FILED AND RECORDED OFFICIAL COURTY RECORDED



VOL 44 PAGE 15F

98 JAN 21 AH 9 51

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

¥ 9

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Tuesday, January 27, 1998 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, January 21, 1998

Commissioners' Court of Polk County, Texas

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, January 21, 1998, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, January 21, 1998

Barbara Middleton, County Clerk

By Bifer

COMMISSIONERS COURT AGENDA

for: TUESDAY - JANUARY 27 , 1998 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME Public Comments
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, January 13, 1998

NEW BUSINESS

- 4 SELECTION OF PUBLIC MEMBERS TO SERVE ON SALARY GRIEVANCE COMMITTEE 1998/99
- 5 CONSIDER AGREEMENT FOR INMATE MEDICAL SERVICES AT COUNTY JAIL
- 6 RECEIVE COUNTY TREASURER'S 1ST QUARTERLY REPORT (Oct -Dec ,1997)
- 7 CONSIDER APPROVAL OF INTERLOCAL PARTICIPATION AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES FOR WORKERS COMPENSATION
- 8 CONSIDER REQUESTS TO PURCHASE CERTAIN TAX FORECLOSURE PROPERTIES, (PCT 1) Lakeland Hideaway #2, Lots 98, 100 & 102
- 9 CONSIDER APPROVAL OF BUDGET AMENDMENTS #97-21 AND #98-05, AS REQUESTED BY COUNTY AUDITOR

CONSENT AGENDA ITEMS

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

<u>ADJOURN</u>

Next regularly scheduled meeting - February 10, 1998, 10 00 a m

DEFICIAL PUBLIC RECOPD TOLY COUNTY PROPERTY OF THE PROPERTY OF



44 PAGE 153

VOL

98 JAN 23 AH 9 51

ADDENDUM TO

Barber y Litter

NOTICE OF MEETING # 9

BARBARA MIDDLE COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JANUARY 27, 1998 AT 10 00 A M

CORRECT ITEM #3 (to Read).

CONSIDER APPROVAL OF MINUTES for meeting of January 6 (Special / Public Hearing), January 7 (Emergency) and January 13 (Regular), 1998

ADD,

- 12 Consider approval of Emergency Management's request to apply for grants to acquire necessary funding for completion of NOAA Weather Radio installation in Polk County
- 13 Approve purchase and financial arrangements for hardware to network County buildings

Posted on Friday, January 23, 1998

Commissioners' Court of Polk County, Texas

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 Friday, January 23, 1998 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated Friday, January 23, 1998

Barbara Middleton, County Clerk

By Asiger

44 PAGE 154

FILED AND RECORDED
OFFICIAL PUBLIC RECORD
POLK COUNTY



98 JAN 23 PH 3 17

Barban Filleton

ADDENDUM TO NOTICE OF MEETING #9

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JANUARY 27, 1998 AT 10 00 A M

ADD,

Consider appointment of County Historical Commission Members and 14 receive Commission's Annual Report.

Posted on Friday, January 23, 1998

Commissioners' Court of Polk County, Texas

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 Friday, January 23, 1998 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated Friday, January 23, 1998

Barbara Middleton, County Clerk

STATE OF TEXAS }

COUNTY OF POLK }

DATE JANUARY 27, 1998

REGULAR CALLED MEETING COMMISSIONER PCT #3-ABSENT

BE IT REMEMBERED ON THIS THE 27th DAY OF JANUARY, 1998
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED MEETING
WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT
JOHN P THOMPSON, COUNTY JUDGE PRESIDING
BE "Slim SPEIGHTS COUNTY COMMISSIONER PCT#1, BOBBY SMITH COUNTY
COMMISSIONER PCT#2, R R "Dick" HUBERT, COUNTY COMMISSIONER PCT#4
BARBARA MIDDLETON COUNTY CLERK & KAREN REMMERT COUNTY AUDITOR,
THE FOLLOWING AGENDA ITEMS, ORDERS AND DECREES WERE DULY HAD,
CONSIDERED & PASSED

- 1 WELCOME & MEETING CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM PUBLIC COMMENTS HARLEYNE CLAMON CHAIR PERSON OF THE POLK COUNTY HISTORICAL COMMISSION INVITED EVERYONE TO A HISTORICAL MARKER DEDICATION AT FEAGIN CEMETERY, APRIL 25 1998 AT 10 00 AM
- 2 INFORMATIONAL REPORTS
 - A JUDGE THOMPSON REMINDED EVERYONE ABOUT THE MEETING AT LIVINGSTON CITY COUNCIL JANUARY 28 1998, 5 00-8 00 PM, TO DISCUSS THE HWY 190 IMPROVEMENT PROJECT
 - B JUDGE THOMPSON ANNOUNCED, AFTER COMPLETING TODAY'S AGENDA, VIEWING OF "NEWLY RENOVATED COURTROOMS" AND HE RECOGNIZED THE WARDEN GUARDS & INMATES AT TERRELL UNIT FOR A JOB WELL DONE
- 3 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF MINUTES FOR MEETINGS OF JANUARY 6th (SPECIAL/PUBLIC HEARING), JANUARY 7th (EMERGENCY) AND JANUARY 13th (REGULAR), 1998 ALL VOTING YES
- 4 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVE SELECTION OF PUBLIC MEMBERS TO SERVE ON SALARY GRIEVANCE COMMITTEE 1998/99 SELECTION MADE BY DRAWING NAMES FROM GRAND JURY LIST
 - 1 RAYMOND BALDWIN
 - 2 RICHARD GERARD
 - 3 JAMES DICKENS

