



**POLK COUNTY COMMISSIONERS COURT**  
**(Emergency Session)**

**October 25, 2007**

**4:15 P.M.**

**2007-129**

**Polk County Courthouse, 3rd floor**

**Livingston, Texas**

**NOTICE**

is hereby given that an Emergency 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. Record early termination of Lease Agreement for Corrigan Clinic space, as submitted by Dr. Woodrome effective October 20, 2007, and consider approval of Lease Agreement with Dr. Carlton J. Lewis for lease of space effective October 26, 2007.

**ADJOURN**

By: John P. Thompson, County Judge

**Posted: October 24, 2007**

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on October 24, 2007 and that said Notice remained so posted continuously for at least 24 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

FILED FOR RECORD  
2007 OCT 24 P 4:11

  
BARBARA MIDDLETON  
POLK COUNTY CLERK

STATE OF TEXAS §

DATE: OCTOBER 25, 2007

COUNTY OF POLK §

EMERGENCY MEETING

**COMMISSIONERS COURT  
AGENDA POSTING #2007 - 129**

BE IT REMEMBERED ON THIS THE 25th DAY OF OCTOBER, 2007  
THE HONORABLE COMMISSIONERS COURT MET IN "EMERGENCY" CALLED MEETING  
WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING AND  
C.T. "TOMMY" OVERSTREET, COMMISSIONER PCT #4, WITH BOB WILLIS,  
COMMISSIONER PCT #1 AND JAMES J. "Buddy" PURVIS, COMMISSIONER PCT #3  
PARTICIPATING VIA CONFERENCE CALL AND, THERBY ESTABLISHING A QUORUM,  
THE FOLLOWING AGENDA ITEM, ORDERS AND DECREES WERE DULY MADE,  
CONSIDERED & PASSED.

1. MEETING WAS CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 4:15 P.M.

• **AGENDA TOPIC**

TO RECORD EARLY TERMINATION OF LEASE AGREEMENT FOR CORRIGAN  
CLINIC SPACE, AS SUBMITTED BY DR. WOODROME EFFECTIVE OCTOBER  
20, 2007 AND TO CONSIDER APPROVAL OF LEASE AGREEMENT WITH  
DR. CARLTON J. LEWIS FOR LEASE OF SPACE EFFECTIVE OCTOBER  
26, 2007.

2. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO  
TERMINATE THE LEASE AGREEMENT FOR CORRIGAN CLINIC SPACE OF  
DR. WOODROME, EFFECTIVE OCTOBER 20, 2007 AND TO APPROVE NEW  
LEASE AGREEMENT WITH DR. CARLTON J. LEWIS FOR LEASE OF SPACE,  
EFFECTIVE OCTOBER 26, 2007.

ALL VOTING YES.

**ADJOURN:**

MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO ADJOURN  
COURT THIS 25th DAY OF OCTOBER, 2007 AT 4:17 PM.

ALL VOTING YES.

  
\_\_\_\_\_  
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:  
  
\_\_\_\_\_  
BARBARA MIDDLETON, COUNTY CLERK



# TOTAL HEALTH

*Wellness Clinic*

1098 OCTETREE  
LIVINGSTON, TEXAS 77951

*Robert Woodrome, M.D.*  
BOARD CERTIFIED FAMILY MEDICINE

OFFICE PHONE 936-327-9944  
OFFICE FAX 936-327-9945

DATE: OCTOBER 12, 2007

RE. LEASE ON TOTAL HEALTH WELLNESS CLINIC (CORRIGAN MEDICAL CLINIC)  
LOCATED AT 103 E. HOSPITAL ST. CORRIGAN, TEXAS 77939

LEASE WILL BE TERMINATED AS OF OCTOBER 20, 2007

TO: MOLLY LOCKE  
PHONE: 936-398-2735  
FAX: 936-398-4004

EFFECTIVE FRIDAY OCTOBER 12, 2007 WE WILL NO LONGER SEE PATIENTS AT THIS LOCATION. ANY PATIENTS SCHEDULED FOR SATURDAY OCTOBER 13, AND NEXT WEEK OCTOBER 18-19 WILL BE RESCHEDULED FOR FRIDAY OCTOBER 12, 2007. I WOULD LIKE TO HAVE TILL OCTOBER 20, 2007 TO VACATE THE PREMISES. I NEED AT LEAST ONE WEEK TO PACK AND MOVE EQUIPMENT AND SUPPLIES FROM THIS LOCATION.

