



FILED & RECORDED
OFFICIAL PUBLIC OFFICE

99 JUL -7 / 11 9 52

NOTICE
FILED

**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 Tuesday, July 13, 1999 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 7, 1999

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 7, 1999, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, July 7, 1999

Barbara Middleton, County Clerk

By Barbara Middleton



COMMISSIONERS COURT AGENDA

for: TUESDAY - JULY 13, 1999 - 10 00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments
- 2 INFORMATIONAL REPORTS
 - A 1998 Safety Award Report
 - B Proclamation honoring Bob Armentrout
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, June 22, 1999 (Special & Regular meetings)

*June 3rd
amended*

NEW BUSINESS

- 4 CONSIDER RESOLUTION ADOPTING NUISANCE ABATEMENT PROCEDURES FOR UNINCORPORATED AREAS OF POLK COUNTY - AS ESTABLISHED BY THE TEXAS HEALTH & SAFETY CODE, SEC 343, AS AMENDED
- 5 CONSIDER APPOINTMENT OF A FIVE MEMBER BOARD TO SERVE IN THE HEARING AND REVIEW CAPACITY OUTLINED BY THE COUNTY'S PRIVATE WASTE HAULER'S ORDINANCE AND THE NUISANCE ABATEMENT PROCEDURES
- 6 CONSIDER APPROVAL OF LEASE AMENDMENTS REQUESTED BY CERTAIN SCHOOL LAND SURFACE LEASEHOLDERS
- 7 CONSIDER APPROVAL OF SANITARY CONTROL EASEMENT AT SOUTHLAND PARK, AS REQUIRED BY TNRCC REGULATIONS
- 8 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID#99-11 (SALE OF BUS)
- 9 CONSIDER APPROVAL TO TRANSFER INDIGENT HEALTH CARE SYSTEM SOFTWARE AGREEMENT TO VERICLAIMS, INC

CONSENT AGENDA ITEMS

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

ADJOURN

Next regularly scheduled meeting - July 27, 1999, 10 00 a m

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY



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**ADDENDUM TO
NOTICE OF MEETING # 67**

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JULY 13, 1999 AT 10 00 A M

ADD,

- 13 RECEIVE INTERNAL AUDIT REPORT ON MOTOR VEHICLE DIVISION OF TAX OFFICE**

Posted on July 9, 1999

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 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 9, 1999 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated July 9, 1999

Barbara Middleton, County Clerk

By *Barbara Middleton*

STATE OF TEXAS)

DATE JULY 13, 1999

COUNTY OF POLK)

"REGULAR" CALLED MEETING
ALL PRESENT

"COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE 13th DAY OF JULY, 1999
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" SPFIGHTS-COUNTY COMMISSIONER PCT#1, BOBBY SMITH
COUNTY COMMISSIONER PCT#2, JAMES J "Buddy" PURVIS COUNTY
COMMISSIONER PCT#3, R R "Dick" HUBERT-COUNTY COMMISSIONER
PCT#4, BARBARA MIDDLETON COUNTY CLERK & BILL LAW- COUNTY
AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES
WERE DULY HAD, CONSIDERED & PASSED

- 1 WELCOME & CALLED TO ORDER BY JUDGE JOHN P THOMPSON
AT 10 00 A M
REV WINDLE KEE, PASTOR OF ONALASKA CHURCH OF CHRIST
DELIVERED THE OPENING PRAYER

PUBLIC COMMENTS

- A Elton Gregory of Polk County came before the court to make complaints
about the District Attorney and/ or Sheriffs Dept He was referred to the
District Court

2. INFORMATIONAL REPORTS

- A SYLVIA BIVENS, COUNTY EXTENSION AGENT PRESENTED
CERTIFICATES TO ELECTED OFFICIALS FOR ATTENDANCE
AT TEXAS A & M, V G YOUNG INSTITUTE FOR CONTINUING
EDUCATION
- B JOHN McDOWELL EMERGENCY MANAGEMENT COORDINATOR,
PRESENTED SAFETY AWARD PLAQUES TO WASTE MANAGEMENT
DEPARTMENT AND POLK COUNTY JAIL, FOR BEING ACCIDENT FREE
THIS PAST YEAR SHERIFF NELSON THANKED HIS EMPLOYEES
IN THE JAIL
- C SCOTT SPRINGFIELD OF RURAL METRO AMBULANCE, REPORTED
ON THE PAST 4th OF JULY WEEKEND CALLS MADE, AND HOW MANY
NEW AED's (Heart Defibrilators) WILL BE PLACED IN VARIOUS FIRST
RESPONDERS UNITS
- D JUDGE THOMPSON, REPORTED THAT LANG A PRESCOTT, JR
PASSED AWAY AND HIS FUNERAL WILL BE AT 11 00 A.M TODAY
AT THE LIVINGSTON HIGH SCHOOL AUDITORIUM

- 3 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,
APPROVAL OF MINUTES FOR MEETINGS OF JUNE 22, 1999
(PUBLIC HEARING & REGULAR MEETINGS)
ALL VOTING YES
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS
APPROVAL OF "RESOLUTION" ADOPTING NUISANCE ABATEMENT
PROCEDURES FOR UNINCORPORATED AREAS OF THE COUNTY -
AS ESTABLISHED BY THE TEXAS HEALTH & SAFETY CODE, SEC 343,
& THE TEXAS TRANSPORTATION CODE, SEC 683, AS AMENDED
ALL VOTING YES (SEE ATTACHED)
- 5 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,
APPROVE APPOINTMENT OF A FIVE MEMBER BOARD TO SERVE IN
THE HEARING AND REVIEW CAPACITY OUTLINED BY THE COUNTY'S
AND THE NUISANCE ABATEMENT PROCEDURES
1 BURT WILLS
2 E JACK OLIVER
3 DELORES SWEARINGEN
4 JOE ROEDER, Sr
5 KARL SHANK
ALL VOTING YES
- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS
TO APPROVE OF LEASE AMENDMENTS REQUESTED BY CERTAIN
SCHOOL LAND SURFACE LEASEHOLDERS
ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,
APPROVAL OF A SANITARY CONTROL EASEMENT SURROUNDING
WATER WELL AT SOUTHLAND PARK, AS REQUIRED BY TNRCC
REGULATIONS
ALL VOTING YES (SEE ATTACHED)
- 8 BID #99 11 "SALE OF BUS"
MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY BOBBY SMITH,
TO AWARD BID FOR SALE OF BUS TO JAMES AUBREY, AMOUNT
OF \$ 603 00, which is the highest bid received
ALL VOTING YES
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,
APPROVAL OF INDIGENT HEALTH CARE SYSTEM SOFTWARE
AGREEMENT WITH VERICLAIMS, INC
ALL VOTING YES (SEE ATTACHED)

10 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,
 APPROVAL OF BUDGET AMENDMENTS #99-19
 ALL VOTING YES (SEE ATTACHED)

11 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,
 APPROVAL AND PAYMENT OF BILLS (by schedule) plus addendums
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
6 22 99	54,364 58	141963 - 141989
6 24 99	54,467 26	Electronic Transfer (Emp Withholdings)
6 24 99	168,601 31	141990 - 142001
6 25 99	336 96	142002
6 28 99	- 509 26	141807 Voided Check
6-28 99	22,583 39	41 45 468 472 234 236
6 29 99	30 38	473
6-29 99	146,113 13	142003 - 142012
6 30 99	1,000 00	142013
7-02-99	18,530 99	142014 - 142018
7-05 99	32,605 75	142019 - 142091
7-05-99	130,381 23	142092 - 142243
7-08 99	170,056 57	142244 - 142255
7-08 99	- 895 80	141112 Voided Check
7 09 99	54,671 46	Electronic Transfer (Withholdings)
7-12 99	110,468 53	142256 142299
7-13-99	47,742 08	Addendum (To appear on future schedule)

12 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,
 APPROVAL OF PERSONNEL ACTION FORM, DELETE#16 (REVISED LIST)
 ALL VOTING YES (SEE ATTACHED)

13 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH,
 TO RECEIVE INTERNAL AUDIT REPORT ON MOTOR VEHICLE
 DIVISION OF TAX OFFICE
 ALL VOTING YES (SEE ATTACHED)

14 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS
TO ADJOURN COURT THIS 13th day of JULY 1999, AT 10 40 A M
ALL VOTING YES



