

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
POLK COUNTY TEXAS



VOL. 44 PAGE 641

98 JUL 22 AM 9 49

*Barbara Middleton*

BARBARA MIDDLETON  
COUNTY CLERK POLK CO

**NOTICE OF MEETING OF THE  
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 84**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Tuesday, July 28, 1998 at 10 00 a m in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit

**SEE ATTACHED AGENDA**

Dated Wednesday, July 22, 1998

Commissioners' Court of Polk County, Texas

By *John P. Thompson*

John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Wednesday, July 22, 1998, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, Wednesday, July 22, 1998

Barbara Middleton, County Clerk

By *B. Middleton*



# COMMISSIONERS COURT AGENDA

for: TUESDAY - JULY 28, 1998 - 10:00 A.M.

## CALL TO ORDER

- 1 WELCOME - Public Comments
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of, July 14, 1998

## OLD BUSINESS

- 4 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #98-07 "PURCHASE OF WHEEL LOADER, WITH SALE OR TRADE-IN OF USED LOADER, PCT 4"
- 5 CONSIDER SUBDIVIDER'S REQUEST TO REVERT MARSTON HEIGHTS SUBDIVISION TO ACREAGE

## NEW BUSINESS

- 6 CONSIDER RENEWAL OF DEPUTY REIMBURSEMENT PROGRAM WITH BURKE CENTER
- 7 CONSIDER APPROVAL OF AGREEMENT WITH TALTON STC, INC dba SECURITY TELECOM, FOR INMATE PHONE SERVICES
- 8 CONSIDER APPOINTMENT OF COUNTY HEALTH AUTHORITY
- 9 CONSIDER ACCEPTANCE OF CERTAIN ROADS FOR COUNTY MAINTENANCE WITHIN CREEK BEND ESTATES SUBDIVISION (not to include road existing over dam)
- 10 RECEIVE COUNTY TREASURER'S 3RD QUARTER REPORT FOR FY98
- 11 CONSIDER ACCEPTANCE OF OFFERS TO PURCHASE COUNTY TAX FORECLOSURE PROPERTIES, (Pct 1) Lots 435 & 437, Big Thicket Lake Estates #6, (Pct 2) Lot 35, Block 5, Impala Woods #3, (Pct 3) Lot 33, Block 2, Rayburn Hills #1

CONSENT AGENDA ITEMS

12 CONSIDER APPROVAL OF BUDGET AMENDMENTS (as requested) *#98-13*

13 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule) *add-*

14 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN

Next regularly scheduled meeting - August 11, 1998, 10 00 a m



98 JUL 24 PM 5 06

ADDENDUM TO

NOTICE OF MEETING # 84

*Barbara Middleton*

BARBARA MIDDLETON  
COUNTY CLERK POLK CO

COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR JULY 28, 1998 AT 10 00 A M

ADD.

- 15 CONSIDER AMENDMENT TO COUNTY SUBDIVISION SPECIFICATIONS, REVISING "ATTACHMENT B - DISSOLUTION OF A SUBDIVISION" TO MEET CURRENT LOCAL GOVERNMENT CODE
- 16 CONSIDER APPROVAL TO ADVERTISE FOR THE SALE OF SURPLUS EQUIPMENT, PCT 3 (THREE AXLE LOW BOY TRAILER)

Posted on Friday, July 24, 1998

Commissioners' Court of Polk County, Texas

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

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice at the door of the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on Friday, July 24, 1998 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated Friday, July 24, 1998

Barbara Middleton, County Clerk

By *Barbara Middleton*

STATE OF TEXAS }  
COUNTY OF POLK }

DATE JULY 28, 1998  
REGULAR CALLED MEETING  
ALL PRESENT

BE IT REMEMBERED ON THIS THE 28th DAY OF JULY, 1998  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED MEETING  
WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT

JOHN P THOMPSON, COUNTY JUDGE, PRESIDING

B E "SLIM" SPEIGHTS, COUNTY COMMISSIONER PCT#1, BOBBY SMITH, COUNTY  
COMMISSIONER PCT#2, JAMES J "BUDDY" PURVIS, COUNTY COMMISSIONER PCT#3,  
R R "DICK" HUBERT, COUNTY COMMISSIONER PCT#4, BARBARA MIDDLETON,  
COUNTY CLERK, & SHIRLEEN COWEN, ASSISTANT COUNTY AUDITOR, THE  
FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD,  
CONSIDERED, & PASSED

1 WELCOME & CALLED TO ORDER BY JUDGE JOHN P THOMPSON AT 10 00 AM  
PASTOR LINDELL MITCHELL, CHURCH OF CHRIST OF LIVINGSTON, DELIVERED  
THE OPENING PRAYER  
PUBLIC COMMENTS NONE

2 INFORMATIONAL REPORTS

A JAIME JOICE GOSSETT, DAUGHTER OF PAT & MELVIN JOICE OF LIVINGSTON  
WAS CONGRATULATED IN COURT FOR WINNING THE WORLD CHAMPIONSHIP  
AMERICAN PAINT HORSE (AMATEUR) COMPETITION IN DALLAS RECENTLY  
SHE RECEIVED (2) OUTSTANDING BELT BUCKLE AWARDS

B JUDGE THOMPSON CONGRATULATED THE LIVINGSTON DIXIE BELLES  
SOFTBALL TEAM, ON WINNING THE CHAMPIONSHIP OF STATE COMPLETION  
THIS PAST WEEK THEY WILL BE ADVANCING TO THE DIXIE WORLD SERIES  
NATIONALS IN DENNISON

3 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL  
OF MINUTES FOR MEETING OF JULY 14, 1998  
ALL VOTING YES

4 BID # 98-07 - PCT #4

COMMISSIONER HUBERT REPORTED THAT B & R EQUIPMENT, WITHDREW  
THEIR BID AWARDED ON 7/14/98 & CANCELED PURCHASE

ACTION TAKEN ON BIDS.

MOTIONED BY BOBBY SMITH SECONDED BY B E "Slim" SPEIGHTS, TO AWARD  
PURCHASE OF "NEW" WHEEL LOADER, TO MUSTANG TRACTOR FOR \$ 87,563 00,  
INCLUDING TRADE-IN OF USED LOADER , FOR PRECINCT #4, AS RECOMMENDED  
BY COMMISSIONER HUBERT  
ALL VOTING YES