ALTERNATE L C RANDOLPH

ALL VOTING YES

5 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVE PHYSICIAN'S SERVICES AGREEMENT WITH MEMORIAL MEDICAL CENTER-LIVINGSTON FOR INMATE MEDICAL SERVICES AT COUNTY JAIL ALL VOTING YES (SEE ATTACHED)

44 PAGE 156 VOL

6 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO RECEIVE COUNTY TREASURER S FIRST QUARTERLY REPORT, (OCT, NOV, DEC 1997) FY-1998

ALL VOTING YES

(SEE ATTACHED)

7 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE INTERLOCAL PARTICIPATION AGREEMENT WITH TEXAS ASSOCIATION OF COUNTIES FOR WORKERS COMPENSATION **COURT VOTED AS FOLLOWS** JUDGE THOMPSON -COMMISSIONER SPEIGHTS-----YES

COMMISSIONER HUBERT-----YES
COMMISSIONER SMITH -----ABSTAINED (CONFLICT OF INTEREST)

(SEE ATTACHED)

- 8 MOTIONED BY B E "Slim" SPEIGHTS SECONDED BY BOBBY SMITH TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY PRECINCT #1, LAKELAND HIDEAWAY SEC #2, LOTS 98, 100, & 102 **ALL VOTING YES**
- MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS TO APPROVE BUDGET AMENDMENTS # 97-21 and # 98-05, (WITH ANY REVISIONS AS NECESSARY) REQUESTED BY COUNTY AUDITOR **ALL VOTING YES** (SEE ATTACHED)
- 10 MOTIONED BY BOBBY SMITH SECONDED BY R R "Dick" HUBERT, TO APPROVE PAYMENT OF BILLS BY SCHEDULE PLUS ADDENDUMS **ALL VOTING YES**

DATE	AMOUNT	CHECK NUMBERS
1-09-98	ADJUSTING JOURNAL ENTRIES -0-	(VOIDED) 127152
1-12-98	148 488 83	129207 - 129214
1-12-98	350 00	129215
1-12-98	17 351 52	129216 - 129249
1-15-98	24 221 19	129250 - 129254
1-16-98	9 419 55	129255 - 129329
1 20-98	250 00	129330
1-20-98	375 00	129331
1-20-98	229 76	129332 & 129333 #129334 NOT USED
1-22-98	153 822 31	129335 - 129489
1-23-98	1 359 70	129496 - 129500

DATE	AMOUNT	CHECK NUMBERS
1 26-98	1 589 02	129501 - 129505

- 11 (A) MOTIONED BY R R "Dick" HUBERT SECONDED BY B E "Slim" SPEIGHTS APPROVAL OF PERSONNEL ACTION FORMS (PLUS ADDITIONAL) ALL VOTING YES (SEE ATTACHED)
 - (B) MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS TO AMEND EFFECTIVE DATE (1-21 98) ON ITEM #4 & #7 OF PERSONNEL **ACTION FORMS ALL VOTING YES**
- 12 MOTIONED BY R R "Dick" HUBERT SECONDED BY BOBBY SMITH APPROVAL OF EMERGENCY MANAGEMENT S REQUEST TO APPLY FOR GRANTS TO ACQUIRE NECESSARY FUNDING FOR COMPLETION OF P CAA WEATHER RADIO INSTALLATION IN POLK COUNTY ALL VOTING YES
- 13 MOTIONED BY BOBBY SMITH SECONDED BY B E "Slim" SPEIGHTS, WITH NOTED EXEMPTION FROM COMPETIVE BIDDING AND APPROVAL TO PURCHASE HARDWARE & NECESSARY EQUIPMENT (TO INSTALL FIBER OPTIC CABLE) FROM RESNET (Rural Education System Network) TO NETWORK COUNTY BUILDINGS AND DEPARTMENTS DATA PROCESSING MANAGER, STEVE HULLIHEN TO REPORT BACK TO THE COURT ON FINAL COST FIGURES & ARRANGEMENTS OF FINANCING **ALL VOTING YES**
- 14 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS TO RECEIVE THE HISTORICAL COMMISSION'S ANNUAL REPORT & APPROVE APPOINTMENTS OF MEMBERS TO THE COMMISSION THE LIST IS AS FOLLOWS

HARLEYNE D CLAMON

R D HENDRIX

HAROLD BARFIELD RAY CLAMON

WANDA L BOBINGER

JAMES BERGMAN

SYLVIA BIVINS LESTER MOORE

CAROLYN NIXON RUTH PEEBLES

CANNON PRITCHARD

ALL VOTING YES

RUTH ANN WINTERS

15 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO ADJOURN COURT THIS 27th DAY OF JANUARY, 1998 AT 10 40 AM **ALL VOTING YES**

> Moupou JOHN P THOMPSON, COUNTY JUDGE

BARBARA MIDDLETON, COUNTY CLERK

44 PAGE 158 MEMORIAL MEDICAL CENTER

602 East Church Street PO Box 1257 Livingston TX 77351

(409) 327-4381 Fax (409) 327-8102

January 13, 1998

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

Judge Thompson.

As a follow-up to the letter from Steve Chandelier on January 08, 1998 and our conversation regarding the medical coverage for the immates in the jail, the following is submitted

- Provide sick call at the jail trice weekly (4 hours per week) by a Physician Assistant (P.A.), with supervision provided as required by Texas Board of Medical Examiners, at the rate of \$1 600 00 per month. The P.A. at his expense will cover typing.
- 2 The hospital will continue to provide laboratory and radiology services for outpatient tests ordered by the P A. with a 40% discount off the hospital billed charges to be billed monthly. The professional fee will be billed separately by the physician at their current rate.
- 3 Services provided in the Emergency Department will be billed with a 20% discount off the hospital charges The professional fee will be billed separately by Coastal Physician Associates at their current rate
- Any services provided for inmates as inpatient will be billed at the current DRG rate as defined by the federal Medicare program.

