



POLK COUNTY COMMISSIONERS COURT

March 27, 2007

10:00 A.M.

2007-032

Polk County Courthouse, 3rd floor

Livingston, Texas

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

Agenda Topics

1. **CALL TO ORDER.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC COMMENTS.**

This 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: March 13, 2007 (Regular)
- B. CONSIDER APPROVAL OF BUDGET REVISIONS 2007-11, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS 2007-11(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. RECEIVE PRELIMINARY PLAT FOR STANFORD SHORES SUBDIVISION, PRECINCT 2.
- G. CONSIDER OFFERS OF PURCHASE FOR TAX FORECLOSED PROPERTIES: (PCT 2) LOTS 43 & 44, BLOCK 3, IMPALA WOODS #3 CAUSE NOS. T01-082 & T01-081.
- H. CONSIDER COUNTY CLERK'S REQUEST RELATING TO THE APPOINTMENT OF ELECTION JUDGES FOR MAY 12, 2007 CONSTITUTIONAL AMENDMENT ELECTION.
- I. APPROVE ORDER DECLARING SURPLUS PROPERTY AND ADVERTISING FOR SALE OF SALVAGE BOILER/CHILLER EQUIPMENT REMOVED FROM POLK COUNTY OFFICE ANNEX.
- J. CONSIDER APPROVAL TO ADVERTISE FOR BIDS ON ONE (1) USED WATER TRUCK, PRECINCT 1.
- K. RATIFY AMENDMENT TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME CONTRACT #1000600.

5. CONSIDER ADOPTION OF ORDER APPROVING PAYMENT OF REGULARLY RECURRING BUDGETED EXPENSES, AS REQUESTED BY COUNTY AUDITOR.
6. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO LEASE AGREEMENT FOR OPERATION OF CORRIGAN CLINIC, LOCATED IN THE M.G. RILEY HUMANITARIAN BUILDING.
7. CONSIDER ANY/ALL ACTION REGARDING BID #2007-16, "PRECINCT 3 PURCHASE OF USED DOZER".
8. CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$19,000,000 "POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2007".
9. CONSIDER ACCEPTANCE OF SETTLEMENT RELATING TO "BEAZER PFRI CLASS ACTION" FOR 1987 ROOF INSTALLED AT LAW ENFORCEMENT CENTER.
10. CONSIDER SHERIFF'S DEPARTMENT REQUEST FOR APPROVAL RESOLUTION SUPPORTING GRANT APPLICATION FOR THE TEXAS TRAFFIC SAFETY PROGRAM STEP.
11. CONSIDER AMENDING COUNTY POLICY & PROCEDURE TO PROVIDE FOR SPECIFIC OVERTIME PAYMENTS RELATING TO WORK PERFORMED UNDER SPECIAL PROJECTS AND/OR DISASTER PERIODS, AS DETERMINED AND APPROVED BY THIS COURT.

ADJOURN

By: John P. Thompson, County Judge

Posted: Wednesday, March 21, 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 Wednesday, March 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

BY:

Andrea Schmidt (Deputy)

FILED FOR RECORD

2007 MAR 21 A 10:00



BARBARA MIDDLETON
POLK COUNTY CLERK



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

COMMISSIONERS COURT

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

ADDENDUM to Posting # 2007-032

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 March 27, 2007 at 10:00 A.M.

AMEND TO ADD;

4. L. APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) 2007 ½ TON PICKUP TRUCK FOR PERMIT/INSPECTION SUPERVISOR.
- M. RENEWAL OF LEASE AGREEMENT FOR SUPPLEMENTAL COUNTY PARKING AT SEARS PARKING LOT.
- N. APPROVAL OF CHANGE ORDER (WITHIN PROJECT CONTINGENCY) FOR ADDITIONAL ASBESTOS ABATEMENT AT OFFICE ANNEX RENOVATION PROJECT.
12. CONSIDER APPROVAL OF PRECINCT 1 CAPITAL PURCHASE OF COMPUTER HARDWARE/SOFTWARE TO BE FUNDED BY ROAD & BRIDGE FUND BALANCE IN AN AMOUNT NOT TO EXCEED THAT STATED WITHIN THIS ACTION AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FUTURE ISSUANCE OF LEGALLY AUTHORIZED DEBT.
13. CONSIDER APPROVAL TO ADVERTISE REQUEST FOR QUALIFICATIONS AND PROPOSALS TO PROVIDE ENGINEERING SERVICES RELATED TO PERMANENT ROAD IMPROVEMENTS, AS DESCRIBED WITHIN THE COUNTY'S ADOPTED BRIDGE REPAIR/REPLACEMENT POLICY.
14. CONSIDER REQUEST FROM ALABAMA-COUSHATTA INDIAN TRIBE FOR APPROVAL OF RESOLUTION SUPPORTING HB3335.
15. DISCUSSION AND CONSIDERATION OF BIG THICKET VOLUNTEER FIRE DEPARTMENT'S USE OF COUNTY OWNED LAND IN BIG THICKET LAKE ESTATES RELATING TO VFD FACILITY.

Commissioners Court of Polk County, Texas

Dated: Friday, March 23, 2007

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, March 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

FILED FOR RECORD

2007 MAR 23 P 4: 09

BY Andrea Schmidt, Deputy

BARBARA MIDDLETON
POLK COUNTY CLERK

**COMMISSIONERS COURT
AGENDA POSTING #2007 - 032**

BE IT REMEMBERED ON THIS THE 27th DAY OF MARCH, 2007
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED MEETING
WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE, JAMES J. "Buddy" PURVIS - COMMISSIONER PCT #3, PRESIDING:
BOB WILLIS - COMMISSIONER PCT#1, RONNIE VINCENT - COMMISSIONER PCT #2,
C.T. "TOMMY" OVERSTREET COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY
CLERK & RAY STELLY, COUNTY AUDITOR PRESENT WITH THE FOLLOWING AGENDA
ITEMS, ORDERS AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY COMMISSIONER JAMES J. "Buddy" PURVIS
AT 10:00 A.M.

- INVOCATION BY REV. KENNETH DARDEN, PASTOR OF THE MACADONIA BAPTIST CHURCH OF LIVINGSTON.
- PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.

2. PUBLIC COMMENTS:

- A. JOE ROEDER ASKED THAT WE KEEP ALL VETERANS IN OUR PRAYERS.
- B. BARBARA WAGSTAFF GAVE COMMENTS REGARDING THE NEED FOR A COVER (AWNING) TO BE BUILT OVER THE KENNELS AT THE SHELTER BECAUSE OF THE EXTREME HEAT IN THE SUMMER MONTHS. SHE REQUESTED THIS ITEM BE PLACED ON A FUTURE COURT AGENDA. SHE ALSO VOICED HER SUPPORT OF HB 3335 LEGISLATION TO ALLOW GAMING ON THE INDIAN RESERVATION.
- C. CALVIN RAYMOND RESIDENT OF PRECINCT #1, REPORTED THAT LARGE TRUCKS AND EQUIPMENT (DURING CONSTRUCTION AT THE IAH FACILITY) ARE CAUSING ROAD DAMAGES TO MANGUM ROAD THUS CAUSING DAMAGE TO RESIDENTS VEHICLES.

3. INFORMATIONAL REPORTS:

- A. COMMISSIONER OVERSTREET ANNOUNCED THE 62nd ANNUAL TRINITY-NECHES LIVESTOCK SHOW MARCH 27 - 29 (TUESDAY - FRIDAY) AT THE BARNEY WIGGINS RODEO AREA ON HWY 146. THE SALE IS SCHEDULED FOR FRIDAY EVENING AT THE LIVESTOCK AUCTION.

NEW BUSINESS

4. CONSENT AGENDA

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE ITEMS A - N, ON TODAY'S CONSENT AGENDA.

ALL VOTING YES.

- A. APPROVE MINUTES OF PREVIOUS MEETING, MARCH 13, 2007 (REGULAR).
- B. APPROVE BUDGET REVISIONS #2007-11, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVE BUDGET AMENDMENTS #2007-11(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)

D. APPROVE SCHEDULES OF BILLS, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
3/08/07	40,728.14	ACH 909
3/08/07	9,525.60	ACH 910
3/08/07	27,305.93	ACH 911
3/08/07	242,433.42	ACH 912
3/08/07	20.65	ACH 913
3/08/07	3,436.32	ACH 914
3/08/07	4,979.66	203838 - 203846
3/08/07	282.00	96286 - 96324
3/08/07	966.00	96325 - 96388
3/08/07	1,586.00	96389 - 96476
3/08/07	60.00	96477 - 96486
3/12/07	347,018.00	ACH 915
3/12/07	98,707.62	203847 - 203906
3/13/07	3,493.00	ACH 916
3/13/07	202,534.52	ACH 917
3/15/07	134,113.00	ACH 918
3/19/07	988.00	96487 - 96549
3/19/07	804.00	96550 - 96581
3/20/07	140,000.00	ACH 919
3/20/07	8,623.15	203907 - 203924
3/20/07	464,547.29	203925 - 204135
3/20/07	3,720.00	204136 - 204149
3/27/07	(To appear on future schedule)	\$ 487,085.91 Addendum
TOTAL	\$ 1,735,872.30	

- E. APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST. (SEE ATTACHED)
- F. RECEIVE PRELIMINARY PLAT OF STANFORD SHORES SUBDIVISION, PRECINCT #2.
- G. ACCEPT OFFER TO PURCHASE TAX FORCLOSURE PROPERTIES, IN PRECINCT #2:
LOTS 43 & 44, BLOCK 3, IMPALA WOODS #3, CAUSE NOS T01-082 & T01-081.
- H. APPROVE COUNTY CLERK'S REQUEST RELATING TO THE APPOINTMENT OF ELECTION JUDGES FOR MAY 12, 2007 "CONSTITUTIONAL AMENDMENT" ELECTION.
(SEE ATTACHED)
- I. APPROVE "ORDER" DECLARING SURPLUS PROPERTY AND ADVERTISING FOR SALE OF SALVAGE BOILER / CHILLER EQUIPMENT REMOVED FROM POLK COUNTY OFFICE ANNEX. (SEE ATTACHED)
- J. APPROVAL TO ADVERTISE FOR BIDS ON PURCHASE OF ONE (1) USED WATER TRUCK, PRECINCT #1.
- K. RATIFY AMENDMENT TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME CONTRACT #1000600. (SEE ATTACHED)
- L. APPROVAL TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) 2007 (1/2) HALF TON PICKUP TRUCK FOR PERMIT/INSPECTION SUPERVISOR.
- M. APPROVE RENEWAL OF LEASE AGREEMENT FOR SUPPLEMENTAL COUNTY PARKING AT SEARS PARKING LOT, FOR A PERIOD OF ONE (1) YEAR UNDER SAME TERMS.
- N. APPROVE CHANGE ORDER (WITHIN PROJECT CONTINGENCY) FOR ADDITIONAL ASBESTOS ABATEMENT (BY RONE ENGINEERING) AT OFFICE ANNEX RENOVATION PROJECT.
(SEE ATTACHED)


5. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE ADOPTION OF "**ORDER**" APPROVING **PAYMENT OF REGULARLY RECURRING BUDGETED EXPENSES**, AS REQUESTED BY THE COUNTY AUDITOR.
ALL VOTING YES. (SEE ATTACHED)
6. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT OFFER FROM DR. WOODROME RELATING TO OPERATION OF **CORRIGAN CLINIC** IN THE **M.G. REILY HUMANITARIAN BUILDING**, INCLUDING THE PAYMENT OF UTILITIES FOR ONE YEAR TO BE PAID BY THE COUNTY AND AUTHORIZE JUDGE THOMPSON TO EXECUTE SAID LEASE AGREEMENT.
ALL VOTING YES.
7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO AWARD **BID #2007-16**, TO **HENDRIX MACHINERY** FOR **\$38,500.00** FOR THE PURCHASE OF **(1) USED DOZER, PRECINCT #3**.
ALL VOTING YES.
8. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE AN "**ORDER**" AUTHORIZING **THE ISSUANCE OF AN AMOUNT NOT TO EXCEED \$ 19,000,000 (MILLION)** FOR "**POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2007**", AND AUTHORIZE JUDGE THOMPSON TO EXECUTE ALL DOCUMENTS RELATING TO SAME (JAIL EXPANSION).
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO "**DELETE**" **ITEM #9** "CONSIDER ACCEPTANCE OF SETTLEMENT RELATING TO BEAZER PFRI CLASS ACTION FOR 1987 ROOF INSTALLED AT LAW ENFORCEMENT CENTER.
ALL VOTING YES.
10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO APPROVE SHERIFF'S REQUEST FOR "**RESOLUTION**" **SUPPORTING GRANT APPLICATION FOR THE TEXAS TRAFFIC SAFETY PROGRAM STEP**.
ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO "**DELETE**" **ITEM #11** "CONSIDER AMENDING COUNTY POLICY & PROCEDURE TO PROVIDE FOR SPECIFIC OVERTIME PAYMENTS RELATING TO WORK PERFORMED UNDER SPECIAL PROJECTS AND/OR DISASTER PERIODS, AS DETERMINED AND APPROVED BY THIS COURT."
ALL VOTING YES.
12. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE **PRECINCT #1 CAPITAL PURCHASE OF COMPUTER HARDWARE/SOFTWARE** TO BE FUNDED BY ROAD & BRIDGE FUND BALANCE IN AN AMOUNT NOT TO EXCEED **\$3,000.00** AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FUTURE ISSUANCE OF LEGALLY AUTHORIZED DEBT.
ALL VOTING YES.
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL TO ADVERTISE FOR "**REQUEST FOR QUALIFICATIONS**" AND PROPOSALS TO PROVIDE **ENGINEERING SERVICES RELATED TO PERMANENT ROAD IMPROVEMENTS**, AS DESCRIBED WITHIN THE COUNTY'S ADOPTED BRIDGE REPAIR / REPLACEMENT POLICY.
ALL VOTING YES.

14. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE **"RESOLUTION" SUPPORTING HB 3335**, AS REQUESTED BY THE **ALABAMA- COUSHATTA TRIBES OF TEXAS**.
ALL VOTING YES. (SEE ATTACHED)

15. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, APPROVAL TO ALLOW **BIG THICKET VOLUNTEER FIRE DEPARTMENT** TO DONATE COUNTY OWNED LAND (PORTION OF 2 LOTS) IN BIG THICKET LAKE THICKET ESTATES (PRECINCT #4) FOR THE PURPOSE OF **POSSIBLE CONSTRUCTION OF A FIRE DEPARTMENT BUILDING**, WITH THE METHOD BY WHICH THE COUNTY MAY TRANSFER SUCH LAND TO BE REVIEWED BY LEGAL COUNSEL.
ALL VOTING YES.

ADJOURN:

MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 27th DAY OF MARCH, 2007 AT 10:34 A.M.
ALL VOTING YES.



JAMES J. "Buddy" PURVIS, PRESIDING
COMMISSIONER, PRECINCT #3

ATTEST 

BARBARA MIDDLETON, COUNTY CLERK

2007-11
(3/27/07)

Revisions
-AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	523.23
015 ROAD & BRIDGE ADM	117,319.86
026 JUSTICE COURT BLDG. SECURITY	630.00
056 SHERIFF-COMMISSARY FUNDS	10,259.06
093 CO CLERK RECORDS MGMT FUND	12.29

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	AMOUNT	AMOUNT	AMOUNT	DESCRIPTION	CHANGE	CLK
2007 010-221-561	IMPOUNDED ESTRAY -	03/12/2007	.00	418.00-		TRF COST ON ESTRAY TO SO	418.00-	SD
2007 010-221-561	IMPOUNDED ESTRAY -	03/14/2007	418.00-	.00		TO CORRECT PREVIOUS TRANSAC	418.00-	SD
2007 010-221-561	IMPOUNDED ESTRAY -	03/15/2007	.00	418.00-		TRF COST ON ESTRAY TO SO	418.00-	SD
	TOTAL AMENDMENTS		3	TOTAL CHANGES			418.00-	
2007 010-342-426	REIMB TRANSPORT OF	03/21/2007	.00	322.00-		TRANSFERRED FOR REIMB FOR P	322.00-	SD
2007 010-342-569	REIMBURSEMENT-SHER	03/15/2007	219.82-	43.94		FUEL REIMB FROM OTHER DEPT	263.76	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES			59.24-	
2007 010-367-110	ANIMAL SHELTER	03/21/2007	1,088.00-	1,084.00-		ANIMAL SHELTER DONATION	4.00	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES			4.00	
2007 010-403-315	OFFICE SUPPLIES	03/09/2007	11,920.01	11,907.72		MOVE FROM OFF SUPP TO COMP	12.29-	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES			12.29-	
2007 010-465-400	ATTORNEY FEES- 411	03/09/2007	140,000.00	139,565.00		TRANSFER FOR INTERPRETER FE	435.00-	SD
2007 010-465-400	ATTORNEY FEES- 411	03/14/2007	139,565.00	140,000.00		CORRECTION	435.00	SD
2007 010-465-400	ATTORNEY FEES- 411	03/15/2007	140,000.00	139,565.00		FOR INTREP FEES OVER BUDGET	435.00-	SD
2007 010-465-402	INTERPRETOR FEES -	03/09/2007	1,500.00	1,935.00		TRANSFER FOR OVER BUDGET R	435.00	SD
2007 010-465-402	INTERPRETOR FEES -	03/14/2007	1,935.00	1,500.00		CORRECTION	435.00-	SD
2007 010-465-402	INTERPRETOR FEES -	03/15/2007	1,500.00	1,935.00		FOR INTREP FEES OVER BUDGET	435.00	SD
	TOTAL AMENDMENTS		6	TOTAL CHANGES			.00	
2007 010-512-426	TRAVEL - TRANSPORT	03/21/2007	10,000.00	10,322.00		TRANSFERRED FOR PRIS TRANSP	322.00	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES			322.00	
2007 010-560-330	FUEL & OIL	03/15/2007	160,000.00	160,263.76		FUEL REIM B FROM OTHER DEPT	263.76	SD
2007 010-560-392	ANIMAL SHELTER	03/12/2007	11,072.00	11,490.00		TRF COST ON ESTRAY TO SO	418.00	SD
2007 010-560-392	ANIMAL SHELTER	03/14/2007	11,490.00	11,072.00		CORRECTION	418.00-	SD
2007 010-560-392	ANIMAL SHELTER	03/15/2007	11,072.00	11,490.00		TRF COST ON ESTRAY TO SO	418.00	SD
2007 010-560-392	ANIMAL SHELTER	03/21/2007	11,490.00	11,494.00		ANIMAL SHELTER DONATION	4.00	SD
	TOTAL AMENDMENTS		5	TOTAL CHANGES			685.76	
2007 015-101-000	CASH IN BANK	03/14/2007	.00	50,174.00		BRIDGE REPAIR APPROVED	50,174.00	SD
2007 015-101-000	CASH IN BANK	03/14/2007	50,174.00	.00		CORRECTION	50,174.00-	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES			.00	
2007 015-369-200	CULVERT/MATERIAL R	03/15/2007	91,989.54-	90,067.86-		TRANSFERRED FOR REIMB OF RE	1,921.68	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES			1,921.68	
2007 015-370-325	PCT 3 INSURANCE MO	03/12/2007	.00	3,827.54-		MOVED FOR CK 6974 REIMB OF	3,827.54-	SD
2007 015-370-325	PCT 3 INSURANCE MO	03/12/2007	3,827.54-	.00		CORRECTION	3,827.54	SD
2007 015-370-325	PCT 3 INSURANCE MO	03/12/2007	.00	3,827.54		TO MOVE FPR CK 6974 REIMB O	3,827.54	SD
2007 015-370-325	PCT 3 INSURANCE MO	03/12/2007	3,827.54-	.00		CORRECTION TO PREVIOUS ENTR	7,655.08-	SD
2007 015-370-325	PCT 3 INSURANCE MO	03/14/2007	3,827.54-	.00		CORRECTION	3,827.54-	SD
2007 015-370-325	PCT 3 INSURANCE MO	03/15/2007	.00	3,827.54-		CK 6974 REIMB OF DAMAGE	3,827.54-	SD
2007 015-370-425	PCT. 4 INSURANCE M	03/13/2007	.00	8,218.33-		REIMB FROM INS ON REPAIR	8,218.33-	SD
2007 015-370-425	PCT. 4 INSURANCE M	03/14/2007	8,218.33-	.00		TO REVERSE PREVIOUS REVISO	8,218.33	SD
2007 015-370-425	PCT. 4 INSURANCE M	03/15/2007	.00	8,218.33-		REIMB FROM INS ON REPAIRS	8,218.33-	SD
	TOTAL AMENDMENTS		9	TOTAL CHANGES			12,045.87-	
2007 015-610-377	MATERIALS/SUPPLIES	03/20/2007	10,502.00	10,502.50		CORRECTION	.50	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES			.50	
2007 015-622-339	CONSTRUCTION CONTR	03/15/2007	297,460.00	299,381.68		TRANSFERRED FOR REIMB FOR R	1,921.68	SD

