

True copy

FILED AND RECORDED  
OFFICIAL PUBLIC RECORD  
POLK COUNTY TEXAS



VOL. 43 PAGE 617

97 JUL -9 AM 9 25

*Barbara Middleton*  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO

**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 67**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, July 14, 1997 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 Wednesday, July 9, 1997

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 Wednesday, July 9, 1997, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, July 9, 1997

Barbara Middleton, County Clerk

By *Barbara Middleton*



**CALL TO ORDER**

- 1 WELCOME - Receive Public Comments
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, June 23, 1997

**OLD BUSINESS**

- 4 RECEIVE INFORMATION AND TAKE ANY/ALL NECESSARY ACTION PERTAINING TO THE HOLDING OF THE AUGUST 9TH CONSTITUTIONAL AMENDMENT ELECTION

**NEW BUSINESS**

- 5 CONSIDER RENEWAL OF INDIGENT HEALTH CARE SERVICES CONTRACT BETWEEN POLK COUNTY AND UTMB - GALVESTON
- 6 APPROVE CONSOLIDATED TAX COLLECTION CONTRACTS
- 7 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO WASTE MANAGEMENT ENFORCEMENT VEHICLE (Plant strike has delayed production beyond grant deadline )
- 8 APPROVE END OF YEAR TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM DEPOSITS FOR LYNN WHEAT FOR TIME PERIOD 9/18/96 - 4/01/97
- 9 CORRECT JUNE 11 MINUTES, ITEM #3, TO READ "WITH NOTED CORRECTIONS", RATHER THAN "WITH NOTED AMENDMENTS"
- 10 CONSIDER APPROVAL TO ADVERTISE FOR PURCHASE OF BOOM MOWER AND TRACTOR, TO BE SHARED BY ROAD & BRIDGE PRECINCTS 2 & 4
- 11 CONSIDER APPROVAL TO ADVERTISE FOR SALE/TRADE OF BOOM MOWER AND TRACTOR, ROAD & BRIDGE PRECINCTS 2 & 4
- 12 CONSIDER APPROVAL TO ISSUE TWO YEAR TIME WARRANT FOR ROAD & BRIDGE PRECINCT 2 PURCHASE OF GRADEALL IN THE AMOUNT OF \$14,999 00 (Said amount being exempt from competitive bidding process )
- 13 ACCEPT ROAD & BRIDGE PRECINCT 2 LISTING OF COUNTY MAINTAINED ROADS
- 14 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #97-07, "ROAD & BRIDGE, PCT 3 - PURCHASE OF SMALL NEW/USED DOZER"
- 15 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #97-08, "SALE OF SURPLUS SCRAP IRON"

- 16 CONSIDER APPROVAL OF BUDGET AMENDMENT #97-13**
- 17 CONSIDER INTERLOCAL AGREEMENTS FOR ROAD CONSTRUCTION AND REPAIRS WITHIN THE INCORPORATED LIMITS, BETWEEN POLK COUNTY AND THE CITIES OF CORRIGAN, GOODRICH, LIVINGSTON, ONALASKA AND SEVEN OAKS**

**CONSENT AGENDA ITEMS**

- 18 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)**
- 19 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS**

**ADJOURN**

**Next regularly scheduled meeting - July 28, 1997, 10 00 a m**

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
POLK COUNTY, TEXAS



97 JUL 11 AM 10 29

*Barbara Middleton*  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO

COMMISSIONERS COURT  
OF  
POLK COUNTY, TEXAS

**ADDENDUM TO NOTICE OF MEETING #67**

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE REGULAR MEETING OF THE POLK COUNTY COMMISSIONERS COURT SCHEDULED FOR MONDAY - JULY 14, 1997 AT 10 00 A.M.

**ADD.**

20 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID FOR ON-SITE SEWER CONTRACTOR, PACKAGES F THROUGH J, TCDP CONTRACT NO 715641.

21. CONSIDER APPROVAL OF PCT. #4 PERMANENT ROAD IMPROVEMENTS

Dated and Posted on July 11, 1997

Commissioners' Court - 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 at the door of the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on July 11, 1997, and said notice remained so posted continuously for seventy-two (72) hours preceding the scheduled time of said meeting

ATTEST,

*Barbara Middleton*  
Barbara Middleton, County Clerk

STATE OF TEXAS } DATE JULY 14, 1997  
 COUNTY OF POLK } REGULAR CALLED MEETING  
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 14th DAY OF JULY, 1997 THE HONORABLE COMMISSIONERS COURT MET IN 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, PCT #3, R R "DICK" HUBERT, COMMISSIONER PCT#4, BARBARA MIDDLETON, COUNTY CLERK, & KAREN REMMERT, COUNTY AUDITOR, WHEN & WERE AMONG OTHER PROCEEDINGS HAD CONSIDERED AND PASSED

- 1 MEETING WAS CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM  
 PUBLIC COMMENTS
  - a BILL HARDY FRIEND OF THE COURT, COMMENTED ON THE GRANT FUNDS FOR DRUG INTERDICTION
- 2 INFORMATIONAL REPORTS
  - a TAX COLLECTOR "BID" SMITH, UPDATE ON COLLECTION OF TAXES FOR (1996) RUNNING ABOUT 02 OF 1%, SLIGHTLY HIGHER THAN THE PREVIOUS YEAR
  - b WASTE MANAGEMENT JAMES RICHARDSON UPDATE ON JULY 4th WEEK-END COLLECTIONS HIS DEPARTMENT IS LOOKING FOR WAYS TO IMPROVE OPERATIONS
  - c EMERGENCY MANAGEMENT JOHN McDOWELL INFORMED COURT THAT THE GRANT FUNDS FOR COMPUTER UPGRADE HAS BEN APPROVED HE SAID HIS DEPT IS BEING ENGULFED WITH PERMIT APPLICATIONS FOR CONSTRUCTION IN FLOOD PLAIN
  - d COMMISSIONER HUBERT THANKED WASTE MANAGEMENT FOR ALL THEIR HELP IN GETTING A DUMP SITE CLEANED UP ON BENNY GRIFFIN ROAD
  - e SYLVIA BIVINS COUNTY EXTENSION AGENT, PRESENTED CERTIFICATES TO THE COMMISSIONERS THAT ATTENDED THE V G YOUNG INSTITUTE IN COLLEGE STATION THIS SPRING
- 3 MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE MINUTES OF MEETING JUNE 23, 1997  
 ALL VOTING YES
- 4 (a) MOTIONED BY R R "DICK" HUBERT, SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE HOLDING THE AUGUST 9th, "Special" AMENDMENT ELECTION, WITH APPROVAL OF ALL (18) PRECINCTS ON ELECTION DAY  
 ALL VOTING YES  
 (b) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO WAIVE TRAINING OF ELECTION JUDGES/ALTERNATES FOR 8/9/97 ELECTION AND AMENDMENT ELECTION IN NOVEMBER, 1997  
 ALL VOTING YES

- 5 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE RENEWAL OF INDIGENT HEALTH CARE SERVICES CONTRACT BETWEEN POLK COUNTY AND UTMB-GALVESTON, AND AUTHORIZE JUDGE JOHN THOMPSON, TO SIGN ON BEHALF OF THE COUNTY  
ALL VOTING YES (COPY ATTACHED)
- 6 MOTIONED BY MOTIONED BY BOBBY SMITH, SECONDED JAMES J "Buddy" PURVIS TO APPROVE CONSOLIDATED TAX COLLECTION CONTRACTS  
ALL VOTING YES (COPIES ATTACHED)
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO REJECT PREVIOUSLY AWARDED PURCHASE, & TO RATIFY PURCHASE OF WASTE MANAGEMENT ENFORCEMENT VEHICLE, IN THE AMOUNT OF \$20,195 00, (Due to plant strike has delayed production beyond grant deadline)  
ALL VOTING YES
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT APPROVE END OF YEAR DEPOSITS FOR LYNN WHEAT, WITH TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM TIME PERIOD 9/18/96 TO 4/01/97  
ALL VOTING YES
- 9 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE CORRECTION FOR MINUTES OF JUNE 11, 1997, ITEM #3, TO READ "WITH NOTED CORRECTIONS"  
ALL VOTING YES
- 10 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE PURCHASE ON 2-YR TIME WARRANT, OF BOOM MOWER AND TRACTOR, FOR ROAD & BRIDGE PCTS #2 & 4  
ALL VOTING YES
- 11 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS APPROVE TO ADVERTISE FOR SALE/TRADE OF BOOM MOWER, ASSET #015622-00105, SERIAL#707052, ROAD & BRIDGE PCTS #2 & 4  
ALL VOTING YES
- 12 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, TO APPROVE TWO YEAR TIME WARRANT FOR ROAD & BRIDGE PCT#2 PURCHASE OF GRADE ALL IN THE AMOUNT OF \$ 14,999 00, (SAID AMOUNT BEING EXEMPT FROM COMPETITIVE BIDDING PROCESS)  
ALL VOTING YES
- 13 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS TO ACCEPT ROAD & BRIDGE PCT #2, LISTING OF COUNTY MAINTAINED ROADS  
ALL VOTING YES (SEE ATTACHED)
- 14 BID #97-07 "ROAD & BRIDGE PCT#3  
MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BOBBY SMITH, TO REJECT ALL BIDS RECEIVED, PURCHASE IS NOT NECESSARY  
ALL VOTING YES

- 15 BID #97-08 "SALE OF SURPLUS SCRAP IRON"- RECEIVED NO BIDS  
MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO  
ALLOW EACH DEPARTMENT TO SELL THEIR SCRAP IRON TO ANY VENDOR OF  
THEIR CHOICE, & TO ATTAIN THE BEST PRICE AVAILABLE  
ALL VOTING YES
- 16 MOTIONED BY BOBBY SMITH SECONDED BY JAMES J "Buddy" PURVIS TO APPROVE  
BUDGET AMENDMENT #97-13  
ALL VOTING YES (SEE ATTACHED)
- 17 MOTIONED BY BOBBY SMITH SECONDED BY B E "Slim" SLEIGHTS TO "TABLE"  
ITEM #17 - CONSIDER INTERLOCAL AGREEMENTS FOR ROAD CONSTRUCTION  
AND REPAIRS WITHIN THE INCORPORATED LIMITS, BETWEEN POLK COUNTY  
AND THE CITIES OF CORRIGAN, GOODRICH LIVINGSTON, ONALASKA AND  
SEVEN OAKS  
ALL VOTING YES
- 18 MOTIONED BY BOBBY SMITH SECONDED BY B E "Slim" SLEIGHTS TO APPROVE  
PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUM  
ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
6-23-97	24 066 82	124651 124677
6-23-97	4 50	124652
6-23-97	12,524 29	124656 - 124672
6-24-97	159 65	124678
6-26-97	4 331 47	124679 - 124716
6-26-97	10 118 83	216 - 219
6-26-97	4 776 00	1024 1025 1026
6-26-97	26,782 00	126 127 128
6-26-97	298 88	1006
6-27-97	183 712 02	124717 - 124724
6-27-97	224 99	124725 - 124726
7-1-97	103 163 02	124727 - 124734
7-1-97	6,831 00	124735 - 124738
7-8-97	612,083 67	124739 - 124829
7-9-97	168,470 70	124830 - 124997
7-10-97	14,784 24	220 , 221
6-26-97	(150 00)	VOID-CK#124162

7-9-97	7,665 55	ADDENDUM TO APPEAR ON FUTURE SCHEDULE
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- 19 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE PERSONNEL ACTION FORMS  
ALL VOTING YES (SEE ATTACHED)
  
- 20 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO AWARD BID TO FOUR-D CONSTRUCTION, FOR ON-SITE SEWER CONTRACTOR, PACKAGES F THROUGH J, TCDP CONTRACT NO 715641  
ALL VOTING YES (SEE ATTACHED)
  
- 21 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SLEIGHTS TO APPROVE PCT #4 PERMANENT ROAD IMPROVEMENTS OF \$ 36,000 00 OF THE SODA LOOP EAST AND WEST (APPROX ONE MILE OF EACH)  
ALL VOTING YES
  
- 22 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SLEIGHTS TO ADJOURN COURT THIS 14th DAY OF JULY, 1997 AT 10 38 AM  
ALL VOTING YES

  
\_\_\_\_\_  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST

  
\_\_\_\_\_  
BARBARA MIDDLETON, COUNTY CLERK



CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES

THE STATE OF TEXAS   #

COUNTY   OF   POLK   #

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the POLK COUNTY FRESH WATER SUPPLY DISTRICT NO. 2, hereinafter referred to as the "District", and

WHEREAS, the POLK COUNTY FRESH WATER SUPPLY DISTRICT NO. 2, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers; and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows

1.

Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the District for ad valorem tax purposes beginning on June 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the District all necessary duties as authorized and required by law, and the District does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the District, including the collection of all delinquent taxes owing to said District

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the District, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the District full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the District informed of all financial information affecting the District.

3.

Upon execution of this agreement, the District agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing

3

or locating any other information and records deemed necessary by the County in performing its duties. All original records and information shall be delivered to the County by the date specified in paragraph 1 above

4.

