



POLK COUNTY COMMISSIONERS COURT

(Special Sessions)

August 25, 2008 and September 9, 2008

9:30 A.M.

4:00 P.M.

2008-092

NOTICE is hereby given that two Special meetings of the Polk County Commissioners Court will be held on the dates stated herein, at which time the following subject/s will be discussed;

PUBLIC HEARINGS ON PROPOSED 2008 TAX RATE

Last year, Polk County adopted a property tax rate of \$0.6277/\$100 valuation of the 2007 Certified Net Taxable Value of \$2,112,044,852. At 92% rate of collection, that rate raised \$12,127,096 (excluding delinquent tax collections) - a portion of which was used to fund operations such as Law Enforcement, Road & Bridge Precincts, Judicial and Prosecutorial Services, Aging Services, Emergency Management and Administrative functions.

This year, Polk County is proposing a property tax rate of \$0.6277/\$100 valuation of the 2008 Certified Net Taxable Value of \$2,322,762,608. At a 97% rate of collection, the Proposed rate would raise \$14,074,907 (excluding delinquent tax collections), which is \$1,947,811 more than the taxes imposed last year.

There will be two public hearings to consider the increase. The first public hearing will be held on August 25, 2008 at 9:30 a.m. in the Commissioners Courtroom of the Polk County Courthouse. The second hearing will be held on September 9, 2008 at 4:00 p.m., also in the Commissioners Courtroom.

You have a right and are encouraged to attend the hearings and present comments.

Posted: August 21, 2008

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Polk County Courthouse at a place readily accessible to the general public at all times on Thursday, August 21, 2008 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. Notice has also been posted on the County's website at www.co.polk.tx.us

BARBARA MIDDLETON, COUNTY CLERK

BY: Andrea Schmat, Deputy

FILED FOR RECORD
2008 AUG 21 P 4:15

BARBARA MIDDLETON
POLK COUNTY CLERK

STATE OF TEXAS §
COUNTY OF POLK §

VOL. 54 1097
DATE: AUGUST 25, 2008
SPECIAL MEETING
Commissioner Willis - Absent

**COMMISSIONERS COURT
AGENDA POSTING #2008 - 092**

BE IT REMEMBERED ON THIS THE 25th DAY OF AUGUST, 2008
THE HONORABLE COMMISSIONERS COURT MET IN "SPECIAL" CALLED
MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT;
HONORABLE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.
RONNIE VINCENT - COMMISSIONER PCT #2, JAMES J. "BUDDY" PURVIS, COMMISS-
IONER PCT #3, C.T. "TOMMY" OVERSTREET, COMMISSIONER PCT #4, BARBARA
MIDDLETON, COUNTY CLERK AND RAY STELLY, COUNTY AUDITOR, THE FOLLOWING
AGENDA ITEMS, ORDERS AND DECREES WERE DULY MADE, CONSIDERED AND
PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 9:30 A.M.

"PUBLIC HEARING ON PROPOSED 2008 TAX RATE"

THIS YEAR POLK COUNTY IS PROPOSING A PROPERTY TAX RATE OF
\$0.6277/\$100 VALUATION OF THE 2008 CERTIFIED NET TAXABLE VALUE
OF \$2,322,762,608. (THE SAME AS LAST YEAR). AT 97% RATE OF COLLECTION,
THE PROPOSED RATE WOULD RAISE \$14,074,907, (excluding delinquent tax collections)
WHICH IS \$1,947,811 MORE THAN THE TAXES IMPOSED LAST YEAR.

2. PUBLIC COMMENTS:

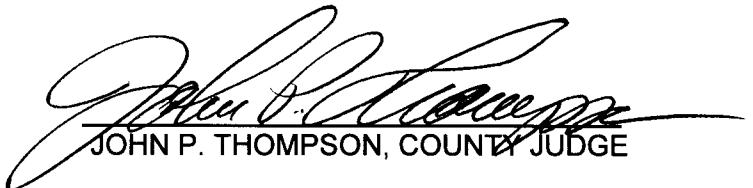
LYNN CAMP GAVE COMMENTS ON THE PROPOSED TAX RATE.

ANNOUNCEMENT

JUDGE THOMPSON ANNOUNCED THE **SECOND "PUBLIC HEARING"**
ON THE PROPOSED TAX RATE, TO BE HELD **SEPTEMBER 9, 2008**
AT 4:00 P.M. IN THE COMMISSIONERS COURTROOM OF THE POLK
COUNTY COURTHOUSE, AND **2008 TAX RATE WILL BE SET ON**
SEPTEMBER 23, 2008 AT 10:00 A.M.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO
ADJOURN THIS SPECIAL SESSION ON AUGUST 25, 2008 AT 9:37 AM.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK



POLK COUNTY COMMISSIONERS COURT

August 25, 2008

10:00 A.M.

2008-093

Polk County Courthouse, 3rd floor

Livingston, Texas

NOTICE

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

Agenda Topics

1. **CALL TO ORDER.**

- Invocation
- Pledges of Allegiance

2. **PUBLIC COMMENTS.**

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

3. **INFORMATIONAL REPORTS.**

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

- A. RECEIVE UPDATE FROM ALABAMA COUSHATTA TRIBAL COUNCIL.

NEW BUSINESS

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

- A. APPROVE MINUTES OF PREVIOUS MEETING/S: August 12, 2008 (Regular Meeting).
- B. CONSIDER APPROVAL OF BUDGET REVISIONS #2008-19, AS PRESENTED BY THE COUNTY AUDITOR.
- C. CONSIDER APPROVAL OF BUDGET AMENDMENTS #2008-19(a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
- D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
- F. CONSIDER APPROVAL OF COUNTY CLERK'S REQUEST FOR ORDER OF GENERAL ELECTION AND APPROVE EARLY VOTING SCHEDULE.
- G. CONSIDER APPROVAL OF INTERGOVERNMENTAL CONTRACT FOR INMATE HOUSING-SAN JACINTO COUNTY.
- H. CONSIDER APPROVAL OF UPDATES TO MASTER STREET ADDRESS GUIDE (MSAG).
- I. CONSIDER APPROVAL OF MAINTENANCE AGREEMENT RENEWING SHERIFF'S DEPARTMENT MENTALIX/LIVE SCAN SERVICES.
- J. CONSIDER RESETTING DATE OF PUBLIC HEARING FOR REGULATION OF PEDESTRIAN/VEHICLE TRAFFIC ON ROCKY CREEK BRIDGE (PCT. 2).


K. CONSIDER APPROVAL OF ORDER AWARDING CONTRACT FOR CONSTRUCTION MANAGER AT RISK FOR THE JAIL EXPANSION PROJECT TO J.E. KINGHAM CONSTRUCTION.

- 5. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RFP#2008-20-CERTIFIED RETIREMENT COMMUNITY APPLICATION COORDINATOR.
- 6. CONSIDER APPROVAL TO ACCEPT RESIGNATION OF MEMBER FROM LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS AND APPOINT REPLACEMENT.
- 7. RECEIVE ENGINEERING REPORT AND CONSIDER APPROVAL TO ADVERTISE FOR BIDS FOR BRIDGE REPAIRS LOCATED IN PCT. 3:
 - BRIDGE 250-1, CLAMON COUNTY ROAD
 - BRIDGE 550-01, OZRA ROAD
 - BRIDGE 247-3, UPPER LEGGETT RD
 - BRIDGE 2945-1, UNION SPRINGS ROAD
- 8. CONSIDER ANY/ALL NECESSARY ACTION REGARDING AWARD OF PROJECT ADMINISTRATION AND MANAGEMENT SERVICES FOR 2007-2008 TXCDBG SEWER IMPROVEMENTS PROJECT.
- 9. CONSIDER ANY/ALL NECESSARY ACTION REGARDING AWARD OF ENGINEERING SERVICES FOR 2007-2008 TXCDBG SEWER IMPROVEMENTS PROJECT.
- 10. CONSIDER APPROVAL OF GEOPHYSICAL PERMIT WITH COOPER OIL AND GAS TO CONDUCT SEISMIC SURVEY ON COUNTY SCHOOL LANDS LOCATED IN BAYLOR & THROCKMORTON COUNTIES.
- 11. CONSIDER APPROVAL OF SHERRIFF'S DEPARTMENT REQUEST TO CONTRACT FOR LEASE OF PROPERTY FOR IMPOUND YARD

ADJOURN

By: John P. Thompson, County Judge

Posted: Thursday, August 21, 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, August 21, 2008 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting. This notice has also been posted on the official website of Polk County, Texas (www.co.polk.tx.us).

BARBARA MIDDLETON, COUNTY CLERK

BY:

Andrea Schmitt (Deputy)

FILED FOR RECORD

2008 AUG 21 P 4: 15


BARBARA MIDDLETON
FOLK COUNTY CLERK

STATE OF TEXAS §

COUNTY OF POLK §

DATE: AUGUST 25, 2008
REGULAR MEETING
Commissioner Willis - Absent**COMMISSIONERS COURT**
AGENDA POSTING #2008 - 093

BE IT REMEMBERED ON THIS THE 25th DAY OF AUGUST, 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.
RONNIE VINCENT - COMMISSIONER PCT #2, JAMES J. "Buddy" PURVIS,
COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREET, COMMISSIONER PCT #4,
BARBARA MIDDLETON, COUNTY CLERK AND RAY STELLY, COUNTY AUDITOR,
THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE DULY MADE,
CONSIDERED & PASSED.

1. WELCOME & CALLED TO ORDER BY JUDGE JOHN P. THOMPSON AT 10:00 A.M.
 - INVOCATION GIVEN BY RAY STELLY, COUNTY AUDITOR.
 - PLEDGES TO THE U.S. AND TEXAS FLAGS WERE LED BY SHEP GREEN.
2. PUBLIC COMMENTS: NONE.
3. INFORMATIONAL REPORTS:
 - A. CARLOS BULLOCK, MEMBER OF THE ALABAMA-COUSHATTA TRIBAL COUNCIL, GAVE THE COURT AN UPDATE CONCERNING NEW AND CONTINUING PROGRAMS OF THE ALABAMA-COUSHATTA TRIBES. HE GAVE AN OVERVIEW OF SOME OF THE EXISTING PROGRAMS OF HEALTH CARE, EDUCATION, SENIOR CITIZENS, FIRE DEPARTMENT, SECURITY FORCE, YOUTH PROGRAMS, AND NEW FAMILY HOME FUNDING NEEDED. THEY HAVE VARIOUS COMMUNITY EVENTS SCHEDULED DURING EACH YEAR & THEY INVITED EVERYONE TO VISIT THE RESERVATION ANYTIME.
 - B. JEAN HESTER WITH HESTERS & SANDERS ARCHITECTURE OF LUFKIN, REPORTED ABOUT A MEETING SHE ATTENDED WITH THE CITY OF LIVINGSTON. SHE MADE A WRITTEN REQUEST TO THE CITY OF LIVINGSTON TO MAKE MILL STREET, BETWEEN THE COURTHOUSE & THE JUDICIAL CENTER A ONE WAY STREET GOING EAST, TO MAKE THE PARKING AND PUBLIC ACCESS SAFER & EASIER. THE PARKING AREA ON ABBEY STREET AT THE BACK OF THE CENTER WILL BE DESIGNATED EMPLOYEE PARKING ONLY. THE FRONT ACCESS WILL HAVE RAMPS AND DESIGNATED PARKING SPACES FOR THE DISABLED AND IT WILL MEET ALL FEDERAL ADA ACCESSIBILITY GUIDELINES.
 - C. COMMISSIONER PURVIS GAVE A REPORT CONCERNING THE RECENT PURCHASE OF SOME GENERATORS. THEY HAVE ALL BEEN STARTED AND ARE WORKING FINE.

CONSENT AGENDA

4. JUDGE THOMPSON NOTED THAT ITEMS G, J, & K, WILL BE ACTED ON SEPARATELY.

MOTION:

MOTIONED BY RONNIE VINCENT, SECONDED BY JAMES J. "Buddy" PURVIS, TO APPROVE TODAY'S CONSENT AGENDA ITEMS A, B, C, D, E, F, H, & I, EXCLUDING ITEMS G, J & K, LISTED AS FOLLOWS;
ALL VOTING YES.

