



**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 26**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the Monday, May 22, 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**

Dated this the May 17, 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 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 17, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

FILED FOR RECORD

95 MAY 17 AM 9:44

BARBARA MIDDLETON  
COUNTY CLERK  
POLK COUNTY, TEXAS

Dated this the May 17, 1995

Barbara Middleton, County Clerk

By *Barbara Middleton*



*for: MONDAY - MAY 22, 1995 - 10:00 A.M. a.m.*

### CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
  - A PRESENTATION OF SCHOLARSHIPS (Funding provided as a part of Delinquent Tax Attorney's contract commitment)
  - B Rural Addressing Advisory Council Update
- 3 CONSIDER APPROVAL OF MINUTES for meeting of May 8, 1995

### NEW BUSINESS

- 4 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-10 "EMPLOYEE HEALTH INSURANCE"
- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-13 "ADMINISTRATION AND BENEFIT OPTIONS OF SECTION 125 PLAN"
- 6 RECEIVE BIDS AND CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-14 "SALE OF ONE(1) CATERPILLAR 613 SCRAPER"
- 7 CONSIDER APPROVAL OF AGING SERVICES' PROPOSAL (FY1996 - 1999) FOR SUBMITTAL TO DEEP EAST TEXAS AREA AGENCY ON AGING
- 8 CONSIDER APPROVAL OF INTERLOCAL & MUTUAL AID AGREEMENTS
- 9 CONSIDER APPROVAL OF PERMANENT ROAD FUND EXPENDITURES
- 10 CONSIDER RESOLUTION TO RENEW PARTICIPATION IN SUPPLEMENTAL SALARY PROGRAM FOR COUNTY COURT AT LAW JUDGES AUTHORIZED UNDER SECTION 51 702 OF GOVERNMENT CODE

### CONSENT AGENDA ITEMS

- 11 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 12 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

### ADJOURN

Next regularly scheduled meeting - June 12, 1995, 10 00 a m



FILED FOR RECORD

95 MAY 19 AM 9.35

ADDENDUM TO BARBARA MIDDLETON  
NOTICE OF MEETING #026 COUNTY CLERK  
POLK COUNTY, TEXAS

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR MAY 22, 1995 AT 10 00 A M

**ADD.**

- 13. APPROVE ADVERTISING FOR BIDS FOR THE SALE OF FOUR(4) MOTOR GRADERS, PCT. #3.
- 14. APPROVE ADVERTISING FOR BIDS FOR THE PURCHASE OF FOUR(4) MOTOR GRADERS, PCT. #3.

Posted on May 19, 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 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 May 19, 1995 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated May 19, 1995

Barbara Middleton, County Clerk

By Barbara Middleton

STATE OF TEXAS }  
 COUNTY OF POLK }

DATE: MAY 22, 1995  
 REGULAR CALLED MEETING  
 JAMES J. "BUDDY" PURVIS-ABSENT

BE IT REMEMBERED ON THIS THE 22nd 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, 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 10:05 AM BY JUDGE JOHN THOMPSON.  
 PUBLIC COMMENTS: NONE
2. INFORMATIONAL REPORTS.
  - A. PRESENTATION OF SCHOLARSHIPS:  
 FUNDS OF \$2000.00, GIVEN AS (5) \$400.00 SCHOLARSHIPS, TO GRADUATING SENIORS OF 1995, PROVIDED AS PART OF THE DELINQUENT TAX ATTORNEY'S CONTRACT.
    1. CASEY FOUNTAIN-BIG SANDY I.S.D.
    2. ROBBIE LYNN POSUK-CORRIGAN/CAMDEN I.S.D.
    3. ANN MARIE DAMON-GOODRICH I S.D.
    4. CHAD NEAL PARRISH-LEGGETT I.S.D.
    5. CHUCK LeBLANC-LIVINGSTON I S.D.
  - B. RURAL ADDRESSING ADVISORY COUNCIL SPOKESMAN, CLAUDE BOLTON GAVE AN UPDATE ON HOW THE COMMITTEE IS PROGRESSING ON RE-NAMING OF CERTAIN ROADS. TIM TUCKER, CONTRACTOR FOR THE RURAL 911-SYSTEM GAVE AN UPDATE, AND HE EXPECTS THE PROGRAM TO BE COMPLETED BY DEC. 31, 1995.
3. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT FOR APPROVAL OF THE MINUTES OF MAY 8, 1995.  
 ALL VOTING YES.
4. BID#95-10: "EMPLOYEE HEALTH INSURANCE"  
 MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO ACCEPT BLUE CROSS/BLUE SHIELD PLAN I, INSURANCE PROPOSAL AS THE EMPLOYEE HEALTH INSURANCE FOR THE YEAR, 1995-96.  
 ALL VOTING YES. (SEE ATTACHED COPY)
5. BID#95-13: "ADMINISTRATION & BENEFIT OPTIONS OF SEC.125 PLAN"  
 MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ACCEPT THE PRESENTATION GIVEN BY COLONIAL LIFE & ACCIDENT INSURANCE ON MAY 15, 1995.  
 ALL VOTING YES.

6. BID#95-14: SALE OF ONE (1) CATERPILLAR 613-SCRAPPER. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT, TO ACCEPT THE BID OF \$83,500.00 FROM LYNN HENDRIX, AS REQUESTED BY COMMISSIONER SMITH, AND THE FUNDS FROM THE SALE TO GO INTO AN EQUIPMENT ACCOUNT FOR REGIONAL WASTE MANAGEMENT, TO BUY REPLACEMENT EQUIPMENT FOR LAND FILL SITE. ALL VOTING YES.
7. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE THE AGING SERVICES PROPOSAL (FY 1996-1999) SUBMITTED BY VIRGINIA SMITH, AGING SERVICES DIRECTOR, TO DEEP EAST TEXAS AREA AGENCY ON AGING, WITH BUDGET PENDING & TO BE APPROVED IN SUBSEQUENT COURT MEETING. ALL VOTING YES. (SEE ATTACHED)
8. MR. JOHN McDOWELL, EMERGENCY MANAGEMENT, SUBMITTED THE AGREEMENTS & FORMS, ASKING THE COURT TO APPROVE "INTERLOCAL AGREEMENTS" FOR CITIES OF LIVINGSTON, ONALASKA, & CORRIGAN FOR JAIL SERVICES AT THE POLK COUNTY LAW ENFORCEMENT CENTER & FOR FIREFIGHTING SERVICES, BY THE VARIOUS FIRE DEPARTMENTS IN THE UNINCORPORATED AREAS OF THE COUNTY. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS, TO APPROVE THE AGREEMENTS, WITH CITIES FOR FIRE PROTECTION SERVICE & WITH VOLUNTEER FIRE DEPARTMENTS, OUTSIDE OF INCORPORATED AREAS, FOR SAME. AGREEMENTS FOR JAIL DETENTION WILL BE CONSIDERED IN NEXT MEETING. ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY B.E. "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO APPROVE THE PERMANENT ROAD FUND EXPENDITURES, PRESENTED BY COMMISSIONER SPEIGHTS. ALL VOTING YES. (SEE ATTACHED)
10. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO ISSUE A RESOLUTION TO RENEW PARTICIPATION IN SUPPLEMENTAL SALARY PROGRAM FOR COUNTY COURT AT LAW JUDGES. ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE PAYMENT OF BILLS (BY SCHEDULE). ALL VOTING YES.