JOHN P THOMPSON, COUNTY JUDGE

ATTEST



BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT9\JUL13 WPD

Item #4

RESOLUTION
OF THE POLK COUNTY COMMISSIONERS COURT
 Supporting Adoption of Abatement Procedures Established By Section 343 022 of the Health & Safety Code and Section 683 074 of the Transportation Code of the State of Texas For the Authority to Abate A Public Nuisance In Unincorporated Areas of A County


Whereas, Section 343 021 of the Health & Safety Code of the State of Texas and Section 683 074 of the Transportation Code of the State of Texas provides that in order to abate a nuisance by demolition or removal a county must adopt abatement procedures for demolition or removal of a nuisance and

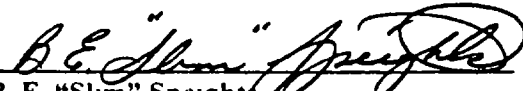
Whereas, those abatement procedures must be consistent with the general purpose of Chapter 343 and Chapter 683 Abatement of Public Nuisances and

Whereas, there is an existing need within the boundaries of Polk County to abate certain nuisances by demolition or removal

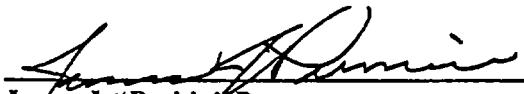
Now, Therefore, be it Resolved by this Commissioners Court that we do hereby recognize the need to abate nuisances within Polk County and therefore adopt the Abatement Procedures established by Section 343 022 of the Health & Safety Code of the State of Texas and Section 683 074 of the Transportation Code of the State of Texas

Resolved and adopted on this the 13th day of July, 1999


 John P. Thompson
 County Judge Polk County Texas


 B. E. "Slim" Speights
 Commissioner Precinct 1


 Bobby Smith
 Commissioner Precinct 2


 James J. "Buddy" Purvis
 Commissioner, Precinct 3


 R. R. "Dick" Hubert
 Commissioner Precinct 4


 Barbara Middleton, County Clerk

Item # 5

TO Polk County Judge John Thompson
 FROM Jay Barbee
 DATE 11 June 1999
 SUBJECT Review Board members for Waste Hauler Ordinance

The following named individuals have been submitted by their respective Road & Bridge Commissioner and Polk County Judge to serve as members of the Review Board for the Polk County Waste Hauler Ordinance

- | | | |
|------------|--|---|
| Precinct 1 | Burt Wills
HCO1 Box 609B
Goodrich, Texas 75335 | Telephone 409-365-2794 |
| Precinct 2 | E Jack Oliver
5784 Lake Livingston Blvd
Livingston Texas 77351 | Telephone 409-967 4139 |
| Precinct 3 | Delores Swearingen
100 Old Barnum Road
Corrigan, Texas 75939 | Telephone 409-398-5276 Residence
409-398-4171 Office |
| Precinct 4 | Joe Roeder, Sr
2058 Wilson Lake
Livingston Texas 77351 | Telephone 409-563-2688 |
| At Large | Karl Shank
P O Box 115
Livingston Texas 77351 | Telephone 409-646-3600 Residence
409-327-7484 Office |

In the near future I will request Polk County Commissioners Court to adopt ordinances for Public Nuisance and Junk Cars. These two new ordinances will each require the establishment of a review board. Therefore, with the approval of the District Attorney's Office it is my plan to use the above selected individuals as a single review board for all three county ordinances.

#6



**ADDENDUM TO SURFACE LEASE
OF POLK COUNTY SCHOOL LAND**

In consideration of the written request of the Lessee received at the regular session of the Polk County Commissioners Court on July 13, 1999, this addendum shall serve to amend the surface lease agreement entered into on July 1, 1996 by and between POLK COUNTY ("Lessor") and JOHN T AND ELSIE S DAVIS, JR. ("Lessee") for Polk County School Land located in Throckmorton County, Texas as follows,

**** the named Lessee shall be amended to "John T. and Elsie S. Davis, Jr. and daughters Betty Gayle Corley and Johnna S. Weatherbee".**

Polk County:

John P. Thompson
By John P. Thompson, County Judge

ATTEST

Barbara Middleton
Barbara Middleton, County Clerk

Lessee:

John T. Davis, Jr.
John T. Davis, Jr.
Elsie S. Davis

Elsie S. Davis

Betty Gayle Corley
Betty Gayle Corley

Johnna S. Weatherbee
Johnna S. Weatherbee

The State of Texas
County of Throckmorton

This instrument was acknowledged before me on the 10th day of August, 1999 by John T. Davis, Jr



Tamra Gray
Notary Public in and for the State of Texas
Tamra Gray
(Printed name of Notary, if not affixed to seal)



**ADDENDUM TO SURFACE LEASE
OF POLK COUNTY SCHOOL LAND**

In consideration of the written request of the Lessee received at the regular session of the Polk County Commissioners Court on July 13, 1999, this addendum shall serve to amend the surface lease agreement entered into on July 1, 1996 by and between POLK COUNTY ("Lessor") and MARGARET OLDHAM ("Lessee") for Polk County School Land located in Throckmorton County, Texas as follows,

** the land usage is hereby amended from 376 4 ac in cultivation and 269 1 ac in grazing - for a total of 645 5 ac to 359 9 ac in cultivation and 285 6 ac in grazing - for a total of 645 5 ac Accordingly, the annual lease installment due on or before July 1, 1999 and July 1, 2000 is reduced from \$6,991 50 to \$6,826 50

Polk County

John P. Thompson
By John P Thompson, County Judge

Lessee

Margaret Oldham
Margaret Oldham

ATTEST

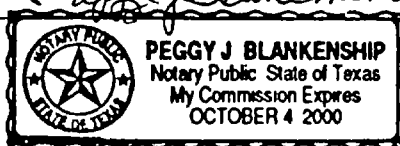
Barbara Middleton
Barbara Middleton, County Clerk

The State of Texas
County of Baylor

This instrument was acknowledged before me
on the 21 day of July, 1999
by Margaret Oldham

Peggy J Blankenship
Notary Public in and for the State of Texas

(Seal)

Peggy J Blankenship




ADDENDUM TO SURFACE LEASE
OF POLK COUNTY SCHOOL LAND

In consideration of the written request of the Lessee received at the regular session of the Polk County Commissioners Court on July 13, 1999, this addendum shall serve to amend the surface lease agreement entered into on July 1, 1996 by and between POLK COUNTY ("Lessor") and HARLEY OLDHAM ("Lessee") for Polk County School Land located in Throckmorton County, Texas as follows,

** the land usage is hereby amended from 121 65 ac in cultivation and 40 2 ac in grazing - for a total of 161 85 ac to: 115.3 ac. in cultivation and 48 7 ac in grazing - for a total of 164 ac. Accordingly, the annual lease installment due on or before July 1, 1999 and July 1, 2000 is reduced from \$2,025 75 to \$1,973.00

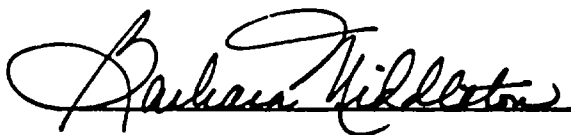
Polk County


By John P. Thompson, County Judge

Lessee


Harley Oldham

ATTEST

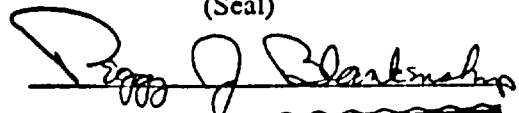

Barbara Middleton, County Clerk

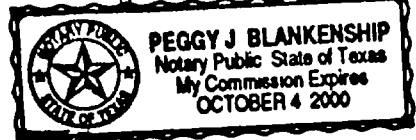
The State of Texas
County of Baylor

This instrument was acknowledged before me
on the 21 day of July, 1999
by Harley Oldham

Peggy J Blankenship
Notary Public in and for the State of Texas

(Seal)





COPY

#7

SANITARY CONTROL EASEMENTDATE 7/13, 1999

GRANTOR Polk County

GRANTOR'S ADDRESS County Courthouse, Livingston, TX 77351

GRANTEE Polk County

GRANTEE'S ADDRESS County Courthouse, Livingston, TX 77351

SANITARY CONTROL EASEMENT

Purpose, Restrictions, and Uses of Easement

- 1 The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control
- 2 The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines stock pens feedlots dump grounds privies cesspools septic tank or sewage treatment drainfields improperly constructed water wells of any depth and all other construction or operation that could create an insanitary condition within upon or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
- 3 The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers and cement lines is specifically prohibited within a 50 foot radius of the water well described and located below.
- 4 This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos 2 and 3 are recognized and followed.
- 5 This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well.

