

POLK COUNTY COMMISSIONERS COURT

July 28, 2009 10:00 A.M.

2009-078

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

** Please turn off (or mute) all cell phones and pagers **

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. STATUS UPDATE ON JUDICIAL SYSTEM PROJECT FROM HESTERS AND SANDERS ARCHITECTURE.
- 4. **OLD BUSINESS** (TABLED FROM LAST AGENDA)
 - A. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RFP #2009-27; "REDISTRICTING SERVICES ASSOCIATED WITH THE 2010 CENSUS".

NEW BUSINESS

- 5. <u>CONSENT AGENDA</u> (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: July 14, 2009 (Regular Meeting).
 - B. CONSIDER APPROVAL OF BUDGET REVISIONS, AS PRESENTED BY THE COUNTY AUDITOR.
 - C. CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE.
 - D. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
 - E. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.
 - F. CONSIDER APPROVAL TO RETAIN CURRENT ROAD & BRIDGE FEE AND CHILD SAFETY FEE FOR CALENDAR YEAR 2010 AND TO SUBMIT NOTIFICATION TO TEXAS DEPARTMENT OF TRANSPORTATION.
 - G. CONSIDER APPROVAL OF COUNTY CLERK'S RECOMMENDATIONS FOR APPOINTMENT OF ELECTION JUDGES AND ALTERNATES.
 - H. CONSIDER RENEWAL OF BI-ANNUAL AGREEMENTS WITH DETCOG FOR EMERGENCY 9-1-1 SERVICES: (1) PSAP EQUIPMENT & OPERATIONS AND (2) DATABASE MAINTENANCE SERVICES BEGINNING 9/1/09.
 - I. CONSIDER APPROVAL TO ADVERTISE FOR ANNUAL BIDS TO INCLUDE; OIL, GAS AND DIESEL / TIRES AND TUBES / PEST CONTROL / ROAD MATERIALS (BY PRECINCT) / MOTOR GRADER BLADES / BULK PURCHASE OF LIMESTONE ROAD BASE.
 - J. CONSIDER EMERGENCY MANAGEMENT REQUEST FOR APPROVAL OF PRE-POSITIONED AGREEMENT WITH HAZMAT REMEDIATION COMPANY TO ASSIST (AS NEEDED) IN COLLECTION AND DISPOSAL OF ANY HAZARDOUS WASTE THAT MAY BE REPORTED / IDENTIFIED WITHIN POLK COUNTY.
 - K. CONSIDER APPROVAL OF PERSONNEL MANAGEMENT SYSTEM UPDATE, TO INCLUDE; NEW JOB DESCRIPTION FOR 1236-PROJECT LIASON, REVISION OF SECTION 6.12 EMERGENCY CLOSINGS, AND FORM CORRECTIONS AND UPDATES.

- L. AUTHORIZE THE LOCAL VETERANS SERVICE OFFICER ATTENDANCE AT THE ANNUAL STATE TRAINING CONFERENCE TO BE HELD IN SEPTEMBER 2009.
- M. CONSIDER APPROVAL OF CHANGE ORDER TO INCREASE BID # 2009-23 AWARD AMOUNT FOR ADDITIONAL WORK NEEDED IN REPLACING STRUCTURAL ELEMENTS IDENTIFIED AFTER PROJECT STARTUP OF ROOF REPLACEMENT DUNBAR COMPLEX.
- N. RECEIVE COUNTY TREASURERS 3RD QUARTER REPORT FOR FY2009 (APRIL, MAY, JUNE 2009).
- O. CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT 2) LOTS 65 & 66, CANYON PARK #2, CAUSE NO. T07-11; (PCT 3) TRACT 8, A.MAXEY SURVEY, A-441, CAUSE NO. T07-071.
- 6. ACCEPT THE DEPARTMENT OF COMMERCE'S ECONOMIC DEVELOPMENT ADMINISTRATION FINANCIAL ASSISTANCE AWARD FOR THE ESTABLISHMENT OF THE POLK COUNTY COMMERCE CENTER THE PROPOSED LOCATION OF THE ANGELINA COLLEGE AND CONFERENCE CENTER.
- 7. CONSIDERATION AND ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF \$2,525,000 "POLK COUNTY, TEXAS TAX NOTES, SERIES 2009".
- 8. RECEIVE AND CONSIDER ANY/ALL NECESSARY ACTION REGARDING POLK COUNTY APPRAISAL DISTRICT FY2010 BUDGET.
- 9. RECEIVE TAX ASSESSOR COLLECTOR'S CERTIFIED ANTICIPATED COLLECTION RATE FOR FY2010 BUDGET PREPARATION.
- 10. CONSIDER ANY/ALL NECESSARY ACTION REGARDING RE-BID # 2009-29 "PURCHASE AND INSTALLATION OF 911 SYSTEM GENERATOR AT THE POLK COUNTY LAW ENFORCEMENT CENTER".
- 11. CONSIDER REQUEST TO LOCATE SHOE SHINE VENDOR IN MAIN COURTHOUSE.
- 12. CONSIDER APPROVAL OF THE FINAL PLAT OF THE TWIN CREEK SUBDIVISION, PCT. 2.
- 13. DETERMINE WHETHER CIRCUMSTANCES CONTINUE TO EXIST IN THE UNINCORPORATED AREAS OF THE COUNTY CREATING A PUBLIC SAFETY HAZARD THAT WOULD BE EXACERBATED BY OUTDOOR BURNING PROHIBITED UNDER THE COMMISSIONERS COURT (BURN BAN) ORDER ADOPTED ON JUNE 23, 2009, AND SHOULD IT BE FOUND THAT SUCH PUBLIC SAFETY HAZARD NO LONGER EXISTS, CONSIDER RESCINDING THE JUNE 23, 2009 (BURN BAN) ORDER.

ADJOURN

BY

By: John P. Thompson, County Judge

compson

Posted: Thursday, July 23, 2009

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, July 23, 2009 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).

SCHELANA WALKER, COUNTY CLERK

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COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor Livingston, Texas

ADDENDUM to Posting # 2009-078

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for July 28, 2009 at 10:00 A.M.

AMEND TO ADD;

- 5. (CONSENT AGENDA)
 - P. CONSIDER APPROVAL FOR J.E. KINGHAM CONSTRUCTION COMPANY TO PROCEED WITH PERMIT AND BIDDING PROCESS FOR JUDICIAL CENTER PROJECT.
 - Q. CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF AN APPLICATION TO DETCOG FOR THE FY2010 REGIONAL SOLID WASTE GRANTS PROGRAM.
- 14. CONSIDER BIDDING EXEMPTION PURSUANT TO LOCAL GOVERNMENT CODE, CHAPTER 262, AS AMENDED AND APPROVAL OF PURCHASE AND INSTALLATION OF 911 SYSTEM GENERATOR AT THE POLK COUNTY LAW ENFORCEMENT CENTER IN THE AMOUNT OF \$39,875, TO BE FUNDED BY DETCOG GRANT.

AMEND TO DELETE;

12. CONSIDER APPROVAL OF THE FINAL PLAT OF THE TWIN CREEK SUBDIVISION, PCT 2.

Dated: Friday, July 24, 2009

Commissioners Court of Polk County, Texas

John of Teampson

John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Polk County Courthouse at a place readily accessible to the general public during normal business hours on Friday July 24, 2009 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).

SCHELANA WALKER, COUNTY CLERK

BY andra Schmidt, Deputy

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COUNTY OF POLK &

VOL 55 PAGE 3225

DATE: JULY 28, 2009

REGULAR MEETING

ALL MEMBER - Present

COMMISSIONERS COURT AGENDA POSTING #2009 - 078

BE IT REMEMBERED ON THIS THE **28TH** DAY OF **JULY**, **2009**THE HONORABLE COMMISSIONERS COURT MET IN "**REGULAR**" CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT. TO WIT:

HONORABLE JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING.
BOB WILLIS - COMMISSIONER PCT #1, RONNIE VINCENT - COMMISSIONER
PCT #2, MILTON PURVIS - COMMISSIONER PCT #3, C.T. "TOMMY" OVERSTREETCOMMISSIONER PCT #4, SCHELANA WALKER - COUNTY CLERK AND MARGIE AINSWORTHASSISTANT COUNTY AUDITOR. THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES
WERE DULY MADE. CONSIDERED & PASSED.

- 1. WELCOME & CALL TO ORDER AT 10:00 A.M. BY JUDGE THOMPSON.
 - INVOCATION LED BY BRO. CURTIS HESTER, PASTOR OF COMMUNITY MISSIONARY BAPTIST CHURCH OF LEGGETT.
 - PLEDGE OF ALLEGIANCE TO U.S. & TEXAS FLAGS LED BY LARRY SHINE, EMERGENCY MANAGEMENT COORDINATOR.
- 2. PUBLIC COMMENTS:
 - A. DANNY FREEMAN REQUESTED THAT COURT COME UP WITH A PLAN TO DISPLAY SIGNS SHOWING BURN BAN IS IN EFFECT.
 - B. CAROL DIRZANOSKI COMMENTED ON STREET SIGNS MISSING SUGGESTED COUNTY PUT UP 4X4 STREET SIGNS.
- 3. INFORMATIONAL REPORTS: SKIP UNTIL REPRESENTATIVE FROM HESTER AND SANDERS ARCHITECTURE ARRIVES.

OLD BUSINESS (TABLED FROM LAST AGENDA)
DISCUSSION BY MICHAEL MATTHEWS, ASSISTANT DISTRICT ATTORNEY WHOSE RECOMMENDATION IS ALLISON BASS.

4. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, TO AWARD RFP #2009-27 TO ALLISON BASS FOR REDISTRICTING SERVICES ASSOCIATED WITH THE 2010 CENSUS.

ALL VOTING YES.

CONSENT AGENDA:

JUDGE THOMPSON NOTED THAT CONSENT AGENDA ITEM F HAS NO CHANGES, ITEM H INCLUDES COMMENTS FROM ASST. D.A. AND DETCOG, MOTION BY TOMMY OVERSTREET TO TABLE ITEM J. ITEM M INCLUDES AN ADDITIONAL \$5,850, ITEM P & K DISCUSSED SEPARATELY.

- 5. MOTIONED BY RONNIE VINCENT, SECONDED BY MILTON PURVIS, TO APPROVE CONSENT AGENDA AS FOLLOWS:
 - A. APPROVE MINUTES OF JULY 14, 2009 (REGULAR SESSION).
 - B. APPROVAL OF BUDGET REVISIONS #2009-19, AS PRESENTED BY THE COUNTY AUDITOR. (SEE ATTACHED)

C. APPROVAL OF BUDGET AMENDMENTS #2009-19(A), AS SUBMITTED AND REVIEWED BY COURT APPOINTED COMMITTEE. (SEE ATTACHED)

D. APPROVE SCHEDULE OF BILLS INCLUDING ADDENDUM. (SEE ATTACHED)

BILLS INCLUDING ADDLINDOW.	
	CHECK #
	218391
	ACH577
45,645.90	ACH578
10,675.28	ACH579
25,894.64	ACH580
274,763.40	ACH581
2,951.23	ACH582
2,260.84	218392-218397
27,118.48	000105-000107
856.00	000140
106,640.00	000140
3,052.00	102365-102378
276.00	102379-102390
69,533.38	218398-218444
16,680.00	ACH583
345.00	218445
750,000.00	ACH584
50.00	102391-102395
1,488.00	102396-102467
7,820.32	218446-218466
600.00	000141
8,843.57	218467-218476
673,551.49	218477-218648
Addendum	\$156,185.00
(to appear on future schedule)	
2,033,359.12	
	AMOUNT 1,374.17 2,939.42 45,645.90 10,675.28 25,894.64 274,763.40 2,951.23 2,260.84 27,118.48 856.00 106,640.00 3,052.00 276.00 69,533.38 16,680.00 345.00 750,000.00 50.00 1,488.00 7,820.32 600.00 8,843.57 673,551.49 Addendum (to appear on future schedule)

- E. APPROVE PERSONNEL ACTION FORMS. (SEE ATTACHED)
- F. APPROVAL TO RETAIN CURRENT ROAD & BRIDGE FEE AND CHILD SAFETY FEE FOR CALENDAR YEAR 2010 AND TO SUBMIT NOTIFICATION TO TEXAS DEPARTMENT OF TRANSPORTATION. (SEE ATTACHED)
- G. APPROVAL OF COUNTY CLERK'S RECOMMENDATIONS FOR APPOINTMENT OF ELECTION JUDGES AND ALTERNATES. (SEE ATTACHED)
- H. RENEWAL OF BI-ANNUAL AGREEMENTS WITH DETCOG FOR EMERGENCY 9-1-1 SERVICES: (1) PSAP EQUIPMENT & OPERATIONS AND (2) DATABASE MAINTENANCE SERVICES BEGINNING 9/1/09. (SEE ATTACHED)
- I. APPROVAL TO ADVERTISE FOR ANNUAL BIDS TO INCLUDE; OIL, GAS AND DIESEL / TIRES AND TUBES / PEST CONTROL / ROAD MATERIALS (BY PRECINCT) / MOTOR GRADER BLADES / BULK PURCHASE OF LIMESTONE ROAD BASE.
- L. AUTHORIZE THE LOCAL VETERANS SERVICE OFFICER ATTENDANCE AT THE ANNUAL STATE TRAINING CONFERENCE TO BE HELD IN SEPTEMBER 2009.
- M. APPROVAL OF CHANGE ORDER TO INCREASE BID #2009-23 AWARD AMOUNT TO \$5,850 FOR ADDITIONAL WORK NEEDED IN REPLACING STRUCTURAL ELEMENTS IDENTIFIED AFTER PROJECT STARTUP OF ROOF REPLACEMENT-DUNBAR COMPLEX.
- N. RECEIVE COUNTY TREASURERS 3RD QUARTER REPORT FOR FY2009 (APRIL, MAY & JUNE 2009). (SEE ATTACHED)

- O. APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSED PROPERTIES: (PCT 2) LOTS 65 & 66, CANYON PARK #2, CAUSE NO. T07-11; (PCT 3) TRACT 8, A. MAXEY SURVEY, A-441, CAUSE NO. T07-071.
- Q. APPROVAL OF RESOLUTION IN SUPPORT OF AN APPLICATION TO DETCOG FOR THE FY2010 REGIONAL SOLID WASTE GRANTS PROGRAM. (SEE ATTACHED)

DISCUSSION BY JEANETTE MONTGOMERY, HUMAN RESOURCE SUPERVISOR.

K. MOTIONED BY MILTON PURVIS, SECONDED BY RONNIE VINCENT, APPROVAL OF PERSONNEL MANAGEMENT SYSTEM UPDATE, TO INCLUDE; NEW JOB DESCRIPTION FOR 1236-PROJECT LIASON, REVISION OF SECTION 6.12 EMERGENCY CLOSINGS, AND FORM CORRECTIONS AND UPDATES.
ALL VOTING YES. (SEE ATTACHED)

DISCUSSION FROM JENNIFER SELF WITH HESTER AND SANDERS ARCHITECTURE ON JUDICAL CENTER UPDATE.

P. MOTIONED BY TOMMY OVERSTREET, SECONDED BY RONNIE VINCENT, APPROVAL FOR J.E. KINGHAM CONSTRUCTION COMPANY TO PROCEED WITH PERMIT AND BIDDING PROCESS FOR JUDICIAL CENTER. ALL VOTING YES.

DISCUSSION BY KELLY RICH WITH POLK COUNTY INDUSTRIAL DEVELOPMENT CORP. AND DR. LARRY PHILLIPS WITH ANGELINA COLLEGE.

6. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, TO ACCEPT THE DEPARTMENT OF COMMERCE'S ECONOMIC DEVELOPMENT ADMINISTRATION FINANCIAL ASSISTANCE AWARD FOR THE ESTABLISHMENT OF THE POLK COUNTY COMMERCE CENTER - THE PROPOSED LOCATION OF THE ANGELINA COLLEGE AND CONFERENCE CENTER PENDING THE REVIEW OF THE GRANT APPLICATION. ALL VOTING YES.

DISCUSSION AND QUESTIONS OF #6 REGARDING THE MONEY THE COUNTY WILL HAVE TO MATCH FOR THE COMMERCE CENTER. JUDGE THOMPSON NOTED THAT THE MONEY WOULD BE RAISED AND REMAINING ORCA FUNDS COULD POSSIBLY BE USED. THOMPSON ALSO NOTED THAT NEITHER TIME WARRANTS NOR CO'S WOULD BE USED.

DISCUSSION BY JIM GILLEY & TOM POLLAN.

JUDGE THOMPSON READ THE FOLLOWING ORDER: AN ORDER AUTHORIZING THE ISSUANCE OF \$2,525,000 "POLK COUNTY, TEXAS TAX NOTES, SERIES 2009"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE COUNTY TO PAY THE PRINCIPAL OF AND INTEREST ON SAID NOTES AND TO CREAT A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID NOTES.

- MOTIONED BY BOB WILLIS, SECONDED BY TOMMY OVERSTREET, ORDER AUTHORIZING THE ISSUANCE OF \$2,525,000 "POLK COUNTY, TEXAS TAX NOTES, SERIES 2009". ALL VOTING YES. (SEE ATTACHED)
- 8. RECEIVE AND CONSIDER ANY/ALL NECESSARY ACTION REGARDING POLK COUNTY APPRAISAL DISTRICT FY2010 BUDGET. NO ACTION TAKEN/NEEDED. ALL VOTING YES.

DISCUSSION BY BID SMITH, TAX ASSESSOR/COLLECTOR WHO RECOMMENDED 95% COLLECTION RATE.

- MOTIONED BY MILTON PURVIS, SECONDED BY TOMMY OVERSTREET, RECEIVE TAX ASSESSOR COLLECTOR'S CERTIFIED ANTICIPATED COLLECTION RATE OF 95% FOR FY2010 BUDGET PREPARATION. ALL VOTING YES.
- 10. MOTIONED BY RONNIE VINCENT, SECONDED BY MILTON PURVIS, TO DELETE "CONSIDER ANY/ALL NECESSARY ACTION REGARDING RE-BID #2009-29 PURCHASE AND INSTALLATION OF 911 SYSTEM GENERATOR AT THE POLK COUNTY LAW ENFORCEMENT CENTER". ALL VOTING YES.

DISCUSSION FROM MICHAEL MATTHEWS, ASST. D.A.

11. MOTIONED BY MILTON PURVIS, SECONDED BY RONNIE VINCENT, ACCEPT REQUEST TO LOCATE SHOE SHINE VENDOR IN MAIN COURTHOUSE PROVIDED THAT (A) THE SPACE LEASED WILL NOT INTERFERE WITH THE PROPER USE OF THE COURTHOUSE AND (B) WOULD BENEFIT THE CONVENIENCE OF THOSE WHO CONDUCT BUSINESS IN THE COURTHOUSE. AND ALLOW MICHAEL MATTHEWS AND JUDGE THOMPSON TO DRAFT A CONTRACT.

ALL VOTING YES.

12. CONSIDER APPROVAL OF THE FINAL PLAT OF THE TWIN CREEK SUBDIVISION, PCT 2. ITEM DELETED BY ADDENDUM.

DISCUSSION OF OUTDOOR BURNING BY LARRY SHINE, EMERGENCY MANAGEMENT COORDINATOR.

13. DETERMINE WHETHER CIRCUMSTANCES CONTINUE TO EXIST IN THE UNINCORPORATED AREAS OF THE COUNTY CREATING A PUBLIC SAFETY HAZARD THAT WOULD BE EXACERBATED BY OUTDOOR BURNING PROHIBITED UNDER THE COMMISSIONERS COURT (BURN BAN) ORDER ADOPTED ON JUNE 23, 2009, AND SHOULD IT BE FOUND THAT SUCH PUBLIC SAFETY HAZARD NO LONGER EXISTS, CONSIDER RESCINDING THE JUNE 23, 2009 (BURN BAN) ORDER. NO ACTION TAKEN.

DISCUSSION BY JAY BURKS WHO RECOMMENDED RESIDENTIAL COMMERCIAL WIRING.

- 14. MOTIONED BY RONNIE VINCENT, SECONDED BY TOMMY OVERSTREET, ACCEPT BIDDING EXEMPTION PURSUANT TO LOCAL GOVERNMENT CODE, CHAPTER 262, AS AMENDED AND APPROVAL OF PURCHASE AND INSTALLATION OF 911 SYSTEM GENERATOR AT THE POLK COUNTY LAW ENFORCEMENT CENTER IN THE AMOUNT OF \$39,875 TO BE FUNDED BY DETCOG GRANT.
 ALL VOTING YES.
- 12. MOTIONED BY RONNIE VINCENT, SECONDED BY BOB WILLIS, TO DELETE "CONSIDER APPROVAL OF THE FINAL PLAT OF THE TWIN CREEK SUBDIVISION, PCT 2".
 ALL VOTING YES.

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ADJOURN:

MOTIONED BY TOMMY OVERSTREET, SECONDED BY MILTON PURVIS, TO ADJOURN COURT THIS 28TH DAY OF JULY, 2009 AT 10:44 A.M. ALL VOTING YES.

JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:

SCHELANA WALKER, COUNTY CLERK

VOL.

FLAT RATE/FIXED FEE CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts, districts or wards, and to conduct periodic reapportionment of such wards to accomplish fair representation and one-person-one-vote balance; and

WHEREAS, the apportionment of the population of the political entity must comply with state and federal statutory requirements; and

WHEREAS, professional assistance will assure that the obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Associates, L.L.P. is prepared to provide all necessary professional services to assist in this area;

Polk County, acting by and through its Commissioners Court and Allison, Bass and Associates, a Limited Liability Partnership, HEREBY AGREE to the following terms and conditions:

Section 1: STANDARD SERVICES

- A. Allison, Bass & Associates, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the contracting governmental entity. These services include, but are not limited to, the following:
 - 1. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of the contracting governmental entity and election subdivisions of the jurisdiction related thereto.
 - 2. Obtain preliminary population data from the U. S. Census Bureau for the 2010 federal census.
 - 3. Prepare the necessary population and demographic analysis to evaluate existing subdivisions of the contracting governmental entity to insure that the same meet all legal requirements under State and Federal law, and to provide a written report to the contracting governmental entity of all findings.
 - 4. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2010 census, the contracting governmental entity and Allison, Bass & Associates, L.L.P. will conclude this agreement as provided in Section 2A below.
 - 5. Should redistricting be legally required, Allison, Bass & Associates, L.L.P. will, working in conjunction with the contracting governmental entity, prepare no less

than THREE (3) ALTERNATIVE REAPPORTIONMENT PLANS, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2B below.

- 6. Consult with the designated authority (either the governing body of the contracting governmental entity, or any authorized citizens advisory committee) as needed by mail, telephone, email or facsimile, and no fewer than THREE PHYSICAL APPEARANCES within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the executive body of the contracting governmental entity, and not less than two (2) meetings with the designated authority.
- 7. Attend and participate in one or two PUBLIC HEARINGS on proposed redistricting plans. The Public Hearings will be conducted after the designated authority has made a recommendation to the contracting governmental entity, and may be conducted on the same date in two different locations within the jurisdiction being reapportioned.
- 8. After approval by the executive body of the contracting governmental body, prepare and file all necessary maps and other documentation to complete submission to the U. S. Department of Justice for Preclearance under the Voting Rights Act
- 9. Upon receipt of Preclearance from the Department of Justice, prepare and file all necessary notice, maps and documentation with the appropriate Texas officials in conformity with State law.
- 10. In the event litigation is required, Allison, Bass & Associates, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.
- B. The contracting governmental entity agrees to provide access to all necessary records and personnel for this project and to fully cooperate with the Attorneys in this project.

Section 2: COMPENSATION

The contracting governmental entity agrees to compensate Allison, Bass & Associates, LLP for its services as follows:

A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2010 Census Data, is \$1,500.00. The Initial Assessment fee is due January 31, 2010.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity do not require redistricting under state and federal law, and that no legal basis exists for further reapportionment services, there will be no additional costs due beyond the Initial Assessment fee.

B. Further Reapportionment Proceedings Required

The total fixed fee for services is \$14,500.00.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity are unsuitable under state and federal law and services are provided for the reapportionment process the 2nd Installment of \$6,500.00 will be due on September 1, 2011.

Upon completion of the project, and submission of the plan adopted by the contracting governmental entity to the United States Department of Justice, a final and 3rd Installment Fee of \$6,500.00 will be due on September 1, 2012.

C. Total Fixed Fee- NOTE: The Fixed fee does not include the cost of publication or mailing of any notice that may be required by state or federal law. The contracting local governmental entity will bear the cost of such publication or mailing.

BY:

Title: Polk County Judge

Allison, Bass & Associates, L.L.P.

James P. Allison or Robert T. Bass

BY:

THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND

VOL.

COUNTY JUDGE JOHN P. THOMPSON COUNTY AUDITOR RAY STELLY

Revisions

CHANGES BY PUND

FUND DESCRIPTION GENERAL FUND AGING

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		051-645-340 FEMA FOOD RELATED	RAW FOOD	051-645-315 OFFICE SUPPLIES	PAPER FOOD GOODS/S	UNEMPLOYMENT INSUR	WORKERS COMPENSATI	RETIREMENT	SOCIAL SECURITY	SOCIAL SECURITY	SALARIES	UNEMPLOYMENT INSUR	WORKERS COMPENSATI	RETIREMENT	SOCIAL SECURITY	SALARIES	MOBILE PHONE/PAGER	FURNISHED TRANSPOR	BONDS	010-553-330 FURNISHED TRANSPOR	010-695-492 911 EXPENSES	MISCELLANEOUS EXPE 07/06/2009	051-645-340 FEMA FOOD RELATED	RAW FOOD		ACCOUNT NAME	2:47
;	1	07/21/2009	07/21/2009	07/13/2009	3 07/13/2009	2 07/07/2009		07/07/2009	07/07/2009	07/07/2009	07/07/2009		07/07/2009		07/07/2009	07/07/2009					07/06/2009	07/06/2009	07/02/2009	07/02/2009		DATE	
TOTAL STREET	TOTAL AMENDMENTS	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	2K9R19	NUMBER	AMDMT	REPORT OF
		6,655.00	32,178.79	2,400.00	12,600.00	2,906.13	54,883.71	189,543.63	154,962.63	155,081.15	1,614,721.23	1,443.06	29,276.53	89,950.89	73,596.18	923,455.33	1,500.00	8,372.00	100.00	8,500.00	2,000.00	2,864.00	.00	38,833.79	AMOUNT	OLD BUDGET !	REPORT OF GENERAL LEDGER AMENDMENTS
TOTAL CHANGES	TOTAL CHANGES	4,200.00	34,633.79	3,421.00	11,579.00	2,908.45	54,932.12	189,688.49	155,199.67	154,962.63	1,616,270.49	1,440.74	29,228.12	89,806.03	73,477.66	921,906.07	2,310.00	7,562.00	228.00	8,372.00	2,670.00	2,194.00	6,655.00	32,178.79	AMOUNT	OLD BUDGET AMENDED BUDGET	AMENDMENTS
	9	- 1	2,455.00	1,021.00	1,021.00-	2.32	48.41	144.86	237.04	118.52-	1,549.26	2.32-	48.41-	144.86-	118.52-	1,549.26-	810.00	-00.018	128.00		670.00	670.00-	6,655.00	6,655.00~	CHANGE	AMOUNT OF	
		CORRECTION FEMA	CORRECTION FEMA		.00 1,021.00- TO PURCHASE PRINTER CART	STAFFING CHANGE	STAFFING CHANGE	STAFFING CHANGE	CORRECTION	STAFFING CHANGE	STAFFING CHANGE	STAFFING CHANGE	STAFFING CHANGE	STAFFING CHANGE	STAFFING CHANGE	STAFFING CHANGE	TO COVER EXP	TO COVER EXP	TO COVER EXP	TO COVER EXP	TO COVER EXP	COVER EXP	ö	EXPENDITURES TO MATCH FEMA		DESCRIPTION	GEL125 PAGE
		g	αs	SD	SD	SD	SD	SD	SD	CLS	CLS	SD	SD	CES	SD	SD	SD	ds	ds	SD	CIS					CFX	ч

07/16/2009

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ACCOUNT NUMBER ACCOUNT NAME

DATE

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GENERAL LEDGER AMENDMENTS

OLD BUDGET
AMOUNT

2009 010-560-105 SALARIES 0.
2009 010-560-201 SOCIAL SECURITY 0.
2009 010-560-201 SOCIAL SECURITY 0.
2009 010-560-203 RETIREMENT 0.
2009 010-560-204 WORMERS COMPENSATI 0.
2009 010-560-204 WORMERS INSUR 0.
2009 010-560-204 WINDIFFONMENT INSUR 0. 2009 010-553-330 1 2009 010-553-330 1 2009 010-553-423 1 2009 010-553-480 1 EXP.SUM - CONST. 1 2009 010-695-490 N 2009 010-695-492 S EXPENSE SUMMARY -2009 2009 2009 2009 2009 010-512-105 SALARIES
2009 010-512-201 SOCIAL SECURITY
2009 010-512-203 RETIREMENT
2009 010-512-204 WORKERS COMPENSATI
2009 010-512-206 UNEMPLOYMENT INSUR
EXPENSE SUMMARY - JAIL 9 051-645-315 (9 051-645-333) 9 051-645-340) 9 051-645-343) 5 OFFICE SUPPLIES
3 RAW FOOD RELATED
0 FEMA FOOD RELATED
3 PAPER FOOD GOODS/S 0 MISCELLANEOUS 1 2 911 EXPENSES - EMERG MGMT FURNISHED TRANSPOR 07/07/2009 2K9R19 8
FURNISHED TRANSPOR 07/07/2009 2K9R19 8
MOBILE PHONE/PAGER 07/07/2009 2K9R19 1
BONDS 07/07/2009 2K9R19
PCT3 TOTAL AMENDMENTS EXPE 07/07/2009 ZK9R19 1.614,
07/07/2009 ZK9R19 154,
07/07/2009 ZK9R19 154,
07/07/2009 ZK9R19 189,
II 07/07/2009 ZK9R19 54,
UR 07/07/2009 ZK9R19 2,
UR 07/07/2009 ZK9R19 2, 07/13/2009 2K9R19 07/02/2009 2K9R19 07/02/2009 2K9R19 07/02/2009 2K9R19 S 07/13/2009 2K9R19 07/07/2009 07/07/2009 07/07/2009 11 07/07/2009 TR 07/07/2009 07/06/2009 07/06/2009 TOTAL AMENDMENTS TOTAL AMENDMENTS TOTAL AMENDMENTS 2K9R19 2K9R19 2K9R19 2K9R19 2K9R19 2K9R19 2K9R19 AMDMT NUMBER 1,614,721.23 155,081.15 154,962.63 189,543.63 54,883.71 2,906.13 923,455.33 73,596.18 89,950.89 89,276.53 29,276.53 1,443.06 2,400.00 38,833.79 .00 12,600.00 8,500.00 8,372.00 1,500.00 2,864.00 N 4 TOTAL TOTAL TOTAL TOTAL AMENDED BUDGET
AMOUNT 1,616,270.49 154,962.63 155,199.67 189,688.49 54,932.12 2,908.45 921,906.07 73,477.66 89,806.03 29,228.12 1,440.74 3,421.00 32,178.79 6,655.00 11,579.00 2,194.00 2,670.00 CHANGES CHANGES CHANGES 8,372.00 7,562.00 2,310.00 228.00 1,549.26 118.52-237.04 144.86 48.41 2.32 1,863.37 1,549.26-118.52-144.86-48.41-2.32-1,863.37-AMOUNT OF CHANGE 1,021.00 6,655.00 6,655.00 1,021.00-128.00-810.00-810.00 128.00 670.00-670.00 STAFFING CHANGE
- STAFFING CHANGE
CORRECTION
STAFFING CHANGE
STAFFING CHANGE
STAFFING CHANGE - STAFFING CHANGE
- STAFFING CHANGE
- STAFFING CHANGE
- STAFFING CHANGE TO PURCHASE PRINTER CART. EXPENDITURES TO MATCH FEMA EXPENDATURES TO MATCH FEMA TO PURCHASE PRINTER CART 5 6 5555 COVER COVER COVER COVER EXP EXP

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GEL122 PAGE

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DESCRIPTION

VOL.

