



POLK COUNTY COMMISSIONERS COURT

(Special Session)

January 11, 2007

9:00 A.M.

Polk County Courthouse, 3rd floor

Livingston, Texas

2007-002

NOTICE is hereby given that a Special meeting of the Polk County Commissioners Court will be held on the date stated above, at which time a Public Hearing and meeting will be held to receive comment and consider the following subject/s;

1. Discuss and consider adoption of an Order Adopting and Amending the Polk County Subdivision Rules and Regulations.

1. Discuss and consider adoption of an Order Adopting and Amending Rules of Polk County, Texas for On-Site Sewage Facilities.

Posted: January 5, 2007

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, January 5, 2007 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: Shelana Walker, Deputy

FILED FOR RECORD

2007 JAN -5 PM 2:06

COUNTY CLERK - POLK CO.

STATE OF TEXAS §

DATE: JANUARY 11, 2007

COUNTY OF POLK §

SPECIAL MEETING

Comm. Purvis - Absent

**** CORRECTED 2/12/2007 ******COMMISSIONERS COURT
AGENDA POSTING #2007 - 002**

BE IT REMEMBERED ON THIS THE 11th DAY OF JANUARY, 2007
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL" 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 AND RAY STELLY,
COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE
DULY MADE, CONSIDERED & PASSED.

WELCOME AND CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 9:00 A.M.

PUBLIC HEARING ON ADOPTING AND AMENDING POLK COUNTY SUBDIVISION
RULES AND REGULATIONS. PUBLIC COMMENTS WERE RECEIVED.

PUBLIC HEARING ON ADOPTING AND AMENDING RULES OF POLK COUNTY FOR
ON-SITE SEWAGE FACILITIES. PUBLIC COMMENTS WERE RECEIVED.

1. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE
"ORDER" ADOPTING AND AMENDING THE POLK COUNTY SUBDIVISION RULES
AND REGULATIONS, **WITH NOTED REVISIONS TO BE COMPLETED AND FINAL
DOCUMENT RE-SUBMITTED FOR COURT RECORD.**
ALL VOTING YES.

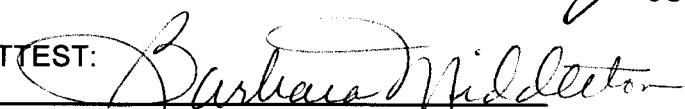
2. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO
APPROVE "ORDER" ADOPTING AND AMENDING RULES OF POLK COUNTY,
TEXAS FOR ON-SITE SEWAGE FACILITIES.
ALL VOTING YES. (SEE ATTACHED)

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN
SPECIAL SESSION OF COURT ON THE 11th OF JANUARY, 2007 AT 9:25 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2006JAN 11.SPECIAL.2007.wpd

STATE OF TEXAS §
 §
 COUNTY OF POLK §

**ORDER ADOPTING AND AMENDING RULES OF POLK COUNTY, TEXAS
 FOR ON-SITE SEWAGE FACILITIES
 PREAMBLE**

WHEREAS, the Texas Commission on Environmental Quality has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Polk County, Texas should amend its order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Polk, Texas; and

WHEREAS, the Commissioners Court of Polk County, Texas finds that the use of on-site sewage facilities in Polk County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Polk County, Texas has considered the matter and deems it appropriate to enact an Order amending its Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Polk County, Texas.

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

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Polk County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Polk County, Texas be adopted entitled "On-Site Sewage Facilities", which shall read as follows:

AN ORDER ENTITLED ON-SITE SEWAGE FACILITIES

SECTION 4. CONFLICTS

This order repeals and replaces any other On-site Sewage Facility order for Polk County.

SECTION 5. CHAPTER 366.

The County of Polk, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code (H&SC) and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order.

SECTION 6. AREA OF JURISDICTION.

(A) The Rules shall apply to all the area lying in Polk County, Texas, except for the area regulated under an existing Rule and the areas within incorporated cities.

(B) These Rules shall apply to those incorporated cities or towns that have executed OSSF intergovernmental contracts with Polk County, Texas.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Polk County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 285 and Chapter 30, attached hereto, promulgated by the Texas Commission on Environmental Quality for on-site sewage facilities are hereby adopted, and all officials and employees of Polk County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapters 30 and 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules. A copy of the current Rules are attached to these Rules as Appendix I.

SECTION 10. DUTIES AND POWERS.

The OSSF Inspector of Polk County, Texas, must be certified by the Texas Commission on Environmental Quality before assuming the duties and responsibilities.

SECTION 11. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Polk County, Texas.

SECTION 12. APPEALS

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Polk County, Texas.

SECTION 13. PENALTIES.

This Order adopts and incorporates all applicable penalty provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341 and 366 of the Texas Health and Safety Code, Chapters 7, 26, and 37 of the Texas Water Code and 30 TAC Chapters 30 and 285.

SECTION 14. SEVERABILITY.

It is hereby declared to be the intention of the Commissioners Court of Polk County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clause, sentence, paragraph, or section.

SECTION 15. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Commission on Environmental Quality.

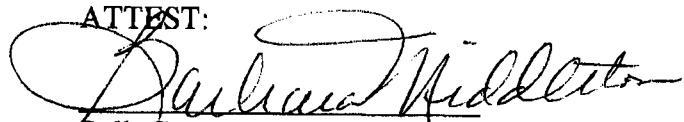
AND IT IS SO ORDERED:

PASSED AND APPROVED THIS 11th DAY OF JANUARY, 2007.

APPROVED:


Polk County Judge

ATTEST:


Polk County Clerk



STATE OF TEXAS

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§
§


COUNTY OF POLK

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is Barbara Middleton, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein attached:

I am the custodian of the records of the County Clerks Office for the County of Polk, Texas. Attached hereto are ORDER ADOPTING AND AMENDING RULES OF POLK COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES PREAMBLE (3) pages of records known as (Order) ON-SITE SEWAGE FACILITIES. The records kept by me as County Clerk, County of Polk, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.



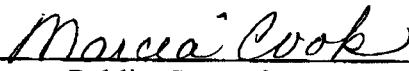
Barbara Middleton
Polk County Clerk

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Barbara Middleton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of January, 2007.

