



May 28, 2002
10 00 A M

VOL 48 PAGE 621
Polk County Courthouse, 3rd floor
Livingston, Texas

2002 - 062

NOTICE is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed,

Agenda topics

- 1 CALL TO ORDER.
- 2 PUBLIC COMMENTS
- 3 INFORMATIONAL REPORTS
- 4 APPROVAL OF MINUTES OF THE MEETINGS OF MAY 14 2002 (Regular) and MAY 14 2002 (Special).
- 5 CONSIDER ANY/ALL NECESSARY ACTION RELATING TO RFP #2002-07 "COMPENSATION STUDY"
- 6 CONSIDER ORDER DESIGNATING SURPLUS PROPERTY
- 7 CONSIDER TEXAS DEPARTMENT OF HEALTH S REQUEST TO RENEW LEASE OF OFFICE SPACE AT 402 E. CHURCH LIVINGSTON
- 8 CONSIDER APPROVAL TO SUBMIT REQUEST TO STATE COMPTROLLER FOR UNCLAIMED RURAL ELECTRIC COOPERATIVE CAPITAL CREDITS
- 9 CONSIDER APPROVAL OF BUDGET REVISIONS
- 10 CONSIDER APPROVAL OF BUDGET AMENDMENTS.
- 11 CONSIDER APPROVAL OF SCHEDULE OF BILLS.
- 12 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

By John P Thompson, County Judge

Posted May 22, 2002

I the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the 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 Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday May 22, 2002 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON COUNTY CLERK

Deputy

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY TEXAS
2002 MAY 22 AM 9:22

BARBARA MIDDLETON
COUNTY CLERK POLK CO.



May 28, 2002
10 00 a.m

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 2002-062

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for May 28, 2002 at 10 00 A M

AMEND TO READ,

- 10 CONSIDER APPROVAL OF BUDGET AMENDMENTS, AS FOLLOWS,
 - Record reimbursement from Creekside POA and related Pct. 2 construction expense in the amount of \$10 000 00
 - Record time warrant proceeds and related capital outlay for Pct 2 purchase of rock pit in the amount of \$52,231 00

AMEND TO ADD,

- 13 CONSIDER AMENDING PREVIOUS COURT ACTION, ISSUING TIME WARRANT FOR PURCHASE OF PCT 1 WHEEL EXCAVATOR IN AN AMOUNT NOT TO EXCEED \$173,200 00 AT AN INTEREST RATE OF NO MORE THAN 5 5% FOR A PERIOD NOT TO EXCEED 5 YEARS
- 14 CONSIDER APPROVAL OF RESOLUTION AND CONTRACT REGARDING COURT FEES AND FINES COLLECTION SERVICES
- 15 CONSIDER OFFER TO PURCHASE TAX FORECLOSED PROPERTIES (PCT 2) LOT 27, BLOCK 3 BRIDGEVIEW CAUSE #98-006

Commissioners Court of Polk County, Texas

Dated Friday, May 24, 2002

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

I the undersigned County Clerk do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday May 24, 2002 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK

BY *Schelana Walker*, Deputy

FILED FOR RECORD
MAY 24 2002
POLK COUNTY CLERK
POLK CO.

STATE OF TEXAS)

DATE MAY 28, 2002

COUNTY OF POLK)

"REGULAR" MEETING
Barbara Middleton Absent**"COMMISSIONERS COURT"**
POSTING #2002 - 062

BE IT REMEMBERED ON THIS THE 28th DAY OF MAY, 2002
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS
PRESENT, TO WIT

JOHN P THOMPSON, COUNTY JUDGE PRESIDING
BOB WILLIS 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, SHARON
JORDAN, CHIEF DEPUTY COUNTY CLERK & BILL LAW COUNTY AUDITOR,
THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY
MADE, CONSIDERED & PASSED

1 WELCOME & CALLED TO ORDER BY JUDGE JOHN THOMPSON AT 10 00 A.M

FATHER KHUE BUI FROM THE ST JOSEPH CATHOLIC CHURCH GAVE THE
OPENING PRAYER

2 PUBLIC COMMENTS

A IRA GERTSENSLAGER GAVE REMARKS ABOUT A PROPERTY LINE DISPUTE
HELD WITH A DEVELOPER

3 INFORMATIONAL REPORTS

- A. JUDGE THOMPSON ANNOUNCED THE PRESENTATION OF SCHOLARSHIPS
GIVEN BY THE DELIQUENT TAX ATTORNEY'S, LINEBARGER GOGGAN
BLAIR PENA & SAMPSON, LLC THE FIVE HIGH SCHOOLS SELECT A
SENIOR EACH YEAR FOR A \$500 00 SCHOLARSHIP, FROM ALL SCHOOL
DISTRICTS WITHIN POLK COUNTY
THIS YEARS RECIPIENTS ARE AS FOLLOWS
CRYSTAL PRINCE OF LIVINGSTON HIGH SCHOOL,
SOPHIA JANE DAVENPORT OF LEGGETT HIGH SCHOOL,
ALLECIA CUERVO OF GOODRICH HIGH SCHOOL,
CURTIS EVANS OF BIG SANDY HIGH SCHOOL,
AND ALEX ADAMS OF CORRIGAN CAMDEN HIGH SCHOOL
- B JUDGE THOMPSON REPORTED THE DEATH OF ALFRED DAVIS, ELGIN'S
BROTHER
- C CONSTABLE PRECINCT #1 HAS PRESENTED THE COURT WITH HIS
CERTIFICATE OF COMPLETION
- D COMMISSIONER HUBERT REMINDED EVERYONE OF THE COUNTY'S
SURPLUS AUCTION, AND OPEN CONSIGNMENT SALE ON SATURDAY,
JUNE 1st, 2002 AT 10 00 A.M IN LEGGETT, TEXAS
- E JUDGE THOMPSON REPORTED THE 34th ANNUAL INDIAN POW WOW AT
THE ALABAMA-COUSHATTA RESERVATION, MAY 31 (FRIDAY) &
JUNE 1 (SATURDAY)