COUNTY JUDGE THE PRECEDING LIST OF AMENDMENTS WAS REVIEWED AND APPROVED.

COUNTY AUDITOR RAY STELLY

JOHN P. THOMPSON

INCREASE/DECREASE

AMENDMENT CHANGES BY FUND

FUND DESCRIPTION

GENERAL FUND
ROAD & BRIDGE #1
ROAD & BRIDGE #2
FEMA DISASTER FUNDS
AGING

.00 124,576.00 .00 .00

07	07/29/2009 10:22:04		REPORT OF GE	REPORT OF GENERAL LEDGER AMENDMENTS	NDMENTS		GEL122 PAGE	1
	ACCOUNT NUMBER ACCOUNT NAME	DATE	AMDMT (OLD BUDGET AMEND AMOUNT	AMENDED BUDGET AMOUNT	AMOUNT OF CHANGE	DESCRIPTION	CLK
20 20	2009 010-342-451 DISTRICT CLERK REI (2009 010-342-485 SB1704 JUROR FEE R (2009 010-342-600 INSURANCE CLAIMS	07/29/2009 07/29/2009 07/29/2009 TO:	9 2K9A19 9 2K9A19 1 9 2K9A19 1 TOTAL AMENDMENTS	.00 1,500.00- 3,231.18- 3 TOTAL	339.66- 31,500.00- 19,694.94- CHANGES	339.66- 20,000.00- 6,463.76- 26,803.42-	339.66- JUDICIARY REIMB 0,000.00- JURY 6,463.76- RAMSEY AUTO DAMAGE 803.42-	SD SD
20 EX	2009 010-435-485 JURY - PETIT,GRAND 07/29/2009 2K9A19 EXPENSE SUMMARY - JURY	07/29/2009 TO:	9 2K9A19 4	0,000.0	0 60,000.00 TOTAL CHANGES	20,000.00 20,000.00	עאטע	B
E20	2009 010-450-427 TRAVEL/TRAINING (EXP. SUM DIST CLERK	07/29/2009 2K9A19 TOTAL AME	9 2K9A19 TOTAL AMENDMENTS	5,000.00 5,339. TS 1 TOTAL CHANGES	5,339.66 CHANGES	339.66 339.66	JUDICIARY REIMB	SD
2C	2009 010-560-450 REIMB INS VEHICLE (EXPENSE SUMMARY - SHERIFF DEPT	07/29/2009 2K9A19 TOTAL AME	9 2K9A19 TOTAL AMENDMENTS	1,834.06 8,297. TS 1 TOTAL CHANGES	8,297.82 CHANGES	6,463.76 6,463.76	RAMSEY AUTO DAMAGE	SD
2(PF	2009 021-621-571 ROAD MACHINERY/EQU 07/29/2009 2K9A19 PRECINCT #1 - EXPENSE SUMMARY TOTAL AME	27/29/2009 TO	9 2K9A19 2: TOTAL AMENDMENTS	1,603.42 1 TOTAL	146,179.42 CHANGES	124,576.00 124,576.00	APPROVED 6/23/09	SD
20	2009 022-369-100 CULVERT/MATERIAL R 07/29/2009 2K9A19 TOTAL AME	07/29/2009 TO	9 2K9A19 2 TOTAL AMENDMENTS	9,605.84- 1 TOTAL	4- TOTAL CHANGES	4,360.00- 4,360.00-	REIMB PINWAH PINES 2	SD
PH 20	2009 022-622-339 ROAD MATERIAL PRECINCT #2 - ROAD & BRIDGE	07/29/2009 2K9A19 TOTAL AME	NDMEN	0,848.21 1 TOTAL	495,208.21 CHANGES	4,360.00 4,360.00	REIMB PINWAH PINES2	SD
된 2	2009 034-330-100 OTHER FEMA REVENUE 07/29/2009 2K9A19 REVENUE SUMMARY - EMERG MGMT TOTAL AME	07/29/2009 TO	9 2K9A19 TOTAL AMENDMENTS	.00 1 TOTAL	51,384.40- CHANGES	51,384.40- VFD 51,384.40-	VED PMT	SD
四2	2009 034-694-543 VFD DISASTER EXPEN 07/29/2009 2K9A19 EXP SUMMARY - IKE/GUSTAV DISAS TOTAL AME	07/29/2009 TO	9 2K9A19 TOTAL AMENDMENTS	.00 1 TOTAL	51,384.40 CHANGES	51,384.40 51,384.40	VED PMT	S
20	2009 051-339-140 TITLE XX / DHS 2009 051-339-180 F E M A	07/29/2009 07/29/2009 TO	9 2K9A19 6 9 2K9A19 TOTAL AMENDMENTS	4,000.00- 4,200.00- 2 TOTAL	64,300.00- 8,101.00- CHANGES	300.00- DETCOG 3,901.00- TO CER: 4,201.00-	DETCOG TO CERTIFY ADD REV	T SD SD
22	2009 051-645-333 RAW FOOD 2009 051-645-340 FEMA FOOD RELATED	07/29/2009 07/29/2009 TO	9 2K9A19 3 9 2K9A19 TOTAL AMENDMENTS	4,633.79 4,200.00	34,933.79 8,101.00 TOTAL CHANGES	300.00 3,901.00 4,201.00	DETCOG TO CERT ADD REV	S S

FUND DESCRIPTION

DISBURSEMENTS

GENERAL FUND 010

1.374.17

TOTAL OF ALL FUNDS

1.374.17

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

DATE 07/08/2009				REGISTER	FROM: 218391	TO: 218391	CHK100	PAGE	1
*	.000,007	A COOL INT	V/P	CHECKS	BANK ACCOUNT: ALL	VOL.	55 PAGE	32	39
vendor Name	account Number	account Name			ITEM/REASON	DATE	PO NO A	MOUNT	CHECK
AEGON FINANCIAL SERVICES	G 2009 010-401-36 2009 010-401-36 2009 010-401-36 2009 010-401-36 2009 010-401-36 2009 010-401-36 2009 010-401-36 2009 010-401-36 2009 010-401-36	O RETIRE HEA 50 RETIRE HEA	ALTH INS.	PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM PREMIUM	013488983 013488984 013488985 013501678 013501678 452700671 458588773 460608919	07/08/2009 07/08/2009 07/08/2009 07/08/2009 07/08/2009 07/08/2009 07/08/2009 07/08/2009 07/08/2009	1 1 1 1 1 1 1	122.12 122.12 146.58 173.13 122.12 137.62 137.62 137.62 137.62 137.62	218391
					TOTAL CHECKS WRITTEN		1.3	374.17	

TOTAL VOID CHECKS

TOTAL CHECK AMOUNT

0.00

1,374.17

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

101 ADULT SUPERVISION

2,154.37

185 CCAP - JUVENILE PROBATION

785.05

TOTAL OF ALL FUNDS

2,939.42

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

RAY STELLY

Icct

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Ragie Maiprote

ACH 571

ADULT SUPERVISION

VOL.

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VENDOR NAME

ACCOUNT # ACCOUNT NAME

ITEM/REASON

DATE

ACH #

AMOUNT

CAPITAL BANK & TRUST CO. 2009 101-202-100 SALARIES PAYABLE

MS DEAN WITTER

07/09/2009 ACH577

2,154.37

TOTAL ITEMS WRITTEN

1

TOTAL AMOUNT

2,154.37

CHK107 PAGE 2

CCAP - JUVENILE PROBATION

VOL.

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VENDOR NAME

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

DATE ACH # **AMOUNT**

CAPITAL BANK & TRUST CO. 2009 185-202-100 CCAP - JUVENILE PROBATION MS DEAN WITTER

07/09/2009 ACH577

785.05

TOTAL ITEMS WRITTEN

1

TOTAL AMOUNT

785.05

DATE 07/09/2009 TO 07/09/2009

ACH CLAIMS LIST

TOTAL ALL ITEMS

CHK107 PAGE

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vendor name

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

DATE

ACH #

AMOUNT

TOTAL-ITEMS WRITTEN

GRAND TOTAL AMOUNT

2,939.42

2

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	31,439.76
021	ROAD & BRIDGE #1	1.499.10
022	ROAD & BRIDGE #2	1,453.42
023	ROAD & BRIDGE #3	2.068.44
024	ROAD & BRIDGE #4	1,787.64
027	SECURITY	198.22
034	FEMA DISASTER FUNDS	12.74
051	AGING	555.62
101	ADULT SUPERVISION	4,336.78
185	CCAP - JUVENILE PROBATION	2,294.18
	TOTAL OF ALL FUNDS	45,645.90

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Sargie // Climphortz

John V. Though

ACH 578

GENERAL FUND

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK	2009 010-202-100	SALARIES PAYABLE	FICA/WH	07/09/2009	ACH578	15,719.88
FIRST STATE BANK	2009 010-400-201	SOCIAL SECURITY	FICA/WH	07/09/2009		325.36
FIRST STATE BANK	2009 010-401-201	SOCIAL SECURITY	FICA/WH	07/09/2009		51.78
FIRST STATE BANK	2009 010-402-201	SOCIAL SECURITY	FICA/WH	07/09/2009		68.23
FIRST STATE BANK	2009 010-403-201	SOCIAL SECURITY	FICA/WH	07/09/2009		620.58
FIRST STATE BANK	2009 010-405-201	SOCIAL SECURITY	FICA/WH	07/09/2009		130.97
FIRST STATE BANK	2009 010-426-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	549.62
FIRST STATE BANK	2009 010-450-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	721.73
FIRST STATE BANK	2009 010-455-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	237.37
FIRST STATE BANK	2009 010-456-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	218.06
FIRST STATE BANK	2009 010-457-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	229.35
FIRST STATE BANK	2009 010-458-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	201.72
FIRST STATE BANK		SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	562.49
FIRST STATE BANK	2009 010-475-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	1,373.32
FIRST STATE BANK	2009 010-495-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	423.80
FIRST STATE BANK	2009 010-497-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	261.84
FIRST STATE BANK	2009 010-499-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	849.39
FIRST STATE BANK	2009 010-501-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	242.95
FIRST STATE BANK	2009 010-503-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	190.61
FIRST STATE BANK	2009 010-510-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	150.45
FIRST STATE BANK	2009 010-511-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	399.16
FIRST STATE BANK	2009 010-512-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	2,180.60
FIRST STATE BANK	2009 010-551-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	37.88
FIRST STATE BANK	2009 010-552-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	37.88
FIRST STATE BANK	2009 010-553-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	35.29
FIRST STATE BANK	2009 010-554-201	L SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	35.88
FIRST STATE BANK	2009 010-560-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	4,551.39
FIRST STATE BANK	2009 010-645-201	L SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	124.36
FIRST STATE BANK	2009 010-650-201	SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	118.13
FIRST STATE BANK	2009 010-665-201	L SOCIAL SECURITY	FICA/WH	07/09/2009		177.56
FIRST STATE BANK	2009 010-695-201	L SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	347.46
FIRST STATE BANK	2009 010-696-201	L SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	185.70
FIRST STATE BANK	2009 010-697-201	I SOCIAL SECURITY	FICA/WH	07/09/2009	ACH578	78.97

33 TOTAL ITEMS WRITTEN

> 31,439.76 TOTAL AMOUNT

ROAD & BRIDGE #1

VOL.

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 021-202-100 2009 021-621-201	ROAD & BRIDGE #1 SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 07/09/2009		749.55 749.55
				TOTAL ITEMS WR	LTTEN	2
				TOTAL AM	DUNT	1,499.10

ACH CLAIMS LIST

ROAD & BRIDGE #2

vol. 55 PA

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 022-202-100 2009 022-622-201	ROAD & BRIDGE #2 SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 07/09/2009		726.71 726.71
				TOTAL ITEMS WRI	TTEN	2
				TOTAL AMO	UNT	1,453.42

ROAD & BRIDGE #3

 $55\,\text{PAGE}\,3248$ VOL.

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 023-202-100 2009 023-623-201	ROAD & BRIDGE #3 SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 ACH578 07/09/2009 ACH578	1.034.22 1.034.22
				TOTAL ITEMS WRITTEN	2
				TOTAL AMOUNT	2.068.44

ROAD & BRIDGE #4

 $\mathbf{55}\,\mathsf{PAGE}\,\mathbf{3249}$ VOL.

VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 024-202-100 2009 024-624-201	ROAD & BRIDGE #4 SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 ACH578 07/09/2009 ACH578	893.82 893.82
				TOTAL ITEMS WRITTEN	2
				TOTAL AMOUNT	1,787.64

SECURITY

VOL.

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 027-202-100 2009 027-580-201	SECURITY SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 07/09/2009		99.11 99.11
				TOTAL ITEMS WR	ITTEN	2
				TOTAL AM	OUNT	198.22

ACH CLAIMS LIST

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FEMA DISASTER FUNDS

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK		FEMA DISASTER FUNDS SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 07/09/2009		6.37 6.37
				TOTAL ITEMS WR	ITTEN	2
				TOTAL AM	OUNT	12.74

ACCOUNT #

2009 051-202-100 AGING

2009 051-645-201 SOCIAL SECURITY

VENDOR NAME

FIRST STATE BANK

FIRST STATE BANK

ITEM/REASON

FICA/WH

FICA/WH

AGING

ACCOUNT NAME

55 PAGE 3252 VOL. DATE ACH # **AMOUNT** 07/09/2009 ACH578 277.81 07/09/2009 ACH578 277.81

TOTAL ITEMS WRITTEN

TOTAL AMOUNT

555.62

2

ADULT SUPERVISION

VOL.

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	Date ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 101-202-100 2009 101-570-201	ADULT SUPERVISION SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 ACH578 07/09/2009 ACH578	2.168.39 2.168.39
				TOTAL ITEMS WRITTEN	2
				TOTAL AMOUNT	4,336.78

CCAP - JUVENILE PROBATION

VOL.

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK		CCAP - JUVENILE PROBATION SOCIAL SECURITY	FICA/WH FICA/WH	07/09/2009 / 07/09/2009 /		1.147.09 1.147.09
				TOTAL ITEMS WRI	TTEN	2
				TOTAL AMO	UNT	2,294.18

DATE; 07/09/2009 TO 07/09/2009

ACCOUNT #

ACCOUNT NAME

vendor name

ACH CLAIMS LIST

CHK107 PAGE $\,^{11}$ $5\,5$ Page $3\,2\,5\,5$ VOL.

TOTAL ALL ITEMS

DATE

ACH #

AMOUNT

TOTAL ITEMS WRITTEN GRAND TOTAL AMOUNT

ITEM/REASON

51

45,645.90

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7,352.90
021	ROAD & BRIDGE #1	350.60
022	ROAD & BRIDGE #2	339.88
023	ROAD & BRIDGE #3	483.74
024	ROAD & BRIDGE #4	418.14
027	SECURITY	46.34
034	FEMA DISASTER FUNDS	2.98
051	AGING	129.94
101	ADULT SUPERVISION	1.014.22
185	CCAP - JUVENILE PROBATION	536.54
	TOTAL OF ALL FUNDS	10,675.28

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

GENERAL FUND

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK	2009 010-202-100	SALARIES PAYABLE	MED	07/09/2009	ACH579	3,676.45
FIRST STATE BANK	2009 010-400-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	76.10
FIRST STATE BANK	2009 010-401-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	12.11
FIRST STATE BANK	2009 010-402-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	15.96
FIRST STATE BANK	2009 010-403-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	145.13
FIRST STATE BANK	2009 010-405-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	30.63
FIRST STATE BANK	2009 010-426-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	128.54
FIRST STATE BANK	2009 010-450-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	168.80
FIRST STATE BANK	2009 010-455-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	55.52
FIRST STATE BANK	2009 010-456-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	51.00
FIRST STATE BANK	2009 010-457-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	53.64
FIRST STATE BANK	2009 010-458-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	47.18
FIRST STATE BANK	2009 010-465-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	131.53
FIRST STATE BANK	2009 010-475-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	321.20
FIRST STATE BANK	2009 010-495-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	99.11
FIRST STATE BANK	2009 010-497-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	61.25
FIRST STATE BANK	2009 010-499-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	198.65
FIRST STATE BANK	2009 010-501-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	56.82
FIRST STATE BANK	2009 010-503-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	44.58
FIRST STATE BANK	2009 010-510-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	35.18
FIRST STATE BANK	2009 010-511-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	93.36
FIRST STATE BANK	2009 010-512-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	509.96
FIRST STATE BANK	2009 010-551-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	8.86
FIRST STATE BANK	2009 010-552-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	8.86
FIRST STATE BANK	2009 010-553-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	8.25
FIRST STATE BANK	2009 010-554-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	8.39
FIRST STATE BANK	2009 010-560-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	1,064.44
FIRST STATE BANK	2009 010-645-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	29.08
FIRST STATE BANK	2009 010-650-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	27.63
FIRST STATE BANK	2009 010-665-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	41.53
FIRST STATE BANK	2009 010-695-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	81.26
FIRST STATE BANK	2009 010-696-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	43.43
FIRST STATE BANK	2009 010-697-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	18.47
				TOTAL ITEMS WR	ITTEN	33

7,352.90 TOTAL AMOUNT

CHK107 PAGE 2

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VOL.

AMOUNT DATE ACH # ACCOUNT # ACCOUNT NAME ITEM/REASON VENDOR NAME 07/09/2009 ACH579 175.30 FIRST STATE BANK 2009 021-202-100 ROAD & BRIDGE #1 MED 175.30 07/09/2009 ACH579 2009 021-621-201 SOCIAL SECURITY MED FIRST STATE BANK 2 TOTAL ITEMS WRITTEN _____ TOTAL AMOUNT 350.60

			KUAD (a bridge #2.	VOL.	55 PA	AGE 3259
vendor name	ACCOUNT #	ACCOUNT	NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK	2009 022-202-100	ROAD & E	BRIDGE #2	MED	07/09/2009	ACH579	169.94
FIRST STATE BANK	2009 022-622-201	SOCIAL S	SECURITY	MED	07/09/2009	ACH579	169.94
					TOTAL ITEMS WR	ITTÉN	2
					TOTAL AM	DUNT	339.88

ROAD & BRIDGE #3

VOL.

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 023-202-100 2009 023-623-201	ROAD & BRIDGE #3 SOCIAL SECURITY	MED MED	07/09/2009 07/09/2009		241.87 241.87
				TOTAL ITEMS WR	ITTEN	2
				TOTAL AM	OUNT	483.74

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	Date ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 024-202-100 2009 024-624-201	ROAD & BRIDGE #4 SOCIAL SECURITY	MED MED	07/09/2009 ACH579 07/09/2009 ACH579	209.07 209.07
				TOTAL ITEMS WRITTEN	2
				TOTAL AMOUNT	418.14

SECURITY

	SECORITI			VOL.	55 page 3262		
VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT	
FIRST STATE BANK	2009 027-202-100	SECURITY	MED	07/09/2009	ACH579	23.17	
FIRST STATE BANK	2009 027-580-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	23.17	
				TOTAL ITEMS WR	ITTEN	2	
				TOTAL AM	OUNT	46.34	

FEMA DISASTER FUNDS

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK	2009 034-202-100	FEMA DISASTER FUNDS	MED	07/09/2009	ACH579	1.49
FIRST STATE BANK	2009 034-694-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	1.49
				TOTAL ITEMS WR	ITTEN	2
				TOTAL AMO	DUNT	2.98

AGING

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK	2009 051-202-100 2009 051-645-201	AGING SOCIAL SECURITY	MED MED	07/09/2009 ACH57 07/09/2009 ACH57	
				TOTAL ITEMS WRITTEN	2
				TOTAL AMOUNT	129.94

ACH CLAIMS LIST

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ADULT SUPERVISION

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vendor name	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE #	ACH #	AMOUNT
FIRST STATE BANK FIRST STATE BANK		ADULT SUPERVISION SOCIAL SECURITY	MED MED	07/09/2009 A 07/09/2009 A		507.11 507.11
				TOTAL ITEMS WRIT	ITEN	2
				TOTAL AMOU	JNT	1.014.22

CCAP - JUVENILE PROBATION

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VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
FIRST STATE BANK	2009 185-202-100	CCAP - JUVENILE PROBATION	MED	07/09/2009	ACH579	268.27
FIRST STATE BANK	2009 185-586-201	SOCIAL SECURITY	MED	07/09/2009	ACH579	268.27
				TOTAL ITEMS WR	ITTEN	2
				TOTAL AM	DUNT	536.54

*DATE 07/09/2009 TO 07/09/2009

ACH CLAIMS LIST

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TOTAL ALL ITEMS

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VENDOR NAME

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

DATE

ACH #

AMOUNT

TOTAL ITEMS WRITTEN

51

GRAND TOTAL AMOUNT

10,675.28

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	17.839.21
021	ROAD & BRIDGE #1	830.51
022	ROAD & BRIDGE #2	741.18
023	ROAD & BRIDGE #3	1,193.44
024	ROAD & BRIDGE #4	922.76
027	SECURITY	119.08
051	AGING	112.34
101	ADULT SUPERVISION	2,605.42
185	CCAP - JUVENILE PROBATION	1,530.70
	TOTAL OF ALL FUNDS	25,894.64

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

ge Manorak

Pohn P. Thoupson

ACH 580

GENERAL FUND

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VENDOR NAME ACCOUNT # ACCOUNT NAME ITEM/REASON DATE ACH # AMOUNT 07/09/2009 ACH580 FIRST STATE BANK 2009 010-202-100 SALARIES PAYABLE FIT 17,839.21 TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 17,839.21

VOL.

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DATE ACH # AMOUNT vendor name ACCOUNT # ACCOUNT NAME ITEM/REASON 2009 021-202-100 ROAD & BRIDGE #1 07/09/2009 ACH580 830.51 FIRST STATE BANK FIT _____ TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 830.51

VOL.

 $55\, \text{PAGE}\, 3271$

vendor name ACCOUNT # ACCOUNT NAME ITEM/REASON DATE ACH # **AMOUNT** FIRST STATE BANK 2009 022-202-100 ROAD & BRIDGE #2 FIT 07/09/2009 ACH580 741.18 TOTAL ITEMS WRITTEN

TOTAL AMOUNT 741.18

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VENDOR NAME

ACCOUNT #

account name

ITEM/REASON

DATE ACH #

amount 1,193.44

FIRST STATE BANK

2009 023-202-100 ROAD & BRIDGE #3

FIT

07/09/2009 ACH580

TOTAL ITEMS WRITTEN

1

TOTAL AMOUNT

1,193.44

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DATE ACH # amount ITEM/REASON ACCOUNT # ACCOUNT NAME vendor name 07/09/2009 ACH580 922.76 FIT FIRST STATE BANK 2009 024-202-100 ROAD & BRIDGE #4 TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 922.76

SECURITY

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DATE ACH # AMOUNT ACCOUNT # ACCOUNT NAME ITEM/REASON vendor name 119.08 07/09/2009 ACH580 FIT 2009 027-202-100 SECURITY FIRST STATE BANK TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 119.08

CHK107 PAGE 7

AGING

VOL.

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DATE ACH # amount ACCOUNT # ACCOUNT NAME ITEM/REASON VENDOR NAME 07/09/2009 ACH580 112.34 FIT 2009 051-202-100 AGING FIRST STATE BANK TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 112.34

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ADULT SUPERVISION

AMOUNT DATE ACH # ITEM/REASON ACCOUNT # ACCOUNT NAME **VENDOR NAME** 2,605.42 FIT 07/09/2009 ACH580 2009 101-202-100 ADULT SUPERVISION FIRST STATE BANK TOTAL ITEMS WRITTEN TOTAL AMOUNT 2,605.42

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CCAP - JUVENILE PROBATION

vendor name

ACCOUNT # ACCOUNT NAME

ITEM/REASON

Date ACH # AMOUNT

FIRST STATE BANK 2009 185-202-100 CCAP - JUVENILE PROBATION FIT

07/09/2009 ACH580 1.530.70

TOTAL ITEMS WRITTEN

1

TOTAL AMOUNT

1,530.70

DATE 07/09/2009 TO 07/09/2009

ACH CLAIMS LIST

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TOTAL ALL ITEMS

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VENDOR NAME

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

DATE

ACH #

amount

TOTAL ITEMS WRITTEN

GRAND TOTAL AMOUNT

25.894.64

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

ACH 581

CHK107 PAGE

GENERAL FUND

		ULINC	IVAL I OND	VOL.	${\bf 55}{ t PA}$	GE $f 3280$
VENDOR NAME	ACCOUNT #	ACCOUNT NAME	ITEM/REASON	DATE	ACH #	AMOUNT
POLK CO PAYROLL ACCT	2009 010-202-100	SALARIES PAYABLE	NET SALARIES	07/09/2009	9 ACH581	190.033.33
				TOTAL ITEMS W	RITTEN	1
				TOTAL A	MOUNT	190,033.33

VOL.

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DATE ACH # **AMOUNT** ACCOUNT # ACCOUNT NAME ITEM/REASON vendor name 07/09/2009 ACH581 9,307.72 2009 021-202-100 ROAD & BRIDGE #1 NET SALARIES POLK CO PAYROLL ACCT TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 9,307.72

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AMOUNT VENDOR NAME ACCOUNT # ACCOUNT NAME ITEM/REASON DATE ACH # POLK CO PAYROLL ACCT 2009 022-202-100 ROAD & BRIDGE #2 NET SALARIES 07/09/2009 ACH581 8,790.43 TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 8,790.43

VOL.

 $55\, \text{PAGE}\, 3283$

DATE ACH # amount ACCOUNT # ACCOUNT NAME ITEM/REASON VENDOR NAME 07/09/2009 ACH581 12,389.79 NET SALARIES 2009 023-202-100 ROAD & BRIDGE #3 POLK CO PAYROLL ACCT TOTAL ITEMS WRITTEN 1

TOTAL AMOUNT 12.389.79

VOL.

 $55\,\mathrm{PAGE}\,3284$

DATE ACH # AMOUNT **VENDOR NAME** ACCOUNT # ACCOUNT NAME ITEM/REASON POLK CO PAYROLL ACCT 2009 024-202-100 ROAD & BRIDGE #4 NET SALARIES 07/09/2009 ACH581 11,257.61 TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 11,257.61

SECURITY

VOL.

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VENDOR NAME

ACCOUNT # ACCOUNT NAME

ITEM/REASON

DATE ACH # AMOUNT

POLK CO PAYROLL ACCT

2009 027-202-100 SECURITY

NET SALARIES

07/09/2009 ACH581 1.184.30

TOTAL ITEMS WRITTEN

1

TOTAL AMOUNT

1.184.30

FEMA DISASTER FUNDS

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vendor name ACCOUNT # ACCOUNT NAME ITEM/REASON DATE ACH # amount NET SALARIES 07/09/2009 ACH581 POLK CO PAYROLL ACCT 2009 034-202-100 FEMA DISASTER FUNDS 94.90 1 TOTAL ITEMS WRITTEN TOTAL AMOUNT 94.90

AGING

VOL.

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VENDOR NAME

ACCOUNT # ACCOUNT NAME

ITEM/REASON

DATE ACH # AMOUNT

POLK CO PAYROLL ACCT

2009 051-202-100 AGING

NET SALARIES

07/09/2009 ACH581 3,706.11

TOTAL ITEMS WRITTEN

TOTAL AMOUNT 3,706.11

AMOUNT

 ${f 55}$ page ${f 3288}$

ACH #

ADULT SUPERVISION

ITEM/REASON

vendor name

POLK CO PAYROLL ACCT 2009 101-202-100 ADULT SUPERVISION

ACCOUNT #

ACCOUNT NAME

NET SALARIES

07/09/2009 ACH581

24,761.65

TOTAL ITEMS WRITTEN

DATE

VOL.

1

TOTAL AMOUNT

24,761.65

vendor name

POLK CO PAYROLL ACCT

ACCOUNT #

ACCOUNT NAME

2009 185-202-100 CCAP - JUVENILE PROBATION NET SALARIES

CCAP - JUVENILE PROBATION

ITEM/REASON

 $55\,\mathrm{PAGE}\,3289$ VOL.

AMOUNT DATE ACH #

13,237.56 07/09/2009 ACH581

TOTAL ITEMS WRITTEN

13,237.56

TOTAL AMOUNT

TOTAL ALL ITEMS

VOL.

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VENDOR NAME

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

DATE

ACH #

AMOUNT

TOTAL ITEMS WRITTEN GRAND TOTAL AMOUNT

10 274,763.40 DISBURSEMENTS

2,628.32

2,951.23

010 GENERAL FUND 022 ROAD & BRIDGE #2

FUND DESCRIPTION

 022
 ROAD & BRIDGE #2
 222.92

 023
 ROAD & BRIDGE #3
 99.99

TOTAL OF ALL FUNDS

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

ACH582

GENERAL FUND

VOL.