CONSENT AGENDA

- A. APPROVE MINUTES OF PREVIOUS MEETING ON AUGUST 12, 2008 (Regular).
 B. APPROVE BUDGET REVISIONS #2008-19, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)
 C. APPROVE BUDGET AMENDMENTS #2008-19 (a), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)
 D. APPROVAL AND PAYMENT OF BILLS, BY SCHEDULE, INCLUDING ADDENDUM. (SEE ATTACHED)

DATE	AMOUNT	CHECK #
7/30/08	\$ 115,621.67	ACH 289
7/30/08	149,308.59	212536 - 212538
7/30/08	9,931.87	212539 - 212543
7/30/08	546.06	212544 - 212546
7/31/08	25,500.00	ACH 290
8/01/08	14,234.50	111 - 113
8/01/08	2,034.00	99751 - 99855 (99852 Void)
8/01/08	204,498.49	212547 - 212577
8/03/08	14,647.42	212578 - 212583
8/06/08	33,000.00	212584
8/06/08	2,859.50	ACH 291
8/07/08	43,579.46	ACH 292
8/07/08	10,192.06	ACH 293
8/07/08	30,046.53	ACH 294
8/07/08	257,990.19	ACH 295
8/07/08	2,959.16	ACH 296
8/07/08	2,936.19	212585 - 212590
8/07/08	332,107.35	212591 - 212596
8/07/08	31,222.15	212597 - 212619
8/08/08	372,059.58	212620 - 212691
8/12/08	8,410.00	212692 - 212693
8/13/08	166,012.44	ACH 297
8/13/08	1,413,437.28	ACH 298
8/13/08	3,499.32	ACH 299
8/13/08	818.42	ACH 300
8/15/08	2,464.02	ACH 301
8/15/08	64,094.50	212694 - 212724
8/15/08	21,621.71	ACH 302
8/19/08	142,500.00	212725 - 212726
8/20/08	436,670.67	212727 - 212882
8/20/08	11,615.88	212883 - 212899
8/25/08	ADDENDUM (To appear on future schedule)	\$ 22,673.81
TOTAL	\$ 3,926,419.01	

- E. APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST. (SEE ATTACHED)
 F. APPROVE COUNTY CLERK'S REQUEST FOR "ORDER" OF GENERAL ELECTION & APPROVE EARLY VOTING SCHEDULE. (SEE ATTACHED)
 H. APPROVAL OF UPDATES TO MASTER STREET ADDRESS GUIDE (MSAG). (SEE ATTACHED)
 I. APPROVE MAINTENANCE AGREEMENT RENEWING SHERIFF'S DEPARTMENT MENTALIX / LIVE SCAN SERVICES. (SEE ATTACHED)

MOTIONS: ITEM G, J. & K.

- G. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY RONNIE VINCENT, TO APPROVE THE INTERGOVERNMENTAL CONTRACT FOR INMATE HOUSING WITH SAN JACINTO COUNTY, PENDING LEGAL REVIEW AND AUTHORIZE JUDGE THOMPSON TO SIGN THE CONTRACT.
 ALL VOTING YES. (SEE ATTACHED)

- J. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE RESETTING DATE OF "PUBLIC HEARING" FOR REGULATION OF PEDESTRIAN / VEHICLE TRAFFIC ON ROCKY CREEK BRIDGE, IN PRECINCT #2 TO SEPTEMBER 9, 2008 AT 9:30 A.M.
ALL VOTING YES.
- K. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO APPROVE "ORDER" AWARDING CONTRACT FOR CONSTRUCTION MANAGER AT RISK FOR THE JAIL EXPANSION PROJECT TO J.E. KINGHAM CONSTRUCTION, AND AUTHORIZE JUDGE THOMPSON TO SIGN ALL CONTRACTS.
ALL VOTING YES. (SEE ATTACHED)
5. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ACCEPT PROPOSAL BY DEBBIE HARLOW, CONCERNING RFP #2008-20 "CERTIFIED RETIREMENT COMMUNITY COORDINATOR".
ALL VOTING YES.
6. MOTIONED BY JAMES J. "Buddy " PURVIS, SECONDED BY TOMMY OVERSTREET, TO ACCEPT THE RESIGNATION OF BUFFALO ALLWRIGHT (CHAIRMAN) & JOHN MARTIN, AS MEMBERS OF THE LOWER TRINITY GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS, AND APPOINT MATTHEW PAGE FROM CORRIGAN TO REPLACE MR. MARTIN.
ALL VOTING YES.
7. MOTIONED BY JAMES J. "Buddy " PURVIS, SECONDED BY RONNIE VINCENT, TO RECEIVE ENGINEERING REPORT (KLOTZ ASSOCIATES, INC) & APPROVAL TO ADVERTISE FOR BIDS FOR THE BRIDGE REPAIRS LOCATED IN PRECINCT #3;
- BRIDGE 251-1, CLAMON COUNTY ROAD
 - BRIDGE 550-01, OZRA ROAD
 - BRIDGE 247-3, UPPER LEGGETT ROAD
 - BRIDGE 2945-1, UNION SPRING ROAD.
- ALL VOTING YES.
8. MOTIONED BY JAMES J. "Buddy " PURVIS, SECONDED BY TOMMY OVERSTREET, TO AWARD PROJECT ADMINISTRATION & MANAGEMENT SERVICES TO DAVID WAXMAN FOR 2007 - 2008 TXCDBG SEWER IMPROVEMENTS PROJECT TO MEMORIAL POINT UTILITY DISTRICT IN SHELTER COVE.
ALL VOTING YES.
9. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO AWARD ENGINEERING SERVICES TO KLOTZ ASSOCIATES, INC. FOR THE 2007-2008 TXCDBG SEWER IMPROVEMENT SERVICES PROJECT.
ALL VOTING YES.
10. MOTIONED BY JAMES J. "Buddy " PURVIS, SECONDED BY RONNIE VINCENT, TO APPROVE GEOPHYSICAL PERMIT WITH COOPER OIL & GAS TO CONDUCT SEISMIC SURVEY ON POLK COUNTY SCHOOL LANDS LOCATED IN BAYLOR & THROCKMORTON COUNTIES, AND AUTHORIZE JUDGE THOMPSON TO SIGN ALL CONTRACTS.
ALL VOTING YES.
11. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO APPROVE SHERIFF'S REQUEST TO CONTRACT WITH TRES HARRISON, FOR LEASE OF PROPERTY FOR IMPOUND YARD, DURING THE JAIL RENOVATION, AND APPROVE FENCING TO BE MOVED TO THAT PROPERTY WITH FUNDING TO BE PAID BY SHERIFF'S 2008 BUDGET.
ALL VOTING YES.

ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO ADJOURN COURT THIS 25th DAY OF AUGUST, 2008 AT 10:55 A.M.
ALL VOTING YES.


JOHN P. THOMPSON, COUNTY JUDGE

ATTEST

BARBARA MIDDLETON, COUNTY CLERK

C:\Barbara M\COMMCRT.2008\AUG 25.2008.wpd

Revisions
AMENDMENT CHANGES BY FUND

#2008-19

2008-19
8/25/08
CCT

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	.00
015 ROAD & BRIDGE ADM	.00
THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.	
RAY STELLY	
COUNTY AUDITOR	
JOHN P. THOMPSON	
COUNTY JUDGE	

Ray Stelly

08/11/2008 16:13:33

REPORT OF GENERAL LEDGER AMENDMENTS

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
2008 010-458-315	OFFICE SUPPLIES	07/31/2008	2K8R19	2,000.00	2,400.00	400.00	TO COVER REMAINDER OF FY	SD
2008 010-458-427	TRAVEL TRAINING	07/31/2008	2K8R19	2,000.00	1,500.00	400.00	TO COVER REMAINDER OF FY	SD
EXPENSE SUMMARY JP #4			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2008 010-499-130	FURNISHED TRANSPOR	08/04/2008	2K8R19	800.00	1,191.00	391.00	PER REVISION	SD
2008 010-499-487	TAX STATEMENT EXPE	08/04/2008	2K8R19	41,753.17	41,362.17	391.00	PER REVISION	SD
EXP. SUM. - TAX ASSES/COIL			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2008 010-512-315	OFFICE SUPPLIES	08/11/2008	2K8R19	5,000.00	4,801.25	198.75	CLOSE OUT FY	SD
2008 010-512-342	LAUNDRY SUPPLIES	08/11/2008	2K8R19	5,000.00	3,412.54	1,587.46	NO CLOSE OUT FY	SD
2008 010-512-453	EQUIPMENT REPAIRS	08/11/2008	2K8R19	7,500.00	4,811.35	2,688.65	NO CLOSE OUT FY	SD
2008 010-512-490	MISCELLANEOUS	08/11/2008	2K8R19	11,229.30	11,428.05	198.75	NO CLOSE OUT FY	SD
2008 010-512-490	MISCELLANEOUS	08/11/2008	2K8R19	11,428.05	13,015.51	1,587.46	NO CLOSE OUT FY	SD
2008 010-512-490	MISCELLANEOUS	08/11/2008	2K8R19	13,015.51	15,704.16	2,688.65	NO CLOSE OUT FY	SD
2008 010-512-490	MISCELLANEOUS	08/11/2008	2K8R19	15,704.16	21,444.94	5,740.78	NO CLOSE FY	SD
2008 010-512-495	SECURITY & ALARM S	08/11/2008	2K8R19	6,800.00	1,059.22	5,740.78	NO CLOSE FY	SD
EXPENSE SUMMARY - JAIL			TOTAL AMENDMENTS	8	TOTAL CHANGES	.00		
2008 010-665-425	CEA-SPECIAL TRAVEL	08/07/2008	2K8R19	7,500.00	8,300.00	800.00	NEEDED FOR TRAVEL	SD
2008 010-665-454	VEHICLE REPAIR/MAI	08/07/2008	2K8R19	1,500.00	700.00	800.00	NEEDED FOR TRAVEL	SD
EXPENSE SUMMARY - EXT OFFICE			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		
2008 015-622-330	FUEL/OIL	08/06/2008	2K8R19	70,000.00	77,000.00	7,000.00	PER REVISION	SD
2008 015-622-490	MISCELLANEOUS	08/06/2008	2K8R19	53,675.60	46,675.60	7,000.00	PER REVISION	SD
			TOTAL AMENDMENTS	2	TOTAL CHANGES	.00		

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION	INCREASE/DECREASE
010 GENERAL FUND	263,801.49
011 HOTEL OCCUPANCY TAX FUND	12,000.00
015 ROAD & BRIDGE ADM	261,310.09
017 LATERAL ROAD FUND	95,000.00
019 JUDICIAL CENTER CONSTRUCTION F	.00
061 DEBT SERVICE FUND	95,013.79