DATE	AMOUNT	CHECK NUMBERS:
5-11-95	\$ 891.52	108279
5-15-95	13,974.10	108280 - 108332
5-16-95	217 28	108333
5-16-95	218,601 14	108334 - 108487
5-19-95	265,262 02	108488 - 108633

12. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE PERSONNEL ACTION FORMS.  
ALL VOTING YES. (SEE ATTACHED)
13. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE ADVERTISING FOR PCT#3, SALE OF FOUR (4) MOTOR GRADERS.  
ALL VOTING YES.
14. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT, TO APPROVE ADVERTISING FOR PCT#3, FOR THE PURCHASE OF FOUR (4) MOTOR GRADERS.  
ALL VOTING YES.
15. MOTIONED BY R.R. "DICK" HUBERT, SECONDED B.E. "SLIM" SPEIGHTS TO ADJOURN COURT THIS 22nd DAY OF MAY, 1995 AT 11:05 AM.

*John P. Thompson*

JOHN THOMPSON, COUNTY JUDGE

ATTEST:

*Barbara Middleton*  
BARBARA MIDDLETON, COUNTY CLERK

SHERIFF

MAY 22, 1995

POLK COUNTY JAIL POPULATION REPORT

DAILY POPULATION 77

PAPER READY 4

CONTRACT INMATES  
WILSON COUNTY 0







POLK COUNTY, TEXAS

## MEMORANDUM

JOHN P. THOMPSON, COUNTY JUDGE  
POLK COUNTY COURTHOUSE - LIVINGSTON, TEXAS 77361

**TO ALL FULL-TIME COUNTY EMPLOYEES & ELECTED OFFICIALS**  
**FROM COMMISSIONERS COURT**  
**DATE May 22, 1995**  
**RE HEALTH INSURANCE**

*In our Department Head meetings over the last several months, we have discussed the process of bidding for County Employee Health Insurance and asked each Department Head to talk with Employees about their concerns and preferences. The feedback we received indicated that the majority of Employees were satisfied with our existing insurance and, depending upon the bids received this year, would be willing to pay slightly more in Employee cost, in order to stay with our existing program.*

*The Commissioners Court voted in today's meeting to renew our Blue Cross Blue Shield Insurance coverage, by adopting "BLUECHOICE PLAN I". This Plan option offered the most to the employee, with the least amount of increase in Dependent premiums and Employee deductibles.*

*Your "NETWORK" Providers will not change! and the County will absorb the \$27/month increase in premium for each covered Employee. You will continue to benefit from the \$15 Co-Pay for Doctor's office visits and have the same prescription card program (with a minimal increase in Prescription cost of \$2 brand name / \$3 generic).*

*The changes that will effect you, are as follows,*

- 1) *Your calendar year deductible will increase from \$200/Individual & \$600/Family - to \$400/Individual & \$1,200/Family. (Although this deductible is doubling, it is actually the amount of deductible we all had under our previous year's plan. The only option available this year which did not increase the deductible, would have increased the Employees cost for Dependent coverage dramatically).*
- 2) *Optional Dependent coverages will increase - slightly - as follows,*

Child/Children	- was \$ 92.29	now \$106.88	(INCREASE \$14.59/month or \$7.30/payroll)
Spouse	- was 141.73	now 164.14	(INCREASE 22.41/month or 11.20/payroll)
Family	- was 219.52	now 254.24	(INCREASE 34.72/month or 17.36/payroll)
- 3) *Your Prescription Card Co-Payment will increase slightly, from \$10/\$5 to \$12/\$8*

**\*\* Continued on Back \*\***

**Seeing the rising cost of Insurances that are being offered, we are pleased that we were able to keep these benefits available to you at a modest increase in cost.**

**If, however, you choose NOT to continue carrying dependent coverage because of this increase, you must notify the Personnel Office - IN WRITING ! - no later than Tuesday, May 30th**

**If you are presently carrying any dependent coverage - and wish to continue the coverage at this increased premium - you will not have to do anything, now Your premium - as shown on the front of this memo - will be deducted from your next paycheck.**

**ADDITIONALLY ..**

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**Over the last month, the Court also advertised for Proposals from Companies to administer the County's Section 125 "Cafeteria" Plan This Plan provides the method by which your Dependent Health Insurance premium (and other, optional benefits) may be deducted from your gross pay - BEFORE TAXES - resulting in your paying less income tax and realizing a savings in your take home pay**

**In the past, AFLAC administered this plan The Court made the decision that - based upon their past representation and some problems experienced by several employees under AFLAC's administration of the Plan - we would change to a new Plan Administrator , COLONIAL LIFE & ACCIDENT**

**Colonial is a large company with an excellent reputation for administering the types of Plans to local government Employees The portion of their presentation which most impressed the Court was the "EMPLOYEE ENROLLMENT VISITS" During the week of June 12 - 16, a team of representatives will visit EACH COUNTY EMPLOYEE, individually, to explain your current benefit status and fully describe all optional benefits available to you At the time of this enrollment visit, they will have all of your current payroll deduction information entered into their laptop computer You will be able to SEE ON THE SCREEN exactly how this Section 125 Plan effects YOUR PAYCHECK and the tax savings you are receiving ALSO, they will be able to enter any options you might be interested in and show you - BEFORE YOU MAKE A DECISION - exactly how that particular optional will effect your paycheck and your tax savings status**

**Additionally, the Colonial Representatives will be setting up REGULAR MEETINGS THROUGHOUT THE YEAR, at which time Employees are encouraged to visit with them - ask any questions about the program - and receive information, as needed Colonial will also have a TOLL-FREE number for Employees to call directly for assistance and benefit support.**

**We will be sending you more information about this optional SECTION 125 Plan with your next paycheck issue on June 2nd**

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**We kept YOUR INTERESTS in mind when reviewing the Health Insurance and Section 125 Plan proposals We hope that the decisions we made prove beneficial to you !**

**THANKS**

*Ann I  
Ginn... 6/22/95*

EMPLOYEE HEALTH INSURANCE - (JUNE 1995 THRU MAY 1996)

BLUE CROSS BLUE SHIELD OF TEXAS (BLUECHOICE)  
(CT Jones Insurance Agency)

AMER. MED SEC THE MUTUAL GRP.  
(CT Ross Brown & Assco) (Ins Market Resour)

Coverages	Present	Basic Renewal	Increase or (Decrease)	Plan I Renewal	Increase or (Decrease)	Plan II Renewal	Increase or (Decreases)	Plan I Rate (Sec)	Plan II Rate (Sec)
Employee Only	169 90	208 98	39 08	196 78	26 88	193 06	23 16	1	7 75)
Child/Children	92 29	113 51	21 22	106 88	14 59	104 86	12 57	13 60	151.39
Spouse	141 73	174 32	32 59	164 14	22 41	161 03	19 30	7	1
Family	219 52	270 01	50 49	254 24	34 72	249 43	29 91	27 6	1
Term Life (cost per \$1,000)	0 41	0 41	0 00	same	0 00	same	0 00		
AD&D (cost per \$1,000)	0 05	0 05	0 00	same	0 00	same	0 00		
	In Network								
Deductible (Calendar Year)	\$200/Indv \$600/Fam	same	0 00	\$400/Indv 1,200/Fam	+ 200 00 + 600 00	\$400/Indv 1,200/Fam	+ 200 00 + 600 00		
Co-Insurance Stoploss (Max.)	\$1,000/Ind 2,000/Fam	same	0 00	\$2,000/Ind 6,000/Fam	+ 1,000 00 + 4,000 00	\$2,000/Ind 6,000/Fam	+ 1,000 00 + 4,000 00		
In-Patient (Hosp)	90%	same	0 00	same	0 00	80%	+ 10%		
Physician Serv & Preventive Care	100% after \$15 Co-Pay	same	0 00	same	0 00	same	0 00		
In-Patient & Maternity	90% after cal yr Ded	same	0 00	same	0 00	80% after cal yr Ded	+ 10%		
Emergency Room	90% after \$50 Co-Pay	same	0 00	same	0 00	80% after \$50 Co-Pay	+ 10%		
Prescription Drug	\$10 / \$5	same	0 00	\$12 / \$8	+ \$2 / \$3	\$12 / \$8	+ \$2 / \$3		10

