



POLK COUNTY COMMISSIONERS COURT

August 22, 2006

10:00 A.M.

2006-089

Polk County Courthouse, 3rd floor

Livingston, Texas

NOTICE

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

Agenda Topics

1. **CALL TO ORDER.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC COMMENTS.**

This items is included on the Agenda to allow public comments on topics that may or may not appear on this agenda. In accordance with law, this Court cannot discuss, deliberate or take action on any item or topic not listed on this agenda. Public comments requesting or requiring action or deliberation may be scheduled on a future agenda. Each public comment will be limited to a maximum of five (5) minutes, unless a member of the Court requests additional time for the presenter. Any handout materials must be reproduced and furnished by the presenter.

3. **INFORMATIONAL REPORTS.**

This item is included on the Agenda to receive announcements from the Court members and/or other Elected Officials and Department Heads of Polk County.

NEW BUSINESS

4. RECEIVE OATH AND BOND OF VERNON LOFTIN AS INTERIM COUNTY AUDITOR.
5. CONSIDER APPROVAL OF RESOLUTION RECOGNIZING SERVICE OF DICK COOLEY – POLK COUNTY CHAPTER OF THE AMERICAN RED CROSS.
6. RECEIVE PETITION CALLING FOR ELECTION TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS IN THE UNINCORPORATED AREAS OF POLK COUNTY.
7. CONSIDER APPROVAL TO AMEND AGREEMENT WITH SANTEK FOR THE LEASING OF COUNTY EQUIPMENT, TO EXTEND LEASE FOR ONE YEAR UNDER SAME TERMS.
8. CONSIDER SETTING OF PER DIEM REIMBURSEMENT FOR PERSONS SERVING ON THE JURY OF VIEW.
9. CONSIDER AMENDING FY06 OLDER AMERICANS ACT AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG) PREVIOUSLY APPROVED ON NOVEMBER 11, 2005, TO INCLUDE SENIOR CENTER OPERATIONS (\$16,788.00) AND NUTRITION EDUCATION (\$1,248.00).
10. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2006-17 “REPAIR/REPLACEMENT OF FIVE (5) BRIDGES, LOCATED IN PRECINCT 4; DRY BRANCH OF MENARD CREEK-TRAM ROAD, WEST SPRING BRANCH-TURKEY CREEK DRIVE, BLUFF CREEK-DARDEN ROAD, LITTLE KIMBLE CREEK-DILLON ROAD, TURKEY CREEK-MILL GATE ROAD”.
11. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2006-18 “REPAIR/REPLACEMENT OF SUGAR ROAD BRIDGE, LOCATED IN PRECINCT 3”.

12. CONSENT AGENDA (The items listed within the Consent Agenda are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more items from the Consent Agenda and to have the item/s individually considered).
- A. APPROVE MINUTES OF PREVIOUS MEETING/S (AUGUST 8, 2006, REGULAR SESSION)
 - B. CONSIDER APPROVAL OF FINAL PLAT FOR SCENIC WOOD SUBDIVISION
 - C. CONSIDER APPROVAL TO ADVERTISE FOR PURCHASE OF ONE-TON DIESEL FLAT BED EXTENDED CAB TRUCK WITH LIFT GATE FOR MAINTENANCE ENGINEERING.
 - D. CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF HOME PROGRAM, ADDITIONAL FUNDING.
 - E. SET COUNTY ROAD AND BRIDGE FEE – NO CHANGE (SEPT 1 DEADLINE)
 - * F. SET SHERIFFS' AND CONSTABLES' FEES – AS SUBMITTED (OCT. 1 DEADLINE) *Re Set 9/1/06*
 - G. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
 - H. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
 - I. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
 - J. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

RECESS

RECONVENE – BUDGET WORKSHOP

- 13. DISCUSS PROPOSED SALARIES, EXPENSES AND ALLOWANCES OF ELECTED OFFICIALS FOR FY07.
- 14. DISCUSS PROPOSED 2006 TAX RATE (TO FUND FY2007 BUDGET);
 - 1. IF PROPOSED RATE DOES NOT EXCEED ROLLBACK RATE OR EFFECTIVE RATE (THE LOWER) ANNOUNCE MEETING AT WHICH THE RATE WILL BE ADOPTED (9/12/06- 10:00 A.M.).
 - 2. IF PROPOSED RATE EXCEEDS ROLLBACK RATE OR EFFECTIVE RATE (THE LOWER), TAKE RECORD VOTE TO PLACE A PROPOSAL RATE TO ADOPT THE RATE ON A FUTURE AGENDA (9/12/06 – 10:00 A.M.) AND SCHEDULE PUBLIC HEARINGS ON PROPOSED RATE (8/31/06- 9:00 A.M. & 9/6/06- 4:00 P.M. IN COMMISSIONERS COURTROOM- MAIN COURTHOUSE).
- 15. SCHEDULE PUBLIC HEARING ON FY07 BUDGET (9/12/06- 9:00 A.M.)

ADJOURN

By: John P. Thompson, County Judge

Posted: August 16, 2006



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 August 16, 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:

Cynthia Robinson (Deputy)

FILED FOR RECORD

2006 AUG 16 A 9:47

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK



August 22, 2006
10:00 a.m.

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

ADDENDUM to Posting #2006-089

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for August 22, 2006 at 10:00 A.M.

AMEND TO DELETE:

- 12. (F) SET SHERIFFS' AND CONSTABLES' FEES – AS SUBMITTED ✓
Item to be re-scheduled for September 12, 2006. ✓

AMEND TO ADD:

- 16. CONSIDER APPROVAL TO ISSUE REQUEST FOR PROPOSALS FOR INDIGENT DEFENSE CONTRACT FOR POLK COUNTY.
- 17. DISCUSS ANIMAL CONTROL/REGULATION AND CONSIDER ORDER FOR REFERENDUM ELECTION.
- 18. DISCUSS REVENUES FROM CONTRACT OPERATION OF COUNTY LANDFILL AND CONSIDER POSSIBLE CONTRACT AMENDMENT.
- 19. CONSIDER ANY/ALL NECESSARY ACTION AND RELATED UPDATES TO THE MASTER STREET ADDRESS GUIDE (MSAG) FOR;
 - PCT. 1: Knollwood Drive, Rolling Rock Drive, Shelter Cove Court, Shelter Lane, ~~Coy Dotson Rd.~~ *Delete*
 - PCT. 3: Ozra Rd., ~~Hayfield Ranch Rd.~~ *Delete*
 - PCT. 4: Murphy Rd.

Dated: Friday, August 18, 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, August 18, 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).

BARBARA MIDDLETON, COUNTY CLERK

BY Schelana Walker, Deputy

FILED FOR RECORD
2006 AUG 18 P 4:25
BARBARA MIDDLETON
COUNTY CLERK

STATE OF TEXAS §

DATE: AUGUST 22, 2006

COUNTY OF POLK §

REGULAR MEETING

All members - Present

COMMISSIONERS COURT
AGENDA POSTING #2006 - 089

BE IT REMEMBERED ON THIS THE 22nd DAY OF AUGUST, 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, & VERNON LOFTIN,
INTERIUM 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 GIVEN BY JUDY ISAACS, PERSONNEL DIRECTOR.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.

2. PUBLIC COMMENTS:
RICHARD "DICK" COOLEY, RETIRING DIRECTOR OF POLK COUNTY CHAPTER OF AMERICAN RED CROSS, THANKED THE COURT FOR ALL THEIR HELP DURING HIS TENURE OF (17) YEARS. HE INTRODUCED FRAN PARENT THAT WILL BE FILLING HIS POSITION AFTER SEPTEMBER 1st, 2006.

3. INFORMATIONAL REPORTS:
A. COMMISSIONER RONNIE VINCENT INVITED EVERYONE TO ONALASKA FOR 14th ANNUAL GO TEXAN BAR-B-QUE COOK OFF, BEING HELD AT THE LAKESIDE RV PARK & CAMPGROUND, FRIDAY NIGHT & SATURDAY, AUGUST 25th & 26th.

5. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE "RESOLUTION" RECOGNIZING THE SERVICE OF DICK COOLEY – POLK COUNTY CHAPTER OF THE AMERICAN RED CROSS.
ALL VOTING YES. (SEE ATTACHED)

12. **CONSENT AGENDA:**
MOTIONED BY JUDGE THOMPSON, SECONDED BY RONNIE, TO APPROVE THE FOLLOWING ITEMS, AS LISTED BELOW.
ALL VOTING YES.
 - A. APPROVE MINUTES OF PREVIOUS MEETING, (AUGUST 8, 2006 REGULAR).
 - B. APPROVAL OF FINAL PLAT FOR SCENIC WOOD SUBDIVISION.
 - C. APPROVAL TO ADVERTISE FOR PURCHASE OF ONE-TON DIESEL FLAT BED EXTENDED CAB TRUCK WITH LIFT GATE FOR MAINTENANCE ENGINEERING.
 - D. APPROVAL OF RESOLUTION IN SUPPORT OF OWNER OCCUPIED HOUSING REHABILITATION / REPLACEMENT PROGRAM , APPLYING FOR ADDITIONAL FUNDING. (SEE ATTACHED)
 - E. SET COUNTY ROAD AND BRIDGE FEE – NO CHANGE/S. (SEE ATTACHED)
 - F. DELETED – RESET FOR SEPTEMBER 12, 2006.
 - G. APPROVAL OF BUDGET REVISIONS #2006-21, AS PRESENTED BY THE AUDITOR'S OFFICE. (SEE ATTACHED)
 - H. APPROVAL OF BUDGET AMENDMENTS #2006-21 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
 - I. APPROVAL OF SCHEDULE OF BILLS, INCLUDING ADDEMDUM/s. (SEE ATTACHED)

CONSENT AGENDA - ITEM I

DATE	AMOUNT	CHECK #
08/08/06	26,909.38	ACH 761
08/08/06	829,172.50	ACH 762
08/08/06	131,816.60	200379 - 200394
08/08/06	5,383.67	200395 - 200398
08/09/06	335.40	200399
08/11/06	36,400.16	ACH 763
08/11/06	8,512.74	ACH 764
08/11/06	24,342.28	ACH 765
08/11/06	215,726.53	ACH 766
08/11/06	3,291.99	ACH 767
08/11/06	2,004.00	95215 - 95323
08/11/06	720.00	95324 - 95356
08/11/06	1,314.00	95357 - 95402
08/11/06	528.00	95403 - 95461
08/11/06	330.00	95462 - 95482
08/11/06	2,622.00	95483 - 95520
08/11/06	2,226.00	95521 - 95590
08/11/06	1,500.00	95591 - 95655
08/11/06	270.00	95656 - 95700
08/11/06	2,406.00	95701 - 95765
08/16/06	4,107.14	200400 - 200405
08/16/06	3,000.00	95766 - 95783
08/16/06	306,444.43	200406 - 200609
08/16/06	6,756.82	200610 - 200621
08/21/06	441,263.02	Addendum (To appear on future schedule)
TOTAL	\$ 2,057,382.66	

J. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)

4. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO RECEIVE THE OATH AND BOND OF VERNON LOFTIN, APPOINTED INTERIM COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, TO RECEIVE PETITION CALLING FOR ELECTION (NOVEMBER 7, 2006) TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS IN THE UNINCORPORATED AREAS OF POLK COUNTY.
ALL VOTING YES. (SEE ATTACHED)
7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO AMEND AGREEMENT WITH SANTEK ENVIRONMENTAL FOR THE LEASING OF COUNTY EQUIPMENT, AND TO EXTEND LEASE OF COUNTY LANDFILL FOR ONE YEAR UNDER SAME TERMS.
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO SET THE PER DIEM REIMBURSEMENT OF \$40.00 PER DAY, FOR PERSONS SERVING ON THE JURY OF VIEW.
ALL VOTING YES.
9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO AMEND FY2006 OLDER AMERICANS ACT AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG) PREVIOUSLY APPROVED ON NOVEMBER 11, 2005, TO INCLUDE SENIOR CENTER OPERATIONS (\$16,788.00) AND NUTRITION EDUCATION (\$1,248.00).
ALL VOTING YES. (SEE ATTACHED)

10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO **AWARD BID #2006-18** "REPAIR/REPLACEMENT OF **FIVE (5) BRIDGES** LOCATED IN **PRECINCT #4**, AS FOLLOWS;
 DRY BRANCH OF MENARD CREEK-TRAM ROAD - **\$17,926.00 L & W LaFOUR & SONS**
 WEST SPRING BRANCH-TURKEY CREEK DRIVE - **\$15,000.00 L & W LaFOUR & SONS**
 BLUFF CREEK-DARDEN ROAD - **\$31,550.00 L & W LaFOUR & SONS**
 LITTLE KIMBLE CREEK-DILLON ROAD - **\$29,728.00 L & W LaFOUR & SONS**
 TURKEY CREEK-MILL GATE ROAD - **\$17,900.00 DAVIS & BROWN CONSTRUCTION**
 ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO **RE-ADVERTISE FOR BIDS #2006-18** – REPAIR/REPLACEMENT OF **SUGAR ROAD BRIDGE** LOCATED IN **PRECINCT #3**, AS NO BIDS WERE RECEIVED.
 ALL VOTING YES.
16. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO ISSUE **REQUEST FOR PROPOSALS (RFP's) FOR INDIGENT EDFENSE CONTRACT** FOR POLK COUNTY.
 ALL VOTING YES.
17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ORDER THE PROPOSITION "**REGISTRATION OF AND REGISTRATION FEES FOR DOGS**" TO BE PLACED ON THE **NOVEMBER 7, 2006 "GENERAL ELECTION"** BALLOT.
 ALL VOTING YES.
18. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO DISCUSS REVENUES FROM CONTRACT OPERATION OF COUNTY LANDFILL BY **SANTEK** AND **APPROVE CONTRACT AMENDMENT** TO ALSO REDUCE AMOUNT OF SURETY BOND.
 ALL VOTING YES. (SEE ATTACHED)
19. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS , TO APPROVE **UPDATES TO THE MASTER STREET ADDRESS GUIDE (MSAG)** AS FOLLOWS;
 PCT #1 – Adding Knollwood Drive, Rolling Rock Drive, Shelter Cove Court, and Shelter Lane
 PCT #3 – Adding Ozra Road
 PCT #4 – Correcting mileage to reflect 0.323 mi. as county maintained on Murphy Road
 ALL VOTING YES. (SEE ATTACHED)
- RECESS – 10:30 A.M.** (15 minute break)
- RECONVENE – 10:43 A.M.**
13. **BUDGET WORKSHOP**
 DISCUSSION OF PROPOSED SALARIES, EXPENSES & ALLOWANCES OF ELECTED OFFICIALS FY 2007.

14. DISCUSSION OF PROPOSED 2006 TAX RATE OF .6277 / \$100.00 (TO FUND FY2007 BUDGET) MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO SET PROPOSED TAX RATE AND ANNOUNCE MEETING FOR SEPTEMBER. 12, 2006 AT 10:00 AM. MOTION AMENDED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO TAKE A RECORD VOTE TO PLACE A PROPOSAL TO ADOPT THE RATE OF .6277 ON THE AGENDA FOR SEPTEMBER 12, 2006 AT 10:00 A.M. AND SCHEDULE TWO "PUBLIC HEARINGS" ON THE PROPOSED RATE FOR AUGUST 31, 2006 AT 9:00 AM, & SEPTEMBER 6, 2006 AT 4:00 PM. IN THE COMMISSIONERS COURTROOM, MAIN COURTHOUSE, LIVINGSTON, TEXAS.