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

#2008-19(a)
8/25/08

08/27/2008 10:13:18

REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 1

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CTK
2008 010-330-488	HOME PROGRAM GRANT	08/27/2008	2K8A19	149,744.00-	329,550.84-	179,806.84-	STATE COMPTROLLER GRANT	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	179,806.84-		
2008 010-342-404	ELECTION EXPENSE R	08/27/2008	2K8A19	14,643.25-	15,068.25-	29,711.50	CORRIGAN CAMPDEN ISD REIMB	SD
2008 010-342-404	ELECTION EXPENSE R	08/27/2008	2K8A19	15,068.25-	15,068.25-	30,136.50-	CORRECTION	SD
2008 010-342-600	INSURANCE CLAIMS	08/27/2008	2K8A19	32,628.08-	33,628.08-	1,000.00-	REIMB DEDUCT CON PCT 2	SD
			TOTAL AMENDMENTS	3	TOTAL CHANGES	1,425.00-		
2008 010-401-488	HOME INVESTMENT PR	08/27/2008	2K8A19	149,744.00	329,550.84	179,806.84	STATE COMPTROLLER	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	179,806.84		
2008 010-409-573	CAPITAL OUTLAY	08/27/2008	2K8A19	.00	18,286.99	18,286.99	08 REIMB RESOL	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	18,286.99		
2008 010-450-573	CAPITAL OUTLAY	08/27/2008	2K8A19	.00	10,000.00	10,000.00	2008 REIMB RESOL	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	10,000.00		
2008 010-503-573	CAPITAL OUTLAYS	08/27/2008	2K8A19	79,223.30	79,994.86	771.56	2008 REIMB RESOL	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	771.56		
2008 010-510-573	CAPITAL OUTLAY PUR	08/27/2008	2K8A19	.00	20,425.00	20,425.00	08 REIMB RESOL	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	20,425.00		
2008 010-511-574	CAPITAL OUTLAY BUY	08/27/2008	2K8A19	189,481.83	126,127.75	63,354.08-	TO CORRECT OVERAGE OF PREVI	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	63,354.08-		
2008 010-543-695	MATCHING GRANT	08/27/2008	2K8A19	.00	11,551.00	11,551.00	FIRE DEPT MATCHING GRANT	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	11,551.00		
2008 010-552-330	FURNISHED TRANSPOR	08/27/2008	2K8A19	13,451.49	5,490.00	7,961.49-	REVERSAL OF 2K8A13	SD
			TOTAL AMENDMENTS	2	TOTAL CHANGES	34,288.00		
2008 010-560-573	CAPITAL OUTLAY PUR	08/27/2008	2K8A19	16,014.77	19,929.76	3,914.99	08 REIMB RESOL	SD
			TOTAL AMENDMENTS	2	TOTAL CHANGES	252,414.00		
2008 010-560-575	VEHICLES	08/27/2008	2K8A19	.00	252,414.00	252,414.00	2008 REIMB RESOL	SD
			TOTAL AMENDMENTS	2	TOTAL CHANGES	256,328.99		
2008 010-695-573	CAPITAL OUTLAY PUR	08/27/2008	2K8A19	15,109.48	.00	15,109.48-	TO CORRECT PREVIOUS AMENDME	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	15,109.48-		
2008 011-401-489	PRO-RATA HOTEL TAX	08/27/2008	2K8A19	12,600.00	24,600.00	12,000.00	PER AMENDMENT	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	12,000.00		
2008 015-362-100	CULVERT/MATERIAL R	08/27/2008	2K8A19	1,291.80-	1,929.80-	638.00-	SUNSET SHORES	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	1,929.80-		
2008 015-369-100	CULVERT/MATERIAL R	08/27/2008	2K8A19	1,929.80-	1,928.80-	1.00	CORRECTION	SD
			TOTAL AMENDMENTS	3	TOTAL CHANGES	900.00-	REIMB PR WATERFRONT DEVIOWT	SD
2008 015-610-377	MATERIAL/SUPPLIES	08/27/2008	2K8A19	13,450.00	23,176.49	9,726.49	2008 REIMB RESOL	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	9,726.49		
2008 015-621-339	CONSTRUCTION CONTR	08/27/2008	2K8A19	364,459.14	365,096.14	637.00	SUNSET SHORES	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	54,500.00	2008 REIMB RESOL	SD
2008 015-621-573	PCT 1 CAPITAL OUTL	08/27/2008	2K8A19	69,591.50	15,091.50	54,500.00-	REVERSAL OF 2K8A12	SD
			TOTAL AMENDMENTS	1	TOTAL CHANGES	18,750.00	REIMB RESOL	SD

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REPORT OF GENERAL LEDGER AMENDMENTS

GEL122 PAGE 2

ACCOUNT NUMBER	ACCOUNT NAME	DATE	AMOUNT NUMBER	OLD BUDGET AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
PRECINCT #1 - EXPENSE SUMMARY								
			TOTAL AMENDMENTS	4	TOTAL CHANGES	19,387.00		
2008 015-622-339	CONSTRUCTION CONTR	08/27/2008	2K8A19	390,223.76	391,123.76	900.00	REIMB FRM WATERFRONT DEVELOP	SD
2008 015-622-573	CAPITAL OUTLAY PUR	08/27/2008	2K8A19	102,583.98	176,717.98	74,134.00	2008 REIMB RESOL	SD
PRECINCT #2 - ROAD & BRIDGE			TOTAL AMENDMENTS	2	TOTAL CHANGES	75,034.00		
2008 015-624-573	PCT4 CAPITAL OUTLA	08/27/2008	2K8A19	95,514.00	254,213.60	158,699.60	2008 REIMB RESOL	SD
PRECINCT #4 EXPENSE SUMMARY			TOTAL AMENDMENTS	1	TOTAL CHANGES	158,699.60		
2008 017-624-339	PCT 4 LATERAL ROAD	08/27/2008	2K8A19	13,812.73	108,812.73	95,000.00	LATERAL ROAD FUND	SD
TOTAL AMENDMENTS			1	TOTAL CHANGES	95,000.00			
2008 019-341-100	DEPOSITORY INTERES	08/27/2008	2K8A19	.00	123,717.84	123,717.84	XFER TO DEBT SVC AUG 15 INT SD	SD
TOTAL AMENDMENTS			1	TOTAL CHANGES	123,717.84			
2008 019-700-061	TRANSFER TO DEBT S	08/27/2008	2K8A19	.00	123,717.84	123,717.84	XFER TO DEBT SER FOR AUG 15 SD	SD
TOTAL AMENDMENTS			1	TOTAL CHANGES	123,717.84			
2008 061-390-019	TRANSFER FROM JUDC	08/27/2008	2K8A19	.00	123,717.84	123,717.84	AUG 15 INT PMT	SD
TRANSFERS REVENUE SUMMARY			TOTAL AMENDMENTS	1	TOTAL CHANGES	123,717.84		
2008 061-873-515	INTEREST 2008 CO S	08/27/2008	2K8A19	.00	218,731.63	218,731.63	AUG 15 INT PMT	SD
TOTAL AMENDMENTS			1	TOTAL CHANGES	218,731.63			

SCHEDULE OF BILLS BY FUND

ACH 289

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	78,793.98
015 ROAD & BRIDGE ADM	17,048.39
027 SECURITY	475.22
051 AGING	1,616.18
101 ADULT SUPERVISION	12,155.52
185 CCAP - JUVENILE PROBATION	5,532.38

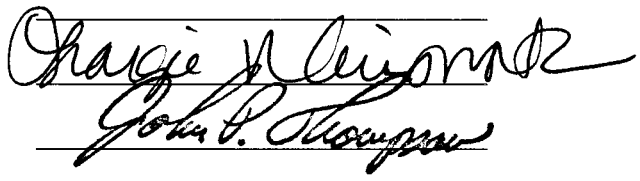
TOTAL OF ALL FUNDS	115,621.67

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

VOL. 54 PAGE 1110

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	117,630.10
015	ROAD & BRIDGE ADM	23,263.02
027	SECURITY	562.59
051	AGING	1,687.78
185	CCAP - JUVENILE PROBATION	6,165.10
TOTAL OF ALL FUNDS		149,308.59

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

Asst

RAY STELLY

COUNTY AUDITOR

Rargie N. Cienswat

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,654.63
015	ROAD & BRIDGE ADM	1,388.77
027	SECURITY	17.66
051	AGING	127.70
185	CCAP - JUVENILE PROBATION	743.11
	TOTAL OF ALL FUNDS	9,931.87

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

Asst

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

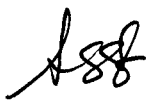
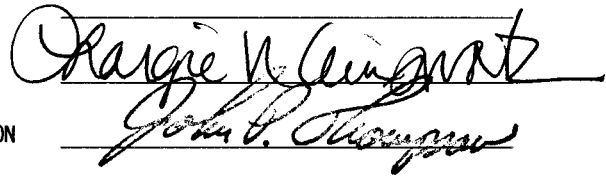
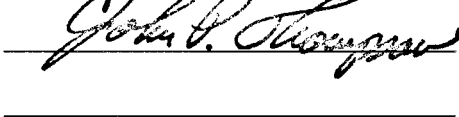
COUNTY JUDGE

Ray Stelly
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	546.06
	TOTAL OF ALL FUNDS	546.06

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

ACT 290

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	25,500.00

TOTAL OF ALL FUNDS	25,500.00

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

FUND DESCRIPTION	DISBURSEMENTS
035 GRANT FUND	14,234.50

TOTAL OF ALL FUNDS	14,234.50

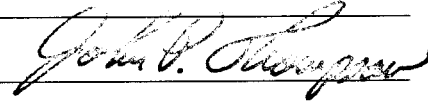
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1115 * 18.00

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FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

2.052.00

TOTAL OF ALL FUNDS

2.052.00

2034.00

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

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	134,933.32
013	JP JUSTICE COURT TECHNOLOGY	69.95
015	ROAD & BRIDGE ADM	55,180.82
027	SECURITY	79.90
035	GRANT FUND	14,234.50
	TOTAL OF ALL FUNDS	204,498.49

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

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	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
JOHN P. THOMPSON
COUNTY JUDGE

Alexander Dale
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
020 CONSTRUCTION FUND	33,000.00

TOTAL OF ALL FUNDS	33,000.00

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

RAY STELLY

COUNTY AUDITOR

Raymond A. Stelly

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

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

ACT 291

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

Ass RAY STELLY
COUNTY AUDITOR *Theresa A. Stewart*
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE _____

SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1120

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	29,959.54
015	ROAD & BRIDGE ADM	6,498.94
027	SECURITY	209.24
051	AGING	586.06
101	ADULT SUPERVISION	4,276.44
185	CCAP - JUVENILE PROBATION	2,049.24
TOTAL OF ALL FUNDS		43,579.46

Act 292

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

RAY STELLY

Asst COUNTY AUDITOR

Rargie N. Ainsworth

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

ACH
293

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,006.68
015	ROAD & BRIDGE ADM	1,520.00
027	SECURITY	48.94
051	AGING	137.06
101	ADULT SUPERVISION	1,000.12
185	CCAP - JUVENILE PROBATION	479.26
TOTAL OF ALL FUNDS		10,192.06

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

RAY STELLY
Asst COUNTY AUDITOR *Margie H. Aizawa*
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	21,149.75
015	ROAD & BRIDGE ADM	4,015.08
027	SECURITY	144.42
051	AGING	211.41
101	ADULT SUPERVISION	2,983.46
185	CCAP - JUVENILE PROBATION	1,542.41
TOTAL OF ALL FUNDS		30,046.53

Act 294

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

Asst
 RAY STELLY
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

Margie U. Ainsworth
John P. Thompson

COPY

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	178,224.79
015	ROAD & BRIDGE ADM	39,092.18
027	SECURITY	1,235.26
051	AGING	3,818.10
101	ADULT SUPERVISION	24,053.03
185	CCAP - JUVENILE PROBATION	11,566.83
TOTAL OF ALL FUNDS		257,990.19

ACH 295

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

RAY STELLY

stelly

COUNTY AUDITOR

Rargie H. Ainsworth

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

VOL.

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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,520.86
015	ROAD & BRIDGE ADM	438.30
TOTAL OF ALL FUNDS		2,959.16

ACH
2976

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

RAY STELLY

Asst

COUNTY AUDITOR

Margie H. August

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	2,133.69
015	ROAD & BRIDGE ADM	720.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	22.50
TOTAL OF ALL FUNDS		2,936.19

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

Asef
RAY STELLY
COUNTY AUDITOR *Margie N. Cunningham*
JOHN P. THOMPSON *John P. Thompson*
COUNTY JUDGE _____

VOL.

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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	340.00
061	DEBT SERVICE FUND	285,937.50
090	DRUG FORFEITURE FUND	45,829.85
	TOTAL OF ALL FUNDS	332,107.35

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

RAY STELLY

Asst

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	21,779.71
015	ROAD & BRIDGE ADM	892.94
020	CONSTRUCTION FUND	8,325.00
027	SECURITY	60.00
040	LAW LIBRARY FUND	50.50
093	CO CLERK RECORDS MGMT FUND	114.00
TOTAL OF ALL FUNDS		31,222.15

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

ASST

RAY STELLY

COUNTY AUDITOR

Raigie A. Cimontz
John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	39,370.60
015	ROAD & BRIDGE ADM	64,366.23
020	CONSTRUCTION FUND	267,385.55
040	LAW LIBRARY FUND	740.00
088	JUDICIARY FUND	197.20
TOTAL OF ALL FUNDS		372,059.58

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

Asst

RAY STELLY

COUNTY AUDITOR

Margie K. Simpson

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	8,410.00

TOTAL OF ALL FUNDS	8,410.00

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

Assf
RAY STELLY
COUNTY AUDITOR *Karrie N. Anderson*
JOHN P. THOMPSON
COUNTY JUDGE *John P. Thompson*

VOL.