**Marketing**

RATE RENEWAL SUMMARY

Group Name COUNTY OF POLK  
 Group Number 36344 Anniversary Date 6/1/95

Employer Contributions are as follows: (PER MONTH)

	Current			Renewal		
	Health	LifeAD&D	Dental	Health	LifeAD&D	Dental
% of Employee Rate	100%	100%	N/A	100%	100%	N/A
\$ per Employee Rate	169.90	6.90	N/A	196.78	6.90	N/A
% of Dependent Rate	-0-	-0-	N/A	-0-	-0-	N/A
\$ per Dependent Rate	-0-	-0-	N/A	-0-	-0-	N/A
Other						

Number of Employees:

	On Payroll	Ineligible*	Eligible	Enrolled in EMO
Health	258	66	192	N/A
Life	258	66	192	N/A
Dental	N/A	N/A	N/A	N/A

\*Reason for Ineligibility PART TIME EMPLOYEES ARE NOT ELIGIBLE FOR INSURANCE  
 (Note: 75% enrollment is required for contract continuation.)

COMMENTS: THE COUNTY PRESENTLY HAS TWO RETIREES ENROLLED AND PAYING THEIR OWN PREMIUM.  
ALSO, 3 ENROLLED UNDER COBRA, EXPIRING 6/1/95, 12/1/95 & 1/1/98.

My signature certifies that.

The above renewal information is accurate, and  
 The renewal rates were discussed with me prior to the effective date, and  
 will be used for payroll deduction purposes.  
 Any change in exposure could result in the right to adjust renewal rates.

  
 Signature of Group Executive

COUNTY JUDGE  
 Title of Executive

5/22/95  
 Date

\_\_\_\_\_  
 Signature of Representative  
 Blue Cross and Blue Shield of Texas, Inc

\_\_\_\_\_  
 Date

**COUNTY OF POLK**

Plan 1

VOL

TYPE OF SERVICE	In-Area Benefits		Out-of-Area Benefits TRADITIONAL
	IN NETWORK	OUT OF NETWORK	
<ul style="list-style-type: none"> <li>• General Provisions</li> <li>Calendar Year Deductible</li> <li>4th Quarter Calendar Year Carryover</li> <li>(Insurance Stoploss Maximum (calendar year))</li> <li>Lifetime Maximum Per Participant *</li> </ul>	\$400 Indiv/\$1,200 Family Yes \$2,000 Indiv/\$6,000 Family <i>In Network deductible and coins will not apply toward Out of Network deductible and coins</i> \$1,000,000	\$600 Indiv/\$1,800 Family Yes \$3,000 Indiv/\$9,000 Family <i>Out of Network deductible and coins will apply toward In Network deductible and coins</i> \$1,000,000	\$500 Indiv/\$1,500 Family Yes \$2,000 Indiv/\$6,000 Family \$1,000,000
<ul style="list-style-type: none"> <li>• Hospital Services**</li> <li>Semiprivate Room &amp; Board</li> <li>Services &amp; Supplies</li> <li>Intensive Care Unit</li> <li>Per Admission Deductible</li> <li>Non Recertification Penalty</li> </ul>	None None	None \$250	None \$250
<ul style="list-style-type: none"> <li>• Physician Services</li> <li>Services performed in physician office including same day Lab &amp; Xray</li> <li>Preventive Care including Routine Physicals Well Baby Exam, Immunizations, Vision &amp; Hearing Exams</li> <li>Inpatient Visits &amp; Surgery**</li> <li>Maternity Care**</li> </ul>	100% after \$15 co pay 100% after cal yr deductible 90% after cal yr deductible	70% after cal yr deductible 70% after cal yr deductible	80% after cal yr deductible 80% with \$250 maximum per 2 year period 80% after cal yr deductible

TYPE OF SERVICE	In-Area Benefits		Out-of-Area Benefits
	IN NETWORK	OUT OF NETWORK	
<ul style="list-style-type: none"> <li>Other Professional Services</li> <li>Diagnostic Lab &amp; Xrays, Outpatient or Office Surgery** (precertification for selected procedures) Home Infusion Therapy,*** Durable Medical Equipment, Renal Dialysis</li> </ul>	90% after cal yr deductible	70% after cal yr deductible	80% after cal yr deductible
<ul style="list-style-type: none"> <li>Emergency Room (ER) Treatment</li> <li>Accident and Medical Emergency Situation within 48 hours***</li> <li>Emergency Room Facility Charges (co pay waived if admitted)</li> <li>Emergency Room Physician Charges</li> <li>Non Emergency Situations</li> <li>Emergency Room Facility Charges (co pay waived if admitted)</li> <li>Emergency Room Physician Charges</li> </ul>	90% after cal yr deductible  90% after \$50 ER co pay	70% after cal yr deductible  70% after cal yr deductible	80% after cal yr deductible  80% after cal yr deductible
<ul style="list-style-type: none"> <li>Extended Care Services**</li> <li>Skilled Nursing Facility/Cal Yr Max</li> <li>Hospice Care/Lifetime Max</li> <li>Home Health Care/Cal Yr Max</li> <li>OR</li> <li>60 visits max per cal yr****</li> </ul>	100%/\$10,000* 100%/\$20,000* 100%/\$10,000*  Declined	70% after cal yr ded /\$ 7,000* 70% after cal yr ded /\$14,000* 70% after cal yr ded /\$ 7,000*  Declined	100%/\$10,000* 100%/\$20,000* 100%/\$10,000*  Declined
<ul style="list-style-type: none"> <li>Serious Mental Illness*****</li> </ul>	Same As Any Other Sickness Accepted		

TYPE OF SERVICE	In-Area Benefits		Out-of-Area Benefits TRADITIONAL
	IN NETWORK	OUT OF NETWORK	
<ul style="list-style-type: none"> <li>● Mental Health Care                             <ul style="list-style-type: none"> <li>Office/Outpatient Visits</li> <li>Office/Outpatient Visits Per Cal Yr **</li> <li>Psychological Testing</li> <li>Hospital Inpatient (Facility) **</li> <li>Hospital Inpatient (Physician) **</li> <li>Inpatient Days/Per Cal Yr (Facility and Physician) **</li> <li>Lifetime Maximum</li> </ul> </li> </ul>	100% after \$15 co pay ** 45* 90% after cal yr deductible ** 90% 90% after cal yr deductible 30* \$10,000*	70% after cal yr deductible ** 30* 70% after cal yr deductible ** 70% 70% after cal yr deductible 15* \$10,000*	50% after cal yr deductible Subject to lifetime maximum 50% after cal yr deductible 50% 50% after cal yr deductible Subject to lifetime maximum \$10,000*
<ul style="list-style-type: none"> <li>● Chemical Dependency                             <ul style="list-style-type: none"> <li>Provides lifetime max of 3 series of treatments ****</li> </ul> </li> <li>● In Vitro Fertilization ****</li> </ul>	Treatment in a physician's or professional other provider's office after completion of a treatment program is considered mental health care Same As Any Other Sickness ** Declined		
<ul style="list-style-type: none"> <li>● Physical Medicine Services*                             <ul style="list-style-type: none"> <li>Office Services/Cal Yr Max</li> </ul> </li> <li>● Prescription Drug Program (PDP Benefit)                             <ul style="list-style-type: none"> <li>Mail Service Prescription ___ Yes <input checked="" type="checkbox"/> No</li> </ul> </li> </ul>	90% after cal yr deductible 30 sessions/\$50 allowed per day	70% after cal yr deductible 30 sessions/\$50 allowed per day	80% after cal yr deductible 30 sessions/\$50 allowed per day
	\$12 Co pay brand name/\$8 Co pay generic N/A		