If the above rates are as we discussed, please indicate your acceptance and return one of the originals. The contract period will be for nine (9) months starting on January 01 1998 continuing to September 30, 1998

Thank you for your support of Memorial Medical Center-Livingston and please contact me for any concerns that you might have about the hospital.

Sincerely,

James C Dicks Administrator

JCD tw

Signed John & May Dugger

agin P Thompson, Polk County Judge

Date //27/48

POLK COUNTY TREASURER FIRST QUARTERLY REPORT FOR THE MONTHS OF OCT NOV DEC 1997

FUND	BEG BALANCE	10	DISBURSEMENT	INVESTMENT	BALANCE	
. >	(SC SDC SQ)	2,366 154 12	2,311 147 13	414 640.21	401 057 81	
HOIEL IAX	7 980 18	10 457 58	80	80	18 437 76	
ROAD & BRIDGE	15 522 19	844 816 17	793 692 09	191 531 24	258 177 51	
PERM RO IMPR	30 284 32	000	000	34 808 92	65 093 24	I HEREBY CERTIEV THAT THE CORECOMO
SECURITY	3,206.96	6 421 50	6 646 16	54 914 97	57 897 27	REPORT IS TRUE AND CORDECT
HIST COMM P/R	8801	2 026 92	1 949 44	80	165 49	
ENV SERVICE	31 407 00	252 827 60	262 466 48	565 053 37	586 821 49	
	13 494 45	330000	10 335 94	10,234 51	16 693 02	5
LAW LIBRARY	16 086 45	2,700 00	2,074 09	080	1671236	1
DASPECIAL	(52.33)	10 503 88	3 832 80	80	661875	NOIN DENIENT
D A HOT CHECK	18 731 89	3 960 29	4 792.44	800	17 899 74	COUNTY TREASURES
	34 571 03	116 049 77	118 476 37	000	201443	COOLI IREASOREK
DEBT SERVICE	14 038 32	426 499 65	316 800 54	155 803 57	27954100	
94 CO ENV SERVICE	5 642.52	630 630	12.157.50	279 686 51	273 801 53	
91 CO ENV SERVICE	000	9,947.36	14 822 83	52.472.00	47 596 53	Silb Child Child Child Child Child
	774 42	000	000	11 417 34	12 101 73	THIS ACTION OF THE COMPANY TO BEFORE ME
94 CO JAIL/BLDGS	(644 70)	13 150 00	12.313.43		77.77	I HIS 161H DAY OF JAN 1998
JUDICIARY	81 587 87	70 140 10	51 672 83	8 8	10.055 14	
SO CONTRABAND	4 362 04	13 600 63	17 154 00	14 545 74	45 354 44	, , ,
DA CONTRABAND	184660	5 042 67	200000	10 4R2 B4	42 372 44	
DRG SELZURE PEND	000	25 976 85	25 976 85	117 602 20	117 602 20	Allenator Constru
	23 835 88	14.510 00	34 098 79	71 776 23	75 573 33	
RECORDS MGMT	1 349.29	1 861 50	3 579 32		788 53	
LANDFILL POST CLOSE	000	000	90	508 051 65	FOR OCT SK	
ADULT PROB	7 668 64	300,243 61	309 602 01	80	(1 689 76)	SHIRLEEN COWEN
	243 191.64	4,500,820.20	4 318 591 04	2,492,607 17	2,918 027.97	STATE OF TEXAS W. Onmission Eugles 2-13-2001
	1,743 00	9,390.33	10 617 08	8	516.25	This managed is smaller in account.
	10 466 00	88 119 77	87 607 02	800	10 978 75	Code Operation The Design Community of
HISTORICAL	22,697.93	364095	2324594	160 529 29	163 672 23	which marries and all controls investment Act,
BIG THICKET BRIDGE	000	2780 00	2 790 00	2		m mai require quarerly reporting of investment
ON SITE SEWER FAC	000	54,544 50	54 544 50	8 8	8 8	unitations for county funds to the commissioners
	000	000	000	000	8 8	Assertional the District County's portions
ACF GRANT	80	80	80	8 8	8 8	the County will use rubble rubbs investment Act and with
	2,527 48	925 753 05	925 707 41	86	2573.12	are courty a sive suited a possey and subseques
PERMANENT	4 619 74	1 768.38	2 000 00	334 779 63	336 167 75	
	66 970 65	10 041 19	76.226 09	79.413.69	80 199 44	
FED EQUITABLE SHARE	1,266 80			000	1,266 80	
GRAND TOTAL	363,483.24	5 506 968 17	2000	3 067 320 36	70 000 000	
!	A TIME!	10.000,000,0	0) 525, PUE 0	8) 675' /on's	3,513 352 31	

INTERLOCAL PARTICIPATION AGREEMENT

FOR

TEXAS ASSOCIATION OF COUNTIES

WORKERS' COMPENSATION SELF-INSURANCE FUND

This agreement, entered into between the Texas Association of Counties Workers' Compensation Self-Insurance Fund (hereinafter called "Fund") and Polk County (hereinafter called "Member") shall be effective as of the date hereinafter shown.