- 4 MOTIONED BY BOBBY SMITH, SECONDED BY R.R."DICK" HUBERT, TO APPROVE MINUTES OF MEETINGS OF MAY 14, 2002 (REGULAR) AND MAY 14, 2002 (SPECIAL)
ALL VOTING YES
- 5 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO CONTRACT WITH RAY & ASSOCIATES FOR RFP#2002-07, "COMPENSATION STUDY"
ALL VOTING YES (SEE ATTACHED)
- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE "ORDER" DESIGNATING SURPLUS PROPERTY AND TO SET SPECIAL MEETING TO AUTHORIZE ADDITIONAL SURPLUS ITEMS
ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE RENEWAL OF LEASE FOR OFFICE SPACE AT 402 E CHURCH BY THE TEXAS DEPARTMENT OF HEALTH
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY BOB WILLIS, SECONDED BY R R "Dick" HUBERT, APPROVAL TO SUBMIT REQUEST TO STATE COMPTROLLER FOR UNCLAIMED RURAL ELECTRIC COOPERATIVE CAPITAL CREDITS
ALL VOTING YES
- 9 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOB WILLIS, TO APPROVE THE LIST OF BUDGET REVISIONS #2002-16(a), AS SUBMITTED BY THE COUNTY AUDITOR
ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOB WILLIS, TO APPROVE THE LIST OF BUDGET AMENDMENTS #2002-16, AS SUBMITTED BY THE COUNTY AUDITOR
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
5 08 2002	(25 00)	Void Ck #154222
5 08 2002	(130 05)	Void Ck #169794
5 08 2002	(35 50)	Void Ck #170128
5 09 2002	(1,357 81)	Void Ck #170013
5 09 2002	\$ 11,933 00	170137 170154
5 09 2002	\$ 249,377 09	Electronic Transfer Federal Tax Payments
5 10 2002	\$ 159 47	503

DATE	AMOUNT	CHECK NUMBERS
5 14 2002	\$ 5,005 00	1003
5 14 2002	\$ 15,037 22	389
5 14 2002	(228 50)	Void Ck #168749
5 14 2002	\$ 62,753 47	170156 170201
5 15 2002	\$ 64,587 70	170202 170221
5 20 2002	\$ 5,457 70	390
5 20 2002	\$ 8,194 98	170222 170247
5 21 2002	\$ 168,806 99	170248 170365
5 22 2002	\$ 56 00	727
5 22 2002	\$ 2,547 15	170366 170383
5 23 2002	\$ 251,851 26	Electronic Transfer Payroll
5 23 2002	\$ 7,412 08	170384 170398
5 28 2002	\$ 85,392 30	Addendum

- 12 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO APPROVE PERSONNEL ACTION FORMS, REVISED LIST
ALL VOTING YES (SEE ATTACHED)
- 13 MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE AMENDING PREVIOUS COURT ACTION AND ISSUING TIME WARRANT FOR PURCHASE OF PCT#1 WHEEL EXCAVATOR IN AN AMOUNT NOT TO EXCEED \$173,200 00 AT AN INTEREST RATE OF NO MORE THAN 5 5% FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS
ALL VOTING YES
- 14 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO APPROVE "RESOLUTION" AND CONTRACT REGARDING COURT FEES AND FINES COLLECTION SERVICES
COURT VOTES RECORDED AS FOLLOWS (SEE ATTACHED)
COMMISSIONER WILLIS NO
COMMISSIONER SMITH YES
COMMISSIONER PURVIS YES
COMMISSIONER HUBERT YES
- 15 MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO TABLE ITEM#15 "CONSIDER OFFER TO PURCHASE TAX FORECLOSURE PROPERTIES PCT#2 LOT 27, BLOCK 3, OF BRIDGEVIEW SUBDIVISION, CAUSE#98-006"
ALL VOTING YES

16 MOTIONED BY R R. "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO
ADJOURN COURT THIS 28th DAY OF MAY, 2002 AT 10 44 A M
ALL VOTING YES



