



POLK COUNTY COMMISSIONERS COURT

March 11, 2008

Polk County Courthouse, 3rd floor

10:00 A.M.

2008-027

Livingston, Texas

NOTICE

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

Agenda Topics

1. **CALL TO ORDER.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC COMMENTS.**

This item is included on the Agenda to allow public comments on topics that may or may not appear on this agenda. In accordance with law, this Court cannot discuss, deliberate or take action on any item or topic not listed on this agenda. Public comments requesting or requiring action or deliberation may be scheduled on a future agenda. Each public comment will be limited to a maximum of five (5) minutes, unless a member of the Court requests additional time for the presenter. Any handout materials must be reproduced and furnished by the presenter.

3. **INFORMATIONAL REPORTS.**

This item is included on the Agenda to receive announcements from the Court members and/or other Elected Officials and Department Heads of Polk County.

NEW BUSINESS

4. **CONSENT AGENDA** (The items listed within the Consent Agenda are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more items from the Consent Agenda and to have the item/s individually considered).


- A. APPROVE MINUTES OF PREVIOUS MEETING/S: February 26, 2008 (Regular Meeting)
- 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 APPROVAL OF COUNTY CLERK'S REQUEST FOR INTERLOCAL AGREEMENT WITH MEMORIAL POINT UTILITY DISTRICT FOR USE OF CERTAIN ELECTION EQUIPMENT AND SERVICES.
- G. CONSIDER APPROVAL OF UPDATED BOOK ONE OF THE COUNTY PERSONNEL MANAGEMENT SYSTEM.
- H. RECEIVE COUNTY AUDITORS MONTHLY REPORT.
- I. CONSIDER ORDER DECLARING SURPLUS PROPERTY, PCT. 4.
- J. RECORD REVISED ROAD LISTING FOR PROPOSED IMPROVEMENTS AND ASSESSMENT IN BIG THICKET LAKE ESTATES SUBDIVISION TO INCLUDE FRANK CRITTENDEN TRL.

(CONTINUED)

5. APPOINT COMMITTEE TO REVIEW AND SCORE PROPOSAL FOR CONSTRUCTION MANAGER AT RISK FOR JAIL EXPANSION PROJECT.
6. CONSIDER SELECTION OF AUDITING FIRM TO AUDIT POLK COUNTY FINANCIAL STATEMENTS FOR THE YEARS ENDED SEPTEMBER 30, 2008 AND 2009.
7. CONSIDER ANY/ALL ACTION REGARDING RE-BID #2008-17; "PRECINCT 1 PURCHASE OF ONE (1) USED 84" VIBRATOR COMPACTOR ROLLER WITH SHELL KIT".
8. CONSIDER ANY/ALL NECESSARY ACTION REGARDING BIDS FOR THE 2006 TCDP DISASTER RECOVERY PROJECT "DRS 060071" (GENERATORS).
9. CONSIDER ANY/ALL NECESSARY ACTION REGARDING PROPOSAL FOR NEW PHONE SYSTEM AT 602 E. CHURCH ST, LIVINGSTON.
10. CONSIDER ACCEPTANCE OF SETTLEMENT OFFER FROM MERRITT OPERATING, INC. FOR DAMAGES RESULTING FROM MAY 6, 2007 WELL BLOW-OUT AND AUTHORIZE COUNTY JUDGE TO EXECUTE RELEASE.
11. CONSIDER PRECINCT 2 REQUEST FOR APPROVAL OF BUY BOARD PURCHASE OF BOOM MOWER & TRACTOR (NOTING EXEMPTION FROM BIDDING REQUIREMENT) IN AN AMOUNT NOT TO EXCEED \$79,000.00 PAID FROM ROAD & BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR ISSUANCE OF LEGALLY AUTHORIZED DEBT AT FISCAL YEAR END.
12. CONSIDER PRECINCT 4 REQUEST FOR APPROVAL OF BUY BOARD PURCHASE OF BOOM MOWER & TRACTOR (NOTING EXEMPTION FROM BIDDING REQUIREMENT) IN AN AMOUNT NOT TO EXCEED \$79,000.00 PAID FROM ROAD & BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR ISSUANCE OF LEGALLY AUTHORIZED DEBT AT FISCAL YEAR END.

ADJOURN

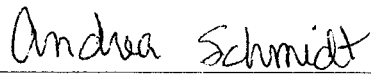
By: John P. Thompson, County Judge

Posted: Thursday, March 6, 2008


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 during normal business hours on Thursday, March 6, 2008 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY:

 (Deputy)

FILED FOR RECORD

2008 MAR -6 PM 2:44


 POLK COUNTY CLERK

COMMISSIONERS COURT
AGENDA POSTING #2008 - 027

BE IT REMEMBERED ON THIS THE 11th DAY OF MARCH, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE JUDGE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.
BOB WILLIS - COMMISSIONER PCT#1, RONNIE VINCENT - COMMISSIONER PCT #2,
C.T. "TOMMY" OVERSTREET COMMISSIONER PCT #4, BARBARA MIDDLETON, COUNTY
CLERK AND RAY STELLY, COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS,
ORDERS AND DECREES WERE DULY MADE, CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION GIVEN BY RAY STELLY.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY SHEP GREEN.

