



POLK COUNTY COMMISSIONERS COURT

May 13, 2008

Polk County Courthouse, 3rd floor

10:00 A.M.

2008-051

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 PREVIOUS AGENDA)**

- A. 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 22, 2008 (*Special Session*) and April 22, 2008 (*Regular Session*).
- 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. RECEIVE COUNTY AUDITOR'S MONTHLY REPORT.
- G. RECEIVE COUNTY TREASURER'S FY2008 2ND QUARTER REPORT (JAN-FEB-MAR).
- H. CONSIDER APPROVAL OF FLOOD DAMAGE PREVENTION ORDER, AS SUBMITTED BY THE EMERGENCY MANAGEMENT COORDINATOR AND RELATING TO POLK COUNTY'S PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP).
- I. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR POSTMORTEM EXAMINATIONS.

- J. CONSIDER APPROVAL OF RESOLUTION AUTHORIZING THE COUNTY JUDGE TO EXECUTE A LETTER OF WAIVER FOR PAYMENT IN LIEU OF TAXES (PILOT) TO THE HOUSING AUTHORITY OF THE CITY OF LIVINGSTON.
- K. CONSIDER REQUEST FROM PCT. 1 CONSTABLE TO APPOINT DANIEL ADAMS AS A DEPUTY CONSTABLE AND APPROVE RELATED BOND.
- L. CONSIDER APPROVAL OF RESOLUTIONS PERTAINING TO PROPERTY ACQUISITION FOR JAIL EXPANSION PROJECT, TO INCLUDE HIRING OF APPRAISER, RATIFYING PURCHASE OF TRACT 2, ACQUISITION OF TRACT 6 AND CONDEMNATION OF TRACT 7.
- M. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT. 2) LOT 146, CANYON PARK # 4, CAUSE NO. T04-389.
- N. CONSIDER APPROVAL OF AGING SERVICES REQUEST FOR CONTRACT OF PURCHASE FOR SERV-TRACKER SOFTWARE FROM ACCESSIBLE SOLUTIONS.

- 5(A) CONSIDER ANY/ALL NECESSARY ACTION REGARDING BIDS FOR THE 2006 FLOOD DISASTER RELIEF GRANT PROJECT ORCA CONTRACT NO. 727147; "CONSTRUCTION OF ROADWAY AND DRAINAGE IMPROVEMENTS FOR SWICK TRAIL IN BIG THICKET LAKE ESTATES".
- 6. CONSIDER APPROVAL TO PURCHASE PROPERTY (50 ACRE ROCK PIT IN STRYKER AREA, PCT. 3) AND DETERMINE METHOD OF FUNDING.
- 7. CONSIDER APPROVAL OF TEMPORARY LEASE AGREEMENT FOR PROPERTY TO BE CONSIDERED FOR PURCHASE-PCT. 3 ROCK PIT.
- 8. CONSIDER CONSTABLE PCT. 2 REQUEST FOR USE OF SURPLUS SHERRIFF'S DEPARTMENT VEHICLE, WITH DISCUSSION OF PROVISION OF ADDITIONAL VEHICLES TO CONSTABLE DEPARTMENTS.
- 9. CONSIDER APPROVAL OF ORDER DECLARING SURPLUS/SALVAGE PROPERTY TO BE SOLD AT PUBLIC AUCTION AND SETTING DATE/TIME/LOCATION OF SAID AUCTION; TO INCLUDE SALVAGE MATERIAL FROM BUILDING DEMOLITION AT JUDICIAL CENTER SITE, WOODEN PALLETS, CONCRETE PICNIC TABLES, METAL AWNINGS/PAVILLION AND VARIOUS OTHER MATERIALS.

RECESS

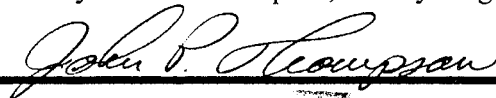
EXECUTIVE SESSION; As authorized by the Texas Open Meetings Act, as amended; Government Code §§ 551.072 .

- Deliberations about Real Property-Jail Expansion

RECONVENE INTO OPEN SESSION

ADJOURN

By: John P. Thompson, County Judge

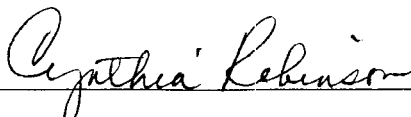



Posted: Thursday, May 8, 2008

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, May 8, 2008 and that said Notice remained so posted continuously for at least 2 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

FILED FOR RECORD
2008 MAY -8 PM 3:07

BARBARA MIDDLETON, COUNTY CLERK

BY:  (Deputy)


COUNTY CLERK, POLK CO.



May 13, 2008
Regular Session - 10:00 a.m.

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

ADDENDUM to Posting # 2008-051

Pursuant to Chapter 551 of the Texas Government Code, the following will serve to amend the Agenda of the Commissioners Court Regular Session scheduled for May 13, 2008 at 10:00 A.M.

AMEND TO ADD:

5. (O) **CONSIDER APPROVAL OF REVISED INTERLOCAL AGREEMENT WITH JASPER COUNTY FOR HOUSING OF POLK COUNTY INMATES.**
- (P) **CONSIDER PCT.1 REQUEST FOR APPROVAL OF PROPOSAL FOR ENGINEERING SERVICES FOR EVALUATION AND REPAIR OF HILLBILLY HEAVEN ROAD WITH EAST TEXAS ENGINEERS, INC.**

Commissioners Court of Polk County, Texas

Dated: Friday, May 9, 2008

By: John P. Thompson, County Judge

John P. Thompson

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum in the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Friday, May 9, 2008 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY *Andrea Schmidt*, Deputy

FILED FOR RECORD

2008 MAY -9 AM 3: 38

Barbara Middleton
COUNTY CLERK, POLK CO.

**COMMISSIONERS COURT
AGENDA POSTING #2008 - 051**

BE IT REMEMBERED ON THIS THE 13TH DAY OF MAY, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;

HONORABLE 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 LARRY SHINE OF PINE FOREST BAPTIST CHURCH.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY SHEP GREEN.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. JUDGE DARRELL LONGINO INFORMED COURT THAT REGIONAL DETCOG COUNTIES
HAVE PLEDGED TO MATCH GRANT APPLICATION FOR DEPARTMENT OF STATE HEALTH
SERVICES FOR \$2.35 MILLION TO OPERATE A REGIONAL CRISIS INTERVENTION CENTER
BASED IN ANGELINA COUNTY. DETCOG WAS NOTIFIED MAY 12, 2008 OF GRANT
APPROVAL.
 - B. JOHN SANDERS PRESENTED APRIL JAIL REPORT, NOTING SHERIFF AT JAIL CONFERENCE.
 - C. BARBARA MIDDLETON, COUNTY CLERK, REPORTED ON LIVINGSTON CITY AND SCHOOL
ELECTION STATING ALL WENT WELL.

OLD BUSINESS

4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO TABLE "CONSIDER
APPROVAL OF ORDER AWARDING CONTRACT/AGREEMENT FOR CONSTRUCTION MANAGER
AT RISK FOR JAIL EXPANSION PROJECT."
ALL VOTING YES.

CONSENT AGENDA

5. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO DELETE ITEM N & K, PULL
ITEM P FOR DISCUSSION AND APPROVE CONSENT AGENDA AS FOLLOWS:
 - A. APPROVE MINUTES OF PREVIOUS MEETINGS: APRIL 22, 2008 (SPECIAL SESSION) AND
APRIL 22, 2008 (REGULAR SESSION)
 - B. APPROVAL OF BUDGET REVISIONS #2008-013, AS PRESENTED BY THE COUNTY AUDITOR.
(SEE ATTACHED)
 - C. APPROVAL OF BUDGET AMENDMENTS #2008-013(a), AS SUBMITTED AND REVIEWED BY
COURT APPOINTED COMMITTEE. (SEE ATTACHED)

D. APPROVE SCHEDULE OF BILLS. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
4/17/08	2,859.50	ACH 210
4/17/08	42,705.02	ACH 211
4/17/08	9,987.62	ACH 212
4/17/08	29,119.51	ACH 213
4/17/08	253,356.16	ACH 214
4/17/08	2,707.69	ACH 215
4/17/08	2,893.69	210739-210744
4/18/08	6,900.26	210745-210781
4/22/08	114,749.57	ACH 216
4/22/08	82,207.00	210782-210783
4/24/08	6,002.80	109-110
4/24/08	9,485.74	210784-210787
4/24/08	147,173.66	210788
4/25/08	38,817.18	210789-210835
4/28/08	10,000.00	210836
4/29/08	167,847.72	ACH 217
4/29/08	259.10	210837
4/29/08	26,333.26	210838
5/01/08	14,647.42	210839-210844
5/02/08	2,859.50	ACH 218
5/02/08	42,609.64	ACH 219
5/02/08	9,965.30	ACH 220
5/02/08	29,202.26	ACH 221
5/02/08	252,543.87	ACH 222
5/02/08	2,865.92	ACH 223
5/02/08	17,049.29	210845-210879
5/02/08	2,693.69	210880-210884
5/05/08	248.50	210885
5/06/08	817,267.29	ACH 224
5/06/08	54.95	210886
5/06/08	387,036.29	210887-211094
5/07/08	280.00	211095
TOTAL	2,532,729.40	

- E. APPROVE PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. RECEIVE COUNTY AUDITOR'S MONTHLY REPORT.
- G. RECEIVE COUNTY TREASURER'S FY2008 2ND QUARTER REPORT (JAN-FEB-MAR).
(SEE ATTACHED)
- H. APPROVAL OF FLOOD DAMAGE PREVENTION ORDER, AS SUBMITTED BY THE EMERGENCY MANAGEMENT COORDINATOR. (SEE ATTACHED)
- I. APPROVE INTERLOCAL AGREEMENT WITH HARRIS COUNTY FOR POSTMORTEM EXAMINATIONS. (SEE ATTACHED)
- J. APPROVE RESOLUTION AUTHORIZING THE COUNTY JUDGE TO EXECUTE A LETTER OF WAIVER FOR PAYMENT IN LIEU OF TAXES (PILOT) TO THE HOUSING AUTHORITY OF THE CITY OF LIVINGSTON. (SEE ATTACHED)
- L. APPROVAL OF RESOLUTIONS PERTAINING TO PROPERTY ACQUISITION FOR JAIL EXPANSION PROJECT, TO INCLUDE HIRING OF APPRAISER, RATIFYING PURCHASE OF TRACT 2, ACQUISITION OF TRACT 6 AND CONDEMNATION OF TRACT 7.
(SEE ATTACHED)
- M. APPROVE OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT.2) LOT 146, CANYON PARK #4, CAUSE NO. T04-389.
- O. APPROVAL OF REVISED INTERLOCAL AGREEMENT WITH JASPER COUNTY FOR HOUSING

- 5A. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT TO RE-BID FOR THE 2006 FLOOD DISASTER RELIEF GRANT PROJECT ORCA CONTRACT NO. 727147; "CONSTRUCTION OF ROADWAY AND DRAINAGE IMPROVEMENTS FOR SWICK TRAIL IN BIG THICKET LAKE ESTATES".
ALL VOTING YES.
6. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, APPROVAL TO PURCHASE PROPERTY (50 ACRE ROCK PIT IN STRYKER AREA, PCT.3) AND METHOD OF FUNDING TO BE INCLUDED ON REIMBURSEMENT RESOLUTION FOR GENERAL DEBT AND AUTHORIZING COUNTY JUDGE TO SIGN DOCUMENTS.
ALL VOTING YES.
7. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE TEMPORARY LEASE AGREEMENT FOR PROPERTY TO BE CONSIDERED FOR PURCHASE-PCT.3 ROCK PIT.
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO MAKE NO CHANGES TO POLICY FOR PROVIDING ONE COUNTY VEHICLE TO EACH CONSTABLE OFFICE.
ALL VOTING YES.
9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY BOB WILLIS, TO APPROVE ORDER DECLARING SURPLUS/SALVAGE PROPERTY TO BE SOLD AT PUBLIC AUCTION AND SETTING DATE/TIME/LOCATION OF SAID AUCTION; TO INCLUDE SALVAGE MATERIAL FROM BUILDING DEMOLITION AT JUDICIAL CENTER SITE, WOODEN PALLETS, CONCRETE PICNIC TABLES, METAL AWNINGS/PAVILLION, PCT 4 TRUCK, PCT 1 DUMP TRUCK, MISCELLANEOUS SALVAGE METAL FROM PCT 2 & PCT 4.
ALL VOTING YES. (SEE ATTACHED)
5. MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO TABLE ITEM P OF CONSENT AGENDA; "CONSIDER PCT.1 REQUEST FOR APPROVAL OF PROPOSAL FOR ENGINEERING SERVICES FOR EVALUATION AND REPAIR OF HILLBILLY HEAVEN ROAD WITH EAST TEXAS ENGINEERS, INC".
ALL VOTING YES.

