

STATE OF TEXAS }  
 COUNTY OF POLK }

DATE: MAY 8, 1995  
 REGULAR CALLED MEETING  
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 8th DAY OF MAY, 1995 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT: JOHN P. THOMPSON, COUNTY JUDGE, PRESIDING. B.E. "SLIM" SPEIGHTS, COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT#3, R.R. "DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED.

1. MEETING WAS CALLED TO ORDER AT 10:00 AM BY JUDGE JOHN THOMPSON.  
 PUBLIC COMMENTS:
  - A. BILL HARDY CONGRATULATED THE COMMISSIONERS COURT FOR DOING A GREAT JOB.
  - B. JUDGE THOMPSON, HAS WRITTEN A LETTER TO ALL OTHER TAXING ENTITIES WITHIN THE COUNTY, REGARDING THE SALE OF COUNTY TAX FORECLOSURE PROPERTIES.
2. INFORMATIONAL REPORTS:
  - A. JUDGE THOMPSON ANNOUNCED, THERE WILL BE A SPECIAL CALLED COMMISSIONERS COURT MEETING ON FRIDAY, MAY 12, 1995, AT 8:45 AM, FOR THE PURPOSE OF CANVASSING THE VOTES OF THE BIG THICKET "SPECIAL" ELECTION HELD ON MAY 6, 1995.
  - B. BOBBY SMITH, NOTIFIED THE COURT, THAT HE LOCATED A ROAD GRADER, FOR THE WASTE MANAGEMENT DEPARTMENT. JIM McALISTER WILL ADVERTISE FOR BIDS TO SELL THE SCRAPER, NOW IN USE, FOR THE PURPOSE OF PURCHASING AN OFF ROAD DUMP TRUCK THAT WILL BE NEEDED IN THE FUTURE. BIDS TO BE OPENED AT NEXT REGULAR COURT MEETING.
3. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS, TO APPROVE THE MINUTES OF APRIL 24, 1995 MEETING.  
 ALL VOTING YES.
4. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH, TO APPROVE THE SALE OF FORECLOSURE PROPERTY DESCRIBED IN CAUSE#93-080 FOR \$625.00, WITH EXECUTION OF SPECIAL WARRANTY DEED, PENDING APPROVAL OF OTHER TAXING ENTITIES.  
 ALL VOTING YES.
5. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO AUTHORIZE COMMISSIONER PURVIS, TO EXECUTE SALE OF TIMBER ON CERTAIN COUNTY OWNED R.O.W., LOCATED IN PRECINCT#3.  
 ALL VOTING YES. (SEE ATTACHED COPY)
6. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE PROPOSED 1995 BUDGET AMENDMENTS, REQUESTED BY AGING DIRECTOR.  
 ALL VOTING YES. (SEE ATTACHED COPY)

7. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE PAYMENT OF BILLS.(BY SCHEDULE)  
ALL VOTING YES. (SEE ATTACHED COPIES)

| DATE:   | AMOUNT:      | CHECK NUMBERS:  |
|---------|--------------|-----------------|
| 4-27-95 | \$ 92,341.31 | 107947 - 108070 |
| 5-3-95  | 419,854.24   | 108071 - 108254 |
| 5-5-95  | 172,652.67   | 108255 - 108276 |
| 5-8-95  | 131.70       | 108277 - 108278 |

8. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE PERSONNEL ACTION FORMS.  
ALL VOTING YES. (SEE ATTACHED COPY)
9. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE THE AGREEMENT FOR ADDITIONAL SERVICES TO BE PERFORMED UNDER THE 1994 INDEPENDENT AUDIT CONTRACT.  
ALL VOTING YES. (SEE ATTACHED COPY)
- 10.MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO ADJOURN COURT THIS 8th DAY OF MAY, 1995 AT 10:20 AM.  
ALL VOTING YES.

