2006 090-340-200	SHERIFFS ACCT	03/17/2006	2K6R11	16,382.65-	16,773.30-	RECORD JUDGEMENT A.SHINE+IN	390.65-	KP
2006 090-340-200	SHERIFFS ACCT	03/17/2006	2K6R11	16,773.30-	17,248.68-	RECORD JUDGEMENT C.GRA+INTE	475.38-	KP
2006 090-340-600	DISTRICT ATTY ACCO	03/17/2006	2K6R11	6,374.10-	7,021.13-	RECORD JUDGEMENT M.BELL+INT	647.03-	KP
2006 090-340-600	DISTRICT ATTY ACCO	03/17/2006	2K6R11	7,021.13-	7,188.56-	RECORD JUDGEMENT A.SHINE+IN	167.43-	KP
2006 090-340-600	DISTRICT ATTY ACCO	03/17/2006	2K6R11	7,188.56-	7,392.29-	RECORD JUDGEMENT C.GRA+INTE	203.73-	KP
	FEES REVENUE SUMMARY		TOTAL AMENDMENTS	6	TOTAL CHANGES		3,393.97-	
2006 090-476-499	DISTRICT ATTY ACCT	03/17/2006	2K6R11	9,187.90	9,834.93	RECORD JUDGEMENT M.BELL+INT	647.03	KP
2006 090-476-499	DISTRICT ATTY ACCT	03/17/2006	2K6R11	9,834.93	10,002.36	RECORD JUDGEMENT A.SHINE+IN	167.43	KP
2006 090-476-499	DISTRICT ATTY ACCT	03/17/2006	2K6R11	10,002.36	10,206.09	RECORD JUDGEMENT C.GRA+INTE	203.73	KP
	EXPENSE SUMMARY - D A ACCT		TOTAL AMENDMENTS	3	TOTAL CHANGES		1,018.19	
2006 090-560-499	SHERIFFS ACCT	03/17/2006	2K6R11	14,872.90	16,382.65	RECORD JUDGEMENT M.BELL+INT	1,509.75	KP
2006 090-560-499	SHERIFFS ACCT	03/17/2006	2K6R11	16,382.65	16,773.30	RECORD JUDGEMENT A.SHINE+IN	390.65	KP
2006 090-560-499	SHERIFFS ACCT	03/17/2006	2K6R11	16,773.30	17,248.68	RECORD JUDGEMENT C.GRA+INTE	475.38	KP
	EXPENSE SUMMARY - D A ACCT		TOTAL AMENDMENTS	3	TOTAL CHANGES		2,375.78	

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*Budget Amendments  
# 2006 - 11(A)*

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	35,000.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

S. L. DCCENS

COUNTY ATTORNEY

JOHN F. THOMPSON

COUNTY JUDGE

*John F. Thompson*

**VOL 52 PAGE 857**

03/28/2006 11:51:42      REPORT OF GENERAL LEDGER AMENDMENTS      GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	AMOUNT	AMOUNT	DESCRIPTION	CLK
2006 010-403-484	ELECTION EXPENSE	03/28/2006	37,599.94	67,529.94	25,000.00	AMEND FOR FUNDS NEEDED NEXT FY	
	EXPENSE SUMMARY - COUNTY CLERK		TOTAL AMENDMENTS 1	TOTAL CHANGES	25,000.00		
2006 010-560-373	CAPITAL OUTLAY PUR	03/28/2006	.00	10,000.00	17,890.00	AMEND FOR REMOVALS TO FY 1F	
			TOTAL AMENDMENTS 1	TOTAL CHANGES	10,000.00		

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
034	FEMA DISASTER FUNDS	38,996.00
061	DEBT SERVICE FUND	500.00
	TOTAL OF ALL FUNDS	39,496.00