VOTES RECORDED AS FOLLOWS:

- JUDGE JOHN P. THOMPSON.....YES
- COMMISSIONER BOB WILLIS.....YES
- COMMISSIONER RONNIE VINCENT.....YES
- COMMISSIONER JAMES J. "Buddy" PURVIS.....YES
- COMMISSIONER TOMMY OVERSTREET.....YES

15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO SCHEDULE A "PUBLIC HEARING" ON FY2007 BUDGET FOR SEPTEMBER 12, 2006 AT 9:00 AM. ALL VOTING YES.

ADJOURN:

MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 22ND DAY OF AUGUST, 2006 AT 11:45 AM. ALL VOTING YES.



 JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


 BARBARA MIDDLETON, COUNTY CLERK
 C:\Barbara M\COMMCRT.2006\AUG 22.2006.wpd

STATE OF TEXAS §

DATE: AUGUST 22, 2006

COUNTY OF POLK §

REGULAR MEETING

All members - Present

****AMENDED******COMMISSIONERS COURT
AGENDA POSTING #2006 - 089**

BE IT REMEMBERED ON THIS THE 22nd DAY OF AUGUST, 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, & VERNON LOFTIN, INTERIUM 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 GIVEN BY JUDY ISAACS, PERSONNEL DIRECTOR.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.

2. PUBLIC COMMENTS:

RICHARD "DICK" COOLEY, RETIRING DIRECTOR OF POLK COUNTY CHAPTER OF AMERICAN RED CROSS, THANKED THE COURT FOR ALL THEIR HELP DURING HIS TENURE OF (17) YEARS. HE INTRODUCED FRAN PARENT THAT WILL BE FILLING HIS POSITION AFTER SEPTEMBER 1st, 2006.

3. INFORMATIONAL REPORTS:
 - A. COMMISSIONER RONNIE VINCENT INVITED EVERYONE TO ONALASKA FOR 14th ANNUAL GO TEXAN BAR-B-QUE COOK OFF, BEING HELD AT THE LAKESIDE RV PARK & CAMPGROUND, FRIDAY NIGHT & SATURDAY, AUGUST 25th & 26th.

5. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE THE "RESOLUTION" RECOGNIZING THE SERVICE OF DICK COOLEY – POLK COUNTY CHAPTER OF THE AMERICAN RED CROSS.
ALL VOTING YES. (SEE ATTACHED)

12. **CONSENT AGENDA:**

MOTIONED BY JUDGE THOMPSON, SECONDED BY RONNIE, TO APPROVE THE FOLLOWING ITEMS, AS LISTED BELOW.

ALL VOTING YES.

 - A. APPROVE MINUTES OF PREVIOUS MEETING, (AUGUST 8, 2006 REGULAR).
 - B. APPROVAL OF FINAL PLAT FOR SCENIC WOOD SUBDIVISION.
 - C. APPROVAL TO ADVERTISE FOR PURCHASE OF ONE-TON DIESEL FLAT BED EXTENDED CAB TRUCK WITH LIFT GATE FOR MAINTENANCE ENGINEERING.
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 - E. SET COUNTY ROAD AND BRIDGE FEE – NO CHANGE/S. (SEE ATTACHED)
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 - G. APPROVAL OF BUDGET REVISIONS #2006-21, AS PRESENTED BY THE AUDITOR'S OFFICE. (SEE ATTACHED)
 - H. APPROVAL OF BUDGET AMENDMENTS #2006-21 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
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08/21/06	441,263.02	Addendum (To appear on future schedule)
TOTAL	\$ 2,057,382.66	

J. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)

4. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO RECEIVE THE OATH AND BOND OF VERNON LOFTIN, APPOINTED INTERIM COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, TO RECEIVE PETITION CALLING FOR ELECTION (NOVEMBER 7, 2006) TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS IN THE UNINCORPORATED AREAS OF POLK COUNTY.
ALL VOTING YES. (SEE ATTACHED)
7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO AMEND AGREEMENT WITH SANTEK ENVIRONMENTAL FOR THE LEASING OF COUNTY EQUIPMENT, AND TO EXTEND LEASE OF COUNTY LANDFILL FOR ONE YEAR UNDER SAME TERMS.
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO SET THE PER DIEM REIMBURSEMENT OF \$40.00 PER DAY, FOR PERSONS SERVING ON THE JURY OF VIEW.
ALL VOTING YES.
9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO AMEND FY2006 OLDER AMERICANS ACT AGREEMENT WITH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS (DETCOG) PREVIOUSLY APPROVED ON NOVEMBER 11, 2005, TO INCLUDE SENIOR CENTER OPERATIONS (\$16,788.00) AND NUTRITION EDUCATION (\$1,248.00).
ALL VOTING YES. (SEE ATTACHED)

****AMENDED***

10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO **AWARD BID #2006-18 "REPAIR/REPLACEMENT OF FIVE (5) BRIDGES LOCATED IN PRECINCT #4, AS FOLLOWS; DRY BRANCH - MENARD CREEK -TRAM ROAD - \$17,926.00 TO DAVIS & BROWN CONSTRUCTION, WEST SPRING BRANCH-TURKEY CREEK DRIVE - \$15,000.00 TO L & W LaFOUR & SONS, BLUFF CREEK-DARDEN ROAD - \$31,550.00 TO L & W LaFOUR & SONS, AND LITTLE KIMBLE CREEK-DILLON ROAD - \$29,728.00 TO L & W LaFOUR & SONS, AND TURKEY CREEK - MILL GATE ROAD - \$17,900.00 TO DAVIS & BROWN CONSTRUCTION** WITH FUNDING METHOD OF SUBJECT BRIDGE PROJECTS TO QUALIFY UNDER THE COUNTY'S BRIDGE REPLACEMENT POLICY BY PAYMENT FROM ROAD & BRIDGE FUND BALANCE AND INCLUSION ON REIMBURSEMENT RESOLUTION FOR FUTURE ISSUANCE OF DEBT.
ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO **RE-ADVERTISE FOR BIDS #2006-18 – REPAIR/REPLACEMENT OF SUGAR ROAD BRIDGE LOCATED IN PRECINCT #3, AS NO BIDS WERE RECEIVED.**
ALL VOTING YES.
16. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO ISSUE **REQUEST FOR PROPOSALS (RFP's) FOR INDIGENT EDFENSE CONTRACT FOR POLK COUNTY.**
ALL VOTING YES.
17. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ORDER THE PROPOSITION **"REGISTRATION OF AND REGISTRATION FEES FOR DOGS"** TO BE PLACED ON THE **NOVEMBER 7, 2006 "GENERAL ELECTION"** BALLOT.
ALL VOTING YES.
18. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO DISCUSS REVENUES FROM CONTRACT OPERATION OF COUNTY LANDFILL BY **SANTEK AND APPROVE CONTRACT AMENDMENT** TO ALSO REDUCE AMOUNT OF SURETY BOND.
ALL VOTING YES. (SEE ATTACHED)
19. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS , TO APPROVE **UPDATES TO THE MASTER STREET ADDRESS GUIDE (MSAG) AS FOLLOWS;**
PCT #1 – Adding Knollwood Drive, Rolling Rock Drive, Shelter Cove Court, and Shelter Lane
PCT #3 – Adding Ozra Road
PCT #4 – Correcting mileage to reflect 0.323 mi. as county maintained on Murphy Road
ALL VOTING YES. (SEE ATTACHED)

RECESS – 10:30 A.M. (15 minute break)

RECONVENE – 10:43 A.M.

13. **BUDGET WORKSHOP**
DISCUSSION OF PROPOSED SALARIES, EXPENSES & ALLOWANCES OF ELECTED OFFICIALS FY 2007.

14. DISCUSSION OF PROPOSED 2006 TAX RATE OF .6277 / \$100.00 (TO FUND FY2007 BUDGET) MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO SET PROPOSED TAX RATE AND ANNOUNCE MEETING FOR SEPTEMBER 12, 2006 AT 10:00 AM. MOTION AMENDED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO TAKE A RECORD VOTE TO PLACE A PROPOSAL TO ADOPT THE RATE OF .6277 ON THE AGENDA FOR SEPTEMBER 12, 2006 AT 10:00 A.M. AND SCHEDULE TWO "PUBLIC HEARINGS" ON THE PROPOSED RATE FOR AUGUST 31, 2006 AT 9:00 AM, & SEPTEMBER 6, 2006 AT 4:00 PM. IN THE COMMISSIONERS COURTROOM, MAIN COURTHOUSE, LIVINGSTON, TEXAS.

VOTES RECORDED AS FOLLOWS:


- JUDGE JOHN P. THOMPSON.....YES
- COMMISSIONER BOB WILLIS.....YES
- COMMISSIONER RONNIE VINCENT.....YES
- COMMISSIONER JAMES J. "Buddy" PURVIS.....YES
- COMMISSIONER TOMMY OVERSTREET.....YES

15. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO SCHEDULE A "PUBLIC HEARING" ON FY2007 BUDGET FOR SEPTEMBER 12, 2006 AT 9:00 AM. ALL VOTING YES.

ADJOURN:

MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 22ND DAY OF AUGUST, 2006 AT 11:45 AM. ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK
C:\Barbara M\COMMCRT.2006\AUG 22.2006.wpd



RESOLUTION

Of The Polk County Commissioners Court

Honoring the Service Of

Dick Cooley

WHEREAS, Dick Cooley has dedicated himself to the safety and well-being of the citizens of Polk County and countless others through his work with the American Red Cross and his support and direction of the Polk County Chapter of the American Red Cross; and

WHEREAS, Dick has personally responded to countless individual and family emergencies, rendering aid and comfort to those in need and assisting in their recovery and rehabilitation. He has availed himself to the County in every way imaginable to ensure that Red Cross resources are present and utilized. With a volunteer staff and workforce, Dick has established a Red Cross presence in education, training and response and has worked tirelessly to maintain the level of services provided by our local Chapter. Dick has answered the call to areas devastated by disaster outside of Polk County, throughout the nation, and has served those areas in addition to his own; and

WHEREAS, upon his retirement, Polk County wishes to acknowledge the dedication, caring, involvement and support that Dick Cooley has given to the Polk County Chapter of the American Red Cross and to the citizens of this County.

NOW, THEREFORE, this Resolution shall be entered into the record of the Court, recognizing the exemplary service and contribution of Dick Cooley and offering the sincere appreciation and gratitude of the Polk County Commissioners Court and the people of Polk County.

RESOLVED this 22nd Day of August, 2006.

John P. Thompson
County Judge
Polk County, Texas

#12(D)

COPY

RESOLUTION

A RESOLUTION OF SUPPORT OF THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF POLK, TEXAS, AUTHORIZING THE SUBMISSION OF A HOME PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HOME FUNDS: AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE PROGRAM.

WHEREAS, the County Commissioners of the County of Polk desires to develop a viable urban community, including decent housing and a suitable living environment principally for persons of low to moderate income; and

WHEREAS, the hurricane of September 23, 2005 destroyed or severely damaged owner occupied houses in County; and

WHEREAS, these families have been forced to live in substandard conditions which represent a health and safety threat to these residents; and

WHEREAS, the County Commissioners Court supports the County's application for funding:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF THE COUNTY OF POLK, TEXAS:

1. That a HOME application for HOME funds is hereby authorized to be filed on behalf of the County with the Texas Department of Housing and Community Affairs.
2. That the applications be for \$500,000 of grant funds to carry out owner occupied housing rehabilitation / replacement costs and \$20,000 for administrations funds.
3. That the County Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the HOME Program.
4. That the County will use grant funds to assist only those owner occupied homeowners directly affected by the Hurricane Rita disaster which occurred on September 23, 2005.

PASSED AND APPROVED THIS 22nd DAY OF August, 2006.



John P. Thompson
 John P. Thompson, County Judge

Bob Willis
 Bob Willis, Commissioner Pct. 1

Ronnie Vincent
 Ronnie Vincent, Commissioner Pct. 2

James J. "Buddy" Purvis
 James J. "Buddy" Purvis, Commissioner Pct. 3

Tommy Overstreet
 Tommy Overstreet, Commissioner Pct. 4

Attest:
Barbara Middleton
 Barbara Middleton, County Clerk

#12(E)



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

Imposition of Extra Fees Calendar Year 2007

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2007 (January 1 through December 31, 2007) in accordance with Transportation Code § 502.172 and § 502.173.

For calendar year 2007, **Polk** County will:

1. Retain the current fees of \$ 11.50. (No court order required)
2. Impose a new County Road and Bridge Fee of \$ _____.
(Court order required prior to September 1)
3. Impose a new Child Safety Fund Fee of \$ _____.
(Court order required prior to September 10)
4. Discontinue the County Road and Bridge Fee of \$ _____.
(Court order required prior to September 1)
5. Discontinue the Child Safety Fund Fee of \$ _____.
(Court order required prior to September 1)
6. Impose TOTAL fees of \$ _____.

If you indicate that action will be taken as stated in 2, 3, 4, and/or 5 above, please submit a County Commissioner's Court Order to that effect prior to the applicable statutory date shown above.

Please return your county's intentions for calendar year 2007 in the enclosed postage-paid self-addressed envelope as soon as possible. A faxed response to (512) 465-3034 will also be acceptable. However, if such response requires a County Commissioners Court Order, we request that the original order be mailed to reach us no later than the date indicated above. Thank you very much.

VOL.