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AMOUNT DATE ACH # ITEM/REASON ACCOUNT # ACCOUNT NAME vendor name 07/09/2009 ACH582 TEXAS CHILD SUPPORT DIVISI 2009 010-202-100 SALARIES PAYABLE CHILD SUPPORT/ACH 2,628.32 TOTAL ITEMS WRITTEN 1 _____ TOTAL AMOUNT 2,628.32

CHK107 PAGE 2

ROAD & BRIDGE #2

VOL.

 $\mathbf{55}$ PAGE $\mathbf{3293}$

ACH # AMOUNT DATE ITEM/REASON vendor name ACCOUNT # ACCOUNT NAME TEXAS CHILD SUPPORT DIVISI 2009 022-202-100 ROAD & BRIDGE #2 CHILD SUPPORT/ACH 07/09/2009 ACH582 222.92 _____ TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 222.92

ROAD & BRIDGE #3

VOL. 55 PAGE 3294

DATE ACH # AMOUNT ITEM/REASON ACCOUNT # ACCOUNT NAME vendor name 99.99 07/09/2009 ACH582 TEXAS CHILD SUPPORT DIVISI 2009 023-202-100 ROAD & BRIDGE #3 CHILD SUPPORT/ACH 1 TOTAL ITEMS WRITTEN 99.99 TOTAL AMOUNT

TOTAL ALL ITEMS

vendor name

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

VOL.

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TOTAL ITEMS WRITTEN GRAND TOTAL AMOUNT

3

2,951.23

FUND	DESCRIPTION	DISBURSEMENTS
010	OENEDAL EUND	1 050 24
010	GENERAL FUND	1,858.34
021	ROAD & BRIDGE #1	100.00
023	ROAD & BRIDGE #3	175.00
024	ROAD & BRIDGE #4	45.00
027	SECURITY	60.00
185	CCAP - JUVENILE PROBATION	22.50
	TOTAL OF ALL FUNDS	2,260.84

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Goly P. Thougas

DATE	07/	09/	20	09
			•	

TMPA

CHECK REGISTER V/P CHECKS

FROM: 218392

BANK ACCOUNT: ALL

TO: 218397

07/09/2009

CHK100 PAGE 1

69.23 218396

10.61 218397

10.61

2,260.84

2,260.84

0.00

55 PAGE 3297 VOL. ACCOUNT ACCOUNT VENDOR PO NO AMOUNT CHECK DATE NUMBER NAME ITEM/REASON NAME INTERNAL REVENUE SERVICE 2009 185-202-100 SALARIES PAYABLE 22.50 IRS LEVY/KEVIN LEE 462-3 07/09/2009 22.50 218392 20.00 LIBERTY TEACHERS' CREDIT U 2009 010-202-100 SALARIES PAYABLE LIBERTY CU 07/09/2009 175.00 LIBERTY CU 07/09/2009 2009 023-202-100 SALARIES PAYABLE -----------195.00 218393 1,516.00 NAC0 07/09/2009 NATIONWIDE RETIREMENT SOLU 2009 010-202-100 SALARIES PAYABLE 07/09/2009 100.00 NACO 2009 021-202-100 SALARIES PAYABLE 45.00 07/09/2009 2009 024-202-100 SALARIES PAYABLE NACO 07/09/2009 60.00 NACO 2009 027-202-100 SALARIES PAYABLE _____ 1.721.00 218394 242.50 TROY LANNING/#08-90085 07/09/2009 STANDING CHAPTER 13 TRUSTE 2009 010-202-100 SALARIES PAYABLE -----242.50 218395 STATE DISBURSEMENT UNIT/ 07/09/2009 69.23 STATE DISBURSEMENT UNIT 2009 010-202-100 SALARIES PAYABLE _____

TMPA

TOTAL CHECKS WRITTEN

TOTAL VOID CHECKS

TOTAL CHECK AMOUNT

2009 010-202-100 SALARIES PAYABLE

FUND DESCRIPTION

DISBURSEMENTS

019 JUDICIAL CENTER CONSTRUCTION F

27,118.48

TOTAL OF ALL FUNDS

27,118.48

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

on Police

DATE 07/10/2009			CHECK REGISTER V/P CHECKS	FROM: 07/10/2009 TO BANK ACCOUNT: ALL	BATCI		CHK100 PAGE PAGE 325	1 a a
vendor Name	ACCOUNT NUMBER	ACCOUNT NAME		ITEM/REASON	VOL. DATE	G G	AMOUNT	
CHANCE / JEFF S	2009 019-465-553	. PERCONSTRUC	TION EXPENSES	POLK CO.JUDICAL CENTER	07/10/2009		2,380.00	
							2,380.00	105
HESTERS & SANDERS ARCHITE	C 2009 019-465-550) ARCHITECT/E	NG SERVICE	POLK CO. JUDICAL CENTER	07/10/2009		15,788.48	
							15,788.48	106
TERRACON CONSULTANTS INC	2009 019-465-55	PERCONSTRUC	CTION EXPENSES	93085021	07/10/2009		8,950.00	
							8,950.00	107
				TOTAL CHECKS WRITTEN TOTAL VOID CHECKS			27,118.48 0.00	

TOTAL CHECK AMOUNT

27,118.48

FUND DESCRIPTION

DISBURSEMENTS

020

CONSTRUCTION FUND

856.00

TOTAL OF ALL FUNDS

856.00

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

RAY STELLY

JOHN P. THOMPSON

COUNTY JUDGE

Gola P. Olivery

DATE 07/16/2009 ' TO: 000140 CHK100 PAGE 1 CHECK REGISTER FROM: 000140 BATCH#: 15 V/P CHECKS BANK ACCOUNT: ALL 55 PAGE 3301 VOL. ACCOUNT VENDOR ACCOUNT AMOUNT CHECK PO NO NUMBER NAME ITEM/REASON DATE NAME MCCLENDON JR/E.L 2009 020-512-551 PRECONSTRUCTION EXPENSES 2008-051 FILE NO. 07/10/2009 856.00 856.00 140 TOTAL CHECKS WRITTEN 856.00 TOTAL VOID CHECKS 0.00

TOTAL CHECK AMOUNT

856.00

FUND DESCRIPTION

DISBURSEMENTS

035 GI

GRANT FUND

106.640.00

TOTAL OF ALL FUNDS

106,640.00

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

DATE 07/10/2009

CHECK REGISTER FROM: 000140 TO: 000140 CHK100 PAGE 1 V/P CHECKS BANK ACCOUNT: ALL BATCH#: 10

•			TIT OFFICIAL	DIVIN MODBOTT MEE				
VENDOR NAME	account Number	ACCOUNT NAME		ITEM/REASON	VOL. DATE	55 PO NO	PAGE 330	
MCDONALD'S MOBILE HOMES	2009 035-409-60 2009 035-409-60	**		30086 (K. BRENEMAN) 29885 (G. HENDRIX)	07/10/200 <u>9</u> 07/10/2009		53,570.00 53,070.00	
							106,640.00	140
				TOTAL CHECKS WRITTEN TOTAL VOID CHECKS			106.640.00	
				TOTAL CHECK AMOUNT			106,640.00	

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND 3,052.00

TOTAL OF ALL FUNDS

3,052.00

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

RAY STELLY

JOHN P. THOMPSON

DATE 07/10/2009		CHECK REGISTI JURY CHECK			HK100 PAGE 1 PAGE 3305
VENDOR NAME		ACCOUNT NAME	TEM/REASON TO	DATE PO NO	amount check
GT DISTRIBUTORS, INC.	2009 010-435-485	JURY - PETIT, GRAND, COMMIS	SS FRAZIER TONY	07/10/2009	240.00
					240.00 102365
GT DISTRIBUTORS, INC.	2009 010-435-485	JURY - PETIT, GRAND, COMMI	SS MARTIN KAREN	07/10/2009	280.00
					280.00 102366
GT DISTRIBUTORS, INC.	2009 010-435-485	JURY - PETIT,GRAND,COMMI	SS ALEC OBREY	07/10/2009	280.00
\ /					280.00 102367
GT DISTRIBUTORS INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS DUNHAM MANUEL	07/10/2009	280.00
					280.00 102368
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS STANDLEY MARION	07/10/2009	200.00
\ /					200.00 102369
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS GARRETT ANNETTE	07/10/2009	240.00
\					240.00 10237 0
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS DICKENS BRYAN	07/10/2009	240.00
X					240.00 102371
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS HODGE CHARLIE	07/10/2009	160.00
					160.00 102372
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT.GRAND,COMMI	SS MCQUEEN SUE ANN	07/10/2009	280.00
/ \					280.00 102373
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS DUNN JAMES	07/10/2009	280.00
					280.00 10237 4
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS DICKENS FLOYD T.	07/10/2009	280.00
/					280.00 102375
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS TULLOS THOMAS A.	07/10/2009	6.00
					6.00 102376
GT DISTRIBUTORS, INC.	2009 010-435-485	5 JURY - PETIT,GRAND,COMMI	SS BAILEY STEPHEN	07/10/2009	6.00
\					6.00 102377
T DISTRIBUTORS, INC	2009 010-435-485	5 JURY - PETIT,GRAND.COMMI	SS RIVER OF LIFE	07/10/2009	280.00

CHK100 PAGE 2 CHECK REGISTER FROM: 102365 TO: 102378 DATE 07/10/2009 BANK ACCOUNT: ALL JURY CHECKS $55\, \text{PAGE}\, 3306$ VOL. ACCOUNT ACCOUNT VENDOR AMOUNT CHECK PO NO ITEM/REASON DATE NAME NAME NUMBER -----280.00 102378 3,052.00 TOTAL CHECKS WRITTEN TOTAL VOID CHECKS 0.00 3,052.00

TOTAL CHECK AMOUNT

SCHEDULE OF BILLS BY FUND

VOL. 55 PAGE 3307

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

276.00

TOTAL OF ALL FUNDS

276.00

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

RAY STELLY

JOHN P. THOMPSON

DATE *07/10/2009			CHECK REGISTER JURY CHECKS	BANK ACCOUNT: ALL		CHK100 PAGE	1
VENDOD A	ACCOUNT	ACCOUNT		Cherics waisled	\mathbf{j} vol. 5	5 page 3	308
VENDOR NAME THE	NUMBER	NAME.		ITEM/REASON	DATE PO NO	AMOUNT	CHEOK
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PET	FIT,GRAND,COMMISS	LAMBRIGHT EVAN DEAN	07/10/2009	6.00	
						6.00	102379
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PET	ΓΙΤ,GRAND,COMMISS	PARRISH MARY MARSHA	07/10/2009	40.00	
\ /					-	40.00	102380
GT DISTRIBUTORS. INC.	2009 010-435-48	5 JURY - PET	ΓΙΤ.GRAND.COMMISS	HEARREN LOUIS JACOB	07/10/2009	6.00	
\ /					-	6.00	102381
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PET	ΓΙΤ,GRAND,COMMISS	RICHARDSON ROSARIO	07/10/2009	40.00	
\ /					-	40.00	102382
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT,GRAND,COMMISS	TOLAR BOBBI REDDEN	07/10/2009	6.00	
\					-	6.00	102383
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT,GRAND,COMMISS	NELSON WILLIAM RICHAR	07/10/2009	6.00	
X					-	6.00	102384
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT,GRAND,COMMISS	ECKELMAN DUANE KEITH	07/10/2009	40.00	
/ \					-	40.00	102385
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT,GRAND,COMMISS	HILL ROBERT EARL	07/10/2009	6.00	
/ \					-	6.00	102386
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT.GRAND,COMMISS	WOOD CONNIE BETH	07/10/2009	40.00	
/ \					-	40.00	102387
GT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT,GRAND,COMMISS	LATHAN NONA L	07/10/2009	40.00	
/						40.00	102388
GT/DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT,GRAND,COMMISS	DEMPSEY JERRY KEITH	07/10/2009	40.00	
/					-	40.00	102389
OT DISTRIBUTORS, INC.	2009 010-435-48	5 JURY - PE	TIT,GRAND.COMMISS	S SWEANY THOMAS M	07/10/2009	6.00	
1				r .			

6.00 102390

CHK100 PAGE 2 TO: 102390 DATE 07/10/2009 CHECK REGISTER FROM: 102379 BANK ACCOUNT: ALL JURY CHECKS $55\,\text{PAGE}\,3309$ VOL. ACCOUNT ACCOUNT VENDOR AMOUNT CHECK DATE PO NO NAME ITEM/REASON NUMBER NAME 276.00 TOTAL CHECKS WRITTEN 0.00 TOTAL VOID CHECKS

TOTAL CHECK AMOUNT

276.00

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	CENEDAL EURO	65.845.78
010	GENERAL FUND	,-
013	JP JUSTICE COURT TECHNOLOGY	69.95
021	ROAD & BRIDGE #1	632.00
022	ROAD & BRIDGE #2	662.55
023	ROAD & BRIDGE #3	608.76
024	ROAD & BRIDGE #4	573.89
027	SECURITY	151.20
034	FEMA DISASTER FUNDS	213.00
040	LAW LIBRARY FUND	50.50
051	AGING	611.75
093	CO CLERK RECORDS MGMT FUND	114.00
	TOTAL OF ALL FUNDS	69,533.38

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

DATE 07/10/2009 CHECK REGISTER FROM: 218398 TO: 2

V/P CHECKS BANK

FROM: 218398 TO: 218444 BANK ACCOUNT: ALL CHK100 PAGE

263.20

07/10/2009

1 04 20220 01

2009 010-409-440 ELECTRICITY

·		W/F CHECKS	DANK ACCOUNT. ALL			
VENDOR NAME	ACCOUNT NUMBER	account Name	ITEM/REASON		5 PAGE 33	
ADAMS/LYNETTE	2009 010-403-427	TRAVEL/TRAINING	COUNTY CLERK	07/10/2009	8.80	
				-	8.80	218398
AT & T	2009 010-409-420	TELEPHONE	936-398-2154-225-8	07/10/2009	47.78	
	2009 051-645-420	TELEPHONE EXPENSE	936-398-4090-272-3	07/10/2009	62.88	
	2009 010-409-420		936-398-4090-272-3	07/10/2009	98.14	
	2009 010-409-420	TELEPHONE	936-398-4114-600-7	07/10/2009	200.12	
	2009 023-623-420	TELEPHONE	936-398-4171-917-5	07/10/2009	229.46	
	2009 010-409-420) TELEPHONE	936-398-4222-601-4	07/10/2009	57.57	
	2009 023-623-420) TELEPHONE	936-398-4406-369-6	07/10/2009	139.29	
	2009 010-409-420) TELEPHONE	936-398-4547-909-9	07/10/2009	47.71	
	2009 010-409-420) TELEPHONE	936-398-4792-540-4	07/10/2009	684.72	
	2009 010-409-420) TELEPHONE	936-398-4963-889-8	07/10/2009	102.04	
	2009 010-409-420) TELEPHONE	936-398-5031-097-3	07/10/2009	162.70	
	2009 010-409-420	TELEPHONE	936-398-4464-041-0	07/10/2009	31.83	
					1,864.24	218399
AT & T MOBILITY	2009 010-553-423	MOBILE PHONE/PAGER	303472137	07/10/2009	180.40	
					180.40	218400
AT&T MOBILITY	2009 010-402-420	LIC. & WEIGHTS-OPERATING	878539065	07/10/2009	252.59	
					252.59	218401
BARBEE/JAY *	2009 010-697-315	5 OFFICE SUPPLIES	REIMBURSEMENT	07/10/2009	76.63	
					76.63	218402
BATTISE, PATRICK	2009 010-512-426	5 TRAVEL - TRANSPORT PRISONE	POLK CO JAIL	07/10/2009	25.97	
					25.97	218403
DDIMITY MOALL	2000 010 511 42	7 TRAVEL/TRAINING	POLK COUNTY MAINT	07/10/2009	85.00	
BRUMLEY, NOAH		7 TRAVEL/TRAINING	REIMBURSEMENT	07/10/2009	37.95	
					122.95	218404
CENTERPOINT ENERGY ENTEX	2009 010-409-44	1 GAS/HEAT	2687998-1	07/10/2009	22.92	
					22.92	218405
CITY OF GOODRICH	2009 021-621-44	2 WATER	110	07/10/2009 293971	41.49	ı
					41.49	218406
CITY OF LIVINGSTON *	2009 010-409-44	O ELECTRICITY	1 01 17700 00	07/10/2009	242.53	\$
	2009 010-409-44	2 WATER	1 01 17700 00	07/10/2009	68.00)
	2009 010-409-44	O ELECTRICITY	1 04 20210 04	07/10/2009	50.71	
	2009 010-409-44	2 WATER	1 04 20210 04	07/10/2009	57.00	
	2000 010-400-44	N FLECTRICITY	1 04 20220 01	07/10/2009	263.20	}

EASTEX TELEPHONE COOP.. IN 2009 022-622-420 TELEPHONE

2009 021-621-420 TELEPHONE

2009 022-622-420 TELEPHONE

2009 010-409-420 TELEPHONE

2009 021-621-420 TELEPHONE

CHECK REGISTER

FROM: 218398

TO: 218444

07/10/2009

07/10/2009

07/10/2009

07/10/2009

07/10/2009

24.80

25.80

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24.80

97.78

CHK100 PAGE

BANK ACCOUNT: ALL V/P CHECKS 55 PAGE 3312 VOL. ACCOUNT ACCOUNT VENDOR AMOUNT CHECK PO NO ITEM/REASON DATE NUMBER NAME NAME 40.00 07/10/2009 1 04 20220 01 2009 010-409-442 WATER 131.26 07/10/2009 2009 010-409-440 ELECTRICITY 1 04 22800 01 40.00 1 04 22800 01 07/10/2009 2009 010-409-442 WATER 1 07 05500 02 2 462 65 07/10/2009 2009 010-409-440 ELECTRICITY 1 07 05500 02 07/10/2009 380.00 2009 010-409-442 WATER 1 07 05500 02 1 07 05550 02 1 07 05650 02 1 07 05655 02 1 08 19805 04 1 08 19805 04 07/10/2009 381 75 2009 010-409-440 ELECTRICITY 74.92 07/10/2009 2009 010-409-440 ELECTRICITY 20.00 07/10/2009 2009 010-409-442 WATER 07/10/2009 16.68 2009 010-409-440 ELECTRICITY 518.67 07/10/2009 2009 010-409-440 ELECTRICITY 63.00 1 08 19805 04 07/10/2009 2009 010-409-442 WATER 1 08 20370 00 07/10/2009 183.90 2009 010-409-440 ELECTRICITY 188.00 1 08 20370 00 07/10/2009 2009 010-409-442 WATER 1 08 20370 00 1 08 20375 01 1 08 20375 01 1 08 20376 01 1 08 20380 00 1 08 20380 00 7.573.80 2009 010-409-440 ELECTRICITY 07/10/2009 1.424.00 2009 010-409-442 WATER 07/10/2009 07/10/2009 544.00 2009 010-409-440 ELECTRICITY 2009 010-409-440 ELECTRICITY 609.16 07/10/2009 94.00 07/10/2009 2009 010-409-442 WATER 1 09 12900 01 939.34 07/10/2009 2009 010-409-440 ELECTRICITY 138.00 1 09 12900 01 07/10/2009 2009 010-409-442 WATER 07/10/2009 8.28 1 10 06300 00 2009 010-409-440 ELECTRICITY 9.40 1 10 06305 00 07/10/2009 2009 010-409-440 ELECTRICITY 1 10 06550 02 49.16 07/10/2009 2009 010-409-440 ELECTRICITY 1 10 06600 02 32.14 2009 010-409-440 ELECTRICITY 07/10/2009 1 10 06600 02 07/10/2009 40.00 2009 010-409-442 WATER 1 10 06700 02 1 10 07610 06 34.49 07/10/2009 2009 010-409-440 ELECTRICITY 7.50 07/10/2009 2009 010-409-440 ELECTRICITY 40.00 2009 010-409-442 WATER 1 10 07610 06 07/10/2009 1 10 08100 00 1 10 08100 00 1 10 08105 00 1 10 08110 00 1 10 08115 00 3,477,05 2009 010-409-440 ELECTRICITY 07/10/2009 07/10/2009 353.00 2009 010-409-442 WATER 2009 010-409-440 ELECTRICITY
2009 010-409-440 ELECTRICITY 07/10/2009 552.50 48.16 07/10/2009 60.81 07/10/2009 2009 010-409-440 ELECTRICITY 2009 010-409-442 WATER 1-01-17701-00 07/10/2009 59.00 07/10/2009 258.38 2009 010-409-440 ELECTRICITY 1-04-20230-00 07/10/2009 85.00 1-08-19806-00 2009 010-409-440 ELECTRICITY 25.00 07/10/2009 1-08-22500-01 2009 010-409-440 ELECTRICITY 21.644.44 218407 COUNTY INFORMATION RESOURC 2009 010-465-416 INDIGENT DEFENSE VIDEO CON POLK COUNTY 07/10/2009 523.45 523.45 218408 07/10/2009 213.00 DIVISION OF EMERGENCY MANA 2009 034-330-624 PCT#4 FEMA REVENUES PW-05589 -----213.00 218409

00201072

00222699

00317883

00324121

00329067

DATE 07/10/2009 CHECK REGISTER FROM: 218398 TO: 218444 CHK100 PAGE 3

V/P CHECKS BANK ACCOUNT: ALL

,		V/P CHECKS	BANK ACCOUNT: ALL	vol. 5	5 PAGE 33	13
	ACCOUNT NUMBER	account Name	ITEM/REASON	DATE PO N	IO AMOUNT	CHECK
	2009 010-409-420 2009 010-409-420 2009 021-621-420 2009 010-409-420 2009 010-409-420 2009 010-409-420 2009 022-622-420	TELEPHONE TELEPHONE TELEPHONE TELEPHONE TELEPHONE	00347269 00530656 70000216 70006583 70006953 70007383 70008551	07/10/2009 07/10/2009 07/10/2009 07/10/2009 07/10/2009 07/10/2009 07/10/2009	32.80 23.80 101.77 32.80 68.10 24.80 90.40	
					572.45	218410
EDWARDS/ GLENN	2009 010-560-427	TRAVEL/TRAINING	TRAVEL ADVANCE	07/10/2009	200.00	
					200.00	218411
FEDEX	2009 010-475-490) MISCELLANEOUS	2031-2107-5	07/10/2009	30.25	
					30.25	218412
GE CAPITAL *	2009 010-409-331	COPY/POSTAGE MACHINE EXPEN	90133592651	07/10/2009	177.74	
					177.74	218413
HOLIDAY INN	2009 010-403-427	7 TRAVEL/TRAINING	S. WALKER	07/10/2009	195.50	
					195.50	218414
LEGGETT WATER SUPPLY CORP.	2009 010-409-442	2 WATER	00000274	07/10/2009	33.71	
					33.71	218415
LIMA / CHRISTOPHER	2009 010-560-42	7 TRAVEL/TRAINING	TRAVEL ADVANCE	07/10/2009	200.00	
						218416
LIVINGSTON TELEPHONE COMPA	2009 010-409-42 2009 010-501-42	O TELEPHONE O TELEPHONE 2 COMPUTER MAINTENANCE/EXPEN O TELEPHONE O TELEPHONE	3676 5676 5676 5676 20818 22196 2107	07/10/2009 07/10/2009 07/10/2009 07/10/2009 07/10/2009 07/10/2009 07/10/2009	243.64 8,702.07 136.42 1,021.44 269.95 30.62 307.05	· -
					10,711.19	218417
LOWE'S *	2009 010-511-45 2009 010-511-45 2009 010-511-45 2009 010-511-45 2009 010-511-45 2009 010-511-45 2009 010-560-39	2 ANIMAL SHELTER 0 REPAIR/REPLACEMENT/BLDG 2 ANIMAL SHELTER 5 OFFICE SUPPLIES	99002357046 99002357046 99002357046 99002357046 99002357046 99002357046 99002357046 99002357046	07/10/2009 293: 07/10/2009 293: 07/10/2009 293: 07/10/2009 293: 07/10/2009 293: 07/10/2009 293: 07/10/2009 293: 07/10/2009 293:	382 114.75 415 49.93 421 72.79 447 11.68 484 45.93 508 29.40 539 17.82	5 3 3 3 3

DATE 07/10/2009

CHECK REGISTER V/P CHECKS

FROM: 218398 BANK ACCOUNT: ALL

TO: 218444 VOL.

 ${f 5}^{ ext{CHK100 PAGE}}$ page ${f 3314}$

				100.			
	account Number	ACCOUNT NAME	ITEM/REASON	DATE	PO NO	AMOUNT	CHECK
	2000 010 511 4	50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009	293553	140.56	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		18.49	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		59.72	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		97.09	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		49.97	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		2.97	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		247.81	
		92 ANIMAL SHELTER	99002357046	07/10/2009		62.90	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		324.00	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		85.29	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		202.84	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		157.97-	
		90 MISCELLANEOUS	99002357046	07/10/2009		421.92	
		90 MISCELLANEOUS	99002357046	07/10/2009		70.26-	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		13.56	
		95 COURTHOUSE LANDSCAPING	99002357046	07/10/2009		6.15	
		92 ANIMAL SHELTER	99002357046	07/10/2009		74.79	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		4.85	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		33.35	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		30.74	
		92 ANIMAL SHELTER	99002357046	07/10/2009		17.26	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		7.43	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		49.84	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		66.48	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		56.49	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		54.18	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		31.77	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		32.28	
		50 REPAIR/REPLACEMENT/BLDG	99002357046	07/10/2009		58.94	_
	2005 010 011	ou her ham her enderlenn best	500000000000000000000000000000000000000			2,522.51	219/19
						2,522.51	210410
MARTIN/KATHY	2009 010-403-4	27 TRAVEL/TRAINING	TRAVEL ADVANCE	07/10/2009) 	50.00	
						50.00	218419
METEORLOGIX	2009 010-695-4	23 SATELLITE SERVICES	0226593	07/10/2009)	549.00	
TIE TEOREOGEN					-		
						549.00	218420
MOSCOW WATER SUPPLY CORP	2009 010-409-4	142 WATER	75	07/10/2009)	25.63	
					-	25.63	218421
				07 (10 (000)	`	0.00	
MUSIC MOUNTAIN WATER CO.		337 SHOP MATERIAL/SUPPLIES 152 SUPPLIES/OFFICE EQUIPMENT	4400060 59143000	07/10/2009 07/10/2009		9.00 22.47	
	2003 010 011	102 3011 E1207 011 102 E4011 1.E.V.	0.2 .000		-	21 47	210422
						31.4/	218422
OFFICE OF THE SECRETARY O	F 2009 010-403-4	127 TRAVEL/TRAINING	S. WALKER	07/10/2009	9	150.00	
		127 TRAVEL/TRAINING	K. MARTIN	07/10/2009	9	150.00	
					-	000 00	010400
						300.00	218423

FROM: 218398 TO: 218444 CHK100 PAGE 5
BANK ACCOUNT: ALL
VALL
VALL
55 PAGE 3315 CHECK REGISTER DATE 07/10/2009

V/P CHECKS BANK ACCOUNT: ALL

		V/I dilesits	<i>3</i> , 111, 110, 110, 111, 111, 111, 111, 11	YOL.	55 page 3	315
vendor Name	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	DATE	PO NO AMOUNT	CHECK
onalaska water supply	2009 010-409-44	42 WATER	00041161	07/10/2009		
	2009 022-622-44	42 WATER	00004022	07/10/2009	22.61	
						218424
POLK COUNTY	2009 010-512-4	40 CONTRACT-INMATE HOUSING	POLK COUNTY	07/10/2009	16,680.00	
					16,680.00	218425
POLK COUNTY FRESH WATER D	I 2009 022-622-4	42 WATER	3344	07/10/2009		
	2009 010-409-4	42 WATER	5716	07/10/2009	57.00	
						218426
SAM HOUSTON ELECTRIC COOP	2. 2009 010-409-4	40 ELECTRICITY	53473-5	07/10/2009	14.65	
	2009 010-409-4		95472-7	07/10/2009		
	2009 010-409-4	40 ELECTRICITY	95471-9	07/10/2009		
	2009 010-409-4	40 ELECTRICITY	95469-3	07/10/2009		
	2009 022-622-4		95468-5	07/10/2009		
	2009 010-409-4		51462-0	07/10/2009		
	2009 010-409-4		189777-6	07/10/2009 07/10/2009		
	2009 010-560-4		15668-7 230263-6	07/10/2009		
	2009 024-624 - 4 2009 024-624 - 4		65928-4	07/10/2009		
					1,479.54	
SAM RAYBURN G & T ELECTRI	C 2009 010-560-4	63 TOWER RENT	POLK COUNTY SHERIFF	07/10/2009	164.00)
					164.00	218428
SANDERS/ CAPT. JOHN	2009 010-560-4	27 TRAVEL/TRAINING	TRAVEL ADVNACE	07/10/2009	200.00)
					200.00	218429
SCHANMIER, CHRISTIAN	2009 010-560-4	27 TRAVEL/TRAINING	TRAVEL ADVANCE	07/10/2009	200.0)
					200.00	218430
SHERIFF'S ASSOC OF TEXAS	2000 010 560 4	27 TRAVEL/TRAINING	GLEN EDWARDS	07/10/2009	250.0	0
SHEKIFF 3 ASSUC OF TEXAS		27 TRAVEL/TRAINING	CHRIS SCHANMIER	07/10/2009		
		27 TRAVEL/TRAINING	CHRIS LIMA	07/10/2009		
		27 TRAVEL/TRAINING	JOHN SANDERS	07/10/2009	250.0	0
					1,000.00	218431
SUDDENLINK	2009 013-452-3	850 JP 2 TECHNOLOGY EXPENSE	100001 8699 711065101	07/10/2009	69.9	5
					69.95	- 218432
TELCOM CUDDLY THE	2000 027 500 4	195 SECURITY EXPENSES	12984	07/10/2009	80.0	0
TELCOM SUPPLY INC.		190 MISCELLANEOUS	27035	07/10/2009		
		130 MISCELLANLOUS 120 TELEPHONE/MOBILE & SPEC L		07/10/2009		
	7007 010-030-c	120 TELETHORE/HODIEL & STEEL	1 2,000	220,200		