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

\_\_\_\_\_



SCHEDULE OF BILLS BY FUND

*Act 684*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,927.14
015	ROAD & BRIDGE ADM	6,218.66
027	SECURITY	179.44
051	AGING	627.14
083	MUSEUM OPERATING FUND	46.62
101	ADULT SUPERVISION	4,091.92
185	CCAP - JUVENILE PROBATION	1,869.00
TOTAL OF ALL FUNDS		36,959.92

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	5,595.82
015	ROAD & BRIDGE ADM	1,454.36
027	SECURITY	41.96
051	AGING	146.66
083	MUSEUM OPERATING FUND	10.90
101	ADULT SUPERVISION	957.02
185	CCAP - JUVENILE PROBATION	437.10
TOTAL OF ALL FUNDS		8,643.82

*ACH 685*

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

*ACT 686*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,733.97
015	ROAD & BRIDGE ADM	3,306.93
027	SECURITY	73.25
051	AGING	170.18
083	MUSEUM OPERATING FUND	12.17
101	ADULT SUPERVISION	2,978.80
185	CCAP - JUVENILE PROBATION	1,236.56
TOTAL OF ALL FUNDS		24,511.86

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	141,841.43
015	ROAD & BRIDGE ADM	38,813.86
027	SECURITY	1,142.63
051	AGING	4,156.94
083	MUSEUM OPERATING FUND	308.75
101	ADULT SUPERVISION	23,055.50
185	CCAP - JUVENILE PROBATION	10,377.08
TOTAL OF ALL FUNDS		219,696.19

*ACH 687*

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

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JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

\_\_\_\_\_

SCHEDULE OF BILLS BY FUND

*ACH 688*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	443.66
015 ROAD & BRIDGE ADM	.01
101 ADULT SUPERVISION	39.80
-----	
TOTAL OF ALL FUNDS	483.47

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

\_\_\_\_\_

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

\_\_\_\_\_

*ACH 689*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,776.15
015 ROAD & BRIDGE ADM	246.76
	-----
TOTAL OF ALL FUNDS	3,022.91

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

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

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

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE \_\_\_\_\_

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,268.85
015	ROAD & BRIDGE ADM	270.00
027	SECURITY	30.00
101	ADULT SUPERVISION	1,899.87
185	CCAP - JUVENILE PROBATION	877.65
TOTAL OF ALL FUNDS		4,346.37

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
015	ROAD & BRIDGE ADM	8,840.00
061	DEBT SERVICE FUND	16,163.95
090	DRUG FORFEITURE FUND	3,393.97
	TOTAL OF ALL FUNDS	28,397.92

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	130.00
	-----
TOTAL OF ALL FUNDS	130.00

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	17,354.69
015	ROAD & BRIDGE ADM	1,113.90
051	AGING	7.88
088	JUDICIARY FUND	47.60
		-----
	TOTAL OF ALL FUNDS	18,524.07

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	73.11
061 DEBT SERVICE FUND	28,019.28
	-----
TOTAL OF ALL FUNDS	28,092.39

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

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

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

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE \_\_\_\_\_

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,352.75
	-----
TOTAL OF ALL FUNDS	8,352.75

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

\_\_\_\_\_

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	13,050.00
	-----
TOTAL OF ALL FUNDS	13,050.00

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

JOHN P. THOMPSON

*John P. Thompson*

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
090	DRUG FORFEITURE FUND	808.20
	TOTAL OF ALL FUNDS	808.20

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

B. L. DOCKENS

*B. L. Dockens*

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

*John P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	11,034.14
	-----
TOTAL OF ALL FUNDS	11,034.14

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	115,679.68
015	ROAD & BRIDGE ADM	38,929.90
040	LAW LIBRARY FUND	733.27
051	AGING	1,576.17
090	DRUG FORFEITURE FUND	1,205.15
	TOTAL OF ALL FUNDS	158,124.17