REVISITED #9 TO DISCUSS DATE AND TIME OF AUCTION.

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO AMEND MOTION NOTING ALL PREVIOUSLY DECLARED SURPLUS PROPERTY BE ADDED TO AUCTION BY MAY 16, 2008 WITH AUCTION BEING HELD BY RENEE BATES ONLINE VIA THE INTERNET.
ALL VOTING YES.

RECESSED REGULAR SESSION AT 10:22 A.M. FOR EXECUTIVE SESSION.

CONVENED INTO EXECUTIVE SESSION AT 10:34 A.M.

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

DELIBERATIONS ABOUT REAL PROPERTY-JAIL EXPANSION

EXECUTIVE SESSION ENDED AT 10:49 A.M.

RE-CONVENED INTO REGULAR SESSION

ADJOURN:
MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, TO ADJOURN COURT THIS 13TH
DAY OF MAY, 2008 AT 10:50 A.M.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2008\MAY 13.2008.wpd

REVIEWED
AMENDMENT CHANGES BY FUND

2008-13

FUND DESCRIPTION

INCREASE/DECREASE

010 GENERAL FUND

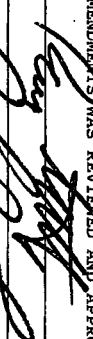
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015 ROAD & BRIDGE ADM

.00

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE



04/21/2008 16:52:26

REPORT OF GENERAL LEDGER AMENDMENTS

CELL25 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMDT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 010-512-333	GROCERIES	04/12/2008	2XBR13	125,637.50	123,340.23	2,297.27	PER REVISION	SD
2008 010-512-334	PAPER/SUNDRY SUPPL	04/12/2008	2XBR13	13,822.06	16,119.33	2,297.27	PER REVISION	SD
2008 015-624-490	MISCELLANEOUS	04/17/2008	2XBR13	613,072.17	70,811.66	542,260.51	OPERATING REVISION	SD
2008 015-624-315	OFFICE SUPPLIES	04/17/2008	2XBR13	.00	6,500.00	6,500.00	OPERATING REVISION	SD
2008 015-624-330	FUEL/OIL	04/17/2008	2XBR13	.00	850.00	850.00	OPERATING REVISION	SD
2008 015-624-337	MATERIAL/SUPPLIES	04/17/2008	2XBR13	.00	110,000.00	110,000.00	OPERATING REVISION	SD
2008 015-624-338	CULVERTS	04/17/2008	2XBR13	.00	6,575.00	6,575.00	OPERATING REVISION	SD
2008 015-624-339	CONSTRUCTION CONTR	04/17/2008	2XBR13	.00	24,500.00	24,500.00	OPERATING REVISION	SD
2008 015-624-354	TIRES/TUBES	04/17/2008	2XBR13	.00	250,783.70	250,783.70	OPERATING REVISION	SD
2008 015-624-420	TELEPHONE	04/17/2008	2XBR13	.00	15,500.00	15,500.00	OPERATING REVISION	SD
2008 015-624-423	MOBIL PHONE/PAGERS	04/17/2008	2XBR13	.00	1,450.00	1,450.00	OPERATING REVISION	SD
2008 015-624-427	TRAVEL/TRAINING	04/17/2008	2XBR13	.00	2,000.00	2,000.00	OPERATING REVISION	SD
2008 015-624-440	ELECTRICITY	04/17/2008	2XBR13	.00	5,000.00	5,000.00	OPERATING REVISION	SD
2008 015-624-442	WATER	04/17/2008	2XBR13	.00	4,000.00	4,000.00	OPERATING REVISION	SD
2008 015-624-456	PARTS & REPAIRS	04/17/2008	2XBR13	.00	600.00	600.00	OPERATING REVISION	SD
2008 015-624-461	EQUIPMENT RENTAL	04/17/2008	2XBR13	.00	103,436.66	103,436.66	OPERATING REVISION	SD
2008 015-624-463	TOWER RENT	04/17/2008	2XBR13	.00	10,567.15	10,567.15	OPERATING REVISION	SD
2008 015-623-490	MISCELLANEOUS	04/17/2008	2XBR13	335,585.84	495.00	335,090.84	OPERATING REVISION	SD
2008 015-623-315	OFFICE SUPPLIES	04/17/2008	2XBR13	.00	2,175.00	2,175.00	OPERATING REVISION	SD
2008 015-623-330	FUEL/OIL	04/17/2008	2XBR13	.00	1,400.00	1,400.00	OPERATING REVISION	SD
2008 015-623-337	MATERIAL/SUPPLIES	04/17/2008	2XBR13	.00	107,505.84	107,505.84	OPERATING REVISION	SD
2008 015-623-338	CULVERTS	04/17/2008	2XBR13	.00	6,500.00	6,500.00	OPERATING REVISION	SD
2008 015-623-339	CONSTRUCTION CONTR	04/17/2008	2XBR13	.00	1,000.00	1,000.00	OPERATING REVISION	SD
2008 015-623-354	TIRES/TUBES	04/17/2008	2XBR13	.00	95,000.00	95,000.00	OPERATING REVISION	SD
2008 015-623-420	TELEPHONE	04/17/2008	2XBR13	.00	9,000.00	9,000.00	OPERATING REVISION	SD
2008 015-623-423	MOBIL PHONE/PAGERS	04/17/2008	2XBR13	.00	5,700.00	5,700.00	OPERATING REVISION	SD
2008 015-623-427	TRAVEL/TRAINING	04/17/2008	2XBR13	.00	5,600.00	5,600.00	OPERATING REVISION	SD
2008 015-623-440	ELECTRICITY	04/17/2008	2XBR13	.00	2,500.00	2,500.00	OPERATING REVISION	SD
2008 015-623-441	GAS/HEAT	04/17/2008	2XBR13	.00	6,900.00	6,900.00	OPERATING REVISION	SD
2008 015-623-442	WATER	04/17/2008	2XBR13	.00	630.00	630.00	OPERATING REVISION	SD
2008 015-623-456	PARTS & REPAIRS	04/17/2008	2XBR13	.00	1,180.00	1,180.00	OPERATING REVISION	SD
2008 015-623-463	TOWER RENT	04/17/2008	2XBR13	.00	90,000.00	90,000.00	OPERATING REVISION	SD
2008 015-622-490	MISCELLANEOUS	04/17/2008	2XBR13	591,181.51	495.00	591,676.51	OPERATING REVISION	SD
2008 015-622-300	UNIFORMS	04/17/2008	2XBR13	.00	20,000.00	20,000.00	OPERATING REVISION	SD
2008 015-622-315	OFFICE SUPPLIES	04/17/2008	2XBR13	.00	2,500.00	2,500.00	OPERATING REVISION	SD
2008 015-622-330	FUEL/OIL	04/17/2008	2XBR13	.00	2,470.00	2,470.00	OPERATING REVISION	SD
2008 015-622-337	MATERIAL/SUPPLIES	04/17/2008	2XBR13	.00	70,000.00	70,000.00	OPERATING REVISION	SD
2008 015-622-338	CULVERTS	04/17/2008	2XBR13	.00	22,150.00	22,150.00	OPERATING REVISION	SD
2008 015-622-339	CONSTRUCTION CONTR	04/17/2008	2XBR13	.00	32,000.00	32,000.00	OPERATING REVISION	SD
2008 015-622-354	TIRES/TUBES	04/17/2008	2XBR13	.00	349,116.51	349,116.51	OPERATING REVISION	SD
2008 015-622-420	TELEPHONE	04/17/2008	2XBR13	.00	10,000.00	10,000.00	OPERATING REVISION	SD
2008 015-622-423	MOBIL PHONE/PAGERS	04/17/2008	2XBR13	.00	3,000.00	3,000.00	OPERATING REVISION	SD
2008 015-622-427	TRAVEL/TRAINING	04/17/2008	2XBR13	.00	3,500.00	3,500.00	OPERATING REVISION	SD
2008 015-622-440	ELECTRICITY	04/17/2008	2XBR13	.00	2,700.00	2,700.00	OPERATING REVISION	SD
2008 015-622-442	WATER	04/17/2008	2XBR13	.00	250.00	250.00	OPERATING REVISION	SD
2008 015-622-456	PARTS & REPAIR	04/17/2008	2XBR13	.00	70,000.00	70,000.00	OPERATING REVISION	SD
2008 015-621-490	MISCELLANEOUS	04/17/2008	2XBR13	581,484.14	495.00	581,979.14	OPERATING REVISION	SD
2008 015-621-315	OFFICE SUPPLIES	04/17/2008	2XBR13	.00	50,000.00	50,000.00	OPERATING REVISION	SD
2008 015-621-330	FUEL/OIL	04/17/2008	2XBR13	.00	6,200.00	6,200.00	OPERATING REVISION	SD
2008 015-621-337	MATERIAL/SUPPLIES	04/17/2008	2XBR13	.00	1,500.00	1,500.00	OPERATING REVISION	SD
2008 015-621-338	CULVERTS	04/17/2008	2XBR13	.00	70,000.00	70,000.00	OPERATING REVISION	SD
2008 015-621-337	MATERIAL/SUPPLIES	04/17/2008	2XBR13	.00	20,000.00	20,000.00	OPERATING REVISION	SD
2008 015-621-338	CULVERTS	04/17/2008	2XBR13	.00	7,000.00	7,000.00	OPERATING REVISION	SD

04/21/2008 16:52:26

REPORT OF GENERAL LEDGER AMENDMENTS

GE1125 PAGE 2

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 015-621-339	CONSTRUCTION CONTR	04/17/2008	2K8R13	.00	363,184.14	363,184.14	OPERATING REVISION	SD
2008 015-621-354	TIRES/TUBES	04/17/2008	2K8R13	.00	15,000.00	15,000.00	OPERATING REVISION	SD
2008 015-621-420	TELEPHONE	04/17/2008	2K8R13	.00	2,500.00	2,500.00	OPERATING REVISION	SD
2008 015-621-423	MOBIL. PHONE/PAGERS	04/17/2008	2K8R13	.00	2,000.00	2,000.00	OPERATING REVISION	SD
2008 015-621-427	TRAVEL/TRAINING	04/17/2008	2K8R13	.00	1,500.00	1,500.00	OPERATING REVISION	SD
2008 015-621-440	ELECTRICITY	04/17/2008	2K8R13	.00	3,500.00	3,500.00	OPERATING REVISION	SD
2008 015-621-441	GAS/HEAT	04/17/2008	2K8R13	.00	1,000.00	1,000.00	OPERATING REVISION	SD
2008 015-621-442	WATER	04/17/2008	2K8R13	.00	600.00	600.00	OPERATING REVISION	SD
2008 015-621-456	PARTS & REPAIR	04/17/2008	2K8R13	.00	32,000.00	32,000.00	OPERATING REVISION	SD
2008 015-621-451	EQUIPMENT RENTAL	04/17/2008	2K8R13	.00	5,000.00	5,000.00	OPERATING REVISION	SD
2008 015-621-463	TOWER RENT	04/17/2008	2K8R13	.00	500.00	500.00	OPERATING REVISION	SD
2008 010-475-573	CAPITAL OUTLAYS	04/21/2008	2K8R13	24,624.60	23,188.18	1,436.42-	RECORD EXP FROM REFUND OF T	SD
2008 010-475-490	MISCELLANEOUS	04/21/2008	2K8R13	8,448.90	9,885.32	1,436.42	RECORD EXP FROM REFUND OF T	SD
2008 010-475-573	CAPITAL OUTLAYS	04/21/2008	2K8R13	23,188.18	23,087.88	100.30-	BOUNDS REFUND REG FEES	SD
2008 010-475-490	MISCELLANEOUS	04/21/2008	2K8R13	9,885.32	9,985.62	100.30	BOUNDS REFUND OF REG FEES	SD
			TOTAL AMENDMENTS	70	TOTAL CHANGES	.00		