- 5 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS, TO **"DELETE" ITEM #5 "CONSIDER SUBDIVIDER'S REQUEST TO REVERT MARSTON HEIGHTS SUBDIVISION TO ACREAGE "**  
ALL VOTING YES
- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY BOBBY SMITH TO APPROVE RENEWAL OF DEPUTY REIMBURSEMENT PROGRAM WITH BURKE CENTER  
ALL VOTING YES (SEE ATTACHED)
- 7 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVAL OF AGREEMENT WITH TALTON STC INC d b a /SECURITY TELECOM FOR INMATE PHONE SERVICES PLUS THE INSTALLATION OF VIDEO OPTICS PROCESSING OF INMATES BOOKINGS PENDING FINAL REVIEW WITH LEGAL COUNSEL  
ALL VOTING YES (SEE ATTACHED)
- 8 MOTIONED BY R R "Dick" HUBERT SECONDED BY B E "Slim" SPEIGHTS, APPOINTMENT OF DR RAYMOND LUNA MD AS COUNTY HEALTH AUTHORITY  
ALL VOTING YES (SEE ATTACHED)
- 9 MOTIONED BY R R "Dick" HUBERT SECONDED BY B E "Slim" SPEIGHTS, TO ACCEPT 3 mi of Forest Drive, 4 mi Of Creekbend Drive, and 2 mi of Inwood Drive for COUNTY MAINTENANCE WITH **CREEKBEND SUBDIVISION PRECINCT #2**, WITH THE STIPULATION THE DEVELOPER TO FURNISH MONEY FOR ROADS TO BE BROUGHT UP TO COUNTY SPECIFICATIONS **(NOT TO INCLUDE ROAD OVER EXISTING DAM)**  
ALL VOTING YES
- 10 MOTIONED BY BOBBY SMITH SECONDED BY JAMES J "Buddy" PURVIS, RECEIVE COUNTY TREASURER'S 3rd QUARTER REPORT (FY98)  
ALL VOTING YES (SEE ATTACHED)
- 11 TAX FORECLOSURE PROPERTIES  
**PRECINCT #1**  
MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY R R "Dick" HUBERT, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, IN BIG THICKET LAKE ESTATES, SEC #6, LOTS 435 & 437  
ALL VOTING YES  
**PRECINCT #2**  
MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, TO ACCEPT OFFER TO PURCHASE TAX FORECLOSURE PROPERTY, IN IMPALA WOODS, SEC #3, LOT 35, BLK 5  
ALL VOTING YES  
**PRECINCT #3**  
MOTIONED BY JAMES J "Buddy" PURVIS SECONDED BY BOBBY SMITH, TO "TABLE" OFFER TO PURCHASE TAX FORECLOSURE PROPERTY IN RAYBURN HILLS #1, LOT 33 BLK 2 UNTIL NEXT COURT MEETING  
ALL VOTING YES

12 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
 APPROVAL OF BUDGET AMENDMENTS, AS REQUESTED  
 ALL VOTING YES (SEE ATTACHED)

13 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
 APPROVAL & PAYMENT OF BILLS (by schedule) PLUS ADDENDUMS  
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
7-13-98	- 146 95 (Voided checks)	127247 128277 128379 128985 128241 128680 128655 128614 128598 128312 128251 128211 127902 127856 127647 127646 127597 127584 127252 128644
7-13-98	- 1,589 37 (Voided checks)	121630 120286 11870 112605 115381 120791 122448 115386 120056 124849 122080 125081 119260 123427 120925 111493 111509 112727 112733 112775 112801 113505 113634 114266 114351 114562 114829 114936 114937 114960 115176 115201 115256 115276 115519 115530 115532 116144 116142 115879 118718 118735 118767 118800 118832 127178 126956 126766 124746 121963 121329 119265 119286 119308 119892 119831 119982 119882 119960 120605 121355 122009 122016 122017 121965 122012 122291 122307 122575 122704 122883 122848 122847 123174 123196 123836 123844 123857 123763 123749 124564 124577 124812 125167 125156 125107 125094 125453 125493 125463 125412 125413 126075 126039 126134 126121 126016 126630 126730 126719 126632 126752 126690 126645 126046 123421 124340 124334 124302 121604 126622
7-15-98	50 584 54	133306 - 133344
7-16-98	74 723 54	133345 - 1333369
7-16-98	-927 06 (Voided checks)	112721 116152 116727 116734 116857 117290 117345 117648 117649 117684 117728 118005 118019 118048 118072 118101 118113 118191 118239 118242 116390 116394 116816 119868 126736 118496 118022 118008 117354 117092 116702 126358 126770 123906
7-16-98	- 55 97	129405 Voided check
7-17-98	- 95 35	130584 Voided check
7-20-98	- 1,752 00	130337 voided check
7-23-98	137,893 81	133370 - 133525
7-23-98	82,781 79	133526 - 133665
7-24-98	155,610 26	133666 - 133672
7-28-98	18,878 09	Addendum To appear on future schedule

- 14 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVE PERSONNEL ACTION FORMS  
ALL VOTING YES (See attached Listing)
- 15 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT, APPROVE  
AMENDMENT TO COUNTY SUBDIVISION SPECIFICATIONS, REVISING  
"ATTACHMENT B - DISSOLUTION OF A SUBDIVISION" TO MEET CURRENT  
LOCAL GOVERNMENT CODE  
ALL VOTING YES
- 16 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH,  
APPROVAL TO ADVERTISE, REQUIRING A 10% DEPOSIT OF BID, FOR THE  
SALE OF SURPLUS EQUIPMENT, PRECINCT #3, THREE AXLE(40 TON)  
LOW BOY TRAILER  
ALL VOTING YES
- 17 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS  
TO ADJOURN COURT THIS 28th DAY OF JULY 1998, AT 10 26 AM  
ALL VOTING YES

  
\_\_\_\_\_  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST

  
\_\_\_\_\_  
BARBARA MIDDLETON, COUNTY CLERK

6

(4)



STATE OF TEXAS §  
COUNTY OF ANGELINA §

### I PROFESSIONAL SERVICES CONTRACT

Pursuant to the authority granted under the Texas Health and Safety Code Ann Title 7 Chapter 534 as amended Burke Center enters into this Contract with Polk County Commissioners Court, (hereafter Contractor")

### II RECITALS

WHEREAS Contractor, is a Law Enforcement Agency with Licensed Peace Officers for the State of Texas, whose present address is County Courthouse Livingston Texas 77351 and whose Social Security or Federal Employer Identification number is 74-6001621

AND WHEREAS Burke Center desires to be provided by Contractor and Contractor wishes to provide to Burke Center certain support services in the area of patient transportation

NOW THEREFORE in and for consideration of the mutual covenants, rights and obligations set forth herein and the benefits to be derived therefrom the parties hereto agree as follows

### III CONTRACT TERM

The parties agree that this Contract shall be for one year, beginning on September 1 1998 and ending on August 31 1999 or upon the completion of all services requested by Burke Center, whichever is earlier unless otherwise terminated as provided herein

### IV RENEWAL

The Contract may be renewed with the written approval of both parties The term of any renewal shall be for one year immediately following the expiration of the term of this Contract or any renewal thereof as the case may be Unless otherwise agreed any renewal shall be agreed to in writing prior to thirty (30) days before the expiration of the term of this Contract or any renewal thereof as the case may be Burke Center and Contractor agree to negotiate any contract renewal at arms length and in good faith

### V INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

It is the intent of Burke Center and Contractor that Contractor is an independent Contractor and not an employee of Burke Center for any purpose Contractor and Burke Center understand and agree that (a) Burke Center will not withhold or pay on behalf of Contractor any sums for income tax, unemployment insurance Social Security, or any other withholding pursuant to any law or requirement of any governmental body or make available to Contractor any of the benefits, including workers compensation insurance coverage, afforded to employees of Burke Center (b) all such withholdings, payments and benefits if any, are the sole responsibility of Contractor Contractor indemnifies Burke Center from any and all causes of action, claims, damages or liability including attorneys fees and legal expenses, incurred by Burke Center with respect to such payments, withholdings and benefits Contractor will be free from Burke Center control in the manner and method of providing services as long as such services are provided in accordance with accepted procedures of Contractor's profession, the Rules of the Texas Department of Mental Health and Mental Retardation (hereafter "TDMHR") and applicable standards of accrediting or certifying agencies.

