

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY, TEXAS



1999 SEP 22 AM 9 55

Barbara Middleton

BARBARA MIDDLETON
COUNTY CLERK POLK CO

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

99

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Tuesday, September 28, 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, September 22, 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, September 22, 1999, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, September 22, 1999

Barbara Middleton, County Clerk

By

Davis Clift, Deputy



POLK COUNTY, TEXAS

COMMISSIONERS COURT AGENDA

for: **TUESDAY - SEPTEMBER 28 , 1999 - 10.00 A M.**

CALL TO ORDER

- 1 WELCOME - Public Comments
- 2 INFORMATIONAL REPORTS
 - A Resolution recognizing Gaffney Phillips' service on the Burke Center Board
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, September 7 & 14, 1999

NEW BUSINESS

- 4 CONSIDER APPOINTMENT OF AGRICULTURAL EXTENSION AGENT FOR POLK COUNTY
- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #99-16(Pct 4 purchase & sale/trade of Maintainer)
- 6 CONSIDER APPROVAL OF OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES, (Pct 3) Tract 10D Comgan Heights #2, (Pct 4) Lot 1 Block 19 Holly Hills #6, Lot 20 Block 18 Holly Hills #6, Lot 54 Holly Hills #7, Lots 201-203 Indian Spring Lake Estates #8, Lots 152, 154 & 156 Indian Spring Lake Estates #12
- 7 CONSIDER APPROVAL OF AMENDMENTS TO AGREEMENT FOR DRUG TESTING SERVICES WITH COMPLIANCE CONSORTIUM (to correspond with amendments made to County's Drug Testing Policy)
- 8 RATIFY CONTRACT FOR WEATHER RADAR SERVICES RECEIVED IN ASSOCIATION WITH KHOU-TV, Houston
- 9 CONSIDER APPROVAL OF PERSONNEL POLICY UPDATE
- 10 CONSIDER APPROVAL TO RENEW ANNUAL SOFTWARE MAINTENANCE AGREEMENT WITH NET DATA
- 11 CONSIDER APPROVAL TO RENEW AGREEMENT WITH MEMORIAL MEDICAL CENTER LIVINGSTON FOR INMATE MEDICAL SERVICES AT COUNTY JAIL
- 12 CONSIDER RENEWAL OF INTERLOCAL AGREEMENT WITH CITY OF LIVINGSTON FOR FIREFIGHTING SERVICES IN UNINCORPORATED AREAS

CONSENT AGENDA ITEMS

- 13 CONSIDER APPROVAL OF BUDGET AMENDMENTS
- 14 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 15 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

RECESS

RECONVENE

- 16 WORKSHOP - required Bridge replacement projects

ADJOURN

Next regularly scheduled meeting - October 12, 1999, 10 00 a m

VOL

45 PAGE 848

STATE OF TEXAS }

DATE SEPTEMBER 28, 1999

COUNTY OF POLK }

"REGULAR" CALLED MEETING
All Present

"COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE 28TH DAY OF SEPTEMBER, 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 "Shm" SPEIGHTS 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 AUBREY KNOX OF BLANCHARD BAPTIST CHURCH DELIVERED
THE OPENING PRAYER

PUBLIC COMMENTS NONE

2 INFORMATIONAL REPORTS

A MOTIONED BY B E "Shm" SPEIGHTS, SECONDED BY BOBBY SMITH,
APPROVE RESOLUTION RECOGNIZING GAFFNEY PHILLIPS SERVICE
ON THE BURKE CENTER BOARD
ALL VOTING YES

B COMMISSIONER HUBERT REMINDED EVERYONE ABOUT THE 25TH
ANNUAL PINE CONE FESTIVAL, OCTOBER 1ST, 2ND, & 3RD PARADE WILL
BE HELD ON SATURDAY MORNING AT 10 00 A M

C SCOTT SPRINGFIELD WITH RURAL METRO GAVE AN UPDATE ON AED'S
(HEART MONITORS) AND IMPROVED TIMES OF EMERGENCY CALLS

D MARION "BID" SMITH TAX ASSESSOR/COLLECTOR & VOTER REGISTRAR,
INVITED EVERYONE TO ATTEND THE DEMOCRATIC CLUB FUND-RAISER
BAR-B-QUE, OCTOBER 5TH, TUESDAY EVENING 6 00 PM TO 10 00 PM, AT
THE VFW HALL- HWY 59 NORTH, SALUTING OUR ELECTED OFFICIALS
THERE WILL BE LOTS OF ENTERTAINMENT AND A SILENT AUCTION

E COMMISSIONER PURVIS ASKED TO SCHEDULE THE RIGHT OF WAY / ROAD
ACCEPTANCE OF BROOKS ROAD FOR COUNTY MAINTENANCE, ON NEXT
COURT AGENDA.

- 3 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF MINUTES FOR MEETINGS OF SEPTEMBER 7th "SPECIAL" AND SEPTEMBER 14th "PUBLIC HEARING" and "REGULAR" COURT
ALL VOTING YES
- 4 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVE APPOINTMENT OF MARK CURRIE, AS AGRICULTURAL EXTENSION AGENT FOR POLK COUNTY
ALL VOTING YES
- 5 BID #99-16 - PCT #4 "PURCHASE & SALE/TRADE OF MAINTAINER"
MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH, AWARD PURCHASE OF (1) NEW 135H MAINTAINER \$ 136,250 00 FROM CATAPILLAR CORP WITH TRADE IN OF (1) USED MAINTAINED \$108,250 00
TOTAL PRICE \$ 28,000 00, TO BE FINANCED
ALL VOTING YES
- 6 PRECINCT #3 "OFFER TO PURCHASE TAX FORECLOSURE PROPERTY"
A MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R R "Dick" HUBERT TO ACCEPT OFFER TO PURCHASE TRACT 10D - CORRIGAN HEIGHTS #2
ALL VOTING YES
PRECINCT #4 "OFFERS TO PURCHASE TAX FORECLOSURE PROPERTIES"
B MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS TO ACCEPT OFFERS TO PURCHASE
LOT #1, BLOCK 19, HOLLY HILLS #6,
LOT #20, BLOCK 18, HOLLY HILLS #6,
LOT #54, HOLLY HILLS #7,
LOTS 201-203 OF INDIAN SPRINGS LAKE ESTATES #8,
LOTS 152, 154, & 156 OF INDIAN SPRINGS LAKE ESTATES #12
ALL VOTING YES
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF AMENDMENTS TO AGREEMENT FOR DRUG TESTING SERVICES WITH COMPLIANCE CONSORTIUM (to correspond with amendments made to County's Drug Testing Policy)
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL TO RATIFY CONTRACT FOR WEATHER RADAR SERVICES RECEIVED IN ASSOCIATION WITH KHOU-TV, HOUSTON
ALL VOTING YES (SEE ATTACHED)
- 9 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL OF PERSONNEL POLICY UPDATE (FY2000)
ALL VOTING YES

10 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL TO RENEW ANNUAL SOFTWARE MAINTENANCE AGREEMENT WITH NetData, (with the Exception of Imaging for County Clerk, to be reinstated on a Monthly basis only)
 ALL VOTING YES (SEE ATTACHED)

11 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL TO RENEW AGREEMENT WITH MEMORIAL MEDICAL CENTER LIVINGSTON FOR INMATE MEDICAL SERVICES AT COUNTY JAIL
 ALL VOTING YES (SEE ATTACHED)

12 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVE RENEWAL OF INTERLOCAL AGREEMENT WITH CITY OF LIVINGSTON FOR FIREFIGHTING SERVICES IN UNINCORPORATED AREAS OF THE COUNTY
 ALL VOTING YES (SEE ATTACHED)

13 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, APPROVAL OF BUDGET AMENDMENTS #99-24, REVISED LIST
 ALL VOTING YES (SEE ATTACHED)