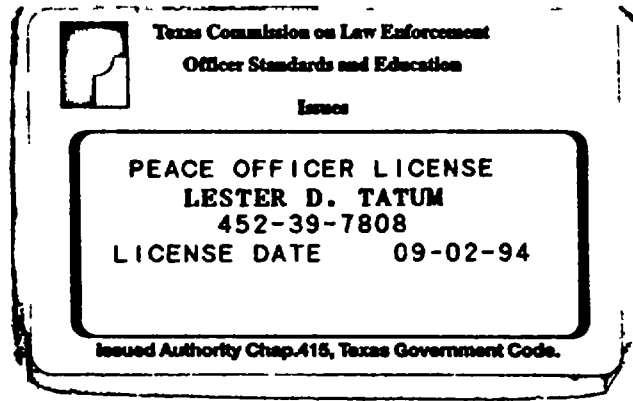
JOHN P. THOMPSON, COUNTY JUDGE

ATTEST

SHARON JORDAN, CHIEF DEPUTY COUNTY CLERK
TRANSCRIBED BY BARBARA MIDDLETON

C:\barbaram\COMM COURT\COMMCR2002\MAY28 wpd

Item 3(c)



Evidence of State Peace Officer License, presented by Constable, Pct. #1
Lester Tatum to the Commissioners Court on May 28, 2002

AA #5

Agreement for Professional Consulting Services

Ray Associates' extensive experience and success-oriented philosophy make us uniquely qualified to serve public agencies

If the provisions of this proposal are acceptable to Polk County, and if Polk County chooses to select Ray Associates, Inc for award of the contract to be issued under RFP #2002-07, "A Compensation Survey and Assessment of County Jobs," this proposal can serve as the contract for professional services between Polk County and Ray Associates, Inc

Parties

This proposal is a professional services contract between Polk County, Texas and Ray Associates, Inc

Services

Ray Associates agrees to perform the professional services set forth in this proposal, with such services incorporated into and made a part of this contract

Period of Contract

This contract is for the period beginning May 15, 2002 and ending August 15, 2002

Compensation

Polk County agrees to compensate Ray Associates an amount not to exceed \$29,359, for professional services and reimbursement of reasonable and documented project expenses Reasonable and documented expenses include, but are not limited to, long distance telephone, travel, copying, costs of documents, and printing or other reproduction of documents in excess of the number of copies included as a part of this contract

Invoices and Progress Reports

Ray Associates will submit monthly invoices to Polk County, including a short progress report on the status of the project The monthly invoices will be in equal amounts, dividing the total professional services cost by the number of months in the contract, then including

only those actual, reasonable, and documented expenses incurred that month Ray Associates requests payment within 30 days of receipt of each invoice Payment on the final invoice will be made by the county upon satisfactory completion of the project

Assurances

Accessibility of Records.

Ray Associates will give Polk County, through its authorized representative, access to and the right to examine and copy records, books, papers, or other documents related to the project, in electronic or print format

Final Products

Final documents and reports, in print or electronic form, produced as products of this engagement shall be the property of Polk County Reports will be presented in one bound and one camera-ready copy At the close of the project, one copy of the final products of the engagement will be presented in electronic format

Non-discrimination

Ray Associates is an equal opportunity employer and will not discriminate based on race or national origin, age, sex, disability, color, or religion

Compliance with Other Laws

Ray Associates will comply with applicable state and federal laws in the conduct of this engagement

Miscellaneous Terms

Personal Liability

An individual signing this contract is not personally liable under it, and parties agree to seek recourse solely against Polk County or Ray Associates, Inc , respectively

Materials

Ray Associates assumes responsibility for furnishing normal items necessary to perform these services, including, but not limited to, office space, furniture, equipment, software, supplies, and local telephone services

Assignment of Contractual Rights

Ray Associates agrees not to assign, transfer, convey, or otherwise dispose of this contract or its right, title or interest in to the same, or any part thereof, without previous written consent of Polk County

Entire Agreement.

This contract contains the entire agreement of the parties

Location

This agreement is made in Texas and Texas laws govern its interpretation and performance


Conclusion

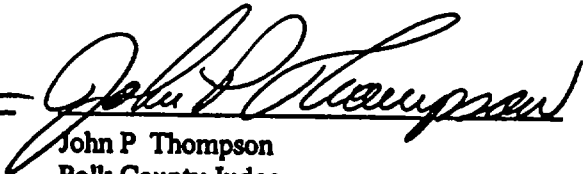
If you have any questions about this proposal or the contractual provisions, please do not hesitate to call Katherine Ray at (512) 478-4699, or, in her absence, to speak with Sheila Jennings or Candice Chavez

Signatures

Thank you for the opportunity to offer our services to Polk County. If all terms are agreeable, this proposal will serve as our contract upon your signature below. Please sign one copy and return it to us, the other copy is for your files. We look forward to hearing from you and to the opportunity to work with you and your employees.

Sincerely,


Katherine B Ray, SPHR
Ray Associates, Inc


John P Thompson
Polk County Judge

Proposal Summary

FILE COPY

Over the past 25 years, Ray Associates has distinguished itself as a leader in the public management consulting field, offering a range of services designed to help local governments do a better job of organizing and managing their human resources

Itemization of Costs

Ray Associates offers to complete the proposed project for \$29,359. This is the cost to complete all components of the project, including estimated expenses. The project cost is broken down as follows:

Project Component	Cost
I Planning, Administration, Audit, and Project Communication Sessions	\$6,185
II Market Pay Rates/Salary and Benefits Survey	\$7,825
III Pay Structure/Compensation Analyses	\$5,895
IV Review of Overtime Pay and Compensatory Time Off	\$2,470
V Final report and Guidelines	\$2,430
VI Estimated Expenses <ul style="list-style-type: none"> • Travel Costs for three (3) trips from Austin to Polk County for one (1) Principal of the firm and one (1) Consultant \$2,376* <ul style="list-style-type: none"> > Airfare, two travelers, per trip cost \$392 > Car rental, two days, per trip cost \$140 > Hotel, two rooms, one night, per trip cost \$160 > Meals, two travelers, five meals, per trip cost \$100 • Document Preparation, Printing, Copying, Mailing, and Long Distance Telephone Expenses \$293* 	\$2,669
VII Implementation of Recommendations	\$1,885
Total Estimated Project Cost	\$29,359

*Expenses are estimates only - Ray Associates will only bill actual, reasonable, and documented expenses.