## VI. OBLIGATIONS OF CONTRACTOR

## A. Services

- 1 The community based services to be provided by Contractor will be provided in accordance with the Plans of Care, Individual Habilitation Plans or Community Placement Plans of persons served, and are set forth in Exhibit A
- 2 Contractor will coordinate with Burke Center the Contractor s schedule for providing services under this Contract Contractor s schedule must be mutually agreed upon by Contractor and Burke Center but may be altered at the request of either party whenever possible
- 3 Contractor agrees to provide the aforementioned services in such facilities, and at such locations as requested by Burke Center

## B. Qualifications. Professional and educational qualifications of Contractor s personnel are set forth in Exhibit B

## C. Burke Center Approval of Contractor Personnel. Contractor shall not assign this Contract or any of the duties or obligations required herein, nor any person who is not an employee of Contractor to perform such duties or obligations, without first obtaining the prior written approval of Burke Center If Burke Center permits any assignments of this Contract or the duties or obligations required herein, Contractor shall require each person or entity approved by Burke Center to comply with all duties and obligations required herein of Contractor and notwithstanding such assignment Contractor shall continue to be liable for the default of any person or entity who provides services under this Contract

## D. Other Contracts Nothing herein shall prevent Contractor from furnishing similar service to other persons or entities provided such other contractors do not interfere with the delivery of services required herein Nothing herein shall prevent Burke Center from contracting to obtain services required herein from other providers

## E. Representations.

- 1 Contractor agrees that it shall comply with the most current Texas Department of Mental Health and Mental Retardation (hereinafter referred to as TDMHMR) community standards for Community Mental Health and Mental Retardation Centers and Community Service Programs all applicable policies of Burke Center and all applicable local state and federal laws and regulations now in effect and that become effective during the term of this contract. (See Exhibit C )
- 2 Contractor agrees to maintain all certifications registrations or licenses required by law to remain in good standing in its profession during the term of this Contract. Contractor must furnish to Burke Center with the returned signed copy of this Contract, copies of all certifications registrations or licenses required by law to remain in good standing in its profession In addition Contractor will inform Burke Center immediately of any changes to said certifications, registrations or licenses during the term of this Contract.
- 3 Contractor represents and warrants that none of its employees or personnel are currently employees of Burke Center nor have they been employees of Burke Center for the preceding twelve (12) months For purposes of this paragraph, "employee" means a person who on the last date of employment with the Burke Center was compensated at or above the amount designated for a salary group 17 step 1 of the state position classification salary schedule including a state employee who is exempt from the state position classification plan This paragraph does not apply to a former employee of a state agency or another community center

- 4 Under Section 231.006 Texas Family Code the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive payments from state funds and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate
- 5 Contractor represents and warrants that it is current in its payment of Texas franchise tax or that it is exempt from the payment of Texas franchise tax. A false statement regarding franchise tax status will be treated as a material breach of this Contract and will constitute grounds for termination of this Contract at the option of Burke Center. If Contractor becomes delinquent in the payment of its Texas franchise tax during the term of this Contract, payment by Burke Center may be withheld until such delinquency is remedied.

**F Access to and Retention of Information**

- 1 The Contractor agrees that it will provide Burke Center, TCADA and TDMHMR (including independent financial auditors) unrestricted access to all facilities, contractors, individuals served, records, data, and other information under its control as necessary to enable Burke Center, TCADA and TDMHMR to audit, monitor and review all financial and programmatic activities and services associated with this Contract, including the creation of reports and other records which may not be contained in the files of the Contractor.
- 2 Contractor agrees to furnish Burke Center with any and all information, records, reports, documents, test results and professional opinions which Contractor acquires, develops or generates in the course of providing services under this Contract. All files and patient records of the Contractor shall be available for review and copying at any time during or after the conclusion of this Contract. Any such files and records maintained by the Contractor will be made available to Burke Center immediately upon request by Burke Center.
- 3 Contractor shall retain all financial records, all supporting documents, statistical records and any other records including appropriate plans of service pertinent to the services of which request for payment is submitted to Burke Center for a period of five (5) years following the expiration or termination of this Contract. If any audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings, provided Burke Center gives Contractor notice of such unresolved findings before the end of such five (5) year period.
- 4 Contractor agrees to comply with applicable provisions of the Social Security Act requiring Contractor to make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General, or any of the duly authorized agents, any and all books, documents or records necessary to certify the nature and extent of costs claimed from Medicare/Medicaid relating to the services provided by Contractor under this Contract, or relating to the services provided by any of Contractor's subcontractors who furnish services under this Contract, for a period of four (4) years after such services are provided.

**G Disclosure.**

- 1 Contractor agrees to immediately disclose in writing to Burke Center if it or any of its subcontractors or employees rendering services to an individual pursuant to this Contract is currently barred from the award of a federal or state contract, or if such occurs any time during the term of this Contract.

- 2 Contractor certifies that neither Contractor nor any of its employees, officers or other persons directly or indirectly involved in negotiating or providing services under this Contract have been convicted of a criminal offense related to any state or federally funded program or of any offense against a person. Contractor shall immediately disclose the identity of any person convicted of any such crime. If Contractor or any key employee is so convicted this Contract may be terminated without prior notice
  - 3 Contractor certifies that neither Contractor nor any of its employees, officers, of other persons directly or indirectly involved in negotiating or providing services under this Contract have been convicted of any crime listed in Exhibit B of the Departmental Rule regarding Contracts Management (Texas Administrative Code Title 25 Chapter 401 Subchapter E) Contractor shall immediately disclose in writing to Burke Center the identity of any person convicted of any such crime and immediately remove that individual from direct contact with all persons served. If Contractor or any employee officer or other person directly or indirectly involved in negotiating or providing services under this contract is so convicted this Contract may be terminated without prior notice
- H. Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986
- I. AIDS/HIV Workplace Guidelines** Contractor agrees to adopt and implement AIDS/HIV workplace guidelines similar to those adopted by TDMHMR, and AIDS/HIV confidentiality guidelines consistent with state and federal law
- J. Required Reporting Regarding Licensure** Contractor agrees that it shall report to Burke Center any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. Burke Center will immediately submit a copy of such report to the appropriate State agency. Contractor will further report to Burke Center if any professional has had his/her license revoked. If Contractor's employee has such a denial or revocation and Contractor fails to remove such employee then this Contract may be terminated without prior notice
- K. Reports of Abuse and Neglect.** Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law including TDMHMR rules, rules of the Texas Department of Protective and Regulatory Services and rules of the Texas Department of Health. Burke Center will immediately send a copy of such report to the appropriate state agency
- L. Contractor's Governing Body** Contractor agrees to provide Burke Center with a list of the members of Contractor's principles or Contractor's governing body and their addresses if applicable and if requested by Burke Center
- M. Confidentiality of Records of Individuals Served by this Contract.**
- 1 Contractor agrees to keep all client information confidential in accordance with all applicable state and federal laws, statutes, and regulations protecting the confidentiality of such information including 42 C.F.R. Part 2
  - 2 Contractor agrees to institute appropriate procedures for safeguarding client information, especially client identifying information. The term "client identifying information" includes but is not limited to a client's medical record, graphs, or charts, statements made by the client either orally or in writing while receiving services, photographs, videotapes, etc. and any acknowledgment that a person is or has been a client of the facility, center or other designated provider