The District hereby authorizes the County to contract on the District's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code The District further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the District by such private legal counsel

5.

The District shall pay no costs to the County for collection of the District's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs The costs will be the amount of expenses actually accrued while performing the tax collection duties for the District The District will be notified in advance of these costs.

6.

The District acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and

4

sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the District A copy of the audit results shall be furnished to the County

8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if District requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the District and in such amount as determined by the

5

governing body of the District The premium for any such bond required by the District shall be paid by the District.

9.

The County agrees to make payments of taxes collected into such depositories as selected by the District, or, at the option of the District, to make such payments directly to the District. Such payments with respect to current-year taxes shall be remitted to the District or the District's depository bank on a daily basis during peak collection periods With respect to delinquent taxes collected, payments shall be made on a weekly basis

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the District to the other party participating in this contract Such notice shall be given at least 60 days prior to the automatic renewal date

11.

Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District

13.

The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District.

14.

This agreement supersedes any and all agreements and contracts heretofore executed by the POLK COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 and those by and between the County and the District relative to the collection of taxes.


IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997.


COUNTY OF POLK

  
BY: JOHN THOMPSON, County Judge

ATTEST:

APPROVED:

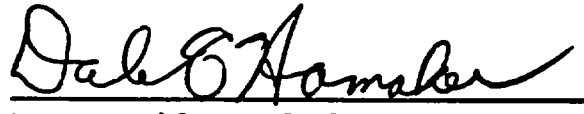
  
BARBARA MIDDLETON,  
County Clerk

  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

POLK COUNTY FRESH WATER  
SUPPLY DISTRICT NO. 2

  
Secretary of the  
Board of Trustees

  
BY: President of the  
Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

THE STATE OF TEXAS   #

COUNTY   OF   POLK   #

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the MEMORIAL POINT UTILITY DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the MEMORIAL POINT UTILITY DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows

1.

Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the District for ad valorem tax purposes beginning on October 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the District all necessary duties as authorized and required by law, and the District does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the District, including the collection of all delinquent taxes owing to said District

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the District, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the District full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the District informed of all financial information affecting the District.

3.

Upon execution of this agreement, the District agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing

3

or locating any other information and records deemed necessary by the County in performing its duties All original records and information shall be delivered to the County by the date specified in paragraph 1 above

4.

The District hereby authorizes the County to contract on the District's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code The District further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the District by such private legal counsel

5.

The District shall pay no costs to the County for collection of the District's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs The costs will be the amount of expenses actually accrued while performing the tax collection duties for the District The District will be notified in advance of these costs.

6.

The District acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and

sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

## 7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the District A copy of the audit results shall be furnished to the County

## 8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if District requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the District and in such amount as determined by the

governing body of the District The premium for any such bond required by the District shall be paid by the District

9.

The County agrees to make payments of taxes collected into such depositories as selected by the District, or, at the option of the District, to make such payments directly to the District. Such payments with respect to current-year taxes shall be remitted to the District or the District's depository bank on a daily basis during peak collection periods With respect to delinquent taxes collected, payments shall be made on a weekly basis.

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the District to the other party participating in this contract Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District.

13.

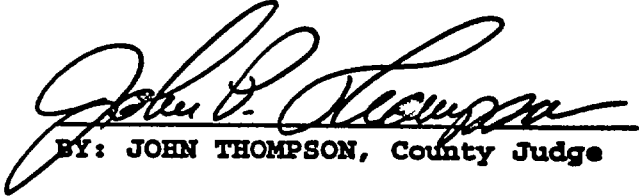
The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District.

14.

This agreement supersedes any and all agreements and contracts heretofore executed by the MEMORIAL POINT UTILITY DISTRICT and those by and between the County and the District relative to the collection of taxes.

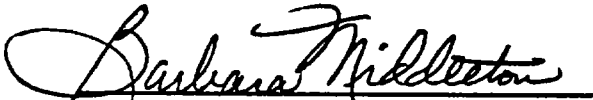
IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997.


COUNTY OF POLK

  
BY: JOHN THOMPSON, County Judge

ATTEST:

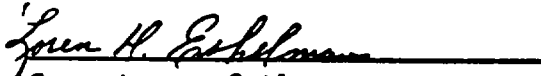
APPROVED:


  
BARBARA MIDDLETON,  
County Clerk

  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

MEMORIAL POINT UTILITY DISTRICT

  
Secretary of the  
Board of Trustees

  
By: President of the  
Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

THE STATE OF TEXAS   #

COUNTY   OF   POLK   #

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the ONALASKA INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the ONALASKA INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows

1.

Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the District for ad valorem tax purposes beginning on September 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the District all necessary duties as authorized and required by law, and the District does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the District, including the collection of all delinquent taxes owing to said District

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the District, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the District full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the District informed of all financial information affecting the District.

3.

Upon execution of this agreement, the District agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing

3

or locating any other information and records deemed necessary by the County in performing its duties. All original records and information shall be delivered to the County by the date specified in paragraph 1 above

4.

The District hereby authorizes the County to contract on the District's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code. The District further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the District by such private legal counsel

5.

The District shall pay no costs to the County for collection of the District's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs. The costs will be the amount of expenses actually accrued while performing the tax collection duties for the District. The District will be notified in advance of these costs

6.

The District acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and

sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

## 7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the District. A copy of the audit results shall be furnished to the County

## 8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if District requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the District and in such amount as determined by the

governing body of the District. The premium for any such bond required by the District shall be paid by the District.

9.

The County agrees to make payments of taxes collected into such depositories as selected by the District, or, at the option of the District, to make such payments directly to the District. Such payments with respect to current-year taxes shall be remitted to the District or the District's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis.

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the District to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District

13.

The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District.

14.


This agreement supersedes any and all agreements and contracts heretofore executed by the ONALASKA INDEPENDENT SCHOOL DISTRICT and those by and between the County and the District relative to the collection of taxes.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997

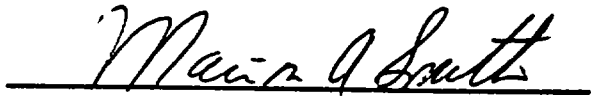
COUNTY OF POLK

  
BY: JOHN THOMPSON, County Judge


ATTEST:

  
BARBARA MIDDLETON,  
County Clerk

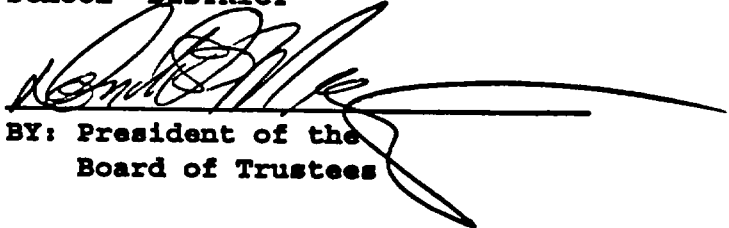
APPROVED:

  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

  
Secretary of the  
Board of Trustees

ONALASKA INDEPENDENT  
SCHOOL DISTRICT

  
BY: President of the  
Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS    #**

**COUNTY   OF    POLK    #**

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the LEGGETT INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the LEGGETT INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows

1.

Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the District for ad valorem tax purposes beginning on September 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the District all necessary duties as authorized and required by law, and the District does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the District, including the collection of all delinquent taxes owing to said District

## 2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the District, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the District full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the District informed of all financial information affecting the District.

## 3.

Upon execution of this agreement, the District agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing

or locating any other information and records deemed necessary by the County in performing its duties. All original records and information shall be delivered to the County by the date specified in paragraph 1 above

4.

The District hereby authorizes the County to contract on the District's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code. The District further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the District by such private legal counsel

5.

The District shall pay no costs to the County for collection of the District's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs. The costs will be the amount of expenses actually accrued while performing the tax collection duties for the District. The District will be notified in advance of these costs.

6.

The District acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and

sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

## 7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the District. A copy of the audit results shall be furnished to the County.

## 8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if District requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the District and in such amount as determined by the

governing body of the District. The premium for any such bond required by the District shall be paid by the District

9.

The County agrees to make payments of taxes collected into such depositories as selected by the District, or, at the option of the District, to make such payments directly to the District. Such payments with respect to current-year taxes shall be remitted to the District or the District's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis.

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the District to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District

13.

The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District.

14.

This agreement supersedes any and all agreements and contracts heretofore executed by the LEGGETT INDEPENDENT SCHOOL DISTRICT and those by and between the County and the District relative to the collection of taxes.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997

COUNTY OF POLK

*John P. Thompson*  
BY: JOHN THOMPSON, County Judge

ATTEST:

APPROVED:

*Barbara Middleton*  
BARBARA MIDDLETON,  
County Clerk

*Marion A. Smith*  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

LEGGETT INDEPENDENT  
SCHOOL DISTRICT

*Jim E. With*  
Secretary of the  
Board of Trustees

*William G. Duban* 5-29-97  
BY: President of the  
Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS   #**

**COUNTY   OF   POLK   #**

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the GOODRICH INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the GOODRICH INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows

1.

Under the provisions of Sections 791.001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the District for ad valorem tax purposes beginning on September 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the District all necessary duties as authorized and required by law, and the District does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the District, including the collection of all delinquent taxes owing to said District

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sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

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Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District

13.

The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District.

14.

This agreement supersedes any and all agreements and contracts heretofore executed by the GOODRICH INDEPENDENT SCHOOL DISTRICT and those by and between the County and the District relative to the collection of taxes.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997

COUNTY OF POLK

*John P. Thompson*  
BY: JOHN THOMPSON, County Judge

ATTEST:

APPROVED:

*Barbara Middleton*  
BARBARA MIDDLETON,  
County Clerk

*Marion A. Smith*  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

GOODRICH INDEPENDENT  
SCHOOL DISTRICT

*Mr. J. Harrison*  
Secretary of the  
Board of Trustees

*Armed [Signature]*  
BY: President of the  
Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

THE STATE OF TEXAS   #

COUNTY   OF   POLK   #

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the BIG SANDY INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the BIG SANDY INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows.

1.

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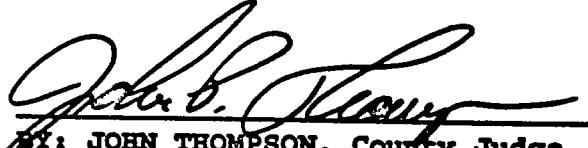
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14.

This agreement supersedes any and all agreements and contracts heretofore executed by the BIG SANDY INDEPENDENT SCHOOL DISTRICT and those by and between the County and the District relative to the collection of taxes.


IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997


COUNTY OF POLK

  
BY: JOHN THOMPSON, County Judge

ATTEST:

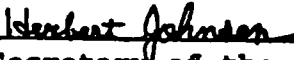
APPROVED:

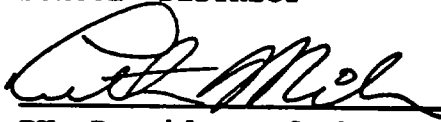
  
BARBARA MIDDLETON,  
County Clerk

  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

BIG SANDY INDEPENDENT  
SCHOOL DISTRICT

  
Secretary of the  
Board of Trustees

  
BY: President of the  
Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS   #**

**COUNTY   OF   POLK   #**

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WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers; and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act;

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Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the District for ad valorem tax purposes beginning on September 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the District all necessary duties as authorized and required by law, and the District does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the District, including the collection of all delinquent taxes owing to said District.

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the District, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the District full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the District informed of all financial information affecting the District.

3.

Upon execution of this agreement, the District agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing

3

or locating any other information and records deemed necessary by the County in performing its duties All original records and information shall be delivered to the County by the date specified in paragraph 1 above

4.

The District hereby authorizes the County to contract on the District's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code The District further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the District by such private legal counsel

5.

The District shall pay no costs to the County for collection of the District's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs The costs will be the amount of expenses actually accrued while performing the tax collection duties for the District The District will be notified in advance of these costs

6.

The District acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and

sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

## 7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the District A copy of the audit results shall be furnished to the County.

## 8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if District requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the District and in such amount as determined by the

governing body of the District. The premium for any such bond required by the District shall be paid by the District

9.

The County agrees to make payments of taxes collected into such depositories as selected by the District, or, at the option of the District, to make such payments directly to the District. Such payments with respect to current-year taxes shall be remitted to the District or the District's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the District to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date

11.

Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District

13.

The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District.

14.

This agreement supersedes any and all agreements and contracts heretofore executed by the CORRIGAN-CAMDEN INDEPENDENT SCHOOL DISTRICT and those by and between the County and the District relative to the collection of taxes.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997

COUNTY OF POLK

John P. Thompson  
BY: JOHN THOMPSON, County Judge

ATTEST:

Barbara Middleton  
BARBARA MIDDLETON,  
County Clerk

APPROVED:

Marion A. Smith  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

James F. ...  
Secretary of the  
Board of Trustees

CORRIGAN-CAMDEN INDEPENDENT  
SCHOOL DISTRICT

Melvin ...  
BY: President of the  
Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS   #**

**COUNTY   OF   POLK   #**

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the LIVINGSTON INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as the "District", and

WHEREAS, the LIVINGSTON INDEPENDENT SCHOOL DISTRICT, acting by and through its duly elected Board of Trustees, which has authorized its President to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers; and

WHEREAS, the District has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the District as follows

1.

Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the District for ad valorem tax purposes beginning on September 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the District all necessary duties as authorized and required by law, and the District does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the District, including the collection of all delinquent taxes owing to said District

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the District, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the District full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the District informed of all financial information affecting the District.

3.

Upon execution of this agreement, the District agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing

3

or locating any other information and records deemed necessary by the County in performing its duties All original records and information shall be delivered to the County by the date specified in paragraph 1 above

4.

The District hereby authorizes the County to contract on the District's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code The District further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the District by such private legal counsel.

5.

The District shall pay no costs to the County for collection of the District's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs The costs will be the amount of expenses actually accrued while performing the tax collection duties for the District The District will be notified in advance of these costs

6.

The District acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and

sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption.

## 7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the District A copy of the audit results shall be furnished to the County

## 8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if District requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the District and in such amount as determined by the

governing body of the District. The premium for any such bond required by the District shall be paid by the District

9.

The County agrees to make payments of taxes collected into such depositories as selected by the District, or, at the option of the District, to make such payments directly to the District. Such payments with respect to current-year taxes shall be remitted to the District or the District's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the District to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the District, the District may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the District

13.

The County and the District acknowledge that the Polk County Appraisal District sets the values on all properties, and that such values will be provided to the County for all tax assessments. After the assessments are made and certified, it is agreed that the County will not change any assessments without written authorization from the Polk County Appraisal District or judicial determination. All adjustments to the certified tax roll shall be subject to review by the District.

14.

This agreement supersedes any and all agreements and contracts heretofore executed by the LIVINGSTON INDEPENDENT SCHOOL DISTRICT and those by and between the County and the District relative to the collection of taxes.


IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on July 14, 1997


COUNTY OF POLK

  
BY: JOHN THOMPSON, County Judge

ATTEST:

APPROVED:


  
BARBARA MIDDLETON,  
County Clerk

  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

LIVINGSTON INDEPENDENT SCHOOL DISTRICT

  
Secretary of the Board of Trustees

  
BY: President of the Board of Trustees



**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS   #**

**COUNTY   OF   POLK   #**

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the CITY OF ONALASKA, hereinafter referred to as the "City", and

WHEREAS, the CITY OF ONALASKA, acting by and through its duly elected governing council, which has authorized its Mayor to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the City as follows

1.

Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the City for ad valorem tax purposes beginning on October 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the City all necessary duties as authorized and required by law, and the City does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the City, including the collection of all delinquent taxes owing to said City

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School

District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the City, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the City full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the City informed of all financial information affecting the City.

3.

Upon execution of this agreement, the City agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records deemed necessary by the County in performing its duties. All original records and information shall be delivered to the County by the date specified in paragraph 1 above.

4.

The City hereby authorizes the County to contract on the City's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code. The City further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the City by such private legal counsel.

5.

The City shall pay no costs to the County for collection of the City's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs. The costs will be the amount of expenses actually accrued while performing the tax collection duties for the City. The City will be notified in advance of these costs.

6.

The City acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and sheriff's auction. Many of the properties received no bid and were struck off to the County as Trustee. As long as such properties are in the County's name, they are exempt from taxation. In order to return such property to the tax roll, the County will attempt to

re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

## 7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the City A copy of the audit results shall be furnished to the County

## 8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if City requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the City and in such amount as determined by the governing body of the City The premium for any such bond required by the City shall be paid by the City

## 9.

The County agrees to make payments of taxes collected into such depositories as selected by the City, or, at the option of the

City, to make such payments directly to the City. Such payments with respect to current-year taxes shall be remitted to the City or the City's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis.

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the City to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the City, the City may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the City.

13.

The County and the City acknowledge that the Polk County Appraisal District sets the values on all properties, and that such

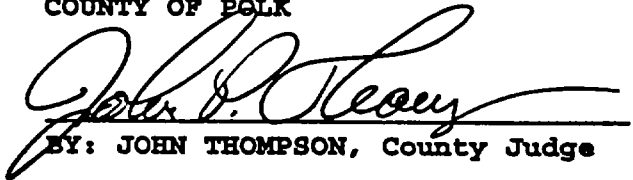
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After the assessments are made and certified, it is agreed that the  
County will not change any assessments without written  
authorization from the Polk County Appraisal City or judicial  
determination All adjustments to the certified tax roll shall be  
subject to review by the City

14.

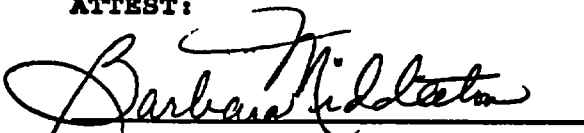
This agreement supersedes any and all agreements and contracts  
heretofore executed by the CITY OF ONALASKA and those by and  
between the County and the City relative to the collection of  
taxes

IN WITNESS WHEREOF, these presents are executed by the  
authority of the governing bodies of the respective parties hereto  
on July 14, 1997


COUNTY OF POLK

  
BY: JOHN THOMPSON, County Judge

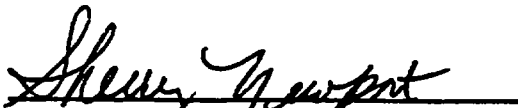
ATTEST:

  
BARBARA MIDDLETON,  
County Clerk


APPROVED:

  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

  
Secretary, CITY OF ONALASKA

CITY OF ONALASKA

  
BY: Mayor, CITY OF ONALASKA





**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS   #**

**COUNTY   OF   POLK   #**

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the CITY OF LIVINGSTON, hereinafter referred to as the "City", and

WHEREAS, the CITY OF LIVINGSTON, acting by and through its duly elected governing council, which has authorized its Mayor to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the City as follows

1.

Under the provisions of Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the City for ad valorem tax purposes beginning on October 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the City all necessary duties as authorized and required by law, and the City does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the City, including the collection of all delinquent taxes owing to said City

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School

District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the City, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the City full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the City informed of all financial information affecting the City.

3.

Upon execution of this agreement, the City agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records deemed necessary by the County in performing its duties. All original records and information shall be delivered to the County by the date specified in paragraph 1 above.

3

4.

The City hereby authorizes the County to contract on the City's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code. The City further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the City by such private legal counsel.

5.

The City shall pay no costs to the County for collection of the City's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs. The costs will be the amount of expenses actually accrued while performing the tax collection duties for the City. The City will be notified in advance of these costs.

6.

The City acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and sheriff's auction. Many of the properties received no bid and were struck off to the County as Trustee. As long as such properties are in the County's name, they are exempt from taxation. In order to return such property to the tax roll, the County will attempt to

re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

## 7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the City A copy of the audit results shall be furnished to the County

## 8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if City requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the City and in such amount as determined by the governing body of the City The premium for any such bond required by the City shall be paid by the City

## 9.

The County agrees to make payments of taxes collected into such depositories as selected by the City, or, at the option of the

City, to make such payments directly to the City. Such payments with respect to current-year taxes shall be remitted to the City or the City's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis.

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the City to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the City, the City may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the City.

13.

The County and the City acknowledge that the Polk County Appraisal District sets the values on all properties, and that such

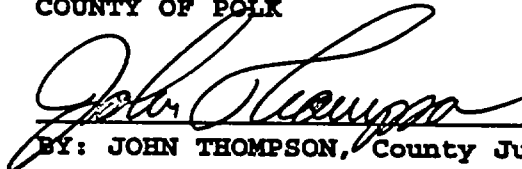
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After the assessments are made and certified, it is agreed that the  
County will not change any assessments without written  
authorization from the Polk County Appraisal City or judicial  
determination All adjustments to the certified tax roll shall be  
subject to review by the City

14.

This agreement supersedes any and all agreements and contracts  
heretofore executed by the CITY OF LIVINGSTON and those by and  
between the County and the City relative to the collection of  
taxes

IN WITNESS WHEREOF, these presents are executed by the  
authority of the governing bodies of the respective parties hereto  
on July 14, 1997

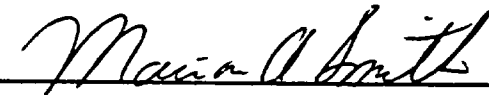
COUNTY OF POLK

  
BY: JOHN THOMPSON, County Judge

ATTEST:

  
BARBARA MIDDLETON,  
County Clerk

APPROVED:

  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

  
Secretary, City of Livingston

CITY OF LIVINGSTON

  
BY: Mayor, City of Livingston





**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS    #**

**COUNTY    OF    POLK    #**

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the CITY OF GOODRICH, hereinafter referred to as the "City", and

WHEREAS, the CITY OF GOODRICH, acting by and through its duly elected governing council, which has authorized its Mayor to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the City as follows.

1.

Under the provisions of Sections 791.001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the City for ad valorem tax purposes beginning on July 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the City all necessary duties as authorized and required by law, and the City does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the City, including the collection of all delinquent taxes owing to said City.

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School

District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the City, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26.04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the City full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the City informed of all financial information affecting the City.

3.

Upon execution of this agreement, the City agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records deemed necessary by the County in performing its duties. All original records and information shall be delivered to the County by the date specified in paragraph 1 above.

4.

The City hereby authorizes the County to contract on the City's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code The City further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the City by such private legal counsel

5.

The City shall pay no costs to the County for collection of the City's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs The costs will be the amount of expenses actually accrued while performing the tax collection duties for the City The City will be notified in advance of these costs

6.

The City acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to

4

re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the City A copy of the audit results shall be furnished to the County

8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if City requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the City and in such amount as determined by the governing body of the City The premium for any such bond required by the City shall be paid by the City

9.

The County agrees to make payments of taxes collected into such depositories as selected by the City, or, at the option of the

City, to make such payments directly to the City. Such payments with respect to current-year taxes shall be remitted to the City or the City's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis.

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the City to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the City, the City may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the City.

13.

The County and the City acknowledge that the Polk County Appraisal District sets the values on all properties, and that such

values will be provided to the County for all tax assessments  
After the assessments are made and certified, it is agreed that the  
County will not change any assessments without written  
authorization from the Polk County Appraisal City or judicial  
determination. All adjustments to the certified tax roll shall be  
subject to review by the City

14.

This agreement supersedes any and all agreements and contracts  
heretofore executed by the CITY OF GOODRICH and those by and  
between the County and the City relative to the collection of  
taxes

IN WITNESS WHEREOF, these presents are executed by the  
authority of the governing bodies of the respective parties hereto  
on May 15, 1997

COUNTY OF FOLK

John Thompson  
BY: JOHN THOMPSON, County Judge

ATTEST:

Barbara Middleton  
BARBARA MIDDLETON,  
County Clerk

APPROVED:

Marion A. Smith  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

Barbara Kelley  
Secretary, CITY OF GOODRICH

CITY OF GOODRICH

Mark H. Ryan  
BY: Mayor, CITY OF GOODRICH





**CONTRACT FOR THE ASSESSMENT  
AND COLLECTION OF AD VALOREM TAXES**

**THE STATE OF TEXAS   #**

**COUNTY   OF   POLK   #**

WHEREAS, the Property Tax Code of the State of Texas, by specific provisions of Section 6 24, and the Interlocal Cooperation Act, Sections 791 001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), authorize political subdivisions of the State of Texas to enter into interlocal contracts for tax assessing and collecting services, and

WHEREAS, the COUNTY OF POLK, hereinafter referred to as the "County", acting by and through its County Judge, heretofore duly authorized by said County's Commissioners' Court to execute this contract, along with the approval of the County Tax Assessor-Collector, has agreed to provide tax assessing and collecting services for the CITY OF CORRIGAN, hereinafter referred to as the "City", and

WHEREAS, the CITY OF CORRIGAN, acting by and through its duly elected governing council, which has authorized its Mayor to execute this contract, and agreed to allow the County to provide tax assessing and collecting services for it in the form and manner most economical to itself and its taxpayers, and

WHEREAS, the City has the authority to authorize the County to act as its tax assessor and collector for it and the County has the authority to so act,

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual conditions set out herein, it is agreed by and between the County and the City as follows

1.

Under the provisions of Sections 791.001, et seq of Title 7 (Intergovernmental Relations of the Texas Government Code), and Section 6 24, Texas Property Tax Code, the County, through its duly elected tax assessor-collector, shall serve as tax assessor and collector for the City for ad valorem tax purposes beginning on October 1, 1996, and continuing each year thereafter as herein provided The County agrees to perform for the City all necessary duties as authorized and required by law, and the City does hereby expressly authorize the County, through its duly elected tax assessor-collector, to do and perform all acts necessary and proper to assess and collect taxes for the City, including the collection of all delinquent taxes owing to said City.

2.