2. PUBLIC COMMENTS:
 - A. DEBBIE HARLOW, PRESIDENT OF INDIAN SPRINGS PROPERTY OWNERS ASSOCIATION, SPOKE OF CONCERNS AND CONDITIONS OF THE DAMS WITHIN THEIR SUBDIVISION. THE T.E.C.Q. HAS INSPECTED THE DAMS AND ALL HAVE BEEN PUT ON THE HIGH STANDARDS LIST. SHE REQUESTED THAT COMMISSIONERS COURT ADDRESS THE SITUATION.
 - B. JIM JOHNSON OF PRECINCT #1, QUESTIONED WHETHER OR NOT THE ROAD OVER THE WILD COUNTRY DAM IS ONE THAT WAS LISTED ON THE LIST OF COUNTY MAINTAINED ROADS.
 - C. DONALD MARTIN OF WILD COUNTRY P.O.A. SAID THEY STILL HAVE ACCESS TO THE OTHER PART OF WILD COUNTRY VIA HWY. 146. THE WATER LINES & TELEPHONE CABLES UNDER THE DAM SHOULD BE THE RESPONSIBILITY OF THOSE ENTITIES FOR REMOVING OR REROUTING, FOR REPAIRING THE DAM ROAD.

3. INFORMATIONAL REPORTS:
 - A. COMMISSIONER OVERSTREET REPORTED A MEETING AT BIG THICKET LAKE ESTATES P.O.A. HALL ON SATURDAY, MARCH 15th AT 10:30 AM. COVERING THE PROPOSED ROAD IMPROVEMENTS ELECTION.
 - B. JEANETTE MONTGOMERY, HUMAN RESOURCES DEPT. REPORTED SHE HAS COMPLETED THE UPDATE OF **PERSONNEL BOOK I** - AND AN UPDATE OF FMLA LAWS BY FEDERAL STANDARDS & WILL DELIVER THEM TODAY TO ALL DEPARTMENTS AT THE DEPT. HEAD MEETING AT 1:30 PM.
 - C. BARBARA MIDDLETON, COUNTY CLERK REPORTED THERE WILL BE A RUN-OFF FOR THE DEMOCRATIC PRIMARY, ON APRIL 8, 2008. THERE IS ONLY ONE RACE ON THE BALLOT OF STATE RAILROAD COMMISSIONER.
 - D. KENNETH HAMMACK, SHERIFF REPORTED ON FEBRUARY'S ACTIVITY OF THE SHERIFF'S OFFICE AND JAIL.

CONSENT AGENDA

4. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE ALL ITEMS A THROUGH J, OF TODAY'S AGENDA, LISTED AS FOLLOWS. ALL VOTING YES.

A. APPROVAL OF MINUTES OF FEBRUARY 26, 2008, REGULAR MEETING.

B. APPROVE OF BUDGET REVISIONS #2008-09, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)

C. APPROVE OF BUDGET AMENDMENTS #2008-09 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)

D. APPROVAL AND PAYMENT OF BILLS, BY SCHEDULE, INCLUDING AN ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
2/20/08	325.14	ACH 169 (Void & issue check)
2/21/08	4,718.15	ACH 170
2/21/08	2,859.50	ACH 171
2/21/08	42,702.74	ACH 172
2/21/08	9,987.06	ACH 173
2/21/08	29,217.03	ACH 174
2/21/08	252,128.72	ACH 175
2/21/08	3,070.48	ACH 176
2/21/08	3,446.14	209658 - 209664
2/21/08	500.00	209665
2/22/08	3,877.84	209666 - 209678
2/22/08	3,200.00	209679 - 209692
2/26/08	14,279.31	209693 - 209713
2/26/08	78,888.62	209714 - 209732
2/27/08	117,805.40	ACH 177
2/27/08	10,494.70	209733 - 209737
2/27/08	149,160.49	209738
2/27/08	45,950.00	101 - 102
2/29/08	1,000,000.00	ACH 178
2/29/08	15,264.00	ACH 179
2/29/08	42,133.92	209739 - 209770
3/03/08	14,647.42	209771 - 209776
3/03/08	22,362.05	209777 - 209781
3/03/08	19,812.50	103 - 104
3/03/08	271,924.84	209782 - 209951
3/10/08	Addendum (To appear on future schedule)	\$ 13,023.44
TOTAL	\$ 2,158,756.05	

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

F. APPROVAL OF INTERLOCAL AGREEMENT WITH MEMORIAL POINT UTILITY DISTRICT FOR USE OF CERTAIN ELECTION EQUIPMENT & SERVICES. (SEE ATTACHED)

G. APPROVE OF UPDATED BOOK ONE OF THE COUNTY PERSONNEL MANAGEMENT SYSTEM. (SEE ATTACHED MEMO)

H. RECEIVE COUNTY AUDITOR'S MONTHLY REPORT

I. APPROVE "ORDER" DECLARING SURPLUS PROPERTY, PRECINCT #4. (SEE ATTACHED)

J. REVISE ROAD LISTING FOR PROPOSED IMPROVEMENTS AND ASSESSMENTS IN BIG THICKET LAKE ESTATES SUBDIVISION, TO INCLUDE FRANK CRITTENDEN TRL, PCT #4.