Professional service costs are based on the following billing schedule

Level of Staff	Billing Rate
Principal	\$160 per hour
Sr Consultant	\$115 per hour
Consultant	\$85 per hour

Consultant Hours to Perform Each Task

Project Component #	Principal Hours	Sr Consultant Hours	Consultant Hours	Total Hours
I	25	2	23	50
II	8	0	83	91
III	14	0	43	57
IV	8	0	14	22
V	18	0	6	24
VI	0	0	0	0
VII	7	0	9	16
Total Project Hours	80	2	178	260

*Includes hours for travel, which are billed at 1/2 the billing rate

Time Schedule Summary

Ray Associates proposes to begin work on this project May 15, 2002, or upon approval of this proposal. We propose to complete the project, including submission of all work products, on or by August 15, 2002.

Item #6



ORDER

OF THE POLK COUNTY COMMISSIONERS COURT

Designating Surplus Property to be disposed in Public Auction

WHEREAS, in an ^{Regular} ~~Emergency~~ meeting of the Polk County Commissioners Court held May 28, 2002, the following items described within the listing attached hereto as Exhibit "A" were determined to be Surplus property, as defined by Local Government Code, Chapter 263 Subchapter D, Section 263 151

THEREFORE, the aforementioned items are hereby designated as Surplus Property of the County and shall be disposed of in a Public Auction, as authorized by Local Government Code, §§263 152, to be held on June 1, 2002

John P Thompson, County Judge

CERTIFICATE OF THE COUNTY CLERK

The undersigned, being the County Clerk of Polk County, Texas, does hereby certify that this ORDER was duly adopted by the Commissioners Court for Polk County on May 28, 2002

IN WITNESS WHEREOF, I have affixed my signature and the official seal of the Polk County Commissioners Court to this certification

(Seal)

Barbara Middleton, County Clerk
Polk County, Texas

Item#	Description (Include Brand, Make/Model, etc.)	Serial # Veh/Equip VIN#	County Inventory (If available)
1	P.C. Keyboard QPE1		000005710
1	TBM P.C. Tower	BJMT01297125190	
1	Mobile File Drive	EV2204202	000005731
1	Comp USA P.C. monitor	-	-
1	Computer monitor P.C.	7CRP91100313	000006321
2	Chaster AC-691N Speaker Pack up by Ed. Prou	Y25J942500882	

POLK COUNTY SURPLUS SALE JUNE 1, 2002



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Item #7

Texas Department of Health**Eduardo J Sanchez, M.D., M.P.H.**
Commissioner of Health1517 West Front St.
Tyler, Texas 75702**Charles E. Bell, M.D.**
Executive Deputy Commissioner**Gary R. Bego**
Chief Operating Officer<http://www.tdh.state.tx.us>
903-533-5365**Paul McGaha, D O, M.P.H.**
Regional Director

May 14, 2002

John P Thompson
County Judge
Polk County Courthouse
Livingston TX 77351

Dear Judge Thompson:

It is time to renew our lease for the building located at 402 E Church Street We will need a letter from you stating that you agree to renew the current lease based on the same terms and conditions The lease dates would be 12/01/02 through 11/30/04. I believe that this will be our last renewal available

We appreciate your cooperation in processing this request My fax number is 903/533-5222.

Sincerely,


Patti Hinds
Business Office*An Equal Employment Opportunity Employer*

POLK COUNTY
 By Bill Law County Auditor
 Budget Revision
 #2002 16a
 FY02
 May 28, 2002

Handwritten signature

Fund Account	Description	Increase	Decrease	Comments	Budget	Amended Budget	Net Change
010-457 106	Part time Salaries	1,900.00		Per Larry Whitworth	0.00	1,900.00	1,900.00
010-457 105	Salaries		1,900.00	Per Larry Whitworth	38,875.82	36,975.82	1,900.00
010-511-330	Gas/Oil	2,500.00		Per Don Maxwell	7,500.00	10,000.00	2,500.00
010-511-423	Mobil Phone/Pagers	1,000.00		Per Don Maxwell	1,500.00	2,500.00	1,000.00
010-511-450	Repairs/Materials		3,500.00	Per Don Maxwell	111,000.00	116,180.00	5,180.00
010-552-423	Mobil Phone/Pagers	300.00		Per Bill Cunningham	500.00	900.00	400.00
010-552-572	Radio/Office Equipment		300.00	Per Bill Cunningham	2,700.00	2,699.84	-0.16
015-622-315	Office Supplies	400.00		Per Bobby Smith	2,000.00	705.00	1,295.00
015-622-456	Part/Receipts/Materials	8,000.00		Per Bobby Smith	35,000.00	43,000.00	8,000.00
015-622-339	Construction Materials		8,400.00	Per Bobby Smith	92,000.00	174,595.22	82,595.22
027-580-573	Capital Outlay	59.99		Per George Bigler	2,000.00	2,059.99	59.99
027-580-315	Office Supplies		59.99	Per George Bigler	250.00	190.01	-59.99
010-687 573	Capital Outlay	3,428.00		Per Judge Thompson	0.00	3,428.00	3,428.00
032-585-572	Computer/Office Equipment		3,428.00	Per Judge Thompson	3,782.80	336.80	-3,428.00

