



POLK COUNTY COMMISSIONERS COURT
(Special Session)

April 22, 2008
9:00 A.M.

Polk County Courthouse, 3rd floor
Livingston, Texas

2008-042

NOTICE is hereby given that a Public Hearing will be held on the date and time stated above for the purpose of sharing information, responding to questions and receiving comments relating to the improvement of certain roads located in Polk County, Texas in Big Thicket Lake Estates Subdivision and the assessment of costs for said improvements pro rata against the record owners of the real property of the subdivision located in Polk County.

Posted: Thursday, April 17, 2008

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

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 Polk County Courthouse at a place readily accessible to the general public during normal business hours on Thursday, April 17, 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: Andrea Schmitt, Deputy

FILED FOR RECORD
2008 APR 17 PM 3:00

POLK COUNTY CLERK

**COMMISSIONERS COURT
AGENDA POSTING #2008 - 042**

BE IT REMEMBERED ON THIS THE 22nd DAY OF APRIL, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL" CALLED MEETING
WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

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


1. PUBLIC MEETING CALLED TO ORDER, BY COMMISSIONER WILLIS AT 9:14 A.M.
HE READ THE SPECIAL NOTICE GIVEN FOR THE PURPOSE OF THE PUBLIC
HEARING RELATING TO IMPROVEMENT OF CERTAIN ROADS IN BIG THICKET LAKE
ESTATES SUBDIVISION.
COMMISSIONER TOMMY OVERSTREET READ A LIST OF THE ROADS
LOCATED WITHIN BIG THICKET LAKE ESTATES, POLK COUNTY, TEXAS TO BE IMPROVED
UNDER THE PROPOSED ASSESSMENT AND SPECIAL ELECTION PURSUANT TO
TRANSPORTATION CODE, CH. 253.

PUBLIC HEARING

RECEIVED PUBLIC COMMENTS FROM THE FOLLOWING INDIVIDUALS:

1. SHEP GREEN
2. DEBBIE HARLOW
3. MARION A. "BID" SMITH
4. JOYCE ADAMS
5. ELDON MAYO
6. TOM MCKNIGHT
7. JUDY MCDOWELL
8. JOHN MCDOWELL
9. MATT GESFORD
10. SUSAN VESTAL

COMMISSIONER BOB WILLIS DECLARED PUBLIC HEARING CLOSED AT 9:47 A.M.



 COMMISSIONER BOB WILLIS,
 PRESIDING OFFICIAL

ATTEST:


 BARBARA MIDDLETON, COUNTY CLERK



POLK COUNTY COMMISSIONERS COURT

April 22, 2008

10:00 A.M.

2008-043

Polk County Courthouse, 3rd floor

Livingston, Texas

NOTICE

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

Agenda Topics

1. **CALL TO ORDER.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC COMMENTS.**

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

3. **INFORMATIONAL REPORTS.**

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

4. **OLD BUSINESS** (*TABLED FROM LAST AGENDA*)

- A. CONSIDER OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT. 4) LOTS 7 & 8, BLOCK 6, CHESSWOOD #1, CAUSE NO. T06-088
- B. CONSIDER APPROVAL OF ORDER AWARDING CONTRACT/ AGREEMENT FOR CONSTRUCTION MANAGER AT RISK FOR JAIL EXPANSION PROJECT.

NEW BUSINESS

5. **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: April 8, 2008(*Regular Session*).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS #2008-12, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2008-12(A), 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 GOODRICH ISD FOR USE OF CERTAIN ELECTION EQUIPMENT AND SERVICES.

- G. CONSIDER APPROVAL OF LISTING OF CAPITAL PURCHASES PREVIOUSLY APPROVED FOR PAYMENT FROM FUND BALANCE AND TO BE REIMBURSED BY FY2008 YEAR END ISSUANCE OF AUTHORIZED DEBT AS A PART OF THE REIMBURSEMENT RESOLUTION.
- H. CONSIDER PRECINCT 2 REQUEST FOR APPROVAL OF ORDER ACCEPTING DEDICATION OF RIGHT-OF-WAY FOR CONSTRUCTION OF COUNTY ROAD CONNECTING FM356 TO FM3459.
- I. CONSIDER APPROVAL OF SHERIFF'S DEPARTMENT REQUEST TO SUBMIT TOBACCO COMPLIANCE GRANT APPLICATION TO THE STATE COMPTROLLER.
- J. CONSIDER APPROVAL OF PRECINCT 1 REQUEST TO ADVERTISE FOR BIDS FOR HEADWALL REPAIR ON CREEKRIDGE DRIVE IN GOODRICH NORTH SUBDIVISION.
- K. CONSIDER OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT. 3) LOT 407, REILYS VILLAGE #1, CAUSE NO. 95-375.
- L. CONSIDER APPROVAL OF SANTEK'S REQUEST FOR RENEWAL OF INTERLOCAL AGREEMENT WITH SAN JACINTO COUNTY FOR LANDFILL SERVICES.
6. CONSIDER APPROVAL OF UPDATE TO PERSONNEL MANAGEMENT SYSTEM, BOOK II: TO INCLUDE ALL PREVIOUSLY APPROVED CHANGES NOT YET REFERENCED IN MANUAL; TO INCORPORATE PREVIOUSLY APPROVED POLICY FOR CERTIFICATE PAY INTO MANUAL AND TO UPDATE REFERENCES TO PERSONNEL OFFICE TO REFLECT NAME CHANGE TO HUMAN RESOURCES.
7. RECEIVE DEBT ANALYSIS FROM COUNTY'S FINANCIAL ADVISOR AND DISCUSS POSSIBLE FUNDING OF FUTURE ROAD & BRIDGE IMPROVEMENTS.