52 PAGE **1718**

#12(G)

Revisions
#2006-21

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	15,839.46
011 HOTEL OCCUPANCY TAX FUND	3,048.70
015 ROAD & BRIDGE ADM	47,068.00
017 LATERAL ROAD FUND	47,068.00-
040 LAW LIBRARY FUND	939.46-
051 AGING	.00
093 CO CLERK RECORDS MGMT FUND	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS

Beggy Tyson

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
SUMMARY - CONSTABLE, PCT#3								
TOTAL AMENDMENTS				4	TOTAL CHANGES	.00		
2006 010-560-106	TRA OVERTIME SALAR	08/08/2006	2K6A20	99,807.78	117,460.23	17,652.45	AMEND TRA REIMBURSE	PT
2006 010-560-201	SOCIAL SECURITY	08/08/2006	2K6A20	116,185.74	117,536.15	1,350.41	RECORD CK TRA REIMBURSE	SHE PT
2006 010-560-203	RETIREMENT	08/08/2006	2K6A20	1,248.03	1,248.03	0.00	RECORD CK TRA REIMBURSE	SHE PT
2006 010-560-204	WORKERS COMPENSAT	08/08/2006	2K6A20	80,375.26	81,926.06	1,550.80	RECORD CK TRA REIMBURSE	SHE PT
2006 010-560-393	LAW ENFORCEMENT SU	08/16/2006	2K6R21	46,537.00	51,537.00	5,000.00	MOVED FUNDS FROM MISCELLANE	PT
2006 010-560-423	MOBIL PHONES	08/16/2006	2K6R21	17,500.00	18,500.00	1,000.00	MOVED FUNDS FROM MISCELLANE	PT
2006 010-560-490	MISCELLANEOUS	08/16/2006	2K6R21	35,974.38	34,974.38	-1,000.00	MOVE FUNDS TO MOBILE PHONES	PT
2006 010-560-490	MISCELLANEOUS	08/16/2006	2K6R21	34,974.38	29,974.38	-5,000.00	MOVE FUNDS TO LAW ENFORC	SU PT
EXPENSE SUMMARY - SHERIFF DEPT				9	TOTAL CHANGES	20,952.88		
2006 010-645-108	SALARIES - PART/TI	08/08/2006	2K6R21	17,060.00	18,060.00	1,000.00	MOVED FUNDS FROM IND HLTH	C PT
2006 010-645-404	INDIGENT HEALTH CA	08/08/2006	2K6R21	144,000.00	143,000.00	-1,000.00	MOVE FUNDS TO PART TIME	EMP PT
EXPENSE SUMMARY - SOCIAL SERV				2	TOTAL CHANGES	.00		
2006 010-665-425	CEA-SPECIAL TRAVEL	08/10/2006	2K6R21	5,430.00	3,360.00	-2,070.00	MOVE FUNDS TO COMPUTER	MAIN PT
2006 010-665-425	CEA-SPECIAL TRAVEL	08/10/2006	2K6R21	3,360.00	5,430.00	2,070.00	AMEND PREVIOUSSE ENTRY	PT
EXPENSE SUMMARY - EXT OFFICE				2	TOTAL CHANGES	.00		
2006 011-401-489	PRO-RATA HOTEL TAX	08/08/2006	2K6A20	6,048.70	9,048.70	3,048.70	MOVE FUNDS FOR HULK	PT
2006 011-401-489	PRO-RATA HOTEL TAX	08/08/2006	2K6A20	6,048.70	3,000.00	-3,000.00	MOVE FUNDS TO HOTEL TAX	SHA PT
2006 011-401-489	PRO-RATA HOTEL TAX	08/09/2006	2K6A20	6,048.70	9,048.70	3,000.00	AMEND PREVIOUSSE ENTRY	PT
TOTAL AMENDMENTS				3	TOTAL CHANGES	3,048.70		
2006 015-621-339	CONSTRUCTION CONTR	08/18/2006	2K6R21	158,904.99	169,323.99	10,419.00	MOVE FUNDS FROM LATERAL	ROA PT
PRECINCT #1 - EXPENSE SUMMARY				1	TOTAL CHANGES	10,419.00		
2006 015-622-354	TIRES/TUBES	08/21/2006	2K6R21	7,500.00	11,500.00	4,000.00	MOVED FUNDS FROM TRAVEL/TRA	PT
2006 015-622-427	TRAVEL/TRAINING	08/21/2006	2K6R21	7,250.00	3,250.00	-4,000.00	MOVE FUNDS TO TIRES/TUBES	PT
2006 015-622-456	PARTS & REPAIR	08/21/2006	2K6R21	60,100.00	66,100.00	6,000.00	MOVED FUNDS FROM MISC	R VI PT
2006 015-622-490	MISCELLANEOUS	08/21/2006	2K6R21	44,292.33	38,292.33	-6,000.00	MOVE FUNDS TO PARTS/REPAIR	PT
TOTAL AMENDMENTS				4	TOTAL CHANGES	.00		
2006 015-623-339	CONSTRUCTION CONTR	08/08/2006	2K6A20	80,500.00	92,687.00	12,187.00	MOVE FUNDS FROM LATERAL	RD PT
2006 015-623-456	PARTS & REPAIRS	08/09/2006	2K6A20	47,574.33	51,825.24	4,250.91	MOVE FUNDS FROM LAT RD	EXPE PT
PRECINCT #3 - EXPENSE SUMMARY				3	TOTAL CHANGES	36,649.00		
2006 015-624-354	TIRES/TUBES	08/08/2006	2K6R21	11,500.00	13,500.00	2,000.00	MOVED FUNDS FROM 490	PT
2006 015-624-354	TIRES/TUBES	08/08/2006	2K6R21	13,500.00	15,500.00	2,000.00	MOVED FUNDS FROM 456	PT
2006 015-624-456	PARTS & REPAIRS	08/08/2006	2K6R21	64,000.00	62,000.00	-2,000.00	MOVED FUNDS TO 354	PT
2006 015-624-490	MISCELLANEOUS	08/08/2006	2K6R21	23,148.81	21,148.81	-2,000.00	MOVE FUNDS TO 354	PT
TOTAL AMENDMENTS				4	TOTAL CHANGES	.00		
2006 017-621-339	PCT 1 LATERAL ROAD	08/18/2006	2K6R21	10,419.00	.00	-10,419.00	MOVE FUNDS TO CONST	MATERIA PT
TOTAL AMENDMENTS				1	TOTAL CHANGES	10,419.00		
2006 017-623-339	CONSTRUCTION CONTR	08/08/2006	2K6A20	12,231.00	12,231.00	0.00	MOVED FUNDS FROM LATERAL	RD PT
2006 017-623-456	PARTS & REPAIRS	08/09/2006	2K6A20	47,574.33	59,805.33	12,231.00	MOVED FUNDS FROM LATERAL	RD PT
PRECINCT #3 - EXPENSE SUMMARY				3	TOTAL CHANGES	36,649.00		
2006 017-624-354	TIRES/TUBES	08/08/2006	2K6R21	11,500.00	13,500.00	2,000.00	MOVED FUNDS FROM 490	PT
2006 017-624-354	TIRES/TUBES	08/08/2006	2K6R21	13,500.00	15,500.00	2,000.00	MOVED FUNDS FROM 456	PT
2006 017-624-456	PARTS & REPAIRS	08/08/2006	2K6R21	64,000.00	62,000.00	-2,000.00	MOVED FUNDS TO 354	PT
2006 017-624-490	MISCELLANEOUS	08/08/2006	2K6R21	23,148.81	21,148.81	-2,000.00	MOVE FUNDS TO 354	PT
TOTAL AMENDMENTS				4	TOTAL CHANGES	.00		
2006 017-621-339	PCT 1 LATERAL ROAD	08/18/2006	2K6R21	10,419.00	.00	-10,419.00	MOVE FUNDS TO CONST	MATERIA PT
TOTAL AMENDMENTS				1	TOTAL CHANGES	10,419.00		
2006 017-623-339	CONSTRUCTION CONTR	08/08/2006	2K6A20	12,231.00	12,231.00	0.00	MOVED FUNDS FROM LATERAL	RD PT
2006 017-623-456	PARTS & REPAIRS	08/09/2006	2K6A20	47,574.33	59,805.33	12,231.00	MOVED FUNDS FROM LATERAL	RD PT
PRECINCT #3 - EXPENSE SUMMARY				3	TOTAL CHANGES	36,649.00		
2006 017-624-354	TIRES/TUBES	08/08/2006	2K6R21	11,500.00	13,500.00	2,000.00	MOVED FUNDS FROM 490	PT
2006 017-624-354	TIRES/TUBES	08/08/2006	2K6R21	13,500.00	15,500.00	2,000.00	MOVED FUNDS FROM 456	PT
2006 017-624-456	PARTS & REPAIRS	08/08/2006	2K6R21	64,000.00	62,000.00	-2,000.00	MOVED FUNDS TO 354	PT
2006 017-624-490	MISCELLANEOUS	08/08/2006	2K6R21	23,148.81	21,148.81	-2,000.00	MOVE FUNDS TO 354	PT
TOTAL AMENDMENTS				4	TOTAL CHANGES	.00		
2006 017-621-339	PCT 1 LATERAL ROAD	08/18/2006	2K6R21	10,419.00	.00	-10,419.00	MOVE FUNDS TO CONST	MATERIA PT
TOTAL AMENDMENTS				1	TOTAL CHANGES	10,419.00		
2006 017-623-339	CONSTRUCTION CONTR	08/08/2006	2K6A20	12,231.00	12,231.00	0.00	MOVED FUNDS FROM LATERAL	RD PT
2006 017-623-456	PARTS & REPAIRS	08/09/2006	2K6A20	47,574.33	59,805.33	12,231.00	MOVED FUNDS FROM LATERAL	RD PT
PRECINCT #3 - EXPENSE SUMMARY				3	TOTAL CHANGES	36,649.00		
2006 017-624-354	TIRES/TUBES	08/08/2006	2K6R21	11,500.00	13,500.00	2,000.00	MOVED FUNDS FROM 490	PT
2006 017-624-354	TIRES/TUBES	08/08/2006	2K6R21	13,500.00	15,500.00	2,000.00	MOVED FUNDS FROM 456	PT
2006 017-624-456	PARTS & REPAIRS	08/08/2006	2K6R21	64,000.00	62,000.00	-2,000.00	MOVED FUNDS TO 354	PT
2006 017-624-490	MISCELLANEOUS	08/08/2006	2K6R21	23,148.81	21,148.81	-2,000.00	MOVE FUNDS TO 354	PT
TOTAL AMENDMENTS				4	TOTAL CHANGES	.00		
2006 017-621-339	PCT 1 LATERAL ROAD	08/18/2006	2K6R21	10,419.00	.00	-10,419.00	MOVE FUNDS TO CONST	MATERIA PT
TOTAL AMENDMENTS				1	TOTAL CHANGES	10,419.00		

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2006 040-650-334	OPERATING EXPENSE	08/16/2006	2K6R21	13,200.00	12,260.54		939.46-	PT
	EXPENSE SUMMARY - LAW LIBRARY		TOTAL AMENDMENTS	1	TOTAL CHANGES		939.46-	
2006 051-645-333	RAW FOOD	08/16/2006	2K6R21	52,075.25	50,975.25		1,100.00-	PT
2006 051-645-572	EQUIPMENT	08/16/2006	2K6R21	600.00	1,700.00		1,100.00	PT
	EXPENSE SUMMARY - AGING DEPT		TOTAL AMENDMENTS	2	TOTAL CHANGES		.00	
2006 093-403-435	MICROFILM & REPAIR	08/10/2006	2K6R21	1,820.00	1,470.00		350.00-	PT
2006 093-403-572	EQUIPMENT/COMPUTER	08/10/2006	2K6R21	4,399.10	5,283.10		884.00	PT
2006 093-403-572	EQUIPMENT/COMPUTER	08/21/2006	2K6R21	5,283.10	4,749.10		534.00-	PT
			TOTAL AMENDMENTS	3	TOTAL CHANGES		.00	

#12(H)

Budget #2006-21(A)
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
415 ROAD & BRIDGE ADM	19,000.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

B. L. DOCKENS
~~SCAFF-REPTOR~~
 JOHN P. THOMPSON
 COUNTY JUDGE

Gregory Lupton
John P. Thompson

08/29/2006 16:31:51
 ACCOUNT NUMBER ACCOUNT NAME
 2006 015-621-571 ROAD MACHINERY/EQU 08/29/2006
 REPORT OF GENERAL LEDGER AMENDMENTS
 AMOUNT NUMBER OLD BUDGET AMENDED BUDGET AMOUNT OF CHANGE
 2166421 50,249.04 69,249.04 19,000.00
 TOTAL AMENDMENTS 1 TOTAL CHANGES 19,000.00
 GZL122 PAGE 1 CLK
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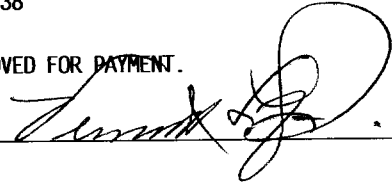
#12(I.)

SCHEDULE OF BILLS BY FUND

ACH 261

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	26,909.38
TOTAL OF ALL FUNDS	26,909.38

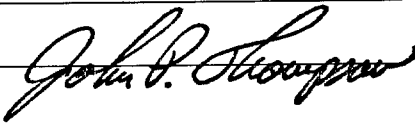
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Designated Signer
~~B. L. DOCKENS~~ 

COUNTY AUDITOR

JOHN P. THOMPSON

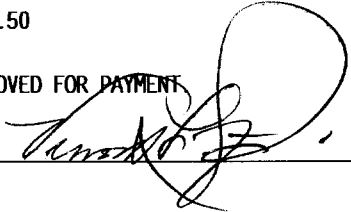
COUNTY JUDGE



ACH 762

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	829,172.50
TOTAL OF ALL FUNDS	829,172.50

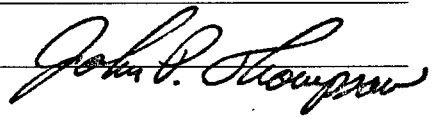
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

Designated Signon
~~B. L. DOCKENS~~ 

COUNTY AUDITOR

JOHN P. THOMPSON

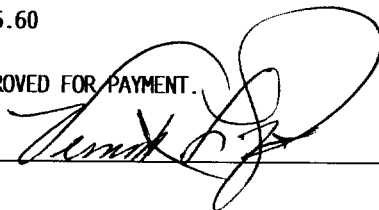
COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	119,598.06
011	HOTEL OCCUPANCY TAX FUND	3,166.70
015	ROAD & BRIDGE ADM	8,217.22
051	AGING	834.62
TOTAL OF ALL FUNDS		131,816.60

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

Designated Signer
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,827.63
015	ROAD & BRIDGE ADM	1,014.44
051	AGING	18.00
185	CCAP - JUVENILE PROBATION	523.60
TOTAL OF ALL FUNDS		5,383.67

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

Designated Signer
~~B. L. DOCKENS~~

[Handwritten Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Handwritten Signature]

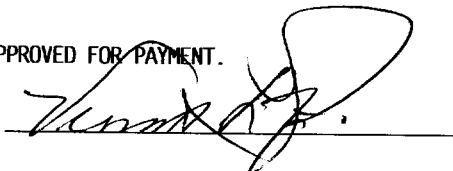
COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
090 DRUG FORFEITURE FUND	335.40

TOTAL OF ALL FUNDS	335.40

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

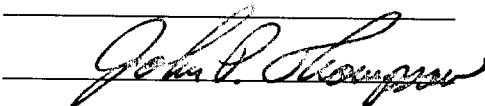
DESIGNATED SIGNOR
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

ACH 763

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	23,393.92
015	ROAD & BRIDGE ADM	6,370.98
027	SECURITY	188.80
051	AGING	631.94
083	MUSEUM OPERATING FUND	55.94
101	ADULT SUPERVISION	3,905.16
185	CCAP - JUVENILE PROBATION	1,853.42
TOTAL OF ALL FUNDS		36,400.16

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

Designated Signer
~~B. L. DOCKENS~~

[Handwritten Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Handwritten Signature]

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 764

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	5,471.06
015	ROAD & BRIDGE ADM	1,489.94
027	SECURITY	44.14
051	AGING	147.80
083	MUSEUM OPERATING FUND	13.08
101	ADULT SUPERVISION	913.28
185	CCAP - JUVENILE PROBATION	433.44
TOTAL OF ALL FUNDS		8,512.74

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

Designated Signer
B. L. DOCKENS

[Handwritten Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Handwritten Signature]

COUNTY JUDGE

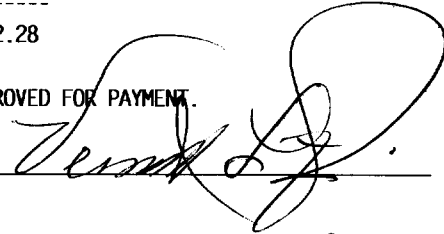
SCHEDULE OF BILLS BY FUND

ACH 765

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,523.79
015	ROAD & BRIDGE ADM	3,466.95
027	SECURITY	64.14
051	AGING	183.56
083	MUSEUM OPERATING FUND	19.16
101	ADULT SUPERVISION	2,913.17
185	CCAP - JUVENILE PROBATION	1,171.51
TOTAL OF ALL FUNDS		24,342.28