The Grantor's property subject to this Easement is described in the documents recorded at 13.35 acre tract described in Volume 241, Pages 721 of the Real Property Records of Polk County, Texas

Property Subject to Easement 1.194 acres

All of that area within a 150 foot radius of the water well located 281 feet S 81° 13' W from the southeast corner of said 13.35 acre tract in Book 241, Page 721 of the Polk County Property Records Polk County Texas

TERM

This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor for a period of two years from the date that this easement is recorded. After which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT

Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION

Invalidation of any one of these restrictions or uses (covenants) by a judgement or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR

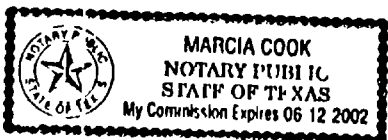
By


 John P. Thompson
 Polk County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF POLK §

BEFORE ME, the undersigned authority, on the 13th day of July, 1999, personally appeared John P Thompson, Polk County Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that John P Thompson executed the same for the purposes and consideration therein expressed

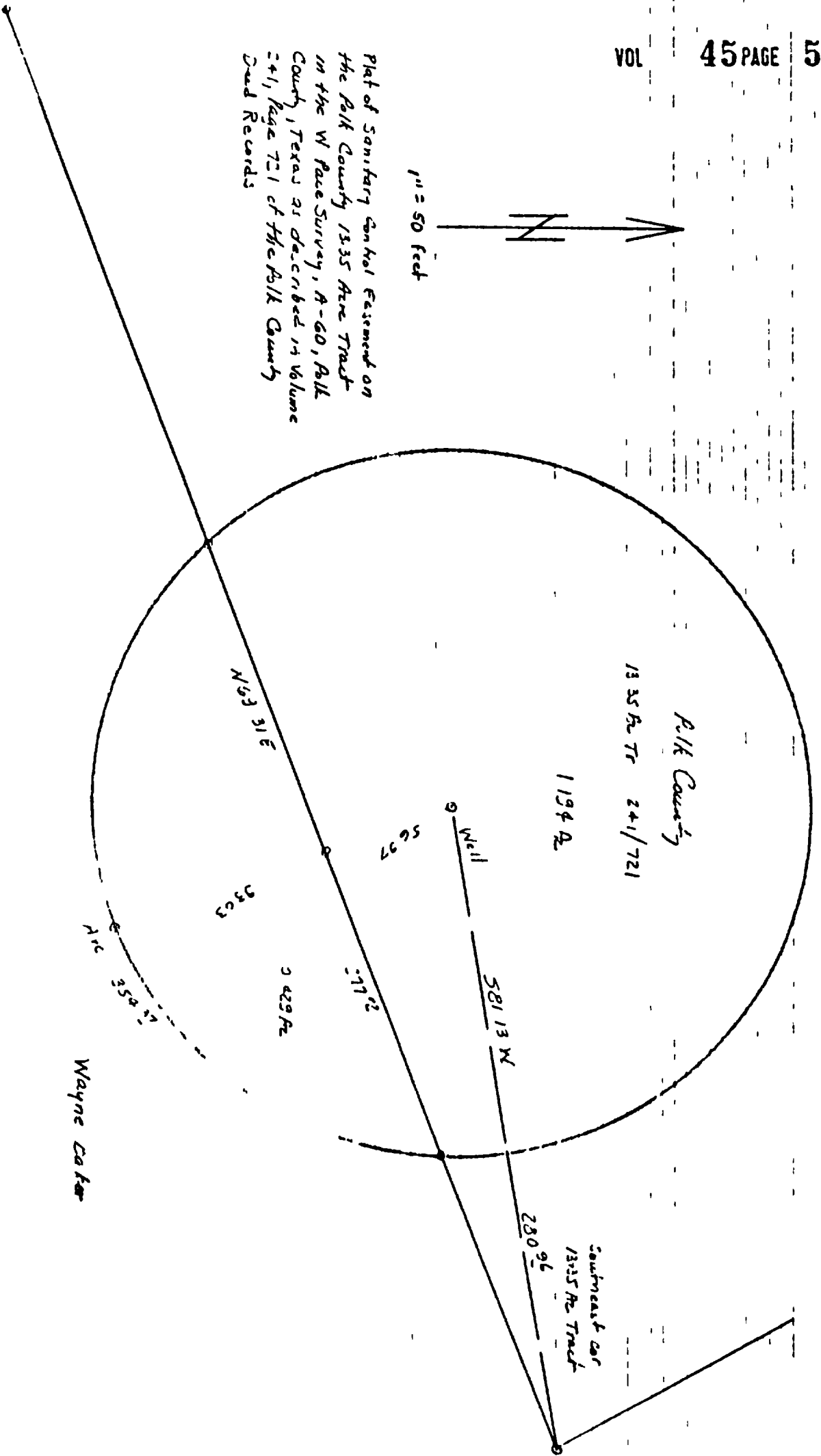
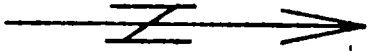


Marcia Cook
Notary Public in and for
The State of Texas
My Commission Expires _____

Recorded in Polk County Courthouse, Livingston, Texas on _____, 1999

Plat of Sanitary School Easement on
the Polk County 1335 Acre Tract
in the W Pace Survey, A-60, Polk
County, Texas as described in Volume
241, Page 721 of the Polk County
Deed Records

1" = 50 feet



#9

VERICLAIMS, INC.

9039 Katy Freeway
Suite 534
Houston, Texas 77024
Telephone (713) 647-7244
Facsimile (713) 647-6847

SYSTEM SOFTWARE LICENSING AND SUPPORT AGREEMENT

The County of Polk, acting by and through the County Commissioners' Court ("the County") and VeriClaims, Inc ("VeriClaims") do hereby enter into the following agreement to facilitate compliance with the Texas Indigent Health Care and Treatment Act ("the Act")

1 BACKGROUND

VeriClaims is in the business of providing administrative services and custom software for counties providing indigent health care pursuant to the Act. The County desires the licensed use of, and support for, custom claims software developed and owned by VeriClaims

2 DATE OF COMMENCEMENT

✓

This Licensing and Support Agreement ("LSA") is executed this 13th day of July, 1999. Performance and payment shall begin under this LSA on the designated Commencement Date. The Commencement Date of this LSA shall be the 13th day of July, 1999, in continuation of the agreement executed on January 26, 1999 between Polk County and ASO North America and payment made from 1/24/99 - 1/25/2000

3 PURPOSE AND GENERAL PROVISIONS

The County desires to employ VeriClaims to render the independent services in connection with the County's compliance with the Act. This LSA shall set forth the rights and obligations of each of the parties hereto

- a. Each party hereto represents and warrants to the other that it has full right and authority to enter into this LSA and to perform the obligations contained herein and that all actions required to be taken by each party as a condition precedent to the valid execution of this LSA have been completed. This LSA constitutes a legal, valid, and binding obligation of the parties enforceable in accordance with its terms.
- b. VeriClaims shall at all times be deemed a vendor and/or independent contractor as to the County, and this LSA shall not be construed to make VeriClaims a partner or joint venturer with the County. Nothing in this LSA shall be construed to make VeriClaims an insurer, Administrator, or fiduciary.

- c Nothing herein contained shall be construed as prohibiting VeriClaims from entering into agreements with other parties, which agreements are similar in nature or which contemplate activities similar to this LSA
- d The County is contracting with VeriClaims under this LSA to provide administrative services. Nothing in this LSA shall be construed to require VeriClaims to collect premiums or contributions to adjust or settle claims on behalf of the County or to undertake any other action which would qualify VeriClaims as an "administrator" under Article 21.07-6 of the Texas Insurance Code. It is understood and agreed by the parties that VeriClaims is not an "insurer," "administrator," or otherwise "in the business of insurance" as those terms are defined/construed by the Texas Insurance Code.