The County agrees to prepare and mail all tax statements, which would show the individual taxes due to the County, the School

District, the Utility District, and the City, if applicable. The statements shall be mailed on October 1 of each year, or as soon thereafter as practicable. The County shall also provide monthly collection reports to the City, prepare tax certificates, develop and maintain both current and delinquent tax rolls, meet the requirements of Section 26 04, Texas Property Tax Code, and develop and maintain such other records and forms as are necessary or required by law or by State rules and regulations. The County will undertake and agrees to develop and maintain written policies and procedures of its operations, to make available to the City full information about the operation of the County tax office, and to promptly furnish written reports reasonably necessary to keep the City informed of all financial information affecting the City.

3.

Upon execution of this agreement, the City agrees to promptly deliver to the possession and control of the County copies of all records that its tax office has accumulated and developed in assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records deemed necessary by the County in performing its duties. All original records and information shall be delivered to the County by the date specified in paragraph 1 above.

4.

The City hereby authorizes the County to contract on the City's behalf with private legal counsel for the enforced collection of delinquent taxes pursuant to Section 6 30, Texas Property Tax Code The City further agrees that such fee as is allowed by law and provided for in the contract with private legal counsel will be paid from the delinquent taxes, penalties, interest and fees collected for the City by such private legal counsel

5.

The City shall pay no costs to the County for collection of the City's taxes for the 1996 tax year and each year thereafter that this agreement remains in effect, unless the County incurs such costs The costs will be the amount of expenses actually accrued while performing the tax collection duties for the City The City will be notified in advance of these costs

6.

The City acknowledges that the County has actively pursued the collection of delinquent taxes via judicial foreclosure and sheriff's auction Many of the properties received no bid and were struck off to the County as Trustee As long as such properties are in the County's name, they are exempt from taxation In order to return such property to the tax roll, the County will attempt to

re-sell that property as expeditiously as possible All such re-sales will be subject to the provisions of Section 34 05, Texas Property Tax Code All negotiated sales for less than the market value specified in the judgment of foreclosure, or the total amount of the judgment against the property, whichever less, will require the consent of each taxing entity entitled to receive proceeds of the sale, irrespective of the expiration of any right of redemption

7.

The County agrees to allow an audit of the tax records at any time The expense of such an audit shall be paid for by the City A copy of the audit results shall be furnished to the County

8.

The County agrees to obtain a surety bond for the County Tax Assessor-Collector, if City requests, such bond to be conditioned on the faithful performance of his lawful duties, payable to the City and in such amount as determined by the governing body of the City The premium for any such bond required by the City shall be paid by the City

9.

The County agrees to make payments of taxes collected into such depositories as selected by the City, or, at the option of the

City, to make such payments directly to the City. Such payments with respect to current-year taxes shall be remitted to the City or the City's depository bank on a daily basis during peak collection periods. With respect to delinquent taxes collected, payments shall be made on a weekly basis.

10.

This contract shall be automatically renewed on a year-to-year basis and remain in effect until terminated by written notice by the County or the City to the other party participating in this contract. Such notice shall be given at least 60 days prior to the automatic renewal date.

11.

Upon withdrawal from this agreement by either the County or the City, the City may secure copies of all necessary records from the County for the assessment and collection of its taxes, but shall pay the reasonable costs of reproduction.

12.

Upon termination of this contract for any reason, including but not limited to termination because of agreement of all parties or by judicial decree, all records received by the County shall be returned to the City.

13.

The County and the City acknowledge that the Polk County Appraisal District sets the values on all properties, and that such

values will be provided to the County for all tax assessments  
After the assessments are made and certified, it is agreed that the  
County will not change any assessments without written  
authorization from the Polk' County Appraisal City or judicial  
determination All adjustments to the certified tax roll shall be  
subject to review by the City

14.

This agreement supersedes any and all agreements and contracts  
heretofore executed by the CITY OF CORRIGAN and those by and  
between the County and the City relative to the collection of  
taxes

IN WITNESS WHEREOF, these presents are executed by the  
authority of the governing bodies of the respective parties hereto  
on May 21, 1997

COUNTY OF POLK

John Thompson  
BY: JOHN THOMPSON, County Judge

ATTEST:

Barbara Middleton  
BARBARA MIDDLETON,  
County Clerk

APPROVED:

Marion A. Smith  
MARION A. SMITH,  
Tax Assessor and Collector

ATTEST:

Helma Stanford  
Secretary, CITY OF CORRIGAN

CITY OF CORRIGAN

R.R. [Signature]  
BY: Mayor, CITY OF CORRIGAN





## PRECINCT #2 ROADS

ROAD NAME	SUBDIVISION	SURFACE	LENGTH (Miles)	BRIDGE	LARGE CULVERT	ADDITIONAL INFORMATION
ANTIOCH CHURCH ROAD	N/A	ROCK	2	N/A	N/A	
BASS STREET	N/A	DIRT	5	N/A	N/A	
CATFISH HOLE ROAD	N/A	ROCK	1	N/A	N/A	
CEDAR RIDGE	N/A	CHIP & SEAL	3	N/A	N/A	1996 PERMANENT ROAD
CEDAR VALLEY	N/A	CHIP & SEAL	4	N/A	N/A	1996 PERMANENT ROAD
CHURCH ROAD	N/A	DIRT	4	N/A	N/A	1996 PERMANENT ROAD
CLEBURN SWILLEY ROAD	N/A	DIRT	4	N/A	N/A	
COLITA LOOP	N/A	ROCK	3.9	1	I STATE CULVERT	1988
COLLECTION STATION	N/A	CHIP & SEAL	3	N/A	N/A	1994 PERMANENT ROAD & SOLID WASTE
DELAFOSSÉ CEMETERY ROAD	N/A	DIRT	1.5	N/A	N/A	
DOUG ANDRESS LANE	N/A	ROCK	2	N/A	N/A	
EASTPEP ROAD	N/A	ROCK	5	N/A	N/A	

EAGAN FARM ROAD	N/A	ROCK	15	N/A	N/A	
FLORES ROAD	N/A	ROCK	2	N/A	N/A	
FORREST HILLS LOOP	N/A	HOT MIX	15	1	N/A	*1994 1 MILE OF HOT MIX - PERMANENT ROAD *FEMA BRIDGE *1997 5 MILE OF CHIP & SEAL - PERMANENT ROAD
FRONTIER DRIVE	N/A	ROCK	6	N/A	N/A	
HANSON ROAD	N/A	DIRT	9	N/A	N/A	
HARRELL ROAD	N/A	ROCK	1	N/A	N/A	
HARRISON ROAD	N/A	DIRT	2	N/A	N/A	
HIDDEN VALLEY ROAD	N/A	DIRT	12	1 - BRIDGE WITH HEADWALLS	N/A	1995 FEMA
HODGE BOTTOM ROAD	N/A	DIRT	25	2 - BRIDGES WITH HEADWALLS	N/A	1995 FEMA
HUBERT LANE	N/A	CHIP & SEAL	4	N/A	N/A	
HUNTER ROAD	N/A	ROCK	7	N/A	N/A	
JACK SPROTT ROAD	N/A	CHIP & SEAL	4	N/A	N/A	1994 PERMANENT ROAD
JACK WHITE ROAD	N/A	ROCK	8	N/A	N/A	

JEWELL COLEMAN ROAD	N/A	ROCK	4	N/A	N/A	
JOHN HODGE ROAD	N/A	DIRT	2	N/A	N/A	
JOHN HENSLEY ROAD	N/A	ROCK	3	N/A	N/A	
JOHNSON DRIVE	N/A	ROCK	4	N/A	N/A	
JOSHUA STREET	N/A	DIRT	3	N/A	N/A	
LARRY HENSLEY ROAD	N/A	ROCK	3	N/A	N/A	
LEWIS STANFORD DRIVE	N/A	ROCK	3	N/A	N/A	
LEWIS CHILDRESS ROAD	N/A	DIRT	2	N/A	N/A	
LUCKY 13	N/A	OIL	1	N/A	N/A	
MAGNOLIA CEMETARY	N/A	OIL	6	N/A	N/A	
MARQUEE LANE	N/A	ROTO MILL	4	N/A	N/A	1994 FROM STATE
MAY DRIVE	N/A	DIRT	1 2	1 BRIDGE	2 - 48 INCH CULVERTS	CULVERTS FEMA-1994 FLOOD
MAY DRIVE	N/A	CHIP & SEAL	1	N/A	N/A	1993 PRIVATE DONATION
McKEE DRIVE	N/A	DIRT	1	N/A	N/A	

MOUSE BROWN ROAD	N/A	DIRT	6	N/A	N/A	
NELSON ROAD	N/A	DIRT	5	N/A	N/A	
NON SUCH ROAD	N/A	DIRT	3	N/A	N/A	
NORMAN ROAD	N/A	ROCK	3	N/A	N/A	
OLD GROVETON	N/A	DIRT	46	N/A	48 IN BULKHEAD	SOIL CONSERVATION
OLD GROVETON	N/A	OIL	7	N/A	48 IN BULKHEAD	FEMA
OLD 356	N/A	CHIP & SEAL	7	N/A	N/A	
ONE SUCH ROAD	N/A	DIRT	16	N/A	N/A	
ONE HALF SUCH ROAD	N/A	DIRT	4	N/A	N/A	
PEG TOP CEMETARY	N/A	DIRT	24	N/A	N/A	
PENWAUGH MARINA	N/A	CHIP & SEAL	3	N/A	N/A	1996 PERMANENT ROAD
PERKINS RANCH ROAD	N/A	DIRT	14	N/A	DUAL TANK CARS	FEMA
PINCKARD ROAD	N/A	CHIP & SEAL	8	N/A	N/A	1993 PERMANENT ROAD
RAY MARSH ROAD	N/A	DIRT	17	N/A	2 - 48 INCH CULVERT	FEMA
REATA RANCH	N/A	ROCK	3	N/A	N/A	

RED LOWE ROAD	N/A	DIRT	24	N/A	N/A	
RILEY ROAD	N/A	DIRT	4	N/A	N/A	
ROCKY CREEK ROAD	N/A	DIRT	45	1	2 - LARGE CULVERTS WITH HEADWALLS	SOIL CONSERVATION - STATE BRIDGE
SANDYDALE LANE	N/A	DIRT	22	N/A	N/A	
SIMMONS DRIVE	N/A	DIRT	2	N/A	N/A	
SONNYS LANE	N/A	CHIP & SEAL	2	N/A	N/A	1996 DONATION
SPORTSMAN'S RETREAT ROAD	N/A	ROCK	16	N/A	N/A	
STUTTS ROAD	N/A	ROCK	3	N/A	N/A	
TRIPPLE CREEK LOOP	N/A	DIRT	21	1	96 INCH TANK CAR	STATE BRIDGE - 1995
TRIPPLE CREEK LOOP	N/A	DIRT	11	N/A	N/A	
WALDING ROAD	N/A	DIRT	5	N/A	N/A	
WALL STREET	N/A	DIRT	8	N/A	N/A	
WELLS LANDING ROAD	N/A	DIRT	23	N/A	N/A	
WHITE FOREST LANE	N/A	CHIP & SEAL	1	N/A	N/A	1996 PERMANENT ROAD

WILSON ROAD	N/A	DIRT	1	N/A	N/A	
WOODWAY ACRES	N/A	DIRT	4	N/A	N/A	
WRIGHT CEMETERY ROAD	N/A	ROCK	10	N/A	N/A	
YARBOROUGH LOOP	N/A	ROCK	20	1	N/A	
CREEKLAKE DRIVE	CREEKLAKE COVE	ROCK	10	N/A	N/A	
KICKAPOO COVE	CREEKLAKE COVE	ROCK	3	N/A	N/A	
BEVERLY BLVD	CREEKLAKE COVE	ROCK	8	N/A	N/A	
WELLS LANDING ROAD	WELLS LANDING	OIL	2	N/A	N/A	
LINCOLN AVENUE	WELLS LANDING	OIL	2	N/A	N/A	
SHADY RIDGE DR.	SHADY RIDGE	OIL	4	N/A	N/A	
PONDEROSA RIDGE	PONDEROSA	OIL	11	N/A	N/A	
GARDEN VILLA	GARDEN VILLA	ROCK	3	N/A	N/A	
PINE HARBOR DRIVE	PINE HARBOR	HOT MIX	4	N/A	N/A	
STEWART ROAD	WIGGINS VILLAGE #1	CHIP & SEAL	1	N/A	N/A	1994 PERMANENT ROAD
ANNA DRIVE	WIGGINS VILLAGE #1	CHIP & SEAL	13	N/A	60 INCH TANK CAR	1994 PERMANENT ROAD
PRIDDGEN ROAD	WIGGINS VILLAGE #1	CHIP & SEAL	13	N/A	N/A	1993 PERMANENT ROAD