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

DESIGNATED SIGNOR
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON



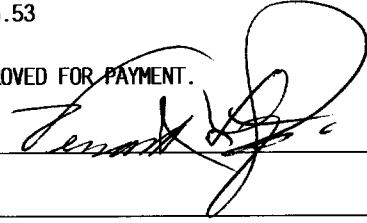
COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	138,053.65
015	ROAD & BRIDGE ADM	39,429.86
027	SECURITY	1,215.34
051	AGING	4,165.41
083	MUSEUM OPERATING FUND	365.95
101	ADULT SUPERVISION	21,761.08
185	CCAP - JUVENILE PROBATION	10,735.24
TOTAL OF ALL FUNDS		215,726.53

ACH 766

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

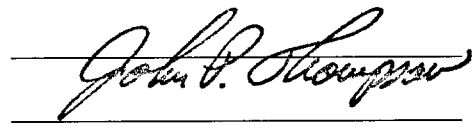
DESIGNATED SIGNOR
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

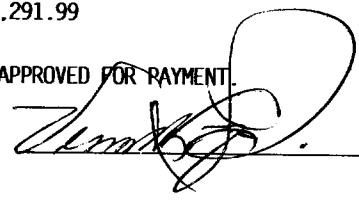
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,776.15
015 ROAD & BRIDGE ADM	515.84

TOTAL OF ALL FUNDS	3,291.99

ACH 767

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

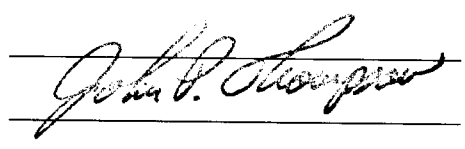
DESIGNATED SIGNOR
B. L. DOCKENS



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

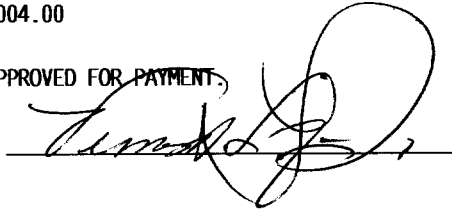


FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,004.00

TOTAL OF ALL FUNDS	2,004.00

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

Designated Signer
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON



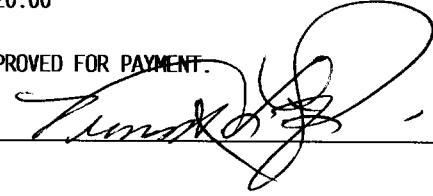
COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	720.00

TOTAL OF ALL FUNDS	720.00

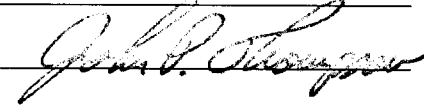
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Designated Signer
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON



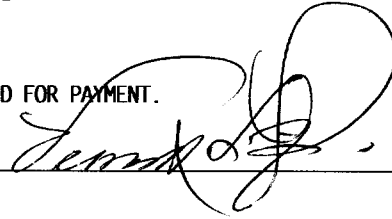
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,314.00
TOTAL OF ALL FUNDS	1,314.00

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

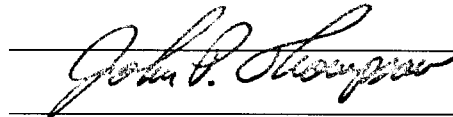
Designated Signer
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



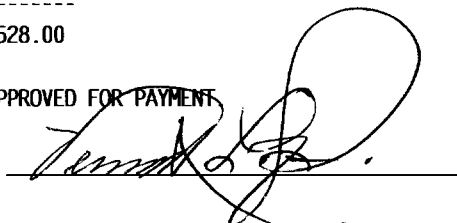
SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	528.00

TOTAL OF ALL FUNDS	528.00

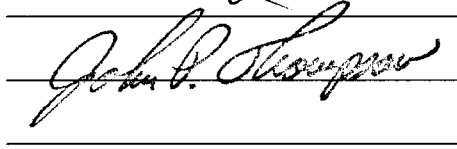
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

Designated Signer
~~B. L. BOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON



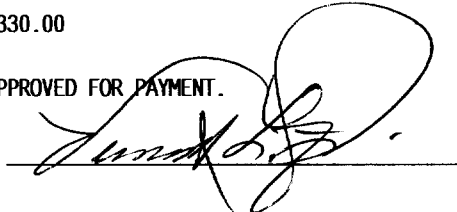
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	330.00
TOTAL OF ALL FUNDS	330.00

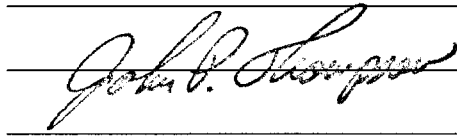
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Designated Signer
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON



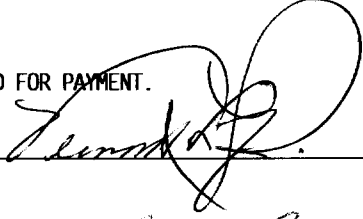
COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,622.00

TOTAL OF ALL FUNDS	2,622.00

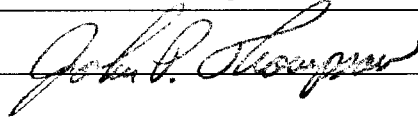
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Designated Signer
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,226.00

TOTAL OF ALL FUNDS	2,226.00

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

Designated Signer
~~B. L. DOCKENS~~

[Handwritten Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Handwritten Signature]

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,500.00

TOTAL OF ALL FUNDS	1,500.00

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

Designated Signer
~~B. L. DOCKENS~~

[Handwritten Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

[Handwritten Signature]

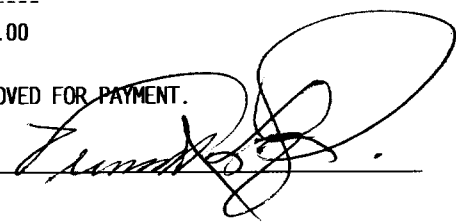
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	270.00
TOTAL OF ALL FUNDS	270.00

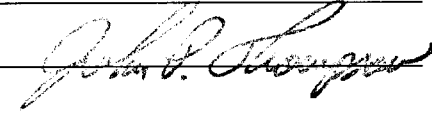
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

Designated Signer
~~B. L. DOCKERS~~



COUNTY AUDITOR

JOHN P. THOMPSON

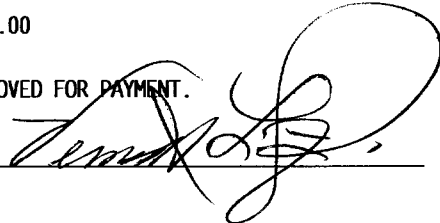


COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,406.00

TOTAL OF ALL FUNDS	2,406.00

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

Designated Signer
~~B. L. DOCKENS~~ 

COUNTY AUDITOR

JOHN P. THOMPSON

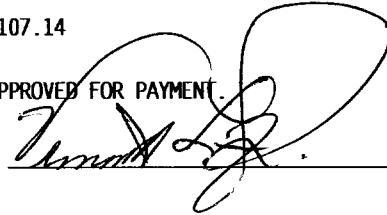
COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,248.07
015	ROAD & BRIDGE ADM	275.00
027	SECURITY	30.00
101	ADULT SUPERVISION	1,843.08
185	CCAP - JUVENILE PROBATION	710.99
TOTAL OF ALL FUNDS		4,107.14

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

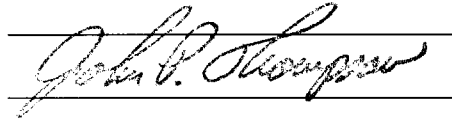
Designated Signer
~~B. L. DOCKENS~~



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



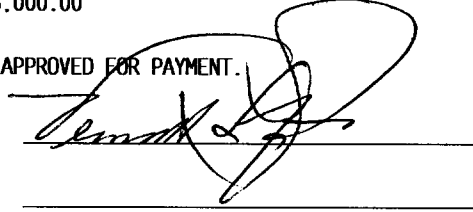
SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,000.00
TOTAL OF ALL FUNDS	3,000.00

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

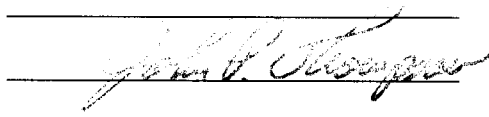
~~B. L. DOCKENS~~
 VERNON H. LUTIN
 J. P. M

COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	191,694.69
013	JP JUSTICE COURT TECHNOLOGY	1,107.00
015	ROAD & BRIDGE ADM	104,984.24
027	SECURITY	241.45
040	LAW LIBRARY FUND	829.78
051	AGING	4,116.71
061	DEBT SERVICE FUND	1,000.00
088	JUDICIARY FUND	582.85
090	DRUG FORFEITURE FUND	168.00
093	CO CLERK RECORDS MGMT FUND	1,719.71
TOTAL OF ALL FUNDS		306,444.43

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

~~R. L. BOCKENS~~
 VERNON H. LOFTIN
Loftin
 COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON
 COUNTY JUDGE

[Signature]

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6,756.82

TOTAL OF ALL FUNDS	6,756.82

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

Infirm
~~B. L. DOCKENS~~
 VERNON N. LOFTIN
 COUNTY AUDITOR

[Handwritten Signature]

JOHN P. THOMPSON
 COUNTY JUDGE

[Handwritten Signature]

VOL. 52 PAGE 1749

ADDENDUM
 SCHEDULE OF BILLS FOR
 AUGUST 22, 2006
 FY 2006

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
ANGELINA COLLEGE BUS. OF CONTINUING EDUCATION		JAIL	010-512-427	\$ 80.00
APPRISS, INC	VINE PROJECT	SHERIFF	010-560-400	\$ 7,548.00
CIVICGENICS, INC.	DETENTION	SHERIFF	010-512-440	\$ 15,846.00
DISTRICT ATTORNEY	DRUG SEIZE FORFEIT		090-222-000	\$ 1,286.36
EAST TEXAS ASPHALT, INC	ROAD MATERIAL	R&B#1	015-621-339	\$ 18,993.81
MONTGOMERY COUNTY JUV.	JUVENILE PROBATION	PROBATION	010-465-475	\$ 5,060.00
PAYROLL 8/22/2006	ESTIMATED PAYROLL	ALL DEPTS		\$ 366,880.23
POLK COUNTY DISTRICT CLK	DRUG SEIZE FORFEIT		090-222-000	\$ 210.00
RECURRING EXPENSES	SEPTEMBER 1 2006			\$ 15,391.50
SAM HOUSTON STATE UNIVE	JAILER SCHOOL	JAIL	010-512-427	\$ 180.00
SHERIFF DEPARTMENT	DRUG SEIZE FORFEIT		090-222-000	\$ 3,001.50
SAUNDRA MERRILL	DRUG SEIZE FORFEIT		090-222-000	\$ 4,403.73
WAL-MART	SUPPLIES	VARIOUS		\$ 2,461.89
TOTAL				<u>\$ 441,263.02</u>

John P. Thompson

#12 (J.) VOL.

COPY

DATE: AUGUST 9, 2006 to AUGUST 22, 2006

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	GERALD E. HILL	MAINTENANCE ENGINEERING	0805 MAINTENANCE TECHNICIAN	REGULAR FULL-TIME	16/01 \$25,019.72	EMERGENCY NEW HIRE EFFECTIVE 08/17/2006
(2)	MICHAEL ALAN SEALE	JAIL	1038 DEPUTY SHERIFF (TRANSPORT)	REGULAR FULL-TIME	17/01 \$26,286.35	RESIGNED EFFECTIVE 08/07/2006
(3)	WENDELL ALAN WILLS	MAINTENANCE CUSTODIAL	0803 CUSTODIAL/MAINTENANCE WORKER	REGULAR FULL-TIME	09/02 \$18,149.82	RESIGNED EFFECTIVE 08/11/2006
(4)	MISTY LYNN WIDEMAN	TREASURER	0803 CHIEF DEPUTY CLERK, TREASURER	REGULAR FULL-TIME	16/02 \$25,645.22	MERIT INCREASE TO 16/03, \$26,286.35 EFFECTIVE 08/23/2006
(5)	MARVIN RAYLYNN OGLETREE	SHERIFF	1037 DEPUTY SHERIFF (TRANSPORT)	REGULAR FULL-TIME	17/01 \$26,286.35	TRANSFER TO JAIL 1038 - DEPUTY SHERIFF (TRANSPORT), 17/01, \$26,286.35 EFFECTIVE 08/19/2006
(7)	TONYA RENEE PARK	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	13/01 \$10.37/HR	NEW HIRE EFFECTIVE 08/28/2006
(8)	JENNIFER LEAH PLACKER	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	13/01 \$10.37/HR	NEW HIRE EFFECTIVE 08/24/2006
(9)	HOLLY ANN COLE	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	13/01 \$10.37/HR	RECLAS. TO SHERIFF, REG. FULL-TIME - 1043 - TELECOM. OPER., 13/01, \$21,574.42 EFFECTIVE 08/27/2006
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
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(19)						
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(21)						
(22)						
(23)						

#4

STATE OF TEXAS § IN THE DISTRICT COURTS OF
COUNTY OF POLK § POLK COUNTY, TEXAS

APPOINTMENT OF INTERIM COUNTY AUDITOR

On this the 15th day of August, 2006, at a special meeting of the Honorable District Judges in and for Polk, County, Texas, the appointment of VERNON LOFTIN as Interim County Auditor of Polk County, Texas, in accordance with Chapter 84 of the Local Government Code was considered and agreed upon. Said appointment, after taking official oath of office and posting of the Statutory Bond, to begin effective the 15th day of August, 2006 and continue until a full-time auditor is duly appointed. The annual salary of \$52,470.00 and \$1,781.000 annual car allowance, shall be paid out of the General Fund of the County.

The District Clerk of Polk County is hereby ordered to certify this action to Commissioners Court of Polk County and include this order in the minutes of the Commissioners Court of Polk County, Texas.

Elizabeth E. Coker
Elizabeth E. Coker, Judge
258th Judicial District Court

Robert Hill Trapp
Robert Hill Trapp, Judge
411th Judicial District Court

Endorsement:
Filed on this the 16th day of August, 2006.



Kathy E. Clifton
Kathy Clifton, District Clerk
Polk County, Texas

Barbara Middleton
Barbara Middleton, County Clerk
Polk County, Texas

THE STATE OF TEXAS }
COUNTY OF POLK }
I, Kathy E. Clifton, Clerk of the District Court of Polk County, Texas do hereby
Certify the above instrument is a true copy of the Appt. of Interim
County Auditor in Cause No. _____ as the same appears of
Record in my office Vol. _____ Page _____ in the minutes of
The Court District of Polk County, Texas.
Given under my hand and seal of said Court on this the 22nd day
of August, 2006
KATHY E. CLIFTON, CLERK DISTRICT COURT
POLK COUNTY, TEXAS
BY Kathy Clifton ~~SECRET~~



Merchants Bonding Company (Mutual)

HOME OFFICE
2100 FLEUR DRIVE
DES MOINES, IA 50321-1158
(515) 243-8171 • (512) 243-0344 FAX

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TX 78755-0720
(512) 343-9033 • (512) 343-8363 FAX

COPY

TX 598026

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Polk

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Vernon H. Loftin, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Interim County Auditor...

