



POLK COUNTY COMMISSIONERS COURT

April 10, 2007

Polk County Courthouse, 3rd floor

10:00 A.M.

2007-036

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.

A. PROCLAMATION DESIGNATING THE WEEK OF APRIL 14-21 AS "NATIONAL VOLUNTEER WEEK" IN 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).

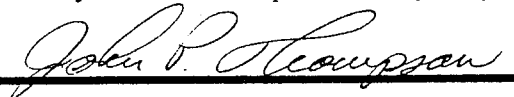
- A. APPROVE MINUTES OF PREVIOUS MEETING/S: March 27, 2007 (Regular)
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CORRECT CLERICAL ERRORS ON COUNTY ROAD MAP TO ACCURATELY REFLECT *PAT TRL* (.0779 MI.) AND *EJ COCKRELL RD* (.2599 MI) AS NON-COUNTY ROADS AND UPDATE MSAG ACCORDINGLY.
- G. RATIFY SECOND AMENDMENT TO HOME PROGRAM GRANT CONTRACT #1000600 AND FIRST AMENDMENT TO HOME PROGRAM GRANT CONTRACT #1000762 RELATING TO INCREASED FUNDING FOR POLK COUNTY.
- H. CONSIDER OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES: (PCT 1) LOT 19, LAKE LIVINGSTON VILLAGE #1, CAUSE NO. T05-004; LOT 262, LAKE LIVINGSTON VILLAGE #8, CAUSE NO. T04-076; LOT 3 BLOCK 2 AND LOT 12, BLOCK 3, SHELTER COVE #5, CAUSE NO. T01-139 (PCT 2) LOTS 405,407 & 409, WIGGINS VILLAGE #1, SECTION 3, CAUSE NO. T05-200.

5. CONSIDER ANY/ALL ACTION REGARDING BID #2007-17, PRECINCT 2 PURCHASE OF ONE (1) USED SINGLE DRUM SOIL VIBRATORY COMPACTOR, 2001 YEAR MODEL OR NEWER.”
6. CONSIDER ANY/ALL ACTION REGARDING BID #2007-18, PRECINCT 3 SALE OF ONE (1) USED 12H MOTOR GRADER”.
7. CONSIDER REQUEST FROM RURAL EAST TEXAS HEALTH NETWORK, IN COOPERATION WITH BURKE CENTER, FOR APPROVAL OF LETTER OF AGREEMENT ENDORSING PROTOCOL GUIDELINE AND PROCEDURES FOR MENTAL HEALTH CRISIS SITUATIONS.
8. CONSIDER APPROVAL OF LEASE RENEWAL FOR HEALTH AND HUMAN SERVICES COMMISSION OFFICE SPACE IN THE JAMES J. “BUDDY” PURVIS HEALTH AND HUMAN SERVICES BUILDING IN CORRIGAN.
9. CONSIDER APPOINTMENT OF TWO (2) ELECTED OFFICIALS TO SERVE ON THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS FOR 2007-2008 TERM.
10. CONSIDER SELECTION OF AN ENGINEERING FIRM FOR THE CDBG DISASTER RECOVERY GRANT PROGRAM.
11. CONSIDER APPROVAL OF SERVICE CONTRACT WITH ADVANTAGE SECURITY INTEGRATION, LTD TO MAINTAIN COURTHOUSE SECURITY CAMERA SYSTEM.
12. CONSIDER RESOLUTION FROM POLK COUNTY, TEXAS – AS A MEMBER OF ALLIANCE FOR I-69 – OPPOSING THE MORATORIUM LANGUAGE CONTAINED IN SB1267 AND HB2772..
13. CONSIDER APPROVAL OF AGREEMENT BETWEEN HESTERS AND SANDERS ARCHITECTURE, L.L.P. AND POLK COUNTY FOR SERVICES RELATED TO PROGRAMMING AND PRELIMINARY SCHEMATIC DESIGN, AS RECOMMENDED BY FACILITY STUDY GROUP IN CARRYING OUT PREVIOUS COURT REQUEST.
14. CONSIDER APPROVAL OF DESIGNATED AMOUNT AND BUDGET FOR COMPLETION OF FACILITY STUDY GROUP PLAN OF WORK, AS CHARGED BY PREVIOUS COURT REQUEST.

ADJOURN

By: John P. Thompson, County Judge

Posted: Wednesday, April 4, 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, April 4, 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).

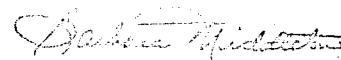
BARBARA MIDDLETON, COUNTY CLERK

BY:

Andrea Schmidt (Deputy)

FILED FOR RECORD

2007 APR -4 P 4:00



BARBARA MIDDLETON
POLK COUNTY CLERK



For April 10, 2007
10:00 a.m.

COMMISSIONERS COURT

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

EMERGENCY ADDENDUM to Posting # 2007 – 036

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for April 10, 2007 at 10:00 A.M., as authorized by Texas Government Code, 551.045 and found to be a reasonably unforeseeable situation occurring subsequent to regular postings.

AMEND TO ADD;

- 15. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO REPAIR OF SECOND BRIDGE – FREEMAN BOTTOM ROAD (BID #2007-13) TO ADDRESS ADDITIONAL DAMAGE RECEIVED SINCE BID AWARD.**

Dated: Monday, April 9, 2007.

Commissioners Court of Polk County, Texas
By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Monday, April 9, 2007 and that said Addendum remained so posted continuously for at least 2 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 APR -9 P 4:19

BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS §

DATE: APRIL 10, 2007

COUNTY OF POLK §

REGULAR MEETING

All Members - Present

COMMISSIONERS COURT
AGENDA POSTING #2007 - 036

BE IT REMEMBERED ON THIS THE 10th DAY OF APRIL, 2007
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;
HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.
BOB WILLIS - COMMISSIONER PCT#1, RONNIE VINCENT - COMMISSIONER PCT #2,
JAMES J. "Buddy" PURVIS - COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREET
COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY CLERK AND RAY STELLY,
COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE
DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION BY REV. ROGER GRAGG, PASTOR OF FIRST CHURCH OF THE NAZARENE.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS:
 - A. BARBARA WAGSTAFF, CITIZEN OF LIVINGSTON GAVE COMMENTS CONCERNING A ROOF OVER THE ANIMAL KENNELS AT THE ANIMAL SHELTER. SHE REQUESTED THIS ITEM BE PLACED ON A FUTURE COURT AGENDA.
 - B. JOE ROEDER, CITIZEN OF PRECINCT #4, REQUESTED CLARIFICATION ON ITEM #12 ON TODAY'S COURT AGENDA.
3. INFORMATIONAL REPORTS:
 - A. KENNETH HAMBRICK, EMERGENCY MANAGEMENT GAVE INFORMATION CONCERNING MOSQUITO ABATEMENT GRANT WITHIN THE COUNTY. HE REQUESTED THAT EACH COMMISSIONER SUBMIT A "BUDGET" FOR MOSQUITO CONTROL, THAT WILL THEN BE SUBMITTED TO STATE FOR REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$53,000.00.
 - B. JUDGE THOMPSON TABLED THE "RESOLUTION" DESIGNATING THE WEEK OF APRIL 14-21 AS "NATIONAL VOLUNTEER WEEK" IN POLK COUNTY. HE ALSO ANNOUNCED THERE WILL BE A "PUBLIC HEARING" AT 9:00 AM ON APRIL 24th, CONCERNING THE LOCAL PROPOSITION BEING ADDED TO THE MAY 12th ELECTION, WITH REGARDS TO THE ROAD TAX.
 - C. SHERIFF KENNETH HAMMACK GAVE THE MARCH REPORT COVERING ALL THE ACTIVITY AT THE SHERIFF'S OFFICE & JAIL. HE REPORTED THAT DEPUTY PHILLIP WALLER (INJURED IN AN ACCIDENT) IS STILL IN HOSPITAL BUT IMPROVING. HE SHOULD GET TO COME HOME BY FRIDAY.
 - D. JUDGE THOMPSON RECOGNIZED BOB ZEIGLER IN THE AUDIENCE, HAVING RECENTLY BEEN APPOINTED THE NEW MAIN STREET COORDINATOR WITH THE CITY OF LIVINGSTON.