- Maximums include In and Out of Network and Traditional care
- Must be precertified
- A serious accident or medical condition, if not treated immediately might result in a life threatening situation
- Medical conditions not considered an emergency will pay the Other Professional Services benefit ratio
- State mandated offerings

NOTE Co pays continue after coinsurance stoploss maximums are reached  
 Prescription Drug Program co pay will not satisfy coinsurance stoploss maximum

## Summary of BlueChoice® Benefits

### The plan also includes the following provisions

- Employees and dependents will be credited with the amount of the calendar year deductible reached with the prior carrier
- Employees and dependents will be credited with the amount of coinsurance stoploss reached with the prior carrier
- Dependent children covered for maternity benefits
- Dependent children are covered until age 19, or 23 if a full time student. Disabled dependent children can be covered beyond age 19
- Automatic coverage for newborn infants for the first 31 days following birth. Infants may be enrolled for coverage within the first 31 days after birth with no medical underwriting
- Provider charges are paid according to BCBS TX determined Reasonable Charge and negotiated prices
- Services or supplies provided during the course of a hospital admission which commences prior to the effective date of the participant's coverage will not be covered
- The employee and dependent must be actively at work on the effective date of coverage as defined in the Contract
- Pre-existing conditions not otherwise excluded or limited by the contract or this proposal will be covered for all participants who were covered under the employer's group health care contract with another carrier immediately prior to the effective date of this contract and whose coverage becomes effective on the group contract effective date. All participants not enrolled under the prior group health care contract, and all subsequent enrollees (including dependents), will be subject to the 12 month pre-existing condition exclusion
- Refer to the Contract and Benefit Booklet for limitations and exclusions
- Coverage is contingent upon the following
  - An effective date of 6/1/95
  - The employer paying 100% of the employee only cost
  - A minimum enrollment of 175 employees
  - A monthly enrollment of no fewer than 158 employees
  - No additional taxes being imposed and no increase in existing taxes
  - The replacement of coverage stipulation on the following page





POLK COUNTY, TEXAS

**FIRE PROTECTION CONTRACT**

By and between  
**POLK COUNTY, TEXAS**  
and  
**SOUTH POLK COUNTY VOLUNTEER FIRE DEPARTMENT**

**STATE OF TEXAS §**

**COUNTY OF POLK §**

**KNOW ALL MEN BY THESE PRESENTS**

THIS CONTRACT is executed this 22nd day of May, 1995, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the SOUTH POLK COUNTY VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of South Polk County Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1 During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2 During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3 It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4 The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5 It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department if at any time it is determined by the department head, or acting department head of the Fire Department, that an

emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7 In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,038.56 Per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter, payment shall be made quarterly to DEPARTMENT.

8 All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

#### GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordmances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, msofar as DEPARTMENT is concerned, the Charter of the SOUTH POLK COUNTY VOLUNTEER FIRE DEPARTMENT

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performingg this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or busness address of the other party

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto

Executed this 22nd day of May, 1995

BY DEPARTMENT.

By COUNTY.

*Mike Bloch*

*John P Thompson*

South Polk County Volunteer Fire Department  
Signature of Fire Chief

Polk County, Texas  
Signature of Chief Elected Official  
John P Thompson  
County Judge



POLK COUNTY, TEXAS

**FIRE PROTECTION CONTRACT**

By and between  
**POLK COUNTY, TEXAS**  
and

**BIG THICKET LAKE ESTATES VOLUNTEER FIRE DEPARTMENT**

STATE OF TEXAS §

COUNTY OF POLK §

**KNOW ALL MEN BY THESE PRESENTS.**

THIS CONTRACT is executed this 22nd day of May, 1995, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the BIG THICKET LAKE ESTATES VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of Big Thicket Lake Estates Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions. and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1 During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2 During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3 It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities

4 The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5 It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department. if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7 In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,038.56 Per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter, payment shall be made quarterly to DEPARTMENT.

8 All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

**GENERAL PROVISIONS**

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Big Thicket Lake Estates

**VOLUNTEER FIRE DEPARTMENT**

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto

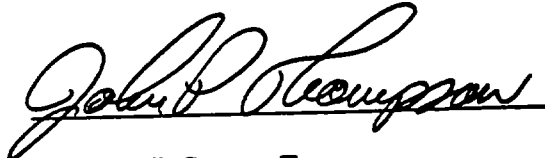
Executed this 22nd day of May, 1995

**BY DEPARTMENT:**

**By COUNTY:**



Big Thicket Lake Estates Volunteer Fire Department  
Signature of Fire Chief



Polk County, Texas  
Signature of Chief Elected Official  
John P. Thompson  
County Judge





POLK COUNTY, TEXAS

**FIRE PROTECTION CONTRACT**

**By and between  
POLK COUNTY, TEXAS  
and  
SCENIC LOOP VOLUNTEER FIRE DEPARTMENT**

**STATE OF TEXAS §**

**COUNTY OF POLK §**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS CONTRACT is executed this 22nd day of May, 1995, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the SCENIC LOOP VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of Scenic Loop Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1 During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2 During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3 It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4 The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5 It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department: if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7 In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 7,271.04 Per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter, payment shall be made quarterly to DEPARTMENT.

8 All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

#### GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordmances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defensives of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, msofar as DEPARTMENT is concerned, the Charter of the Scenic Loop VOLUNTEER FIRE DEPARTMENT

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, ether party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or busness address of the other party

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto

Executed this 22nd day of May, 1995

BY DEPARTMENT:

By COUNTY:

*Archie L. Adams*

*John P. Thompson*

Scenic Loop Volunteer Fire Department  
Signature of Fire Chief

Polk County, Texas  
Signature of Chief Elected Official  
John P. Thompson  
County Judge



POLK COUNTY, TEXAS

**FIRE PROTECTION CONTRACT**

**By and between  
POLK COUNTY, TEXAS  
and  
SEGNO VOLUNTEER FIRE DEPARTMENT**

**STATE OF TEXAS §**

**COUNTY OF POLK §**

**KNOW ALL MEN BY THESE PRESENTS**

THIS CONTRACT is executed this 22nd day of May, 1995, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the SEGNO VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of Segno Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions. and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1 During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2 During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3 It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4 The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5 It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7 In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,988.60 Per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter, payment shall be made quarterly to DEPARTMENT.