RECITALS

WHEREAS, the Fund is sponsored by the Texas Association of Counties (hereinafter called "TAC"), and the Fund was created to provide workers' compensation coverage for its Members pursuant to the provisions of Chapter 504, Labor Code, VTCA, Article 715c, Rev Civ Stat Ann, and Chapter 791, Government Code, VTCA, and

WHEREAS, in consideration of other Member counties and political subdivisions executing other interlocal participation agreements with the Fund, which need not be identical in form or content and in consideration of the provision of a plan of pooled self-insurance, as authorized in the above-referenced statutes, to obtain workers' compensation coverage through the economical method of pooled self-insurance, and

WHEREAS, Member, a Texas political subdivision, desires to take advantage of the benefits made available through the Fund, and

WHEREAS, the parties recognize that the Fund is a Workers' Compensation self-insurance fund authorized by statute and the coverage provided is not considered and does not constitute insurance under any Texas law, including the Texas Insurance Code nor under the common law,

NOW, THEREFORE, it is Agreed and Understood among the parties as follows

W/C Board Approved 11/25/97 LGL

YOL

SECTION 1

PARTICIPATION

101 Agreement to Participate

Fund Member hereby contracts to become a member of the Fund. THIS IS NOT A CONTRACT OF INSURANCE and Member does not and cannot hereby elect to create any contract of insurance

102 Term of Agreement

The term of this Agreement shall commence on the 1st day of January, 1998, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically rene ved annually for an additional one (1) year term without the necessity of any action by the parties other than the acceptance of any amendments to the coverage contract and rates. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

1 03 Termination of Agreement

This Agreement may be terminated by either party by giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U.S. Mail certified, return receipt requested. The Fund may in its discretion, permit any Member, upon Member s written request, to terminate the Agreement by giving to the Fund written notice of not less than sixty (60) days. The Fund may terminate the Fund Member with immediate effect for non-compliance with the provisions of this agreement or the bylaws of the Fund.

SECTION 2

ADMINISTRATION

201 Fund Administrator

The Texas Association of Counties (hereinafter referred to as "TAC") or its designee is the administrator of the Fund. All communications and correspondence relative to the Fund shall be addressed unless notified of a change of address, to TAC as follows.

Texas Association of Counties
Workers Compensation Self-Insurance Fund
P O Box 2131
Austin. Texas 78768

9

W C Board Approved 11/25/97 LGL

SECTION 3

MEMBER CONTRIBUTION

3 01 Annual Estimated Payroll

An annual estimated payroll, by pavroll classifications of the Fund Member, shall be submitted by the Fund Member to TAC no later than sixty (60) days prior to the first day of the Fund year. It is understood that the annual estimate shall be adjusted at the end of each Fund year to reflect the actual payroll on the books of the Fund Member. The Fund year shall be from January 1 to December 31

3 02 Contribution determination

The Fund Member agrees to pay into the Fund a contribution amount determined in accordance with subparagraph (a) or (b), and (c) as follows

(a) the contribution amount shall be equal to the premium pavable as a manual premium for a workers' compensation insurance policy except as modified hereunder The manual premium shall be computed by using as a guide the rates promulgated and payroll classifications established for use in workers compensation insurance by the Texas Department of Insurance The amount adduced using the above formula shall be modified by the "experience modifier", computed in accordance with the Texas Experience Rating Plan Manual or other experience rating plan approved by the Board, applicable to the Fund Member An initial experience modifier shall be applicable, if the Fund Member previously was insured by a policy of workers' compensation insurance and earned an 'experience modifier' for the current policy year. The initial experience modifier", if applicable to the Fund Member shall be the same as the "experience modifier" earned while insured under a policy of workers' compensation insurance Should the Fund Member not have earned an "experience modifier', the premium produced by using the rates promulgated and payroll classifications established by the Texas Department of Insurance shall be the annual amount of contribution due and payable to the Fund until an "experience modifier" is earned If an experience modifier has not been earned, the Fund, using the prospective Fund Member's loss experience and payroll exposure data on file with the Texas Department of Insurance, may compute a modifier in accordance with the Experience Rating Plan Manual or other plan as approved by the Board Should the Fund Member not have earned an experience modifier and verifiable loss/payroll data is not available to calculate one, the premium produced by using the rate promulgated and payroll classifications established by the Texas Department of Insurance shall be the amount of contribution due and payable to the Fund

W/C Board Approved 11/25/97 LGL

- (b) The Fund may at any time, as an alternative method of determining the contribution amount, adopt a rate plan based upon the experience of the Fund and/or its members, or upon other factors
- (c) Once the annual amount of contribution due is determined less any TAC discount, if applicable, the Fund Member shall pay such amount in advance quarterly, with the four (4) payments due upon receipt of invoices. It is understood by the Fund Member that the annual payment of contributions may be altered on an interim basis as a result of increased benefit levels mandated pursuant to the Texas Workers' Compensation Act or other adjustments in the law

If the contribution amount is determined under subparagraph (a) herein, any alteration of the annual amount of contributions shall be predicated on the rates and payroll classifications of the Texas Department of Insurance All contributions due hereunder shall be payable to the Fund at the offices of TAC

3 03 Estimated Contribution

The estimated annual amount of contribution for the Fund Members shall be based upon payroll estimates and shall be payable as provided in No 4 above. At the end of each and every Fund year there shall be submitted by the Fund Member actual payrolls as reflected by the books and records of the Fund Member. Actual payrolls shall be submitted no later than thirty (30) days after the end of the Fund year. Any additional amounts of contribution payable shall be billed and overpayment adjusted by refund to the Fund Member. The Fund reserves the right to audit the payroll records of any Fund Member.