CHECK REGISTER
V/P CHECKS

FROM: 218398 BANK ACCOUNT: ALL

TO: 218444

CHK100 PAGE 6 5 5 PAGE 3316

VOL. ACCOUNT ACCOUNT VENDOR PO NO AMOUNT CHECK DATE ITEM/REASON NUMBER NAME NAME 07/10/2009 13.50 27040 2009 021-621-420 TELEPHONE 16.50 07/10/2009 27041 2009 022-622-420 TELEPHONE 50.50 07/10/2009 2009 024-624-420 TELEPHONE 27043 07/10/2009 13.50 27044 2009 010-409-420 TELEPHONE 13.50 2009 010-405-572 OFFICE FURNISHINGS/EQUIPME 27045 07/10/2009 13.50 07/10/2009 2009 093-403-572 EOUIPMENT/COMPUTERS 27047 13.50 2009 010-645-352 COMPUTER/SUPPLIES EXPENSE 27049 07/10/2009 07/10/2009 102.50 2009 010-402-400 DPS-OPERATING 27638 2009 010-503-452 COMPUTER MAINTENANCE/EXPEN 28667 07/10/2009 87.50 50.50 07/10/2009 2009 040-650-334 OPERATING EXPENSE 100.50 07/10/2009 2009 010-450-425 INTERNET EXPENSE 30029 100.50 30180 07/10/2009 2009 093-403-572 EOUIPMENT/COMPUTERS 07/10/2009 50.50 30261 2009 010-455-425 INTERNET EXPENSE 100.50 2009 010-503-452 COMPUTER MAINTENANCE/EXPEN 31025 07/10/2009 07/10/2009 200.50 2009 010-560-423 MOBIL PHONES 31026 135.50 2009 010-503-452 COMPUTER MAINTENANCE/EXPEN 32233 07/10/2009 07/10/2009 52.50 2009 010-465-423 MOBIL PHONE/PAGERS 34160 71.95 07/10/2009 2009 010-560-392 ANIMAL SHELTER 34355 _____ 1,391.45 218433 JOHN P THOMPSON 07/10/2009 225.00 TEXAS ASSOCIATION OF COUNT 2009 010-401-427 TRAVEL/TRAINING 225.00 07/10/2009 2009 022-622-427 TRAVEL/TRAINING RONNIE VINCENT 450.00 218434 REIMBURSEMENT 07/10/2009 711.21 2009 010-401-427 TRAVEL/TRAINING THOMPSON/ JUDGE JOHN _____ 711.21 218435 TRACTOR SUPPLY COMPANY-4 2009 010-511-450 REPAIR/REPLACEMENT/BLDG 07/10/2009 293496 159.98 1107000084 _____ 159.98 218436 TRACTOR SUPPLY CREDIT PLAN 2009 010-512-453 EQUIPMENT REPAIRS 1107000084 07/10/2009 293669 42.99 _____ 42.99 218437 UNITED STATES POSTMASTER 2009 010-465-311 POSTAGE 258TH DISTRIC JUDGE 07/10/2009 180.00 180.00 218438 9.50 07/10/2009 5063104 USA MOBILITY WIRELESS, INC 2009 010-503-423 MOBIL PHONE/PAGERS 9.50 07/10/2009 2009 010-560-423 MOBIL PHONES 2724304 2009 010-560-423 MOBIL PHONES 5678273 07/10/2009 9.88 07/10/2009 86.07 H0U3373828 2009 010-409-420 TELEPHONE 07/10/2009 4.00 H0U3373828 2009 010-409-420 TELEPHONE 9.65 07/10/2009 2009 010-551-423 MOBIL PHONE/PAGER 2652840 4.50 07/10/2009 2009 010-409-423 MOBIL PHONE/PAGERS H0U3373828 07/10/2009 476.00 H0U3373828 2009 010-409-420 TELEPHONE 120.70 07/10/2009 2009 010-409-420 TELEPHONE H0U3373828 9.90 07/10/2009 2009 010-560-423 MOBIL PHONES 3665039

CHECK REGISTER V/P CHECKS

FROM: 218398 BANK ACCOUNT: ALL

TO: 218444 VOL. $55^{\tiny{\text{CHK}100 PAGE}}3317$

				TOL.	00	IAUL	
VENDOR	ACCOUNT	ACCOUNT					
NAME	NUMBER	NAME	ITEM/REASON	DATE	PO NO	AMOUNT	CHECK
VERIZON WIRELESS	2009 027-580-42	23 MOBIL PHONE/PAGERS	809619878-00002	07/10/2009		71.20	
VENTZON WINCLESS		23 MOBIL PHONE/PAGERS	809619878-00001	07/10/2009		231.01	
		23 MOBILE PHONE/PAGERS	421693336-00001	07/10/2009		353.60	
		23 MOBILEPHONE/PAGERS	220384600-00001	07/10/2009		50.87	
						706.68	218440
VERSALINK MEDIA LLC	2009 010-695-4	23 SATELLITE SERVICES	2461-0701923	07/10/2009		32.18	
						32.18	218441
VOYAGER FLEET SYSTEMS.	INC 2009 051-645-3	30 VAN GAS/OIL	86915-8485	07/10/2009		342.69	
TOTALK FEEL STOTES,		62 VAN GAS/OIL/AGRI GRANT	86915-8485	07/10/2009		206.18	
	2009 010-697-3		86915-8485	07/10/2009		131.22	
		30 FURNISHED TRANSPORTATION	86915-8485	07/10/2009		271.67	
		30 FURNISHED TRANSPORTATION	86915-8485	07/10/2009		571.36	
		30 FURNISHED TRANSPORTATION	86915-8485	07/10/2009		372.64	
		30 FURNISHED TRANSPORTATION	86915-8485	07/10/2009		297.30	
		30 FURNISHED TRANSPORTATION	86915-8485	07/10/2009		141.03	
	2009 010-560-3		86915-8485	07/10/2009		357.31	
	2009 010-560-3		86915-8485	07/10/2009		1,047.86	
		30 FURNISHED TRANSPORTATION	86915-8485	07/10/2009		168.49	
		30 FURNISHED TRANSPORTATION	86915-8485	07/10/2009		645.69	
						4,553.44	218442
WALKER/SCHELANA	2009 010-403-4	27 TRAVEL/TRAINING	TRAVEL ADVANCE	07/10/2009		50.00	
						50.00	218443
WIDEMAN/MISTY	2009 010-497-4	27 TRAVEL/TRAINING	CO. TREASURER	07/10/2009		10.23	
						10.23	218444
			TOTAL CHECKS WRITTEN			69,533.38	
			TOTAL VOID CHECKS			0.00	
			TOTAL CHECK AMOUNT			69,533.38	

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

16,680.00

TOTAL OF ALL FUNDS

16,680.00

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

Rage Maison

ACH 583

GENERAL FUND

VOL.

 $55\,\mathrm{PAGE}\,3319$

 VENDOR NAME
 ACCOUNT #
 ACCOUNT NAME
 ITEM/REASON
 DATE
 ACH #
 AMOUNT

 US BANK TRUST
 2009 010-229-200 IAH-CIVIGENICS PAYABLE
 POLK COUNTY HOUSING
 07/14/2009 ACH583
 16.680.00

 TOTAL ITEMS WRITTEN
 1

 TOTAL AMOUNT
 16.680.00

TOTAL ALL ITEMS

VOL.

 $\mathbf{55}$ PAGE $\mathbf{3320}$

VENDOR NAME

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

DATE

ACH #

AMOUNT

TOTAL ITEMS WRITTEN

GRAND TOTAL AMOUNT

1

16,680.00

John & Strongson

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

345.00

TOTAL OF ALL FUNDS

345.00

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

DATE 07/15/2009 V/P CHECKS BANK ACCOUNT: ALL $55\, \text{PAGE}\, 3322$ VOL. VENDOR ACCOUNT ACCOUNT PO NO AMOUNT CHECK DATE NUMBER NAME ITEM/REASON NAME 2009 010-221-045 9TH CRT OF APPEALS DIST F POLK COUNTY CLERK 120.00 07/15/2009 NINTH COURT OF APPEALS 225.00 2009 010-221-045 9TH CRT OF APPEALS DIST F POLK COUNTY DIST CLERK 07/15/2009 345.00 218445 TOTAL CHECKS WRITTEN 345.00 TOTAL VOID CHECKS 0.00

CHECK REGISTER

TO: 218445

FROM: 218445

TOTAL CHECK AMOUNT

CHK100 PAGE 1

345.00

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND 750,000.00

TOTAL OF ALL FUNDS

750,000.00

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

RAY STELLY

JOHN P. THOMPSON

COUNTY JUDGE

ACH 584

GENERAL FUND

YOL.

 $55\,\text{PAGE}\,3324$

DATE ACH # AMOUNT vendor name ACCOUNT # ACCOUNT NAME ITEM/REASON 1877700011 07/17/2009 ACH584 750,000.00 TEXPOOL 2009 010-151-000 INVESTMENTS TOTAL ITEMS WRITTEN 1 TOTAL AMOUNT 750,000.00

DATE 67/17/2009 TO 07/17/2009

ACH CLAIMS LIST

CHK107 PAGE

TOTAL ALL ITEMS

YOL.

 $55\,{\tt PAGE}\,3325$

VENDOR NAME

ACCOUNT #

ACCOUNT NAME

ITEM/REASON

DATE

ACH #

AMOUNT

TOTAL ITEMS WRITTEN

GRAND TOTAL AMOUNT

750,000.00

1

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

50.00

TOTAL OF ALL FUNDS

50.00

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

			V/P CHECKS	BA	NK ACCOUNT: ALL	BATCH#: 10			
vendor Name	ACCOUNT NUMBER	ACCOUNT NAME		ITEM/RE	EASON	VOL. DATE	55 PA 8	1833	
ABLES / CHESTER	2009 010-435-48	35 JURY - PET	IT,GRAND.COMMISS	GRAND 3	JURY	07/17/2009		10.00	
								10.00	102391
DUFF / TOMMI	2009 010-435-48	35 JURY - PET	IT,GRAND,COMMISS	GRAND 3	JURY	07/17/2009		10.00	
								10.00	102392
EVANS / PENNY	2009 010-435-48	35 JURY - PET	IT,GRAND,COMMISS	GRAND J	JURY	07/17/2009		10.00	
								10.00	102393
MYROW / MARY ANN	2009 010-435-48	35 JURY - PET:	IT,GRAND,COMMISS	GRAND 3	JURY	07/17/2009		10.00	
								10.00	102394
WOODS / MOLLY RITHA	2009 010-435-48	35 JURY - PET:	IT,GRAND,COMMISS	GRAND J	JURY	07/17/2009		10.00	
								10.00	102395
					CHECKS WRITTEN VOID CHECKS			50.00 0.00	

TOTAL CHECK AMOUNT

CHECK REGISTER

FROM: 102391 TO: 102395

CHK100 PAGE

50.00

1

DATE 07/17/2009

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

010 GENERAL FUND

1,488.00

TOTAL OF ALL FUNDS

1.488.00

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

RAY STELLY

JOHN P. THOMPSON

FROM: 102396 BANK ACCOUNT: ALL

TO: 102467

CHK100 PAGE

55 PAGE 3329VOL. **VENDOR** ACCOUNT ACCOUNT NUMBER NAME ITEM/REASON DATE PO NO AMOUNT CHECK NAME JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS PAYNE MARYANN URTIAG 07/17/2009 46.00 46.00 102396 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WILSON WILLIAM DANIEL 07/17/2009 46.00 46.00 102397 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS MORRIS SHARON PONCHO 07/17/2009 46.00 46.00 102398 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS BROUSSARD AARON DEAN 07/17/2009 6.00 _____ 6.00 102399 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS SMITH DANNY LEE 07/17/2009 6.00 6.00 102400 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS JENSON SUSAN CAROL 07/17/2009 6.00 6.00 102401 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS GREEN MARIE SMITH 07/17/2009 46.00 46.00 102402 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WILLIAMS AMANDA LYNN 07/17/2009 6.00 6.00 102403 2009 010-435-485 JURY - PETIT, GRAND, COMMISS HANNAH ALBERTA MAE JURY CHECK VENDOR 07/17/2009 6.00 6.00 102404 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WILLIAMS KATHRYN 07/17/2009 6.00 6.00 102405 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WYATT DAVID WAYNE 07/17/2009 40.00 40.00 102406 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WALDER BYRON KEITH 07/17/2009 6.00 6.00 102407 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS VILLARREAL LIZET CASTRO 07/17/2009 6.00 6.00 102408 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WILKERSON JOHNNY MICHAEL 07/17/2009 40.00

DATE '07/17/2009

CHECK REGISTER
JURY CHECKS

FROM: 102396

BANK ACCOUNT: ALL

TO: 102467

CHK100 PAGE

2

55 PAGE 3330VOL. ACCOUNT ACCOUNT VENDOR NAME ITEM/REASON DATE PO NO AMOUNT CHECK NAME NUMBER 40.00 102409 07/17/2009 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS QUIN DENELLE MCNEILL 6.00 6.00 102410 07/17/2009 46.00 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT GRAND COMMISS BURKS LISA ANN 46.00 102411 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS GIBSON LEANNE BARTON 07/17/2009 40.00 40.00 102412 40.00 2009 010-435-485 JURY - PETIT.GRAND.COMMISS BOYCE KATHY LOOKER 07/17/2009 JURY CHECK VENDOR 40.00 102413 07/17/2009 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS HOLMAN UNDRA DION 46.00 46.00 102414 2009 010-435-485 JURY - PETIT.GRAND.COMMISS MCOUEEN YUVONDA YVETTE 07/17/2009 46.00 JURY CHECK VENDOR _____ 46.00 102415 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT GRAND COMMISS JEFFERSON CHADRICK DEMON 07/17/2009 6.00 _____ 6.00 102416 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS MURPHY WALTER LEO 07/17/2009 6.00 6.00 102417 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WIGGINS SHARON ANN 07/17/2009 6.00 JURY CHECK VENDOR 6.00 102418 2009 010-435-485 JURY - PETIT.GRAND.COMMISS COOK DOIS TAYLOR 07/17/2009 6.00 JURY CHECK VENDOR 6.00 102419 2009 010-435-485 JURY - PETIT GRAND COMMISS STUBBS JERRY GLENN 07/17/2009 6.00 JURY CHECK VENDOR 6.00 102420 2009 010-435-485 JURY - PETIT, GRAND, COMMISS BARRINGER DARLENE RENE 07/17/2009 6.00 JURY CHECK VENDOR 6.00 102421 07/17/2009 6.00 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS MIRANDA FRANK E 6.00 102422

FROM: 102396
BANK ACCOUNT: ALL

TO: 102467

CHK100 PAGE

3

55 PAGE 3331 ACCOUNT ACCOUNT VENDOR DATE PO NO AMOUNT CHECK NUMBER NAME ITEM/REASON NAME JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT GRAND COMMISS KESTLER GAIL NISBET 07/17/2009 6.00 _____ 6.00 102423 07/17/2009 6.00 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS MCCLAIN MAX ANDREW 6.00 102424 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS TYLER MARGARET ANN 07/17/2009 6.00 6.00 102425 2009 010-435-485 JURY - PETIT, GRAND, COMMISS MARTIN RUBY COPES 07/17/2009 6.00 JURY CHECK VENDOR 6.00 102426 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS WARREN CLINTON JAMES 07/17/2009 6.00 _____ 6.00 102427 2009 010-435-485 JURY - PETIT GRAND COMMISS WARD JOANN JOHNSON 07/17/2009 6.00 JURY CHECK VENDOR ------6.00 102428 07/17/2009 6.00 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS WATSON SHARON L 6.00 102429 2009 010-435-485 JURY - PETIT, GRAND, COMMISS SPICER EDNA FRANCES 07/17/2009 6.00 JURY CHECK VENDOR 6.00 102430 6.00 2009 010-435-485 JURY - PETIT, GRAND, COMMISS NELSON ALBERT RANDAL 07/17/2009 JURY CHECK VENDOR 6.00 102431 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS WILSON JOHNNY LEE SR 07/17/2009 6.00 6.00 102432 07/17/2009 2009 010-435-485 JURY - PETIT, GRAND, COMMISS BUTLER JO ANN 6.00 JURY CHECK VENDOR 6.00 102433 07/17/2009 6.00 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS ROSS MARTHA MARIE 6.00 102434 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT.GRAND.COMMISS JERNIGAN GABRIEL KEITH 07/17/2009 46.00 46.00 102435 6.00 07/17/2009 JURY CHECK VENDOR 2009 010-435-485 JURY - PETIT, GRAND, COMMISS BASS GLORIA JRENE

DATE :07/17/2009

CHECK REGISTER JURY CHECKS

FROM: 102396 TO: 102467 BANK ACCOUNT: ALL

CHK100 PAGE 4

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MENDOD	ACCOUNT	ACCOUNT	JURY CHECKS	DAIN ACCOUNT. ALL	VOL.	55 PAGE	:333	32
VENDOR NAME	ACCOUNT NUMBER	NAME		ITEM/REASON	DATE	PO NO	AMOUNT	CHECK
							6.00	102436
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PET	FIT,GRAND.COMMISS	FAHEY THOMAS JOSEPH JR	07/17/2009		6.00	
							6.00	102437
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PET	TIT,GRAND,COMMISS	CASTRO DEBORA	07/17/2009		6.00	
								102438
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PET	ΓΙΤ,GRAND,COMMISS	HILL HARRY HARRELL	07/17/2009		40.00	
							40.00	102439
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PET	TIT,GRAND,COMMISS	DANIELS JANENE BRYSON	07/17/2009		46.00	
							46.00	102440
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PET	TIT,GRAND,COMMISS	PRESTON QUEEN E	07/17/2009		46.00	
							46.00	
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PE	TIT,GRAND,COMMISS	MITCHELL SHERRY DEWALT	07/17/2009		40.00	
THON OUT ON MENDOD	0000 010 40	E 405 NIDV DE	TIT ODAND COMMICC	DADDICH CADOL CITTLED	07/17/2000		40.00	
JURY CHECK VENDOR	2009 010-43	5-485 JUKY - PE	III,GKAND,COMMISS	PARRISH CAROL CITZLER	07/17/2009		46.00 	
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PF	TIT GRAND COMMISS	SANDLIN JAMES EARL	07/17/2009	ı	46.00	1024-0
OUNT CHECK TENDON	2007 010 40	5 405 CONT	111,000,001,1133	SAMPLIN GAVIES CANE	0771772003		46.00	102444
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PE ⁻	TIT,GRAND,COMMISS	CRAM HANNAH LOUISE	07/17/2009		6.00	
							6.00	102445
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PE ⁻	TIT,GRAND,COMMISS	WILLIAMS CHARLENE FRENC	н 07/17/2009		6.00	
							6.00	102446
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PE	TIT,GRAND,COMMISS	DUKE RONNA JO	07/17/2009		6.00	
							6.00	102447
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PE	TIT,GRAND,COMMISS	CHAMLEE LINDA SCHRADER	07/17/2009		40.00	
							40.00	102448
JURY CHECK VENDOR	2009 010-43	5-485 JURY - PE	TIT,GRAND,COMMISS	GOOD ESTHER ELSIE	07/17/2009		6.00	
							6.00	102449

DATE :07/17/2009

CHECK REGISTER JURY CHECKS

FROM: 102396 BANK ACCOUNT: ALL

TO: 102467

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			JURY CHECKS	BANK ACCOUNT: ALL	VOL.	55 PAGE	333	3
	account Number	ACCOUNT NAME		ITEM/REASON	DATE	PO NO	AMOUNT	CHECK
JURY CHECK VENDOR	2009 010-435-485	5 JURY -	PETIT, GRAND, COMMISS	PICKENS SHERYL ANN	07/17/200	19	6.00	
							6.00	102450
JURY CHECK VENDOR	2009 010-435-485	5 JURY -	PETIT,GRAND,COMMISS	BOSTICK RAY NEIL	07/17/200)9 	6.00	
							6.00	102451
JURY CHECK VENDOR	2009 010-435-485	5 JURY -	PETIT, GRAND, COMMISS	MOORE DONNIS	07/17/200		6.00	
							6.00	102452
JURY CHECK VENDOR	2009 010-435-489	5 JURY -	PETIT, GRAND, COMMISS	BASS ROGER LOUIS	07/17/200)9	6.00	
							6.00	102453
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT,GRAND,COMMISS	HARRIS BELINDA S	07/17/200		6.00	
								102454
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT, GRAND, COMMISS	MAYS BERNA JEAN	07/17/200)9 	46.00	
		- 3404	DETER ORANG COMMISSO	2.07. 7.447.	07.417.4006	20		102455
JURY CHECK VENDOR	2009 010-435-48	o JURY -	PETIT, GRAND, COMMISS	RAKIA IAMMIF LYNN	07/17/200	 		
THOSE CHECK VENIOUS	2000 010 425 40	E JUDV	PETIT, GRAND, COMMISS	CODDON MADV	07/17/200	10	6.00	102456
JURY CHECK VENDOR	2009 010-435-46	S JURT -	PETIT, GRAND, COMMISS	GURDUN PIAKT	0//1//200			102457
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT, GRAND, COMMISS	WOOD BORRY W	07/17/200	19	6.00	
OSKI GILESK VENDOR	2003 010 100 100	3 33111			311 277 233			102458
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT, GRAND, COMMISS	GREEN NORMAN SIDNEY	07/17/200)9	6.00	
							6.00	102459
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT, GRAND, COMMISS	BURNETT JERRI LYNN	07/17/200)9	6.00	
							6.00	102460
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT, GRAND, COMMISS	WRIGHT CONNIE BETH	07/17/200		40.00	
							40.00	102461
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT, GRAND, COMMISS	CHILD WELFARE BOARD	07/17/200		48.00	
							48.00	102462
JURY CHECK VENDOR	2009 010-435-48	5 JURY -	PETIT, GRAND, COMMISS	CRIME VICTIMS	07/17/200)9	12.00	

DATE :07/17/2009			CHECK REGISTER FROM: 102396 JURY CHECKS BANK ACCOUNT: ALL		TO: 102467	СН	K100 PAGE	6
VENDOR	ACCOUNT	account	JUNT CHECKS	DAIR ACCOUNT, ALL	VOL.	55 PAGE	333	4
NAME	NUMBER	NAME	I	TEM/REASON	DATE	PO NO	AMOUNT	CHECK
							12.00	102463
JURY CHECK VENDOR	2009 010-435	-485 JURY - PE	TIT.GRAND.COMMISS B	OYS & GIRLS CLUB	07/17/2009	9	66.00	
							66.00	102464
JURY CHECK VENDOR	2009 010-435	-485 JURY - PE	TIT,GRAND,COMMISS E	SCAPEES	07/17/2009		98.00	
							98.00	102465
JURY CHECK VENDOR	2009 010-435	-485 JURY - PE	TIT,GRAND,COMMISS R	IVER OF LIFE	07/17/2009		12.00	
							12.00	
JURY CHECK VENDOR	2009 010-435	-485 JURY - PE	TIT,GRAND,COMMISS S	PCA	07/17/2009		64.00	
							64.00	102467

TOTAL CHECKS WRITTEN

TOTAL VOID CHECKS

TOTAL CHECK AMOUNT

1,488.00

1,488.00

0.00

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	7.463.73
011	HOTEL OCCUPANCY TAX FUND	80.63
021	ROAD & BRIDGE #1	4.54
022	ROAD & BRIDGE #2	166.24
023	ROAD & BRIDGE #3	7.32
024	ROAD & BRIDGE #4	2.02
051	AGING	95.84
	TOTAL OF ALL FUNDS	7 820.32

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

RAY STELLY

JOHN P. THOMPSON

COUNTY JUDGE

COUNTY AUDITOR

DATE 07/17/2009

CHECK REGISTER V/P CHECKS

FROM: 218446 BANK ACCOUNT: ALL BATCH#: 01

TO: 218466

CHK100 PAGE 1

55 PAGE 3336 VOL. ACCOUNT ACCOUNT VENDOR AMOUNT CHECK DATE PO NO NUMBER NAME ITEM/REASON NAME AT & T 2009 010-409-420 TELEPHONE 713 101 0030 515 7 07/17/2009 1.32 2009 010-409-420 TELEPHONE 713 101 0130 579 2 07/17/2009 8.50 9.82 218446 2009 010-560-427 TRAVEL/TRAINING 07/17/2009 12.50 BROWN, RAYMON REIMBURSEMENT _____ 12.50 218447 CANON U.S.A., INC. 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN 14212 07/17/2009 1,401.15 ______ 1,401.15 218448 91.56 COLEMAN / CASSANDRA 2009 010-665-454 VEHICLE REPAIR/MAINTENANCE REIMBURSEMENT 07/17/2009 2009 010-665-452 COMPUTER MAINTENANCE/EXPEN REIMBURSEMENT 07/17/2009 151.51 243.07 218449 DRURY INN * 2009 010-695-427 TRAVEL/TRAINING COURTNEY COMSTOCK 07/17/2009 272.55 _____ 272.55 218450 EAST TEXAS DSL 2009 010-409-420 TELEPHONE 16684 07/17/2009 25.01 25.01 218451 07/17/2009 293612 7.49 FISH & STILL EQUIPMENT CO. 2009 022-622-456 PARTS & REPAIR 303210 2009 022-622-456 PARTS & REPAIR 303210 07/17/2009 293612 110.84 _____ 118.33 218452 GE CAPITAL * 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN 90133610726 07/17/2009 230.99 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN 90133656493 07/17/2009 226.39 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN 90133630924 07/17/2009 201.27 _____ 658.65 218453 HAYES BARBARA 2009 051-645-315 OFFICE SUPPLIES REIMBURSEMENT 07/17/2009 89.10 -----89.10 218454 HUGHES NETWORK SYSTEMS 2009 010-409-420 TELEPHONE 020085 07/17/2009 64.99 64.99 218455 KEY EQUIPMENT FINANCE 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN 591134372 1 07/17/2009 400.00 _____ 400.00 218456 LANGE DISTRIBUTING CO INC 2009 010-695-490 MISCELLANEOUS EXPENSES 003721 07/17/2009 15.50 10.99 2009 010-695-490 MISCELLANEOUS EXPENSES 003721 07/17/2009 _____ 26.49 218457

DATE 67/17/2009

CHECK REGISTER V/P CHECKS

FROM: 218446

BANK ACCOUNT: ALL

TO: 218466

BATCH#: 01

CHK100 PAGE

2

55 PAGE 3337 ACCOUNT ACCOUNT VENDOR ITEM/REASON PO NO AMOUNT CHECK DATE NAME NUMBER NAME 07/17/2009 LYONS/BYRON 2009 010-560-393 LAW ENFORCEMENT SUPPLIES POLK COUNTY SO 126.83 _____ 126.83 218458 2009 022-622-337 SHOP MATERIAL/SUPPLIES 07/17/2009 294165 ONALASKA WATER SUPPLY 00022555 10.00 ______ 10.00 218459 2009 010-409-420 TELEPHONE 111.78 PIONEER TELEPHONE 424349 07/17/2009 2009 010-501-420 TELEPHONE 424349 07/17/2009 6.25 07/17/2009 31.58 2009 010-695-420 TELEPHONE/MOBILE & SPEC LI 424349 6.74 2009 051-645-420 TELEPHONE EXPENSE 424349 07/17/2009 4.54 2009 021-621-420 TELEPHONE 424349 07/17/2009 3.91 2009 022-622-420 TELEPHONE 424349 07/17/2009 7.32 2009 023-623-420 TELEPHONE 424349 07/17/2009 2009 024-624-420 TELEPHONE 07/17/2009 2.02 424349 2009 010-409-420 TELEPHONE 424349 07/17/2009 584.41 2009 010-695-420 TELEPHONE/MOBILE & SPEC LI 424349 07/17/2009 24.90 -----783.45 218460 2009 010-458-427 TRAVEL TRAINING 07/17/2009 55.96 RASBERRY / SARAH REIMBURSEMENT 55.96 218461 ROGERS/CRYSTAL 2009 010-560-427 TRAVEL/TRAINING REIMBURSEMENT 07/17/2009 12.50 -----12.50 218462 THOMPSON/ JUDGE JOHN 2009 010-401-427 TRAVEL/TRAINING REIMBURSEMENT 07/17/2009 41.47 2009 010-401-427 TRAVEL/TRAINING 07/17/2009 80.63 REIMBURSEMENT 07/17/2009 353.22 2009 010-401-427 TRAVEL/TRAINING REIMBURSEMENT 2009 011-401-489 PRO-RATA HOTEL TAX SHARE REIMBURSEMENT 07/17/2009 80.63 2009 010-401-427 TRAVEL/TRAINING 07/17/2009 72.82 REIMBURSEMENT _____ 628.77 218463 TYGRIS COMMERCIAL FINANCE 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN 40554881 07/17/2009 1.893.17 _____ 1.893.17 218464 **VERIZON WIRELESS** 2009 022-622-423 MOBIL PHONE/PAGERS 909650959-00002 07/17/2009 34.00 2009 010-560-423 MOBIL PHONES 920309610-00003 07/17/2009 300.95 2009 010-560-423 MOBIL PHONES 920309610-00001 07/17/2009 383.30 2009 010-695-420 TELEPHONE/MOBILE & SPEC LI 820534785-00001 07/17/2009 242.98 961.23 218465 2009 010-695-423 SATELLITE SERVICES 2461-0902008 07/17/2009 VERSALINK MEDIA LLC 26.75 _____ 26.75 218466

DATE 07/17/2009

CHECK REGISTER V/P CHECKS

FROM: 218446 TO: 218466 BANK ACCOUNT: ALL

CHK100 PAGE

3

BATCH#: 01

 $55\, \text{PAGE}\, 3338$ VOL. ACCOUNT VENDOR **ACCOUNT** PO NO AMOUNT CHECK NAME NUMBER NAME ITEM/REASON DATE

> TOTAL CHECKS WRITTEN TOTAL VOID CHECKS

7,820.32 0.00

TOTAL CHECK AMOUNT

7.820.32

 $55\,\mathrm{PAGE}\,3339$ VOL.