Polk County
 by: Stephanie Dale
 Assistant Auditor

Budget Amendment
 2K8A13
 FY08

#2008-13 (a)

April 22, 2008

Fund Account	Account Name	Increase	Decrease	Comments	Budget	Budget
010-342-600 010-551-330	Insurance Claims Furnished Transportation	4,028.19 4,028.19		Constable 1 Auto Accident Canal Ins Constable 1 Auto Accident Canal Ins	-14,728.48 6,258.31	-18,756.67 10,286.50
010-342-600 010-552-330	Insurance Callms Furnished Transportation	7,961.49 7,961.49		Constable 2 Auto Accident Constable 2 Auto Accident	-18,756.67 5,000.00	-26,718.16 12,961.49
010-342-600 010-552-330	Insurance Claims Furnished Transportation	490.00 490.00		con. 2 towing & storage fee reimb con. 2 towing & storage fee reimb	-26,718.16 12,961.49	-27,208.16 13,451.49
010- Fund Balance 010-511-573	Capital Outlay		22.00	amendment for capital outlay budget	23,957.00	23,979.00

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

ACH 210

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

RAY STELLY

Asst

COUNTY AUDITOR

Barqu Naimontz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	29,048.50
015 ROAD & BRIDGE ADM	6,454.54
027 SECURITY	217.78
051 AGING	617.82
101 ADULT SUPERVISION	4,292.34
185 CCAP - JUVENILE PROBATION	2,074.04

TOTAL OF ALL FUNDS	42,705.02

ACH 2/1

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

RAY STELLY

ASSA

COUNTY AUDITOR

Charge N. Ciomara

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,793.74
015	ROAD & BRIDGE ADM	1,509.56
027	SECURITY	50.94
051	AGING	144.48
101	ADULT SUPERVISION	1,003.84
185	CCAP - JUVENILE PROBATION	485.06
TOTAL OF ALL FUNDS		9,987.62

ACIT 2/2

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

RAY STELLY
COUNTY AUDITOR *Assf* Chargie N. Unsworth

JOHN P. THOMPSON
COUNTY JUDGE John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	20,451.66
015	ROAD & BRIDGE ADM	3,901.29
027	SECURITY	104.71
051	AGING	212.60
101	ADULT SUPERVISION	3,001.21
185	CCAP - JUVENILE PROBATION	1,448.04
TOTAL OF ALL FUNDS		29,119.51

ACH 213

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

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

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	172,959.13
015	ROAD & BRIDGE ADM	38,917.79
027	SECURITY	1,333.63
051	AGING	4,035.39
101	ADULT SUPERVISION	24,278.31
185	CCAP - JUVENILE PROBATION	11,831.91
TOTAL OF ALL FUNDS		253,356.16

ACT 214

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

RAY STELLY
 ASST COUNTY AUDITOR Chargie N. Anagnost
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,552.70
015 ROAD & BRIDGE ADM	154.99

TOTAL OF ALL FUNDS	2,707.69

ACH 215

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

RAY STELLY
Asst COUNTY AUDITOR Chargie W. Cisewski
 JOHN P. THOMPSON
 COUNTY JUDGE John P. Thompson

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 632

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,091.19
015	ROAD & BRIDGE ADM	720.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	22.50
TOTAL OF ALL FUNDS		2,893.69

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

RAY STELLY

Assl

COUNTY AUDITOR

Margie N. Aumont

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

4-12

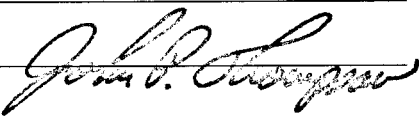
FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6,455.25
015 ROAD & BRIDGE ADM	445.01

TOTAL OF ALL FUNDS	6,900.26

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	77,742.52
015	ROAD & BRIDGE ADM	17,378.27
027	SECURITY	560.83
051	AGING	1,610.71
101	ADULT SUPERVISION	11,892.52
185	CCAP - JUVENILE PROBATION	5,564.72
TOTAL OF ALL FUNDS		114,749.57

ACIT 216

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

RAY STELLY

Aset COUNTY AUDITOR *Chargen Cimontz*

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

4.22

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	37,456.00
015	ROAD & BRIDGE ADM	44,751.00
TOTAL OF ALL FUNDS		82,207.00

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

Ass.

RAY STELLY

COUNTY AUDITOR

Margie K. Crismon

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

41.24

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.

RAY STELLY
 COUNTY AUDITOR *Chargi W. Williams*

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

SCHEDULE OF BILLS BY FUND

4-24

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,085.35
015	ROAD & BRIDGE ADM	1,511.92
027	SECURITY	17.66
051	AGING	127.70
185	CCAP - JUVENILE PROBATION	743.11
TOTAL OF ALL FUNDS		9,485.74


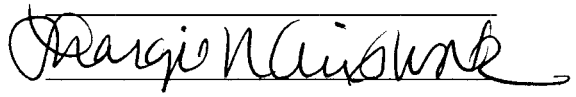
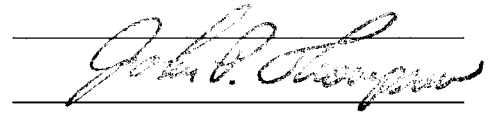
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY
 COUNTY AUDITOR *[Signature]*
 JOHN P. THOMPSON
 COUNTY JUDGE *[Signature]*

4-24

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	114,951.53
015	ROAD & BRIDGE ADM	23,807.57
027	SECURITY	562.53
051	AGING	1,687.59
185	CCAP - JUVENILE PROBATION	6,164.44
TOTAL OF ALL FUNDS		147,173.66

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

41-25

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,981.39
015	ROAD & BRIDGE ADM	657.98
019	JUDICIAL CENTER CONSTRUCTION F	30,000.00
051	AGING	177.81
TOTAL OF ALL FUNDS		38,817.18

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

RAY STELLY

Asst.

COUNTY AUDITOR

Marjorie A. Ainsworth

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

4-23

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	10,000.00
	TOTAL OF ALL FUNDS	----- 10,000.00

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

RAY STELLY

Asst. COUNTY AUDITOR

Deborah Dole

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	2,985.00
088 JUDICIARY FUND	164,862.72

TOTAL OF ALL FUNDS	167,847.72

ACTH 217

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

Ass

RAY STELLY

COUNTY AUDITOR

George N. Almonats

JOHN P. THOMPSON

COUNTY JUDGE

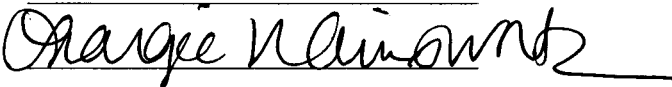
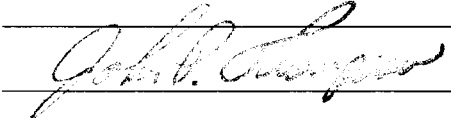
John P. Thompson

SCHEDULE OF BILLS BY FUND

4-29

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	174.40
015	ROAD & BRIDGE ADM	84.70
	TOTAL OF ALL FUNDS	259.10

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

4.89

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	194.50
088 JUDICIARY FUND	26,138.76

TOTAL OF ALL FUNDS	26,333.26

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie A. Ciment

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

5-1

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

Asst

COUNTY AUDITOR

Harold W. Ciesnowski

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

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

ACH 2/18

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie N. Anderson

JOHN P. THOMPSON

COUNTY JUDGE

J. P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,027.52
015	ROAD & BRIDGE ADM	6,400.32
027	SECURITY	219.48
051	AGING	625.12
101	ADULT SUPERVISION	4,287.96
185	CCAP - JUVENILE PROBATION	2,049.24
TOTAL OF ALL FUNDS		42,609.64

ACH#219

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

RAY STELLY

ASST

COUNTY AUDITOR

Rargie N. Aronowicz

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	6,788.80
015	ROAD & BRIDGE ADM	1,496.90
027	SECURITY	51.34
051	AGING	146.20
101	ADULT SUPERVISION	1,002.80
185	CCAP - JUVENILE PROBATION	479.26
TOTAL OF ALL FUNDS		9,965.30

ACH 220

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

Asst

RAY STELLY
 COUNTY AUDITOR *Chargie W. Aronson*

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	20,546.56
015	ROAD & BRIDGE ADM	3,795.23
027	SECURITY	105.99
051	AGING	214.68
101	ADULT SUPERVISION	2,997.39
185	CCAP - JUVENILE PROBATION	1,542.41
TOTAL OF ALL FUNDS		29,202.26

ALFZZI

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

RAY STELLY

Asst

COUNTY AUDITOR

Raige R. Amount

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	172,718.77
015	ROAD & BRIDGE ADM	38,705.72
027	SECURITY	1,344.09
051	AGING	4,083.59
101	ADULT SUPERVISION	24,124.87
185	CCAP - JUVENILE PROBATION	11,566.83
TOTAL OF ALL FUNDS		252,543.87

AC 222

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

RAY STELLY

Asst

COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

Act 223

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,765.93
015	ROAD & BRIDGE ADM	99.99
TOTAL OF ALL FUNDS		2,865.92

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie W. Ciomara

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	15,027.46
013 JP JUSTICE COURT TECHNOLOGY	69.95
015 ROAD & BRIDGE ADM	1,351.22
027 SECURITY	27.00
051 AGING	573.66

TOTAL OF ALL FUNDS	17,049.29

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

RAY STELLY

Aset

COUNTY AUDITOR

Charles W. Anderson

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

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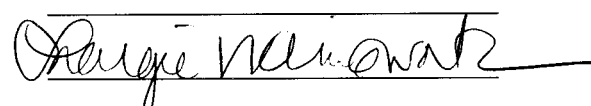
FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	1,891.19
015	ROAD & BRIDGE ADM	720.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	22.50
TOTAL OF ALL FUNDS		2,693.69

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

Asst.

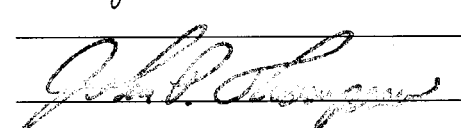
RAY STELLY

COUNTY AUDITOR



JOHN P. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

5.5

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	248.50

TOTAL OF ALL FUNDS	248.50

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

RAY STELLY

Asst.