ADJOURN

By: John P. Thompson, County Judge

Posted: Thursday, April 17, 2008

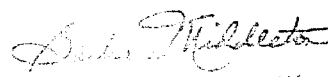


I do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Thursday, April 17, 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 APR 17 PM 3:00


POLK COUNTY CLERK

STATE OF TEXAS §

DATE: APRIL 22, 2008

COUNTY OF POLK §

REGULAR MEETING

Judge Thompson - Absent

Commissioner Purvis - Absent

**COMMISSIONERS COURT
AGENDA POSTING #2008 - 043**

BE IT REMEMBERED ON THIS THE 22nd DAY OF APRIL, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE COMMISSIONER BOB WILLIS, PRESIDING.
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 COMMISSIONER WILLIS AT 10:00 A.M.
 - INVOCATION GIVEN BY RAY STELLY, COUNTY AUDITOR.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY JOE ROEDER.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. RONNIE VINCENT INVITED EVERYONE TO 35TH ANNUAL ONALASKA V.F.D. BBQ & AUCTION FRIDAY AND SATURDAY.
 - B. MICHAEL MATTHEWS WITH DISTRICT ATTORNEY'S OFFICE REPORTED BACK TO COURT ON DAM IN WILD COUNTRY CITING AUTHORITY OF COUNTY TO MAKE REPAIRS TO DAM AND HEADWALLS IN ORDER TO PROTECT ROADWAY.
4. OLD BUSINESS
 - A. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ACCEPT OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT. 4) LOTS 7 & 8, BLOCK 6, CHESSWOOD #1, CAUSE NO. T06-088.
ALL VOTING YES.
 - B. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO TABLE ITEM "CONSIDER APPROVAL OF ORDER AWARDDING CONTRACT/AGREEMENT FOR CONSTRUCTION MANAGER AT RISK FOR JAIL EXPANSION PROJECT".
ALL VOTING YES.
5. CONSENT AGENDA

MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE ITEM A - L OF THE CONSENT AGENDA AS FOLLOWS:

 - A. APPROVE MINUTES OF APRIL 8, 2008 MEETING (REGULAR SESSION).
 - B. APPROVE BUDGET REVISIONS #2008-12, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
 - C. APPROVE BUDGET AMENDMENTS #2008-12(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
 - D. APPROVAL OF SCHEDULE OF BILLS INCLUDING ADDENDUM. (SEE ATTACHED)

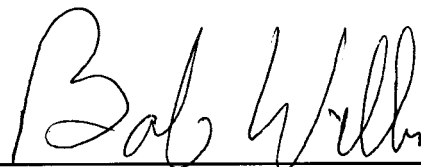
DATE	AMOUNT	CHECK #
04/02/08	2,000,000.00	ACH 199 - Investments
04/02/08	2,859.50	ACH 200
04/03/08	42,523.24	ACH 201
04/03/08	9,945.12	ACH 202
04/03/08	29,089.40	ACH 203

04/03/08	251,141.21	ACH 204
04/03/08	2,971.15	ACH 205
04/03/08	3,353.03	210476-210481
04/04/08	81,025.09	210482-210507
04/07/08	82,614.00	ACH 206
04/08/08	867,853.11	ACH 207
04/08/08	20,224.33	210508-210511
04/09/08	8,250.00	107
04/10/08	107,933.03	ACH 208
04/11/08	377,153.00	ACH 209
04/11/08	2,061.50	210512-210524
04/11/08	100,476.60	210525-210571
04/14/08	6,002.80	108
04/15/08	435,952.44	210572-210715
04/15/08	16,058.36	210716-210738
04/22/08	Addendum (to appear on future schedule)	82,207.00
TOTAL	4,447,486.91	