(SEAL)





Notary Public, State of Texas
My Commission Expires:



POLK COUNTY COMMISSIONERS COURT

January 11, 2007
10:00 A.M.

Polk County Courthouse, 3rd floor
Livingston, Texas

2007-003

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 item 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. **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: December 19, 2006 (Regular Session)
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. RATIFY AMENDED INTER-LOCAL PARTICIPATION AGREEMENT WITH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE.
- G. APPROVE BONDS OF OFFICIALS ELECTED FOR NEW TERM BEGINNING JANUARY 1, 2007.
- H. APPROVE REQUEST OF CONSTABLE PCT. 3 REQUEST FOR APPOINTMENT OF RODNEY WALKER AS RESERVE DEPUTY CONSTABLE EFFECTIVE JANUARY 11, 2007 AND APPROVE BOND FOR THE SAME.
- I. CONSIDER APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE.
- J. RECEIVE ORDER OF APPOINTMENT OF COUNTY AUDITOR.
- K. CONSIDER OFFERS ON TAX FORECLOSED PROPERTIES: (**PRECINCT 1**) LOT 303, SECTION 3, FORESTER'S RETREAT, CAUSE NO. T05-067; LOT 448, SECTION 3, FORESTER'S RETREAT, CAUSE NO. T00-007; LOTS 174 AND 196, SECTION 1; LOT 478, SECTION 3; BEING IN FORESTER'S RETREAT, CAUSE NOS. T01-112, 98-067 AND T05-103 (**PRECINCT 3**) TRACT 91A, .15 ACRE, J. DICKERSON SURVEY, ABSTRACT 211, CAUSE NO. 96-084; LOTS 284 - 291, REILY'S VILALGE #2, CAUSE NO. 94-021.
- L. CONSIDER AMENDING COUNTY POLICY, CHANGING OFFICIAL WORK PERIOD FROM 12:01 AM WEDNESDAY THROUGH 12:00 MIDNIGHT ON THE FOLLOWING TUESDAY TO 12:01 AM MONDAY THROUGH 12:00 MIDNIGHT ON THE FOLLOWING SUNDAY FOR PAYROLL ADMINISTRATION PURPOSES.
- M. CONSIDER APPROVAL TO GRANT RIGHT OF WAY EASEMENT TO ONALASKA WATER SUPPLY - OLD GROVETON ROAD.

5. CONSIDER APPROVAL OF PRECINCT 3 REQUEST FOR CAPITAL PURCHASE OF PICKUP TRUCK (WITH TRADE-IN OF USED PICKUP TRUCK).

6. CONSIDER RATIFICATION OF FIRST ADDENDUM TO LEASE AGREEMENT BETWEEN IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS.

7. CONSIDER APPROVAL TO DECLARE ALL SALVAGE MATERIAL FROM OFFICE ANNEX RENOVATION TO BE SOLD FOR SALVAGE MATERIAL WITH REVENUE DEPOSITED TO GENERAL FUND.
8. CONSIDER APPROVAL OF AMENDMENT TO LETTER OF AGREEMENT WITH RONE ENGINEERING FOR ADDITIONAL ASBESTOS REMOVAL AT POLK COUNTY OFFICE ANNEX, 602 E. CHURCH, LIVINGSTON.
9. CONSIDER APPOINTMENTS TO LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS.
10. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR PRECINCT 3 BRIDGE/CULVERT REPAIR ON UPPER LEGGETT ROAD AND OAKDALE LOOP.
11. CONSIDER ANY/ALL NECESSARY ACTION REGARDING PROPOSALS RECEIVED FOR CONTRACT MANAGEMENT AND PROFESSIONAL SERVICES FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS "OWNER OCCUPIED HOUSING ASSISTANCE PROGRAM" (ROUND 2 FUNDING).
12. CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR THE REMOVAL OF SALVAGE MATERIALS FROM PORTION OF COUNTY BUILDING SCHEDULED FOR DEMOLITION AND LOCATED AT 109 W. MILL ST. IN LIVINGSTON, TEXAS.
13. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO BID #2007-12 "REPAIR/REPLACEMENT OF PRECINCT 4 BRIDGES/CULVERTS FOR TOM CUMMINGS RD.(BRIDGE #1), TOM CUMMINGS RD. (BRIDGE #2), KING ROW (CULVERT) AND BAXTER RD. (CULVERT), INCLUDING APPROVAL TO FUND SAID REPAIRS FROM THE ROAD & BRIDGE FUND BALANCE TO BE REIMBURSED AT FISCAL YEAR END BY THE ISSUANCE OF AUTHROIZED DEBT.

EXECUTIVE SESSION; as authorized by Open Meetings Act, Govt' Code §551.072 (Deliberations about real property).

ADJOURN

By: John P. Thompson, County Judge



Posted: January 5, 2007

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 Friday, January 5, 2007 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:

Shelana Walker (Deputy)

FILED FOR RECORD

2007 JAN -5 PM 2:04

Barbara Middleton
COUNTY CLERK, POLK CO.

COMMISSIONERS COURT
AGENDA POSTING #2007 - 003

BE IT REMEMBERED ON THIS THE 11th DAY OF JANUARY, 2007
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 AND RAY STELLY,
COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE
DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
INVOCATION BY REV. FRED ALFORD, PASTOR OF BLANCHARD BAPTIST CHURCH.
PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. DISTRICT ATTORNEY, LEE HON INTRODUCED JOE MARTIN, BEVERLY ARMSTRONG,
AND MIKE MATTHEWS, NEWLY APPOINTED EMPLOYEE'S OF HIS OFFICE.
 - B. SHERIFF, KENNETH HAMMACK REPORTED ON SHERIFF'S DEPARTMENT ACTIVITY
FOR THE MONTH OF DECEMBER, 2006.
 - C. JUDGE THOMPSON INTRODUCED MR. RAY STELLY, NEWLY APPOINTED COUNTY
AUDITOR.
 - D. JUDGE THOMPSON ANNOUNCED THE MULTICULTURAL FESTIVAL, HONORING DR.
MARTIN LUTHER KING, JR., SCHEDULED FOR JANUARY 15, 2007, 5:00 P.M. AT
LIVINGSTON SENIOR HIGH SCHOOL.

