



POLK COUNTY COMMISSIONERS COURT

February 27, 2007

10:00 A.M.

Polk County Courthouse, 3rd floor

2007-022

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 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: February 12, 2007 (Regular)
- 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. CONSIDER OFFERS ON TAX FORECLOSURE PROPERTIES: (PCT 1) LOT 302, SECTION 3, FORESTER'S RETREAT, CAUSE NO. T05-041; LOT 589, SECTION 3, FORESTER'S RETREAT, CAUSE NO. T05-023; LOT 13, BLOCK 9 HOLIDAY LAKE ESTATES #1, CAUSE NO. T01-027 (PCT 3) TRACT 19, ½ ACRE, E. PATTERSON SURVEY, A-746, CAUSE NO. T04-148.
- G. CONSIDER APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG).
- H. RATIFY AMENDMENT TOTALING \$734.60 TO PHONE SYSTEM PROPOSAL, ADDING PHONES FOR DATA PROCESSING DEPT. (2) AND TAX OFFICE WORKROOM (1).
- I. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN POLK COUNTY AND CITY OF ONALASKA FOR USE OF ELECTION EQUIPMENT AND SERVICES.

5. CONSIDER ANY/ALL ACTION REGARDING BID #2007-15, "PURCHASE AND INSTALLATION OF TWO (2) GENERATORS FOR OFFICE ANNEX FACILITY, INCLUDING RELOCATION OF EXISTING GENERATOR."

6. CONSIDER APPOINTMENTS TO FACILITY STUDY GROUP TO REPLACE TWO (2) VACANT POSITIONS.

7. TAKE ANY/ALL NECESSARY ACTION TO AMEND BID #2007-13 AWARD (OLD BERRING ROAD BRIDGE).

8. CONSIDER SHERIFF'S REQUEST FOR ISSUANCE OF COUNTY CREDIT CARDS FOR USE IN PRISONER TRANSPORT.

ADJOURN

By: John P. Thompson, County Judge

John P. Thompson

Posted: February 21, 2007

FILED FOR RECORD

2007 FEB 21 AM 8:39

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, February 21, 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

Barbara Middleton

BY: *Sahelana Walker* (Deputy)

BARBARA MIDDLETON
POLK COUNTY CLERK



FEBRUARY 27, 2007
Regular Session - 10:00 a.m.

COMMISSIONERS COURT

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

ADDENDUM to Posting # 2007-022

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Regular Session scheduled for February 27, 2007 at 10:00 A.M.

✓ AMEND TO READ:

4. **CONSENT AGENDA**

I. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS SUBMITTED BY COUNTY CLERK FOR USE OF ELECTION EQUIPMENT AND SERVICES.

AMEND TO ADD:

9. **CONSIDER APPROVAL OF CAPITAL PURCHASE LISTING FOR REIMBURSEMENT RESOLUTION.**
10. **CONSIDER APPROVAL OF PRELIMINARY PLAT OF SOMERSET SUBDIVISION, LOCATED IN PRECINCT #4.**
11. **CONSIDER APPROVAL OF CHANGE ORDER 006 SUBMITTED BY ARMAND FISHER ARCHITECTS AND RELATING TO RENOVATIONS OF POLK COUNTY OFFICE ANNEX.**
12. **CONSIDERATION AND ACTION ON A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION.**
13. **CONSIDER APPROVAL TO ADVERTISE FOR THE PURCHASE OF USED DOZER, PCT. 3**
14. **CONSIDER APPROVAL OF PRECINCT 2 ACQUISITION OF EASEMENT IN BRIDGEVIEW SUBDIVISION, BRIDGE LANDING - FOR DRAINAGE PURPOSES.**

Commissioners Court of Polk County, Texas

Dated: Friday, February 23, 2007

By: John P. Thompson, County Judge

John P. Thompson

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, February 23, 2007 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 Andrea Schmidt, Deputy

2007 FEB 23 P 4:00

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS §

DATE: FEBRUARY 27, 2007

COUNTY OF POLK §

REGULAR MEETING

Commissioner Purvis - Absent

**COMMISSIONERS COURT
AGENDA POSTING #2007 - 022**

BE IT REMEMBERED ON THIS THE 27th DAY OF FEBRUARY, 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, 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 GIVEN BY ELDRIDGE STRIEDEL.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY SHEP GREEN.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. BID SMITH THANKED COMMISSIONER WILLIS FOR MAKING THE REPAIRS TO THE PARKING AREA FOR THE TAX OFFICE.

NEW BUSINESS**4. CONSENT AGENDA:**

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE ITEMS (A) THROUGH (I) OF THE FOLLOWING AGENDA ITEMS ON TODAY'S CONSENT AGENDA.

ALL VOTING YES.

A. APPROVE MINUTES OF PREVIOUS REGULAR MEETING ON FEBRUARY 12, 2007.

B. APPROVAL OF BUDGET REVISIONS #2007-09, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)

C. APPROVAL OF BUDGET AMENDMENTS #2007-09(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)

D. APPROVAL OF SCHEDULE OF BILLS, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
2/8/07	700,000.00	ACH 886
2/8/07	40,332.58	ACH 887
2/8/07	9,432.90	ACH 888
2/8/07	26,952.28	ACH 889
2/8/07	240,091.48	ACH 890
2/8/07	20.65	ACH 891
2/8/07	3,203.14	ACH 892
2/8/07	399.90	203309
2/8/07	5,047.65	203310 - 203317
2/9/07	625,000.00	ACH 893
2/12/07	480.00	203318
2/12/07	53,207.77	203319 - 203356
2/13/07	1,000,000.00	ACH 894
2/13/07	22,597.11	203357 - 203360

DATE	AMOUNT	CHECK #
2/14/07	1,146,090.38	ACH 895
2/14/07	34,472.50	ACH 896
2/15/07	144,568.69	203361 - 203362
2/20/07	22,874.34	203363 - 203386
2/20/07	315,049.38	203387 - 203584
2/27/07	(To appear on future schedule)	\$ 619,176.38 Addendum
TOTAL	\$ 4,389,820.75	

E. APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST. (SEE ATTACHED)

F. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:

PRECINCT #1

LOT 302, SECTION 3, FORESTER'S RETREAT, CAUSE NO. T05-041;
 LOT 589, SECTION 3, FORESTER'S RETREAT, CAUSE NO. T05-023;
 LOT 13, BLOCK 9, HOLIDAY LAKE ESTATES #1, CAUSE NO. T01-027.

