



POLK COUNTY COMMISSIONERS COURT

October 9, 2007

Polk County Courthouse, 3rd floor

10:00 A.M.

2007-117

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.

OLD BUSINESS (TABLED FROM PREVIOUS AGENDA)

4. **CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR REPAIR/REPLACEMENT OF BRIDGE ON MAY DRIVE, PCT 2 AND DETERMINE METHOD OF FUNDING.**

5. **RECEIVE COMMISSIONERS' PRIORITY LISTINGS OF OFF SYSTEM BRIDGE PROJECTS.**

NEW BUSINESS

6. **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: September 17, 2007 (Special) & September 17, 2007 (Regular).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CONSIDER ADOPTION OF ORDER APPROVING TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM PLAN (YEAR 2008) CHANGES, AS APPROVED IN THE FY08 BUDGET.
- G. CONSIDER APPROVAL OF ELECTION JUDGES AND ALTERNATES FOR NOVEMBER 6, 2007 ELECTION, BASED UPON COUNTY CLERK'S SUBMITTAL OF REVISED LISTING.
- H. CONSIDER APPROVAL OF ORDER DESIGNATING SURPLUS PROPERTY (LANDFILL EQUIPMENT OWNED BY COUNTY, PREVIOUSLY LEASED TO SANTEK) AND APPROVAL TO

DISPOSE OF BY ONLINE AUCTION TO INCLUDE LOCAL ADVERTISEMENT.

- I. CONSIDER APPROVAL OF TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL INTERLOCAL PARTICIPATION AGREEMENT FOR TERM TO COMMENCE JANUARY 1, 2008.
 - J. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES (PCT 1) LOT 10, BLOCK 14, HOLIDAY LAKE ESTATES #2, CAUSE NO. T01-040; LOT 42, BLOCK 3, MEMORIAL POINT, CAUSE NO. T07-002.
 - K. CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE GREATER HOUSTON AREA CHAPTER OF THE AMERICAN RED CROSS AND POLK COUNTY EMERGENCY MANAGEMENT FOR DISASTER RELIEF SERVICES.
 - L. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH FORT BEND COUNTY RENEWING JAIL SERVICES AT THE IAH SECURE ADULT DETENTION FACILITY.
 - M. CONSIDER APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE.
 - N. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH ORANGE COUNTY FOR JAIL SERVICES AT THE IAH SECURE ADULT DETENTION FACILITY.
 - O. CONSIDER APPROVAL OF RESOLUTION RELATED TO APPLICATION FOR INDIGENT DEFENSE TASK FORCE FORMULA GRANT PROGRAM.
 - P. CONSIDER APPROVAL OF THIRD AMENDMENT TO HOME PROGRAM CONTRACT #1000600, EXTENDING CONTRACT PERIOD TO APRIL 30, 2008.
 - Q. RECEIVE ANNUAL RACIAL PROFILE REPORT, POLK COUNTY CONSTABLE PCT. 1.
- 7. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BID#2007-27; "THE REPAIR/REPLACEMENT OF CULVERTS ON POST OFFICE ROAD, AND UPPER LEGGETT ROAD, PCT. 3".
 - 8. CONSIDER NOMINATIONS FOR POLK CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.
 - 9. CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO CAPITAL OUTLAY FOR PURCHASE OF COUNTY COMPUTER EQUIPMENT AS OUTLINED IN CAPITAL LISTING FOR FY2008 BUDGET.
 - 10. SELECT COUNTY SICK LEAVE POOL COMMITTEE FOR FY2008 BY RANDOM DRAWING.
 - 11. CONSIDER APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH RENE' BATES AUCTIONEERS, INC. (RBAI) TO CONDUCT ON-LINE AUCTIONS FOR POLK COUNTY, TEXAS.

RECESS

EXECUTIVE SESSION; As authorized by the Texas Open Meetings Act, as amended; Government Code §§ 551.072.

- Deliberations about Real Property.

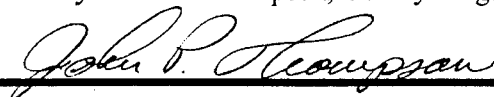
RECONVENE REGULAR SESSION

- 12. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO PURCHASE OF CERTAIN REAL PROPERTIES RELATED TO JAIL EXPANSION.

ADJOURN

By: John P. Thompson, County Judge

Posted: Tuesday October 2, 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 Tuesday, October 2, 2007 & 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).

FILED FOR RECORD

2007 OCT -2 A 10:19

BARBARA MIDDLETON, COUNTY CLERK

BY: Schelana Walker (Deputy)


BARBARA MIDDLETON
POLK COUNTY CLERK



October 09, 2007
Regular Session - 10:00 a.m.

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

ADDENDUM to Posting # 2007-117

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 October 9, 2007 at 10:00 A.M.

AMEND TO ADD:

- 6.
- R. CONSIDER APPROVAL TO RENEW LANDFILL EQUIPMENT LEASE FOR PERIOD OF ONE YEAR.
 - S. CONSIDER APPROVAL OF LETTER OF AGREEMENT WITH CONSTRUCTION CODE CONSULTANTS RENEWING SERVICES FOR THE PERFORMANCE OF LIFE SAFETY INSPECTIONS FOR ONE-YEAR TERM BEGINNING OCTOBER 1, 2007.
 - T. CONSIDER APPROVAL OF FINAL PLAT FOR DOSS ACRES, PCT. 2.
13. CONSIDER PCT. 3 COMMISSIONER'S REQUEST TO ISSUE 90 DAY TERMINATION NOTICE OF LEASE AGREEMENT WITH TOTAL HEALTH WELLNESS CLINIC, OPERATING IN CORRIGAN CLINIC.

AMEND TO DELETE

- H. CONSIDER APPROVAL OF ORDER DESIGNATING SURPLUS PROPERTY (LANDFILL EQUIPMENT OWNED BY COUNTY, PREVIOUSLY LEASED TO SANTEK) AND APPROVAL TO DISPOSE OF BY ONLINE AUCTION TO INCLUDE LOCAL ADVERTISEMENT.

Commissioners Court of Polk County, Texas

Dated: Friday, October 5, 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, October 5, 2007 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY Andrea Schmidt, Deputy

FILED FOR RECORD

2007 OCT -5 P 3:19

BARBARA MIDDLETON
POLK COUNTY CLERK

COMMISSIONERS COURT
AGENDA POSTING #2007 - 117

BE IT REMEMBERED ON THIS THE 9th DAY OF OCTOBER, 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 GIVEN BY ELDRIDGE STRIEDEL.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS:
 - A. CARL CRUSE OF ONALASKA ASKED QUESTIONS REGARDING OUR TAX RATE IN POLK COUNTY COMPARED TO OTHER COUNTIES IN CLOSE PROXIMITY.
 - B. ELDRIDGE STRIEDEL THANKED COMMISSIONER OVERSTREET FOR TAKING CARE OF THE ROADS IN HIS PRECINCT.
 - C. JIM JOHNSON OF PRECINCT #1 THANKED THE COURT FOR SUPPLYING OFFICE SPACE FOR THE C.A.S.A. VOLUNTEERS.
3. INFORMATIONAL REPORTS:
 - A. BID SMITH, TAX ASSESSOR-COLLECTOR REPORTED ON 2007 TAX STATEMENTS AND REMINDED EVERYONE TODAY IS THE LAST DAY TO REGISTER TO VOTE IF YOU PLAN TO VOTE IN THE NOVEMBER 6th CONSTITUTIONAL AMENDMENT ELECTION.
 - B. KENNETH HAMMACK, SHERIFF GAVE A REPORT ON SHERIFF'S DEPARTMENT SEPTEMBER ACTIVITY.
 - C. JEANETTE MONTGOMERY, PERSONNEL DIRECTOR REPORTED ON A RECENT NACO MEETING AND OPEN ENROLLMENT FOR ADDITIONAL INSURANCES WAS COMPLETED.

OLD BUSINESS

4. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, **TO DELETE THIS ITEM** "CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR REPAIR / REPLACEMENT OF BRIDGE ON MAY DRIVE, PCT #2 AND DETERMINE METHOD OF FUNDING."
ALL VOTING YES.
5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, **TO RECEIVE COMMISSIONERS' PRIORITY LISTINGS OF OFF SYSTEM BRIDGE PROJECTS**, AND TO FORWARD ALL LISTS TO TxDOT FOR FUTURE CONSIDERATION.
ALL VOTING YES. (SEE ATTACHED)

6. **CONSENT AGENDA**

JUDGE THOMPSON NOTED THAT ADDITIONAL AGENDA ITEMS WERE ADDED TO LIST (R) (S) & (T) AND (H) HAS BEEN DELETED.

MOTION:

MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE ALL ITEMS LISTED (A) THRU (T) AND DELETING (H) OF TODAY'S CONSENT AGENDA. ALL VOTING YES.

- A. APPROVE MINUTES OF PREVIOUS MEETINGS; SEPTEMBER 17, 2007 (SPECIAL) & SEPTEMBER 17 (REGULAR).
- B. APPROVE BUDGET REVISIONS #2007-24 AND #2008-01, AS PRESENTED BY COUNTY AUDITOR. (SEE ATTACHED)
- C. APPROVE BUDGET AMENDMENTS #2007-24(A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
- D. APPROVAL AND PAYMENT OF BILLS BY SCHEDULES, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
9/13/07	\$ 41,258.00	ACH 42
9/13/07	258.00	97560 - 97561
9/13/07	38,501.75	207073
9/13/07	8,891.92	207074 - 207089
9/13/07	46,732.83	207090 - 207106
9/18/07	16,608.00	ACH 43
9/18/07	1,008.00	97562 - 97633
9/19/07	890.00	97634 - 97681
9/19/07	1,938.00	97682 - 97767
9/19/07	826.00	97768 - 97863
9/19/07	372.00	97864 - 97925
9/19/07	300.00	97926 - 97941
9/19/07	294.00	97942 - 98007
9/19/07	820.00	98008 - 98078
9/19/07	132.00	98079 - 98100
9/19/07	78.00	98101 - 98113
9/19/07	180.00	98114 - 98154
9/19/07	108.00	98155 - 98172
9/19/07	186.00	98173 - 98203
9/20/07	40,010.06	ACH 44
9/20/07	9,357.54	ACH 45
9/20/07	26,720.40	ACH 46
9/20/07	238,631.49	ACH 47
9/20/07	2,732.25	ACH 48
9/20/07	2,172.00	98204 - 98207
9/20/07	4,697.80	207107 - 207114
9/21/07	4,302.44	207115 - 207128
9/24/07	540.00	98208 - 98280
9/24/07	2,240.00	982381 - 98347
9/25/07	98,015.93	ACH 49
9/25/07	1,000.00	207129
9/25/07	5,806.91	207130 - 207132
9/26/07	432,976.50	ACH 50
9/26/07	4,544.62	207133
9/27/07	11,118.05	207134 - 207154
9/27/07	856,331.86	207155 - 207360
10/09/07	Addendum	\$ 13,150.41 (To appear on future schedule)
TOTAL	\$ 1,900,580.35	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
 - F. ADOPTION OF AN "ORDER" APPROVING TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM PLAN (YEAR 2008) CHANGES, AS APPROVED IN THE FY2008 BUDGET. (SEE ATTACHED)
 - G. APPROVAL OF ELECTION JUDGES & ALTERNATES FOR NOVEMBER 6, 2007 "CONSTITUTIONAL AMENDMENT" ELECTION BASED UPON COUNTY CLERKS SUBMITTAL OF REVISED LISTINGS. (SEE ATTACHED)
 - H. **DELETED.**
 - I. APPROVAL OF TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL INTERLOCAL PARTICIPATION AGREEMENT FOR TERM TO COMMENCE JANUARY 1, 2008. (SEE ATTACHED)
 - J. APPROVAL OF OFFERS TO PURCHASE **TAX FORECLOSURE PROPERTIES; PRECINCT #1, LOT 10, BLOCK 14, HOLIDAY LAKE ESTATES #2, CAUSE NO. T01-040; LOT 42, BLOCK 3, MEMORIAL POINT, CAUSE NO. T07-002.**
 - K. APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE GREATER HOUSTON AREA CHAPTER OF THE AMERICAN RED CROSS AND POLK COUNTY EMERGENCY MANAGEMENT FOR DISASTER RELIEF SERVICES. (SEE ATTACHED)
 - L. APPROVAL OF INTERLOCAL AGREEMENT WITH **FORT BEND COUNTY RENEWING JAIL SERVICES AT THE IAH SECURE ADULT DETENTION FACILITY WITH CHANGES RECOMMENDED BY DISTRICT ATTORNEY.** (SEE ATTACHED)
 - M. APPROVAL OF UPDATE TO MASTER STREET ADDRESS GUIDE (MSAG). (SEE ATTACHED)
 - N. APPROVAL OF INTERLOCAL AGREEMENT WITH **ORANGE COUNTY FOR JAIL SERVICES AT THE IAH SECURE ADULT DETENTION FACILITY WITH CHANGES RECOMMENDED BY DISTRICT ATTORNEY.** (SEE ATTACHED)
 - O. APPROVAL OF RESOLUTION RELATED TO APPLICATION FOR INDIGENT DEFENSE TASK FORCE FORMULA GRANT PROGRAM. (SEE ATTACHED)
 - P. APPROVAL OF THIRD AMENDMENT TO HOME PROGRAM CONTRACT #1000600, EXTENDING CONTRACT PERIOD TO APRIL 30, 2008. (SEE ATTACHED)
 - Q. RECEIVE ANNUAL RACIAL PROFILE REPORT FROM POLK COUNTY CONSTABLE, PCT #1.
 - R. APPROVAL TO RENEW LANDFILL EQUIPMENT LEASE FOR PERIOD OF ONE YEAR. (SEE ATTACHED)
 - S. APPROVAL OF LETTER OF AGREEMENT WITH CONSTRUCTION CODE CONSULTANTS RENEWING SERVICES FOR THE PERFORMANCE OF LIFE SAFETY INSPECTIONS FOR ONE-YEAR TERM BEGINNING OCTOBER 1, 2007. (SEE ATTACHED)
 - T. APPROVAL OF FINAL PLAT FOR DOSS ACRES, PRECINCT #2.
7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO AWARD **BID #2007-27, TO DAVIS & BROWN CONSTRUCTION, FOR THE REPAIR / REPLACEMENT OF CULVERTS ON POST OFFICE ROAD (\$12,771.00) & UPPER LEGGETT ROAD (\$18,681.00), IN PRECINCT #3. FUNDING FOR THE PROJECT WILL BE FROM ROAD & BRIDGE FUND BALANCE AND TO BE INCLUDED ON A FUTURE CAPITAL PURCHASE LISTING FOR THE REIMBURSEMENT RESOLUTION AND FY08 END ISSUANCE OF DEBT.**
ALL VOTING YES.
8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO NOMINATE CLARKE EVANS FOR THE POLK CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.
ALL VOTING YES.
9. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO APPROVE CAPITAL OUTLAY PURCHASE OF COUNTY COMPUTER EQUIPMENT, AS OUTLINED IN CAPITAL LISTING FOR FY2008 BUDGET, WITH AN AMOUNT NOT TO EXCEED \$ 83,900.00, AS RECOMMENDED BY STEVE HULLIHEN, DATA PROCESSING MANAGER; PAYMENT TO BE MADE FROM FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR FY08 END DEBT ISSUANCES.
ALL VOTING YES. (SEE ATTACHED)

10. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO SELECT THE FOLLOWING EMPLOYEES TO THE COUNTY SICK LEAVE POOL COMMITTEE FOR FY2008, BY RANDOM DRAWING; ROAD & BRIDGE DEPTS - JOHNNY ATKINSON, OFFICE/CLERICAL - ROSALBA DOMINGUEZ-GARCIA & DANA HARRIS, LAW ENFORCEMENT - LUTHER JAY BURKS, JR. & MARVIN OGLETREE. ALL VOTING YES.

11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH RENE' BATES AUCTIONEERS, INC. (RBAI) TO CONDUCT ON-LINE AUCTIONS FOR POLK COUNTY, TEXAS. ALL VOTING YES. (SEE ATTACHED)

12. (SKIP)

13. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, APPROVAL TO ISSUE A (90) DAY TERMINATION NOTICE OF LEASE AGREEMENT WITH TOTAL HEALTH WELLNESS CLINIC OPERATING IN CORRIGAN CLINIC, AS REQUESTED BY COMMISSIONER JAMES J. "Buddy" PURVIS, PRECINCT #3. ALL VOTING YES.

RECESS REGULAR SESSION AT 10:26 A.M. (BREAK)

CONVENE INTO EXECUTIVE SESSION AT 10:30 A.M.

EXECUTIVE SESSION:

AS AUTHORIZED BY THE TEXAS OPEN MEETINGS ACT, AS AMENDED; GOVERNMENT CODE §§ 551.072

- DELIBERATIONS ABOUT REAL PROPERTY

EXECUTIVE SESSION ENDED AT 11:03 A.M.

RECONVENE INTO OPEN SESSION AT 11:03 A.M.

12. MOTIONED BY BOB WILLIS, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE CONTRACT WITH JOHNNY & NANCY SIMONS IN THE AMOUNT OF \$125,000.00 FOR THE PURCHASE OF LAND, BASED ON THE RECOMMENDATION BY WILLIAM J. LYON REAL ESTATE APPRAISER, FOR THE RELOCATION OF THE ALONZA & OLIVET PETTIES FAMILY, RELATED TO POLK COUNTY JAIL EXPANSION PROJECT. ALL VOTING YES.