3 04 Experience Modifier

The Fund shall calculate and furnish each Fund Member its individual experience modifier, when earned, in accordance with the provisions of the applicable experience rating plan as approved by the Board

3 05 Department Rates as Guide

In order to have an orderly and well understood basis for contributions to the Fund, unless another plan is adopted by the Fund's Board of Trustees under the Fund Bylaws, the current plans and further amendments with respect to workers' compensation rates and premiums of the Texas Department of Insurance are hereby adopted as a guide, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow rating authority over this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this contract to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as

W/C Board Approved 11/25/97 LGL

YOL 44 PAGE 164

being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation, such as, but not limited to, reference to the term "reinsurance"

SECTION 4

REINSURANCE

401 Provision of Reinsurance

The Fund agrees that it shall endeavor to maintain an aggregate stop loss reinsurance treaty and/or reserves sufficient to assure that the incurred, fully developed losses and expenses for the total Fund shall not exceed the contributions paid and payable by the Fund Members into this Fund. The Fund Member has no joint or several liability other than the maximum annual contribution payable by the Fund Member. Any savings to the Fund resulting from overall loss experience shall be available for dividend credit, or other appropriate use for the benefit of the Members, as determined by the Board of Trustees (hereinafter referred to as "Board") from time to time. The Fund shall invest any and all funds that are on deposit with the Fund and the investment earnings from these particular funds shall be used for the benefit of the Fund Members until such time as the Board deems that it is financially feasible to declare dividends or make other appropriate use for the benefit of the Members.

The Fund may provide for reinsurance of the Fund itself at a level to be determined by the Fund Board of Trustees in their sole discretion. The participation of the Fund Member shall at all times be on a nonassessable basis beyond the annual amount of contribution.

SECTION 5

SAFETY

5 01 Regulations, Inspections and Reports

The undersigned Fund Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to the workers' compensation losses. In the event that the recommendations submitted by the Fund seem unreasonable, the Fund Member has a right to appeal to the Board of Trustees. Fund Member agrees to comply with any safety program adopted by the Board of Trustees which is in accordance with any standard recognized nationally or statewide. Fund Member hereby consents to safety inspections to be made by Fund, and the making of written reports of Fund's findings to Fund Member and the State Workers' Compensation Commission or other relevant State agency. Fund Member hereby agrees to hold Fund harmless from any liability which

W/C Board Approved 11/25/97

VOL

may arise as a result of any such report if such report is prepared pursuant to the request of any state or federal agency. Such safety inspections are for the benefit of the Fund exclusively, and not for Fund Member. Such safety inspections shall not relieve Fund Member of any duty it has under law to provide safety inspections.

SECTION 6

MEMBER'S FUND COORDINATOR

601 Appointment and Notices

The Fund Member agrees to appoint a workers' compensation coordinator for the Fund Member and that the Fund and TAC shall not be required to contact any other individual except this one person. Any notice to, or any agreements with, the workers' compensation coordinator shall be binding upon the Fund Member. The Fund Member reserves the right to change the coordinator from time to time by giving written notice to the Fund and to TAC.

SECTION 7

CLAIMS FUNCTIONS

7 01 Claims Administration

The Fund agrees to administer the payment, settlement and denial of, as appropriate, any and all claims for workers' compensation benefits after the notice of injury has been given, to prepare all forms required of the Fund by the relevant state agency, and to provide a defense. The Fund shall carry on all negotiations with the injured employee or such employee's attorney throughout all administrative and legal proceedings. If a personal appearance by employer or co-employee is necessary, the expense of this appearance shall be paid by the Fund Member. The Fund shall retain and supervise legal counsel in behalf of and at the expense of the Fund necessary for the prosecution or defense of any workers' compensation litigation. There will be safety engineering services provided by or arranged by the Fund for the Fund Members to assist them in following a plan of loss control that may result in reduced losses. TAC or its designee shall provide all of the services and perform the duties of the Fund under this contract as provided in a service contract entered into by and between TAC or its designee and the Fund on behalf of the Fund Member.

W/C Board Approved 11/25/97 LGL

VOL 44 PAGE 166

7 02 Claims Information

There shall be supplied to each Fund Member timely computer printouts involving a statement of claims, claims status, and activity reports cumulative for each Fund year

SECTION 8

AUTHORIZATIONS

8 01 Rating Forms and Data

The Fund Member agrees to execute necessary authorization forms permitting the Fund and TAC to obtain from the Texas Department of Insurance the experience rating modification for the Fund Member if the Fund Member previously carried workers' compensation insurance. Upon any contract termination (or nonrenewal), the Fund Member agrees that the Fund may file with the relevant State Agency loss and payroll data pertaining to the Fund Member as used to develop experience and modification.

SECTION 9

SUITS FOR BENEFITS

9 01 Defense and Settlement

The undersigned Fund Member does hereby agree that any suits brought by one of its employees for benefits pursuant to the provisions of Chapter 504, Labor Code, VTCA, shall be defended in the name of the county by the counsel selected by the Fund. Full cooperation shall be extended to supply any information needed or helpful in such defense. The prerogative to settle, defend, or appeal such suits shall rest solely with the Fund with the advice of the Commissioners' Court or other appropriate governing body, if warranted, and, in accordance with usual procedures in the insurance industry in the settlement of workers' compensation claims

SECTION 10

FORWARDING DOCUMENTS TO FUND

10 01 Obligation to Promptly Forward Documents

The Fund Member agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in its possession which are relevant to any workers' compensation claim to be handled by the Fund The Fund Member further agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in

W/C Board Approved 11/25/97 LGL its possession which relate to any claim, lawsuit or proceeding brought by any third party, if the claim, lawsuit or proceeding concerns or involves the Fund Member's workers' compensation coverage under this Interlocal Participation Agreement.