- 3 Contractor agrees that in receiving, storing, processing, or otherwise dealing with any information regarding drug and alcohol abuse clients, Contractor will abide by the provisions of 42 U.S.C. Sec. 290-dd 3 regarding the confidentiality of client information, will institute appropriate procedures for safeguarding such information, and will undertake to resist in judicial proceedings all efforts to obtain access to such information, except as provided by 42 U.S.C. Sec. 290-dd 3.
- N Quality Management and Monitoring** Contractor agrees to comply and cooperate with Burke Center's monitoring procedures, including submission of reports and data and other information requested by Burke Center.
- O Interaction with Others.** Contractor will, in the performance of services pursuant to this Contract, interact with staff, other service agents, service providers, and consultants of Burke Center in a cooperative manner and will consult with such persons regarding services provided under this Contract as necessary.
- P Delivery of Service.** Contractor will coordinate with Burke Center the Contractor's schedule for providing services under this Contract. Contractor's schedule must be mutually agreed upon by Contractor and Burke Center, but may be altered at the request of either party whenever possible.

#### VII RESPONSIBILITIES OF BURKE CENTER

##### A. Payment

- 1 The parties agree that Contractor shall bill Burke Center Polk County Mental Healthcare Center, and Burke Center shall pay for services provided herein according to the rate established in the following schedule:

##### Patient Transportation Rate Schedule

<u>Destination</u>	<u>One Way Mileage</u>	<u>Rate Per Trip</u>
A. Memorial Hospital Lufkin, Texas	48	\$12.00
B. Rusk State Hospital	90	\$22.50
C. Austin State Hospital	200	\$50.00
D. Daybreak Beaumont, Texas	81	\$20.25
E. Waco Center for Youth, VA Hospital Waco, Texas	177	\$44.25
F. Lufkin/Rusk State Hospital	92	\$23.00

In addition to the above payment schedule, the Contractor shall be reimbursed at the rate of FIVE AND NO/100 (\$5.00) DOLLARS per hour for transportation which is one-half of the actual costs. Calculation of transportation costs begins when the patient and Deputy leave the county in route to the location identified by Burke Center and ends when Deputy returns to county. Transportation of mental health clients within the Contractor's county shall not be covered under this contract.

2. The parties agree that the total amount which may be expended under this Contract shall not exceed the sum of \$1,300 00. In the event such amount is reached, Contractor shall provide transportation services as outlined in the Texas Mental Health Code, Section 14. Should the Contractor be detained at any of the locations listed in the rate schedule, in the performance of his duties, he shall be reimbursed at the rate of FIVE AND NO/100 (\$5 00) DOLLARS per hour.
  3. Payment for services is conditioned upon the Contractor completing the documentation necessary for Burke Center to process the invoice. Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet standards, reporting requirements, and rules set forth by TDMHMR, TCADA, and Burke Center.
  4. Burke Center agrees to make payment to Contractor by check payable to Contractor and mailed to Contractor's address shown herein under NOTICES or to such other address which Contractor may provide to Burke Center in writing.
- B. Staff and Facilities** Contractor will be allowed the use of the following property, equipment, space, or staff to be provided by Burke Center:
- The Contractor will not require the use of property, equipment, space, or staff of Burke Center.
- C. Contract Monitoring** The Burke Center is responsible for routine monitoring of this Contract to ensure the Contractor complies with the terms of this Contract and to ensure that outcomes are appropriately managed.

#### VIII. INSURANCE

- A.** The Contractor shall be an independent Contractor and not an employee, agent, or representative of Burke Center under this Contract and shall maintain a policy of errors and omissions and general liability insurance in a form and an amount which are acceptable to Burke Center to cover any claims arising out of the performance of its services under this Contract and shall further indemnify, save harmless, and defend Burke Center from any such claims arising from any act or omission of the Contractor. The Contractor shall be required to provide a copy of its certificate of insurance along with the return of this signed Contract. The Contractor shall require that Burke Center be shown as an added named insured party on such policy owned by Contractor. The Contractor shall provide to Burke Center a copy of written notification to its insurance carrier that a copy of all renewal policies and any notice of cancellation from insurance carrier shall be mailed directly to Burke Center at the address shown in NOTICES. All renewal policies and/or cancellation notices must be received by Burke Center no less than fifteen (15) days in advance of renewal/cancellation.
- B.** The Contractor shall also provide automobile liability insurance in amounts necessary to cover the limits of liability established by statute for units of local government such as Burke Center. The Contractor shall provide a copy of its certificate of automobile liability insurance along with the return of this signed contract.
- C.** The insurance coverage provided by the Contractor shall be the primary coverage in the event of any claim. Contractor shall be responsible for all deductible amounts, excess policy limits, claim, and noncovered claims and amounts.

#### IX. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Burke Center, its Board of Trustees, employees, and agents from all suits, actions, claims, costs, or liability of any character, type, or description, including attorneys' fees and legal expenses brought, made for or on account of any death, injury, or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions, including the negligence of Contractor or Contractor's agents or employees in the execution or performance of this Contract.

## X. TERMINATION

## A. Termination Upon Default

A default shall occur under the terms of this Contract in the event of the following.

- 1 If either party has failed to cure its failure actual or anticipatory to perform any of the obligations required herein or in any of the instruments and/or exhibits attached hereto within ten (10) days after receiving written notice of such failure from the other party and/or
- 2 If Contractor submits falsified information, documents or fraudulent billings to Burke Center if Contractor has made false statements as part of this Contract, or if Contractor has failed to disclose information required by this Contract

In the event of a default under the terms of this Contract, the non-defaulting party may (a) proceed by court action to enforce performance of any obligations required under this Contract and/or to recover all damages and expenses incurred by that party by reason of such breach or other failure of performance (b) exercise any other right of remedy available at law or equity and/or (c) terminate this Contract. In the event of any termination of this Contract, the non-defaulting party shall not be liable for any further payments or for any payment for undelivered work or unprovided services required under the Contract and shall be entitled to repayment of payments for undelivered work or unprovided services required herein. These remedies are cumulative of all other rights or remedies specified in this Contract or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

## B. Immediate Termination

Burke Center may terminate this Contract without prior notice, if

- 1 It reasonably believes that the health or safety of any person served by Burke Center is in immediate jeopardy due to the acts or omissions of Contractor or any agent, employee or associate of Contractor;
- 2 Burke Center does not receive the funding to pay for designated services under this Contract
- 3 Contractor has become ineligible to receive Burke Center funds
- 4 Contractor or its employee has his/her Texas license or certification suspended or revoked

## C. Termination at Will. In addition, either party may terminate the Contract at will by providing the other party with notice of termination at least thirty (30) days prior to the proposed termination date

## D. Obligations at Termination

- 1 The parties agree that upon any termination, Burke Center may, if necessary, conduct a fiscal audit of Contractor to determine existence of any overpayment. If Burke Center conducts an audit and verifies that Contractor has been overpaid because of improper billing or accounting practices or failure to comply with terms of the Contract, Burke Center shall notify the Contractor in writing of the overpayment, the method of computing the reasonable dollar amount to be refunded, and any other actions Burke Center may take under the Contract, and Contractor shall immediately repay Burke Center the amount of the overpayment.