8 All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

#### GENERAL PROVISIONS

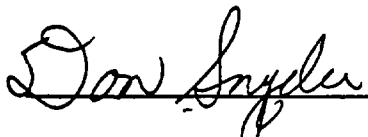
The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Segno VOLUNTEER FIRE DEPARTMENT

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party

This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto

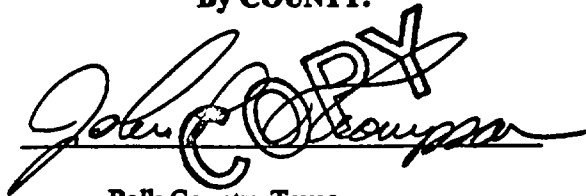
Executed this 22nd day of May, 1995

BY DEPARTMENT:

  
\_\_\_\_\_

Segno Volunteer Fire Department  
Signature of Fire Chief

By COUNTY:

  
\_\_\_\_\_

Polk County, Texas  
Signature of Chief Elected Official  
John P. Thompson  
County Judge





POLK COUNTY, TEXAS

**FIRE PROTECTION CONTRACT**

**By and between  
POLK COUNTY, TEXAS  
and  
INDIAN SPRINGS VOLUNTEER FIRE DEPARTMENT**

**STATE OF TEXAS §**

**COUNTY OF POLK §**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS CONTRACT is executed this 22nd day of May, 1995, by and between the COUNTY OF POLK, STATE OF TEXAS, hereinafter called "COUNTY," acting by and through its duly elected and qualified County Judge, and the INDIAN SPRINGS VOLUNTEER FIRE DEPARTMENT, a duly chartered Volunteer Fire Department in the State of Texas, hereinafter called "DEPARTMENT," under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the Fire Chief of Indian Springs Volunteer Fire Department, that it is advantageous to the named governmental and volunteer entity that services be exchanged between the COUNTY and DEPARTMENT with regard to rural fire protection, hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens with regard to the described functions. and

WHEREAS, it is agreed by the governing bodies of COUNTY and DEPARTMENT that

the consideration moving between the parties in support of this agreement is the exchange of services.

1 During the existence of this contractual relationship, Department shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by Department and at the expense of Department. Department will provide fire fighting/rescue services within the assigned Fire Zone located within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

2 During the existence of this contractual relationship, Department shall maintain a training certification and continuing education program as established for the Volunteer Fire Departments by the Polk County Commissioners Court and maintain minimum training standards as set forth by the State Firemen's and Fire Marshall's Association of Texas.

3 It is specifically agreed that Department shall be a party to a mutual aid fire protection agreement made by and between all volunteer fire departments within the jurisdictional boundaries of Polk County, Texas. This agreement is for the purpose of securing to each department the benefits of mutual aid in fire protection, in the protection of life and property from fire and in fire fighting/rescue activities.

4 The equipment and personnel utilized by Department in performing the fire fighting obligations set out herein shall be stationed and maintained within the assigned Fire Zone of the Department and at such places as may be designated by Department.

5 It is specifically agreed that the fire fighting equipment and personnel of Department shall give priority to calls within the assigned Fire Zone of the Department if at any time it is determined by the department head, or acting department head of the Fire Department,

that an emergency condition exists within the assigned Fire Zone of the Department, then any call or calls originating outside the assigned Fire Zone of the Department may be deferred or refused during the pendency of such emergency. Provided, however, that Department is obligated to exercise the utmost good faith in providing fire protection outside the assigned Fire Zone of the Department but within the county at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the Fire Department shall be final and shall not be subject to review by the governmental bodies of Polk County.

6 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the Fire Department which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that Department, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in amounts sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

7 In consideration for fire protection provided, COUNTY agrees to pay DEPARTMENT the sum of \$ 5,038.56 Per year for calls made within the jurisdictional boundaries of Polk County. DEPARTMENT will submit a Financial and Fire Response report to the County Auditor every quarter, payment shall be made quarterly to DEPARTMENT.

8 All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by Department and all supervisory responsibility and administrative control over the Fire Department shall remain with the Fire Department.

#### GENERAL PROVISIONS

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the DEPARTMENT waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as DEPARTMENT is concerned, the Charter of the Indian Springs VOLUNTEER FIRE DEPARTMENT

The term of this agreement shall be for five (5) years. The parties have the option to renew this agreement upon expiration of the five (5) year for an additional five year term. If, for any reason, either party is unable or unwilling to carry out the terms of this agreement, or it would become unduly burdensome for that party to continue performing this agreement, that party shall have the option to terminate this agreement upon sixty (60) days written notice to the other party at the headquarters or business address of the other party

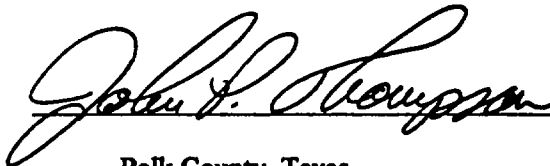
This agreement is effective as of the date of execution. This agreement supersedes any other fire protection contract or agreement between the parties hereto

Executed this 22nd day of May, 1995

BY DEPARTMENT:

By COUNTY:

\_\_\_\_\_  
Indian Springs Volunteer Fire Department  
Signature of Fire Chief



Polk County, Texas  
Signature of Chief Elected Official  
John P Thompson  
County Judge



**POLK COUNTY, TEXAS**

**INTERGOVERNMENTAL CONTRACT**

**By and Between  
POLK COUNTY, TEXAS  
and  
THE CITY OF LIVINGSTON , TEXAS**

**STATE OF TEXAS     §  
COUNTY OF POLK    §**

**KNOW ALL MEN BY THESE PRESENTS.**

THIS CONTRACT is executed this 22nd day of May, 1995, by and between the COUNTY OF POLK, STATE OF TEXAS, called "COUNTY", acting by and through its duly elected and qualified County Judge, and the CITY OF LIVINGSTON, a Home Rule City of Polk County, Texas, hereinafter called "CITY", under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas .

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Livingston, Texas, that it is advantageous to each named governmental entity that services be exchanged between the COUNTY and CITY with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions and

WHEREAS, it is agreed by the governing bodies of the COUNTY and the CITY that the consideration moving between the parties in support of this agreement is the exchange of services

as herem contemplated.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed

1 The contractual relationship created in this agreement shall begin on the date of execution as reflected above and shall continue until and through December 31, 1999. Thereafter, the contract shall be renewable for periods of one (1) year, but unless the governing body of either contracting entity elects to withdraw from the contractual relationship, this contract shall continue from year to year thereafter until canceled by a contracting party

2 The COUNTY and the CITY paying for the performance of governmental functions and services described in this contract shall make payment therefore from current revenues available to the paying party

3 The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

**FIRE PROTECTION**

**Within  
POLK COUNTY, TEXAS**

4 During the existence of this contractual relationship, CITY shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by CITY and at the expense of CITY. CITY will provide fire fighting services within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

5 The equipment and personnel utilized by CITY in performing the fire fighting

obligations set out herein shall be stationed and maintained within the Corporate Limits of the CITY and at such places as may be designated by CITY. CITY is not obligated to maintain and standby fire protection at places within Polk County other than is specified herein.

6 It is specifically agreed that the fire fighting equipment and personnel of CITY shall give priority to calls within the City of Livingston if at any time it is determined by the department head, or acting department head of the fire department of CITY, that an emergency condition exists within the corporate limits of CITY, then any call or calls originating outside the corporate limits may be deferred or refused during the pendency of such emergency. Provided, however, that CITY is obligated to exercise the utmost good faith in providing fire protection outside the City Limits but within the COUNTY at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the City Fire Department shall be final and shall not be subject to review by the governmental bodies of CITY or COUNTY.