4 THE SOFTWARE AND SUPPORT

- a VeriClaims shall provide a limited license to County for use of the VeriClaims custom claims software ("the Software"). VeriClaims shall also provide telephone support in the use of the Software.
- b VeriClaims shall provide County licensed use of all new releases of the Software. Such releases, including all related programs and documentation, shall be subject to the terms of this LSA. VeriClaims makes no express or implied promise, representation, covenant, or warranty regarding the frequency of such new releases or the extent and nature of enhancements to be incorporated into such new releases.
- c VeriClaims shall have the exclusive right to protect the Software by copyright or any other means. The software is comprised of all original materials including the program and all related and printed materials that have been originated and prepared by VeriClaims. VeriClaims shall convey to County a nonexclusive license for the use of the Software upon receipt of payment in full pursuant to the terms of this agreement. The license shall specifically not include the right to reproduce, publish, or license the Software to other parties.
- d The County acknowledges that the Software includes the proprietary rights, including but not limited to intellectual property rights, and trade secrets of VeriClaims and any licensors through which VeriClaims obtained the rights to distribute the Software. VeriClaims for itself and such licensors expressly reserves title to and ownership of all such proprietary rights and all copies of all or part of the Software. Except as expressly provided by this Agreement: a) the County shall not, and shall not attempt to, alter or impair the foregoing proprietary rights; and b) no provision of this Agreement shall be construed to grant to the County any right or license in the Software or such proprietary rights, whether by implication, estoppel or otherwise.
- e County hereby acknowledges and agrees that the Software enhancements and modifications related information and other materials provided by VeriClaims under this agreement are valuable and confidential trade secrets of VeriClaims and are the sole and exclusive property of VeriClaims. County shall not use, copy or duplicate, nor shall County disclose, provide or otherwise make available to other parties any of said confidential information and trade secrets. County shall not use any of said confidential information to compete in any manner.

whatsoever with VeriClaims and shall use its best efforts to protect VeriClaims's proprietary interest in and the confidentiality of said confidential information.

- f County agrees to provide access to data regarding the indigent accounts necessary for VeriClaims to test any computer programs and/or software developed via modem transmitting no less than 5600 baud rate. Optionally, County will be responsible for installation of software upgrade as provided via floppy disks mailed from VeriClaims
 - g County shall maintain an employee through whom it shall make all requests for support under this agreement
- 5 VeriClaims shall provide on-site training for two consecutive days during the two week period immediately following date of installation. Training will include necessary materials and a program manual. Additional training can be provided as described herein

6 FEES AND COSTS

County agrees to pay fees as follows

SOFTWARE	INITIAL	ONGOING
INITIAL PROGRAM LEASE AND TRAINING FEE	\$ 4500 00	
SUBSEQUENT ANNUAL LEASE	0	\$ 4500 00
ADDITIONAL TRAINING (EACH OCCURRENCE) PER DAY	0	\$ 500 00
OPTIONAL CCE DETERMINATIONS	0	BILLED AS SHOWN ON ATTACHMENT A

The initial program fee shall be due and payable on the Date of Commencement. The annual maintenance fee due on the first day of October, each year of this LSA. The initial program fee and the annual maintenance fee are unrelated fees. The initial program fee shall never be substituted for or set off against the annual maintenance fee.

7 RENEWAL AND TERMINATION

- a. The Initial Term of this LSA is two years. If this LSA is terminated by the County prior to the completion of two years from the Date of Commencement of this LSA, the County shall pay to VeriClaims all fees and costs due for the remainder of the LSA's initial twenty-four (24) month period, based on the average monthly fee due VeriClaims during the most recent three months of service provided under this LSA.
- b. Either party shall have the right to terminate this LSA with respect to any service(s), effective

- c. Upon the failure of the other party to cure any monetary default (including failure to pay VeriClaims fees or charges or otherwise provide for allowed claims in compliance with the Act,
- d. Upon the failure of the other party to cure any material, non-monetary default within twenty (20) calendar days after written notice thereof, or to commence within that same period to cure any such default that cannot reasonably be resolved within twenty (20) days and to continue diligently working towards such cure thereafter for a period not to exceed ninety (90) calendar days,
- e. If either party is adjudicated as bankrupt, becomes insolvent, a temporary or permanent receiver is appointed by any court for all or substantially all of such party's assets either party makes a general assignment for the benefit of its creditors, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to such and it is not dismissed within forty five (45) days of such filing
- f. The County engages in any unethical business practice, the County conducts itself in a manner which in the reasonable judgment of VeriClaims is in violation of any federal state or other governmental statute rule or regulation the County (through its acts practices or operations) exposes VeriClaims to any existing or potential investigation or litigation or the County otherwise engages in conduct which VeriClaims deems inimical to the stated purposes of the Plan, or
- g. Upon the effective date of any fee adjustment proposed by VeriClaims in accordance with the terms of any Schedule(s), if the County does not agree to such adjustment by giving twenty (20) days advance written notification of such intent to terminate the LSA with respect to such Schedule(s) as of any renewal date or sixty (60) days advance written notification of such intent to terminate the LSA with respect to such Schedule(s) during any renewal term The County shall pay VeriClaims an amount equal to the fees for VeriClaims final month of service if proper termination notification is not given pursuant to this section
- h. Upon the effective date of the termination of this LSA for any reason, each party shall
- i. Pay to the other party all amounts due under this LSA within the lesser of twenty (20) calendar days or the time period specified herein
- j. Immediately cease to represent that VeriClaims is an administrative service provider with respect to the County and
- k. Immediately return to the other party any of its information and materials excluding Plan Records, bearing the other party's names or marks In the event that the County requests that VeriClaims release copies of information or materials to the possession of the County the County shall (a) send to VeriClaims by certified mail return receipt requested, thirty (30) days written notice of such request, and (b) pay additional fees set forth in this LSA. Alternatively information or materials may be destroyed with the other party's written consent,

8 LIABILITY

- a. STANDARD OF CARE *VeriClaims will use ordinary care and diligence in the creation maintenance and licensing of the Software and the performance of its duties under this LSA. However VeriClaims shall not be liable to the County or any third party for any act or omission unless such act or omission was not in good faith. The County understands that the Software and the services provided by VeriClaims may require the exercise of judgment and the County expressly agrees that any such exercise of judgment shall not be deemed to be a failure to use ordinary care and diligence.*
- b. WARRANTIES *The Software is sold "as is." VeriClaims disclaims any and all warranties of any kind or nature including warranties of fitness for any certain purpose, fitness for sale, quality, commercial practicality, performance, non-infringement, and/or merchantability. VeriClaims shall have no liability for damages or indemnity in any amount exceeding the initial program fee. In no event shall VeriClaims be liable for any claim by any third party against County, regardless of the form of action, whether in contract or in tort, including but not limited to negligence, any incidental damages arising out of delay, consequential damages, or lost profits, whether or not arising out of the performance or non-performance of VeriClaims under this agreement, notwithstanding the fact that VeriClaims may have been advised of the possibility of such damages.*
- c. VeriClaims shall not be responsible for damages or delays caused by events beyond VeriClaims's control.
- d. In the event that VeriClaims assists the County in the selection and engagement by the County of third-party entities to perform services relating to compliance with the Act, VeriClaims shall not be deemed an agent of the County with regard to such assistance and shall in no way be liable for any act or omission of any such entity.
- e. VeriClaims shall have no responsibility or liability to anyone for the results of professional services rendered by any other software or program vendor or service provider. VeriClaims shall have no right or obligation under this LSA to intervene in the determination of what services County shall secure to ensure compliance with the Act, or how any such services shall be rendered.
- f. Limitation of Liability. In no event shall the liability of VeriClaims to the County under this LSA exceed the initial program fee paid by the County to VeriClaims pursuant to this LSA.

9 MISCELLANEOUS

This LSA is an agreement solely between the County and VeriClaims for the performance of specified services by VeriClaims on behalf of the County. This LSA does not establish any duty of performance between VeriClaims and any Plan Participant under the Plan and does not constitute an agreement or contract between VeriClaims and any Plan Participant.