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 15th day of August, 2006, duly appointed to the office of Interim County Auditor...

in and for Polk County in the State of Texas, for a term of one (1) year(s) commencing on the 15th day of August, 2006

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required by law as the aforesaid officer, and shall well and faithfully perform and discharge all the duties required of him by law.

then this obligation to be void, otherwise to remain in full force and effect.

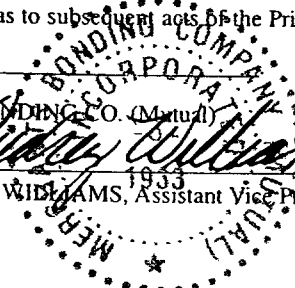
PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 15th day of August, 2006

[Signature] Principal

MERCHANTS BONDING COMPANY (Mutual) By: Audrey Williams, Assistant Vice President

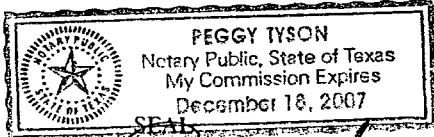


ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Polk

Before me, Peggy Tyson, a Notary Public, on this day personally appeared Vernon H. Loftin known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



Given under my hand and seal of office, at 516 W. Church St. this 15th day of August, 2006.

[Signature] Peggy Tyson

Polk County, Texas.

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

VOL.

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas.

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

SEAL

_____ County, Texas.

THE STATE OF TEXAS

County of _____

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____

Clerk
County Court _____ County

County Judge,
County, Texas

THE STATE OF TEXAS

County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

By _____ Deputy

Clerk
County Court _____ County

COPY

STATE OF TEXAS

§

IN THE DISTRICT COURTS OF

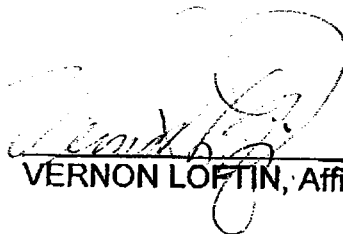
COUNTY OF POLK

§


POLK COUNTY, TEXAS

OATH OF OFFICE

I, VERNON LOFTIN, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Interim County Auditor in and for Polk County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof, so help me God.


VERNON LOFTIN, Affiant

SWORN TO AND SUBSCRIBED BEFORE ME by VERNON LOFTIN, Affiant, on this the 15 day of August 2006.


HON. ELIZABETH E. COKER
258th JUDICIAL DISTRICT COURT
POLK COUNTY, TEXAS

#6

PETITION CALLING FOR AN ELECTION TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS

TO THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

We, the undersigned qualified voters of Polk County, Texas, hereby respectfully request that an election be called in accordance with the Texas Health and Safety Code in the above referenced area for the purpose of submitting to the legally qualified voters of the said area the determination of the following issue to wit:

FOR/AGAINST "The registration of and registration fee for dogs will be required in the county."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see the requirement of registration of and registration fee for dogs.

DATE SIGNED	SIGNATURE	PRINTED NAME	DATE OF BIRTH	RESIDENCE ADDRESS (CITY, TX, ZIP)	COUNTY OF REGISTRATION	VOTER REGISTRATION NUMBER
8/9/06	<i>Connie Bentley</i>	Connie Bentley	11/5/64	130 Mockingbird Livingston 77351	Polk	253809
8/9/06	<i>Rock Bentley</i>	Rock Bentley	4/11/57	136 Mockingbird Liv TX 77351	Polk	253810
8/10/06	<i>Theresa Faulhaber</i>	Theresa Faulhaber	01/21/63	570 VICKSBURG LN CIV 77351	Polk	214802
8/11/06	<i>Nisti Paredes</i>	Nisti Paredes	05/12/63	102 ONE HALF SUCH RD. LIV. 77351	Polk	237361
8/18/06	<i>Kenneth Faulhaber</i>	Kenneth Faulhaber	5/18/58	2787 Mangum Rd CIV 77351	Polk	257149
8/18/06	<i>Locelia Reeves</i>	Locelia Reeves	2-14-69	231 Mahala CIV. 77351	Polk	237936
8-18-06	<i>Jerry Reeves</i>	Jerry Reeves	6-24-67	231 Mahala CIV. 77351	Polk	258664
8-18-06	<i>BARBARA ALEXANDER</i>	BARBARA ALEXANDER	7-30-50	145 ISLAND DRIVE LIV TX 77351	Polk	126953
8-18-06	<i>Gwynne Dillon</i>	Gwynne Dillon	1-8-59	4353 OLD ISRAEL Rd LIV TX 77351	Polk	243433
8-18-06	<i>Seanie S. Brewer</i>	Seanie S. Brewer	8-19-45	199 Mahala Livingston TX	Polk	210505
8-18-06	<i>BITA J. Brewer</i>	BITA J. Brewer	12-15-55	4930 Strickland 141 South Livingston TX 77351	Polk	250882
8-18-06	<i>MALENE MARTIN</i>	MALENE MARTIN	4-1-42	1916 Mangum Rd Livingston, Tex. 77351	Polk	250883
8-18-06	<i>WILLIAM W. MARTIN</i>	WILLIAM W. MARTIN	12-4-57	1916 Mangum Rd Livingston, TX 77351	Polk	200065
8-18-06	<i>LEWIS A. VAIL</i>	LEWIS A. VAIL	6-9-38	468 Ransford Rd Galathea TX 77360	Polk	221789
8-18-06	<i>Angela Stotts</i>	Angela Stotts	6-3-1974	3975 FM 3152 - Livingston TX 77351	Polk	256147
8-18-06	<i>Barbara Hupp</i>	Barbara Hupp	11-12-52	389 Winsperwood Granger, TX	Polk	236510
8-18-06	<i>BARBARA MIDDLETON</i>	BARBARA MIDDLETON	3-23-46	1537 Pine Thrush Ct, Goodrich TX 77335	Polk	

Barbara Middleton

BARBARA MIDDLETON, COUNTY CLERK

DATE OF ISSUANCE: 8-9-06



Serial Number 001

PETITION CALLING FOR AN ELECTION TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS

TO THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

We, the undersigned qualified voters of Polk County, Texas, hereby respectfully request that an election be called in accordance with the Texas Health and Safety Code in the above referenced area for the purpose of submitting to the legally qualified voters of the said area the determination of the following issue to wit:

FOR/AGAINST "The registration of and registration fee for dogs will be required in the county."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see the requirement of registration of and registration fee for dogs.

DATE SIGNED	SIGNATURE	PRINTED NAME	DATE OF BIRTH	RESIDENCE ADDRESS (CITY, TX, ZIP)	COUNTY OF REGISTRATION	VOTER REGISTRATION NUMBER
8-21-06	<i>[Signature]</i>	NADINE FARMER	6-21-23	708 S Houston Liv. TX 77351	Polk	183897
8-21-06	<i>[Signature]</i>	GRANNE COX	1-5-88	899 PARKSH RD LIV. TX 77351	Polk	283017
8-21-06	<i>[Signature]</i>	Kelly Evans-Hill	9-23-69	5711 FM.350 North Liv. TX. 77351	Polk	232887
8-21-06	<i>[Signature]</i>	Leslie Butler	8-17-80	1622 W. Water Ridge Dr. Liv. TX 77351	Polk	239962
8-21-06	<i>[Signature]</i>	Anne the Quinlan	7-24-71	260 The Old Don Rd Liv. TX 77351	Polk	218847
8-21-06	<i>[Signature]</i>	PANDY KIRKMICHAEL	7-15-68	197 CEDAR VALLEY LIV. TX. 77351	Polk	
8-21-06	<i>[Signature]</i>	Sally Boyner	7-8-57	500 Hankin Liv. TX 77351	Polk	209039
8-21-06	<i>[Signature]</i>	Deanna Gill	3-20-59	326 WILLIAM MONT. LV. TX. 77351	Polk	
					Polk	
					Polk	
					Polk	
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					Polk	
					Polk	
					Polk	



[Signature]
BARBARA MIDDLETON, COUNTY CLERK

DATE OF ISSUANCE: 8-9-06

Serial Number 004

PETITION CALLING FOR AN ELECTION TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS

TO THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

We, the undersigned qualified voters of Polk County, Texas, hereby respectfully request that an election be called in accordance with the Texas Health and Safety Code in the above referenced area for the purpose of submitting to the legally qualified voters of the said area the determination of the following issue to wit:

FOR/AGAINST "The registration of and registration fee for dogs will be required in the county."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see the requirement of registration of and registration fee for dogs.

DATE SIGNED	SIGNATURE	PRINTED NAME	DATE OF BIRTH	RESIDENCE ADDRESS (CITY, TX, ZIP)	COUNTY OF REGISTRATION	VOTER REGISTRATION NUMBER
8/14/06	Wanda Daley	Wanda Daley	11-24-58	131 Drews Landing, Goodrich, TX 77335	Polk	256667
8/15/06	Betty Riley	Betty Riley	12-13-38	493 County Road 72335	Polk	207469
8-15-06	Virginia Munn	Virginia Munn	12/24/45	203 County Road 72335	Polk	243249
8-15-06	Therese Adair	Therese Adair	03-12-43	300 Spring Creek, Goodrich, TX 77335	Polk	255487
8-15-06	Jack Turner	Jack Turner	04-06-25	725 River Rd, Goodrich, TX 77335	Polk	
8-15-06	Bob Mullins	Bob Mullins	3/25/30	346 Holly Lane, Goodrich, TX 77335	Polk	217929
8-17-06	Faye Messick	Faye Messick	10/24/69	862 Devils Ln Goodrich, TX 77335	Polk	
8-17-06	Rosine Hall	Rosine Hall	10/20/45	625 River Rd Goodrich, TX 77335	Polk	
8-18-06	Colleen Buran	Colleen Buran	12/11/24	385 Terrace Trail, Goodrich, TX 77335	Polk	215428
8-18-06	Jo. Coaklas	Jo. Coaklas	8/13/19	308 Laurel Lane, Goodrich, TX 77335	Polk	197678
8-18-06	Anna Nell Rice	Anna Nell Rice	03-30-31	385 Holly Lane, Goodrich, TX 77335	Polk	202492
8-18-06	Bonita Lewis	Bonita Lewis	12-11-16	Rd. 183, Goodrich, TX 77335	Polk	58610
8-20-06	Lawrence Miller	Lawrence Miller	1-18-22	656 Briarwood, Goodrich, TX 77335	Polk	221408
8-20-06	Denise Mironski	Denise Mironski	1-3-53	40 Box 263, Willow Crt, Goodrich, TX 77335	Polk	253321
8-20-06	Frances Bradley	Frances Bradley	6-18-42	544 County Rd Goodrich, TX 77335	Polk	242962
8-20-06	Harry A. Bradley	Harry A. Bradley	1-5-42	546 County Rd Goodrich, TX 77335	Polk	242977
8-21-06	Tommy F. Snyder	Tommy F. Snyder	3-8-38	558 Circle Dr Goodrich, TX 77335	Polk	221933



Barbara Middleton
BARBARA MIDDLETON, COUNTY CLERK

Serial Number 009

DATE OF ISSUANCE: 8-9-06

PETITION CALLING FOR AN ELECTION TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS

TO THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

We, the undersigned qualified voters of Polk County, Texas, hereby respectfully request that an election be called in accordance with the Texas Health and Safety Code in the above referenced area for the purpose of submitting to the legally qualified voters of the said area the determination of the following issue to wit:

FOR/AGAINST "The registration of and registration fee for dogs will be required in the county."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see the requirement of registration of and registration fee for dogs.

DATE SIGNED	SIGNATURE	PRINTED NAME	DATE OF BIRTH	RESIDENCE ADDRESS (CITY, TX, ZIP)	COUNTY OF REGISTRATION	VOTER REGISTRATION NUMBER
8-12-06	<i>Frances Pollard</i>	FRANCES POLLARD	6-28-47	174 BECKY DRIVE Livingston, TX 77351	Polk	224376
8-12-06	<i>No Masse</i>	NO MASSEY	10-5-42	570 THE OLE DON RD, WILMINGTON, TX 77351	Polk	250951
8-12-06	<i>Judy Wilson</i>	JUDY LA WILSON	5-23-49	124 FLANAGAN LIVINGSTON, TX 77351	Polk	241953
8-12-06	<i>Jane Carter</i>	JANE CARTER	6-2-38	141 JORDAN LIVINGSTON, TX 77351	Polk	263021
8-12-06	<i>Faye Eden</i>	FAYE F. EDEN	9-20-37	136 WALTERS ST LIVINGSTON, TX 77351	Polk	248833
8-12-06	<i>Able Eden, Jr</i>	ABLE EDEN, JR	8-13-36	136 WALTERS ST, LIVINGSTON, TX 77351	Polk	248827
8-12-06	<i>Debbie Harlow</i>	DEBBIE HARLOW	12/26/57	220 Cherokee Livingston, TX 77351	Polk	245008
8-12-06	<i>Shirley Dillard</i>	SHIRLEY DILLARD	4/8/36	219 MAHENS DR Livingston, TX 77351	Polk	201382
9/15/06	<i>Lester Harlow</i>	LESTER HARLOW	9/14/63	220 CHEROKEE TRAIL-LIVINGSTON, TX 77351	Polk	244783
8-14-06	<i>Margene Miller</i>	MARGENE MILLER	11-22-37	153 BARNUM WEST-LIVINGSTON, TX 77351	Polk	214232
8-14-06	<i>Marvin F. Thompson</i>	MARVIN F. THOMPSON	11-18-23	255 STACEY WOODS DR. A.V. TX 77351	Polk	209220
8-14-06	<i>Johnny Rose</i>	JOHNNY G. ROSE	6-1-42	472 Old Loney Rd, Livingston, TX 77351	Polk	255515
8-14-06	<i>Jay S. Neff</i>	JAY S. NEFF	10-10-60	504 BUFFALO RUN WEST Liv 77351	Polk	251949
8-14-06	<i>Aronda Shultz</i>	ARONDA SHULTZ	1-19-71	226 GORDON DR LIVINGSTON, TX 77351	Polk	259584
8-14-06	<i>William Mott</i>	WILLIAM MOTT	1/23/37	153 MARGOLIA LAKE DR Liv, TX 77351	Polk	207091
8-14-06	<i>M. A. Hendrick Sr.</i>	MARTHA HENDRICK	11-29-16	918 BALEIKA LIVINGSTON, TX 77351	Polk	223503
8-14-06	<i>R. S. Hendrick Sr.</i>	R. S. HENDRICK SR.	8-20-50	318 BALEIKA LIVINGSTON, TX 77351	Polk	223624



Barbara Middleton
BARBARA MIDDLETON, COUNTY CLERK

DATE OF ISSUANCE: 8-9-06

Serial Number 013

PETITION CALLING FOR AN ELECTION TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS

TO THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

We, the undersigned qualified voters of Polk County, Texas, hereby respectfully request that an election be called in accordance with the Texas Health and Safety Code in the above referenced area for the purpose of submitting to the legally qualified voters of the said area the determination of the following issue to wit:

FOR/AGAINST "The registration of and registration fee for dogs will be required in the county."