17,585.99 17,585.99

Approved By
 Date

#10
 J. M. POLK COUNTY
 By: B. Law County Auditor

Budget Amendment
 #2002 16

May 28, 2002

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Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
015-369-200	Reimbursement for Materials	10 000 00		ck from Creekside Property/Bobby Smith	0 00	-82995.22	-82,995.22
015-622-339	Construction Materials	10 000 00		ck from Creekside Property/Bobby Smith	92000 00	182995.22	90,995.22
015-390-622	Loan Proceeds Pct 2	53,231 00		Record Time Warrant Rock Pct for R&B #2	0 00	-53231 00	-53,231 00
015-622 573	Capital Outlay	53,231 00		Record Time Warrant Rock Pct for R&B #2	0 00	55461 75	55,461 75

0 00 0 00

Approved By
 Date:

CHECK # 154222

BANK ACCT MAIN
 05/08/2002
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 *****25 00

OLDENETTEL/ RICK LEE
 1360 POST OAK BLVD STE 2350
 HOUSTON TX 77056

CHECK # 154222

010-340-700 GENERAL FUND REFUND 15 00
 088 207 225 JUDICIARY FUND REFUND 10 00
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CHECK # 169794

BANK ACCT MAIN 05/08/2002 \$130 05
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*****130 05

TEXAS PARKS & WILDLIFE

AUSTIN TX

CHECK # 169794

088-207-850 JUDICIARY FUND PAV 43 35
088 207 850 JUDICIARY FUND PAV 43 35
088 207 850 JUDICIARY FUND PAV 43 35

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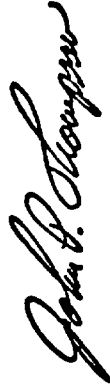
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BANK ACCT MAIN 05/08/2002 \$35 50
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*****35 50

WEST PUBLISHING CORP
620 OPPERMAN DR
P O BOX 64883
ST PAUL MN 55164-0833

CHECK # 170128

010-560-315 GENERAL FUND 801644 35 50
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CHECK # 170013

BANK ACCT MAIN
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US, 09/2002 \$1 357 81
VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***


***** 357 81

IBM COMPANY
P O BOX 945684
ATLANTA GA 30394-5684

CHECK # 170013

093-403-572 CO CLERK RECORDS MGMT F 264311 22 74
093 403 572 CO CLERK RECORDS MGMT F 264717 1 335 07

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fy 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7 686 57
015 ROAD & BRIDGE ADM	1 487 92
027 SECURITY FUND	92 65
049 DISTRICT ATTY HOT CHECK FUND	259 70
093 CO CLERK RECORDS MGMT FUND	204 70
101 ADULT SUPERVISION	1 199 60
108 CCP SURVEILLANCE	350 50
184 JUVENILE PROBATION	325 00
185 CCAP - JUVENILE PROBATION	526 36
TOTAL OF ALL FUNDS	11 933 00

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

W. H. LAM

William H. Lam

COUNTY AUDITOR

JOHN P. THOMPSON

John P. Thompson

COUNTY JUDGE

VCH011 PAGE 2

DATE 05/09/2002 ELECTRONIC FEDERAL TAX PAYMENTS

REP #	VEN #	VENDOR NAME	AMOUNT
		FIRST STATE BANK	660 313 68
		FOLK CO PAYROLL ACCT	8189 063 41
TOTAL AMOUNT			9249 377 09

John A. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
651 AGING DEPT	159 47
TOTAL OF ALL FUNDS	----- 159 47

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

W E LAW

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

William H Law

John P Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
033 TEMPE WATER SUPPLY GRANT	5 005 00
TOTAL OF ALL FUNDS	5 005 00

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

W H LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	15 037 22
TOTAL OF ALL FUNDS	15 037 22

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

E H LAW



COUNTY AUDITOR

JOHN P THOMPSON



COUNTY JUDGE

CHECK # 168749

BANK ACCT MAIN
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 05/14/2002
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 \$228 80
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****228 80

HOME CARE SUPPLY
 P O BOX 200791
 HOUSTON TX 77216

CHECK # 168749

010-630-404 GENERAL FUND
 INDCIG 228 80
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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copy

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	37 516 64
011 HOTEL OCCUPANCY TAX FUND	488 79
015 ROAD & BRIDGE ADM	23 615 77
047 D/A CAPITAL TRIAL GRANT	392 29
049 DISTRICT ATTY BOT CHECK FUND	84 07
051 AGING DEPT	555 91
093 CO CLERK RECORDS MGMT FUND	100 00
TOTAL OF ALL FUNDS	62 753 47

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

Sup

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	14 302 38
015 ROAD & BRIDGE ADM	740 87
027 SECURITY FUND	80 00
049 DISTRICT ATTY HOT CHECK FUND	242 07
051 AGING DEPT	115 88
061 DEPT SERVICE FUND	49 113 55
093 CO CLERK RECORDS MGMT FUND	12 95
TOTAL OF ALL FUNDS	64 587 70