SECTION 11

BYLAWS AND BYLAWS AMENDMENTS

11 01 Bylaws and Changes to Bylaws Binding

The Fund Member agrees to abide by the Bylaws of the Fund as adopted by the Board of Directors of the Texas Association of Counties—Any amendment to the Bylaws shall become binding on Fund Member upon its adoption unless it is in direct conflict with specific vested rights of Fund Member—The provisions of any amendment which alter accrued rights of a Member under this contract shall be effective on the tenth (10th) day after written notice of the provision has been served on Member, or otherwise as the parties may agree—If Fund Member objects to change affecting existing rights, Member may appeal the matter to the Board within ten (10) days of receipt of the notice—The effective date of the proposed change shall then be abated pending resolution of the matter by the Board

SECTION 12

AUDITS

12 01 Fund Arrangement for Annual Audit

The Fund shall be annually audited by a certified public accounting firm, as arranged by the Fund

SECTION 13

EXTENT OF COVERAGE

13 01 Coverage only for Benefits

The Fund Member agrees that it, and not the Fund, is responsible for any liabilities or payments in excess of the benefits regularly provided by the workers' compensation law, including, but not limited to, those incurred where the Fund Member discharges, coerces or otherwise discriminates against any employee in violation of the workers' compensation law, and nothing herein shall be construed to create an obligation of the Fund to provide a defense to claims or allegations of such violations in a lawsuit.

W/C Board Approved 11/25/97 LGL

ጸ

SECTION 14

FAILURE OF PAYMENT

14 01 Suit Upon Failure to Pay

Should the Fund Member fail to make the required quarterly payment hereunder, this Interlocal Participation Agreement may be cancelled or suit may be brought to collect any outstanding contributions due and payable to the Fund The Fund Member agrees that in such a suit, Fund shall be entitled to reasonable attorney's fees, plus court costs

14 02 Termination Upon Failure to Pay

In the event that the Fund Member fails or refuses to make the payments of contributions as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all contributions that are earned pro-rata for the period preceding contract termination. If the Fund Member is terminated hereunder, the Fund Member shall not be entitled to any dividends developed and payable or that may become developed and declared for any period prior to the termination.

SECTION 15

AMENDMENT OF THIS AGREEMENT

15 01 Amendment by Agreement or Other Provisions

This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement

SECTION 16

MISCELLANEOUS

16 01 Eligibility of Fund Member

The Fund may permit membership of any entity authorized by statute to participate in the Fund

16 02 Applicable Law

This Agreement is entered into, and executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

W/C Board Approved 11/25/97

LGL

16 03 Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered a waiver of such a right or privilege

16 04 Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

EXECT	<u>JTION</u>
IN WITNESS WHEREOF, we here indicated below TEXAS ASSOCIATION OF COUNTIES WORKERS' COMPENSATION SELF-INSURANCE FUND	Into affix our signatures as of the date MEMBER
Sam D Seale Executive Director, or authorized designee for Texas Association of Counties	By <u>County Judge</u> Title
Date December 22, 1997	Member's Fund Coordinator Name Betty Rundell, Personnel Dir. Address Polk County Courthouse, 1st flr Livingston, TX 77351 Phone (409) 327-6802 Fax: (409) 327-6879

1997

POLK COUNTY - BUDGET AMENDMENT REQUEST 197-21 for FISCAL Year 1997 REQUESTED 1/27/98 REQUESTED BY Karer Remmert, County Anditor

Comments	To cover expenditures for remaining fiscal vear 1997 Move montes to cover expenditures for remaining fiscal year 1997		Due to excess ax revenues recepted for fiscal year 1997	Due to bank service charges for check printing for restitution accounts. Due to bank service charges for check printing for restitution accounts.			To cover expenditures for remaining fiscal year 1997 remb from Woberger Trans	To cover expenditures for remaining fiscal year 1997, remb from Wober Tank	10 cover expenditures for remaining fiscal very 1997	To cover expenditures for remaining fiscal year 1997 Move momes to cover expenditures for remaining fiscal	(66) IEA TENT STITUTE TO THE TENT OF THE T	To cover expendences for remaining fiscal year 1997	To cover expenditures for remaining fiscal year 1997	To cover expenditures for remaining fiscal year 1997	wave mounts to cover, expenditures for remaining fiscal year 1997	To cover expenditures for remaining fiscal year 1997 much 4 7/1 C.	To cover expenditures for remaining fiscal year 1997 from how D/A State mones	To cover expenditures for remaining fiscal year 1997, remp from D/A 6.222	To cover expenditures for remaining fiscal year 1997 remb from D/A State montes	ways mounts to cover expendences for remaining fiscal year 1997	To cover expenditures for remaining fiscal year 1997 framb from D/A State monies To cover expenditures for remaining fiscal year 1997 framb from D/A State monies	
Perrase ,	0 00	7 88 7			16 416 00					90,924.50 V				140 521 54					11 763 60			
Mean) 200	24 00 /	6,497.56 V	19.91 V 100 001	16 416 00	7 0000	2 (4 (4 ())) / () /	> 78 COL 25	7 60 74	· · · · · · · · · · · · · · · · · · ·	/ ****	1,790.5	> 00 / 67 C	> 9+ +cq ccr		10,317 63	489.29	* 54 446	2		20 993 86 / 10 000 00 /	
	Rural Transn Commgenes	Indigent Health Care DETCOG & TAC Dues	HotelMotel Tax Distribution	P 63 Bank service fees & charges P 63 Bank service fees & charges	Ruphi-of Way Precincs #2 Fund Balance	Salanes	Social Security	Operating Expenditures	Capital Project Outlans	Fund Balance	FEMA Fund Protect Expenditures	Emergency Memi Administration Free	Flood Buyout Vinganon	Fund Balance	7/4 U.S. 10 10 10 10 10 10 10 10 10 10 10 10 10	Social Security	Represent	Unemploymen	Fund Balance		LVA Special Fund. Operating Expenditures Salary Transse, to General Fund.	
	010-401-425	010-691-481	011-104-110	012-456-310 012-457 310	015-625-202	028-661 105	028-661 201	028-661 3,4	028-661 531	028-271-000	03+69+60	034-700-695	034-\$00-695	034-271-000	048-476-104	048-476-201	048-476-203	048-476-306	048-271-000	2010	049476-700	