- 5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPOINT A COMMITTEE OF, SHERIFF HAMMACK, AUDITOR RAY STELLY, & JUDGE THOMPSON TO REVIEW AND SCORE PROPOSALS FOR CONSTRUCTION MANAGER AT RISK FOR JAIL EXPANSION PROJECT, AND REPORT BACK TO COURT.
ALL VOTING YES.
- 6. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO SELECT THE AUDITING FIRM OF SANDERSON, KNOX & BELT, LLC., TO AUDIT POLK COUNTY FINANCIAL STATEMENTS, FOR THE YEARS ENDING SEPTEMBER 2008 & SEPTEMBER 2009. (SEE ATTACHED)
ALL VOTING YES.
- 7. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO AWARD RE-BID #2008-17, PRECINCT #1, PURCHASE OF ONE (1) USED 84" VIBRATOR COMPACTOR ROLLER WITH SHELL KIT, IN THE AMOUNT OF \$ 54,500.00, TO HENDRIX MACHINERY (Lowest Bid), TO BE FUNDED BY ROAD & BRIDGE FUND BALANCE, AND INCLUDED ON A REIMBURSEMENT RESOLUTION. FOR YEAR END ISSUANCE OF DEBT.
ALL VOTING YES.
- 8. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO AWARD BIDS FOR THE **2006 - T.C.D.P. DISASTER RECOVERY PROJECT "DRS 060071"** GENERATORS, TO LOWEST BIDDERS, AS RECOMMENDED BY GOODWIN-LASSITER INC. ENGINEERS, ON THE BID SUMMARY PRESENTED TO BE ADMINISTERED BY DAVID J. WAXMAN, INC.
ALL VOTING YES. (SEE ATTACHED)
- 9. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE THE NEW TELEPHONE SYSTEM AT 602 E. CHURCH, OFFICE ANNEX, BY TELCOM SUPPLY IN THE AMOUNT OF \$ 5,276.26, TO BE FUNDED BY GENERAL FUND BALANCE AND INCLUDED ON A REIMBURSEMENT RESOLUTION FOR YEAR END ISSUANCE OF DEBT.
ALL VOTING YES.
- 10. MOTIONED BY BOB WILLIS, SECONDED BY RONNIE VINCENT, TO ACCEPT THE SETTLEMENT OFFER OF \$10,000.00, FROM MERRITT OPERATING, INC. FOR DAMAGES RESULTING FROM (Last year's) MAY 6, 2007 WELL BLOW-OUT & AUTHORIZE JUDGE THOMPSON TO EXECUTE RELEASE ON BEHALF OF THE COUNTY. (SEE ATTACHED)
COURT VOTES RECORDED AS FOLLOWS:
JUDGE THOMPSON.....YES
COMMISSIONER WILLIS.....YES
COMMISSIONER VINCENT.....YES
COMMISSIONER OVERSTREET.....NO
- 11. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO APPROVE **PURCHASE OF A BOOM MOWER & TRACTOR PRECINCT #2**, THROUGH BUY BOARD (Noting exemption from bidding requirement), IN AN AMOUNT NOT TO EXCEED **\$79,000.00**, PAID FROM ROAD & BRIDGE FUND BALANCE AND INCLUDED ON REIMBURSEMENT RESOLUTION FOR ISSUANCE OF LEGALLY AUTHORIZED DEBT AT YEAR END.
ALL VOTING YES.

12. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE **PURCHASE OF BOOM MOWER & TRACTOR PRECINCT #4**, THROUGH BUY BOARD (Noting exemption from bidding requirement), IN AN AMOUNT NOT TO EXCEED **\$79,000.00**, PAID FROM ROAD & BRIDGE FUND BALANCE AND INCLUDED ON A REIMBURSEMENT RESOLUTION FOR ISSUANCE OF LEGALLY AUTHORIZED DEBT AT YEAR END.
ALL VOTING YES.

ADJOURN:
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 11th DAY OF MARCH, 2008 AT 10:34 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:  &V

BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2008\MAR 11.2008.wpd

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Item D.

Polk County Sheriff's Office February Totals 2008

Total Phone Calls Logged	42,336
Total Radio Calls Logged	20,197
Total Miles Patroled	76,249
Calls Dispatched to Field Deputies	1,267
Alarm Calls	57
Funeral Escorts	29
Number of Units Used on Funerals	70
Number of Hours Spent on Funerals	27
Total Offense Reports Filed	247
Total Mental Commitments	18
Total Sheriff's Office Sales	1
Total Traffic Warnings Served	33
Total Citations Issued	39
Total Bond Processed and/or Approved	182
Total Warrants Served	404
Total Mental Transports	7
Total Livestock Calls	42
Total Hours Spent on Mental Standby	6
Total Civil Papers Received	115
Total Civil Papers Served	101
Total Civil Papers Returned	20
Illegal Dumping	10
Juvenile Transports	0
Building Checks	738
Extra Patrols	1,244
Total Writs Served	3
Sex Offenders Registered	23

Sheriff's Monthly 911 Reports	3,508
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Sheriff's Monthly Jail Reports	
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Total Inmates Booked In County Jail	277
Inmates Released	273
Total Females Booked-In	76
Total Males Booked-In	201
Daily Inmate Average	90.31
Average Book-Ins Per Day	9.55
Total Food Cost	\$9,431.35
Total Meals Served	8,033.00
Cost Per Meal	\$1.17
Total Inmates Transported to TDC	7
Total Inmates Transported to Boot Camp	0

Total Inmates Transported to State Jail	0
Total Inmates Transported to SAPF	0
Tranfered To Restitution Center	0
Total Paper Ready Prisoners	15
Total Inmates Days Housed Outside	707
Cost of Inmates Housed Outside	\$18,195.00

Sheriff's Office Warrants Officers Report
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Misdemeanors Served	185
Misdemeanors Recalled	138
Felonies Served	75
Felonies Recalled	6
Letters Mailed	203
Letters Mailed on other Agencies	38

H(B)

(C)

#2008-09

Revisions
AMENDMENT CHANGES BY FUND

FUND	DESCRIPTION	INCREASE/DECREASE
015	ROAD & BRIDGE ADM	.00
051	AGING	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