2. The parties agree that upon termination of the Contract, Contractor is responsible for the prompt settlement of any termination claims, including claims from its employees subcontractors or vendors
3. Upon termination of the Contract, Contractor and Burke Center will be discharged from any further obligation created under the terms of this Contract, excepting the indemnification and insurance against liability obligations, which obligations shall continue in full force and effect without reduction or abatement, for the full term of the period of limitations applicable to the claim and except for the equitable settlement of their respective accrued interest or obligations incurred prior to the termination. Termination does not, however constitute a waiver of any remedies for breach of this Contract. In addition the obligations of Contractor to retain records and maintain the confidentiality of information shall survive this Contract.

#### XI MISCELLANEOUS

- A. **Nondiscrimination** Each party to this Contract agrees that no person, on the basis of race, color, national origin, religion, sex sexual orientation, age disability or political affiliation, will be excluded from participation be denied the benefits of or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964 the Americans With Disabilities Act of 1990 Section 504 of the Rehabilitation Act of 1973 the Civil Rights Act of 1991 and the Age Discrimination in Employment Act of 1967 all amendments to each and all requirements imposed by the regulation issued pursuant to these acts
- B. **Amendment.** The parties agree that this Contract may not be altered changed or otherwise modified, except where done in writing and duly signed by an authorized representative of Contractor and the Burke Center Chief Executive Officer
- C. **Entire Contract.** This instrument and any attached Exhibit(s) incorporated herein contain the entire Contract and supersede all previous Contracts, whether oral or written, between the parties hereto relating to the subject matter herein and there are no other terms relating to the subject matter of this Contract which are not included herein
- D. **Additional Requirements.** If Contractor is required to comply with any additional requirement pursuant to rules, standards regulations resolutions settlements or plans and compliance results in a material change in Contractor's rights or obligations under this Contract or places a significant financial burden on Contractor Contractor may upon giving sixty (60) days notice of such intention be entitled to renegotiate this Contract. Contractor shall have the burden of bringing forth proof of the financial burden placed on Contractor caused by the compliance with Burke Center standards. Burke Center agrees to negotiate amendments to this Contract in good faith as needed
- E. **Legal Construction**
  1. The parties agree that this Contract shall be construed under the laws of the State of Texas and is performable in Lufkin Angelina County Texas
  2. If any one or more of the provisions in this Contract shall be for any reason held invalid, illegal or unenforceable in any respect, such matter shall not affect any other provision herein and this Contract shall be construed as if such objectionable provision(s) had not been a part of the Contract.
  3. The parties agree that this Contract shall inure to the benefit of and be enforceable against the parties hereto and their respective successors.



**F Notices** Except as expressly provided herein any notice required or permitted to be given under this Contract must be in writing and delivered in person or by certified or registered mail return receipt requested, postage prepaid to the individual at the address shown below

**CONTRACTOR**  
Judge John Thompson  
Polk County Courthouse  
Livingston, Texas 77351

**BURKE CENTER**  
4101 South Medford Drive  
Lufkin Texas 75901  
Attn Chief Financial Officer

Notice shall be effective on the date of delivery

**G Investigation and Reports**

- 1 If Contractor provides any direct client care under this Contract, Contractor understands and agrees that, as required or allowed by law Burke Center may request information from federal/state/local agencies departments or other appropriate sources, regarding any criminal history background of the Contractor and its agents, employees and subcontractors
- 2 Contractor further understands and agrees that Burke Center shall make appropriate reports to federal/state agencies departments commissions and/or boards in the event of a case of suspected client abuse in which Contractor is involved, or when a report of other information relating to Contractor is otherwise required by law

**H Development of Contract.** Both the Contractor and Burke Center have contributed to the development of this Contract and mutually agree to evaluate its effectiveness and plan for any changes or improvements

**I Waiver** In no event shall any payment to Contractor hereunder or any other act or failure of Burke Center to insist in any one or more instances upon the terms and conditions of this Contract constitute or be construed in any way to be a waiver by Burke Center of any breach of covenant or default which may then or subsequently be committed by Contractor Neither shall such payment act or omission in any manner impair or prejudice any right, power privilege or remedy available to Burke Center to enforce its rights hereunder which rights, powers, privileges remedies are always specifically preserved No representative or agent of Burke Center may waive the effect of this provision

**J Authority to Bind Burke Center** This Contract is not binding upon Burke Center unless and until it has been executed by the Chief Executive Officer

**K Contractor's Authority** The person or persons executing and signing this Contract on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Contract and to legally bind the Contractor to all the terms and provisions of the Contract.

**L Exhibits.** All Exhibits referred to in this Contract and attached hereto are incorporated herein by this reference.

Executed in multiple originals on the day and year first above written.

**CONTRACTOR**

By 

Tax ID No 74-6001621

**BURKE CENTER**

By \_\_\_\_\_  
Susan Rushing  
Chief Executive Officer

## EXHIBIT A

## SPECIALIZED SERVICES TO BE PROVIDED

- 1 Contractor will provide Mental Health Deputy Transportation to clientele identified by Burke Center via the local Mental Healthcare Center or Burke Center Emergency Services who is in need of transportation to an inpatient psychiatric facility
- 2 Contractor will transport Mental Health clientele identified by Burke Center to the inpatient facility designated by Burke Center (Substance Abuse clientele are excluded from this Contract)
- 3 Contractor will transport identified Mental Health clientele on a timely basis in which transportation occurs within four (4) hours of notification by Burke Center
- 4 Contractor will provide Burke Center with a monthly statement of services rendered indicating the patient's name, date of service, type of service and destination, total Deputy time per trip, and the cost of the service
- 5 Contractor will bill for services rendered within thirty (30) days of service delivery, with the exception of any August billing which will be due no later than the fifth (5th) working day of September. The monthly statement will indicate patient's name, destination, type of service provided, date of service, total Deputy time per trip, and cost of the service.
- 6 Contractor will provide service in accordance with generally accepted standards for that Contractor's profession.

EXHIBIT B  
QUALIFICATIONS OF CONTRACTOR

Contractor is a Law Enforcement Agency with Licensed Peace Officers for the State of Texas, County Sheriff's Department.

## EXHIBIT C

## LAWS, RULES, AND REGULATIONS

The parties agree that Contractor shall abide by the following laws, rules and regulations and orders

A All applicable federal laws rules regulations Executive Orders and standards, including but not limited to the Civil Rights Act of 1964 as amended Section 504 of the Rehabilitation Act of 1973 as amended the Age Discrimination in Employment Act, the Americans With Disabilities Act of 1990 as amended and

B All applicable state and local laws rules regulations, including, but not limited to T.R.C.S. Article 5561(h) and T.R.C.S., Article 5547 300 et. seq., TDPRS Abuse/Neglect Rules and TDMHMR Rule Chapter 403 Subchapter K relating to the confidentiality of records and other identifying information of clients served by Burke Center

C All applicable standards, rules regulations resolutions directives settlements, or plans of TDMHMR, including but not limited to the following

- 1 TDMHMR Mental Health and Mental Retardation Community Services Standards,
- 2 TDMHMR Rule, Chapter 403 Subchapter T Client Abuse and Neglect in Community Mental Health and Mental Retardation Centers and
- 3 TDMHMR Rule, Chapter 401 Subchapter E, Contracts Management.