To cover expenditures for remaining fiscal year 1997 remb from D/A Sust monies Move monies to cover expenditures for remaining fiscal year 1997	To cover expendinues for remaining fiscal vear 1997 from CVO Issue To cover expendinues for remaining fiscal year 1997 from CVO Issue To cover expendinues for remaining fiscal year 1997 from CVO Issue To cover expendinues for remaining fiscal year 1997 from CVO Issue To cover expendinues for remaining fiscal year 1997 from CVO Issue Move mones to cover expendinues for remaining fiscal year 1997	/ To cover expenditures for remaining fiscal year 1997 from CAO Issue Move moutes to cover expenditures for remaining fiscal year 1997	To cover expendences for remaining fiscal year 1997 from CVO Issue Move montes to cove expendences for remaining fiscal year 1997	To cover expenditures for remaining fiscal year 1997 from C/O Lesse Move mouses to cover expenditures for remaining fiscal year 1997	On Site Sewer Revenues Receipted for fiscal year 1997	To cover expenditures from drug serzure account To cover expenditures for drug serzure funds distribution Move montes to cover expenditures for remaining fiscal year 1997	To cover transfers from permanent school find to available school fund Move montes to cover expendentes for remanning fiscal year 1997	To cover school distribution and tax payments for fiscal year 1997 Move momes to cover expenditures for remaining fiscal year 1997	To cover expenditures from Federal Shanng Revenues Move monues to cover expenditures for remaining fiscal year 1997	Dufference \$68 309 58 consists 6 497 56 Hotel/Mord Tax Revenues, 119 97 for IP2 & IP3 bank service fees, 2,305 50 Webster Trust salaries expenditures, and \$9386.55 on-afte sewer project
31,588 80	337 423 10	V 08 800	155 000 000 V	105,336.93		6 625 34	16 537 88 ~	138 629.35 /	2 197 98	1 053 938 14
34.8	5 965 00 / 133 182.40 / 152,629 00 v 37,221.70 / 13,425 00 /	CH8 80	155 000 00 T	105,336 93	59,386.55 V	5 055 34	16,537 88 🗸	138 629.35 ~	2,197 98	1 122,247 72
Transfer to D/A Hot Check Fund Fund Balanca	Landfill CO - Construction Expenditures Engineering Fees Land Acquisation Monitoring Fees Equipment Purchase Outlays Fund Balance	1991 CO Building Renovation Fund Balance	Prism CO Transfer to Debt Service Reseld Briefst-Free Free FLAND Balance	1994 C/O Building Renovation Fund Balance	Construction Expenditures	Sheriff Expenditures Seizure Pending Account Fund Balance	Transfer to Available School Fund Fund Balance	School Distributions & Tax Payments Fund Balance	Operating Expenditures Fund Balance	Date Approved
049-700-048	070-995-390 070-995-402 070-995-530 070-995-530 070-995 571	071 910-550 Q71 271-000	072 700-061 072 271-000	073 910-530 073 271-000	082-409-580	090 560-199 090 581-499 090 271-000	091 700-092 091 271-000	092-699-4 89 092-271-000	095 560-334 095 271-000	

173

POCK COUNTY - BUDGET AMENDMENT
REQUEST #98-05
REQUESTED 1/27/98
REQUESTED BY Karen Remmert, County Auditor

Comments	Reimb from James Walters Reimb from Steepy Hollow POA To cover expenditures for fy98 Move monies to cover expenditures for fy98	Reimb from Yaupon Cove POA & Creekside POA	Raimb from VFW #5521	To cover purchase of equipment in bid 97 29 per James Richar Move monies to cover purchase of bid 97 29
Decresse	200 00			102,000 00
Increase 579 RA	163 80 416.00 200.00	332195	375 00	102,000 00
CULUTET/MATERIAL REIMB	015-621 338 Road&Bridge Pc#1 Cuiverts 015-621 339 Construction Materials 015-621-441 GasyHeat 015-621 571 Road Equipment Outlays	Road&Bridge Pcdf2 Construction Material Culuf.Pt/marselal. Retime		Landfill - Capital Purchase Outlays Parts & Repairs
CT 015 369 100	015-021 338 015-021 339 015-021-441 015-021 571	015-622 339 0/5 369 200		032 595-571

3

Excess state training money carryover from fy97 per Marvin Taylor

21.24 22/24

010-554-427 Constable, PC#4 . Training J42 1, U PC+4 Criticalife . State Training

102,280,00 106-667.99

Difference 54 497 99 consists of reimbursements of 579 80 for Pcr #1 3 321 95 for Precinct #2, and 375 00 for Precinct #3 and 221.24 carryover for Constable,Pct

Approved By:

Page 1

John J. Thoughow

DATE 01/09/98

97 015-115-000 ACCOUNTS RECEIVABL 97 015-623-420 TELEPHONE 97 015-624-420 TELEPHONE 97 015-624-420 TELEPHONE 97 015-622-420 TELEPHONE 97 051-115-000 ACCOUNTS RECEIVABL 97 010-115-000 ACCOUNTS RECEIVABL 97 010-409-420 TELEPHONE EXPENSE 97 010-695-420 TELEPHONE PROPERTY 97 010-695-420 TELEPHONE EXPENSE 97 010-695-420 TELEPHONE EXPENSE 97 010-695-420 TELEPHONE EXPENSE 97 032-415-000 ACCOUNTS RECEIVABL 97 032-415-000 ACCOUNTS RECEIVABL