FUND DESCRIPTION

DISBURSEMENTS

035

GRANT FUND

600.00

TOTAL OF ALL FUNDS

600.00

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

RAY STELLY

JOHN P. THOMPSON

COUNTY JUDGE

DATE 07/22/2009		(CHECK REGISTER V/P CHECKS	FROM: 000141 BANK ACCOUNT: ALL	TO: 000141 BATCI	(H#: 20	CHK100 PAGE	1
VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME		ITEM/REASON	VOL. DATE	55PA PO NO	AGE 334	
EASTEX APPRAISALS	2009 035-409-602 2009 035-409-602			POLK COUNTY POLK COUNTY	07/22/2009 07/22/2009		300.00 300.00	
							600.00	141
				TOTAL CHECKS WRITTEN TOTAL VOID CHECKS			600.00 0.00	

TOTAL CHECK AMOUNT

600.00

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

GENERAL FUND 010

8,843.57

TOTAL OF ALL FUNDS

8.843.57

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

DATE 07/22/2009

8,843.57

DATE 07/22/2009			CHECK REGISTER V/P CHECKS	FROM: 218467 BANK ACCOUNT: ALL	نم نم		
	ACCOUNT NUMBER	ACCOUNT NAME		ITEM/REASON	VOL. 55 1	PAGE 334	
AMERICARE EMS		1 MEDICAL	SERVICES-IN COUNTY		07/22/2009	337.00	
						337.00	218467
ANESTHESIA GROUP	2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	240.78	
						240.78	218468
BULLDOG RADIOLOGY	2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	133.11	
						133.11	218469
CAMINO REAL EMERG ASSOCIAT	Г 2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	465.48	
						465.48	218470
LABCORP	2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	174.08	
						174.08	218471
LIVINGSTON MRI, LLP	2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	7.64	
						7.64	218472
MEMORIAL MEDICAL CENTER-LI	1 2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	5,726.31	
						5,726.31	218473
NELLSCH, VERNER O. M.D.	2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	954.13	
						954.13	218474
PINEYWOODS PATHOLOGY, P.A.	. 2009 010-512-39	1 MEDICAL	SERVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	69.83	
						69.83	218475
SCRIPT CARE, INC.	2009 010-645-40- 2009 010-645-40-			PC9651L PC9651L	07/22/2009 07/22/2009	290.36 444.85	
						735.21	218476
				TOTAL CHECKS WRITTEN TOTAL VOID CHECKS		8,843.57 0.00	
				TOTAL CUICCY AMOUNT		0 042 57	

TOTAL CHECK AMOUNT

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	316,389.26
020	CONSTRUCTION FUND	19.040.00
021	ROAD & BRIDGE #1	186,378.75
022	ROAD & BRIDGE #2	22,918.55
023	ROAD & BRIDGE #3	62,009.71
024	ROAD & BRIDGE #4	61,200.17
040	LAW LIBRARY FUND	4.48
051	AGING	2,517.78
088	JUDICIARY FUND	606.60
094	COUNTY RECORDS MGMT FUND	2,486.19
	TOTAL OF ALL FUNDS	673.551.49

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

RAY STELLY

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

VOL. 55 PAGE 3343

DATE 07/22/2009

CHECK REGISTER V/P CHECKS

FROM: 218477

BANK ACCOUNT: ALL

T0: 218648

CHK100 PAGE

1

55 PAGE 334 VOL. ACCOUNT **ACCOUNT** VENDOR AMOUNT CHECK NAME NUMBER NAME ITEM/REASON DATE PO NO "S" ICE COMPANY INC 2009 023-623-337 SHOP MATERIAL/SUPPLIES 07/22/2009 294213 R&B#3 93.50 2009 023-623-337 SHOP MATERIAL/SUPPLIES R&B#3 07/22/2009 294214 144.50 238.00 218477 A & B CRUSHED STONE 2009 021-621-339 ROAD MATERIAL 07/22/2009 294225 3,295.95 R&B#1 2009 021-621-339 ROAD MATERIAL R&B#1 07/22/2009 294218 3.585.90 R&B#4 2009 024-624-339 ROAD MATERIAL 07/22/2009 294251 4,626.00 11,507.85 218478 A TO Z TIRE INC. 2009 010-560-454 VEHICLE REPAIR 272414 07/22/2009 294106 67.50 ______ 67.50 218479 AAA KEY SHEPHERD SAFE & LO 2009 010-511-450 REPAIR/REPLACEMENT/BLDG MAINT ENG 07/22/2009 294110 85.00 -----85.00 218480 ACS 2009 094-426-450 DIST CLERK IMAGING CONTRAC 289583 07/22/2009 2,486,19 -----2.486.19 218481 ALABAMA COUSHATTA TRIBE OF 2009 010-228-000 C.CLERK RESTITUTION IN/OUT VIRGIL MCCLELLAND 07/22/2009 0.88 2009 010-228-000 C.CLERK RESTITUTION IN/OUT VIRGIL MCCLELLAND 07/22/2009 79.56 2009 010-228-000 C.CLERK RESTITUTION IN/OUT VIRGIL MCCLELLAND 07/22/2009 79.56 ------160.00 218482 ALABAMA-COUSHATTA INDIAN N 2009 010-543-487 FIRE DEPARTMENTS 3RD OTR FY 2009 07/22/2009 1.899.08 2009 010-543-487 FIRE DEPARTMENTS 2ND QTR FY 2009 07/22/2009 1,899.08 _____ 3,798.16 218483 ALLISON, BASS & ASSOCIATES 2009 010-401-400 ATTORNEY FEES/COMM COURT FILE # 429.01 07/22/2009 6,323.88 _____ 6,323.88 218484 **AMSAN TEXAS** 2009 010-512-334 PAPER/SUNDRY SUPPLIES 471451 07/22/2009 294044 240.06 2009 010-512-342 LAUNDRY SUPPLIES 471451 07/22/2009 294044 258.16 498.22 218485 ASSURED ENVIRONMENTAL QUAL 2009 020-512-551 PRECONSTRUCTION EXPENSES JAIL EXPANSION 07/22/2009 293645 18.983.00 _____ 18,983.00 218486 **AUTOZONE** 07/22/2009 294103 2009 010-475-330 FURNISHED TRANSPORTATION DIST ATTY 81.82 81.82 218487 BARNEYS POLICE & HUNTING S 2009 010-560-393 LAW ENFORCEMENT SUPPLIES SHERIFF 07/22/2009 293724 5,508.00 2009 010-560-454 VEHICLE REPAIR SHERIFF 07/22/2009 293899 1,274.94

DATE 07/22/2009			CHECK REGISTER V/P CHECKS	FROM: 218477 BANK ACCOUNT: ALL	TO: 218648		CHK100 PAGE	
vendor Name	ACCOUNT NUMBER	ACCOUNT NAME		ITEM/REASON	DATE	PO NO	AMOUNT	CHECK
							6.782.94	218488
BASKINS GROUP LTD *	2009 010-553-330 2009 010-511-300		TRANSPORTATION	4001656 139417	07/22/2009 07/22/2009		199.90 399.80	
						-	599.70	218489
BATTERY ZONE INC	2009 010-560-393	3 LAW ENFORC	EMENT SUPPLIES	C17863	07/22/2009	294008	145.01	
							145.01	218490
BERG/ CECIL				PC/SMANTHA SIMONS F/PETRILLO, DONALD	07/22/2009 07/22/2009		225.00 985.00	
						•	1,210.00	218491
BETTER HOME AND LAWN	2009 010-691-499 2009 010-691-499			POLK COUNTY CO JUDGE	07/22/2009 07/22/2009		183.33 74.75	
						***	258.08	218492
BOB BARKER COMPANY	2009 010-512-493	1 INMATE SUP	PLIES	POLTX0	07/22/2009	293968	1.858.21	
						_	1,858.21	218493
BOUNDS AUTOPLEX		0 FURNISHED 4 VEHICLE RE			07/22/2009 07/22/2009	293990 293957	21.75 190.06 1.767.12 59.95	
						_	2,038.88	218494
BROOKSHIRE BROTHERS #21	2009 010-228-000	0 C.CLERK RE	STITUTION IN/OUT	ROBERT WAYNE MALONE	07/22/2009		100.00	
						-	100.00	218495
BROOKSHIRE'S PHARMACY	2009 010-512-393	1 MEDICAL SE	RVICES-IN COUNTY	JAIL MEDICAL	07/22/2009	_	228.83	
						-	228.83	218496
BTD	2009 010-401-425	5 RURAL TRAN	SIT	POLK COUNTY	07/22/2009	-	8,750.00	
							8.750.00	218497

R&B#2

R&B#2

R&B# 4

R&B# 4

BURKHALTER TRAILER SALES. 2009 022-622-456 PARTS & REPAIR

BURRIS JANIS

2009 022-622-337 SHOP MATERIAL/SUPPLIES

2009 024-624-456 PARTS & REPAIRS

2009 024-624-456 PARTS & REPAIRS

312.50 218498 292.50

65.00

07/22/2009 294156 79.76

07/22/2009 294158 232.74

07/22/2009 294220

07/22/2009 294220

357.50 218499

DATE 07/22/2009 CHECK REGISTER FROM: 218477 TO: 218648

CHK100 PAGE

, CHECK REGISTER FROM: 210477 I

CLIFTON CHEVROLET INC 2009 024-624-456 PARTS & REPAIRS

YEARDON	ACCOUNT		BANK ACCOUNT: ALL	vol. 5	5 PAGE 3	346
vendor Name	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	DATE PO NO	AMOUNT	CHECK
CAKA/GRACIELA I	2009 010-465-407	APPEALS & TRANSCRIPTS-258T	258TH DISTRICT JUDGE	07/22/2009	3,024.50	
					3.024.50	218500
CALDWELL COUNTRY CHEVROLE			POLK COUNTY SHERIFF	07/22/2009 291618		
	2009 010-560-575		POLK COUNTY SHERIFF	07/22/2009 291618	•	
	2009 010-560-575		POLK COUNTY SHERIFF	07/22/2009 291618		
	2009 010-560-575 2009 010-560-575		POLK COUNTY SHERIFF POLK COUNTY SHERIFF	07/22/2009 291618 07/22/2009 291618		
					190.460.00	
					150, 100.00	2.20002
CAR TUNE BY ROD	2009 010-560-454		SHERIFF	07/22/2009 294039		
	2009 010-560-454	VEHICLE REPAIR	SHERIFF	07/22/2009 294204	120.00	
					595.78	218502
CENTRAL ADOPTION REGISTRY	2009 010-226-400) CCL - ADOPTION	INTEREST OF MINOR	07/22/2009	15.00	
					15.00	218503
CENTURY II PRINTING	2009 010-402-400	DPS-OPERATING	DPS	07/22/2009 293988	3 17.15	
					17.15	218504
CINTAS CORP	2009 024-624-300) UNIFORMS	01048	07/22/2009 294069	5 103.38	
	2009 024-624-300) UNIFORMS	01048	07/22/2009 294065	5 103.38	
	2009 024-624-300	UNIFORMS	01048	07/22/2009 294170	103.38	
	2009 024-624-300		01048	07/22/2009 294222		
		2 SUPPLIES/REPAIRS - CUSTODI		07/22/2009 293964		
	2009 010-511-300		00832	07/22/2009 293964		
		SUPPLIES/OFFICE EQUIPMENT		07/22/2009 293964		
	2009 010-510-427	TRAVEL/TRAINING	00832	07/22/2009 294178 07/22/2009 294073		
		SUPPLIES/OFFICE EQUIPMENT		07/22/2009 294073		
		2 SUPPLIES/REPAIRS - CUSTODI		07/22/2009 294036		
	2009 010-511-300		00832	07/22/2009 294191		
	2009 010-511-452	SUPPLIES/OFFICE EQUIPMENT	00832	07/22/2009 294191		
					950.98	218505
CITY OF LIVINGSTON *	2009 010-510-332	SUPPLIES/REPAIRS - CUSTODI	MAINT CUST	07/22/2009 292928	3 225.00	
	2009 010-510-332	SUPPLIES/REPAIRS - CUSTODI	MAINT CUST	07/22/2009 293540		
					450.00	218506
CITY OFFICE SUPPLY	2009 010-650-315	OFFICE SUPPLIES	549	07/22/2009 294095	5 24.38	
	2009 010-402-400	DPS-OPERATING	384	07/22/2009 293989	31.40	
	2009 010-400-315	OFFICE SUPPLIES	384	07/22/2009 294206	5.38	
					61.16	218507

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07/22/2009 294079

103.75

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FROM: 218477 TO: 218648 BANK ACCOUNT: ALL

VOL.

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55 PAGE 3347

VENDOD	ACCOUNT	ACCOUNT		YUL. JUI		AULOO	1,
	NUMBER	NAME	ITEM/REASON	DATE	PO NO	amount	CHECK
						103.75	218508
COCHRAN FUNERAL HOME *	2009 010-691-409	5 AUTOPSIES	JP#4MCENTYRE/ELLIS	07/22/2009		380.00	
COCHIONI I ONLIVAL HORIL	2009 010-691-405		JP#1/LONGINO/HOLLINS	07/22/2009		730.00	
						1,110.00	218509
						1,110.00	210005
COLVIN AUTO PARTS	2009 024-624-456	5 PARTS & REPAIRS	04072	07/22/2009	294058	7.99	
	2009 024-624-456	5 PARTS & REPAIRS	04072	07/22/2009		30.58	
	2009 024-624-456	5 PARTS & REPAIRS	04072	07/22/2009	294058	16.18	
	2009 024-624-456	5 PARTS & REPAIRS	04072	07/22/2009		7.69	
						62.44	21851 0
COMPLIANCE CONSORTIUM COR	2009 010-696-405	5 EMPLOYEE PHYSICALS	POLK COUNTY/CHILDERS	07/22/2009		57.00	
						57.00	218511
CODDICAN FUNCTIAL HOME INC	2000 010 601 406	E AUTODOTEC	1D#1 LONCINO/14C/CON	07/22/2000		656.50	
CORRIGAN FUNERAL HOME INC	2009 010-691-405		<pre>JP#1,LONGINO/JACKSON JP#1,LONGINO/HERNANDEZ</pre>	07/22/2009 07/22/2009		656.50	
	2005 010-051-400	AUTOTOLO	of #1, condition networks	0772272003			
						1.313.00	218512
COUNTY & DIST CLERKS ASSOC	C 2009 010-450-427	7 TRAVEL/TRAINING	KATHY CLIFTON	07/22/2009		85.00	
					_	85.00	2185 13
CRAWFORD-MARTIN INSURANCE	2009 010-402-400) DPS-OPERATING	NITA BOWEN	07/22/2009	293307	71.00	
order order reactions	2009 010-402-400		L LOWRIE	07/22/2009		71.00	
		5 OFFICE SUPPLIES	T BARBEE	07/22/2009		71.00	
					<u></u> .	213.00	218514
CSI/PIZZA HUT	2009 010-228-000	C.CLERK RESTITUTION IN/OUT	THERESA J. MENDEZ	07/22/2009		75.00	
					-		
						75.00	218515
DASH MEDICAL GLOVES	2009 010-560-393	3 LAW ENFORCEMENT SUPPLIES	POLK COUNTY S	07/22/2009	294017	112.78	
						112.78	218516
DOUBLE S WELDING SUPPLY LI	2009 022-622-337	7 SHOP MATERIAL/SUPPLIES	COUNT2-00	07/22/2009	294168	22.00	
DOODLE 5 WEEDING SOLVE! E		REPAIR/REPLACEMENT/BLDG	COUNT3-0	07/22/2009			
					-		010517
						50.70	Z1851 /
DUNN / JIMMY	2009 010-560-392	2 ANIMAL SHELTER	POLK COUNTY ANIM. SHELTE	07/22/2009		75.00	
	2009 010-560-392	2 ANIMAL SHELTER	POLK CO. ANIMAL SHELTER	07/22/2009		125.00	
					-	200.00	218518
DURHAM OUTDOOR EQUIPMENT	2009 023-623-454	S DARTS & REDAIRS	R&B#3	07/22/2009	294140	12.99	
POWING OUTDOOK CONTRICTO	2007 020-020-400	NIMIO & MERMINO	Naujio	0116616003	∠ J-₹1+U	14.93	

CHECK REGISTER
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FROM: 218477
BANK ACCOUNT: ALL

TO: 218648

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 $55\,\mathrm{PAGE}\,3348$ VOL. ACCOUNT ACCOUNT VENDOR PO NO NAME ITEM/REASON DATE AMOUNT CHECK NAME NUMBER 2009 010-512-456 INMATE WORKCREW EXPENSE WORK CREW 07/22/2009 293935 1,279.97 2009 023-623-456 PARTS & REPAIRS 07/22/2009 294085 32.90 R&B#3 2009 023-623-456 PARTS & REPAIRS R&B#3 07/22/2009 294215 142.78 _____ 1.468.64 218519 34PC3 07/22/2009 X91149 18.862.80 EAST TEXAS ASPHALT CO. LTD 2009 023-623-339 ROAD MATERIAL 2009 023-623-339 ROAD MATERIAL 34PC3 07/22/2009 X91149 20.630.10 2009 023-623-339 ROAD MATERIAL 34PC3 07/22/2009 X91149 11.635.38 07/22/2009 294053 2.908.51 2009 024-624-339 ROAD MATERIAL 34PC4 07/22/2009 294053 950.09 2009 024-624-339 ROAD MATERIAL 34PC4 2009 024-624-339 ROAD MATERIAL 34PC4 07/22/2009 294137 6.441.07 07/22/2009 294137 6.360.53 2009 024-624-339 ROAD MATERIAL 34PC4 2009 024-624-339 ROAD MATERIAL 34PC4 07/22/2009 294137 1.873.82 2009 024-624-339 ROAD MATERIAL 34PC4 07/22/2009 294217 4.967.72 07/22/2009 294217 2009 024-624-339 ROAD MATERIAL 34PC4 1,257.67 2009 024-624-339 ROAD MATERIAL 34PC4 07/22/2009 294217 1,687.84 ------77,575.53 218520 07/22/2009 294078 EAST TEXAS COPY SYSTEMS. I 2009 021-621-315 OFFICE SUPPLIES 30921/11689 86.58 86.58 218521 R&B#3 07/22/2009 294216 11.96 EATON'S HARDWARE, LLC 2009 023-623-456 PARTS & REPAIRS _______ 11.96 218522 ELLIOTT ELECTRIC SUPPLY. I 2009 010-511-450 REPAIR/REPLACEMENT/BLDG 2496594 07/22/2009 293754 67.22 07/22/2009 293777 153.40 2009 010-511-450 REPAIR/REPLACEMENT/BLDG 2496594 07/22/2009 293867 160.41 2009 010-511-450 REPAIR/REPLACEMENT/BLDG 2496594 2009 010-511-450 REPAIR/REPLACEMENT/BLDG 2496594 07/22/2009 293325 62.27 _____ 443.30 218523 ELLIS / JOHN 2009 010-310-110 TAXES - CURRENT 10488-0009-00 07/22/2009 43.94 _____ 43.94 218524 2009 023-623-456 PARTS & REPAIRS 07/22/2009 294088 52.09 **ESS** 71270 _____ 52.09 218525 07/22/2009 294084 ETOX. INC. 2009 023-623-337 SHOP MATERIAL/SUPPLIES POLCO 113.10 _____ 113.10 218526 300.00 EVANS, SETH 2009 010-426-400 ATTORNEY FEES - COUNTY COU M/BREAZZEAL, J L 07/22/2009 2009 010-426-400 ATTORNEY FEES - COUNTY COU M/COLQUITT, C G JR 150.00 07/22/2009 2009 010-465-400 ATTORNEY FEES- 411TH COURT F/STEELHAMMER. J H 07/22/2009 510.00 2009 010-465-408 ATTORNEY FEES-258TH COURT F/BROWN, A K 07/22/2009 1.055.00 2009 010-465-408 ATTORNEY FEES-258TH COURT F/NELSON, J L 07/22/2009 475.00

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55 PAGE 3349VOL. ACCOUNT ACCOUNT VENDOR NAME ITEM/REASON DATE PO NO AMOUNT CHECK NUMBER NAME EWELL EQUIPMENT CO. INC 2009 023-623-456 PARTS & REPAIRS 214 07/22/2009 294082 25.36 ______ 25.36 218528 FAIR ICE SERVICE 2009 022-622-337 SHOP MATERIAL/SUPPLIES 10000455 07/22/2009 294167 130.00 91.00 2009 024-624-337 SHOP MATERIAL/SUPPLIES 10000460 07/22/2009 294060 2009 024-624-337 SHOP MATERIAL/SUPPLIES 10000460 07/22/2009 294139 91.00 -----312.00 218529 07/22/2009 294250 2,957.01 R&B#2 FIRST MATERIALS & TECHNOLO 2009 022-622-339 ROAD MATERIAL 2,957.01 218530 FISH & STILL EQUIPMENT INC 2009 024-624-456 PARTS & REPAIRS 102431 07/22/2009 294063 107.00 -----107.00 218531 2009 051-645-333 RAW FOOD 0040278004 07/22/2009 293970 79.32 FLOWERS BAKING COMPANY 07/22/2009 293915 95.38 2009 010-512-333 GROCERIES 0040208777 07/22/2009 294002 95.38 2009 010-512-333 GROCERIES 0040208777 07/22/2009 294123 2009 051-645-333 RAW FOOD 0040278004 57.12 327.20 218532 07/22/2009 105.00 FLOWERS DAVIS, P.L.L.C. 2009 010-401-400 ATTORNEY FEES/COMM COURT 324.000 105.00 218533 07/22/2009 294003 FOREMOST DAIRY 2009 010-512-333 GROCERIES 1004242 153.75 2009 010-512-333 GROCERIES 1004242 07/22/2009 294175 153.75 -----307.50 218534 190.01 07/22/2009 294070 GABRIEL JORDAN FORD MERCUR 2009 010-560-454 VEHICLE REPAIR 7100 2009 010-475-330 FURNISHED TRANSPORTATION 7100 07/22/2009 294127 178.14 -----368.15 218535 GALLOWAYS EXXON 2009 024-624-354 TIRES/TUBES R&B#4 07/22/2009 294057 25.00 07/22/2009 294057 184.95 2009 024-624-354 TIRES/TUBES R&B#4 2009 021-621-354 TIRES/TUBES R&B#1 07/22/2009 294047 622.44 2009 021-621-354 TIRES/TUBES 07/22/2009 294048 12.50 R&B#1 -----844.89 218536 GALLS. INC 2009 010-560-300 UNIFORMS 0014988513 07/22/2009 294154 156.83 156.83 218537 GENERAL WIRE & ELECTRICAL 2009 010-511-450 REPAIR/REPLACEMENT/BLDG MAINT ENG 07/22/2009 293931 79.17 ______

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VENDOR NAME	ACCOUNT NUMBER	ACCOUNT NAME	ITEM/REASON	VOL. 55 DATE PO NO	PAGE 33	
GRIFFITH / MARY E	2009 010-310-110) TAXES - CURRENT	10665-0005-00	07/22/2009	167.92	
					167.92	218539
GT DISTRIBUTORS, INC.	2009 010-475-490) MISCELLANEOUS	005733	07/22/2009 293517	231.90	
					231.90	218540
HANNAH/MELISSA L	2009 010-465-400	ATTORNEY FEES- 411TH COURT	F/DAVIS, JOEL E	07/22/2009	750.00	
					750.00	218541
HEB CHECK SERVICE	2009 010-228-000) C.CLERK RESTITUTION IN/OUT	TURNER, JAMES EARL	07/22/2009	96.93	
	0000 000 000 400	NATOOSI AANSOUS	000/10	07.400.40000.004.000		218542
HENDRIX MACHINERY L.L.C.	2009 023-623-490	J MISCELLANEOUS	R&B#3	07/22/2009 294083	1,250.00 1,250.00	
HOWELL/ JULIE C.	2009 010-465-400) ATTORNEY FEES- 411TH COURT	F/RIQUINT R A	07/22/2009	650.00	
HONCELY GOLLE G.	2003 010 100 100	THE STATE OF THE S	7,020011, 0.71	0,722,2003	650.00	
HUGHES PETROLEUM PRODUCTS	2009 024_624_336) FUEL /OTL	R&B#4	07/22/2009 294055	567.18	
HOGHES PETROLEON PRODUCTS				07/22/2009 294043		
	2009 023-623-330		R&B#1			
	2009 023-623-330		R&B#3	07/22/2009 294043		
	2009 023-623-330		R&B#3	07/22/2009 294043		
	2009 023-623-330		R&B#3	07/22/2009 294043		
	2009 023-623-330		R&B#3	07/22/2009 294043		
	2009 023-623-330) FUEL/OIL	R&B#3	07/22/2009 294043	1,386.72	
	2009 021-621-330) FUEL/OIL	R&B#1	07/22/2009 294045	602.25	
	2009 021-621-330) FUEL/OIL	R&B#1	07/22/2009 294045	662.37	
	2009 022-622-330) FUEL/OIL	R&B#2	07/22/2009 294132	1,124.15	
	2009 023-623-330) FUEL/OIL	R&B#3	07/22/2009 294133	728.32	
	2009 023-623-330) FUEL/OIL	R&B#3	07/22/2009 294133	674.49	
	2009 023-623-330) FUEL/OIL	R&B#3	07/22/2009 294133	631.87	
	2009 010-560-330		SHERIFF	07/22/2009 294094		
	2009 010-560-330		SHERIFF	07/22/2009 294021		
					15,193.91	218545
INDIAN SPRINGS FIRE DEPT.	2009 010-543-487	FIRE DEPARTMENTS	3RD QTR FY 2009	07/22/2009	1,899.08	
					1,899.08	218546
INDOFF	2009 010-560-315	OFFICE SUPPLIES	182888	07/22/2009 293854	189.99	
	2009 010-512-315	OFFICE SUPPLIES	182887	07/22/2009 293836	122.98	
		OFFICE SUPPLIES	182889	07/22/2009 294033	159.26	
		5 OFFICE SUPPLIES	182888	07/22/2009 293905		
		B LAW ENFORCEMENT SUPPLIES	182888	07/22/2009 293955		
		5 OFFICE SUPPLIES	182851	07/22/2009 293958		
		5 OFFICE SUPPLIES	182839	07/22/2009 294024		
	5000 010-430-010	OFFILLS	102007	0116616003 634064	۷۲.۱/	

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55 PAGE 3351 VOL. ACCOUNT ACCOUNT **VENDOR** DATE PO NO AMOUNT CHECK NUMBER NAME ITEM/REASON NAME 2009 010-495-315 OFFICE SUPPLIES 182839 07/22/2009 294031 23.97 2009 010-511-452 SUPPLIES/OFFICE EQUIPMENT 182886 07/22/2009 293827 772.97 1,856.80 218547 INTERSTATE BILLING SERVICE 2009 024-624-456 PARTS & REPAIRS 120546 07/22/2009 294061 30.46 07/22/2009 294080 51.54 2009 023-623-456 PARTS & REPAIRS 120532 07/22/2009 294081 196.07 2009 023-623-456 PARTS & REPAIRS 120532 120532 07/22/2009 294146 613.50 2009 023-623-456 PARTS & REPAIRS 2009 023-623-456 PARTS & REPAIRS 120532 07/22/2009 294211 21.40 912.97 218548 J & H STORAGE 2009 010-475-490 MISCELLANEOUS POLK CO. D A 07/22/2009 75.00 _____ 75.00 218549 07/22/2009 294138 96.00 J C SMITH & SON 2009 024-624-339 ROAD MATERIAL R&B#4 96.00 218550 800.00 JASPER COUNTY SHERIFF'S OF 2009 010-512-440 CONTRACT-INMATE HOUSING POLK COUNTY JAIL 07/22/2009 2009 010-512-393 MEDICAL SUPP/SERV-OUT OF C POLK COUNTY JAIL 07/22/2009 2.00 802.00 218551 JOHNSON / BOBBIE 2009 010-310-110 TAXES - CURRENT M0700-0037-00 07/22/2009 996.27 996.27 218552 2009 010-310-110 TAXES - CURRENT 10594-0073-05 07/22/2009 153.43 JOHNSON / WILLIE R -----153.43 218553 10044-0002-00 07/22/2009 KANSTRUP / NEILS & MARY 2009 010-310-110 TAXES - CURRENT 235.38 235.38 218554 2009 010-465-408 ATTORNEY FEES-258TH COURT F/JORDAN, J E 07/22/2009 400.00 KEEGAN/ JAMES 2009 010-465-400 ATTORNEY FEES- 411TH COURT F/TAYLOR, K L 07/22/2009 360.00 760.00 218555 KENZY'S KLOSET 2009 010-475-490 MISCELLANEOUS DIST ATTY 07/22/2009 293866 60.00 _____ 60.00 218556 07/22/2009 553.00 KLOTZ & ASSOCIATES, INC 2009 010-401-400 ATTORNEY FEES/COMM COURT 08990.001.000 553.00 218557 L.S.I. CLEANING & FLOOR CA 2009 010-512-334 PAPER/SUNDRY SUPPLIES JAIL 07/22/2009 293829 260.00 -----

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2009 010-511-450 REPAIR/REPLACEMENT/BLDG

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55 PAGE 3353 VOL. ACCOUNT ACCOUNT VENDOR ITEM/REASON DATE PO NO AMOUNT CHECK NAME NUMBER NAME MCCLENDON JR/E.L 2009 021-621-490 MISCELLANEOUS R&B#1 07/22/2009 294223 250.00 -----250.00 218570 2009 010-512-392 MEDICAL SUPPLIES- IN COUNT MRSPOLKROO 07/22/2009 293751 MEDICAL RENTAL & SALES 26.00 26.00 218571 MID-AMERICAN RESEARCH CHEM 2009 010-510-332 SUPPLIES/REPAIRS - CUSTODI 00-7114496 07/22/2009 293497 320.41 320.41 218572 MTS SAFETY PRODUCTS. INC. 2009 010-560-393 LAW ENFORCEMENT SUPPLIES P05543 07/22/2009 293838 247.50 _____ 247.50 218573 MUSTANG CAT- TRACTOR 2009 024-624-456 PARTS & REPAIRS 0790080 07/22/2009 294068 53.14 2009 024-624-456 PARTS & REPAIRS 0790080 07/22/2009 294067 14.844.20 2009 024-624-456 PARTS & REPAIRS 07/22/2009 294066 1,654.21 0790080 2009 024-624-456 PARTS & REPAIRS 0790080 07/22/2009 294054 10.00 2009 024-624-456 PARTS & REPAIRS 0790080 07/22/2009 294054 32.03 2009 024-624-456 PARTS & REPAIRS 07/22/2009 294135 1.307.25 0790080 2009 024-624-456 PARTS & REPAIRS 07/22/2009 294135 0790080 246.12 18.146.95 218574 MVBA LAW FIRM 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F SM41616/JONES, CARL D 07/22/2009 73.50 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 20050005/BENNETT, E. L. 07/22/2009 93.69 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 20050005/BENNETT, E. L 07/22/2009 28.26 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 20060165/STRASHEIM, R A 07/22/2009 6.92 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 20060165/STRASHEIM, R A 07/22/2009 48.73 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 20040664/VAUGHN, D. G. 07/22/2009 0.80 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 39683/BOWMAN, W E 52.20 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F H16801/CHAVARIA, B T 07/22/2009 49.10 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F H16801/CHAVARIA, B T 07/22/2009 49.10 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F H16801/CHAVARIA, B T 24.55 07/22/2009 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F H16286/LIVAS, U A
2009 010-223-200 PCMVB PAYABLE(DELINQUENT F H16286/LIVAS, U A
2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 049903/GRAY, C R
2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 049903/GRAY, C R 24.55 07/22/2009 07/22/2009 87.00 07/22/2009 78.17 07/22/2009 24.90 07/22/2009 24.90 07/22/2009 24.90 07/22/2009 24.90 07/22/2009 24.90 2009 010-223-200 PCMVB PAYABLE(DELINOUENT F 049947/HUNT. R A 07/22/2009 67.50 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F 050105/HUNT, R A 07/22/2009 112.50 2009 010-223-200 PCMVB PAYABLE(DELINQUENT F H21741/LIVAS, C A 07/22/2009 62.71 _____ 983.78 218575 MYERS / JOHN & KATHRYN 2009 010-310-110 TAXES - CURRENT 10522-0017-28 156.92 07/22/2009 ______