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

W E LAM

William F. Lam

COUNTY AUDITOR

JOHN P THOMPSON

John P. Thompson

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
912 ELECTED OFFICIALS FEE ACCOUNTS	5 457 70
TOTAL OF ALL FUNDS	5 457 70

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

U S LAM

COUNTY AUDITOR

JOHN P THOMPSON

COUNTY JUDGE

W. Lam

John P. Thompson

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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	6 030 75
015 ROAD & BRIDGE ADM	1 382 37
051 AGING DEPT	22 81
088 JUDICIARY FUND	759 05
TOTAL OF ALL FUNDS	8 194 98

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

W E LAM
 COUNTY AUDITOR
 JOHN P THOMPSON
 COUNTY JUDGE

W E Lam

John P Thompson

July 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	123 288 15
015 ROAD & BRIDGE AID	34 359 97
017 LATERAL ROAD FUND	7 740 00
032 ENVIRONMENTAL SERVICES	950 10
040 LAW LIBRARY FUND	847 80
049 DISTRICT ATTY HOT CHECK FUND	44 07
051 AGING DEPT	739 90
093 CO CLERK RECORDS MGMT FUND	800 00
TOTAL OF ALL FUNDS	168 806 99

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

W E LAW
 COUNTY AUDITOR
 JUNE P THOMPSON
 COUNTY JUDGE

[Signature]
[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	56 00
TOTAL OF ALL FUNDS	56 00

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

W H Law

W H LAW

COUNTY AUDITOR

JOHN F THOMPSON

COUNTY JUDGE

John F Thompson

fy 02

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DEBITED AMOUNTS
010 GENERAL FUND	1 922 36
015 ROAD & BRIDGE AID	620 30
051 AGING DEPT	4 47
TOTAL OF ALL FUNDS	2 547 15

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

W. H. LAW

COUNTY MENTOR

JOHN P. THOMPSON

COUNTY JUDGE

William H. Law
John P. Thompson

ADDITIONAL

DATE 05/23/2002 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH260		FIRST STATE BANK	\$60 939 06
ACH261		POLK CO PAYROLL ACCT	\$190 912 20
TOTAL AMOUNT			\$251 851 26

John P. Thompson

ADDITIONAL

ADDITIONAL

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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 915 20
015 ROAD & BRIDGE ADM	1 329 42
027 SECURITY FUND	55 00
101 ADULT SUPERVISION	1 110 60
108 CCP - SURVEILLANCE	350 50
184 JUVENILE PROBATION	125 00
185 CCAP - JUVENILE PROBATION	526 36
TOTAL OF ALL FUNDS	7 412 08

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

W B LAM
COUNTY AUDITOR
William B. Lam

JAMES P. THOMPSON
COUNTY JUDGE
James P. Thompson

Addendum Schedule of Bills for Court Dated 05/28/02
FY-02

Vendor	Amount
FEDERAL EXPRESS (FEDEX)	\$ 100 87
TEXAS STATE BAR OF EXAMINERS OF PSYC	\$ 67 30
THE FORENSIC PANE,	\$ 16,650 00
EDWARD B GRIPON M D , P.A	\$ 7,625 00
RON DUNNAHOE	\$ 719 54
JOHN S HOLLEMAN	\$ 285 60
HOLIDAY INN	\$ 124 30
BILL WILLIS	\$ 1,479 34
SCOTT HUGHES	\$ 367 41
GOLDSTAR EMS/CNTY POLK	\$ 150 00
M GUTIERREZ	\$ 40 00
DR RALPH JENKE DDS	\$ 2,692 00
UTMB GALVESTON	\$ 22 64
MEMORIAL MEDICAL CENTER OF LIVINGSTON	\$ 299 92
UNIVERSITY OF TEXAS MEDICAL BRANCH	\$ 13 538 11
DR SAMUEL VARUGHESE	\$ 121 67
DR MARC SPECTOR	\$ 157 28
RANDALL MEDICAL CLINIC	\$ 388 96
DR TERRY C ROBBINS M D	\$ 148 74
MEMORIAL MEDICAL CENTER OF LIVINGSTON	\$ 351 67
LABCORP OF AMERICA HOLDINGS	\$ 58 56
DR ROBERT LINDSEY	\$ 121 38
THE HEART INSTITUTE	\$ 19 64
DR RAUL GUTIERREZ	\$ 119 48
DR DANIEL FUENTES DO	\$ 99 28
DYNACARE LABORATORIES	\$ 75 72
DR GEORGE DELOACH	\$ 157 33
ANGELINA DIAGNOSTIC	\$ 181 37
LOUIS AMBEAUX PABS	\$ 828 20
CSC CREDIT SERVICES	\$ 50 00
BARBARA HAYES	\$ 30 28
EXCEL REPORTING & ASSOCIATES INC	\$ 146 50
RUS OF CONROE	\$ 449 64
GRAY'S WHOLESALE TIRE	\$ 585 00
BLACK & DECKER	\$ 58 65
GSC SURPLUS	\$ 1 076 00
PERFORMANCE TRUCK	\$ 149 45
JAMES PURVIS	\$ 580 22
EAST TEXAS ASPHALT CO	\$ 755 00
RED BARN BUILDERS	\$ 40 50
LAWRENCE SAW CO	\$ 24 95
TRINITY MATERIALS	\$ 869 92
HOOT'S LOADER SVC	\$ 15 480 00
BURTON AUTO SUPPLY	\$ 108 25
DAVIS & BROWN CONSTRUCTION	\$ 331 00
TELETOUCH COMMUNICATIONS	\$ 186 77
T-SHIRTS -N MORE	\$ 80 00