14 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS, APPROVAL & PAYMENT OF BILLS (by schedule) plus addendums
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
9 13 99	1,000 00	143960
9 14 99	16,071 02	Cks 247 & 218 56 58 129
9 14 99	110 72	Check #143167 Voided
9 15 99	179,357 26	143961 144021
9 16 99	55,558 28	Electronic Transfer (Emp W/H)
9 16 99	174,569 37	144022 144034
9 21 99	233 75	Check #14118 Voided
9 11 99	301,532 42	144035 144150
9 24 99	58,070 90	144151 144321
9 28 99 Addendum	116,369 62	To appear on future schedule

15 MOTIONED BY R R "Dick" HUBERT, SECONDED BY JAMES J "Buddy" PURVES APPROVAL OF PERSONNEL ACTION FORMS, REVISED LIST
 ALL VOTING YES (SEE ATTACHED)

COURT RECESS AT 10 45 A.M

BRIDGE WORKSHOP SCHEDULED (NOT HELD THIS MEETING)

RE-CONVENED AT 10 55 A.M

16 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY BOBBY SMITH,
TO ADJOURN COURT THIS 28th DAY OF SEPTEMBER 1999 AT 10 55 A.M



JOHN P THOMPSON, COUNTY JUDGE

ATTEST



BARBARA MIDDLETON, COUNTY CLERK



NEWS

FOR IMMEDIATE RELEASE

09 28 99

NEW POLK COUNTY EXTENSION AGENT NAMED

OVERTON--Mark Currie has been named County Extension Agent-Agriculture (Program Leader) for Polk County effective October 18, 1999, according to a joint announcement by Polk County Judge John Thompson, the Polk County Commissioners Court, and Tony H Douglas, District Extension Director for the Texas Agricultural Extension Service. Currie fills the position formerly held by Robert Armentrout, who retired from the Texas Agricultural Extension Service on July 31, 1999.

A native of Tyler County, Currie graduated from Kirby High School in Woodville, Texas. He attended Sam Houston State University in Huntsville where he received his BS degree in Agriculture Education in 1979. While at Sam Houston State, Currie did his student teaching at Livingston High School under Agricultural Science teacher, Tommy Snook. Mr. Currie received his Master of Agriculture degree in 1990 from Stephen F. Austin State University, Nacogdoches.

Currie, who has a strong agricultural background and enjoys raising beef cattle, was active in 4-H in Tyler County for nine years and in FFA at Kirby High School for four years. Currie received the coveted Gold Star Award in 4-H and the Lone Star Farmer Degree in FFA.

Currie joined the Texas Agricultural Extension Service in 1979 as an Assistant County Extension Agent-Agriculture in Houston County, Crockett, and was appointed the County Extension Agent-

- more -

ADD ONE--POLK COUNTY EXTENSION AGENT NAMED

Agriculture (Program Leader) for Panola County, Carthage, Texas, in 1981 He worked for TAEX for 16 years prior to joining the Federal Land Bank Association of Bryan, Texas, as a loan officer in June, 1995 In 1996, he was hired as the County Extension Agent-Agriculture (Program Leader) in Newton County and has served in that capacity for the past three years

Currie is an active member of the Texas County Agricultural Agents Association, Newton County Fair Board, Jasper/Newton County Forest Landowners Association, Newton County Chamber of Commerce, and the Newton Team City

"Currie has conducted very successful and productive educational programs for the citizens of Houston, Panola and Newton Counties," Douglas said "In Polk County, he will serve as agricultural program leader and will work closely with the Polk County Extension staff members Currie will work with individuals, Extension committees, organizations, association, and other groups in order to plan, conduct, and evaluate Extension educational programs in all phases of agriculture and natural resources, 4-H and youth, and community development "

Currie commented, "I am looking forward to working with all of the people of Polk County as their County Extension Agent "

- 30 -

For more information contact
Tony Douglas
District Extension Director
(903) 834-6191

Item #7

DOT
CONSORTIUM AGREEMENT

THIS AGREEMENT is made between **Compliance Consortium Corporation**, a Texas Corporation, (Consortium) with its principal offices located at 910 South Highway Boulevard, Belton, Texas 76513, Polk County (Member), Located at 207 West Mill Street, Livingston, Texas 77351

Section 1
Scope of Relationship

1.1 Member

The member will provide to the consortium information required to comply with DOT regulations 49CFR, Part 382 as follows

- A Data on existing and new regulated employees in a timely manner
 - 1 Social Security Number
 - 2 Full name
 - 3 Home telephone number
 - 4 Date of employment
- B The member will make available any regulated employee, covered under this agreement, for the purpose of conducting pre-employment, unannounced random, post-accident, reasonable suspicion, return to duty, and/or follow-up alcohol and/or drug screening without reasonable delay
- C The member shall provide sufficient notice to the consortium for scheduling of any required alcohol and/or drug screening
- D In the event a regulated employee's activity triggers the requirement of an alcohol and/or drug test, the member must notify the consortium immediately
- E The member grants the consortium the authority to act as the member's agent to gather confidential employee test information

1.2 Consortium

The consortium shall provide to the member the following services based on the DOT regulations as follows

- A All testing cost associated with random alcohol and drug testing
- B Certification training in reasonable suspicion for existing supervisors
- C Assistance in developing an alcohol and drug testing policy, if requested
- D Provide all regulated employee with an alcohol and drug testing information handbook.
- E Set up employee testing files
- F Administration of employee compliance records
- G Provide secured employee record retention
- H Positive test results documentation
- I Confidential notification of positive test results.
- J Computer generated random test selections.
- K Random selection and record retention

- L. Set-up local collection test site
- M DOT 5 panel SAMSHA drug test
- N Quarterly statistical program reports to employer
- O Annual statistical reporting to employer and federal agencies
- P Blind specimen maintenance
- Q Additional referral services available
 - 1 Services of a Substance Abuse Professional (SAP)
 - 2 Employee Assistance Program (EAP)
 - 3 Rehabilitation and counseling
- R Certified Medical Review Officer (MRO)
- S Confirmation by GC/MS
- T Post accident testing 24 hours a day, 7 days a week

Section 2
Scope of Fees and Terms
2.1 Fees

DOT

- A Rate per regulated employee, includes all random testing . **\$37.20 per year**
- B Scheduled Tests, other than random testing DOT (Pre-employment, post-accident, reasonable suspicion, return to duty, follow-up, other)
 - 1 Urine Drug Screen DOT **\$57.00 per test**
 - 2 Urine Drug Screen NON-DOT **\$45.00 per test**
 - 3 Alcohol Breath Test **\$20.00 per test**

Payment Terms

Invoicing will be generated on a monthly basis and will be due in full 30 days after receipt of invoice.

This agreement shall remain in effect for a period of 12 months following the date of execution. The agreement shall automatically renew at the end of its term unless revised or terminated by either party in writing 30 days prior to the end of the term date.

Polk County



 Signature Title

Date

Compliance Consortium Corporation

 Signature Title

Date

Item # 8

COPY

END USER CLIENT RADAR-NET® AGREEMENT

Dated 8/24/99 TV station transmitting data KHOU-TV, Houston, TX

Rep Valerie Ritterbusch Prep by CSW

One of 22 Systems under a KHOU Television Station and Reliant Energy Purchase

THIS END USER CLIENT RADAR NET AGREEMENT is made by and between BARON SERVICES, INC an Alabama Corporation (BARON), with principal place of business at 4930 Research Drive, Huntsville Alabama 35805 and Polk Co , TX EMA, (CLIENT)

RECITALS

WHEREAS Baron makes available computer hardware communications equipment, and other related products and develops and licenses computer programs and provides related electronic data services and

WHEREAS KHOU Television Station (a k a "STATION") and Reliant Energy have arranged with BARON for CLIENT to receive hardware software, and real time Doppler radar data at no initial cost to CLIENT and

WHEREAS KHOU Television Station and Reliant Energy have arranged with BARON for CLIENT to receive Maintenance, Technical Support and Software Licensing provided by BARON, at no cost to CLIENT for a total period of 24-MONTHS after which CLIENT must pay for additional months of Maintenance, Technical Support and Software Licensing as delineated in paragraph 7 herein and