COUNTY AUDITOR

Marjorie K. Cline

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

ACH 224

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	817,267.29
TOTAL OF ALL FUNDS	817,267.29

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

[Signature]
RAY STELLY
COUNTY AUDITOR

[Signature]

JOHN P. THOMPSON
COUNTY JUDGE

[Signature]

CG COPY

SCHEDULE OF BILLS BY FUND

5.4

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	54.95

TOTAL OF ALL FUNDS	54.95

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

RAY STELLY

Ray Stelly

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

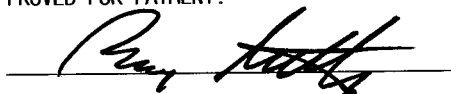
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5-4

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	206,814.62
013	JP JUSTICE COURT TECHNOLOGY	974.94
015	ROAD & BRIDGE ADM	145,765.23
019	JUDICIAL CENTER CONSTRUCTION F	3,950.00
020	CONSTRUCTION FUND	6,900.00
027	SECURITY	2,500.00
040	LAW LIBRARY FUND	1,089.24
051	AGING	3,878.51
088	JUDICIARY FUND	1,141.50
090	DRUG FORFEITURE FUND	2,871.90
093	CO CLERK RECORDS MGMT FUND	6,197.99
094	COUNTY RECORDS MGMT FUND	4,952.36
TOTAL OF ALL FUNDS		387,036.29

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

5-9

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	280.00

TOTAL OF ALL FUNDS	280.00

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

RAY STELLY
 Ass. COUNTY AUDITOR Stephanie DeLe

JOHN P. THOMPSON _____

COUNTY JUDGE John P. Thompson

COPY

April 23, 2008 - May 13, 2008

#5 (E)

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	DAMON L. MORRIS	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$23,544.98	RESIGNED EFFECTIVE 04/17/2008
(2)	STEPHEN H. BLALOCK	R&B PCT. #3	108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	16/03 \$27,251.33	RESIGNED EFFECTIVE 04/29/2008
(3)	MYEA SHARRETTE JENKINS	JAIL	1055 CORRECTIONS OFFICER	LABOR-POOL (-900)	14/01 \$11.32/HR	DISMISSAL EFFECTIVE 04/24/2008
(4)	MATTHEW GLENN PARRISH	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$23,544.98	EMERGENCY NEW HIRE EFFECTIVE 05/08/2008
(5)	DONALD HILL	R&B PCT. #1	110 FOREMAN II	REGULAR FULL-TIME	22/04 \$37,384.88	DISMISSAL EFFECTIVE 05/07/2008
(6)	VANESSA ERIN SHORES	JP#4	102 SECRETARY I	REGULAR FULL-TIME	12/01 \$21,381.15	MERIT INCREASE TO 12/02, \$21,895.33 EFFECTIVE 04/28/2008
(7)	DAVID E. BUTCHER	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$23,544.98	RE-HIRE EFFECTIVE 05/14/2008
(8)	DAWN Y. BARTEE-JOHNSON	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	14/01 \$23,544.98	TRANSFER TO SHERIFF, #1043, TELECOMM OPERATOR, 14/01, \$23,544.98 EFFECTIVE 05/14/2008
(9)	DELLA R. STEPHENS	SHERIFF	1043 TELCOMMUNICATIONS OPERATOR	REGULAR FULL-TIME	14/02 \$24,123.42	RESIGNATION EFFECTIVE 05/01/2008
(10)	JOSEPH BRENT FOSTER	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	22/01 \$34,749.73	MERIT INCREASE TO 22/02, \$35,606.69 EFFECTIVE 04/28/2008
(11)	RAYMOND LOFTON, JR.	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	22/01 \$34,749.73	MERIT INCREASE TO 22/02, \$35,606.69 EFFECTIVE 04/28/2008
(12)	GLENN A. EDWARDS	SHERIFF	1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	20/01 \$31,536.13	MERIT INCREASE TO 20/02, \$32,307.39 EFFECTIVE 04/28/2008
(13)	RANDLE ALBERT TURNER	SHERIFF	1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	20/01 \$31,536.13	MERIT INCREASE TO 20/02, \$32,307.39 EFFECTIVE 04/28/2008
(14)	WILLIAM EDGAR JERRY	SHERIFF	1035 DETECTIVE	REGULAR FULL-TIME	22/01 \$34,749.73	RECLASSIFY & MERIT INCREASE TO #1036, SERGEANT, 22/02, \$35,606.69 EFFECTIVE 04/28/2008
(15)	CHRISTOPHER PAUL LIMA	SHERIFF	1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	20/01 \$31,536.13	MERIT INCREASE TO 20/02, \$32,307.39 EFFECTIVE 04/28/2008
(16)	LEE E. ROGERS	SHERIFF	1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL-TIME	20/01 \$31,536.13	MERIT INCREASE TO 20/02, \$32,307.39 EFFECTIVE 04/28/2008
(17)	ROBERT WILLIAM THOMAS	SHERIFF	1036 SERGEANT	REGULAR FULL-TIME	22/01 \$34,749.73	MERIT INCREASE TO 22/02, \$35,606.69 EFFECTIVE 04/28/2008
(18)						
(19)						
(20)						
(21)						

Handwritten initials/signature

POLK COUNTY TREASURER 2ND QUARTER REPORT FOR THE MONTHS OF JAN - FEB - MAR 2008

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	END BAL	INVESTMENT	BALANCE
GENERAL	(325,203.72)	9,472,203.77	10,086,434.85	(919,434.80)	7,017,961.45	6,098,426.65
HOTEL TAX	23,901.34	8,508.36	15,903.88	16,506.02		16,506.02
JCTF	108,051.22	8,524.25	653.37	117,722.10		117,722.10
ROAD & BRIDGE	(53,226.41)	5,789,788.24	5,651,639.29	84,932.54	2,986,873.13	3,083,805.67
LATERAL RD	95,989.61		90,000.00		286,359.24	272,347.85
JUDICIAL CENTER CONSTR		10,009,205.36	10,007,849.58	5,989.61	10,046,808.45	10,046,162.25
GENERAL CONSTRUCTION	7,603.13	10,104,995.20	10,091,424.62	1,356.80	18,759,139.52	18,780,313.23
JP SECURITY	10,186.78	1,896.30		12,182.08		12,182.08
SECURITY	(7,758.00)	36,867.16	19,443.56	9,465.60		9,465.60
ENVY SERVICE	133,026.36	31,609.69	133,026.36	31,609.69		31,609.69
HURRICANE RITA REIMS	2,726.27			2,726.27		2,726.27
LAW LIBRARY	12,633.07	3,790.00	3,233.26	13,199.81	31,963.10	45,152.81
D A SPECIAL	1,110.98	10,984.01	12,811.95	(736.96)		(736.96)
D A HOT CHECK	(7,547.97)	13,700.12	9,809.53	(3,457.36)		(3,457.36)
AGING	(12,957.09)	151,704.04	59,320.68	79,426.27		79,426.27
SHERIFF COMMISSARY	10,214.11	2,888.74	4,549.51	8,553.34		8,553.34
DEBT SERVICE	410,039.53	3,898,649.13	4,096,080.24	212,597.42	2,357,554.57	2,570,151.99
DEBT SVC-ENV SVC					741,174.94	741,174.94
JUDICIARY	150,408.77	200,264.73	150,187.90	200,475.60		200,475.60
SO CONTRABAND	48,443.50	14,573.00	4,375.00	59,641.50		59,641.50
DA CONTRABAND	23,380.36	2,938.20	5,291.94	21,026.62	99,946.80	120,973.42
OTER SEIZURES PEND	4,593.73			4,593.73		4,593.73
DRG SEIZURE PEND					148,059.00	148,059.00
RAP	103,707.61	39,771.78	71,814.07	71,665.33		71,665.33
CC RECORDS MGMT	2,870.00	3,869.50	7,427.71	(688.21)		(688.21)
DC RECORDS MGMT	3,667.50	1,217.50		4,885.00		4,885.00
PROBATION	23,878.08	396,060.02	403,485.37	16,252.73		16,252.73
TOTAL	789,337.76	40,203,888.13	40,904,572.47	68,653.42	42,467,737.20	42,536,390.62
JURY FUND	6,692.00	2,236.00	2,232.00	6,698.00		6,698.00
CREDIT CARDS JP	3,898.50	76,841.60	77,878.40	2,861.70		2,861.70
CC EMERG MGMT	2,870.00		2,870.00			
CC COUNTY CLERK	461.53	4,632.50	4,812.03	282.00		282.00
JP#3		145,315.80	145,315.80			
HISTORICAL COMMISSION	3,228.31	5,439.84	1,283.05	7,405.10	394,873.34	402,278.44
GRANT FUNDS		117,501.00	117,501.00			
PAYROLL		1,542,238.89	1,542,238.89			
PERMANENT SCHOOL	3,106.54	14.19	14.71	3,106.02	380,236.32	383,342.34
AVAILABLE SCHOOL	3,860.56	21.56	3.16	3,878.96	102,799.94	106,678.92
FED EQUITABLE SHARE	3,221.12			3,221.12		3,221.12
GRAND TOTAL	793,807.34	42,101,001.51	42,798,702.51	96,106.34	43,345,646.80	43,441,753.14

COPY

I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

 COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME
 THIS 28th DAY OF APRIL, 2009

 PEGGY TYSON



#5(H.)

COPY

60.3 (b)

FLOOD DAMAGE PREVENTION ORDER

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Commissioners Court of Polk County, Texas, does ordain as follows:

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Polk County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this order to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this order uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging and other development, which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this order shall be interpreted to give them the meaning they have in common usage and to give this order its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is

characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE - means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD - means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) - The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL - means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse

under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING - means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY - means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD HAZARD BOUNDARY MAP (FHBM) - means an official map of a community, issued by the Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) - see *Flood Elevation Study*

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning orders, subdivision regulations, building codes, health regulations, special purpose orders (such as a floodplain order, grading order and erosion control order) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate

flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY - see *Regulatory Floodway*

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to

contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of

streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently tow able by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

RIVERINE - means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA - see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or

exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDER APPLIES

The order shall apply to all areas of special flood hazard with the jurisdiction of Polk County.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM), Community Number, 480526, dated March 1, 1991

FHBM, and any revisions thereto are hereby adopted by reference and declared to be a part of this order.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this order.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this order and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This order is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this order and another order, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this order, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this order is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This order does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This order shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this order or any administrative decision lawfully made hereunder.

ARTICLE 4**ADMINISTRATION****SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR**

The Permits/Inspections Supervisor is hereby appointed the Floodplain Administrator to administer and implement the provisions of this order and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this order.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this order.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

SECTION C. PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures; ***must be at least 12 inches above base flood elevation***

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Article 5, Section B (2);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

(e) Maintain a record of all such information in accordance with Article 4, Section (B) (1).

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this order and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

SECTION D. VARIANCE PROCEDURES

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this order.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this order.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the

State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this order.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this order, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this order (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or orders.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated **at least twelve (12) inches** above the base flood elevation.

A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C (1) a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated **at least twelve (12) inches** above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes -

(a) Require that all manufactured homes to be placed within Zone A on a community's FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated **at least twelve (12) inches** above base flood elevation and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated **at least twelve (12) inches** above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is elevated **at least twelve (12) inches** above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this order.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this order.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this order.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. SEVERABILITY

If any section, clause, sentence, or phrase of this Order is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Order.

SECTION E. UTILITY COMPANIES

In order to assure that permits are obtained before Construction begins, all utility companies must require proof that a permit has been issued by the Flood Plain Administrator before any utility connection may be made.

SECTION F. PENALTIES FOR NON COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of

conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation, and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered as a separate offense. Nothing herein contained shall prevent Polk County from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION G. REPEALING ALL PREVIOUS ORDERS IN CONFLICT

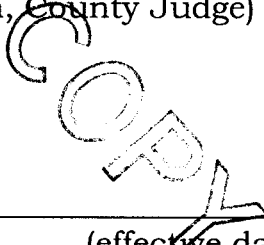
All orders. Previously entered by Polk County which are in Conflict with this order are hereby expressly repealed.

SECTION H. CERTIFICATION OF ADOPTION

APPROVED: _____
(John P. Thompson, County Judge)

PASSED: _____
(adoption date)

ORDER BECOMES EFFECTIVE: _____
(effective date)



I, the undersigned, Barbara Middleton, do hereby certify that the above is a true and correct copy of an order duly adopted by the Polk County Commissioners Court, at a regular meeting duly convened on _____.

Signature of Certifying Official

{SEAL}

#5(I)

INTERLOCAL AGREEMENT
FOR PERFORMANCE OF POSTMORTEM EXAMINATIONS
BY HARRIS COUNTY MEDICAL EXAMINER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (the "Agreement") is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act) and chapter 49 of the Texas Code of Criminal Procedure, and entered into by and between **Harris County**, acting by and through its governing body, the Harris County Commissioners Court, and **Polk County** (the "Requesting County"), acting by and through its governing body, the Polk County Commissioners Court.

RECITALS:

Pursuant to article 49.25 of the Texas Code of Criminal Procedure, Harris County has established and maintains the Office of Medical Examiner;

The Requesting County does not have a medical examiner, and a justice of the peace is required to conduct an inquest into the death of a person who dies in the county under certain circumstances;

If the justice of the peace determines that a postmortem examination is necessary, the justice of the peace may order that a postmortem examination of the body be performed by a physician; and

The Requesting County desires to obtain the services of the Office of the Harris County Medical Examiner (the "Medical Examiner") to perform postmortem examinations on persons who died in the Requesting County and to provide sworn testimony in connection with any inquest by a justice of the peace or any criminal investigation or prosecution conducted by a prosecuting attorney.

