



FILED FOR RECORD

95 DEC -6 AM 9:25

BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS

**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 68**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, December 11, 1995 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 December 6, 1995

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 December 6, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, December 6, 1995

Barbara Middleton, County Clerk

By Barbara Middleton



COMMISSIONERS COURT AGENDA

for: MONDAY - DECEMBER 11, 1995 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
 - A Proclamation for "Volunteer Blood Donor Month"
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, November 27, 1995

OLD BUSINESS

- 4 CONSIDER OFFER TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES LOCATED IN LAKE LIVINGSTON VILLAGE #4 LOTS 85, 138 & 216 - AS DESCRIBED IN CAUSE #94-002 (PCT #1) AND WHITE #2, BLOCK S, LOTS 17 & 18 - AS DESCRIBED IN CAUSE #93-182 (PCT #2)
- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO DRUG TESTING MANDATED BY THE OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991 - DEPARTMENT OF TRANSPORTATION 49CFR, PART 382, INCLUDING APPROVAL OF POLICY AND CONTRACT FOR TESTING SERVICES

NEW BUSINESS

- 6 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-24 "SALE OF COUNTY PROPERTY - MISTROT BUILDING"
- 7 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-25 "SALE OF SURPLUS MAINTAINERS, R&B, PCT 2"
- 8 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #95-26 "PURCHASE OF MOTORGRADERS, R&B, PCT 2"
- 9 CONSIDER APPROVAL TO ADVERTISE FOR THE SALE OF CERTAIN SURPLUS PERSONAL PROPERTY ACQUIRED WITHIN THE HAZARD MITIGATION "BUYOUT" PROGRAM
- 10 CONSIDER APPROVAL OF RESOLUTION SUPPORTING THE GRANT APPLICATION AND FUNDING OF THE CHAMBERS COUNTY NARCOTICS TASK FORCE
- 11 CONSIDER APPROVAL OF MEDICAL WASTE DISPOSAL AGREEMENT FOR POLK COUNTY JAIL

**COMMISSIONERS COURT AGENDA FOR
12/11/95 - PAGE 2**

- 12 CONSIDER TEXAS DEPARTMENT OF HEALTH REQUEST FOR DECEMBER 1, 1995 RELEASE FROM LEASE OF CORRIGAN CLINIC SPACE AND RENEGOTIATED LEASE OF LIVINGSTON CLINIC SPACE
- 13 CONSIDER APPROVAL OF TREASURER'S QUARTERLY REPORT (FY1995 LAST QUARTER, JUL - SEPT , 1995)
- 14 CONSIDER THE RESCHEDULING OF THE NEXT COMMISSIONERS COURT MEETING (2nd Monday in December falls on Christmas Day)

CONSENT AGENDA ITEMS

- 15 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 16 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - (would be Monday, December 25, 1995)
RESCHEDULING TO BE DETERMINED, THIS MEETING

STATE OF TEXAS }
 COUNTY OF POLK }

DATE: DECEMBER 11, 1995
 REGULAR CALLED MEETING
 ALL PRESENT

BE IT REMEMBERED ON THIS THE 11th DAY OF DECEMBER, 1995 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT: JOHN P THOMPSON, COUNTY JUDGE, PRESIDING B.E. "SLIM" SPEIGHTS, COMMISSIONER PCT#1, BOBBY SMITH, COMMISSIONER PCT#2, JAMES J. "BUDDY" PURVIS, COMMISSIONER PCT#3, R R. "DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED

1. MEETING WAS CALLED TO ORDER AT 10:00 AM BY JUDGE JOHN THOMPSON
 PUBLIC COMMENTS: NONE
2. INFORMATIONAL REPORTS
 - a. JUDGE THOMPSON ISSUED A PROCLAMATION DESIGNING THE MONTH OF JANUARY, 1996 AS "VOLUNTEER BLOOD DONOR MONTH."
 - b. LIGHTING OF THE COURTHOUSE WAS DISCUSSED. JUDGE THOMPSON SAID THE CHRISTMAS LIGHTS WERE PUT UP BY THE CHAMBER OF COMMERCE AND THEY PLAN TO ADD MORE EACH YEAR.
 - c. TAX ASSESSOR-COLLECTOR, "BID" SMITH, SAID NEW VOTER REGISTRATION CARDS WILL BE MAILED THIS WEEK. THEY ARE ORANGE IN COLOR & ARE GOOD FOR (2) YEAR PERIOD. IF ANY INFORMATION IS NOT CORRECT, PLEASE CONTACT THE TAX OFFICE, 327-6801, FOR ANY CHANGES THAT NEED TO BE MADE.
3. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO APPROVE THE MINUTES OF NOVEMBER 27, 1995 MEETING.
 ALL VOTING YES.
4. (a) PCT#1 "SALE OF TAX FORECLOSURE PROPERTY"
 MOTIONED BY B.E "SLIM" SPEIGHTS, SECONDED BY BOBBY SMITH TO ACCEPT THE BID FOR SALE OF TAX FORECLOSURE PROPERTY IN LAKE LIVINGSTON VILLAGE SEC#4, DESCRIBED IN CAUSE #94-002.
 ALL VOTING YES.
- (b) PCT#2 "SALE OF TAX FORECLOSURE PROPERTY"
 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS, TO ACCEPT THE BID FOR SALE OF TAX FORECLOSURE PROPERTY IN WHITE #2, BLOCK S, LOTS 17 & 18, AS DESCRIBED IN CAUSE #93-182.
 ALL VOTING YES.