WHEREAS KHOU Television Station and Reliant Energy have arranged with BARON for CLIENT to receive One site NEXRAD CRP data, from the Houston TX site, provided by BARON, at no cost to CLIENT for a period of 24-MONTHS, after which CLIENT may purchase additional months of NEXRAD data as delineated in paragraph 7 herein and

WHEREAS CLIENT desires to engage the services of BARON to provide to it the data, computer software and certain hardware necessary for the transmission to CLIENT of weather related data and for the display of said weather related data for an End User RADAR NET® BASIC Public Safety System with enhancements, and

WHEREAS the data to be provided by BARON is delivered by discrete broadcast transmission through a communication link to standard IBM compatible computer(s), or their equivalent, equipped with VGA graphics and mapping software licensed from BARON

AGREEMENT

NOW THEREFORE in consideration of the mutual provisions contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows

1 Services To Be Provided By BARON

BARON shall provide hardware and software items to CLIENT in order for CLIENT to receive End User RADAR NET® data provided by BARON These hardware and software items and the BARON provided data, shall hereinafter be referred to as the System " Hardware shall consist of a computer, monitor, keyboard, and mouse Software shall consist of appropriate RADAR NET® software, VBI decoder card or external box, security key dongle and other BARON provided non operating system software All of the BARON software provided hereunder shall be referred to as the " Licensed Software " BARON grants CLIENT a non-exclusive, non-transferable license to use the Licensed Software on the single computer provided by BARON that hosts the particular Licensed Software No copies of the Licensed Software may be transferred to any other machine and the Licensed Software is subject to the terms and conditions of this Agreement. Title to any hardware provided by BARON shall be vested in STATION CLIENT shall remain in possession of the System for as long as CLIENT continues to pay the monthly fees delineated in Appendix A and this Agreement remains in effect.

2 Location To Be Serviced By BARON

BARON shall ship the assembled System to the following location

Montgomery Co EMA
301 N Thompson St
Suite 210
Conroe, TX 77301
Attn Jim Strong
Ph 409-539-7812

KHOU-Television Station and Reliant Energy shall later locate System at the following CLIENT location, which is where System will be used

Polk Co EMA
207 West Mill St
Livingston, TX 77351
Attn John McDowell, Coordinator
Ph-409-327-6826

3 CLIENT shall supply outdoor antenna and coax cable to connect to BARON System, and is responsible for configuring same to receive an acceptable signal CLIENT will need to use whatever antenna is necessary to receive a very clean signal from the TV station providing the data The signal must not contain snow, ghosts or other interference in order for CLIENT to receive high quality radar data which is imbedded in the TV signal The antenna plug on the VBI decoder is a standard 75 ohm co axial type

4 The System to be assembled and shipped by BARON under this Agreement may be used only at the location(s) above described and the data made available by the System may not be re-broadcast or otherwise transmitted to another location(s) whether or not such other location(s) is/are under the control of CLIENT CLIENT is not allowed to transmit or otherwise distribute the RADAR NET® display via any form of cable television broadcast television internet, Local or Wide Area Computer Network, or via any other means except as explicitly described herein

5 Cost To CLIENT
See Appendix A

6 Delivery of the System
BARON agrees to assemble and deliver the System as soon as possible CLIENT is responsible for installing the System

7 Term and Termination

a The term of this Agreement shall commence on the third day after the date the RADAR-NET® System is made available to the CLIENT at the BARON initiated one day group training session to be held at a location and date to be announced This agreement shall remain in effect for an initial 24-month period, during which time CLIENT shall receive 24 months of NEXRAD CRP data as delineated in "APPENDIX A", and a total of 24-months of Maintenance Technical Support, and Software Licensing (MTS), which is 12 months in addition to the initial 12 months of MTS also provided by BARON, as arranged with KHOU-TV and Reliant Energy at no cost to CLIENT This Agreement may be terminated at the end of the initial 24 month period by either party providing written notice to the other party of its election to terminate the Agreement at least sixty (60) days prior to the end of the initial 24 month period

b If neither party terminates this Agreement at the end of the initial 24-month period, then this Agreement shall remain in effect indefinitely until terminated and CLIENT will be billed and shall pay to BARON \$125 00 per month for Maintenance, Technical Support, and Software Licensing for as long as the Agreement remains in effect

c After the initial 24 month period CLIENT will also be billed and shall pay to BARON the \$20 00 per month for NEXRAD CRP data as delineated in "APPENDIX A" and/or other appendices for as long as this Agreement remains in effect. However, either party may terminate the NEXRAD services portion of the Agreement separate from the remainder of the Agreement upon sixty (60) days written notice to the other party. If the NEXRAD services portion of this agreement is terminated, all other terms of the Agreement shall remain in full force and effect.

d Upon termination of this Agreement, CLIENT shall dismantle and return System to KHOU-TV.

e CLIENT shall also be provided with a 12 month membership in International Association of Emergency Management (IAEM) if CLIENT is not already a member of IAEM. CLIENT may continue IAEM membership after the initial 12 month period at CLIENT's option and CLIENT will be responsible for paying all future IAEM membership fees.

8 Limitation of Liability

a Doppler Radar and Lightning detection and other weather related data is obtained from various sources. Data is transmitted to a central collector and broadcast point. Equipment failure, accidental damage, vandalism, acts of God, and other circumstances beyond the control of BARON and STATION and Reliant Energy may interrupt service. BARON and STATION and Reliant Energy agree only that they will utilize their best efforts to provide continuous, uninterrupted service to CLIENT but do not warrant or guarantee that there will be no interruption in service.

b BARON and STATION and Reliant Energy shall not be liable to CLIENT in any fashion or manner for any damage, loss, cost or liability experienced by CLIENT which may arise out of or result from an interruption of service.

c Due to the inherent idiosyncrasies of Doppler Radar, lightning and other related natural phenomena, CLIENT acknowledges, warrants and represents that the Data to be supplied under this Agreement will not be relied on or reference made to in determining geographical areas that are or will be either free from or subject to, lightning strikes or other weather related hazards. In particular, CLIENT shall make no public representations regarding the existence or non-existence of weather related hazards based upon the Data supplied under this Agreement. BARON and STATION and Reliant Energy assume no responsibility for, and CLIENT releases and discharges BARON and STATION and Reliant Energy from any and all liability, direct or indirect, express or implied, for predicting actual lightning strikes or from the use or reliance upon Doppler Radar data or other weather data or any resultant injury, death or damage to any person or property as a result.

d Interpretation of the Doppler Radar signal and other weather related data and information requires a degree of experience and expertise. CLIENT assumes the responsibility for correctly interpreting the data transmitted to it pursuant to this Agreement. BARON and STATION and Reliant Energy assume no responsibility for, and CLIENT releases, discharges, and holds BARON and STATION and Reliant Energy harmless from any and all liability, direct or indirect, express or implied, arising from the use of any of the BARON/STATION provided data to predict weather, or any resultant injury, death or damage to any person or property as a result.

e BARON and STATION and Reliant Energy rely upon third parties to relay to the CLIENT the BARON/STATION provided weather related data contemplated under this Agreement. Should any such third party cease relaying to the CLIENT said weather related data for any reason, and should BARON and STATION and Reliant Energy be unable to obtain an obligation from another third party to relay said data to CLIENT, BARON's and STATION's and Reliant Energy's sole obligation to CLIENT will be to refund to CLIENT the pro-rata portion of its last paid monthly fee equivalent to the period CLIENT was unable to receive weather related data.

f To the fullest extent permissible under Texas law, CLIENT agrees to indemnify, defend, and hold harmless BARON and STATION and Reliant Energy, their directors, officers, agents, and employees from any

and all liabilities, damages, losses expenses, demands, claims, suits, or judgments, including reasonable attorney fees and expenses, for the death of or bodily injury to any person, and for the loss of, damage to or destruction of any property in any manner arising out of the use of the System by the CLIENT, its agents, employees, or any person for whose acts or omissions the CLIENT, its agents or employees may be responsible

9 DISCLAIMER OF WARRANTY

BARON MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE HARDWARE, LICENSED SOFTWARE, OR DATA TO BE SUPPLIED UNDER THIS AGREEMENT