NEW BUSINESS

4. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE
FOLLOWING ITEMS OF TODAY'S CONSENT AGENDA.
ALL VOTING YES.
 - A. APPROVE MINUTES OF PREVIOUS MEETING, DECEMBER 19, 2006 (REGULAR SESSION).
 - B. APPROVAL OF **BUDGET REVISIONS #2007-06**, AS PRESENTED BY THE COUNTY
AUDITOR. (SEE ATTACHED)
 - C. APPROVAL OF BUDGET AMENDMENTS (NONE SUBMITTED).
 - D. APPROVAL AND PAYMENT OF BILLS, BY SCHEDULE, INCLUDING ADDENDUM.
(SEE ATTACHED)

DATE	AMOUNT	CHECK #
1/02/2007	400,000.00	ACH 856
1/02/2007	16,537.88	202678 - 202684
1/02/2007	97,963.94	202685 - 202800
1/10/2007	538,206.37	Addendum (To appear on future schedule)
TOTAL	\$ 1,052,708.19	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. RATIFY THE AMENDED INTER-LOCAL PARTICIPATION AGREEMENT WITH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE. (SEE ATTACHED)
- G. APPROVE BONDS OF OFFICIALS ELECTED FOR NEW TERM BEGINNING JANUARY 1, 2007.
- H. APPROVE REQUEST OF CONSTABLE PCT #3, APPOINTING RODNEY WALKER AS RESERVE DEPUTY DONSTABLE EFFECTIVE JANUARY 11, 2007, AND APPROVE BOND FOR SAME.
- I. APPROVE UPDATE TO MASTER STREET ADDRESS GUIDE. (SEE ATTACHED)
- J. RECEIVE ORDER OF THE APPOINTMENT OF RAY STELLY AS COUNTY AUDITOR. (SEE ATTACHED)
- K. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:
- PRECINCT #1**
 LOT 303, SECTION 3, FORESTER'S RETREAT, CAUSE NO.T05-067;
 LOT 448, SECTION 3, FORESTER'S RETREAT, CAUSE NO.T00-007;
 LOTS 174 & 196, SECTION 1, LOT 478, SECTION 3, IN FORESTER'S RETREAT, CAUSE NOS.T01-112, 98-067, & T05-103.
- PRECINCT #3**
 TRACT 91A, .15 acre, J. DICKERSON SURVEY, ABST 211, CAUSE NO.96-084;
 LOTS 284 - 291, REILY'S VILLAGE #2, CAUSE NO. 94-021.
- L. APPROVAL TO AMEND COUNTY POLICY, CHANGING OFFICIAL WORK PERIOD FROM 12:01 AM WEDENSDAY THROUGH 12:00 P.M. MIDNIGHT ON THE FOLLOWING TUESDAY TO 12:01 AM MONDAY THROUGH 12:00 P.M. MIDNIGHT ON THE FOLLOWING SUNDAY FOR PAYROLL ADMINISTRATIN PURPOSES.
- M. APPROVAL TO GRANT RIGHT OF WAY EASEMENT TO ONALASKA WATER SUPPLY ON OLD GROVETON ROAD. (SEE ATTACHED)
5. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, **TO DELETE ITEM #5 "CONSIDER APPROVAL OF PRECINCT #3 REQUEST FOR CAPITAL PURCHASE PICKUP (WITH TRADE-IN OF USED PICKUP TRUCK).**
 ALL VOTING YES.
6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, **TO ADOPT RESOLUTION APPROVING FIRST ADDENDUM TO LEASE AGREEMENT BETWEEN IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS.**
 ALL VOTING YES.
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, **APPROVAL TO DECLARE ALL SALVAGE MATERIALS FROM OFFICE ANNEX (602 E. CHURCH) RENOVATIONS TO BE SOLD AS SALVAGE MATERIALS WITH REVENUE DEPOSITED TO GENERAL FUND, PENDING DISTRICT ATTORNEY'S LEGAL REVIEW.**
 ALL VOTING YES.
8. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, **TO APPROVE AMENDMENT TO LETTER OF AGREEMENT, ADDITIONAL AMOUNT \$8,050.00, WITH RONE ENGINEERING FOR ADDITIONAL ASBESTOS REMOVAL AT POLK COUNTY OFFICE ANNEX, 602 E. CHURCH, LIVINGSTON.**
 ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOB WILLIS TO NOMINATE JOHN MARTIN AND M. K. "BUFFALO" ALLWRIGHT TO APPOINTMENTS TO THE LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS.
 JUDGE THOMPSON CALLED FOR A SECOND TO THE MOTION, THREE TIMES.
 MOTION FAILED FOR A LACK OF SECOND.
- A. **MOTIONED BY TOMMY OVERSTREET TO TABLE ITEM #9.**
 ALL VOTING YES.

10. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO **ADVERTISE FOR BIDS FOR PRECINCT #3 BRIDGE / CULVERT REPAIR ON UPPER LEGGETT ROAD AND OAKDALE LOOP.**
ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY JAMES J. "Buddy" PURVIS, TO **APPROVE THE PROPOSAL FROM TRAYLOR & ASSOCIATES, FOR CONTRACT MANAGEMENT AND PROFESSIONAL SERVICES FOR TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS" FOR OWNER OCCUPIED HOUSING ASSISTANCE PROGRAM" (ROUND TWO FUNDING).**
ALL VOTING YES.
12. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, APPROVAL TO **ADVERTISE FOR BIDS FOR THE REMOVAL OF SALVAGE MATERIALS FROM PORTION OF COUNTY BUILDING SCHEDULED FOR DEMOLITION, LOCATED AT 109 W. MILL STREET, LIVINGSTON, TEXAS.**
ALL VOTING YES.
13. **BID #2007-12 "REPAIR / REPLACEMENT OF PRECINCT #4 BRIDGES/CULVERTS"**
MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO AWARD BIDS ON THE FOLLOWING BRIDGES, AS FOLLOWS;
BRIDGE #1 - TOM CUMMINGS RD. - L & W LaFOUR & SONS CONSTRUCTION \$26,308.00,
BRIDGE #2 - TOM CUMMINGS RD. - L & W LaFOUR & SONS CONSTRUCTION \$28,136.00,
KINGS ROW (CULVERT) - DAVIS & BROWN CONSTRUCTION \$33,207.00,
BAXTER ROAD (CULVERT) - DAVIS & BROWN CONSTRUCTION \$35,166.00,
INCLUDING APPROVAL TO FUND SAID REPAIRS FROM THE ROAD & BRIDGE FUND BALANCE TO BE REIMBURSED AT FISCAL YEAR END BY THE ISSUANCE OF AUTHORIZED DEBT.
ALL VOTING YES.