NOW, THEREFORE, Harris County and the Requesting County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.
TERM

The term of this Agreement shall begin on June 1, 2008 and end on May 31, 2010, unless terminated in accordance with the provisions contained herein.

II. SERVICES

A. Postmortem Examinations. Postmortem examinations will be performed by the Medical Examiner pursuant to chapter 49 of the Texas Code of Criminal Procedure at the Joseph A. Jachimczyk Forensic Center ("Forensic Center") in Houston, Texas. In those cases where a complete autopsy is deemed unnecessary by the Medical Examiner to ascertain the cause and manner of death, the Medical Examiner may perform an external examination of the body, which may include taking x-rays of the body and extracting bodily fluids for laboratory analysis.

1. *Written Request.* When a justice of the peace in the Requesting County determines pursuant to article 49.10 of the Code of Criminal Procedure, that a postmortem examination is necessary on the body of a deceased person who died within their jurisdiction, the justice of the peace may request that the Medical Examiner perform an autopsy. Each request for a postmortem examination shall be in writing, accompanied by an order signed by the justice of the peace. However, the Medical Examiner shall have the discretion to decline any specific request for autopsy and instead perform an external examination of the body.
2. *Written Records.* The following records shall accompany the body: (1) the completed form titled "Harris County Medical Examiner Out of County Investigator's Report" (attached hereto and incorporated herein); (2) the entire police report, including scene photographs and; (3) all relevant medical records, including hospital admission and emergency room records, if applicable. Failure to provide all necessary records may result in the Medical Examiner refusing to accept the body for a postmortem examination.
3. *Body Bag.* Each body transported to the Medical Examiner for a postmortem examination must be enclosed inside a zippered body bag. The body bag shall have the deceased's name affixed to the outside.

B. Laboratory Analyses. The Medical Examiner shall conduct a postmortem toxicological analysis, if appropriate, and any other tests considered necessary to assist in determining the cause and manner of death and identification.

C. Testimony. Medical Examiner personnel performing services pursuant to this agreement shall appear as reasonably necessary to provide testimony in a criminal case before a district court of the Requesting County. The Requesting County agrees to use its best efforts to schedule the testimony of the Medical Examiner's personnel in such a manner to cause the least amount of disruption in their work schedule.

D. Reports. Within a reasonable time after the completion of a postmortem examination, the Medical Examiner will provide a written copy of the autopsy report to the justice of the peace who requested the autopsy.

E. Transportation. The Requesting County shall have the sole responsibility for transporting the deceased to the Forensic Center. Upon notification by the Medical Examiner that the autopsy

has been completed, the Requesting County shall make arrangements for the deceased to be transported immediately to a funeral home.

F. Training. The Medical Examiner will conduct an annual training seminar at the Forensic Center in Houston for justices of the peace, their court personnel and other criminal justice officials, including investigators.

G. No Interment. Harris County shall have no responsibility for burying the remains of the deceased. Consistent with TEX. HEALTH & SAFETY CODE ANN. § 711.002(e), the Requesting County shall have sole responsibility for interment of the body.

III.

CONSIDERATION FOR SERVICES

A. Autopsy Fees. In consideration for the services provided by the Medical Examiner, the Requesting County agrees to pay Harris County all costs and expenses associated with performing the autopsy in accordance with the following schedule:

- (a) Standard Autopsy Examination \$2,250 per body
- (b) External Examination \$1,000 per body

B. Special Tests. In addition to the autopsy fee, the Requesting County agrees to pay Harris County for any special tests requested by the Requesting County or deemed appropriate by the Medical Examiner, that are performed by the Harris County Forensic Laboratory or an independent laboratory. These additional charges may include DNA analyses, GSR analysis and trace evidence collection, if required, in accordance with the Fee Schedule attached hereto and incorporated herein as Exhibit "A."

C. Testimony. The Requesting County shall additionally pay Harris County for the time spent by the Medical Examiner's pathologists, the Chief Toxicologist, or other personnel providing sworn testimony in connection with a postmortem examination requested by the Requesting County. Testimony fee are in accordance with the Harris County Medical Examiner's Fee Schedule, attached hereto and incorporated herein. These rates shall apply also to pretrial preparation, attendance at pretrial conferences, travel time and any time spent waiting to provide testimony.

D. Storage of Bodies. The Requesting County shall pay Harris County the additional sum of Forty Five Dollars (\$45) per day for each body that remains at the Forensic Center beyond forty-eight hours after notification by the Medical Examiner that the body is ready to be released to the Requesting County. **This provision shall survive termination of this Agreement and shall apply to any bodies currently remaining at the Forensic Center.**

E. Invoice. By the next business day following the first ten (10) days of the subsequent calendar month, Harris County agrees to submit to the Requesting County an invoice requesting payment for the services performed under this Agreement and the final report completed during the preceding calendar month. Such invoice shall include the total number of autopsies performed, the dates the autopsies were performed, and the total amount due for the services performed. The Requesting County shall pay the total amount of the invoice within thirty (30) days of the

date of receipt of the invoice by the Requesting County. If the Requesting County fails to pay any invoice within sixty (60) days after receipt, the Medical Examiner may refuse to accept any additional bodies for autopsy.

F. Fair Compensation. Harris County and the Requesting County agree and acknowledge that the contractual payments contemplated by this agreement are reasonable and fairly compensate Harris County for the services or functions performed under this Agreement.

G. Death Certificates. The justice of the peace who requested the postmortem examination be performed shall provide the Medical Examiner with a copy of the signed Certificate of Death immediately upon filing with the local registrar.

IV. FUNDS

A. Current Funds. The Requesting County agrees and acknowledges that the contractual payments in this Agreement shall be made to Harris County from current revenues available to the Requesting County.

B. Certified Availability. The Requesting County has available and has specifically allocated \$12,750.00, as evidenced by a certification of funds by the Requesting County's County Auditor. In the event funds certified available by the Requesting County's County Auditor are no longer sufficient to compensate Harris County for the services provided under this Agreement, Harris County shall have no further obligation to complete the performance of any services until the Requesting County certifies sufficient additional current funds. The Requesting County agrees to immediately notify Harris County regarding any additional certification of funds for this Agreement.

C. Other Statutory Liability. This Agreement is not intended to limit any statutory liability of the Requesting County to pay for services provided by Harris County when the funds certified by the Requesting County are no longer sufficient to compensate Harris County for the services provided under this Agreement.

D. Overdue Payments. It is understood and agreed that chapter 2251 of the Texas Government Code applies to late payments.

V.
TERMINATION

A. Without Notice. If the Requesting County defaults in the payment of any obligation in this Agreement, Harris County is authorized to terminate this Agreement immediately without notice.

B. With Notice. It is understood and agreed that either party may terminate this Agreement prior to the expiration of the term set forth above, with or without cause, upon thirty (30) days prior written notice to the other party. By the next business day following the first ten (10) days of the subsequent calendar month after the effective date of such termination, Harris County will submit an invoice showing the amounts due for the month in which termination occurs in the manner set out above for submitting monthly invoices.

VI.
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the parties at the following addresses:

To Harris County: Harris County
Harris County Administration Building
1001 Preston, Suite 911
Houston, Texas 77002-1896
Attn: County Judge

with a copy to: Harris County Medical Examiner
1885 Old Spanish Trail
Houston, Texas 77054-2098
Attn: Chief Medical Examiner

To Polk County: Polk County
101 West Church Street, 3rd Floor
Livingston, Texas 77351
Attn: County Judge

Either party may designate a different address by giving the other party ten days' written notice.

VII.
MERGER

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

VIII.
VENUE

Exclusive venue for any action arising out of or related to this Agreement shall be in Harris County, Texas.

IX.
MISCELLANEOUS

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties. This Agreement may be executed in duplicate counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by both counties, as evidenced by the signature of the appropriate authority pursuant to an order of the Commissioners Court of the respective County authorizing such execution.

APPROVED AS TO FORM:
MIKE STAFFORD
County Attorney

HARRIS COUNTY

By _____
BARBARA CLLISTIEN
Assistant County Attorney


By _____
ED EMMETT
County Judge

Date Signed: _____

APPROVED:

POLK COUNTY


LUIS A. SANCHEZ, M.D.
Harris County Medical Examiner

By 
County Judge

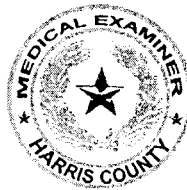
Date Signed: 5-13-2008

CERTIFICATION OF FUNDS

Pursuant to section 111.093 of the Texas Local Government Code, I certify that the county budget contains an ample provision for the obligations of **Polk County** under this Agreement and that funds are or will be available in the amount of \$12,750.00 to pay the obligations when due.


Polk County Auditor
Date Signed: 5-13-08

Luis A. Sanchez, M.D.
Chief Medical Examiner



(713) 796-9292
FAX : (713) 796-6844

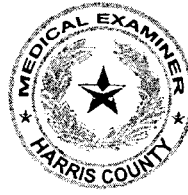
JOSEPH A. JACHIMCZYK FORENSIC CENTER

FEE SCHEDULE
Effective May 1, 2006

Service Description	Pricing Unit	Price
Autopsy Services (Analysis/Examination/Service)		
Autopsy – Non-Harris County Cases		
Autopsy	Case	\$2,250
External Exam	Case	\$1,000
Decedent Storage Fee	Day	\$45
Histology Slides		
Standard Stains (Per Slide)	Slide	\$11
Special Stains (Per Slide)	Slide	\$15
Documents: Reports, Permits & Photo Reprints:		
Copy Charge per Open Records	Page	\$0.10
Images on CD (plus copy charge)	Each	\$11
Notarization of Document (plus copy charge)	Document	\$7
Photo Reprints (3 ½ x 5)	Print	\$3
Photo Reprints (8 x 10)	Print	\$5
X-Ray Copy (per film)	Film	\$6
Subpoena/Court Order Documents (plus copy charge)	Hour	\$55
Professional Time		
Expert Witness/Consultation – Lab & Other ME Staff (fixed fee for preparation time plus an hourly rate for travel & witness/consult time)	Fixed Fee:	\$180
	Hourly	\$90
Expert Witness/Consultation – Pathologist / Chief Toxicologist (fixed fee for preparation time plus an hourly rate for travel & witness/consult time)	Fixed Fee:	\$380
	Hourly	\$190
On Site Physical Assessment prior to Organ Procurement (Total cost of an assessment is not to exceed \$1,000)		
Lab & Other ME Staff (Hourly rate per staff member)	Hourly	\$90
Pathologist / Chief Toxicologist (Hourly rate per Doctor)	Hourly	\$190
Forensic Lab Fees:		
Toxicology		
Carbon Monoxide by CO-oximetry	Test	\$110
Carbon Monoxide by Ultraviolet Spectroscopy	Test	\$115
Electrolytes & Chemicals	Test	\$35
BUN / Creatinine	Test	\$45
Glucose / Ketone	Test	\$40
Toxi. Lab – Thin Layer Chromatography	Test	\$95
Urine Drug Test (EMIT) Screen	Test	\$13

1885 Old Spanish Trail, Houston, Texas 77054

Prepared by OBM
Approved 04/04/06
Page 1 of 2



JOSEPH A. JACHIMCZYK FORENSIC CENTER

FEE SCHEDULE

Effective May 1, 2006

Service Description	Pricing Unit	Price
Headspace (Screen + Confirm)	Test	\$110
GCMS	Test	\$70
ELISA	Test	\$25
LC/MS/MS	Test	\$165
HPLC	Test	\$100
Drug Facilitated Sexual Assault	Case	\$540
SIDS	Case	\$585
DUI – Urine	Case	\$300
DUI – Blood	Case	\$350
Forensic Urine Drug Testing	Case	\$85
Post Mortem	Case	\$350
Trace Evidence		
Gun Shot Residue (Scanning Electron Microscope) Analysis	Stub	\$195
Hair Comparison	Hour	\$175
Trace Evidence Collection (Morgue)	Case	\$310
Trace Evidence Collection (at Crime Scene)	Case	\$620
Controlled Substance		
Marijuana Exhibit	Exhibit	\$90
Chemical Exhibit	Exhibit	\$115
DNA		
Serology – Sexual Assault Kits	Kit	\$790
Serology – Small Items (ex: individual article of clothing)	Exhibit	\$235
Serology – Large Items > 15 sq. ft. (ex: bedding)	Exhibit	\$1,175
DNA Processing (Exemplars)	Swab	\$60
DNA Processing	Test	\$740
Paternity Test	Case	\$740
Stain Cards	Card	\$20
Other Fees		
Lab Specimen Holding Fee	Month	\$35
Shipping & Handling Fee (Express delivery, USA)	Case	\$80
Administrative Fee	Hour	\$55
Sudden Infant Death Syndrome (State Health Dept)	Case	\$500

#5 (J)

VOL.