5. (a) MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE THE ALCOHOL AND DRUG TESTING POLICY FOR EMPLOYEES PERFORMING JOBS REQUIRING A COMMERCIAL DRIVERS LICENSE, AS REQUIRED TO COMPLY WITH THE OMNIBUS TRANSPORTATION EMPLOYEE DRUG AND ALCOHOL TESTING ACT OF 1991, BY THE DEPARTMENT OF TRANSPORTATION REGULATIONS 49 CFR PART 382, AND 49 CFR PART 40. ALL VOTING YES (SEE ATTACHED COPY)
(b) MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "SLIM" SPEIGHTS TO ENTER IN THE CONTRACT FOR ALCOHOL & DRUG TESTING SERVICES WITH PINNACLE EMPLOYEE TESTING SERVICE INC, AS PROVIDER. ALL VOTING YES. (SEE ATTACHED)
6. BID#95-24 "SALE OF COUNTY OWNED PROPERTY - MISTROT BUILDING" MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY BOBBY SMITH TO TAKE NO ACTION ON THE SALE OF COUNTY OWNED PROPERTY - "MISTROT BUILDING", AS NO (MINIMUM) BIDS WERE RECEIVED. ALL VOTING YES.
7. BID#95-25 "SALE OF SURPLUS MAINTAINERS, ROAD & BRIDGE, PCT#2" MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO ACCEPT THE BID FROM LYNN HENDRIX EQUIPMENT FOR \$56,000.00, FOR MOTORGRADER #120-G, & ACCEPT THE BID FROM RONCO EQUIPMENT FOR \$76,995 00 FOR MOTORGRADER #12-G. ALL VOTING YES.
8. BID#95-26 "PURCHASE OF MOTORGRADERS, ROAD & BRIDGE, PCT#2" MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO BUY (2) MOTORGRADERS FROM MUSTANG EQUIPMENT, FOR \$121,329.00, PAY A DOWN PAYMENT OF \$100,000.00 FROM THE SALES ABOVE, AND FINANCE THE BALANCE. ALL VOTING YES.
9. MOTIONED BY B E. "SLIM" SPEIGHTS, SECONDED BY JAMES J. "BUDDY" PURVIS TO AUTHORIZE JOHN McDOWELL, TO ADVERTISE FOR THE SALE OF CERTAIN SURPLUS PERSONAL PROPERTY ACQUIRED WITHIN THE "HAZARD MITIGATION BUY-OUT PROGRAM." ALL VOTING YES.
10. MOTIONED BY B. E. "SLIM SPEIGHTS, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE RESOLUTION SUPPORTING THE GRANT APPLICATION AND FUNDING OF THE CHAMBERS COUNTY NARCOTICS TASK FORCE. ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "DICK" HUBERT TO APPROVE OF MEDICAL WASTE DISPOSAL AGREEMENT FOR POLK COUNTY JAIL. ALL VOTING YES. (SEE ATTACHED)
12. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "BUDDY" PURVIS TO APPROVE THE TEXAS DEPARTMENT OF HEALTH REQUEST FOR DECEMBER 1, 1995 RELEASE FROM LEASE OF CORRIGAN CLINIC SPACE & RE-NEGOTIATED LEASE OF LIVINGSTON CLINIC SPACE. ALL VOTING YES (SEE ATTACHED)

13 MOTIONED BY BOBBY SMITH, SECONDED BY B.E."SLIM" SPEIGHTS TO ACCEPT THE TREASURER'S QUARTERLY REPORT, (FY 1995 LAST QUARTER).
ALL VOTING YES. (SEE ATTACHED)

14.MOTIONED BY R.R."DICK" HUBERT, SECONDED BY JAMES J."BUDDY" PURVIS TO RE-SCHEDULE THE NEXT COMMISSIONER'S COURT, FOR FRIDAY, DECEMBER 22, 1995, AS THE NEXT REGULAR MEETING FALLS ON A HOLIDAY.
ALL VOTING YES.

15.MOTIONED BY JAMES J."BUDDY" PURVIS, SECONDED BY B.E."SLIM" SPEIGHTS TO PAY THE BILLS BY SCHEDULE & ADDENDUM.
ALL VOTING YES. (SEE ATTACHED)

11-27-95	166 00	9155 - 9156
11-27-95	12,655 96	143 - 144
11-28-95	104,126 13	112391 - 112455
11-28-95	97,218 70	112456 - 112479
11-30-95	171,628.84	112480 - 112493
12-1-95	203 68	112494
12-4-95	97,403.67	112495 - 112527
12-6-95	17,090 00	112528 - 112530
12-6-95	66,895 68	112531 - 112662
12-7-95	8,035 78	112663 - 112812
12-11-95	733.62	112813 - 112815

16.MOTIONED BY JAMES J."BUDDY" PURVIS, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE THE PERSONNEL ACTION FORMS.
ALL VOTING YES. (SEE ATTACHED)

17.MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E."SLIM" SPEIGHTS TO ADJOURN COURT, THIS 11th DAY OF DECEMBER, AT 10:30 AM.
ALL VOTING YES.


JOHN THOMPSON, COUNTY JUDGE

ATTEST:

BARBARA MIDDLETON, COUNTY CLERK



PROCLAMATION

Whereas, patients in the 17-county Texas Gulf Coast Region will need approximately 50,000 units of blood and blood components each month during 1996, and

Whereas, the only source of blood donations are volunteer blood donors; and

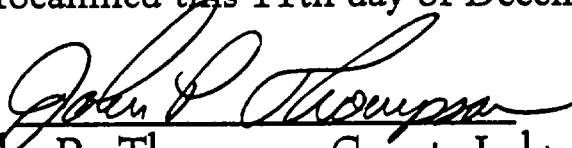
Whereas, The President of the United States has designated January 1996 as National Volunteer Blood Donor Month,

Now, therefore, I call upon the residents of Polk County to observe January for such purposes as I, John Thompson, County Judge of Polk County do hereby proclaim the month of January 1996 as:

Volunteer Blood Donor Month

in Polk County and I wish to recognize and thank all blood donors for their selfless contributions, and I encourage all eligible residents of the county to become volunteer blood donors for the continued health and well-being of the community.

Signed and Procalimed this 11th day of December, 1995.


John P Thompson, County Judge
Polk County, Texas



BILLY R NELSON, Sheriff
1733 N Washington
Livingston Texas 77351
(409) 327 6810

LEWIS MILNER
Chief Deputy

SHERLENE BROWN
Adm Assistant

December 11, 1995

POLK COUNTY JAIL POPULATION REPORT

DAILY POPULATION AS OF 12-11-95	75
Inmates Shipped To TDC This Month	6
Scheduled To Be Shipped Later This Month	6
Average Cost Of Meals At Jail	\$1 16

COST OF MEALS FOR THE MONTH HIGHER DUE TO THANKSGIVING MEAL.

APPENDIX C

**POLK COUNTY
ALCOHOL AND DRUG TESTING POLICY
FOR EMPLOYEES PERFORMING JOBS REQUIRING A
COMMERCIAL DRIVERS LICENSE**

STATEMENT OF PURPOSE

Polk County is required to comply with The Omnibus Transportation Employee Drug and Alcohol Testing Act of 1991, the Department of Transportation Regulations 49 CFR Part 382 and 49 CFR Part 40. These rules affect virtually every driver in a position requiring a commercial driver's (CDL). The new regulations extended coverage to many interstate and intrastate truck and motor operations including state and local governments. On January 1, 1996 these regulations will become effective for all employers having less than 50 drivers that are covered under the Act.