- a. This LSA contains the entire agreement of the parties. This written agreement supersedes any and all oral negotiations and/or representations of the parties hereto made in relation to this

transaction This agreement neither confers nor creates any rights or responsibilities not specifically enumerated herein

- b This LSA may be modified only by written attachment agreed to and executed by all of the parties hereto
- c This LSA shall be subject to and governed by the laws of the State of Texas Should litigation arise relating to the enforcement and/or interpretation of the terms and conditions of this LSA, it is agreed by the parties that jurisdiction and venue for such litigation shall lie exclusively with the Federal and/or State District Courts of Harris County, Texas
- d Any waiver or forbearance by VeriClaims of any breach (by the County) of any provision of this LSA shall not be construed as a waiver of any subsequent breach by the County No waiver shall be valid unless it is in writing and signed by the waiving party
- e This LSA shall be binding upon the parties to this agreement and their executors administrators, successors and assigns
- f The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision
- g VeriClaims shall be the sole owner of, retain all rights to, and may use in its sole discretion, without restriction, the Software, and all information, ideas materials, documentation, data, programs, or other knowledge it develops in the course of the performance of its duties under this LSA
- h The County shall comply with all federal, state, and municipal laws, rules regulations, and ordinances that are now or may during the term of this LSA, become applicable to the County in relation to the Claims, Benefits, and/or compliance with the Act
- i Upon termination of this LSA, all proprietary materials of VeriClaims which are in the County's possession, management, or control shall be immediately returned to VeriClaims
- j All notices, requests, demands, or other documents which may be or are required to be given or delivered pursuant to this LSA shall be in writing and shall be deemed to have been properly given or delivered when served personally on an officer or other designated official representative of the party to which they are addressed, or three (3) days after being deposited in the United States mail postage prepaid by registered or certified mail return receipt requested, addressed to the party as specified in the Schedule(s) attached hereto
- k Either party may change its address for notice purposes by delivering written notice of such change to the other party

10 SERVICE CONTRACT

The County agrees that this LSA is entered into as a professional services contract and executed pursuant to §262.024(a)(4) of the Texas Local Government Code The county the County and County Commissioners' Court agree that this LSA shall not be subject to, and expressly waive, any limitations on contingent debts and/or contingent obligations including, but not limited to any prohibition of contingent or

unfixed debts construed under Article 11, Section 7, of the Texas Constitution County the County and the County Commissioners Court further warrant and affirm that sufficient revenues exist within funds controlled by the County Commissioners Court to satisfy all of the County's obligations under this LSA.

Agreed to this 13th day of July 1999.

County of Polk

VeriClaims, Inc.

By John P. Thompson

By _____

Printed Name John P. Thompson

Alice Simms

Title County Judge

Date 7/13/99

Date _____

T
VOL.

45 PAGE 520

July 13 1999

BUDGET REVISION
#99-19

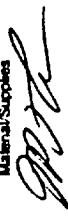
POLK COUNTY
By Bill Law County Auditor

#10

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Y T-D Change
010-405-427	Travel/Training		773.26	per request of Veterans Service Officer	1 700.00	926.74	773.26
010-405-572	Office Furnishings/Equipment	773.26			1 750.00	2,523.26	773.26
010-426-410	Family Services		335.20	purchase office furniture per Judge Phillips	600.00	350.00	-250.00
010-426-426	Travel/Training		286.39		900.00	0.00	-900.00
010-426-572	Office Furnishings/Equipment	601.59			2,500.00	3,101.59	601.59
010-271-000	Fund Balance		44,000.00	To cover additional expenses	190,000.00	177,200.00	27,200.00
010-435-400	Attorney Fees-District Court	30 000.00			20,000.00	24,000.00	4,000.00
010-435-406	Appeals & Transcripts	6,000.00			15,000.00	23,000.00	8,000.00
010-687-405	Autopsies	8,000.00					
010-503-423	Mobile Phone/Pagers	155.40		To set up pager expense line item	0.00	155.40	155.40
010-503-572	Office Equipment		155.40		2,500.00	2,344.60	155.40
010-510-300	Uniforms		700.00	To cover custodial supplies/repairs	2,000.00	1,300.00	700.00
010-510-330	Furnished Transportation		1,000.00		1,500.00	500.00	1,000.00
010-510-332	Custodial Supplies/Repairs	1 700.00			17,000.00	18,700.00	1 700.00
010-510-423	Mobile Phone/Pager	200.00		To cover pager expense	500.00	1,000.00	500.00
010-510-427	Travel/Training		200.00		1,000.00	500.00	-500.00
010-511-450	Repairs/Replacement-Buildings		1,270.00	To replace s/c unit	60,000.00	78,478.00	1,521.00
010-511-573	Capital Outlay	1,270.00			14,000.00	15,521.00	1,521.00
010-512-453	Equipment Repairs		415.00	To clarify as capital expenditures	4,000.00	1,985.00	-2,015.00
010-512-572	Office Furnishings/Equipment	415.00			1,500.00	1,915.00	415.00
015-610-427	Travel/Training		2,000.00	To cover additional travel costs	10,000.00	12,000.00	2,000.00
015-610-491	Equipment Insurance	2,000.00			13,563.00	11,563.00	-2,000.00
015-621 108	Salaries- Parttime		10,000.00	per request of Pct 1 Commissioner Spenghs	4,255.80	16,255.80	12,000.00
015-621 339	Const/Materials		10,000.00	to cover part time help expenses	91,047.13	313,183.19	222,136.06
015-368-100	Contract/Material Reimbursement	-56.30		Texas Landng Home Owners	0.00	-55,069.41	-55,069.41
015-621-337	Material/Supplies	56.30			11,000.00	13,937.78	2,937.78

Approved By

Date 7/15/99



July 13 1999

BUDGET REVISION #99-19

POLK COUNTY
By Bill Law County Auditor

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Y-T-D Change
015-369-200	Culvert Material Reimbursement	-228.43			0.00	18,659.79	18,659.79
015-622-336	Culverts	228.43		Forest Hills POA	10,500.00	10,778.43	278.43
015-625-102	Emergency Repairs		12,000.00	To cover additional expenses	121,392.00	9,952.00	111,440.00
015-622-337	Material/Supplies	5,000.00			17,500.00	22,500.00	5,000.00
015-622-336	Culverts	2,000.00			10,500.00	12,500.00	2,000.00
015-622-456	Parts & Repairs	5,000.00			35,000.00	52,000.00	17,000.00
015-625-103	Emergency Repairs		6,250.00	To cover additional expenses	150,606.00	1,416.00	149,188.00
015-623-337	Culverts	750.00			22,500.00	23,000.00	500.00
015-623-456	Parts & Repairs	5,500.00			69,198.00	121,198.00	32,000.00
015-625-104	Emergency Repairs		12,000.00	To cover additional expenses	136,566.00	23,053.00	113,513.00
015-624-337	Material/Supplies	2,000.00			7,000.00	8,980.00	1,980.00
015-624-338	Culverts	2,000.00			8,000.00	18,150.00	10,150.00
015-624-339	Construction Materials	8,000.00			47,000.00	79,153.00	32,153.00
032-595-427	Travel/Training	300.00		To cover travel expenses	10,000.00	8,900.00	-3,200.00
032-595-441	Gas/Oil		300.00		300.00	6.00	-300.00
032-595-354	Tires/Tubes		3,000.00	To cover repairs to 90 Mack Truck	15,000.00	7,000.00	-8,000.00
032-595-456	Parts/Repairs				50,000.00	70,000.00	20,000.00
040-650-334	Operating Expense		3,356.00	Upgrade Law Library System per Judge Phillips	12,000.00	8,644.00	-3,356.00
040-650-573	Capital Outlay	3,356.00			0.00	3,356.00	3,356.00
051-645-342	Dining Room Supplies		436.00	Adjust Capital outlay to actual	500.00	364.00	136.00
051-645-572	Equipment	436.00			4,000.00	6,036.00	2,036.00
084-342-900	Misc Revenue- Sale of Timber	246.37		Sale of timber from BTLE project	0.00	2,553.18	2,553.18
090-560-499	Sheriff's Account	1,306.44		Budget for deputies	2,688.63	14,972.67	12,284.04
		99,517.32	98,437.25	Difference due to additional revenue & Expenses			

Approved By
Date

Filed July 13, 1999
Deborah Widderton

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	18 465 75
011 HOTEL COOP AND TAX FUND	1 000 00
015 ROAD & BRIDGE ADM	16 887 49
034 FEMA DISASTER FUNDS	17 475 25
049 DISTRICT ATTY HOT CHECK FUND	485 00
051 AGING DEPT	51 10
TOTAL OF ALL FUNDS	54 364 58