ADJOURN

MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 9th DAY OF OCTOBER, 2007 AT 11:04 A.M. ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

3 (B)

Polk County Sheriff's Office September Totals

Total Phone Calls Logged	20,135
Total Radio Calls Logged	18,544
Total Miles Patroled	64,747
Calls Dispatched to Field Deputies	1,371
Alarm Calls	83
Funeral Escorts	22
Number of Units Used on Funerals	42
Number of Hours Spent on Funerals	31
Total Offence Reports Filed	262
Total Mental Commitments	11
Total Sheriff's Office Sales	0
Total Traffic Warnings Served	80
Total Citations Issued	57
Total Bond Processed and/or Approved	173
Total Warrants Served	261
Total Mental Transports	27
Total Livestock Calls	57
Total Hours Spent on Mental Standby	47
Total Civil Papers Received	116
Total Civil Papers Served	109
Total Civil Papers Returned	22
Illegal Dumping	6
Juvenile Transports	5
Building Checks	671
Extra Patrols	1014
Total Writs Served	3
Sex Offenders Registered	28

Sheriff's Monthly 911 Reports	
	3,587

Sheriff's Monthly Jail Reports	
--------------------------------	--

Total Inmates Booked In County Jail	258
Inmates Released	243
Total Females Booked-In	79
Total Males Booked-In	179
Daily Inmate Average	95.4
Average Book-Ins Per Day	8.6
Total Food Cost	\$13,375.77
Total Meals Served	8,586
Cost Per Meal	\$1.55
Total Inmates Transported to TDC	7
Total Inmates Transported to Boot Camp	0

Total Inmates Transported to State Jail	5
Total Inmates Transported to SAPF	0
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	6
Total Inmates Days Housed Outside	574
Cost of Inmates Days Housed Outside	\$20,090.00

Sheriff's Office Warrants Officers Report
--

Misdemeanors Served	146
Misdemeanors Recalled	46
Felonies Served	64
Felonies Recalled	5
Letters Mailed	98
Letters Mailed on other Agencies	88

WILLIAM J. LYON, MAI. SRA
JOHN A. WOODS, MAgr

J.M. LONG
WEBB JENKINS

REAL ESTATE APPRAISERS
P.O. BOX 708
LUFKIN, TEXAS 75902-0708

#12

DATE: 09/25/07
TO: Judge John Thompson
FROM: William J. Lyon
RE: Olivet & Alonza Petties

I have in hand a contract from Johnny and Nancy Simons in the amount of \$125,000.

Title policy to be from Polk County Title Company.

Sale to close by October 31, 2007.

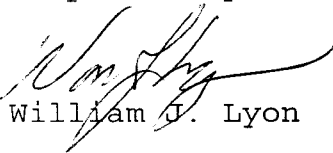
My suggestion is to have Malcolm Jones prepare a deed for the Petties property.

Being M. L. Choate, Abstract 15, Sec. 1, Sub Lot 50, 0.400 acre, to include an American Homestar Mobile Home Ser 1698.

There appears to be back taxes on the Petties property (see attached).

My suggestion is for Polk County Jail Fund pay for the \$125,000. to include normal cost and deductions and receive a deed for the Petties property.

Respectfully submitted,


William J. Lyon

WJL/jj

#5

Polk County

August 27, 2007

Structure	Road	Location	Feature Crossed	SuffRat	Qual	Priority	CSJ	Comments
AA2945001	UNION SPRINGS RD	0.5 MI W OF US 59	Bear Creek	17.7	SD	1	0911-04-939	
AA0251001	CR 251	2.0 MI NW OF US 190	Woods Creek	17.9	SD	2	0911-04-928	
AA0245001	JACK STATION ROAD	1.45 MI E OF US 59	Kennedy Creek	21.6	SD	3	0911-04-908	
AA1180001	PLANTATION DR	1.65 MI NE OF US 146	Turkey Creek	21.8	SD	4		Not part of an approved program
AA0244002	ROCK ISLAND ROAD	0.90 MI E OF US 59	Kennedy Creek	23.4	SD	5	0911-04-926	
AA0159001	CR 159	1.0 MI E OF US 59	Mud Creek	24.5	SD	6	0911-04-905	
AA0232002	JACK PATE ROAD	1.10 MI S OF US 287	Trib. Of McManus Creek	24.8	SD	7	0911-04-907	
AA0328001	DARDEN RD	1.3 MI N OF US 190	Bluff Creek	25.3	SD	8		Not part of an approved program
AA0186001	CARMONA ROAD	0.8 MI N OF US 287	Brushy Creek	25.6	SD	9	0911-04-918	
AA0219001	NINE BRIDGE ROAD	1.55 MI N OF FM 352	Piney Creek	26.1	SD	10		Not part of an approved program
AA0247001	CR 247	0.9 MI W OF FM 942	Hickman Creek	26.1	SD	11		Not part of an approved program
AA0182001	HOWELL ROAD	0.9 MI N OF US 287	Paces Creek	26.8	SD	12	0911-04-900	
AA0117001	CARLITA LOOP	1.2 MI N OF FM 3152	Trib. Rocky Creek	28.4	SD	13	0911-04-915	
AA1272001	DILLON RD	1.2 MI NE OF FM 1276	Little Kimball Creek	29.2	SD	14		Not part of an approved program
AA0196001	HOOKS ROAD	0.6 MI W OF US 59	Trib. Of Bear Creek	29.4	SD	15	0911-04-920	
AA0156001	CR 156	2.5 MI S OF FM 942	Sandy Creek	29.9	SD	16	0911-04-917	
AA0191001	BERING ROAD	1.75 MI SE OF FM 350	Burnett Creek	31.7	SD	17	0911-04-904	
AA0224001	CR 224	0.7 MI E OF FM 1987	Trib. Of Neches River	33.8	SD	18	0911-04-903	
AA0240002	DARDEN ROAD	0.90 MI S OF US 287	Caney Creek	41.1	SD	19	0911-04-925	
AA0247002	CR 247	1.7 MI W OF FM 942	Lime Branch Creek	41.1	SD	20	0911-04-927	
AA0110001	FOREST HILLS LOOP	0.6 MI S OF US 190	Caney Creek	49.5	SD	21		Not part of an approved program
AA1196001	TURKEY CREEK DR	2.81 MI E OF US 146	West Spring Branch	35.3	FO	22		Not part of an approved program
AA0120001	HORRACE BONDS RD	1.5 MI NW OF FM 350	Trib. Long King Creek	37.3	FO	23	0911-04-916	
AA0366003	BLUEWATER RD	10.1 MI SE OF FM 943	Menard Creek	41.8	FO	24	0911-04-938	
AA0360001	SEGNO FIRELANE RD	4.8 MI S OF FM 1276	Double Branch	50.4	FO	25		Not part of an approved program
AA0360002	SEGNO FIRELANE RD	6.3 MI S OF FM 1276	Trib. Of Big Sandy Creek	51.4	FO	26		Not part of an approved program
AA0423001	OLD HWY 35 S	0.05 MI NW OF LP 393	Trib. Of Long King Creek	63.2	FO	27	0911-04-935	
AA0412002	OLD HWY 35	0.80 MI SW OF US 59	Crooked Creek	66.0	FO	28		Not part of an approved program
AA0247003	CR 247	2.70 MI W OF FM 942	Trib. Of Big Sandy Creek	75.6	FO	29		Not part of an approved program
AA0219004	NINE BRIDGE ROAD	1.82 MI N OF FM 352	Piney Creek	75.8	FO	30		Not part of an approved program

Pct 1 - Polk County

Structure	Road	Location	Feature Crossed	SuffRat	Qual	Priority	CSJ	Comments
AA2945001	UNION SPRINGS RD	0.5 MI W OF US 59	Bear Creek	17.7	SD	1	0911-04-939	
AA0251001	CR 251	2.0 MI NW OF US 190	Woods Creek	17.9	SD	2	0911-04-928	
AA0245001	JACK STATION ROAD	1.45 MI E OF US 59	Kennedy Creek	21.6	SD	3	0911-04-908	
AA1180001	PLANTATION DR	1.65 MI NE OF US 146	Turkey Creek	21.8	SD	4		Not part of an approved program
AA0244002	ROCK ISLAND ROAD	0.90 MI E OF US 59	Kennedy Creek	23.4	SD	5	0911-04-926	
AA0159001	CR 159	1.0 MI E OF US 59	Mud Creek	24.5	SD	6	0911-04-905	
AA0232002	JACK PATE ROAD	1.10 MI S OF US 287	Trib. Of McManus Creek	24.8	SD	7	0911-04-907	
AA0328001	DARDEN RD	1.3 MI N OF US 190	Bluff Creek	25.3	SD	8		Not part of an approved program
AA0186001	CARMONA ROAD	0.8 MI N OF US 287	Brushy Creek	25.6	SD	9	0911-04-918	
AA0219001	NINE BRIDGE ROAD	1.55 MI N OF FM 352	Piney Creek	26.1	SD	10		Not part of an approved program
AA0247001	CR 247	0.9 MI W OF FM 942	Hickman Creek	26.1	SD	11		Not part of an approved program
AA0182001	HOWELL ROAD	0.9 MI N OF US 287	Paces Creek	26.8	SD	12	0911-04-900	
AA0117001	CARLITA LOOP	1.2 MI N OF FM 3152	Trib. Rocky Creek	28.4	SD	13	0911-04-915	
AA1272001	DILLON RD	1.2 MI NE OF FM 1276	Little Kimball Creek	29.2	SD	14		Not part of an approved program
AA0196001	HOOKS ROAD	0.6 MI W OF US 59	Trib. Of Bear Creek	29.4	SD	15	0911-04-920	
AA0156001	CR 156	2.5 MI S OF FM 942	Sandy Creek	29.9	SD	16	0911-04-917	
AA0191001	BERING ROAD	1.75 MI SE OF FM 350	Burnett Creek	31.7	SD	17	0911-04-904	
AA0224001	CR 224	0.7 MI E OF FM 1987	Trib. Of Neches River	33.8	SD	18	0911-04-903	
AA0240002	DARDEN ROAD	0.90 MI S OF US 287	Caney Creek	41.1	SD	19	0911-04-925	
AA0247002	CR 247	1.7 MI W OF FM 942	Lime Branch Creek	41.1	SD	20	0911-04-927	
AA0110001	FOREST HILLS LOOP	0.6 MI S OF US 190	Caney Creek	49.5	SD	21		Not part of an approved program
AA1196001	TURKEY CREEK DR	2.81 MI E OF US 146	West Spring Branch	35.3	FO	22		Not part of an approved program
AA0120001	HORRACE BONDS RD	1.5 MI NW OF FM 350	Trib. Long King Creek	37.3	FO	23	0911-04-916	
AA0366003	BLUEWATER RD	10.1 MI SE OF FM 943	Menard Creek	41.8	FO	24	0911-04-938	
AA0360001	SEGNO FIRELANE RD	4.8 MI S OF FM 1276	Double Branch	50.4	FO	25		Not part of an approved program
AA0360002	SEGNO FIRELANE RD	6.3 MI S OF FM 1276	Trib. Of Big Sandy Creek	51.4	FO	26		Not part of an approved program
AA0423001	OLD HWY 35 S	0.05 MI NW OF LP 393	Trib. Of Long King Creek	63.2	FO	27	0911-04-935	
AA0412002	OLD HWY 35	0.80 MI SW OF US 59	Crooked Creek	66.0	FO	28		Not part of an approved program
AA0247003	CR 247	2.70 MI W OF FM 942	Trib. Of Big Sandy Creek	75.6	FO	29		Not part of an approved program
AA0219004	NINE BRIDGE ROAD	1.82 MI N OF FM 352	Piney Creek	75.8	FO	30		Not part of an approved program

Pct 2

Polk County

August 27, 2007

Structure #	Address	Local Pkwy	Neat Recrossed	Surface	Area	Priority	Comments
AA2945001	UNION SPRINGS RD	0.5 MI W OF US 59	Bear Creek	17.7	SD	1	0911-04-939
AA0251001	CR 251	2.0 MI NW OF US 190	Woods Creek	17.9	SD	2	0911-04-928
AA0245001	JACK STATION ROAD	1.45 MI E OF US 59	Kennedy Creek	21.6	SD	3	0911-04-908
AA1180001	PLANTATION DR	1.65 MI NE OF US 146	Turkey Creek	21.8	SD	4	Not part of an approved program
AA0244002	ROCK ISLAND ROAD	0.90 MI E OF US 59	Kennedy Creek	23.4	SD	5	0911-04-926
AA0159001	CR 159	1.0 MI E OF US 59	Mud Creek	24.5	SD	6	0911-04-905
AA0232002	JACK PATE ROAD	1.10 MI S OF US 287	Trib. Of McManus Creek	24.8	SD	7	0911-04-907
AA0328001	DARDEN RD	1.3 MI N OF US 190	Bluff Creek	25.3	SD	8	Not part of an approved program
AA0186001	CARMONA ROAD	0.8 MI N OF US 287	Brushy Creek	25.6	SD	9	0911-04-918
AA0219001	NINE BRIDGE ROAD	1.55 MI N OF FM 352	Piney Creek	26.1	SD	10	Not part of an approved program
AA0247001	CR 247	0.9 MI W OF FM 942	Hickman Creek	26.1	SD	11	Not part of an approved program
AA0182001	HOWELL ROAD	0.9 MI N OF US 287	Paces Creek	26.8	SD	12	0911-04-900
AA0117001	CARLITA LOOP	1.2 MI N OF FM 3152	Trib. Rocky Creek	28.4	SD	13	0911-04-915
AA1272001	DILLON RD	1.2 MI NE OF FM 1276	Little Kimball Creek	29.2	SD	14	Not part of an approved program
AA0196001	HOOKS ROAD	0.6 MI W OF US 59	Trib. Of Bear Creek	29.4	SD	15	0911-04-920
AA0156001	CR 156	2.5 MI S OF FM 942	Sandy Creek	29.9	SD	16	0911-04-917
AA0191001	BERING ROAD	1.75 MI SE OF FM 350	Burnett Creek	31.7	SD	17	0911-04-904
AA0224001	CR 224	0.7 MI E OF FM 1987	Trib. Of Neches River	33.8	SD	18	0911-04-903
AA0240002	DARDEN ROAD	0.90 MI S OF US 287	Caney Creek	41.1	SD	19	0911-04-925
AA0247002	CR 247	1.7 MI W OF FM 942	Lime Branch Creek	41.1	SD	20	0911-04-927
AA0110001	FOREST HILLS LOOP	0.6 MI S OF US 190	Caney Creek	49.5	SD	21	Not part of an approved program
AA1196001	TURKEY CREEK DR	2.81 MI E OF US 146	West Spring Branch	35.3	FO	22	Not part of an approved program
AA0120001	HORRACE BONDS RD	1.5 MI NW OF FM 350	Trib. Long King Creek	37.3	FO	23	0911-04-916
AA0366003	BLUEWATER RD	10.1 MI SE OF FM 943	Menard Creek	41.8	FO	24	0911-04-938
AA0360001	SEGNO FIRELANE RD	4.8 MI S OF FM 1276	Double Branch	50.4	FO	25	Not part of an approved program
AA0360002	SEGNO FIRELANE RD	6.3 MI S OF FM 1276	Trib. Of Big Sandy Creek	51.4	FO	26	Not part of an approved program
AA0423001	OLD HWY 35 S	0.05 MI NW OF LP 393	Trib. Of Long King Creek	63.2	FO	27	0911-04-935
AA0412002	OLD HWY 35	0.80 MI SW OF US 59	Crooked Creek	66.0	FO	28	Not part of an approved program
AA0247003	CR 247	2.70 MI W OF FM 942	Trib. Of Big Sandy Creek	75.6	FO	29	Not part of an approved program
AA0219004	NINE BRIDGE ROAD	1.82 MI N OF FM 352	Piney Creek	75.8	FO	30	Not part of an approved program

Post-It* Fax Note 7671 Date 10-3-07 # of pages 1

To Brad Smith From Nancy Smith

Co./Dept. Co.

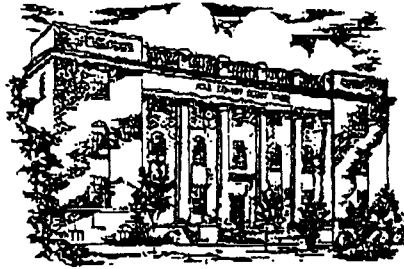
Phone #

Fax # 936-398-5950 Fax # 936-633-4574

AA0219002
 Need Replacing
 Add to list
 Nine Bridge Rd

PCT 3

VOL. 53 PAGE 1622



C.T. (Tommy) Overstreet
County Commissioner
Precinct 4

POLK COUNTY
LIVINGSTON, TEXAS

(936) 327-6866
Fax: (936) 327-6863

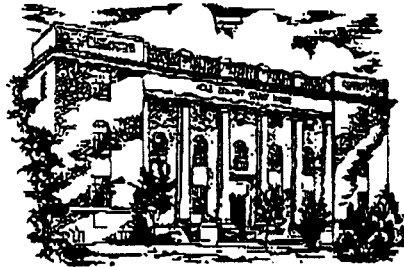
P.O. Box 2312
Livingston, TX 77351

October 3, 2007

List of TXDoT off-system bridges

Kelley Rd	Menard Creek	AA03-29	
Wilson Lake Estates Rd	Double Branch		AA03-52
Nettles Cemetery Rd	AA0329-001		
County Line Rd	AA0318-003		

Tommy Overstreet
Commissioner of Precinct #4



C.T. (Tommy) Overstreet
County Commissioner
Precinct 4

POLK COUNTY

LIVINGSTON, TEXAS

(936) 327-6866
Fax: (936) 327-6863

P.O. Box 2312
Livingston, TX 77351

October 3, 2007

List of TXDoT off-system bridges with alternate routes requested by Brad Timann.

Bluewater Rd	AA03-66	
Plantation Dr.	AA11-80	
Midway	Woods Creek	AA251-001
Soda Lp E	Bluff Creek	AA03050-001

Tommy Overstreet
Commissioner of Precinct #4

Revisions
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
027 SECURITY	.00
051 AGING	13,200.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.