PEACOCK RUN	WIGGINS VILLAGE #1	ROCK	3	N/A	N/A	1997 PERMANENT ROAD - CHIP & SEAL
TROY'S TRAIL	WIGGINS VILLAGE #1	ROCK	3	N/A	N/A	
HENSLEY ROAD	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
DESHOTEL	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
ROBBINS AVENUE	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
LEE VILLAGE STREET	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
SCOTT'S ROAD	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
VIOLA STREET	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
BARRY DRIVE	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	1997 PERMANENT ROAD - CHIP & SEAL
WILLIAM MONTGOMERY	WIGGINS VILLAGE #1	DIRT	6	N/A	N/A	1997 PERMANENT ROAD - CHIP & SEAL
FRASIER AVENUE	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
EVA DRIVE	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
GILCHRIST STREET	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
CLOWER AVENUE	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
MCCARTY DRIVE	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
LEWIS VILLAGE DRIVE	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	

BANDY DRIVE	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
BROWN WOLF TRAIL	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
TRAVIS AVENUE	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
KRISTOFF	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
LYSCO LANE	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
PARK'S BLVD	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
KING'S VILLAGE ROAD	WIGGINS VILLAGE #1	ROCK	2	N/A	N/A	
ARCENEAUDX	WIGGINS VILLAGE #1	ROCK	4	N/A	N/A	
HOLBERT BRYANT	WIGGINS VILLAGE #1	ROCK	4	N/A	N/A	
DOUGLAS NUAGENT	WIGGINS VILLAGE #1	ROCK	4	N/A	N/A	1997 PERMANENT ROAD FUND - RESEAL
KNUFF ROAD	WIGGINS VILLAGE #1	ROCK	4	N/A	N/A	
CARTER'S DRIVE	WIGGINS VILLAGE #1	ROCK	4	N/A	N/A	
VIRGINIA LANE	WIGGINS VILLAGE #1	ROCK	4	N/A	N/A	
JONES VILLAGE	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
MAY STREET	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
STEPHENS STREET	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	
RODGER'S STREET	WIGGINS VILLAGE #1	ROCK	1	N/A	N/A	



DICKENS OAKS	DICKENS OAKS	ROCK	4	N/A	N/A	
PINE VALLEY DRIVE	PINE VALLEY	CHIP & SEAL	3	N/A	N/A	1991 RESEAL
ASH VALLEY	PINE VALLEY	CHIP & SEAL	1	N/A	N/A	1991 RESEAL
HICKORY VALLEY	PINE VALLEY	CHIP & SEAL	2	N/A	1 - 36 INCH CULVERT	1991 RESEAL
OAK VALLEY	PINE VALLEY	CHIP & SEAL	3	N/A	N/A	1991 RESEAL
STONES THROW AVE	STONES THROW	CHIP & SEAL	4	N/A	N/A	1994 PERMANENT ROAD
STONE OAK AVE	STONES THROW	CHIP & SEAL	4	N/A	N/A	1994 PERMANENT ROAD
STONEWOOD LANE	STONES THROW	CHIP & SEAL	1	N/A	N/A	1994 PERMANENT ROAD
HOLLY THROW CIRCLE	STONES THROW	CHIP & SEAL	2	N/A	N/A	1994 PERMANENT ROAD
BERRY CIRCLE	STONES THROW	CHIP & SEAL	1	N/A	N/A	1994 PERMANENT ROAD
L K WALKER ROAD	L K WALKER	CHIP & SEAL	5	N/A	N/A	1994 PERMANENT ROAD
WOBBLY BOBBLY TRAM	WIGGINS VLLAGE #2	ROCK	13	N/A	N/A	
CHRIS BRENT DRIVE	WIGGINS VLLAGE #2	CHIP & SEAL	7	N/A	N/A	1996 PERMANENT ROAD
HECKLER'S ROAD	WIGGINS VLLAGE #2	CHIP & SEAL	4	N/A	N/A	1996 PERMANENT ROAD

DEBBIE VILLAGE II	WIGGINS VLLAGE #2	ROTO MILL	1	N/A	N/A	1996 STATE
CONNIE STREET	WIGGINS VLLAGE #2	ROTO MILL	2	N/A	N/A	1996 STATE
DON RILEY DRAG	WIGGINS VLLAGE #2	CHIP & SEAL	6	N/A	N/A	1996 PERMANENT ROAD
LERO LANE	WIGGINS VLLAGE #2	ROCK	2	N/A	N/A	
MAYANO STREET	WIGGINS VLLAGE #2	ROCK	2	N/A	N/A	
ROSE VILLAGE STREET	WIGGINS VLLAGE #2	ROCK	1	N/A	N/A	
HOLLIMAN DRIVE	WIGGINS VLLAGE #2	ROCK	3	N/A	N/A	
FLOYDENE STREET	WIGGINS VLLAGE #2	ROCK	3	N/A	N/A	
SAMBO LANE	WIGGINS VLLAGE #2	ROTO MILL	4	N/A	N/A	1996 STATE
LAMPKIN ROAD	WIGGINS VLLAGE #2	ROCK	2	N/A	N/A	
ENYART STREET	WIGGINS VLLAGE #2	ROCK	2	N/A	N/A	
HEBERT STREET	WIGGINS VLLAGE #2	ROCK	2	N/A	N/A	
TYLER VILLAGE STREET	WIGGINS VLLAGE #2	ROCK	2	N/A	N/A	
ROBBIE ROAD	WIGGINS VLLAGE #2	ROCK	1	N/A	N/A	
RALPH LANE	WIGGINS VLLAGE #2	ROCK	1	N/A	N/A	
BEAMON DRIVE	WIGGINS VLLAGE #2	ROCK	1	N/A	N/A	
DICKENS LANDING	DICKENS LANDING	CHIP & SEAL	4	N/A	N/A	1997 PERMANENT ROAD

ISLAND DRIVE	DICKENS LANDING	CHIP & SEAL	3	N/A	N/A	1997 PERMANENT ROAD
CHAIN ROAD	PINWAH PINES	OIL	10	N/A	N/A	
ALABAMA POINT	ALABAMA POINT	ROTO MILL & OIL	16	N/A	N/A	1996 STATE (8 ROTOMILL)
BENTWOOD DRIVE	BENTWOOD BEND	DIRT	9	N/A	N/A	
WINCHESTER DRIVE	BENTWOOD BEND	DIRT	4	N/A	N/A	
REEL & RIFLE RIDGE	REEL & RIFLE	DIRT	4	N/A	1 - LARGE CULVERT WITH HEADWALLS	SOIL CONSERVATION
ZEBCO	REEL & RIFLE	ROCK	2	N/A	N/A	
HUMMINGBIRD EST LANE	KICKAPOO ESTATES	HOT MIX	1	N/A	N/A	1992 DONATION
BLUEBIRD LANE	KICKAPOO ESTATES	CHIP & SEAL	4	N/A	2 - 48" CULVERTS WITH HEADWALLS	1995 DONATION - FEMA CULVERT
WHITE HERRON	KICKAPOO ESTATES	CHIP & SEAL	2	N/A	N/A	1995 DONATION - FEMA CULVERT
BRANCHWOOD DRIVE	BRANCHWOOD	CHIP & SEAL	4	N/A	N/A	1996 PERMANENT ROAD FUND
BULLY HILLS	BULLY HILLS	ROCK	4	N/A	N/A	
BULLYVARD	BULLY HILLS	ROCK	7	N/A	N/A	
SUGARHILL ROAD	SUGARHILL	CHIP & SEAL	10	N/A	N/A	1994 PERMANENT ROAD

SUGAR STREET	SUGAR HILL	CHIP & SEAL	11	1	1 - 48 INCH CULVERT	1995 PERMANENT ROAD - REBUILT FEMA
CHARLIE ADAMS DRIVE	SUGAR HILL	ROCK	6	N/A	1 - 48 INCH CULVERT	FEMA & SOIL CONSERVATION
ROBINSON TRACT	ROBINSON TRACT	ROCK	4	N/A	N/A	
ROBINSON TRACT	ROBINSON TRACT	CHIP & SEAL	4	N/A	N/A	1993 PERMANENT ROAD
DOUSAY STREET	ROBINSON TRACT	ROCK	1	N/A	N/A	
BALLARD DRIVE	ROBINSON TRACT	ROCK	4	N/A	N/A	
T B STREET	ROBINSON TRACT	ROCK	2	N/A	N/A	
STONEWALL EAST	ROBINSON TRACT	DIRT	1	N/A	N/A	
STONEWALL WEST	ROBINSON TRACT	DIRT	1	N/A	N/A	
IKE TURNER EAST	ROBINSON TRACT	DIRT	1	N/A	N/A	
IKE TURNER WEST	ROBINSON TRACT	DIRT	1	N/A	N/A	
LEE EAST	ROBINSON TRACT	DIRT	1	N/A	N/A	
LEE WEST	ROBINSON TRACT	DIRT	1	N/A	N/A	
BOLTON WAY	ROBINSON TRACT	CHIP & SEAL	4	N/A	N/A	1993 PERMANENT ROAD & DONATION
BROWN ROAD	ROBINSON TRACT	CHIP & SEAL	1	N/A	1 - LARGE CULVERT	1993 PERMANENT ROAD & DONATION
WIMBERLY DRIVE	ROBINSON TRACT	DIRT	4	N/A	N/A	

TOWN & COUNTRY DRIVE	TOWN & COUNTRY	CHIP & SEAL	5	N/A	N/A	1995 PERMANENT ROAD
BUSH DRIVE	TOWN & COUNTRY		2	N/A	N/A	
JANAN STREET	TOWN & COUNTRY	DIRT	1	N/A	N/A	
SHELLY STREET	TOWN & COUNTRY	DIRT	1	N/A	N/A	
HORACE BOND DRIVE		CHIP & SEAL	8	N/A	N/A	1993 PERMANENT ROAD
HORACE BOND DRIVE		DIRT	5	N/A	N/A	1993 PERMANENT ROAD
JOSHUA STREET		DIRT	3			
SPRING CREEK	SPRING CREEK	CHIP & SEAL	1	N/A	N/A	1992 RESEAL PERMANENT ROCK
SPRING CREEK LOOP	SPRING CREEK	CHIP & SEAL	3	N/A	N/A	1992 RESEAL PERMANENT ROCK
COWAY ROAD	SPRING CREEK	ROCK	4	N/A	N/A	
DONNIS DRIVE	SPRING CREEK	DIRT	1	N/A	N/A	
PLACKER ROAD	SPRING CREEK	DIRT	2	N/A	N/A	
GARY DON ROAD	SPRING CREEK	DIRT	2	N/A	N/A	
MAGNOLIA CREEK	SPRING CREEK	CHIP & SEAL	3	N/A	N/A	1994 RESEAL PERMANENT ROCK

LINDA LANE	SPRING CREEK	CHIP & SEAL	3	N/A	N/A	1994 RESEAL PERMANENT ROCK
RACON TRAIL	TWIN HILLS COVE	CHIP & SEAL	1	N/A	N/A	1996 DONATION
FALCON RIDGE LANE	TWIN HILLS COVE	CHIP & SEAL	3	N/A	N/A	1996 DONATION
EAGLE BLUFF LANE	TWIN HILLS COVE	CHIP & SEAL	3	N/A	N/A	1996 DONATION
SANDY RIDGE DRIVE	SANDY RIDGE	OIL	8	N/A	N/A	
KICKAPOO DRIVE	SANDY RIDGE	OIL	6	N/A	N/A	
JUSTIN AVENUE	SANDY RIDGE	OIL	2	N/A	N/A	
RICKY ROAD	SANDY RIDGE	OIL	2	N/A	N/A	
CATHY PATH	SANDY RIDGE	OIL	1	N/A	N/A	
PINE RIDGE DRIVE	PINE RIDGE	OIL	3	N/A	N/A	
SARRAH LANE	PINE RIDGE	OIL	1	N/A	N/A	
GEORGIA WAY	PINE RIDGE	OIL	1	N/A	N/A	
SANDY SHORES	SANDY SHORES	ROCK	2	N/A	N/A	
CREST LANE	SANDY SHORES	ROCK	2	N/A	N/A	
LAKE DRIVE	IDLEWILDE	CHIP & SEAL	3	N/A	N/A	1994 DONATION
FOX LANE	IDLEWILDE	CHIP & SEAL	2	N/A	N/A	1994 DONATION

RAIS DRIVE	IDLEWILDE	CHIP & SEAL	8	N/A	N/A	1994 DONATION
IDLEWILDE DRIVE	IDLEWILDE	CHIP & SEAL	6	N/A	N/A	1993 DONATION
POINT BREEZE	IDLEWILDE	CHIP & SEAL	2	N/A	N/A	1993 DONATION
WILDWOOD DRIVE	IDLEWILDE	CHIP & SEAL	3	N/A	N/A	1995 DONATION
SHADY COVE	IDLEWILDE	CHIP & SEAL	3	N/A	N/A	1995 DONATION
SHADY LANE	IDLEWILDE	CHIP & SEAL	4	N/A	N/A	1995 DONATION
CIRCLE DRIVE	IDLEWILDE	CHIP & SEAL	2	N/A	N/A	1995 DONATION
PHILLIPS ROAD		OIL	4	N/A	N/A	
MYERS ROAD		DIRT	2	N/A	N/A	
WATER TOWER ROAD	IDLEWILDE	ROCK	4	N/A	N/A	
BRIDGEVIEW DRIVE	BRIDGEVIEW	HOT MIX	3	N/A	N/A	
BRIDGEVIEW DRIVE	BRIDGEVIEW	CHIP & SEAL	3	N/A	N/A	1995 DONATION
BRIDGE LANDING	BRIDGEVIEW	CHIP & SEAL	4	N/A	N/A	1995 DONATION
BRIDGE POINT	BRIDGEVIEW	CHIP & SEAL	2	N/A	N/A	1995 DONATION
BRIDGE PARK	BRIDGEVIEW	ROCK	2	N/A	N/A	
BRIDGE CROSSING	BRIDGEVIEW	CHIP & SEAL	3	N/A	N/A	1995 DONATION
BRIDGEWOOD	BRIDGEVIEW	CHIP & SEAL	1	N/A	N/A	1995 DONATION