  
JOHN THOMPSON, COUNTY JUDGE

ATTEST:  
  
BARBARA MIDDLETON, COUNTY CLERK



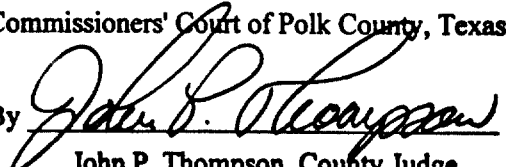
**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 22**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the Monday, May 8, 1995 at 10:00 a.m. in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit:

**SEE ATTACHED AGENDA**

**FILED FOR RECORD**  
**95 MAY -3 AM 9: 54**  
**BARBARA MIDDLETON**  
**COUNTY CLERK**  
**POLK COUNTY, TEXAS**

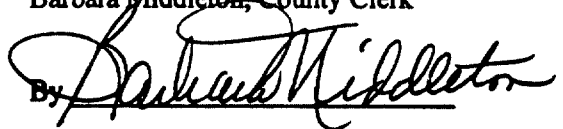
Commissioners' Court of Polk County, Texas

By   
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of 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 County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on the May 3, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the May 3, 1995.

Barbara Middleton, County Clerk

By 



# COMMISSIONERS COURT AGENDA

for: MONDAY - MAY 8, 1995 - 10:00 a.m.

FILED FOR RECORD  
95 MAY -3 AM 9:54  
BARBARA H. DOLEY  
COUNTY CLERK  
POLK COUNTY, TEXAS

## CALL TO ORDER

1. WELCOME - Public Comments & Discussion.
2. INFORMATIONAL REPORTS.
3. CONSIDER APPROVAL OF MINUTES for meeting of, April 24, 1995.

## NEW BUSINESS

4. CONSIDER APPROVAL OF OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTY DESCRIBED IN CAUSE # 93-080 AND EXECUTION OF SPECIAL WARRANTY DEED, PENDING APPROVAL OF OTHER INTERESTED TAXING ENTITIES.
5. CONSIDER AUTHORIZING PCT. #3 COMMISSIONERS TO EXECUTE SALE OF TIMBER ON CERTAIN COUNTY OWNED R.O.W.
6. CONSIDER APPROVAL OF PROPOSED 1995 BUDGET AMENDMENTS.

## CONSENT AGENDA ITEMS

7. CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule).
8. CONSIDER APPROVAL OF PERSONNEL ACTION FORMS.

## ADJOURN

Next regularly scheduled meeting - May 22, 1995, 10:00 a.m.



COMMISSIONERS COURT  
OF  
POLK COUNTY, TEXAS

FILED FOR RECORD  
95 MAY -5 AM 9:51  
BARBARA MIDDLETON  
COUNTY CLERK  
POLK COUNTY, TEXAS

**ADDENDUM TO NOTICE OF MEETING #22**

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE REGULAR MEETING OF THE POLK COUNTY COMMISSIONERS COURT SCHEDULED FOR MONDAY - MAY 8, 1995 at 10:00 A.M.

**ADD: 9. CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO THE SCOPE OF THE 1994 INDEPENDENT AUDIT.**

Dated and Posted on May 5, 1995

Commissioners' Court of Polk County, Texas

By John P. Thompson

John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Addendum, and that I posted a true and correct copy of said Addendum in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on May 5, 1995, and said notice remained so posted continuously for seventy-two (72) hours preceding the scheduled time of said meeting.