7 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the governmental unit which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that CITY, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

8 In consideration for fire protection provided, COUNTY agrees to pay CITY the sum of \$ 21,994.88 Per year for calls outside the City of Livingston. CITY will submit a Financial and Fire Response Report to the County Auditor every quarter, payment shall be made quarterly to CITY.

All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by CITY and all supervisory responsibility and administrative control over the City Fire Department shall remain with CITY

**GENERAL PROVISIONS**

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the CITY waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as CITY is concerned, the Charter of the City of Livingston, Texas.

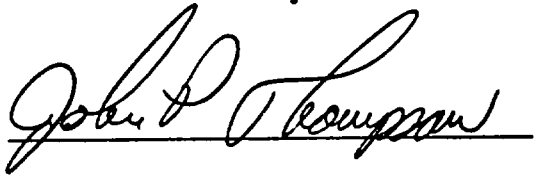
In connection with the subject matter of this contract, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, The COUNTY shall have no control over the equipping or housing of the Fire Department and shall have no control over the hiring, discharge, or utilization of Fire Department personnel.

Executed this 22nd day of May, 1995

By CITY.

By COUNTY.

\_\_\_\_\_



City of Livingston  
Signature of City Manager  
Sam Gordon  
City Manager

Polk County, Texas  
Signature of Chief Elected Official  
John P. Thompson  
County Judge





**POLK COUNTY, TEXAS**

**INTERGOVERNMENTAL CONTRACT**

**By and Between  
POLK COUNTY, TEXAS  
and  
THE CITY OF ONALASKA , TEXAS**

**STATE OF TEXAS §**

**COUNTY OF POLK §**

**KNOW ALL MEN BY THESE PRESENTS**

THIS CONTRACT is executed this 22nd day of May, 1992, by and between the COUNTY OF POLK, STATE OF TEXAS, called "COUNTY", acting by and through its duly elected and qualified County Judge, and the CITY OF ONALASKA, a General Law City of Polk County, Texas, hereinafter called "CITY", under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commssioners' Court of Polk County, Texas, and by the City Council of the City of Onalaska, Texas, that it is advantageous to each named governmental entity that services be exchanged between the COUNTY and CITY with regard to the governmental functions hereinafter described and that the exchange of such services will result in mcreased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions. and

WHEREAS, it is agreed by the governing bodies of the COUNTY and the CITY that the consideration moving between the parties in support of this agreement is the exchange of services

as herem contemplated

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed.

1 The contractual relationship created in this agreement shall begin on the date of execution as reflected above and shall continue until and through December 31, 1999. Thereafter, the contract shall be renewable for periods of one (1) year, but unless the governing body of either contracting entity elects to withdraw from the contractual relationship, this contract shall continue from year to year thereafter until canceled by a contracting party

2 The COUNTY and the CITY paying for the performance of governmental functions and services described in this contract shall make payment therefore from current revenues available to the paying party

3 The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

#### **FIRE PROTECTION**

##### **Within POLK COUNTY, TEXAS**

4 During the existence of this contractual relationship, CITY shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by CITY and at the expense of CITY. CITY will provide fire fighting services within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

5 The equipment and personnel utilized by CITY in performing the fire fighting

obligations set out herein shall be stationed and maintained within the Corporate Limits of the CITY and at such places as may be designated by CITY. CITY is not obligated to maintain and standby fire protection at places within Polk County other than is specified herein.

6 It is specifically agreed that the fire fighting equipment and personnel of CITY shall give priority to calls within the City of Onalaska if at any time it is determined by the department head, or acting department head of the fire department of CITY, that an emergency condition exists within the corporate limits of CITY, then any call or calls originating outside the corporate limits may be deferred or refused during the pendency of such emergency. Provided, however, that CITY is obligated to exercise the utmost good faith in providing fire protection outside the City Limits but within the COUNTY at all time. In connection with the determination of an emergency under this paragraph, the decision of the department head, or acting department head of the City Fire Department shall be final and shall not be subject to review by the governmental bodies of CITY or COUNTY.

7 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the governmental unit which would be responsible for furnishing the services in the absence of this contract or agreement. Provided, however, that CITY, at its own expense, shall provide liability insurance coverage for all vehicles used in responding to fires in the County and which insurance coverage shall be in limits sufficient to protect all parties against liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

8 In consideration for fire protection provided, COUNTY agrees to pay CITY the sum of \$9,310.00 Per year for calls outside the City of Onalaska. CITY will submit a Financial and Fire Response Report to the County Auditor every quarter, payment shall be made quarterly to CITY.

All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by CITY and all supervisory responsibility and administrative control over the City Fire Department shall remain with CITY

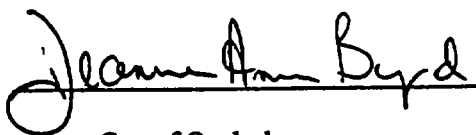
**GENERAL PROVISIONS**

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the CITY waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as CITY is concerned, the Charter of the City of Onalaska, Texas.

In connection with the subject matter of this contract, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, The COUNTY shall have no control over the equipping or housing of the Fire Department and shall have no control over the hiring, discharge, or utilization of Fire Department personnel.

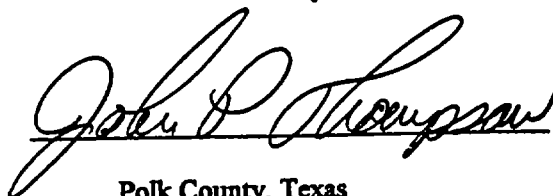
Executed this 22nd day of May, 1995

**By CITY:**



City of Onalaska  
Signature of Mayor  
Jeanne Byrd  
Mayor, City of Onalaska

**By COUNTY:**



Polk County, Texas  
Signature of Chief Elected Official  
John P. Thompson  
County Judge



**POLK COUNTY, TEXAS**

**INTERGOVERNMENTAL CONTRACT**

**By and Between  
POLK COUNTY, TEXAS  
and  
THE CITY OF CORRIGAN , TEXAS**

**STATE OF TEXAS §**

**COUNTY OF POLK §**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS CONTRACT is executed this 22nd day of May, 1995, by and between the COUNTY OF POLK, STATE OF TEXAS, called "COUNTY", acting by and through its duly elected and qualified County Judge, and the CITY OF CORRIGAN, a Home Rule City of Polk County, Texas, hereinafter called "CITY", under the terms, authority and provisions of Article 4413 (32c) of the Revised Civil Statutes of the State of Texas.

WHEREAS, it has been found and determined by the Commissioners' Court of Polk County, Texas, and by the City Council of the City of Corrigan, Texas, that it is advantageous to each named governmental entity that services be exchanged between the COUNTY and CITY with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions and

WHEREAS, it is agreed by the governing bodies of the COUNTY and the CITY that the consideration moving between the parties in support of this agreement is the exchange of services

as herem contemplated

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter described, it is agreed

1 The contractual relationship created in this agreement shall begin on the date of execution as reflected above and shall continue until and through December 31, 1999.  
Thereafter, the contract shall be renewable for periods of one (1) year, but unless the governing body of either contracting entity elects to withdraw from the contractual relationship, this contract shall continue from year to year thereafter until canceled by a contracting party

2 The COUNTY and the CITY paying for the performance of governmental functions and services described in this contract shall make payment therefore from current revenues available to the paying party

3 The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service of services contemplated by this agreement.

**FIRE PROTECTION**

**Within  
POLK COUNTY, TEXAS**

4 During the existence of this contractual relationship, CITY shall maintain a fire department and all property, real and personal, necessary to the operation of such fire department, and all personnel, utilized by such fire department shall be furnished by CITY and at the expense of CITY. CITY will provide fire fighting services within Polk County, Texas, in accordance with a subject to the terms and conditions set out.