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SCHEDULE OF BILLS BY FUND

AH 297

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	166,012.44

	TOTAL OF ALL FUNDS	166,012.44

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

A88

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Charles H. Andrews
John P. Thompson

SCHEDULE OF BILLS BY FUND

ACH 298

FUND DESCRIPTION	DISBURSEMENTS
061 DEBT SERVICE FUND	1,413,437.28

TOTAL OF ALL FUNDS	1,413,437.28

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

Asst

RAY STELLY
 COUNTY AUDITOR *Margie H. Cimprich*

JOHN P. THOMPSON *John P. Thompson*

COUNTY JUDGE _____

ACH 299

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	3,499.32
	TOTAL OF ALL FUNDS	3,499.32

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

RAY STELLY
 COUNTY AUDITOR *Ray Stelly*
 JOHN P. THOMPSON *John P. Thompson*
 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
101 ADULT SUPERVISION	818.42
TOTAL OF ALL FUNDS	818.42

ACH 300

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

RAY STELLY

Asst. COUNTY AUDITOR

Debra J. Dole

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	2,464.02
	TOTAL OF ALL FUNDS	2,464.02

ACH 301

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

RAY STELLY
COUNTY AUDITOR

Stephani Dale

JOHN P. THOMPSON
COUNTY JUDGE

John P. Thompson

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	61,952.82
015	ROAD & BRIDGE ADM	1,163.23
051	AGING	978.45
TOTAL OF ALL FUNDS		64,094.50

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

RAY STELLY

Asst. COUNTY AUDITOR

Melanie Dale

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
101	ADULT SUPERVISION	21,621.71

	TOTAL OF ALL FUNDS	21,621.71

ACH 302

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

RAY STELLY

Asst. COUNTY AUDITOR

Stephanie Deere

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

FUND	DESCRIPTION	DISBURSEMENTS
020	CONSTRUCTION FUND	142,500.00
	TOTAL OF ALL FUNDS	142,500.00

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

RAY STELLY

Asst

COUNTY AUDITOR

Harvie N. Alimovitz

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

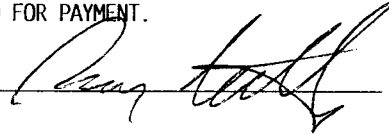
SCHEDULE OF BILLS BY FUND

VOL. 54 PAGE 1138

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	196,319.36
015	ROAD & BRIDGE ADM	232,155.01
040	LAW LIBRARY FUND	460.20
051	AGING	1,013.60
088	JUDICIARY FUND	722.50
090	DRUG FORFEITURE FUND	6,000.00
TOTAL OF ALL FUNDS		436,670.67

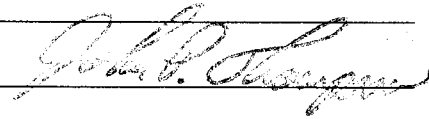
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	11,615.88

TOTAL OF ALL FUNDS	11,615.88

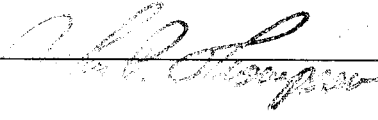
THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

RAY STELLY



COUNTY AUDITOR

JOHN P. THOMPSON



COUNTY JUDGE

ADDENDUM
SCHEDULE OF BILLS
AUGUST 25, 2008

COMPANY NAME	DESCRIPTION	DEPARTMENT	LINE ITEM	AMOUNT
CECIL E. BERG	ATTORNEY FEES	JUDICAL	010-465-400	\$ 850.00
CECIL E. BERG	ATTORNEY FEES	JUDICAL	010-465-408	\$ 2,400.00
CECIL E. BERG	ATTORNEY FEES	JUDICAL	010-426-400	\$ 455.00
GRACICIA I. CAKA	COURT REPORTER/TRANSCRIPT	JUDICAL	010-465-407	\$ 2,518.11
MICHAEL L. DAVIS	ATTORNEY FEES	JUDICAL	010-465-408	\$ 550.00
SETH EVANS	ATTORNEY FEES	JUDICAL	010-464-408	\$ 2,120.00
SETH EVANS	ATTORNEY FEES	JUDICAL	010-426-400	\$ 100.00
MELISSA L. HANNAH	ATTORNEY FEES	JUDICAL	010-465-400	\$ 300.00
MELISSA L. HANNAH	ATTORNEY FEES	JUDICAL	010-465-408	\$ 350.00
JAMES F. KEEGAN	ATTORNEY FEES	JUDICAL	010-465-408	\$ 2,274.00
GERY MAGEE	ATTORNEY FEES	JUDICAL	010-465-408	\$ 1,790.00
THOMAS J. NENNI	ATTORNEY FEES	JUDICAL	010-465-408	\$ 350.00
OUT TO LUNCH CAFÉ	JURY MEALS	JUDICAL	010-465-400	\$ 84.40
SCOTT PAWGAN	ATTORNEY FEES	JUDICAL	010-465-408	\$ 540.00
WALTER Y. QUIJANA, PH.D.	PSYCHOLOGICAL EVALUATION	JUDICAL	010-465-405	\$ 200.00
WALTER Y. QUIJANA, PH.D.	PSYCHOLOGICAL EVALUATION	JUDICAL	010-465-401	\$ 500.00
JOE D. ROTH	ATTORNEY FEES	JUDICAL	010-465-400	\$ 550.00
JOE D. ROTH	ATTORNEY FEES	JUDICAL	010-465-408	\$ 970.00
BURREL ROWE	ATTORNEY FEES	JUDICAL	010-465-400	\$ 700.00
SHELLY SITTON	ATTORNEY FEES	JUDICAL	010-426-400	\$ 425.00
STEPHEN C. TAYLOR	ATTORNEY FEES	JUDICAL	010-465-408	\$ 650.00
DANA T. WILLIAMS	ATTORNEY FEES	JUDICAL	010-465-408	\$ 820.00
DANA T. WILLIAMS	ATTORNEY FEES	JUDICAL	010-465-400	\$ 1,475.00
DANA T. WILLIAMS	ATTORNEY FEES	JUDICAL	010-426-400	\$ 410.00
EXCEL REPORTING & ASSP/	COURT REPORTER/TRANSCRIPT	JUDICAL	010-465-403	\$ 192.30
DAVID WINTERGILL	ATTORNEY FEES	JUDICAL	010-465-400	\$ 1,010.00
TOTAL				<u>\$ 22,673.81</u>

John P. Thompson

XXXX

COPY

August 13, 2008 - August 25, 2008

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NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
(1)	ANGELIC ELAIN LYNN STEPHENSON	HUMAN RESOURCES	102 SECRETARY I	LABOR POOL	12/(01) \$10.28/HR	SEPARATION EFFECTIVE 08/06/2008
(2)	GERALDINE WALTERS WHITE	R&B PCT #1	103 SECRETARY II	LABOR POOL	14/(05) \$12.47/HR	NEW HIRE EFFECTIVE 08/26/2008
(3)	DANIEL W. SANGSTER	JAIL	1038 DEPUTY SHERIFF (TRANSPORT)	REGULAR FULL TIME	20/01 \$31,536.13	NEW HIRE EFFECTIVE 08/26/2008
(4)	MILLER MOFFETT	SECURITY	1063 BAILIFF	LABOR POOL	18/(01) \$13.75/HR	RE-HIRE EFFECTIVE 08/26/2008
(5)	BENITO GONZALEZ, JR.	TAX OFFICE	105 DEPUTY CLERK	REGULAR FULL TIME	12/03 \$22,430.93	RESIGNATION EFFECTIVE 08/15/2008
(6)	LAFAY D. WEST	SHERIFF	1043 TELECOMMUNICATIONS OPERATOR	REGULAR FULL TIME	14/01 \$23,544.98	DISMISSAL EFFECTIVE 08/18/2008
(7)	GUADALUPE GONZALEZ	TAX OFFICE	105 DEPUTY CLERK	REGULAR FULL TIME	12/01 \$21,381.15	NEW HIRE EFFECTIVE 08/27/2008
(8)	SARAH FLORINE ISTRE	JAIL	1055 CORRECTIONS OFFICER	REGULAR FULL TIME	14/01 \$23,544.98	NEW HIRE EFFECTIVE 08/28/2008
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						

ORDER OF GENERAL ELECTION
(ORDEN DE ELECCION GENERAL)

COPY

An election is hereby ordered to be held on **November 4, 2008**, in Polk County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una eleccion el dia 4 de Noviembre 2008 en el Condado de Polk, Texas, con el proposito de elegir los siguientes oficiales del condado y del precinto como requerido por el Articulo XVI, Seccion 65, de la Constitucion de Texas.)

(List Offices) *(Enumere los puestos oficiales)*

*See attached

Early Voting by personal appearance will be conducted each weekday at:

(La votacion adelantada en persona se llevara a cabo de Lunes a Viernes en:)

Livingston – Main Courthouse Lobby, Corrigan & Onalaska Sub-Courthouse,

Temporary Branch Early Voting (location) *(sitio)*

*See attached

Recommended but not required

Between the hours of **8:00** a.m. and **5:00** p.m. beginning on **October 20, 2008**

(date)

(entre las 8:00 de la manana y las 5:00 de la tarde empezando el Octubre 20, 2008)

(fecha)

and ending on **October 31, 2008.** *(y terminando el) Octubre 31, 2008*

(date)

(fecha)

Application for ballot by mail shall be mailed to:

(las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)

BARBARA MIDDLETON

(Name of Early Voting Clerk)

(Nombre del Secretario de la Votacion Adelantada)

P.O. Drawer 2119 or 101 W. Church Suite 100

(Address) *(Direccion)*

Livingston

77351

(City) *(Ciudad)*

(Zip Code) *(Zona Postal)*

Applications for ballots by mail must be received no later than the close of business on:

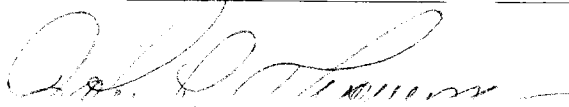
(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el:)

October 28, 2008

(date) *(fecha)*

Issued this the 25th day of August, 20 08.

(Emitada este dia 25 de Agosto, 20 08.)



Signature of County Judge *(Firma del Juez del Condado)*

POLK COUNTY, TEXAS
NOVEMBER 4, 2008 ELECTIONCANDIDATES

Robert H. Trapp (Dem)
Marion A. "Bid" Smith (Dem)
Kenneth Hammack (Rep)
Gary McClendon (Dem)
Bob Willis (Rep)
Milton Byrd Purvis (Dem)
Charles Clack (Rep)
William R. (Bill) Cunningham (Rep)
Stacey Lowe (Rep)
Ray Myers (Dem)
Bobby Key (Rep)
Dana "Bubba" Piper (Dem)

OFFICE SOUGHT

District Judge, 411th Judicial District
Tax Assessor-Collector
Sheriff
Sheriff
Commissioner, Precinct 1
Commissioner, Precinct 3
Constable, Precinct 1
Constable, Precinct 2
Constable, Precinct 3
Constable, Precinct 3
Constable, Precinct 4
Constable, Precinct 4

**NOVEMBER 4, 2008
VOTING PRECINCTS
POLK COUNTY, TEXAS**

COMMISSIONER PCT # 1

BOX #2	South Polk Co. Fire Dept.	FM 2610-Ace
BOX #3	Goodrich Admin. Bldg.	FM 1988-Goodrich
BOX #4	Trinity Lutheran Church	Hwy 59 South-Livingston
BOX #5	Scenic Loop Fire Dept.	FM 3277-Scenic Loop
BOX #19	Escapee's Activity Center	Care Center Dr & Blue Jay
BOX #20	Escapee's Care Center	155 Care Center Dr.