ATTEST;

By Barbara Middleton

Barbara Middleton, County Clerk



SHERIFF

MAY 8, 1995

POLK COUNTY JAIL POPULATION REPORT

DAILY POPULATION 59

PAPER READY 3

CONTRACT INMATES:  
WILSON COUNTY 2

CONTRACT NO. 55043PDELIVERED PURCHASE CONTRACT  
PRODUCER CODE: POL 48

THIS AGREEMENT, executed and entered into on the date hereinafter shown, is by and between Champion International Corporation, whose mailing address is P. O. Box 191, Huntsville, Texas, 77342 (hereinafter simply referred to as "Champion"), and Polk County Road and Bridge hereinafter simply referred to as the "Seller"), and for and in consideration of the mutual covenants set forth herein, the parties hereto do hereby agree as follows, to-wit:

1. PURPOSE: Champion, to the extent certain timber products are needed and desired, agrees to purchase from Seller, and Seller agrees to sell to Champion, specified timber products which may, in Champion's discretion, be designated in letter hereinafter sent by Champion to Seller (hereinafter simply referred to as "Supplemental Letters"). Any and all such Supplemental Letters, if any, shall designate the matters provided for in Paragraph 4 of this Contract.

For the consideration hereinabove stated, seller agrees that the timber the subject of this Agreement shall be delivered by Seller, at Seller's expense, to the designated delivery points.

2. TERM: From 5-1-95 To 7-30-95, unless sooner terminated in the manner hereinafter provided.
3. PRIOR CONTRACT SUPERSEDED: This Agreement supersedes and replaces that certain prior contract between Champion and Seller, No. \_\_\_\_\_ and dated \_\_\_\_\_, and all provisions of such prior contract are void.
4. SUPPLEMENTAL AGREEMENTS: Supplemental letters to this Delivered Purchase contract, if any, shall designate the following:
- (a) The product, or products, Champion desires to purchase;
  - (b) The delivery point, or points, of all such product, or products, Champion desires to purchase; and/or
  - (c) The price, or prices, Champion will pay for such products, or products.

Supplemental letters, if any, shall be delivered by Champion to Seller as, and when, Champion desires or needs to purchase any particular product, or products. Each Supplemental Letter shall specify the hereinabove listed matters, and shall also state the effective date of the changes specified in the Supplemental Letter, which may be the same date the Supplemental Letter is either personally delivered or mailed to Seller. Champion's delivery of Supplemental Letters to Seller may be accomplished either by personal delivery or by mailing same and, if mailed, for purposes of this Contract, each Supplemental Letter shall be deemed delivered to, and received by, Seller as of the date it is deposited in the mail,



regardless of the date of Seller's actual receipt of the Supplemental Letter. Delivery of any timber products by Seller to Champion from and after the date Champion either personally delivers or mails any Supplemental Letter to Seller shall be subject to the provisions set forth in the Supplemental Letter and Seller agrees to be bound by the terms and provisions of each, every and all Supplemental Letters delivered to Seller. Furthermore, it is understood and agreed that each Supplemental Letter shall become a part of this Contract and each Supplemental Letter shall be governed by, and subject to, all of the terms and provisions of this Contract.

5. SCALE AND INSPECTIONS: All timber manufactured under this Agreement which is delivered to Champion shall be weight scaled by Champion, with Champion retaining the original scale tickets and copies thereof being delivered to Seller. Champion retains the absolute right to refuse or accept, as it so desires, delivery of any timber Seller attempts to deliver under this Agreement which does not meet Champion's specifications and requirements. Champion further retains the right to adjust any weight scale tickets in proportion to the percentage or volume of timber delivered, weighed, accepted and thereafter culled.
6. PRICE AND PAYMENT: Payments to be made by Champion to Seller shall be made weekly, and the amount thereof shall be determined by weight scale tickets and the applicable price for the particular classifications of timber (subject to reduction, as provided in Paragraph 5 above).
7. TITLE: Seller covenants and warrants that it is the owner of the above described timber the subject of this Agreement and that said timber is free and clear of any and all liens, encumbrances, and claims of every character, and Seller hereby binds himself, his heirs, personal representatives, successors and assigns to WARRANT AND FOREVER DEFEND the title to said timber against the claims and demands of any and all persons whomsoever.
8. DELIVERIES: Subject to Champion's need and desire for certain timber products, it is contemplated that the timber the subject of this Agreement will be delivered by Seller to the designated delivery points in consistent, even, weekly quantities throughout the term of this agreement. However, it is understood and agreed that Champion retains the absolute right to notify Seller of the volume of timber, if any, it will purchase and accept under this Agreement at any time or for any given week. And, notwithstanding anything herein seemingly to the contrary, it is understood and agreed that Champion, by execution of this Contract, is not obligating nor binding itself to purchase any of the hereinabove specified products from Seller, the intent of the parties hereto being that Champion will purchase such products only when, and as, needed or desired by Champion. Champion further retains the absolute right to reduce the total volume of timber Champion agrees to purchase from Seller by simply giving notice of such reduction to Seller, and the reduction shall be effective immediately upon the giving of such notice of reduction to Seller.
9. CONTROL OF OPERATIONS: All work and operations of every character performed hereunder by Seller, or in his behalf,