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



#21

COPY

DATE: MARCH 15 THROUGH MARCH 28, 2006

NO.	EMPLOYEE	DEPT.	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	JERRY L. AMOS	JAIL	1038 - DEPUTY SHERIFF (TRANSPORT)	LABOR POOL (-900)	17/(01) \$12.64/Hr	EMERGENCY HIRE - WILL ALSO WORK IN SECURITY, LABOR POOL (-900), 1063 - BAILIFF, (14/01) (\$10.90/HR) EFFECTIVE 03/16/2006
(2)	REBECCA E. MARLOW	EMERGENCY MANAGEMENT	0103 - SECRETARY II	REGULAR FULL-TIME	12/01 \$20,534.85	TRANSFER TO SHERIFF, REGULAR FT, #1043 - TELECOMMUNICATIONS OPERATOR, (13/01) (\$21,574.42) EFFECTIVE 03/29/2006
(3)	HEATHER DAWN NIEDERHOFER	COUNTY CLERK	1045 - COMPUTER RECORDS SPECIALIST	REGULAR FULL-TIME	13/01 \$21,574.42	RESIGNATION EFFECTIVE 03/21/2006
(4)	HULON B. PARRISH	ROAD & BRIDGE, PCT. # 3	108 - HEAVY EQUIPMENT OPERATOR	LABOR POOL (-900)	16/(03) \$12.64/Hr	SEPARATION EFFECTIVE 03/24/2006
(5)						Additional
(6)	CHRISTIAN J. SCHANMIER	JAIL	1055 - CORRECTIONS OFFICER	LABOR POOL (-900)	13/(01) \$10.37/Hr	TRANSFER TO SHERIFF, REGULAR FT, #1037 - DEPUTY SHERIFF (PATROL), (17/01) (\$26,286.35) EFFECTIVE 03/29/2006
(7)						Additional
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						
(23)						



#27

**INTERLOCAL COOPERATIVE AGREEMENT**  
**BETWEEN**  
**THE CITY OF CORRIGAN**  
**AND**  
**THE COUNTY OF POLK**

PURSUANT to the provisions of Section 791.001, et seq. of Title 7 of the *Texas Government Code*, this agreement is entered into between **THE CITY OF CORRIGAN** [hereinafter referred to as "City"] and **THE COUNTY OF POLK** [hereinafter referred to as "County"].

The purpose of this agreement is for the County, by and through its Sheriff Office, to assist the City in provision of services for stray animal control and disposal. This agreement contemplates that the City, by and through its Police Department, or other designated agent, will capture dogs and cats that are reported as stray, and will transport those animals to an impoundment facility maintained by the Polk County Sheriff's Office. In turn, the Polk County Sheriff's Office will provide shelter and food and care for said animals, including euthanasia of said animals as further agreed between the County and City.

1.

The County will, therefore, provide food and care of animals surrendered to the County by the City at a cost of \$5.00 per day; said care to be limited to a period of ~~five~~ <sup>three</sup> ~~5~~ <sup>3 1/2</sup> days for each animal so surrendered, unless other arrangements are agreed to between the City and County. The County will also provide food and care of livestock surrendered to the County by the City at a cost

three 3 27 (8)

of \$10.00 per day; said care to be limited to a period of ~~five~~ [5] days for each animal so surrendered, unless other arrangements are agreed to between the City and County. The County will euthanize those animals specified by the City, and the City will pay an additional \$13.25 for each such service provided, plus any cost increases from the veterinarian. The City will be responsible for the payment of veterinary costs for treatment of any injured animal surrendered by the City. The City and County will each keep an ongoing log of activity and the City will pay as billed monthly by the County.

**2.**

The administrative units responsible for supervision of this contract shall be the Corrigan Police Department, under the control of the Chief of Police on behalf of the City, and the Polk County Sheriff's Office, under the control of the Polk County Sheriff, or his designated agent on behalf of the County, with required notices to be directed to the City in care of the Chief of Police, 203 North Collins, Corrigan, Texas 75939, and the County in care of the Polk County Sheriff, 1733 North Washington, Livingston, Texas 77351.