VERBAL AGREEMENT CONDUCTED ON DOTMARTIN (MADY ANN TOTAL HEALTH WELLNESS CLINIC & MOLLY LOCKE CORRIGAN TEXAS) ON OCTOBER 12, 2007 AT 10:30AM.

THANK YOU.

ROBERT G. WOODROME

*Faxed 10/12/07 10:45 AM*

LEASE AGREEMENT

THE STATE OF TEXAS #  
COUNTY OF POLK #

THIS AGREEMENT executed between POLK COUNTY, TEXAS, hereinafter referred to as "Owner", and CARLTON J. LEWIS, D.O., with its principal office and place of business in the City of Lufkin, Angelina County, Texas, hereinafter referred to as "Tenant".

WITNESSETH:

1) **LEASED PREMISES:** In consideration of the covenants, conditions and stipulations herein contained, Owner does hereby lease, demise and let unto Tenant the following described real property and premises, including the building [such building containing approximately 4,700 square feet] and appurtenances thereto; such property being located in the City of Corrigan, Polk County, Texas, and being more fully described on Exhibit "A" attached hereto, and such property to be hereinafter called the "Leased Premises" or "leased premises" or "premises".

2) **WARRANTY:** Owner covenants that it has lawful title to the property and improvements herein leased and has the full right to make this Lease; that, at the commencement of the term hereof, there will be no zoning or other ordinances or title or other matters which will restrict Tenant's operation of a rural health clinic at the Leased Premises. Further, the person executing this Lease represents that he has full right and authority to execute the same on behalf of Owner.

3) **TERM:** The term of this Lease shall be for a period of twelve [12] months commencing on the first day of the calendar month following the earlier of: a) the date Tenant commences business from the Leased Premises, or b) thirty days following the date of delivery of the Leased Premises to the Tenant for occupancy. Owner shall deliver the Leased Premises to Tenant for occupancy on October 26, 2007. Tenant shall pursue its certification as a clinic. In the event that Tenant is not certified as a clinic, Tenant may terminate this lease with thirty [30] days written notice to Owner.

4) **RENTAL:** No rental payments shall be due and payable under this lease agreement.

5) **MAINTENANCE AND REPAIR:** Owner shall maintain and keep in good repair the foundation, roof, structure and exterior of said building and shall further maintain and keep in good repair all water, sewage, gas and electric service facilities to the exterior of said building and up to the point of entry into such building. Owner shall repair all damage to interior walls, ceilings, floors and floor coverings caused by faulty construction of the building or by Owner's failure to properly maintain and repair the exterior of the building as above set out, provided, however, that the Tenant shall give Owner notice of such faulty construction or failure to maintain repair as soon as such defects or omissions, become known to Tenant and shall take all steps reasonably necessary to minimize damage resulting therefrom. Tenant shall keep in good repair the interior of the building, including all interior walls, ceilings, floors and floor coverings, all glass windows, interior electrical, interior plumbing, lights fixtures of every type, and all other interior items. Routine maintenance and such expenses that do not exceed Two Hundred Fifty and No/100 [\$250.00] Dollars per month during the term of the Lease, shall be Tenant's responsibility. Lawn mowing and landscaping shall be Owner's responsibility. Tenant shall keep the Leased Premises clean, clear of debris and litter and generally in a presentable condition. Owner shall further repair and maintain in good condition and repair the air conditioning and heating unit systems, the parking area, driveways, sidewalks, and parking lot lighting on the Leased Premises, and shall keep the property exterminated.

6) **IMPROVEMENTS BY TENANT:** It is agreed that Tenant shall have the right to make any improvements, alterations and additions within the Leased Premises that Tenant desires or that may be necessary for compliance with local, State and federal building requirements, and upon termination of this lease, such improvements shall remain with the Leased Premises.

7) **UTILITIES:** The Tenant shall pay all deposits required for utilities associated with the Tenant's use of the Leased Premises. Owner shall, for the first twelve (12) months of this Agreement, reimburse Tenant for water, sewer and electricity usage charges incurred by the Tenant for the operation of the clinic in the Leased Premises. After the initial twelve month period, the Tenant shall pay all utility charges and deposits made or incurred in connection with

the Tenant's use of such utilities at the Leased Premises, including but not limited to water, garbage pick-up and collection, sewer, gas, electricity and telephone.