PRECINCT #3

TRACT 19, .50 (1/2) ACRE, E.PATTERSON SURVEY, A-746, CAUSE NO. T04-148.

G. APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG).

(SEE ATTACHED)

H. RATIFY AMENDMENT TOTALING \$734.60 TO PHONE SYSTEM PROPOSAL, ADDING
 (2) PHONES FOR DATA PROCESSING DEPARTMENT AND (1) PHONE FOR TAX OFFICE
 WORKROOM.

I. APPROVAL OF INTERLOCAL AGREEMENTS FOR USE OF ELECTION EQUIPMENT AND
 SERVICES AS SUBMITTED BY COUNTY CLERK. (SEE ATTACHED)

5. **BID #2007-15**

MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO AWARD BID TO GRIFFIN ELECTIC IN THE AMOUNT OF \$138,975.00 FOR THE PURCHASE AND INSTALLATION OF TWO (2) NATURAL GAS GENERATORS FOR OFFICE ANNEX FACILITY, INCLUDING RELOCATION OF EXISTING GENERATOR TO TAX OFFICE TO RUN THE MAIN AS400 COMPUTER.
 ALL VOTING YES.

6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPOINT DEBBIE COOPER AND EDDIE MARTIN TO FACILITY STUDY GROUP TO REPLACE TWO (2) VACANT POSITIONS CREATED BY RESIGNATIONS OF DEBBIE CLACK & DEBRA NELSON.
 ALL VOTING YES.

7. **BID #2007-13**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO **TABLE ITEM #7** "TO AMEND PREVIOUS BID & AWARD REPAIRS TO OLD BERING ROAD BRIDGE, PCT #3."
 ALL VOTING YES.

8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE SHERIFF'S REQUEST FOR ISSUANCE OF COUNTY CREDIT CARDS FOR USE IN PRISONER TRANSPORT.
 ALL VOTING YES.


9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE CAPTIAL PURCHASE LISTING FOR REIMBURSEMENT RESOLUTION.
 ALL VOTING YES. (SEE ATTACHED)

10. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE PRELIMINARY PLAT OF SOMERSET SUBDIVISION LOCATED IN PRECINCT #4, WITH JUDGE THOMPSON NOTING THAT THE EFFECTIVE DATE OF THE NEW SUBDIVISION REGULATIONS WILL BE ANNOUNCED AT A LATER DATE.
 ALL VOTING YES.

11. MOTIONED BY BOB WILLIS , SECONDED BY TOMMY OVERSTREET, TO APPROVE CHANGE ORDER (006) SUBMITTED BY ADAMS + FISHER ARCHITECTS RELATING TO RENOVATIONS AT THE POLK COUNTY OFFICE ANNEX, CONSISTING OF (4) ROOMS OF CARPET FOR \$1,400.00.
ALL VOTING YES.
12. MOTIONED BY BOB WILLIS , SECONDED BY RONNIE VINCENT, TO APPROVE A "RESOLUTION" AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION FOR JAIL EXPANSION AND LAW ENFORCEMENT CENTER, IN AN AMOUNT NOT TO EXCEED \$19 MILLION.
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO ADVERTISE FOR THE PURCHASE OF A USED DOZER, PRECINCT #3.
ALL VOTING YES.
14. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE PRECINCT #2 ACQUISITION OF EASEMENT IN BRIDGEVIEW SUBDIVISION, BRIDGE LANDING, FOR DRAINAGE PURPOSES.
ALL VOTING YES. (SEE ATTACHED)

ADJOURN:

MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 27th DAY OF FEBRUARY, 2007 AT 10:24 AM.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2007\FEB 272007.wpd

COPY

Revision # 2007-09

AMENDMENT CHANGES BY FUND

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

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

Ray Stelly

RAY STELLY
 COUNTY AUDITOR

JOHN P. THOMPSON
 COUNTY JUDGE

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
2007 010-340-559	CONSTABLE CLASS C	02/20/2007	2K7R09	10,000.00-	10,500.00-	TRANSFERRED FOR CLASS C FEE SD	500.00-	SD
				TOTAL AMENDMENTS	1	TOTAL CHANGES	500.00-	
2007 010-342-403	COUNTY CLERK REIMB	02/13/2007	2K7R09	.00	137.86	REIMBURSED FOR TRAVEL EXP C SD	137.86	SD
2007 010-342-403	COUNTY CLERK REIMB	02/13/2007	2K7R09	137.86	136.11	1.75- 1.75 CLERK REIMB CELL PH SDAL SD	1.75-	SD
2007 010-342-569	REIMBURSEMENT-SHER	02/13/2007	2K7R09	.00	219.82-	219.82- REIMB ON CELL PHONES VL	219.82-	SD
				TOTAL AMENDMENTS	3	TOTAL CHANGES	83.71-	
2007 010-367-110	ANIMAL SHELTER	02/13/2007	2K7R09	2,160.00-	2,340.00-	MOVE FUNDS TO ANIMAL SHELTE SD	180.00-	SD
2007 010-367-135	SHERIFF'S MISCELLA	02/20/2007	2K7R09	2,000.00-	2,015.00	TRANSFER TO MISC.	4,015.00	SD
2007 010-367-135	SHERIFF'S MISCELLA	02/20/2007	2K7R09	2,015.00	2,015.00-	CORRECT PRIOR ENTRY	4,030.00-	SD
				TOTAL AMENDMENTS	3	TOTAL CHANGES	195.00-	
2007 010-403-315	OFFICE SUPPLIES	02/15/2007	2K7R09	12,000.00	11,920.01	MOVE FROM OFF SUPP TO OFF E SD	79.99-	SD
2007 010-403-427	TRAVEL/TRAINING	02/13/2007	2K7R09	4,640.00	4,502.14	REIMB TRAVEL EXP CO CLERK S SD	137.86-	SD
2007 010-403-427	TRAVEL/TRAINING	02/13/2007	2K7R09	4,502.14	4,503.89	1.75- TRANSFERRED TO REIMB CELL P SD	1.75-	SD
2007 010-403-572	OFFICE EQUIPMENT	02/15/2007	2K7R09	650.00	729.99	MOVED FROM OFF SUPP TO OFF SD	79.99-	SD
				TOTAL AMENDMENTS	4	TOTAL CHANGES	136.11-	
2007 010-551-330	FURNISHED TRANSPOR	02/20/2007	2K7R09	5,000.00	5,500.00	TRANSFERRED FOR CLASS C FEE SD	500.00	SD
				TOTAL AMENDMENTS	1	TOTAL CHANGES	500.00	
2007 010-560-392	ANIMAL SHELTER	02/13/2007	2K7R09	10,000.00	10,180.00	MOVED FUNDS FROM ANIMAL SHE SD	180.00	SD
2007 010-560-423	MOBIL PHONES	02/13/2007	2K7R09	20,000.00	20,219.82	219.82- REIMB CELL PHONES VL	219.82-	SD
2007 010-560-490	MISCELLANEOUS	02/20/2007	2K7R09	2,000.00	2,015.00	15.00 TRANSFERRED FROM SHERIFF MI SD	15.00	SD
				TOTAL AMENDMENTS	3	TOTAL CHANGES	414.82	
2007 015-369-400	CULVERT/MATERIAL R	02/20/2007	2K7R09	.00	401.79	TRANSFER TO CONSTR MATERIAL SD	401.79	SD
2007 015-369-400	CULVERT/MATERIAL R	02/20/2007	2K7R09	401.79	401.79-	803.58- TO CORRECT PREVIOUS POSTING SD	803.58-	SD
2007 015-369-400	CULVERT/MATERIAL R	02/20/2007	2K7R09	401.79-	461.79-	60.00- TO CORRECT PREVIOUS TRANSAC SD	60.00-	SD
				TOTAL AMENDMENTS	3	TOTAL CHANGES	461.79-	
2007 015-624-339	CONSTRUCTION CONTR	02/20/2007	2K7R09	168,925.15	169,386.94	TRANSFERED FOR ROAD MATERIA SD	461.79	SD
				TOTAL AMENDMENTS	1	TOTAL CHANGES	461.79	