RAY STELLY
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

CCJ-1 2007 #2007-24 #6(A)

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-401-352	CONTINGENCIES	09/18/2007	2K7R24	57,800.00	62,800.00	5,000.00	TO COVER ADD EXP	SD
2007 010-401-404	COUNTY- WIDE EVENT	09/18/2007	2K7R24	10,000.00	5,000.00	5,000.00-	TO COVER ADD EXP	SD
EXP. SUM. - COMM COURT				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-405-352	COMPUTER MAINTENAN	09/18/2007	2K7R24	914.00	900.43	13.57-	TO COVER ADD EXP	SD
2007 010-405-352	COMPUTER MAINTENAN	09/26/2007	2K7R24	900.43	894.36	6.07-	TO COVER OVER BUDGET	SD
2007 010-405-427	TRAVEL/TRAINING	09/18/2007	2K7R24	500.00	512.94	12.94	TO COVER ADD EXP	SD
2007 010-405-427	TRAVEL/TRAINING	09/26/2007	2K7R24	512.94	564.70	51.76	TO COVER OVER BUDGET	SD
2007 010-405-481	BONDS/FEEES	09/26/2007	2K7R24	120.00	60.00	60.00-	TO COVER OVER BUDGET	SD
2007 010-405-572	OFFICE FURNISHINGS	09/18/2007	2K7R24	2,176.00	2,176.63	.63	TO COVER ADD EXP	SD
2007 010-405-572	OFFICE FURNISHINGS	09/26/2007	2K7R24	2,176.63	2,390.94	2,131	TO COVER OVER BUDGET	SD
EXP. SUM. - VET SER OFF				TOTAL AMENDMENTS	7	TOTAL CHANGES		
2007 010-426-402	INTERPRETOR FEES -	09/26/2007	2K7R24	1,772.00	.00	1,772.00-	TO COVER ADD EXP	SD
2007 010-426-486	CONTRACT SVCS/COUR	09/26/2007	2K7R24	2,400.00	4,172.00	1,772.00	TO COVER ADD EXP	SD
EXP. SUM. - CO CT @ LAW				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-458-315	OFFICE SUPPLIES	09/19/2007	2K7R24	2,500.00	2,811.41	311.41	TO COVER ADD EXP	SD
2007 010-458-427	TRAVEL TRAINING	09/19/2007	2K7R24	1,500.00	1,188.59	311.41-	TO COVER ADD EXP	SD
EXPENSE SUMMARY JP #4				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-475-330	FURNISHED TRANSPOR	09/24/2007	2K7R24	7,500.00	2,863.02	4,636.98-	TO COVER ADD EXP	SD
2007 010-475-390	SUBSCRIPTIONS	09/24/2007	2K7R24	2,500.00	.00	2,500.00-	TO COVER ADD EXP	SD
2007 010-475-400	SPECIAL PROSECUTIO	09/24/2007	2K7R24	25,000.00	18,282.03	6,717.97-	TO COVER ADD EXP	SD
2007 010-475-401	ONLINE RESEARCH	09/24/2007	2K7R24	4,000.00	3,120.00	880.00-	TO COVER ADD EXP	SD
2007 010-475-406	APPELLATE EXPENSES	09/24/2007	2K7R24	1,762.00	511.56	1,230.44-	TO COVER ADD EXP	SD
2007 010-475-427	TRAVEL	09/24/2007	2K7R24	15,508.09	14,424.86	1,083.23-	TO COVER ADD EXP	SD
2007 010-475-490	MISCELLANEOUS	09/24/2007	2K7R24	10,835.00	11,715.00	880.00	TO COVER ADD EXP	SD
2007 010-475-490	MISCELLANEOUS	09/24/2007	2K7R24	11,715.00	11,757.39	42.39	TO COVER ADD EXP	SD
2007 010-475-490	MISCELLANEOUS	09/24/2007	2K7R24	11,757.39	12,840.62	1,083.23	TO COVER ADD EXP	SD
2007 010-475-490	MISCELLANEOUS	09/24/2007	2K7R24	12,840.62	14,071.06	1,230.44	TO COVER ADD EXP	SD
2007 010-475-490	MISCELLANEOUS	09/24/2007	2K7R24	14,071.06	20,789.03	6,717.97	TO COVER ADD EXP	SD
2007 010-475-490	MISCELLANEOUS	09/24/2007	2K7R24	20,789.03	23,289.03	2,500.00	TO COVER ADD EXP	SD
2007 010-475-490	MISCELLANEOUS	09/24/2007	2K7R24	23,289.03	27,926.01	4,636.98	TO COVER ADD EXP	SD
2007 010-475-572	FURNISHINGS & EQUI	09/24/2007	2K7R24	9,344.00	9,301.61	42.39-	TO COVER ADD EXP	SD
EXPENSE SUMMARY - D. A.				TOTAL AMENDMENTS	14	TOTAL CHANGES		
2007 010-497-315	OFFICE SUPPLIES	09/18/2007	2K7R24	5,973.69	6,020.69	47.00	TO PURCHASE PR CHECKS	SD
2007 010-497-480	BONDS	09/18/2007	2K7R24	225.00	178.00	47.00-	TO PURCHASE PR CHECKS	SD
EXP. SUM. - TREASURER				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-510-315	OFFICE SUPPLIES	09/24/2007	2K7R24	250.00	200.00	50.00-	TO COVER ADD EXP	SD
2007 010-510-315	OFFICE SUPPLIES	09/24/2007	2K7R24	200.00	.00	200.00-	TO COVER ADD EXP	SD
2007 010-510-332	SUPPLIES/REPAIRS -	09/24/2007	2K7R24	34,000.00	34,700.00	700.00	TO COVER ADD EXP	SD
2007 010-510-423	MOBILE PHONE/PAPER	09/24/2007	2K7R24	1,000.00	1,050.00	50.00	TO COVER ADD EXP	SD
2007 010-510-427	TRAVEL/TRAINING	09/24/2007	2K7R24	500.00	.00	500.00-	TO COVER ADD EXP	SD
EXP. SUM. MAINT- CUST.				TOTAL AMENDMENTS	5	TOTAL CHANGES		
2007 010-512-427	TRAVEL/TRAINING	09/21/2007	2K7R24	3,400.00	1,400.00	2,000.00-	TO COVER ADD EXP	SD
2007 010-512-490	MISCELLANEOUS	09/21/2007	2K7R24	12,591.11	14,591.11	2,000.00	TO COVER ADD EXP	SD
EXPENSE SUMMARY - JAIL				TOTAL AMENDMENTS	2	TOTAL CHANGES		
2007 010-552-300	UNIFORMS	09/28/2007	2K7R24	900.00	799.08	100.92-	TO COVER ADD EXP	SD
2007 010-552-315	OFFICE SUPPLIES	09/28/2007	2K7R24	1,250.00	1,174.87	75.13-	TO COVER ADD EXP	SD
2007 010-552-330	FURNISHED TRANSPOR	09/28/2007	2K7R24	5,000.00	5,100.92	100.92	TO COVER ADD EXP	SD

10/03/2007 09:02:01

REPORT OF GENERAL LEDGER AMENDMENTS

GET122 PAGE 2

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	OLD BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-554-310	FURNISHED TRANSPOR	09/28/2007	2K7R24	5,100.92	5,995.74	TO COVER ADD EXP	SD
2007 010-554-310	FURNISHED TRANSPOR	09/28/2007	2K7R24	5,098.74	6,098.78	TO COVER ADD EXP	SD
2007 010-554-310	FURNISHED TRANSPOR	09/28/2007	2K7R24	6,173.91	6,173.91	TO COVER ADD EXP	SD
2007 010-554-310	FURNISHED TRANSPOR	09/28/2007	2K7R24	6,346.41	6,346.41	TO COVER ADD EXP	SD
2007 010-554-310	FURNISHED TRANSPOR	09/28/2007	2K7R24	2,500.00	2,327.50	TO COVER ADD EXP	SD
2007 010-554-427	MOBIL PHONES/PAGER	09/28/2007	2K7R24	2,000.00	1,105.18	TO COVER ADD EXP	SD
2007 010-554-427	TRAVEL/TRAINING	09/28/2007	2K7R24	150.00	100.00	TO COVER ADD EXP	SD
2007 010-554-480	BONDS	09/28/2007	2K7R24	550.00	446.96	TO COVER ADD EXP	SD
2007 010-554-572	RADIO/OFFICE EQUIP	09/28/2007	2K7R24	550.00	446.96	TO COVER ADD EXP	SD
EXP. SUM. - CONST. PCT. 2				12 TOTAL CHANGES			
2007 010-554-315	OFFICE SUPPLIES	09/20/2007	2K7R24	1,900.00	3,402.00	TO COVER ADD EXP	SD
2007 010-554-310	FURNISHED TRANSPOR	09/20/2007	2K7R24	5,567.74	4,967.74	TO COVER ADD EXP	SD
2007 010-554-427	TRAVEL/TRAINING	09/20/2007	2K7R24	2,000.00	1,098.00	TO COVER ADD EXP	SD
EXP. SUM - CONST. PCT4				3 TOTAL CHANGES			
2007 010-560-330	FUEL & OIL	09/27/2007	2K7R24	160,813.13	161,745.74	TO COVER ADD EXP	SD
2007 010-560-330	FUEL & OIL	09/28/2007	2K7R24	161,745.74	162,605.00	TO COVER ADD EXP	SD
2007 010-560-393	LAW ENFORCEMENT SU	09/24/2007	2K7R24	28,269.17	29,269.17	TO COVER ADD EXP	SD
2007 010-560-393	LAW ENFORCEMENT SU	09/24/2007	2K7R24	29,278.17	29,278.17	TO COVER ADD EXP	SD
2007 010-560-450	REIMB INS VEHICLE	09/24/2007	2K7R24	6,287.10	5,287.10	TO COVER ADD EXP	SD
2007 010-560-450	REIMB INS VEHICLE	09/24/2007	2K7R24	5,287.10	5,287.10	TO COVER ADD EXP	SD
2007 010-560-450	REIMB INS VEHICLE	09/27/2007	2K7R24	5,278.10	5,278.10	TO COVER ADD EXP	SD
2007 010-560-450	REIMB INS VEHICLE	09/27/2007	2K7R24	4,345.49	3,345.49	TO COVER ADD EXP	SD
2007 010-560-450	REIMB INS VEHICLE	09/28/2007	2K7R24	4,345.49	3,486.23	TO COVER ADD EXP	SD
EXPENSE SUMMARY - SHERIFF DEPT				8 TOTAL CHANGES			
2007 010-650-108	SALARIES - PART/TT	09/18/2007	2K7R24	13,435.59	7,435.59	TO COVER ADD EXP	SD
2007 010-650-115	OFFICE SUPPLIES	09/24/2007	2K7R24	1,000.00	1,085.00	TO COVER ADD EXP	SD
2007 010-650-427	TRAVEL/TRAINING	09/24/2007	2K7R24	2,500.00	2,415.00	TO COVER ADD EXP	SD
EXP SUMMARY - LIBRARY & MUSEUM				3 TOTAL CHANGES			
2007 010-691-495	COURTHOUSE LANDSCA	09/18/2007	2K7R24	17,600.00	23,600.00	TO COVER ADD EXP	SD
EXPENSE SUMMARY - ALL OTHER				1 TOTAL CHANGES			
2007 010-695-315	OFFICE SUPPLIES	09/26/2007	2K7R24	3,500.00	3,429.00	TO COVER ADD EXP	SD
2007 010-695-310	FURNISHED TRANSPOR	09/27/2007	2K7R24	7,000.00	7,369.30	TO COVER ADD EXP	SD
2007 010-695-394	SAFETY/TRAINING SU	09/20/2007	2K7R24	23,946.60	24,246.60	TO COVER ADD EXP	SD
2007 010-695-394	SAFETY/TRAINING SU	09/26/2007	2K7R24	24,246.60	24,251.60	TO COVER ADD EXP	SD
2007 010-695-427	TRAVEL/TRAINING	09/20/2007	2K7R24	4,879.77	4,579.77	TO COVER ADD EXP	SD
2007 010-695-427	TRAVEL/TRAINING	09/26/2007	2K7R24	4,579.77	4,025.77	TO COVER ADD EXP	SD
2007 010-695-427	TRAVEL/TRAINING	09/26/2007	2K7R24	4,025.77	4,020.77	TO COVER ADD EXP	SD
2007 010-695-490	MISCELLANEOUS EXPE	09/26/2007	2K7R24	12,510.40	12,581.40	TO COVER ADD EXP	SD
2007 010-695-490	MISCELLANEOUS EXPE	09/26/2007	2K7R24	12,581.40	13,115.40	TO COVER ADD EXP	SD
2007 010-695-490	MISCELLANEOUS EXPE	09/27/2007	2K7R24	13,115.40	12,766.10	TO COVER ADD EXP	SD
EXPENSE SUMMARY - EMERG MGMT				10 TOTAL CHANGES			
2007 010-697-310	FUEL/OIL	09/27/2007	2K7R24	4,000.00	2,550.00	TO COVER ADD EXP	SD
2007 010-697-456	EQUIPMENT/PARTS/RE	09/27/2007	2K7R24	3,620.00	5,070.00	TO COVER ADD EXP	SD
EXPENSE SUMMARY - ENV ENFORCMT				2 TOTAL CHANGES			
2007 015-390-614	PCT #4 BUY BACK PR	09/27/2007	2K7A21	194,830.00	78,000.00	CORRECTION	SD
2007 015-390-624	LOAN PROCEEDS	09/27/2007	2K7A21	78,000.00	194,830.00	CORRECTION	SD
TOTAL AMENDMENTS				2 TOTAL CHANGES			
2007 015-621-339	CONSTRUCTION CONTR	09/18/2007	2K7R24	212,940.94	214,440.94	TO COVER ADD EXP	SD

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 015-621-456	PARTS & REPAIR	09/18/2007	2K7R24	32,000.00	30,500.00	1,500.00-	TO COVER ADD EXP	SD
PRECINCT #1 - EXPENSE SUMMARY				TOTAL AMENDMENTS	2 TOTAL CHANGES	.00		
2007 015-623-100	PCT 3 BUDGET CARRY	09/26/2007	2K7R24	30,762.48	28,510.24	2,252.24-	TO COVER ADD EXP	SD
2007 015-623-100	PCT 3 BUDGET CARRY	09/26/2007	2K7R24	28,510.24	26,030.24	2,480.00-	TO COVER REPAIR PARTS	SD
2007 015-623-201	SOCIAL SECURITY	09/26/2007	2K7R24	28,288.80	29,375.79	1,086.99	TO COVER ADD EXP	SD
2007 015-623-203	RETIREMENT	09/26/2007	2K7R24	28,052.60	29,197.85	1,145.25	TO COVER ADD EXP	SD
2007 015-623-420	TELEPHONE	09/18/2007	2K7R24	4,700.00	5,700.00	1,000.00	TO COVER ADD EXP	SD
2007 015-623-456	PARTS & REPAIRS	09/26/2007	2K7R24	108,827.54	109,327.54	500.00	TO COVER REPAIR PARTS	SD
2007 015-623-490	MISCELLANEOUS	09/18/2007	2K7R24	21,780.00	22,780.00	1,000.00-	TO COVER ADD EXP	SD
PRECINCT #3 EXPENSE SUMMARY				TOTAL AMENDMENTS	7 TOTAL CHANGES	.00		
2007 027-580-315	OFFICE SUPPLIES	09/26/2007	2K7R24	400.00	500.00	100.00	TO COVER ADD EXP	SD
2007 027-580-427	TRAVEL/TRAINING	09/26/2007	2K7R24	1,000.00	900.00	100.00-	TO COVER ADD EXP	SD
EXPENSE SUMMARY-SECURITY FUND				TOTAL AMENDMENTS	2 TOTAL CHANGES	.00		
2007 051-645-333	RAW FOOD	09/19/2007	2K7R24	37,500.00	38,250.00	750.00	TO COVER ADD ESXP	SD
2007 051-645-343	PAPER FOOD GOODS/S	09/20/2007	2K7R24	12,689.32	12,789.32	100.00	TO COVER ADD EXP	SD
2007 051-645-351	EQUIPMENT MAINTENANCE	09/27/2007	2K7R24	2,000.00	2,175.00	175.00	TO COVER ADD EXP	SD
2007 051-645-440	ELECTRICITY	09/26/2007	2K7R24	13,971.60	13,162.60	809.00-	TO COVER ADD EXP	SD
2007 051-645-440	ELECTRICITY	09/27/2007	2K7R24	13,162.60	12,987.60	175.00-	TO COVER ADD EXP	SD
2007 051-645-572	EQUIPMENT	09/18/2007	2K7R24	5,400.00	18,600.00	13,200.00	COURT APP EXP FROM FUND BAL	SD
2007 051-645-572	EQUIPMENT	09/19/2007	2K7R24	18,600.00	17,850.00	750.00-	TO COVER ADD EXP	SD
2007 051-645-572	EQUIPMENT	09/20/2007	2K7R24	17,850.00	17,750.00	100.00-	TO COVER ADD EXP	SD
2007 051-645-572	EQUIPMENT	09/26/2007	2K7R24	17,750.00	4,550.00	13,200.00-	CORRECTION TO REIMB RESOL	SD
2007 051-645-572	EQUIPMENT	09/26/2007	2K7R24	4,550.00	5,359.00	809.00	TO CPVER ADD EXP	SD
2007 051-645-573	CAPITAL OUTLAY	09/26/2007	2K7R24	.00	13,200.00	13,200.00	2007 REIMB RESOL EXP FROM F	SD
EXPENSE SUMMARY - AGING DEPT				TOTAL AMENDMENTS	11 TOTAL CHANGES	13,200.00		

Revision
AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
051 AGING	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY
COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