H. PICKENS ROAD	BRIDGEVIEW	ROCK	2	N/A	N/A	
HARDIN ROAD	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	4	N/A	N/A	1994 PERMANENT ROCK
HAMILTON ROAD	LAKE LIVINGSTON ESTATES 4 & 5	DIRT	2	N/A	N/A	
HAMMER BILL STREET	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	2	N/A	N/A	1992 DONATION
SWITCHER STREET	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	1	N/A	N/A	1992 DONATION
SWALLOW STREET	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	1	N/A	N/A	1992 DONATION
EAGLELAKE	LAKE LIVINGSTON ESTATES 4 & 5	OAKRIDGE DRIVE	2	N/A	N/A	1993 DONATION
OAKRIDGE DRIVE	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	2	N/A	N/A	1993 DONATION
BIG LAKE DRIVE	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	5	N/A	N/A	1991 RESEAL
PELICAN	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	1	N/A	N/A	1993 DONATION
SUNSET	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	3	N/A	1 - LARGE CULVERT WITH HEADWALLS	1993 DONATION FEMA & SOIL CONSERVATION



COVE DRIVE	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	2	N/A	N/A	1993 DONATION
CROWN POINT	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	1	N/A	N/A	1993 DONATION
OVERCUP	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	1	N/A	N/A	1992 DONATION
FERNCREST	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	2	N/A	N/A	1992 DONATION
FERN	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	3	N/A	N/A	1992 DONATION
CIRCLE DRIVE	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	2	N/A	N/A	1994 DONATION
BLUE FIN STREET	LAKE LIVINGSTON ESTATES 4&5	CHIP & SEAL	1	N/A	N/A	1994 DONATION
LAGUNA VISTA	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	3	N/A	N/A	1992 DONATION
EGRETT STREET	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	3	N/A	TANK CAR	1992 DONATION
KINGSTON ROAD	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	1	N/A	N/A	1992 DONATION
WILLOWCREST CIRCLE	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	2	N/A	N/A	1992 DONATION

CEDAR PINE	LAKE LIVINGSTON ESTATES 4 & 5	CHIP & SEAL	1	N/A	N/A	1992 DONATION
WATER TOWER ROAD	N/A	ROCK	4	N/A	N/A	
YAUPON DRIVE	YAUPON COVE	CHIP & SEAL & OIL	1 5	N/A	1 - LARGE CULVERT	SOIL CONSERVATION
<b>TOTAL</b>			<b>120 5</b>			

AGREEMENT  
FOR HEALTH CARE SERVICES

VOL

43 PAGE 739  
COPY

This AGREEMENT is made by and between the University of Texas Medical Branch at Galveston (hereinafter referred to as "UTMB") and the Commissioner's Court of Polk County, Texas (hereinafter referred to as "COUNTY")

A. Services

UTMB agrees to provide health care services to eligible residents of COUNTY who are referred to or transferred to UTMB and who meet the financial eligibility classification described in paragraph B, section 3. These services are

1. emergency and non-emergency non-obstetrical/neonatal health care services (excluding psychiatric care) for eligible residents of COUNTY, and
2. obstetrical and neonatal services for eligible residents of COUNTY who are registered in or referred to UTMB by the prenatal service program established by separate contract between COUNTY and UTMB's Department of Obstetrics and Gynecology and who are not enrolled in or qualify for the MIHA program or Medicaid.

B. Definitions

1. "Non-obstetrical/neonatal health care services" include
  - a. Inpatient hospital services provided under the supervision of a licensed physician member of the clinical faculty of UTMB. Inpatient hospital services include but are not limited to appropriate diagnostic, laboratory, X-ray and therapeutic services
  - b. Outpatient specialty consultative services provided under the direction of a licensed physician member of the clinical faculty of UTMB. Such services include but are not limited to appropriate diagnostic, laboratory,

X-ray and therapeutic services.

- c. Provision of prescription medication as required, consistent with UTMB policies during the patient's inpatient stay. In cases where eligible patients cease to require inpatient services as described above, or upon the return of an eligible patient to the primary care delivery program in the COUNTY, the COUNTY will provide further medication if required, pursuant and subject to the limitations of the COUNTY's prescription medication policies. Any medication not covered under the COUNTY's prescription medication policy will be the responsibility of the patient. Eligible patients may obtain prescription medications at the UTMB Outpatient Pharmacy in accordance with UTMB formulary and co-payment policies.

2. "Obstetrical and neonatal services"

Inpatient and outpatient services as described in paragraph B, section 1, for eligible residents.

3 "Eligible resident" is

A resident of COUNTY whose annual income places that resident at or below 100% of the level annually established as constituting poverty by the United States Department of Health and Human Services and who is determined to be eligible in accordance with the procedures defined in paragraph C of this AGREEMENT

4 "MIHIA program "

Refers to the patients eligible for health care services under the Maternal and Infant Health Improvement Act (ACTS 1989, 71st Leg., ch.678, Section 1 [Vernon 1989])

5 "Prenatal service program "

Clinic program established by separate contract between COUNTY and UTMB's  
Department of Obstetrics and Gynecology

C Verification of Eligibility

- 1 UTMB and COUNTY agree that COUNTY is responsible for determination of eligibility and appropriate identification of individuals entitled to health care services as defined in paragraph A.
2. Patients currently receiving treatment at UTMB for whom eligibility has not been determined nor an identification card issued, shall be referred to the appropriate County/Liaison office as they appear for service UTMB shall inform such patients that eligibility determination and identification cards are required before further services can be delivered at UTMB COUNTY will accept UTMB's determination of eligibility for the services provided prior to that referral COUNTY will be contacted for verification of eligibility of all inpatient admissions as soon as reasonably possible
- 3 In addition to COUNTY's determination, UTMB will screen patients for eligibility for state or federal entitlement programs and/or insurance, and if such is identified, COUNTY will be notified and COUNTY will not be billed for the services provided by UTMB
- 4 Emergent or urgent treatment will be rendered by UTMB to COUNTY residents presenting at UTMB and UTMB determination of eligibility will be accepted by COUNTY for payment purposes if the patient has not been previously formally screened by COUNTY

D Mutual Agreements

1 Indemnification -

1.1 COUNTY agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of COUNTY or the acts or omissions of others under COUNTY's supervision or control.

1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold COUNTY and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others under UTMB's supervision or control.

2 COUNTY acknowledges that this AGREEMENT is for inpatient and outpatient specialty services only and does not provide for or include primary care services for eligible residents. COUNTY agrees to establish a primary care delivery system for eligible residents whose incomes are at or below 100% of the Federal Poverty Index. Upon request of COUNTY, UTMB will assist COUNTY in establishing a primary care delivery system for eligible residents if a primary care system does not currently exist within COUNTY. Provided, however UTMB's assistance to COUNTY shall not include any financial liability and COUNTY shall

be solely responsible for all expenses incurred to establish, implement and maintain such program.

- 3 COUNTY certifies that a system for obstetrical and newborn inpatient care has been established for those patients registered in the prenatal service program but who are unable to be appropriately transferred to UTMB at the time of delivery
- 4 Transportation of eligible resident to UTMB, by whatever means, for services provided under the terms of this AGREEMENT, shall be the responsibility of the patient. UTMB is not responsible for any transportation costs that are incurred in accepting transfers of eligible patients from another medical facility, and if the patient is unable to pay for medically required land or air ambulance transport, such costs shall be the responsibility of the transferring facility
- 5 UTMB will provide appropriate discharge summaries and consultation reports on the eligible resident to the primary care physician or liaison office established in COUNTY to maintain the appropriate continuity of care of the eligible resident.
- 6 All transfers require appropriate physician to physician referral. Acceptance will be based on available resources. To transfer to UTMB Inpatient Service
  - a. All admissions to UTMB Hospitals must be initiated by a resident or clinical faculty member of UTMB's medical staff whether from the emergency room, on transfer from another facility, or from an ambulatory setting
  - b. Eligible residents treated by a private physician or hospital in COUNTY should be referred to the COUNTY's primary care clinic or liaison office for follow-up treatment unless the medical condition is urgent or emergent.

Urgent or emergent cases treated by a private physician should be referred to the nearest hospital emergency room in COUNTY for stabilization.

- c. Transfer of eligible residents presenting with urgent or emergent medical problems at a facility other than UTMB are eligible for transfer to UTMB for inpatient services under the requirements of the State medical transfer laws. The treating physician at that facility should contact the UTMB facility in the emergency room, or in the labor and delivery suite if an obstetrical case, to determine that facilities at UTMB exist and to reach agreement on the stability of the patient prior to actual transfer. A priority waiting list for transfers will be developed by each service. UTMB agrees to accept transfers of eligible resident patients covered by this AGREEMENT conditional on the availability of the appropriate resources including but not limited to inpatient beds and staff at UTMB at the time of the requested transfer.
- d. Emergency and urgent care will be provided, including inpatient services as medically indicated, for COUNTY patients presenting directly at UTMB. Best efforts will be made to contact COUNTY to confirm eligibility if the patient does not already possess such identification and UTMB financial screening indicates probable eligibility. UTMB will document this effort. COUNTY will accept UTMB's determination of eligibility if contact with COUNTY cannot be established in a timely manner.



- e. Transfer of eligible residents and their newborn infants from hospitals in COUNTY to UTMB for secondary or tertiary level postpartum or neonatal services requires prior physician to physician referral and acceptance
  - f. Transfer of residents who have not registered in the prenatal service program will be considered for obstetrical and newborn services at UTMB on a case by case, space available basis and requires appropriate physician to physician referral and acceptance and prior COUNTY authorization. COUNTY and UTMB agree that residents who have not registered in the prenatal service program but who transferred and were accepted at UTMB with authorization from COUNTY will be considered an eligible resident for all purposes of this AGREEMENT
- 7 All requests for ambulatory specialty consultations must be based on appropriate physician to physician referral. Acceptance will be based on available resources As indicated in Section D 6 b , community physicians should refer eligible patients to the COUNTY's primary care delivery system unless their medical condition is so urgent as to preclude such referral To request ambulatory specialty consultation.
- a. The COUNTY's primary care clinic or liaison office is responsible for scheduling the appointment by contact with the appropriate clinic during regular working hours UTMB is responsible for providing a current list of phone numbers for each individual clinic Eligibility is confirmed by such scheduling by COUNTY
  - b. If there are unique circumstances (including a complicated medical condition) or insufficient time to make a routine appointment, the

COUNTY's liaison office or primary care physician should directly contact a UTMB physician on the appropriate service to communicate those special needs.

- c. A completed consultation form must be provided by the COUNTY designated primary care physician/clinic through the COUNTY liaison office to the appropriate specialty clinic at UTMB. This form can be mailed or otherwise delivered to the UTMB clinic by COUNTY liaison office. Without the form, the patient will be rescheduled with a request to the COUNTY that the form be submitted.
- d. The consultation form will be completed by the physician in the UTMB specialty clinic summarizing diagnostic studies carried out, working diagnosis, suggested course of action, and any prescription given including quantity. A copy will be retained in the UTMB medical record and the original returned to the COUNTY liaison office. Unique situations including the need for other consultations, for inpatient admission, for early follow-up at the primary care clinic should be discussed directly between the UTMB physician and the COUNTY designated primary care physician. If such communication cannot occur, the UTMB physicians will proceed with their best medical judgment and COUNTY will compensate UTMB for these additional services in accordance with this AGREEMENT.

8 Neither UTMB nor COUNTY shall be required to perform any term, condition, or covenant of this AGREEMENT so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental

authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or COUNTY and which by the exercise of due diligence UTMB or COUNTY is unable, wholly or in part, to prevent or overcome

- 9 UTMB and COUNTY agree that in the performance of this AGREEMENT there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, national origin, disability or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other federal rules and regulations, state laws and executive orders as applicable
- 10 This AGREEMENT constitutes the entire agreement between UTMB and COUNTY relating to the treatment of eligible residents at UTMB and addresses both obstetrical and non-obstetrical services provided at UTMB. No agreements, modifications or amendments, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties
- 11 UTMB and COUNTY agree that this AGREEMENT shall be construed in accordance with the laws of the State of Texas
12. If one or more of the provisions of this AGREEMENT, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this AGREEMENT and the application of the

provision to other parties or circumstances shall remain valid and in full force and effect.