NEW BUSINESS4. **CONSENT AGENDA**

MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE ALL ITEMS A - H, OF TODAY'S CONSENT AGENDA, LISTED AS FOLLOWS.

ALL VOTING YES.

- A. APPROVE MINUTES OF PREVIOUS REGULAR MEETING ON MARCH 27, 2007.

- B. APPROVE BUDGET REVISIONS #2007-12, AS PRESENTED BY THE COUNTY AUDITOR.
(SEE ATTACHED)
- C. APPROVE THE BUDGET AMENDMENTS #2007-12(a), AS SUBMITTED AND REVIEWED
BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL AND PAYMENT OF SCHEDULES OF BILLS, INCLUDING ADDEMDUM.
(SEE ATTACHED)

DATE	AMOUNT	CHECK #
3/22/07	40,191.06	ACH 920
3/22/07	9,399.92	ACH 921
3/22/07	26,674.25	ACH 922
3/22/07	239,398.50	ACH 923
3/22/07	20.65	ACH 924
3/22/07	3,436.32	ACH 925
3/22/07	5,070.06	204150 - 204159
3/23/07	8,778.45	ACH 926
3/23/07	98,292.81	ACH 927
3/23/07	4,400.59	ACH 928
3/26/07	1,818.00	96582 - 96627
3/27/07	43,730.03	204160 - 204178
3/28/07	6,393.69	204179 - 204182
3/28/07	5,868.89	204183 - 204194
3/28/07	4,519.02	204195
3/28/07	155.45	204196 - 204197
3/29/07	21,115.93	ACH 929
3/29/07	142,730.24	204198
3/30/07	3,303.45	204199 - 204211
4/02/07	16,537.88	204212 - 204218
4/03/07	176,694.29	204219 - 204385
4/03/07	5,972.82	204386 - 204387
4/10/07 Addendum	(To appear on future schedule)	\$ 11,157.35
TOTAL	\$ 864,502.30	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. APPROVAL TO CORRECT CLERICAL ERRORS ON COUNTY ROAD MAP TO ACCURATELY REFLECT *PAT TRL (.0779 MI.)* AND *E J COCKRELL RD. (.2599 MI.)* AS NON-COUNTY ROADS AND UPDATE M.S.A.G. ACCORDINGLY.
- G. RATIFY SECOND AMENDMENT TO HOME PROGRAM GRANT CONTRACT #1000600 AND FIRST AMENDMENT TO HOME PROGRAM GRANT CONTRACT #1000762 RELATING TO INCREASED FUNDING FOR POLK COUNTY. (SEE ATTACHED)
- H. ACCEPT OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES:
- PRECINCT #1**
LOT 19, LAKE LIVINGSTON VILLAGE #1, CAUSE NO. T05-004;
LOT 262, LAKE LIVINGSTON VILLAGE #8, CAUSE NO. T04-076;
LOT 3, BLOCK 2, & LOT 12, BLOCK 3, SHELTER COVE #5, CAUSE NO. T01-139.
- PRECINCT #2**
LOTS 405, 407, & 409, WIGGINS VILLAGE #1, SECTION 3, CAUSE NO. T05-200.

5. **BID #2007-17 - PRECINCT #2**
MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO AWARD BID TO **MUSTANG CATERPILLER** IN THE AMOUNT OF **\$79,850.00**, FOR THE PURCHASE OF **(ONE) USED SINGLE DRUM SOIL VIBRATORY COMPACTOR**, 2001 YEAR MODEL, OR NEWER, TO BE FUNDED BY ROAD & BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FUTURE ISSUANCE OF LEGALLY AUTHORIZED DEBT.
ALL VOTING YES.

6. **BID #2007-18 - PRECINCT #3**
MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO ACCEPT BID FROM **MUSTANG TRACTOR** IN THE AMOUNT OF **\$120,700.00**, FOR THE **SALE OF ONE (1) USED 12H MOTOR GRADER**.
ALL VOTING YES.
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE REQUEST FROM **RURAL EAST TEXAS HEALTH NETWORK**, IN COOPERATION WITH **BURKE CENTER**, FOR APPROVAL OF **LETTER OF AGREEMENT ENDORSING PROTOCOL GUIDELINE AND PROCEDURES FOR MENTAL HEALTH CRISIS SITUATIONS**.
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE LEASE RENEWAL FOR HEALTH AND HUMAN SERVICES COMMISSION OFFICE SPACE IN THE JAMES J. "Buddy" PURVIS HEALTH & HUMAN SERVICES BUILDING IN CORRIGAN.
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO RE-APPOINT **JUDGE THOMPSON & COMMISSIONER OVERSTREET** TO SERVE ON THE **DEEP EAST TEXAS COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS FOR 2007-2008 TERM**.
ALL VOTING YES.
10. **SELECTION OF ENGINEERING FIRM** FOR CDBG DISASTER RECOVERY PROGRAM. JUDGE THOMPSON APPOINTED A COMMITTEE OF TOMMY OVERSTREET & RONNIE VINCENT TO **REVIEW & SCORE APPLICATIONS OF FIRMS** AND COME BACK TO THE COURT WITH A RECOMMENDATION ON FINAL SELECTION.
ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE **SERVICE CONTRACT WITH ADVANTAGE SECURITY INTEGRATION, LTD.** TO MAINTAIN COURTHOUSE SECURITY CAMERA SYSTEM. (SEE ATTACHED)
ALL VOTING YES.
12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE A "**RESOLUTION**" FROM POLK COUNTY, TEXAS (AS A MEMBER OF ALLIANCE FOR I -69) **OPPOSING THE MORATORIUM LANGUAGE CONTAINED IN SB 1267 & HB 2772**.
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE THE **AGREEMENT BETWEEN HESTERS & SANDERS ARCHITECTURE, L.L.P.** AND POLK COUNTY FOR SERVICES RELATED TO PROGRAMMING AND PRELIMINARY SCHEMATIC DESIGN, IN THE AMOUNT OF **\$4,400.00**, AS RECOMMENDED BY FACILITY STUDY GROUP IN CARRYING OUT PREVIOUS COURT REQUEST.
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE A DESIGNATED AMOUNT OF **\$10,000.00 BUDGET FOR COMPLETION OF FACILITY STUDY GROUP PLAN OF WORK**, AS CHARGED BY PREVIOUS COURT REQUEST.
ALL VOTING YES.
15. **BID #2007-13 - PRECINCT #3**
MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ALLOW AN **ADDITIONAL AMOUNT OF \$33,000.00 TO REPAIR SECOND BRIDGE ON FREEMAN BOTTOM ROAD**, TO ADDRESS ADDITIONAL DAMAGE RECEIVED TO BRIDGE SINCE BID AWARD.
ALL VOTING YES. (SEE ATTACHED)

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 10th DAY OF APRIL, 2007 AT 10:42 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2007\APR 10.2007.wpd

Polk County Sheriff's Office March Total 2007

Total Phone Calls Logged	21,933
Total Radio Calls Logged	21,637
Total Miles Patroled	67,298
Calls Dispatched to Field Deputies	1,360
Alarm Calls	65
Funeral Escorts	46
Number of Units Used on Funerals	92
Number of Hours Spent on Funerals	76.5
Total Offense Reports Filed	295
Total Mental Commitments	6
Total Sheriff's Office Sales	0
Total Traffic Warnings Served	110
Total Citations Issued	88
Total Bond Processed and/or Approved	245
Total Warrants Served	331
Total Mental Transports	4
Total Livestock Calls	34
Total Hours Spent on Mental Standby	27.5
Total Civil Papers Received	155
Total Civil Papers Served	141
Total Civil Papers Returned	25
Illegal Dumping	12
Juvenile Transports	1
Building Checks	497
Extra Patrols	1,173
Total Writs Served	9
Sex Offenders Registered	19