RECESS - 10:25 A.M. (BREAK)

EXECUTIVE SESSION 10:30 A.M.

As authorized by Open Meetings Act, Government Code § 551.072
(Deliberations about real property)

EXECUTIVE SESSION ENDED - 10:45 A.M.


RECONVENED INTO REGULAR SESSION:

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 11th DAY OF JANUARY, 2007 AT 10:46 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

COPY

2007-06

Revisions
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
015 ROAD & BRIDGE ADM	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

DEPUTY CLERK

Deputy Clerk

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

01/10/2007 08:19:37

REPORT OF GENERAL LEDGER

GEL122 PAGE 1

REVISIONS
~~AMENDMENTS~~

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 015-369-200	CULVERT/MATERIAL R	01/09/2007	2K7R05	91,457.54-	91,989.54-	532.00-	MOVE FUNDS TO CONST. MATLS;	PT
			TOTAL AMENDMENTS	1	TOTAL CHANGES	532.00-		
2007 015-621-108	SALARY - PART TIME	01/08/2007	2K7R05	14,607.57	24,707.57	10,100.00	MOVED FUNDS FROM MISC;	R WI PT
2007 015-621-490	MISCELLANEOUS	01/08/2007	2K7R05	39,324.00	29,224.00	10,100.00-	MOVED FUNDS TO P/T SALARIES;	PT
	PRECINCT #1 - EXPENSE SUMMARY		TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2007 015-622-339	CONSTRUCTION CONTR	01/09/2007	2K7R05	300,678.00	301,210.00	532.00	MOVED FUNDS FROM CULV/MATL	PT
			TOTAL AMENDMENTS	1	TOTAL CHANGES	532.00		

2K7R06

Line-item Transfer - Budget Revision

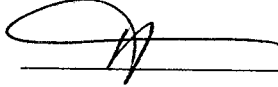
DATE: 1-9-07

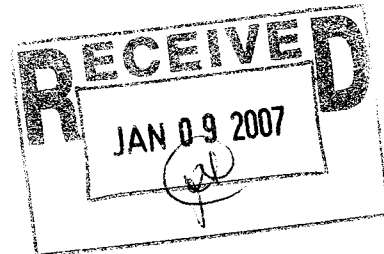
Honorable Commissioners Court of Polk County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	015	369	200	532.00
To:	015	622	339	532.00
Reason:	material Reimb. for Street Repair			

Department Head





CITY OF ONALASKA
BOX 880
ONALASKA, TEXAS 77360

FIRST STATE BANK
OF LIVINGSTON
LIVINGSTON, TX 77351-1277
88-546/1131

24480

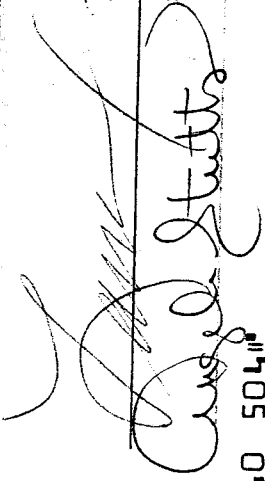
1/3/2007

PAY TO THE ORDER OF Polk County Commissioner, Pct #2

\$ **532.00

Five Hundred Thirty-Two and 00/100 ***** DOLLARS

Polk County Commissioner, Pct #2
P O Box 1388
Onalaska, Texas 77360



MEMO STREET REPAIR

⑆024480⑆ ⑆13105465⑆

⑆ 010 504 ⑆

CITY OF ONALASKA

Polk County Commissioner, Pct #2

Date 1/3/2007
Type Bill
Reference STREET REPAIR

24480

1/3/2007

Original Amt. 532.00
Balance Due 532.00
Discount
Check Amount

Payment 532.00
532.00

Receipt to 015-369-200
Credit to 015-622-339

FIRST STATE BANK STREET REPAIR

532.00

Line-item Transfer - Budget Revision

DATE: 2-08-2007

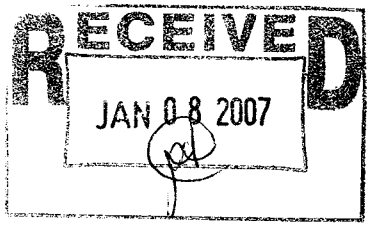
Honorable Commissioners Court of Polk County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	015	621	490 #	10,100.00
To:	015	621	108 #	10,100.00
Reason:				

Bob Miller
Department Head

AK



SCHEDULE OF BILLS BY FUND


FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	400,000.00

TOTAL OF ALL FUNDS	400,000.00

ACIX 856

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


Ray Stelley
B. L. BOCKENS

X 

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	16,319.88
051	AGING	218.00

	TOTAL OF ALL FUNDS	16,537.88

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

Ray Stelly
~~B. L. BOCKENS~~

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	72,646.16
015	ROAD & BRIDGE ADM	20,813.82
027	SECURITY	4.59
040	LAW LIBRARY FUND	499.54
051	AGING	3,999.83
TOTAL OF ALL FUNDS		97,963.94

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

Ray Stalley
~~B. L. DOCKENS~~

[Signature]