COMMISSIONER PCT #2

BOX #6	Onalaska Sub-courthouse	Hwy 190 West-Onalaska
BOX #7	City Hall-Livingston	200 West Church St-Livingston
BOX #17	Blanchard Baptist Church	FM 2457-Blanchard

COMMISSIONER PCT #3

BOX #8	Leggett School	FM 942-Leggett
BOX #9	Moscow Baptist Church	Old Hwy 35-Moscow
BOX #10	Corrigan High School Gym	Hwy 59 North-Corrigan
BOX #11	Barnum Baptist Church	Barnum Loop
BOX #12	Alabama-Coushatta Admin Bldg.	Park Rd. #56
BOX #18	Dunbar Community Center	MLK Drive-Livingston

COMMISSIONER PCT #4

BOX #1	Segno Vol. Fire Dept.	FM 943-Segno
BOX #13	Big Sandy School Admin Bldg.	FM 1276-Dallardsville
BOX #14	Indian Springs POA Bldg.	Hwy 190 East-Indian Springs
BOX #15	Schwab City Baptist Church	Hwy 146 South-Livingston
BOX #16	VFW Hall-Livingston	Hwy 59 North



Barbara Middleton County Clerk

Schelana Walker, Chief Deputy
Main office (936) 327-6804
Court Dept (936) 327-6805
Fax (936) 327-6874

P. O. Drawer 2119
101 W Church Suite 100
Livingston, TX 77351

August 25, 2008

Honorable John P. Thompson, County Judge
Commissioners Court
Commissioner Bob Willis
Commissioner Ronnie Vincent
Commissioner Buddy Purvis
Commissioner Tommy Overstreet

GENERAL ELECTION NOVEMBER 4, 2008

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED:

OCTOBER 20, 2008 THROUGH **OCTOBER 31, 2008**

LOCATION: LIVINGSTON-MAIN COURTHOUSE-LOBBY

MONDAY thru FRIDAY 8:00 A.M. – 5:00 P.M. (open during lunch)
SATURDAY, October 25, 2008 8:00 A.M. – 12:00 P.M.

LOCATION: ONALASKA SUB-COURTHOUSE

MONDAY thru FRIDAY 8:00 A.M. – 5:00 P.M. (closed at lunch)
SATURDAY, October 25, 2008 8:00 A.M. – 12:00 P.M.

LOCATION: CORRIGAN SUB-COURTHOUSE

MONDAY thru FRIDAY 8:00 A.M. – 5:00 P.M. (closed at lunch)
SATURDAY, October 25, 2008 8:00 A.M. – 12:00 P.M.

*EARLY VOTING DISTANCE MARKERS WILL BE STRICTLY ENFORCED AT
100 FT. FROM EACH ENTRANCE OF THE POLLING PLACE -§ Texas Election
Code - §Section 85.036(a) & (d)

EARLY VOTING SCHEDULE

TEMPORARY BRANCH EARLY VOTING
(MOBILE VOTING)

DUNBAR COMMUNITY ACTION BLDG.	October 28, 2008 12:00 P.M. – 6:00 P.M.
GOODRICH I.S.D. ADMINISTRATION BLDG.	October 29, 2008 12:00 P.M. – 6:00 P.M.
ESCAPEES CARE CENTER	October 30, 2008 4:00 P.M. – 6:00 P.M.

The State of Texas



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Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Hope Andrade
Secretary of State

MEMORANDUM

TO: County Judges

FROM: Ann McGeehan, Director of Elections *Ann McGeehan by mn*

DATE: August 18, 2008

RE: General Election Duties

One of your official election-related duties for the November 4, 2008 general election is to order the election. You must order the general election for county and precinct offices not later than August 26, 2008. The Governor will order the general election for state and district offices to be held on November 4, 2008.

You are required to give notice of this election by publishing the notice in a newspaper of general circulation in the county between October 5, 2008 and October 27, 2008 (deadline extended). You may also give notice by posting a copy of the notice in a public place in each election precinct not later than October 14, 2008 or by mailing the notice to each registered voter in the county not later than October 27, 2008 (deadline extended).

You are also required to post a notice on the bulletin board used for posting open meetings notices of commissioners court meetings not later than October 14, 2008. In addition, you must also mail writs of election to each election judge no later than October 20, 2008.

You are required to certify any independent or write-in candidates to the County Clerk/Elections Administrator no later than September 3, 2008. The deadline for write-in candidates to file with you for county and precinct offices is August 26, 2008 at 5:00 p.m. There are forms for these certifications in our Forms Manual, which is now online at <http://www.sos.state.tx.us/elections/forms/index.shtml>, forms AW3-13 and AW3-14. You do not have to use our form. If no write-in candidates filed, you must certify that fact by stating "none" on Form AW3-14.

The commissioners court **must** canvass the general election between Wednesday, November 12, 2008 and Monday, November 17, 2008.

To assist you in your election-related duties the order of election, notice, and writ of election are located on our website at: <http://www.sos.state.tx.us/elections/forms/index.shtml>. Our website also has a detailed calendar at <http://www.sos.state.tx.us/elections/laws/advisory2008-07.shtml>. If you have any questions regarding the general election or need the form(s) sent to you, please feel free to contact the Elections Division Staff toll-free at 1-800-252-2216.

c: County Clerks/Elections Administrators

AM:MN:ket

#4 (E)



1700 Alma Drive, Suite 110, Plano, Texas 75075
Tel 972-423-9377
Fax 972-423-1145
info@mentalix.com

FED SUBMIT MAINTENANCE AGREEMENT

Effective from: September 30, 2008 Through September 30, 2009
Customer: Polk County Sheriff's Office Contact: Ray Stelly
Telephone: 936-372-6811 Fax: (936) 327-6898 E-Mail: ray.stelly@co.polk.tx.us
Billing Address: 101 West Church Street, Ste 150, Livingston, Texas 77351-2127
Product Location Address: 1733 N Washington Ave., Livingston, Texas 77351-2127
Date Purchased: March 2, 2007 Invoice #: Per Requisition
Software Serial #: 10005095 Live Scanner Serial #: _____

Mentalix, Inc. agrees to provide the services specified below, subject to the terms and conditions set forth in this Agreement for the software and live scanner represented by the above serial number(s). (If purchase includes additional hardware or third-party software, see the manufacturer(s) for maintenance information on those products. The Mentalix Maintenance Agreement only covers Mentalix software products and the live scan device.)

SOFTWARE SERVICES: Annual maintenance for Mentalix software products includes one year of phone/e-mail/remote support (weekdays 8am-5pm Central Time Zone, excluding holidays) for Fed Submit software, plus Fed Submit maintenance releases (corrections & updates). Mentalix can perform remote technical support – under the customer’s initiation and control – for problem resolution and/or periodic maintenance procedures. Requires that customer has PC Anywhere.

HARDWARE SERVICES: Live scan hardware maintenance covers depot repair/replacement of equipment for any problems that arise during normal, wear-and-tear use of equipment. The supplier warrants that the equipment will be free from defects in title, design, material and workmanship and will conform to the applicable specifications under normal use and service. This maintenance agreement covers repair or replacement of any non-conforming equipment during the effective agreement dates listed above. This maintenance agreement does not cover any non-conformity in the equipment caused by repairs or alterations except by the supplier, or by misuse, negligence or accident.

MENTALIX SUPPORT CONTACT INFO:

E-Mail: hotline@mentalix.com
Telephone: (972) 423-9377 Ext. 33

Mentalix recommends the purchase of maintenance with each live scan device and Mentalix software to ensure that users automatically receive the above services. In addition, Mentalix stipulates that users **MUST** follow the procedures and recommendations for safety, maintenance and standard usage as specified in the scanner manufacturer’s user guide.



1700 Alma Drive, Suite 110, Plano, Texas 75075
 Tel 972-423-9377
 Fax 972-423-1145
 info@mentalex.com

THIS AGREEMENT MUST BE FILLED IN COMPLETELY, SIGNED AND SENT TO THE ADDRESS OR FAX NUMBER ABOVE PRIOR TO RECEIVING ANY OF THE SERVICES DESCRIBED. SUPPORT CANNOT BE PROVIDED UNTIL MENTALIX RECEIVES THIS DOCUMENT.

MENTALIX, INC. _____

Polk County _____

By: _____

By:  _____

Print Name: _____

Print Name: John P. Thompson

Title: _____

Title: County Judge

The following information is a description of current maintenance products purchased. Prices are not guaranteed for subsequent annual maintenance renewals, but the list below can be used as a general guide for budgeting purchases for future annual maintenance costs.

MAINTENANCE PRODUCTS			
Maintenance Products	Price	Quantity	Total Per Product
M-FS-CPRT	\$240	1	\$ 240
M-FS-LITE-X	\$1,125	1	\$1,125
M-FS-LIVE	\$300	1	\$300
M-FS-TX	1,800	1	\$1,800
Annual Maintenance Total			\$3,465

FED SUBMIT MAINTENANCE AGREEMENT

Mentalix strongly recommends that all customers with Fed Submit systems purchase maintenance and renew the maintenance contract(s) on an annual basis for the following reasons:

- **Protect your investment.** If you purchased a live scanner with your system, you invested several thousand dollars to obtain that device. Without a maintenance contract on the live scanner, if it breaks down, you will have no recourse except to purchase a brand new device. With an annual maintenance contract, Mentalix will provide depot repair/replacement of the live scanner for any problems that arise during normal, wear-and-tear use in a manner that will minimize down time.
- **Keep your system in sync with changes from the governing agency to which you submit fingerprint transactions.** Mentalix's Fed Submit system is tailored to the specific needs of law enforcement agencies that submit records to governing law enforcement agencies or civilian clearinghouses. Mentalix reacts quickly to updates from these destination agencies that affect operation of the Fed Submit system (changes in the criminal offense codes, for example) by making updates available immediately and by staying on top of changes. Annual software maintenance from Mentalix includes maintenance releases for the duration of the agreement. Maintenance releases (designated by the minor identifier to the right of the version number decimal point) consist of problem corrections and updates. The Mentalix Maintenance Agreement ensures that users have the most up-to-date maintenance version of their purchased Mentalix software.
- **Get technical assistance for software.** Annual Maintenance for Fed Submit includes one year of phone/e-mail/remote support (weekdays 8am-5pm Central Time Zone, excluding holidays) for Fed Submit software. Mentalix can perform remote technical support – under the customer's initiation and control – for problem resolution and/or periodic maintenance procedures.
- **Avoid long-term problems and costly on-site maintenance visits.** Fed Submit software's proactive, automatic maintenance service allows Mentalix to perform pre-emptive maintenance tasks, make system improvements, monitor fingerprint image quality, notify destination agencies and clearinghouses of problems, and address staff training issues before they become lingering problems that may lead to significant maintenance or training costs later. This service offers a huge advantage over periodic, on-site tune-ups that may not give a complete problem diagnosis and may not catch issues (e.g., network problems, spam blockers that quarantine legitimate fingerprint submissions or results, and user errors) soon enough. An automated, proactive maintenance service enables Mentalix to assess such issues immediately and also to save time in correlating user-reported problems with ongoing system status.

Mentalix, Inc. agrees to provide the services specified below, subject to the terms and conditions set forth in this Agreement for the software and live scanner represented by the serial number(s) on the attached quotation. (If purchase includes additional hardware or third-party software, see the manufacturer(s) for maintenance information on those products. The Mentalix Maintenance Agreement only covers Mentalix software products and the live scan device, if applicable.)

SOFTWARE SERVICES: Annual maintenance for Mentalix software products includes one year of phone/e-mail/remote support (weekdays 8am-5pm Central Time Zone, excluding holidays) for Fed Submit software, plus Fed Submit maintenance releases (corrections and updates). Mentalix can perform remote technical support – under the customer's initiation and control – for problem resolution and/or periodic maintenance procedures. Requires that customer has PC Anywhere.