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMOUNT	DESCRIPTION	AMOUNT OF CHANGE	CLK
PRECINCT #2 - ROAD & BRIDGE								
TOTAL AMENDMENTS				1	TOTAL CHANGES		1,921.68	
2007 015-623-456	PARTS & REPAIRS	03/12/2007	2K7R11	60,000.00	63,827.54	MOVED FOR CK 6974 REIMB OF	3,827.54	SD
2007 015-623-456	PARTS & REPAIRS	03/14/2007	2K7R11	63,827.54	60,000.00	CORRECTION	3,827.54	SD
2007 015-623-456	PARTS & REPAIRS	03/15/2007	2K7R11	60,000.00	63,827.54	CK 6974 REIMB OF DAMAGE	3,827.54	SD
TOTAL AMENDMENTS				4	TOTAL CHANGES		54,001.54	
PRECINCT #3 EXPENSE SUMMARY								
TOTAL AMENDMENTS				4	TOTAL CHANGES		54,001.54	
2007 015-624-456	PARTS & REPAIRS	03/13/2007	2K7R11	77,000.00	85,218.33	REIMB FROM INS REPAIR	8,218.33	SD
2007 015-624-456	PARTS & REPAIRS	03/14/2007	2K7R11	85,218.33	77,000.00	TO REVERSE PREVIOUS REVISIO	8,218.33	SD
2007 015-624-456	PARTS & REPAIRS	03/15/2007	2K7R11	77,000.00	85,218.33	REIMB FROM INS ON REPAIRS	8,218.33	SD
2007 015-624-575	CAPITAL OUTLAY-BRI	03/19/2007	2K7R11	107,890.82	143,056.82	REIMB RESOL BAXTER RD CULVE	35,166.00	SD
2007 015-624-575	CAPITAL OUTLAY-BRI	03/21/2007	2K7R11	143,056.82	171,192.82	REPAIR BRIDGE BID 2007-12 A	28,136.00	SD
TOTAL AMENDMENTS				5	TOTAL CHANGES		71,520.33	
2007 026-340-804	JP/CT BLDG SECURIT	03/09/2007	2K7R11	957.25	642.25	TRANSFER FUND TO EXPENSES	315.00	SD
TOTAL AMENDMENTS				1	TOTAL CHANGES		315.00	
2007 026-580-574	JP #4 CAPITAL OUTL	03/09/2007	2K7R11	.00	315.00	TRANSFERRED FOR EXPENSES	315.00	SD
TOTAL AMENDMENTS				1	TOTAL CHANGES		315.00	
PRECINCT #4 EXPENSE SUMMARY								
TOTAL AMENDMENTS				1	TOTAL CHANGES		5,129.53	
2007 056-367-115	COMMISSION-ON-COMM	03/14/2007	2K7R10	20,000.00	14,870.47	TRANSFER TO INMATE SUPPLIES	5,129.53	SD
TOTAL AMENDMENTS				1	TOTAL CHANGES		5,129.53	
2007 056-512-491	INMATE SUPPLIES	03/14/2007	2K7R10	17,596.66	22,726.39	TRANSFERRED FROM COMMISSION	5,129.53	SD
TOTAL AMENDMENTS				1	TOTAL CHANGES		5,129.53	
2007 093-403-572	EQUIPMENT/COMPUTER	03/09/2007	2K7R11	10,700.00	10,712.29	MOVED FROM OFF SUPP	12.29	SD
TOTAL AMENDMENTS				1	TOTAL CHANGES		12.29	

#2007-11(A)

Budget Amendment #2KTA11 FY07

POLK COUNTY
By: Stephanie Dale
Asst. Auditor

Fund Account	Description	Increase	Decrease	Comments	Current Budget	Amended Budget
010-342-551 010-560-106 010-560-201 010-560-203 010-560-204 010-560-206	GENERAL FUND TRA Payroll Reimbursement TRA Overtime Salaries Social Security Retirement Workers Compensation Unemployment	14,823.67 1,134.01 912.40 507.47 37.06	-17,414.61	Feb 2007 TRA Posting Feb 2007 TRA Posting Feb 2007 TRA Posting Feb 2007 TRA Posting Feb 2007 TRA Posting Feb 2007 TRA Posting	-155,803.37 128,000.00 129,736.77 127,277.71 51,113.29 4,703.07	-138,388.76 142,823.67 130,870.78 128,190.11 51,620.76 4,740.13
010-342-551 010-560-106 010-560-201 010-560-203 010-560-204 010-560-206	GENERAL FUND TRA Payroll Reimbursement TRA Overtime Salaries Social Security Retirement Workers Compensation Unemployment	12,741.82 974.75 784.27 436.18 31.85	-14,968.87	Jan 2007 TRA Posting Jan 2007 TRA Posting Jan 2007 TRA Posting Jan 2007 TRA Posting Jan 2007 TRA Posting	-138,388.76 142,823.67 130,870.78 128,190.11 51,620.76 4,740.13	-123,419.89 155,566.49 131,845.43 128,974.38 52,056.94 4,771.98
010-342-551 010-560-106 010-560-201 010-560-203 010-560-204 010-560-206	GENERAL FUND TRA Payroll Reimbursement TRA Overtime Salaries Social Security Retirement Workers Compensation Unemployment	21,552.46 1,648.76 1,523.76 794.59 62.50	-25,582.07	Dec 2006 TRA Posting Dec 2006 TRA Posting Dec 2006 TRA Posting Dec 2006 TRA Posting Dec 2006 TRA Posting	-123,419.89 155,566.49 131,845.43 128,974.38 52,056.94 4,771.98	-97,837.82 177,118.95 133,494.19 130,498.14 52,851.53 6,834.48
010-342-551 010-560-106 010-560-201 010-560-203 010-560-204 010-560-206	GENERAL FUND TRA Payroll Reimbursement TRA Overtime Salaries Social Security Retirement Workers Compensation Unemployment	13,834.34 1,058.33 978.09 510.04 40.12	-16,420.91	Nov 2006 TRA Posting Nov 2006 TRA Posting Nov 2006 TRA Posting Nov 2006 TRA Posting Nov 2006 TRA Posting	-97,837.82 177,118.95 133,494.19 130,498.14 52,851.53 6,834.48	-81,416.91 163,284.61 132,435.86 129,520.05 52,341.49 6,794.36
010-342-551 010-560-106 010-560-201 010-560-203 010-560-204 010-560-206	GENERAL FUND TRA Payroll Reimbursement TRA Overtime Salaries Social Security Retirement Workers Compensation Unemployment	13,939.46 1,066.37 985.52 513.92 40.42	-16,545.69	Oct 2006 TRA Posting Oct 2006 TRA Posting Oct 2006 TRA Posting Oct 2006 TRA Posting Oct 2006 TRA Posting	-81,416.91 163,284.61 132,435.86 129,520.05 52,341.49 6,794.36	-64,871.22 177,224.07 133,502.23 130,505.57 52,855.41 6,834.78
010-342-551 010-560-106 010-560-201 010-560-203 010-560-204 010-560-206	GENERAL FUND TRA Payroll Reimbursement TRA Overtime Salaries Social Security Retirement Workers Compensation Unemployment	12,470.02 953.96 881.63 459.74 36.16	-14,801.51	Sept 2006 TRA Posting Sept 2006 TRA Posting Sept 2006 TRA Posting Sept 2006 TRA Posting Sept 2006 TRA Posting	-64,871.22 177,224.07 133,502.23 130,505.57 52,855.41 6,834.78	-50,069.71 164,484.05 134,456.19 131,387.20 53,315.15 6,870.94

TOTALS				74,386.47	-74,386.46	1,357,638.96	1,475,570.95
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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,690.90
015	ROAD & BRIDGE ADM	6,797.64
027	SECURITY	276.80
051	AGING	626.78
101	ADULT SUPERVISION	4,377.26
185	CCAP - JUVENILE PROBATION	1,958.76
TOTAL OF ALL FUNDS		40,728.14

ACH 909

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


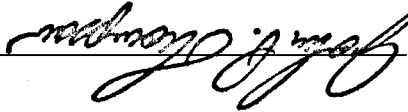
RAY STELLY *Ray Stelly*
COUNTY AUDITOR
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,242.54
015	ROAD & BRIDGE ADM	1,589.84
027	SECURITY	64.76
051	AGING	146.60
101	ADULT SUPERVISION	1,023.78
185	CCAP - JUVENILE PROBATION	458.08
TOTAL OF ALL FUNDS		9,525.60

ACH 910

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

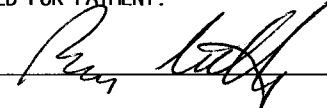
RAY STELLY 
COUNTY AUDITOR
JOHN P. THOMPSON 
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND


FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,659.35
015	ROAD & BRIDGE ADM	3,856.56
027	SECURITY	120.57
051	AGING	176.06
101	ADULT SUPERVISION	3,143.24
185	CCAP - JUVENILE PROBATION	1,350.15
	TOTAL OF ALL FUNDS	27,305.93

ACH 9/11

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
010	GENERAL FUND	158,995.05
015	ROAD & BRIDGE ADM	41,885.88
027	SECURITY	1,754.63
051	AGING	4,137.49
101	ADULT SUPERVISION	24,479.61
185	CCAP - JUVENILE PROBATION	11,180.76
TOTAL OF ALL FUNDS		242,433.42

ACIF 9/12

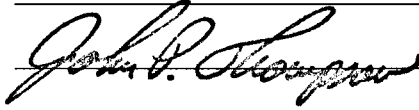
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	20.65

TOTAL OF ALL FUNDS	20.65

ACT 913

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	2,920.48
015	ROAD & BRIDGE ADM	515.84
TOTAL OF ALL FUNDS		3,436.32