5 The equipment and personnel utilized by CITY in performing the fire fighting

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7 In the furnishing of fire protection service under this contract, any civil liability relating to the furnishing of those services shall be the responsibility of the governmental unit which would be responsible for furnishing the services in the absence of this contract or agreement Provided, however, that CITY, at its own expense, shall provide liability msurance coverage for all vehicles used in respondng to fires in the County and which msurance coverage shall be in limits sufficient to protect all parties aganst liability arising out of exposure defined under Article 6252-19 of the Revised Civil Statutes of Texas. (Texas Tort Claims Acts)

8 In consideration for fire protection provided, COUNTY agrees to pay CITY the sum of \$ 13,195.48 Per year for calls outside the City of Corrigan. CITY will submit a Financial and Fire Response Report to the County Auditor every quarter, payment shall be made quarterly to CITY

All expenses incurred in the furnishing of fire fighting service under this agreement shall be borne by CITY and all supervisory responsibility and administrative control over the City Fire Department shall remain with CITY

**GENERAL PROVISIONS**

The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the CITY waive, modify or affect to any extent whatsoever the availability of the defenses of governmental immunity to tort liability available to each of them under the laws of the State of Texas, and, insofar as CITY is concerned, the Charter of the City of Corrigan, Texas.

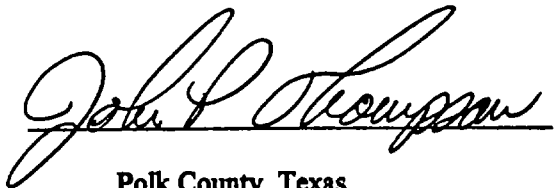
In connection with the subject matter of this contract, the governmental units furnishing services shall have exclusive policy making authority pertinent to the services furnished. That is, The COUNTY shall have no control over the equipping or housing of the Fire Department and shall have no control over the hiring, discharge, or utilization of Fire Department personnel.

Executed this 22nd day of May, 1995

**By CITY:**

**By COUNTY:**

\_\_\_\_\_



City of Corrigan  
Signature of City Manager  
B K. Johnson  
City Manager

Polk County, Texas  
Signature of Chief Elected Official  
John P. Thompson  
County Judge



PINTO CONSTRUCTION INC  
 P O DRAWER 631878  
 NACOGDOCHES, TEXAS 75963-1878  
 PHONE 409-569-6155

MARCH 24, 1995

POLK COUNTY PRECINCT 1 (MR B E SPEIGHTS)  
 STREET SIZES AND COSTS FOR SEAL COAT

STREET NAME	LENGTH	WIDTH	SQUARE YARDS	NO OF COATS	UNIT PRICE	TOTAL COST
* LAKE SHORE II	2,640 00	16 00	4,693 33	2	\$1 65	\$7,744 00
INDIAN HILLS #1	5,280 00	16 00	9,386 67	2	\$1 65	\$15,488 00
STEVENS LANE	4,224 00	16 00	7,509 33	2	\$1 65	\$12,390 40
* TIGERVILLE ROAD	1,584 00	14 00	2,464 00	2	\$1 65	\$4,065 60
INDIAN HILLS #2	1,320 00	16 00	2,346 67	2	\$1 65	\$3,872 00
SUN DANCE	3,168 00	16 00	5,632 00	2	\$1 65	\$9,292 80
MANGRUM ROAD	2,640 00	16 00	4,693 33	2	\$1 65	\$7,744 00 <i>cut</i>
FERMA MANGRUM RD	40 00	16 00	71 11	2	\$1 65	\$117 33
TEMPE TIMBERS	3,168 00	16 00	5,632 00	2	\$1 65	\$9,292 80
TEMPE TIMBERS	3,168 00	14 00	4,928 00	2	\$1 65	\$8,131 20 <i>cut</i>
STALION STATION RD	1,584 00	16 00	2,816 00	2	\$1 65	\$4,646 40
CHESSWOOD SUBD	3,168 00	16 00	5,632 00	2	\$1 65	\$9,292 80
WINDHAM RD	4,488 00	16 00	7,978 67	2	\$1 65	\$13,164 80 <i>cut \$5,420 to</i>
LAKE LIVINGSTON #1	2,640 00	16 00	4,693 33	2	\$1 65	\$7,744 00 <i>4x made</i>
LAKE LIVINGSTON #1	2,640 00	14 00	4,106 67	2	\$1 65	\$6,776 00 <i>cut</i>
* HOLIDAY LAKES	5,280 00	16 00	9,386 67	2	\$1 65	\$15,488 00 <i>\$3872.00 cut</i>
HOLIDAY LAKES (PATCH	1,056 00	16 00	1,877 33	1	\$0 95	\$1,783 47
* OAK TERRACE	2,112 00	16 00	3,754 67	2	\$1 65	\$6,195 20
* PUTNAM LANDING	3,696 00	16 00	6,570 67	2	\$1 65	\$10,841 60 <i>\$3,100.00 cut</i>
* LAKE LIVINGSTON 2&3	2,640 00	16 00	4,693 33	2	\$1 65	\$7,744 00
TAYLOR LAKES	4,752 00	16 00	8,448 00	1	\$0 95	\$8,025 60
* HOLLY GROVE ROAD	5,280 00		9,386 67	2	\$1 65	\$15,488 00
TOTAL COST---						\$167,112 00

\*  
**Pct. #1 Permanent Road Improvements**  
**Commissioners Court, May 22, 1995**



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VOL

41 PAGE 465

## RESOLUTION

OF THE POLK COUNTY COMMISSIONERS' COURT

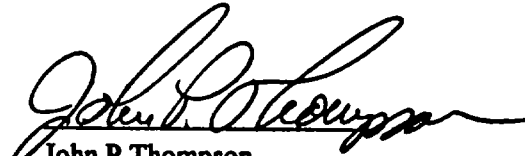
(RELATED TO COUNTY COURT AT LAW FILING FEES)


WHEREAS, on this, the 22 day of May, 1995, at 10 00 a m , the Commissioners' Court of Polk County, Texas met in a properly called and posted public session in the Commissioners' Court meeting room of the County Courthouse, with the County Judge and all four Commissioners present and voting, pursuant to statutory notice and call, and after having given and posted the required public notice for more than seventy-two hours prior to said meeting, as required by the Texas Open Meetings Law, for the announced purpose of adopting a resolution pertaining to County Court at Law filing fees and related requirements


THEREON, upon a motion duly made and seconded, the following RESOLUTION ADOPTING AND ORDERING FILING FEES PAID, was passed unanimously and adopted

RESOLVED, that as the Commissioners' Court, we do hereby authorize and order the collection and remittance to the State Controller of the State of Texas of those certain Court fees as authorized under Section 51 702 of the Government Code of the State of Texas, to be remitted at least monthly for the period of July 1, 1995 for one calendar year FURTHER, this Court authorizes compliance with all conditions of Chapter 746 of the Acts of the 72nd Legislature (HB No 66, AN ACT relating to the creation, jurisdiction, and administration of certain county and statutory county courts, to the creation of multicounty statutory county courts, and to the qualifications of office for and compensation of judges of certain courts and certain county attorneys) including but not limited to collection of fees, remittance of fees to the Controller of the State of Texas, jurisdiction, judicial qualifications and compensation as they relate to the County Court at Law of Polk County, Texas The clerk of this Court is hereby authorized and ordered to file a properly authenticated copy of this resolution with the Controller not later than June 1, 1995