HARDWARE SERVICES (LIVE SCAN CUSTOMERS ONLY): Live scan hardware maintenance covers depot repair/replacement of equipment for any problems that arise during normal, wear-and-tear use of equipment. The supplier warrants that the equipment will be free from defects in title, design, material and workmanship and will conform to the applicable specifications under normal use and service. This maintenance agreement covers repair or replacement of any non-conforming equipment during the effective agreement dates listed on the attached quotation. This maintenance agreement does not cover any non-conformity in the equipment caused by repairs or alterations except by the supplier, or by misuse, negligence or accident.

MENTALIX SUPPORT CONTACT INFO:

E-Mail: hotline@mentalix.com
Telephone: (972) 423-9377 Ext. 33

Mentalix recommends the purchase of maintenance with each live scan device and Mentalix software system to ensure that users automatically receive the above services. In addition, Mentalix stipulates that users **MUST** follow the procedures and recommendations for safety, maintenance and standard usage as specified in the scanner manufacturer's user guide.

THIS AGREEMENT WILL TAKE EFFECT UPON RECEIPT BY MENTALIX OF A PURCHASE ORDER OR PAYMENT FOR THE ATTACHED QUOTATION. SUPPORT CANNOT BE PROVIDED UNTIL MENTALIX RECEIVES A PURCHASE ORDER OR PAYMENT.

Prices are not guaranteed for subsequent annual maintenance renewals, but the attached quotation can be used as a general guide for budgeting purchases for future annual maintenance costs. To assist with your budgeting process, please note the effective dates of this agreement on the attached quotation.

STATE OF TEXAS

§

COUNTY OF SAN JACINTO

§

§

INTERLOCAL COOPERATION AGREEMENT FOR JAIL SERVICES

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

WITNESSETH

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

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

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

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

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

AGREEMENT

ARTICLE 1

TERM AND EFFECTIVE DATE

1.01 **TERM:** This Agreement shall be effective on the date the last party executes this document and shall be effective for one (1) year.

1.02 **RENEWAL:** This Agreement may be renewed annually by mutual agreement of the parties. In the event the parties seek to renew this Agreement at the end of any term, the

per diem rate for detention services shall be negotiated by the parties. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties and subject to the approval of the governing body of each party.

1.03 **TERMINATION:** This Agreement shall terminate on the one-year anniversary of any term, original or renewal. Additionally, this Agreement may be terminated without cause prior to the expiration of the term herein at the option of either Contractor or County upon the giving of sixty (60) days written notice to the other party in the manner and form provided for herein. The termination of the Agreement will be effective upon the last day of the month in which the expiration of the sixty (60) day period occurs.

1.04 This Agreement is also subject to termination upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage or destruction of the Contractor's facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of County's inmates.

**ARTICLE II
DETENTION SERVICES**

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

2.01 **PURPOSE:** Contractor warrants that the services and the facilities provided for detention of inmates meets the requirements of the Texas Commission on Jail Standards and other applicable Texas State and Federal law as applicable to prison facilities.

2.02 **HOUSING AND CARE OF INMATES:** Contractor will confine inmates and give them reasonable and humane care and treatment, consistent with the Texas Commission on Jail Standards and other express provisions in this Agreement. Contractor will provide, as set forth herein, for their physical needs, make available programs, treatment and training consistent with their individual needs and requirements herein, retain them in safe custody, supervise them, maintain proper discipline and control, make certain they receive no privileges except those generally afforded other inmates and that the judgments and orders of the committing court and Board of Parole and Post Prison Supervision are faithfully executed.

2.03 **MEDICAL SERVICES:** The per-day rate under this Agreement covers only routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over the counter /non-legend and routine drugs and medical supplies. The per-day rate does not cover medical/health/dental/psychological/psychiatric services provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatment, or surgical, optic, dental or mental health care and does not include the cost associated with the hospitalization of any inmate. The County shall reimburse Contractor the amount spent for such services, other than routine medical services included in the per-day rate.

- 2.04 OFF-SITE SERVICES: The County Sheriff or designee shall be informed of any inmates receiving emergency medical care, including but not limited to hospitalizations, that result in off-site services as soon as practicable after the service occurs (not more than 1 working day). Contractor will assist County to monitor utilization of off-site services by providing information about the course of an inmates care and treatment. County may elect to retake and return to County's physical custody of an inmate to manage costs and utilization of services.
- 2.05 Contractor has the authority to arrange for the off-site provider to bill County for the costs of hospitalization, medical care and other off-site treatment. In the event direct billing is not available, County shall reimburse Contractor in accordance with the terms of this Agreement.
- 2.06 MEDICAL RECORDS: County agrees to provide Contractor with a copy of each inmates medical, dental and mental health records for the purposes of continuity of care. Contractor agrees to maintain a confidential record of the health care of each inmate. A copy of each inmate's record shall be returned to County at the time each inmate is returned.
- 2.07 MEDICAL INVOICES: County will reimburse Contractor monthly for health care services and associated expenses for which County is responsible under this section. Contractor shall provide County with invoices for such costs and agrees not to add additional administrative charges for reimbursed costs.
- 2.08 INMATE MEDICAL REPORT: Upon request from County, Contractor will provide an inmate report of health care provided.
- 2.09 FACILITY INSPECTION: Contractor agrees to allow periodic inspections of the facilities by County law enforcement personnel. The reports of state or federal inspections of the facilities will be provided to County upon request.
- 2.10 TRANSPORTATION AND OFF-SITE SECURITY: County is solely responsible for the transportation of inmates between the County Jail and Contractor facility. Contractor agrees to provide ambulance and other transportation for inmates to and from local off-site medical facilities and will invoice County in accordance with Section 2.07 above.
- 2.11 COURT APPEARANCES: County shall be responsible for the transportation of County inmates to and from County Jail. County will be responsible for the transportation of inmates for all court proceedings and hearings and during court appearances.
- 2.12 TRANSPORTATION TO TDCJ: Contractor is responsible for the transport of County inmates to the Texas Department of Criminal Justice, Institutional Division, as part of the services covered by the per day rate.
- 2.13 GUARD SERVICES: Contractor will provide guard services as requested or required by the circumstances or the law for inmates admitted or committed to an off-site medical facility at the rate of \$15.00 per hour/per guard.
- 2.14 SPECIAL PROGRAMS: The per day rate set out in the Agreement covers basic custodial care and supervision and does not include special educational, vocational or other

programs provided to inmates in Contractor's facilities. The parties may contract by written agreement for the provision of special programs.

- 2.15 LOCATION AND OPERATION OF FACILITY: Contractor shall provide the detention services described herein at the San Jacinto County Jail, Coldspring, Texas.
- 2.16 ADMITTING AND RELEASING: Contractor shall be responsible for the admitting and releasing of inmates placed in Contractor's facility. Contractor will maintain records of all such transactions in a manner agreed upon by County and Contractor and provide such records to County upon request.
- 2.17 RETURN OF INMATES TO COUNTY: Upon demand by County, Contractor will relinquish to County physical custody of any inmate. Upon request by Contractor, County will resume custody of any inmate so requested within 10 calendar days, or unless a different time is agreed upon by both parties.

ARTICLE III FINANCIAL PROVISIONS

- 3.01 PER DIEM RATE: The per diem rate for detention services under this Agreement is (\$40.00) per man-day. This rate covers one inmate per day. A portion of any day will count as one man-day under this Agreement, except that County may not be billed for two calendar days when an inmate is admitted after 7:00 p.m. and removed the following morning. In that event, Contractor will bill for the day of arrival, but not for the day of departure.
- 3.02 BILLING PROCEDURE: Contractor shall submit an itemized invoice for the services provided each month to County. Such invoices will include a list of each inmate housed and the number of calendar days per inmate. Invoices will be submitted to the officer designated to receive the same on behalf of County. County will make payment to Contractor within thirty (30) calendar days after receipt of the invoice. Payment will be in the name of San Jacinto County, Texas and will be remitted to:

San Jacinto County Auditor
1 State Hwy 150, Rm B1
Coldspring, Texas 77331

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

ARTICLE IV ACCEPTANCE OF INMATES

- 4.01 COMPLIANCE WITH LAW: Nothing herein will create any obligation upon Contractor to house County inmates where the housing of said inmates will, in the opinion of Contractor's Sheriff, raise the population of the facility above the permissible number of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of inmates housed at the facility. At any time that Contractor's Sheriff determines that a condition exists at Contractor's facility necessitating the removal of County inmates, or any specified number thereof, County shall, upon notice by Contractor's Sheriff to County Sheriff, immediately remove said inmates from the facility. County will make every effort to remove any inmate within eight (8) hours of notice from Contractor.
- 4.02 ELIGIBILITY FOR INCARCERATION AT THE FACILITY: The only inmates of County eligible for incarceration at the facility under this Agreement are **NON-HIGH RISK** inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County Jail and pursuant to the custody assessment system in place at Contractor's facility.
- 4.03 All inmates proposed by County to be transferred to Contractor's facility under this Agreement must meet the eligibility requirements set forth above. Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Contractor's facility, Contractor reserves the right to demand that County remove that inmate and replace said inmate with an appropriate inmate of County.
- 4.04 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designee to review the background of all inmates sought to be transferred to Contractor facility, and County shall cooperate with and provide information requested regarding any inmate by Contractor's Sheriff. Contractor reserves the right to refuse acceptance of any inmate of County. Likewise, if any inmates behavior, medical or psychological condition, or other circumstance of reasonable concern to Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of Contractor's Sheriff, County will be requested to remove said inmate from Contractor's facility, and will do so within eight (8) hours upon the request of Contractor's facility when their classification changes for any purpose, including long-term medical segregation.
- 4.05 INMATE SENTENCES: Contractor will not be in charge or responsible for the computation or processing on inmates' time of confinement, including but not limited to, computation of good time awards/credits and discharge dates. Contractor will provide information that may be required regarding the inmate's behavior and performance; however, all such computations and record keeping will continue to be the responsibility of County. It will be the responsibility of County to notify Contractor of any discharge date for an inmate at least ten (10) calendar days before such date. Contractor will release inmates of County only when such release is specifically requested in writing by

County Sheriff. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Contractor to return inmates to the County Jail shortly before the discharge date and for County to discharge the inmate from the County Jail. County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of the same, and to the extent allowed by law, shall indemnify and hold harmless Contractor from all liability or expenses of any kind arising therefrom. County is responsible for all paperwork and arrangements for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V
MISCELLANEOUS

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

To Contractor: San Jacinto County Auditor
1 State Hwy 150, Rm B1
Coldspring, TX 77331

To County: ~~Polk County Auditor~~ *POLK COUNTY JUDGE*
~~516 W Church~~ *101 W. Church St, Ste 300*
Livingston, TX 77351

Copy To: James L. Walters, San Jacinto County Sheriff
75 W. Cedar Avenue
Coldspring, TX 77331

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

- 5.03 **AMENDMENTS:** This Agreement will not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the Commissioners Courts of the respective parties hereto.
- 5.04 **PRIOR AGREEMENTS:** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

- 5.05 REPRESENTATION: Contractor understands and agrees that San Jacinto County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Polk County.
- 5.06 INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing herein contained shall be construed as creating the relationship of employer and employee between parties.
- 5.07 SEVERABILITY: If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- 5.08 LIABILITY: This Agreement is made for the express purpose of providing detention services, which both parties recognize to be a governmental function. Except as hereinafter provided neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any cause of action for the benefit of third parties.
- 509 CHOICE OF LAW AND VENUE: Any legal proceeding against County regarding this agreement shall be brought in the State of Texas, San Jacinto County. Any legal proceeding against Contractor regarding this Agreement shall be brought in the State of Texas, San Jacinto County, in the administrative or judicial forum with appropriate jurisdiction.
- 5.10 APPROVALS: This Agreement must be approved by the governing bodies of all parties in accordance with the Texas Interlocal Cooperation Act.
- 5.11 FUNDING SOURCE: County must pay all amounts due under this Agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County Auditor below certifies that there are sufficient funds from current revenues available to County to meet its obligations under this Agreement.