D Any allegation of abuse, neglect, or exploitation of persons served under this contract will be reported by Contractor in accordance with applicable law, including TDMHMR rules rules of the Texas Department of Protective and Regulatory Services, and rules of the Department of Health

E All applicable Texas Commission of alcohol and Drug Abuse (TCADA), Medicare/Medicaid, ICF/MR and JCAHO rules, regulations, standards, certifications, accreditations, and licenses.

F This Contract incorporates the policies and procedures, rules and regulations and purposes of TDMHMR, TCADA, and Burke Center as if recited herein verbatim and the Contractor agrees to become familiar with and abide by all such applicable policies, procedures, rules and regulations.

G All applicable local, state, and federal laws and regulations now in effect and that become effective during the term of this Contract.

**INMATE PAY TELEPHONE AGREEMENT**

This Inmate Pay Telephone Agreement (the "Agreement") is made as of the 28th day of July 1998 by and between Polk County, Texas ("Customer") and Talton STC, Inc., d b a. Security Telecom ("STC") Assignee, as assessor in interest to Telink, hereby agrees to extend and modify the original agreement entered into on November 14, 1989 between Telink and Polk County Jail on the terms and conditions set forth below

1 **Utilization of Facility** The Customer, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by STC, grants STC the exclusive right and license to install and maintain an Inmate Pay Telephone System and inter related hardware and software, (collectively, the "Equipment") within all pre-existing and future county jail and detention facilities (collectively the "Facility"), and hereby releases the Facility to STC for that purpose, upon the terms and conditions set forth in this Agreement. The Customer covenants and agrees to make the Facility available to STC for complete installation and operation of the "Equipment" STC shall at its sole cost and expense, install all items of Equipment in the Facility within a reasonably practical time after the Facility is available for installation of the Equipment

During the term of this Agreement, STC shall have the right, from time to time to replace any portions of the Equipment installed at the Facility or to increase or decrease the number of items of Equipment within the Facility as is mutually agreed upon by the Customer and STC. The Customer shall provide appropriate locations within the living quarters and day rooms of the Facility for installation of the Equipment, to insure that inmates within the Facility have ready access to the Equipment to allow maximum daily usage thereof. The Customer agrees not to take any action of any kind that would adversely affect the inmates' accessibility to the Equipment and usage thereof. In addition to the foregoing STC agrees to provide the County with a license to use one or more items of the L E M S Software Lite (collectively the "L E M S Software") all as more particularly described on Addendum "A" attached hereto and incorporated herein, at no cost to the County. The Related Equipment shall be installed by STC within ninety days following the commencement date

2 **Compensation**. In consideration of the right to install and operate the Equipment within the Facility, STC agrees to pay the Customer 25-4% of STC's Gross Billed Revenue from utilization of the Equipment through all calls billed by inmates within the Facility (the "Commission") The Commission shall be paid by STC to the County on a monthly basis, as set forth in Section 3 below. See Addendum "A" for additional terms

3 **Payment and Accounting**. STC agrees to pay the Customer the Commission on a monthly basis, but in no event later than forty-five days following the month in which revenues were generated from the Equipment during the term of this Agreement. All commission payments shall be final and binding upon the Customer unless written objection thereto is received by STC within thirty days of mailing of the commission payment to Customer by STC

4 **Licenses.** All licenses required by any state, county, city or other governmental authority shall be secured by STC, at its sole cost and expense.

5 **Title to Equipment.** During the initial term of this Agreement, the "Equipment" installed in the Facility pursuant to this Agreement shall remain the sole and exclusive property of STC.

6 **Maintenance and Repair.** During the initial term of this Agreement, STC shall repair and maintain the Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense. STC shall provide continuing and ongoing maintenance to the Equipment at its sole cost and expense during the initial term, and all such maintenance services shall be conducted in a timely manner. In the event of a catastrophic failure, STC will respond within 24 hours. The Customer shall permit employees or contractors of STC reasonable access to the Facility at all times in order to service, repair and maintain the Equipment. The Customer shall notify STC in writing of any misuse, destruction, damage or vandalism to the Equipment, as soon as practicable after ascertaining same.

7 **Year 2000 Compliance (Y2K).** STC shall at its sole cost and expense take all necessary steps to ensure that Equipment and LEMS Software is Y2K compliant. Y2K compliant shall mean that all Equipment, Software and related systems provided by STC shall operate accurately and in the manner intended as they relate to date related operations when given a valid date containing century, year, month and day.

8 **Liability Insurance.** STC agrees to maintain and provide proof to the county of comprehensive general liability insurance coverage having limits of not less than \$1,000,000.00 in the aggregate. The Customer agrees to provide STC with reasonable and timely notice of any claim, demand or cause of action made or brought against the Customer arising out of or related to the utilization of the Equipment. STC shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The Customer agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Equipment without the prior written consent of STC. In no event shall the Customer be liable for any damage or destruction to any item of the Equipment.

9 **Term of Agreement.** The obligations of the parties under this Agreement are effective as of the date hereof, but the term of this Agreement shall commence on November 14, 1999 (the "Commencement Date"). This Agreement shall remain in force and be effective five (5) years from the Commencement Date, hereafter known as the initial term. Unless canceled by written notice delivered to either party at least ninety (90), but not more than one hundred and twenty (120) days prior to the termination of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew at the end of the initial term for successive one (1) year terms upon the same terms and conditions as set forth herein. If, because of strikes, riots, wars or for any other reason, business operations at the Facility shall be interrupted for periods of time other than as is customary for operations conducted at the Facility, the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such extraordinary interruption or stoppage of business operations.

10 **Event of Default. Termination of Agreement.** In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference provided the party so affected shall use reasonable efforts to remove such causes of non-performance. In the event any governmental tariff or regulation prevents STC from providing services, or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then STC, at its sole discretion, may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow STC access to the facility in order to remove the Equipment and Related Equipment owned by STC. STC agrees to remove the Equipment and Related Equipment within thirty days after termination of this Agreement.

11 **Authority.** Each party to this Agreement warrants and represents that they have the unrestricted right and requisite authority to enter into and execute this Agreement to bind the respective party, and to authorize the installation and operation of the Equipment and Related Equipment.

12 **Notices.** Any notice or demand under the terms of this Agreement or under any statute which must or may be given or made by either party shall be in writing and shall be given or made by mail postage prepaid, addressed to the respective party as follows:

To STC  
Talton STC, Inc d b a , Security Telecom  
1209 W North Carrier Pkwy , Suite 300  
Grand Prairie, Texas 75050

To Polk County Commissioners Court  
C/O County Judge  
Polk County Courthouse  
Livingston, Texas 77351

13 **Miscellaneous.**

A Any notice to be given hereunder shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested.

B This Agreement shall be construed under and is enforceable under the laws of the state where STC services are performed.

C No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

D If any provision of this Agreement is held to be invalid or unenforceable the validity or enforceability of the other provisions shall remain unaffected.