shall be done and performed under Seller's sole and exclusive control with labor hired, paid, supervised and directed by him and through the use of equipment which Seller shall provide at his own cost and expense. It is agreed that performance hereunder by Seller shall be absolutely free of any right of control or direction by Champion, and it is distinctly understood that Champion is to look to the Seller for results only under the terms and specifications of this Agreement. The parties hereto further agree that Seller is an independent contractor and nothing contained in this Agreement shall be construed to create or imply any other relationship between Champion and the Seller.

10. TERMINATION: Champion retains the right to terminate this Agreement provided that 30 day written notice is given to the other party stating their intent to terminate this Agreement.
11. COMPLIANCE WITH LAWS: Seller agrees to comply with all Federal, State, County, and Municipal laws and regulations pertaining to the harvesting and transportation of all forest products, including but not limited to, laws and regulations relating to weight and length limitations for loads transported on public highways. Seller especially warrants and covenants that all chips delivered under this Agreement will be cut, loaded and delivered in strict Compliance with the Fair Labor Standards Act of 1938, as amended, and that all records required by said Act will be kept and maintained by Seller.
12. INDEMNITY: Seller hereby assumes the entire responsibility and liability for any claims, demands and causes of action arising out of his performance of the conditions and obligations assumed hereunder and his delivery of the timber the subject of this agreement to Champion. Seller further agrees to fully indemnify and hold Champion harmless from and against any and all liability, claims, demands, suits, judgements, liens, costs, expenses and attorney's fees caused by, arising from, or alleged to be caused by virtue of, the activities of Seller undertaken hereunder. In the event Champion should be sued as a result of any of the operations of Seller or his employees under this Agreement, or due to the delivery of timber the subject of this Agreement to Champion, Seller agrees to assume the defense of such suit on behalf of Champion, to pay all expenses incurred in connection with such defense and to pay all losses and damages that may be adjudged against Champion therein. Seller shall further indemnify and save harmless Champion from any claim for damages for personal injury, including death, to any employee, or any other person, or injury to property, that may arise, or may be alleged to arise, in any manner from the carrying out of this Agreement or the delivery of the timber the subject of this Agreement by Seller to Champion, whether caused by the Seller or by any sub-contractor, or anyone directly or indirectly employed by either of them. Furthermore, notwithstanding anything herein seemingly to the contrary, and in addition to all other indemnification provisions set forth herein, Seller agrees to indemnify and defend Champion from all claims, demands and causes of action for all injuries to, illness or death of any person, including Seller's employees, or any property damage, including economic loss, resulting from the concurrent acts or omissions of any combination of the following; Champion;

Seller; Seller's employee who is injured, becomes ill or is killed' and, any other person, firm or entity. Acts or omissions mean negligence, breaches of expressed or implied warranties, violation of the Texas Deceptive Trade Practices Act and breaches of duty under the law of strict liability and tort. It is expressly agreed by Seller that this indemnity protects Champion from the consequences of Champion's own acts or omissions; when Champion, its employees, agents or representatives acts or omissions are a concurrent cause of the injury, illness, death or property damage, including economic loss. This indemnification and hold harmless Agreement by the Seller shall survive the termination or expiration of this Agreement.