ARTICLE VI
EXECUTION

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

CONTRACTOR: SAN JACINTO COUNTY

[Signature]
County Judge

May 27, 2009
Date

ATTEST: [Signature]
County Clerk

APPROVED: [Signature]
Sheriff

COUNTY: POLK COUNTY

County Judge

Date

ATTEST: _____
County Clerk

APPROVED: _____
Sheriff

AUDITOR'S CERTIFICATE

I, _____, Auditor for _____ County, do hereby certify that funds are available from current revenues to pay the obligation of _____ County within the foregoing Agreement.

County Auditor, _____ County

ARTICLE VI
EXECUTION

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

CONTRACTOR: SAN JACINTO COUNTY

County Judge

Date

ATTEST: _____
County Clerk

APPROVED: _____
Sheriff

COUNTY: POLK COUNTY

John P. Stuyvesant

County Judge

8/25/08

Date

ATTEST: *Shelana Walker*

County Clerk

APPROVED: *Kenneth Hammond*

Sheriff

AUDITOR'S CERTIFICATE

I, Ray Stelly, Auditor for Polk County, do hereby certify that funds are available from current revenues to pay the obligation of Polk County within the foregoing Agreement.

Ray Stelly 5/26/09

County Auditor, Polk County

#4(K.)

ORDER AWARDING CONTRACT FOR CONSTRUCTION MANAGER-AT- RISK

WHEREAS, Polk County, Texas (the "County") needs to construct an addition and improve its County Jail ("Project"); and

WHEREAS, the County has selected an architect for the Project that the County determined to be the most highly qualified architect pursuant to the provisions of Section 2254.004 of the Texas Government Code; and

WHEREAS, the County has previously granted the exceptions in Section 262.024(a)(2) and Section 271.056(2), Texas Local Government Code, relating to safety of its residents; and

WHEREAS, the County has previously reviewed alternative construction methods permitted under Section 271.111 et seq. of the Texas Local Government Code and by prior action has determined that the Construction Manager-at-Risk method will provide the County with the best value for this Project; and

WHEREAS, the County has performed the selection process for a Construction Manager-at-Risk in accordance with the requirements of Section 271.118 of the Texas Local Government Code, and has determined the contractor that will provide the best value to the County for this Project;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS:

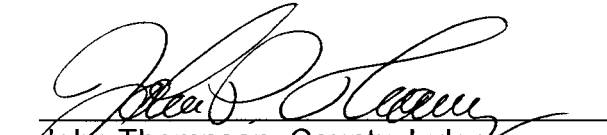
Section 1. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 2. Determination of Best Value. The Commissioners Court hereby finds that J.E. Kingham Construction Company is the contractor that will provide the County will the best value for this Project.

Section 3. Contract Terms. The Commissioners Court hereby finds that it is in the best interest of the County to enter into a contract with J.E. Kingham Construction Company ("Construction Manager") for preconstruction and construction services for the County's Project as set forth in the selection documents and proposal, with the Construction Manager's fee for preconstruction services being \$ -0- , the Construction Manager's fee for construction services being 5.0% , and the cost of general conditions for the Project being the amount determined by execution of Amendment No. 1 of the contract, on the condition that Construction Manager shall not perform construction services on the Project until and unless the Construction Manager's proposal for a Guaranteed Maximum Price for the Project has been approved by the Commissioners Court in a subsequent meeting.


Section 4. Authorization. The Commissioners Court hereby authorizes the County Judge, or his designee, to execute a contract with Construction Manager for preconstruction and construction services for the Project on the terms set forth above, and on such other terms and conditions as the County Judge may deem necessary or advisable.

PASSED AND APPROVED this 25th day of August, 2008.

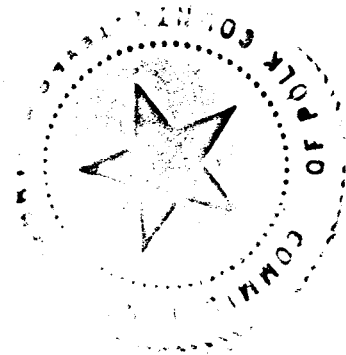


John Thompson, County Judge
Polk County, Texas

ATTEST:



County Clerk
Polk County, Texas
by: Schelana Walker



Contract between Polk County (Employer) and Independent Contractor

This AGREEMENT is made on August 25, 2008, 2008 between Polk County, Texas (County) at 101 W. Church, 3rd floor Livingston, Texas 77351 and Debbie Harlow (Contractor) of Harlow Enterprises Inc., dba Eastex Community Resources

- 1. **Services To Be Performed.** Contractor agrees to perform the following services for Client:
Coordinate, develop and complete County application for Certified Retirement Community Program.
- 2. **Time For Performance.** Contractor agrees to complete the performance of these services on or before January 31, 2009 or within 153 days of commencement.
- 3. **Payment.** In consideration of Contractor's performance of these services, Polk County agrees to pay Contractor as follows: \$ \$11,000.00 .00 upon completion unless otherwise stated herein :
To be paid as follows: \$3,600.00 paid on October 15, 2008. \$3,600.00 to be paid on November 30, 2008 and the balance of \$3,800 to be paid upon completion.
- 4. **Invoices.** Contractor will not be required to submit invoices for services performed.
- 5. **Independent Contractor.** The parties intend Contractor to be an independent contractor in the performance of these services. Contractor shall have the right to control and determine the method and means of performing the above services; The County shall not be liable for any act or failure to act on the part of the Contractor. Contractor agrees to maintain sole responsibility for the provision of any/all insurances for the benefit of the Contractor. Contractor will be responsible for the payment of any expense attributable to his/her performance of this contract, including income taxes, unemployment insurance, social security taxes, and workers' compensation insurance - if applicable.
- 6. **Other Clients.** Contractor retains the right to perform services for other clients.
- 7. **Equipment and Supplies.** Contractor, at Contractor's own expense, will provide all equipment, tools, and supplies necessary to perform the above services, and will be responsible for all other expenses required for the performance of those services, with the exception of N/A.

CONTRACTOR

[Handwritten signature]

COUNTY

[Handwritten signature]

Date: 8/25/08

**APPLICATION FOR PROVIDERS OF PROFESSIONAL SERVICES
Certified Retirement Community (CRC) Application Coordinator**

1. General Information:

Individual or Firm Name: EASTEX COMMUNITY RESOURCES

Address : 114 Leas Drive

City: Livingston State: Texas Zip: 77351

Contact Person:

Name: Debbie Harlow Title: Principal

Telephone: 936-328-9176 Fax: 1-866-735-9421

Internet/e-mail address: dlaharlow@livingston.net

Type of organization (if applicable):

- Sole Proprietorship (individual)
- Corporation
- Partnership
- Joint Venture
- Individual
- Other _____

2. Firm Background and Staff (if applicable):

Year present firm was established: 2002

Name of parent company, if any: HARLOW ENTERPRISES, INC.

List principals of firm: Debbie Harlow - President, Treasurer

Lester Harlow - Vice President, Secretary

Former company name(s) if any, and year(s) established:

Name: _____ Year: _____

3. Fee and Services provided by the Coordinator:

For the sum total of the fee stated herein, the Coordinator shall develop and provide a completed CRC Program application for submittal by Polk County which shall contain all necessary criteria including all assessments, plans, narratives and other supporting documents and information as detailed in Program Guidelines and Application attached hereto as Exhibit "A".

Proposed Fee: \$11,000.00 (eleven-thousand dollars).

4. Summarize services provided to the county as part of the basic services:

Eastex Community Resources shall provide to Polk County services in the capacity of Coordinator for application to the GO Texan Certified Retirement Community Program (CRC).

Services shall include obtaining, compiling and presenting all data, plans, assessments and supporting documents necessary to meet application requirements as stated in the Texas Administrative Code, Title 4, Part 1, Chapter 29 guidelines and procedures.

5. Describe the manner in which you will work with the county to provide coordination, oversight and completion of CRC Project requirements.

Eastex Community Resources shall carry out any and all proposed services in a timely and professional manner.

Eastex Community Resources shall act in the best interest of Polk County at all times in completing the CRC Program application. Clear communication and attention to detail are important factors in completing any project and shall be the mainstay of the project operation.

A good working relationship shall be established with any and all persons or entities who may be involved in representing or providing information on behalf of Polk County for the CRC Program application.

Eastex Community Resources shall provide status updates as requested by the Polk County Commissioners Court or designated Board for the CRC Program application.

Eastex Community Resources shall abide by all procedures and/or rules and regulations associated with the GO TEXAN Certified Retirement Community Program.

6 7. Experience profile: List any/all similar services and/or experience that you feel qualifies you to coordinate the project;

SEE ATTACHMENT FOR # 7
AS PART OF APPLICATION
FOR THIS SECTION # 7.

7 8. References:
Please list (up to 3) references for completed projects similar to the one requested by Polk County or persons that would be familiar with your work and qualifications to provide the services requested.

Project:

Contact Person/Title: See Attached Reference Letter

Phone number: _____

Project Description/ Services provided: _____

Project:

Contact Person/Title: See Attached Reference Letter

Phone number: _____

Project Description/Services Provided: _____

**Project Coordinator Proposal application to Polk County for
CRC PROGRAM Application to Texas Department of Agriculture
Submitted by Debbie Harlow/Eastex Community Resources
August 12, 2008**

Attachment for # 7.

With many years experience in real estate management as an employee, I understand the importance of and how to obtain market research. I have compiled annual investment return reports to investors. The real estate industry has provided me with a wide array of experiences from sales and marketing to budgeting and accounting. A disciplined work ethic and good time management ability have been factors in my professional success.

I have spent countless hours over the past eight years researching, locating and implementing legal documents and information to secure the infrastructure of the Indian Springs Lake Estates Property Owners Assoc. Indian Springs is a 1200 acre platted subdivision which began development in 1963. The process of implementing a solid foundation on which to build has required extensive research in both state legislation and legal avenues to reach goals for this community which now has over 1200 individual property owners. I have served as President of the Indian Springs Lake Estates Property Owners Association since 2005.

During the Hurricane Rita disaster in 2005, after the initial onset, I was able to communicate and coordinate with officials and volunteers to provide daily food, ice and water supplies to approximately 2000 people per day in and around the area of Indian Springs.

I am part owner of Eastex Appraisals, a residential real estate appraisal company serving Polk, San Jacinto, Walker, Tyler, Jasper, Newton, Liberty, Hardin, Jefferson, Chambers, Montgomery, Harris, Fort Bend, Orange, Brazoria, Galveston, Grimes, Brazos, Waller and Austin counties in Texas. Coordinating job orders, accounts receivables and payables, payroll and maintaining efficient customer service in our company demands thoroughness and attention to detail.

I am currently assisting the Livingston-Polk County Chamber of Commerce by providing research and input for the Village Profile publication project.



INTERCONTINENTAL MANAGEMENT, INC.

July 23, 2008

To Whom It May Concern,

This letter will serve as a recommendation on behalf of Debbie Harlow. Debbie worked directly for me approximately six years until 1999 when she moved from Houston. She was the Property Supervisor for maintenance and management personnel and Vice President over daily operations of twelve different condominium and town home properties, one apartment complex and twenty-two single family homes located in the Harris and Fort Bend County areas.

During her employment, she also handled negotiations and oversaw contractors for capital improvements. She worked closely with me in the process of selling the apartment complex shortly before she left and worked with the City of Houston in achieving repairs and permits necessary to sell that property. As a representative of the investors, Debbie held a position on the Board of Directors for two different homeowner associations and was involved with several others.

Debbie understands the financial responsibilities of a business and was instrumental in increasing rents on many of the properties resulting in a substantial return on investments. She is loyal, honest and diligent in reaching goals. Her organizational skills and attention to detail are exceptional.

Debbie is a problem solver and was always able to communicate professionally and effectively with our clientele, vendors and investors to obtain satisfactory solutions. She takes pride in building good working relationships with her colleagues and customers. I would highly recommend her for any company or organization in which she would choose to devote her time.

Please feel free to call if you need any further information.

Sincerely,

Richard Chu

July 30, 2008

To Whom It May Concern:

I have known Ms. Harlow for about 5 or 6 years. I first met her through her work with her subdivision property owners association (Indian Springs POA). She has worked diligently getting the subdivision POA educated and all legal documents corrected and on file at the county courthouse. Ms. Harlow worked with several organizations and governmental offices to accomplish this task. It took a broad range of skills and knowledge to undertake a task of this magnitude.