8) **SIGNS AND DISPLAYS:** It is agreed that Tenant may erect and install a sign on the outside of the building covered by this Lease at a location and of similar design and appearance as those in use at other stores of Tenant, but such signs shall be maintained and kept by Tenant at its sole cost and expense, and it is agreed that such signs will be maintained in good repair and condition. It is agreed that Tenant will not install, keep or display any sign on or in connection with the Leased Premises which would cause any damage to the roof, wall or roof supports or which would mar, deface or detract from the appearance of the Leased Premises, but it is expressly agreed that Tenant may erect and use whatever signs and advertising media it may desire inside the Leased Premises. Tenant may retain possession of any signs and displays after termination of the Lease.

9) **LAW AND GOVERNMENTAL REGULATIONS:** Tenant agrees to promptly comply with all laws, rules and orders of Federal, State and Municipal governments and all of their departments applicable to the premises herein leased. Except for Tenant's responsibility to make improvements to the leased premises so that it will comply with the Americans With Disabilities Act, Tenant shall not be required to modify, alter, or make any improvements to the Leased Premises which may be imposed by the above described laws, rules or orders. Tenant will conduct its business in such a manner as not to create any nuisance.

10) **TERMINATION:** It is further agreed that Owner or Tenant may terminate this Lease with or without cause by giving ninety [90] days written notice to the other.

11) **EMINENT DOMAIN:** If any portion of the Leased Premises should be taken by reason of condemnation proceedings or other exercise of the power of eminent domain as to make the continued operation of Tenant's business in the Leased Premises impractical or undesirable, then Tenant may, at its option, terminate this Lease upon written notice to Owner.

12) **ASSIGNMENT AND SUBLETTING:** The Tenant shall have the right to assign or

sublease the Leased Premises or any part thereof to any responsible party engaged in the same or other lawful business, but in any event, the Tenant herein shall at all times be responsible for the performance of this contract. Tenant shall have the authority to extend or terminate existing agreements with other parties for the utilization of the Leased Premises in accordance with the terms of the existing agreement.

13) **INSPECTION:** Owner may enter upon and inspect the Leased Premises during normal business hours of Tenant, and Owner agrees to exercise its right in such a way as not to unreasonably interfere with the business of Tenant.

14) **DAMAGE TO LEASED PREMISES:** In the event the premises hereby leased, or any part thereof, shall be partially damaged by fire, the elements or other casualty, Tenant shall give immediate notice thereof to Owner and the damage shall be repaired at the expense of Owner as speedily as possible. In the event said building is destroyed or is substantially destroyed [by the term "substantially destroyed" is meant that the cost of repair exceeds seventy [70%] per cent of replacement cost], then either party hereto may terminate this Lease Agreement by giving written notice to the other within sixty [60] days after the date on which the Leased Premises are so destroyed or substantially destroyed. In the event that this Lease Agreement is not so terminated, then Owner agrees that it will begin the repair or restoration of the Leased Premises within ninety [90] days after the date on which the Leased Premises are so destroyed or substantially destroyed and will pursue the rebuilding and repair with due diligence until the Leased Premises are repaired and restored to the condition and state of repair in which they were before the damage. After such restoration, Tenant shall resume possession of the Leased Premises covered by this Lease under the terms hereof, and the term of this Lease will be extended under the terms and conditions hereof for a period equivalent to that period during which they were untenable.

15) **DEFAULT:** The Tenant shall be deemed in default hereof in the event Tenant shall [a] default in failure to perform any of the covenants, conditions and agreements performable by Tenant hereunder for a period of thirty [30] days following receipt of written notification of Tenant's failure to comply herewith; or [b] file a voluntary petition in bankruptcy, be adjudged bankrupt, be placed in or subjected to a receivership, or make an assignment for the benefit of

creditors. Upon such default Owner may immediately re-enter the Leased Premises, by summary proceedings or by force or otherwise, without being liable for prosecution therefor, take possession of said premises and remove all persons therefrom, and may elect to either cancel this Lease or re-let the Leased Premises as agent for Tenant or otherwise. Upon re-entry of said Leased Premises, Owner may remove all or any part of the personal property of Tenant thereon remaining and store it at some suitable place at Tenant's expense. The performance of each and every agreement herein contained for performance on the part of Owner shall be a condition precedent to the right of Owner to enforce this Lease or any of its provisions against Tenant. Tenant is also hereby granted the right and privilege of cancelling and terminating this Lease in the event Owner should fail to perform any of the covenants or agreements herein set forth a period of thirty [30] days after having been notified of the failure to so comply herewith, or Tenant may, at its option, where feasible, rectify such default and the expense incurred in connection therewith will be borne by Owner. But notwithstanding anything contained herein to the contrary, Owner or Tenant, as the case may be, shall not be limited to the aforementioned thirty [30] day period in the making of structural repairs or in correcting other defaults which in the normal course of business require a time in excess thereof, and each shall have a reasonable time to complete the same after notice of the need therefor as is herein provided. A waiver by Owner or Tenant of any breach or breaches of any of the provisions of this Lease shall not be deemed a waiver of any subsequent breach; any breach shall be deemed a continuing breach so long as the default continues.