02/26/2008 11:21:42

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 015-624-100	PCT 4 BUDGET CARRY	02/14/2008	2K8R09	138,614.76	137,614.76	1,000.00-	PER T OVERSTREET	SD
2008 015-624-100	PCT 4 BUDGET CARRY	02/14/2008	2K8R09	137,614.76	87,350.76	50,264.00-	PER T OVERSTREET	SD
2008 015-624-315	OFFICE SUPPLIES	02/14/2008	2K8R09	850.00	1,850.00	1,000.00	PER T OVERSTREET	SD
2008 015-624-573	PCT4 CAPITAL OUTLA	02/14/2008	2K8R09	45,250.00	95,514.00	50,264.00	PER T OVERSTREET	SD
PRECINCT #4 EXPENSE SUMMARY				TOTAL AMENDMENTS 4	TOTAL CHANGES	.00		
2008 051-645-332	CUSTODIAL/CLEANING	02/26/2008	2K8R09	.00	2,592.00	2,592.00	PER TRANSFER REQUEST	SD
2008 051-645-332	CUSTODIAL/CLEANING	02/26/2008	2K8R09	2,592.00	1,728.00	864.00-	PER TRANSFER REQUEST	SD
2008 051-645-343	PAPER FOOD GOODS/S	02/26/2008	2K8R09	12,000.00	12,864.00	864.00	PER TRANSFER REQUEST	SD
2008 051-645-427	TRAVEL - SEMINARS	02/26/2008	2K8R09	441.54	441.54	441.54	PER TRANSFER REQUEST	SD
2008 051-645-572	EQUIPMENT	02/26/2008	2K8R09	3,107.00	515.00	2,592.00-	PER REQUEST	SD
2008 051-645-572	EQUIPMENT	02/26/2008	2K8R09	515.00	73.46	441.54-	PER TRANSFER REQUEST	SD
TOTAL AMENDMENTS				6	TOTAL CHANGES	.00		

HC

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	2,500.00
015 ROAD & BRIDGE ADM	.00

#2008-09(A)

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

[Signature]

03/11/2008 11:07:25 REPORT OF GENERAL LEDGER AMENDMENTS 03/11/2008 11:07:25

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMOUNT AMENDED BUDGET	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 010-342-403	COUNTY CLERK REIMB	03/11/2008	2K9A09	.00	220.31-	✓ 220.31-	36TH CLERKS CONF	SD
2008 010-342-559	REIMBURSEMENT-SHER	03/11/2008	2K9A09	8,750.31-	8,801.67-	✓ 51.36-	REIMB FROM ALEX DOMINGUEZ	SD
2008 010-342-600	INSURANCE CLAIMS	03/11/2008	2K9A09	13,414.58-	15,337.55-	✓ 1,922.97-	INS REIMB FOR SHERIFF AUTO	SD
	TOTAL AMENDMENTS		3	TOTAL CHANGES	2,194.64-	2,194.64-		
2008 010-403-427	TRAVEL/TRAINING	03/11/2008	2K9A09	4,640.00	4,860.31	✓ 220.31	36TH CLERKS CONF	SD
	EXP. SUM. - COUNTY CLERK		TOTAL AMENDMENTS	1	TOTAL CHANGES	220.31		
2008 010-512-490	MISCELLANEOUS	03/11/2008	2K9A09	11,177.94	11,229.30	✓ 51.36	REIMB FROM ALEX DOMINGUEZ	SD
	EXPENSE SUMMARY - JAIL		TOTAL AMENDMENTS	1	TOTAL CHANGES	51.36		
2008 010-560-450	REIMB INS VEHICLE	03/11/2008	2K9A09	9,598.30	11,521.27	✓ 1,922.97	INS REIMB FOR SHERIFF DEPT	SD
	EXPENSE SUMMARY - SHERIFF DEPT		TOTAL AMENDMENTS	1	TOTAL CHANGES	1,922.97		
2008 010-695-571	STATE HOMELAND SEC	03/11/2008	2K9A09	1,154.45	3,654.45	✓ 2,500.00	UNSPENT UNREIMB PORTION OF	SD
	EXPENSE SUMMARY - EMERG MGMT		TOTAL AMENDMENTS	1	TOTAL CHANGES	2,500.00		
2008 015-369-200	CULVERT/MATERIAL R	03/11/2008	2K9A09	23,220.66-	24,483.36-	✓ 1,262.70-	REIMB CITY OF ONALASKA	SD
	EXPENSE SUMMARY - EMERG MGMT		TOTAL AMENDMENTS	1	TOTAL CHANGES	1,262.70-		
2008 015-622-339	CONSTRUCTION CONTR	03/11/2008	2K9A09	372,337.17	373,599.87	✓ 1,262.70	REIMB CITY OF ONALASKA	SD
	EXPENSE SUMMARY - EMERG MGMT		TOTAL AMENDMENTS	1	TOTAL CHANGES	1,262.70		

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	325.14
TOTAL OF ALL FUNDS	325.14

Att 169
Vaid

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

RAY STELLY _____

COUNTY AUDITOR _____

JOHN P. THOMPSON _____

COUNTY JUDGE _____

John P. Thompson

Vaid and issue
check to
Probation department
8/22/28
H

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	4,718.15

TOTAL OF ALL FUNDS	4,718.15

ACH 170

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

RAY STELLY _____
 Assf. COUNTY AUDITOR Orange Namounk
 JOHN P. THOMPSON _____
 COUNTY JUDGE John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	2,080.37
185	CCAP - JUVENILE PROBATION	779.13
TOTAL OF ALL FUNDS		2,859.50

ACH 1/71

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

RAY STELLY

Asst

COUNTY AUDITOR

Chargie N. Airs

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,042.94
015	ROAD & BRIDGE ADM	6,478.22
027	SECURITY	208.40
051	AGING	619.20
101	ADULT SUPERVISION	4,292.34
185	CCAP - JUVENILE PROBATION	2,061.64
TOTAL OF ALL FUNDS		42,702.74

ACH 172

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

RAY STELLY
Asst COUNTY AUDITOR *Orange K. Crinsworth*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,792.38
015	ROAD & BRIDGE ADM	1,515.12
027	SECURITY	48.74
051	AGING	144.82
101	ADULT SUPERVISION	1,003.84
185	CCAP - JUVENILE PROBATION	482.16
TOTAL OF ALL FUNDS		9,987.06

ACH 173

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

Asst

RAY STELLY

COUNTY AUDITOR

Orange Aumont

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	20,588.15
015	ROAD & BRIDGE ADM	3,897.36
027	SECURITY	86.92
051	AGING	210.34
101	ADULT SUPERVISION	2,986.22
185	CCAP - JUVENILE PROBATION	1,448.04
TOTAL OF ALL FUNDS		29,217.03