Ms. Harlow has a great aptitude for grasping new ideas. She is very attentive to detail. She believes in giving an honest day's work for and honest day's pay.

I would recommend Ms. Harlow for any project I wished to be completed accurately and timely.

Sincerely,

A handwritten signature in cursive script that reads "Kathie Freeman". The signature is written in black ink and is positioned below the word "Sincerely,".

Kathie Freeman

Sydney Murphy
1337 Jr. Phillips Rd.
Livingston, TX 77351
(936) 967-3001
(936) 327-0904

July 24, 2008

To Whom It May Concern,

I am writing this letter of recommendation on behalf of Debbie Harlow. Debbie has been very involved for several years in trying to improve Polk County, specifically Indian Springs. She has tirelessly volunteered her time and her efforts for the citizens of this county.

Debbie Harlow initiated and has continued to promote better communication among the different subdivisions in the area. She started discussion groups and meetings so the different Property Owner Association Directors could join together in solving common problems and sharing concerns. This group now meets on a regular basis and has implemented various programs in the different subdivisions to enhance the living conditions, safety and health of all the members. They regularly invite different elected and appointed officials to speak and interact with the group members.

Debbie is a conscientious and motivated person. She understands the value of the "working man's" dollar and is aware of the economic situation of the majority of citizens in Polk County. She believes in accountability for others as well as herself. She actively seeks accurate information regarding the current issues in the county and the possible solutions to those issues. Because of her active involvement and problem solving skills, she is often asked by other groups and organizations to assist or provide input. I have found Debbie to be insightful and encouraging. She is one those people capable of looking at the entire situation and not fixating on one small area.

I have no reservations regarding my recommendation of Debbie Harlow. If you have any further questions, please feel free to contact me at one of the numbers listed above.

Sincerely,



Sydney Murphy

Project:

Contact Person/Title: SEE ATTACHED REFERENCE LETTER

Phone number: _____

Project Description/Services Provided: _____

§ 13. Application Signature:

Until a contract resulting from this process is executed, no employee agent or representative of any professional services provider shall make available or discuss its proposal with the press, any elected official or appointed official or officer of the district, or any employee, agent or other representative of the county, unless given permission to do so in writing by the Commissioners Court of Polk County, Texas.

The information provided on this application I believe to be true and representative of the firm or individual for which it is submitted.

I understand that, if successful, I would provide the services stated herein as an independent contractor and will execute an agreement as such, similar to that provided within this proposal as Exhibit "B".



08/12/08

Signature of Individual/Representative

Date

Debbie Harlow, President Harlow Enterprises, Inc. dba Eastex Community Resources

Printed name of Individual/Representative and Title (if representing firm)

101
#10
VOL. 54-1174
Breckenridge Exploration Co., Inc.
P.O. Box 789
Breckenridge, TX 76424

254-559-7566
Fax 254-559-6337

COOPER OIL & GAS INC.
GEOPHYSICAL PERMIT

Request is hereby respectfully made Cooper Oil & Gas Inc./Client, and Breckenridge Exploration Co., Inc. hereinafter referred to as "BECI", to conduct a 3-D seismic survey over and across the following described lands located in Throckmorton and Baylor Counties, Texas, to wit:

DESCRIPTION: Polk County School Land Survey A-239, Blacks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, containing 11,350.7 acres more or less in Throckmorton and Baylor Counties, Texas.

In consideration for granting this permission, BECI's operations will be conducted in accordance with good standard practices and in a prudent and careful manner, and we agree to hold you free and harmless from any and all claims for damages that may result from BECI's operations on your lands.

COMPENSATION: Five Dollars and no/100 (\$5.00) per acre for mineral permit payable to Polk County and
Five Dollars and no/100 (\$5.00) per acre for damages payable to Tenant for each acre surveyed.

The following conditions shall be complied with while conducting seismic operations on your property.

1. No vehicles shall be driven on said property when the ground is wet or muddy without permission.
2. No fences shall be cut or dropped, unless authorized by the landowner and/or tenant. All fences and gates shall remain as found.
3. No seismic operations shall be conducted closer than three hundred (300') feet from all structures (houses, barns, and water wells).
4. All trash, flagging materials and other equipment used in the geophysical survey shall be removed upon completion of the seismic survey.
5. Dozing authorized as necessary.

If for any reason BECI is unable to conduct a geophysical survey on the above described lands, this permit and all terms shall become null and void. This permit shall be for a period of one (1) year from date of execution or completion of survey. Both Grantor and Grantee shall be absolved of all liability, if Grantor or Grantee fails to notify in writing after 30 days of completion of survey.

BECI would appreciate your signing the enclosed documents, indicating your permission for Cooper Oil & Gas to instruct BECI to enter upon your lands for such purposes, and returning the original and the permit questionnaire in the enclosed postage paid envelope. Please retain the copy for your files. Your prompt attention to this matter is appreciated.


Please indicate by checking the appropriate blank below your ownership or other right to occupy these lands.

Surface Owner and Mineral Owner Tenant (Please see "ADDENDUM")

PROSPECT NAME: Polk County Prospect

Sincerely,
Breckenridge Exploration Co., Inc.

The undersigned hereby consents to the above request:


Rick Aldridge


Date: 9/23/08

SSN/TAX ID: 74-6001621

John Thompson, Polk County Judge
101 W. Church Street, #300
Livingston, TX 77351

Window: Contact List
 Group: <No Group>
 Lookup: ID/Status
 Database: ROLO

"ADDENDUM"

Company	Contact	Address	City	State	Zip Code	Phone
Betty Gayle Corley and Johnna S. Weatherbee	Betty Corley	1920 Hollyhill Lane	Denton	Texas	76205	[1] 940-382-3836
Don Buckalew	Don Buckalew	P.O. Box 3	Oiney	Texas	76374	[1] 940-564-2977
Dorris London and Children	George London	8458 Hwy 70	Vernon	Texas	76384	[1] 940-552-7870
Glenn Cooper	Glenn Cooper	P.O. Box 665	Oiney	Texas	76374	[1] 940-564-5152
Harley Oldham	Harley Oldham	501 N. Avenue D	Oiney	Texas	76374	[1] 940-564-2049
Margaret C. Oldham and Harley Oldham	Harley Oldham	501 N. Ave. D	Oiney	Texas	76374	
Mr. Wilton Cantrell	Wilton E. Cantrell	Box 772	Elbert	Texas	76372	[1] 940-862-5583
Richard D. Hickam	Richard D. Hickam	Rt. 2 Box 60B	Oiney	Texas	76374	[1] 940-564-2316
Sherron Cribbs Manuel and Jerry Don Manuel	Sherron & Jerry Don Manuel	1689 Fm 1711 North	Elbert	Texas	76372	[1] 940-862-5527

This contract ("contract" or "agreement") is made and entered into by and between Polk County, Texas, for the benefit of the Polk County Sheriff's Office ("PCSO"), located in Livingston, Texas, and Harrison's Body Shop ("Harrison's"), located at 1806 North Washington, Livingston, Texas (the "premises"), for the purpose of providing mutually beneficial services.

Preamble

PCSO is a local governmental entity established to provide law enforcement services in Polk County, Texas. Harrison's is a private entity which conducts business in Polk County, Texas. It is the intention and desire of both PCSO and Harrison's to set forth, in writing, the terms and conditions of their agreement, and to be bound thereby.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Purpose. Harrison's agrees to provide PCSO space at the premises to be used by PCSO as an impound lot in which to store impounded and seized motor vehicles, boats, ATVs, and other personal property.
2. Term. This contract has a term of thirty (30) days, and is effective from the date of execution and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This contract may be terminated by either party with or without cause with thirty (30) days written notice.
3. Agreement. This contract and its attachments or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this contract other than those set forth in this contract and duly executed in writing.
4. Covenants.
 - A. **Harrison's agrees to:**
 - Grant PCSO access to its lot located at 1806 North Washington in Livingston, Texas;
 - Allow PCSO to use the northeast corner of the premises, or other equivalent section of the premises, as an impound lot in which to store seized property including, but not limited to, motor vehicles, boats, ATVs, RVs and motorcycles;
 - Take reasonable steps to insure the safety of property stored by PCSO including, but not limited to, not allowing unauthorized persons access to the portion of the premises being used by PCSO;
 - Provide an authorized representative of PCSO with a means of access (key, access code, etc.) to the premises; and
 - Allow PCSO access to the premises twenty-four (24) hours a day, seven (7) days a week, regardless of Harrison's hours and/or dates of operation.

B. PCSO agrees to:

- use the premises in a manner that will minimize the disruption of the usual business of Harrison's;
- erect a sufficient enclosure such that the property to be stored by PCSO shall be kept separate and apart from non-PCSO stored property;
- install and maintain gates and/or locks on said enclosure;
- leave said enclosure, gates and/or locks, and any improvements thereto, on the premises upon termination of this agreement;
- use reasonable care to insure the means of access to the premises given to PCSO (key, access code, etc.) is used only by authorized PCSO personnel; and
- not knowingly store dangerous or hazardous substances on the premises.

5. Confidentiality. Harrison's agrees that all knowledge and information that Harrison's may receive from PCSO or from its employees, or by virtue of the performance of services under and pursuant to this contract, and all information provided by PCSO to Harrison's in reports or the like, together with any other information or data acquired or gained by Harrison's, shall for all time and for all purposes be regarded by Harrison's as strictly confidential and shall be held by Harrison's in confidence, and shall not be used by Harrison's directly or indirectly except with written permission from PCSO.

6. Assignment. Neither this contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

7. Contract Amendment. This agreement may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this contract.

8. Notice. Any notice provided under the terms of this contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Polk County Sheriff's Office
ATTN: Chief Deputy B. Lyons
 1733 N. Washington
 Livingston, Texas 77351

Harrison's Body Shop
ATTN: Trace Harrison
 1806 N. Washington
 Livingston, Texas 77351

9. Relation of Parties. It is the intention of the parties that PCSO be independent of Harrison's and not an employee, agent, joint venturer, or partner of Harrison's and nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between Harrison's and PCSO or Harrison's and any of PCSO's agents.

10. Hold Harmless. Each party shall indemnify and hold the other harmless for any reasonably foreseeable damages or losses suffered by either party in connection with this contract or performance hereunder to the extent permitted by law.

11. Non-Exclusivity of Services. Nothing in this contract may be construed to imply that Harrison's has exclusive right to provide PCSO these services. During the term of this contract, PCSO reserves the right to use all available resources to procure other, similar services as those provided by Harrison's, and, in doing so, will not violate any rights of Harrison's.

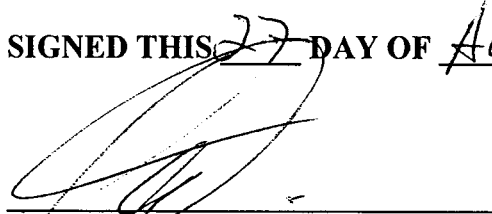
12. Termination. This contract may be terminated prior to the expiration of the Term hereof as follows:

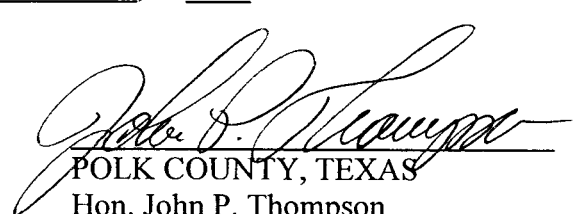
- (a) By mutual written agreement of the parties; or
- (b) By either party giving the other thirty (30) days notice of that party's desire to terminate the contract.

13. Severability. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Governing Law and Venue. This contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this contract shall be in Polk County, Texas.

SIGNED THIS 27 DAY OF Aug, 2008.


HARRISON'S BODY SHOP
Mr. Trace Harrison
1806 N. Washington
Livingston, Texas 77351


POLK COUNTY, TEXAS
Hon. John P. Thompson
County Judge, Polk County, Texas
101 W. Church, #300
Livingston, Texas 77351