ACT 914

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

RAY STELLY _____ 

COUNTY AUDITOR _____

JOHN P. THOMPSON _____ 

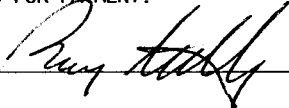
COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

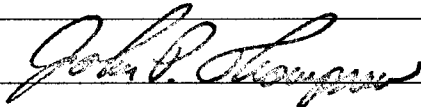
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,621.68
015	ROAD & BRIDGE ADM	325.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,241.99
185	CCAP - JUVENILE PROBATION	760.99
	TOTAL OF ALL FUNDS	4,979.66

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

318.00

TOTAL OF ALL FUNDS

318.00

282.00
CK # 92323
Voided + money
sent by ACIT

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

ACC - List 81

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	996.08
TOTAL OF ALL FUNDS	996.00

*922.00
CK # 96387
VOIDED AND MONEY
SENT BY ACH*

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

258th List 103

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,692.00
TOTAL OF ALL FUNDS	1,692.00

1586.00
~~ACT 96475~~
 101 Dad And Mommy
 Sent by ACT

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

258th List 104

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	60.00

TOTAL OF ALL FUNDS	60.00

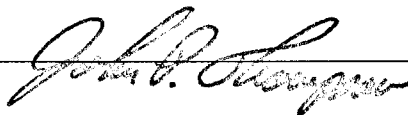
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	347,018.00
	TOTAL OF ALL FUNDS	347,018.00

AC 4915

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

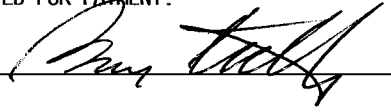
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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	85,484.08
011	HOTEL OCCUPANCY TAX FUND	163.75
013	JP JUSTICE COURT TECHNOLOGY	59.95
015	ROAD & BRIDGE ADM	10,261.16
027	SECURITY	113.38
040	LAW LIBRARY FUND	50.50
051	AGING	2,076.30
093	CO CLERK RECORDS MGMT FUND	498.50
	TOTAL OF ALL FUNDS	98,707.62

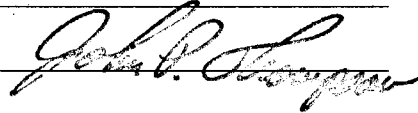
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
090 DRUG FORFEITURE FUND	3,493.00

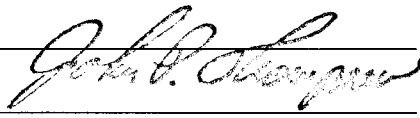
TOTAL OF ALL FUNDS	3,493.00

ACH 9/16

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	202,534.52

TOTAL OF ALL FUNDS	202,534.52

ACH 917

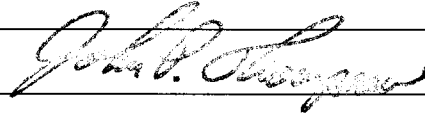
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND


FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	134,113.00

TOTAL OF ALL FUNDS	134,113.00

ACH 9/18

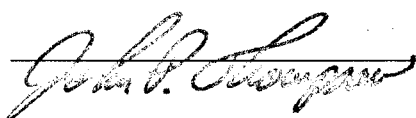
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,006.00
TOTAL OF ALL FUNDS	1,006.00

988.00
CK # 916 E48
VOIDED AND SENT
BY ACH.

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

VOL. 53 PAGE 325

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	810.00
TOTAL OF ALL FUNDS	810.00

804.00
CK # 965780
VOIDED AND SENT
BY ACH

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

ACH 919

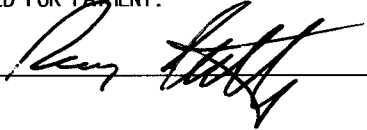
SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	140,000.00

TOTAL OF ALL FUNDS	140,000.00

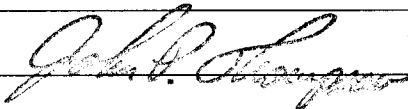
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

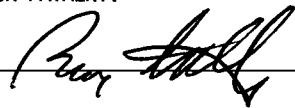
SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,623.15

TOTAL OF ALL FUNDS	8,623.15

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

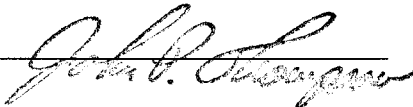
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	362,520.22
013	JP JUSTICE COURT TECHNOLOGY	21.98
015	ROAD & BRIDGE ADM	95,595.72
026	JUSTICE COURT BLDG. SECURITY	315.00
040	LAW LIBRARY FUND	303.00
051	AGING	2,721.37
093	CO CLERK RECORDS MGMT FUND	3,070.00
TOTAL OF ALL FUNDS		464,547.29

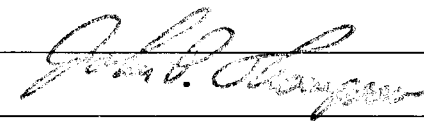
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



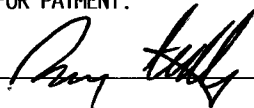
COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,720.00

TOTAL OF ALL FUNDS	3,720.00

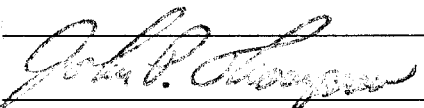
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

VOL. 53 PAGE 331

ADDENDUM
SCHEDULE OF BILLS FOR
MARCH 27, 2007
FY 2007

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
ARCADIS	ENGINEER	R&B#3	015-623-575	\$ 553.32
ARCADIS	ENGINEER	POLK CO.	010-401-352	\$ 745.34
ARCADIS	ENGINEER	R&B#3	015-623-339	\$ 762.56
BURRIS, JANIS	REPAIR EQUIPMENT	R&B#4	015-624-456	\$ 78.15
CHEROKEE COUNTY CLERK	INDIGENT	SOC. SERV.	010-645-411	\$ 934.00
CIVIGENICS, INC	INMATE HOUSING	JAIL	010-512-440	\$ 14,376.00
CLIFTON, KATHY	TRAVEL ADVANCE	DIST. CLRK	010-450-427	\$ 246.42
JEFFERSON COUNTY CLERK	INDIGENT	SOC. SERV.	010-645-411	\$ 298.00
JURY	JURY	JUDICAL	010-435-485	\$ 1,818.00
LIMESTONE COUNTY	INMATE HOUSING	SHERIFF DEPT	010-512-440	\$ 7,505.00
LIVINGSTON ISD	SCHOLARSHIP	GENERAL	010-401-480	\$ 1,000.00
MATT'S H & H	SUPPLIES	R&B#3	015-623-456	\$ 99.04
PAYROLL	APRIL, 06	GENERAL		\$ 425,000.00
POWERPLAN	PARTS	R&B#3	015-623-456	\$ 1,591.36
NORTH & EAST TEXAS CO	DUES 2007	MEMBERSHIP	010-401-481	\$ 125.00
POLK COUNTY INDUSTRIAL	2007 PLEDGE	GENERAL	010-691-470	\$ 5,000.00
RECURRING EXPENSE	GENERAL FUND			\$ 16,537.88
SAM RAYBURN G & T	TOWER RENT	SHERIFF DEPT	010-560-463	\$ 164.00
SODA FAST LUBE	REPAIR EQUIPMENT	R&B#4	015-624-456	\$ 50.00
TELCOM SUPPLY	INTERNET	JUDGE	010-400-419	\$ 33.32
TEXAS ASSOCIATION OF CO	WORKMAN COMPENSATION	GENERAL	ALL	\$ 7,321.00
THOMAS SUPPLY INC	CULVERTS	R&B#2	015-622-338	\$ 586.76
THOMAS SUPPLY INC	CULVERTS	R&B #1	015-621-338	\$ 328.51
WESTIN PARK CENTRAL	CONFERENCE	DIST. CLRK	010-450-427	\$ 132.25
WOODVILLE ISD	RESNET	GENERAL	010-401-402	\$ 1,800.00
TOTAL				<u>\$ 487,085.91</u>



Item 4 (E) VOL.

DATE: MARCH 14, 2007 TO MARCH 27, 2007 Revised List

(1)	MARVIN EARL ROBINSON	MUSEUM	114 LABORER	REGULAR PART-TIME	11/07/07 \$9,740/HR	RESIGNATION EFFECTIVE 03/02/2007
(2)	JESSICA SUTHERLAND SLACK	DISTRICT ATTORNEY	1126 LEGAL SECRETARY	REGULAR FULL-TIME	1401 \$22,859.20	RECLASSIFY TO LP (#803, SECRETARY I, 12/01), \$9,981/HR EFFECTIVE 03/28/2007
(3)	JOSEPH BRENT FOSTER	SHERIFF	1036 SERGEANT	REGULAR FULL-TIME	2201 \$33,737.60	RECLASSIFY TO #1065, DETECTIVE 2201, \$33,737.60 EFFECTIVE 03/28/2007
(4)	STEPHANIE RENEE GLOVER	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	REGULAR PART-TIME	1401 \$10,894/HR	RECLASSIFY TO REG FT #1043, TELECOMMUNICATIONS OPERATOR, 1401, \$22,859.20 EFFECTIVE 3/28/2007
(5)	ROBERT E ATKINS	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	2201 \$33,737.60	RECLASSIFY TO # 1036, SERGEANT, 2201, \$33,737.60 EFFECTIVE 3/28/2007
(6)	PAMELA J. KNIGHTON	DISTRICT CLERK	106 COURT CLERK	REGULAR FULL-TIME	1401 \$22,859.20	TRANSFER TO DISTRICT ATTORNEY OFFICE #1126, LEGAL SECRETARY, 1401, \$22,859.20 EFFECTIVE 04/02/2007
(7)	TERESA L. WORLEY	COUNTY CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	12/01 \$19,790.80	CHANGE SALARY TO BEGINNING GROUP/STEP OF 12/01 EFFECTIVE 04/02/2007
(8)	ANDREA L. SCHMIDT	COUNTY CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	1201 \$20,758.40	RECLASSIFY TO #106, COURT CLERK, 141, \$22,859.20 EFFECTIVE 04/02/2007
(9)	WILLIAM EDGAR JERRY	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	2002 \$31,396.40	RECLASSIFY TO #105, DETECTIVE, 2201, \$33,737.60 EFFECTIVE 03/27/2007
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						

Item 4(H)

P.O. Drawer 2119
Livingston, TX 77351
(936) 327-6804
(936) 327-6874 FAX

Revised
VOL. 53 PAGE 333

**Barbara Middleton
Polk County Clerk**

Memo

To: Judge John Thompson & Commissioners Court

From: Barbara Middleton, County Clerk

Date: 3/26/07

RE: Amended Appointment of Election Judges

Below is an amended list of the judges and alternate judges that I recommend be appointed for each location:

Livingston City Hall: James Walker, judge & Shirley Crager, alternate.