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 026-340-802	JP/CT BLDG SECURIT	02/22/2007	2K7R09	.00	1,171.25	FEES COLLECTED TO 12/31/06	SD
2007 026-340-803	JP/CT BLDG SECURIT	02/22/2007	2K7R09	.00	3,638.50	FEESC COLLECTED TO 12/31/06	SD
2007 026-340-804	JP/CT BLDG SECURIT	02/22/2007	2K7R09	.00	957.25	FEES COLLECTED TO 12/31/06	SD
REVENUE SUMMARY-SECURITY FUND				TOTAL AMENDMENTS 3	TOTAL CHANGES		
					5,767.00		
2007 027-340-802	C/H SECURITY, JP #	02/22/2007	2K7R09	3,050.00-	4,221.25-	FEES COLLECTED TO 12/31/06	SD
2007 027-340-803	C/H SECURITY, JP #	02/22/2007	2K7R09	10,500.00-	14,138.50-	FEES COLLECTED FROM 12/31/0	SD
2007 027-340-804	C/H SECURITY, JP #	02/22/2007	2K7R09	3,100.00-	4,057.25-	957.25- FEES COLLECTED TO 12/31/06	SD
TOTAL AMENDMENTS 3				TOTAL CHANGES	5,767.00-		

Budget Amendment #2007-09(A)
 #2K7A09
 FY07

<u>Fund Account</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Comments</u>	<u>Current Budget</u>	<u>Amended Budget</u>
010-342-571 010-560-393	<u>GENERAL FUND</u> State Reimbursement Sheriff Law Enforcement Supplies	2,629.00	-2,629.00	State Reimbursement for expenses K. Hammond State Reimbursement for expenses K. Hammond	0.00 25,000.00	-2,629.00 27,629.00
015-360-200 015-610-377	<u>GENERAL FUND</u> Misc Revenue Road Sinage Material/Supplies	502.50	-502.50	Sinage from Crimestoppers Sinage from Crimestoppers	0.00 10,000.00	-502.50 10,502.50
	<u>GENERAL FUND</u>					0.00 0.00
	<u>GENERAL FUND</u>					0.00 0.00
	<u>GENERAL FUND</u>					0.00 0.00
	<u>GENERAL FUND</u>					0.00 0.00
	<u>TOTALS</u>	3,131.50	-3,131.50		35,000.00	35,000.00

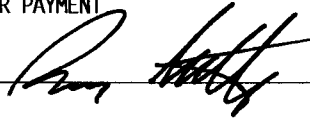
COPY

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	350,000.00
015	ROAD & BRIDGE ADM	200,000.00
061	DEBT SERVICE FUND	150,000.00
TOTAL OF ALL FUNDS		700,000.00


ACH 886

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,488.76
015	ROAD & BRIDGE ADM	6,447.88
027	SECURITY	288.38
051	AGING	667.54
101	ADULT SUPERVISION	4,381.18
185	CCAP - JUVENILE PROBATION	2,058.84
TOTAL OF ALL FUNDS		40,332.58

ACH 887

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,195.08
015	ROAD & BRIDGE ADM	1,508.06
027	SECURITY	67.46
051	AGING	156.12
101	ADULT SUPERVISION	1,024.70
185	CCAP - JUVENILE PROBATION	481.48
TOTAL OF ALL FUNDS		9,432.90

Act 888

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,472.95
015	ROAD & BRIDGE ADM	3,656.32
027	SECURITY	129.25
051	AGING	169.93
101	ADULT SUPERVISION	3,147.98
185	CCAP - JUVENILE PROBATION	1,375.85
TOTAL OF ALL FUNDS		26,952.28

Acct 889

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

RAY STELLY *Ray Stelly*

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	157,943.36
015	ROAD & BRIDGE ADM	39,678.59
027	SECURITY	1,825.73
051	AGING	4,424.21
101	ADULT SUPERVISION	24,504.07
185	CCAP - JUVENILE PROBATION	11,715.52
TOTAL OF ALL FUNDS		240,091.48

ACH 890

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

RAY STELLY _____ *Ray Stelly*

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE _____ *John P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	20.65

TOTAL OF ALL FUNDS	20.65

Act 891

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE


SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,687.30
015 ROAD & BRIDGE ADM	515.84

TOTAL OF ALL FUNDS	3,203.14

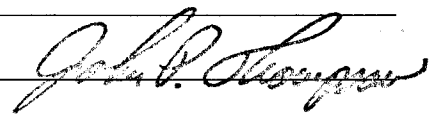
ACH 892

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

RAY STELLY _____ 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____


COUNTY JUDGE _____ 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	287.85
015	ROAD & BRIDGE ADM	98.05
185	CCAP - JUVENILE PROBATION	14.00

	TOTAL OF ALL FUNDS	399.90

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,689.67
015	ROAD & BRIDGE ADM	325.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,241.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		5,047.65