Page - 1

Addendum Schedule of Bills for Court Dated 05/28/02
FY-02

CECIL BERG	\$ 100 00
HUGHES PETROLEUM	\$ 1 132 86
PROFESIONAL FLOOR COVER	\$ 3 999 31
SHARP ELECTRONICS	\$ 6 240 00
SANDERS PATRICIA/DOUBLE S WELDING	\$ 82 25
GATEWAY	\$ 286 95
ANCO JERNIGAN DABNEY	\$ 72 00
SCRIPT CARE	\$ 3,843 45
HUNTSVILLE CLINIC	\$ 280 00
OZARKA	\$ 48 99
HUMBLE ELEVATOR	\$ 114 40
TRANSCOR AMERICA	\$ 735 50
CLERK SUPREME COURT	\$ 235 00
SHARON JORDAN	\$ 42 78
CHEVRON USA	\$ 187 37
TOTAL	<u>\$ 85,392 30</u>

John P. Thompson

Page 2

John #12

DATE

MAY 15 THROUGH MAY 28 2002

NO.	EMPLOYEE	DEPT	JOB DESCRIPTION	TYPE OF EMPLOYMENT	GROUP STEP & WAGE	ACTION TAKEN
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(1)	YAMATA COLLINS	AGING / Livingston	#1285 COOK	REGULAR PART TIME	UNCLASSIFIED \$8 98 HR	RECLASSIFIED TO LABOR POOL (#1285) (\$8 98 HR.) EFFECTIVE 05/22/2002
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(2)	CAMILLA GATES	AGING / Livingston	#1285 COOK	LABOR POOL -800 HRS	UNCLASSIFIED \$8 98 HR.	RECLASSIFIED TO REGULAR PART TIME (#1285) (\$8 98 HR.) EFFECTIVE 05/22/2002
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(3)	CALVIN COOPER	ROAD & BRIDGE	#109	REGULAR	132 37 \$20 820.27	RESIGNATION EFFECTIVE 05/16/2002
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(4)	DANNY LYN HARRIS	ROAD & BRIDGE	#114 LABORER	REGULAR FULL TIME	B/1 \$15 724.89	NEW HIRE EFFECTIVE 06/03/02
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(5)	ELUVALE CHERRY	COUNTY	#105 CLERK	REGULAR FULL TIME	10/1 \$17 356.71	NEW HIRE EFFECTIVE 05/31/2002
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(6)	CHANTIA SLADE	JP	#105	REGULAR PART TIME	10(1) \$8 34 HR.	RESIGNATION EFFECTIVE 05/14/2002
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(7)	CHANTIA SLADE	JP	#105	LABOR POOL	10(1) \$8 34 HR.	RESIGNATION EFFECTIVE 05/14/2002
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(8)	KATHRYN DUANE KIMBERLIN	EMERGENCY MANAGEMENT	#902	REGULAR FULL TIME	14/1 \$21 139.59	RE-HIRE EFFECTIVE 06/03/2002
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(9)	MARY ANN ANROW	DISTRICT ATTORNEY	#1128	REGULAR FULL TIME	12/3 \$20 125.88	RETIREMENT EFFECTIVE 05/31/2002
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(10)						<i>Additional</i>
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(11)						
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(12)						
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(13)						
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(14)						
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(15)						
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Sten #14



ORDER

THE STATE OF TEXAS §
COUNTY OF POLK §

The Commissioners Court of Polk County, Texas, convened at a meeting of said Court at the Polk County Courthouse in the County of Polk, Texas, on the 28th day of May, 2002, with the following members present, to-wit

- John P Thompson, County Judge - Presiding
- Bob Willis, 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

and no members absent, constituting a quorum, when among other business, the following was transacted

ORDER AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF EACH DELINQUENT DEBT AND ACCOUNT RECEIVABLE, INCLUDING COURT FINES AND FEES, REFERRED TO A LAW FIRM FOR COLLECTIONS

Commissioner Smith introduced an order and made a motion that the same be adopted Commissioner Purvis seconded the motion for adoption of the order The motion, carrying with it the adoption of the order, prevailed by the following vote

- AYES Commissioner Smith, Commissioner Purvis and Commissioner Hubert
- NAYS Commissioner Willis
- ABSTENTIONS None

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted The order thus adopted follows

Polk County wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between Polk County and the firm of Linebarger Goggan Blair Peña & Sampson, LLP Under the provisions of Article 103 0031, Texas Code of Criminal Procedure, Polk County Commissioners Court is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, that is more than 60 days past due and has been referred to an attorney for collection

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF POLK COUNTY, THAT

Section 1 The recitals set forth in this order are true and correct.