**16) AD VALOREM TAXES:**

a) Owner shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Leased Premises, or any part thereof, provided, however, that if the authorities having jurisdiction assess real estate taxes, assessments, or other charges on the demised premises which Owner deems excessive, Owner may defer compliance therewith to the extent permitted by the laws of the State of Texas so long as the validity or amount thereof is contested by Owner in good faith and so long as Tenant's occupancy of the Leased Premises is not disturbed or threatened.

b) Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed



upon the fixtures, equipment, and personal property in said Leased Premises, and Tenant shall pay all license fees which may be lawfully imposed upon the business of Tenant conducted upon the Leased Premises.

**17) USE OF PREMISES:** It is agreed that Tenant may utilize the Leased Premises for the purpose of operating a healthcare clinic. In addition, Tenant shall have unlimited use of all furnishings and equipment currently assigned to the Leased Premises by Polk County or its agents.

**18) OPERATIONS OF TENANT:** Owner and Tenant agree that Tenant shall operate the Corrigan Health Clinic which shall provide essentially the same services as those provided in a physician's office. The clinic shall be staffed by a certified nurse practitioner or a physician assistant. Within the first twelve (12) months of this agreement and thereafter for any subsequent period that this agreement is in force, the certified nurse practitioner or physician assistant shall be at the clinic at least 40 hours per week. There will be no regular physician's hours, but only as required by Texas law to supervise advanced mid-level practitioners. A physician will be available to consult with and review charts as required by State law. A certified nurse practitioner or physician assistant shall either be in the clinic or be available by telephone for consultation during all hours of clinic operation, except when the physician is not available because of vacation, continuing medical education, sickness, holidays, weekends, resignation, death or acts of God. Specific services provided at the clinic shall include diagnosis, treatment, therapy, consultation and laboratory services. Tenant shall maintain the following;

- a) valid drug enforcement Administration certificate;
- b) in good standing, an unrestricted license to practice in the State of Texas;
- c) Valid and current Medicare and Medicaid provider numbers.

Tenant shall notify the Owner within 7 days after any one of the following occurs;

- a) Physician's license to practice in the State of Texas or any other jurisdiction is denied, suspended, revoked, terminated, relinquished (under threat of discretionary action) or made subject to terms of probation or other restriction;
- b) Physician is convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation;

c) Physician becomes the subject of any disciplinary action by any government, professional, medical staff or peer review body.

19) **NOTICES:** Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally to the parties hereto or when deposited in the United States Mail, properly stamped, and sent by registered or certified mail, return receipt requested, to the parties hereto at the following address. Notices intended for Tenant shall be addressed to Carlton J. Lewis, DO, 10 Medical Ctr. Blvd., Ste. 1, Lufkin, Texas 75904 and notices intended for Owner shall be addressed to County Judge, Polk County Courthouse, 101 W. Church, Suite 300 Livingston, Texas 77351.

20) **FIRE INSURANCE:** Owner shall keep the building and the Leased Premises insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty [80%] percent of the full insurable value thereof above foundation walls. Tenant agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire, with the usual extended coverage endorsements. Each party hereto hereby waives any and every claim which arises or may arise in its or their favor and against the other party hereto during the term of this Lease for any and all loss of, or damage to, any of its or their property located within or upon, or constituting a part of, the premises leased to Tenant hereunder, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Said mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as said mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation [or otherwise] to an insurance company [or to any other person], each party hereto hereby agrees immediately to give to each insurance company which has issued to it or them policies of fire and extended coverage insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of such waiver. Upon Tenant's request, Owner will deliver to Tenant all such insurance policies or certificates evidencing that said premises have been insured and that said policies are being maintained in full force and effect.

21) **LIABILITY INSURANCE:** At all times during the term of this Lease, at its sole expense, and as a part of the consideration for this Lease, Tenant agrees to maintain or cause to be maintained for the benefit of Tenant and Owner as named insured, a general public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to limits of not less than \$100,000.00 to any one person, \$300,000.00 to any one accident, and \$25,000.00 in property damage. Each policy of insurance, or certificate thereof, shall be properly deposited with Owner upon the request of Owner, and each policy of insurance shall be accompanied by evidence of the payment of premiums therefor in form reasonably satisfactory to Owner.