Sheriff's Monthly 911 Reports	2,622
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Sheriff's Monthly Jail Reports	
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Total Inmates Booked In County Jail	337
Inmates Released	336
Total Females Booked-In	85
Total Males Booked-In	252
Daily Inmate Average	94
Average Book-Ins Per Day	10.8
Total Food Cost	\$8,337.34
Total Meals Served	8,742
Cost Per Meal	\$0.95
Total Inmates Transported to TDC	10
Total Inmates Transported to Boot Camp	0

Total Inmates Transported to State Jail	8
Total Inmates Transported to SAPF	0
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	5
Total Inmates Housed Outside	439
Cost of Inmates Housed Outside	\$10,536.00

Sheriff's Office Warrants Officers Report
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Misdemeanors Served	161
Misdemeanors Recalled	97
Felonies Served	66
Felonies Recalled	7
Letters Mailed	13
Letters Mailed on other Agencies	136

4(B.)

2007-12
4/10/07

Revisions

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	4,841.45
015 ROAD & BRIDGE ADM	10,209.64
093 CO CLERK RECORDS MGMT FUND	1,795.43-

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

Ray Stelly

RAY STELLY
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-342-426	REIMB TRANSPORT OF	03/29/2007	2K7R12	322.00-	80.00	402.00	INMATE TRANSPORT CURTIS BUR SD	SD
2007 010-342-426	REIMB TRANSPORT OF	03/29/2007	2K7R12	80.00	322.00-	402.00-	CORRECTION	SD
2007 010-342-426	REIMB TRANSPORT OF	03/29/2007	2K7R12	322.00-	.00	322.00	INMATE TRANSPORT CURTIS BUR SD	SD
2007 010-342-600	INSURANCE CLAIMS	03/29/2007	2K7R12	6,874.47-	5,913.46-	961.01	INSURANCE CCA CLAIM	SD
2007 010-342-900	MISCELLANEOUS REVE	03/29/2007	2K7R12	4,053.40-	4,033.40-	20.00	TRANSFER TO REIMB FINGERPRRI SD	SD
	TOTAL AMENDMENTS		5	TOTAL CHANGES		1,303.01		
2007 010-367-110	ANIMAL SHELTER	03/29/2007	2K7R12	1,084.00-	904.00-	180.00	DONATION ANIMAL SHELTER	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		180.00		
2007 010-403-108	SALARIES - PART/TI	03/29/2007	2K7R12	.00	1,795.43	1,795.43	TRANSFERRED FROM RECORDS MA SD	SD
	EXP. SUM.- COUNTY CLERK					1,795.43		
2007 010-512-426	TRAVEL - TRANSPORT	03/29/2007	2K7R12	10,322.00	10,724.00	402.00	INMATE TRANSPORT C BURKETT SD	SD
	EXPENSE SUMMARY - JAIL					402.00		
2007 010-560-392	ANIMAL SHELTER	03/29/2007	2K7R12	11,494.00	11,674.00	180.00	DONATION TO ANIMAL SHELTER SD	SD
2007 010-560-454	VEHICLE REPAIR	03/29/2007	2K7R12	41,874.47	42,835.48	961.01	INSURANCE CCA CLAIM SD	SD
2007 010-560-490	MISCELLANEOUS	03/29/2007	2K7R12	4,056.43	4,076.43	20.00	TRANSFER TO REIMB FINGERPRRI SD	SD
	EXPENSE SUMMARY - SHERIFF DEPT					1,161.01		
2007 015-369-200	CULVERT/MATERIAL R	03/29/2007	2K7R12	90,067.86-	84,963.04-	5,104.82	REIMB FOR MATERIAL R & B 2 SD	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		5,104.82		
2007 015-622-339	CONSTRUCTION CONTR	03/29/2007	2K7R12	299,381.68	304,486.50	5,104.82	REIMB FOR MATERIAL R & B 2 SD	SD
	PRECINCT #2 - ROAD & BRIDGE					5,104.82		
2007 093-403-410	RECORDS ARCHIVE FE	03/29/2007	2K7R12	38,000.00	36,204.57	1,795.43-	TRANSFER TO COVER PART TIME SD	SD
	TOTAL AMENDMENTS		1	TOTAL CHANGES		1,795.43-		

#2007-12(A)

4(c)

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	<u>GENERAL FUND</u> TRA Payroll Reimbursement TRA Overtime Salaries Social Security Retirement Workers Compensation Unemployment	105,733.66	-89,361.77 -6,836.18 -6,065.76 -3,221.94 -248.01	TRA posting reversal (item budgeted) TRA posting reversal (item budgeted) TRA posting reversal (item budgeted) TRA posting reversal (item budgeted) TRA posting reversal (item budgeted)	-261,537.03 217,361.75 136,572.95 133,343.38 54,335.23 4,951.18	-155,803.37 128,000.00 129,736.77 127,277.71 51,113.29 4,703.07
010-342-900 090-560-499	<u>GENERAL FUND</u> Misc. Revenue Sheriff's Acct	3,055.00	-3,055.00	return amount received on bullet proof vests return amount received on bullet proof vests	-4,033.40 15,396.50	-978.40 18,451.53
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					
	<u>GENERAL FUND</u>					

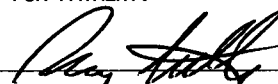
TOTALS	108,788.66	-108,788.66	296,390.56	302,500.60
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FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,154.30
015	ROAD & BRIDGE ADM	6,722.82
027	SECURITY	314.06
051	AGING	688.10
101	ADULT SUPERVISION	4,353.02
185	CCAP - JUVENILE PROBATION	1,958.76
	TOTAL OF ALL FUNDS	40,191.06

ACH 920

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

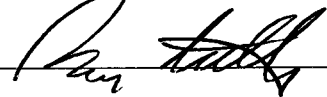


SCHEDULE OF BILLS BY FUND

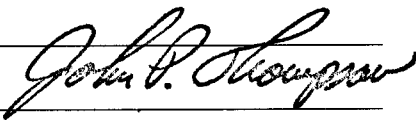
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,116.98
015	ROAD & BRIDGE ADM	1,572.36
027	SECURITY	73.46
051	AGING	160.92
101	ADULT SUPERVISION	1,018.12
185	CCAP - JUVENILE PROBATION	458.08
TOTAL OF ALL FUNDS		9,399.92

AC 114 921

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	18,031.54
015	ROAD & BRIDGE ADM	3,831.02
027	SECURITY	148.50
051	AGING	203.57
101	ADULT SUPERVISION	3,109.47
185	CCAP - JUVENILE PROBATION	1,350.15
	TOTAL OF ALL FUNDS	26,674.25

AC 14922

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	156,014.14
015	ROAD & BRIDGE ADM	41,396.44
027	SECURITY	1,983.07
051	AGING	4,532.22
101	ADULT SUPERVISION	24,291.87
185	CCAP - JUVENILE PROBATION	11,180.76
	TOTAL OF ALL FUNDS	239,398.50

ACH 923

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

VOL. 53 PAGE 403

Act 924

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	20.65

TOTAL OF ALL FUNDS	20.65

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 925

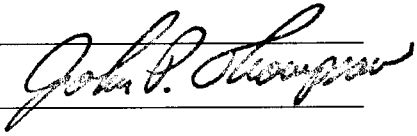
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,712.08
015	ROAD & BRIDGE ADM	325.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,241.99
185	CCAP - JUVENILE PROBATION	760.99
TOTAL OF ALL FUNDS		5,070.06

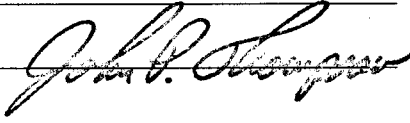
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 926

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	8,778.45

TOTAL OF ALL FUNDS	8,778.45

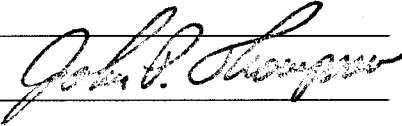
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

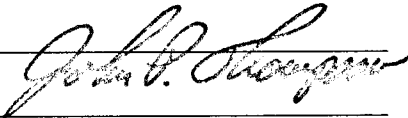
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	64,105.51
015	ROAD & BRIDGE ADM	16,275.57
027	SECURITY	698.07
051	AGING	1,556.14
101	ADULT SUPERVISION	10,915.82
185	CCAP - JUVENILE PROBATION	4,741.70
TOTAL OF ALL FUNDS		98,292.81

ACH 927

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
101 ADULT SUPERVISION	4,400.59
TOTAL OF ALL FUNDS	4,400.59

ACH 928

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	1,830.00
TOTAL OF ALL FUNDS	1,830.00

1818.00

CR #92626 voided
and paid by ACH.