ACK 74

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

Asst.
 RAY STELLY
 COUNTY AUDITOR *Chargue N. Ainsworth*
 JOHN P. THOMPSON *John P. Thompson*
 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 428

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	172,003.47
015	ROAD & BRIDGE ADM	38,833.94
027	SECURITY	1,286.88
051	AGING	4,047.07
101	ADULT SUPERVISION	24,293.30
185	CCAP - JUVENILE PROBATION	11,664.06
TOTAL OF ALL FUNDS		252,128.72

ACH# 175

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

ASST

RAY STELLY

COUNTY AUDITOR

Charles V. Ainsworth

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson


SCHEDULE OF BILLS BY FUND


FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,652.03
015 ROAD & BRIDGE ADM	418.45

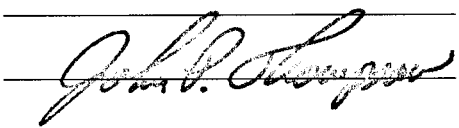
TOTAL OF ALL FUNDS	3,070.48

ACH 176

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



RAY STELLY
COUNTY AUDITOR 

JOHN P. THOMPSON
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,581.14
015	ROAD & BRIDGE ADM	700.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	105.00

	TOTAL OF ALL FUNDS	3,446.14

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

Asst
 RAY STELLY
 COUNTY AUDITOR *Margie W. Cinnamon*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,846.15
015	ROAD & BRIDGE ADM	432.90
051	AGING	598.79
TOTAL OF ALL FUNDS		3,877.84

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

Asst
RAY STELLY
COUNTY AUDITOR *Chargie Kaimowitz*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,200.00
TOTAL OF ALL FUNDS	3,200.00

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

Asst.

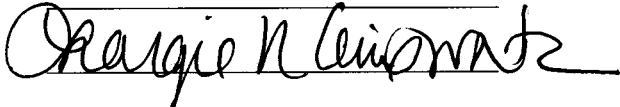
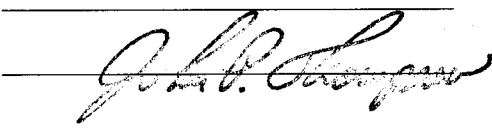
RAY STELLY
COUNTY AUDITOR Margie N. Ginzmatz

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14,279.31
	TOTAL OF ALL FUNDS	14,279.31

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

Asst RAY STELLY
COUNTY AUDITOR 
JOHN P. THOMPSON
COUNTY JUDGE 

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	33,309.03
015	ROAD & BRIDGE ADM	45,579.59
	TOTAL OF ALL FUNDS	78,888.62

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

Asst

RAY STELLY

COUNTY AUDITOR

Rargie N. Cincinatz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	78,502.68
015	ROAD & BRIDGE ADM	17,932.22
027	SECURITY	566.39
048	DISTRICT ATTY SPECIAL FUND	1,750.06
051	AGING	1,610.64
101	ADULT SUPERVISION	11,927.20
185	CCAP - JUVENILE PROBATION	5,516.21
TOTAL OF ALL FUNDS		117,805.40

ACH 1/27

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

Asst

RAY STELLY

COUNTY AUDITOR

Chargis N. Lewis

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,938.94
015	ROAD & BRIDGE ADM	1,667.29
027	SECURITY	17.66
051	AGING	127.70
185	CCAP - JUVENILE PROBATION	743.11
TOTAL OF ALL FUNDS		10,494.70

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

RAY STELLY
COUNTY AUDITOR *Orange N. Amos*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	115,790.68
015	ROAD & BRIDGE ADM	24,953.42
027	SECURITY	562.66
051	AGING	1,687.98
185	CCAP - JUVENILE PROBATION	6,165.75
TOTAL OF ALL FUNDS		149,160.49

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

ASst

RAY STELLY

COUNTY AUDITOR

Chargie N. Ciminotto

JOHN P. THOMPSON

COUNTY JUDGE

J.P. Thompson

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 439

FUND DESCRIPTION	DISBURSEMENTS
035 GRANT FUND	45,950.00

TOTAL OF ALL FUNDS	45,950.00

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

Asst RAY STELLY
COUNTY AUDITOR Chargie N. Cunniff
JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	1,000,000.00

TOTAL OF ALL FUNDS	1,000,000.00

ACH 578

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

RAY STELLY
 COUNTY AUDITOR *Gargie K. Cannon*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

Asst

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	15,264.00

TOTAL OF ALL FUNDS	15,264.00

ACT 179

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie N. Arundt

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	41,357.50
015	ROAD & BRIDGE ADM	732.48
027	SECURITY	27.00
051	AGING	16.94
TOTAL OF ALL FUNDS		42,133.92

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

RAY STELLY

Asst

COUNTY AUDITOR

Chargie N. Ciermatt

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	14,431.42
051	AGING	216.00
TOTAL OF ALL FUNDS		14,647.42

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,622.40
015	ROAD & BRIDGE ADM	52.00
035	GRANT FUND	19,812.50
088	JUDICIARY FUND	875.15
TOTAL OF ALL FUNDS		22,362.05

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

RAY STELLY
 COUNTY AUDITOR *Margie N. Ainsworth*
 JOHN P. THOMPSON
 COUNTY JUDGE *J. P. Thompson*

FUND DESCRIPTION	DISBURSEMENTS
035 GRANT FUND	19,812.50
TOTAL OF ALL FUNDS	19,812.50

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

RAY STELLY
COUNTY AUDITOR *Assst* Raige N. Aniswatz
JOHN P. THOMPSON John P. Thompson
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 446