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

ADDENDUM
SCHEDULE OF BILLS FOR
JANUARY 11, 2007
FY 2007

COPY

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
A TO Z TIRE CO	TIRES	SHERIFF DEPT	010-560-354	\$ 160.00
AAA KEY SHEPHERD	REPAIR LOCKS	MAINT ENG	010-511-450	\$ 151.00
AIRPLEXUS, INC	PROVATION VIDEO CONF.	PROBATION	010-465-416	\$ 360.00
ALEXANDER, RUTH	INSURANCE REFUND		101-202-100	\$ 112.87
ARCADIS	BRIDGE INSPECTION	R&B#4	015-624-575	\$ 1,189.82
ARCADIS	BRIDGE INSPECTION	R&B#3	015-623-575	\$ 1,726.18
BOB BARKER CO	SHOWER CURTAIN	JAIL	010-512-491	\$ 195.81
BROTTLUND TIRE SERVICE	REPAIR TIRES	R&B#3	015-623-354	\$ 65.00
CANNON FINANCIAL	COPIER EXPENSE		010-409-331	\$ 125.97
CANNON U.S.A., INC	COPIER EXPENSE		010-409-331	\$ 280.23
CENTER POINT ENERGY	UTILITIES	VARIOUS	010-409-441	\$ 3,126.51
CHEROKEE COUNTY CLRK	INDIGENT	SOC. SERV.	010-645-411	\$ 784.00
CHEVERON TEXACO	FUEL	SHERIFF DEPT	010-560-330	\$ 67.07
CJERIYAN, ABRAHAM DR	INDIGENT HELATH		010-645-404	\$ 183.91
CINGULAR WIRELESS	CELL PHONE	CONST.		\$ 106.45
CINGULAR WIRELESS	CELL PHONE	DPS	010-402-420	\$ 78.19
CINGULAR WIRELESS	CELL PHONE	CONST. #3	010-553-423	\$ 107.61
CITY OF CORRIGAN	UTILITIES	SUB CH CORR	010-409-442	\$ 91.94
CITY OF CORRIGAN	UTILITIES	R&B#3	015-623-442	\$ 77.34
CITY OF CORRIGAN	UTILITIES	AGING CORR	051-645-442	\$ 62.05
CITY OF GOODRICH	UTILITIES	R&B#1	015-621-442	\$ 40.61
CITY OF LIVINGSTON	UTILITIES	VARIOUS		\$ 16,971.55
CIVICGENICS, INC	IAH		010-512-440	\$ 9,360.00
CLIFTON, KATHY	TRAVEL	DIST CLERK	010-450-427	\$ 649.93
CORRIGAN TIMES	SUBSCRIPTION	COMM CORT	010-401-352	\$ 13.00
CTAT	MEMBERSHIP DUES	TREASURERS	010-497-481	\$ 175.00
DETCOG	HWY SYSTEM		010-691-470	\$ 11,460.69
DIXIE PAPER CO	COPY PAPER	ALL	010-503-352	\$ 766.38
D P SOLUTIONS INC	COMPUTER	PERSONNEL	010-696-572	\$ 1,293.00
EAST TEXAS COPY SYSTEMS	COPIER RENTAL		010-409-331	\$ 104.10
EAST TEXAS TELEPHONE	PHONE SERVICE			\$ 422.39
EASY ACCESS INC	REFUND CREDIT CARD			\$ 171.00
ELLIOTT ELECTRIC CORP	LIGHT BULBS	MAINT ENG	010-511-450	\$ 90.72
ENTERGY	UTILITIES			\$ 1,460.15
FEDEX	SHIPPING		010-409-331	\$ 105.90
FIRST PRESBYTERIAN CH.	CHARITY	SHERIFF DEPT	010-560-490	\$ 100.00
FLOWERS BAKING CO	FOOD	JAIL	010-512-333	\$ 91.84
FOSTER, BRENT	TRAINING	SHERIFF DEPT	010-560-427	\$ 312.84
FOREMOST DAIRY	FOOD	JAIL	010-512-333	\$ 101.00
GE CAPITAL	COPIER EXPENSE		010-409-331	\$ 624.97
KENNETH HAMMACK, SHER.	DRUG FORFEITURE PETTY CASH	SHERIFF DEPT	010-102-560	\$ 2,500.00
WILLIAM L HON	REFUND INSURANCE BCBS		010-202-202	\$ 128.37
HUGHES NETWORK	SATILITE		010-409-420	\$ 124.98
HUGHES PETROLEUM PROD	FUEL	SHERIFF DEPT		\$ 8,203.06
JOHNSON, DAVID	TRAVEL	JP#2	010-456-427	\$ 427.79
JP MORGAN CHASE BANK	CRDIT CARD		011-401-489	\$ 654.30
JP MORGAN CHASE BANK	CRDIT CARD		010-560-427	\$ 286.05
KENZY'S KLOSET	WINDBREAKERS	SHERIFF DEPT	010-560-300	\$ 78.00
L.L.W.S. & S.S.C.	UTILITIES	R&B#4	015-624-442	\$ 31.88
LAKE LIVINGSTON TOURISM	HOTEL MOTEL TEX		011-401-488	\$ 5,273.77

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ADDENDUM
SCHEDULE OF BILLS FOR
JANUARY 11, 2007
FY 2007