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

V H LAW



COUNTY AUDITOR



JOHN THOMPSON

COUNTY JUDGE

John A. Thompson

DATE 06/24 1999 ELECTRONIC FEDERAL TA PAYMENTS VOUCHER PAGE 1
 REF # VEN # VENDOR NAME AMOUNT
 ACH049 FIRST STATE BANK \$54 467 26

TOTAL AMOUNT \$54 467 26

1999 010-502-100 SALARIES PAYABLE	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	21 996 01
1999 010-502-101 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	237 86
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	132 53
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	71 68
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	499 79
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	132 16
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	128 86
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	137 45
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	253 43
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	493 04
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	320 93
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	764 49
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	137 75
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	190 29
1999 010-503-2 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	1 258 14
FIRST STATE BANK			
1999 010-551-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	22 093 20
1999 010-552-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	7 06
1999 010-553-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	7 06
1999 010-554-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	2 374 42
1999 010-555-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	105 99
1999 010-556-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	216 78
1999 010-557-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	47 42
1999 010-558-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	171 37
1999 010-559-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	100 23
1999 010-560-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	6 109 86
1999 010-561-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	495 87
1999 010-562-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	414 01
1999 010-563-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	142 95
1999 010-564-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	500 40
1999 010-565-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	143 86
1999 010-566-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	77 01
1999 010-567-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	1 559 82
FIRST STATE BANK			
1999 010-595-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	12 792 21
1999 010-596-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	844 08
1999 010-597-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	15 01
1999 010-598-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	25 01
1999 010-599-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	1 108 70
1999 010-600-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	548 82
1999 010-601-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	18 40
1999 010-602-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	22 56
1999 010-603-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	52 08
1999 010-604-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	4 039 04
1999 010-605-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	1 477 89
1999 010-606-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	46 22
1999 010-607-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	30 21
1999 010-608-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	430 96
1999 010-609-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	185 13
1999 010-610-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	93 43
1999 010-611-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	545 58
1999 010-612-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	259 02
1999 010-613-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	1 063 52
FIRST STATE BANK			
1999 010-584-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	11 415 08
1999 010-585-201 SOCIAL SECURITY	FICA/VA PPE 06/21/99 04/25/99	06/25/99 M M 09	544 47
FIRST STATE BANK			

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	94 838 08
015	ROAD & BRIDGE ADM	30 290 89
027	SECURITY FUND	793 90
032	ENVIRONMENTAL SERVICES	8 654 66
048	DISTRICT ATTY SPECIAL FUND	380 63
051	AGING DEPT	5 812 12
083	MUSEUM OPERATING FUND	225 80
084	816 THICHAET BRIDGE PROJECT	548 95
101	ADULT SUPERVISION	16 058 45
104	DTP - CSR	349 78
108	CCP - SURVEILLANCE	1 753 90
109	SPECIALIZED CASELOAD CCP	909 25
184	JUVENILE PROBATION	2 485 99
185	CCAP - JUVENILE PROBATION	5 498 91
TOTAL OF ALL FUNDS		158 601 31

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

W H LAW



John A. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
049 DISTRICT ATTY HOT CHECK FUND	336 95
TOTAL OF ALL FUNDS	336 95

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

V H LAU
COUNTY AUDITOR
JOHN THOMPSON
COUNTY JUDGE



CHEC # 141807

BANK ACCT MAIN 06/28 1999 \$509 26
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****509 26

SMITH/ BOBBY

CHECK # 141807

015-610-427 ROAD & BRIDGE ADM 6 7-6/ 509 26
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	15 037 50
028 POLY COUNTY HISTORICAL COMM	511 97
034 BIG THICLET BRIDGE PROJECT	6 934 12
TOTAL OF ALL FUNDS	22 583 59

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

W H LAU

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

William H Lau


John P. Thompson


SCHEDULE OF BILLS E FUND

FUND DESCRIPTION DISBURSEMENTS

028 POLK COUNTY HISTORICAL COM	30 38
TOTAL OF ALL FUNDS	30 38

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

W H LAW 

COUNTY AUDITOR 

JOHN THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	93 577 96
015	ROAD & BRIDGE ADM	22 091 30
027	SECURITY FUND	545 26
032	ENVIRONMENTAL SERVICES	5 826 01
048	DISTRICT ATTY SPECIAL FUND	119 36
051	AGING DEPT	1 866 44
083	MUSEUM OPERATING FUND	76 90
101	ADULT SUPERVISION	13 655 98
108	CCP - SURVEILLANCE	1 646 56
109	SPECIALIZED CASELOAD CCP	611 44
184	JUVENILE PROBATION	1 663 53
185	CCAP - JUVENILE PROBATION	4 422 19
TOTAL OF ALL FUNDS		146 113 13

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

V H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1 000 00
TOTAL OF ALL FUNDS	1 000 00

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

W H LAV

William H. Lav

COUNTY AUDITOR

JOHN THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	13 030 99
032 ENVIRONMENTAL SERVICES	5 500 00
TOTAL OF ALL FUNDS	18 530 99

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

W H Law

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

John A. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	28 368 05
015 ROAD & BRIDGE ADH	934 40
027 SECURITY FUND	60 00
032 ENVIRONMENTAL SERVICES	799 13
034 FEMA DISASTER FUNDS	173 90
049 DISTRICT ATTY HOT CHECK FUND	92 81
051 AGING DEPT	1 856 13
088 JUDICIARY FUND	268 38
093 CO CLERK RECORDS MGMT FUND	12 95
TOTAL OF ALL FUNDS	32 605 75

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

Arthur H. Jones
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	67 558 90
015 ROAD & BRIDGE ADM	38 862 65
032 ENVIRONMENTAL SERVICES	10 697 39
049 DISTRICT ATTY HOT CHECK FUND	85 00
051 AGING DEPT	6 375 94
061 DEBT SERVICE FUND	6 668 35
093 CO CLERK RECORDS MGMT FUND	133 00
TOTAL OF ALL FUNDS	130 381 23

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

V H LAW

Arthur H. Law

COUNTY AUDITOR

John P. Thompson

JOHN THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLABLE FUNDS

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	54,597.42
015	ROAD & POLICE ADM	2,545.98
027	SECURITY FUND	335.65
032	ENVIRONMENTAL SERVICES	6,557.72
048	DISTRICT ATT. SPECIAL FUND	390.62
051	AGING DEPT	5,647.08
083	MUSEUM OPERATING FUND	225.80
084	BIG THicket BRIDGE PROJECT	1,146.32
101	ADULT SUPERVISION	16,058.43
104	DTP - CSR	217.93
108	CCP - SUPERVILLANCE	4,753.90
109	SPECIALIZED CASELOAD CCP	909.25
184	JUVENILE PROBATION	2,485.98
185	CCAP - JUVENILE PROBATION	2,723.68
TOTAL OF ALL FUNDS		170,056.37

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

W H LAW
 COUNTY AUDITOR
 JOHN THOMPSON
 COUNTY JUDGE

John D. Thompson

CHECK # 141112

*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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 BANK ACCT MAIN 07/08/1999 \$895 80
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*****895 80

SOUTHWESTERN BELL

P O BOX 1550
HOUSTON TE 77097



CHECK # 141112

010-409-420 GENERAL FUND	075	77 28
010 409 420 GENERAL FUND	JP 3	119 94
010 409 420 GENERAL FUND	IN TOYI	39 66
010 409 420 GENERAL FUND	TAX OF	39 66
010 409 420 GENERAL FUND	MAINT	29
051 645 420 AGING DEPT	ACC-	33 85
010 409 420 GENERAL FUND	SOCIAL	106 22
010 409 420 GENERAL FUND	COF AG	35 61
015 623 420 ROAD & BRIDGE ADM	P & B	84 09
032 555 420 EQUIPMENTAL SERVICES	WASTE	147 19
015 623 420 ROAD & BRIDGE ADM	P & B	62 19
010 409 420 GENERAL FUND	MAINT	11 87
010 409 420 GENERAL FUND	DEPUTI	4 06
010 409 420 GENERAL FUND	SHERIF	32 89