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	37,674.05
015	ROAD & BRIDGE ADM	5,418.38
027	SECURITY	42.42
048	DISTRICT ATTY SPECIAL FUND	20.53
049	DISTRICT ATTY HOT CHECK FUND	.74
051	AGING	140.89
083	MUSEUM OPERATING FUND	8.53
090	DRUG FORFEITURE FUND	5.11
185	CCAP - JUVENILE PROBATION	419.38
TOTAL OF ALL FUNDS		43,730.03

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

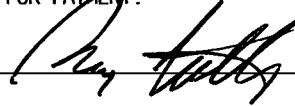
RAY STELLY 
COUNTY AUDITOR
JOHN P. THOMPSON
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	4,432.17
015	ROAD & BRIDGE ADM	1,356.86
051	AGING	18.00
185	CCAP - JUVENILE PROBATION	586.66
TOTAL OF ALL FUNDS		6,393.69

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

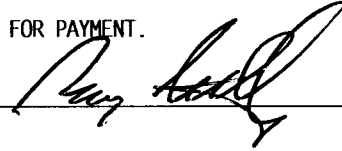
SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,763.39
015	ROAD & BRIDGE ADM	1,046.32
051	AGING	1,059.18

	TOTAL OF ALL FUNDS	5,868.89

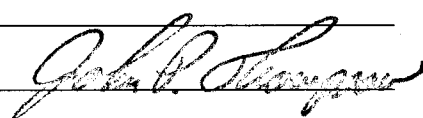
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



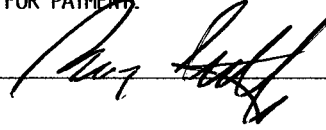
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,932.47
015	ROAD & BRIDGE ADM	667.02
027	SECURITY	32.22
051	AGING	78.11
101	ADULT SUPERVISION	558.32
185	CCAP - JUVENILE PROBATION	250.88
TOTAL OF ALL FUNDS		4,519.02

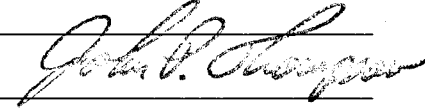
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	155.45
	TOTAL OF ALL FUNDS	----- 155.45

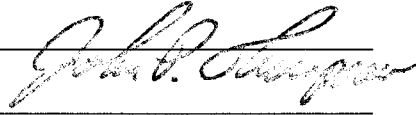
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

DATE 03/29/2007 TO 03/29/2007

ACH CLAIMS LIST

VOL. 53 PAGE 415 CHK107 PAGE 2

TOTAL ALL ITEMS

ACH 929

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
-------------	-----------	--------------	-------------	------	-------	--------

TOTAL ITEMS WRITTEN	2
GRAND TOTAL AMOUNT	21,115.93

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GENERAL FUND


VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
US BANK TRUST	2007 010-229-200	IAH-CIVIGENICS PAYABLE	POLK COUNTY	03/29/2007	ACH929	14,376.00
US BANK TRUST	2007 010-229-200	IAH-CIVIGENICS PAYABLE	U S MARSHALL	03/29/2007	ACH929	6,739.93
TOTAL ITEMS WRITTEN						----- 2
TOTAL AMOUNT						----- 21,115.93

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	110,956.79
015 ROAD & BRIDGE ADM	24,100.35
027 SECURITY	550.74
051 AGING	1,101.48
185 CCAP - JUVENILE PROBATION	6,020.88

TOTAL OF ALL FUNDS	142,730.24

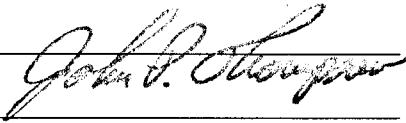
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,079.86
013	JP JUSTICE COURT TECHNOLOGY	59.95
015	ROAD & BRIDGE ADM	163.64

	TOTAL OF ALL FUNDS	3,303.45

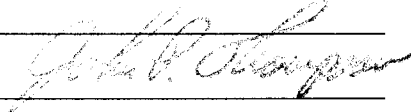
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

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

	TOTAL OF ALL FUNDS	16,537.88

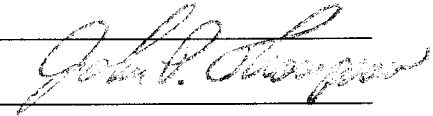
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



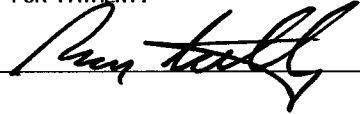
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	113,847.54
015	ROAD & BRIDGE ADM	57,635.72
027	SECURITY	60.38
040	LAW LIBRARY FUND	679.54
051	AGING	4,016.81
088	JUDICIARY FUND	454.30
TOTAL OF ALL FUNDS		176,694.29

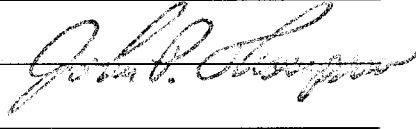
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5,972.82

TOTAL OF ALL FUNDS	5,972.82

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

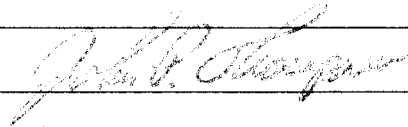
RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

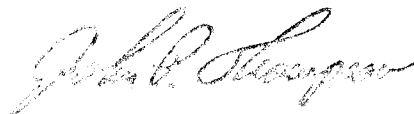


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ADDENDUM
SCHEDULE OF BILLS FOR
APRIL 10, 2007
FY 2007

COPY

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
FIRST STATE BANK	POSTAGE	GENERAL	010-409-911	\$ 642.57
MUSIC MOUNTIAN	WATER	R&B#3	015-623-337	\$ 141.79
DOUBLETREE NORTH HOTEL	RESERVATION	PERSONNEL	010-696-427	\$ 362.25
LAKE LIVINGSTON TOURISM	HOTEL TAX QTR 12/31/06	COMM COURT	010-401-488	\$ 4,780.37
POLK COUNTY CHAMBER OF	HOTEL TAX QTR 12/31/06	COMM COURT	010-401-488	\$ 4,780.37
TEXAS ASSOCIATION OF CO	REGISTRATION	PERSONNEL	010-696-427	\$ 450.00
TOTAL				<u>\$ 11,157.36</u>



COPY Revised List

DATE: MARCH 28, 2007 - APRIL 9, 2007

VOL.