E. Fee Schedule

- 1 COUNTY will reimburse UTMB for services provided to eligible residents in accordance with this AGREEMENT at an annual fixed rate of \$150,000 00, which UTMB will bill on a monthly basis beginning October 1, 1997 reflecting both obstetrical/neonatal and non-obstetrical services provided during the previous month at UTMB in Galveston.
- 2 A list of patient names with the value of hospital, outpatient, emergency room, and professional services provided under this AGREEMENT will be provided by UTMB to COUNTY as a utilization report at least quarterly
- 3 Internal disbursement of this reimbursement between hospital and professional departments will be the responsibility of UTMB
- 4 To the extent allowed by state and federal law, UTMB may establish a minimum fee payable by patient.
- 5 Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice

Richard S Moore  
Vice President for Business Affairs  
The University of Texas Medical Branch at Galveston  
301 University Blvd.  
Galveston, Texas 77555-0126

With xerox copy sent to

Gus J Oppermann, IV  
Director, Administrative Affairs  
Room 531 Jennie Sealy Hospital  
Galveston, Texas 77555-0401

All payments shall be made to UTMB in the following manner

The University of Texas Medical Branch at Galveston  
Accounting Department  
P O Box 200349  
Houston, Texas 77216-0349

All written correspondence and statement of charges set out above shall be made to  
COUNTY in the following manner

Judge John Thompson  
Polk County Courthouse  
Livingston, Texas 77351

Statement of charges to

Polk County Indigent Health Care  
P O Box 1257  
Livingston, Texas 77351

**F** Effective Date

This AGREEMENT shall commence on September 1, 1997 and terminate on August 31,  
1998 unless extended in writing by mutual consent of both parties. This AGREEMENT  
may be terminated by either party by providing ninety (90) days written notification of  
termination to the other party

G Other considerations

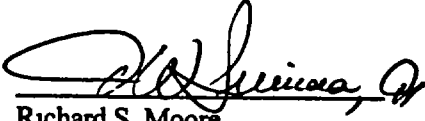
COUNTY understands and agrees that without prior written approval of UTMB, certain elective procedures, including without limitation, oral or plastic surgical procedures, are not covered by the Agreement.

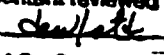
Notwithstanding the immediately preceding sentence, and subject to UTMB's prior written approval, certain particular elective procedures may be performed for a minimum fee set by UTMB for such procedure and payable by the patient.

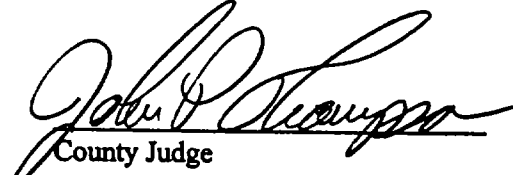
Executed on this 14th day of July, 1997

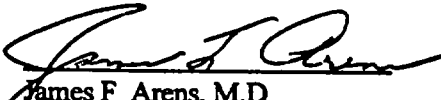
THE UNIVERSITY OF TEXAS  
MEDICAL BRANCH AT GALVESTON

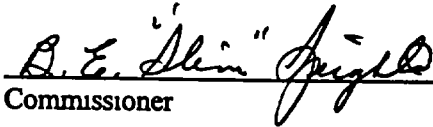
COMMISSIONER'S COURT OF  
POLK COUNTY

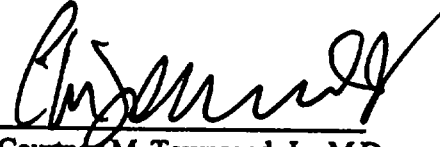
  
for Richard S Moore  
Vice President for Business Affairs


Content reviewed  
  
AUG 21 1997

  
County Judge

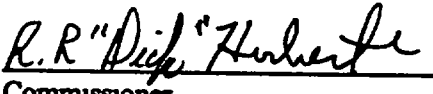
  
James F Arens, M.D  
Vice President for Clinical Affairs

  
Commissioner

  
Courtney M. Townsend, Jr., M.D  
Chairman, MSRDP Board

  
Commissioner

  
Commissioner

  
Commissioner







POLK COUNTY DEPOSITORY PLEDGE CONTRACT

STATE OF TEXAS §
COUNTY OF POLK § KNOW ALL MEN BY THESE PRESENTS

That First State Bank of Livingston of Livingston (Financial Institution) / ("Pledgor") (City) Polk County, Texas, does hereby pledge and deposit the following securities with the Commissioners Court of Polk County, in the amount of Three million six hundred thirty four thousand five hundred eight Dollars (\$3,634,508.00), upon the terms and conditions and for the purposes hereinafter set forth.

SECURITIES AMOUNT
1 \$

INVESTMENT SECURITY MANAGEMENT SYSTEM
DETAIL LISTING OF SECURITIES BY PLEDGE CODE
First State Bank of Livingston Report Date May, 1997 Present Value Method Printed May 22, 1997
Table with columns: Type, CUSIP, Description, Interest Rate, Maturity/ Due Date, Par/Original Principal, Market Value, Book Value, Pledge Pcnt Rating, Purchase Date, Original Cost

15. \$
TOTAL \$3,634,508 00

The conditions of the Contract are such that, whereas, on the 11th day of May, 1997, the above bounden pledgor was duly and legally chosen by the Commissioners Court of Polk County, Texas as a County Depository for said County for a period of four years, ending sixty days from the time fixed by law for the next selection of a depository, upon its proposing in an application properly submitted to the County Judge and reviewed by the Commissioners Court and its agreeing to pay the County of Polk simple interest on "Time Deposits" on daily balances kept in

said Depository of Polk County, at the rate of \_\_\_\_\_\* per cent per annum, said interest payable monthly. The Pledgor named herein may, on the basis of negotiations with Polk County, Texas, establish new interest rates and financial terms to take effect during the final two years of this four year contract, if, (1) the new financial terms do not increase the prices to the County more than ten percent (10%), and (2) the County has the option to choose to use the initial variable interest rate option or to change the new fixed or variable interest rate options proposed by the pledgor.

Now, Therefore, the above bounden pledgor agrees to faithfully perform all the duties and obligations devolving on it by law as the County Depository of Polk County, Texas, and shall upon presentation pay checks drawn on it by the County Treasurer of Polk County, Texas, on "demand deposits" accounts in such depository; and all checks drawn upon any "time deposits" accounts, account on presentation, after expiration of the period of notice required in the case of "time deposits" and shall faithfully keep said County funds, and account for the same according to law, and shall faithfully keep and account for all funds belonging to the County which are deposited with it under the requirements of Texas Revised Civil Statutes Annotated Article 2547, and shall include State Funds collected by the Tax Assessor Collector and funds collected by the District and County Clerks to be held in trust, and shall pay the interest at the time and at the rate herein before stipulated, and shall, at the expiration of the term for which it has been chosen, turn over to its successor all the funds, property, and other things of value coming into its hands as Depository for Polk County. Then and in the event that said bounden pledgor should fail to faithfully and fully execute the duties and obligations set out herein, this contract is to be null and void and the securities above shall be returned to the pledgor. In such event that this contract should become null and void by failure of the bounden pledgor, the Commissioners Court of Polk County, Texas is specially authorized to sell at public or private sale, with or without notice to the pledgor, the securities, or any part thereof, and apply the proceeds of sale to the satisfaction of any indebtedness arising by virtue of the violation of any or all of the conditions of this contract.

The above provision is given in addition to any remedy the County of Polk may have in any suit brought on this contract in any court within the State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Polk in the State of Texas, in any court therein having jurisdiction of the subject matter thereof.

\* Interest bearing demand type accounts will earn interest at our posted rates for that type of account.

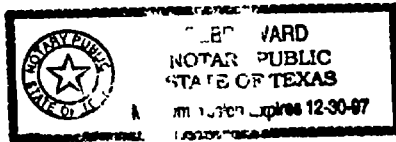
IN WITNESS of all which we have hereunto set out hands and the said Pledgor has caused these presents to be signed with its name and by its President and attested and sealed with its corporate seal the day and year first above written

[Signature]  
Signature of Pledgor (President)  
President  
(Printed Name, Title)

ACKNOWLEDGMENT

Before me, on this day, personally appeared Bruce R Ogletree Jr., President of First State Bank, and known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of First State Bank, a corporation for the purpose and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of May, 1997



[Signature]  
Notary Public in and for Polk County, Texas  
My Commission expires 12-30-97

\*\*\*\*\*

The within contract, approved by the Commissioners Court of Polk County, Texas, on the 11th day of June, 1997, is hereby filed for record and duly recorded in the Commissioners Court Minutes of the County

Witness my hand and seal of office, this 3rd day of July, 1997



[Signature]  
John P Thompson, County Judge  
Polk County, Texas

Filed July 3rd, 1997

[Signature]  
County Clerk by [Signature]



**FOLK COUNTY - BUDGET AMENDMENT**  
**REQUEST #97-13**  
**REQUESTED 7/14/97**  
**REQUESTED BY Karen Remmert, County Auditor**

**Revised**

July 10 1997 @ 11:00 am

		Increase	Decrease	Comments
010-409-312	General Fund - Computer Supplies	1 800 00		Reimbursement from Probation for additional hard drives for AS/400
010-497-427	County Treasurer - Travel/Training	267 80		To increase travel line item for expenditures per Cheryl Tamez
010-497-108	Salaries - Part/Time		267 80	Move money to cover expected expenditures
015-621-456	Road&Bridge.Pct#1 - Parts & Repair	6,000 00		To increase parts & repair for remaining fiscal year per Comm. Speights
015-621-338	Culverts		5,000 00	Move money to cover expenditures for budget line items
015-621-461	Equipment & Rental		700 00	Move money to cover expenditures for budget line items
015-621 571	Road Machinery/Equip/Vehicle		300 00	Move money to cover expenditures for budget line items
010-495-427	Auditor - Travel/Training	750 00		To cover Legislative Conference in August
010-495-410	Fixed Asset Maintenance		750 00	Move money to cover travel request per Karen Remmert
010-409-441	General Fund - Utilities-Gas/Heat	2,500 00		To cover gas/heat expenditures for remaining fiscal year
010-409-442	Water	500 00		To cover gas/heat expenditures for remaining fiscal year
010-409-440	Electricity		3 000 00	Move money to cover expenditures for fiscal year
015-624-339	Road&Bridge.Pct4 - Construction Materials	22,000 00		To cover emergency road repair expenditures
015-624-490	Miscellaneous		5 000 00	Move money to cover emergency road repairs per Comm. Hubert
015-624-571	Road Machinery/Equipment		10 000 00	Move money to cover emergency road repairs per Comm. Hubert
015-624-573	Capital Outlays		7,000 00	Move money to cover emergency road repairs per Comm. Hubert
010-403-484	County Clerk - Election Expense	8 000 00		To cover election expense for Special Election - August 9, 1997
010-271-000	General Fund Balance		8,000 00	To cover election expense for Special Election - August 9, 1997

051 339-150	Aging - Title III B Transportation	10 718 00	Reclassify revenues from DETCOG per Lezli Myers
051 339-197	Telephone Reassurance	6 490 00	Reclassify revenues from DETCOG per Lezli Myers
051-339-199	Health Maintenance	2,976 00	Reclassify revenues from DETCOG per Lezli Myers
051 339-110	Title III B Senior Center Operations		Reclassify revenues from DETCOG per Lezli Myers
		20 184 00	
010-426-400	County Court @ Law - Attorney Fees	5 000 00	To cover court appointed attorney fees for county court @ law
010-271-000	General Fund Balance		To cover court appointed attorney fees for county court @ law
010-435-400	Jury - Court Appointed Attorney Fees	10 000 00	To cover court appointed attorney fees for judicial courts
010-435-401	TDCJ Court Expenditures		Move money to cover court appointed attorney fees for judicial courts
032-595-403	Waste Management Engineering Fees	47 500 00	To reclassify engineering fee contract and gas monitoring expenditures
032 595-402	Gas Monitoring Fees	47,500 00	To reclassify engineering fee contract and gas monitoring expenditures
032-595-354	Tires/Tubes	4 000 00	Move money to cover tire expenditures per Safety Chairperson recommendation per James Richardson
032 595-456	Parts/Repairs/Supplies	4 000 00	Move money to cover tire expenditures per Safety Chairperson recommendation per James Richardson
015-623-461	Road&Bridge,Pct#3 - Equipment Rental	1,750 00	To cover expenditures for rental equipment per Commissioner Parvis
015-623-486	Contract Labor		Move money to cover expenditures
010-512-405	Jail - Doctor Professional Fee Contract	6,000 00	To cover new contract for doctor fee of 1500 per month for remaining fiscal year
010-512-391	Medical Supplies/Services		To cover new contract for doctor fee of 1500 per month for remaining fiscal year
		6 000 00	
		_____	
		136,251 80	Difference 1 800 consists of reamb from Probation dept for AS/400 added hardware
		134 451 80	