10 OWNERSHIP AND USE

CLIENT hereby acknowledges warrants and agrees that the BARON/STATION-provided data to be supplied under this Agreement is the proprietary and copyrighted property of BARON CLIENT is granted a limited, non exclusive and nontransferable license to use the Data solely for its own internal use CLIENT is not permitted to redistribute or retransmit the Data in any form or medium to any other person or entity CLIENT shall have no ownership rights in the Data CLIENT acknowledges and warrants that BARON's remedy at law is inadequate in the event of a breach or threatened breach hereof and that BARON shall be entitled to injunctive relief restraining CLIENT or any of its agents or employees from breaching this Agreement CLIENT further agrees that BARON's rights to injunctive relief shall not limit BARON's rights to monetary damages in addition to or in substitution of injunctive relief

11 NONDISCLOSURE - RESTRICTED ACCESS

All Licensed Software provided by BARON under this Agreement is exclusively owned and maintained in strictest confidence by BARON The Licensed Software to be delivered to CLIENT pursuant to this Agreement is to be used only at the facility described in this Agreement CLIENT shall not duplicate the Licensed Software and shall not sell loan lease or otherwise make the same available to any other person, firm or corporation including another division branch office or department of CLIENT which is not located at the site herein above described CLIENT may not modify any BARON provided Licensed Software If for any reason whatsoever CLIENT does modify any BARON provided Licensed Software in addition to the same being a breach of this Agreement CLIENT hereby recognizes that BARON shall be the owner of all rights, including all copyright rights in and to the Licensed Software and all modifications Notwithstanding the above CLIENT may abide by Texas s Public Records Law

12 SYSTEM AND EQUIPMENT

CLIENT acknowledges and warrants that BARON has not created or manufactured either the Doppler Radar, the lightning location systems, the NEXRAD or EMWIN data systems CLIENT hereby releases and discharges BARON from any and all liability direct or indirect, express or implied resulting from any malfunction, design defect or other erroneous data reading arising out of either the collection distribution or interpretation of the BARON provided data

13 ASSIGNMENTS

CLIENT may not assign any rights or obligations under this Agreement without the prior written consent BARON which shall not be unreasonably withheld

14 NOTICE

Any and all notices from either party to the other shall be sent by first class mail to the receiving party's address shown above, "Attention to Contract Administrator "

15 DEFAULT

Failure by CLIENT to pay the fees and charges in the amounts and at the times as herein above described, shall constitute a breach of this contract, and shall be grounds for immediate termination Upon termination CLIENT shall dismantle and return all equipment and Licensed Software to BARON

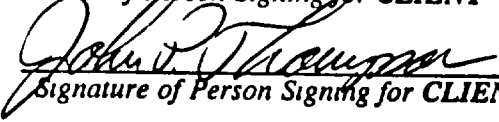
16 YEAR 2000 OPERABILITY

The System including the Licensed Software will not produce errors processing data in connection with the year change from December 31 1999 to January 1, 2000 and will recognize the year 2000 as a leap year when used with accurate date data in accordance with the System documentation and provided all non Baron software products or data streams used with the System, (including but not limited to NWS NEXRAD data and GDS lightning data) properly exchange date data with the System

17 ENTIRE AGREEMENT

This document contains the entire Agreement by and between the parties hereto All prior negotiations and representations are merged herein No covenant, term or condition shall be binding upon either party unless appearing herein

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized and empowered representatives on this the day and year first above written

<u>BARON SERVICES, INC</u>	<u>Polk Co , TX EMA</u>
	<i>Name of CLIENT</i>
<u>Robert O Baron, Jr</u>	<u>John P Thompson</u>
<i>Name of Person Signing for BARON</i>	<i>Name of Person Signing for CLIENT</i>
<u>Signature of Person Signing for BARON</u>	 <i>Signature of Person Signing for CLIENT</i>
<u>Director of Sales</u>	<u>Polk County Judge</u>
<i>Title of Person Signing for BARON</i>	<i>Title of Person Signing for CLIENT</i>
<u>Date</u>	<u>September 15, 1999</u>
	<i>Date</i>

•Please send by certified mail or, faster yet by overnight express,
 an original ink-signed Agreement
 (a faxed or photo-copied signature is not acceptable)
 to
 Cliff Windham,
 Director of Sales and Marketing Support Services
 Baron Services, Inc ,
 4930 Research Drive
 Huntsville, AL 35805
 Phone 256-881-8811 • E-mail. cwindham@baronservices.com
 A counter-signed copy will be returned to you

•The RADAR-NET® System cannot be released to you until your signed Agreement has
 been received by Baron Services preferably on or before Friday, September 17, 1999,
 so please, expedite this matter within your organization

RADAR-NET® AGREEMENT

APPENDIX A

For Polk Co., TX EMA Dated 8/24/99

TV station transmitting data KHOU-TV, Houston, TX Prep by CSW

One of 22 Systems under a KHOU Television Station and Reliant Energy PurchaseCost To CLIENT

a Assembly BARON will assemble the System and ship it to KHOU-TV for future distribution to CLIENT. Assembly fees of \$5,000.00, and shipping and handling fees of \$100.00, will be paid by the KHOU-TV. Installation at the CLIENT's location is CLIENT's responsibility.

b MONTHLY FEES The BARON-provided Licensed Software and data stream will be licensed by CLIENT from BARON.

1) CLIENT shall pay to BARON, each and every month, in advance, a monthly license fee for the hardware, software, data, Maintenance, Technical Support, and Software Licensing as specified below. Said monthly fees are computed as follows, depending upon the below options chosen by CLIENT.

Chosen	Data Type	Total Monthly Fee for Lease and License
<input checked="" type="checkbox"/>	Real Time Doppler Radar from KHOU TV	NO CHARGE Courtesy KHOU Television Station and Reliant Energy
<input checked="" type="checkbox"/>	NEXRAD CRP Doppler Radar Data for 24 months from ONE site i.e. Houston, TX site at \$20.00/mo or \$480.00 for the 24 month period	See Paragraph 7 herein
<input checked="" type="checkbox"/>	EMWIN Data	NO CHARGE Courtesy KHOU Television Station and Reliant Energy
<input checked="" type="checkbox"/>	Maintenance, Technical Support, and Software Licensing included for first 12 months and at the rate of \$125.00 per month or \$1,500.00 for the second 12 months	See Paragraph 7 herein
<input checked="" type="checkbox"/>	12 Month membership in International Association of Emergency Management (IAEM)	See Paragraph 7 herein
TOTAL COST TO CLIENT IN THIS SECTION		See Paragraph 7 herein

The monthly fee, when effective, shall be due and payable monthly on the first day of the month.

2) The foregoing installation and monthly fees are based upon CLIENT installing the System in a single location. In the event that this Agreement requires that the System be installed in more than one location, the assembly, monthly, and all other fees shall be multiplied by the number of locations with separate systems.

c OPTION(S) the KHOU Television Station and Reliant Energy have selected the following software option(s) at the respective additional one-time cost(s) and are providing them at no cost to the CLIENT.

Options	Additional Price
City Streets for County in which the CLIENT is located	\$500.00
NEXRAD Module	\$500.00
StormScan™	\$375.00
High Definition Data Processing	\$500.00
SUB-TOTAL	\$1,875.00
<i>Less payment by KHOU Television Station and Reliant Energy for CLIENT</i>	<i>- \$1,875.00</i>
TOTAL COST TO CLIENT IN THIS SECTION	\$0.00

Item #10

COPY

Maintenance Agreement

This Agreement is made and entered into on this the 28th day of September 1999 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas and Polk County, hereinafter referred to as "Buyer" with it's principal place of business in Livingston, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

- 1 This agreement shall be in effect from October 1, 1999 through September 30, 2000 and applies to the following application software Buyer has purchased from Seller

<i>Financial</i>	<i>Hot Checks</i>	<i>County Clerk Case Management</i>
<i>Justice of the Peace</i>	<i>Child Support</i>	<i>District Clerk Case Management</i>
<i>Imaging</i>	<i>Indexing</i>	<i>District Attorney Case Management</i>
<i>Law Enforcement</i>		<i>Parks & Wildlife Boat Registration</i>

- 2 During the term of this contract Seller agrees
 - a) To correct any errors found in the software systems
 - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement
 - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller
 - d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems

- 3 In consideration of the above mentioned services, Buyer will pay to Seller the sum of \$58,992.00 ~~\$67,192~~ by October 30, 1999 Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.