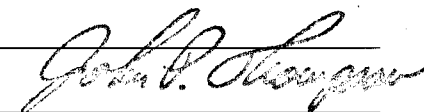
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	425,000.00
015	ROAD & BRIDGE ADM	50,000.00
061	DEBT SERVICE FUND	150,000.00

	TOTAL OF ALL FUNDS	625,000.00

ACX 893

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON


John P. Thompson

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	480.00

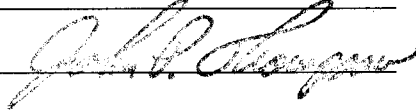
TOTAL OF ALL FUNDS	480.00

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	46,988.22
015	ROAD & BRIDGE ADM	3,818.06
027	SECURITY	113.38
040	LAW LIBRARY FUND	50.50
051	AGING	2,123.61
093	CO CLERK RECORDS MGMT FUND	114.00
	TOTAL OF ALL FUNDS	53,207.77

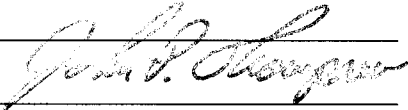
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	800,000.00
015 ROAD & BRIDGE ADM	200,000.00

TOTAL OF ALL FUNDS	1,000,000.00

ACH 894

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON


COUNTY JUDGE

John P. Thompson

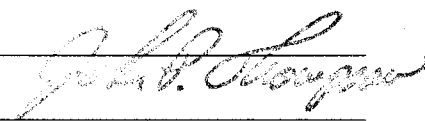
FUND	DESCRIPTION	DISBURSEMENTS
015	ROAD & BRIDGE ADM	743.30
061	DEBT SERVICE FUND	21,853.81

	TOTAL OF ALL FUNDS	22,597.11

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON 

COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

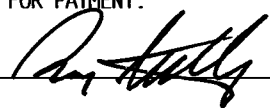
FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	1,146,090.38

TOTAL OF ALL FUNDS	1,146,090.38

ACH 895

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

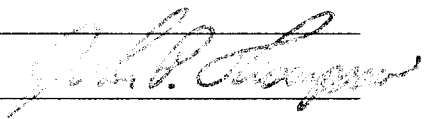
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



ACH 896

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	34,472.50

TOTAL OF ALL FUNDS	34,472.50

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

RAY STELLY

Ray Stelly


COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

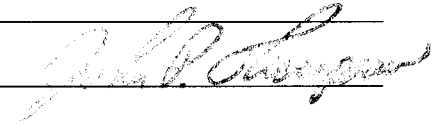
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	111,437.02
015	ROAD & BRIDGE ADM	24,651.09
027	SECURITY	550.74
051	AGING	1,101.48
185	CCAP - JUVENILE PROBATION	6,828.36
TOTAL OF ALL FUNDS		144,568.69

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

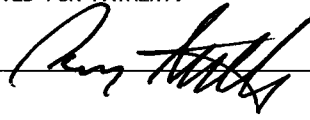
COUNTY JUDGE 

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	22,874.34

TOTAL OF ALL FUNDS	22,874.34

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

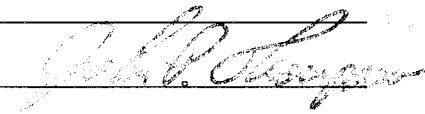
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

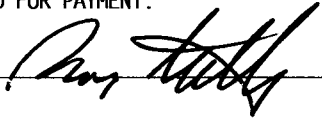
COUNTY JUDGE



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	170,755.57
013	JP JUSTICE COURT TECHNOLOGY	56.98
015	ROAD & BRIDGE ADM	103,080.59
040	LAW LIBRARY FUND	298.00
051	AGING	1,704.55
056	SHERIFF-COMMISSARY FUNDS	1,640.00
093	CO CLERK RECORDS MGMT FUND	35,038.00
094	COUNTY RECORDS MGMT FUND	2,475.69
TOTAL OF ALL FUNDS		315,049.38

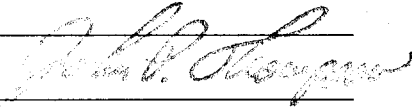
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

VOL. 53 PAGE 190

ADDENDUM
SCHEDULE OF BILLS FOR
FEBURARY 27, 2007
FY 2007

COPY

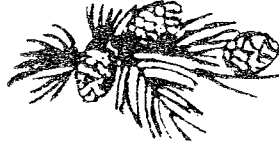
COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
CANON FINANCIAL	COPIER LEASE	\$ 409.00	010-409-331	\$ 163.20
CHRILDERN'S SAFE HARBOR	SHERIFF DEPT	SHERIFF DEPT	010-560-393	\$ 400.00
CINGULAR	CELL PHONE	R&B#3	015-623-423	\$ 215.63
CIRA	VIDIO CONFERENCING	JUV. PROB.	010-465-416	\$ 28,748.28
DAVIS, DIANE	CLEANING OFFICES	AUD/TREAS		\$ 105.00
DESIGN EQUIP. & SUPPLY	HOMELAND SECURITY	EMERG MGMT	010-695-571	\$ 1,500.00
ENTERGY	UTILITIES		10	\$ 1,357.22
GE CAPITAL	COPIER LEASE	\$ 409.00	010-409-331	\$ 1,066.92
GROUND CONTROL	SATILITE		010-409-420	\$ 239.00
HUGHES PETROLEUM	FUEL	ROAD & BRIDGE		\$ 10,776.85
INFINITY NETWORKS	HOME LAND SECURITY	EMERG MGMT	010-695-571	\$ 4,509.00
LONG/ RONNIE	HOMELAND SECURITY	EMERG MGMT	010-695.571	\$ 946.00
KEY EQUIPMENT FINANCE	POSTAGE METER LEASE	ALL	010-409-331	\$ 400.00
LONGINO/JP#1	CHECK BOOKS	JP#1	010-455-315	\$ 55.50
MENTALIX, INC	COMPUTER MAINT.	DATA PROCESSE	010-503-352	\$ 2,310.00
OXARKA	WATER	EMERG MGMT	010-695-490	\$ 49.48
PAYROLL	PAYROLL 3/9/07	ALL		\$ 422,000.00
POSTMASTER	BOX RENT	R&B#1	015-621-315	\$ 38.00
POSTMASTER	STAMPS	R&B#1	015-621-315	\$ 39.00
PROPAC INC	HOMELAND SECURITY	EMERG MGMT	010-695-571	\$ 3,373.27
PUBLIC AGENCY TRAINING	MAINT.ENG	MAINT ENG	010-511-427	\$ 250.00
RECURRING EXPENSE	MONTHLY CONTRACTS			\$ 16,537.88
NEXTEL COMMUNICATION	CELL PHONE	CONST. #2	010-552-423	\$ 98.40
POLK COUNTY CIVIGENICS	INMATE HOUSING		010-512-440	\$ 14,808.00
POLK COUNTY ENTERPRIZE	SUBSCRIPTION	PERSONNEL	010-696-430	\$ 20.00
SAM'S CLUB DIRECT	HOME LAND SECURITY	EMERG MGMT	010-695-571	\$ 993.87
SAM HOUSTON ELEC CORP	INTERNET	EMERG MGMT	010-695-423	\$ 15.66
SAM HOUSTON ELEC CORP	UTILITIES	R&B#1	015-621-440	\$ 231.35
SHELL FLEET PLUS	FUEL	SHERIFF DEPT	010-560-330	\$ 66.32
SBC SOUTHWESTERN BELL.	VIDIO CONFERENCING	JUV. PROB.	010-465-416	\$ 105,587.96
TEK-COM	COMP. MAINT.	DATA PROCESSE	010-503-452	\$ 637.00
TELCOM	INTERNET	DPS	010-402-400	\$ 37.15
WAL-MART	SUPPLIES	ALL		\$ 1,600.44
TOTAL				<u>\$ 619,176.38</u>