Onalaska Sub-courthouse: Danny Freeman, judge & Jean Murray, alternate.

Escapees Care Center: Art Ziebell, judge & Nell Mayo, alternate.

Corrigan Sub-courthouse: Bobby Smiley, judge & Frances Proctor, alternate.

Indian Springs P.O.A.: Jay Lee, judge & Frances Adams, alternate.

The judge for Livingston and Onalaska listed on the previous Memo are unable to serve as judge for this election.

In the event that any vacancies occur, I request that the County Clerk be authorized to make the necessary appointments to fill the vacancy.

Item #4 (I)



OF THE POLK COUNTY COMMISSIONERS COURT
Designating Surplus Property to be disposed through Competitive Bid.

WHEREAS, in a regular meeting of the Polk County Commissioners Court held March 27, 2007, the following items were determined to be Surplus property – Maintenance Engineering, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.152;

- One (1) Superior Natural Gas Boiler SN10259 Tx Boiler # 164595
- One (1) York Chiller Mod. # W1LC530A25A SNNFBM038611
- One (1) Carrier Liquid Chiller Mod. #30GT-025-500 SNS1692F96556

THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be disposed of by Competitive Bid.

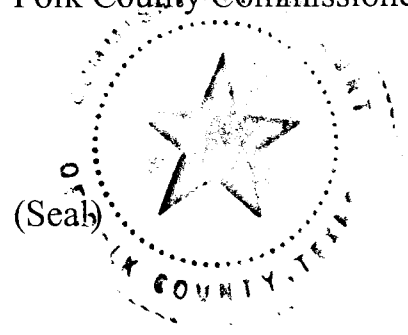


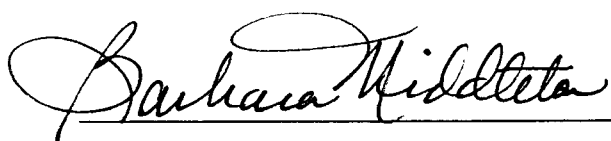
 John P. Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on March 27, 2007.

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification.





 Barbara Middleton, County Clerk
 Polk County, Texas

Item 4(K)

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000600
OWNER OCCUPIED ASSISTANCE
FIRST AMENDMENT

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM
Awarding Federal Agency: U.S. Department of Housing and Urban Development
Award Number: M __ SG 48-0100
Award Year: 2006
HUD Entity Type: State Recipient

Section 1

The **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (Department) and **POLK COUNTY** (Administrator), a Texas Corporate and Political Body, do hereby contract and agree to amend the original contract by and between the parties, effective April 17, 2006, and identified on Department's records as HOME Contract #1000600 (Contract).

Section 2

The parties hereby agree to amend the Contract identified in Section 1 above so that Section 1, Contract Period, is revised to read as follows:

The Contract shall be effective and commence on April 17, 2006 and shall terminate on October 31, 2007, unless otherwise specifically provided herein (Contract Period).

Section 3

The parties hereby agree to amend Section 3(A), Department Obligations, of the contract by adding the following:

6. No funds may be requested for reimbursement if the commitment for funding is not made ninety (90) days prior to the date found in Section 1 of this Contract, or ninety (90) days from an approved change or Amendment.
7. All eligible program work funded by this contract must be completed by **October 31, 2007**. The Department reserves the right to make payment up to sixty (60) days after the contract expiration date for work performed within the contract period.
8. The Certification of Contract Completion must be completed and submitted within sixty (60) days after the contract expiration period.

Section 4

The parties hereby agree to amend Section 7, Reporting Requirements, by adding subsection C to read as follows:

- C. Administrator agrees to provide the Department with a Monthly Contract Progress Report, in a form prescribed by the Department. The report must specify all progress made towards meeting contract performance requirements by the end of the contract term.

The Monthly Contract Progress Report must be completed and submitted by the 10th day of each month until the end of the contract term.

Section 5

The parties hereby agree to amend Section 20, Special Conditions, by adding subsection E, F and G to read as follows:

- E. Any home demolished that cannot be completed within the contract period becomes the responsibility of the Administrator for completion.
- F. The administrator shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- G. The administrator shall include language in any subcontract that failure of subcontractor/consultant to adequately perform under the contract may result in penalties up to and including Debarment from performing additional work for the Department.

Section 6

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event any conflict in terms exists, this First Amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

Section 7

This First Amendment shall be effective on the date of execution.

Section 8

By signing this First Amendment the parties expressly understand and agree that its terms shall become a part of the Contract as if they were set forth word for word therein. This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

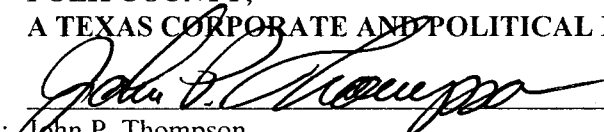
AGREED TO AND EXECUTED BY:

TEXAS DEPARTMENT OF HOUSING
AND COMMUNITY AFFAIRS

By: _____
Michael Gerber
Executive Director

Date: _____

POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY

By: 
Name: John P. Thompson
Title: County Judge

Date: March 22, 2007

Item #4
CKD
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Rone Engineering



March 19, 2006

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

AF Architects
 Mr. Armand Fisher
 P.O. Box 2667
 Weatherford, TX 778066

Phone No. (817) 594-8422

RE: Asbestos Management Services & Abatement Activities
Emergency Response for TSI of ACM contamination
 Polk County Temporary Office Facility
 802 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 cost estimate for the removal and decontamination of TSI asbestos in the Polk County Temporary Office Facility

Rone estimates the following:

- Asbestos consulting and project management for the 1st emergency response (completed on 03-17-2007) **\$3500**
- Asbestos consulting and project management for the 2nd emergency response to be completed on 03-23-2007 **\$3500**
- The total cost for both emergency response **\$7000**

Sincerely yours,

DALLAS/FORT WORTH
 0900 AMBASSADOR ROW
 DALLAS, TEXAS 75247
 TELEPHONE 214-840-9745
 TELEPHONE 972-284-1318
 FACSIMILE 214-480-9819

HOUSTON
 7701 WEST LITTLE YORK
 SUITE 600
 HOUSTON, TEXAS 77060
 TELEPHONE 713-994-9979
 FACSIMILE 713-994-9972

AUSTIN
 8221 FREDRICH LANE
 SUITE 185
 AUSTIN, TEXAS 78744
 TELEPHONE 512-488-2733
 FACSIMILE 512-482-1188

RONE ENGINEER'S SERVICES, LTD

Qasem Sharif, IAC
 Project Manager
 Facilities Environmental Service

Date : _____

Accepted By : _____

Name and Title : _____

3727 Trout St.
Houston, Texas 77093



Ph: 713-672-8559
Fax: 713-672-8245

Page 1 of 2

Assured Environmental Quality, Inc.

Jay Burks
Polk County Maintenance Department
P.O. Box 523
Leggett, TX 77350

March 19, 2007
Proposal #2007-2152-1

Re: Asbestos Abatement/Emergency Decontamination

Mr. Burks,

Assured Environmental Quality, Inc. (AEQ) is pleased to submit a proposal for the following scope of work:

The decontamination of the boiler and associated piping that came from the Polk County Office Facility Project.

1. Mobilize Equipment & Material
2. Erect Negative Pressure Enclosure (NPE) around trailer
3. Decontaminate all Movable Contents/Place Out on Yard
4. Decontaminate Boiler in Place
5. Remove and Dispose of All Contaminated Debris
6. Decontaminate NPE (w/te wipe area of all viable debris)
7. Encapsulate NPE (after post abatement inspection)
8. Dismantle NPE
9. Dispose of NPE Poly Sheeting as Contaminated Debris

\$8,735.00

EIGHT THOUSAND SEVEN HUNDRED THIRTY FIVE Dollars



Owner to provide water.

PRICE: This Proposal Price includes all Labor, Materials, Equipment, Insurance, Overhead and Profit. This proposal does not include Asbestos Consultant Fees or State Fees.

PAYMENT TERMS: AEQ will Invoice for work complete. Invoices will be due and payable upon receipt of Invoice.

GENERAL: All work will be carried out in accordance with all EPA, OSHA and, TDH Rules, Regulations and Guidelines. The owner will provide electrical service and water for the project.

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Proposal #2007-2152-1

Page 2 of 2

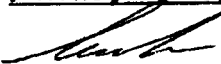
INSURANCE: AEQ carries Asbestos Specific General Liability in the amount of \$1,000,000.00 and Workers Compensation Insurance in the amounts as required by Texas Law.

DOCUMENTATION: All Abatement and Disposal Documentation will be provided in approximately 10 working days after payment of the final invoice.

Should there be any questions or if AEQ can offer any further assistance, please call us at (713) 672-8559.

Respectfully,

Jod Jenkins
Vice President

This Proposal and all of the conditions herein are hereby accepted by:

Accepted by: Luther J. Burks Title: Maintenance Engineer
Signature:  Date: 3-19-2007

This proposal is void after 60 days.

cc: Proposal File

Item # 5

THE STATE OF TEXAS § COMMISSIONERS' COURT
COUNTY OF POLK § REGULAR SESSION – MARCH 27, 2007

ON THIS, the 27th day of March, 2007, the Commissioners' Court of Polk County, Texas being in regular session of said Court, the following members thereof being present, namely

- John Thompson, County Judge , Absent
- Bob Willis, Commissioner, Precinct No. 1
- Ronnie Vincent, Commissioner, Precinct No. 2
- James J. Purvis, Commissioner, Precinct No. 3
- Tommy Overstreet, Commissioner, Precinct No. 4

the following proceedings, among others, were had, to wit

WHEREAS, this Court has recognized the need for timely payment of claims against the County of Polk and

WHEREAS, the following claims are routine and reoccurring items

- | | |
|---------------------------------------------|------------------------|
| Credit Union Deductions | Health Insurance |
| Credit Card Payments | Postage |
| Federal Payroll Taxes | Sales Tax |
| Optional Insurance Coverage | Texas State Fees |
| Retirement | Telephone |
| Child Support/IRS Deductions | Utilities |
| Lease Payments | Employee Reimbursement |
| Workers Compensation/Unemployment Insurance | |
| Payroll Checks | |
| Jury Checks | |

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Commissioners' Court of Polk County, Texas

That such claims be approved and paid when due by the County Auditor. The County Auditor and the County Treasurer shall countersign each check. The claims paid outside of Commissioners' Court will be detailed and ratified at the next session of Commissioners' Court.