LAPCORP	JIAL INMATE		010-512-391	\$	321.44
LEGGETT WATER SUPPLY	UTILITIES	MAINT ENG	010-409-442	\$	20.62
LAWMAN'S UNIFORMS	UNIFORMS	SHERIFF DEPT	010-560-300	\$	49.75
LINEBERGER GROGANS	LEGAL		010-226-300	\$	450.00
LIVINGSTON HIGH SCHOOL	TRUAN		010-229-101	\$	100.00
LIVINGSTON MRI	JAIL INMATE		010-512-391	\$	109.47
LIVINGSTON TELEPHONE	PHONE SERVICE			\$	8,076.05
LONG/ RONNIE AND RKOBIN	OFFICE PRINTING	SHERIFF DEPT	010-560-393	\$	163.80
LOWE'S	SUPPLIES	VARIOUS		\$	303.25
MALLADI & REDDY DR	INDIGENT CARE		010-645-404	\$	59.04
MEMORIAL MEDICAL CENTER	INDIGENT CARE & JAIL INMATE			\$	4,161.01
MIDDLETON, BARBARA	TRAVEL	CO CLERK	010-403-427	\$	985.24
MR. MONEY PAWN	RESTITUTION		010-228-403	\$	145.00
MOSCOW WATER SUPPLY	UTILITIES			\$	20.60
MULTICULTURAL FESTIVAL	DONATIONS	COM. CRT.	011-401-489	\$	1,000.00
NALCOM WIRELESS	2-WAY RADIO REPAIR	SHERIFF DEPT	010-560-422	\$	4.00
OFFICE DEPOT CREDIT	LAP TOP	DPS	010-402-400	\$	1,132.45
ONALASKA WATER SUPPLY	UTILITIES		010-409-442	\$	22.61
PAGE FUNERAL HOME	PAUPER CARE		010-645-411	\$	1,960.00
PAYROLL		1/9/2007 ALL		\$	412,997.17
POLK COUNTY CHAMBER	HOTEL MOTEL TAX		011-401-488	\$	5,273.77
POLK COUNTY ENTERPRIZE	SUBSCRIPTION		010-401-352	\$	20.00
POLK COUNTY FRESH WATER	UTILITIES		010-409-442	\$	78.45
POSTMASTER	POSTAGE	R&B#3	015-623-339	\$	39.00
PROFORMA HORIZON	PRINTING			\$	347.61
R.B.'S WATER DEPOT	WATER	JURY ROOM	010-435-490	\$	7.00
REID OFFICE SYSTEMS, INC	IOFFICE SUPPLIES	JAIL	010-512-315	\$	122.46
CATHERINE SIMMONS	REFUND INSURANCE		010-202-000	\$	1,114.78
SAM HOUSTON ELECTRIC	UTILITIES			\$	1,303.26
SAM HOUSTON STATE UNIV	REGISTRATION	TESTING	010-512-427	\$	30.00
SCRIPTCARE	INDIGENT CARE		010-645-404	\$	2,161.46
SPECTOR, MARC DR	INDIGENT CARE		010-645-404	\$	586.43
STORY WRIGHT CO, INC	OFFICE SUPPLIES			\$	554.75
SUDDEN LINK	CABLE FOR AGING		051-645-419	\$	32.17
SUDDEN LINK	CABLE FOR AGING		051-645-419	\$	59.95
SYSCO FOOD SERVICE	FOOD	JAIL	010-512-333	\$	1,280.39
TELCOM SUPPLY INC	ENTERNET & DSL			\$	1,172.26
TELSTAR SLPECIALTY PRODUCTS	MAINT. SUPPLIES	COUSTODIAL	010-510-332	\$	206.95
TEXAS ASSO. OF COUNTIES	MEMBERSHIP DUES	AUDITOR	010-495-481	\$	85.00
TEXAS DEPT OF STATE H	FLU SHOTS		010-695-394	\$	750.00
TEXAS DEPT OF STATE H	LICENSE RENEWAL		015-623-337	\$	760.00
TEXAS JUSTICE COURT TRAIL	JP#2		010-458-427	\$	25.00
THOMPSON, JOHN	TRAVEL			\$	586.22
TORREY, WILLIAMS	ATTORNEY		010-401-352	\$	1,127.72
US POSTAL SERVICE CMRS	POSTAGE (BIG METER)		010-409-311	\$	15,000.00
VERIZON WIRELESS	CELL PHONE	VARIOUS		\$	912.03
WAL-MART	SUPPLIES	R&B#2	015-622-337	\$	57.72
WAL-MART	SUPPLIES	VARIOUS		\$	1,073.22
WAL-MART	FOOD	AGING LIV	051-645-333	\$	55.45
YOUNGBLOOD FARMS	SUPPLIES	COUSTODIAL	010-510-332	\$	236.60
TOTAL				\$	<u>538,206.37</u>

John P. Thompson

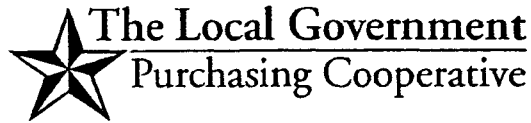
Revised list

COPY

DATE: DECEMBER 20, 2006 TO JANUARY 11, 2007

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	HENRY CORTEZ WALLACE	JAIL	1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/(01) \$10.99/HR	SEPARATION EFFECTIVE 12/15/2006
(2)	CONNIE FRANKLIN	JAIL	1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/(01) \$10.99/HR	SEPARATION EFFECTIVE 12/18/2006
(3)	LAWRENCE N. JOHNSON	JAIL	1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/(01) \$10.99/HR	SEPARATION EFFECTIVE 12/18/2006
(4)	ESTELLE WALDREP MARSHALL	JAIL	1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/(01) \$10.99/HR	SEPARATION EFFECTIVE 12/19/2006
(5)	TAMMY LYNN RICHARDSON	JAIL	1052 JAIL ADMINISTRATIVE SECRETARY	LABOR POOL (-900)	15/(01) \$11.54/HR	SEPARATION EFFECTIVE 12/19/2006
(6)	LYDIA MARIE UNTERRIENER	JAIL	1052 JAIL ADMINISTRATIVE SECRETARY	LABOR POOL (-900)	15/(01) \$11.54/HR	SEPARATION EFFECTIVE 12/19/2006
(7)	BRANDON DAVID WALDREP	JAIL	1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/(01) \$10.99/HR	SEPARATION EFFECTIVE 12/18/2006
(8)	JAMIE A. JONES	SHERIFF	102 SECRETARY I	LABOR POOL (-900)	12/(02) \$10.22/HR	SEPARATION EFFECTIVE 12/20/2006
(9)	MARTIE D. THAYER	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/(01) \$10.99/HR	SEPARATION EFFECTIVE 12/20/2006
(10)	CLEBURNE A. SWILLEY	SHERIFF	1033 CAPTAIN	LABOR POOL (-900)	25/(01) \$18.77/HR	SEPARATION EFFECTIVE 12/20/2006
(11)	PEYTON W. REED	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/(01) \$10.99/HR	RECLASSIFICATION FROM LABOR POOL (-900) TO REG FIT #1043 TELECOMM OP, 14/01 (\$22,859.20) EFFECTIVE 01/12/2007
(12)	CARROLL SMITH	MAINTENANCE ENGINEERING	805 MAINTENANCE TECHNICIAN	REGULAR FULL-TIME	16/01 \$25,188.80	NEW HIRE EFFECTIVE 01/16/2007
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						

COPY



INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice,

which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. Payments by Cooperative Member.