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55 PAGE 3354 VOL. VENDOR ACCOUNT ACCOUNT DATE PO NO AMOUNT CHECK ITEM/REASON NUMBER NAME NAME 07/22/2009 293749 70.00 NALCOM WIRELESS COMM. INC. 2009 010-458-315 OFFICE SUPPLIES JP4 70.00 218577 07/22/2009 294086 105.00 **NETTLES GARAGE** 2009 023-623-456 PARTS & REPAIRS R&B#3 07/22/2009 X91109 110.00 2009 023-623-456 PARTS & REPAIRS R&B#3 215.00 218578 O'REILLY AUTOMOTIVE. INC. 2009 010-560-454 VEHICLE REPAIR 348543 07/22/2009 293966 36.99 07/22/2009 294179 168.22 2009 010-560-454 VEHICLE REPAIR 773056 07/22/2009 294155 2009 010-560-454 VEHICLE REPAIR 773056 07/22/2009 294182 6.99 2009 010-560-454 VEHICLE REPAIR 771189 2009 010-511-450 REPAIR/REPLACEMENT/BLDG 773056 07/22/2009 293943 9.00 2009 010-511-454 AUTOMOTIVE MAINTENANCE 773056 07/22/2009 294229 35.99 337.74 218579 OMNIBASE SERVICE OF TEXAS 2009 010-229-100 JP OMNIBASED FEE CLEARING 4187 07/22/2009 42.00 1,019.20 2009 010-229-100 JP OMNIBASED FEE CLEARING 3187 07/22/2009 2009 010-229-100 JP OMNIBASED FEE CLEARING 1187 270.00 07/22/2009 341.00 2009 010-229-100 JP OMNIBASED FEE CLEARING 2187 07/22/2009 1,672.20 218580 ONALASKA EQUIPMENT RENTAL 2009 022-622-337 SHOP MATERIAL/SUPPLIES POLCO. 07/22/2009 294161 141.95 141.95 218581 3RD QTR FY 2009 07/22/2009 3,509.02 ONALASKA FIRE DEPARTMENT 2009 010-543-487 FIRE DEPARTMENTS ______ 3,509.02 218582 2009 010-229-101 JP TRUANCY FEE TO SCHOOL OLIVER. S/TRUAN 07/22/2009 ONALASKA I. S. D. 100.00 ______ 100.00 218583 ORKIN EXTERMINATING CO 2009 010-511-335 PEST CONTROL 30004654 07/22/2009 293029 350.00 -----350.00 218584 OWEN FURNITURE 2009 021-621-490 MISCELLANEOUS R&B#1 07/22/2009 294224 699.00 699.00 218585 PACE FUNERAL HOME 2009 010-645-411 PAUPER CARE AND LUNACY T ALEXANDER 07/22/2009 294112 500.00 500.00 218586 PARHAM/ R. J. 2009 010-465-400 ATTORNEY FEES- 411TH COURT F/POELING, T N 07/22/2009 360.00 510.00 2009 010-465-400 ATTORNEY FEES- 411TH COURT F/HERNANDEZ, V 07/22/2009 -----870.00 218587

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55 PAGE 3355 VOL. ACCOUNT ACCOUNT VENDOR ITEM/REASON DATE PO NO AMOUNT CHECK NAME NUMBER NAME 2009 022-622-339 ROAD MATERIAL 17426 07/22/2009 294145 PAVERS SUPPLY 1,995.68 1.995.68 218588 PETERS TRACTOR & EOUIPMENT 2009 024-624-456 PARTS & REPAIRS 88.76 R&B#4 07/22/2009 294062 07/22/2009 294062 2009 024-624-456 PARTS & REPAIRS R&B#4 65.62 2009 023-623-456 PARTS & REPAIRS 07/22/2009 294212 86.34 R&B#3 240.72 218589 PHILLIPS / RICHARD & ALANA 2009 010-310-110 TAXES - CURRENT 10864-0006-00 07/22/2009 31.38 _____ 31.38 218590 PINTO CONSTRUCTION INC. 2009 021-621-622 PERMANENT ROAD EXPENSES R&B#1 07/22/2009 294049 50.000.00 07/22/2009 294050 13.043.20 2009 021-621-301 BUDGET CARRYOVER R&B#1 2009 021-621-301 BUDGET CARRYOVER R&B#1 07/22/2009 294051 112.992.00 _____ 176,035.20 218591 07/22/2009 POLK COUNTY CRIME STOPPERS 2009 010-221-691 CRIME STOPPERS PAYABLE POLK COUNTY CLERK 690.00 690.00 218592 28.20 POLK COUNTY PUBLISHING (LE 2009 010-691-430 ADVERTISING/PUBLICATIONS POL3274710-91906 07/22/2009 2009 010-691-430 ADVERTISING/PUBLICATIONS POL3274710-91906 07/22/2009 12.30 2009 010-691-430 ADVERTISING/PUBLICATIONS POL3274710-91906 07/22/2009 279.90 2009 010-691-430 ADVERTISING/PUBLICATIONS 11018 07/22/2009 40.80 _____ 361.20 218593 POLK COUNTY TRACTOR SUPPLY 2009 021-621-456 PARTS & REPAIR R&B#1 07/22/2009 294052 63.81 07/22/2009 294162 328.40 2009 022-622-337 SHOP MATERIAL/SUPPLIES R&B#2 392.21 218594 **POSTNET** 2009 010-560-393 LAW ENFORCEMENT SUPPLIES 0013 07/22/2009 293857 12.32 2009 010-475-406 APPELLATE EXPENSES 0013 07/22/2009 293999 22.79 07/22/2009 293983 2009 010-475-406 APPELLATE EXPENSES 0013 18.84 53.95 218595 PRODUCTIVITY CENTER THE 07/22/2009 2009 010-560-393 LAW ENFORCEMENT SUPPLIES PCSD005 1.635.00 1,635.00 218596 **OUEST DIAGNOSTICS** 2009 010-696-405 EMPLOYEE PHYSICALS 42020319 07/22/2009 129.90 -----129.90 218597 2009 010-228-000 C.CLERK RESTITUTION IN/OUT JOHN GREG GARDNER 07/22/2009 R & D GROCERY 40.00 40.00 218598 DATE 07/22/2009

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55 PAGE 3356 VOL. **ACCOUNT** ACCOUNT VENDOR ITEM/REASON DATE PO NO AMOUNT CHECK NUMBER NAME NAME R.B. 'S WATER DEPOT 2009 024-624-490 MISCELLANEOUS R&B#4 07/22/2009 294056 10.67 2009 022-622-337 SHOP MATERIAL/SUPPLIES R&B#2 07/22/2009 294157 165.00 2009 022-622-337 SHOP MATERIAL/SUPPLIES R&B#2 07/22/2009 294157 165.00 340.67 218599 07/22/2009 294134 8,813.25 RAILROAD YARD INC. THE 2009 024-624-338 CULVERTS R&B#4 _____ 8.813.25 218600 RAY ALLEN MANUFACTURING CO 2009 010-560-394 DRUG DOG EXPENSES/SUPPLIES SUPPLIES 07/22/2009 294131 142.80 ______ 142.80 218601 07/22/2009 294046 RED BARN BUILDERS SUPPLY I 2009 021-621-338 CULVERTS 0028700 462.75 2009 022-622-338 CULVERTS 07/22/2009 294041 221.34 0003325 2009 022-622-339 ROAD MATERIAL 0003325 07/22/2009 294042 714.30 1,398.39 218602 164.82 07/22/2009 294151 RELIABLE PARTS CO. 2009 010-511-454 AUTOMOTIVE MAINTENANCE 7345 2009 010-511-454 AUTOMOTIVE MAINTENANCE 7345 07/22/2009 293902 282.89 -----447.71 218603 RFI TABLE-THE OFFICES SUPPL 2009 010-697-315 OFFICE SUPPLIES 22080 07/22/2009 292744 732.76 2009 010-697-315 OFFICE SUPPLIES 22080 07/22/2009 292744 81.47 814.23 218604 ROSS / JASON 2009 010-511-450 REPAIR/REPLACEMENT/BLDG MAINT ENG 07/22/2009 294093 804.00 ------804.00 218605 ROTH, JOE D. 2009 010-465-400 ATTORNEY FEES- 411TH COURT F/AUSTIN. L 07/22/2009 1,110.00 2009 010-426-400 ATTORNEY FEES - COUNTY COU JUV/FLOURNDY, AMOS 07/22/2009 100.00 2009 010-465-400 ATTORNEY FEES- 411TH COURT F/BROWN, R D 07/22/2009 300.00 2009 010-465-400 ATTORNEY FEES- 411TH COURT F/GAY, K N 07/22/2009 510.00 2009 010-465-408 ATTORNEY FEES-258TH COURT F/MAZRANNI 07/22/2009 400.00 2009 010-465-408 ATTORNEY FEES-258TH COURT F/THOMAS, JM 07/22/2009 175.00 2009 010-426-400 ATTORNEY FEES - COUNTY COU JUV/LEWIS, C R 07/22/2009 200.00 2009 010-426-400 ATTORNEY FEES - COUNTY COU M/ZACHARY. N J 07/22/2009 275.00 . _ _ _ _ _ _ _ _ _ 3.070.00 218606 ROWE/ BURRELL 2009 010-426-400 ATTORNEY FEES - COUNTY COU M/WATSON. B 07/22/2009 100.00 2009 010-426-400 ATTORNEY FEES - COUNTY COU JUV/BEAN. D 07/22/2009 100.00 2009 010-426-400 ATTORNEY FEES - COUNTY COU JUV/MORALES 07/22/2009 100.00 300.00 218607 07/22/2009 1,680.00 SAN JACINTO COUNTY 2009 010-512-440 CONTRACT-INMATE HOUSING POLK COUNTY JAIL _____ 1,680.00 218608 CHECK REGISTER FROM: 218477 TO: 218648 CHK100 PAGE 14
V/P CHECKS BANK ACCOUNT: ALL

130.00 218616

		V/P CHECKS	BANK ACCOUNT: ALL			
, ,				VOL. 55	PAGE 335	7
VENDOR	ACCOUNT	ACCOUNT		101.	TAULOO	•
NAME	NUMBER	NAME	ITEM/REASON	DATE PO	NO AMOUNT	CHECK
		0000 44750744 (00000 750	600	07/00/0000 004	1050 5 00	
SCAR-BROS ACE HOME & GARDE			603	07/22/2009 294		
		REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294		
		REPAIR/REPLACEMENT/BLDG	603	07/22/2009 293		
		REPAIR/REPLACEMENT/BLDG	603	07/22/2009 293		
		REPAIR/REPLACEMENT/BLDG	603	07/22/2009 293		
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 293		
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294	1009 25.97	
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294	1020 13.01	
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294	1032 0.85	
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294	1091 35.46	
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294	1104 7.58	
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294	1184 16.76	
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	603	07/22/2009 294	1173 3.59	
	2003 020 022 .00		•			
					206.44	218609
SCENIC LOOP FIRE DEPT.	2009 010-543-487	FIRE DEPARTMENTS	3RD QTR FY 2009	07/22/2009	2,740.52	
					2.740.52	
SCOTT-MERRIMAN, INC.	2009 010-450-315	OFFICE SUPPLIES	P001	07/22/2009 294	1022 591.00	
					591.00	218611
SEGNO FIRE DEPT.	2009 010-543-487	FIRE DEPARTMENTS	3RD QTR FY 2009	07/22/2009	2,257.16	
			1 1	211		
					2,257.16	218612
SEPTIC HYDRO TECH, INC.	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	MAINT ENG	07/22/2009 294	165.00	
					165.00	218613
SKYLINE EQUIPMENT	2009 010-512-453	EQUIPMENT REPAIRS	700207	07/22/2009 293	3961 21.73	
					21.73	218614
CLOCOMD CONCTANCE	2000 010 426 400	ATTORNEY FEES - COUNTY COU	L DC /7 A \	07/22/2000	60 E0	
SLOCOMB, CONSTANCE				07/22/2009	62.50	
		ATTORNEY FEES - COUNTY COU		07/22/2009	25.00	
		ATTORNEY FEES - COUNTY COU		07/22/2009	67.50	
		ATTORNEY FEES - COUNTY COU		07/22/2009	150.00	
		ATTORNEY FEES - COUNTY COU		07/22/2009	205.50	
		ATTORNEY FEES - COUNTY COU		07/22/2009	119.00	
		ATTORNEY FEES - COUNTY COU		07/22/2009	25.00	
		ATTORNEY FEES - COUNTY COU		07/22/2009	145.50	
		ATTORNEY FEES - COUNTY COU		07/22/2009	210.08	
	2009 010-426-400	ATTORNEY FEES - COUNTY COU	J PC/ZAVALA, M R	07/22/2009	37.50	
					1,047.58	218615
SNOWDEN DISTRIBUTING COMPA	2009 010-512-490	MISCELLANEOUS	POLK COUNTY JAIL	07/22/2009	130.00	
					100.00	010616

CHECK REGISTER
V/P CHECKS

FROM: 218477 BANK ACCOUNT: ALL

TO: 218648

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55 PAGE 3358 VOL. ACCOUNT ACCOUNT VENDOR DATE PO NO AMOUNT CHECK NUMBER NAME ITEM/REASON NAME SOUTH POLK CO FIRE DEPT IN 2009 010-543-487 FIRE DEPARTMENTS 3RD QTR FY 2009 07/22/2009 1.899.08 _____ 1,899.08 218617 SOUTHEAST TEXAS FOOD BANK 2009 051-645-333 RAW FOOD 10069 07/22/2009 294124 891.40 -----891.40 218618 SOUTHEAST TEXAS FORENSIC C 2009 010-691-405 AUTOPSIES JP#4MCENTYRE/ELLIS 07/22/2009 1,500.00 2009 010-691-405 AUTOPSIES JP#4MCENTYRE/PERKINS 07/22/2009 1,500.00 2009 010-691-405 AUTOPSIES JP#1,LONGINO/JACKSON 07/22/2009 1,500.00 07/22/2009 2009 010-691-405 AUTOPSIES JP#1.LONGINO/HOLLINS 1,500.00 2009 010-691-405 AUTOPSIES JP#1,LONGINO/LAIRD 07/22/2009 1,500.00 -----7,500.00 218619 07/22/2009 185.50 STEPHENS. SHEILA 2009 010-228-403 VICTIM RESTITUTION JULIE DIANNE NEAL _____ 185.50 218620 STERICYCLE INC 2009 010-512-392 MEDICAL SUPPLIES- IN COUNT 2096576 07/22/2009 72.09 -----72.09 218621 07/22/2009 294018 STORY-WRIGHT CO., INC 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN 108042 39.43 2009 010-458-315 OFFICE SUPPLIES 108056 07/22/2009 294111 22.78 _____ 62.21 218622 52.79 STUBBY'S 2009 010-228-000 C.CLERK RESTITUTION IN/OUT THERESA J. MENDEZ 07/22/2009 2009 010-228-000 C.CLERK RESTITUTION IN/OUT THERESA J. MENDEZ 07/22/2009 40.21 93.00 218623 SYSCO FOOD SERVICES OF HOU 2009 010-512-333 GROCERIES 317727 07/22/2009 294001 1.141.88 2009 010-512-334 PAPER/SUNDRY SUPPLIES 07/22/2009 294001 24.09 317727 2009 010-512-333 GROCERIES 317727 07/22/2009 294205 926.70 2009 010-512-334 PAPER/SUNDRY SUPPLIES 07/22/2009 294205 124.95 317727 2,003.84 2009 010-512-333 GROCERIES 317727 07/22/2009 294174 2009 010-512-334 PAPER/SUNDRY SUPPLIES 317727 07/22/2009 294174 53.29 _____ 4.274.75 218624 TECH DEPOT 2009 010-512-315 OFFICE SUPPLIES 050641083 07/22/2009 293985 824.97 _____ 824.97 218625 07/22/2009 294125 225.00 TEK-COM TECHNOLOGIES INC. 2009 010-503-410 CONTRACT SERVICES DATA PROC 225.00 218626 07/22/2009 293521 TELCOM SUPPLY INC. 2009 010-499-572 OFFICE EOUIPMENT TAX OFFICE 303.38 2009 010-426-352 PRODUCTIVITY ENHANCEMENT SUPPLLIES 07/22/2009 293305 310.00

DATE 07/22/2009 CHECK REGISTER FROM: 218477 TO: 218648

V/P CHECKS BANK ACCOUNT: ALL

55 PAGE 3359 VOL. ACCOUNT ACCOUNT VENDOR DATE PO NO ITEM/REASON AMOUNT CHECK NAME NUMBER NAME 613.38 218627 2009 010-560-393 LAW ENFORCEMENT SUPPLIES 07/22/2009 293959 139.00 TELREPCO. INC 8353 139.00 218628 TEXAS ASSOCIATION OF COUNT 2009 010-409-490 AUTOMOBILE INSURANCE 1870 07/22/2009 497.00 -----497.00 218629 TEXAS DEPARTMENT OF HEALTH 2009 020-512-551 PRECONSTRUCTION EXPENSES NOTIFICATION 07/22/2009 294010 57 00 57.00 218630 TEXAS DEPARTMENT OF HEALTH 2009 010-228-100 BVS-BIRTH CERTF.FEES POLK COUNTY 187-01 07/22/2009 366.00 POLK COUNTY 187-01 07/22/2009 2009 010-403-315 OFFICE SUPPLIES 12.81 _____ 378.81 218631 TEXAS IMAGING SYSTEMS INC 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2883 07/22/2009 291.64 47.26 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2875 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2900 07/22/2009 482.70 281.58 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2901 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2483 07/22/2009 137.71 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1966 07/22/2009 446.00 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1449 07/22/2009 151.00 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1921 103.93 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2006 07/22/2009 331.99 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2068 204.00 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T0638 156.29 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T0582 07/22/2009 104.57 233.91 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T0914 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T0110 07/22/2009 109.25 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2067 07/22/2009 52.00 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1967 07/22/2009 90.00 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2347 07/22/2009 49.00 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1514 07/22/2009 76.27 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2899 62.75 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2898 07/22/2009 27.10 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1418 07/22/2009 83.96 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1834 07/22/2009 202.78 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1835 07/22/2009 55.00 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T1922 07/22/2009 143.00 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2816 07/22/2009 43.56 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2139 194.00 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2139 07/22/2009 84.78 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T2138 85.00 07/22/2009 2009 010-409-331 COPY/POSTAGE MACHINE EXPEN LK0011/T0579 07/22/2009 44.78 _____

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CHECK REGISTER FROM: 218477 TO: 218648 CHK100 PAGE 17 V/P CHECKS BANK ACCOUNT: ALL

VENDOR	ACCOUNT	ACCOUNT		VOL.	55 P	AGE 336	0
NAME	NUMBER	NAME	ITEM/REASON	DATE	PO NO	AMOUNT	CHECK
	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	FENTRESS, B/PAW	07/22/2009		87.55	
					-	136.85	218633
TEXAS PARKS AND WILDLIFE	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	CHREENE, R/PAW	07/22/2009		49.30	
	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	THOMPSON, R/PAW	07/22/2009		87.55	
	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	GARDVNO, JUAN/PAW	07/22/2009		49.30	
	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	SCOTT, L/PAW	07/22/2009		49.30	
	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	JOHNSON, W/PAW	07/22/2009		49.30	
					_	284.75	218634
TEXAS PARKS AND WILDLIFE	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	CHREENE, L/PAW	07/22/2009		100.00	
	2009 088-207-850	PAW-PARKS & WILDLIFE FEES	PEREZ/ D/PAW	07/22/2009		85.00	
						185.00	218635
THOMAS / CULLEN	2009 010-560-392	? ANIMAL SHELTER	ANIMAL SHELTER	07/22/2009	294186	150.00	
					-	150.00	218636
THOMAS SUPPLY, INC.	2009 024-624-337	SHOP MATERIAL/SUPPLIES	367	07/22/2009	294089	154.45	
	2009 022-622-338	CULVERTS	365	07/22/2009	294090	484.50	
	2009 022-622-338	3 CULVERTS	365	07/22/2009	294141	502.72	
	2009 024-624-337	SHOP MATERIAL/SUPPLIES	367	07/22/2009	294143	51.92	
	2009 024-624-338	3 CULVERTS	367	07/22/2009	294144	427.57	
	2009 024-624-338	3 CULVERTS	367	07/22/2009		164.20	
					-	1,785.36	218637
TIGER DIRECT INC	2009 010-697-456	EQUIPMENT/PARTS/REPAIRS/SU	0026460238	07/22/2009	294012	936.97	
					-	936.97	2186 38
TIRE MAX	2009 010-475-330	FURNISHED TRANSPORTATION	13259	07/22/2009	293933	386.00	
					_	386.00	218639
TXI OPERATIONS LP	2009 022-622-339	ROAD MATERIAL	44444101	07/22/2009	294159	3,606.20	
TAT OFFICE TOTAL LINE	2009 022-622-339		44444101	07/22/2009			
	2009 022-622-339		44444101	07/22/2009		•	
	2009 022-622-339		44444101	07/22/2009		•	
					-	13,624.00	218640
TYLER UNIFORMS, INC	2009 010-512-300	UNIFORMS	POL2000	07/22/2009	293706	130.58	
					-	130.58	218641
W.W. GRAINGER, INC.	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	845877778	07/22/2009	293778	64.80	
		REPAIR/REPLACEMENT/BLDG	845877778	07/22/2009		2,608.42	
		SUPPLIES/REPAIRS - CUSTODI		07/22/2009		659.96	
		SUPPLIES/REPAIRS - CUSTODI		07/22/2009		292.95	

CHECK REGISTER FROM: 218477 TO: 218648 CHK100 PAGE 18 V/P CHECKS

BANK ACCOUNT: ALL

650.00 218648

DATE 07/22/2009		CHECK REGISTER		10: 218648	CHK100 PAGE	. 18
VENDOR	ACCOUNT	V/P CHECKS ACCOUNT	BANK ACCOUNT: ALL	YOL. 55	PAGE 33	61
NAME	NUMBER	NAME	ITEM/REASON	DATE PO NO	AMOUNT	CHEOK
	2009 010-511-454	AUTOMOTIVE MAINTENANCE	845877778	07/22/2009 293895	66.56	
	2009 010-510-332	2 SUPPLIES/REPAIRS - CUSTODI		07/22/2009 293904		
		2 SUPPLIES/REPAIRS - CUSTODI		07/22/2009 292729		
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	845877778	07/22/2009 292729		
	2009 010-511-450	REPAIR/REPLACEMENT/BLDG	845877778	07/22/2009 293885	33.89	
					4,420.02	
WAYNE'S TIRE SHOP	2009 022-622-354	TIRES/TUBES	R&B#2	07/22/2009 294160	30.00	
					30.00	218643
WELLS/ LAURA	2009 010-465-403	3 APPEALS & TRANSCRIPTS-411T	411TH DIST COURT	07/22/2009	433.00	
					433.00	218644
WEST GROUP PAYMENT CENTER	2009 040-650-334	OPERATING EXPENSE	1003131359	07/22/2009	4.48	
					4.48	218645
WILBURN'S WHOLESALE	2009 010-510-300) UNIFORMS	MAINT CUST	07/22/2009 294153	106.17	
WIEDOWN O WINDERONEL		SUPPLIES/REPAIRS - CUSTODI		07/22/2009 294153		
		B MOBILE PHONE/PAGER	MAINT CUST	07/22/2009 294153		
		SUPPLIES/REPAIRS - CUSTODI		07/22/2009 293903		
		SUPPLIES/REPAIRS - CUSTODI		07/22/2009 294035		
					357.65	218646
WILLIAM GEORGE COMPANY IN	C 2009 051-645-360) RAW FOOD/AGRI GRANT	69170	07/22/2009 294014	107.28	
	2009 051-645-361	. PAPER GOODS/PCKG/AGRI GRAN	69170	07/22/2009 294014		
	2009 010-512-333	GROCERIES	93700	07/22/2009 294000	1,204.52	
	2009 010-512-334	PAPER/SUNDRY SUPPLIES	93700	07/22/2009 294000	45.50	
	2009 051-645-333	RAW FOOD	69170	07/22/2009 293919	320.97	
	2009 051-645-343	PAPER FOOD GOODS/SUPPLIES	69170	07/22/2009 293919	36.22	
	2009 051-645-333	RAW FOOD	69170	07/22/2009 294004	33.83	
	2009 010-512-333	GROCERIES	93700	07/22/2009 294172	1,299.46	
	2009 010-512-334	PAPER/SUNDRY SUPPLIES	93700	07/22/2009 294172	70.50	
	2009 010-512-333		93700	07/22/2009 294172	11.88	-
	2009 051-645-333		69170	07/22/2009 294164		
	2009 051-645-343	B PAPER FOOD GOODS/SUPPLIES	69170	07/22/2009 294164	36.22 	
					4,098.04	218647
WILLIAMS/DANA T		ATTORNEY FEES - COUNTY COU		07/22/2009	100.00	
		ATTORNEY FEES - COUNTY COU		07/22/2009	200.00	
		ATTORNEY FEES - COUNTY COU		07/22/2009	100.00	
		ATTORNEY FEES - COUNTY COU		07/22/2009	100.00	
	2009 010-426-400	ATTORNEY FEES - COUNTY COU	M/GRADNEY, K D	07/22/2009	150.00	

FROM: 218477 TO: 218648 DATE 07/22/2009 CHECK REGISTER CHK100 PAGE 19 V/P CHECKS BANK ACCOUNT: ALL 55 PAGE 3362 VOL. VENDOR ACCOUNT ACCOUNT NAME DATE PO NO NAME NUMBER ITEM/REASON AMOUNT CHECK TOTAL CHECKS WRITTEN

TOTAL CHECKS WRITTEN 673.551.49
TOTAL VOID CHECKS 0.00
TOTAL CHECK AMOUNT 673.551.49

ADDENDUM SCHEDULE OF BILLS FY 2009 JULY 28, 2009

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	9705, 35 YJUL	DEEP ARTMENT	LINE: IT EM	ALACHUNT
COMPANY NAME O.G. BROOKS ROOFING DYKE, CLAUDE JOHN BELT HARRIS & ASSOCIATES TIEXAS ASSO. OF COUNTIES TOTAL	DESCRIPTION ROOFING JUV PROBATION BOND REFUND ANNUAL AUDIT PARTIAL INSURANCE	DEPARTMENT MAINT ENG JP#4 COMM. COURT ALL	010-511-574 010-20:-000	\$ 43,000.00

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July 15, 2009 - July 28, 2009

		23					-			1		İ	l	1	i	1			1			1	l	1		
	ACTION TAKEN	RECLASSIFICATION TO SHERIFF, REG F/T, #1037, DEPUTY SHERIFF (PATROL), 20/01, \$32,324.53	EFFECTIVE 08/03/2009	MERIT INCREASE TO 22/05, \$39,263.76	EFFEC11VE 08/03/2009	MERIT INCREASE TO 16/07, \$30,787.36	EFFECTIVE 08/03/2009	RECLASSIFICATION TO JAIL, #1038, DEPUTY SHERIFF (TRANSPORT), 20/01, \$32,324.53	EPPECTIVE D8/03/2009																	
GROUP	WAGE	20/01	\$32,324.53	22/03	\$37,397.20	16/05	\$29,316.07	14/01	\$24,133.60																	
	SALPLOYMENT	REGULAR	FULL TIME	REGULAR	FULL TIME	REGULAR	FULL TIME	REGULAR	FULL TIME																	
	JOB DESCRIPTION	1038	DEPUTY SHERIFF (TRANSPORT)	110	FOREMAN II	108	HEAVY EQUIPMENT OPERATOR	1055	CORRECTIONS OFFICER								•									
	DEPT	JAIL		R&B	PCT. #1	R&B	PCT. #1	JAIL																		
	EMPLOYEE	CHARLES RICHARD	DELANEY, SR.	KENNETH F.	HAMBRICK	QUINTIN	TOLAR	DONALD W.	MILNER																	
	Ź	Ξ		(2)		(3)		(4)		(2)	(9)	(2)	(8)	(6)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	



Imposition of Optional Fees Calendar Year 2010

INSTRUCTIONS: As soon as possible but no later than August 15, 2009, please complete and return this form via e-mail to AskVTR@dot.state.tx.us or fax your response to (512) 465-3034. If you have completed **Option B**, be sure to attach a copy of the required Commissioners Court Order.