Polk County is committed to maintaining the safety and health of its workers and will not tolerate any drug, alcohol, or intoxicant (i.e., inhalants, paint, gasoline, freon, etc.) use which endangers the health and well-being of its drivers, endangers the lives of the public on the highways, or threatens its business.

Polk County is committed to strictly enforcing its policies relative to the use of drugs and alcohol. This policy complies with the requirements of the Drug Free Workplace Act of 1988 and the Department of Transportation Regulations 49 CFR Part 382, and 49 CFR Part 40.

APPLICABILITY

All Polk County Drivers who are required to have a Commercial Drivers License (CDL) are subject to the controlled substance and alcohol testing rules. A CDL is required for drivers operating a vehicle that meets the requirements of the Texas Department of Public Safety, i.e., commercial motor vehicles, vehicles designed to carry sixteen (16) or more passengers, including the driver, or of any size, which are used in the transportation of a placardable amount of hazardous material. An elected official or department head who employs workers in safety-sensitive positions not requiring a CDL may also require persons in those positions to be subject to the provisions of this policy as long as all persons in the same job classification are treated in the same manner. A safety-sensitive position is defined as, "Any of those on-duty functions set forth in 49 CFR 395.2 ON-DUTY TIME, all time waiting to be dispatched, unless the driver has been relieved from duty, all time inspecting equipment, servicing, or conditioning any commercial motor vehicle (CMV) at any time, all time spent at the driving controls of a CMV, all time other than driving time, spent on or in a CMV, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the

APPENDIX C

vehicle, or in giving or receiving receipts for shipments loaded or unloaded, all time spent performing the driver requirements associated with an accident, all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle "

PROHIBITED ALCOHOL AND CONTROLLED SUBSTANCE-RELATED CONDUCT

The following activities are prohibited

- 1 Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration of 0.02 or greater
- 2 Being on duty or operating a commercial motor vehicle (CMV) while possessing alcohol
- 3 Using alcohol while performing safety-sensitive functions
- 4 When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first
- 5 Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, or follow-up testing requirements
- 6 No Driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is in pursuant to the instructions of a Physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle
- 7 A driver shall inform his/her Department head or supervisor of any therapeutic drug use
- 8 Reporting for duty, remaining on duty, or performing a safety-sensitive function if the driver tests positive for controlled substance
- 9 Being on duty or performing a safety-sensitive function when the employee's general appearance or conduct or some other substantiating evidence indicates he has used alcohol within the preceding four hours

CONSEQUENCES TO EMPLOYEE

APPENDIX C

Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substances are subject to the following consequences

- 1 Drivers shall not be permitted to perform safety-sensitive functions under the following conditions
 - a) When a driver is tested the first time and his blood alcohol level is 0.02 to 0.039, he shall be relieved from duty for 3 days without pay
 - b) An employee with a previous test showing alcohol use who is tested a second time and found to have a blood alcohol level of 0.02 or greater will be subject to termination
 - c) Drivers who refuse a test shall be considered to have received positive test result and are subject to termination
 - d) Drivers who test 0.04 or greater on the first test shall be referred to a Substance Abuse Professional (SAP) for evaluation, will be considered as needing assistance in resolving problems associated with alcohol, and will be subject to at least 6 follow-up tests in the following 12 months, or as directed by the SAP. They (at their own expense) shall be evaluated by the SAP who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use. An employee's refusal to visit a SAP or follow his treatment plan shall result in termination

APPENDIX C

- e) Drivers tested after being referred to a SAP and showing a blood alcohol level of 0.02 or greater shall be subject to termination
 - f) Drivers who test positive for a controlled substance shall be subject to termination
- 1 Drivers shall be advised by Polk County of the resources available to them in evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances
 - 2 Before a driver returns to duty in a safety-sensitive function, he/she shall undergo a return-to-duty alcohol test at his own expense with a result indicating a breath alcohol level of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved controlled substance use

TYPES OF TESTING

In order to enhance highway safety, Polk County will follow the Omnibus Transportation Employee Testing Act of 1991 requiring Drivers holding a CDL to be tested for use of controlled substances and misuse of alcohol. The following are the types of tests required to be administered:

- 1 **Pre-Employment Testing** shall be required for all new Drivers performing jobs requiring a CDL. No employee shall be allowed to perform a safety-sensitive function (such as driving a vehicle, inspecting a vehicle, loading a vehicle, etc.) for Polk County, unless the results of a breath alcohol test indicate a level of less than 0.02, and he has received a controlled substance test result from the medical review officer (MRO) indicating a verified negative result.
- 2 **Random Testing** for alcohol shall be administered at an annual rate of 50 percent of the average number of CDL Drivers. Polk County shall ensure that random alcohol testing will be unannounced and spread reasonably throughout the calendar year. Drivers shall be tested for alcohol while they are performing safety-sensitive functions, immediately prior to performing, or immediately after performing safety-sensitive functions.

In the event an employee who is selected for random alcohol test is on vacation or an extended medical absence, Polk County can either select another employee for testing or keep the original selection confidential until the employee returns.

APPENDIX C

Random testing for controlled substances shall be administered to 50 percent of the average number of CDL Drivers. The testing shall be unannounced and spread reasonably throughout the calendar year. Each employee selected for random controlled Substance testing shall proceed immediately to the testing site upon notification of being selected.

In the event the employee selected for a random controlled substances test is on vacation or an extended medical absence, Polk County can either select another driver for testing or keep the original selection confidential until the driver returns.

- 3 Reasonable Suspicion Testing shall be administered to Drivers when Polk County has reason to believe the employee has violated the alcohol or controlled substances prohibitions.

"Reasonable Suspicion" - Belief that the driver has violated the alcohol or controlled substances prohibition based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee.

- 4 Post-Accident Testing shall be conducted as soon as practicable following an accident. Polk County shall test for alcohol and controlled substances on each surviving employee when either
 - a) The accident involved a fatality, or injuries that are treated away from the scene.
 - b) The accident causes one thousand dollars or more in property damages.
 - c) The employee receives a citation under state or local law for a moving traffic violation.

An accident is defined as "an incident involving a vehicle in which there is either a fatality, an injury treated away from the scene, or a damaged vehicle."

The employee subject to post-accident testing must refrain from consuming alcohol for 8 hours following the accident or until he/she submits to an alcohol test, whichever comes first. The employee must remain available for testing, and if he is not, his lack of availability will be considered as a refusal to take the test.