COPY

DATE: FEBRUARY 13, 2007 TO FEBRUARY 27, 2007 Revised 1/31/07

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	SARAH LEE CHANGE	COUNTY CLERK	106 COURT CLERK	REGULAR FULL-TIME	14/02 \$23,420.80	RESIGNED EFFECTIVE 02/28/2007
(2)	JOSE MANUAL RIOS	JAIL EXTENSION	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$22,859.20	PASSED ORAL SPANISH PROFICIENCY EXAM. QUALIFY FOR STEP INCREASE TO 14/02 (\$23,420.80) EFFECTIVE 02/19/2007
(3)	CHAD M ARBUCKLE	EXTENSION	1222 COUNTY EXTENSION AGENT	REGULAR FULL-TIME	UNCLASSIFIED \$17,122.56	NEW HIRE EFFECTIVE 03/01/2007
(4)	DOUGLAS YALE JAMES	R&B PCT #4	108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/06 \$28,454.40	RECLASSIFY TO REG FULL-TIME #115 FOREMAN I, 20/03, (\$32,136.00) EFFECTIVE 02/19/2007
(5)	MISTY MICHELLE CAMPBELL	DISTRICT CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	12/01 \$20,758.40	RESIGNED EFFECTIVE 02/23/2007
(6)	JEANETTE FAUSTINE MONTGOMERY	PERSONNEL	206 HUMAN RESOURCES ANALYST	REGULAR FULL-TIME	16/01 \$25,188.80	RECLASSIFY TO LABOR POOL (-900) #102 SECRETARY I, 12/01, (\$9,98/HR) EFFECTIVE 02/28/2007
(7)	LYNDA D SETTLES	TREASURER/ PERSONNEL	102 SECRETARY I	REGULAR FULL-TIME	12/01 \$20,758.40	TRANSFER TO REG FULL-TIME, #206 HUMAN RES. ANALYST, 16/01 (\$25,188.80) EFFECTIVE 02/28/2007
(8)	TERESA L WORLEY	COUNTY CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	12/(-01) \$19,780.80	NEW HIRE EFFECTIVE 03/01/2007
(9)	WANDA G. GOTT	TREASURER/ PERSONNEL	102 SECRETARY I	REGULAR FULL-TIME	12/01 \$20,758.40	RE-HIRE EFFECTIVE 02/28/2007
(10)						<i>Additional</i>
(11)						<i>Additional</i>
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						



City of Onalaska

P.O. Box 880 • Onalaska, Texas 77360

INTERLOCAL AGREEMENT BETWEEN

CITY OF ONALASKA AND THE COUNTY OF POLK

WHEREAS, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

WHEREAS, the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

WHEREAS, City of Onalaska ("Local Entity") desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

WHEREAS, a joint agreement between the County and Local Entity would benefit the voters in the said election, thereby serving a valid governmental purpose by the provision of such equipment and services; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and City to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

NOW THEREFORE, the County and Local Entity hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

1. INCORPORATION OF PREAMBLES, DEFINITIONS.

- A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.
- B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.

For its next election, scheduled for Saturday, May 12, 2007, ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity :

- A. As many Election Booths as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;
- B. As many Ballot Cans as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;
- C. As many Palm Size Computers (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and Local Entity at such time the equipment is to be reserved; and
- D. As many iVotronic Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and Local Entity at such time the equipment is reserved; and
- E. Such other supplies as shall be mutually agreed between the County Clerk and Local Entity to be provided.

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

3. SERVICES TO BE PROVIDED BY POLK COUNTY.

- A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity.
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.
- C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

4. OBLIGATIONS OF LOCAL ENTITY.

- A. Local Entity shall notify the County Clerk of the names of candidates and the order in which they are to be listed, and of any propositions to be included on the ballot for the election.
- B. Local Entity shall be responsible for the following costs:
 - 1. All programming costs for computer accessible voter registration lists and iVotronic Touch Screen System units;
 - 2. \$200.00 for use of each iVotronic Touch Screen Voting System Unit provided by the County;
 - 3. \$25.00 for each Palm Size Computer (including keyboard and voter registration list) provided by the County; and
 - 4. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.
- C. Local Entity shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the election. Local Entity shall be responsible for the security of the ballots at all times during the election and until delivered to the County Clerk for tabulation.
- D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section (3)(D) to be tabulated by the County Clerk, and shall be responsible for the security of those ballots.
- E. Local Entity will transport any equipment provided by the County to Local Entity 's polling place, picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. Local Entity is responsible for storage of ballots as required by law following the election.
- G. Local Entity shall be obligated for all costs described in this Section at such time as Local Entity notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the election for which such information should be provided is cancelled prior to said notification, Local Entity is responsible for no cost or other expense incurred by the County.

5. TERM.

This agreement shall be effective upon the date signed by both parties. The parties intend that the

agreement shall continue on a year to year basis, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

6. SEVERABILITY.

In case one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

8. FORCE MAJEURE.

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

9. NOTICES.

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

To Local Entity :
Name of Individual Contact: _____
Mailing Address: _____
City, State and Zip Code: _____

To County:
John P. Thompson, Polk County Judge, or his Successors in Office
Polk County Courthouse
101 West Church Street
Livingston, Texas 77351

Copies of any notice shall also be delivered to:
Barbara Middleton, County Clerk, or her Successors in Office
Polk County Courthouse
101 West Church Street

Livingston, Texas 77351

10. GENERAL PROVISIONS.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and Local Entity created by this Agreement are performable in Polk County, Texas.