COPY 2008 #6 (A)
#2008-01

10/03/2007 08:43:35

REPORT OF GENERAL LEDGER AMENDMENTS

GELL122 PAGE

1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 010-458-105	SALARIES	10/03/2007	2K8R01	46,642.19	46,354.35	287.84-	TO COVER PT SALARIES	SD
2008 010-458-108	SALARIES /PART-TIM	10/03/2007	2K8R01	.00	287.84	287.84-	TO COVER PT SALARIES	SD
EXPENSE SUMMARY JP #4			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2008 051-645-315	OFFICE SUPPLIES	10/02/2007	2K8R01	504.13	1,504.13	1,000.00	TO COVER EXP BUDGETS	SD
2008 051-645-333	RAW FOOD	10/02/2007	2K8R01	63,695.60	62,695.60	1,000.00-	TO COVER ADD EXP	SD
2008 051-645-333	RAW FOOD	10/02/2007	2K8R01	62,695.60	58,695.60	4,000.00-	TO COVER ADD EXP	SD
2008 051-645-344	KITCHEN SUPPLIES	10/02/2007	2K8R01	.00	4,000.00	4,000.00	TO COVER ADD EXP	SD
TOTAL AMENDMENTS			4	TOTAL CHANGES	.00			

10/03/2007 08:42:23

REPORT OF GENERAL LEDGER AMENDMENTS

GELLIS PAGE 3

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 051-645-333	RAW FOOD	10/02/2007	2K8R01	63,695.60	62,695.60	1,000.00-	TO COVER ADD BUDGETS	SD
2008 051-645-315	OFFICE SUPPLIES	10/02/2007	2K8R01	504.13	1,504.13	1,000.00	TO COVER EXP	SD
2008 051-645-333	RAW FOOD	10/02/2007	2K8R01	62,695.60	58,695.60	4,000.00-	TO COVER ADD EXP	SD
2008 051-645-344	KITCHEN SUPPLIES	10/02/2007	2K8R01	.00	4,000.00	4,000.00	TO COVER ADD EXP	SD
2008 010-458-105	SALARIES	10/03/2007	2K8R01	46,642.19	46,354.35	287.84-	TO COVER PT SALARIES	SD
2008 010-458-108	SALARIES /PART-TIM	10/03/2007	2K8R01	.00	287.84	287.84	TO COVER PT SALARIES	SD
TOTAL AMENDMENTS				102	TOTAL CHANGES	15,200.00		

10/12/2007 09:35:13

REPORT OF GENERAL LEDGER AMENDMENTS

GEL125 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 011-401-489	PRO-RATA HOTEL TAX	10/09/2007	2K7A24	6,600.00	7,307.82	707.82	TO COVER ADD BUDGET	SD
2007 010-342-404	ELECTION EXPENSE R	10/09/2007	2K7A24	20,389.25	12,889.25	7,500.00	CORRECTION TO 2K7A22	SD
2007 010-403-484	ELECTION EXPENSE	10/09/2007	2K7A24	73,869.63	66,369.63	7,500.00	CORRECTION TO 2K7A22	SD
2007 010-370-630	IHC REIMBURSEMENT	10/09/2007	2K7A24	50,000.00	50,023.93	23.93	INMATE DEP REIMB	SD
2007 010-512-391	MEDICAL SERVICES-I	10/09/2007	2K7A24	75,800.00	75,823.93	23.93	INMATE REIMB DEP	SD
2007 010-560-575	VEHICLES	10/09/2007	2K7A24	23,757.29	459,314.27	435,556.98	APPD IN COMM CRT 10/24/06 P	SD
2007 015-369-100	CULVERT/MATERIAL R	10/09/2007	2K7A24	43,118.94	48,368.94	5,250.00	REIMB FOR MATERIALS	SD
2007 015-621-337	MATERIAL/SUPPLIES	10/09/2007	2K7A24	56,209.56	61,459.56	5,250.00	REIMB FOR MATERIALS	SD
2007 015-390-613	PCT #3 BUY BACK PR	10/09/2007	2K7A24	.00	237,000.00	237,000.00	PCT 3 BUYBACK PROCEEDS	SD
2007 015-623-569	LEASE INTEREST PAY	10/09/2007	2K7A24	.00	10,934.36	10,934.36	PCT 3 BUYBACK PROCEEDS	SD
2007 015-623-570	LEASE PAYMENT	10/09/2007	2K7A24	15,555.59	241,621.23	226,065.64	PCT 3 BUYBACK PROCEEDS	SD
2007 015-390-623	LOAN PROCEEDS	10/09/2007	2K7A24	.00	291,580.00	291,580.00	PCT 3 LOAN PROCEEDS	SD
2007 015-610-573	PC13 CAPITAL OUTLA	10/09/2007	2K7A24	.00	291,580.00	291,580.00	PCT 3 LOAN PROCEEDS	SD
2007 010-560-575	VEHICLES	10/09/2007	2K7A24	4,200.00	16,540.57	12,340.57	REIMB RESOL. EXPEN FY07	SD
2007 010-511-574	CAPITAL OUTLAY BUT	10/09/2007	2K7A24	459,314.27	487,163.03	27,848.76	REIMB RESOL. EXPEN FY07	SD
2007 010-511-574	CAPITAL OUTLAY BUT	10/09/2007	2K7A24	819,499.98	1,190,393.05	370,893.07	BUD FOR PURC. MADE UNDR FY0	SD
2007 015-369-100	CULVERT/MATERIAL R	10/09/2007	2K7A24	1,190,393.05	1,249,092.21	58,699.16	REIMB FOR MAT CITY OF GOODR	SD
2007 015-621-337	MATERIAL/SUPPLIES	10/09/2007	2K7A24	48,368.94	63,003.94	14,635.00	REIMB FOR MATERIALS, CITY O	SD
2007 010-342-600	INSURANCE CLAIMS	10/09/2007	2K7A24	61,459.56	76,094.56	14,635.00	INS REIMB ON WRECKED AUTO	SD
2007 010-560-575	VEHICLES	10/09/2007	2K7A24	20,156.06	30,373.75	10,217.69	INS REIMB ON WRECK DIFR FEM	SD
2007 010-401-027	TRANSF TO COURTHOU	10/09/2007	2K7A24	487,163.03	515,011.79	27,848.76	XPR TO COURTHOUSE FRM GEN	SD
2007 027-340-010	TRANSFER FROM GENR	10/09/2007	2K7A24	23,633.96	27,333.96	3,700.00	WEEKLY REV RPT 5/25/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	23,633.96	27,333.96	3,700.00	WEEKLY REV RPT 5/25/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	5,553.10	8,053.10	2,500.00	WEEKLY REV RPT 5/25/07	SD
2007 010-342-900	MISCELLANEOUS REVE	10/09/2007	2K7A24	13,811.10	16,311.10	2,500.00	WEEKLY REV RPT 5/25/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	20,105.00	20,115.00	10.00	WEEKLY REV RPT 5/25/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	6,659.45	6,669.45	10.00	WEEKLY REV RPT 5/25/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	8,053.10	8,198.10	145.00	WEEKLY REV RPT 5/25/07	SD
2007 010-342-569	REIMBURSEMENT-SHER	10/09/2007	2K7A24	16,311.10	16,456.10	145.00	WEEKLY REV RPT 5/25/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	8,198.10	8,358.10	160.00	WEEKLY REV RPT 5/25/07	SD
2007 010-342-569	REIMBURSEMENT-SHER	10/09/2007	2K7A24	16,456.10	16,616.10	160.00	WEEKLY REV RPT 5/25/07	SD
2007 010-560-393	LAW ENFORCEMENT SU	10/09/2007	2K7A24	937.89	1,443.99	506.10	WEEKLY REV RPT 7/27/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	29,278.17	29,784.27	506.10	WEEKLY REV RPT 7/27/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	8,358.10	8,683.10	325.00	WEEKLY REV RPT 6/29/07	SD
2007 010-342-569	REIMBURSEMENT-SHER	10/09/2007	2K7A24	16,616.10	16,941.10	325.00	WEEKLY REV RPT 6/29/07	SD
2007 010-560-393	LAW ENFORCEMENT SU	10/09/2007	2K7A24	1,443.99	1,802.99	359.00	WEEKLY REV RPT 6/29/07	SD
2007 010-342-900	MISCELLANEOUS REVE	10/09/2007	2K7A24	29,784.27	30,143.27	359.00	WEEKLY REV RPT 6/29/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	20,115.00	20,125.00	10.00	WEEKLY REV RPT 6/14/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	6,683.45	6,679.45	10.00	WEEKLY REV RPT 6/14/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	8,888.10	8,888.10	205.00	WEEKLY REV RPT 6/14/07	SD
2007 010-342-569	REIMBURSEMENT-SHER	10/09/2007	2K7A24	16,941.10	17,146.10	205.00	WEEKLY REV RPT 6/14/07	SD
2007 010-560-427	TRAVEL/TRAINING	10/09/2007	2K7A24	1,802.99	2,637.00	834.01	WEEKLY REV RPT 6/14/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	26,366.12	27,202.13	834.01	WEEKLY REV RPT 6/14/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	4,890.27	4,907.86	17.59	WEEKLY REV RPT 8/14/07	SD
2007 010-367-130	SHERIFFS DONATED M	10/09/2007	2K7A24	6,679.45	6,697.04	17.59	WEEKLY REV RPT 8/14/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	4,907.86	4,914.07	6.21	WEEKLY REV RPT 9/14/07	SD
2007 010-342-900	MISCELLANEOUS REVE	10/09/2007	2K7A24	6,697.04	6,718.01	20.97	WEEKLY REV RPT 9/14/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	6,718.01	6,728.01	10.00	WEEKLY REV RPT 9/14/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	8,888.10	8,888.10	167.00	WEEKLY REV RPT 9/14/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	17,146.10	17,146.10	267.00	WEEKLY REV RPT 9/14/07	SD
2007 010-367-130	SHERIFFS DONATED M	10/09/2007	2K7A24	4,924.83	4,944.25	19.42	WEEKLY REV RPT 5/18/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	9,155.10	9,210.10	55.00	WEEKLY REV RPT 5/18/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	17,413.10	17,468.10	55.00	WEEKLY REV RPT 5/18/07	SD

2007-24(a)
10/09/07

10/12/2007 09:35:13

REPORT OF GENERAL LEDGER AMENDMENTS

GEL125 PAGE 2

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2007 010-367-130	SHERIFFS DONATED M	10/09/2007	2K7A24	4,944.25-	4,954.25-	10.00-	WEEKLY REV REPORT 6/8/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	6,743.43	6,753.43	10.00	WEEKLY REV REPORT	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	9,210.10-	10,055.10-	845.00-	WEEKLY REV REPORT	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	17,468.10	18,313.10	845.00	WEEKLY REV REPORT 6/8/07	SD
2007 010-342-569	REIMBURSEMENT-SHER	10/09/2007	2K7A24	2,637.00-	2,663.99-	26.99-	WEEKLY REV REPORT 6/8/07	SD
2007 010-560-300	UNIFORMS	10/09/2007	2K7A24	22,073.95	22,100.94	26.99	WEEKLY REV REPORT 6/8/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	10,055.10-	10,105.10-	50.00-	WEEKLY REV REPORT 8/17/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	18,313.10	18,363.10	50.00	WEEKLY REV REPORT 8/17/07	SD
2007 010-342-900	MISCELLANEOUS REVE	10/09/2007	2K7A24	20,135.00-	20,145.00-	10.00	WEEKLY REV REPORT 8/17/07	SD
2007 010-560-490	MISCELLANEOUS	10/09/2007	2K7A24	6,753.43	6,763.43	10.00	WEEKLY REV REPORT 8/17/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	10,105.10-	10,155.10-	50.00-	WEEKLY REV REPORT 8/17/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	18,363.10	18,413.10	50.00	WEEKLY REV REPORT 7/20/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	10,155.10-	10,105.10-	50.00	WEEKLY REV REPORT 7/20/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	18,413.10	18,484.10	71.00	WEEKLY REV REPORT 7/13/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	10,105.10-	10,176.10-	71.00	WEEKLY REV REPORT 7/13/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	18,484.10	18,534.10	50.00	WEEKLY REV REPORT 9/26/07	SD
2007 010-367-110	ANIMAL SHELTER	10/09/2007	2K7A24	10,176.10-	10,287.10-	111.00-	WEEKLY REV REPORT 9/26/07	SD
2007 010-560-392	ANIMAL SHELTER	10/09/2007	2K7A24	18,534.10	18,645.10	111.00	WEEKLY REV REPORT 9/26/07	SD
2007 010-367-110	ANIMAL SHELTER	10/12/2007	2K7A24	10,287.10-	10,337.10-	50.00-	TRANSACTION FROM 10/9 POSTE	SD
2007 010-560-575	VEHICLES	10/12/2007	2K7A24	515,011.79	487,163.03	27,848.76-	TRANSACTION POSTED TWICE 2K	SD
2007 010-367-110	ANIMAL SHELTER	10/12/2007	2K7A24	10,337.10-	10,387.10-	50.00-	CORRECTION	SD

TOTAL AMENDMENTS 76

TOTAL CHANGES

895,837.67

COPY

**Budget Amendment
#2K7A24
FY07**

POLK COUNTY
By: Stephanie Dale
Asst. Auditor

Fund Account	Description	Increase	Decrease	Comments	Budget	Budget
010-342-404 010-403-484	GENERAL FUND Election Exp Reimb Election Expense		7,500.00 7,500.00	Correction from 2K7a22 Correction from 2K7a22	-20,389.25 73,869.63	-12,889.25 66,369.63
010-370-630 010-512-391	GENERAL FUND IHC Reimb Medical Services	23.93 23.93		Inmate dep reimb Inmate dep reimb	-50,000.00 75,800.00	-50,023.93 75,823.93
010- Fund Balance 010-560-575	GENERAL FUND Fund Balance Vehicles	435,556.98 435,556.98		Purchase of sheriff vehicles Purchase of sheriff vehicles	23,757.29	459,314.27
015-369-100 015-621-337	GENERAL FUND Culvert/material reimb Material Supplies	5,250.00 5,250.00		Reimb for materials Reimb for materials	-43,118.94 56,209.56	-48,368.94 61,459.56
015-390-613 015-623-569 015-623-570	GENERAL FUND Pct 3 Buyback Proceeds Lease Int Pmt Lease Pmt	237,000.00 10,934.36 226,065.64		Pct 3 Buyback Proceeds Pct 3 Buyback Proceeds Pct 3 Buyback Proceeds	0.00 0.00 15,555.59	-237,000.00 10,934.36 241,621.23
015-390-623 015-623-573	GENERAL FUND Loan Proceeds Pct 3 Cap Outlays	291,580.00 291,580.00		Pct 3 loan Proceeds Pct 3 loan Proceeds	0.00 0.00	-291,580.00 291,580.00
015- Fund Balance 015-610-573	GENERAL FUND Fund Balance Capital Outlays	12,340.57		Reimb Resolution exp 2007	4,200.00	16,540.57
010- Fund Balance 010-560-575	GENERAL FUND Fund Balance Vehicles	27,848.76		Reimb resolution so vvehicle	23,757.29	51,606.05
010- Fund Balance 010-511-574	GENERAL FUND Capital outlay buildings	370,902.07		to budget for purch made undr 08 reimb resol	819,490.98	1,190,393.05
010- Fund Balane 010-511-574	GENERAL FUND Capital Outlay Building	58,699.16		Reimb Resol expen fy07	819,490.98	878,190.14
015-369-100 015-621-337	GENERAL FUND Culvert Material Reimb Materials supplies	14,635.00 14,635.00		Reimb from City of goodrich Reimb from City of goodrich	-43,118.94 56,209.56	-57,753.94 70,844.56
010- Fund balance 010-342-600 010-560-575	GENERAL FUND Fund Balance Ins Claims Vehicles	17,301.07 10,217.69 27,848.76		ins reimb on wrecked auto ins reimb on wrecked auto ins reimb on wrecked auto	-20,156.06 23,757.29	-30,373.75 51,276.05

October 03, 2007

Budget Amendment
#2K7A24
FY07

POLK COUNTY
By: Stephanie Dale
Asst. Auditor

010-367-110 010-560-392	GENERAL FUND Animal Shelter Animal Shelter	2,500.00 2,500.00	Weekly rev report 5/25/07 Weekly rev report 5/25/07	-5,553.10 13,811.10	-8,053.10 16,311.10
010-342-900 010-560-490	GENERAL FUND Misc rev Misc	10.00 10.00	Weekly Rev Report 5/25/07 Weekly Rev Report 5/25/07	-25,500.00 6,659.45	-25,510.00 6,669.45
010-367-110 010-560-392	GENERAL FUND Animal Shelter Animal Shelter	145.00 145.00	Weekly Rev Report 5/25/07 Weekly Rev Report 5/25/07	-8,053.10 16,311.10	-8,198.10 16,456.10
010-367-110 010-560-392	GENERAL FUND Animal Shelter Animal Shelter	160.00 160.00	Weekly rev report from 7/27/07 Weekly rev report from 7/27/07	-8,198.10 16,456.10	-8,358.10 16,616.10
010-342-569 010-560-393	GENERAL FUND Reimb Sheriff Dept Law Enforcement Supplies	506.10 506.10	Weekly Rev Report from 7/27/07 Weekly Rev Report from 7/27/07	-937.89 26,457.60	-1,443.99 26,963.70
010-367-110 010-560-392	GENERAL FUND Animal Shelter Animal Shelter	325.00 325.00	Weekly Rev report 6/29/07 Weekly Rev report 6/29/07	-8,358.10 16,616.10	-8,683.10 16,941.10
010-342-569 010-560-393	GENERAL FUND Reimb Sheriff Dept Law Enforcement Supplies	359.00 359.00	Weekly Rev Rport 6/29/07 Weekly Rev Rport 6/29/07	-1,443.99 26,963.70	-1,802.99 27,322.70
010-342-900 010-560-490	GENERAL FUND Misc Rev Misc	10.00 10.00	Weekly rev report 6/14/07 Weekly rev report 6/14/07	-25,510.00 6,669.45	-25,520.00 6,679.45
010-367-110 010-560-392	GENERAL FUND Animal Shelter Animal Shelter	205.00 205.00	Weekly rev report 6/14/07 Weekly rev report 6/14/07	-8,683.10 16,941.10	-8,888.10 17,146.10
010-342-569 010-560-427	GENERAL FUND Reimb Sheriff Dept Travel Training	834.01 834.01	Weekly rev report 6/14/07 Weekly rev report 6/14/07	-1,802.99 26,368.12	-2,637.00 27,202.13
010-367-130 010-560-490	GENERAL FUND Sheriff Donated Monies Misc	17.59 17.59	Weekly Rev Report 8/14/07 Weekly Rev Report 8/14/07	-4,890.27 6,679.45	-4,907.86 6,697.04
010-367-130 010-560-490	GENERAL FUND Sheriff Donated monies Misc	20.97 20.97	Weekly rev report 9/14/07 Weekly rev report 9/14/07	-4,907.86 6,697.04	-4,928.83 6,718.01