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NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	JAMES A. HUSON	MAINTENANCE ENGINEERING	#0805 MAINTENANCE TECHNICIAN	REGULAR FULL-TIME	16/01 \$25,188.80	DISMISSAL EFFECTIVE 03/27/2007
(2)	DONNIA L. SWILLEY	JAIL	#1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/03 \$24,003.20	RESIGNATION EFFECTIVE 03/28/2007
(3)	JENNIFER HALL	DISTRICT CLERK	#0106 COURT CLERK	REGULAR FULL-TIME	14/01 \$22,859.20	NEW HIRE EFFECTIVE 04/13/2007
(4)	DELLA STEPHENS	SHERIFF DEPT.	#1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14(01) 10.99/HR	NEW HIRE EFFECTIVE 04/11/2007
(5)	TAMMY BABBS	SHERIFF DEPT.	#1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14(01) 10.99/HR	NEW HIRE EFFECTIVE 04/16/2007
(6)	KRYSTLE GRESSETT	DISTRICT CLERK	#0105 DEPUTY CLERK	REGULAR FULL-TIME	12/01 \$20,758.40	NEW HIRE EFFECTIVE 04/23/2007
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						
(22)						

Additional



4 (a)

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000600
OWNER OCCUPIED ASSISTANCE
SECOND AMENDMENT

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM
Awarding Federal Agency: U.S. Department of Housing and Urban Development
Award Number: M 06 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 4/17/2006, and identified on Department's records as HOME Contract #1000600 (Contract).

Section 2

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

- 6. The Certification of Contract Completion must be completed and submitted within sixty (60) days after the contract expiration period.

Section 3

The parties hereby agree to increase the payments and other obligations under the Contract by amending Section 3(B), Department Obligations, of the contract to read as follows:

- B. In addition to base funds provided, due to cost increases in building materials demonstrated as a result of the disasters in Texas and the Gulf States, the Governing Board of the Department at their meeting in February 1, 2007 provided additional funds to assist this Administrator in carrying out the contract that is the subject of this Second Amendment. Therefore, supported with valid expenses, in addition to the amount provided in the original contract the administrator may request supplemental funds to those identified in Section 3(B) equal to an amount not to exceed 9.09% or \$5,000 per home, whichever is less. The total supplemental fund available for costs related to construction is TWENTY SEVEN THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND SEVENTY THREE CENTS (\$27,272.73).

Section 4

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, Section titled ADMINISTRATION, is amended to read as follows:

ADMINISTRATION

In addition to the funds identified in this section of the main contract, an Administrator, where administrator has expended increased funds as Approved by the Governing Board on February 1, 2007 and referenced in Section 3(B) above, may expend funds provided under this contract for reasonable administrative and planning costs directly related to this contract in an amount not to exceed 4% of the funds spent in relation to Section 3(B) above in an amount that is no more than **ONE THOUSAND NINETY DOLLARS AND NINETY ONE CENTS (\$1,090.91)**.

Section 5

The parties hereto agree that all other terms and written modifications 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 Second Amendment. In the event any conflict in terms exists, this Second 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 6

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

Section 7

By signing this Second 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 Second 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: _____
Name: Michael Gerber
Title: Executive Director

Date: _____

**POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY**

By: 
Name: John Thompson
Title: County Judge

Date: 4.4.07

4(2)

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000762
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 06 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 12/1/2006, and identified on Department's records as HOME Contract #1000762 (Contract).

Section 2

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

6. The Certification of Contract Completion must be completed and submitted within sixty (60) days after the contract expiration period.

Section 3

The parties hereby agree to increase the payments and other obligations under the Contract by amending Section 3(B), Department Obligations, of the contract to read as follows:

- B. In addition to base funds provided, due to cost increases in building materials demonstrated as a result of the disasters in Texas and the Gulf States, the Governing Board of the Department at their meeting in February 1, 2007 provided additional funds to assist this Administrator in carrying out the contract that is the subject of this First Amendment. Therefore, supported with valid expenses, in addition to the amount provided in the original contract the administrator may request supplemental funds to those identified in Section 3(B) equal to an amount not to exceed 9.09% or \$5,000 per home, whichever is less. The total supplemental fund available for costs related to construction is **FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS AND FORTY FIVE CENTS (\$54,545.45)**.

Section 4

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, Section titled ADMINISTRATION, is amended to read as follows:

ADMINISTRATION

In addition to the funds identified in this section of the main contract, an Administrator, where administrator has expended increased funds as Approved by the Governing Board on February 1, 2007 and referenced in Section 3(B) above, may expend funds provided under this contract for reasonable administrative and planning costs directly related to this contract in an amount not to exceed 4% of the funds spent in relation to Section 3(B) above in an amount that is no more than TWO THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS AND EIGHTY TWO CENTS (\$2,181.82).

Section 5

The parties hereto agree that all other terms and written modifications 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 6

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

Section 7

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: _____
Name: Michael Gerber
Title: Executive Director

Date: _____

POLK COUNTY, A TEXAS CORPORATE AND POLITICAL BODY

By: 
Name: John Thompson
Title: County Judge

Date: 4.4.07

Rural East Texas Health Network Letter of Agreement

The Rural East Texas Health Network (RETHN) seeks collaboration among local service entities to implement a standard protocol for emergency behavior health crisis situations.

By signing this agreement we are publicly endorsing the need for a standard approach to behavioral health crisis. We agree to work collaboratively with the service entities involved in the process by adopting, practicing and promoting the use of the Emergency Behavioral Health Protocol. In addition, we agree to begin with the protocol to resolve any disagreements, questions, or uncertainties in a behavioral health crisis situation.

(Your signature)

(Print your name)

(Print name of Agency)

(Date)

Mail to:

Anne Bondesen
Rural East Texas Health Network
Program Director
#57 Waterford
Nacogdoches, Texas 75965
(936) 465-0357
anneb@burke-center.org

Emergency Behavioral Protocol Guide

Steps For Law Enforcement (city/county):

1. Assess and stabilize situation/patient
 2. Determine if Magistrate's Order for Emergency Apprehension and Detention or EPOW is needed
 3. Transfer to hospital or Burke Center (during day M-F)
 4. Upon Arrival at hospital/Burke Center:
Officer should remain at hospital/Burke Center until completion of the **preliminary examination(s)**:
 - a. Medical triage - head-to-toe check
 - b. Drug/alcohol screen
 - c. Mental status exam
- Then officer and hospital/Burke Center should:
- a. Re-evaluate security/safety needs
 - b. Negotiate security/safety resources
 - i.) Is patient passive?
 - ii) Is security officer available?
 - iii) Is there an available exam room which can be easily monitored?
 - iv.) Is patient hostile?
 - v.) Is patient expressing determination to leave facility
 - vi.) Is patient under the influence of drugs or alcohol?

5. Officer transports to behavioral facility.
For non-resident - If episode occurs in a county other than that of the patient's residence, the county of residence reimburses costs to the county which transports.
6. If medical facility determines patient does not have any medical or behavioral health needs, presenting officer or family will transport patient back to point of origin.

For Hospital:

1. Family brings to the Emergency room or Law Enforcement brings to ER
2. Medicare, Medicaid and private insurance **will not** reimburse ambulance providers to transport a psychiatric patient under any circumstances.
3. If the patient is transported by private car to the hospital ER or Burke Center, once there, the patient is free to leave if an EPOW or warrant is **not** obtained.
4. Patient is placed in consultation room that can be

easily monitored.

5. Evaluation of resources for security/safety needs is implemented (see i-v above; potential rating scale of 1-5, with one being the least and five being strong)
6. Preliminary screening exam is done by physician:
 - a. Determine need for intervention and transfer to psychiatric facility
 - b. Determine necessity for Burke Center assessment/authorization for State resources (refer to identified hospital's exclusion criteria)
 - c. Determine need for legal warrants
 - d. Determine need for drug & alcohol assessment
7. During the day, contact Burke Center Centralized Intake Department for mental health worker assessment (866-242-4556), and Burke Center Crisis Line after 5:00 pm and on weekends (1-800-392-8343); **ADAC (1-800 445-8562)**
8. Emergency Services Assessment form is discussed with Burke Center Emergency Services for evaluation of case and/or request assistance in placement:

- a. Burke Center staff requested to do assessment
 - b. Burke Center notifies of state-funded hospital bed slot capacity
 - c. Determination of doctor-to-doctor transfer opportunity.
 - d. Determine available resources within community outpatient services dependent on preliminary safety and security assessment
- Facility beginning commitment should assume responsibility for completion of commitment.