When an alcohol or controlled substance test has not been administered within a reasonable time frame following the accident, the following actions shall be taken:

APPENDIX C

- a) If the employee has not submitted to an alcohol test within 2 hours, Polk County shall prepare and maintain on file a record stating the reason a test was not promptly administered
- b) If the employee has not submitted to an alcohol test after 8 hours, attempts to administer an alcohol test shall cease, and documentation shall be prepared and maintained as described above
- c) If the employee has not submitted to a controlled substance test within 32 hours, Polk County shall cease attempts to administer the test and shall prepare and maintain the record as described above

NOTE Nothing should be construed so as to require the delay of necessary medical attention for injured people following an accident, or to prohibit an employee from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care

Polk County Drivers shall be provided with necessary post-accident information, procedures, and instruction prior to performing a safety-sensitive function, so that the employee will be able to comply with the requirements of this policy

Return-to-Duty Testing and Follow-up Testing Polk County shall ensure that before an employee who has engaged in prohibited conduct regarding alcohol misuse returns to duty in a position requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty alcohol test indicating a breath alcohol concentration of less than 0.02

Drivers who test positive for controlled substances shall be subject to immediate termination of employment

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse, Polk County shall ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substances testing (at the driver's expense) as directed by the substance abuse professional. The driver shall be subject to a minimum of 6 follow-up controlled substance and/or alcohol tests in the following 12 months

If you have any questions regarding

APPENDIX C

- (1) Polk County's policies and procedures relating to substance abuse or alcohol misuse,
- (2) Polk County's adherence to 49 CFR, Part 382, Controlled Substances and Alcohol Use Testing
- (3) Any of the materials and information you have received regarding Controlled Substance Abuse or Alcohol Misuse

The person designated to answer those questions is

John E McDowell, Loss Control Officer
(409) 327-6826 ext. 1000

CONTRACT ALCOHOL AND DRUG TESTING SERVICES

THIS AGREEMENT, is made between Pinnacle Employee Testing Service Incorporated, located at 9802 FM 1960, Suite 100 Houston Texas 77338 hereinafter referred to as **PROVIDER**, and POLK COUNTY as company having an address at 101 WEST CHURCH STREET, LIVINGSTON, TEXAS 77351 hereinafter referred to as **COUNTY**, on this date of DECEMBER 7, 1995, which shall hereafter be referred to as the execution date of this agreement

WHEREAS

PROVIDER provides alcohol and drug testing service to companies to support workplace alcohol and drug testing programs and policies and

COUNTY has a policy for alcohol and drugs of abuse testing of applicants and/or employees and requires alcohol and drug testing services from **PROVIDER**

In consideration of the mutual covenants and promises set forth the parties hereby enter into this agreement the terms and conditions of which shall apply from the execution date of this agreement

The parties both recognize that federal, state, and local laws may apply to services covered herein In particular certain services may be performed according to regulations established and governed by the Department of Transportation (hereinafter referred to as DOT) Both parties agree to assure to the best of their ability, that services provided are rendered according to all applicable laws and regulations

NOW THEREFORE, in consideration of the promises and the mutual promises covenants, and agreements contained herein, the parties agree as follows

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products list (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health Services (DHHS) for such testing, and medical review officers (MROs) qualified to review and report test results

DOT tests, whether DOT alcohol tests or DOT drug tests, are tests performed in accordance with the regulatory requirements of the DOT for such testing, including all applicable procedural, personnel, and equipment requirements

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to **COUNTY** In particular, **PROVIDER** will maintain trained and certified personnel qualified to perform services provided

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by **PROVIDER** to **COUNTY**

FIVE YEARS

- alcohol tests ≥ 0.020 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- medical explanations of inability to provide specimens
- calibration documentation for EBTs
- substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training/BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection for EBTs
- Agreements testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results, alcohol test result < 0.020
- other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the individual. Nothing in this paragraph shall prohibit **PROVIDER** from releasing, to **COUNTY** its agents or to officials of the DOT or DOT operating agency, or any State or Local officials with regulatory authority over the testing program, individual test results or related information to comply with results from a legal action, including but not limited to unemployment hearings workers' compensation hearings or other legal hearings, initiated by the tested individual.

PROVIDER will make available to **COUNTY**, at location(s) of **COUNTY**'s choosing and at reasonable expense to **COUNTY** for copying and shipping charges, all records related to alcohol and drug testing performed by **PROVIDER** for **COUNTY**, except records containing confidential medical information, within two days of notification by **COUNTY** of such request.

Reporting of results to **COUNTY** by **PROVIDER**, if applicable, will be by facsimile transmission, electronic transmission, or first class U S mail, in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne or Express Mail) can be arranged, the charge for this service will depend upon the carrier selected.

COUNTY RESPONSIBILITIES

COUNTY will provide **PROVIDER** with the most recent applicable alcohol and/or drug testing policies of **COUNTY**.

COUNTY will designate a representative and alternate to whom the **PROVIDER** will report test results and discuss or report other information.

COUNTY will notify **PROVIDER** of any responsibilities with regard to the **COUNTY**'s Employee Assistance Program as it relates to alcohol and drug testing.

COUNTY represents that the means of obtaining results from the **PROVIDER**, (including, but not limited to electronic or computer transmission, facsimile transmission (fax), or written communication) will assure that the results and other information remain secure and confidential with distribution of or access to such information only.

COUNTY authorizes **PROVIDER** to request specific information or order additional tests as necessary or appropriate related to tests performed for **COUNTY** only if **COUNTY** agrees in advance to pay for additional costs and charges related to such information requests or additional testing performed.

COUNTY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **COUNTY** representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

COUNTY acknowledges that alcohol testing results ≥ 0.040 or positive drug test results reported by **PROVIDER** do not indicate that a tested individual is an alcohol or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

COUNTY and PROVIDER agree that responsibility for the following procedures and services is as designated below. The designee for each procedure or services agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services ___ COUNTY X PROVIDER ___ NOT APPLICABLE

Selection/provision of drug testing collections ___ COUNTY X PROVIDER ___ NOT APPLICABLE

Selection /provision of drug testing laboratory services ___ COUNTY X PROVIDER ___ NOT APPLICABLE

Random selection for drug and/or alcohol testing ___ COUNTY X PROVIDER ___ NOT APPLICABLE

Blind specimen testing for quality assurance purposes ___ COUNTY X PROVIDER ___ NOT APPLICABLE

Other (specify) _____
_____ ___ COUNTY ___ PROVIDER ___ NOT APPLICABLE

Other (specify) _____
_____ ___ COUNTY ___ PROVIDER ___ NOT APPLICABLE

Other (specify) _____
_____ ___ COUNTY ___ PROVIDER ___ NOT APPLICABLE

Additional _____

FEES AND PAYMENT

FEES

Fees for services provided by **PROVIDER** to **COUNTY** will be in accordance with the **FEES SCHEDULE** hereby incorporated by attachment into this agreement