October 03, 2007

Budget Amendment
#2K7A24
FY07

By: Stephanie Dale
Asst. Auditor

010-367-110 010-560-392	GENERAL FUND Animal Shelter Animal Shelter	111.00 111.00	Weekly Rev Report 9/26/07 Weekly Rev Report 9/26/07	-10,276.10 18,534.10	-10,387.10 18,645.10
010-401-027 027-340-010	GENERAL FUND Transfer to Courthouse Transfer From General	3,700.00 3,700.00	Transfer to Courthouse Transfer to Courthouse	23,633.96 -23,633.96	27,333.96 -27,333.96

October 5, 2007

Budget Amendment
2K7A24
FY07

Polk County
by: Stephanie Dale
Assistant Auditor

<u>Fund Account</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>	<u>Comments</u>	<u>Budget</u>	<u>Budget</u>
011-Fund Balance	GENERAL FUND	707.82		Pro Rata Hotel Tax Share	6,600.00	7,307.82
011-401-489	Fund Balance Pro Rata Hotel Tax Share	707.82		Pro Rata Hotel Tax Share		

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	41,258.00

TOTAL OF ALL FUNDS	41,258.00

ACH 042

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

RAY STELLY
Asst. COUNTY AUDITOR Stephanie Dille
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

 COPY

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	258.00

TOTAL OF ALL FUNDS	258.00

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

RAY STELLY
COUNTY AUDITOR Margie N. Cairns
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

Assist

 COPY

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	38,501.75
TOTAL OF ALL FUNDS	38,501.75 ✓

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

Asst. RAY STELLY
COUNTY AUDITOR Stephanie Dele
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

 COPY

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,506.86
015	ROAD & BRIDGE ADM	1,133.78
051	AGING	150.78
093	CO CLERK RECORDS MGMT FUND	100.50
TOTAL OF ALL FUNDS		8,891.92

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

Asst. RAY STELLY
 COUNTY AUDITOR *Debra Marie Pile*

JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

 COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	33,085.16
015 ROAD & BRIDGE ADM	13,647.67

TOTAL OF ALL FUNDS	46,732.83

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

RAY STELLY

Asst COUNTY AUDITOR

Deborah M

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

 COPY

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	16,608.00

TOTAL OF ALL FUNDS	16,608.00

Attch 3

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

RAY STELLY
Asst. COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON
COUNTY JUDGE

John P. Thompson

 **COPY**

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

~~1,392.00~~

TOTAL OF ALL FUNDS

~~1,392.00~~

*Less donated
\$384.00
1008.00*

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

RAY STELLY

Asst. COUNTY AUDITOR

Maehonie Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,208.00
TOTAL OF ALL FUNDS	1,208.00

Less Donated Funds #318.00
890.00

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

RAY STELLY
asst. COUNTY AUDITOR *BDale*

JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

10/27

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

~~3,036.00~~

TOTAL OF ALL FUNDS

~~3,036.00~~

*Less donated funds
\$1088.00*

1938.00

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

Asst.

RAY STELLY

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Stamp]

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,188.00
TOTAL OF ALL FUNDS	1,188.00

LESS CHECKS DEDUCTED
~~\$ 362.⁰⁰~~
826.⁰⁰

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

RAY STELLY
 COUNTY AUDITOR *B. Dale*

JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*



FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	372.00
TOTAL OF ALL FUNDS	372.00 ✓

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

Asst. RAY STELLY
COUNTY AUDITOR B. Dale

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	300.00
	TOTAL OF ALL FUNDS	300.00

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

RAY STELLY
Asst. COUNTY AUDITOR *Dale*

JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

~~396.00~~

TOTAL OF ALL FUNDS

~~396.00~~

*Less Checks
Dormed 102.00*

294.00

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

RAY STELLY

Asst. COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Stamp]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

1,066.00

TOTAL OF ALL FUNDS

1,066.00

*Less Checks
Donated
\$ 246.00*

\$ 820.00

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

RAY STELLY

Asst. COUNTY AUDITOR

ODale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

1 MAY 1953

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	132.00
TOTAL OF ALL FUNDS	132.00 ✓

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

ASSL. RAY STELLY
COUNTY AUDITOR W Dale
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	78.00
	TOTAL OF ALL FUNDS	78.00

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

RAY STELLY
ast COUNTY AUDITOR *BDale*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

246.00

*Less Checks Donated
66.00*

TOTAL OF ALL FUNDS

~~246.00~~

180.00

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

RAY STELLY

Cost

COUNTY AUDITOR

Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	108.00
	TOTAL OF ALL FUNDS	108.00

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

Ass. RAY STELLY
COUNTY AUDITOR *BDale*

JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

 COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	186.00

TOTAL OF ALL FUNDS	186.00

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

Asst. RAY STELLY
COUNTY AUDITOR *[Signature]*

JOHN P. THOMPSON
COUNTY JUDGE *[Signature]*

 COPY

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	26,296.48
015	ROAD & BRIDGE ADM	6,199.64
027	SECURITY	304.12
051	AGING	634.86
101	ADULT SUPERVISION	4,516.64
185	CCAP - JUVENILE PROBATION	2,058.32
TOTAL OF ALL FUNDS		40,010.06

ACT 044

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

RAY STELLY
 Asst. COUNTY AUDITOR Deborah Dale
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,150.32
015	ROAD & BRIDGE ADM	1,449.94
027	SECURITY	71.12
051	AGING	148.48
101	ADULT SUPERVISION	1,056.32
185	CCAP - JUVENILE PROBATION	481.36
TOTAL OF ALL FUNDS		9,357.54

ACT 045

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

Asst RAY STELLY
 COUNTY AUDITOR Stephanie Dale

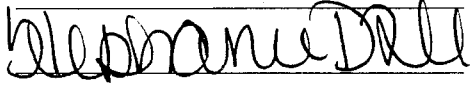
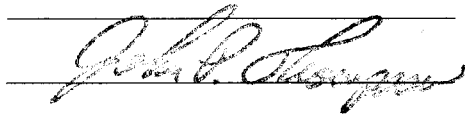
JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson



FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,099.90
015	ROAD & BRIDGE ADM	3,530.03
027	SECURITY	141.04
051	AGING	194.13
101	ADULT SUPERVISION	3,282.81
185	CCAP - JUVENILE PROBATION	1,472.49
TOTAL OF ALL FUNDS		26,720.40

Act 1046

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

RAY STELLY
COUNTY AUDITOR 
JOHN P. THOMPSON
COUNTY JUDGE 

 COPY

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	156,829.06
015	ROAD & BRIDGE ADM	38,532.43
027	SECURITY	1,922.18
051	AGING	4,174.92
101	ADULT SUPERVISION	25,441.01
185	CCAP - JUVENILE PROBATION	11,731.89
TOTAL OF ALL FUNDS		238,631.49

AC1047

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

ASST. RAY STELLY
 COUNTY AUDITOR Stephanie Dale
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

 COPY

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,632.26
015	ROAD & BRIDGE ADM	99.99
TOTAL OF ALL FUNDS		2,732.25

Act 048

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

Asst. RAY STELLY
 COUNTY AUDITOR *Deborah Dale*

JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

 COPY

Act

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,172.00
TOTAL OF ALL FUNDS	2,172.00

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

Asst RAY STELLY
COUNTY AUDITOR

Alphonie D. Lee

JOHN P. THOMPSON
COUNTY JUDGE

John P. Thompson

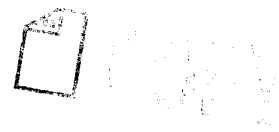
 COPY

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,419.30
015	ROAD & BRIDGE ADM	275.00
027	SECURITY	30.00
101	ADULT SUPERVISION	2,194.37
185	CCAP - JUVENILE PROBATION	779.13
TOTAL OF ALL FUNDS		4,697.80

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

Asst. RAY STELLY
 COUNTY AUDITOR Debraanne Dale
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson



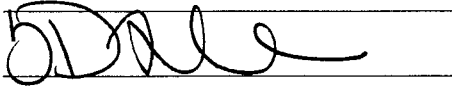
SCHEDULE OF BILLS BY FUND

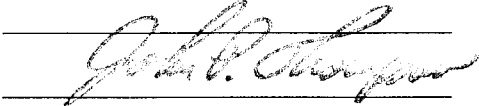
VOL. 53 PAGE 1663

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,217.19
015 ROAD & BRIDGE ADM	742.35
051 AGING	342.90

TOTAL OF ALL FUNDS	4,302.44 ✓

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

Asst. RAY STELLY
COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

 COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

576.00

TOTAL OF ALL FUNDS

576.00

540.00

*Deleted check 98277 and
Send DTR. by Acpt
JA*

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

RAY STELLY

Asst.

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

 COPY

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

~~2,436.00~~

TOTAL OF ALL FUNDS

~~2,436.00~~

2240.00

*Check # 98344 Deleted
AND Sent A/c. by Act.
A*

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

RAY STELLY

Asst.

COUNTY AUDITOR

Alexandra Dine

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

 **COPY**

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	64,340.25
015	ROAD & BRIDGE ADM	15,172.22
027	SECURITY	655.03
051	AGING	1,464.75
101	ADULT SUPERVISION	11,401.43
185	CCAP - JUVENILE PROBATION	4,982.25
TOTAL OF ALL FUNDS		98,015.93

ACH 049

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

RAY STELLY
 Asst. COUNTY AUDITOR Stephanie Dale

JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

COPY

SCHEDULE OF BILLS BY FUND

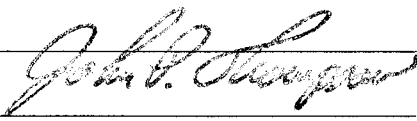
FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	1,000.00

TOTAL OF ALL FUNDS	1,000.00

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

RAY STELLY 

COUNTY AUDITOR _____

JOHN P. THOMPSON 

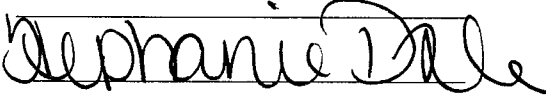
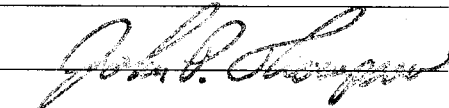
COUNTY JUDGE _____

 COPY

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	3,994.54
015	ROAD & BRIDGE ADM	1,207.71
051	AGING	18.00
185	CCAP - JUVENILE PROBATION	586.66
TOTAL OF ALL FUNDS		5,806.91

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

RAY STELLY
Asst. COUNTY AUDITOR 
JOHN P. THOMPSON
COUNTY JUDGE 

 COPY

SCHEDULE OF BILLS BY FUND

ACH 050

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	432,976.50

TOTAL OF ALL FUNDS	432,976.50

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

RAY STELLY

Asst.

COUNTY AUDITOR

Debra Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

 COPY

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,944.83
015	ROAD & BRIDGE ADM	656.34
027	SECURITY	33.77
051	AGING	77.53
101	ADULT SUPERVISION	574.42
185	CCAP - JUVENILE PROBATION	257.73
TOTAL OF ALL FUNDS		4,544.62

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

RAY STELLY
Asst. COUNTY AUDITOR Stephanie Dale

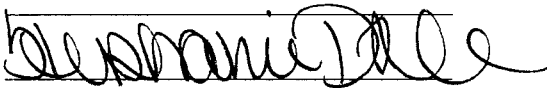
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

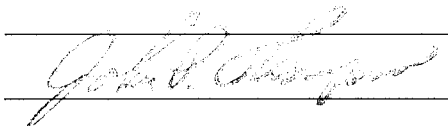
 COPY

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	8,238.01
015	ROAD & BRIDGE ADM	1,019.84
051	AGING	557.34
056	SHERIFF-COMMISSARY FUNDS	719.76
088	JUDICIARY FUND	583.10
TOTAL OF ALL FUNDS		11,118.05

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

RAY STELLY
Asst. COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

 COPY

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	749,231.16
013 JP JUSTICE COURT TECHNOLOGY	119.47
015 ROAD & BRIDGE ADM	102,960.54
027 SECURITY	27.00
040 LAW LIBRARY FUND	535.72
051 AGING	1,522.62
088 JUDICIARY FUND	1,190.35
093 CO CLERK RECORDS MGMT FUND	745.00

TOTAL OF ALL FUNDS	856,331.86

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

RAY STELLY
Asst. COUNTY AUDITOR *Debra M. Dale*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

 COPY

VOL.

53 PAGE 1673
COPY

ADDENDUM
SCHEDULE OF BILLS FOR
OCTOBER 9, 2007
FY 2008

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
ALABAMA CONSHATTA	VFD	COMM. COURT	011-401-489	\$ 500.00
BERGMAN, JAMES G.	TOWER RENT	ALL R & B	015-XXX-463	\$ 1,980.00
BULLDOG RADIOLOGY	JAIL MEDICAL	JAIL	010-512-391	\$ 121.83
CAMINO REAL EMERG ASSO	JAIL MEDICAL	JAIL	010-512-391	\$ 320.18
CHUCK'S DIESEL REPAIR	REPAIR EQUIPMENT	R&B#2	015-621-456	\$ 497.99
EAST TEXAS COPY SYSTEM	COPY RENTAL	R&B#1	015-621-315	\$ 125.05
EAST TEXAS HUMATOLOGY	INDIGENT CARE	SOCIAL SERV.	010-645-404	\$ 40.43
ECONOMY MAINT & REPAIR	BUILDING COUNTER	MAINT ENG	010-511-450	\$ 1,102.57
EDCO DIESEL & GEAR	REPAIR EQUIPMENT	R&B#4	015-624-456	\$ 135.53
FRANK ISOM	FLOOR MAINTENANCE	R&B#1	015-621-442	\$ 200.00
HEART INSTITUTE	INDIGENT CARE	SOCIAL SERV.	010-645-404	\$ 780.51
HUGHES PETROLEUM	FUEL	R&B#1	015-621-330	\$ 525.33
LABCORP	JAIL MEDICAL	JAIL	010-512-391	\$ 162.99
LAKE AREA PHYSICAL	INDIGENT CARE	SOCIAL SERV.	010-645-404	\$ 84.80
LIVINGSTON MRI	INDIGENT CARE	SOCIAL SERV.	010-645-404	\$ 1,310.01
LIVINGSTON MRI	JAIL MEDICAL	JAIL	010-512-391	\$ 28.87
MEDICARE & PATHOLOGY LAB	JAIL MEDICAL	JAIL	010-512-391	\$ 118.96
MEMORIAL HOME CARE	JAIL MEDICAL	JAIL	010-512-391	\$ 95.96
MEMORIAL MEDICAL CENTER	INDIGENT CARE	SOCIAL SERV.	010-645-404	\$ 175.24
MEMORIAL MEDICAL CENTER	JAIL MEDICAL	JAIL	010-512-391	\$ 3,602.89
NELLSCH, VERNER, MD	JAIL MEDICAL	JAIL	010-512-391	\$ 57.58
O'REILY AUTO PARTS	PARTS	R&B#3	015-623-456	\$ 304.25
SHAW, TIMONTY MD	INDIGENT CARE	SOCIAL SERV.	010-645-404	\$ 263.52
THOMAS SUPPLY INC	CULVERTS	R&B#4	015-624-338	\$ 606.48
WALKER, FRANK M.D.	INDIGENT CARE	SOCIAL SERV.	010-645-404	\$ 11.44
TOTAL				<u>\$ 13,150.41</u>

John P. Thompson

September 18- October 9, 2007

X *10/17*

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	JENNIFER BAILEY	SHERIFF	#1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/(01) \$11.32/HR	DECLINED POSITION EFFECTIVE 09/25/2007
(2)	KRYSTAL DAWN CHATMAN	SHERIFF	#1043 TELECOMMUNICATIONS OPERATOR	LABOR POOL (-900)	14/(01) \$11.32/HR	NEW HIRE EFFECTIVE 10/10/2007
(3)	EULA MAE CHERRY	JP	#0102 SECRETARY I	REGULAR PART-TIME	12/(01) \$10.28	TRANSFER AND RECLASSIFICATION OF JOB TO HR LABOR POOL (-900) EFFECTIVE 10/10/2007
(4)	MATTHEW BIALOOK	ROAD & BRIDGE PCT #3	#0113 R & B MAINTENANCE WORKER	REGULAR PART-TIME	12/(01) \$10.28/HR	LAY OFF EFFECTIVE 09/27/2007
(5)	BOBBY R KEY	JAIL	#1053 CORRECTIONS OFFICER/SHIFT SUPERVISOR	REGULAR FULL-TIME	20/02 \$32,307.39	INITIATE CERTIFICATE PAY TO ADVANCED JAILER PROFICIENCY, \$1,200.00/YR EFFECTIVE 10/15/2007
(6)	JASON LEE PASKE	SHERIFF	#1036 SERGEANT	REGULAR FULL-TIME	22/02 \$35,606.69	-CHANGE CERTIFICATE PAY TO INTERMEDIATE PEACE OFFICER, \$1,200.00/YR EFFECTIVE 10/15/2007
(7)	JOHN WILLIAM SANDERS	SHERIFF	#1033 CAPTAIN	REGULAR FULL-TIME	25/02 \$41,198.35	INITIATE CHANGE CERTIFICATE PAY TO MASTER PEACE OFFICER, \$1800.00/YR EFFECTIVE 10/15/2007
(8)	JACK P. DEVILLE	JAIL	#1055 CORRECTIONS OFFICER	LABOR POOL (-900)	14/(01) \$11.32/HR	RESIGNATION EFFECTIVE 10/01/2007
(9)	AMANDA WINDHAM	AGING SERVICES	#1265 COOK	LABOR POOL (-900)	09/(01) \$8.89	CHANGE IN CATEGORY TO REGULAR PART-TIME EFFECTIVE 10/15/2007
(10)	BILLY J. DUKE	SHERIFF	#1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	20/01 \$31,536.13	NEW HIRE EFFECTIVE 10/11/2007
(11)	NORMAN QUINCY MCGLOUD, JR	MAINTENANCE ENGINEERING	#0112 LIGHT DUTY MECHANIC	REGULAR FULL-TIME	16/01 \$25,944.46	NEW HIRE EFFECTIVE 10/11/2007
(12)	CHRISTI MICHELLE ALLEN	SHERIFF	#1035 DETECTIVE	REGULAR FULL-TIME	22/02 \$35,606.69	CHANGE CERTIFICATE PAY TO ADVANCED JAILER PROFICIENCY, \$1,200.00/YR EFFECTIVE 10/15/2007
(13)	RAYMOND LOFTON, JR	SHERIFF	#1035 DETECTIVE	REGULAR FULL-TIME	22/01 \$34,749.73	INITIATE CERTIFICATE PAY TO MASTER PEACE OFFICER, \$1800.00/YR EFFECTIVE 10/15/2007
(14)	DELLA R. STEPHENS	SHERIFF	#1043 TELECOMMUNICATIONS OPERATOR	REGULAR FULL-TIME	14/02 \$24,123.42	INITIATE CERTIFICATE PAY TO ADVANCED TELECOMMUNICATOR, \$1266.64/YR EFFECTIVE 10/15/2007
(15)	JOHN RAYMOND SPILLMAN	JAIL	#1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$23,544.98	INITIATE CERTIFICATE PAY TO INTERMEDIATE PEACE OFFICER, \$600.00/YR EFFECTIVE 10/15/2007
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						

6 (F.)