54 PAGE 688

RESOLUTION AUTHORIZING COUNTY JUDGE, MAYOR OR SCHOOL BOARD PRESIDENT TO EXECUTE A LETTER OF WAIVER FOR PAYMENTS IN LIEU OF TAXES (PILOT)

WHEREAS, the Housing Authority of the City of Livingston, Texas (herein referred to as Housing Authority) would currently pay if not waived by the Commissioners Court of Polk County (herein referred to as the Government Entity) funds known as Payment in Lieu of Taxes (herein referred as PILOT) pursuant to section 301 of Part II of the Consolidated Annual Contributions Contract executed between the Housing Authority and the United States of America and;

WHEREAS, the Government Entity and the Housing Authority have determined that it is in the best interest of both parties that the Government Entity waive the PILOT which will be assessed and:

WHEREAS, the Government Entity and the Housing Authority have mutually agreed and understand that the funds made available by this waiver and the accrued PIOLT will be used by the Housing Authority to defray operating expenses of the Housing Authority, concomitantly benefiting the citizens of the **City of Livingston** and the **County of Polk**

NOW THEREFORE BE IT RESOLVED BY THE COUNTY OF POLK as follows:

- (1) The PILOT which may be assessed pursuant to Section 301 of Part II of the Consolidated Annual Contributions Contract executed between the Housing Authority and the United States of America are hereby waived;
- (2) That the County Judge is hereby authorized and directed to execute a Letter of Waiver in accordance with the provisions of this Resolution.

Resolved and adopted on this _____ day of _____, ²⁰⁰⁸~~2006~~



John P. Thompson _____ County Judge
Approved by: Name Title

Resolution and Order authorizing purchase of and/or litigation to condemn certain property needed for construction of the Polk County Jail Project at 1733 North Washington, Livingston, Texas:

WHEREAS, Polk County, Texas, a body Corporate and Politic under the laws of the State of Texas is vested with the power of eminent domain to acquire land for jail purposes under the law of the State of Texas, Chapter 261.001 of the Local Government Code of Texas and Chapter 21 Eminent Domain of the Property Code of Texas.

WHEREAS, a necessity exists for acquisition of land to construct additional jail facilities and add on to the existing jail situated in Livingston, Texas at 1733 North Washington Street.

WHEREAS, the Commissioners Court of Polk County, Texas passed a resolution at its regular business meeting on February 27, 2007, of its intention to issue certificates of obligation for the purpose of acquisition of a jail site and construction of a new County Law Enforcement Center (jail) and for payment of professional services and costs related thereto not to exceed \$19,000,000.00, and **WHEREAS**, notice of intention to issue certificates of obligation were duly given under Government Code Section 271.041 et seq., on March 8, 2007 and March 15, 2007 and **WHEREAS**, pursuant to the resolution and notice, Polk County, Texas Certificates of Obligation Series 2007 were authorized and issued on March 27, 2007; and

WHEREAS, it is necessary to use such funds to acquire, and/or condemn, additional lands for expansion and addition to the law enforcement center; and

WHEREAS, in accordance with Texas Law, offers to purchase various tracts of land have been duly made and Landowner Bill of Rights have been given to the respective landowners who own the land to be acquired and/or condemned; and

WHEREAS, certain landowners have not accepted the offer made to purchase their tract and have not made a counter offer to Polk County which is acceptable to Polk County and negotiations have failed; and

WHEREAS, under the circumstances it is necessary to obtain the services of an attorney to represent Polk County in the condemnation of property under the Eminent Domain Law of Texas, and Polk County has retained the services of Jake Lyon and Associates and Ernest L. McClendon, Jr., Attorney, PLLC to handle the Eminent Domain and condemnation proceedings for the new jail project; and

WHEREAS, Judge Thompson, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC have made reports on the progress of negotiations and purchase of the various tracts which are to be included in the improvements and additions to the law enforcement center at 1733 North Washington Street, Livingston, Texas.

#5(L)

WHEREAS, it is necessary to hire the services of a Certified Appraiser to establish the value of the tracts of land to be purchased and/or condemned by the County for expansion and improvement to the Polk County Law Enforcement Center.

WHEREAS, B.L. Clarke Appraisal Firm in Livingston, Texas has shown an interest in providing appraisal services and has been recommended by Jake Lyon as qualified and willing to perform appraisal services in Eminent Domain condemnation cases.

NOW, THEREFORE, the hiring of the B.L. Clarke Appraisal Firm to provide appraisal services for the Eminent Domain proceedings is hereby approved.

PASSED AND APPROVED this the 13th day of May, 2008.

John P. Thompson
County Judge, Polk County, Texas
John P. Thompson

ATTEST:

Barbara Middleton
County Clerk, Polk County Texas
Barbara Middleton

(COMMISSIONERS COURT SEAL)



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WHEREAS, in accordance with Texas Law, offers to purchase various tracts of land have been duly made and Landowner Bill of Rights have been given to the respective landowners who own the land to be acquired and/or condemned; and

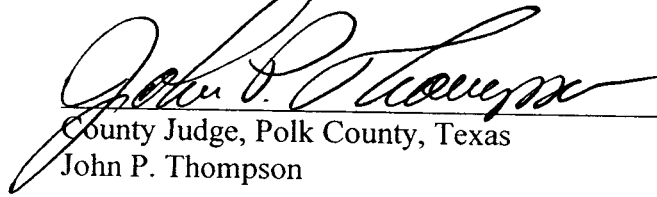
WHEREAS, certain landowners have not accepted the offer made to purchase their tract and have not made a counter offer to Polk County which is acceptable to Polk County and negotiations have failed; and

WHEREAS, under the circumstances it is necessary to obtain the services of an attorney to represent Polk County in the condemnation of property under the Eminent Domain Law of Texas, and Polk County has retained the services of Jake Lyon and Associates and Ernest L. McClendon, Jr., Attorney, PLLC to handle the Eminent Domain and condemnation proceedings for the new jail project; and

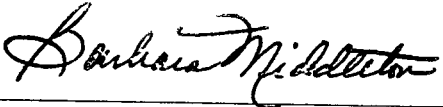
WHEREAS, Judge Thompson, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC have made reports on the progress of negotiations and purchase of the various tracts which are to be included in the improvements and additions to the law enforcement center at 1733 North Washington Street, Livingston, Texas.

RESOLVED that the County purchase of Tract 2, an 0.786 acre of land in the M.L. Choate League from Richard C. Jones, Gregerio Pecero and Maria Pecero for \$30,000.00 on April 29, 2008, to be used for the expansion, additions and improvements to the County Law Enforcement Center located on North Washington Street, in Livingston, Polk County, Texas, is hereby acknowledge, ratified and approved in all aspects.

PASSED AND APPROVED this the 13th day of May, 2008.


County Judge, Polk County, Texas
John P. Thompson

ATTEST:


County Clerk, Polk County Texas
Barbara Middleton



Resolution and Order authorizing purchase of and/or litigation to condemn certain property needed for construction of the Polk County Jail Project at 1733 North Washington, Livingston, Texas:

WHEREAS, Polk County, Texas, a body Corporate and Politic under the laws of the State of Texas is vested with the power of eminent domain to acquire land for jail purposes under the law of the State of Texas, Chapter 261.001 of the Local Government Code of Texas and Chapter 21 Eminent Domain of the Property Code of Texas.

WHEREAS, a necessity exists for acquisition of land to expand and construct additional County jail facilities and add on to the existing jail situated in Livingston, Texas at 1733 North Washington Street.

WHEREAS, the Commissioners Court of Polk County, Texas passed a resolution at its regular business meeting on February 27, 2007, of its intention to issue certificates of obligation for the purpose of acquisition of a jail site and construction of a new County Law Enforcement Center (jail) and for payment of professional services and costs related thereto not to exceed \$19,000,000.00, and **WHEREAS**, notice of intention to issue certificates of obligation were duly given under Government Code Section 271.041 et seq., on March 8, 2007 and March 15, 2007 and **WHEREAS**, pursuant to the resolution and notice, Polk County, Texas Certificates of Obligation Series 2007 were authorized and issued on March 27, 2007; and

WHEREAS, it is necessary to use such funds to acquire and/or condemn, additional lands for expansion and addition to the law enforcement center; and

WHEREAS, in accordance with Texas Law, offers to purchase various tracts of land have been duly made and Landowner Bill of Rights have been given to the respective landowners who own the land to be acquired and/or condemned; and

WHEREAS, certain landowners have not accepted the offer made to purchase their tract and have not made a counter offer to Polk County which is acceptable to Polk County and negotiations have failed; and

WHEREAS, under the circumstances it is necessary to obtain the services of an attorney to represent Polk County in the condemnation of property under the Eminent Domain Law of Texas, and Polk County has retained the services of Jake Lyon and Associates and Ernest L. McClendon, Jr., Attorney, PLLC to handle the Eminent Domain and condemnation proceedings for the new jail project; and

WHEREAS, Judge Thompson, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC have made reports on the progress of negotiations and purchase of the various tracts which are to be included in the improvements and addition to the law enforcement center at 1733 North Washington Street, Livingston. Texas.

WHEREAS, Commissioners Court, through its duly appointed agents, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC has made offers, and attempted to negotiate settlements for purchase of the Tract Six a tract of land owned by Jo Ann Starghill and Jessie Lee White Frazier which Property is needed for expansion of the Polk County Jail Project in Livingston, Polk County, Texas; and WHEREAS, through negotiations an agreement for the purchase and sale of the Tract Six owned by Jo Ann Starghill and Jessie Lee White Frazier has been reached, and WHEREAS, it is in the best interest of Polk County to accept the counter offer made by the landowner;

NOW, THEREFORE, IT IS ORDERED and DECREED that the County Judge, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC are hereby authorized and directed to perform any and all necessary acts toward the final acquisition of the Tract Six together with improvements, if any, and to acquire the tract referred as tract #6 a .56 acre tract owned by Jo Ann Starghill and Jessie Lee White Frazier in accordance with the counter offer.

Further resolved that all actions heretofore taken by the County Judge, Jake Lyon and Ernest L. McClendon Jr., Attorney, PLLC, are hereby ratified and approved, including but not limited to the following:

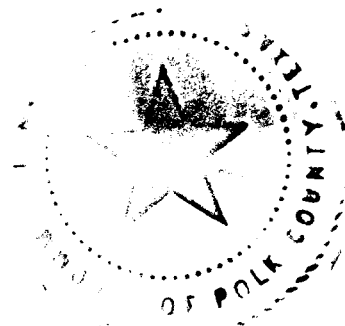
The negotiation, offer to purchase, acceptance of counter offer and closing of the transition to purchase tract six a .56 acre tract depicted on Exhibit A.

PASSED AND APPROVED this the 13th day of May, 2008.

John P. Thompson
County Judge, Polk County, Texas
John P. Thompson

ATTEST:

Barbara Middleton
County Clerk, Polk County Texas
Barbara Middleton



(COMMISSIONERS COURT SEAL)

COPY

Resolution and Order authorizing purchase and/or litigation to condemn certain property needed for construction of the Polk County Jail Project at 1733 North Washington, Livingston, Texas:

WHEREAS, Polk County, Texas, a body Corporate and Politic under the laws of the State of Texas is vested with the power of eminent domain to acquire land for jail purposes under the law of the State of Texas, Chapter 261.001 of the Local Government Code of Texas and Chapter 21 Eminent Domain of the Property Code of Texas.

WHEREAS, a necessity exists for acquisition of land to construct additional jail facilities and add on to the existing jail situated in Livingston, Texas at 1733 North Washington Street.