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John P. Thompson

REF * VEN * ENCLUR VIA TE
 ACH050 F FST STATE BANK

AMOUNT

SEA 671 -5
 TOTAL AMOUNT \$54 671 -5

1999 01-03-100	SALARIES PA ABLE	104 34 PGE 0706199	0706199	07 04/99 M N 10	21 871 00
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	21 871 00
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	53 4
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	434 93
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	6 17
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	489 79
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	489 79
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	533 14
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	128 85
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	149 54
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	137 45
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	712 42
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	328 14
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	145 32
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	943 99
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	147 85
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	194 29
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	1 261 24
					28 189 82
					7 04
1999 01-03-100	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	7 04
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	7 04
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	7 04
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	2 244 24
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	149 78
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	47 42
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	49 14
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	173 04
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	100 23
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	654 30
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	987 42
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	444 92
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	781 38
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	443 21
1999 01-03-201	SOCIAL SECURITY	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	180 14
					1 974 94
					14 189 09
					828 28
1999 01-03-100	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	45 01
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	39 01
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	495 14
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	915 22
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	43 84
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	42 34
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	173 37
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	100 34
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	4 079 8
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	1 48 27
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	18 37
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	430 34
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	185 13
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	285 40
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	941 58
1999 01-03-201	SALARIES PAYABLE	F 14 34 PGE 0706199	0706199	07 04/99 M N 10	239 42
					1 134 24
					11 440 38
					589 17

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	9 938 79
015 ROAD & BRIDGE ADM	85 288 54
032 ENVIRONMENTAL SERVICES	1 956 56
034 FEMA DISASTER FUNDS	6 477 42
040 LAW LIBRARY FUND	398 00
051 AGING DEPT.	5 397 65
093 CO CLERK RECORDS MGMT FUND	11 37
TOTAL OF ALL FUNDS	110 468 53

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

V H LAV

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

Addendum Schedule of Bills for Court Dated 7/13/99

Mr & Mrs Leroy LeBlanc	\$1,013 94	Commissioner's Court
Matt s H & H Hardware, Inc.	\$152 19	R & B 3
RUS of Conroe	\$357 00	R & B 3
Farmer/Howard	\$140 00	R & B 3
Corrigan Safety & Hardware	\$38 58	R & B 3
Lawson Products, Inc	\$258 11	R & B 3
East Texas Truck & Mill	\$448 19	R & B 3
Reinhardt Auto Parts	\$1,144 01	R & B 3
C & B Repair	\$3,472 00	R & B 3
Mustang Tractor	\$394 00	R & B 3
Smith Municipal	\$931 16	R & B 2
Thomas Supply, Inc	\$2,030 26	R & B 2
M & M Auto Supply	\$546 96	R & B 2
Mustang Tractor	\$1,846 00	R & B 2
Thomas Supply, Inc	\$644 57	R & B 4
Davis & Brown Construction	\$11,150 00	R & B 4
Melbo s	\$36 54	R & B 4
Texas Dept of Transportation	\$615 00	R & B 1 & 4
Bobby Smith	\$459 18	R & B Admin/
Texas Association of Counties	\$700 00	RB Admin/Comm Court
Lufkin Pathology	\$4,270 00	Autopsies
Raymond Luna, M D	\$760 00	Emergency Mgmt
DTN Corporation	\$615 50	Emergency Mgmt
Aqua Tek	\$175 00	Aging
Best Air Conditioning	\$70 75	Aging
Laura Bates	\$817 50	Transcripts
Stephen Taylor	\$250 00	TDC Court Expense
Laura Bates	\$90 00	TDC Court Expense
Best Air Conditioning	\$1,270 00	Maintenance Eng
Tyler Uniform	\$1,306 44	Sheriff Contraband
Joe Roth, Attorney	\$2,370 00	Attorney Fees
Stephen Taylor, Attorney	\$250 00	Attorney Fees
Burrell Rowe, Attorney	\$400 00	Attorney Fees
Terry Brown, Attorney	\$480 00	Attorney Fees
Julie Howell, Attorney	\$1,025 00	Attorney Fees
Tom Brown, Attorney	\$1,770 00	Attorney Fees
Tracy Dargan, Attorney	\$300 00	Attorney Fees
Tammy Adams, Attorney	\$300 00	Attorney Fees
Karen Zellars, Attorney	\$450 00	Attorney Fees
Cecil Berg, Attorney	\$400.00	Attorney Fees

TOTAL

\$47,742.08



DATE JUNE 23 1999 THROUGH JULY 13 1999

NO	EMPLOYEE NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION
(1)	BRUCE BALDWIN	SHERIFF	#1038 DEPUTY SHERIFF PATROL	LABOR	18(1) \$10.41	TRANSFER FROM RESERVE TO JUVENILE TRANSPORT NEW HIRE EFFECTIVE 7/14/99
(2)	PHILIP HOYT	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	POOL	UNCLASSIFIED \$5.15	TRANSFER TO REG PIT UNCLASSIFIED \$5.15 EFFECTIVE 07/13/99
(3)	JOHN HICKMAN	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	REGULAR PART TIME	UNCLASSIFIED \$5.15	RESIGNED EFFECTIVE 06/24/99
(4)	ARTHUR JONES	ROAD & BRIDGE PCT #3	#108 HEAVY EQUIPMENT OPER.	REGULAR FULL TIME	142 \$20,112.25	RESIGNED EFFECTIVE 06/24/99
(5)	JAMES WEAVER	WASTE MANAGEMENT	#108 HEAVY EQUIPMENT OPER.	REGULAR FULL TIME	141 \$19,630.21	RESIGNED EFFECTIVE 06/23/99
(6)	STEPHANIE ANN CLAMON	SHERIFF	#1043 TELECOMMUNICATION OPER.	LABOR POOL	14(1) \$8.15	PROMOTION TO 11(1) \$16,943.97 REGULAR/FULL TIME EFFECTIVE 06/30/99
(7)	JESSICA R. STOKLEY	COUNTY CLERK	#101 RECEPTIONIST	REGULAR PART TIME	8(1) \$7.02	NEW HIRE EFFECTIVE 07/13/99
(8)	DAVID WALTERS	ROAD & BRIDGE PCT #4	#108 HEAVY EQUIPMENT OPER.	REGULAR FULL TIME	14(1) \$25,117.48	RESIGNED EFFECTIVE 06/25/99
(9)	DARRELL HORN	ROAD & BRIDGE PCT #4	#905 TRUCK DRIVER	REGULAR FULL TIME	121 \$17,793.46	RECLASSIFICATION TO #108 HEAVY EQUIP OPER 14(1) \$19,630.21 EFFECTIVE 07/13/99
(10)	FREDERICK ALEC	WASTE MANAGEMENT	#108 HEAVY EQUIPMENT OPER.	REGULAR FULL TIME	141 \$19,630.21	NEW HIRE EFFECTIVE 07/01/99
(11)	VERON LOFTIN	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$5.15	NEW HIRE EFFECTIVE 07/07/99
(12)	STEVEN B MCENTYRE	WASTE MANAGEMENT	#904 COLLECTION STATION ATTEN	LABOR POOL	UNCLASSIFIED \$5.15	NEW HIRE EFFECTIVE 07/07/99
(13)	LA MORA PARIAM	AGING	#1265 COOK	REGULAR PART TIME	UNCLASSIFIED \$6.62	RECLASSIFICATION TO AGING WORKER I #1268 10(1) \$7.75 EFFECTIVE 07/13/99
(14)	BARBARA BRITTON	EXTENSION OFFICE	#102 SECRETARY	REGULAR PART TIME	9(1) \$15,238.82	MERIT INCREASE TO 93 \$16,117.43 EFFECTIVE 07/13/99
(15)	AUSTIN DESMOND	CUSTODIAL MAINTENANCE	#903 CUSTODIAL MAINTENANCE W	REGULAR FULL TIME	7(1) 13,690.38	NEW HIRE EFFECTIVE 07/14/99
(16)	SHIRLEEN COWEN	AUDITOR	#900 ASSISTANT AUDITOR	REGULAR FULL TIME	14(1) \$24,497.58	MERIT INCREASE TO 159 \$25,117.48 EFFECTIVE 07/07/99
(17)						
(18)						
(19)						
(20)						
(21)						

DePe



William H Law
County Auditor

101 West Church Street Livingston, Tx 77351 Phone (409)327-6811 Fax (409)327-6898

July 6, 1999

Honorable Robert Hill Trapp, 411th Judicial District
Honorable Elizabeth Coker, 258th Judicial District
Honorable Members of Polk County, Texas Commissioners Court