COPY

Polk County, #286
Authorization to change TCDRS plan provisions
Plan year 2008

The following order concerning the participation of Polk County in the Texas County & District Retirement System (TCDRS) for the 2008 plan year was adopted in open session on _____, 2007.

1. With respect to the plan provisions currently applicable to its members, Polk County makes the following changes:

Effective Jan. 1, 2008, the employer matching rate is increased to 250% of the employee's deposits. The increased employer matching percentage shall be used both retroactively and prospectively as the matching rate under Section 843.403 for all employee contributions not otherwise matched at a higher rate.
2. With respect to annuities paid to its retirees or their beneficiaries, Polk County adopts a flat-rate 3% COLA.
3. Polk County adopts an annually determined contribution rate plan with the following rate for the 2008 plan year: the total required employer contribution rate of 9.17%.
4. Except as modified by this order or by law, the plan provisions previously adopted by this Commissioners Court of Polk County relating to participation in TCDRS remain in effect and are continued.
5. In the event the 2008 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with the retirement system, the Commissioners Court of Polk County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing order concerning the participation of Polk County in the Texas County & District Retirement System for the 2008 plan year truly and accurately reflects the official action taken during a properly posted and noticed meeting on _____, 2007, by the Commissioners Court of Polk County as such action is recorded in the official minutes.

County Judge of Polk County

Dated: _____

Polk County, #286
Rate information for proposed plan provision changes
Plan year 2008

	Current Plan	Proposed Plan I
Plan Provisions:		
Employee deposit rate	7%	7%
Matching rate	225%	250%
Past and future deposits / future deposits*		Past and Future Deposits
Prior service credit	160%	160%
Vesting	8 years	8 years
Rule of	75	75
Eligible at X years and any age	30 years	30 years
COLA**	N/A	Flat-rate 3
Credit for military service	Yes	Yes
Partial lump sum	No	No
Buyback***	N/A	No
Plan Rates:		
1. Normal cost rate	7.61%	8.39%
2. UAAL rate	(0.60%)	0.78%
3. Total required rate for 2008****	7.01%	9.17%
4. Rate difference between proposed and current plan		2.16%
5. Elected rate		
Plan Assets & Liabilities:		
6. Present value of future benefits	\$ 25,544,896	\$ 27,455,753
7. Present value of future normal cost contributions	\$ 4,712,747	\$ 5,200,675
8. Actuarial accrued liabilities (Line 6 – Line 7)	\$ 20,832,149	\$ 22,255,078
9. Actuarial value of assets	\$ 21,623,223	\$ 21,623,223
10. Unfunded or (overfunded) actuarial accrued liability [UAAL or (OAAL)] (Line 8 – Line 9)	(\$ 791,074)	\$ 631,855
11. Funded ratio (Line 9/Line 8)	104%	97%
12. Amortization period	30.0 years	15.0 years

* The matching rate can never be lowered for employee deposits that have already been made.

** The last COLA adopted was a flat-rate 2% COLA effective 2007.

*** The last buyback was authorized in 2005.

**** Required rate for 2007: 7.65%.

These rate calculations are subject to a final actuarial review. We will notify you by June 1, 2007 if your rates have changed. Please contact TCDRS if you have any questions or for any additional information regarding changing benefit plan options.

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

CCF

**Barbara Middleton
Polk County Clerk**

Memo

6(G.)

To: Honorable Commissioners Court
From: Schelana Walker, Chief Deputy
Date: 9/19/07
RE: Election Judges & Alternates (Amended)

Commissioners Court shall appoint the election judges to serve in each consolidated precinct from among the judges appointed for the precincts comprising the consolidated precinct. §32.003 Texas Election Code.

Below is a proposed list of the Judges and Alternate Judges for the November 6, 2007 Election:

Livingston City Hall: James Walker, Judge & Bobbie Epstein, Alternate.

Onalaska Sub-courthouse: Jim Oestreich, Judge & Helen Felder**, Alternate.

Escapees Care Center: Leslie Dudley, Judge & Donna Baughman, Alternate.

Corrigan Sub-courthouse: Bobby Smiley, Judge & Frances Proctor, Alternate.

Indian Springs P.O.A.: Frances Adams, Judge & Jay Lee, Alternate.

Bobbie Epstein, Helen Felder, Donna Baughman, Bobby Smiley and Jay Lee have served as election clerks or judges in previous elections for the Democratic party. A list of judges/alternates has not been submitted from the Democratic party as of this date.

**Helen Felder is replacing Jean Murray.

#6 (I.)

**TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL
INTERLOCAL PARTICIPATION AGREEMENT**



This Agreement, entered into by and between the Texas Association of Counties Risk Management Pool (hereinafter called "Pool") and **Polk County** (hereinafter called "Member") shall be effective as of the last date on which a party to the Agreement signs the Agreement.

RECITALS:

WHEREAS, the Pool is sponsored by the Texas Association of Counties (hereinafter called "TAC"), and the Pool was formed by the entry into a charter interlocal agreement by the Texas Association of Counties Workers Compensation Self-Insurance Fund, the Texas Association of Counties Property & Casualty Self-Insurance Fund and the Texas Association of Counties County Government Risk Management Pool;

WHEREAS, the Pool was created as an interlocal entity organized under Chapter 791, GOVERNMENT CODE, V.T.C.A, to provide self-insurance for all risks, including workers' compensation, property and casualty and liability coverages as authorized by CHAPTER 2259, GOVERNMENT CODE, V.T.C.A, Chapter 504, LABOR CODE, V.T.C.A., Chapter 119, LOCAL GOVERNMENT CODE, V.T.C.A. and other law;

WHEREAS, Member, a local government as defined in Chapter 791 GOVERNMENT CODE and a governmental unit as defined in Chapter 2259 GOVERNMENT CODE, desires to take advantage of the benefits made available through the Pool;

WHEREAS, the Member's governing body has approved this agreement; and

WHEREAS, the parties recognize that the Pool is a Risk Management Pool authorized by statute and the coverage provided is not considered and does not constitute insurance under any Texas law, including the Texas Insurance Code nor under the common law and is not regulated by the Texas Department of Insurance;

NOW, THEREFORE, it is Agreed and Understood among the parties as follows:

SECTION 1. PARTICIPATION

1.01. Agreement to Participate

Member hereby contracts to become a Member of the Pool. THIS IS NOT A CONTRACT OF INSURANCE and Member does not and cannot hereby elect to create any contract of insurance. The Pool is not a trust and Member does not intend to create a trust.

1.02. Benefits and Obligations Described in Coverage Documents

Member shall have benefits and obligations as more particularly described in the coverage document(s) which may be provided to Member under the terms and conditions of any particular Pool coverage purchased by Member pursuant to this Agreement. A coverage acceptance form, received by the Pool after completion of the underwriting process, or an application for renewal of existing coverage, followed by issuance of a Declarations Page by the Pool for the coverage, shall evidence the acceptance of the terms and conditions of the coverage purchased. Member's rights under any coverage document are subject to the terms and conditions contained in the coverage document.

1.03. Term of Agreement

The term of this Agreement shall commence on the 1st day of January, 2008, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties other than the acceptance of any amendments to the coverage contract and rates. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term. In the event some coverage is added during the term of this Agreement, the Agreement shall be automatically extended to coincide with the coverage document period provided for the new coverage, except that the term of the Agreement shall continue in accordance with the term(s) of coverage(s) in effect, should any such new coverage be subsequently terminated.

1.04. Termination Without Cause During the Term of the Agreement

A. Termination of This Agreement

This Agreement may be terminated by either party by giving sixty (60) days prior written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U. S. Mail, certified, return receipt requested. Termination of this Agreement by either party terminates membership in the Pool and any coverages obtained pursuant to this Agreement.

B. Termination of a Coverage Provided Under This Agreement

Subject to Section 1.06, any coverage provided under this Agreement may be canceled by either party by giving sixty (60) days written notice of intent to cancel the coverage to the other party, unless the terms of the applicable coverage document conflict with this provision, in which case the provision in the coverage document controls.

1.05. Addition or Change of Coverages

Pool coverages may be added to the Member's existing coverage(s) provided pursuant to this Agreement, or the provisions of any coverage may be changed, by agreement in writing of the parties.

1.06. Failure to Maintain Coverage

The failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of this Agreement.

1.07. Coverage Documents

Any coverage documents used by the Pool shall be approved by the Board of Directors of the Texas Association of Counties Risk Management Pool ("the Board"), or by the Pool Administrator, subject to review by the Board.

SECTION 2. POWER, DUTIES AND ORGANIZATION

2.01. Powers of Pool

The Pool shall have any power necessary to carry out the purpose of this Agreement which may be conferred by Chapter 791, V.T.C.A., GOVERNMENT CODE, by Chapter 2259, GOVERNMENT CODE, V.T.C.A ; by Chapter 504, LABOR CODE, V.T.C.A , by Chapter 119, V.T.C.A., and by any other law empowering the Pool, and by this Agreement and the Bylaws of the Texas Association of Counties Risk Management Pool ("the Bylaws"). The Pool shall have the power to execute interlocal participation agreements following the form of this Agreement with other Members. The Pool shall have the power to employ a Pool Administrator and independent contractors to assist in carrying out this Agreement.

2.02. Member Compliance

By execution of this Agreement, Member agrees to comply with and abide by the Bylaws, applicable Coverage Documents, and the rules and regulations of the Pool, as now in effect and as hereafter amended.

2.03. Incorporation of Bylaws and Bylaws' Amendments

The Bylaws are incorporated by reference and made a part of this Agreement for all purposes as if fully set out herein. Any amendment to the Bylaws adopted by the Board shall become binding on Member immediately upon its adoption unless it is in direct conflict with the rights of Member under this Agreement. Any amendment to the Bylaws which alters the rights of a Member under this Agreement shall be effective on the sixtieth (60th) day after written notice of the

provision has been served on Member, or otherwise as the parties may agree. If Member objects to any change in the Bylaws affecting such rights, Member may appeal the matter to the Board within ten (10) days of receipt of the notice. The proposed change will not apply to the objecting member until resolution of the matter by the Board.

2.04 Execution of New Agreement

The Pool may require Member to execute a new Interlocal Participation Agreement at any time in order for Member to continue participation. Should Member fail to execute and return such an Agreement, the Pool may terminate the Member's participation in the Pool in accordance with the Bylaws.

2.05 Pool Administrator

The Texas Association of Counties (hereinafter referred to as "TAC") or its designee, is the administrator of the Pool.

2.06 Provision of Reinsurance

The Pool may provide for reinsurance at a level to be determined by Board in its sole discretion.

2.07 No Joint and Several Liability

The Member has no joint or several liability other than the maximum annual contribution payable by the Member. The participation of the Member shall at all times be on a nonassessable basis beyond the annual amount of contribution.

2.08 No Guaranty Fund

RMP is a self-insurance pool that does not participate in a guaranty fund, so funding for Member's claims under the coverage documents will come solely from the Pool's resources. If the Pool's resources are insufficient to satisfy a claim, the Member will be responsible for the claim. The Pool shall endeavor to maintain at all times stop loss insurance and reserves sufficient to assure that all incurred, fully-developed losses and expenses for the total Pool can be paid from available Pool resources.

2.09 Dividends, Investments and Use of Surplus

Any surplus shall be invested or distributed in accordance with the Bylaws.

2.10 Pool Arrangement for Annual Audit

The Pool shall be annually audited by a certified public accounting firm retained by the Pool.

SECTION 3. POOL COORDINATOR

3.01. Appointment

Member shall by written instrument appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of this Agreement. The Pool Coordinator shall promptly provide the Pool with any required information.

3.02. Change of Pool Coordinator

Member may change its Pool Coordinator and/or the address for notice by giving written notice to Pool of such change prior to the effective date of the change.

3.03. Responsibility of Pool Coordinator

Any failure or omission of the Member's Pool Coordinator shall be deemed a failure or omission of Member. The Pool is not required to contact any other individual with respect to Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable statute. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by statute for a particular notice, shall be deemed notice to Member.

SECTION 4. ANNUAL CONTRIBUTION

4.01 Submission of Information

Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

A Member obtaining Workers' Compensation coverage through the Pool must submit an annual estimated payroll, by payroll classifications of the Member, to the Pool no later than sixty (60) days prior to the first day of the coverage period. At the end of the coverage period, Member must provide the Pool with the actual payroll for the coverage period.

4.02 Failure to Timely Submit Information

If Member fails to timely submit the information required in section 4.01 prior to the renewal date, the Pool may charge a penalty of \$100 for each month or portion thereof that the information is not received. Failure to submit the required information within 30 days of the renewal date or failure to pay any penalty provided for in this section may result in termination of Membership under this Agreement or or cancelation of the applicable coverage.

4.03 Determination of Member' Annual Contribution

(a) The contribution for coverage provided by the Pool to Member shall be determined annually. In the event that charges are adjusted during a coverage year, the adjustment will become effective on the annual renewal date for that coverage.

(b) The contribution for the Member shall be based upon the information provided pursuant to section 4.01 of this Agreement, as well as information obtained from any audit or inspection of operations and property of the Member by the Pool.

For liability and property coverages, Members will be charged an annual flat rate contribution that is not subject to audit and adjustment.

For workers' compensation coverage, Member will be charged an annual estimated contribution based on the estimated payroll provided pursuant to Section 4.01, but the contribution is subject to year-end audit and adjustment. If the Member's actual annual payroll differs from the estimated payroll, the amount of the annual contribution may be adjusted. If, after this adjustment, the actual contribution is more than the estimated contribution paid by the Member, the Pool shall notify Member of the difference and Member shall immediately remit the additional amount to the Pool. If the actual contribution is less than the estimated contribution paid by the Member, the Pool shall refund the excess amount to the Member.

(c) The Pool shall calculate the annual contribution for Member using the appropriate discount and/or surcharge if applicable, as approved by the Board.

(d) The Pool will adopt a rate plan for each line of coverage. For workers' compensation coverage, the Pool shall calculate and furnish each Member its individual experience modifier, when earned, in accordance with the provisions of the applicable experience rating plan as approved by the Board.

4.04 Payment of Contribution Is a Condition of Coverage

Member agrees to pay to the Pool the annual contribution amount determined for Member based upon the Pool's calculation. The parties agree that the annual contribution will be paid from current revenues available to Member. The existence of any coverage provided pursuant to this Agreement is expressly conditioned upon, in addition to any other requirements under this Agreement, full and timely payment of charges for any such coverage by Member. Payment shall be paid from Member's current revenues.

4.06 Billing and Payment of Annual Contribution

The contribution for coverage provided by the Pool to Member shall be determined annually. In the event that charges are adjusted during a coverage year, the adjustment will become effective on the annual renewal date of the coverage document.

The Pool shall bill the annual contribution in advance. Member shall pay the Pool at the address specified in Paragraph 7.07. For liability and property coverages, the annual contribution must be paid in advance in its entirety. For workers' compensation coverage, the annual contribution must be paid in four quarterly payments. For workers' compensation coverage, the Pool will submit quarterly invoices in advance and the Member must pay in advance of the quarter. For all coverages, Member's payment is due upon receipt of invoice and, unless the Pool exercises its right to terminate for non payment as provided in Section 4.07, any payment not received within thirty (30) days of the date of billing shall accrue interest at the rate of 1% per month, or as allowed pursuant to Texas law.