E This Agreement shall be binding upon and inure to the benefit of STC and the Customer, and their respective successors and assigns

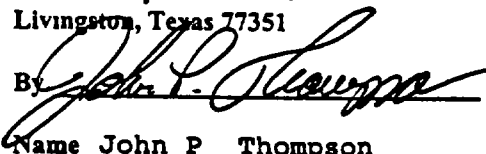
F This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument This Agreement constitutes the entire agreement of the parties The rights and obligations of the parties shall be determined solely from the terms of this Agreement and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties

EXECUTED as of the date and year first above written

Talton STC, Inc. d.b.a., Security Telecom  
1209 W North Carrier Parkway, Suite 300  
Grand Prairie, Texas 75050

Polk County Commissioners Court  
Polk County Courthouse  
Livingston, Texas 77351

By \_\_\_\_\_

By 

Name

Name John P Thompson

Title. General Manager (Name of Region)

Title County Judge, Polk County

Date

Date August 3, 1998

**ADDENDUM "A"**

**Inmate Pay Telephone Agreement between  
Talton STC, Inc., D.B.A. Security Telecom (STC) and Polk County, Texas**

Security Telecom (STC) Agrees to provide Polk County, Texas a \$19 642 00 Technology Grant to be utilized towards the purchase of the LEMS Equipment listed below All Software, related licenses and related computer Equipment listed herein shall, upon purchase, become the sole property of the County

**LEMS SOFTWARE**

**JMS (JML MANAGEMENT)  
RMS (RECORDS MANAGEMENT)  
VIDEO IMAGING Option with Capture Station**

- 1 - Server with Pentium 266 MHz, 64 Meg RAM, Travan Tap Drive, 15" Color SVGA Monitor, 4 GB HD SCSI Controller Card 512 Cache Memory, 1 MB PCI Video Card 1 44 Floppy Drive SCSI Controller Card 3COM Ether Net III PCI, 8X - CD ROM
- 5 - Additional Workstations with Pentium 300, 32 Meg RAM, 1 GB HD, 14" Color SVGA Monitor 1 MB PCI Video Card, 1 44 Floppy Drive Keyboard, Mouse, Win 95 License 3COM Ether Net III PCI 8X - CD ROM
- 1 - Video Imaging Option with Capture Board, Camera, Vivatar 283 with Flash, Camera Lens Camera Mounts, Capture Cables
- 1 - Black and White Laser Printer
- 1 - Color Ink Jet Printer
- 1 - SQL Server with/5 User License
- 1 - NT Server Software with 15 User License
- 5 - 3COM Ether Net III PCI Cards

**5 YEAR SERVICE AND MAINTENANCE**

**ONE TIME SOFTWARE INTERFACE**

**NON SUPPORTED SOFTWARE**

**PC ANYWHERE  
WINDOWS 95**

**Inmate Phone Installation**

Existing 18 phones will remain in place

**NON SUPPORTED HARDWARE**

- 1 - 5494 EXT Controller
- 1- Ether Net Attachment

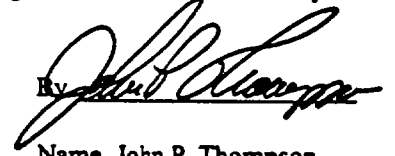
EXECUTED and Incorporated as a part of the Inmate Pay Telephone Agreement as of the date and year first written on the Inmate Telephone Agreement.

By \_\_\_\_\_

Name Maurice Mascorro

Title General Manager-Southwest Region

Date \_\_\_\_\_



Name John P Thompson

Title County Judge

Date August 3, 1998

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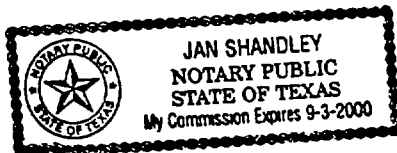


# OATH OF OFFICE

I, Raymond J Luna, M D do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of Polk County and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment. So help me God.

R Luna  
Health Authority  
219 N Eastwood  
Livingston, TX 77351  
Mailing Address Zip  
(409) 327-7147  
(Area Code) Phone Number

SWORN TO and Subscribed before me this 29th day of July, 1998



Jan Shandley  
Notary Public, Polk County, Texas.

## Certification of Appointment

I John P. Thompson do hereby certify that on 28th day of July 1998, Raymond J. Luna, a physician licensed by the Texas Board of Medical Examiners, was duly appointed the Health Authority of Polk County Texas, for the term to begin on July 28 1998 and end on July 27 ~~19~~ 2000, unless said authority is removed by law.

Signed John P. Thompson  
Title County Judge

VOL.

44 PAGE 670

7-28-98  
Item  
CC #9



POLK COUNTY TEXAS

**BOBBY SMITH**  
*County Commissioner*  
Precinct 2  
(409) 646-3929  
Fax: (409) 646-6137

**Polk County Sub-Courthouse**  
Highway 190 West  
P O Box 1388  
Onalaska, TX 77960

**Creekbend Subdivision**  
**Commissioners Court July 28, 1998**  
**Consideration of Road Maintenance**

Forest Dr	03 mile
Creekbend Dr	04 mile
Inwood Dr	02 mile

POLK COUNTY TREASURER THIRD QUARTERLY REPORT FOR THE MONTHS OF APR MAY JUNE 1998

*Handwritten initials*

FUND	BEG BALANCE	RECEIPTS	DISBURSEMENTS	INVESTMENT	BALANCE
GENERAL	13 821 14	1 957 460 59	1 991 374 62	2 229 984 08	2,209 891 19
HOTEL TAX	17 086 95	7 719 31	12 785 64	0 00	12 020 62
ROAD & BRIDGE	23 467 63	672 105 70	721 460 88	1,212 993 80	1 187 106 25
PERM RD IMPR	30,284 32	0 00	0 00	35 796 17	66 080 49
SECURITY	1 393 71	7 470 50	5,203 15	70 004 54	73 665 60
HIST COMM P/R	241 09	2,374 78	2,249 07	0 00	366 80
ENV SERVICE	54 049 88	276 274 68	288 327 04	610 168 49	654 166 01
FEMA	988 81	9 950 00	10 841 27	9 063 12	9 160 66
LAW LIBRARY	17 641 51	3 560 00	2 464 71	0 00	18 736 80
D A SPECIAL	6,618 75	3 837 22	4 877 15	0 00	5 578 82
D A HOT CHECK	20 414 35	21 055 80	1 936 69	0 00	39 533 46
AGING	64 882 39	134 064 69	122 358 49	0 00	76 588 59
DEBT SERVICE	26 490 60	139 230 22	193 391 51	1 165 635 52	1 137 964 83
94 CO ENV SERVICE	2,212 52	5 350 00	7 165 00	254 715 95	255 113 47
91 CO ENV SERVICE	529 42	41 000 00	40 699 40	4 588 72	5 418 74
PRISON	774 42	0 00	0 00	11 741 11	12 515 53
94 CO JAIL/BLDGS	191 87	0 00	0 00	88 33	280 20
JUDICIARY	81 951 64	78 293 59	84 306 98	0 00	75 938 27
SO CONTRABAND	161 46	102,208 02	102,210 80	3 593 76	3 752 44
DA CONTRABAND	1 899 27	88 13	1 000 00	11 789 03	12 766 43
DRG SEIZURE PEND	0 00	12,282 02	7 176 02	123,284 45	128 390 45
SO CONTA (FED)	0 00	70 000 00	70 000 00	30 811 46	30 811 46
RAP	4 660 91	16 423 00	14 898 21	78 384 56	84 580 26
RECORDS MGMT	3 70	1 894 25	4,286 59	0 00	(2 388 64)
LANDFILL POST CLOSE	0 00	0 00	0 00	522 461 01	522 461 01
ADULT PROB	(678 76)	289 625 47	287 463 75	0 00	1 484 96
<b>TOTAL</b>	<b>369 089 58</b>	<b>3 864,267 97</b>	<b>3 986 476 95</b>	<b>6 375 104 10</b>	<b>6 621 984 70</b>