- E. APPROVAL OF PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. APPROVE COUNTY CLERK'S REQUEST FOR INTERLOCAL AGREEMENT WITH GOODRICH ISD FOR CERTAIN ELECTION EQUIPMENT AND SERVICES. (SEE ATTACHED)
- G. APPROVAL OF LISTING OF CAPITAL PURCHASES PREVIOUSLY APPROVED FOR PAYMENT FROM FUND BALANCE AND TO BE REIMBURSED BY FY2008 YEAR END ISSUANCE OF AUTHORIZED DEBT. (REIMBURSEMENT RESOLUTION)
(SEE ATTACHED)
- H. ACCEPT PRECINCT 2 REQUEST FOR APPROVAL OF ORDER ACCEPTING DEDICATION OF RIGHT-OF-WAY FOR CONSTRUCTION OF COUNTY ROAD CONNECTING FM 356 TO FM 3459. (SEE ATTACHED)
- I. APPROVE SHERIFF'S DEPARTMENT REQUEST TO SUBMIT TOBACCO COMPLIANCE GRANT APPLICATION TO THE STATE COMPTROLLER.
- J. APPROVAL OF PRECINCT 1 REQUEST TO ADVERTISE FOR BIDS FOR HEADWALL REPAIR ON CREEKRIDGE DRIVE IN GOODRICH NORTH SUBDIVISION.
- K. ACCEPT OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT 3) LOT 407, REILYS VILLAGE #1, CAUSE NO. 95-375.
- L. APPROVAL OF SANTEK'S REQUEST FOR RENEWAL OF INTERLOCAL AGREEMENT WITH SAN JACINTO COUNTY FOR LANDFILL SERVICES. (SEE ATTACHED)
6. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE UPDATE TO PERSONNEL MANAGEMENT SYSTEM, BOOK II: TO INCLUDE ALL PREVIOUSLY APPROVED CHANGES NOT YET REFERENCED: TO INCORPORATE PREVIOUSLY APPROVED POLICY FOR CERTIFICATE PAY AND TO UPDATE REFERENCES TO PERSONNEL OFFICE TO REFLECT NAME CHANGE TO HUMAN RESOURCES.
ALL VOTING YES.
7. RECEIVE DEBT ANALYSIS FROM COUNTY'S FINANCIAL ADVISOR, JIM GILLEY, AND DISCUSS POSSIBLE FUNDING OF FUTURE ROAD & BRIDGE IMPROVEMENTS.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT TO ADJOURN COURT THIS 22ND DAY OF APRIL, 2008 AT 10:30 A.M.



COMMISSIONER BOB WILLIS
PRESIDING OFFICIAL

ATTEST



BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2007\APR 22.REGULAR.2008.wpd

REVISIONS
AMENDMENT CHANGES BY FUND

#2008-12

COPY

FUND DESCRIPTION	INCREASE/DECREASE
051 AGING	.00
093 CO CLERK RECORDS MGMT FUND	.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED:

Ray Kelly

RAY KELLY

John P. Thompson

JOHN P. THOMPSON
COUNTY AUDITOR
COUNTY JUDGE

04/07/2008 13:35:36

REPORT OF GENERAL LEDGER AMENDMENTS

GE1122 PAGE

1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 051-645-315	OFFICE SUPPLIES	04/07/2008	2X8R12	1,504.13	2,254.13	750.00	PER REVISION REQUEST SM/SD	SD
2008 051-645-333	RAW FOOD	04/07/2008	2X8R12	50,135.20	49,385.20	750.00	PER REVISION REQUEST SM/SD	SD
2008 051-645-333	RAW FOOD	04/07/2008	2X8R12	49,385.20	49,085.20	300.00	PER REVISION REQUEST SM/SD	SD
2008 051-645-343	PAPER FOOD GOODS/S	04/07/2008	2X8R12	12,864.00	13,164.00	300.00	PER REVISION REQUEST SM/SD	SD
EXPENSE SUMMARY - AGING DEPT				TOTAL AMENDMENTS	4 TOTAL CHANGES	.00		
2008 093-403-410	RECORDS ARCHIVE RE	04/07/2008	2X8R12	36,475.00	35,153.00	1,322.00	PER REVISION REQUEST SM/SD	SD
2008 093-403-420	PRESERVATION-VITAL	04/07/2008	2X8R12	5,000.00	1,994.00	3,006.00	PER REVISION REQUEST SM/SD	SD
2008 093-403-572	EQUIPMENT/COMPUTER	04/07/2008	2X8R12	10,000.00	11,322.00	1,322.00	PER REVISION REQUEST SM/SD	SD
2008 093-403-572	EQUIPMENT/COMPUTER	04/07/2008	2X8R12	11,322.00	14,328.00	3,006.00	PER REVISION REQUEST SM/SD	SD
TOTAL AMENDMENTS				4 TOTAL CHANGES	4 TOTAL CHANGES	.00		

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
015 ROAD & BRIDGE ADM	71,557.50

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Ray Stelly
John P. Thompson

#2008-12(a)

04/25/2008 08:31:02

REPORT OF GENERAL LEDGER AMENDMENTS

GE122 PAGE

1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDMT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 015-621-575	CAPITAL OUTLAY-BRI	04/23/2008	2K8A12	.00	54,500.00	54,500.00	BID 2008-17 APP 1/8/08	SD
2008 015-621-575	CAPITAL OUTLAY-BRI	04/23/2008	2K8A12	54,500.00	65,961.50	11,461.50	BID 2008-12 APP 1/22/08	SD
2008 015-621-575	CAPITAL OUTLAY-BRI	04/23/2008	2K8A12	65,961.50	69,591.50	3,630.00	KLOTZ ASSOC INV 1207053	SD
	PRECINCT #1 - EXPENSE SUMMARY		TOTAL AMENDMENTS	3	TOTAL CHANGES	69,591.50		
2008 015-623-575	CAPITAL OUTLAY-BRI	04/23/2008	2K8A12	31,452.00	33,718.00	2,266.00	KLOTZ & ASSOC INV 807110	SD
2008 015-623-575	CAPITAL OUTLAY-BRI	04/25/2008	2K8A12	33,718.00	33,418.00	300.00-	CORRECTION	SD
	TOTAL AMENDMENTS		2	TOTAL CHANGES		1,966.00		

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	2,000,000.00
	TOTAL OF ALL FUNDS	2,000,000.00

ACH 199

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

Asst.