Commissioners Court Order All county Commissioners Courts are statutorily required to notify the department each year when revising the collection of optional fees (Texas Transportation Code, Sections 502.172, 502.1725, and 502.173). Your County Name: (be sure to include the name of your county on the line above) If you are not changing your optional fees, please check the box next to OPTION A below and return this form. X OPTION A - RETAIN THE SAME FEE AS 2009 NOTE: A copy of the Commissioners Court Order is NOT required for this option. OR... If you are changing your optional fees, please check the box next to OPTION B below and complete items 1 through 5 with the Commissioners Court approved changes. OPTION B - REVISE THE FEES FOR 2010 (Complete the applicable items below) NOTE: A copy of the Commissioners Court Order IS required for optional fee changes. The Commissioners Court has approved the following optional fee changes for calendar year 2010 (January 1 through December 31, 2010): 1. Impose a new County Road and Bridge Fee of \$____ (not to exceed \$10) 2. Impose a new Child Safety Fund Fee of \$____ (not to exceed \$1.50) 3. Discontinue the County Road and Bridge Fee of \$ 4. Discontinue the Child Safety Fund Fee of \$ 5. Impose TOTAL 2010 fees of \$

If you wish to be contacted electronically for future mailings, or provide an alternate e-mail address, please provide it here: jan.shandley@co.polk.tx.us



SCHELANA WALKER POLK COUNTY CLER©©PY

July 21, 2009

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

Re: Appointment of Election Judges & Alternates
Texas Election Code - Section 32.002 / Appointment Procedures

Appointments of the following persons to serve as Election Judge & Alternate Judge for (2) year period from August 1, 2009 through July 31, 2011. The Party Chairs do not have replacements for the (3) three vacancies at this time.

Precinct	Judge	Alternate
1-Segno	Shirley Cain (R)	Irene Milner (D)
2-Ace	Liz Ellis (R)	Kathy Hunt (D)
3-Goodrich	Dorothy Clevenger (R)	Aline Fisher (D)
4-Trinity Lutheran Church	Jerry Hawkins (R)	vacant
5-Scenic Loop VFD	Danny Freeman (R)	Celeste Williams (D)
6-Onalaska	James Oestreich (R)	Helen Felder (D)
7-Livingston City Hall	Doyle Coburn (R)	vacant
8-Leggett ISD	Travis Jackson (D)	vacant
9-Moscow Baptist Church	Harvey Stewart (D)	June Parrish (R)
10-Corrigan	Robert Smiley (D)	LaVon Golden (R)
11-Barnum Baptist Church	Frances Proctor (R)	Delores Swearingen (D)
12-Indian Reservation	Sharon Miller (D)	Armando Rodriguez (R)
13-Big Sandy ISD	Frances Adams (R)	Hershel Phillips (D)
14-Indian Springs POA	Debra Harlow (R)	Randy Brown (D)
15-Schwab City	Velma Key (R)	Nell Mayo (D)
16-VFW	James Walker (R)	Dennis Teal (D)
17-Blanchard Baptist Church	Hugh Myers (R)	John Brecheen (D)
18-Dunbar	Valencia Green (D)	Rita Bloodworth (R)
19-Escapees Activity Center	Dianne Harlan (R)	Joan Anderson (D)
20-Escapees Care Center	Leslie Dudley (R)	Diane Holt (D)

INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES

Article 1: Parties & Purpose

- 1.1 The Deep East Texas Council of Governments (DETCOG) (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 **Polk County** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.
- 1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
- 1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

- 2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least

10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

- 3.1 The Local Government agrees to:
 - 3.1.1 Operate and maintain the Polk County Sheriffs Office PSAP(s) located at 1733 N Washington, Livingston, TX 77351;
 - 3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and
 - 3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.
- 3.2 Ownership, Transference & Disposition of Equipment
 - 3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
 - 3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.
 - 3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.
 - 3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.
 - 3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by **DETCOG** and proof of insurance shall be provided upon request.
 - 3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

3.3 Inventory

- 3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;
- 3.3.2 All 9-1-1 equipment shall be tagged with identification labels.
- 3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:

- 3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;
- 3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;
- 3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;
- 3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
- 3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;
- 3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;
- 3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

- 3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;
- 3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

- 5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.
- 5.2 The RPC shall purchase supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

- 6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.
- 6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.
- 6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.
- 6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.
- 6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
- 6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

Article 7: Records

- 7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan:
- 7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.
- 7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

- 10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.
- 10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.
- 10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

- 10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

- 12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.
- 12.2 The RPC's address is:

Deep East Texas Council of Governments (DETCOG) 210 Premier Dr.
Jasper, TX 75951

The Local Government's address is:

Polk County 104 W. Church, Ste 300 1777 Livingston, TX 77351 12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

- 13.1 This Agreement is effective as of September 1, 2009 and shall terminate on August 31, 2011.
- 13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

- 15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.
- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
- 18.5 The following Attachments are part of this Agreement:

Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

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18.7 This Agreement is executed in duplicate originals.

Deep East Texas Council of Governments	Polk County
By:	By:
Printed Name: Walter G. Diggles	Printed Name: <u>Hon. John Thompson</u>
Title: Executive Director	Title: County Judge
Date:	Date:

VOL.

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Polk County SO (PSAP Name), in Polk County, to be the property of DETCOG, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

[Attached equipment inventory list.]

Deep East Texas Council of Governments	Nacogdoches County
By:	Ву:
Printed Name: Walter G. Diggles	Printed Name: <u>Hon. John Thompson</u>
Title: Executive Director	Title: County Judge
Date:	Date:

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COUNTY	LOCATION	TYPE	DESCRIPTION	SERIAL #	DETCOG ID	DOP	AMOUNT
POLK	POLK SO		AT & T Router	JAB04234NB1	001074	4-1-00	1,680
POLK	POLK SO		BCM - White	NT7B10AAFH	001235	8-9-07	pandled
POLK	POLK SO		CPU # 1 - Central	2UA7210NQS	001237	8-9-07	91,532
POLK	POLK SO		CPU # 2 - NonCentral 1	2UA7210NQR	001238	8-9-07	palpund
POLK	POLK SO		CPU #3 - NonCentral 2	WUA7210NR5	001239	8-9-07	bandled
POLK	POLK SO	PSAP	Magic Server	MX271804TO	001234	8-9-07	palpunq
POLK	POLK SO		Mapped ALI Monitor-Central	CNOCC38871618773AHCU	001227	8-9-07	pandled
POLK	POLK SO		Mapped ALI Monitor-NonCentral 1	CN0CC38871618773AHRC	001229	8-9-07	palpung
POLK	POLK SO		Mapped ALI Monitor-NonCentral 2	CNOCC38871618773AHU5	001231	8-9-07	palpunq
POLK	POLK SO		Monitor # 1 - Central	CNOCC38871618773AHUA	001228	8-9-07	pandled
POLK	POLK SO		Monitor # 2 - NonCentral 1	CNOCC38871618773AHVS	001230	8-9-07	balpund
POLK	POLK SO		Monitor #3 - NonCentral 2	CNOCC38871618773AHW2	001232	8-9-07	palpunq
POLK	POLK SO		PEI Orion Map Star Software	Version 5.2		8-9-07	palpunq
POLK	POLK SO	PSAP	Printer	MY71K71BJC	001276	8-9-07	balpunq
POLK	POLK SO	PSAP	Recorder			12-12-06	10,000
POLK	POLK SO	PSAP	SBC Router	JOB0426501B	001073	1-1-00	1,680
POLK	POLK SO	PSAP	TTY	30371101554	1429	3/6/08	396
POLK	POLK SO	PSAP	UPS	9640ALCPS625900043	001463	11/07/08	8067
POLK	POLK SO	PSAP	Vesta Pallas Server	MX2712007Z	001236	8-9-07	pandled
A I O d	POLK SO		Vesta Pallas Server Monitor	CNOCC38871618733AHTN	001233	8-9-07	bandled

Attachment B

Transfer of Ownership Form

Governments (RPC) and	eement between Deep East Texas Council of Local Government) dated document all transfers of ownership of 9-1-1 ocal Government.
Indicate the appropriate classification:	
Transfer Disposition	Lost
Please provide the following information	n in as much detail as possible.
Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	
Continued	

Attachment B Transfer of Ownership Form (continued)

Action Recommended by:
Title:
Date:
Comments:
Approved:YesNo
Proceeds, if any:
Approved by:
Title:
Comptioner
Date:
Disposed or Lost Property shall require approval by the agency head.
Reviewed by: Executive Director (or other appropriate title of agency head)
Date:

Attachment C Scope of Work

DETCOG will provide for all 9-1-1 CPE: procurement, maintenance, and insurance. DETCOG will provide all network connectivity required. DETCOG will perform testing of network on a regular basis. DETCOG will provide PSAPs with recommended Standard Operating Procedures. DETCOG will provide technical assistance and training opportunities.

The PSAP agrees to meet the minimum federal and state laws and DETCOG/CSEC and rules related operating a PSAP. PSAP agrees to accept contingency routing or mutual aid 9-1-1 calls from callers outside the PSAP jurisdictions as necessary. PSAP agrees to cooperate with testing requirements for telco service providers and DETCOG staff.

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Attachment D PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors.

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC's collection of efficiency data on the operation of PSAPs including, but not limited to:

- Trouble report logs at least once per <u>upon request</u>
- 2. List of service affecting issues once per upon request ;
- 3. Certification of TTY/TDD testing once per upon request; and
- 4. TTY/TDD call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least four times per year to evaluate the condition of equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

As deemed necessary by RPC.

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

- 1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules-legislation
- 2. Commission Rules: http://www.911.state.tx.us/browse.php/rules_legislation
- 3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements

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INTERLOCAL AGREEMENT FOR E9-1-1 AUTOMATIC LOCATION INFORMATION MAINTENANCE SERVICES

Article 1: Parties & Purpose

- 1.1 The Deep East Texas Council of Governments (DETCOG) (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 14 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.
- 1.2 **Polk County** (Local Government) is a local government that has agreed to participate in implementing enhanced 9-1-1 services in the Region in accordance with the RPC's Strategic Plan as approved by the Commission.
- 1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.
- 1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.
- 1.5 Automatic location information (ALI) maintenance is a critical component of 9-1-1 service and ensures the timely delivery of accurate 9-1-1 information and location data to the correct public safety answering point. This Agreement between the RPC and Local Government sets forth the requirements for ALI maintenance.

Article 2: Applicable Law

- 2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).
- 2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption

unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

- 3.1 The Local Government agrees to perform the activities related to maintaining location information used in the RPC's 9-1-1 Database as specified in the Scope of Work attached hereto.
- 3.2 Ownership, Transference & Disposition of Equipment
 - 3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).
 - 3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.
 - 3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.
 - 3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.
 - 3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by DETCOG and proof of insurance shall be provided upon request.
 - 3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

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- 3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;
- 3.3.2 All 9-1-1 equipment shall be tagged with identification labels.
- 3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to the 9-1-1 Database only to authorized personnel.

3.5 Training

3.5.1 The RPC shall provide training upon request of Local Government, and as approved in the Strategic Plan.

3.6 Operations

The Local Government shall:

- 3.6.1 Designate an ALI maintenance contact and provide related contact information to the RPC;
- 3.6.2 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;
- 3.6.3 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

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- 6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.
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- 7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;
- 7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government or by any other entity that has performed or will perform services related to this Agreement.
- 7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

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9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

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- 10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.
- 10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.
- 10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

Article 11: Suspension for Unavailability of Funds

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act

on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

Article 12: Notice to Parties

- 12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.
- 12.2 The RPC's address is:

Deep East Texas Council of Governments (DETCOG) 210 Premier Dr Jasper, TX 75951

The Local Government's address is:

Polk County 101 W Church Ste 300 Livingston, TX 77351

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 13: Effective Date and Term

- 13.1 This Agreement is effective as of September 1, 2009 and shall terminate on August 31, 2011.
- 13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.
- 13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 14: Force Majeure

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

Article 15: Confidentiality

- 15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.
- 15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

Article 16: Indemnification

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

- 18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.
- 18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.
- 18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to

matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

- 18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
- 18.5 The following Attachments are part of this Agreement:

Attachment A
Attachment B
Attachment C
Attachment C
Attachment D
Attachment D
Attachment E

Attachment E

Ownership Agreement
Transfer of Ownership Form
Scope of Work
Performance Measures and Monitoring
Commission Documents – Legislation, Rules and Program
Policy Statements

- 18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.
- 18.7 This Agreement is executed in duplicate originals.

Deep East Texas Council of Governments	Polk County
By:	By:
Printed Name: Walter G. Diggles	Printed Name: Hon. John Thompson
Title: Executive Director	Title: County Judge
Date:	Date:

Attachment A Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at 602 E Church Ste 165, Livingston, TX, in Polk County, to be the property of DETCOG, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Attached equipment inventory list, if applicable.

Deep East Texas Council of Governments	Polk County
By:	By:
Printed Name:Walter G. Diggles	Printed Name: Hon. John Thompson
Title: Executive Director	Title: County Judge
Date:	Date:

VOL. 55 PAGE 3392

COUNTY LOCATION TYPE DESCRIPTION **AMOUNT** SERIAL # DETCOG ID DOP 7-12-08 1,246 Remote Server 1437 POLK POLK ALI POLK **POLK** ALI ESRI MAPSAG POLK POLK ALI

Attachment B Transfer of Ownership Form

(Local Gove	Agreement between DETCOG (RPC) and ernment) dated, 20, the RPC lip of 9-1-1 equipment between the RPC and the
Indicate the appropriate classification:	
Transfer Disposition	Lost
Please provide the following information	n in as much detail as possible.
Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	
Continued	

Attachment B Transfer of Ownership Form (continued)

Action Recommended by:
Title:
Date:
Comments:
Approved:YesNo
Proceeds, if any:
Approved by:
Title:
Comptioner
Date:
Disposed or Lost Property shall require approval by the agency head.
Reviewed by: Executive Director (or other appropriate title of agency head)
Date:

Attachment C Scope of Work

DETCOG will reimburse the county up to \$25,000 per year under this agreement.

The county agrees to perform the following functions either by employing county staff, contracting with a vendor, or entering into an interlocal agreement with another governmental entity: 1) maintain the county's electronic GIS map, 2) maintain the ALI database including MSAG, ESNs, and TN records thru use of the state dababase provider's ALI maintenance web application, 4) coordinate with USPS, telcos, incorporated cities, adjoining counties, elected officials, general public, and DETCOG staff to resolve errors and issues and 5)other duties that may be assigned related to E911 ALI maintenance.

DETCOG will provide the GIS software including maintenance agreements and access to the state dababase provider's ALI maintenance web application. In addition, DETCOG will provide technical assistance and required training to the county's designated E911 ALI Maintenance Coordinator.

Attachment D ALI Maintenance Performance Measures and Monitoring

RPC personnel will conduct site visits at least four times per year to evaluate compliance with this Agreement.

Reports

The RPC may request that the Local Government provide it with specialized reports which may include, but are not limited to:

[List reports necessary to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]

Attachment E Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:

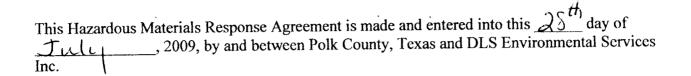
- 1. Commission Legislation: http://www.911.state.tx.us/browse.php/rules_legislation
- 2. Commission Rules: http://www.911.state.tx.us/browse.php/rules-legislation
- 3. Commission Program Policy Statements: http://www.911.state.tx.us/browse.php/program_policy_statements



AN AGREEMENT

VOI.

Hazardous Materials Response



WHEREAS, emergencies involving hazardous materials may arise within the boundaries of Polk County, Texas which may require additional equipment and personnel beyond its own resources, and

WHEREAS, DLS Environmental Services Inc., ("DLS") has available a Hazardous Materials Response Team to assist in responding to and dealing with hazardous materials incidents within the geographical boundaries of the county, and

WHEREAS, the parties recognize that hazardous materials incidents can more effectively be handled by pooling of resources, and

WHEREAS, the parties have the authority to enter into the Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- 1. The parties agree to use their best efforts to ensure the public safety and protect the citizens within the confines of the geographical jurisdictions of the respective parties.
- 2. The duration of this Agreement shall be a five-year period. After the initial five-year period, the Agreement shall automatically be renewed on a year-to-year basis. Any of the parties may terminate this Agreement by providing at least thirty (30) days written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement.
- 3. No separate legal entity will be created.
- 4. The power to make a request for assistance or to provide assistance under this Agreement shall reside in Polk County.
- 5. Upon an authorized request, the responding party may dispatch equipment and personnel to any point within the county for which the requesting party normally provides such equipment and personnel. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory, but

that the party receiving the request may in its discretion refuse to furnish any equipment or personnel consistent with its primary responsibility of providing emergency services within its own jurisdiction. It is the understanding of the parties that the responding party shall furnish the requested assistance unless such responding party is actively engaged in handling a spill/disaster in another area and has no equipment or personnel available. When responding to a request, the responding party shall do so in a timely and reasonable fashion. In situations where the responding party is unable to furnish the requested assistance they will notify the requesting party as soon as practicable, that assistance will not be rendered.

- 6. It is the understanding of the parties that the responding party's role when responding to a spill/disaster is limited to assisting in the containment of said spill/disaster. This agreement in no way obligates DLS to assist in the actual cleanup of any spill or disaster unless the responsible party agrees to contract with DLS or DLS is activated by its State of Texas Contract. If the responsible party does not agree to contract with DLS Environmental Services Inc., DLS employees and equipment will remain on the location until relieved by a certified environmental service contractor.
- 7. The requesting party (Polk County or Polk County's Sheriff's Department Dispatch) shall include in its request for assistance the type of incident and location. The requesting party shall notify DLS of all accidents or situations involving hazardous materials as soon as the fire department and emergency medical services have been notified. The responding party shall have exclusive authority to determine the type of equipment and the number of personnel to be furnished. No party may make any claim whatsoever against the other party for refusal to send the requested equipment or personnel. All equipment supplied by DLS in carrying out this Agreement shall, at all times, remain the property of DLS. All personnel acting for a member under this Agreement shall, at all time, remain an employee of that person's own agency.
- 8. All equipment and personnel provided by DLS shall, at all times while at the site of an emergency, remain under the sole and exclusive control and direction of the designated representative of the party supplying said equipment and personnel. DLS's representative shall have an absolute right to remove any or all equipment or personnel from the site at any time he deems it appropriate.
- 9. It is recognized that all parties to this Agreement have "Spiller Responsibility" laws granting the jurisdiction wherein the hazardous material incident occurred to recover the costs of the cleanup from the party responsible for the spill. DLS will seek recovery from the responsible party and reimburse the responding party for their loss of materials out of any monies collected. Any monies collected from loss of county equipment will be submitted to Polk County.
- 10. Each party to this Agreement, agrees to fully and in all respects indemnify, defend and hold harmless, the other party from and against any and all claims and liability resulting from all acts, commissions, or other conduct of said party and its employees, including any and all claims under the laws of Texas, and any and all claims premised under 42

U.S.C 1983. Each party member, agent and employee agrees to indemnify, defend and hold harmless, the other party, its agents, and its employees from and against any and all claims and liability in whatever fashion arising under this Agreement against the other party who or which may be assigned under this Agreement. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective department. No party shall, under any circumstances, be held liable for any loss or damage by reason of its failure to effectively combat a disaster or provide equipment or personnel in the territory of any other party. Further, Polk County will be responsible for any claims or judgments that arise under this Agreement as a result of any negligence or wrongful conduct on the part of Polk County employees/officials and/or volunteers. DLS will be responsible for paying any claims or judgments that arise under this agreement as a result of the negligence or wrongful conduct on the part of DLS employees or officials.

- 11. DLS agrees that any and all members of any level A or level B hazardous substance release team sent by DLS to handle hazardous releases or spills; shall have the proper training and qualifications to respond to such Level A or Level B releases or spills.
- 12. If DLS is not the post accident cleanup company for the responsible party, DLS shall provide recommendations to the Polk County's Emergency Management Coordinator to insure proper clean up has taken place to protect the land and landowners of Polk County, Texas.
- 13. All of the employees from DLS Environmental Services Inc. shall follow all state and federal statutes, codes and regulations in handling, containing responding to and stopping the release of any hazardous material or hazardous chemical.
- 14. During the term of this Agreement, DLS shall procure and maintain the following insurance and training:
 - a) Comprehensive General Liability Insurance
 - b) Personal Injury Liability Insurance insuring all members of the emergency response team
 - c) Automobile Liability Insurance covering all owned or leased automobiles
 - d) HAZWOPER (hazardous waste workers and emergency response) certified members under CFR 1910.120
 - e) NIMS Certified 100, 200, 700 and 800

DLS, upon request, will provide a certificate of insurance and training records to the Emergency Management Coordinator of Polk County.

15. DLS Environmental Services Inc. shall not charge Polk County for any consulting or responses as long as Polk County is not the responsible party.

16. DLS, in consideration of reduced pricing for office rental, agrees to serve as consultant for the Polk County LEPC Hazmat Subcommittee, and shall make recommendations to said committee concerning hazardous materials flow, tier II reporting, monitoring of the Regulated facilities within Polk County, first responder's hazmat training and equipment selection for personal protection equipment and hazardous material monitoring.
John Thompson, Polk County Judge

DLS Representative

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3RD QUARTER REPORT FOR THE MONTHS OF APR - MAY - JUNE 2009

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GRAND TOTAL	FED EQUITABLE SHARE	AVAILABLE SCHOOL	PERMANENT SCHOOL	PAYROLL	GRANT FUNDS	HISTORICAL COMMISSION	JAIL CONSTR.	JUDICIAL CONSTR	JP#3	CC COUNTY CLERK	CC EMERG MGMT	CREDIT CARDS JP	JURY FUND	ΤΟΤΑL	PROBATION	DC RECORDS MGMT	CC RECORDS MGMT	RAP	DRG SEIZURE PEND	OTER SEIZURES PEND	DA CONTRABAND	SO CONTRABAND	JUDICIARY	DEBT SVC-ENV SVC	DEBT SERVICE	SHERIFF COMMISSARY	AGING	D A HOT CHECK	D A SPECIAL	LAW LIBRARY		ENV SERVICE		JP SECURITY	CATERNAL ROAD FOT 4		_	_	ROAD & BRIDGE PCT 4	ROAD & BRIDGE PCT 3	ROAD & BRIDGE PCT 2		ROAD & BRIDGE	O JCTF		GENERAL	3
949,469.57	3,221.12	2,686.16	4,241.54	٠	335,731.12	7,486.15	78,621.37	10,807.48	•	176.00	250.00	4,470.00	8,128,00	493,650.63	48,042.92	10,712.50	13,547.61	108,334.03	46,620.89	4,969.05	27.073.88	89,726.64	221,617.39		94,103.81	15,283.53	153,971.15	9,955.57	(14,133,45)	48,566.41	(3,291,755.82)	1,081.88	21,067,39	18.390.99		•		ı	210,860.41	230,789.81	(180,343.04)	119,207.17	735,281.65	118,529.73	19.248.64	1,608,320,28	2
17,258,729.92	,	32,999.86	4.90	1,362,101.59	7,175.00	1,321.75	1,830,187.84	8,000,00	155,326.60	6,589.00	3,515.00	66,666.44	11,990.00	13,772,851.94	475,654,71	975.00	3,136.00	33,766.50	5,739.90		2,332.12	5,213.53	212,264.05	•	200,766,19	4,061.53	84,554.42	2,612.99	•	3,375.42	939,600,88	37,628.55	10,895.97	1 838 56	1,431.84	1,629.73	633.81	884.23	252,373.02	291,223.19	556,156.81	330,018.24	•	7,540.47	8,401,17	10,298,143,11	11010
17,505,591.47			5.31	1,362,101.59	12,532.10	1,044,70	1,914,952.75	16,450.76	155,326.60	6,631.00	3,715.00	63,831,44	14,716,00	13,954,284.22	502,253,46		7,438.93	2,742.00	13,929.90		•	109.00	223,395.97		500.00		76,921.67	143.60	1,925.43	2,778.66	618,619,19	37,628.55	18,655.81	4,5/9.61 2.857.10		•	•	•	309,056.75	333,732.64	232,830.32	262,134.25	735,281.65	863.85	11.834.24	10,554,071.64	1000
702,608.02	3,221.12	35,686.02	4.241.13		330,374.02	7,763.20	(6,143.54)	2,356.72	•	134.00	50.00	7,305.00	5,402.00	312,218.35	21,444.17	11,687.50	9.244.68	139,358.53	38,430.89	4,969.05	29,406.00	94,831.17	210,485.47	•	294,370.00	19,345.06	161,603.90	12,424.96	(16,058.88)	49,163.17	(2,970,774.13)	1,081.88	13,307.55	17 372 45	1,431.84	1,629.73	633.81	884.23	154,176.68	188,280.36	142,983,45	187,091,16	i	125,206.35	15,815,57	1,352,391.75	<u>;</u>
38,211,973,25		102,925.03	379,401.49			381,095.42	17,705,977.17	9.574,015.60						10,068,558.54					86,421.72		101,859.60			755,359.73	2,430,657.59										72,323.07	82,318.33	32,013.97	44,663,00	618,838,59	452,043.73	199,285.38	399,826.54				4,792,947.29	1
38,914,581.27	3,221.12	138,611.05	383,642.62		330,374.02	388,858.62	17,699,833.63	9,576,372.32		134.00	50.00	7,305.00	5,402.00	10,380,776.89	21,444.17	11,687.50	9,244.68	139,358.53	124,852.61	4,969,05	131,265.60	94,831.17	210,485,47	755,359.73	2,725,027.59	19,345.06	161,603,90	12,424.96	(16.058.88)	49,163.17	(2,970,774.13)	1,081.88	13,307.55	17 372 45	73,754.91	83,948.06	32,647.78	45,547.23	773,015.27	640,324.09	342,268.83	586,917.70	•	125.206.35	15,815,57	6,145,339,04	;

REPORT IS TRUE AND CORRECT THEREBY CERTIFY THAT THE FOREGOING

COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 16TH DAY OF JUNE, 2009

PEGGY TYSON

Notary Public State of Texas

My Commission Expires

12-18-2011

FUND	BEG BAL	DEP APR WD APR	WD APR	INT APR	DEP MAY	WD MAY	INTMAY	DEP JUNE	WD JUNE	INT JUNE T	TRANSFERS	TOTAL DEP	TOTAL WD	TOTAL INT	BALANCE
TEXPOOL OPR FUNDS							TEXPOOL	OPERATING	FUNDS						
0 General	6,086,780,44		900 000 00	2 238 52			2,128 47		500,000,00	1,799.86			1 330,000 00	6 156 85	4,792,947.29
5 Road & Bridge	476.682 71			188 57							(476,869 28)	(478,869 28)		186 57	(0.00)
1 Road & Bridge PCT 1	317 325 62			124 20			146 80			129 41	82,100 51	82,100 \$1	٠	400 41	399,826.54
22 Road & Bridge PCT 2	317,325 62			124 20		200,000,00	73 17			64 53	81,697.86	98 269 18	200,000 00	96 92	199,285.38
23 Road & Bridge PCT 3	378,389 20			148 GB			165 98			146 31	73,194.16	73,194.16		460 37	452,043.73
24 Road & Bridge PCT 4	378,389,20			148 08			22			200 30	239,876 75	239.876 75		572 64	618,838.59
1 Lateral Road Pct t							6 79			14 46	44.641 75	44,641.75		2 %	44,663.00
22 Lateral Road Pct 2							86			10.36	31.998.75	31,998.75	٠	25.22	32,013.97
23 Lateral Road Pct 3							12 50			26 63	82.279.20	82,279,20	,	39 13	82,318.33
24 Lateral Road Pct 4							60.79			23 43	72,236 85	72,238 85		22 78	72,323.07
7 Lateral R & B	231,068 10			90 45	,						(231,158.55)	(231,158.55)	,	84 84	0.00
1 Debt Service	2,428,028.08			950.30			892.45			786 76		٠		2,629 51	2,430,657.59
DBT SVC-ENV SVC	754,542.55			285 34			27. 35			244 49		٠		81718	755,359.73
O DA Contraband	101,749,43			39 84			37.38			32.95				11011	101,859.60
O Drg Sezure Pend	83,136 50			32 53	3,447 00	2,292.90	30.63	2,040,00		27.96		5.487.00	2.292.90	91 12	86,421.72
TOTAL TXPOOL OPR FUNDS	11,863,417,48	,	800,000,00	4,378,11	3,47.00	202,292,90	4,061,43	2,040.80	690,000,00	3,507.45		5,487.00	1,602,292,90	11,846.99	10,068,558.54
TEXPOOL OTHER FUNDS															
9 JUDICIAL CTR CONSTR	9,571,651,33			3,746,20			3,518.21		8,000.00	3,099.86		٠	8.000 00	10,364.27	9,574,015.60
28 Historical Comm	380,583,12			149 00			139 94			123 36				412.30	381,095.42
Perm School	379,465.21			28.			139 36			122 80	(474 41)			410 69	379,401,49
Avail School	102,339 53			\$0 Q\$			37 74			33.31	474 41			28	102,925.03
TOTAL TEXPOOL OTHER	10,434,139,19			4.083,77	•		3,835.25	,	8.000.00	3,379.33			8,000.00	11,298.35	10,437,437.54
TOTAL TEXPOOL	21,287,556.64	•	\$00,000,008	86'197'8	3,447.00	202,282,90	7,896.68	2,040.80	508,000,00	6.886.74		5,487,00	1,610,292.90	23,245.34	20,505,996.08
M B I A GEN CONSTR (JAIL)	6,056,266.98			2,768.05			2,465 46	1,504,687,64	325.000.00	2,304.81		1,504,687 64	325,000 00	7,536.32	7,243,693.14
TOTAL POOL INVESTMENTS	28,043,823,62		600,000,000	11,228.93	3,47.00	202,292,90	2,465.46	1,506,927 64	633,000,00	93 161.6		1,510,374 64	1,535,292.90	30.783.66	27,749,689.22
SECURITIES INVESTMENTS	=	INVESTMENT AMT	ACCRL	ACCRUED INT	CALLEDMATURED										
SECURITIES INVESTMENT REPORT See Page 2	See Page 2														
TOTAL SECURITY INVESTMENTS	v	11,959,950.70		2.333 33	1,500,000,00									_]	10,462,284.03
TOTAL INVESTMENTS															38,211,973.25
F	his report is ma	de in accordanc	This report is made in accordance with provisions of Gov.	of Gov. Code 2256	Code 2256. The Public Funds Invesment Act. which	Invesment Act. w	hich								

requires quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies

Nota Reneau, County Investment Officer

INVESTMENT REPORT APR. MAY. JUNE 2009 PAGE 1



Polk County Human Resources

Jeanette Montgomery, Human Resources Supervisor 602 East Church Street, Ste. 105 Livingston, Texas 77351

Polk County

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

Email: jeanette.montgomery@co.polk.tx.us

Date:

July 15, 2009

To:

John P. Thompson, County Judge Bob Willis, Commissioner Pct. #1 Ronnie Vincent, Commissioner Pct. #2 Milt Purvis, Commissioner Pct. #3

Tommy Overstreet, Commissioner Pct. #4

From:

Jeanette Montgomery, Human Resources

Re:

Updates & Revisions to Personnel Management System

Please consider the attached updates/revisions to the Personnel Management System.