WHEREAS, the Commissioners Court of Polk County, Texas passed a resolution at its regular business meeting on February 27, 2007, of its intention to issue certificates of obligation for the purpose of acquisition of a jail site and construction of a new County Law Enforcement Center (jail) and for payment of professional services and costs related thereto not to exceed \$19,000,000.00, and **WHEREAS**, notice of intention to issue certificates of obligation were duly given under Government Code Section 271.041 et seq., on March 8, 2007 and March 15, 2007 and **WHEREAS**, pursuant to the resolution and notice, Polk County, Texas Certificates of Obligation Series 2007 were authorized and issued on March 27, 2007; and

WHEREAS, it is necessary to use such funds to acquire, and/or condemn, additional lands for expansion and addition to the law enforcement center; and

WHEREAS, in accordance with Texas Law, offers to purchase various tracts of land have been duly made and Landowner Bill of Rights have been given to the respective landowners who own the land to be acquired and/or condemned; and

WHEREAS, certain landowners have not accepted the offer made to purchase their tract and have not made a counter offer to Polk County which is acceptable to Polk County and negotiations have failed; and

WHEREAS, under the circumstances it is necessary to obtain the services of an attorney to represent Polk County in the condemnation of property under the Eminent Domain Law of Texas, and Polk County has retained the services of Jake Lyon and Associates and Ernest L. McClendon, Jr., Attorney, PLLC to handle the Eminent Domain and condemnation proceedings for the new jail project; and

WHEREAS, Judge Thompson, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC have made reports on the progress of negotiations and purchase of the various tracts which are to be included in the improvements and additions to the law enforcement center at 1733 North Washington Street, Livingston, Texas.

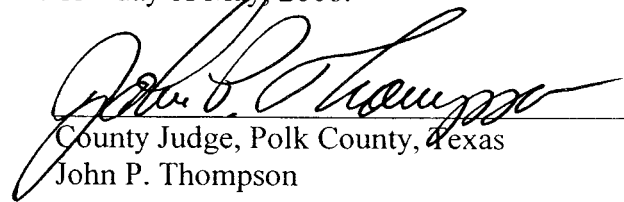
WHEREAS, Commissioners Court, through its duly appointed agents, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC has made offers, and attempted to negotiate settlements for purchase of the Amelia Thompson-Botello Property needed for construction of the Polk County Jail Project in Livingston, Polk County, Texas; and **WHEREAS**, negotiations have failed and no agreement for the purchase and sale of the Amelia Thompson-Botello Property can be reached, and **WHEREAS**, a public necessity exist and time is of the essence to commence construction of the jail additions and renovations; and **WHEREAS**, the best alternative for the County is to commence condemnation litigation procedures.

NOW, THEREFORE, IT IS ORDERED and DECREED that the County Judge, Jake Lyon and Ernest L. McClendon, Jr., Attorney, PLLC are hereby authorized and directed to perform any and all necessary acts toward the final acquisition of the Amelia Thompson-Botello tract together with improvements, if any, for the expansion, additions and improvements to the Law Enforcement Center, including but not limited to commencement of litigation proceedings in condemnation to acquire the tract referred as Tract 7, a half acre tract owned by Amelia Thompson-Botello.

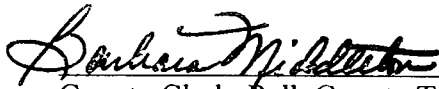
IT IS ORDERED and DECREED that E. L. McClendon, Jr., Attorney, PLLC, as legal counsel for Polk County, Texas, is hereby directed to proceed with litigation to condemn the Amelia Thompson-Botello Tract 7 property under the law of condemnation of the State of Texas including but not limited to filing a Petition in Condemnation, appointment of Special Commissioners, setting a hearing, giving Notice of Lis Pendens, hiring a certified appraiser and all steps and procedures necessary to acquire fee title to the ½ acre tract known as the Amelia Thompson-Botello property as expediently as possible through eminent domain condemnation procedure.

Further resolved that all actions heretofore taken by the County Judge, Jake Lyon and Ernest L. McClendon Jr., Attorney, PLLC, concerning the negotiations to purchase the Amelia Thompson-Botello are hereby ratified and approved including, but not limited to the following: Negotiating offers to purchase said Tract 7 and the rejection of the offer made by Amelia Thompson-Rotello.

PASSED AND APPROVED this the 13th day of May, 2008.


County Judge, Polk County, Texas
John P. Thompson

ATTEST:


County Clerk, Polk County Texas
Barbara Middleton

(COMMISSIONER'S COURT SEAL)



INTERLOCAL COOPERATION AGREEMENT

The Jasper County Sheriff's Office, County of Jasper, Texas hereafter referred to as "Jasper" and the POLK County Sheriff's Office, County of POLK, Texas hereafter referred to as "County", enters into the following agreement concerning the incarceration of prisoners of the POLK County Sheriff's Office and said agreement is set out in full hereafter.

1. Jasper hereby agrees to house prisoners incarcerated by County if space is available. The availability of the space shall be determined by the Jasper County Sheriff in accordance with current jail regulations as set out by the Texas Commission on Jail Standards concerning the separation and categories of prisoners.
2. Jasper shall assess a fee for housing said prisoners at the rate of \$40.00 per day per prisoner, and Jasper shall bill County for said cost in an itemized statement showing the number of days per each individual prisoner housed by Jasper. The day the inmate is booked in will be charged. The day the inmate is booked out will not be charged.
3. County shall pay for any and all hospital, health care services and prescription drugs provided to any prisoners housed by Jasper for County. Non prescription medication will be administered without charge by Jasper.
4. County hereby agrees to comply with all booking procedures of Jasper.
5. Jasper and County hereby agree that Jasper will not house any injured prisoners unless County has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
6. Jasper further agrees that should a prisoner be injured while being housed by Jasper, that Jasper will within ten (10) hours notify County of said injury and provide County with copies of all incident reports relating to said injury.
7. The Jasper County Sheriff reserves the right to refuse or remove any inmate from the Jasper County Jail if it is in the best interest of Jasper. County shall promptly arrange to take custody of its prisoners if so requested by the Jasper County Sheriff.
8. County agrees to assume responsibility for all transportation of County prisoners housed in Jasper.

- 9. County shall be fully responsible and liable for all suits, claims, damages, losses, or expenses, including reasonable attorney's services and duties herein stated, but only in regard to transfer of prisoners by County and duties herein assigned to County, and specifically excluding the actual incarceration of prisoners by Jasper. County retains full liability for each inmate until that inmate has been processed and booked into the Jasper County Jail.
- 10. Jasper shall be fully responsible and liable for all suits, claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of Jasper performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners by Jasper County Jail and specifically excluding the transfer of prisoners to and from Jasper unless transported by Jasper.
- 11. All agreements between the parties are set out in this agreement and no oral agreement not contained herein shall be enforceable against either party. Any disputes concerning this contract shall first be submitted to a mediator mutually agreed upon by both parties. If the parties fail to agree on a mediator or, if having mediated the dispute, either party is dissatisfied with the result, and a lawsuit is filed, said lawsuit shall be filed in Jasper County, Texas, where exclusive venue lies.
- 12. The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

Signature and Execution:

By: _____
Jasper County Judge

By: John D. Stapp
POLK County Judge

Date Signed: _____

Date Signed: 5.27.08

Jasper County Sheriff

Kenneth Hammond
POLK County Sheriff

Date Approved: _____

Date Approved: 5.13.08

ATTEST:

Jasper County Clerk

Darlene Middleton
POLK County Clerk



Handwritten marks: a circled '9' and a grid of three rows and three columns.

LICENSE AGREEMENT

LICENSOR	International Paper Company
LICENSEE	Polk County, Texas Government
LICENSE AREA	Stryker Rock Pit; Tract #2581; Polk County, Texas

ESSENTIAL TERMS		
Term	Commencement Date	Price
60 Days	May 13, 2008	\$1,000.00

This LICENSE AGREEMENT (this "License Agreement") is made as of this ____ day of May, 2008, by and between **INTERNATIONAL PAPER COMPANY**, a New York corporation ("Licensor"), and the **POLK COUNTY, TEXAS GOVERNMENT**, a Texas county government ("Licensee").

A. Licensor and Licensee intend to enter into a Purchase Contract (the "Purchase Contract"), for the sale of Property more particularly described in EXHIBIT A attached hereto (the "License Area"). Any consideration received under this license shall be applied toward the purchase price of the Purchase Contract at Closing, unless the Closing does not occur or if the Purchase Contract is cancelled prior to Closing, in which case, Licensor shall retain all consideration received under this instrument as a license payment.

B. Prior to entering into the contemplated Purchase Contract, Licensee, at Licensee's sole risk, desires to enter the Property to store materials and equipment more particularly described in EXHIBIT B attached hereto ("Equipment").

C. Licensee desires to acquire from Licensor, and Licensor is willing to grant to Licensee, the right to use the License Area (as hereinafter defined) to store the equipment listed in EXHIBIT B, solely on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee and Licensee's employees, agents a non-exclusive license (the "License") to enter upon such portion of the Property (the "License Area") as is reasonably required to store the Equipment. Any other use of the Property requires the prior written consent of Licensor in each instance. Licensee shall comply with such rules and regulations as Licensor may impose from time to time by notice to Licensee. Licensee expressly agrees with the following:

- a) Licensee shall store only those items listed in EXHIBIT B on the License Area;
- b) Licensee is prohibited from storing on the License Area bulk oil, gas, diesel, hydraulic oil, or any other chemical substances in liquid, gaseous or solid form;
- c) Licensee agrees not to store trash of any type on the License Area, and all trash generated on site shall be removed daily;
- d) Licensee is prohibited from using the License Area to conduct repairs, maintenance or upkeep on the items listed in EXHIBIT B.

2. Term of License. The term of the License shall commence on the date of this License Agreement and, unless sooner terminated or extended as hereinafter provided, shall automatically terminate at 11:59 p.m. on the earlier of (i) the date on which Licensee acquires the License Area from Licensor, (ii) July 13th, 2008 or (iii) the day Licensor terminates this License Agreement due to Licensee's breach of any term or provision of this License Agreement. Upon termination of the term of the License, whether at the expiration of the term hereof or by notice of termination, or otherwise, all rights to enter upon and use the License Area under the License shall cease.

3. License Fee. The Licensee shall be required to pay a license fee to the Licensor for the rights granted hereby of FIVE HUNDRED DOLLARS (\$500) per month. The license fee to be delivered by Licensee shall be payable to Licensor by wire transfer of funds per the Wiring Instructions provided on Exhibit C, attached hereto and made a part hereof, upon execution of the License Agreement by Licensee.

4. Condition of License Area. Licensee accepts the License Area in its "AS IS", "WHERE IS" condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property, License Area or otherwise. Licensee waives and releases Licensor from any claims for injury to persons or damage to the personal property of Licensee by reason of the condition of the License Area or the Property or otherwise.

5. Liability Insurance; Indemnification. Licensee shall take out and maintain during the term of this License Agreement, automobile, personal injury and property damage liability insurance covering its use of the Land and the use of vehicles on the Land, and the enjoyment of all the rights in and to the Land granted in this License Agreement in an amount satisfactory to the Licensor. Certificates indicating the amount of such coverage shall be presented to the Licensor upon execution of the this License Agreement and shall provide at least thirty (30) days' written notice to the Licensor in the event of cancellation, termination or other material change in the scope of such insurance coverage. Such insurance shall name Licensor as an "Additional Insured" on all liability insurance. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, reasonable attorneys' fees, incurred by or imposed upon Licensor arising as a result of any entry upon or activity conducted on the License Area by Licensee or its respective agents, employees, contractors, subcontractors, licensees, or invitees.

6. No Alteration. Except as expressly permitted by this License Agreement, Licensee shall not make nor permit any alterations or additions to the License Area without Licensor's prior written consent, including but not limited to, disturbance, relocation, or removal of any sand, clay or gravel.