RAY STELLY
COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON
COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

ACH 200

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	2,080.37
185 CCAP - JUVENILE PROBATION	779.13

TOTAL OF ALL FUNDS	2,859.50

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

RAY STELLY

Asst. COUNTY AUDITOR

Stephane Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	28,845.54
015	ROAD & BRIDGE ADM	6,527.46
027	SECURITY	210.10
051	AGING	601.52
101	ADULT SUPERVISION	4,264.58
185	CCAP - JUVENILE PROBATION	2,074.04
TOTAL OF ALL FUNDS		42,523.24

ACIF 201

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

RAY STELLY
Asst. COUNTY AUDITOR Stephanie Dale

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,746.24
015	ROAD & BRIDGE ADM	1,526.66
027	SECURITY	49.14
051	AGING	140.68
101	ADULT SUPERVISION	997.34
185	CCAP - JUVENILE PROBATION	485.06
TOTAL OF ALL FUNDS		9,945.12

ACH 202

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

RAY STELLY

Asst. COUNTY AUDITOR

Stephanie Dole

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

ACH 203

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	20,401.48
015	ROAD & BRIDGE ADM	3,959.16
027	SECURITY	98.96
051	AGING	197.09
101	ADULT SUPERVISION	2,979.86
185	CCAP - JUVENILE PROBATION	1,452.85
TOTAL OF ALL FUNDS		29,089.40

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

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	171,008.59
015	ROAD & BRIDGE ADM	39,098.75
027	SECURITY	1,286.58
051	AGING	3,938.69
101	ADULT SUPERVISION	23,981.51
185	CCAP - JUVENILE PROBATION	11,827.09
TOTAL OF ALL FUNDS		251,141.21

ACH 204

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

RAY STELLY

Asst. COUNTY AUDITOR

Stephanie DeLu

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,552.70
015	ROAD & BRIDGE ADM	418.45

	TOTAL OF ALL FUNDS	2,971.15

ACH 205

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

RAY STELLY
Asst. COUNTY AUDITOR Stephanie Dale

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,550.53
015 ROAD & BRIDGE ADM	720.00
027 SECURITY	60.00
185 CCAP - JUVENILE PROBATION	22.50

TOTAL OF ALL FUNDS	3,353.03

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

RAY STELLY

Asst.

COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	25,062.61
011	HOTEL OCCUPANCY TAX FUND	1,129.66
013	JP JUSTICE COURT TECHNOLOGY	69.95
015	ROAD & BRIDGE ADM	54,689.03
027	SECURITY	66.88
051	AGING	6.96
TOTAL OF ALL FUNDS		81,025.09

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

ASST
 RAY STELLY
 COUNTY AUDITOR *Margie N. Anderson*
 JOHN P. THOMPSON
 COUNTY JUDGE *John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	82,614.00
TOTAL OF ALL FUNDS	82,614.00

ACH 206

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

Asst

RAY STELLY

COUNTY AUDITOR

Orange N. Simpson

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

Ach 207

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	867,853.11
TOTAL OF ALL FUNDS		867,853.11

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

RAY STELLY
 Ass. COUNTY AUDITOR *Debra Delle*

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	20,224.33

TOTAL OF ALL FUNDS	20,224.33

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

RAY STELLY

Asst. COUNTY AUDITOR

Stephanie Dale

JOHN P. THOMPSON

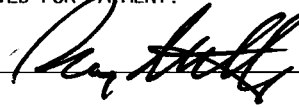
COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
035	GRANT FUND	8,250.00
	TOTAL OF ALL FUNDS	8,250.00

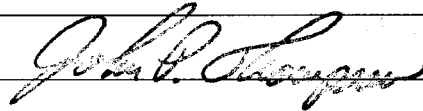
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH 208

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	107,933.03

TOTAL OF ALL FUNDS	107,933.03

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

RAY STELLY

Asst

COUNTY AUDITOR

Chargin N. Anderson

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

ACH 209

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	377,153.00
TOTAL OF ALL FUNDS	377,153.00

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

RAY STELLY
Asst. COUNTY AUDITOR Stephanie Dale

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,061.50

TOTAL OF ALL FUNDS	2,061.50

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie N. Climb

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	97,301.85
015	ROAD & BRIDGE ADM	2,161.19
027	SECURITY	80.00
040	LAW LIBRARY FUND	50.50
051	AGING	769.06
093	CO CLERK RECORDS MGMT FUND	114.00
TOTAL OF ALL FUNDS		100,476.60