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DATE SIGNED	SIGNATURE	PRINTED NAME	DATE OF BIRTH	RESIDENCE ADDRESS (CITY, TX, ZIP)	COUNTY OF REGISTRATION	VOTER REGISTRATION NUMBER
8/16	<i>Wicki Colker</i>	Wicki Colker	10/25/47	216 Allie Bean #16 Livingston TX 77351	Polk	242982
8/16	<i>Gary Coker</i>	Gary Coker	12/16/54	216 Allie Bean #16 Livingston TX 77351	Polk	236568
8/16	<i>Pat Quinlan</i>	PAT QUINLAN	11/28/47	131 Baletka Livingston, TX 77351	Polk	214416
8/16	<i>Melodie Keller</i>	Melodie Keller	4-20-66	177 Cherokee Trail, Livingston, TX 77351	Polk	233613
8/18/06	<i>Albert Williams</i>	Albert Williams	9-22-31	216 WINDSAT ROWN Livingston, TX 77351	Polk	255410
8/18/06	<i>Elida Villarreal</i>	Elida Villarreal	5-20-36	216 WINDSAT Livingston, TX 77351	Polk	255411
8/18/06	<i>Pauline Beatty</i>	Pauline Beatty	10-27-32	579 Gardner Dr Livingston TX 77351	Polk	211592
8/18/06	<i>Edna Chamberlain</i>	Addie Williams	8/21/46	140 Buffalo Run West Livingston, TX 77351	Polk	258464
8/18/06	<i>Theresa Cameron</i>	HOWARD CAMERON	10/30/41	140 Buffalo Run West Livingston, TX 77351	Polk	225365
8/18/06	<i>W. J. Hall</i>	W. J. Hall	10/12/23	186 Akela MSOA Livingston, TX 77351	Polk	228472
8/18/06	<i>Clara M. Pearson</i>	CLARA M. PEARSON	2/23/21	351 Coeshatter Tr Liv. TX 77351	Polk	239694
8/18/06	<i>Sally J. Plant</i>	SALLY J. PLANT	8/21/57	351 Coeshatter Tr Liv. TX 77351	Polk	218261
8/18/06	<i>Ottis Johnson</i>	Ottis Johnson	5/13/24	238 N. Lincoln Wiggins St. Livingston, TX 77351	Polk	49635
8/18/06	<i>Jason A. Neuman</i>	Jason A. Neuman	12/03/71	245 Bulky Hills Livingston, TX 77351	Polk	216194
8/18/06	<i>Margie Johnson</i>	MARGIE JOHNSON	5/21/24	238 N. Lincoln Wiggins St. Livingston, TX 77351	Polk	49528
8/18/06	<i>Marvin C. Burkett</i>	MARVIN C. BURKETT	12/8/48	224 The Olden Rd., Livingston, TX 77351	Polk	254350
8/18/06	<i>Sail Fagan</i>	SAIL FAGAN	2/12/37	318 Bobcat Trail Livingston, TX 77351	Polk	241551



Barbara Middleton

BARBARA MIDDLETON, COUNTY CLERK

Serial Number 017

DATE OF ISSUANCE: 8-9-06

PETITION CALLING FOR AN ELECTION TO REQUIRE REGISTRATION OF AND REGISTRATION FEE FOR DOGS

TO THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

We, the undersigned qualified voters of Polk County, Texas, hereby respectfully request that an election be called in accordance with the Texas Health and Safety Code in the above referenced area for the purpose of submitting to the legally qualified voters of the said area the determination of the following issue to wit:

FOR/AGAINST "The registration of and registration fee for dogs will be required in the county."

It is the hope, purpose and intent of the petitioners whose signatures appear hereon to see the requirement of registration of and registration fee for dogs.

DATE SIGNED	SIGNATURE	PRINTED NAME	DATE OF BIRTH	RESIDENCE ADDRESS (CITY, TX, ZIP)	COUNTY OF REGISTRATION	VOTER REGISTRATION NUMBER
8-15-06	<i>Robert J. Bennett</i>	ROBERT J. BENNETT	8-28-36	318 DOBOST TRAIL LIVINGSTON TEX 77351	Polk	241550
8-18-06	<i>Charles J. Bennett</i>	CHARLES J. BENNETT	7-28-35	322 P. Scheffle Trail Livingston TX 77351	Polk	254056
8-18-06	<i>OT Johnson</i>	OT JOHNSON	3-2-47	386 OLD LONG PULL LIVINGSTON TX 77351	Polk	256662
8-18-06	<i>William E. Johnson</i>	WILLIAM E. JOHNSON	12-9-48	385 OLD LONG PULL LIVINGSTON TX 77351	Polk	257048
8-18-06	<i>Billy Collins</i>	BILLY COLLINS	8-24-49	380 RAYKIA LIVINGSTON TX 77351	Polk	211268
8-18-06	<i>Tom Clifton</i>	TOM CLIFTON	8-30-50	Box 206 Goodrich TX 77335	Polk	17764
8-18-06	<i>Tommy Smith</i>	TOMMY SMITH	8-6-52	P.O. Box 201 Chester TX 75936	Polk	231748
8-18-06	<i>Geordine Barber</i>	GEORDINE BARBER	6-26-42	222 Opossum Hollow Livingston TX 77351	Polk	224962
8-18-06	<i>Howard G. Barber Sr</i>	HOWARD G. BARBER SR	4-22-27	222 Opossum Hollow Livingston TX 77351	Polk	224963
8-18-06	<i>Gary Taylor</i>	GARY TAYLOR	4-14-60	504 BUTTALO ROAD WEST LIVINGSTON TX 77351	Polk	251990
8-18-06	<i>Frances Axelson</i>	FRANCES AXELSON	12-19-25	1310 Old Long Pull Livingston TX 77351	Polk	3186
8-18-06	<i>Ratsy Rainey</i>	RATSY RAINEY	4-6-46	1310 Old Long Pull Livingston TX 77351	Polk	258997
8-18-06	<i>DON DIXON</i>	DON DIXON	8-26-37	274 THORN TREE LIVINGSTON TX 77351	Polk	232891
8-18-06	<i>LOBEY DIXON</i>	LOBEY DIXON	5-2-44	274 THORN TREE LIVINGSTON TX 77351	Polk	228214
8-18-06	<i>SAIDRA RADFORD</i>	SAIDRA RADFORD	5-8-44	609 Apollo Livingston, TX. 77351	Polk	259890
8-18-06	<i>JAMES RADFORD</i>	JAMES RADFORD	5-15-39	609 Apollo Livingston, TX. 77351	Polk	244679
8-21-06	<i>Leslie Lee</i>	LESLIE LEE	4-13-65	281 Crayle Ln. Liv, TX 77351	Polk	235387



Barbara Middleton

BARBARA MIDDLETON, COUNTY CLERK

Serial Number 018

DATE OF ISSUANCE: 8-9-06

#7



SANTEK
ENVIRONMENTAL

850 25th Street, N.W., Suite 100
Cleveland, Tennessee 37311
(423)478-9160
Toll Free: (800)467-6160
Fax: (423)478-1382

Email: mail@santekenviro.com
Internet: www.santekenviro.com

August 14, 2006

Honorable John P. Thompson
County Judge
Polk County Courthouse, 3rd Floor
101 W. Church Street
Livingston, Texas 77351

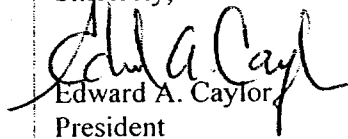
Re: County leases to Contractor the landfill equipment

Dear Judge Thompson,

Please accept this request of Santek Environmental of Texas, LLC to extend the original equipment lease agreement with the County for an additional 1 (one) year period effective December 1st 2006 > November 30th 2007. Pursuant to the terms and conditions of the original "Landfill and Municipal Solid Waste System Operating Agreement" dated December 1st, 2001. Page 11, Article 3.3 subsection b. states "The County and Contractor may agree to extend such lease beyond the original 5-year period. All other terms and conditions relevant to this Article 3.3 remain the same.

We thank you in advance for your consideration with this matter and please do not hesitate to call should you have any questions pertaining to this extension. Thanks to you and the Commissioners Court for a successful solid waste management program for Polk County. To acknowledge Polk County's approval of this request please sign the signature line provided below.

Sincerely,


Edward A. Caylor
President

EAC/dlk

Polk County, Texas
COPY

By: _____

Title: County Judge

(Approved by Commissioners Court dated August _____, 2006

Landfill Solutions Under
Local Government's Authority

ORIGINAL

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS**CONTRACT FOR****OLDER AMERICANS ACT PROGRAM****STATE OF TEXAS****COUNTY OF JASPER****I. AUTHORITY TO CONTRACT**

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; HHS regulations on Administration of Grants; Title 45 CFR, Part 74; Title 45 CFR, Part 92; Title 45 CFR, Part 1321, et seq.; Title 45 CFR, Part 91; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all Texas Department on Aging Policies and Rules as published in the Texas Administrative Code (TAC) under Chapters 80, 81, 82, 83 and 84 et seq. (Title 40 Part I, Texas Administrative Code); and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **Deep East Texas Council of Governments**, hereinafter referred to as AGENCY, and **Polk County Aging**, hereinafter referred to as CONTRACTOR. Whereas the State of Texas, acting through the Texas Department of Aging and Disability Services (DADS), has designated the Deep East Texas Council of Governments to act as the area agency on aging (AAA), to be known as the Deep East Texas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, the AGENCY and the CONTRACTOR hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2005, and end on September 30, 2006.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission

to and approval by the AGENCY of an amended budget.

VI. SCOPE OF SERVICES

The CONTRACTOR agrees to provide the services and activities set out in CONTRACTOR'S approved Budget and Service Delivery/Operational Plan, incorporated by reference into this Agreement as set forth fully herein. (see ATTACHMENT A – SCOPE OF SERVICES)

The CONTRACTOR shall meet all key performance measures contained in the last approved budget, whether original or amended. The CONTRACTOR agrees to serve the number of persons and units and substantially meet all of the goals and outcomes described in CONTRACTOR Service Delivery/Operational Plan submitted to the Agency.

Allocations to specific service areas will be identified and approved by the AGENCY. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval. Upon approval of any subsequent budget, a copy shall be attached hereto and made a part hereof for all purposes.

All Texas Administrative Code standards may be accessed at the Texas Secretary of State website: www.sos.state.tx.us

All Older Americans Act and other required rules and regulations may be accessed at http://www.aoa.gov/about/legbudg/oaallegbudg_oaa.asp

Targeting: Services are designed to identify eligible clients, with an emphasis on high-risk clients and serving older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as identified in the Older Americans Act.

VII. FUNDING OBLIGATIONS

The CONTRACTOR acknowledges that the AGENCY'S obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Texas Department of Aging and Disability Services (DADS), the State of Texas, and any other originating funding source.

The AGENCY shall not be liable to the CONTRACTOR for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing the CONTRACTOR'S promised performance and unit rates and/or reimbursement capitations specified.

The AGENCY shall not be liable to the CONTRACTOR for any expenditures which are not allowable costs as defined in the Code of Federal Regulations, Title 45, Part 74, as amended, or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the AGENCY.

The AGENCY shall not be liable to the CONTRACTOR for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of the AGENCY rules, Uniform Grant Management Standards, or this contract.

The AGENCY agrees to make payment to the CONTRACTOR in the amounts and upon the terms and provisions as set forth in the CONTRACTOR's budget, and all attachments to this contract, and the CONTRACTOR agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests and quarterly fiscal and programmatic reports.

The AGENCY will pay the CONTRACTOR on a reimbursement basis for services rendered, whether services are provided directly by the area agency on aging or through a subcontractor or vendor, for all services provided. The CONTRACTOR may subcontract or may purchase services under an "at risk" unit rate or reimbursement methodology, in accordance with the rules and program instructions of the AGENCY. Reimbursement, using OAA and other DADS funds, for services provided by the area agency on aging, whether directly or through a subcontractor or vendor agreement, shall not exceed the available OAA and other DADS funds awarded by the DADS and shown in the approved budget.

IX. PAYMENT METHODOLOGY

The AGENCY has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section VIII, COMPENSATION, until the CONTRACTOR has provided or secured the provision of the service and reported such provision in a reimbursement request. In the absence of written agreement to the contrary, the AGENCY will remit funds to the CONTRACTOR subject to the appropriate administrative procedures and contingent upon receipt of funds by the DADS from the AoA, State of Texas and/or other funding sources.

The CONTRACTOR shall report eligible units of service and actual allowable expenses to the AGENCY in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by the AGENCY.

Final payment shall be based on the information contained in the reimbursement system 60 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination

X. REPORTING REQUIREMENTS

The CONTRACTOR agrees to submit all required fiscal and programmatic reports in accordance with the report due dates established by the AGENCY. The CONTRACTOR agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by the AGENCY. All fiscal and program reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

The CONTRACTOR shall complete and submit to the AGENCY, all requests for funds on a AGENCY-prescribed form in accordance with the rules and policies of the AGENCY. A final program report shall be submitted to the AGENCY on or before the date established by the AGENCY with not less than 45 days advance notice to the CONTRACTOR. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October

31, for the previous fiscal year, or after the final program report is submitted.

XI. MATCH REQUIREMENTS

The CONTRACTOR shall provide a minimum match for the project, as required by the OAA, as amended, and shall assure total match for services is sufficient to meet the requirements of the OAA, as amended, and the DADS rules.

Match shall be in the form of cash except where specific in-kind and/or third party contributions have been approved by the AGENCY. All match contributions shall be expended for goods and services necessary for and specifically identifiable to the CONTRACTOR'S Service Delivery/Operational Plan.

Match shall conform to the OAA regulations, Administration of Grants, Title 45, Part 74 and the DADS rules regarding match requirements.

XII. PROGRAM INCOME

Program income contributions shall be administered in accordance with 40 TAC §83.2(1), UGMS Subpart C ____ . 25 and all applicable DADS Rules. The CONTRACTOR shall use all program income and participant contributions collected to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to the DADS Rules and Regulations.

Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by the CONTRACTOR in accordance with the DADS Rules and Regulations.

Program income collected by service vendors shall be handled in accordance with the DADS Rules and Regulations.

Program income collected by service vendors shall consist only of those funds specifically provided by, or on behalf of, a program participant and directly attributable to the service provided.

XIII. CONTRIBUTION POLICY

The CONTRACTOR shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. The CONTRACTOR shall safeguard and account for such contributions, and use such contributions to expand services.

XIV. MAINTENANCE OF RECORDS

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance of this contract. The CONTRACTOR shall use any and all standard forms promulgated by the AGENCY, as applicable. Use of said forms shall not be required less than 30 days following issuance of the form, but earlier use is encouraged. The CONTRACTOR shall require the use of all such forms for all subcontractors and/or vendors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at the

CONTRACTOR'S office, and shall be maintained for at least five (5) years after the termination of this agreement, or five years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site CONTRACTORS may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

XV. ACCESSIBILITY OF RECORDS

The CONTRACTOR shall give the AGENCY, the DADS, the AoA, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. The CONTRACTOR shall include the substance of this provision in all subcontracts.