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	138,195.63
015	ROAD & BRIDGE ADM	121,654.10
020	CONSTRUCTION FUND	2,100.00
040	LAW LIBRARY FUND	445.72
051	AGING	1,638.00
088	JUDICIARY FUND	463.65
094	COUNTY RECORDS MGMT FUND	7,427.71
TOTAL OF ALL FUNDS		271,924.81

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie N. Ciunovatz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

VOL. 54 PAGE 447

ADDENDUM
 SCHEDULE OF BILLS FOR
 MARCH 11, 2008
 FY 2008

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
BROOKSHIRE BROS	JAIL MEDICAL	JAIL	010-512-391	\$ 443.37
CRAWFORD MARTIN INS	NOTARY	DPS	010-402-400	\$ 71.00
CRAWFORD MARTIN INS	BOND	CONST. #2	010-552-315	\$ 50.00
DIBOLL CUSTOM UPHOLSTEF	SET COVER	R&B#3	015-623-456	\$ 250.00
DOUBLE S WELDING	CYLINDER RENTAL	R&B#2	015-622-337	\$ 22.00
EAST TEXAS ASPHALT	ROAD MATERIAL	R&B#3	015-620-623	\$ 10,439.71
HOFFCO TIRES & MORE	TIRE REPAIR	R&B#3	015-623-354	\$ 97.50
LUNA, RAYMOND DR	INDIGENT CARE	SOC. SERV.	010-645-404	\$ 393.00
MATCO TRUCK EQUIPMENT	TRUCK PARTS	R&B#3	015-623-456	\$ 1,175.46
WESTERN AUTO ASO. STORE	TIRE REPAIR	R&B#3	015-623-354	\$ 7.50
WHITE'S GENERATOR & STAR.	GENERATOR	R&B#3	015-623-456	\$ 73.90
TOTAL				<u>\$ 13,023.44</u>

John P. Thompson

HEB

February 27, 2008 - March 11, 2008

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NO	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	MILLER MOFFETT	SECURITY	1063 BALLIFF	LABOR POOL (+900)	18/(01) \$13,75/HR	RETIRED EFFECTIVE 02/29/2008
(2)	RAYMON H. BROWN, JR.	SHERIFF	1030 ANIMAL CONTROL OFFICER	REGULAR FULL-TIME	15/02 \$25,323.17	RESIGNATION EFFECTIVE 03/12/2008
(3)	TONYA RENE SAUNDERS	DISTRICT CLERK	105 DEPUTY CLERK	REGULAR FULL-TIME	12/03 \$22,430.93	NEW HIRE EFFECTIVE 03/18/2008
(4)	GUY FREDERICK RASBERRY	R&B PCT. #1	108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/09 \$31,536.13	RECLASSIFY TO #115, FOREMAN I - R & B, 20/04, \$33,914.19 EFFECTIVE 03/12/2008
(5)						
(6)						
(7)						
(8)						
(9)						
(10)						
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add

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H(F.)

**INTERLOCAL AGREEMENT
BETWEEN
MEMORIAL POINT UTILITY DISTRICT
AND
THE COUNTY OF POLK**

WHEREAS, the County of Polk ("the County"), in compliance with the requirements of the Help America Vote Act of 2002, the Texas Election Code and regulations promulgated by the Secretary of State of the State of Texas ("Secretary of State") has appropriated and maintains equipment required to conduct elections; and

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

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

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

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

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

1. INCORPORATION OF PREAMBLES, DEFINITIONS.

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

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

For its next election, scheduled for Saturday, May 10, 2008 ("Election"), including the election period incident thereto as defined in Section (1)(B), the County will provide the following equipment for the exclusive use of Local Entity:

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

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

3. SERVICES TO BE PROVIDED BY POLK COUNTY.

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

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

4. OBLIGATIONS OF LOCAL ENTITY.

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

or other expense incurred by the County.

5. TERM.

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

6. SEVERABILITY.

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

7. ENTIRE AGREEMENT.

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

8. FORCE MAJEURE.

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

9. NOTICES.

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

To Local Entity:

Name of Individual Contact: Regina D. Adams/Johnson Radcliffe Petrov & Bobbitt PLLC

Mailing Address: 1001 McKinney, Suite 1000

City, State and Zip Code: Houston, Texas 77002-6424

To County:

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

Copies of any notice shall also be delivered to:

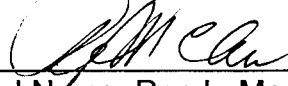
Barbara Middleton, County Clerk, or her Successors in Office
Polk County Courthouse
101 West Church Street
Livingston, Texas 77351

10. GENERAL PROVISIONS.

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

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

BY LOCAL ENTITY:

By: 
Printed Name: Ron L. McAnear, President
Date: 2/11/08

Attest:

The foregoing Interlocal Agreement was formally approved by the governing board of the Local at its duly called public meeting held on the following date: February 11, 2008

By: 
Printed Name: G. M. Mitchell, Secretary

POLK COUNTY

By: 
JOHN P. THOMPSON, County Judge
Date: March 11, 2008

Attest:

The foregoing Interlocal Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following date: March 11, 2008


BARBARA MIDDLETON, County Clerk

H (G)

COPY

Polk County Human Resources

Jeanette Montgomery, Human Resources Supervisor
 602 E. Church Ste. 105
 Livingston, Texas 77351
 E-mail: jeanette.montgomery@co.polk.tx.us



Phone: 936-327-6802
 Fax: 936-327-6879

TO: John P. Thompson, County Judge & County Commissioners

FROM: *jm* Jeanette Montgomery, Human Resources Supervisor

RE: Revisions to Book 1 – Human Resources Management System

DATE: March 5, 2008

I have recommended the following revisions for Book 1—Human Resources Management System, previously entitled Book 1—Personnel Management System:

- The FLSA definitions of an Exempt employee has changed. The U.S. Department of Labor has a new regulation dated August 23, 2004. **The “long” exemption test which was in place was revised by the Department of Labor in 2004. Currently an employee must meet certain “primary duty” requirements to be considered an exempt employee in the following categories: Executive, Administrative, Professional (learned), Professional (creative), Computer, or Highly Compensated.** Section 13(a)(1) and Section 13(a)(17) provide the requirements that employees must meet to qualify as an exempt employee. **In addition, the rate per week that an employee must be paid has also been increased to \$455/week.** The policy in Book 1, dated August 1991, reflects the amount as \$155/week.
- There is also a recommended change to the EEOC Descriptions of Job Categories, excerpted from EEOC Form 164, as follows: **Under the category of Service-Maintenance the job titles now include: truck drivers, bus drivers, garage laborers, and custodial employees.**
- Other revisions include, new job descriptions approved by Commissioners Court as follows:
 1. Criminal Investigation Division/Evidence Officer approved by Commissioners Court on 09/17/07.
 2. Light Duty Mechanic, Inmate Work Supervisor, and Foreman-Maintenance Engineering approved by Commissioners Court on 08/28/07.
 3. Field Training Officer, and Assistant Maintenance Technician-Maintenance Engineering approved on 08/14/07.
- Job descriptions and pay groups have also been revised to reflect the changes approved for FY07 in September 2006 by Commissioners Court from the Salary Survey/Transition conducted by Ray & Associates.
- Documents reflect the change from “Personnel” to “Human Resources” as well.

Updates and revisions to this manual will be on an as-needed basis. Please accept my recommendation to approve the completed updates and revisions to Book 1– Human Resources Management System. Pending approval, all Elected Officials/Departments will receive a new copy of this manual. Your consideration in this matter is greatly appreciated.

4(I)




OF THE POLK COUNTY COMMISSIONERS COURT
Designating Surplus Property to be disposed in Public Auction.

WHEREAS, in a regular meeting of the Polk County Commissioners Court held March 11, 2008, the following items were determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.151;

Precinct 4;

- (1) 3600 Ford Tractor VIN/SN C488693
- (1) 5ft. Heavy Duty Mower VIN/SN 697
- (1) 1996 Ford Pickup Truck VIN/SN 1FDLF4764TEA85157

THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be disposed of in a Public Auction to be held online.


John P. Thompson, County Judge

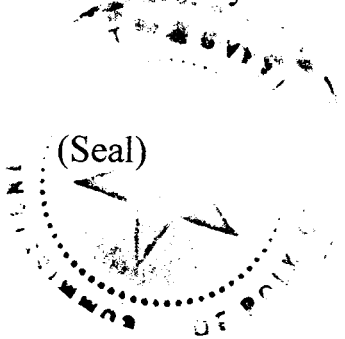
CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on March 11, 2008.

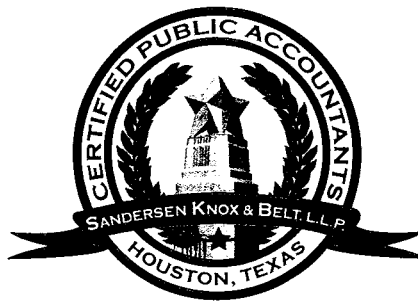
IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification.



Barbara Middleton, County Clerk
Polk County, Texas



COPY



Engagement Letter

February 27, 2008

John P. Thompson
County Judge
Polk County, Texas
101 West Church Street
Livingston, Texas 77351

We are pleased to confirm our understanding of the services we are to provide to Polk County Texas for the years ended September 30, 2008 and September 30, 2009. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the entity's basic financial statements, of Polk County Texas for the years ended September 30, 2008 and September 30, 2009. The financial statements will include IAH Public Facility Corporation as a component unit; however, their audit services are covered under a separate engagement letter. The document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Management's discussion and analysis
2. Schedule of expenditures of federal awards (if required)

The document will also include the following additional information that will not be subject to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

1. Transmittal letter
2. Statistical section

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but the responsibility for the financial statements remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of

adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review by the beginning of fieldwork

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the County's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to Commissioners Court; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a

corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to any Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our firm's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by the Name of Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The time estimates used to project our fees are based on anticipated cooperation from your personnel and management fulfilling its responsibility. Our time budget for this engagement does not include addressing matters related to management's responsibilities, such as modifications to the County's financial information, additional procedures related to alleged noncompliance with laws and regulations and similar improprieties, the County's lack of preparation for the audit, and similar matters. Such time requirements have not been included in the estimate and would be billed in addition to the fees quoted at our standard hourly rates and actual costs incurred, including legal consultations, if necessary. We will notify the appropriate party when such conditions are encountered, such as identifying schedules not prepared, out-of-balance accounts, alleged violations, etc. When possible, we will provide management with options for alleviating the condition. If it appears the item will not be addressed by the County, we may perform procedures to address incidental matters to facilitate timely completion of the audit. To the extent possible, we will obtain approval before performing additional work for matters considered significant to the original proposed fee. Due to the nature of our work, such approval may not always be possible, i.e., we may be legally compelled by subpoena or similar request to expend additional time and incur other expenses to handle matters arising from this engagement.

As is customary in the industry the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered. Our fee estimates for the County's audit service are as follows:

	<u>2008</u>	<u>2009</u>
Financial statement audit	\$ 36,504	\$ 39,424
New Risk Assessment standard procedures	\$ 6,900	\$ 7,452
Single Audit (if required)(> \$500,000 federal awards expended):		
Single Audit/Yellow book audit (basic procedures)	\$ 2,500	\$ 2,500
Single audit per major program* (1@\$5,800)	\$ 5,800	\$ 5,800

*Major programs are defined by OMB A-133 as programs expending more than \$300,000 in a year

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permissions to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

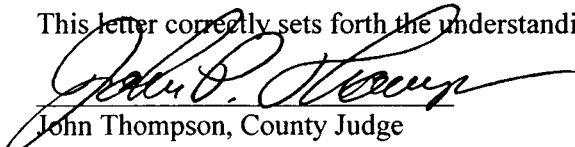
Very truly yours,



Robert Belt, CPA

RESPONSE:

This letter correctly sets forth the understanding of Polk County, Texas.