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

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

FUND DESCRIPTION	DISBURSEMENTS
035 GRANT FUND	6,002.80

TOTAL OF ALL FUNDS	6,002.80

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

Asst. RAY STELLY
COUNTY AUDITOR Charles W. Simpson

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	313,861.87
015	ROAD & BRIDGE ADM	69,741.17
019	JUDICIAL CENTER CONSTRUCTION F	44,255.61
051	AGING	1,660.69
088	JUDICIARY FUND	892.10
090	DRUG FORFEITURE FUND	75.00
093	CO CLERK RECORDS MGMT FUND	5,466.00
TOTAL OF ALL FUNDS		435,952.44

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie K. Ciminatti

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	16,058.36

TOTAL OF ALL FUNDS	16,058.36

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

RAY STELLY

Asst

COUNTY AUDITOR

Chargen Cimentz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

VOL. 54 PAGE 598

ADDENDUM
SCHEDULE OF BILLS
APRIL 22, 2008

COPY

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
JOHN DEERE GOV. & NATL. SALES	JOHN DEERE 6330	R&B#2	015-622-573	\$ 44,751.00
PHILPOTT MOTORS	VEHICLES	SHERIFF DEPT	010-560-573	\$ 37,456.00
TOTAL				\$ 82,207.00

John B. Sawyer

FILE

April 9, 2008 - April 22, 2008

COPY

NO	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	LINDA JANET GILES	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$23,544.98	RESIGNATION EFFECTIVE 04/01/2008
(2)	BETTY J. BURKS	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	REGULAR FULL-TIME	14/01 \$23,544.98	RESIGNATION EFFECTIVE 04/11/2008
(3)	CANDACE M. BROWN	DISTRICT CLERK	105 DEPUTY CLERK	REGULAR PART-TIME	12/(02) \$10.53/HR	RESIGNATION EFFECTIVE 04/18/2008
(4)	GARRY GLENN FAULCONER	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR-POOL (-900)	14/(01) \$11.32/HR	RESIGNATION EFFECTIVE 04/11/2008
(5)	JIMMY WAYNE BURNETT	R&B PCT. #1	113 ROAD & BRIDGE MAINTENANCE WORKER	REGULAR FULL-TIME	12/01 \$21,381.15	NEW HIRE EFFECTIVE 04/28/2008
(6)	MELISSA LYNN GATES	VETERANS SERVICE	1043 TELECOMMUNICATIONS OPERATOR	LABOR-POOL (-900)	14/(01) \$11.32/HR	TRANSFER TO VETERANS SERVICE, #1242, ASST. VETERAN SERVICES OFFICER, 14/01, \$23,544.98/YR EFFECTIVE 04/28/2008
(7)	JENNIFER JEAN LEAHY	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	LABOR-POOL (-900)	14/(01) \$11.32/HR	NEW HIRE EFFECTIVE 04/28/2008
(8)						
(9)						
(10)						
(11)						
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(20)						
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COPY

**INTERLOCAL AGREEMENT
BETWEEN**

**GOODRICH INDEPENDENT SCHOOL DISTRICT
AND
THE COUNTY OF POLK**

WHEREAS, the County of Polk ("the County"), in compliance with the requirements of 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, Goodrich Independent School 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 Run-off 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 of 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 until tabulation on election night.
- D. Local Entity shall be responsible for tabulation of all hand counted ballots not specifically agreed under Section C. and security of those ballots all at times.
- E. Local Entity will transport any equipment provided by the County to Local Entity's Polling Place and 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: Sherry Mitchell

Mailing Address: P. O. Box 789

City, State and Zip Code: Goodrich, TX 77335

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: Goodrich Independent School District

Printed Name: Brenda Bennett

Date: April 17, 2008

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: April 17, 2008

By: Brenda Bennett
Printed Name: Brenda Bennett, Vice President

POLK COUNTY

By: John P. Thompson
JOHN P. THOMPSON, County Judge

Date: April 22, 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: 4-22-08

Barbara Middleton
BARBARA MIDDLETON, County Clerk

5(G.)

REIMBURSEMENT RESOLUTION
CAPITAL OUTLAY PURCHASES
APRIL 22, 2008
FY 2008

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COMPANY NAME	DISCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT	COURT DATE
BOUNDS AUTOPLEX	SALES TAX REFUND	DIST ATTY	010-475-573	\$ (1,436.42)	2/12/2008
DAVID SELF FORD INC	VEHICLE	MAINT CUST	010-510-573	\$ 20,425.00	11/27/2007
DAVIS & BROWN CONST	CULVERT REPLACEMENT	R&B#1	015-621-575	\$ 11,400.50	11/27/2007
HENDRIX MACHINERY LLC	EQUIPMENT	R&B#1	015-621-57	\$ 54,500.00	1/8/2008
KLOTZ & ASSOCIATES INC	ENGINEERS	R&B#3	015-623-575	\$ (300.00)	
VERIZON WIRELESS	BROADBAND	SHERIFF DEPT	010-503-573	\$ 389.32	10/9/2007
TOTAL				<u>\$ 85,039.40</u>	

COPY

RESOLUTION OF ACCEPTANCE OF DEDICATION OF ROAD AND RIGHT-OF-WAY FROM GARLAND TRUST

WHEREAS, the above and foregoing Dedication of Public Interest in Road or Right-of-Way, from Garland Trust, having been duly presented to the Commissioners Court of Polk County, Texas; and

WHEREAS, it would be in the best interest of Polk County, and the citizens thereof, to accept said dedication; and

WHEREAS, acceptance of said dedication would acquire a public interest by dedication in said road and right-of-way as of the 22nd day of April, 2008 a.d.