13. MISCELLANEOUS: This Agreement (a) shall be construed under, and in accordance with, the laws of the State of Texas; (b) shall be binding upon; and shall inure to the benefit of, the parties hereto and their respective successors and assigns; (c) may only be changed or modified in writing, executed by the duly authorized representative of both parties; and (d) constitutes the entire Agreement and understanding by and between the parties hereto, and supersedes all prior agreements and understandings between Champion and Seller relating to the subject matter hereof.

EXECUTED this 1<sup>st</sup> day of May, 1995.

CHAMPION INTERNATIONAL CORPORATION

BY: Mark Depiret

EXECTED this 8<sup>th</sup> day of May, 1995.

SELLER Polk County  
BY: John Thompson

Seller's I.D. No. 74-6001621

Phone No. 327-6811

Address: County Courthouse - 3rd Floor  
Livingston, TX 77351

ATTN: John Thompson

DELIVERED PURCHASE CONTRACT

SUPPLEMENTAL LETTER

DATE: 5-1-95

CONTRACTOR: Polk County Road & Bridge

VENDOR CODE: POL 48

CONTRACT #: 55043P

TO: Polk County Road & Bridge

Pursuant to the provisions of Paragraph No. 4 of your Delivered Purchase Contract with Champion International Corporation, effective 05-01-95 and continuing thereafter until you are further notified by Champion International Corporation of a price change, Champion International Corporation will pay the following prices for the following timber products delivered by you to the designated delivery points:

| <u>PRODUCT</u>         | <u>F.O.B. TRUCKWOOD DELIVERY POINT</u> | <u>PRICE/UNIT</u>   |
|------------------------|----------------------------------------|---------------------|
| <u>PINE MTL</u>        | <u>CORRIGAN MILL</u>                   | <u>\$ 70.00/TON</u> |
| <u>PINE MTL</u>        | <u>CAMDEN MILL</u>                     | <u>\$ 70.00/TON</u> |
| <u>PINE SMALL SORT</u> | <u>CAMDEN MILL</u>                     | <u>\$ 35.00/TON</u> |
| <u>PINE LONGWOOD</u>   | <u>LUFKIN MILL</u>                     | <u>\$ /TON</u>      |
| <u>PINE LONGWOOD</u>   | <u>SHELDON MILL</u>                    | <u>\$ /TON</u>      |
| <u>_____</u>           | <u>_____</u>                           | <u>\$ /TON</u>      |