FEES CHANGES

The price for services rendered shall be in effect from the date of execution and be in effect until termination being 30 to 60 days written notice by either party The responsibilities and obligations and liabilities shall survive the term of this agreement

SIGNIFICANT CHANGE IN SERVICES PROVIDED

If during the term of this agreement there is significant change in the requirements of the **PROVIDER**, or other services covered under this agreement as the result of regulatory changes, or other changes mandated by the federal or state law, both parties agree to renegotiate the service and fees provided herein, subject to severability provision described elsewhere in this agreement

PAYMENT

PROVIDER will invoice **COUNTY** for all services provided on monthly basis Payment terms are net thirty (30) days after the date of any invoice Overdue payments are subject to additional interest and service charges In the case of failure of **COUNTY** to make timely payments, **PROVIDER** may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees

GENERAL TERMS AND CONDITIONS:

TERM

This agreement shall be in effect from the date of execution and be in effect until termination, being 30 to 60 days written notice by either party The responsibilities and obligations and liabilities shall survive the term of this agreement

INDEPENDENT CONTRACTORS

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in this relationship of partners, joint venturer, or employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement

RESPONSIBILITY FOR COUNTY POLICY AND PROGRAM

The parties understand and agree that **PROVIDER** does not make any employee decision for employer such as hiring of applicants, termination, discipline or retention of any employee of former employee and that **COUNTY** has sole responsibility for all such decisions **PROVIDER** shall not be responsible for any damages resulting from acts or omissions of the **COUNTY** under the **COUNTY**'s substance abuse policy

SEVERABILITY

If any provision of this agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30 business days notice by the terminating party

FORCE MAJEURE

In no event shall **PROVIDER** have any responsibility or liability to **COUNTY** for failure or delay in performance by **PROVIDER** which results from or is due to, directly or indirectly and in whole or part, any cause or circumstances beyond the reasonable control of **PROVIDER**. Such causes and circumstances shall include but are not limited to acts of God acts of **COUNTY**, acts, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters accidents, wars riots, rebellion sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **PROVIDER**'S reasonable control

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time

INDEMNIFICATION

PROVIDER shall indemnify, defend and hold harmless **COUNTY**, **COUNTY**'s directors, officers, agents and employees, and each one of them, from and against any and all claim, suites, and damages of whatever nature made or asserted by a present or former employee or agent of **PROVIDER**, of its parent, subsidiary or affiliate companies arising out of or in any way related to services provided by the **PROVIDER** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **PROVIDER** or **PROVIDER**'s employees, agents or related personnel **PROVIDER** agrees to indemnify **COUNTY** from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful intentional, or negligent acts or omissions by **PROVIDER** personnel

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of Texas, including all matters of construction, validity and performance but without giving effect to Texas choice-of-law or conflict-of-law principles

ENTIRE AGREEMENT

This agreement represents the entire agreement between PROVIDER and COUNTY
This agreement supersedes all prior agreements, understanding, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and COUNTY

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below

PINNACLE EMPLOYEE
PROVIDER: TESTING SERVICE INC. COUNTY POLK COUNTY

By _____ BY: John P. Thompson

Title _____ Title: County Judge

Date: _____ Date: 12/11/95

FEE SCHEDULE

SOUTH TEXAS CITY, COUNTY DRUG AND ALCOHOL TESTING CONSORTIUM

ANNUAL FEE \$ 50 00 PER DRIVER

Pre-Employment	Current Average Rate in Your Area
Reasonable Suspicion	Current Average Rate in Your Area
Post Accident	Current Average Rate in Your Area

FEES SCHEDULE, page 2

DATE _____

COUNTY agrees to pay PROVIDER, in addition to the above charges for the services of the PROVIDER, calculated at the rates noted below, for time involved in program-related issues such as substance abuse professional evaluations, reviews of substance abuse professional evaluations, assistance with audits by company or DOT, consultation with employer on drug testing issues, support of arbitration, grievance and appeal proceedings and if necessary as an expert witness. Such services will be provided only on a pre-approved basis at COUNTY's request. Reasonable travel and/or miscellaneous expenses will also be charged as applicable.

Certified Medical Review Officer (MRO)	\$ N/A _____/hour
Physician	\$ 150 00 _____/hour
Substance Abuse Professional (SAP)	\$ N/A _____/hour
Nurse	\$ 50 00 _____/hour
Certified Breath Alcohol Technician (BAT)	\$ N/A _____/hour
Certified Drug Collection Specialist	\$ N/A _____/hour
Other (specify ___ 24 Hour Emergency Call ___)	\$ 150 00 _____/per call
Other (specify ___ Post Accident or Reasonable Cause ___)	\$ 150 00 _____/per call

ADMINISTRATIVE/COPYING/OTHER CHARGES

COUNTY will reimburse PROVIDER reasonable administrative, copying, and shipping charges for special requests for records, results, or other information.

AMENDMENT AND/OR DISCUSSION



BILLY R NELSON, Sheriff
1733 N Washington
Livingston Texas 77351
(409) 327 0810

LEWIS MILNER,
Chief Deputy

SHERLENE BROWN
Adm Assistant

RESOLUTION

OF THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS, URGING THE CRIMINAL JUSTICE DIVISION AND THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS TO REVIEW THE APPLICATION FOR FUNDS AND TO APPROVE AND AWARD THE GRANT OF FINANCIAL ASSISTANCE FOR THE CHAMBERS COUNTY NARCOTICS TASK FORCE

WHEREAS, Polk County does not have sufficient manpower to properly address and eradicate the growing problem of narcotics and the crime associated with narcotics in this County, and

WHEREAS, Polk County has no local funding available to purchase or acquire equipment, additional narcotics personnel or other necessary services to implement a program to combat narcotics trafficking in this County, and

WHEREAS, Polk County Sheriff's Department is assigning one narcotics investigator 100% of the time to the Task Force All salaries and fringe benefits (totaling in the amount of \$27,785 00) for said investigator will be paid by Polk County These monies shall be considered the cash match for the proposed program, and

WHEREAS, Polk County does not receive and state or federal financial assistance to address this serious problem, and

BE IT RESOLVED BY THE COMMISSIONERS COURT OF POLK COUNTY, TEXAS, THAT

(1) The Commissioners Court of Polk County, Texas, urges the Criminal Justice Division of the Office of the Governor of the State of Texas to accept and review the application for financial assistance for implementing the Narcotics Task Force/10 Program, and to approve and award the grant for financial assistance