4.07 Termination for Failure to Pay

Notwithstanding any other provision in this Agreement, if any payment or contribution for coverage owed by Member to the Pool is not paid as required by this Agreement, the Pool may cancel such coverage or terminate this Agreement, as the Pool deems appropriate, in accordance with the Bylaws and the applicable coverage document. Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

4.08 Pool's Right to Audit

The Pool has the right, but no obligation, to audit and inspect Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

4.09 Charges or Rates in Recognition of High Loss Experience

With respect to any Pool coverage, in the event any Member has a higher loss experience than identified in the underwriting standards relevant to that coverage, the Pool may impose on that Member a different or additional rate structure or charge for coverage than those otherwise generally provided to other Members, as a condition of that Member's participation in the relevant coverage.

4.10 Short Rate for Early Withdrawal

Should the Member withdraw before the end of the annual contract period, Member will be subject to the short rate earned contribution factors.

4.11 Collection of Outstanding Contributions

Should the Member fail to make the required payment hereunder, this Agreement may be canceled by its terms and suit may be brought to collect any outstanding contributions due and payable to the Pool. Alternatively, at the option of the Pool, claims costs normally paid by the Pool, up to the total amount of contribution due, must be paid by Member. If this provision is invoked, notwithstanding any provision to the contrary, the Pool has no liability to pay claims expenses until the Member has paid in claims expenses an amount equal to the amount of the contribution due. It is understood and agreed among the parties that, to the extent allowed by law, venue for any suit brought for the purpose of collecting any contributions due and payable to the Pool shall be in Travis County, Texas, and that this contract was made and all actions under this Agreement are performable in, Austin, Travis County, Texas. The party prevailing in any action brought for the purpose of collecting any outstanding contributions due and payable to the Pool shall be entitled to reasonable attorney's fees, plus court costs. For purposes of this provision, the Pool shall be the prevailing party if it is awarded any relief sought in such proceeding.

SECTION 5. CLAIMS

5.01 Claims Submitted

Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

5.02 Member to Cooperate

If the Pool needs assistance from Member or Member's employees regarding a claim, Member will cooperate with the Pool and will provide such assistance.

SECTION 6. SAFETY

6.01 Safety Program

The Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to losses. In the event that the Member determines any recommendation submitted by the Pool, or a contractor authorized by the Pool to make such recommendations on behalf of the Pool is unreasonable, the Member has a right to appeal to the Board.

SECTION 7. MISCELLANEOUS

7.01 Amendment

Except as provided in this Agreement and the Bylaws, this Agreement shall not be amended or modified other than in a written agreement signed by both parties.

7.02 Applicable Law

This Agreement is entered into and executed in the State of Texas, and all questions pertaining to its validity or construction shall be determined in accordance with laws of the State of Texas. This agreement is made and performable in Travis County, Texas.

7.03 Suit Against the Pool. The Pool retains its governmental immunity except to the extent it is waived by the Legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that Member's right to sue the Pool is contingent upon compliance with these procedures: 1) prior to filing suit, Member must comply with all of its obligations under this Agreement and any applicable coverage document; 2) prior to filing suit, Member will participate in good faith in mediation in Travis County, Texas; and 3) any suit against the Pool must be brought in Travis County, Texas.

7.04 Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered as a waiver of such right or privilege.

7.05 Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

7.06 Headings and Captions

The headings and captions in this Agreement are inserted for the purpose of convenience only and shall not be considered in the construction of any provision.

7.07 Notices and Payments

Any notice required to be given to the Pool shall be deemed properly sent if addressed to:

Texas Association of Counties
Risk Management Pool
P. O. Box 2131
Austin, Texas 78768

and deposited in the United States Mail with proper postage. Payments must be sent to either the above address or to the address specified in the Pool's invoice. The Pool may change its address by giving notice to Member. Any notice required to be given or payment required to be made to Member shall be deemed properly sent if addressed to the Member's Pool Coordinator at the address set forth below. Such person and address may be changed by Member if written notice of such change is given to Pool.

7.08 Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

7.09 Right to Enforce

No person or entity not a party to this Agreement may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

7.10 Prior Agreements Superseded

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior agreements respecting the services to be provided under this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below.

TEXAS ASSOCIATION OF COUNTIES
RISK MANAGEMENT POOL

Polk County
MEMBER

By: Karen Ann Norris
Karen Ann Norris, Executive Director
Texas Association of Counties

By: _____
Co. Judge or Governing Body's Designee

Date: September 14, 2007

Date: _____

MEMBER'S POOL COORDINATOR

Name: _____
Address: _____

#6(K.)

VOL.

53 PAGE 1689

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
POLK COUNTY, TEXAS EMERGENCY MANAGEMENT
AND
THE GREATER HOUSTON AREA CHAPTER
OF THE AMERICAN RED CROSS

2700 Southwest Freeway
P.O. Box 397
Houston, Texas 77001-0397
Direct 713-313-1618
Fax 713-526-3267

I. PURPOSE

The purpose of the Memorandum of Understanding is to affirm a spirit of cooperation between **POLK COUNTY OFFICE OF EMERGENCY MANAGEMENT** and the **GREATER HOUSTON AREA CHAPTER** of the American Red Cross in order that both may continue to render maximum service in time of disaster. It also outlines the actions that each party is willing to undertake with respect to shelter and mass care operations as a basis for further planning and preparation by both parties.

Furthermore, this Memorandum of Understanding provides a mechanism for POLK COUNTY, TEXAS and the Greater Houston Area Chapter of the American Red Cross to explore wider areas of cooperation in serving members of our community and to exchange information in a variety of methods and disciplines.

NOTE: This Memorandum of Understanding is consistent with the national Statement of Understanding between the American National Red Cross and the State of TEXAS.

II. DEFINITION OF DISASTER

A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, volcanic eruption, drought, blizzard, pestilence, famine, explosion, building collapse, transportation accident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

III. CONCEPT OF OPERATIONS

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.

IV. AUTHORITY OF THE AMERICAN RED CROSS

In providing disaster relief, the American Red Cross has both a legal and moral mandate that it has neither the authority nor the right to surrender. The Red Cross has both the power and the duty to act in disaster, and our prompt action is clearly expected and supported by the public.

The Red Cross authority to perform disaster services was formalized when the organization was chartered by the Congress of the United States in 1905. Among other provisions, this charter charged the Red Cross -

to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same.

- U.S. Congress, act of January 5, 1905, as amended, 36 U.S.C.

The authority of the American Red Cross to provide disaster services was reaffirmed by federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in 1988 in the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

V. ORGANIZATION OF THE AMERICAN RED CROSS

The national headquarters of the American Red Cross is located in Washington, D.C. National Headquarters is responsible for implementing policies and regulations that govern American Red Cross activities, and for giving administrative and technical supervision and guidance to the chartered units.

The Greater Houston Area Chapter consists of 16 Counties, is the local unit of the American Red Cross, and is responsible for all local Red Cross activities within its jurisdiction, subject to corporate regulations.

The Greater Houston Area Chapter is responsible for providing disaster planning, preparedness, education, mitigation, and response.

The Greater Houston Area Chapter disaster staff studies the disaster hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. The chapter disaster staff also formulates cooperative plans and procedures with local government agencies and private organizations for carrying on relief operations should a disaster occur. Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. Services will be provided to those in need regardless of citizenship, race, religion, age, sex, or political affiliation.

VI. METHODS OF COOPERATION

So that the resources of the Greater Houston Area Chapter of the American Red Cross and POLK COUNTY, TEXAS may be coordinated and used to the fullest advantage in rendering disaster relief, both organizations have agreed to the following:

1. Close liaison will continue between the Red Cross and POLK COUNTY, TEXAS by conference call, FAX, and other means. Each organization will share current information regarding disasters, declarations, and changes in legislation.
2. Each organization will explore joint training courses, exercises, and other cooperative efforts, such as disaster planning and preparedness training, as well as providing disaster relief services.
3. The two organizations agree that any mutual expenses incurred as a result of cooperation or collaboration under this Memorandum of Understanding will be apportioned as agreed to in writing by both parties prior to incurring such expenses.

Other potential methods of cooperation might include:

Each party to this agreement will include representative of the other in its committees and task forces formed to mitigate, prepare for, respond to and recover from the disasters or other emergencies which occur in POLK COUNTY, TEXAS.

POLK COUNTY, TEXAS and the American Red Cross will advocate programs and legislation which mitigate disaster damage and loss of life.

POLK COUNTY, TEXAS and the American Red Cross will make available to the other training, educational, or other developmental opportunities for their respective personnel.

POLK COUNTY, TEXAS and the American Red Cross may allow the other to utilize each others facilities, if agreed upon in writing, for the purpose of preparedness training, meetings, and response and recovery activities, as available.

POLK COUNTY, TEXAS and the American Red Cross agree to keep each other informed of disaster and emergency situations that they become aware of, the human needs created by the event, and the actions they have taken regarding service delivery to clients. This requires providing 24 hour contact information to each other.

In the discharge of their responsibilities, POLK COUNTY, TEXAS and the American Red Cross recognize the responsibilities of the other in disasters and to the extent possible will coordinate their activities and assist the other in the performance of their duties to ensure effective assistance to those affected by disaster.

During disasters, the American Red Cross will operate appropriate shelter facilities and arrange for mass feeding and other appropriate support. In doing so, the Red Cross will pay related cost only when such activities are under the administrative control of and authorized by the American Red Cross, or when prior written agreements have been made between Red Cross and another organization to provide emergency services on behalf of the Red Cross.

The following is a list of possible services that the American Red Cross will use its best efforts to provide for disaster victims:

- Activate and operate temporary shelters and register people using those shelters.
- Activate and operate mass feeding facilities at fixed site.
- Activate and operate a mobile feeding facility.
- Provide financial assistance based on Red Cross national guidelines for providing such assistance.
- Provide crisis counseling.
- Participate in pre-disaster shelter and mass care planning with the County.
- During emergency operations, provide periodic reports on its shelter and mass care activities to the Emergency Operating Center staff.

The following is a list of possible services that POLK COUNTY, TEXAS will use its best efforts to:

- Where possible, provide advance warning of the possible need for shelter and mass care operations.
- Provide security for shelter and mass care facilities.
- Provide fire inspections for shelter and mass care facilities.
- Provide traffic control in the vicinity of shelter and mass care facilities.
- Provide information to disaster victims through the media on what they should bring and should not bring to shelter and mass care facilities.
- Provide or arrange transportation for shelter and mass care equipment and supplies that cannot be transported by the Red Cross
- Coordinate with state and federal agencies to obtain supplementary food supplies, if required.
- To the extent possible, ensure utilities are operable at shelter and mass care facilities.
- Provide updated information on the emergency situation to shelter managers to be passed on to shelter occupants.
- Invite the Red Cross to participate in periodic emergency exercises to test plans, procedures, and coordination.

Responsibility for coordinating the services of other voluntary agencies or groups during and after a major disaster will be undertaken by the American Red Cross with the consent of such agencies or groups.

The American Red Cross agrees that, in an emergency, at the request of POLK COUNTY, TEXAS, Red Cross liaison personnel will be provided at the Emergency Operations Center.

POLK COUNTY, TEXAS agrees to provide space and other required support for the American Red Cross liaison personnel assigned to the Emergency Operations Center.

Recognizing the need for advising the public of the work of both organizations, POLK COUNTY, TEXAS and the American Red Cross will make every effort through their public information offices during the time of a disaster to keep the public informed of their cooperative efforts.

POLK COUNTY, TEXAS recognizes that the American Red Cross is dependent primarily upon voluntary public financial support to carry out its programs. POLK COUNTY, TEXAS will be sympathetic with the position of the American Red Cross in conducting special appeals and campaigns for funds during times of disaster, and will help interpret the need for such to its citizens.

VII. PERIODIC REVIEW

The Greater Houston Area Chapter and POLK COUNTY, TEXAS representatives will meet periodically after implementation of this Memorandum of Understanding to review, revise, and develop new plans as appropriate.

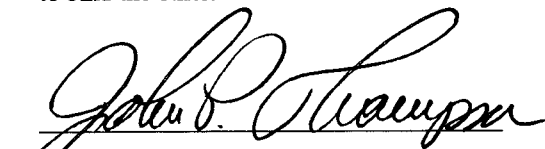
VIII. TERM OF AGREEMENT

This Statement of Understanding shall be effective on SEPTEMBER 4, 2007 and terminate on SEPTEMBER 4, 2012. Six months prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it shall be extended for an additional five years. In no event shall any extension of this MOU be for a period exceeding five years.

It is understood by both parties that at any time this Statement of Understanding may be terminated by written notification from either party to the other.

IX. MISCELLANEOUS

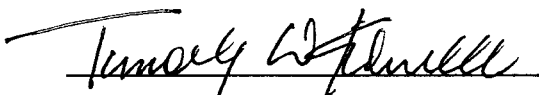
This Memorandum of Understanding does not create a partnership or a joint venture, and neither party has the authority to bind the other.



POLK COUNTY, TEXAS

Title:

10/9/07
Date



GREATER HOUSTON AREA CHAPTER

Sr. Director, Emergency Services

9/4/07
Date

#6(L.)

STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

This agreement is entered into by and between the County of Fort Bend, Texas, hereinafter called "County" and the County of Polk, Texas, hereinafter called "Contractor".

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorized local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, such a consolidated effort for the housing and care of certain incarcerated inmates are in each party's best interest and that of the public and this agreement will increase the effective and efficient functioning of each party; and

WHEREAS, the County and the Contractor are local governments as defined in the Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County and the Contractor specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

AGREEMENT

ARTICLE I
TERM AND EFFECTIVE DATE

- 1.01 **TERM**: This Agreement shall be effective beginning **October 1, 2007** and shall be effective through **September 30, 2008**.
- 1.02 **RENEWAL**: This Agreement may be renewed annually by mutual agreement of the parties. In the event the parties seek to renew this Agreement at the end of any term, the per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.
- 1.03 **TERMINATION**: This Agreement shall terminate on September 30, 2008. Additionally, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either County or Contractor upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.
- 1.04 This Agreement is also subject to termination upon the occurrence of an event that renders performance hereunder by the Contractor impracticable or impossible, such as

severe damage or destruction of the Contractor's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any County's inmates.

ARTICLE II DETENTION SERVICES

For the purposes and consideration herein stated and contemplated, Contractor shall provide the following necessary and appropriate services for County to the maximum extent authorized by this Agreement, without regard to race, religion, color, age, sex, and national origin; to-wit:

- 2.01 **PURPOSE:** Contractor warrants that the services and the facilities provided for detention of inmates meets the requirement of the Texas Commission on Jail Standards and other applicable Texas State and Federal Law as applicable to prison facilities.
- 2.02 **HOUSING AND CARE OF INMATES:** Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Contractor will provide, as set out herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed.
- 2.03 **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatment, or surgical, optic and dental care, and does not include the costs associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for medical services, other than routine medical services included in the per-day rate.
- 2.04 **OFF-SITE SERVICES:** The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that results in off-site services as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist County to monitor utilization of off-site services by providing information about the course of an inmate's care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.
- 2.05 Contractor has the authority to arrange for the off-site provider to bill County for the costs of hospitalization and/or medical care. In the event direct billing is unavailable, County shall reimburse Contractor in accordance with the terms of this Agreement.
- 2.06 **MEDICAL RECORDS:** County agrees to provide Contractor with a copy of each inmate's medical, dental and mental health record for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time each inmate is returned.
- 2.07 **MEDICAL INVOICES:** County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor

- shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.08 **INMATE MEDICAL REPORT**: Upon request from County, Contractor will provide an inmate report of health care provided.
- 2.09 **FACILITY INSPECTION**: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to County upon request.
- 2.10 **TRANSPORTATION AND OFF-SITE SECURITY**: Contractor is solely responsible for the transportation of inmates between the County Jail and Contractor Facility. Contractor agrees to provide ambulance and other transportation for inmates to and from local off-site medical facilities and will invoice County in accordance with Section 2.07 above.
- 2.11 **COURT APPEARANCES**: Contractor shall be responsible for the transportation of County inmates to/from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances.
- 2.12 **TRANSPORTATION TO TDCJ**: Contractor is responsible for the transport of County inmates to the Texas Department of Criminal Justice, Institutional Division, as part of the services covered by the per day rate.
- 2.13 **GUARD SERVICE**: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$15 per hour/per guard.
- 2.14 **SPECIAL PROGRAMS**: The per day rate set out in this Agreement covers basic custodial care and supervision and does not include special educational, vocational or other programs provided to inmates in Contractor's facilities. The parties may contract by written agreement to the provision of special programs.
- 2.15 **LOCATION AND OPERATION OF FACILITY**: Contractor shall provide the detention services described herein at the Polk County IAH Secure Detention Facility, Livingston, Texas, operated by CiviGenics Texas, Inc.
- 2.16 **ADMITTING AND RELEASING**: Contractor shall be responsible for the admitting and releasing of inmates placed in Contractor's facility. Contractor will maintain records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.
- 2.17 **RETURN OF INMATES TO COUNTY**: Upon demand by County, Contractor will relinquish to County physical custody of any inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 30 calendar days, or unless a different time is agreed upon by both parties.
- 2.18 **RECOURSE**: County's recourse for failure of Contractor to furnish services under this Agreement will be the right to make proportionate reduction in the fee to be paid. The proportionate reduction will be determined by mutual agreement of the County and Contractor Sheriff, or their designees.

ARTICLE III FINANCIAL PROVISIONS

- 3.01 **PER DIEM RATE**: The per diem rate for detention services under this Agreement is forty nine dollars (**\$49.00**) per man-day. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that County may not be billed for two calendar days when an inmate is admitted one evening and removed the

following morning. In that situation, Contractor will bill for the day of arrival, but not for the day of departure.

- 3.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to County, in arrears. Such invoice will include a list of each of the inmates housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of Polk County, Texas and will be remitted to:

Polk County Auditor
602 East Church, Suite 108
Livingston, Texas 77351

Amounts which are not timely paid in accordance with the above procedure will bear interest at the lesser of the annual percentage rate of ten percent (10%) per annum, or the maximum legal rate applicable thereto, which will be a contractual obligation of County under this Agreement. County further agrees that Contractor will be entitled to recover its reasonable and necessary attorneys fees and costs incurred in collection of amounts due under this agreement.