Announcements were made as required by law, and upon motion duly made, seconded and unanimously passed, this Resolution is hereby approved and recorded in the records of the Polk County Commissioners' Court this 22nd day of May, 1995

  
John P Thompson  
County Judge

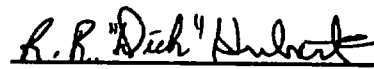
  
B E Speights  
Commissioner, Precinct #1

  
Bobby Smith  
Commissioner, Precinct # 2

Not Present  
James J Buddy Purvis  
Commissioner, Precinct #3

Attest

  
Barbara Middleton  
County Clerk

  
R. R Dick Hubert  
Commissioner, Precinct #4

Item # 10



COMPTROLLER OF PUBLIC ACCOUNTS  
STATE OF TEXAS  
AUSTIN, 78774

May 15, 1995

RECEIVED

MAY 18 1995

The Honorable John P Thompson  
County Judge  
Polk County  
County Courthouse, 3rd Floor  
Livingston, TX 77351-3201

Dear Judge Thompson.

This letter is a reminder about the Supplemental Salary Program for Statutory County Court Judges. This program was adopted by the Texas Legislature in 1991. It allows counties to impose additional court costs and filing fees in certain county courts. The funds collected by the clerk of the court are sent to the Comptroller's office monthly for deposit into the Judicial Fund. These funds are then pooled and allocated back to your county based on the number of statutory county court-at-law judges.

If your county wants to participate, your commissioners court must annually adopt a resolution permitting the clerk to collect the fees and costs authorized by Section 51.702 of the Government Code. The resolution must be submitted to the Comptroller on or before June 1 of each year. Failure to file the adopted resolution by June 1 nullifies your county's participation in the program for the twelve-month period. In the past, certain counties have missed this deadline by filing resolutions with our office after June 1. The statute is very clear regarding the June 1 deadline, and we have no authority to waive that deadline. Accordingly, if your county wants to participate in this program for the twelve-month period beginning July 1, you should adopt the appropriate resolution and file it with the Comptroller before June 1. The resolution should be sent to the following address:

Comptroller of Public Accounts  
Attn. Kathleen Bazan, Revenue Accounting Division  
Post Office Box 13528  
Austin, Texas 78711-3528

To simplify this process for counties that want to participate in this program, the Comptroller's office has proposed legislation that will eliminate the annual filing requirement. If the legislation is enacted, a county's election to participate in the program will remain in effect until the county notifies the Comptroller's office of its withdrawal from the program. We are monitoring this legislation, and will keep you advised regarding its progress.

If you have any questions or require assistance concerning this matter, please contact Ms. Bazan at 1-800-531-5441, ext. 5-1090.

Sincerely,

Jacob Salisbery  
Manager, Local Assistance Division

cc: County Clerk

Schedule of Bills by Fund

"LIVE" MANUAL CHECKS

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
49	District Attorney Hot Check Fund	891 52
<b>TOTAL OF ALL FUNDS</b>		<u>891 52</u>

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

Date 5-11-95

Approved by

*Shawn Bennett*  
County Auditor

*John R. Stinger*

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	11,976 67
18	Road and Bridge, Pct #2	163 34
20	Road and Bridge, Pct #3	545 17
22	Road and Bridge, Pct #4	141 23
32	Environmental Services	305 15
51	Aging Department	455 04
88	Judiciary Fund	387 50
<b>TOTAL OF ALL FUNDS</b>		<b>13,974 10</b>

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

Date 5-15-95

Approved by

Karen Pommert

County Auditor

John R. Stimpert

Schedule of Bills by Fund

**"LIVE" MANUAL CHECKS**

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
49	District Attorney Hot Check Fund	217 28
<b>TOTAL OF ALL FUNDS</b>		<u>217 28</u>

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

Date 5-16-85

Approved by

*James Bennett*  
*County Auditor*  
*John P. Adams*

**Schedule of Bills by Fund**

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	62,126 31
11	Hotel Tax	4,007 86
16	Road and Bridge, Pct #1	7,437 66
18	Road and Bridge, Pct #2	12,408 09
20	Road and Bridge, Pct #3	6,574 73
22	Road and Bridge, Pct #4	3,182 14
24	Permanent Road Fund	23,232 00
26	Lateral Road	568 52
32	Environmental Services	4,062 69
34	Fema Disaster Funds	10,675 00
49	District Attorney Hot Check Fund	15 88
51	Aging Department	10,028 11
61	Debt Service	32,763 74
70	Environmental Service - 1994 C/O Issue	27,559 82
71	1991 Tax Rev/Envr Service c/o Issue	7,716 45
73	Jail/Bldg Renovation - C/O Issue	1,250 00
94	County Records Mgmt Fund	4,992 14
<b>TOTAL OF ALL FUNDS</b>		<b>218,601 14</b>

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

Date 5-17-95

Approved by

*Kevin Lee Bennett*  
*County Auditor*  
*John P. Sawyer*



VOL

Schedule of Bills by Fund

<u>Fund</u>	<u>Description</u>	<u>Disbursements</u>
10	General	151,769 68
15	Road and Bridge Administration	10,031 04
16	Road and Bridge, Pet #1	9,035 87
18	Road and Bridge, Pet #2	6,509 18
20	Road and Bridge, Pet #3	13,185 09
22	Road and Bridge, Pet #4	9,826 87
32	Environmental Services	14,975 49
48	District Attorney Special Fund	2,301 24
51	Aging Department	7,962 04
101	Adult Probation	26,610 99
104	DTP - CSR Probation	1,379 77
106	CCP - SOTP Probation	177 71
107	CCP Corrigan Office	1,476 99
108	CCP - Surveillance	2,483 23
184	Juvenile Probation	3,452 27
185	CCAP - Juvenile Probation	4,084 56
<b>TOTAL OF ALL FUNDS</b>		<u>265,262 02</u>

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

Date 5-19-95

Approved by *Pauline Bennett*

*County Auditor*

*John P. Thompson*

DATE MAY 09, 1995 THROUGH MAY 19, 1995

NO.	NAME	DEPT	JOB CLASSIFICATION	TYPE E PLOYEE	SALARY GROUP	ACTION T EN
(1)	DAVID GOODWIN	WASTE MGT	#108 HEAVY EGT OPER.	REGULAR FULL-TIME	132 \$17,780.88	RECLASS TO HEAVY EGT OPER/ASST LANDFILL SUPERVISOR 13/4 \$18,676.32 EFFECTIVE 05/17/95
(2)	COLLIS PLACKER	WASTE MGT	#912 LANDFILL SUPERVISOR	REGULAR FULL-TIME	158 \$22,748.44	RESIGNATION EFFECTIVE 05-12-95
(3)	LEVEAL ROBERTS	WASTE MGT	#106 HEAVY EGT OPER/ASST SUPER	REGULAR FULL-TIME	137 \$20,104.76	DISMISSAL EFFECTIVE 05-12-95
(4)	DANIEL HAVARD	SHERIFF	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	141 \$18,228.60	NEW-HIRE EFFECTIVE 08-01-95
(5)	JASON BRIDGES	SHERIFF	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL TIME	141 \$18,228.60	NEW-HIRE EFFECTIVE 08-05-95
(7)						
(8)						
(9)						
(10)						
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						