THEREFORE, Be It Resolved, that the undersigned members of the Commissioners Court of Polk County, Texas, acting pursuant to authority vested in said Court, does hereby accept the above and foregoing Dedication of Public Interest in Road or right-of-way on behalf of and as the act and deed of Polk County, Texas.

IT IS FURTHER Resolved and Ordered that the original Dedication, and this Resolution and Order of Acceptance of said Dedication, be filed in the Deed Records of Polk County, Texas, and in the Minutes of the Commissioners Court of said county, as public evidence of the said dedication and acceptance by way of this Order.

Read and Adopted this 22nd day of April, 200~~8~~^X8

[Signature]
Commissioner, Precinct #1

Absent
County Judge
[Signature]
Commissioner, Precinct #2

Absent
Commissioner, Precinct #3

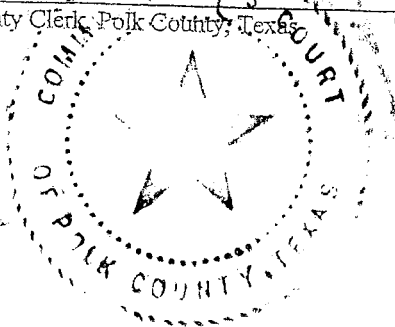
[Signature]
Commissioner, Precinct #4

ATTEST:

[Signature]
County Clerk, Polk County, Texas

FILED FOR RECORD
2008 APR 25 AM 10:10

[Signature]
POLK COUNTY CLERK



State of Texas }
County of Polk }
I, BARBARA MIDDLETON hereby certify that this Instrument was FILED in the file number sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records in Volume and Page of the named RECORDS of Polk County, Texas as stamped hereon by me.

APR 25 2008



[Signature]
COUNTY CLERK
POLK COUNTY, TEXAS

DEDICATION OF PUBLIC INTEREST IN ROAD OR RIGHT-OF-WAY

STATE OF TEXAS §
 §
COUNTY OF POLK §

TO THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

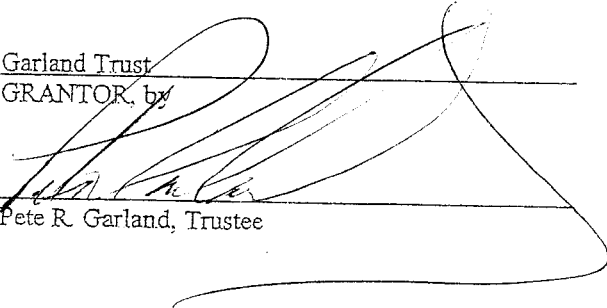
Date:

GRANTOR: Garland Trust

GRANTOR'S MAILING ADDRESS:

PROPERTY DESCRIPTION: Described on Attached Exhibit A.

GRANTOR, the owner of the real property described herein in Exhibit A, pursuant to Texas Transportation Code, §281.001, et seq., has granted and dedicated and does hereby grant and dedicate to the County of Polk, for public use as a road and right-of-way situated the described property for the purpose of access and travel, over, through and across same by the public in general, but for no other purpose, a road right-of-way, said road and right-of-way being the eighty feet (80) wide tract on the South side of the centerline described in Exhibit A, being a total right-of-way width of eighty feet (80) according to the description or route of the road and right-of-way described herein. Grantor acknowledges that an irrevocable public interest in the road and right-of-way will be acquired by Commissioners Court's acceptance hereof and recording of same in the minutes of said Court and the Deed Records of Polk County. Grantor hereby waives personal and written notice of the said Commissioner's Court action with respect to this Dedication.

Garland Trust
GRANTOR, by

Pete R. Garland, Trustee

ACKNOWLEDGMENT

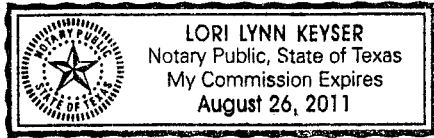
STATE OF TEXAS

§
§
§

COUNTY OF POLK

BEFORE ME, the undersigned authority, on this date personally appeared Pete R. Garland, Trustee, 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 expressed, and in the capacity stated.

Given under my hand and seal of office on this 28th day of March, 2008



Lori Lynn Keyser
Notary Public, State of Texas

Being a 100 ft. wide strip of land (10.940 acres) situated in the State of Texas, County of Polk, a part of the A. M. De LaJarza Survey, A-43, and the I & G. N. R. R. Survey, A-668, for road easement purposes over and across the 818.622 acres described in deed to Garland Trust recorded in Volume 1276, Page 917 of the Polk County Official Records, and lying twenty (20) ft. on the northerly side and eighty (80) ft. on the southerly side of the line described by metes and bounds as follows:

Beginning at the intersection of the herein described line with the southwest line of said Garland Trust 818.622 acres, same being the northeast right of way line of F.M. Highway No. 356, said point bears S 57° 10' 57" E 1,874.30 ft. from a 1/2" iron rod found marking the most western southwest corner of said 818.622 acre tract;