- 4 Buyer, recognizing that other services may be needed from Seller agrees to pay standard hourly billing rates and expenses in return for other services rendered.

THE NORTHEAST TEXAS DATA CORPORATION

By _____
Tory Humphries, President

POLK COUNTY
By John P. Thompson
Polk County Judge

VOL 45 PAGE 864

1-800/465-5127
 fax # 903/885-1604
 phone # 903/885-0818
 P O Box 422
 Sulphur Springs, Texas 75483

NET DATA

We're Making Sure .

INVOICE

PAGE 1

TE SEPTEMBER 15, 1999

INVOICE NUMBER 5518*

TERMS NET 10 DAYS

CLIENT INFORMATION	POLK COUNTY BILL LAW, AUDITOR POLK COUNTY COURTHOUSE LIVINGSTON TX 77351	FOR BILLING CYCLE FROM 09/10/1999 - 09/10/1999 PHONE 409-327-6811 FAX 409-327-6898	CLIENT CODE	POL 900152
			HOURLY RATE	\$80 00 SE \$100 00

APPL	TYPE	EMP	DATE	DESCRIPTION	BEG TIME	END TIME	TOTAL TIME	PRICE
CCC	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE CO CLK CASE 10/01/99-09/30/00				\$6,000 00
DCC	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE DST CLK CASE 10/01/99-09/30/00				\$5,500 00
DAT	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE DST ATY CASE 10/01/99-09/30/00				\$2,800 00
FIN	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE FINANCIAL 10/01/99-09/30/00				\$10,700 00
HOT	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE HOT CHECKS 10/01/99-09/30/00				\$3,100 00
JOP	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE JUSTICE/PEACE 10/01/99-09/30/00				\$9,300 00
LAW	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE LAW ENFCMNT 10/01/99-09/30/00				\$6,500 00
PAW	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE PRK&WLDLFE 10/01/99-09/30/00				\$800 00
NDX	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE CC INDEXING 10/01/99-09/30/00				\$4,370 00
SUP	MA1	ASM	9/10	ANNUAL SOFTWARE MAINTENANCE CHLD SUPPORT 10/01/99-09/30/00				\$3,922 00

RECEIVED
 SEP 27 1999
 POLK CO AUDITOR

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
CREDIT # _____	TOTAL HOURS 00 CHARGE HOURS 00 NOCHARGE HOURS 00 FLAT FEES \$52,992 00	\$52,992 00

MESSAGES

SEE ALSO INVOICES 5390 AND 5536

Thank You!

Maintenance Agreement

This Agreement is made and entered into on this the 28th day of SEPTEMBER 1999 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and Polk County, hereinafter referred to as "Buyer" with its principal place of business in Livingston, Texas

Seller agrees to furnish to Buyer the services set put below on the terms and conditions of this agreement.

1 This agreement shall be in effect from Oct 1999 thru SEPT 2000 and applies to the Imaging application software Buyer has purchased from Seller

2 During the term of this contract Seller agrees

- a) To correct any errors found in the software systems.
- b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
- c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller
- d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems

3 In consideration of the above-mentioned services, Buyer will pay to Seller the sum of \$ 1,000 per month. Such fee shall be paid by the first (1st) day of each month. Fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas

4 Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

THE NORTHEAST TEXAS DATA CORPORATION

By _____
Tory Humphries, President

POLK COUNTY
By John P. Thompson
Polk County Judge

VOL 45 PAGE 866

Addendum to Maintenance Agreement

- 5 Buyer and or Seller may terminate this contract at any time during the term of said contract. Buyer or Seller must notify other party of termination with a (30) thirty day written notice
- 6 This addendum applies only to the maintenance support agreement for the Imaging system in use in the County Clerk s Office in Polk County located in Livingston, Texas.

AUTHORIZED SIGNATURE

Tory Humphries, President NET Data


Judge John Thompson, Polk County

STATE OF TEXAS
COUNTY OF POLK

§
§

KNOW ALL MEN BY THE PRESENTS

THAT the City of Livingston, Texas, for and in consideration of the sum of Twenty Nine Thousand Four Hundred Forty Four Dollars and Thirty Seven Cents (\$29,444 37) per year paid and to be paid to the City of Livingston, Texas by the County of Polk, Texas, has agreed and does by these presents agree that the LIVINGSTON VOLUNTEER FIRE DEPARTMENT shall, at the request of the County of Polk, be available for firefighting purposes outside the Corporate Limits of the City of Livingston but within the boundaries of the said County of Polk

This agreement shall be effective from October 1, 1999 through September 30, 2000

COUNTY OF POLK, TEXAS

CITY OF LIVINGSTON, TEXAS

BY *John P. Leary*
County Judge

BY *[Signature]*
Mayor

B. L. Allen
Precinct 1 Commissioner

[Signature]
Precinct 2 Commissioner

[Signature]
Precinct 3 Commissioner

R. R. "Dick" Hubert
Precinct 4 Commissioner

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-401 352	Comm. Court Contingencies		14 407 05	Per Judge Thompson	50 000 00	468 856 42	418 856 42
010-426-400	Court Attorney Fees	2,040 00		Per Judge Thompson	45 000 00	47 040 00	2,040 00
010-435-400	District Court Attorney Fees	3 399 20		Per Judge Thompson	150 000 00	180 599 20	30 599 20
010-435-409	Appeals & Transcripts	8 967 85		Per Judge Thompson	20 000 00	32 967 85	12,967 85
010-435-401	TDCJ Court Expense	2,941 40		Per Judge Thompson	8 000 00	24 591 40	16 591 40
010-435-490	District Court Contingencies		2,941 40	Per Judge Thompson	10 000 00	4 058 60	9 941 40
010-405-427	Travel/Training		430 00	Per Glenn Clark	1 700 00	498 74	1,201 26
010-405-572	Furnishing/Equipment	215 00		Per Glenn Clark	1 750 00	2,738 28	988 28
010-405-203	Retirement	320 00		Per Glenn Clark	1 114 24	1 434 24	320 00
010-405-481	Dues		105 00	Per Glenn Clark	125 00	20 00	-105 00
010-426-410	Family Services		110 00	Per Judge Stephen Phillips	600 00	54 80	-545 20
010-426-426	Travel/Training	110 00		Per Judge Stephen Phillips	500 00	343 61	-156 39
010-450-202	Insurance	293 12		Per Neil Lowe	24 622 08	24 915 20	293 12
010-450-105	Salaries	7 463 32		Per Neil Lowe	117 195 78	124 659 10	7,463 32
010-450-108	Salaries/Part-Time		7 756 44	Per Neil Lowe	8 405 00	648 52	-7 756 48
010-455-202	Insurance		293 12	Per Darrell Longino	7 034 88	6 741 76	-293 12
010-455-203	Retirement	293 12		Per Darrell Longino	2,927 61	3,220 73	293 12
010-456-427	Travel/Training		797 00	Per David Johnson	1 000 00	203 00	-797 00
010-456-481	Dues		104 00	Per David Johnson	250 00	146 00	-104 00
010-456-572	Furnishing/Equipment	901 00		Per David Johnson	2,500 00	3,223 00	723 00
010-457-481	Dues		224 00	Per Kenneth Parrish	300 00	78 00	-224 00
010-457-572	Furnishing/Equipment	224 00		Per Kenneth Parrish	2,000 00	2,684 00	684 00
010-495-105	Salaries		900 00	Per Shihleen Cowen	59 868 66	58 968 66	-900 00
010-495-106	Salaries/Part-Time		1,200 00	Per Shihleen Cowen	7 500 00	10 979 20	3,479 20
010-495-390	Subscriptions		213 88	Per Shihleen Cowen	500 00	286 12	-213 88
010-495-423	Mobile Phones/Fax		500 00	Per Shihleen Cowen	1 500 00	1 000 00	-500 00
010-495-427	Travel/Training		1,200 00	Per Shihleen Cowen	3 000 00	1 800 00	-1,200 00