Private Providers/No Payer Source:

1. Utilize Burke Center if there is **not** a payer source for hospitalization.
 - a. Determine if Law-Enforcement is required to assist
 - b. Determine if local Emergency Room is required

For Burke Center:

1. Individual, family or community makes contact.
2. Telephone contacts via Emergency Services **1-800-392-8343** are assessed for imminent harm to self or others and determination for a warrant is made:
 - a.) If family or individual is in the community they are referred to local Judge's office to obtain warrant.
 - b.) If imminent risk is apparent, the Burke Center staff will request Law Enforcement to assess situation for possible EPOW.
 - c.) If Law Enforcement EPOW is utilized.
3. Walk in at clinic-assessment is made face-to-face for imminent harm to self or others and determination for hospitalization is made:
 - a.) If hospitalization is determined, a warrant is required; family is referred to local Judge's office to obtain warrant. Judge will contact Law Enforcement to pick up paper work to carry out warrant.
 - b.) If hospitalization is determined and no individual is available, a warrant or EPOW, dependent on situation, will be obtained by Burke Center.
 - c.) Persons exiting Burke Center for hospitalization may require medical clearance dependent on admitting hospital.
 - d.) Burke Center communicates to law enforcement and ER the plan of action to meet person in crisis needs
 - e.) If medical clearance is required, Burke Center will inform ER of where doctor-to-doctor transfer will be, and have available fax numbers for transfer.
4. If an individual is located in a hospital emergency room and Emergency Services is contacted,

- a face-to-face assessment may be determined as necessary before State funded beds are accessed.
- a.) ER contacts Crisis /Intake at **1-866-242-4556** to request assistance on indigent.
- b.) Emergency Services dispatches Mental Health Clinician for face-to-face assessment if required.

For Judges:

If someone is seeking mental health care, and they are not in crisis, they can contact Burke Center between 8:00 am to 5:00 p.m., Monday thru Friday: **(936) 634-5010** or toll-free: **(866) 242-4556 (24 hours)**

If someone is seeking care, and alcohol/drug abuse is involved, and they are not in crisis, they can contact ADAC between 8:00 am to 5:00 pm, Monday-Friday; **(936) 634-5753** or toll free **1-800-445-8562**

If someone is experiencing a mental health crisis, i.e.: there is indication or report that an individual is or appears to be a danger to themselves or others due to a mental illness: Burke Center's Mental Health Emergency Services can be contacted 24/7 at: **1-800-392-8343**

If there truly is a mental health crisis, the Burke Center will ask that a responsible adult, who may be present, transport the individual to the nearest hospital ER for further evaluation.

If no responsible adult is available to transport the individual, or if the situation is too high risk, the Burke Center will contact law enforcement to pick-up the individual (via Emergency Peace Officer's Warrant) and transport them to the nearest hospital ER.

At the ER, further evaluation takes place to determine if the individual requires in-patient psychiatric care or not. At this time, it is also determined as to whether or not there may be some other health care condition that may be causing or contributing to the emergency symptoms.

Furthermore, if inpatient psychiatric referral is indicated,

the prospective patient must be determined to be "medically stable" before a State Hospital or even a private psychiatric facility will accept them. This must be a communication between the referring and accepting hospitals.

If during normal working hours, a family member or friend calls seeking mental health care help for someone who is not willing to voluntarily get help on their own, such individuals will be directed to their local court of jurisdiction to complete an application for involuntary detainment by a law enforcement officer (a mental health warrant for emergency detention).

The Department of State Health Services (DSHS) requires Burke Center to pre-approve all State hospital admissions. If a person is taken to a State hospital without advanced approval, there is a high probability that they will be turned away

Persons requiring State hospital admission: Adults are usually admitted to Rusk State Hospital, children and adolescents are usually admitted to Austin State Hospital. When these hospitals are "at capacity" patients are diverted to other State Hospitals (Burke Center usually knows when this situation exists).

Austin State Hospital requires that all children or adolescents arrive under a court commitment (requires a warrant from the court of jurisdiction). However, there are a few exceptions.

Neither Burke Center or the Courts need to be involved with hospitalizations to a private psychiatric hospital if the patient or family has the means (insurance, cash) and the patient is willing to be admitted.

However, there are some private psychiatric hospitals that will accept people against their will (court committed) and there are some that won't. Burke Center Emergency Services Hotline can assist with this information when the need arises.

EMERGENCY BEHAVIORAL HEALTH PROTOCOL POCKET GUIDE

**Burke Center Mental Health
24-Hour Emergency Services:
1-800-392-8343
Alcohol/Drug Abuse Council
1-800-445-8562**

8.

EXECUTIVE DIRECTOR
Edward L. Johnson



CHAIRMAN
Brenda Pejovich

COPY
COMMISSIONERS
Mark Coleman
James Duncan
Bob Jones
Victor E. Leal
Betty Reinbeck
Barkley J. Stuart

Texas Building and Procurement Commission

LEASE RENEWAL AMENDMENT

Lease: 08230 Corrigan

Term: 11/01/1993 through 05/31/2007

This Agreement is made and entered into on this date, 4/10/07, by and between the Lessor, County of Polk, and LESSEE, STATE OF TEXAS acting by and through the Texas Building and Procurement Commission.

The occupying agency, the Health and Human Services Commission (HHSC), shall continue to occupy and remain in possession of the leased premises for a period of 36 months, from June 1, 2007 through May 31, 2010. This period pertains to 3,040 square feet of space at \$00.00 annual rate per square foot for a total of \$00.00 per month.

The Texas Building and Procurement Commission shall have the right to cancel this lease, by giving to the Lessor, written notice of such cancellation at least 180 days prior to the desired cancellation date.

All other terms and conditions remain the same. This amendment is by mutual agreement between Lessee and Lessor.

TEXAS BUILDING AND PROCUREMENT
COMMISSION APPROVED:

Gregg Werkenthin
State Lease Officer

Approved By:

County of Polk
The Honorable John P. Thompson

kdb

11.

PROPOSAL

Attn: George
Polk County Courthouse
101 West Church Street
Livingston, Texas 77351



3-Apr-07

Ray Rodriguez 713-490-2020

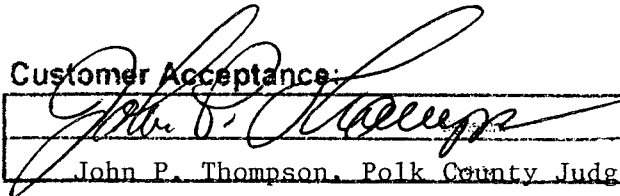
Polk County Courthouse				
QTY.	MFG.	DESCRIPTION	Price Each	Total Cost
1	ASI	Three year Video System Service Contract Including annual test and inspection	\$2,500.00	\$2,500.00
<p>NOTE: Service provided without the service contract would average approximately \$350 to \$500 per trip, including parts, labor and travel.</p>				

Annual Cost. Payable in advance \$2,500.00

TOTAL \$2,500.00

All of the above work will be completed in a professional manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will be executed upon written orders for same, and will become an extra charge over the sum quoted in this contract. This proposal/contract simply describes the work to be performed and parts and materials to be supplied, and the payment agreed upon for the quoted goods and services. A contract addendum may be added to describe warranties, terms and payment schedules and liabilities.

Customer Acceptance:

	4/10/2007
John P. Thompson, Polk County Judge	

12.



COPY

Of the Polk County Commissioners Court

Regarding state legislation to delay or prohibit the use of public/private partnerships to advance critical state infrastructure projects

Whereas, Polk County, Texas is a member of the Alliance for I-69 Texas, a 501 (c) (6) organization created in 1993 to further the development of Interstate 69 as an international trade corridor most directly connecting Mexico, the United States and Canada.