2 2 2 3
Ä
BILLS
P
SCHEDULE

PLIND DESCRIPTION DISBURSEMENTS

AOF

SCHEDULE OF BILLS BY FUND

DISBURSEMENTS

010 GENERAL FUND FUND DESCRIPTION

350 00

TOTAL OF ALL FUNDS

THE PRECEDING LIST OF BILLS 24 ABLE WAS REVJEWED AND APPROVED FOR PAYMENT APPROVED BY XAAR DATE //2/98

O
5
π
~
œ
ιn
ű
님
6
P
백
5
8
Ï
Ģ

DISBURSEMENTS	15 043 22 1 023 86 555 00 527 44 502 00	17 351 52	THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PA HENT	APPROVED BY DONCH CONTROL +
FUND DESCRIPTION	010 GENERAL FUND 015 ROAD & BRIDGE AGN 032 ENVIRONHENTAL SERVICES 051 AGING DEPT 088 JUDICIARY FUND	TOTAL OF ALL FUNDS	THE PRECEDING LIST OF BILLS PAYABLE 4	DATE JEAL 12, 1998 APPROVED

APPROVED BY

DISBURSEMENTS

SCHEDULE OF BILLS BY PURD

010 GENERAL FUND 032 ENVIRONMENTAL SERVICES TOTAL OF ALL FUNDS

FUND DESCRIPTION

APPROVED BY

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

FULE
œ
811.5
B
SCHEDULE

SCHEDULE OF BILLS BY FUND

DISBURSEMENTS

FUND DESCRIPTION

O15 ROAD & BRIDGE ADM

TOTAL OF ALL FUNDS

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT DATE /20/9 2 00 058

VOL

THE PRECEDING LIST OF BILLS PAYABLE WAS PEVIENED AND APPROVED FOR PAYHENT 015 ROAD & BRIDGE ADM FUND DESCRIPTION DISBUPSEMENTS 375 00 375 00

SCHEDULE OF BILLS BY FUND

SCHEDULE OF BILLS BY FUND

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT DATE 120/98 APPROVED BY SAME FOR PAYMENT FUND DESCRIPTION
049 DISTRICT ATTY HOT CHECK FUND TOTAL OF ALL FUNDS DISBURSEMENTS

DATE JAM 82,1998 APPROVED B KASEL SAMMENT AMONG THE GALL SAMMENT APPROVED B KASEL SAMMENT AMONG THE GALL AMONG	TOTAL OF ALL FUNDS	_	FUND DESCRIPTION
REVIEWED AND APPROVED FOR PAYMENT SOME SOME SOME SOME SOME SOME SOME SOME	15 628 551	0158URSEPENTS 96 893 20 24 420 69 13 303 40 60 50 240 50 746 80 75 00 1 306 52	

SCHEDULE OF BILLS B FUND

THE PRECEDING LIST OF BILLS PA ABLE WAS REVIEWED AND APPROVED BY

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION

GENERAL FUND ROAD & BRIDGE ADM TOTAL OF ALL FUNDS

THE PPECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT DATE CALL SO THE PROPERTY OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT APPROVED BY LALLING 1 214 96 374 06 1 589 02

3	(E)	3	G .	3	(E)	E C	3	3	3	3	3	9	9		3		3	:	3	3	3	3	3	3	200	, 2,	0000000
									WALL	THUMAS	MCHAROSON	JOHN L	AUCHEY AN	BLACGUM	KEVN	MCKEE	RANDY L	THOMPSON	ANGELA K	9	MAC	EDVER SE	OWA .		EBANK 8	THE COVER	THE NAME OF
									LIVINGSTON	OMEN	PCT #4	ROAD & BRIDGE	9	4316343	ž		JAJE.		¥	MANAGEMENT	WASTE	MANAGEMENT	WASTE	,	TAL.	DEPT	A marian
									HEAD COOK	#1264	TRUCK DRIVER	#905	TELICOM SUPERVISOR	\$1041	CORRECTIONS OFF/SHIFT SUP	CORRECTION & OFFICER	#1055	CORRECTIONS OFFICER	#1056	COLLECTION STATION ATT	1904	COLLECTION STATION ATT	#904	CORRECTIONS OFFICER	#1055	CLASSIFICATION	BOL
									PART TIME	REGULAR	FULL TIME	TEMPORARY	FULL TIME	REGULAR	FULL TIME	REGUI AR	TEMPORARY	FULL TIME	REGULAR	PART TIME	REGULAR	PART TIME	REGULAR	FULL TIME	TEMPORARY	EMPLOYEE	TYPE OF
									35 82	UNCLASSIFIED	\$17,359 48	12(1)	\$18,233.05	191	\$20 114 59	15/1	12(1)	\$17 359 48	12/1	\$5.15	UNCLASSIFIED	\$5.15	UNCLASSIFIED	\$17 359 48	12(1)	GROUP	SALARY
											EFFECTIVE 01 25-46	NOTE THE PARTY OF	EFFECTIVE - (A1-40-90) 7 1 2 1 7 0		EFFECTIVE 01 21-98	MENT NOREASE 19/2 \$20 607.30	EFFECTIVE 01-27-90	CALEGUIA ALTON	RECURSOR 10 COOK STATE OF 1/21/90 (0)		CHANGE TO LABOR POOL SAME PAY	EFFECTIVE (01 14-90)	高手高 かるの ひ	21-96	\$17,359 48	TAKEN	ACTION

DATE JANUARY 14 1998 THROUGH JANUARY 26 1998