Approved By (see pg 4)
Date

FRANK #13
County Clerk

POLK COUNTY
By Bill Law County Auditor

Budget Revision
#99.24

September 28 1999

010-495-480	Bonds/Liability Ins	200 00	Per Shirleen Cowen	300 00	100 00	200 00
010-495-481	Dues	317 10	Per Shirleen Cowen	500 00	182 90	317 10
010-495-572	Furnishing/Equipment	4 530 98	Per Shirleen Cowen	5 500 00	6 784 98	1 284 98
010-499-427	Travel/Training	720 00	Per Bud Smith	2 500 00	1 663 00	-837 00
010-499-572	Furnishing/Equipment	620 00	Per Bud Smith	500 00	1 120 00	620 00
010-499-330	Furnished Transportation	100 00	Per Bud Smith	1 000 00	1 100 00	100 00
010-510-423	Mobile Phone/Pagers	52 16	Per Elyan Davis	500 00	947 84	447 84
010-510-106	Salaries/Part-Time	52 16	Per Elyan Davis	0 00	52 16	52 16
010-510-335	Pest Control	1 000 00	Per Elyan Davis	1 000 00	4 000 00	3 000 00
010-510-332	Custodial Supplies/Repairs	1 000 00	Per Elyan Davis	17 000 00	21 814 60	4 814 60
010-511-427	Travel/Training	1 294 00	Per Don Maxwell	1 500 00	206 00	1 294 00
010-511-450	Building Repair/Maint	844 00	Per Don Maxwell	80 000 00	82 323 00	2 323 00
010-511-330	Furnished Transportation	450 00	Per Don Maxwell	3 000 00	4 450 00	1 450 00
010-562-600	Insurance Claims	-629 72	Per Shirleen Cowen/State Farm Ins	0 00	23 675 27	23 675 27
010-560-450	Remm Ins Vehicle Repairs	629 72	Per Shirleen Cowen/State Farm Ins	0 00	11 963 27	11 963 27
010-560-427	Travel/Training	1 180 00	Per Sheriff Billy Ray Nelson	12 000 00	16 936 75	4 936 75
010-560-480	Bonds/Liability	760 00	Per Sheriff Billy Ray Nelson	55 984 00	56 944 00	960 00
010-560-572	Furnishing/Equipment	420 00	Per Sheriff Billy Ray Nelson	7 500 00	5 120 00	2 380 00
010-271-000	General Fund Balance	75 000 00	Per Judge Thompson	575 000 00	650 480 63	75 480 63
010-630-404	Indigent Health Care	75 000 00	Per Judge Thompson	1 200 00	1 020 00	-180 00
010-650-427	Travel/Training	180 00	Per Wanda Bohinger	1 000 00	1 180 00	180 00
010-650-512	Office Supplies	180 00	Per Wanda Bohinger	1 000 00	1 180 00	180 00
010-685-427	Travel/Training	600 00	Per John McDowell	4 500 00	3 900 00	-600 00
010-685-572	Furnishing/Equipment	600 00	Per John McDowell	4 000 00	4 800 00	800 00
010-696-430	Subscriptions	700 00	Per Betty Rundel	1 500 00	800 00	-700 00
010-696-427	Travel/Training	128 00	Per Betty Rundel	500 00	372 00	-128 00
010-696-572	Furnishing/Equipment	828 00	Per Betty Rundel	3 600 00	4 428 00	828 00
015-621-340	Taylor Lake Expenditures	5 000 00	Per Commissioner Skim Speights	0 00	19 000 00	19 000 00

Approved By (See pg. 4)
Date

015-342-621	Pd. 1 Road Repair Reimb	-5,000.00		Per Commissioner Slim Speights	0.00	5,000.00	-5,000.00
015-369-100	Road Material Reimbursement	1,946.93		Per Commissioner Slim Speights	0.00	96,492.14	96,492.14
015-621-338	Culverts	98.34	3,288.28	Per Commissioner Slim Speights	11,000.00	33,951.51	22,951.51
015-621-337	Materials/Supplies	11,458.70		Per Commissioner Slim Speights	11,000.00	14,171.24	3,171.24
015-621-339	Road Material/Construction			Per Commissioner Slim Speights	91,047.13	340,894.41	249,847.28
015-621-461	Equipment Rental		78.51	Per Commissioner Slim Speights	2,000.00	0.00	2,000.00
015-621-490	Miscellaneous	329.87	251.36	Per Commissioner Slim Speights	2,481.47	310.11	2,171.36
015-621-573	Capital Outlay			Per Commissioner Slim Speights	0.00	4,058.87	4,058.87
015-621-108	Salaries/Part-time	1,000.00	1,000.00	Per Commissioner Slim Speights	4,255.80	15,255.80	11,000.00
015-621-201	Social Security	3,504.52		Per Commissioner Slim Speights	14,688.56	15,688.56	1,000.00
015-621-456	Parts/Repairs	911.93		Per Commissioner Slim Speights	40,000.00	50,537.97	10,537.97
015-621-354	Tires/Tubes			Per Commissioner Slim Speights	10,000.00	17,698.30	7,698.30
015-369-200	Road Material Reimbursement	-50,971.36		Per Commissioner Bobby Smith	0.00	99,275.26	-99,275.26
015-622-339	Road Material/Construction	67,360.58		Per Commissioner Bobby Smith	84,485.62	311,900.21	227,414.59
015-622-338	Culverts		1,000.00	Per Commissioner Bobby Smith	10,500.00	17,258.43	6,758.43
015-622-330	Gas & Oil	1,000.00		Per Commissioner Bobby Smith	30,000.00	31,000.00	1,000.00
015-623-456	Parts & Repairs	5,024.95		Per Commissioner Buddy Purvis	89,189.00	145,168.98	55,980.98
015-623-337	Materials/Supplies	500.00		Per Commissioner Buddy Purvis	22,500.00	27,091.89	4,591.89
015-623-300	Uniforms	200.00		Per Commissioner Buddy Purvis	0.00	2,570.00	2,570.00
015-623-354	Tires/Tubes	100.00		Per Commissioner Buddy Purvis	7,500.00	28,150.80	20,650.80
015-623-440	Electricity	600.00		Per Commissioner Buddy Purvis	2,400.00	3,038.53	638.53
015-623-423	Mobile Phones/Pagers	500.00		Per Commissioner Buddy Purvis	3,600.00	4,289.88	689.88
015-623-461	Equipment Rental		100.00	Per Commissioner Buddy Purvis	4,000.00	0.00	-4,000.00
015-623-105	Salaries		4,500.00	Per Commissioner Buddy Purvis	227,182.55	232,476.01	5,293.46
015-623-108	Salaries/Part-Time	2,500.00		Per Commissioner Buddy Purvis	24,672.78	30,379.32	5,706.54
015-625-105	Emergency Repairs		4,900.00	Per Commissioner Dick Hubert	0.00	4,153.00	4,153.00
015-624-364	Tires/Tubes	200.00		Per Commissioner Dick Hubert	10,000.00	11,050.00	-1,050.00
015-624-456	Parts & Repairs	1,400.00		Per Commissioner Dick Hubert	20,000.00	44,713.67	24,713.67
015-624-338	Culverts	2,000.00		Per Commissioner Dick Hubert	8,000.00	20,150.00	12,150.00
015-624-337	Materials/Supplies	300.00		Per Commissioner Dick Hubert	7,000.00	11,180.00	4,180.00
015-624-330	Fuel/Oil	1,000.00		Per Commissioner Dick Hubert	19,000.00	24,000.00	5,000.00
015-624-339	Road Material/Construction	4,025.63		Per Commissioner Dick Hubert	47,000.00	87,179.41	40,179.41
032-595-377	Materials/Supplies		1,346.60	Per James Richardson	25,000.00	35,753.40	10,753.40