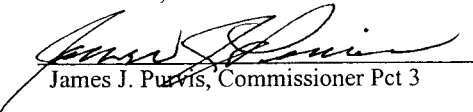
The above and foregoing order passed by vote of the Commissioners' Court of Polk County, Texas, this 27th day of March, 2007.

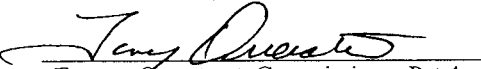
Absent

John Thompson, County Judge


Bob Willis, Commissioner Pct 1


Ronnie Vincent, Commissioner Pct 2


James J. Purvis, Commissioner Pct 3


Tommy Overstreet, Commissioner Pct 4

Attest:


Barbara Middleton, County Clerk

Item #8

COPY

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AN ORDER AUTHORIZING THE ISSUANCE OF \$19,000,000 "POLK COUNTY, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2007"

WHEREAS, the Commissioners Court of Polk County, Texas (the "Court") has determined that certificates of obligation should be issued in accordance with the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, §§ 271.041, et seq.; and the Texas Public Security Procedures Act, Chapter 1201, Texas Government Code, 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, (2) the construction of improvements, renovation and equipping of the existing County Law Enforcement Center and (3) the payment of professional services and costs of issuance related thereto; and

WHEREAS, notice of intention to issue said certificates of obligation has been published in the *Polk County Enterprise* on March 8, 2007 and March 15, 2007, such newspaper being a newspaper of general circulation in Polk County, Texas, and the date of the first publication of such notice being before the fourteenth (14th) day prior to the tentative date stated therein for the passage of this order; and

WHEREAS, on the 27th day of March, 2007, the Commissioners Court of Polk County, Texas, convened at 10:00 a.m. and, pursuant to the published notice of intention, considered passage of an order authorizing the issuance of said certificates of obligation (the "Order"); and

WHEREAS, the certificates of obligation should be sold for cash in accordance with the provisions of Texas Local Government Code §§ 271.046, as amended; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in the aforesaid notice, signed by at least 5% of the qualified voters of the County, has been presented to or filed with the County Clerk or any other County official on or prior to the date of the passage of this Order; and

WHEREAS, this Court hereby finds and determines that all of the \$19,000,000 certificates of obligation described in said notice should be issued at this time.

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

ARTICLE IDEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Certificate" or "Certificates" means the Certificates authorized to be issued by Section 3.01 of this Order and designated as "Polk County, Texas Certificates of Obligation, Series 2007," in the aggregate principal amount of \$19,000,000.

"Closing Date" means the date of the initial delivery of and payment for the Certificates.

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Construction Fund" means the construction fund established by Section 2.04 of this Order.

"Court" means the Commissioners Court of the County.

"County" means Polk County, Texas.

"Defeasance Securities" means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Certificates.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" means any broker, dealer, bank, trust company, clearing corporation or certain other organizations with bonds credited to an account maintained on its behalf by DTC.

"Event of Default" means any event of default as defined in Section 10.01 of this Order.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Court.

"Initial Certificate" means the initial certificate described in Sections 3.04(d) and 6.02(e) of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.03 of this Order.

"Interest Payment Date" means the date or dates upon which interest on each Certificate is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing August 15, 2007.

"Owner" means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

"Paying Agent/Registrar" means initially Wells Fargo Bank, National Association, or any successor thereto as provided in this Order.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 3.06(a) of this Order.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on the Certificates as the same comes due and payable and remaining unclaimed by the Owners of Certificates for 90 days after the applicable payment or redemption date.

"Underwriters" mean First Southwest Company, Southwest Securities, Inc. and Morgan Keegan & Company, Inc.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES
CREATION OF FUNDS

Section 2.01. Tax Levy for Payment of Certificates. Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax within legal limitations on each \$100 valuation of taxable property in the County, at a rate sufficient within the limits prescribed by law to pay the debt service requirements on the Certificates, being (i) the interest on the Certificates and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent (2%) per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Interest and Sinking Fund. This governing body hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the debt service requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) The County's annual budget shall reflect the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the County.

(b) The amount required to be provided in the succeeding Fiscal Year of the County from ad valorem taxes shall be the amount of the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the County.

(c) Following the final approval of the annual budget of the County, the governing body of the County shall, by Order, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (b) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the County.

If the liens and provisions of this Order shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Certificates, there shall be subtracted the amount of any Certificates that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Effect of Pledge.

Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the of taxes granted by the County under Section 2.01 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the County under Section 2.01 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Certificates the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 2.03. Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Polk County, Texas Certificates of Obligation, Series 2007 Interest and Sinking Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on, redemption premium, if any, and principal of the Certificates when and as due and payable in accordance with their terms and this Order.

Section 2.04. Construction Fund.

(a) Establishment of Construction Fund. A special fund or account, to be designated the "Polk County, Texas Certificates of Obligation, Series 2007 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the County at the official County depository. The Construction Fund shall be kept

separate and apart from all other funds and accounts of the County. The proceeds from the sale of the Certificates shall be deposited in the Construction Fund and payments therefrom shall be made as provided below.

(b) Payments from Construction Fund. Payments from the Construction Fund shall be made as follows:

(A) There shall be immediately deposited to the Interest and Sinking Fund the accrued interest on the Certificates to the date of delivery from the sale of the Certificates, if any.

(B) The remainder in the Construction Fund shall be used solely 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, (2) the construction of improvements, renovation and equipping of the existing County Law Enforcement Center and (3) the payment of professional services and costs of issuance related thereto.

(c) Surplus Construction Funds. Any moneys remaining in the Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.

Section 2.05. Security of Funds. All moneys on deposit in the Interest and Sinking Fund and the Construction Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of County funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

ARTICLE III

AUTHORIZATION: GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.01. Authorization. The County's certificates to be designated "Polk County, Texas Certificates of Obligation, Series 2007" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas. The Certificates shall be issued in the aggregate principal amount of \$19,000,000 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, (2) the construction of improvements, renovation and equipping of the existing County Law Enforcement Center and (3) the payment of professional services and costs of issuance related thereto.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Certificates shall bear interest on the unpaid principal amount thereof from April 15, 2007 (which date shall be the Issue Date noted on the Certificates). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on August 15 in the years and in the principal amounts set forth in the following schedule:

<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
2009	\$ 200,000	4.000%	2018	\$ 1,095,000	4.000%
2010	250,000	4.000%	2019	1,135,000	4.125%
2011	300,000	4.000%	2020	1,185,000	4.200%
2012	400,000	4.000%	2021	1,235,000	4.250%
2013	600,000	3.625%	2022	1,285,000	4.300%
2014	950,000	3.700%	2023	1,340,000	4.350%
2015	975,000	3.750%	2024	1,400,000	4.400%
2016	1,015,000	3.800%	2025	1,460,000	4.400%
2017	1,055,000	3.850%	2026	1,525,000	4.400%
			2027	1,595,000	4.400%

(c) Interest shall accrue and be paid on each Certificate respectively until its redemption or prior maturity from the later of the Issue Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 15 and August 15 of each year, commencing on August 15, 2007, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owner whose name appears in the Register at the close of business on the last business day of the month next preceding such Interest Payment Date (the "Record Date"); provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter, a new record date for such interest payment (the "Special Record Date") will be established by the Paying Agent/Registrar (hereinafter defined and designated) if

and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be at least 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and each Owner to whom interest is to be paid; provided, however, that the Owner shall bear all risk and expenses of such customary banking arrangements.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, a legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

Section 3.04. Control, Execution and Initial Registration.

(a) The Certificates shall be executed on behalf of the County by the County Judge, the County Clerk and the County Treasurer, by their manual or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the County had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears

thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Certificate representing the entire principal amount of all Certificates, payable in stated installment to the Underwriters, or their designees, manually signed by the County Judge, County Clerk and County Treasurer, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Underwriters or their designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver registered definitive Certificates in accordance with instructions received from the Underwriters or their designee.

Section 3.05. Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof and redemption premium (subject to the provisions herein that interest is to be paid to the person in whose name the Certificate is registered on the Record Date), if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Certificate is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the County and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Certificates remain outstanding, the County shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Order.

(b) Registration of any Certificate may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Certificates, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Certificate or any portion thereof registered in the name of such assignee or assignees. No transfer of any Certificate shall be effective until entered in the Register. Upon assignment and transfer of any Certificate or portion thereof, a new Certificate or Certificates will be issued by the Paying Agent/Registrar in conversion and exchange for such transferred and assigned Certificate. To the extent possible, the Paying Agent/Registrar will issue such new Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Certificate may be converted and exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the Owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination and in an aggregate principal or maturity amount equal to the unpaid principal or maturity amount of the Certificate presented for exchange. If a portion of any Certificate is redeemed prior to its scheduled maturity as provided herein, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon surrender thereof for cancellation. To the extent possible, a new Certificate or Certificates will be required to be delivered by the Paying Agent/Registrar to the Owner of the Certificate or Certificates in not more than three (3) business days after receipt of the Certificate to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Certificate issued in exchange for any Certificate or portion thereof assigned, transferred or converted shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall convert and exchange the Certificates as provided herein, and each substitute Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such substitute Certificate is delivered.

(e) The County will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration or any subsequent transfer, exchange or conversion of

Certificates, but the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, exchange or conversion of a Certificate. In addition, the County hereby covenants with the Owners of the Certificates that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Certificates, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration, conversion and exchange of Certificates as provided herein.

(f) Neither the County nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.07. Cancellation.

(a) All Certificates paid or redeemed before scheduled maturity in accordance with this Order, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Order, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall periodically furnish the County with certificates of destruction of such Certificates.