Section 2 The addition of collection fees in the amount of 30 percent on each debt and account receivable, including court fines and fees, that is more than 60 days past due and has been referred to an attorney under contract with Polk County for collection services, is approved

PASSED, APPROVED and ADOPTED this 28th day of May, 2002

POLK COUNTY

BY

John P Thompson, County Judge
Polk County, Texas

ATTEST.

Barbara Middleton, County Clerk



Item #14

CONTRACT FOR COURT FEES AND FINES COLLECTION SERVICES

STATE OF TEXAS

COUNTY OF POLK

THIS CONTRACT is made and entered into by and between Polk County, Texas, acting herein by and through its governing body, hereinafter styled County, and LINEBARGER GOGGAN BLAIR PEÑA & SAMPSON, LLP, hereinafter styled the Firm

I County agrees to employ and does hereby employ the Firm to enforce The collection of delinquent court fees and fines pursuant to the terms and conditions described in this contract This contract supercedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties

II County agrees to refer all delinquent accounts by electronic or magnetic medium, in the specified format, to the Firm for collection, on or about the first (1st) and fifteenth (15th) of each month An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or any granted extension, or from the date of conviction or judgment, or other court specified due date County will provide the Firm with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this contract Should it become necessary for the Firm to provide computer hardware, software, programming services and/or in-house personnel to County, in order for this contract to be performed, a separate agreement and fee structure shall be negotiated and agreed to in writing by both parties hereto The Firm hereby agrees to reimburse Polk County the amount charged by Net Data to install the program required by the Firm on the County's network server for the provision of this contract

III The Firm is to refer all payments and correspondence directly to the courts that have assessed or levied the fees and fines being collected pursuant to this contract The Firm reserves the right to return all accounts not collected within one (1) year of referral by County, as well as any accounts identified as being in bankruptcy Upon return of these accounts, neither party will have any obligation to the other party to this contract

V The Firm shall indemnify and hold County harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of the Firm's performance of the services described in this contract The indemnity provision of this

contract shall have no application to any claim or demand which results from the sole negligence or fault of County, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of County and the Firm, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities. In the event that litigation is initiated against County by a defendant contacted by the Firm in the collection activity of the Firm, then the Firm agrees to represent County in such litigation as part of the services compensated in this contract.

V County agrees to pay to the Firm, on all accounts referred to the Firm for collection, a thirty-percent (30%) fee on the total amount collected on all such accounts referred to the Firm for collection, in accordance with Article 103.0031 of the Texas Code of Criminal Procedure, as compensation for legal and collection services provided pursuant to this contract. In the event that an account is not covered by such statute, County agrees to pay the Firm a thirty-percent (30%) fee on the total amount collected on all such accounts referred to the Firm for collection as compensation for legal and collection services provided pursuant to this contract. All compensation shall become the property of the Firm at the time of payment. County shall pay over said funds on a monthly basis by check or wire transfer. County agrees to pay the fee payable under this contract no later than the 30th day following the end of the calendar month within which the fee is paid to County. The parties agree that this contract may be amended to include the collection of fines and fees associated with Class A and B offenses in addition to the Class C offenses covered under this initial contract.

VI The initial term of this contract is two years, beginning May 28, 2002, and shall thereafter continue on a month-to-month basis. County reserves the option to extend the initial term of the contract for two additional two-year periods, with the contract thereafter continuing on a month-to-month basis. Either party may, without cause, terminate this contract at the end of the initial contract term or thereafter by giving the other party written notice of termination. During the initial term of this contract either party shall have the right to terminate the same prior to its expiration, provided however, that the party giving notice shall grant the receiving party a period of thirty (30) days, from the date of written notice, the opportunity to attempt to cure any unsatisfactory terms, acts, omissions or conditions. Should the party receiving notice be found not to have remedied the unsatisfactory terms, acts, omissions or conditions to the satisfaction of the party giving notice, the party giving notice may terminate the contract. The effective date of any termination by County shall be sixty (60) days from the date the notice of termination is received in writing by the Firm, said sixty (60) days period being deemed adequate for the purpose of the Firm in winding down its affairs with regards to work in progress. In the case of termination by the Firm, the effective date of termination shall be thirty (30) days from the date notice of termination is received. County is entitled, but is not required, to refer additional accounts to the Firm after notice of

termination has been received by the Firm In any event, the Firm shall be entitled to payment of its fee, pursuant to Paragraph V of this contract, for all amounts collected on referred accounts during the six (6) month "winding down" period At the end of that period, all accounts shall be returned to County by the Firm

VII For purposes of sending notice under the terms of this contract, all notices from County shall be sent to the Firm by certified United States mail, or delivered by hand or by courier, and addressed as follows

Linebarger Goggan Blair Peña & Sampson, LLP
Attention Director of Client Services

P O Box 17428
Austin, Texas 78760

OR
1949 South IH 35
Austin, Texas 78741

VIII This contract is made and is to be interpreted under the laws of the State of Texas In the event that any provision(s) of this contract shall for any reason be held invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid, illegal or unenforceable provision(s) had never been a part of this contract

IX In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes performance of said contract as set-forth above This contract is executed on behalf of County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes Signed facsimiles shall be binding and enforceable

WITNESS the signatures of all parties hereto this, the 28th day of May, 2002

ENTITY NAME

By 
County Judge / The Honorable Judge John P Thompson

LINEBARGER GOGGAN BLAIR PEÑA & SAMPSON, LLP

By _____
Steve Meeks / Capital Partner