- 1. Book 1—Project Liaison job description. This is a new job description. Pending approval Job Inventory listings will be updated for Book 1 as well.
- 2. Book 2—Section 6. The only update is to Section 6.12, Emergency Closings. This is more detailed due to possible pandemics (employees would be able to use their sick time during the *waiting time* for test results, etc.). This policy is much more detailed. Please read Section 6.12 for additional details.
- 3. Book 2—Personnel Forms Section. Add the "Absence Report" form previously deleted. In addition, add this to the "Sample Personnel System Forms."
- 4. Revise or correct the following forms: Direct Deposit Authorization Agreement (replacement of current form, approved by Nola Reneau, County Treasurer), Election to disclose or keep confidential (correction), and the Request for leave form (correction).

Thank you for your consideration in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

, Jeanette Montgomery

Human Resources Supervisor

Jeanette Montgomer

Polk County





RESOLUTION OF POLK COUNTY, TEXAS AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING LARRY SHINE, EMERGENCY MANAGEMENT COORDINATOR TO ACT ON BEHALF OF POLK COUNTY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED POLK COUNTY WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Deep East Texas Council of Governments (DETCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, Polk County, Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY the Commissioners Court of Polk County, Texas;

- 1. That Larry Shine, Polk County Emergency Management Coordinator, is authorized to request grant funding under the DETCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of Polk County, Texas in all matters related to the grant application and any subsequent grant contract and grant project that may result.
- 2. That if the project is funded, Polk County, Texas will comply with the grant requirements of the DETCOG, Texas Commission on Environmental Quality and the State of Texas.
- 3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
- 4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by the Polk County Commissioners Court in a regular session held on this the 28th day of July, 2009.

John P. Thompson, County Judge Polk County, Texas	
ATTEST:	
Schelana Walker, County Clerk	

AN ORDER AUTHORIZING THE ISSUANCE OF \$2,525,000 "POLK COUNTY, TEXAS TAX NOTES, SERIES 2009"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE COUNTY TO PAY THE PRINCIPAL OF AND INTEREST ON SAID NOTES AND TO CREATE A SINKING FUND FOR THE REDEMPTION THEREOF AND THE ASSESSMENT AND COLLECTION OF SUCH TAXES; AUTHORIZING THE SALE THEREOF; ENACTING PROVISIONS INCIDENT AND RELATED TO THE ISSUANCE OF SAID NOTES

WHEREAS, Polk County, Texas needs to acquire vehicles and road maintenance equipment, construct road and bridge improvements within the County, renovate and improve county buildings, acquire real property, and acquire computer equipment and software and will issue anticipation notes (the "Notes") for such purpose; and

WHEREAS, the County passed a declaration of intent on September 23, 2008 for \$2,000,000 to provide for reimbursement to the General Fund of up to \$1,000,000 and to the Road and Bridge Fund of up to \$1,000,000 for expenditures the County would make prior to the date of this order, and pursuant to such declaration of intent; and

WHEREAS, the County on May 26, 2009, passed an amended declaration of intent to increase the amount to \$3,000,000 to provide for reimbursement to the General Fund of up to \$1,000,000 and the Road and Bridge Fund up to \$2,000,000 for expenditures the County would make prior to the date of this order, and pursuant to such declaration of intent; and

WHEREAS, as a result of such reimbursement resolutions the County will reimburse \$1,000,000 to its General Fund and \$1,000,000 to its Road and Bridge Fund from the proceeds of the Notes; and

WHEREAS, Chapter 1431, Texas Government Code (the "Act"), authorizes counties to issue anticipation notes the proceeds of which may be used to (1) pay a contractual obligation incurred or to be incurred for the construction of any public work; (2) pay a contractual obligation incurred or to be incurred for the purchase of materials, supplies, equipment, machinery, buildings, land, and rights-of-way for an issuer's authorized needs; (3) pay a contractual obligation incurred or to be incurred for professional services, including services provided by tax appraisal engineers, engineers, architects, attorneys, mapmakers, auditors, financial advisors, and fiscal agents; (4) pay operating expenses or current expenses; or (5) fund the issuer's cumulative cash flow deficit; and

WHEREAS, Section 1431.005, Texas Government Code, permits the County to use the proceeds of the Notes to repay interfund borrowings that do not occur earlier than 24 months before the date of the order authorizing the issuance of the Notes; and

WHEREAS, none of the expenditures to be reimbursed occurred beyond 13 months from the date of this order; and

WHEREAS, the County Auditor has recommended that the Commissioners Court issue anticipation notes to acquire vehicles and road maintenance equipment, construct road and bridge improvements within the County, renovate and improve county buildings, acquire real property, acquire computer equipment and software and pay costs of issuance; and

WHEREAS, on the 28th day of July, 2009, the Commissioners Court of Polk County, Texas (the "Issuer" or the "County"), convened at 10:00 a.m. and considered passage of an order authorizing the issuance of said anticipation notes (the "Order"); and

WHEREAS, the Issuer has determined that the anticipation notes should be sold for cash in accordance with the provisions of Chapter 1431.010, Texas Government Code; and

WHEREAS, this Issuer hereby finds and determines that anticipation notes in the par amount of \$2,525,000 should be issued at this time; and

WHEREAS, the Issuer desires to issue notes under the Act the proceeds of which are to be used for the purposes described below.

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

Section 1. DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

"Code" means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

"Commissioners Court" means the Commissioners Court of the County.

"Construction Fund" means the construction fund established by Section 8 of this Order.

"County" means Polk County, Texas.

"Designated Payment/Transfer Office" means the office of the Paying Agent which is designated for the presentment of the Notes.

"Initial Note" means the initial note described in Sections 4 and 6 of this Order.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 7 of this Order.

"Interest Payment Date" means the date or dates upon which interest on each Note is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing February 15, 2010.

"Note" or "Notes" means the Notes authorized to be issued by Section 2 of this Order and designated as "Polk County, Texas Tax Notes, Series 2009," in the aggregate principal amount of \$2,525,000, and includes all substitute Notes exchanged therefor, as well as all other substitute Notes and replacement Notes issued pursuant to this Order.

"Paying Agent/Registrar" means initially Wells Fargo Bank, N.A., Houston, Texas, or any successor thereto as provided in this Order.

"Record Date" means the close of business on the last business day of the month preceding the month in which an Interest Payment Date occurs.

"Register" means the register specified in Section 5 of this Order.

"Registered Owner" or "Owner" means the person who is the registered owner of a Note or Notes, as shown in the Register.

"Underwriter" means First Southwest Company, purchaser of the Notes.

Section 2. AUTHORIZATION, AMOUNT AND PURPOSE OF NOTES. The Issuer's tax notes (the "Notes") are hereby authorized to be issued in the aggregate principal amount of \$2,525,000 for the purpose of paying contractual obligations incurred for the (1) acquisition of vehicles, (2) acquisition of road maintenance equipment, (3) construction of road and bridge improvements within the County, (4) renovation of and construction of improvements to county buildings, (5) acquisition of real property, (6) acquisition of computer equipment and software and (7) payment of costs of issuance and professional services related thereto.

Section 3. DESIGNATION. The Notes shall be designated as the "Polk County, Texas Tax Notes, Series 2009."

Section 4. GENERAL TERMS AND PROVISIONS OF NOTES. (a) <u>Dates</u>, <u>Denominations</u>, <u>Maturities and Interest Rates</u>. There shall be issued, sold, and delivered registered Notes, without interest coupons, dated as of August 15, 2009 (which date shall be the Dated Date noted on the Notes), in the respective denominations and principal amounts hereinafter stated, numbered separately from R-1 upward, payable to the respective Registered Owners thereof, except the Initial Note which shall be numbered I-1 and registered in the name of the Underwriter (as designated in Section 18 hereof), or to the registered assignee or assignees of said Notes or any portion or portions thereof (in each case, the "Registered Owner"), and the Notes shall mature serially and be payable on August 15 in each of the years and in the respective amounts as set forth below and

the Notes shall bear interest from the Dated Date at the following rates per annum based upon a 360-day year of twelve 30-day months:

Maturity Date	Principal Amounts	Interest Rates
2010	\$ 320,000	2.000%
2011	330,000	2.000%
2012	345,000	2.000%
2013	360,000	2.500%
2014	375,000	2.600%
2015	390,000	2.700%
2016	405,000	3.000%

(b) Optional Redemption.

The Notes are not subject to redemption prior to their stated maturities.

(c) <u>Unclaimed Amounts</u>.

Any money deposited with the Paying Agent/Registrar for the payment of the principal of, premium, if any, or interest on any Note will be subject to the unclaimed property laws of the State of Texas. If any security or interest check shall not be presented for payment within three (3) years following the stated maturity, the amount shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. Once the Paying Agent/Registrar has complied with the applicable unclaimed property law, the Holder of such Security shall thereafter look only to the procedures in the unclaimed property law for payment thereof, and all liability of the Paying Agent/Registrar with respect to such money shall thereupon cease.

Section 5. CHARACTERISTICS OF THE NOTES. (a) Registration, Transfer, Conversion, and Exchange; Authentication. The Issuer shall keep or cause to be kept at the Designated Payment/Transfer Office of Wells Fargo Bank, N.A., Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion, and exchange of the Notes (the "Register"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. Attached hereto as Exhibit A is a copy of the Paying Agent/Registrar Agreement between the Issuer and the Paying Agent/Registrar which is hereby approved in substantially final form, and the County Judge and County Clerk of the Issuer are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

- VOL.
- (b) <u>Payment of Notes and Interest</u>. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Notes.
- In General. The Notes (i) shall be issued in the principal amount of \$5.000 (c) or any integral multiple thereof, (ii) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (iii) may not be redeemed prior to their scheduled maturities, (iv) may be transferred and assigned, (v) may be converted and exchanged for other Notes. (vi) shall have the characteristics, (vii) shall be signed, sealed, executed, and authenticated, (viii) shall be payable as to the principal and interest, and (ix) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Order. The Notes initially issued and delivered pursuant to this Order (on which is printed or to which Notes is attached the Registration Certificate of the Comptroller of Public Accounts) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Order the Paying Agent/Registrar shall execute the AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.
- Substitute Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Order, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or Interest Payment Date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Note, by United States mail, first-class postage prepaid. which notice also shall give the address of the new Paying/Agent Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

- (e) <u>Book-Entry-Only System</u>. (i) The definitive Notes shall be initially issued in the form of a separate single fully registered Note for each of the maturities thereof. Upon initial issuance, the ownership of each such Note shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 5(f) hereof, all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.
- With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Notes, except as provided in this Order. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Order to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute Owner of such Note for the purpose of payment of principal of, premium, if any, and interest on the Notes, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing. and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the Issuer to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.
- (f) <u>Successor Securities Depository; Transfer Outside Book-Entry-Only System.</u> In the event that the Issuer or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter by and between the Issuer, the Paying Agent/Registrar and DTC (the "Representation Letter"), and that it is in the best interest of the Owners of the Notes that they be able to obtain certificated Notes, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934,

as amended; notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository; or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts, as identified by DTC. In such event, the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

- (g) <u>Payments to Cede & Co.</u> Notwithstanding any other provision of this Order to the contrary, so long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Notes, and all notices with respect to such Notes, shall be made and given, respectively, in the manner provided in the Representation Letter.
- Section 6. FORMS. (a) Forms Generally. The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Authentication Certificate of Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Section, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Issuer or by the officers executing such Notes, as evidenced by their execution thereof.
- (b) <u>Placement of Text</u>. Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.
- (c) <u>Definitive Notes</u>. The Notes shall be typed, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.
- (d) <u>Initial Note</u>. The Initial Note submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.
- (e) <u>Form of the Notes</u>. The form of the Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Authentication Certificate of Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Order.

United States of America State of Texas

NUMBER	
R	
REGISTERED)

DENOMINATION \$______ REGISTERED

VAL.

POLK COUNTY, TEXAS
TAX NOTE
SERIES 2009

INTEREST RATE	MATURITY DATE:	DATED DATE:	CUSIP NO:
%		August 15, 2009	
REGISTERED OWNER:			
PRINCIPAL AMOUNT:			DOLLARS

POLK COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or registered assigns thereof (the "Registered Owner"), on the Maturity Date, specified above, upon presentation and surrender of this Note at the Designated Payment/Transfer Office of Wells Fargo Bank, N.A., Houston, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Dated Date or the most recent date to which interest has been paid or duly provided for. Interest on this Note is payable by check on February 15, 2010, and on each August 15 and February 15 thereafter, mailed to the Registered Owner of record as shown on the Register kept by the Paying Agent/Registrar, as of the date which is the last business day of the month next preceding the Interest Payment Date (the "Record Date"), or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar.

THIS NOTE is one of a series of notes (the "Notes") dated as of August 15, 2009, of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the order adopted by the Commissioners Court on July 28, 2009 (the "Order"), in the original aggregate principal amount of \$2,525,000 for the purpose of paying contractual obligations incurred for (1) acquisition of vehicles, (2) acquisition of road maintenance equipment, (3) construction of road and bridge

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improvements within the County, (4) renovation of and construction of improvements to county buildings, (5) acquisition of real property, (6) acquisition of computer equipment and software and (7) payment of costs of issuance and professional services related thereto, by virtue of the laws of the State of Texas, including particularly Chapter 1431, Texas Government Code.

THE NOTES are issued pursuant to the Order whereunder the Commissioners Court of the County has levied a continuing, direct, annual ad valorem tax on taxable property within the County, within the limits prescribed by law, for each year while any part of the Notes are considered outstanding under the provisions of the Order, in sufficient amount to pay interest on each Note as it becomes due, to provide a sinking fund for the payment of the principal of the Notes when due, and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Order for provisions with respect to the custody and application of the County's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owner. By acceptance of this Note, the Registered Owner consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County Clerk.

THE NOTES ARE NOT SUBJECT TO REDEMPTION PRIOR TO THEIR STATED MATURITIES.

THIS NOTE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If this Note is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner, or his authorized representative, subject to the terms and conditions of the Order. If this Note is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Registered Owner of this Note shall be deemed and treated by the County and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Note to the extent of such payment, and the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

ANY ACCRUED INTEREST DUE at maturity of this Note or upon redemption thereof prior to maturity as herein provided shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Note that on or before each principal payment date, Interest Payment Date, and accrued Interest Payment Date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where

the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

ALL NOTES OF THIS SERIES are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Order, this Note, or any unredeemed portion hereof, may, at the request of the Registered Owner, or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons. payable to the appropriate Registered Owner, assignee, or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee, or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Order. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The person requesting such transfer and exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Note or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the person requesting such assignment, transfer, or exchange, as a condition precedent to the exercise of such privilege. The foregoing notwithstanding, in the case of the exchange of a portion of a Note which has been redeemed prior to maturity, as provided herein, and in the case of the exchange of an assigned and transferred Note or Notes or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the County.

IN THE EVENT OF A NON-PAYMENT OF INTEREST on a scheduled payment date and for 30 days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the

Special Record Date by United States mail, first class postage prepaid, to the address of the Registered Owner appearing on the Register of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IN THE EVENT any Paying Agent/Registrar for the Notes is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Notes in order to render the same legal, valid, and binding obligations of the County have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Notes by the levy of a continuing, direct, annual ad valorem tax upon taxable property within the County, within the limits prescribed by law; and that issuance of the Notes does not exceed any constitutional or statutory limitation.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Note and the Order constitute a contract between each Registered Owner and the County.

IN WITNESS WHEREOF this Note has been signed with the manual or facsimile signature of the County Judge of the County, countersigned with the manual or facsimile signature of the County Clerk of the County, registered by the manual or facsimile signature of the County Treasurer of the County, and the official seal of the Commissioners Court of the County has been duly impressed, or placed in facsimile, on this Note.

COUNTERSIGNED:	POLK COUNTY, TEXAS
•	
County Clerk	County Judge
Polk County, Texas	Polk County, Texas

55 PAGE 3417 VOL. REGISTERED: **County Treasurer** Polk County, Texas [COMMISSIONERS COURT SEAL] FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS* *Print on or attach to Initial Note only COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. STATE OF TEXAS: I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Note has been issued in conformity with the laws of the State of Texas and is a valid and binding obligation of Polk County, Texas, and further that this Note has been registered this day by me. WITNESS my signature and seal of office this _____

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts of the State of Texas

FORM OF AUTHENTICATION CERTIFICATE**

**Print on Definitive Notes only

AUTHENTICATION CERTIFICATE

This Note is one of the Notes described in and delivered pursuant to the withinmentioned Order, and this Note has been issued in conversion of and exchanged for, or replacement of, a Note, Notes, or a portion of a Note or Notes, which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

WELLS FARGO BANK, N.A. Houston, Texas

Registration Date:	By: Authorized Signature
FORM C	DF ASSIGNMENT
AS	SIGNMENT
	ned hereby sells, assigns, and transfers unto
the within Note and all rights thereunder,	(Please insert Social Security or Taxpayer Identification Number), and hereby irrevocably constitutes and appoints gister the transfer of the within Note on the books wer of substitution in the premises.
Signature Guaranteed:	
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240-17Ad-15).	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.
	e Initial Note shall be in the form set forth in e following shall replace the heading and the first
NO I-1	\$2.525.000

United States of America State of Texas POLK COUNTY, TEXAS TAX NOTE

SERIES 2009

Dated Date: August 15, 2009

Registered Owner: FIRST SOUTHWEST COMPANY

Principal Amount: TWO MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND

DOLLARS

POLK COUNTY, TEXAS (the "County"), a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assigns (the "Registered Owner"), on August 15 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

YEARS OF STATED MATURITIES	PRINCIPAL INSTALLMENTS	INTEREST RATES
2010	\$ 320,000	2.000%
2011	330,000	2.000%
2012	345,000	2.000%
2013	360,000	2.500%
2014	375,000	2.600%
2015	390,000	2.700%
2016	405,000	3.000%

upon presentation and surrender of this Note to Wells Fargo Bank, N.A., or its successor (the "Paying Agent/Registrar"), at its Designated Payment/Transfer Office in Houston, Texas, the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Dated Date or the most recent date to which interest has been paid or duly provided for. Interest on this Note is payable by check on February 15, 2010 and on each August 15 and February 15 thereafter, mailed to the Registered Owner of record as shown on the Register kept by the Paying Agent/Registrar, as of the date which is the last business day of the month next preceding the Interest Payment Date (the "Record Date"), or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar.

Section 7. INTEREST AND SINKING FUND. The "Polk County, Texas Tax Notes, Series 2009 Interest and Sinking Fund" (the "Interest and Sinking Fund"), is hereby authorized and shall be established and maintained in a depository bank of the Issuer, so long as the Notes, or interest thereon, are outstanding and unpaid for the purpose described in Section 9.

Section 8. CONSTRUCTION FUND. (a) <u>Establishment of Construction Fund</u>. A special fund or account, to be designated the "Polk County, Texas Tax Notes, Series 2009 Construction Fund" (the "Construction Fund") is hereby created and shall be established and maintained by the Issuer at the official Issuer depository. The Construction Fund shall

be kept separate and apart from all other funds and accounts of the Issuer. The proceeds from the sale of the Notes shall be deposited in the Construction Fund and payments from the Construction Fund shall be made as provided below.

- (b) <u>Payments from Construction Fund</u>. Payments from the Construction Fund shall be made as follows:
 - (A) There shall be immediately deposited to the Interest and Sinking Fund the accrued interest on the Notes to the date of delivery and premium from the sale of the Notes, if any.
 - (B) The remainder in the Construction Fund shall be used solely for the purpose of paying contractual obligations incurred for the (1) acquisition of vehicles, (2) acquisition of road maintenance equipment, (3) construction of road and bridge improvements within the County, (4) renovation of and construction of improvements to county buildings, (5) acquisition of real property, (6) acquisition of computer equipment and software and (7) payment of costs of issuance and professional services related thereto.
- (c) <u>Surplus Construction Funds</u>. Any moneys remaining in the Construction Fund after completion of the entirety of the contractual obligations authorized hereby shall be deposited into the Interest and Sinking Fund.
- Section 9. TAX LEVY. During each year while any of the Notes are outstanding and unpaid, the Commissioners Court shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Notes are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Notes, as such interest comes due and such principal matures, are hereby pledged to such payment, within the limits prescribed by law.

Section 10. EFFECT OF PLEDGE. Chapter 1208, Government Code, applies to the issuance of the Notes and the pledge of the taxes granted by the Issuer under Section 9 of this Order, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 9 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Registered Owners of the Notes the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under

Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

Section 11. SECURITY FOR FUNDS. All Funds created by this Order shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Order.

Section 12. DISCHARGE AND DEFEASANCE OF NOTES. (a) If the County shall pay or cause to be paid, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

The Notes, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at the stated maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the County, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the stated maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or any trust company or commercial bank that does not act as a depository for the County, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the stated maturity of the Notes or applicable redemption date, such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem Notes that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable,

provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Notes for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Notes immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Notes, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Notes.

(b) The term "Government Securities" means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

Section 13. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES. (a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Note of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Note, in replacement for such Note in the manner hereinafter provided.

- (b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.
- (c) <u>No Default Occurred</u>. Notwithstanding the foregoing provisions of this Section 13, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or

interest on this Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section 13.

- (d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section 13 by virtue of the fact that any Note is lost, stolen, or destroyed shall constitute an obligation of the Issuer whether or not the lost, stolen, or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Notes duly issued under this Order.
- (e) <u>Authority for Issuing Replacement Notes</u>. In accordance with Chapter 1431, Texas Government Code, this Section 13 of this Order shall constitute authority for the issuance of any such replacement Note without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 5(a) of this Order for Notes issued in conversion and exchange of other Notes.

Section 14. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL OPINION, CUSIP NUMBERS, STATEMENT OF INSURANCE. The County Judge is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The legal opinion of the Issuer's Bond Counsel, and the assigned CUSIP numbers may, at the option of the Issuer, be printed on or attached to the Notes issued and delivered under this Order, but none of such opinion, statement, or number shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Notes. A statement relating to a municipal bond insurance policy, if any, to be issued for the Notes may be printed on each Note.

Section 15. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees that in the event of default in payment of principal of or interest on any of the Notes when due, or, in the event it fails to make the payments required to be made into the Interest and Sinking Fund or defaults in the observance of performance of any other of the contracts,

covenants, conditions, or obligations set forth in this Order or in the Notes, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the Issuer and the officials thereof to observe and perform the contracts, covenants, obligations, or conditions prescribed in this Order; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 16. FEDERAL TAX COVENANTS.

- (a) The Issuer hereby represents that the proceeds of the Notes are needed at this time for the purposes specified in Section 2 hereof; that based on current facts, estimates and circumstances, it is reasonably expected that final disbursement of the proceeds of the Notes will occur within three years after the closing date, that substantial binding obligations to commence such acquisitions will be incurred within six months of the closing date and that the accomplishment of the projects for which the Notes are hereby issued will proceed with due diligence to completion; that it is not reasonably expected that the proceeds of the Notes or money deposited in the Interest and Sinking Fund will be used or invested in a manner that would cause the Notes to be or become "arbitrage bonds," within the meaning of Section 148 of the Code; and that, except for the Interest and Sinking Fund, no other funds or accounts have been established or pledged to the payment of the Notes.
- (b) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of the Notes or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, which act or omission based upon the facts, estimates, and circumstances known on the closing date, would result in constituting the Notes "arbitrage bonds," within the meaning of Section 148 of the Code, and the Issuer will not take any deliberate action motivated by arbitrage that would have such result.
- (c) The Issuer will comply with the provisions of Section 148(f) of the Code (relating to paying certain excess earnings of investment proceeds of the Notes to the United States) and the regulations promulgated thereunder.
- (d) The Issuer will not take any action or fail to take any action which act or omission would result in the interest on the Notes being includable in gross income for federal tax purposes.

- (e) The Issuer will not take any action or fail to take any action which act or omission would result in the Notes being treated as "private activity bonds" within the meaning of Section 141(a) of the Code.
- (f) The Issuer will not take any action or fail to take any action which act or omission would result in the Notes being treated as "federally guaranteed" within the meaning of Section 149(b) of the Code.
- (g) Proper officers of the Issuer charged with the responsibility of issuing the Notes are hereby directed to make, execute and deliver certifications as to facts, estimates and circumstances in existence as of the closing date and stating whether there are any facts, estimates or circumstances that would materially change the Issuer's current expectations.
- (h) The covenants and representations made or required by this Section are for the benefit of the Owners and may be relied upon by the Owners and Bond Counsel for the Issuer.

It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In furtherance of such intention, the Issuer hereby authorizes and directs the County Judge and County Auditor to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code.

Section 17. QUALIFIED TAX-EXEMPT OBLIGATIONS.

(a) The Notes are hereby designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The County (including any entity acting "on behalf of" the County, any "subordinate entity" to the County, and any entity formed or "availed of" to avoid the "qualified tax-exempt obligation" requirements, within the meaning of Section 265(b) of the Code) does not expect to issue tax-exempt obligations in an aggregate amount exceeding \$30,000,000 during the calendar year in which the Notes are issued.

(b) The County will take such lawful action as is necessary for the Notes to constitute qualified tax-exempt obligations under Section 265 of the Code.

Section 18. SALE OF NOTES. The Notes have been duly advertised for public sale; bids have been received pursuant thereto; and the Notes are hereby sold and shall be delivered to First Southwest Company (the "Underwriter"), at a price of 100% of par, plus accrued interest, being the best bid submitted at the public sale, such bid being submitted electronically using the PARITY electronic bid system, such bid as submitted attached hereto as Exhibit "B". The Initial Note shall be registered in the name of First Southwest Company. Delivery of said Notes shall be made to such Underwriter as soon as practicable after the adoption of this Order and upon payment for said Notes. The County Judge and other appropriate officials are hereby authorized and directed to execute such Official Bid Form on behalf of the County, and the County Judge and all other officers, agents and representatives of the County are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Notes.

Section 19. USE OF PROCEEDS. The Issuer hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

Section 20. APPROVAL OF OFFICIAL STATEMENT. The form and substance of the Official Statement for the Notes and any addenda, supplement or amendment thereto (the "Official Statement") presented to and considered at this meeting is hereby in all respects approved and adopted. The County Judge and the County Clerk are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Underwriter. The use and distribution of the Preliminary Official Statement by the Issuer's Financial Advisor, Coastal Securities, Inc., and the Underwriter, is hereby ratified, approved and confirmed and is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the Commissioners Court. The Underwriter is hereby authorized to use and distribute the Official Statement in reoffering, sale, and delivery of the Notes to the public. The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

Section 21. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS. The County Judge, County Clerk, County Treasurer and County Auditor, and all other officers, employees, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal of the Commissioners Court and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order

to carry out the terms and provisions of this Order, the Notes, the Official Statement, and the Paying Agent/Registrar Agreement.

Section 22. CONTINUING DISCLOSURE UNDERTAKING.

(a) <u>Definitions</u>. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"SEC" means the United States Securities and Exchange Commission.

(b) <u>Updated Information and Data.</u> The County shall provide annually to the MSRB, within six months after the end of each fiscal year ending in or after 2009, financial information and operating data with respect to the County that is of the general type included in the Official Statement authorized by Section 20, being the information described in Schedules 1, 3-12 in APPENDIX A – Financial Information of the County. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles the County may be required to employ from time to time in accordance with State law, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the County shall provide unaudited financial statements for the applicable fiscal year to the MSRB, and audited financial statements when and if the audited financial statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document, including an official statement or other offering document, if it is available from the MSRB or filed with the SEC.

- (c) <u>Material Event Notices</u>. The Issuer shall notify the MSRB, in a timely manner, of any of the following events with respect to the Notes, if such event is material within the meaning of the federal securities laws:
 - 1. Principal and interest payment delinquencies;

- 2. Non-payment related defaults;
- 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
- 5. Substitution of credit or liquidity providers, or their failure to perform;
- 6. Adverse tax opinions or events affecting the tax-exempt status of the Notes;
- 7. Modifications to rights of holders of the Notes;
- 8. Bond calls;
- 9. Defeasances:
- 10. Release, substitution, or sale of property securing repayment of the Notes; and
- 11. Rating changes.

The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) <u>Limitations, Disclaimers, and Amendments</u>. The Issuer shall be obligated to observe and perform the covenants specified in this Section with respect to the Issuer and the Notes while, but only while, the Issuer remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the Issuer in any event will give notice required by subsection (c) of this Section of any bond calls and defeasance that cause the Issuer to no longer be such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and Beneficial Owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the Issuer or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make

any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and Beneficial Owners of the Notes. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 23. RESERVED.

Section 24. ORDER A CONTRACT; AMENDMENTS. The Order shall constitute a contract with the Owners, from time to time, of the Notes, binding on the County and its successors and assigns, and shall not be amended or repealed by the County as long as any Note remains outstanding except as permitted in this Section. The County may amend the Order without the consent of or notice to any Owners in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission therein. In addition, the County may, with the

written consent of the holders of a majority in aggregate principal amount of the Notes then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Order; except that, without the consent of the Owners of all the Notes affected, no such amendment, addition, or rescission may (1) change the date specified as the date on which the principal of any installment of interest on any Note is due and payable, reduce the principal amount thereof, or the rate of interest thereon, change the place or places at or the coin or currency in which any Note or interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of the Notes required for consent to any amendment, addition, or waiver.

Section 25. INCORPORATION OF RECITALS. The Issuer hereby finds that the statements set forth in the recitals of this Order are true and correct, and the Issuer hereby incorporates such recitals as a part of this Order.

Section 26. EFFECTIVE DATE. This Order shall take effect and be in full force and effect upon and after its passage.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 28th day of July, 2009.

County Judge Polk County, Texas

ATTEST:

County Clerk
Polk County, Texas

[COMMISSIONERS COURT SEAL]

Polk Co 09 notes-order auth issuance -tmp-rev.wpd

VOL.

Form of Paying Agent/Registrar Agreement

VOL.

EXHIBIT B

Accepted Bid