Date Approved: 7/14/97  
 Approved: *John P. Tompa*

CHECK # 124152

BANK ACCT MAIN 06/13/97 52 112 77  
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\*\*\*\*\* 112 77

GENERAL FUND

CHECK # 124152

028-661-105 POLK COUNTY HISTORICAL 010650 1 887 60  
028 661 201 POLK COUNTY HISTORICAL 010650 144 40  
028 661 204 POLK COUNTY HISTORICAL 010650 70 39  
028 661 206 POLK COUNTY HISTORICAL 010650 10 38  
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*John P. Thompson*

*Admitted*

6/14

CHECK # 123781

BANK ACCT MAIN 07/08/97 \$6 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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*J. Madaleno Zambra*

~~43-4-88-1275-  
GENERAL TX-79797-~~

CHECK # 123781

010-435-488 GENERAL FUND 5/12/9 6 00  
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*Madaleno*



CHECK # 124370

BANK ACC<sup>T</sup> MAIN 07/16/97 \$162 20  
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\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*

\*\*\*\*\*163 20

TEXAS PARKS & WILDLIFE

AUSTIN TX

CHECK # 124370

088-207-850 JUDICIARY FUND 24232 40 80  
088 207 850 JUDICIARY FUND 24340 40 80  
088 207 850 JUDICIARY FUND 24404 40 80  
088 207 850 JUDICIARY FUND 24341 40 80

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*Adelina*

2/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	12 524 24
015 ROAD & BRIDGE ADM	11 538 03
022 ENVIRONMENTAL SERVICES	4 50
TOTAL OF ALL FUNDS	24 066 82

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

DATE Feb 23 1977

APPROVED BY Sharon Bennett

County Auditor  
John P. Clapper

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 ASING DEPT	159 68
TOTAL OF ALL FUNDS	159 68

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT  
 DATE 6-24-97 APPROVED BY Kevin Kennest  
County Auditor

John P. Stanger

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 026 17
015 ROAD & BRIDGE ADM	372 07
022 ENVIRONMENTAL SERVICES	78 02
051 AGING DEPT	583 71
068 JUDICIARY FUND	281 90
TOTAL OF ALL FUNDS	4 331 87

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

DATE 6-26-97

APPROVED BY *William F. Bennett*

*John P. Kasper*

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 FOLK COUNTY HISTORICAL COM	10 118 93
TOTAL OF ALL FUNDS	10 118 93

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

DATE 6-24-97

APPROVED BY

*John P. Dwyer*  
*John P. Dwyer*

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4 776 00
TOTAL OF ALL FUNDS	<u>4 776 00</u>

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

DATE 6-26-97

APPROVED BY

*James Heyman*  
*Robert Schultz*  
*John P. Clinger*

2/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	26 782 00
TOTAL OF ALL FUNDS	<u>26 782 00</u>

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

DATE 6-28-97

APPROVED BY: John Stewart

Robert L. Simpson

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
098 SHERIFFS FEDERAL REV SHARING	298 88
TOTAL OF ALL FUNDS	298 88

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

DATE 6-26-92

APPROVED BY

*John P. Clump*  
*John P. Clump*

2/14



CHECK # 124162

BANK ACCT MAIN  
 06/26/97  
 \$150 00  
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 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\*\*\*150 00  
 VOID \*\*\* VOID \*\*\*

HAYARD/ SUCKY  
 RT 1 BOX 313AX  
 CLEVELAND TX 77387

CHECK # 124162

010-560-392 GENERAL FUND  
 18766 150 00  
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*David P. Stamps*

7/14

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	99 920 95
015	ROAD & BRIDGE ADH	35 400 94
028	POLK COUNTY HISTORICAL COM	273 53
032	ENVIRONMENTAL SERVICES	10 407 83
051	AGING DEPT	8 052 32
101	ADULT SUPERVISION	18 119 67
104	DTP - CSR	796 42
107	CCP CORRIGAN OFFICE	1 436 94
109	CCP - SURVEILLANCE	1 915 56
184	JUVENILE PROBATION	2 877 66
185	OCAP - JUVENILE PROBATION	4 510 20
TOTAL OF ALL FUNDS		183 712 02

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

DATE 6-29-97

APPROVED BY

*Kevin Bennett*  
*Conroy D. Dalton*  
*Robert P. Stamps*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
032 ENVIRONMENTAL SERVICES	224 99
TOTAL OF ALL FUNDS	224 99

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

DATE 6-29-97

APPROVED BY

*Karen Rowlett*  
*Debra Dyer*  
*John Clump*

7/4

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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	41 626 27
015 ROAD & BRIDGE ADM	21 375 12
032 ENVIRONMENTAL SERVICES	3 544 84
051 ASING DEPT	710 30
101 ADULT SUPERVISION	9 984 86
104 DTP - CSR	421 13
107 COP CORRIGAN OFFICE	519 21
109 COP - SURVEILLANCE	1 230 29
184 JUVENILE PROBATION	1 208 49
185 CCAP - JUVENILE PROBATION	2 520 31
TOTAL OF ALL FUNDS	103 163 02

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

DATE 7-1-97

APPROVED BY

*Kevin J. Bennett*  
*Courtesy Auditor*  
*John P. Dempsey*

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1 331 00
032 ENVIRONMENTAL SERVICES	5 500 00
TOTAL OF ALL FUNDS	6 831 00

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

DATE 7-1-97

APPROVED BY James Stewart

Luigi D. DiStefano  
John J. Stenger

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	30 425 22
015 ROAD & BRIDGE ADM	987 02
027 SECURITY FUND	60 00
032 ENVIRONMENTAL SERVICES	792 85
034 FEMA DISASTER FUNDS	54 90
051 AGING DEPT	1 433 20
041 DEBT SERVICE FUND	977 441 88
088 JUDICIARY FUND	186 60
TOTAL OF ALL FUNDS	612 083 67

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

DATE July 8, 1997

APPROVED BY David Remount

John P. Clump

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	50 165 99
015 ROAD & BRIDGE ADH	61 301 87
027 SECURITY FUND	1 262 37
032 ENVIRONMENTAL SERVICES	10 776 16
040 LAW LIBRARY FUND	502 66
051 AGING DEPT	21 782 09
070 ENV SERVICE - 94 CO ISSUE	21 554 00
073 1994 C O JAIL/BLDG RENOVY ISSUE	319 20
093 CO CLERK RECORDS MGMT FUND	806 36
TOTAL OF ALL FUNDS	168 470 70

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

DATE July 9, 1997

APPROVED BY [Signature]

[Signature]

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	14 784 24
TOTAL OF ALL FUNDS	14 784 24

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

DATE July 19, 1997

APPROVED BY

*David Bennett*  
*Paula Spivey*  
*John P. Kempner*

7/14



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	709 40
TOTAL OF ALL FUNDS	709 40

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

DATE July 11, 1992

APPROVED BY Karen Bennett

County Auditor

John P. Thompson

*Additional*

7/14

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

DISBURSEMENTS

012 ELEGED OFFICIALS FEE ACCOUNTS

1833 50

TOTAL OF ALL FUNDS

1833 50

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

DATE July 11, 1957

APPROVED BY

Walter Spencer

County Auditor

John P. Thompson

*Additional*

*7/14*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	74 476 67
015	ROAD & BRIDGE ADM	27 230 67
028	POLK COUNTY HISTORICAL COMM	8 231 80
032	ENVIRONMENTAL SERVICES	8 156 91
051	AGING DEPT	5 948 61
101	ADULT SUPERVISION	13 276 68
104	OTP - CSR	452 57
107	CCP COPRIGAN OFFICE	1 003 97
108	CCP - SURVEILLANCE	1 440 69
184	JUVENILE PROBATION	2 050 99
185	CCAP - JUVENILE PROBATION	3 528 21
TOTAL OF ALL FUNDS		137 987 37

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

DATE July 11, 1997

APPROVED BY *[Signature]*  
*[Signature]*  
*[Signature]*

*Additional*

*2/14*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
008 ON-SITE SEWER FACILITIES715641	27 585 00
TOTAL OF ALL FUNDS	27 585 00

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

DATE *July 4, 1992*

APPROVED BY

*Kevin J. Bennett*  
*Quayle Shultz*  
*John P. Dwyer*

*Additional*

*7/14*



KAREN REMMERT  
County Auditor

# POLK COUNTY

LIVINGSTON TEXAS

Addendum to Schedule of Bills for Commissioners Court (July 14, 1997)

Nola Reneau - Travel Reimbursement (Pending Budget Amendment approval)	483 69
Billy J Jones Rentals (Road&Bridge, Pct#3) (Pending Budget Amendment approval)	1,750 00
Memorial Medical - (Jail) Doctor Contract (Pending Budget Amendment approval)	1,500 00
G&G Welding - (Road&Bridge, Pct#1) (Pending Budget Amendment approval)	70 00
Performance Truck - (Road&Bridge, Pct#1) (Pending Budget Amendment approval)	16 38
Jimmy's Auto Parts - (Road&Bridge, Pct#1) (Pending Budget Amendment approval)	450 38
Lone Star Truck Center - (Road&Bridge, Pct#1) (Pending Budget Amendment approval)	54 90
Mike's Saw & Supply - (Road&Bridge, Pct#1) (Pending Budget Amendment approval)	24 84
Mustang Tractor & Equipment - (Road&Bridge, Pct#1) (Pending Budget Amendment approval)	2,891 61
Richard's Electric - (Road&Bridge, Pct#1) (Pending Budget Amendment approval)	423 75
Skoshi's Cameras - Sheriff Dept	400 00
Karen Remmert - Travel for DETCOG Budget Workshop, Lufkin	50 00
Marion (Bid) Smith - Travel Reimbursement	504 10
Hilton Inn - Beaumont, Texas Sheriff's Dept - Terrorist Seminar	235 40
Raindance Irrigation - Courthouse Sprinkler System	192 50
<b>Total of Addendum</b>	<b>9,047 55</b>

REVISED

*John P. Thompson*

DATE: JUNE 24, 1997 THROUGH JULY 3, 1997

	E	DEPT	JOB CLASSIFICATION	TYPE OF E. PLOYEE	SALARY GROUP	ACTION
(1)	RICKY EDWARD	JAL	#1065 CORRECTION OFFICER	REGULAR FULL TIME	111 \$16127.51	NEW-HIRE EFFECTIVE 07-01-97
(2)	SCOTT HUGHES	SHERIFF	#1037 DEPUTY SHERIFF	REGULAR FULL TIME	142 \$19143.29	RESIGNED EFFECTIVE 09/24/97
(3)	JILL DARNELL	JAL	#1068 CORRECTION OFFICER	REGULAR FULL-TIME	111 \$16127.51	RESIGNED EFFECTIVE JULY 03, 1997
(4)	RAMONSON LEROY	JAL	#1066 CORRECTION OFFICER	REGULAR FULL TIME	112 \$16320.87	DECEASED EFFECTIVE 08-19-97
(5)	LANCE BYRON	SOCIAL SERVICES	#1286 COOK	REGULAR PART TIME	UNCLAS. \$8.48	RECLASS. TO #1289 AGING WORKER I \$8.48 EFFECTIVE 6/29/97
(6)	MELVIN FROST	JAL	#1068 CORRECTION OFFICER	REGULAR FULL TIME	111 \$16127.51	NEW-HIRE EFFECTIVE 07-14-97
(7)	ROBERT ATYONS	JAL	#1068 CORRECTION OFFICER	REGULAR FULL TIME	111 \$16127.51	NEW-HIRE EFFECTIVE 07/01/97
(8)	RALPH WESTCOTT	ROAD & BRIDGE PCT #4	#114 LABORER	TEMPORARY PART TIME	UNCLASSIFIED \$5.84	PROMOTION TO REG FT #114 LABORER SG \$112,597.33 EFFECTIVE 07-09-97
(9)	JOHNNY ATYNSON	ROAD & BRIDGE PCT #1	#805 TRUCK DRIVER	TEMPORARY FULL TIME	11- \$8.75	TRANSFER TO R & B PCT#4 REG. FT #108 LIGHT EGT OPER. 1203 \$17788.34 EFFECTIVE 09/25/97
(10)	SAMUEL CROTEAU	WASTE MANAGEMENT	#804 COLLECTION STATION ATTN	REGULAR FULL TIME	UNCLASSIFIED \$3.00	DISMISSAL EFFECTIVE 7-1-97
(11)	JAMES JOHNSON	ROAD & BRIDGE PCT #1	#114 LABORER	TEMPORARY FULL-TIME	8- \$9.00	NEW-HIRE EFFECTIVE JULY 01 1997
(12)	JAMES WALLER	SHERIFF DEPT	#1037 DEPUTY SHERIFF (PATROL)	REGULAR FULL TIME	141 \$18 694.32	NEW-HIRE EFFECTIVE 07-04-97
(13)	KIRSTIN EDWARDS	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	92 \$14,248.16	RESIGNED EFFECTIVE 07-03-97
(14)	PENELOPE SMITH	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	81 \$13,899.51	NEW-HIRE EFFECTIVE 07-15-97
(15)						
(16)						
(17)						