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

BY LOCAL ENTITY:

By: _____

Lew Vail, Mayor

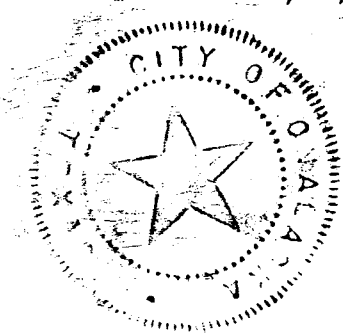
Date: February 13, 2007

Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the City of Onalaska at its duly called public meeting held on the following date: February 13, 2007

By: _____

Angela Stutts, City Secretary



POLK COUNTY

COPY

By: _____

JOHN P. THOMPSON, County Judge

Date: _____

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following date: 2/27/2007

Barbara Middleton

BARBARA MIDDLETON, County Clerk

**INTERLOCAL AGREEMENT
BETWEEN**

CITY OF CORRIGAN

(Local Entity)

AND

THE COUNTY OF POLK

WHEREAS, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

WHEREAS, the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

WHEREAS, City of Corrigan ("Local Entity") desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

WHEREAS, a joint agreement between the County and Local Entity would benefit the voters in the said elections, thereby serving a valid governmental purpose by the provision of such equipment and services; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and City to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

NOW THEREFORE, the County and Local Entity hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

1. INCORPORATION OF PREAMBLES, DEFINITIONS.

- A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.
- B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.

For its next election, scheduled for Saturday, May 12, 2007, ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity :

- A. As many Election Booths as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;

- B. As many Ballot Cans as shall be determined jointly by the County and Local Entity at such time as the equipment is reserved;
- C. As many Palm Size Computers (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and Local Entity at such time the equipment is to be reserved; and
- D. As many iVotronic Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and Local Entity at such time the equipment is reserved; and
- E. Such other supplies as shall be mutually agreed between the County Clerk and Local Entity to be provided.

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

3. SERVICES TO BE PROVIDED BY POLK COUNTY.

- A. Such personnel as may be determined jointly by the County and City for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and Local Entity .
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise Local Entity of the date of such training, and Local Entity may send a representative to observe the training conducted.
- C. Testing of the equipment to be used by Local Entity in its election to ensure the correct operation of the equipment during the election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to Local Entity for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to Local Entity for storage.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

4. OBLIGATIONS OF LOCAL ENTITY.

- A. Local Entity shall notify the County Clerk of the names of candidates and the order

in which they are to be listed, and of any propositions to be included on the ballot for the election.

- B. Local Entity shall be responsible for the following costs:
1. All programming costs for computer accessible voter registration lists and iVotronic Touch Screen System units;
 2. \$200.00 for use of each iVotronic Touch Screen Voting System Unit provided by the County;
 3. \$25.00 for each Palm Size Computer (including keyboard and voter registration list) provided by the County; and
 4. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.
- C. Local Entity shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the election. Local Entity shall be responsible for the security of the ballots at all times during the election and until delivered to the County Clerk for tabulation.
- D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section (3)(D) to be tabulated by the County Clerk, and shall be responsible for the security of those ballots.
- E. Local Entity will transport any equipment provided by the County to Local Entity 's polling place, picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. Local Entity is responsible for storage of ballots as required by law following the election.
- G. Local Entity shall be obligated for all costs described in this Section at such time as Local Entity notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the election for which such information should be provided is cancelled prior to said notification, Local Entity is responsible for no cost or other expense incurred by the County.

5. TERM.

This agreement shall be effective upon the date signed by both parties. The parties intend that the agreement shall continue on a year to year basis, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement subsequent to execution hereof.

6. SEVERABILITY.

In case one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

8. FORCE MAJEURE.

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

9. NOTICES.

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

To Local Entity :

Name of Individual Contact: Grimes Fortune, Mayor
 Mailing Address: 101 West Ben Franklin
 City, State and Zip Code: Corrigan, Texas 75939

To County:

John P. Thompson, Polk County Judge, or his Successors in Office
 Polk County Courthouse
 101 West Church Street
 Livingston, Texas 77351

Copies of any notice shall also be delivered to:

Barbara Middleton, County Clerk, or her Successors in Office
 Polk County Courthouse
 101 West Church Street
 Livingston, Texas 77351

10. GENERAL PROVISIONS.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the County and Local Entity created by this Agreement are performable in Polk County, Texas.

**INTERLOCAL AGREEMENT
BETWEEN
THE LIVINGSTON INDEPENDENT SCHOOL DISTRICT
AND
THE COUNTY OF POLK**

WHEREAS, the County of Polk ("the County"), in compliance with the requirements of the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

WHEREAS, the County, through the Polk County Clerk ("County Clerk"), has procedures for staffing personnel to conduct elections, tabulate votes, and the facilities for the training of election personnel; and

WHEREAS, the Livingston Independent School District ("LISD") desires to acquire the use of certain items of equipment and the services of the County Clerk in its scheduled elections; and

WHEREAS, a joint agreement between the County and LISD would benefit the voters in the said elections, thereby serving a valid governmental purpose by the provision of such equipment and services; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code §791.001, et seq., authorizes the County and LISD to enter into this Agreement for the purpose of achieving the governmental functions and providing the services represented herein;

NOW THEREFORE, the County and LISD hereby enter into this Interlocal Agreement ("Agreement") and mutually promise and agree to the terms and conditions described herein.

1. INCORPORATION OF PREAMBLES, DEFINITIONS.

- A. The preambles to this Agreement are incorporated in this Agreement and are found and determined to be true and correct.
- B. Where found in this Agreement, the following terms shall be defined: the term, "election period", shall mean the date scheduled for election, together with the time prescribed by the Secretary of State of the State of Texas for Early Voting, for Run-off Elections and for Recount of ballots as may be required incident thereto.