Approved By (See pg 4)
Date:

POLK COUNTY
By Bill Law County Auditor

032-595-573 Capital Outlay
032-595-402 Engineering Fees
032-595-330 Gas/Oil
032-595-572 Equipment
051-645-332 Cleaning Supplies
051-645-394 Medical Supplies
051-645-343 Non Food Supplies
051-645-351 Building Maintenance
051-645-331 County Car/Oil & Gas

Total

2 500 00
3 000 00
346 60
1 050 00
21 00
100 00
170 666 96

Budget Revision
#89-24

4 500 00 Per James Richardson
Per James Richardson
Per James Richardson
Per James Richardson
1 121 00 Per Shilken Cowen
50 00 Per Shilken Cowen
1 050 00 Per Shilken Cowen
21 00 Per Shilken Cowen
100 00 Per Shilken Cowen

134 688 80

September 28, 1999

57 583 92 16 631 72 -40 952.20
83 300 00 72 800 00 10 500 00
50 000 00 40 000 00 10 000 00
3 000 00 4 446 60 1 446 60
3 000 00 4 573 00 1,573 00
50 00 0 00 50 00
15 000 00 17 050 00 2,050 00
2,500 00 1 651 00 -849 00
900 00 650 00 250 00

Approved By


Date 12/11/99

Bill Law
Bill Law
September 28, 1999

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-401-352	Comm Court Contingencies		8 282 82	Per Judge Thompson	50 000 00	27 310 13	22 689 87
010-401 550	911 Capital Project		5 000 00	Per Judge Thompson	5 000 00	0 00	-5 000 00
010-400-572	Co Judge Office Equipment		1 910 18	Per Judge Thompson	5 000 00	2 911 82	-2 088 18
010-409-572	General Office Equipment		3 702 00	Per Judge Thompson	10 000 00	6 298 00	-3 702 00
010-401 572	CC Office Equipment/Furn	18 895 00			0 00	18 895 00	18 895 00
010-503-427	Travel/Training		1 735 94	Per Steve Hulthen	1 500 00	0 00	1 500 00
010-503-452	Computer Maintenance Exp		6 877 99	Per Steve Hulthen	89 650 00	80 772 01	-8 877 99
010-503-572	Office Equipment		886 07	Per Steve Hulthen	2 500 00	1 458 53	1 041 47
010-503-573	Capital Outlay	9 500 00		Per Steve Hulthen	0 00	9 500 00	9 500 00
010-560-427	Travel/Training		1 300 00	Per Sheriff Billy Ray Nelson	12 000 00	15 636 75	3 636 75
010-560-390	Gas/Oil	1 300 00		Per Sheriff Billy Ray Nelson	55 000 00	52 900 00	-2 100 00
010-695-427	Travel/Training		380 00	Per John McDowell	4 500 00	3 520 00	-980 00
010-695-490	Miscellaneous	390 00		Per John McDowell	500 00	1 180 00	680 00
032-595-377	Materials/Supplies		2,000 00	Per James Richardson	25 000 00	33,753 40	8,753 40
032-595-573	Capital Outlay	2,000 00		Per James Richardson	57 583 92	18 631,72	-38,952 20
090-700-560	Transfer to General	14,500 00		Per Bill Law	2,688 63	17 188 63	14,500 00
010-483-997	Capital Outlay Summary		20 750 00	Per Bill Law	0 00	0 00	0 00
010-370-093	Transfer to CC Rap Fund		20 750 00	Per Bill Law	0 00	-5 494 37	-5,494 37
093-700-403	Transfer to CC Gen Fund		20 750 00	Per Bill Law	0 00	5,494 37	5,494 37
093-271-000	Fund Balance	20,750.00		Per Bill Law			
	Total	67,325 00	94,325 00				

Approved By 
Date: 10/11/99

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-409-441	Gas/Heat		1 346 00	Per Judge Thompson	12 500 00	11 154 00	1 346 00
010-409-572	Office Furnishings/Equip	1346 00		Per Judge Thompson	10 000 00	4 952 00	5 048 00
010-401-352	Comm Court Contingencies		11 210 00	Per Judge Thompson	50 000 00	16 100 13	-33 899 87
010-401-573	Capital Outlay	11 210 00		Per Judge Thompson	0 00	30 105 00	30 105 00
010-497-108	Part-Time Salaries		550 00	Per Nola Reneau	1 050 63	500 63	-550 00
010-497-572	Office Equipment	550 00		Per Nola Reneau	5 000 00	6,500 00	1,500 00
015-369-200	Reimbursement Materials		15 000 00	Should be in Permanent Rd	0 00	84,275.26	84,275.26
015-622-339	Road Materials		15 000 00	Should be in Permanent Rd	84 485 62	296 900 21	212 414 59
015-620-621	RB 1 Permanent Road	1 554 81		Carry-Over from Previous Year	50 000 00	51 554 81	1 554 81
015-620-622	RB 2 Permanent Road	9 107 53		Carry-Over from Previous Year	50 000 00	59 107 53	9 107 53
015-620-623	RB 3 Permanent Road	2,350 10		Carry-Over from Previous Year	50 000 00	52,350 10	2,350 10
015-620-624	RB 4 Permanent Road	3 041 30		Carry-Over from Previous Year	50 000 00	53 041 30	3 041 30
017-621-339	RB 1 Lateral Road	1 892 75		Carry-Over from Previous Year	10 875 00	12,767 75	1,892 75
017-622-339	RB 2 Lateral Road	8 19		Carry-Over from Previous Year	10 875 00	10 883 19	8 19
017-623-339	RB 3 Lateral Road	10 850 00		Carry-Over from Previous Year	10 875 00	21 725 00	10 850 00
017-624-339	RB 4 Lateral Road	22,928 37		Carry-Over from Previous Year	10 875 00	33 803 37	22,928 37
Total		64,839 05	43 106 00				

Approved By: 
Date: 10/1/99

Final Audit 28, 1999
P. Lawrence M. ...

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 WAS REVIEWED AND APPROVED FOR PAYMENT

V H LAU

V H Lau

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

John H. Thompson

✓
✓
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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
012	ELECTED OFFICIALS FEE ACCOUNTS	13 720 25
084	816 THICKET BRIDGE PROJECT	2 348 79
091	PERMANENT SCHOOL FUND	1 98
TOTAL OF ALL FUNDS		16 071 02

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

W H LAW

W H Law

COUNTY AUDITOR

John P. Thompson

JOHN THOMPSON

COUNTY JUDGE

CHECK # 143167

BANK ACCT MAIN 09/14/1999 \$110 72
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AL MEYER FORD INC
800 N HEDFORD DRIVE
LUFKIN TX 75901

CHECK # 143167

010-560-454 GENERAL FUND

V44310

110 72

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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	33 057 25
015	ROAD & BRIDGE ADH	142 418 83
032	ENVIRONMENTAL SERVICES	2 798 67
051	AGING DEPT	282 51
TOTAL OF ALL FUNDS		179 357 26

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

W H LAW



COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE



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CHECK # 141118

BANK ACCT MAIN 09/21/1999 \$233 75
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*****233 75

TEXAS PARKS & WILDLIFE

AUSTIN TX

CHECK # 141118

088-207-850 JUDICIARY FUND	27191	36 55
088 207 850 JUDICIARY FUND	27175	36 55
088 207 850 JUDICIARY FUND	27159	53 55
088 207 850 JUDICIARY FUND	27220	53 55
088 207 850 JUDICIARY FUND	27174	53 55

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SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	33 966 11
015	ROAD & BRIDGE ADH	6 679 79
017	LATERAL ROAD FUND	6 313 32
032	ENVIRONMENTAL SERVICES	6 417 05
036	FEMA DISASTER FUNDS	241 108 30
049	DISTRICT ATTY HOT CHECK FUND	6 47 00
051	ASING DEPT	6 312 50
061	DEBT SERVICE FUND	6 668 35