Thence along the centerline of the herein described centerline as follows:

N 29° 03' 41" E 611.38 ft.,

N 24° 26' 15" E 504.29 ft.,

N 48° 15' 31" E 581.66 ft., crossing the common survey line, leaving the De LaJarza Survey and entering said I. & G. N. R. R. Survey, A-668, and continuing along the herein described line,

N 77° 13' 21" E 739.87 ft.,

N 78° 53' 58" E 317.96 ft.,

N 84° 59' 33" E 770.28 ft.,

N 84° 18' 43" E 449.67 ft.,

S 81° 21' 37" E 212.90 ft.,

S 84° 07' 12" E 307.00 ft. and

N 75° 37' 06" E 271.47 ft. to the intersection of the herein described line with the common line between said Garland Trust 818.622 acres and the 14.904 acres described in deed to Polk County, Texas, recorded in Volume 618, Page 533 of said Official Records marking the terminal point of the herein described line, said point bears N 03° 33' 28" W 307.35 ft. along said common line from a concrete monument found marking the south common corner between said tracts and containing within these rights of way 10.940 acres.

Between

SAN JACINTO COUNTY, TEXAS

And

THE POLK COUNTY WASTE MANAGEMENT CENTER

For Landfill Services

WHEREAS the Polk County Commissioner's Court owns the Polk County Waste Management Center of Polk County, Texas and Santek Environmental of Texas, LLC operates a Type I Sanitary Landfill at the Center, located 3.5 miles west of Leggett, Texas under the Texas Natural Resource Commission Permit #1384, issued January 12, 1983 and

WHEREAS it is the stated desire of Polk County and Santek Environmental of Texas, LLC to provide these facilities and services, especially to other governmental entities through the provisions of the Interlocal Governmental Act, then...

THEREFORE, let it be known that SAN JACINTO COUNTY, TEXAS represented by the County Judge and Commissioner's Court, herein referred to as "CUSTOMER," desires to enter into an agreement with POLK COUNTY and SANTEK, herein referred to as "COUNTY REPRESENTATIVE," for landfill services under the following terms and conditions:

SECTION 1. BASIC CONTRACTUAL AGREEMENT

BEGINNING on or before March 1, 2008, and continuing for a period of 67 months from this date, CUSTOMER agrees to bring COUNTY REPRESENTATIVE all of CUSTOMERS waste. After a period of 30 months, CUSTOMER and COUNTY REPRESENTATIVE may review the terms and conditions of this contract to address any issues.

SECTION 2. STIPULATION OF RATES

Based on the term of agreement identified in SECTION 1 above, the CUSTOMER is eligible for a volume discount rate of \$5.89 per cubic yard, inclusive of current applicable State Fees, and subject to the following provisions:

- A. CUSTOMER and COUNTY REPRESENTATIVE agree that the stated rate identified in Section 2 is inclusive of any and all State Fees applicable to the disposal of

solid waste as of the date of this agreement. CUSTOMER and COUNTY REPRESENTATIVE agree and understand that should any State Fees be increased or any other governmental fees become applicable to the disposal/processing/and or treatment of solid waste subject to this agreement, subsequent to the effective date of this agreement, those fees will be passed through to the CUSTOMER as applicable.

B. CUSTOMER agrees that the rates stipulated in this SECTION are applicable only to waste processed at the CUSTOMER'S solid waste collection stations and will not apply should the CUSTOMER process its waste through a transfer station.

C. CUSTOMER agrees and understands that the COUNTY REPRESENTATIVE may, based on its cost of operations, increase the stated volume discount rate pertaining to the following schedule of rate increases. The CUSTOMER agrees that during the term of this agreement the CUSTOMER will reimburse the COUNTY REPRESENTATIVE for its proportionate share of any increased expenditures required by federal, state or local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the date of this agreement. The COUNTY REPRESENTATIVE shall adjust the rate as of the listed schedule to reflect increases in the Consumer Price Index (new series)(the "United States City Average All Items For All Urban Consumers CPI-U, 1982-84=100"), as issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index"). The adjusted rate shall be established for the year following each July 1st by multiplying each component of the rate by a fraction, the numerator of which is the Price Index for the last full calendar month preceding the most recent anniversary date, and the denominator of which is the Price Index for the last full calendar month preceding the Commencement Date. If publication of the Price Index is subsequently discontinued, the parties shall thereafter accept comparable statistics on the cost of living increases for the United States as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties. In this event, or in the event that the Price Index is no longer published annually for the last full calendar month preceding the Commencement Date, there shall be made a method of computation herein provided such revisions as the circumstances may require to carry out the intent of this Section 2.

Schedule of rate increases:

March 1, 2008 – February 28, 2009: \$5.89 Cubic Yard

July 1, 2009 and each anniversary date thereafter on July 1st of each concurrent year, a CPI adjustment shall be made until the end of this agreement.