2. EQUIPMENT AND SUPPLIES TO BE PROVIDED BY POLK COUNTY.

For its next election, scheduled for Saturday, May 12, 2007, ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of LISD:

- A. As many Election Booths as shall be determined jointly by the County and LISD

at such time as the equipment is reserved;

- B. As many Ballot Cans as shall be determined jointly by the County and LISD at such time as the equipment is reserved;
- C. As many Palm Size Computers (together with keyboards, programmed with Voter Registration lists current and suitable to qualify prospective voters) as shall be determined jointly by the County and LISD at such time the equipment is to be reserved; and
- D. As many iVotronic Touch Screen Voting System units (or similar equipment then in use by the County and qualified by the Secretary of State, which provide such ADA compliant features as may be required by law to support voters who may be physically impaired, and voters who require wheelchair access) together with sufficient personal electronic ballots sufficient for use in the said units, as shall be determined jointly by the County and LISD at such time the equipment is reserved; and
- E. Such other supplies as shall be mutually agreed between the County Clerk and LISD to be provided.

Reservation of equipment and designation of supplies described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

3. SERVICES TO BE PROVIDED BY POLK COUNTY.

- A. Such personnel as may be determined jointly by the County and LISD for conducting the election, and for tabulating of votes entered in the Election, whether by electronic ballot, optical scan ballot or hand counted ballot. Specific designation of the types of ballots shall be mutually agreed between the County Clerk and LISD.
- B. Training of Election Personnel in the use of equipment for the Election. The County Clerk will advise LISD of the date of such training, and LISD may send a representative to observe the training conducted.
- C. Testing of the equipment to be used LISD in its election to ensure the correct operation of the equipment during the election.
- D. Tabulation of all ballots used in the Election. The County Clerk will then return the ballots to LISD for storage. The County Clerk shall be responsible for the security of the ballots at all times during and after the election until the ballots are returned to LISD for storage.

Request for personnel, designation of ballots and services described in this Section to be provided by the County Clerk shall be made no later than forty-five days prior to the earliest day on which voting may be conducted in the Election.

4. OBLIGATIONS OF LIVINGSTON INDEPENDENT SCHOOL DISTRICT

- A. LISD shall notify the County Clerk of the names of candidates and the order in which they are to be listed, and of any propositions to be included on the ballot for the election.
- B. LISD shall be responsible for the following costs:
 - 1. All programming costs for computer accessible voter registration lists and iVotronic Touch Screen System units;
 - 2. \$200.00 for use of each iVotronic Touch Screen Voting System Unit provided by the County;
 - 3. \$25.00 for each Palm Size Computer (including keyboard and voter registration list) provided by the County; and
 - 4. Reimbursement of any labor costs for personnel incurred by the County Clerk, together with out of pocket expenses incurred as specified in advance by the County Clerk.
- C. LISD shall deliver its ballots to the County Clerk for tabulation immediately at the conclusion of the election. LISD shall be responsible for the security of the ballots at all times during the election and until delivered to the County Clerk for tabulation.
- D. LISD shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section (3)(D) to be tabulated by the County Clerk, and shall be responsible for the security of those ballots.
- E. LISD will transport any equipment provided by the County to LISD's polling place, picking up the equipment from and returning the equipment to the sites designated by the County Clerk.
- F. LISD is responsible for storage of ballots as required by law following the election.
- G. LISD shall be obligated for all costs described in this Section at such time as LISD notifies the County Clerk of the candidates and propositions to be listed on its ballots as provided in Paragraph (A) of this Section. If the election for which such information should be provided is cancelled prior to said notification, LISD is responsible for no cost or other expense incurred by the County.

5. TERM.

This agreement shall be effective upon the date signed by both parties. The parties intend that the agreement shall continue on a year to year basis, when ratified by written addendum by each entity, with such additional provisions or deletions as shall be made by mutual agreement

subsequent to execution hereof.

6. SEVERABILITY.

In case one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Contract and this contract shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of this Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the parties.

8. FORCE MAJEURE.

Neither party to this Agreement is required to perform any contract obligation under this Agreement so long as performance is delayed or prevented by force majeure, which includes any present or future laws, rules or regulations or ordinances of the United States, the State of Texas, or any rule, regulation or order heretofore or hereafter promulgated by any federal or state governmental body, agency or official, or war, rebellion, insurrection, riot, storm, tornado, flood or other act of God or any other cause not reasonably within the defaulting party's control and that the defaulting party, by exercising due diligence cannot prevent or overcome in whole or in part.

9. NOTICES.

Any notice permitted or required under the terms of this Agreement shall be in writing and delivered in person to the respective party to whom notice is to be given, at the following address:

To LISD:
Interim Superintendent, Shelly Hullihen, or her Successors in Office
Post Office Box 1297
Livingston, Texas 77351

To County:
John P. Thompson, Polk County Judge, or his Successors in Office
Polk County Courthouse
101 West Church Street
Livingston, Texas 77351

Copies of any notice shall also be delivered to:
Barbara Middleton, County Clerk, or her Successors in Office

#9 COPY

REIMBURSEMET RESOLUTION
CAPITAL OUTLAY PURCHASES
FEBRUARY, 2007
FY2007

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
ARCADIS, INC	BRIDGE INSPECTION	R&B#3	015-623-575	\$ 1,726.18
ARCADIS, INC	BRIDGE INSPECTION	R&B#4	015-624-575	\$ 1,189.82
ARMOND FISHER ARCHITECTS	OFFICE ANNEX	MAINT ENG	010-511-574	\$ 4,125.00
CALDWELL COUNTRY CHEV	1-TON CHEV	MAINT ENG	010-511-573	\$ 46,785.00
ARMOND FISHER ARCHITECTS	JAIL EXPANSION	JAIL	010-512-571	\$ 3,850.00
ARMOND FISHER ARCHITECTS	OFFICE ANNEX	MAINT ENG	010-511-574	\$ 11,000.00
DAVIS & BROWN CONST. CO	BRIDGE REPAIR	R&B#4	015-624-575	\$ 17,900.00
WIMBERLY & ASSOCIATES	OFFICE ANNEX	MAINT ENG	010-511-574	\$ 296,847.20
TOTAL				<u>\$ 383,523.20</u>

0.*

46,785.00+

11,000.00+

296,947.20+

4,125.00+

3,850.00+

1,726.18+

1,189.82+

17,900.00+

008

383,523.20*

12.

COPY

VOL. 53 PAGE 209

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION

A RESOLUTION by the Commissioners Court of Polk County, Texas approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the Commissioners Court of Polk County, Texas (the "Court") has determined that certificates of obligation should be issued under and pursuant to the provisions of the Texas Local Government Code §§ 271.041, et seq., for the purpose of paying contractual obligations to be incurred for (1) the construction and equipping of a new County Law Enforcement Center (County Jail), including the acquisition of a site therefor in the City of Livingston, and (2) the payment of professional services and costs of issuance related thereto.