The CONTRACTOR understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The CONTRACTOR further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

MONITORING

The CONTRACTOR shall conduct both program and financial on-site monitoring of subcontractors, if applicable, to ensure compliance with established policies and regulations in accordance with the DADS rules.

XVII. AUDIT REQUIREMENTS

The CONTRACTOR shall submit a copy of an annual audit of the CONTRACTOR, performed by an independent certified public accounting firm within nine months after the end of the CONTRACTOR's fiscal year, to the AGENCY. The audit shall cover the CONTRACTOR's entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by the AGENCY or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Nonprofit Organizations; and UGMS.

The CONTRACTOR understands and agrees the CONTRACTOR shall be liable to the AGENCY for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a AGENCY program shall be resolved within one hundred eighty (180) days following receipt of the CONTRACTOR's audit by the AGENCY, otherwise disallowance of questioned costs shall be implemented, and the CONTRACTOR shall be liable to the AGENCY for such disallowed costs.

The CONTRACTOR shall have the right to appeal any such disallowance of costs in accordance with 40 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

XVIII. INDIRECT COSTS ALLOCATION PLANS

The CONTRACTOR shall have an Indirect Costs Allocation Plan approved in accordance with the UGMS. Documentation of compliance with the above shall be submitted to the AGENCY for any period covered under this contract.

XIX. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by the AGENCY or its agents disclose deficiencies in the operation of the CONTRACTOR or its subcontractors supported under provisions of this contract, the AGENCY shall take appropriate remedial steps that may include the issuance of sanctions and/or penalties in accordance with 40 TAC §81.13.

The AGENCY or CONTRACTOR may elect to terminate this contract upon ten (10) days written notice from the terminating party to the other party. The CONTRACTOR, upon notification of termination, shall have the right to appeal such termination following procedures outlined in DADS rules.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to the AGENCY from the DADS and/or AOA or the State of Texas;
- b. Failure of the CONTRACTOR to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- c. Mutual agreement between the AGENCY and the CONTRACTOR.

In the event of termination, the CONTRACTOR shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to the AGENCY within fifteen calendar days after date of termination. The AGENCY shall reimburse those units of service, delivered in accordance with the contract, prior to termination.

At the date of termination, the AGENCY may require the CONTRACTOR to transfer title and deliver to the AGENCY or to another authorized contractor any property acquired by Federal or state funds or assigned to the CONTRACTOR by the AGENCY for the purposes of this contract.

The CONTRACTOR may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and the AGENCY shall make no recovery. The AGENCY shall provide instructions to the CONTRACTOR regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within fifteen (15) days following notice of termination.

XX. RECAPTURE OF PAYMENTS

If the CONTRACTOR has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if the CONTRACTOR has received funds in excess of those actually earned, the AGENCY may take appropriate action including the recapture of payment and/or withholding of funds.

XXI. ASSURANCES (Attachment A)

The CONTRACTOR hereby provides all assurances required by law as set forth in Attachment A of this contract. All assurances contained in Attachment A are hereby incorporated by reference into this contract for all purposes as if set forth fully herein.

The CONTRACTOR shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject the CONTRACTOR to penalties, disallowance of funds, and other action, up to and including termination.

XXII. LIABILITY TO THIRD PARTIES

The AGENCY does not assume any liability to third persons, nor will the AGENCY reimburse the CONTRACTOR for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

The CONTRACTOR shall give the AGENCY or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against the CONTRACTOR arising out of the performance of this contract.

The CONTRACTOR shall furnish immediately to the AGENCY copies of all pertinent papers received by the CONTRACTOR in connection with any such suit, action or claim. The AGENCY shall have the option to intervene in such actions to represent the AGENCY's interest.

XXIII. CODE OF CONDUCT

The CONTRACTOR shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

The CONTRACTOR's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of the CONTRACTOR and no other public official or officer or member of

the Board of the CONTRACTOR who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXIV. GOVERNANCE

A. CRITERION

The CONTRACTOR shall be an eligible organization and shall be governed by a board, which represents the planning and service area (PSA) served. The board, if not otherwise covered in Statutes, law or regulations, shall consist of members pursuant to rules established by the DADS regarding such matters. The board shall function fully and effectively in its fiduciary role.

B. REQUIREMENTS

1. ELIGIBILITY

The CONTRACTOR will be designated by the AGENCY in accordance with the requirements of the OAA, as amended. If the CONTRACTOR is a private nonprofit entity, it shall apply for and maintain 501(C)(3) or 501(C)(4) tax status.

2. GOVERNING BODY

a. FUNCTIONS AND RESPONSIBILITIES

The CONTRACTOR's board shall describe its functions in bylaws and carry them out as indicated so as to respond to the overall environment, the planning and service area, and intervention for problems.

- MEETINGS, RECORDS AND ACTIVITY

The board shall hold regular meetings and keep adequate records that indicate active participation by all or most members in the full range of functions and a fair and equitable decision making process.

- GENERAL POLICIES

The board shall establish general policies, including personnel and fiscal policies, for the conduct of the CONTRACTOR.

- COMMITTEE STRUCTURE

The board shall establish an advisory council and describe its functions in bylaws to carry out the responsibilities stated in the OAA, as amended.

- PLANNING AND PRIORITY SETTING

The CONTRACTOR's advisory council shall review the needs assessment, determine the priority of needs to be met and recommend approval of the annual budget and the annual application for federal funds to the CONTRACTOR's board. The CONTRACTOR's board shall take action on the advisory council's recommendation and thus have final authority for the activities of the area plan of the CONTRACTOR.

- FINANCIAL VIABILITY

The board or its appropriate committee shall control major resource decisions and monitor financial viability by requiring regularly submitted financial reports that also indicate whether there exists a variance from revenue and expenditure projections.

- RETENTION, RECRUITMENT AND PLAN UPDATE

The board shall establish a long-term plan to ensure a high quality CONTRACTOR staff. The Board shall also ensure that there exists a process for monitoring and updating the plan.

b. SELECTION OF MEMBERSHIP

The CONTRACTOR's bylaws shall specify, and the CONTRACTOR's advisory council and board shall carry out, a process for council and board member appointments and a process that provides for turnover among members, yet maintains sufficient continuity to ensure familiarity with issues and effective participation. The bylaws shall also provide for regular changes in leadership positions.

c. CONFLICT OF INTEREST

The bylaws or written corporate policies shall implement provisions that prohibit conflict of interest or the appearance of conflict of interest by personnel, advisory council members, board members, consultants and those who provide services or furnish goods to the CONTRACTOR. No board member or advisory council member shall be an employee of the CONTRACTOR or a subcontractor or be an immediate family member of an employee.

d. FISCAL MANAGEMENT

The CONTRACTOR shall have appropriate leadership and management structure to enable it to operate efficiently and effectively. The CONTRACTOR shall also have financial systems to maintain internal controls, ensure proper management of federal funds, maximize non-federal resources and maintain solvency.

The CONTRACTOR shall have accounting and internal control systems appropriate to the size of the organization. The accounting system should consist of source documents, a chart of accounts, journals, ledgers and routine financial reports. The internal controls system shall safeguard the CONTRACTOR's assets, produce accurate accounting data, promote efficient operations and encourage adherence to prescribed accounting policies and procedures. Effective internal control shall involve a division of responsibility among different employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks and other security measures.

MANAGEMENT PROCESS

The CONTRACTOR shall have procedures in place to ensure communication internally between the Executive Director, other key staff, and the governing Board and externally with local, regional and state leaders and public officials. Management shall establish and implement a process for decision-making and priority setting, efficient and effective oversight of operations and evaluation of staff and programs administered and correction of deficiencies in both areas.

DATA SYSTEMS

The CONTRACTOR shall be supported by data systems that provide adequate information for operational efficiency and decision-making. The CONTRACTOR shall have financial data systems and appropriate software capable of producing expenditure reports, cost center analyses, budget formats and automated reports as required by, and without additional support from, the AGENCY. The data system shall be able to provide program performance and financial information to reflect the operation and status of the organization to assist the CONTRACTOR in conducting regular data assessment and analysis to determine if the CONTRACTOR is meeting its performance as required under this contract. The CONTRACTOR shall have in place adequate electronic back-up systems, back-up schedules, back-up procedures, and continually updated virus protection software to prevent the loss or corruption of any and all client, program, and financial data. The CONTRACTOR shall implement the security features of all existing software.

The CONTRACTOR shall develop and implement security systems and procedures to safeguard any individually identifiable health information and privacy of all clients. The CONTRACTOR shall provide the necessary computer hardware and/or software to carry out the provisions of this contract.

The CONTRACTOR shall have the Department's written approval prior to the acquisition of any computer software program or hardware in excess of \$1,000 for which the CONTRACTOR will request reimbursement from the AGENCY funding.

XXV. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the time for the performance of such obligations or duty shall be suspended until such disability to perform is removed.

XXVI. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be sent by certified mail, postage prepaid, to the addresses of the parties hereto as set out below until due notice has been given of a change of address.

For AGENCY:

Holly Anderson, Director-AAA
Deep East Texas Council of Governments
210 Premier Drive
Jasper, Texas 75951

For CONTRACTOR:

Darla Overstreet, Director
Polk County Aging Services
PO Box 2105
Address
Livingston, TX 77351
City, State, Zip

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The CONTRACTOR, if a recipient of Federal assistance exceeding \$100,000 through the AGENCY, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

XXVIII. SECTARIAN INVOLVEMENT

The CONTRACTOR shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

XXIX. RIGHT TO APPEAL

Any applicant to provide services whose application is denied or whose contract is terminated or not renewed (except as provided in 45 CFR Part 74, Subpart M) has a right to appeal such action. The applicant shall give notice of appeal to the AGENCY within 10 days after it receives the AGENCY's action letter. Appeals Procedures adopted by the DADS and codified at 40 TAC §81.15 will be used as the appeals process.

XXX. INDEPENDENT CONTRACTOR

In performance of obligations under this contract, the CONTRACTOR shall act as an independent contractor and not as an agent, representative or employee of the AGENCY. No employee, agent, or representative of the CONTRACTOR shall be considered an employee of the AGENCY nor be eligible for any benefits, rights or privileges afforded to the AGENCY employees.

XXXI. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by the CONTRACTOR. The CONTRACTOR evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that the AGENCY shall not be liable for any costs incurred by the CONTRACTOR except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from the AGENCY is obtained prior to the expenditure.

XXXII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXIII. ALTERNATIVE DISPUTE RESOLUTION

A. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the AGENCY and the CONTRACTOR to attempt to resolve

any claim for breach of contract made by the CONTRACTOR.

The CONTRACTOR's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the CONTRACTOR shall submit written notice, as required by Subchapter B, to Walter G. Diggles, Sr., Executive Director, Deep East Texas of Governments, 210 Premier Drive, Jasper, Texas 75951.

The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the CONTRACTOR's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the AGENCY if the parties are unable to resolve their disputes under subparagraph.

Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the AGENCY nor any other conduct of any representative of the AGENCY relating to the contract shall be considered a waiver of sovereign immunity to suit.

- B. The submission, processing and resolution of the CONTRACTOR's claim is governed by the published rules adopted by the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended.
- C. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the CONTRACTOR, in whole or in part.

XXXIV. APPLICATION OF LAW & VENUE

This contract is governed by and shall be construed in accordance with the laws of the State of Texas. All claims against the AGENCY by the CONTRACTOR seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Travis County, Texas.

XXXV. TARGETING

The CONTRACTOR shall, in accordance with the OAA, as amended, Section 306(a)(4)(B), and as addressed in the Service Delivery/Operational Plan and approved Budget, assure it will use reasonable outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals residing in rural areas; (2) older individuals with greatest economic need (with particular attention to low-income minority individuals); (3) older individuals who have greatest social need (with particular attention to low-income minority individuals); (4) older individuals with severe disabilities; (5) older individuals with limited English-speaking ability; and, (6) older individuals with Alzheimer's Disease or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals.

XXXVI. SURVIVAL OF TERMS

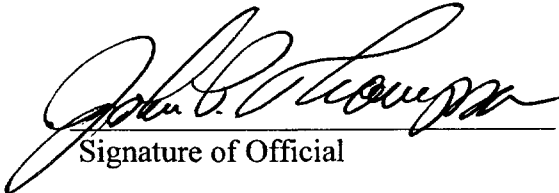
The following portions of this Agreement shall survive termination: IX, X, XIV, XV, XVII, XIX, XX, XXII, XXVI, XXXI to XXXIV, and XXXVI.

XXXVII. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the CONTRACTOR agency.

FOR CONTRACTOR:

John P. Thompson, County Judge
Typed Name and Title of
Authorized Official

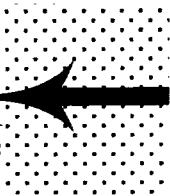

Signature of Official

08-22-06
Date

FOR THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS:

Walter G. Diggles, Sr., Executive Director
Typed Name and Title of
AGENCY Representative

Signature of AGENCY Representative



Date

**CONTRACT FOR
OLDER AMERICANS ACT PROGRAM**

Attachment A:

CONTRACTOR SCOPE OF SERVICES:

Senior Center Operations

16,788 units @ \$1.00 per person per participant day = \$16,788.00

Nutrition Education

12 nutrition education programs @ \$104.00 per program = \$1,248.00

SERVICE DEFINITION:

Senior Center Operations – The operation of community facilities where persons aged 60 or older meet together to pursue mutual interests, receive services and/or take part in activities which will enhance their quality of life, support their independence, and encourage their continued involvement in and with the community.

Unit of Service: One Person per day. Evidence for billing will be sign in sheets of persons participating in senior center activities in addition to congregate meals.

Nutrition Education – The provision of information to participants to promote nutritional well-being. This may include specific nutrition education designed to comply with the Title III-D Medication Management, Screening and Education requirements.

Unit of Service: One Nutrition Education Program consisting of information to promote nutritional well-being. Contractor will provide a sign in sheet of participants who receive this information, and will report the total monthly contacts.

**CONTRACT FOR
OLDER AMERICANS ACT PROGRAM**

“ATTACHMENT B”

ASSURANCES

The CONTRACTOR shall maintain proper documentation to substantiate all of the assurance items set out below. Such documentation will be subject to review for adequacy and completeness. Failure to maintain the appropriate and necessary documentation shall be grounds for sanctions and penalties, in accordance with 40 TAC 81.13.

I. Compliance with Requirements

The CONTRACTOR agrees to administer the program in accordance with the Older Americans Act (OAA) and all applicable regulations, policies and procedures established by the AGENCY, the Area Agency on Aging of Deep East Texas, the Texas Department of Aging and Disability Services (TDADS), the Administration on Aging (AoA), and the Secretary of Health and Human Services.

II. General Administrative and Fiscal Requirements

The CONTRACTOR shall adhere to uniform administrative requirements and cost principles which are in compliance with relevant provisions of OMB Circulars A-87, A-102, as revised or OMB Circulars A-110, A-122, and A-133, as applicable; 45 CFR, Part 74; 45 CFR, Part 92; and other OMB Circulars, except where these provisions are superseded by statute.

III. Safeguarding Confidential Information

The CONTRACTOR shall implement such regulations, standards, and procedures as are necessary to meet the requirements on safeguarding confidential information under the Health Information Portability and Privacy Act (HIPPA) and any other relevant program regulations.