John Thompson, County Judge

Date: 3.11.08



GOODWIN • LASITER, INC.
ENGINEERS • ARCHITECTS • SURVEYORS

HOME OFFICE
(936) 637-4900
FAX (936) 637-6330

CENTRAL TEXAS OFFICE
(979) 696-6767
FAX (979) 696-2685

#8

March 5, 2008

VOL. 54 PAGE 463

Polk County
101 West Church Street
Livingston, Texas 77351

Attention: Hon. John Thompson, County Judge

Re: 2006 TCDP Disaster Relief Project

Dear Judge Thompson:

Construction bids were received by the county on the referenced project on February 25, 2008. The following summarizes those received:

Package "A", Small/Medium Industrial Generator Sets:

Waukesha-Pearce Industries	\$269,345.00
Stewart & Stevenson	\$272,504.62
Allen Fielding Electric	\$300,750.00

Package "B", Industrial Generator Sets for Livingston WWTP:

Waukesha-Pearce Industries	\$121,473.00
Stewart & Stevenson	\$126,219.79
Allen Fielding Electric	\$128,500.00

Package "C", Small Commercial Generator Sets:

Stewart & Stevenson	\$87,653.39
Allen Fielding Electric	\$97,500.00
Waukesha-Pearce Industries	\$111,348.00

Package "D", Generator Set Installations & Related Work:

4D Construction Co.	\$342,000.00
Allen Fielding Electric	\$375,500.00
JSL Construction	\$442,177.00

Package "D" Additive Alternate, Propane Storage Tanks at VFD's

4D Construction Co.	\$50,000.00
JSL Construction	\$12,757.50

We recommend award to the low bidders for each package as follows: Package "A" – Waukesha-Pearce Industries, Package "B" – Waukesha-Pearce Industries, Package "C" – Stewart & Stevenson, and Package "D" – 4D Construction Co. We do not recommend award of Package "D" Additive Alternate Bid. The combined low bids add up to \$820,471.40 are 4.5% higher than the original performance statement budgeted construction cost of \$784,981.00. Attached is a final tabulation of these bids for your files.

1609 S. CHESTNUT • SUITE 202 • LUFKIN, TEXAS • 75901 • admin@goodwinlasiter.com

1509 EMERALD PARKWAY • SUITE 101 • COLLEGE STATION, TEXAS • 77845 • ctex@goodwinlasiter.com

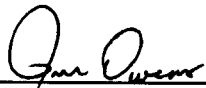
To keep construction costs within the original construction budget, change orders executed after award of the bids will be necessary to lower the overall contract amounts.

One option is to remove installation from sites that were not part of the original performance statement but added in later. These sites include Livingston "Wal-Mart" Lift Station #3, Livingston "Relax Inn" Lift Station #5, Livingston "Trade Days" Lift Station #8, and Goodrich Lift Station #4. Deleting installation at these sites would reduce the contract amount of Package "D" by \$38,000. We have spoken with Gaffney Phillips, Livingston Assistant City Manager, and she has indicated the City of Livingston is capable of providing their own installation of their generators. We also contacted Nita Gokey, Goodrich Mayor Pro-Tem, and she indicated that City Council would need to decide whether they would be able to hire someone to provide installation at their next council meeting on Thursday, March 13.

A second option is to completely remove two of the additional lift station generator sites previously mentioned, one from Livingston and one from Goodrich. We are currently in communication with the City of Livingston to prioritize their lift station generator sites.

Please include consideration of this contract award on the Commissioners meeting agenda for the March 11, 2008 meeting. Please call us if you have any questions.

Sincerely,



Jimmy Owens, P.E.
Project Engineer

Enclosures:

Bid Tabulation spreadsheet
Bid Tabulation Summary

Cc: Hon. John Thompson, County Judge (via FAX 936/327-6891)
David Waxman, David J. Waxman, Inc. (via FAX 409/384-5719)

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#10.

CCF

RELEASE OF ALL CLAIMS AND INDEMNITY

Know all persons by these presents that WE, POLK COUNTY, for and in consideration of TEN THOUSAND dollars and NO/100 (\$10,000.00), paid to US by ADMIRAL INSURANCE COMPANY, the receipt of which sum is hereby acknowledged and confessed, have released and forever discharge MERRITT OPERATING, INC., ADMIRAL INSURANCE COMPANY, AND THEIR RESPECTIVE AGENTS, SERVANTS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND ANY OTHER PERSON WHATSOEVER from any claims, causes of action, or other rights of recovery arising out of any type of damage or injury on account of an occurrence(s) on or about the 6th day of May, 2007, at the Kavanaugh & Collins Lease, RRC# 13966 Well No 3A, Livingston Field, Polk County, Texas including indemnity expenses, property damage, repair costs, loss of use, attorney fees, emergency service charges and any other damage, cost or expense whether known or unknown whatsoever in law or in equity, on account of any activity arising out of the above occurrence.

It is further understood and agreed that this settlement is the compromise of a matter of questionable liability or damages resulting from an occurrence outside of the control of the release parties, and that the payment is not to be construed as an admission of liability on the part of ADMIRAL INSURANCE COMPANY OR MERRITT OPERATING COMPANY, by whom liability is expressly denied.

This release contains ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

RELEASE FOR POLK COUNTY IN ALL CAPACITIES

John P. Thompson, County Judge

Name John P. Thompson Date 3/11/08

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of

March, 2008

Jean Shandley
Notary Public in and for
the State of TEXAS

Commission Expires: 9/3/08