(b) Each substitute Certificate issued in conversion of and exchange for or replacement of (pursuant to the provisions of Sections 3.06, 3.08 and 3.09 hereof) any Certificate or Certificates issued under this Order shall have printed thereon a Certificate of Paying Agent/Registrar, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, manually sign and date such Certificate of Paying Agent/Registrar, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate of Paying Agent/Registrar is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the Commissioners Court or any other body or person so as to accomplish the foregoing conversion and exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of customary type and composition and be printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D of Chapter 1201, Texas Government Code, the duty of conversion and exchange or replacement of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Certificate of Paying Agent/Registrar, the converted and exchanged or replaced Certificates shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Initial Certificate which was originally delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(c) Certificates issued in conversion and exchange or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Certificates, (iv) shall have the characteristics, (v) shall be signed and sealed, and (vi) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the Form of Certificates set forth in this Order.

Section 3.08. Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the County may execute and, upon the County's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Order.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected herewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas

and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar, and acceptable to the County, to save the Paying Agent/Registrar and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Order to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as

nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Order. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the County, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the County or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC

and DTC Participants, as identified by DTC, of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts, as identified by DTC. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Order.

Section 3.12. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates, shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 3.13. Additional Obligations. The County reserves the right to issue any additional obligations authorized by law and such obligations may be payable from ad valorem taxes within the limits prescribed by law.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The County reserves the option to redeem Certificates maturing on and after August 15, 2013, in whole or in part, before their respective scheduled maturity dates, on August 15, 2012, or on any date thereafter (such redemption date or dates to be fixed by the County) at a price equal to the principal amount of the Certificates called for redemption plus accrued interest to the date fixed for redemption.

(b) The County, at least forty-five (45) days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and the amounts thereof to be redeemed.

Section 4.03. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or portions thereof, within such maturity to be redeemed.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge, notwithstanding any provision of Section 3.06 to the contrary.

(d) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and, if less than all the Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the County shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts received by the Paying Agent/Registrar from the County and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption

premium, if any, and accrued interest on such Certificates to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Order, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the County shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until paid or until due provision is made for the payment of same by the County.

Section 4.07. Lapse of Payment.

(a) Money set aside for the redemption of Certificates and remaining unclaimed by the Owners of such Certificates after the redemption date shall be segregated in a special escrow account and held in trust, uninvested, without interest, for the account of such Owners.

(b) Amounts held by the Paying Agent/Registrar, which represent principal of and interest on the Certificates remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable, shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The County hereby appoints Wells Fargo Bank, National Association, Houston, Texas, as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the County and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such

Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The County or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(b) The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in the Order.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be (i) a banking corporation, a banking association or a financial institution organized and doing business under the laws of the United States or of any state thereof, (ii) authorized under such laws to exercise trust powers and (iii) subject to supervision or examination by a federal or state governmental authority.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order. The County Judge is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the County and the Paying Agent/Registrar. The signature of the County Judge shall be attested by the County Clerk.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement.

Section 5.04. Termination. The County, upon not less than sixty (60) days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the County will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.01. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The Certificates shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Certificates. The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. R-_____

REGISTERED PRINCIPAL
AMOUNT \$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
POLK COUNTY, TEXAS
CERTIFICATE OF OBLIGATION
SERIES 2007

Issue Date:	Interest Rate:	Stated Maturity:	CUSIP No.:
April 15, 2007	%	_____	_____

Registered Owner:

Principal Amount: DOLLARS

Polk County, Texas (hereinafter referred to as the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the later of the Issue Date, or the most recent date to which interest has been paid or duly provided for, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2007. Principal of this Certificate is payable at its Stated Maturity or redemption to the Registered Owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of and interest on this Certificate shall be without exchange or collection charges to the Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$19,000,000 (herein referred to as the "Certificates") 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, (2) the construction of improvements, renovation and equipping of the existing County Law Enforcement Center and (3) the payment of professional services and costs of issuance related thereto, in accordance with the Constitution and

laws of the State of Texas, particularly Chapter 271, Texas Local Government Code, as amended, and pursuant to an order adopted by the Commissioners Court of the County (herein referred to as the "Order").

The Certificates maturing on and after August 15, 2013, may be redeemed prior to their Stated Maturities, at the option of the County, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on August 15, 2012, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption and upon 30 days prior written notice being sent by United States mail, first class postage prepaid, to the Registered Owners of the Certificates to be redeemed, and subject to the terms and provisions relating thereto contained in the Order.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event of a partial redemption of the principal amount of this Certificate, payment of the redemption price of such principal amount shall be made to the Registered Owner only upon presentation and surrender of this Certificate to the Paying Agent/Registrar at its Designated Payment/Transfer Office, and there shall be issued to the Registered Owner hereof, without charge, a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum hereof. If this Certificate is selected for redemption, in whole or in part, the County and the Paying Agent/Registrar shall not be required to transfer this Certificate to an assignee of the Registered Owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limits prescribed by law, upon all taxable property in the County. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the Owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be discharged at or prior to its maturity, and deemed to be no longer outstanding thereunder; and for other terms and provisions

contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Certificate, subject to certain limitations contained in the Order, may be transferred on the Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Register (i) on the Record Date as the Owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the Owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the Owner for all other purposes, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Certificate on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Certificate appearing on the Register at the close of business on the last business day next preceding the date of mailing of such notice.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions and things to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said County sufficient, within the limits prescribed by law to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the County, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County has caused this Certificate to be executed by the manual or facsimile signature of the County Judge of the County and countersigned by the manual or facsimile signature of the County Clerk, registered by the manual or

facsimile signature of the County Treasurer, and the official seal of the County has been duly impressed or placed in facsimile on this Certificate.

County Judge
Polk County, Texas

County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]

REGISTERED:

County Treasurer
Polk County, Texas

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a Certificate of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar. The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of Certificates was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Order.

WELLS FARGO BANK, NATIONAL
ASSOCIATION
Houston, Texas
As Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate, or duly authorized representative or attorney thereof, hereby assigns this Certificate to:

_____/_____/_____
(Assignee's Social Security or Taxpayer Identification Number) (print or typewrite Assignee's name and address, including zip code)

and hereby irrevocably constitutes and appoints _____
attorney, to transfer the registration of this Certificate on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).

Registered Owner
 NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Initial Certificate. The Initial Certificate shall be in a form set forth in subsection (a) of this Section, except the heading and first paragraph shall be replaced and completed as set forth below:

REGISTERED
 No. T-1 \$19,000,000

UNITED STATES OF AMERICA
 STATE OF TEXAS
 POLK COUNTY, TEXAS
 CERTIFICATE OF OBLIGATION
 SERIES 2007

Issue Date: CUSIP No.:
 April 15, 2007 _____

Registered Owner:

Principal Amount: NINETEEN MILLION DOLLARS

Polk County, Texas (hereinafter referred to as the "County"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on August 15 in the years and in principal installments in accordance with the following schedule:

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENTS</u>	<u>INTEREST</u> <u>RATE</u>
-----------------------------------	-----------------------------------------	--------------------------------

(Information to be inserted from
 schedule in Section 3.02(b) hereof.)

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the Issue Date, or the most recent

date to which interest has been paid or duly provided for, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 each year, commencing August 15, 2007. Principal installments of this Certificate are payable in the year of maturity or on a prepayment date to the Registered Owner hereof by Wells Fargo Bank, National Association (the "Paying Agent/Registrar"), upon presentation and surrender, at its Designated Payment/Transfer Office in Houston, Texas. Interest is payable to the Registered Owner of this Certificate whose name appears on the "Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each Interest Payment Date, and interest shall be paid by the Paying Agent/Registrar by check sent by United States mail, first class postage prepaid, to the address of the Registered Owner recorded in the Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the Owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 6.03. CUSIP Registration. The County may secure identification numbers (the "CUSIP numbers") and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the County nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.04. Legal Opinion. The approving legal opinion of Bickerstaff, Heath, Pollan & Caroom, L. L. P., Bond Counsel, may be printed on the reverse side of each Certificate or may be attached to each Certificate.

Section 6.05. Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Certificates may be printed on each Certificate.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS AND APPROVAL OF OFFICIAL STATEMENT

Section 7.01. Sale. The Certificates are hereby sold and shall be delivered to the Underwriters at a price of \$18,634,993.22 (representing the principal amount of the Certificates, less an original issue discount of \$237,876.95 and less an underwriters' discount of \$127,129.83) plus accrued interest on the Certificates from April 15, 2007 to the date of closing, in accordance with the terms of a Purchase Agreement of even date herewith, presented to and hereby approved by the Commissioners Court, which price and

terms are hereby found and determined to be the most advantageous and reasonably obtainable by the County. The County Judge is authorized to execute the Purchase Agreement. In addition, other appropriate officials of the County are hereby authorized and directed to execute such Purchase Agreement on behalf of the County. The County Judge and all other officers, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

Section 7.02. Control and Delivery of Certificates.

(a) The County Judge is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Underwriters under and subject to the general supervision and direction of the County Judge, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03. Approval of Official Statement.

The form and substance of the Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The County Judge and the County Clerk are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Underwriters. The use and distribution of the Preliminary Official Statement by the Underwriters is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the County. The Underwriters are hereby authorized to use and distribute the Official Statement in re-offering, sale, and delivery of the Certificates to the public. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 7.04. Appropriation for August 15, 2007 Interest Payment.

The County has sufficient funds in its Reserve Fund to make the first interest payment that comes due on the Certificates on August 15, 2007 in the amount of \$262,730.42. Such funds sufficient to make the August 15, 2007 interest payment are appropriated and transferred to the Interest and Sinking Fund for the Certificates, as of the date of delivery and payment for the Certificates.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Construction Fund and the Interest and Sinking Fund, at the option of the County, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income. Interest and income derived from investment of the Interest and Sinking Fund and the Construction Fund shall be credited to the respective Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Certificates. On or before each Interest Payment Date of the Certificates and while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Certificates as will accrue or mature on the applicable Interest Payment Date.

Section 9.02. Federal Tax Covenants.

(a) The County hereby represents that the proceeds of the Certificates are needed at this time for the purposes specified in Section 3.01 hereof; that based on current facts, estimates and circumstances, it is reasonably expected that final disbursement of the proceeds of the Certificates will occur within three years after the Closing Date, that substantial binding obligations to commence such acquisitions will be incurred within six months of the Closing Date and that the accomplishment of the projects for which the Certificates are hereby issued will proceed with due diligence to completion; that it is not reasonably expected that the proceeds of the Certificates or money deposited in the Interest and Sinking Fund will be used or invested in a manner that would cause the Certificates to be or become "arbitrage bonds," within the meaning of Section 148 of the Code; and that, except for the Interest and Sinking Fund, no other funds or accounts have been established or pledged to the payment of the Certificates.