Presented herewith for your information and approval is the completed financial audit of the Motor Vehicle Division of the Tax-Assessor Collector's Office

This audit has been reviewed with the Honorable Marion A "Bid" Smith, Tax-Assessor Collector for Polk County, Texas, who took no exception to its findings and recommendations

Respectfully submitted,

cc Hon M A 'Bid' Smith
Tax Assessor Collector



AUDITOR'S REPORT ON THE
FINANCIAL OPERATIONS
OF THE
TAX ASSESSOR COLLECTOR
MOTOR VEHICLE DIVISION
AT FEBRUARY 28, 1999

W H Law
County Auditor

Shirleen Cowen
Asst. County Auditor

Lola G. Silkwood
Internal Auditor

AUDITOR'S REPORT ON THE
FINANCIAL OPERATIONS
OF THE
TAX ASSESSOR COLLECTOR
MOTOR VEHICLE DIVISION
AT FEBRUARY 28, 1999

POLK COUNTY

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REPORT TO MANAGEMENT ON
AUDIT OF FINANCIAL OPERATIONS OF THE
TAX ASSESSOR COLLECTOR
MOTOR VEHICLE DIVISION
POLK COUNTY, TEXAS

FIELD DATE March 23, 1999

Copies of this report have been submitted to the following:

District Judges

Honorable Judge Elizabeth Coker, 258th Judicial District
Honorable Judge Robert Hill Trapp, 411th Judicial District

County Judge

Honorable Judge John Thompson

Tax Assessor Collector

Marion A 'Bid' Smith

County Commissioners

Honorable Bernice E 'Slim' Speights, Precinct 1
Honorable Jack Bob 'Bobby' Smith, Precinct 2
Honorable James J 'Buddy' Purvis, Precinct 3
Honorable R R 'Dick' Hubert, Precinct 4



William H Law
County Auditor

101 West Church Street Livingston Tx 77351 Phone (409)327-6811 Fax (409)327-6898

Honorable Judge Elizabeth Coker, 258th Judicial District Court
Honorable Robert Hill Trapp, 411th Judicial District Court
Honorable Judge Thompson and Members of Commissioners Court
Polk County, Texas

INTRODUCTION

The Motor Vehicle Division of the Tax Assessor Collector is responsible for the collection of state and county fees regarding the operation of motor vehicles on Texas highways. The various fees collected are title fees for proof of ownership, registration fees which include road and bridge fees for the County, sales tax on vehicle purchases, marine vehicle sales taxes, and Tax Assessor fees of office for the County. The main tax office is located at 416 N Washington in Livingston, Texas. There are tax offices located in the Onalaska and Corrigan subcourthouses. The Commissioners Court has not approved additional collection agencies for the purpose of motor vehicle registration.

The Motor Vehicle Division of the Tax Assessor Collector has five bank accounts in which state and local monies are deposited. All monies collected for motor vehicle registration with the exception of motor vehicle inventory are deposited into the main motor vehicle operating bank account. The chief deputy is responsible for disbursing the funds within the other four bank accounts.

The fees collected by the two subcourthouse tax offices are deposited with a local bank in their city. The chief deputy is responsible for disbursing those funds into the main operating account for disbursement to the state and county.

The fees that are disbursed from the motor vehicle division of the Tax Assessor Collector represent 13% of the County's budgeted revenues for the County's general fund.

SCOPE

The scope of this audit was to examine cash collections, reporting procedures, and internal control operations to ensure their mathematical accuracy, legality, and propriety. It is a process of determining whether transactions are properly recorded in the accounts, and appropriately reflected in statements and reports.

We conducted an audit of the financial operations of the Tax Assessor Collector Motor Vehicle Division for Polk County on March 23, 1999. We examined the cash receipts, daily, weekly, and monthly reports and supporting documentation of transactions for the period of May 1998 through February 1999.

The broad purpose of internal auditing in Texas counties is to help ensure the integrity of the county's financial operations. The objectives for auditing the financial operations of the Motor Vehicle Division of the Tax Assessor Collector offices are to help assure that:

- the facility has collected all the money that it is supposed to,
- the money collected was properly remitted to the appropriate party,
- other property is properly managed,
- all money and other property is properly accounted for, properly reported, and adequately safeguarded.

RESULTS

We examined the cash receipts, daily, weekly, and monthly reports and supporting documentation of transactions for the period of May 1998 through February 1999. We also did a cash count and reconciliation on March 23, 1999.

After considering all aspects of the audit, we found nothing that would lead us to conclude that the balances and collections in regards to the financial operations of the Motor Vehicle Division of the Tax Assessor Collector for the period audited were not in all material respects appropriately charged, collected, remitted and reported.

CONCLUDING REMARKS

We appreciate the assistance provided to the county auditor's office by the Tax Assessor Collector, chief deputy, and staff of the Polk County Tax Assessor Collector Motor Vehicle Division.

This report is intended for the information of management and applicable regulatory agencies. However, this report is a matter of public record and its distribution is not limited.

Sincerely,



William H. Law
Polk County Auditor

June 29, 1999

SUMMARY OF FINDINGS AND RECOMMENDATIONS

REVENUE AND COLLECTIONS RECONCILIATION

Several accounting controls have been implemented since the previous audit resulting in timely deposits being made. Proper segregation of duties are in place and operating as planned. A new chief deputy was appointed the end of June 1998. The chief deputy prepares the daily bank deposit reconciling the daily reports and the Tax Assessor Collector deposits daily receipts in the bank.

The two subcourthouses deposit money receipts in a local bank account. From the daily reports a check is written to zero out these accounts on a daily basis. The chief deputy is responsible for disbursing these funds. The employees at the subcourthouses do not have access or authority to prepare disbursement of funds from these depository accounts.

Beginning February 1, 1999, the Onalaska tax office manager deposits daily revenues in a local branch of the main bank account eliminating the need to disburse monies to the main account. The separate Onalaska bank account has a zero balance as of March 12, 1999.

The Tax Assessor Collector's secretary reconciles the monthly bank statements by the end of the following month. Copies of the bank reconciliations and monthly Texas Department of Transportation - RTS reports are submitted to the County Auditor for review.

Since June 5, 1998, an additional \$1,785.12 has been collected to replace checks from the missing January 5, 1998 deposit, leaving \$1,232.22 in checks and \$3,938.15 of the cash uncollected.

RECOMMENDATION

Bank reconciliations should be performed the same week that the bank statements are received. The separate Onalaska bank account should be formally closed.

TIMELY REPORTS AND DISBURSEMENTS

The chief deputy is responsible for preparing the Motor Vehicle Sales and Use Tax reports on a monthly basis. The chief deputy writes a check weekly from the main bank account to be deposited into the motor vehicle sales tax bank account for electronic transfer to the State of Texas. The interest earned on these deposits is to be reported on a monthly report and disbursed to the State.

A deputy clerk prepares the Motor Vehicle Sales and Use Tax reports each month. Although reported on the monthly reports, the interest earned on these deposits for June, July, and August 1998,

was not being disbursed to the State in a timely manner Beginning April 13, 1999, the interest is electronically transferred monthly to the State eliminating the need for a separate check to be issued to remit the interest

A deputy clerk also prepares the Boat and Boat Motor Sales and Use Tax reports each month The chief deputy writes a check monthly from the main bank account to be disbursed to the State

The chief deputy reconciled fees of office from October 1997 through June 1998 to previously estimated amounts and remitted the difference to the County Treasurer The chief deputy remits actual fees of office monthly beginning July 1998

RECOMMENDATION

All procedures should be maintained as they are working effectively, and should be documented in a procedures manual This manual can be expanded from the job descriptions prepared by the chief deputy

REFUNDS

The chief deputy prepares refund checks and disburses them on a weekly basis

RECOMMENDATION

None at this time

ESCAPEE MAIL RECEIPTS

Mail receipts are processed on a daily basis All checks, money orders, and cashier's checks are restrictively endorsed to safeguard these funds The Tax Assessor Collector hand carries processed registrations to Escapees SKP Mail Service every few days This reduces the number of requests for replacement as they are signed for upon receipt

RECOMMENDATION

None at this time

DISBURSEMENT CHECKS

The chief deputy prepares weekly disbursement checks from the main bank account to the County Treasurer for the County's road and bridge fees

RECOMMENDATION

None at this time

VOL

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