ARTICLE IV ACCEPTANCE OF IMATES

- 4.01 **COMPLIANCE WITH LAW:** Nothing herein will create any obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Contractor's Sheriff determines that a condition exists at Contractor's facility necessitating the removal of County inmates, or any specified number thereof, County shall, upon notice by Contractor's Sheriff to County Sheriff, immediately remove said inmates from the facility. County will make every effort to remove any inmate within eight (8) hours of notice from Contractor.
- 4.02 **ELIGIBILITY FOR INCARCERATION AT THE FACILITY:** The only inmates of County eligible for incarceration at the facility under this Agreement are inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County jail and pursuant to the custody assessment system in place at Contractor's facility.
- 4.03 All inmates proposed by County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirement set forth above. Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor reserves the right to demand that County remove that inmate and replace said inmate an appropriate inmate of County.
- 4.04 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to

Contractor facility, and County shall cooperate with and provide information requested regarding any inmate by Contractor's Sheriff. Contractor reserves the right to refuse acceptance of any inmate of County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor's Sheriff. Inmates may also be required to be removed from Contractor's facility when their classification changes for any purpose, including long-term medical segregation.

- 4.05 **INMATE SENTENCES:** Contractor will not be in charge or responsible for the computation or processing of inmates' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmates' behavior and performance; however, all such computations and record keeping will continue to be the responsibility of County. It will be the responsibility of County to notify Contractor of any discharge date for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of County only when such release is specifically requested in writing by County Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Contractor to return inmates to the County jail shortly before the discharge date and for County to discharge the inmate from the County jail. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising there from. County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V
MISCELLANEOUS

- 5.01 **BINDING NATURE OF AGREEMENT:** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 5.02 **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To **Contractor:** Polk County, Texas
John P. Thompson, County Judge
101 West Church, Suite 300
Livingston, Texas 77351

To **County:** Fort Bend County
Robert E. Hebert, County Judge
301 Jackson, Suite 719
Richmond, Texas 77469

Copy to: Fort Bend County
Attn: Milton Wright, Sheriff
1410 Ransom Road

Richmond, Texas 77469

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

- 5.03 **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the commissioners courts of the respective parties hereto.
- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 5.05 **REPRESENTATION:** Contractor understands and agrees that Polk County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representative of Fort Bend County.
- 5.06 **INDEPENDENT CONTRACTOR RELATIONSHIP:** Nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.
- 5.07 **SEVERABILITY:** If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 5.08 **LIABILITY:** This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.
- 5.09 **CHOICE OF LAW AND VENUE:** Any legal proceeding against County regarding this Agreement shall be brought in the State of Texas, Fort Bend County. Any legal proceeding against Contractor regarding this Agreement shall be brought in the State of Texas, Polk County.
- 5.10 **APPROVALS:** This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- 5.11 **FUNDING SOURCE:** County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County Auditor below certifies that there are sufficient funds from current revenues available to County to meet its obligations under this Agreement.

The remainder of this page was intentionally left blank.

ARTICLE VI.
EXECUTION

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY, TEXAS:

Robert E. Hebert, Fort Bend County Judge

Approved:

Milton Wright, Fort Bend County Sheriff

ATTEST:

Dianne Wilson, Ph.D., County Clerk

POLK COUNTY, TEXAS:

John P. Thompson, County Judge

Approved:

Kenneth Hammae
Polk County Sheriff

ATTEST:

Barbara Middleton
Polk County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Ed Sturdivant, Fort Bend County Auditor

MER/nh:Polk County Jail.Agr.3357- (10192007)

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Polk County, Texas (hereinafter "Contractor") and Orange County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail during times of declared emergencies, and

WHEREAS, Contractor recognizes that during times of declared emergency, circumstances may arise whereby the County could need to house certain inmates at the Polk County IAH Secure Detention Facility in Livingston, Polk County, Texas, operated by CiviGenics Texas, Inc., and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413(32c), Tex. Rev. Civ. Stat.), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in the County's jail in the event of a declared emergency, such as a hurricane, flood, or other natural disaster.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES:** Upon declaration of an emergency condition by the state or federal government, or any subdivision thereof, which occurs within the boarder of the County, Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the terms of this agreement, and state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for an inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

The Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such costs within forty-five (45) business days of

receipt of an invoice from the Contractor therefor, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regiment applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The Contractor is solely responsible for the transportation of its inmates to and from the Contractor's facility. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services (\$15 per hour per guard, with a minimum of two guards) as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

Each party is responsible for the transport of its own inmates from the Contractor's facility to the Texas Department of Criminal Justice, Institutional Division.

1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Polk County IAH Secure Detention Facility located in Livingston, Polk County, Texas, which is operated by CiviGenics Texas, Inc.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is forty-nine dollars (\$49.00) per man day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that the County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Polk County, Texas and shall be remitted to:

Polk County Auditor
516 W. Church
Livingston, Texas 77351

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

3.02 **RENEWALS:** This agreement maybe renewed annually by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners courts of the respective parties.

3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility making it necessary to remove the County's prisoners, or any specified number thereof, or to simply refuse to accept any or all of County's prisoners, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner(s) from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration at Contractor's facility are those inmates eligible for incarceration in accordance with the state standards under both the Jail Commission's approved custody assessment system in place at the County's jail, and pursuant to the custody assessment system in place at the Contractor's facility. While the assessment system shall provide guidelines for the basis for accepting or rejecting County's inmates, the Contractor's Sheriff, or his designated representative, has the sole discretion to accept or reject County's inmates seeking to be housed. The Contractor's Sheriff, or his designated agent, shall make the decision to accept or reject County's inmates for housing, and shall notify County of its decision, with all reasonable speed.

All inmates proposed by the County to be transferred to the Contractor's facility under this agreement must meet the eligibility requirements set forth above. The Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserves the right to demand that the County remove that inmate and replace said inmate with a non-high risk inmate of the County.

4.03 **RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES:** Contractor reserves the right for its Sheriff or his

designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the county will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 **INMATE SENTENCES:** Contractor shall not be in charge of nor responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. It is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. However, should it become necessary for an inmate of the County to be discharged from Contractor's facility, the Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising therefrom. The County is responsible for all paperwork, arrangements and transportation for County inmates who are to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Polk County Auditor
516 W. Church
Livingston, Texas 77351

To County: Orange County
Attn: Carl K. Thibodeaux, County Judge
801 Division St.
Orange, Texas 77630

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided. For the purpose of meeting any deadlines contemplated by this agreement, a document will be considered "delivered" when placed in an envelope or the like, with the proper amount of postage attached, and deposited in a receptacle designated by the United States Postal Service. The postmark affixed to said envelope shall be prima facie evidence of the date of delivery.

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties, and approved by commissioner's courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 **CHOICE OF LAW AND VENUE:** The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Polk County, Texas, and venue of any dispute or matter arising under this agreement shall lie in a district court of Polk County, Texas.

5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act.

5.07 **FUNDING SOURCE:** The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there is sufficient funds from current revenues available to the County to meet its obligations under this agreement.

Signature and Execution:

ORANGE COUNTY, TEXAS

POLK COUNTY, TEXAS

By: _____
County Judge (As Authorized
and Approved by the Orange
County Commissioners Court by
Order Dated _____)

By: John P. Stecker
Polk County Judge (As Authorized
and Approved by the Polk County
Commissioners Court by Order Dated
_____)

Date Signed: _____

Date Signed: _____

Orange County Auditor

Ray Stubb
Polk County Auditor

Orange County Sheriff

Kenneth Harmon
Polk County Sheriff

Date Approved: _____

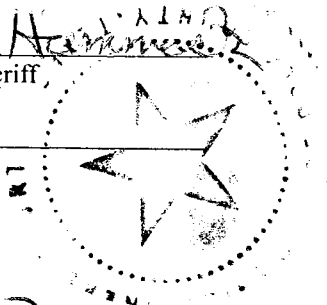
Date Approved: _____

ATTEST:

ATTEST:

Orange County Clerk

Barbara Middleton SW
Polk County Clerk



#40

VOL.

53 PAGE 1707
COPY

**2008 Polk County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

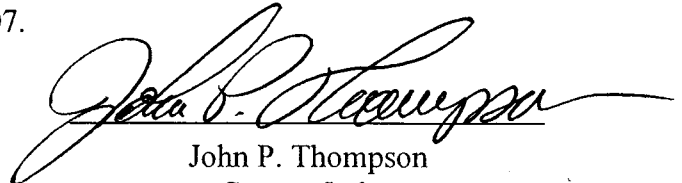
WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Polk County Commissioners Court has agreed that in the event of loss or misuse of the funds, Polk County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 9th day of October, 2007.


John P. Thompson
County Judge

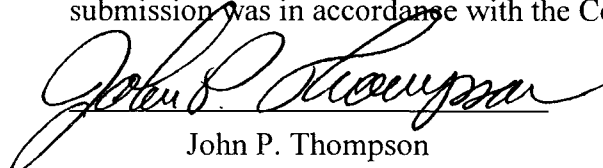
Attest:

County Clerk



Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received #200818720070926. This grant application submission was in accordance with the Commissioners Court Resolution above.


John P. Thompson
County Judge

COPY

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000600
OWNER OCCUPIED ASSISTANCE
THIRD 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 April 30, 2008, 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:

7. All eligible program work funded by this contract must be completed by April 30, 2008. 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.

Section 4

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 Third Amendment. In the event any conflict in terms exists, this Third 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 5

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

Section 6


By signing this Third 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 Third 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 P. Thompson
Title: County Judge
Date: 10.2.07

#6(R)

COPY



SANTEK
ENVIRONMENTAL

650 25th Street, N.W., Suite 100
Cleveland, Tennessee 37311
(423)476-9160
Toll Free: (800)467-9160
Fax: (423)479-1952

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

October 2, 2007

Mr. John P. Thompson, County Judge
Polk County Courthouse, Third Floor
101 West Church Street
Livingston, TX 77351

RE: County leases to Contractor the landfill equipment.

Dear Judge Thompson:

Please accept this request of Santek Environmental of Texas, LLC to extend the original equipment lease agreement with the County for an additional 1 (one) year period effective December 1, 2007 through November 30, 2008. Pursuant to the terms and conditions of the original "Landfill and Municipal Solid Waste System Operating Agreement" dated December 1, 2001. Page 11, Article 3.3 subsection b. states: "The County and Contractor may agree to extend such lease beyond the original 5-year period." All other terms and conditions relevant to this Article 3.3 remain the same.

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

Sincerely,

Edward A. Caylor
President

RECEIVED

OCT 09 2007

POLK COUNTY JUDGE

Polk County, Texas

By:
Title: COUNTY JUDGE

(Approved by Commissioners Court dated October 9, 2007)

Landfill Solutions Under
Local Government's Authority

#6(S.)

CONSTRUCTION CODE CONSULTANTS, L.L.C.

1296 East FM 942 ♦ Livingston, Texas 77351
 Phone 936-635-1022 ♦ Office Phone 936-635-9768
 Fax 936-398-9620
 E-mail: constructioncodeconsultants@yahoo.com
 Website: www.constructioncodeconsultants.com

October 1, 2007

Mr. Jay Barbee
 Polk County Fire Marshall
 602 E. Church St., Suite 505
 Livingston, Texas 77351

RENEWAL for period

RE: Life Safety Code Plan Reviews & Inspections – October 1, 2007 through September 30, 2008

Dear Jay,

Thank you for the opportunity to submit this proposal for plan review and inspection services to the County. Ensuring the “safe, sound and sanitary” construction of buildings is one of the most important services that a government entity can provide to their citizens. The Life Safety Code is a great tool in accomplishing this goal and a thorough plan review and inspection is crucial to ensuring that the Life Safety Code is followed.

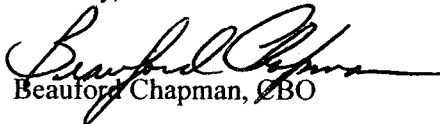
I would like to propose the following fees for providing these services:


	Plan review	Inspection
Under \$50,000	\$ 0.00	\$ 50.00
\$50,000 to \$100,000	75.00	75.00
\$100,000 to \$500,000	100.00	85.00
\$500,000 to \$1,000,000	200.00	100.00
\$1,000,000 to \$5,000,000	300.00	200.00
Over \$5,000,000	“call for fees”	

The above fees are based on one (1) final inspection. If additional inspections are required, they will be billed as an inspection based on the permit amount.

Thank you for the opportunity to submit this proposal, and I look forward to serving the County and its citizens. If you have any questions, please call me at (936) 635-1022.

Sincerely,


 Beauford Chapman, CEO


 John P. Thompson, County Judge
 (approved by Polk County
 Commissioners Court on 10/9/07)

CONSTRUCTION CODE CONSULTANTS, L.L.C.

1296 East FM 942 ♦ Livingston, Texas 77351
Phone 936-635-1022 ♦ Office Phone 936-635-9768
Fax 936-398-9620
E-mail: constructioncodeconsultants@yahoo.com
Website: www.constructioncodeconsultants.com

October 1, 2007

Mr. Jay Barbee
Polk County Fire Marshall
602 E. Church St., Suite 505
Livingston, TX 77351

RE: Fire Inspections Proposal – October 1, 2007 through September 30, 2008

Dear Jay:

Thank you for the opportunity to submit this proposal to provide inspection services to Polk County for the state mandated fire safety inspections. These inspections are required for nursing homes, day care centers, foster homes, shelters and any other type of group home.

The fire safety inspections will be performed on an as-needed basis. Upon completion of the inspection, a report will be provided to the owner of the facility and to the Polk County Fire Marshall stating the results of the inspection. The fee will be \$50 per inspection which is the same as for a life safety code inspection 'under \$50,000'.

Polk County will need to identify myself, Beauford Chapman, as the designated representative for the Polk County Fire Marshall's office, as having the authority to perform these inspections.

I look forward to serving Polk County and its citizens in this capacity. If you have any questions, please call me at (936) 635-1022.

Sincerely,


Beauford Chapman, CBO

#9a

FOR Reimb Res (debt)

other Cap. Purchases may be included as budgeted

Dept.	DeskTops	Monitors	LapTops
Treasurer	2	2	
Auditor	4	4	
D.A.	6	6	
SC/LC	2	2	
DCLK			1
R&B PCT 3	1		
GCLK	3	1	

1,508.00 Monitors 186.00 ea.
 3,016.00 DeskTops 544.00 ea.
 4,524.00
 1,508.00
 1,499.00
 544.00

1,818.00 clerk may purchase using Rmf

3 yr. warranty 1,083.00
 MS Office for each pc ~~2,534.00~~ (1,991.00, w/above revision)
 Currency Counter (Treasurer) 2,890.00
 HP LaserJet 4350 Printer (Treasurer) 2,384.00
 ShredMaster Document Shredder (Treasurer) 1,424.99

	DeskTops	Monitors	LapTops
SHERIFF	11	11	8

23,288.06 Monitors 166.50 ea.
 Desktop PCs 580.10 ea.
 laptops 1826.31 ea
 Color Inkjet Printers 200.00 ea.
 Panasonic Toughbooks 3695.40 ea
 HP Color Printers (8) 1,600.00
 MS Office for ea. Laptop (10) 3,570.00
 MS Office for ea. Desktop (11) 1,505.24
 Verizon Wireless AirCards (8) 4,664.64
 D-Link 48 Port Switch (1) 650.00
 Panasonic Toughbook (2) 7,390.80
 AFIX Fingerprint System 16,500.00

Grand Total 83,901.73

COPY

**PROFESSIONAL SERVICES CONTRACT
FOR ONLINE AUCTIONEERING SERVICES**

Rene' Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for Polk County, Texas on an as needed basis under the following terms and conditions:

Rene' Bates Auctioneers, Inc.'s Responsibilities:

1. Conduct online auctions for Polk County, Texas at their request.
2. Work with Polk County, Texas to set starting prices for each online auction item. Both parties should agree on the starting prices.
3. Complete and send to Polk County, Texas Federal AS – IS/WHERE IS forms for each auction vehicle.
4. Post all online auction information on www.renebates.com and display auction items for one month to two weeks prior to the closing date of each online auction conducted.
5. E-mail each of our online auction customers when a new Polk County, Texas auction is added to the site.
6. Collect all auction proceeds and applicable sales tax and generate e-Invoices for both Polk County, Texas and the buyers for each auction item sold.
7. Remit all monies, less commission and sales tax, to Polk County, Texas.
8. Remit all sales tax collected to the State of Texas.

Polk County, Texas's Responsibilities:

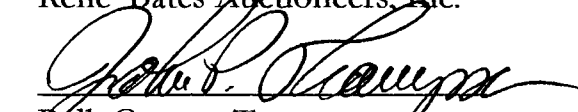
1. Provide list of all items to be sold and gather all information on fleet and miscellaneous auction items.
2. Take digital photographs of each auction item and send to RBAI.
3. Have Fleet Manager or designee complete Vehicle Information Sheet on all vehicles and heavy equipment and forward to RBAI.
4. Attach Federal AS – IS / WHERE IS forms on each auction vehicles.
5. Conduct onsite viewing of all auction items before the closing of each online auction for bidders to come and physically inspect all auction items.

6. Contact local news media for PSA informing bidders of upcoming online auction and handle all legal advertising as required by Polk County, Texas.
7. Transfer all titles to successful buyers after Polk County, Texas has received a "PAID" e-Invoice from Rene' Bates Auctioneers, Inc.
8. Oversee removal and checkout of all paid auction items.

Rene' Bates Auctioneers, Inc. proposes to conduct Online Auctions for Polk County, Texas for 5% of all fleet vehicles and heavy equipment and 5% of all miscellaneous items. These auctions will be conducted on an as needed basis for Polk County, Texas.


Rene' Bates Auctioneers, Inc.

Date: 9-21-07


Polk County, Texas

Date: 10/9/07