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative or its designee. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of

the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
- a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - e) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
- (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative’s servicing contractor, endorsers and sponsors (including,

but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: James B. Crow
James B. Crow, Secretary

Date: 11/13/06

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____
Signature of authorized representative of Cooperative Member

Date: _____

Printed name and title of authorized representative

Coordinator for the
Cooperative Member is:

Name

Title

Mailing Address _____, Texas

City

Zip

Telephone

Fax

Email

Amended: No Countersignature Required

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

APPOINTMENT OF COUNTY AUDITOR

On this the 1st day of January, 2007, at a special meeting of the Honorable District Judges in and for Polk County, Texas, the appointment of Ray Stelly as 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 1st day of January, 2007 and continue through the 1st day of January, 2009. The annual salary of \$53,781.75 and \$3,869.91 annual car allowance, equal to the amount paid to the County Commissioner of Polk County, 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.

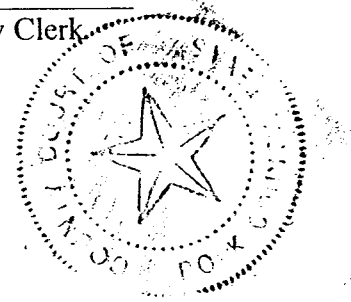
Elizabeth E Coker
Elizabeth E. Coker, Judge
258th Judicial District

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

Endorsement:
File on this the 4th day of January, 2007.

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 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 5th day
of January, 20 07
KATHY E CLIFTON, CLERK DISTRICT COURT
POLK COUNTY, TEXAS
Kathy Clifton

Form RUS-TX 442-9
(Rev. 9-02)

**UNITED STATES DEPARTMENT OF AGRICULTURE
Rural Utilities Service**

**RIGHT OF WAY EASEMENT
(General Type Easement)**

KNOW ALL MEN BY THESE PRESENTS, that Polk County, Texas, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Onalaska Water Supply (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system wide customers, under, over and across 14.904 acres of land, more particularly described in instrument recorded in Vol. 618, Page 533, Deed Records, Polk County, Texas, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width center line thereof being the pipeline as installed.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantees' facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited) and substitution or removal thereof; and (3) the right to abandon-in-place and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

In the event the easement hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land described above for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described land and that said lands are free and clear of all encumbrances and liens except the following:

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming or to claim, the same or any part thereof.

Form RUS-TX 442-9
(Rev. 9-02)

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 23rd day of January, 2007.

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

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF POLK

BEFORE ME, the undersigned, a Notary Public and in for said County and State, on this day personally appeared John P. Thompson known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledge to me that he (she) (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23rd day of January 2007.

Marcia Cook

POLK County, Texas
(Seal)

(Notary Public in and for)



RESOLUTION OF THE COMMISSIONERS COURT OF POLK COUNTY, AUTHORIZING, APPROVING AND RATIFYING THE EXECUTION OF THE FIRST ADDENDUM TO LEASE AGREEMENT BETWEEN IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS TO MAKE TECHNICAL CORRECTIONS TO THE LEASE AGREEMENT BETWEEN IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS DATED NOVEMBER 1, 2004 AS NOW AMENDED AND RESTATED IN THE FIRST AMENDMENT TO LEASE AGREEMENT DATED DECEMBER 1, 2006.

WHEREAS, Polk County, Texas has entered into a Lease Agreement with IAH Public Facility Corporation which has been amended by the First Amendment to Lease Agreement; and

WHEREAS, the Polk County Commissioners Court and its counsel have undertaken the review of said Lease Agreement between Polk County, Texas and IAH Public Facility Corporation and determined that technical corrections are necessary to accurately document the agreement of the parties; and

WHEREAS, the Polk County Commissioners Court desires to approve, ratify and confirm the execution of the First Addendum to the Lease Agreement between Polk County, Texas and IAH Public Facility Corporation; and

WHEREAS, the entry in to the proposed First Addendum to the Lease Agreement between Polk County, Texas and IAH Public Facility Corporation, subject to the terms and conditions contained therein, is determined to be in the best interest of Polk County, Texas.

NOW, THEREFORE, on the motion of Tommy Overstreet and the second of RONNIE VINCENT and upon vote of ALL ayes and NO nays it is **ORDERED** by the Polk County Commissioners Court that the County Judge and County Clerk are authorized to execute the First Addendum to the Lease Agreement between Polk County, Texas and IAH Public Facility Corporation on behalf of Polk County, Texas.

PASSED this 12th day of January, 2007, at the Commissioners Courtroom, Polk County Courthouse, Livingston, Texas.

POLK COUNTY, TEXAS

By: *John P. Thompson*
JOHN P. THOMPSON, County Judge

ATTEST:
Barbara Middleton
County Clerk



**FIRST ADDENDUM TO LEASE AGREEMENT BETWEEN
IAH PUBLIC FACILITY CORPORATION AND POLK COUNTY, TEXAS**

This First Addendum to Lease Agreement Between IAH Public Facility Corporation and Polk County, Texas (hereinafter "Addendum") is entered into by and between the IAH Public Facility Corporation (hereinafter "Lessor") and Polk County, Texas (hereinafter "Lessee") on the 18th day of December, 2006.

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement between IAH Public Facility Corporation and Polk County, Texas, dated November 1, 2004 (hereafter "Lease"); and

WHEREAS, the purpose of the Lease is to provide for the financing of the construction and acquisition of a detention facility, and acquisition of the property upon which it is located, ("Detention Facility") by the Lessee; and

WHEREAS, the intent of the Lessor and Lessee is that the legal title to the Detention Facility vest in the Lessee at the end of the term of the Lease if all rentals have been paid, or upon the Lessee's exercise of its option to purchase under the Lease; and

WHEREAS, the Lease contains clerical errors in this regard which are in need of clarification and correction.

NOW, THEREFORE, the Lessor and the Lessee agree that the Lease should be, and is hereby **Amended** as set forth below:

Section 12.3 currently reads:

12.3 Return of Project. Upon the expiration or termination of this Lease pursuant to Section 5.2(a) or (c), Lessee shall deliver possession of the Project to Lessor in the condition, repair, appearance and working order required in Section 7.1 hereof, and shall, within ten (10) days thereafter, release its interest in the Project granted by this Lease.