IV. Standards for Fire, Health, Safety, Sanitation and Other Standards

The CONTRACTOR providing services under this contract shall operate fully in conformance with all federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations. Such requirement shall also be passed to all subcontractors and subgrantees in the fulfillment of this contract. The VENDOR assures that where the state or local jurisdictions require licensure for the provision of services, agencies providing such services shall be licensed.

V. Insurance Coverage

The CONTRACTOR will maintain fire and casualty, worker's compensation, fidelity bond, and general liability insurance in amounts prescribed in statute or regulation, as applicable.

VI. Participant Grievance Procedures

The CONTRACTOR shall establish written procedures through which participants can communicate aspects of the service which impact negatively upon them. All procedures shall be in accordance with 40 TAC 81.19.

VII. **Equal Employment Opportunity**

a. *Americans with Disabilities Act of 1990 -*

The VENDOR shall comply with the requirements established under the Americans with Disabilities Act in meeting statutory deadlines established under the Act as they pertain to operations for employment, public accommodations, transportation, state and local government operations and telecommunications.

b. *Section 504 of the Rehabilitation Act of 1973 -*

The VENDOR shall provide that each program activity, when viewed in its entirety is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, et. seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74.

c. *Title VI of the Civil Rights Act of 1964 -*

The CONTRACTOR shall ensure that benefits and services available under this contract are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

d. *Age Discrimination in Employment Act of 1967 -*

The VENDOR shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, et. seq.).

VIII. **Drug Free Workplace**

The CONTRACTOR shall comply with the Drug-Free Workplace Act of 1988, and Texas Senate Bill 1 - 1991, as applicable.

IX. **Outreach**

The CONTRACTOR shall ensure that outreach efforts identify individuals eligible for assistance and inform them of available services under the Older Americans Act, with special emphasis on rural elderly, older individuals who have greatest economic need (with particular attention to low-income minority individuals), older individuals who have greatest social need (with particular attention to low income minority individuals), and older individuals with severe disabilities, and inform such individuals of the availability of such assistance.

X. **Grant Purchased Equipment**

The CONTRACTOR shall ensure that all equipment purchases made utilizing grant funds complies with applicable laws and regulations with special attention to 45 CFR 92.

Equipment may be assigned to CONTRACTOR for use in connection with this contract. Title to the

real and personal property shall vest in the CONTRACTOR subject to the condition that the CONTRACTOR shall use the property for the authorized purpose of the original contract for the entire term of the contract. It is further agreed that the CONTRACTOR shall maintain adequate property control records, perform regular inventories, document adequate maintenance and repair, and establish adequate safeguards to prevent loss, damage, or theft to any such property in accordance with sound industrial practice. Personal property shall include all tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000.00 or more.

Unless otherwise provided in the contract, the CONTRACTOR, upon delivery or acquisition of any such property, shall assume the risk of and be responsible for, any loss thereof or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract.

The CONTRACTOR shall, upon completion of this contract or where there is otherwise no longer a need for such property, give written notice to the AGENCY within ten (10) calendar days to such effect. It is further agreed that upon receipt by the AGENCY of such written notice, the AGENCY shall issue instructions as to the continued use or disposition of such property to the CONTRACTOR pursuant to applicable federal regulations as outlined in OMB Circular A-102.

XI. Maintenance of Non-Federal Support for Services

The CONTRACTOR shall not replace funds from non-federal sources with federal funds. The CONTRACTOR agrees to continue to initiate efforts to obtain support from other sources for services funded under this contract.

XII. Training Requirements

The CONTRACTOR shall provide in-service training to all personnel relative to the performance of this contract. The CONTRACTOR shall secure appropriate training and certification for all personnel delegated duties that require such specialized training and/or certification.

XIII. Coordination Requirements

The CONTRACTOR agrees that the AGENCY may establish procedures and mechanisms necessary to assure effective coordination between the various activities and programs operating pursuant to the Older Americans Act of 1965, as amended, and other local, state or federal programs operating on behalf of older persons.

XIV. Coordination of Service Delivery

CONTRACTOR who operate focal points in the community must assure collocation of services, where feasible.

XV. Emergency Management

In the event of a disaster, whether man-made, natural, or of a civil defense nature, the CONTRACTOR will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition

services; food preparation; transportation and volunteers.

XVI. Taxes

The CONTRACTOR will comply with all state, federal and local tax requirements with respect to property and personnel.

XVII. Debarment and Suspension

The CONTRACTOR shall not knowingly, using reasonably prudent judgement, deal with any person, business, or other entity which has been suspended or debarred from receiving federal funds under 45 CFR 76.200 (non-procurement) or 48 CFR 9.4.

XVIII. Personnel

The CONTRACTOR shall furnish all necessary personnel and shall appoint personnel of adequate qualifications, skill and expertise as are required to perform the services to be rendered in accordance and compliance with the terms of this contract. The CONTRACTOR shall be responsible for completion of the services to be rendered in accordance with this agreement and all applicable service standards. The CONTRACTOR shall provide all necessary supervision and coordination of activities that is required to complete the services and fulfill all contractual obligations.

XIX. Provision of Services

The CONTRACTOR assures compliance with the following provisions relating to the services covered by this contract.

a. *Eligibility -*

The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act of 1965, as amended.

b. *Residency -*

No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.

c. *Coordination and Maximum Utilization of Services -*

The CONTRACTOR, to the maximum extent, shall coordinate and utilize the services and resources of other appropriate public and private agencies and organizations. Efforts shall be demonstrated to coordinate with local state agencies to ensure non-duplication of administrative activities and service delivery to the maximum extent possible. Coordination activities shall reduce administrative burden on service providers and provide better service delivery to program participants.

d. *Prohibition of Means Test for Services -*

The CONTRACTOR shall provide all services funded by the Older Americans Act of 1965, as amended, without the use of any means test to determine eligibility for services.

Legal Assistance Services Attorney-Client Privilege –

The CONTRACTOR shall not divulge any information that is protected by the attorney-client privilege.

XX. Historically Underutilized Businesses (HUBs)

In accordance with Texas Government Code Chapter 2161, and Texas Administrative Code (TAC) §111.11 through §111.28 Health and Human Service (HHS) agencies shall make a good faith effort to encourage utilization of HUBs in client services subcontracts. Therefore, HHS contractors are required to make a good faith effort to ensure that HUBs receive their respective share of the total value of all subcontract awards each fiscal year. "Subcontract" means a written third party contract between a prime contractor and another contractor for the performance of all or part of a contract.

**CONTRACT FOR
OLDER AMERICANS ACT PROGRAM**

“ATTACHMENT C”

SANCTIONS AND PENALTIES FOR TITLE III FUNDED PROGRAMS

DEFINITIONS

Definitions for words and terms specific to this document shall have the following meanings, unless the context clearly indicates otherwise.

Level One Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAADET or agency) may impose as a response to a contractual breach and/or failure to comply with agency rules and specific state and federal requirements.

Level Two Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAAdet or agency) may impose as a response to a severe problem and the potential negative impact such a problem may have on a subgrantee’s service area.

Level Three Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAADET or agency) may impose where a severe and/or continued failure to comply with contractual requirements, agency rules, and/or state and/or federal laws continues to go uncorrected.

Level Four Sanction – The sanction that the Area Agency on Aging of Deep East Texas (AAADET or agency) may impose where a severe and/or continued failure to comply with contractual requirements, agency rules, and/or state and/or federal laws continues to go uncorrected.

Acceptable Corrective Action Plan – Identification of actions to be taken, including a time line, that are acceptable to the agency to correct an identified issue of contractual or legal non-compliance.

Certified – When used in conjunction with performance measure testing it describes having obtained acceptable results, within tolerances allowed by the State Auditor’s Office, for data tested.

Discretionary Funds – Any funds issued by the Texas Department of Aging and Disabilities that are not awarded to the area agency or not awarded based on a general funding formula or not awarded by action of the Health and Human Services Commission.

Extension – An approved request, which is submitted to the agency on or before the original due date, to submit required reports or other required information later than the established original due date. No more than two extensions shall be granted in any one federal fiscal year.

SANCTIONS

Level One Sanctions. Level one sanctions may result in one or more of the following actions:

Require the development, submission, and implementation of an acceptable corrective action plan to address identified weaknesses and/or non-compliance;
 Submission of additional and/or more detailed financial and/or performance reports;
 Designation as a high-risk subgrantee requiring additional monitoring visits; and
 Repayment of disallowed costs.

Level Two Sanctions. Level two sanctions may result in one or more of the following actions:

Imposition of one or more level one sanctions;
 Prohibit participation in discretionary funds application or carryover pool redistribution; and
 Provision of appropriate technical assistance.

Level Three Sanctions. Level three sanctions may result in one or more of the following actions:

Imposition of one or more level one sanctions;
 Imposition of one or more level two sanctions;
 Prohibit or limit provision of direct service by subgrantee;
 Imposition of the requirement that reimbursement payments made to subgrantee for the remainder of the fiscal year shall be made only following submission of bills paid or other documentation to show that bills for which reimbursement is sought have been paid.

I. **Level Four Sanctions.** Level four sanctions may result in one or more of the following actions:

Imposition of one or more level one sanctions;
 Imposition of one or more level two sanctions;
 Imposition of one or more level three sanctions;
 Require directed amendment to current operational plan; and
 Recommend deobligation and/or cancellation of the contract with the subgrantee to the Deep East Texas Council of Governments Executive Board.

ADMINISTRATIVE VIOLATIONS

Administrative violations shall result in disciplinary actions as specified in this section, unless the violation was due to an act of God or action by the Deep East Texas Council of Governments / Area Agency on Aging of Deep East Texas. Violations will be documented and greater levels of administrative sanctions will be applied for non-compliance issues deemed most serious and for continued non-compliance of less serious offenses.

Violations Subject to Level One Sanctions. Violations which may result in the imposition of level one sanctions include the following:

Failure to submit a required report by the due date or approved extension. For purposes of this violation, a Request for Reimbursement and CIS/MIS/AIM submission for a single month shall be considered one report submission.

Failure to submit required reports accurately and completely, if identified by the Agency (not to exceed two instances in one fiscal year), and not corrected within five workdays following notification;

Failure, on the third occurrence, to submit required reports accurately and completely, if identified by the Agency, whether or not a violation notice was previously issued;

Failure to submit an acceptable corrective action plan for findings of program and fiscal monitoring within 45 days.

Violations Subject to Level Two Sanctions. Violations which may result in the imposition of level two sanctions include the following:

Failure to rectify any level one sanction with the timeframe established for corrective action;

Failure to complete corrective actions provided in any corrective action plan;

Failure to submit a Single Audit, in accordance with OMB Circular A-133, to the Agency;

Failure to be certified as having had accurate data following performance measure testing;

Failure to assure resolution of deficiencies found during monitoring/quality assurance review within the timeframes established in the corrective action plan.

Violations Subject to Level Three Sanctions. Violations which may result in the imposition of level three sanctions include the following:

Failure to rectify any level one sanction within 90 days following the timeframe established for corrective action;

Failure to rectify a level two sanction with the timeframe established for corrective action;

Failure to appropriately act upon reported or identified threats to the health and safety of program participants within 72 hours of notice/identification;

Failure to appropriately report and respond to allegations of abuse, neglect, and/or exploitation, and or allegations of fraud or ethics code violations;

Failure to have performance measure tested data certified as accurate two times out of any four consecutive performance measure tests; and

Commits four or more level one violations or three or more level two violations within the same fiscal year.

Violations Subject to Level Four Sanctions. Violations which may result in the imposition of level

four sanctions include the following:

Failure to rectify any level one sanction within 180 days following the timeframe established for corrective action;

Failure to rectify any level two sanction within 90 days following the timeframe established for corrective action; and

Failure to rectify any level three sanction within the timeframe established for corrective action.

#18

**FIRST AMENDMENT TO LANDFILL AND MUNICIPAL
SOLID WASTE SYSTEM OPERATING AGREEMENT**

THIS FIRST AMENDMENT (this "Amendment") is made and entered into as of the 1st day of September, 2006, by and between **POLK COUNTY, TEXAS** (the "County") and **SANTEK ENVIRONMENTAL OF TEXAS, LLC**, a limited liability corporation organized under the laws of the State of Texas ("Contractor").

WITNESSETH:

WHEREAS, the parties entered into the Landfill and Municipal Solid Waste System Operating Agreement, dated as of December 1, 2001 (the "Agreement"), under which the Contractor agreed to operate the County's Municipal Solid Waste System; and

WHEREAS, the parties desire to make certain amendments to the Agreement, as set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein set forth, and intending to be legally bound thereto, the parties hereby agree as follows:

1. Sections 1.1 (Definitions) and 12.6 (Performance Security; Guarantee) of the Agreement are hereby amended to reduce the amount of the Performance Security from One Million and No/100 Dollars (\$1,000,000) to Two Hundred Fifty Thousand and No/100 Dollars (\$250,000). The County agrees to fully cooperate with the Contractor in the immediate replacement of the existing surety bond (or other acceptable instrument pursuant to the terms of the Agreement).
2. Section 3.5 (Agreement Period) is amended by adding the following sentence at the end of the Section:

In the event that the term of this Agreement ends because Contractor determines that the Landfill is not economically capable of accepting waste for disposal, Contractor shall assure the County that at the end of the term that the Landfill will have at least one (1) year of constructed airspace remaining for use, unless the Contractor and the County mutually agree that all constructed airspace in the Landfill should be exhausted prior to the end of the term of this Agreement.

3. Section 10.6 (Host Fees) is amended by replacing the existing table for graduated Host Fee amounts for Solid Waste disposed of at the Landfill Expansion with the following table:

<u>Average Tons Per Day</u>	<u>Percentage of Gross Collections</u>
750 or less	5.25%
751-1000	6.25%
1001-1500	7.25%
Over 1500	8.25%

)

4. Defined terms used herein are to have the same meaning as such terms in the Agreement, unless expressly indicated otherwise. Except as expressly amended by the terms of this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect.

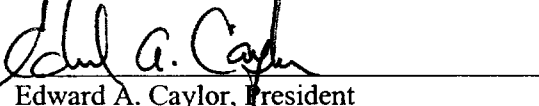
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment as of the day herein above written.

POLK COUNTY, TEXAS

By: 

Title: County Judge
Polk County, Texas

SANTEK ENVIRONMENTAL OF TEXAS, LLC

By: 

Edward A. Caylor, President

#19



From the desk of
JAN SHANDLEY
County Judge's office

At their regularly scheduled meeting on August 22, 2006, Polk County Commissioners Court approved updating the Master Street Address Guide (MSAG) accordingly:

PCT. 1 Accept for County Maintenance and reflect as County road:

- KNOLLWOOD LN** (entire mileage)
- ROLLINGROCK DR** (entire mileage)
- SHELTER COVE CT** (entire mileage)
- SHELTER LN** (entire mileage)

(Note: S. Rollingrock DR, Shelter LN and Shelter Cove CT were addressed by the Jury of View on March 8, 2006.)

PCT. 3 Reflect as County Road: **OZRA** (entire mileage)

Reflect as Non-County Road: **HAYFIELD RANCH RD** (entire mileage)

(Note: Hayfield Ranch RD was addressed by the Jury of View on March 8, 2006.)

PCT. 4 Correct MSAG to reflect only 0.3230 miles of **MURPHY RD** as County road