7. Restoration Upon Termination. Upon the expiration or termination of this License in any manner (except sale of the Property to Licensee which shall nullify this provision), Licensee shall peaceably deliver to Licensor the full possession of the License Area and remove all materials, equipment and improvements placed thereon by Licensee and with regard to the portion of the License Area, substantially restore the Premises to the condition that existed at the commencement of this License. Should Licensee fail within ten (10) days after the date of the termination of this License to make such removal and restoration, Licensor may, at its option, remove said materials, equipment and improvements and restore said License Area to substantially its former state at the sole cost of Licensee and/or may take and hold any materials, equipment and improvements as its sole property to retain as Licensor sees fit.

8. Assumption of Risk. Licensee for itself, agents, employees, contractors, subcontractors, licensees, and invitees, assumes the risk of any latent or patent defects or problems that are or may be on the License Area, and agrees that Licensor shall not be liable for any injury, loss or damage on account of any such defects or problems.

9. Damage to License Area. Licensee agrees to pay for all damages to the License Area arising from Licensee's presence on the Premises, including but not limited to, environmental remediation.

10. Inspection. Licensor shall have the right to inspect the License Area at any time to review Licensee's operations and to insure compliance with this License Agreement.

11. Termination for Breach. Licensor may terminate this License upon two (2) days written notice should Licensee in any way fail to fulfill each and every obligation of this License Agreement and such failure is not cured within five (5) days after receipt of the notice that Licensee is in breach.

12. Compliance. Licensee shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders with respect to the use by Licensee of the License Area, regardless of when they become effective, and shall furnish satisfactory evidence of such compliance upon request of Licensor. Licensee's failure to comply with such laws, regulations, rules and orders shall give Licensor, at its option, the right to immediately terminate this License and/or suspend Licensee's activities on the License Area until compliance is achieved

Should any discharge, improper storage, leakage, spillage, emission, contamination or pollution of any type occur upon or from the License Area due to or associated with Licensee's use and occupancy thereof, Licensee, at Licensee's expense, shall immediately clean all areas affected thereby to the satisfaction of Licensor and any governmental body or agency having jurisdiction thereover. Licensee's obligations to clean such shall survive the termination of this License Agreement and Licensee's vacancy from the License Area. Licensee hereby waives any statute of limitations which might bar Licensor from recovery against Licensee for damages Licensee suffers, including clean-up costs, for any such pollution, emission, improper storage, contamination, leakage, discharge or spillage, on the License Area resulting from Licensee's operations and use thereof. Further, Licensee shall indemnify, hold harmless and defend Licensor against all liability, damage, losses, costs and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, experts' fees, attorneys' fees and consulting, engineering and construction costs) incurred by Licensor as a result of Licensee's breach of this paragraph or as a result of any such discharge, contamination, leakage, storage, emission, spillage, or pollution, regardless of whether such liability, damage, loss, cost, or expense arises during or after the term of this License.

13. Existing Defects. Licensee shall immediately notify Licensor if it discovers any defect in, contamination or other problem with the License Area and cease any activities that might exacerbate the problem or put person or property at risk of injury or damage. If it is determined by Licensor that any local, state or federal law, rule or regulation would be violated by Licensee's continued operations hereunder, Licensor may immediately terminate this License as to all or part of the License Area covered hereby.

14. Responsibility. Licensee shall be responsible for all acts or omissions by Licensee's respective employees, agents, invitees, contractors, subcontractors and licensees on the License Area.

15. No Assignment. Licensee shall not have the right to assign this License Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void and shall not relieve Licensee of its liabilities and obligations herein.

16. No Waiver. The failure of Licensor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

17. Governing Law. This License Agreement shall be construed in accordance with the laws of the State of Texas.

18. Waiver of Subrogation. Licensor and Licensee hereby agree on behalf of themselves and all others claiming under them, including any insurer, to waive all claims against each other, including all rights of subrogation for loss or damage to their respective property arising from fire, windstorm, sprinkler leakage, flood, earthquake, water damage and any of the other perils insured against in a "special form" policy of commercial property insurance, regardless of whether insurance against any such perils is in effect with respect to either party's property. The foregoing waiver shall apply notwithstanding the negligence of either party and shall not be limited to the amount of insurance proceeds available. If either party so requests, the other party shall obtain from its respective insurer a written waiver of all rights of subrogation that it may have against the other party, and Licensor and Licensee hereby agree to indemnify the other against all losses and expenses, including reasonable attorneys' fees, that it may incur as a result of a failure to obtain such written waiver.

19. Jury Trial Waiver. LICENSOR AND LICENSEE WAIVE ANY RIGHT TO A JURY TRIAL IN ANY DISPUTE WITH RESPECT TO THIS LICENSE AGREEMENT.

20. Entire Agreement. This License Agreement constitutes the complete agreement of the parties regarding the subject matter hereof and supersedes any prior agreements, understandings, and negotiations, whether written or oral.

21. Modification. This License Agreement may not be modified or amended except by a writing signed by the party against whom enforcement is sought.

22. Notifications. All notices should be addressed to the following:

To Licensor: International Paper Company
Attention: E. Wayne Plummer
Street Address: 6400 Poplar Avenue
Tower I, 8th Floor
Memphis, TN 38197
Telephone: 901-419-1855
Fax: 901-214-2833

To Licensee: Polk County, Texas Government
Attention: The Honorable John P. Thompson
101 West Church Street
Suite 300
Livingston, TX 77351
Telephone: 936-327-6813

With copy to:
IP Legal Department – Real Estate
6400 Poplar Avenue
Tower II, 4th Floor
Memphis, TN 38197
Telephone: 901-419-1906
Fax: 901-214-0950

EXHIBIT A – Description of License Area

EXHIBIT B – List of Equipment

EXHIBIT C – Wiring Instructions

IN WITNESS WHEREOF, the parties have duly executed and delivered this License Agreement as of the day and year first above written.

LICENSOR:

INTERNATIONAL PAPER COMPANY,
a New York corporation

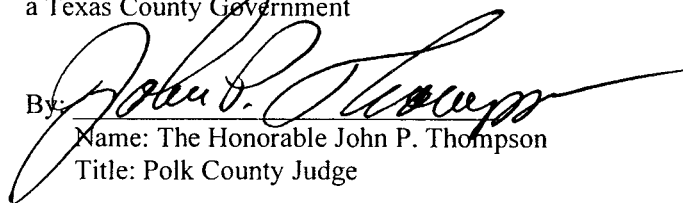
By: _____
Name: E. Wayne Plummer
Title: Assistant Vice President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LICENSEE:

POLK COUNTY TEXAS
a Texas County Government

By:

A handwritten signature in black ink, appearing to read "John P. Thompson", is written over a horizontal line. The signature is fluid and cursive.

Name: The Honorable John P. Thompson
Title: Polk County Judge

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A – LICENSE AREA DESCRIPTION

State of Texas

County of Polk

Being 50.000 acres of land situated in the State of Texas, County of Polk, a part of the David Cutts Survey, A-23, and being a part of the called 1,755.769 acre tract titled to International Paper Company and described as "First Tract" in deed to Southland Paper Mills, Inc. recorded in Volume 290, Page 580 of the Polk County Deed Records, and this 50.000 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod set for the most western corner of the herein described 59,999 acre tract, from said point a 7" Pine marked "x" bears S 16° 00' E 7.10 ft., a 9" Pine marked "x" bears N 49° 00' W 8.20 ft. and a 7" Pine marked "x" bears N 21° 00' E 10.00 ft., said iron rod also bears S 41° 14' 40" E 1,014.19 ft. from a 3"x3" concrete monument found for the southeast corner of the N. Tullos Survey, A-758, as described in the sixteenth call of said 1,175.768 acre tract described in Volume 290, Page 580 of said Deed Records, same being the southeast corner of the called 321.75 acre tract described in deed to Marianne McCombs Young and Eleanor McCombs Holderman recorded in Volume 324, Page 107 of said Deed Records;

Thence N 60° 07' 23" E 1,281.18 ft. to a 1/2" iron rod set for the most northern corner of the herein described 50.000 acre tract located on the west margin of a graded private road, from said iron rod an 8" Pine marked "x" bears S 62° 30' W 66.80 ft., a 9" Pine marked "x" bears S 49° 00' W 57.90 ft. and the centerline of said private road bears N 60° 07' 23" E 30.00 ft.;

Thence S 29° 52' 37" E 1,700.00 ft. along a line 30.0 ft. perpendicular distant west of and parallel to the centerline of said graded private road, to a 1/2" iron rod set for the most eastern corner of the herein described 50.000 acre tract, from said iron rod a 10" Pine marked "x" bears S 29° 45' E 158.90 ft., a 15" Pine marked "x" bears S 41° 00' W 86.00 ft. and the centerline of said private road bears N 60° 07' 23" E 30.00 ft.;

Thence S 60° 07' 23" W 1,281.18 ft. to a 1/2" iron rod set for the most southern corner of the herein described 50.000 acre tract, from said iron rod a 9" Pine marked "x" bears S 43° 00' W 10.50 ft. and a 9" Pine marked "x" bears S 44° 15' E 26.90 ft.;

Thence N 29° 52' 37" W 1,700.00 ft. to the place of beginning and containing within these bounds 50.000 acres of land as depicted on a plat prepared by James R. Lowe, R.P.L.S. No. 4751, Texas.

Bearings for this survey are based on deed call for the east line of the N. Tullos Survey, A-578, as described in the sixteenth call of the 1,755.769 acre tract described as "First Tract" in deed to Southland Paper Mills, Inc. recorded in Volume 290, Page 580 of the Polk County Deed Records.

o Surveyor's Certificate o

To all parties interested in title to the premises surveyed, I do hereby certify that the above description was prepared from an actual and accurate survey upon the ground and that same is true and correct.

Dated this the 24th day of October, 2001.

Lowe Surveying & Mapping
417 North Washington Avenue
Livingston, Texas 77351
Ph: 936/327-4296



[Signature]
James R. Lowe, RPLS
No. 4751, Texas

EXHIBIT B – EQUIPMENT LIST

LIST OF POLK COUNTY EQUIPMENT TO BE STORED ON SITE LISTED IN EXHIBIT “A”

MAY-02-2008 FRI 10:43 AM

POLK CO, RB 3

936 398 5950

P. 02



JAMES J. “BUDDY” PURVIS
County Commssioner
Precinct 3
(409) 398-4171
(409) 398-5950 (Fax)

917 S. Home - Hwy. 59
P.O. Box 181
Corrigan, TX 75939

May 2, 2008

Jan Shandley,

The List of equipment that will be at the pit is as follows;

1. Rock Crusher
2. D 8
3. 650 John Deere Dozer
4. 110 Volvo Loader
5. 946 Volvo Motor grader

Fuel will be brought onto site daily and trash will be removed daily.

Respectfully,
James J. Purvis
Commissioner

#10

ORDER

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 May 13, 2008, certain items as listed and attached hereto as "Exhibit A", were determined to be Surplus/salvage property as defined by Local Government Code, Chapter 263 Subchapter D, Section 263.151.


THEREFORE, the aforementioned items are hereby designated as Surplus/salvage Property of the County and shall be disposed of in a Public Auction to be held online and administered by the County's contracted auctioneer.

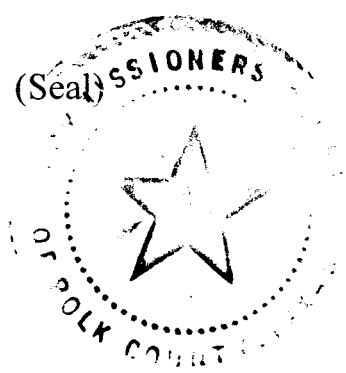

John P. Thompson, County Judge

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 May 13, 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



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DEPARTMENT/LOCATION	DESCRIPTION	IDENTIFICATION
W. Mill & N. Washington (City of Livingston)	Salvage materials from building demolition at Judicial Center Construction site.	N/A
207 W. Mill (Livingston)	Used wooden pallets	N/A
Southland Park	Concrete picnic tables, metal awnings, metal pavilion, scrap metal	N/A
Road & Bridge, Pct. 1	Used 1987 GMC Dump Truck	1GDT9C4J2HV500162
Road & Bridge, Pct. 2	Misc. scrap metals	N/A
Road & Bridge, Pct. 4	Misc. scrap metals	N/A
Road & Bridge, Pct. 4	Used 1996 Ford pickup truck	1FDLF4764TEA85157