PASSED AND APPROVED this 11th day of December, 1995

John P. Thompson
John Thompson, County Judge

B. E. Speights
B E Speights
Commissioner, Precinct 1

Bobby Smith
Bobby Smith
Commissioner, Precinct 2

James J. Purvis
James J Purvis
Commissioner, Precinct 3

R. R. Hubert
R R Hubert
Commissioner, Precinct 4

Attest:
Barbara Middleton
BARBARA MIDDLETON, COUNTY CLERK
Polk County, Texas



Endorsed by Major Hospitals & Medical Societies Nationwide

Medical Waste Management Service Agreement

CORPORATE OFFICE
 910 PIERREMONT, SUITE #312 • SHREVEPORT, LA 71106
 318-869-0440 • 800-863-0345 • FAX 318-869-4002

ALBUQUERQUE, NM 505-343-1313	AUSTIN/SAN ANTONIO TX 800 554-6334	BIRMINGHAM, AL 800-382-8812
BISMARCK AR 800-844-3629	DALLAS/FT WORTH, TX 800-947-4587	HOUSTON TX 800-995 5959
JACKSON MS 800-523-0509	SPRINGHILL LA 800-256-8732	TULSA OK 800-468-8821

ACCOUNT NO _____ NEW ACCOUNT RENEWAL _____
 SALES NO 910 CHANGE SERVICE LOCATION _____ OTHER CHANGE _____

CUSTOMER LOCATION INFORMATION

CUSTOMER NAME Polk County Law Enforcement Center
 SERVICE ADDRESS 1733 N. Washington
 CITY/STATE/ZIP Livingston, Tx 77351
 CONTACT NAME Connie Franklin
 CONTACT PHONE # (409) 327-6810
 OFFICE HOURS 8 to 5

BILLING INFORMATION

CUSTOMER NAME POLK COUNTY SHERIFF'S DEPT.
 BILLING ADDRESS 1733 N. WASHINGTON
 CITY/STATE/ZIP LIVINGSTON, TEXAS 77351
 CONTACT NAME CONNIE FRANKLIN
 CONTACT PHONE# (409) 327-6810
 CUSTOMER P O # _____

CUSTOMER SERVICE AND RATES

COMPENSATION	
As compensation for the service provided by AMERICAN 3CI pursuant to this Agreement the Customer hereby agrees to pay as follows	
A PRICE PER CONTAINER	<u>\$ 21.00</u>
B PRICE PER POUND	<u>N/A</u>
C PRICE PER BOX & LINER	<u>N/A</u>
D SERVICE CHARGE	<u>N/A</u>
E MINIMUM CHARGE	<u>\$ 21.00</u>
This exclusive agreement shall be binding upon and shall inure to the benefit of the heirs successors assigns and legal representatives of the parties hereto	

SALES RECEIPT				
QTY	DESCRIPTION	DEL.	PRICE	ITEM TOTAL
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
			AMOUNT DUE \$	_____
SERVICE SCHEDULE				
<u>once a month</u>				

AMERICAN 3CI and CUSTOMER agree to enter into this Service Agreement for all of the CUSTOMER'S medical waste for the twelve (12) month period from 11-30-95 to 11-30-96 at the price stated above. This rate is subject to change upon a thirty (30) day written notice except for the first twelve (12) months. This Agreement will automatically renew itself on an annual basis upon each anniversary date and is subject to cancellation by either party with a thirty (30) day written notice after the first twelve (12) months. AMERICAN 3CI service representative will leave the contracted CUSTOMER the same number of containers (boxes/liners) as picked up.

TERMS & CONDITIONS

By signing in the space provided below the CUSTOMER acknowledges having read and that it is bound by the terms and conditions above and below on this page and continuing on the reversed side of this page.

X John P. Thompson
 AUTHORIZED CUSTOMER SIGNATURE
JOHN P. THOMPSON
 CUSTOMER'S NAME (Please type or print)
POLK COUNTY JUDGE
 TITLE (Please type or print)

Sharon Smith
 AMERICAN 3CI REPRESENTATIVE SIGNATURE
Sharon Smith
 AMERICAN 3CI REPRESENTATIVE'S NAME (Please type or print)
11-30-95
 DATE OF AGREEMENT

ARTICLE I DISPOSAL SERVICES

AMERICAN 3CI INC hereinafter referred to as (A 3CI) agrees to remove transport incinerate and document all approved containers (boxes and sharps) holding CUSTOMER'S medical waste. The removal of said containers shall be on a schedule agreed upon by CUSTOMER and A 3CI. Waste must be readily accessible to A 3CI for transport.

The incineration of CUSTOMER'S medical waste shall be conducted at the Panola County Resource Recovery Facility Carthage Texas City of Center Resource Recovery Facility Center Texas Springhill Louisiana Stroud Oklahoma Birmingham AL and other A 3CI controlled and contracted facilities. A 3CI agrees to provide CUSTOMER with monthly documentation verifying date and time of incineration of each container.

ARTICLE II MEDICAL WASTE DEFINITION, PACKAGING, SPECIAL CHARGES

CUSTOMER shall be solely responsible for the collection of all medical waste (as defined by OSHA TNRCC and any other federal state or local agencies) in their facility and subsequent depositing of this waste into A 3CI containers. All sharps must be placed in puncture resistant sharps containers and sealed prior to depositing into A 3CI's containers. The storage of waste must be confined to an area in properly labeled containers and liners on CUSTOMER'S premises to which only authorized personnel shall have access. Such waste shall include but not be limited to the following: cultures and stocks of infectious agents, isolation waste, contaminated laboratory waste, blood/blood products, sharps (in sharps container), pathological waste, animal tissue and bedding, dialysis waste, surgical and autopsy procedure waste, chemotherapy waste, and other disposable items contaminated by blood and bodily fluids.

Containers must be properly closed and sealed before receipt by A 3CI. The containers furnished by A 3CI are the property of A 3CI and cannot be used for any other purposes other than those set forth in this Agreement. A 3CI reserves the right to decline to accept for collection, transportation, treatment and/or disposal of any Biomedical Waste which in A 3CI's judgement it cannot transport, treat or dispose of in a lawful manner or without a risk of harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to an additional charge for repackaging and/or special handling. No containers will be picked up that are wet or leaking. A liner is provided for each box. Maximum weight limit is 40 lbs per box.