Whereas, there is long-standing local, state and federal support for the development of I-69 Texas, and in the last ten years the Texas congressional delegation has successfully secured over \$55 million in federal funding for required environmental studies, rights of way and construction;

Whereas, upon the conclusion of the federally required environmental studies, it will cost another estimated \$12 to \$15 billion for right-of-way acquisition and construction of the I-69 Texas project;

Whereas, traditional methods of highway funding are not adequate to bring this project to fruition in the foreseeable future;

Whereas, public/private partnerships which make private financing available are a legitimate tool for the construction of long-standing, internationally significant infrastructure projects such as I-69 Texas;

Whereas, the Legislature should not significantly restrict the use of tools enacted by previous Legislatures to build transportation projects in Texas; and

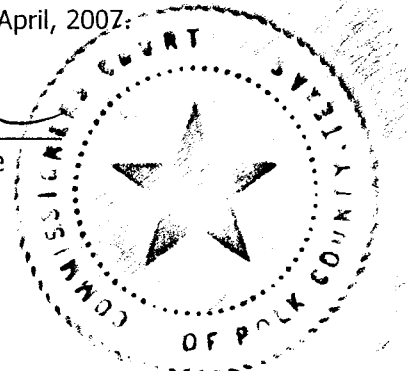
Whereas, in particular, a two year moratorium on public/private partnerships to build toll roads in Texas, as envisioned in SB 1267 and HB 2772, would delay not only I-69 Texas but seven other ongoing projects in Texas, causing increased costs for these projects and creating a chilling effect on investment in our state's infrastructure.

Therefore, be it resolved that Polk County Commissioners Court of Polk County, Texas is opposed to the moratorium language contained in SB 1267 and HB 2772, urging instead that the 80th Texas Legislature resolve issues regarding contract provisions in comprehensive development agreements while in regular session.

Therefore, be it further resolved that Polk County Commissioners Court of Polk County, Texas is opposed to any significant legislative restrictions on the use of tools enacted by previous Texas Legislatures to build transportation projects in Texas.

RESOLVED AND ADOPTED this 10th day of April, 2007:

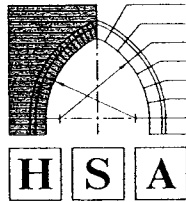
John P. Thompson
John P. Thompson, County Judge



Attest:
Barbara Middleton
Barbara Middleton, County Clerk

13.
HESTERS and SANDERS ARCHITECTURE

801 E. Denman, Suite 1
Lufkin, Texas 75901
PH: (936) 639-9330
FAX: (936) 639-9334



VOL. 53 PAGE 437

COPY

October 30, 2006

Mr. Jack Jackson
Polk County Facility Study Group
1201 W. Church St.
Livingston, Texas 77351

Re: Proposed Polk County Judicial Center
Livingston, Texas

Dear Mr. Jackson,

As a result of a proposal request from your committee, this letter will serve as an agreement between HESTERS and SANDERS ARCHITECTURE, L.L.P. (the Architect) and Polk County (the Owner) for the services described in this Letter Agreement. The Architect understands that the initial scope of the project is to develop a building program to encompass the following:

- Department of District Courts
- Department of the Justice of the Peace
- County Court at Law
- Holding Areas for District and County Courts
- Department of District Attorney
- Department of District Clerk
- Department of County Clerk/Court

The Architect will meet with each department to determine current, as well as future square footage needs and departmental adjacencies. In turn, this information will be used to modify a previously produced floor plan based on data collected during departmental interviews. The revised schematic floor plan will merely illustrate blocks of space for each department and their location within the proposed building. If there are changes to the scope of the project from what is written above, due to the Owner's needs, the fees shall be adjusted accordingly.

SERVICES

Architectural services for the Project include those provided by the Architect. These services will include Programming and Preliminary Schematic Design for the purpose of determining an appropriate building square footage.

PROGRAMMING

During the Programming phase, the Architect will meet with each department outlined above in order to determine the specific space allocations needed in their respective areas. The Architect and the head of each department will also establish adjacencies for each area which will provide necessary information prior to modifying the existing schematic floor plan.

SCHEMATIC DESIGN

During the Schematic Design phase, the Architect will provide the Owner with a preliminary schematic design indicating square footages and departmental adjacencies.

ADDITIONAL SERVICES

The Architect, upon specific written approval of the Owner, may provide Services other than those described above as a part of this Agreement. These services may include, but are not limited to:

- Interviews with parties other than those listed above
- Revisions of previously approved schematic drawings
- Coordination with Judicial Center Architect and/or Project Manager hired by County
- Color Renderings

ITEMS NOT IN SCOPE OF ARCHITECTURAL SERVICES OUTLINED IN THIS PROPOSAL

(But available at a later date, upon completion of this contract)

- Design Development
- Cost Estimating
- Construction Documents
- Bidding and Negotiations
- Construction Administration

OWNER'S RESPONSIBILITIES

The Owner, or designated agent, will provide information and render decisions regarding the Project in a timely manner so as to avoid unreasonable delays. The Owner will provide appropriately detailed information regarding elements to be incorporated into the Project. The Owner will furnish for the benefit of the project all legal, accounting, and insurance counseling services. The Owner will make payments to HESTERS and SANDERS ARCHITECTURE within a thirty (30) day timeframe of receipt of each invoice, or incur a charge of interest as stated on the invoice. In case of errors or questions regarding invoicing, or if you need additional information/documentation, the Owner must notify HESTERS and SANDERS ARCHITECTURE of the issue within sixty (60) days of the date listed on the invoice. The Architect will investigate the issue and correct any error promptly. If notification is not received within this timeframe, the balance of the invoice will stand as submitted.

TERMINATION

This Agreement may be terminated by either party upon a minimum of five (5) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. Causes for termination may include: Suspension or abandonment of the Project, failure of the Owner to make payments to HESTERS and SANDERS ARCHITECTURE in accordance with this Agreement.

In the event of termination (not the fault of HESTERS and SANDERS ARCHITECTURE), the Architect shall be compensated for services performed prior to termination, along with reimbursable expenses then due.

COMPENSATION

Compensation for the Architectural Services listed in this Agreement will be represented as a Lump Sum and is designated to be \$4,400. Reimbursable expenses are included in the lump sum fee.

Reimbursable expenses include the actual expenditures made by us and our Consultants in connection with the performance of our services. Reimbursable expenses include, but are not limited to, the following (reference attached Fee Schedule):

- Mileage expenses regarding transportation in connection with the Project; authorized out-of-town travel and a per diem subsistence allowance. These billable rates are as follows:
 - MILEAGE – rate of \$0.50 per mile for travel driven from the Architect's place of business to a meeting location and the return trip that is outside of the Lufkin area, in a car other than the Owners'.
 - CAR RENTAL FEES, TAXI and AIRPORT TRANSFER FEES – rate of billed cost plus 15% handling.
 - PER DIEM SUBSISTENCE ALLOWANCE – rate per the current U.S. General Services Administration website (www.gsa.gov) for each destination for the current year, with a minimum rate of \$60 for lodging and \$40 for meals and incidentals per day of travel.
- Other Consultants not listed in the aforementioned Agreement that are warranted by condition of the Owner or other Regulatory Authority. This would be invoiced at the billed cost plus 15% handling.
- Fees paid for securing approval of authorities having jurisdiction over the Project.
- Color renderings for marketing or presentation purposes can be purchased at the following rate (additional copies of the original rendering will be billed at cost plus 15% handling):
 - RENDERINGS - One Conceptual Rendering (18" X 24" – Pricing for additional sizes is available upon request) based upon developed (by others or within a separate contract) Schematic elevations with building components established and approved by Owner:
 - \$2,000.00 each

PAYMENT FOR SERVICES

Payment for services and reimbursable expenses shall be due in thirty (30) days upon receipt of invoices for services performed and expenses incurred. Unpaid balances past due thirty (30) days will bear interest at a rate of one and one half percent (1 ½%) per month.