(b) The County will not take any action or fail to take any action with respect to the investment of the proceeds of the Certificates or any other funds of the County, including amounts received from the investment of any of the foregoing, which act or omission based upon the facts, estimates, and circumstances known on the Closing Date, would result in constituting the Certificates "arbitrage bonds," within the meaning of Section 148 of the Code, and the County will not take any deliberate action motivated by arbitrage that would have such result.

(c) The County will comply with the provisions of Section 148(f) of the Code (relating to paying certain excess earnings of investment proceeds of the Certificates to the United States) and the regulations promulgated thereunder.

(d) The County will not take any action or fail to take any action which act or omission would result in the interest on the Certificates being includable in gross income for federal tax purposes.

(e) The County will not take any action or fail to take any action which act or omission would result in the Certificates being treated as "private activity bonds" within the meaning of Section 141(a) of the Code.

(f) The County will not take any action or fail to take any action which act or omission would result in the Certificates being treated as "federally guaranteed" within the meaning of Section 149(b) of the Code.

(g) Proper officers of the County charged with the responsibility of issuing the Certificates are hereby directed to make, execute and deliver certifications as to facts, estimates and circumstances in existence as of the Closing Date and stating whether there are any facts, estimates or circumstances that would materially change the County's current expectations.

(h) The covenants and representations made or required by this Section are for the benefit of the Owners and may be relied upon by the Owners and Bond Counsel for the County.

Section 9.03. Other Representations and Covenants.

(a) The County will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Certificate; the County will promptly pay or cause to be paid the principal of and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the County will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The County is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has

been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the County in accordance with their terms.

Section 9.04. Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

"SID" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

(b) *Updated Information and Data.* The County shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year ending in or after 2007, submit financial information and operating data with respect to the County that is of the general type included in the Official Statement authorized by Section 7.03, being the information described in Schedules 1, 3 through 7 and 9 through 11 of Appendix A and annual audited financial statements of the County set forth in Appendix C thereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the County may be required to employ from time to time in accordance with State law, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID, and audited financial statements when and if the audited financial statements become available.

If the County changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference

to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(c) Material Event Notices. The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of holders of the Certificates;
8. Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds; and
11. Rating changes.

The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section with respect to the County and the Certificates while, but only while, the County remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the County in any event will give notice required by subsection (c) of this Section of any bond calls and defeasance that cause the County to no longer be such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and Beneficial Owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the County or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

· UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Certificates. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an "Event of Default," to wit:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the County.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XIDISCHARGE

Section 11.01. Discharge and Defeasance. If the County shall pay or cause to be paid, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Defeasance Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the County, which Defeasance Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

Any money so deposited with the Paying Agent/Registrar, and all income from Defeasance Securities held in trust by the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the County, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following

the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

Section 11.02. Discharge by Deposit.

(a) The County may discharge its obligation to pay the principal of, redemption premium, if any, and interest on all or any portion of the Certificates and its obligation to pay other sums payable or to become payable under this Order by the County, including the compensation due or to become due the Paying Agent/Registrar, in accordance with the following provisions:

(i) depositing or causing to be deposited with the Paying Agent/Registrar an amount of money that, together with the interest earned on or capital gains or profits to be realized from the investment of such money, will be sufficient to pay the principal of, redemption premium, if any, and accrued interest on such Certificates to maturity or to the date fixed for prior redemption of such Certificates, and to pay such other amounts as may be reasonably estimated by the Paying Agent/Registrar to become payable under this Order with respect to the Certificates being provided for, including the compensation due or to become due the Paying Agent/Registrar; and

(ii) providing the Paying Agent/Registrar with an opinion of nationally recognized bond counsel acceptable to the Paying Agent/Registrar to the effect that the deposit specified in subdivision (i) of this subsection (a) will not cause the interest on any of the Certificates to become subject to federal income taxation.

(b) Subject to subsection (c) of this Section, upon compliance with subsection (a) of this Section, the Certificates for the payment of which provision is thus made shall no longer be regarded as outstanding and unpaid, and the Paying Agent/Registrar, upon receipt of a letter of instructions from the County requesting the same, shall discharge and release the lien of this Order as to such Certificates and shall execute and deliver to the County such releases or other instruments as shall be requisite to release the lien hereof.

(c) Before discharge and release of any portion of the lien of this Order pursuant to this Section, the County shall make the following provisions with the Paying Agent/Registrar:

(i) the establishment of a separate escrow account fund with the Paying Agent/Registrar for the deposit pursuant to subsection (a)(i) of this Section;

(ii) the payment to the Owners at the date of maturity or at the date fixed for prior redemption, as applicable, of the full amount to which the Owners of the appropriate Certificates would be entitled by way of principal, redemption premium, if any, and interest to the date of such maturity or prior redemption;

(iii) the investment of such moneys by the Paying Agent/Registrar in securities or obligations maturing in sufficient time, in the judgment of the Paying Agent/Registrar, to make available the moneys required for such purposes;

(iv) the sending of written notice by registered or certified United States mail to the Owner of each appropriate Certificate then outstanding within thirty (30) days following the date of such deposit that such moneys are so available for such payment; and

(v) the payment to the County, periodically or following final payment of the principal of, redemption premium, if any, and interest on the appropriate Certificates, of any moneys, interest earnings, profits or capital gains over and above the amounts necessary for such purposes.

(d) Notwithstanding anything in this Order to the contrary, any money deposited in the escrow account for the discharge and release of the lien of this Order shall be invested in direct obligations of the United States or obligations which are unconditionally guaranteed by the United States.

ARTICLE XII

MUNICIPAL BOND INSURANCE

Section 12.01. Approval. The purchase of and payment of the premium for municipal bond insurance from Financial Security Assurance, Inc. by the County, in accordance with the terms of a commitment for such insurance presented to and hereby approved by the Commissioners Court is hereby authorized. All officials and representatives of the County are authorized and directed to execute such documents and to do any and all things necessary or desirable to obtain such insurance, and the printing on the Certificates of an appropriate legend regarding such insurance is hereby approved.

ARTICLE XIII

Section 13.01. Further Procedures. The County Judge, County Clerk, and all other officers, employees, and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things to execute, acknowledge and deliver in the name and under the official seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms


and provisions of this Order, the Certificates and the Official Statement pertaining thereto. In case any officer whose facsimile signature shall appear on any Certificates shall cease to be such officer before the delivery of the Certificates, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

Section 13.02. Order a Contract; Amendments. The Order shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the County and its successors and assigns, and shall not be amended or repealed by the County as long as any Certificate remains outstanding except as permitted in this Section. The County may amend the Order without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the County may, with the written consent of the holders of a majority in aggregate principal amount of the Certificates then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Order; except that, without the consent of the Owners of all the Certificates affected, no such amendment, addition, or rescission may (1) make any change in the maturity of any of the outstanding Certificates; (2) reduce the rate of interest borne by any of the outstanding Certificates; (3) reduce the amount of the principal or maturity value of, or redemption premium, if any, payable on any outstanding Certificates; (4) modify the terms of payment or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or (5) change the minimum percentage amount of the Certificates necessary to be held by registered owners for consent to such amendment.

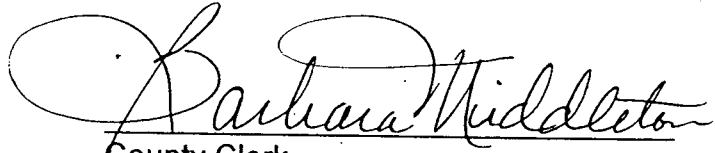
Section 13.03. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Order, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

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PASSED AND APPROVED this 27th day of March, 2007.


County Judge
Polk County, Texas

ATTEST:


County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]



Item #10



**Supporting Grant Application to the Texas Department of
Transportation**

For The Texas Traffic Safety Program STEP

WHEREAS, it is found to be in the best interest of the citizens of Polk County that the Texas Traffic Safety Program STEP be operated; and

WHEREAS, The Polk County Commissioners Court agrees to provide for the said project as required by the Texas Department of Transportation grant application; and

WHEREAS, The Polk County Commissioners Court agrees that in the event of loss or misuse of the Texas Department of Transportation funds, Polk County assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Polk County Commissioners Court designates Sheriff of Polk County as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency, upon notification to the Commissioners Court.

NOW, THEREFORE BE IT RESOLVED THAT:

that The Polk County Commissioners Court approves submission of the grant application for the Texas Traffic Safety Program STEP to the Texas Department of Transportation.

APPROVED and ADOPTED in a regular session held on the day of March, 2007.

Item #14
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RESOLUTION

Of the Polk County Commissioners Court

IN SUPPORT OF PASSAGE OF HOUSE BILL 3335

WHEREAS, House Bill 3335 has been introduced for consideration by the 80th Session of the Legislature of the State of Texas; and

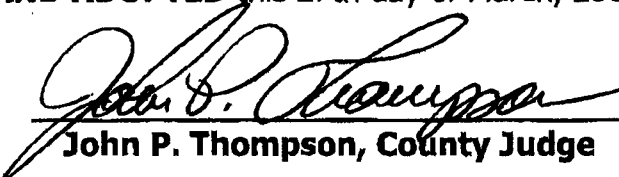
WHEREAS, House Bill 3335 relates to the operation of video lottery games for this state to provide additional money to fund governmental programs; the creation, powers, and duties of the Texas Gaming and Boxing Commission; the powers and duties of the Texas Lottery Commission, the Texas Racing Commission, and the Texas Commission of Licensing and Regulation, and the regulation of gaming and other gambling activities authorized by law in this state; making an appropriation; providing penalties; and

WHEREAS, the Alabama Coushatta Tribe of Texas is a federally-recognized Indian tribe located in Livingston, Polk County, Texas, and is committed to supporting the passage of State legislation to establish gaming on tribal lands, and the said Alabama Coushatta Tribe of Texas has endorsed the said establishment of gaming as a positive economic development which will allow the citizens and businesses of Southeast Texas the opportunity to prosper through the growth and development within the region; and

WHEREAS, promotion of economic development will be beneficial to Polk County;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS: That Polk County, Texas hereby joins the Alabama Coushatta Tribe of Texas in its support of passage of House Bill 3335.

RESOLVED AND ADOPTED this 27th day of March, 2007.


John P. Thompson, County Judge

Attest:


Barbara Middleton, County Clerk