JOHN P THOMPSON
COUNTY JUDGE

December 5, 1995

Mr Pete Wilson
Assistant Regional Director for Administration
Texas Department of Health
1517 West Front Street
Tyler, Texas 75702-7854

Dear Mr Wilson,

In response to your letter, dated 11/29/95, I placed your request on the agenda of today's Commissioners Court meeting. The Court voted to release the Texas Department of Health from all obligations relating to the occupation and use of the clinic space located at 207 Ben Franklin in Corrigan, Texas, effective December 1, 1995.

Additionally, the Court considered the terms of a renegotiated lease for the clinic space located at 410 E Church St. in Livingston, Texas. The Court has agreed to offer the following terms for the renegotiation of 1,000 sq ft. of office space,

- 1) Rental payment to Polk County of \$100.00 per month.
- 2) Pro-rated payment of utilities for the 1,000 sq ft. occupied (to include required garbage pick-up service charges)
- 3) All janitorial services needed for occupied space
- 4) All interior maintenance of occupied space, excluding only HVAC exterior units, roof and parking lot

Should these terms be acceptable to the Department, the Court will execute an appropriate lease agreement upon receipt of same from the State.

We appreciate the opportunity to continue our working relationship with the Texas Department of Health and look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "John P. Thompson".

John P Thompson
County Judge
Polk County, Texas

POLK COUNTY
 TREASURER'S QUARTERLY REPORT
 JULY AUGUST SEPTEMBER 1995

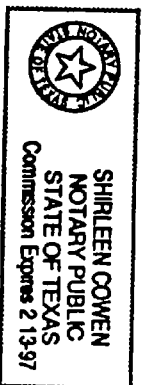
	BEG BALANCE	RECEIPTS	DISBURSEMENT	INVESTMENTS	END BALANCE
GENERAL	(244 002 83)	2 012 716 79	1 681 454 82	36 373 98	123 633 02
HOTEL TAX	1 601 72	7 017 49	225 31	0 00	8 393 90
ROAD & BRIDGE	(343 776 44)	1 062 852 71	680 251 45	2 827 94	61 652 76
PERMANENT R & B	187 175 40	(45 173 60)	92 475 27	500 90	50 027 43
LATERAL RD	21 853 61	0 00	0 00	0 00	21 853 61
SECURITY	24 309 99	4 101 00	0 00	0 00	28 410 99
ENVIRONMENTAL SERVI	207 671 55	153 235 03	298 555 94	354 659 94	417 010 58
FEMA DISASTER	(27 155 60)	35 155 88	12 933 13	10 475 64	5 542 79
LAW LIBRARY	11 066 22	2 970 00	2 440 35	0 00	11 595 87
PERF REWARD/BASEME	0 00	0 00	0 00	0 00	0 00
D A SPECIAL	2 500 63	14 501 41	12 760 40	0 00	4 241 64
D A HOT CHECK	18 888 34	4 913 00	3 874 01	0 00	19 927 33
AGING	45 443 15	122 638 16	107 269 20	0 00	60 812 11
DEBT SERVICE	(107 460 04)	875 886 25	754 551 65	43 88	13 918 44
94 CO ENV SERVICE	(41 656 80)	139 881 71	137 175 22	700 806 26	661 653 95
91 CO ENV SERVICE	58 547 92	0 00	2 700 58	98 92	55,946 26
PRISON	10 841 27	211 820 91	220 193 76	349 576 17	352 044 59
94 CO JAIL/BLDGS	113 894 50	0 00	108 337 79	177 688 25	183 244 96
JUDICIARY	91 576 23	79 886 58	91 501 20	0 00	79 963 61
SO CONTRABAND	62 13	1 500 00	1 340 00	5,264 27	5 486 40
DA CONTRABAND	4 881 76	0 00	3 364 76	3 378 04	4 895 04
DRUG SEIZURE PEND	19 182 29	0 00	20 699 29	23 942 95	22 425 95
R A P	9 548 60	54 022 90	11 047 09	5 501 32	58 025 73
RECORDS MANAGEMENT	(15 496 58)	6 960 10	2 045 06	0 00	(10 581 54)
PROBATION	(26 628 49)	200 574 39	185 891 61	112 36	(11 833 35)
TOTAL	22 669 43	4 965 460 71	4 431 087 89	1 671,250 82	2,228 292 07
HISTORICAL COMMISS	3 974 66	1 511 80	1 069 80	203 787 09	208 203 75
TCDP GRANT	0 00	0 00	0 00	0 00	0 00
ACF GRANT	0 00	36 010 48	36 010 48	0 00	0 00
PAYROLL ACCOUNT	2 875 80	253 714 90	253 658 27	0 00	2 932 43
PERMANENT SCHOOL	4 936 13	1 870 32	0 00	317 877 05	324 682 50
AVAILABLE SCHOOL	1 981 26	9 71	128 05	34 823 50	36 685 42
SHERIFF FED REV SHAR	157 09	2 929 39	0 00	0 00	3 086 48
SUB TOTAL	13 923 94	286 046 60	290 867 60	556 487 64	575 590 58
GRAND TOTAL	36 592 37	5 261 507 31	4 721 955 49	2,227 738 46	2 803 882 65

I HEREBY CERTIFY THAT THE FOREGOING
 REPORT IS TRUE AND CORRECT

Cheryl Tamez
 CHERYL TAMEZ
 TREASURER

SUBSCRIBED AND SWORN TO BEFORE
 ME THIS 6TH DAY OF DECEMBER, 1995

Shirleen Cowen



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
626 POLY COURT HISTORICAL COMM	166 00
TOTAL OF ALL FUNDS	166 00

THE PRECEDING LIST OF BILLS IS ABLE WAS REVIEWED AND APPROVED FOR PRESENT
 DATE 11-27-95 APPROVED BY Kenneth S. Bennett

County Auditor
John P. Stimpson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
092 AVAILABLE SCHOL. FUND ACCT	12 855 96
TOTAL OF ALL FUNDS	12 855 96

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

DATE 11-27-95

APPROVED BY

David Lee Bennett

County Auditor

John P. Simpson

SCHEDULE OF BILLS & FUNDS

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	104 126 13
TOTAL OF ALL FUNDS	104 126 13

THE PRECEDING LIST OF BILLS PAIDABLE HAS REVIEWED AND APPROVED FOR PAYMENT
 DATE 11-28-95 APPROVED BY Robert J. Sullivan

John P. O'Keefe

SCHEDULE OF BILLS 8 FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	54 164 32
011	HOTEL OCCUPANCY TAX FUND	6 301 68
015	ROAD & BRIDGE ADM	17 827 46
032	ENVIRONMENTAL SERVICES	4 539 30
048	DISTR C-ATT SPECIAL FUND	28 00
051	AGING DEPT	816 21
088	JUDICIARY FUND	437 50
101	ADULT SUPERVISION	8 939 09
104	DTP - CSR	400 96
107	CCP CORRIGAN OFFICE	496 66
108	CCP - SURVEILLANCE	618 65
184	JUVENILE PROBATION	868 52
185	CCAP - JUVENILE PROBATION	1 780 35
TOTAL OF ALL FUNDS		97 218 70