22) **OPTION TO RENEW AND EXTEND:** If this Lease is not terminated prior to the expiration of the term, Tenant shall have and is hereby granted and conveyed five [5] one year options to extend the term of this Lease for a period of twelve [12] months. The option granted herein may be exercised by Tenant delivering written notice of its election to exercise such option to the Owner in the manner provided in this Agreement for the delivering of notices, not later than sixty [60] days preceding the termination of the term of this Lease, or the then existing term hereof. If the option is exercised this Lease shall continue in full force and effect for the option period under the existing terms and conditions of the Lease period.

23) **AMENDMENTS:** This Lease contains all of the agreements and conditions to which the parties hereto have agreed and this Lease shall not be orally modified, altered, amended or rescinded inasmuch as it is specifically agreed that this instrument can be changed, modified, altered, or amended only by an agreement in writing, signed by proper representatives of each of the parties hereto or their respective successors in interest.

24) **OWNER DEFINED, USE OF PRONOUN:** The word "Owner" shall mean every party mentioned as Owner, whether one or more. The word "Tenant" shall mean every party mentioned as Tenant as well as licensees, concessionaires, assigns or sub-tenants of Tenant. If there be more than one owner or tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all. The use of the neuter singular pronoun or the masculine singular pronoun referring

to Owner or Tenant shall be deemed a proper reference even though Owner or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one owner or tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

**25) QUIET POSSESSION:** Owner covenants that Tenant, upon performing the covenants and agreements herein contained, shall and may peaceably and quietly have, hold and enjoy the exclusive right to the Leased Premises. It is agreed and understood that any holding over by Tenant of the Leased Premises at the expiration of this Lease shall be construed as a tenancy from month-to-month.

**26) REPRESENTATION OF TITLE:** Owner represents that it is the Owner in fee simple of the premises hereinabove described, and that as such, Owner has full right and authority to make and enter into this Lease Agreement.

**27) NOTICE:** Any notice or correspondence required or permitted herein shall be in writing and shall be deemed to have been made when personally delivered, or if mailed, to the parties at the following address:

To Owner: Polk County Judge  
101 West Church Street, Suite 300  
Livingston, Texas 77351

To Tenant: Carlton J. Lewis, DO  
10 Medical Ctr. Blvd., Ste. 1  
Lufkin, Texas 75904

**28) PARAGRAPH HEADINGS:** The paragraph headings contained in this Lease are provided for convenient reference only and shall not be considered for any purpose in analyzing or construing the intention of the parties with respect to this contract.

29) **SUCCESSORS AND ASSIGNS:** This agreement shall inure to and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

30) **FORCE MAJEURE:** In the event that Tenant shall be prevented from completing performance of its obligations hereunder by an act of God, a change in any Federal, State or local law, or any other occurrence whatsoever which is beyond the control of the parties hereto, then Tenant shall be excused from any further performance of its obligations and undertakings hereunder.

31) **ENTIRE AGREEMENT:** This instrument constitutes the entire agreement between the parties, and this Lease shall not be orally modified, altered, amended or rescinded inasmuch as it is specifically agreed that this instrument can be changed, modified, altered, or amended only by an agreement in writing, signed by the proper representatives of each of the parties hereto or their respective successors in interest.

EXECUTED in duplicate originals this the 25<sup>th</sup> day of October, 2007.

POLK COUNTY, TEXAS  
*John P. Thompson*  
JOHN P. THOMPSON, County Judge

(TENANT)

BY:

STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 25<sup>th</sup> day of October, 2007, by  
JOHN THOMPSON, County Judge of Polk County, Texas.

*Marcia Cook*

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the \_\_\_ day of \_\_\_\_\_ 200\_\_\_,  
by \_\_\_\_\_, of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**EXHIBIT "A"**

The square footage referred to as the LEASED PREMISES located in Corrigan, Texas, and situated on two tracts of land containing 4.377 acres, more or less, and being the same property conveyed by W.F. Eden, et al, Trustees of the Corrigan Independent School District, to J. T. Coker, County Judge of Polk County, Texas, and being the same conveyance dated 26<sup>th</sup> day of September, 1949, and being a part of the J.B. Hendry Survey and being more fully described in Volume 145, Pages 388, et seq., of the Official Public Records of Polk County, Texas.