**3.**

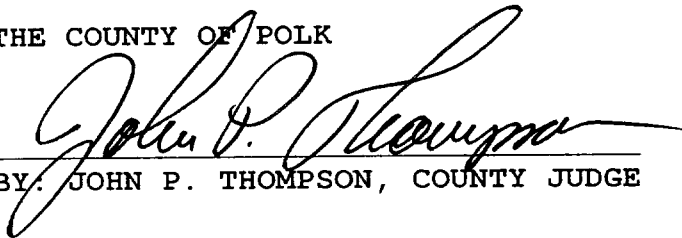
This agreement shall continue on a year to year basis and may be amended in writing subject to the prior agreement of both parties, and may be terminated by either party on thirty [30] days written notice.

**4.**

If any clause or provision of this agreement is declared illegal, invalid, or unenforceable during the term of this agreement, it is in the intention of the parties that the validity and enforceability of the remaining provisions of this agreement shall not be effected. It is also the intention of the parties that in lieu of each clause or provision of this agreement that is illegal, or unenforceable, there shall be added a new clause to this agreement by means of negotiation between the parties to this agreement, as similar in terms to such unenforceable clause or provision as may be possible and yet be legal, valid and enforceable.

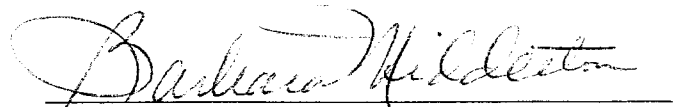
This agreement is authorized by the governing bodies of each of the signatories to this contract, as attested by the signatures affixed hereto.

**THE COUNTY OF POLK**

  
BY: JOHN P. THOMPSON, COUNTY JUDGE

The foregoing contract was approved by the Commissioners Court of Polk County at its duly announced public meeting held the 14<sup>th</sup> day of July, 2006.

**ATTEST:**

  
BARBARA MIDDLETON, COUNTY CLERK

THE CITY OF CORRIGAN

*James Fortune*  
BY: \_\_\_\_\_ MAYOR

The foregoing contract was approved by the City Council of the City of Corrigan at its duly announced public meeting held the 21 day of March, 2006.

**ATTEST:**

*Shelma Stanford*  
CITY SECRETARY



**JOHN P. THOMPSON**  
COUNTY JUDGE

Friday, March 31, 2006

Mandy Risinger  
City Manager  
City of Corrigan  
101 West Ben Franklin  
Corrigan, Texas 75939

Dear Mandy,

Enclosed, please find one (1) fully executed original Interlocal Agreement between The City of Corrigan and Polk County for stray animal control and disposal services. The change reducing the number of days before disposal from five to three days was approved by Polk County Commissioners Court on March 28, 2006 and has been initialed.

This original is for your records.

Sincerely,

A handwritten signature in cursive script that reads "Jan Shandley".

Jan Shandley  
John P. Thompson  
County Judge  
Polk County, Texas

enclosure



# **CITY OF CORRIGAN**

101 West Ben Franklin, Corrigan, Texas 75939  
Phone (936) 398-4126 \* Fax (936) 398-2052  
cityofcorrigan@sbcglobal.net

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March 22, 2006

RE: Inter-local Agreement for Animal Control

The Honorable John P. Thompson  
Polk County Courthouse  
101 West Church Street  
Livingston, Texas 77351

Dear Judge Thompson:

Please find two executed originals of the interlocal agreement between the City of Corrigan and Polk County for stray animal control and disposal. The Corrigan City Council approved this agreement at their regular meeting held on March 21, 2006.

Please note the changes at the bottom of page one and top of page 2 of the agreement reducing number of days before disposal from five (5) days to three (3) days. Per our previous conversation, please initial these changes to fully execute the agreement and return a copy to the City of Corrigan.

Your consideration and attention in this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Mandy".

Mandy K. Risinger  
City Manager

Enclosure (2)

RECEIVED

MAR 24 2006

CITY OF CORRIGAN