**CHAMPION INTERNATIONAL CORPORATION**

BY: Mark Hafernick

MARK HAFERNICK  
LOGGING & PROCUREMENT MANAGER  
CENTRAL AREA

DATE: 5-1-95

6EL122 PAGE 1

| DATE 04/26/95                |          | REPORT OF GENERAL LEDGER AMENDMENTS |                  |                   |                       | CLERK                        |
|------------------------------|----------|-------------------------------------|------------------|-------------------|-----------------------|------------------------------|
| ACCOUNT NUMBER               | DATE     | TIME                                | AMENDMENT NUMBER | OLD BUDGET AMOUNT | AMENDED BUDGET AMOUNT | DESCRIPTION                  |
| 95 051-645-144               | 04/26/95 | 09:23                               | 042695           | 32,576.96         | 32,473.64             | 103.32- PER AGING DIRECTOR   |
| 95 051-645-169               | 04/26/95 | 09:23                               | 042695           | .00               | 103.32                | 103.32 PER AGING DIRECTOR    |
| 95 051-645-203               | 04/26/95 | 09:24                               | 042695           | 1,298.00          | 2,148.00              | 850.00 PER AGING DIRECTOR    |
| 95 051-645-204               | 04/26/95 | 09:25                               | 042695           | 1,500.00          | 3,774.49              | 2,274.49 PER AGING DIRECTOR  |
| 95 051-645-312               | 04/26/95 | 09:25                               | 042695           | 5,871.00          | 3,501.99              | 2,369.01- PER AGING DIRECTOR |
| 95 051-645-330               | 04/26/95 | 09:25                               | 042695           | 10,000.00         | 4,000.00              | 6,000.00- PER AGING DIRECTOR |
| 95 051-645-334               | 04/26/95 | 09:26                               | 042695           | 7,799.00          | 3,949.00              | 3,850.00- PER AGING DIRECTOR |
| 95 051-645-343               | 04/26/95 | 09:26                               | 042695           | 11,500.00         | 17,500.00             | 6,000.00 PER AGING DIRECTOR  |
| 95 051-645-350               | 04/26/95 | 09:26                               | 042695           | 3,000.00          | 8,000.00              | 5,000.00 PER AGING DIRECTOR  |
| 95 051-645-420               | 04/26/95 | 09:26                               | 042695           | 5,500.00          | 3,000.00              | 2,500.00- PER AGING DIRECTOR |
| 95 051-645-423               | 04/26/95 | 09:27                               | 042695           | .00               | 94.52                 | 94.52 PER AGING DIRECTOR     |
| 95 051-645-440               | 04/26/95 | 09:27                               | 042695           | 13,500.00         | 18,000.00             | 4,500.00 PER AGING DIRECTOR  |
| 95 051-645-441               | 04/26/95 | 09:28                               | 042695           | 3,500.00          | 1,600.00              | 2,000.00- PER AGING DIRECTOR |
| 95 051-645-572               | 04/26/95 | 09:28                               | 042695           | 4,000.00          | 2,000.00              | 2,000.00- PER AGING DIRECTOR |
| EXPENSE SUMMARY - AGING DEPT |          |                                     |                  | 14                | TOTAL CHANGES         | .00                          |



Schedule of Bills by Fund

| <u>Fund</u>               | <u>Description</u>                     | <u>Disbursements</u> |
|---------------------------|----------------------------------------|----------------------|
| 10                        | General                                | 9,762.24             |
| 20                        | Road and Bridge, Pct. #3               | 115.41               |
| 32                        | Environmental Services                 | 115.56               |
| 51                        | Aging Department                       | 40.97                |
| 61                        | Debt Service                           | 2,347.66             |
| 70                        | Environmental Service - 1994 C/O Issue | 2,357.60             |
| 88                        | Judiciary Fund                         | 77,656.19            |
| 185                       | CCAP - Juvenile Probation              | 176.80               |
| <b>TOTAL OF ALL FUNDS</b> |                                        | <b>92,341.31</b>     |

The preceding list of bills payable was reviewed and approved for payment.

Date 4-27-95

Approved by

*Kenneth J. Bennett*  
 County Auditor  
*John P. Stanger*

Schedule of Bills by Fund

| <u>Fund</u>               | <u>Description</u>                     | <u>Disbursements</u> |
|---------------------------|----------------------------------------|----------------------|
| 10                        | General                                | 104,318.73           |
| 16                        | Road and Bridge, Pct. #1               | 32,937.43            |
| 18                        | Road and Bridge, Pct. #2               | 29,245.41            |
| 20                        | Road and Bridge, Pct. #3               | 38,995.89            |
| 22                        | Road and Bridge, Pct. #4               | 54,752.09            |
| 24                        | Permanent Road & Bridge Fund           | 6,101.32             |
| 26                        | Lateral Road                           | 5,412.39             |
| 28                        | Polk County Historical Commission      | 5.29                 |
| 32                        | Environmental Services                 | 30,289.79            |
| 40                        | Law Library                            | 1,278.75             |
| 49                        | District Attorney Hot Check Fund       | 14.62                |
| 51                        | Aging Department                       | 7,787.11             |
| 61                        | Debt Service                           | 92,233.37            |
| 70                        | Environmental Service - 1994 C/O Issue | 15,915.55            |
| 73                        | Jail/Bldg Renovation - C/O Issue       | 566.50               |
| <b>TOTAL OF ALL FUNDS</b> |                                        | <b>419,854.24</b>    |

The preceding list of bills payable was reviewed and approved for payment.