Section 12.3 is **Corrected** and **Amended** hereby, effective as of its original execution date, so that it shall provide as follows:

12.3 Return of Project. Upon the expiration or termination of this Lease pursuant to Section 5.2 (b), Lessee shall deliver possession of the Project to Lessor in the condition, repair, appearance and working order required in Section 7.1 hereof, and shall, within ten (10) days thereafter, release its interest in the Project granted by this Lease.

Article XIII currently reads:

ARTICLE XIII

TITLE

During the Term of this Lease, legal title to the Project and any and all repairs, replacements, substitutions and modifications to it shall be in Issuer, subject to Lessee's interest therein under the provisions of this Lease. Lessee shall not permit any lien or encumbrance of any kind to exist against the title to the Project other than Permitted Encumbrances. Upon termination of this Lease for either of the reasons specified in Sections 5.2(b) hereof, legal title to the Project shall become vested in Lessee and Lessor, Issuer and Trustee shall execute and deliver to Lessee at Lessee's expense such documents of Lessee may request to evidence the transfer of title to the Project to Lessee and the termination of Issuer's and Trustee's interests in the Project created under this Lease, the Trust Indenture and the Deed of Trust. Upon termination of this lease for either of the reasons specified in Sections 5.2(a) or (c) hereof, all interest of Lessee in the Project pursuant to this Lease immediately shall revert to Trustee, free of any right, title or interest of Lessee.

Article XIII is **Corrected** and **Amended** hereby, effective as of its original execution date, so that it shall provide as follows:

ARTICLE XIII

TITLE

During the Term of this Lease, legal title to the Project and any and all repairs, replacements, substitutions and modifications to it shall be in Issuer, subject to Lessee's interest therein under the provisions of this Lease. Lessee shall not permit any lien or encumbrance of any kind to exist against the title to the Project other than Permitted Encumbrances. Upon termination of this Lease for either of the reasons specified in Sections 5.2 (a) or (c) hereof, legal title to the Project shall become vested in Lessee and Lessor, Issuer and Trustee shall execute and deliver to Lessee at Lessee's expense such documents of Lessee may request to evidence the transfer of title to the Project to Lessee and the termination of Issuer's and Trustee's interests in the Project created under this Lease, the Trust Indenture and the Deed of Trust. Upon termination of this lease for the reason specified in Section 5.2 (b) hereof, all interest of Lessee in the Project pursuant to this Lease immediately shall revert to Trustee, free of any right, title or interest of Lessee.

Except to the extent necessary to carry out the Amendments set forth above, all other terms of the Lease shall remain unchanged.

IN WITNESS WHEREOF, Lessor has caused this Addendum to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Addendum to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR:

IAH PUBLIC FACILITY CORPORATION

By: John P. Thompson
Its President

ATTEST:

Darrell Longino
Its: Secretary

THE STATE OF TEXAS)
) ss.
COUNTY OF POLK)

BEFORE ME, the undersigned authority, on this day personally appeared John P. Thompson, the President, and Darrell Longino, the Secretary of IAH Public Facility Corporation, a Texas non-profit public corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of December, 2006.



Marcia Cook
Notary Public, State of Texas

LESSEE:

POLK COUNTY, TEXAS

By: John P. Thompson
County Judge

ATTEST:

Bonnie Haddock
County Clerk



THE STATE OF TEXAS)
) ss.
COUNTY OF POLK)

BEFORE ME, the undersigned authority, on this day personally appeared **John P. Thompson**, County Judge, and **Barbara Middleton**, County Clerk, of Polk County, known to me to be the persons whose names are subscribed to the forgoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18th day of December, 2006.



Marcia Cook

Notary Public, State of Texas

Rone Engineering

COPY

- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS TESTING
- ENVIRONMENTAL CONSULTING
- FORENSIC ENGINEERING

December 22, 2006

AF Architects
 Mr. Armand Fisher
 P.O. Box 2667
 Weatherford, TX 776086

Phone No. (817) 594-8422

RE: Revised cost for asbestos management and consulting Services.
 Polk County Temporary Office Facility
 602 E. Church St.
 Livingston, TX 77351

Dear Mr. Fisher:

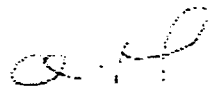
Pursuant to your request, Rone Engineer's Services Ltd. (Rone) is pleased to provide the enclosed revised cost for the Asbestos Consulting and project management in the Polk County Temporary Office Facility .

Due to the discovery of new ACM the following table will explain the change order for each phase:

Phase	Original Contract Cost	Change Order	Total
Phase 1	\$3050	\$3050	\$6100
Phase 2	\$3050	\$2500	\$5550
Phase 3	\$3050	\$2500	\$5550
Total	\$9150	\$8050	\$17200

Sincerely yours,

RONE ENGINEER'S SERVICES, LTD



Qasem Sharif, IAC
 Project Manager
 Facilities Environmental Service

Date : _____

Accepted By : _____

Name and Title : _____

DALLAS/FORT WORTH
 8908 AMBASSADOR ROW
 DALLAS, TEXAS 75247
 TELEPHONE 214-630-9745
 TELEPHONE 817-284-1318
 FACSIMILE 214-630-9819

HOUSTON
 7701 WEST LITTLE YORK
 SUITE 600
 HOUSTON, TEXAS 77040
 TELEPHONE 713-996-9979
 FACSIMILE 713-996-9972

AUSTIN
 4221 FRIEDRICH LANE
 SUITE 155
 AUSTIN, TEXAS 78744
 TELEPHONE 512-462-2733
 FACSIMILE 512-462-1155

Polk County Summary

COPIES

	As Bid	Change order	Phase Total	Date	Reason
Phase 1	\$3,050.00	\$3,050.00	\$6,100.00	10/09/06	600 sf AC duct insulation contains ACM; survey and letter report done at no charge
Phase 2	\$3,050.00	\$2,500.00	\$5,550.00	10/30/06	2700 sf of AC duct insulation identified during abatement process, removal about doubles time on site
Phase 3	\$3,050.00	\$2,500.00	\$5,550.00	10/30/06	as above, half of the 2700 sf to be removed in Phase 2, and half in Phase 3
	\$9,150.00	\$8,050.00	\$17,200.00		

Polk Co. Annex

REMOVE ADD SERVICE
11/6/06