WHEREAS, prior to the issuance of such certificates, this Court is required to publish notice of its intention to issue the same in a newspaper that is of general circulation in the County, said notice stating (1) the time and place this Court tentatively proposes to pass the order authorizing the issuance of the certificates, (2) the maximum amount proposed to be issued, (3) the purposes for which the certificates are to be issued, and (4) the manner in which the County proposes to pay the certificates.

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

SECTION 1: That the County Judge is hereby authorized and directed to cause notice to be published of this Court's intention to issue certificates of obligation in an amount not to exceed \$_____ for the purpose of paying contractual obligations to be incurred for (1) construction and equipping of a new County Law Enforcement Center (County Jail), including the acquisition of a site therefor in the City of Livingston, and (2) the payment of professional services and costs of issuance related thereto; such certificates to be payable from ad valorem taxes, within the limitations prescribed by law. The notice hereby approved and authorized to be published shall read substantially in the form hereto attached as Exhibit "A".

SECTION 2: That the notice substantially in the form attached hereto, which is made a part of this Resolution for all purposes, shall be published in a newspaper of general circulation in the County once a week for two consecutive weeks, the date of the first publication to be before the fourteenth (14th) day prior to the date stated therein for the passage of the order authorizing the issuance of the certificates of obligation.

PASSED AND APPROVED this the 27th day of February, 2007.

COPY

County Judge
Polk County, Texas

ATTEST:

County Clerk and Ex-Officio
Clerk of the Commissioners
Court of Polk County, Texas

[COMMISSIONERS COURT SEAL]

Exhibit A

**NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the Commissioners Court of Polk County, Texas, will convene at 10:00 a.m. on the 27th day of March, 2007, at its regular meeting place thereof in the Polk County Courthouse, 101 W. Church Street, Livingston, Texas, and, during such meeting, the Commissioners Court will consider passage of orders and take such other actions as may be deemed necessary to authorize the issuance of the following: certificates of obligation in an aggregate principal amount not to exceed \$_____ for the purpose of paying contractual obligations to be incurred for (1) construction and equipping of a new County Law Enforcement Center (County Jail), including the acquisition of a site therefor in the City of Livingston, and (2) the payment of professional services and costs of issuance related thereto. The certificates of obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the County.

The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et. seq.

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

2276

COPY

EASEMENT AGREEMENT FOR DRAINAGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 23, 2007

Grantor: THOMAS W. MANSFIELD and wife, JANET L. MANSFIELD

Grantor's Mailing Address:

16731 County Road 127
Pearland, Texas 77581
Brazoria County

Grantee: County of Polk, a political subdivision in the State of Texas

Grantee's Mailing Address:

101 West Church Street
Livingston, Texas 77351
Polk County

Servient Estate Property:

Lot Forty-Two (42), Block One (1) of BRIDGEVIEW, a subdivision in Polk County, Texas, as same is depicted upon a plat thereof duly recorded in Volume 9, Pages 20 and 21 of the Plat Records of Polk County, Texas, to which plat and its recording reference is here made for all pertinent purposes.

Easement Property:

A ten foot (10') easement for water drainage across Lot Forty-Two (42), Block One (1) of BRIDGEVIEW subdivision in Polk County, Texas, which easement is described as follows:

BEGINNING at the North corner of said Lot 42 in the South right-of-way line of Bridgelanding Drive, said point also being the East corner of Lot 41 of said subdivision;

THENCE S 42° 18' 81" E, 59.999, more or less, with the South line of said Bridgelanding Drive and the North line of Lot 42 to the East corner of said Lot 42 and the North Corner of Lot 43 of said subdivision;

THENCE S 46° 06'05" E with the common line between Lots 42 and 43, 190 feet, more or less, to the South corner of said Lot 42 at a point in Lake Livingston at the South corner of Lot 42 and the West corner of Lot 43 of said subdivision;

THENCE N 46° 38' 49" W 10' to a point in the South line of Lot 42;

COPY

THENCE N 46° 06' 05" E 180', more or less, parallel to the East line of said Lot 42 for an interior corner of this easement and ten feet (10') from the North line of Lot 42 and the West line of Lot 43;

THENCE N 42° 18' 81" W 50', more or less, parallel to the North line of Lot 42 to a point in the West line of Lot 42, the East line of Lot 41 and South 49 17' 53" E 10', from the East corner of Lot 41, the North corner of Lot 42 and the place of BEGINNING;

THENCE N 49° 17' 53" E 10 feet to the North corner of the said Lot 42 to the place of BEGINNING, containing .05509 of an acre of land, more or less.

Easement Purpose: For the natural run off and drainage of water.

Consideration:

The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement:

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easement is

referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the

Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the fences to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate

to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

18. *Time.* Time is of the essence. Unless otherwise specified, all references to "days"

COPY

mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Tom Mansfield
TOM MANSFIELD
Janet Mansfield
JANET MANSFIELD

COUNTY OF POLK, a political subdivision in the State of Texas
By: John P. Leary

STATE OF TEXAS)
COUNTY OF POLK)

Before me, the undersigned authority, on this day personally appeared THOMAS W. MANSFIELD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of February, 2007.

E.L. McClendon, Jr.
Notary Public, State of Texas
E.L. McCLENDON, JR.
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 01-26-2009

STATE OF TEXAS)
COUNTY OF POLK)

Before me, the undersigned authority, on this day personally appeared JANET L. MANSFIELD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of February, 2007.

E.L. McClendon, Jr.
Notary Public, State of Texas
E.L. McCLENDON, JR.
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 01-26-2009

COPY

STATE OF TEXAS)
COUNTY OF POLK)

Before me, the undersigned authority, on this day personally appeared John P. Thompson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of COUNTY OF POLK, a political subdivision in the State of Texas, as its County Judge, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of February, 2007.



Marcia Cook
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Ernest L. McClendon, Jr., Attorney, PLLC
507 North Washington
Livingston, Texas 77351
Tel: (936) 327-5483
Fax: (936) 327-2606

AFTER RECORDING RETURN TO:
Ernest L. McClendon, Jr., Attorney, PLLC
507 North Washington
Livingston, Texas 77351
Tel: (936) 327-5483
Fax: (936) 327-2606

State of Texas)
County of Polk)
I, BARBARA MIDDLETON ~~County Clerk~~, that this instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

FEB 27 2007

FILED FOR RECORD
2007 FEB 27 A 10:42



Barbara Middleton
COUNTY CLERK
POLK COUNTY, TEXAS

Barbara Middleton
BARBARA MIDDLETON
POLK COUNTY CLERK