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

DATE 11-28-95 APPROVED BY

Robert J. Carrigan
John P. O'Connor

SCHEDULE OF BILLS FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	93 271 88
011	HOTEL OCCUPANCY TAX FUND	8 301 68
11	ROAD & BRIDGE ADM	30 549 05
032	CONVEYANCE SERVICES	8 71 87
048	CORRECTIONAL SPECIAL FUND	201 30
051	AGING DEPT	5 064 01
101	ADULT SUPERVISION	18 032 02
104	D.P. - CSP	724 68
107	CCP CORR GAN OFFICE	1 076 17
109	CCP - SURVEILLANCE	1 352 26
184	JUVENILE PROBATION	2 573 33
185	CCAP - JUVENILE PROBATION	3 710 59
TOTAL OF ALL FUNDS		171 628 84

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

DATE 11/30/95 APPROVED BY

William J. Thompson
County Auditor
John Thompson

SCHEDULE OF BILLS & FUND

FUND DESCR PT 01	DISBURSEMENTS
010 GENERAL FUND	203 68
TOTAL OF ALL FUNDS	203 68

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT
 DATE 12-1-95

APPROVED BY *James Lee Bennett*
John P. Simpson

STATE OF ILLINOIS

REVENUE

01	STATE FUND	22,232.00
02	STATE FUND	913.69
03	STATE FUND	422.50
04	STATE FUND	733.24
05	STATE FUND	71,515.27
06	STATE FUND	482.30
07	STATE FUND	
08	STATE FUND	
09	STATE FUND	
10	STATE FUND	
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95	STATE FUND	
96	STATE FUND	
97	STATE FUND	
98	STATE FUND	
99	STATE FUND	
100	STATE FUND	

TOTAL OF ALL FUNDS

97,403.57

THE PRECEDING IS A STATEMENT OF THE RECEIPTS OF THE STATE OF ILLINOIS FOR THE YEAR ENDING DECEMBER 31, 1968.

DATE 12-31-68

APPROVED BY

[Signature]
 GOVERNOR

[Signature]
 COMPTROLLER

[Signature]
 CLERK

SCHEDULE OF BILLS P. F. C.

FUND	SECTION	OBJECTS	AMOUNT
010	GENERAL FUND		5 000 00
015	ROAD & BRIDGE AC		90 30
034	FEMA DISASTER FUNDS		12 000 00
TOTAL OF ALL FUNDS			17 090 30

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

DATE 12-6-95

APPROVED BY

Robert Stearns

Cynthia Auditor
John P. Stanger

RECEIVED 1965 FEB 13

FUND	DESCRIPTION	AMOUNT
10	GENERAL FUND	48 892.29
1	HOTEL OCCUPANCY TAX FUND	35.09
32	CONFERENTIAL SERVICES	5 768.42
334	FEMA DISASTER FUNDS	538.64
340	LAJ LIBRARY FUND	278.50
049	DISTRICT ATTORNEY HOT CHECK FUND	36.30
051	AGING DEPT	9 711.27
70	ENVIRONMENTAL - 94 CO ISSUE	319.24
23	1994 CO JAIL BLDG PERM ISSUE	31.08
101	ADULT SUPERVISION	284.75
TOTAL OF ALL FUNDS		66 295.68

THE CHECKED IS LESS THAN THE PAYABLE AND APPROVED FOR PAYMENT

DATE 12-6-95 APPROVED BY John P. O'Dempsey
County Auditor

SCHEDULE OF BILLS PAID

FUND	DESCRIPTION	DISTRIBUTION
010	GENERAL FUND	5,639.68
015	ROAD & BRIDGE ACFT	456.40
032	ENVIRONMENTAL SERVICES	939.70
TOTAL OF ALL FUNDS		8,035.78

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

DATE 12-7-95

APPROVED BY

Robert Kernmont
 County Auditor
John P. Stamps

STATE OF MISSISSIPPI

FUND DESC. PTICL

UNAPPORTIONED

010 GENERAL FUND
05 ROAD & BRIDGE ADM

233 52
500 00

TOTAL OF ALL FUNDS

733 52

DATE 12/14/95

APPROVED BY

THE PRECEDING CHECK IS VALID AND APPROVED FOR PAYMENT

William J. Bennett
Comptroller of the Treasury
Robert P. Stewart

DATE NOVEMBER 28, 1995 THROUGH DECEMBER 11, 1995

NO	NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION TAKEN
(1)	SAENZ	WASTE MGT	#108 HEAVY EGT OPERATOR	REGULAR FULL TIME	13/1 \$17,354.48	NEW-HIRE EFFECTIVE 12-01-95
(2)	NELLIE	AGING	#1286 INDIAN RESV KITCHEN HELPER	REGULAR PART TIME	UNCLASS \$6,154/HR	NEW-HIRE EFFECTIVE 11-28-95
(3)	LARRY	PCT #3 R & B	#108 HEAVY EQUIT OPERATOR	REGULAR FULL TIME	13/7 \$20,104.78	MERIT INCREASE 13/9 \$21,128.12 EFFECTIVE 12-13-95
(4)	JOSE	PCT #3 R & B	#114 LABORER	REGULAR FULL-TIME	5/2 \$11,981.84	MERIT INCREASE 5/4 \$12,578.80 EFFECTIVE 12-13-95
(5)	JACQUELINE	AGING	#1286 INDIAN RESV KITCHEN HELPER	REGULAR PART TIME	UNCLASS \$8.15	RESIGNED EFFECTIVE 10-26-95
(6)	TRNA	PERSONNEL	#102 SECRETARY	LABOR POOL	UNCLASS \$6,500/HR	NEW-HIRE EFFECTIVE 12-11-95
(7)	MILLER	SHERIFF	#1049 BAILIFF	REGULAR PART TIME	UNCLASS \$5,254/HR	LONGEVITY INCREASE \$6,414/HR EFFECTIVE 12-13-95
(8)	JOHN L.	SHERIFF	#1043 TELECOM OPERATOR	REGULAR PART TIME	UNCLASS \$8,154/HR	NEW-HIRE EFFECTIVE 12-12-95
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