Date 5-3-95

Approved by

*Sharon Farnsworth*  
*County Auditor*  
*John P. Thompson*



Schedule of Bills by Fund

| <u>Fund</u>               | <u>Description</u>             | <u>Disbursements</u> |
|---------------------------|--------------------------------|----------------------|
| 10                        | General                        | 94,128.86            |
| 15                        | Road and Bridge Administration | 6,798.35             |
| 16                        | Road and Bridge, Pct. #1       | 5,713.86             |
| 18                        | Road and Bridge, Pct. #2       | 4,821.77             |
| 20                        | Road and Bridge, Pct. #3       | 8,080.42             |
| 22                        | Road and Bridge, Pct. #4       | 6,718.03             |
| 32                        | Environmental Services         | 12,181.63            |
| 48                        | District Attorney Special Fund | 215.30               |
| 51                        | Aging Department               | 6,925.33             |
| 101                       | Adult Probation                | 17,947.29            |
| 104                       | DTP -CSR Probation             | 1,028.37             |
| 106                       | CCP - SOTP Probation           | 139.77               |
| 107                       | CCP Corrigan Office            | 1,021.97             |
| 108                       | CCP - Surveillance             | 1,868.09             |
| 184                       | Juvenile Probation             | 2,353.19             |
| 185                       | CCAP - Juvenile Probation      | 2,710.44             |
| <b>TOTAL OF ALL FUNDS</b> |                                | <b>172,652.67</b>    |

The preceding list of bills payable was reviewed and approved for payment.

Date 5-5-85

Approved by

*Karen Bennett*  
*County Auditor*  
*John P. Stanger*

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

| <u>Fund</u>               | <u>Description</u> | <u>Disbursements</u> |
|---------------------------|--------------------|----------------------|
| 10                        | General Fund       | 131.70               |
| <b>TOTAL OF ALL FUNDS</b> |                    | <u>131.70</u>        |

The preceding list of bills payable was reviewed and approved for payment.