DELIVERY

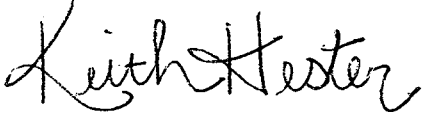
If through no fault of the Architect the services covered by this Agreement have not been completed within twelve (12) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted. Architectural Services will commence immediately following execution of this Agreement.

If this letter accurately describes the Project, and this Agreement meets with your approval, please sign both copies of this agreement and return one (1) copy to HESTERS and SANDERS ARCHITECTURE to serve as our "notice to proceed". An American Institute of Architects contract will be issued upon receipt of an executed agreement. Should you have any questions, please do not hesitate to call.

Mr. Jack Jackson
Page 4 of 4
October 30, 2006

We look forward to the opportunity to serve you.
Yours very truly,

HESTERS AND SANDERS ARCHITECTURE, L.L.P.



Keith Hester, Assoc. AIA
Partner

Enclosures: HESTERS and SANDERS ARCHITECTURE Fee Schedule

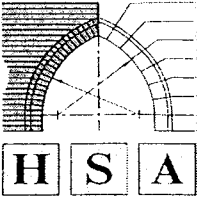
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practice of persons registered as architects in Texas and can be reached at: P.O. Box 12337, Austin, Texas 78711, by phone at (512) 305-9000, by FAX at (512) 305-8900, or on the Web at www.tbae.state.tx.us.

Accepted and Approved:

This _____ day of _____ 2006

By: _____

Title: _____



HESTERS and SANDERS ARCHITECTURE, LLP

FEE SCHEDULE for ARCHITECTURAL SERVICES

The following represents the direct compensation when work is performed on an hourly basis. The amount will be invoiced to the Owner on a 30 day billing cycle.

NAME	PROJECT POSITION	
Roger B. Sanders	Principal Architect	\$90.00
Jean C. Hester	Designer / Intern Architect	\$65.00
R. Keith Hester	Specification Writer	\$55.00
Staff	CAD Technician / Draftsperson	\$36.00
Staff	Clerical	\$25.00

The following represents the costs associated with reimbursable expenses. The amount will be invoiced to the Owner on a 30 day billing cycle. Reimbursable Expenses would be billed in addition to compensation for the Architect's Services and include expenses incurred by the Architect, the Architect's Employees, and Consultants directly related to the Project. Possible reimbursable expense billings that you may encounter and their associated costs are:

Mileage (per current IRA approved reimbursement amount, to be adjusted per billing cycle)	\$0.50 per mile
Printing	
Plots	
24x36	\$6.00 ea
30x42	\$10.00 ea
Blacklines	
24x36	\$4.50 ea
Copies	
Letter	\$0.10 ea
Legal	\$0.15 ea
Ledger	\$0.18 ea
Color Copies	
Any size	Billed Cost + 15%
Correspondence	
Telephone	Billed Cost + 15%
Postage/FedEx/UPS	Billed Cost + 15%
Other Consultants required by the Owner	Billed Cost + 15%
(Not included in Contract)	
Color Rendering (18"x24" mounted on board)	\$2,000.00 ea
Model of Proposed Building Layout	Billed Cost + 15%

Polk County Facility Committee's Proposal
To Commissioners Court To
Employ Architecture Firm To Conduct Study

On April 11, 2006 the Polk County Commissioners Court appointed a committee consisting of 10 members to investigate the possible uses of the County owned property known as the "Pedigo Block". The committee was charged with conducting a study and making a recommendation to the Commissioner's Court on the best use of the property.

After reviewing the data and conducting a thorough study which included consulting several Architects to determine the conditions of the present buildings on the block, the Committee recommended to the Commissioner Court in July 2006 that the best use of the Pedigo Block is to build a new, secure and much needed Judicial Center to meet the County's current and future needs by retaining the property, keeping the Ford and Greer buildings and demolishing the 4 intervening structures.

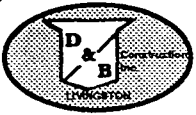
In August 2006, the Commissioners Court reconvened the Committee and directed them to develop a general work plan and estimates for the use and improvements of the Pedigo Block.

The Committee has at this time:

1. Received Project Estimates from two Architecture firms, Hesters and Sanders and White Rock Studio.
2. Considered proposals from a Project Manager- Bob Brooks/BMP Group and from Pre-Design Construction Manager Kurt Neubeck of the Page Southerland Page Architecture Firm.
3. Heard presentation from Construction Manager Jim Kingham of J.E. Kingham Construction.

4. Invited proposals to gather information from the departments that presently occupy the courthouse to determine square footage in a new Judicial Center for each department from Tony Eads/White Rock Studio,(did not submit) Hesters and Sanders,(\$4,400) and Kurt Neubeck of Page Southerland Page Architecture Firm.(\$9,730)

The Committee elected to accept the proposal of Hesters and Sanders of \$4,400. (The commissioners have proposal) and recommends that the Commissioners approve the request so that Hesters and Sanders can submit a Schematic Design for a Judicial Center on the Pedigo Block.



DAVIS & BROWN CONSTRUCTION INC.

COPY

P.O. Box 64 • Livingston, Texas 77351
Tel. (409) 967-4111 Fax (409) 967-4003

FAXED TO: 936/398-5950

FLOOD DAMAGE REPAIR

PROPOSAL SUBMITTED TO POLK COUNTY COMMISSIONER PCT#3		PHONE 936/398-4171	DATE APRIL 6, 2007
OWNER BUDDY PURVIS PO BOX 181		JOB NAME SECOND BRIDGE-FREEMAN BOTTOM ROAD	
CITY, STATE AND ZIP CODE CORRIGAN, TEXAS 75939		JOB LOCATION FREEMAN BOTTOM ROAD-NEXT TO FREEMAN CAMP- HOUSE	
ARCHITECT BILL FORNEA, P.E.	DATE OF PLANS FEBRUARY 26, 2007	JOB PHONE	

We hereby submit specifications and estimates to make flood damage repairs, after flood of 10/16/2006 and successive heavy rains thereafter, per the recommendations of Bill Fornea of Arcadis, dated February 26, 2007, as follows:

1. Mobilize a 490 John Deere Trackhoe with Hoe pack, Linkbelt crane with hammer and leads, welding machine, materials, personnel and all other misc. chain saws, hand tools, etc. to jobsite;
2. Clean out Creek channel and West side ditch and burn debris in place;
3. Line West side ditch with County furnished clay material and compact to original grade;
4. Line East side ditch with County furnished clay material sloping to specifications;
5. Line West side and East side ditches to specifications with 24" to 36" rip rap limestone rock material;
6. Expose and remove existing tieback system on wooden headwall;
7. Set and drive 30LF of 5 gauge 16' sheet pile behind existing wooden headwall;
8. Set and weld in place 6" by 6" by 3/8" angle iron on top of sheet pile wall for cap;
9. Retie wooden headwall and tie new sheet pile wall to existing deadmen and weld and secure in place;
10. Backfill with County furnished materials to bridge grade; and,
11. Clean up and demobilize equipment and personnel.

TOTAL LUMP SUM BID AMOUNT \$85,424.00.

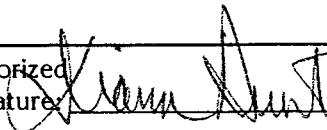
RIP RAP HAULED AND PLACED (INCLUDED IN LUMP SUM) \$52,000.00.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **EIGHTY-FIVE THOUSAND FOUR HUNDRED TWENTY-FOUR AND NO/100 dollars (\$85,424.00*****)**

Payment to be made as follows:

UPON COMPLETION AND BILLING.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature: 

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature: _____

Date of Acceptance: _____

Signature: _____