SECTION 3. TERMS OF PAYMENT

CUSTOMER understands and agrees that the COUNTY REPRESENTATIVE shall bill the CUSTOMER for landfill services/capacity by the 10th of each month following the prior month's services, and payment is expected by the end of that same month. Payment not received

on or before the last day of the billing month will be subject to a 1.5% (one and one half per cent) late payment penalty to be assessed and payable on the subsequent month's statement. The CUSTOMER further understands and agrees that such late payment penalty shall be compounded each month thereafter for up to 90 days, and if full payment is not received at the end of the 90 days, CUSTOMER shall be subject to the default provisions of the agreement.

SECTION 4. LANDFILL FACILITY ACCESS AND SERVICE AVAILABILITY

COUNTY REPRESENTATIVE agrees to make the landfill facility and services available to the CUSTOMER five days a week, Monday through Friday, 7:30 a.m. to 4:00 p.m. and on Saturdays from 8:00 a.m. to 11:00 a.m., with the exception of the following official holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These hours are subject to change in relation to the permit and or contractual agreement with POLK COUNTY. COUNTY REPRESENTATIVE will agree to open the landfill on days other than regular operating days in case of emergency and when special conditions/circumstances dictate the opening, and on request of the CUSTOMER. A rate of \$500.00 per day, plus regular agreement fees will be required by the COUNTY REPRESENTATIVE for these exceptions.

SECTION 5. ACCEPTANCE OF WASTE DISPOSAL AT LANDFILL SITE

COUNTY REPRESENTATIVE agrees to receive the CUSTOMER'S vehicles and assist in discharging the waste onto the working face of the disposal area, without undue delay, and to insure a speedy turn around for the vehicle making the delivery. CUSTOMER understands and agrees to fully comply with all rules, regulations and laws governing solid waste, as imposed on said entities and their facilities by the State of Texas or Federal Government that may have authority over the control and management of solid waste as authorized by law. Any waste declared "unauthorized," by State or Federal laws, and not appropriate for disposal in a Type I Landfill, shall not be delivered to the facility by CUSTOMER for processing or disposal. CUSTOMER understands that Subtitle D of the Resources Conservation and Reclamation Act of 1976, requires facility personnel to conduct random waste screenings. CUSTOMER agrees that in the event that unacceptable waste is discovered in the CUSTOMER'S load at the time of discharge, the CUSTOMER'S official representative will be notified immediately, and the CUSTOMER shall be responsible for the removal of said unauthorized waste to an appropriate facility. However, the CUSTOMER may at the CUSTOMER'S option request the COUNTY REPRESENTATIVE to remove said unauthorized waste to an appropriate facility, with all costs associated with said removal/ processing and disposal of said unauthorized waste to be executed at the complete and total expense of the CUSTOMER.

SECTION 6. TERM AND TERMINATION OF AGREEMENT

This agreement shall commence on March 1, 2008. The initial term of this agreement shall be from the commencement date of this agreement through September 30, 2013.

Either party shall have the right to terminate this agreement upon thirty (30) day's prior written notice to the other party in the event of a material breach by such other party. In the event such a breach has not been cured within such 30-day period, all rights and obligations hereunder shall terminate, except the payment obligations under Sections 2 & 3, that are then outstanding and except as otherwise provided by this agreement. In addition, this agreement shall be subject to cancellation in the event that any regulatory authority having jurisdiction over the landfill closes the facility or the landfill operations agreement between COUNTY REPRESENTATIVE and POLK COUNTY is terminated.

SECTION 7. RENEWAL/NONRENEWAL OF AGREEMENT

Both parties agree that 90 days prior to the appropriate expiration date of this agreement, either party may notify the other party of its intent not to renew this agreement.

SECTION 8. CONTRACT ASSIGNABILITY

The CUSTOMER expressly understands that this agreement shall not be assignable or transferable to another party, without the full knowledge of, and prior approval of the COUNTY REPRESENTATIVE, which approval (a) shall not unreasonably be withheld, and (b) if approval cannot be reasonably withheld by the COUNTY REPRESENTATIVE, approval shall be timely given.

SECTION 9. RESOLUTION OF DISPUTES

Both Parties agree that this agreement exists for the mutual benefit of both Parties, and as such a bond of trust exists between both Parties to extent said mutual benefit exists between both Parties. In the event of any misunderstanding, disagreement or dispute between the CUSTOMER and the COUNTY REPRESENTATIVE, both Parties agree to enter into discussions to resolve said misunderstandings, disagreements or disputes. COUNTY REPRESENTATIVE and CUSTOMER agrees to consider any and all just requests of the other Party, and when possible, agree to seek solutions of mutual benefit without the incurring of any undue or extraordinary expenses by either Party.

SECTION 10. CONTRACT PERFORMABILITY

The obligations and undertakings of each of the parties to this agreement shall be performable in Polk County, Texas.

Agreed to and accepted this 22nd day of April, 2008.

FOR SAN JACINTO COUNTY
(CUSTOMER)

Fritz Faulkner
Hon. Fritz Faulkner
County Judge

Attest:

Angelia Steele
County Clerk
San Jacinto County

FOR POLK COUNTY
(COUNTY)

John P. Thompson
Hon. John P. Thompson
County Judge

Attest:

Barbara Middleton
County Clerk
Polk County



REPRESENTATIVE FOR POLK
COUNTY

Santek Environmental of Texas, LLC.