TOTAL OF ALL FUNDS

301 532 42

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

V. H. LAW

V. H. Law

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

John Thompson

Addendum Schedule of Bills for Court Dated 9/28/99

Viking	\$329 87	R & B 1
Jimmy s Auto Parts	\$281.06	R & B 1
Texas Timberjack	\$106 96	R & B 1
U S A Auto	\$10 74	R & B 1
Chuck s Diesel Service	\$207 50	R & B 1
Grigg's Tractor Sales & Svc	\$173 14	R & B 1
Putt Watson Motor Co , Inc	\$470 98	R & B 1
Peters Tractor & Equip Co	\$179 48	R & B 1
Texas Automotive Parts	\$13 98	R & B 1
Mustang Tractor	\$4,234 38	R & B 1
Pavers Supply Co	\$1,914 60	R & B 1
Hanson Aggragates	\$174 58	R & B 1
East Texas Asphalt	\$481 28	R & B 1
RUS of Conroe	\$217 35	R & B 1
Smith Municipal Supplies	\$18 94	R & B 1
Double s Welding	\$19 80	R & B 1
Melvin's Hwy 59 Tire	\$231 00	R & B 1
Texas Dept of Criminal Justice	\$221 28	R & B 1
Galloway Exxon	\$191 50	R & B 1
Onalaska Tire Center	\$22 50	R & B 1
Lube Depo, L L C	\$141 50	R & B 2
C & B Repair Service	\$3,696 00	R & B 3
Peters Tractor & Equipment	\$9 74	R & B 3
Reinhardt Auto Parts	\$644 31	R & B 3
GSC Surplus Property	\$140 00	R & B 3
Thomas Supply, Inc	\$135 49	R & B 3
MUSIC Mountain Water Co.	\$34 00	R & B 3
RUS of Conroe	\$132 50	R & B 3
Anglin Tire Service	\$76 00	R & B 3
Hughes Oil Company	\$527 70	R & B 4
Thomas Supply, Inc	\$1,931 72	R & B 4
Mustang Tractor	\$279 35	R & B 4
Lord's Auto Electric	\$370 90	R & B 4
Evans Welding & Machine Work	\$115 58	R & B 4
Burris Repair	\$530 30	R & B 4
Gray's Wholesale Tires	\$69 62	R & B 4
E L McClendon, Jr , Atty	\$2,150 00	CCL Attorney Fees
Stephen Taylor, Atty	\$2,000 00	District Court Atty Fees
Robert DuBoise, Atty	\$500 00	District Court Atty Fees
Joe Roth, Atty	\$300 00	District Court Atty Fees
Linda Jones, Atty	\$800 00	District Court Atty Fees
Stephen Taylor, Atty	\$250 00	TDC Court Expense
Laura Bates, CSR, RDR	\$4,130 50	Appeals & Transcripts
Excel Reporting & Associates	\$200 00	Appeals & Transcripts
Titan, Inc	\$770 20	Sheriff Department
Raymond Capps, M D	\$1,137 82	Indigent Care
RAJ Associates	\$557 87	Indigent Care
Memorial Medical Center-Liv	\$70,358 51	Indigent Care

Texas Court Reporters Assoc	\$110 00	County Court at Law
William George Co	\$2,589 39	Aging
Exxon Card Services	\$51 00	Aging
RUS of Conroe	\$446 54	Maintenance/Custodial
Livingston Lawn & Garden	\$77 11	Custodial
Livingston Vacuum & Sewing	\$52 00	Custodial
Youngblood Wholesale	\$128.17	Custodial
Floor Care & Interior	\$13 00	Custodial
Viking Office Products	\$201 88	Tax Office
Trimble Navigation Limited	\$11,210 00	Commissioner's Court

TOTAL \$116,369 62

John P. Thompson

DATE SEPTEMBER 08 1999 THROUGH SEPTEMBER 28 1999

*Revised**

NO	EMPLOYEE	DEPT	JOB	TYPE OF EMPLOYEE	SALARY GROUP	ACTION
(1)	NORMA ALENE	PERSONNEL	SECRETARY #102	LABOR POOL	9(1)	RE-HIRE EFFECTIVE 09/29/99
(2)	LANEICE BYRON	SOCIAL SERVICES CORRIGAN	#1289 AGING SERVICE WORKER 1	REGULAR FULL TIME	102	GOING TO LABOR POOL AT 104(2) \$7.95 EFFECTIVE 09/29/99
(3)	CHARLES CLACK	JAIL	#1038 DEPUTY SHERIFF/TRANSPORT	LABOR POOL	10(1)	NEW-HIRE EFFECTIVE 09/29/99
(4)	ANGELA K THOMPSON	JAIL	#1055 CORRECTIONS OFFICER	LABOR POOL	12(1)	RESIGNED EFFECTIVE 09/29/99
(5)	GEORGE SMITH	ROAD & BRIDGE PCT #1	#109 LIGHT EQUIPMENT OPERATOR	TEMPORARY FULL TIME	13(1)	CHANGE TO \$905 TRUCK DRIVER REG/FT 12(1) \$17,793.46 EFFECTIVE 09/29/99
(6)	ROBERT WILLIAMSON	JAIL DEPARTMENT	#1038 DEPUTY SHERIFF/TRANSPORT	REGULAR FULL TIME	14(1)	RESIGNED EFFECTIVE 9/29/99
(7)	WILLIAM A GLASS	ROAD & BRIDGE PCT #1	#108 HEAVY EQUIPMENT OPER	REGULAR FULL TIME	142	MERIT INCREASE TO 143 \$20,817.46 EFFECTIVE 09/29/99
(8)	FRANK JARRY	ROAD & BRIDGE PCT #2	#108 HEAVY EQUIPMENT OPER	REGULAR FULL TIME	141	MERIT INCREASE TO 143 \$20,817.46 EFFECTIVE 09/29/99
(9)	HENSLEY AMANDA	ROAD & BRIDGE PCT #2	#103 SECRETARY II	REGULAR FULL TIME	12(1)	MERIT INCREASE TO 122 \$18,229.89 EFFECTIVE 09/29/99
(10)	SHEFFIELD JAMES	ROAD & BRIDGE PCT #2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	136	MERIT INCREASE TO 137 \$21,659.83 EFFECTIVE 09/29/99
(11)	PHILLIPS DARYL	ROAD & BRIDGE PCT #2	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL TIME	148	MERIT INCREASE TO 149 \$23,982.84 EFFECTIVE 09/29/99
(12)	WALTERS EDDE	ROAD & BRIDGE PCT #2	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL TIME	147	MERIT INCREASE TO 148 \$23,528.88 EFFECTIVE 09/29/99
(13)	HOFFPATER NORGAN	ROAD & BRIDGE PCT #2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	13(1)	MERIT INCREASE TO 132 \$19,148.86 EFFECTIVE 09/29/99
(14)	JOHN SMITH	ROAD & BRIDGE PCT #2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	13(1)	MERIT INCREASE TO 133 \$19,839.21 EFFECTIVE 09/29/99
(15)	DAVIS ORY G	ROAD & BRIDGE PCT #2	#109 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	138	MERIT INCREASE TO 139 \$22,752.87 EFFECTIVE 09/29/99
(16)	DOMMER JEFFERY	ROAD & BRIDGE PCT #2	#1037 LIGHT EQUIPMENT OPERATOR	REGULAR FULL TIME	16(1)	RESIGNED EFFECTIVE 09/27/99
(17)	SPENCER CAROL ANN	SHERIFF DEPARTMENT	#104 DEPUTY SHERIFF/PATROL	REGULAR FULL TIME	153	MERIT INCREASE TO 154 \$22,201.65 EFFECTIVE 09/29/99
(18)	BIGLER CHARLES	COUNTY CLERK	#104 CHIEF DEPUTY CLERK	REGULAR FULL TIME	12(1)	DISMISSAL EFFECTIVE 09/27/99
(19)	VAUGHN	WASTE MANAGEMENT	#905 TRUCK DRIVER	REGULAR FULL TIME	12(1)	DISMISSAL EFFECTIVE 09/27/99
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**ADDITION
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VOL

45 PAGE 888