Date 5-8-85 Approved by Karen Sue Parnment

County Auditor

John P. Atter

DATE: APRIL 25, 1995 THROUGH MAY 08, 1995

| NO.  | NAME               | DEPT.          | JOB CLASSIFICATION           | TYPE EMPLOYEE     | SALARY GROUP         | ACTION TAKEN                                                             |
|------|--------------------|----------------|------------------------------|-------------------|----------------------|--------------------------------------------------------------------------|
| (1)  |                    |                |                              |                   |                      |                                                                          |
| (2)  | TOMAME SHEFFIELD   | SHERIFF DEPT.  | #1037 DEPUTY SHERIFF         | REGULAR FULL-TIME | 142 \$18,678.32      | RESIGNATION EFFECTIVE 04-29-95                                           |
| (3)  | LESTER TATUM       | JAIL           | #1055 CORRECTIONS OFFICER    | REGULAR FULL-TIME | 112 \$16,117.92      | RESIGNATION EFFECTIVE 05-05-95                                           |
| (4)  | FREDERICK HAMILTON | SHERIFF DEPT.  | #1037 DEPUTY SHERIFF PARTOK  | REGULAR FULL-TIME | 141 \$18,228.00      | RESIGNATION EFFECTIVE 04-30-95                                           |
| (5)  | DANA PIPER         | JAIL           | #1055 CORRECTIONS OFFICER    | REGULAR FULL-TIME | 112 \$16,117.92      | RECLASSIFICATION #1037 DEPUTY SHERIFF 141 \$18,228.00 EFFECTIVE 05-03-95 |
| (6)  | TODD GARDNER       | ENV. SERVICES  | #911 PERMIT/INSP. SUPERVISOR | REGULAR FULL-TIME | 151 \$19,145.36      | RESIGNED EFFECTIVE 04/28/95                                              |
| (7)  | AUSTIN STUTTS      | PCT.#2 R. & B. | #109 LIGHT EQT. OPERATOR     | REGULAR FULL-TIME | 123 \$17,354.48      | RESIGNATION EFFECTIVE 05-03-95                                           |
| (8)  | JOHN MCDOWELL, JR. | ENV. SERVICES  | #910 ENFORCEMENT OFFICER     | REGULAR FULL-TIME | 141 \$18,228.00      | RESIGNATION EFFECTIVE 05-12-95                                           |
| (9)  | DAVID GOODWIN      | ENV. SERVICES  | #108 HEAVY EQT. OPER.        | REGULAR FULL-TIME | 131 \$17,354.48      | MERIT INCREASE 192 \$17,780.08 EFFECTIVE 05-03-95                        |
| (10) | JUAN GONZALEZ      | JAIL           | #1055 CORRECTIONS OFFICER    | REGULAR FULL-TIME | 111 \$15,734.16      | NEW-HIRE EFFECTIVE 05-10-95                                              |
| (11) | AMANDA SMITH       | J.P.#4         | #102 SECRETARY               | REGULAR PART-TIME | UNCLASS. \$5,000-HR. | NEW-HIRE 05-03-95                                                        |
| (12) | JAMES JONES        | JAIL           | #1055 CORRECTIONS OFFICER    | REGULAR FULL-TIME | 111 \$15,734.48      | NEW-HIRE EFFECTIVE 05-10-95                                              |
| (13) |                    |                |                              |                   |                      |                                                                          |
| (14) |                    |                |                              |                   |                      |                                                                          |
| (15) |                    |                |                              |                   |                      |                                                                          |
| (16) |                    |                |                              |                   |                      |                                                                          |



LAIRSON • STEPHENS • REIMER, P.C.

*Trusted Business Advisors Since 1970*

May 3, 1995

Honorable Judge John Thompson  
Polk County  
Polk County Courthouse  
Livingston, Texas 77351

Dear Judge Thompson:

As previously noted, we have identified apparent deficiencies with the prior year audit that should be addressed before releasing this year's audit report. Addressing these deficiencies is beyond the scope of services that the County has contracted with us to perform and additional authorization is needed from you before these matters can be investigated. The purpose of this letter is to identify the additional scope of services we believe necessary, to provide the County with a reasonable degree of comfort that transactions from the prior year were accounted for properly, and to minimize the likelihood of an adverse audit opinion or disclaimer of an opinion on this year's financial statements because of questionable beginning balances.

We propose that the County expand the scope of our audit to include researching matters related to the beginning balances at a fee of \$5,000. If additional time is necessary, we will identify to you the unresolved issues and provide you with a revised fee quote before incurring any additional time.

We apologize for the delay in issuing this year's audited financial report. However, we are doing everything within our power to do it right the first time and to help clean up the financial records of the County. We hope that you understand the problems that we have encountered while conducting this year's audit and the additional costs being incurred by our Firm. We currently project to write off a large portion of the time required to perform the original audit scope, principally because of the poor condition of the County's financial and accounting system.

If you have any questions regarding these matters or anything else, please do not hesitate to call. If you are in agreement with the additional services that we have proposed to perform, please sign below and return this letter to us.

Sincerely,

A handwritten signature in cursive script that reads "J. Randall Reimer".

J. Randall Reimer, C.P.A.

We are in agreement with the additional scope of services you have proposed to perform.

A handwritten signature in cursive script that reads "John P. Thompson".  
Honorable Judge John Thompson

*Certified Public Accountants*

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