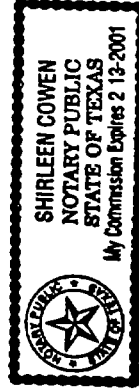
I HEREBY CERTIFY THAT THE FOREGOING REPORT IS TRUE AND CORRECT

*Nola Reneau*

NOLA RENEAU  
COUNTY TREASURER

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 20TH DAY OF JULY 1998

*Shirleen Cowen*



JP #2	1 405.25	14 959 75	15 686 75	0 00	678.25
JP#3	11 107 00	84,251 44	87 099 69	0 00	8,258 75
HISTORICAL	2 838 89	31 842 88	26 849 06	185 229 52	183 062.23
BIG THICKET BRIDGE	0 00	6 975 00	6 975 00	0 00	0 00
ON SITE SEWER FAC	0 00	44 653 50	44 653 50	0 00	0 00
TCDP	0 00	0 00	0 00	0 00	0 00
ACF GRANT	0 00	0 00	0 00	0 00	0 00
PAYROLL	2 580 48	1 062 722 59	1 062 698 90	0 00	2 594 17
PERMANENT	1 748.13	7 648 27	0 00	334 725 40	344 121 80
AVAILABLE	789 71	47 480 33	0 00	91,215.29	139 485 33
FED EQUITABLE SHARE	1,266 80	0 00	0 00	0 00	1,266 80
<b>GRAND TOTAL</b>	<b>390 805.84</b>	<b>5 164 801 73</b>	<b>5,230 439 85</b>	<b>6 986,274 31</b>	<b>7,311 442 03</b>

TEXPOOL INVESTMENT REPORT  
QTR ENDED 6/30/88

FUND	BEG BAL	DEPOSITS	WITHDRAWALS	INTERFUND TRANS	INTEREST EARNED	END BALANCE
General	2,992,273.88	0.00	800,000.00	0.00	37,710.20	2,229,984.08
Road & Bridge	1,146,296.61	90,000.00	40,000.00	0.00	16,697.19	1,212,993.80
Perm R & B	35,303.87	0.00	0.00	0.00	492.30	35,796.17
Security	64,222.16	4,850.00	0.00	0.00	932.38	70,004.54
Env Svc Operating	492,660.81	110,000.00	0.00	0.00	7,507.68	610,168.48
95 Fema Grant	10,380.04	0.00	1,450.00	0.00	133.08	9,063.12
Debt Service	1,183,793.07	35,000.00	70,000.00	0.00	16,842.45	1,165,635.52
94 CO Env Svc	256,506.82	0.00	5,350.00	0.00	3,559.13	254,715.95
91 CO Env Svc	45,018.03	0.00	41,000.00	0.00	570.69	4,586.72
Prison	11,579.64	0.00	0.00	0.00	161.47	11,741.11
94 CO/Jail/Bldgs	87.12	0.00	0.00	0.00	1.21	88.33
SO Contraband	4,533.76	0.00	1,000.00	0.00	60.00	3,593.76
DA Contraband	10,631.90	1,000.00	0.00	0.00	157.13	11,789.03
Drq Seizure Pend	120,069.69	6,882.25	5,399.77	0.00	1,732.28	123,284.45
SO Contra (Fed)	0.00	100,000.00	70,000.00	0.00	811.46	30,811.46
RAP	77,306.57	0.00	0.00	0.00	1,077.99	78,384.56
Historical Comm	162,811.89	20,000.00	0.00	0.00	2,417.63	185,229.52
Perm School	334,778.88	0.00	0.00	(4,680.65)	4,627.17	334,725.40
Avall School	85,303.97	0.00	0.00	4,680.65	1,230.67	91,215.29
Landfill Post Clos	515,275.76	0.00	0.00	0.00	7,185.25	522,461.01
Total Investments	7,548,834.47	367,732.25	1,034,199.77	0.00	103,907.36	6,986,274.31

This report is made in accordance with provisions of Gov Code 2256 The Public Funds Investment Act, which require quarterly reporting of investment transactions for county funds to the Commissioner's Court. The investments held in Polk County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

*Nola Reneau*  
Nola Reneau, County Treasurer



Item #12

POLE CARRY - BUCKER MOUNTAIN  
 August 98 13  
 EXPENDED 1/23/98  
 EMPLOYED BY SHARLEN COHEN - Best Meditor

Account Number	Description	Debit	Credit	Balance	Comments
015-62-377	Construction Materials				
015-62-461	Equipment Rental				
015-62-377	Materials/Supplies				
015-62-354	Tires/Tubes				
015-62-456	Parts & Repair		5 480 00		
015-369-100	Reimbursement for Speed Limit Signs		68 21		
015-621-377	Materials/Supplies		68 21		
015-621-456	Insurance - Property - Reimbursement		220 00		
015-370-100	Insurance - Motor Vehicle - Pct 1		220 00		
015-369-200	Reimbursement for Chip & Seal		5 693 30		
015-62-377	Construction Materials		- 693 30		
015-62-377	Materials/Supplies				
015-62-423	Mobile Phones/Pagers		1 080 00		
015-62-456	Parts & Repairs		3 000 00		
015-62-377	Construction Materials				
015-62-354	Tires/Tubes		360 00		
015-62-456	Parts & Repairs		280 00		
015-62-377	Materials/Supplies		636 00		
015-369-300	Reimbursement for Supplies		636 00		
015-62-377	Materials/Supplies				
015-62-10	Salaries		7 500 00		
015-62-100	Salaries - Part/Time				
015-370-02	Insurance Reimbursement		6 589 91		
015-624-456	Parts & Repairs		6 589 91		
010-695-394	Hazardous Material Depositories				
010-695-370	Permitted Transporters				
010-695-423	Auto Services				
090-700-560	Transfer from Sheriff Fed To General		8 289 35		
010-378-098	Tires for Sheriff Fed Drug Fund		1 019 60		
010-360-100	Salaries		537 00		
010-360-200	Social Security		421 18		
010-360-204	Workers Compensation		389 45		
010-360-206	Unemployment Insurance		62 12		
090-626-431	Restoration/Auto/Preservation		2 500 00		
010-390-503	Time Warrant Proceeds		63 503 00		
010-390-569	Time Warrant Proceeds		86 949 25		
010-390-621	Time Warrant Proceeds		74 570 00		
010-390-621	Time Warrant Proceeds		4 880 00		
010-390-621	Time Warrant Proceeds		27 383 35		
010-300-573	Capital Outlay Purchases		43 585 00		
010-300-573	Capital Outlay Purchases		86 949 25		
010-621-771	Capital Outlay Purchases		74 570 00		
010-621-973	Capital Outlay Purchases		4 880 00		
010-623-339	Construction Materials		27 383 35		

Parts Repair

13 600 00

587,594 09

Difference due to increased/reimbursed revenues & expenditures

7/28/98  
 [Signature]

7-28-98

0.\*  
146 95-  
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001  
- 146 95\*  
.....  
.....

*Just what  
(of system)  
Used -*

*John D. Thompson*

STATE OF TEXAS  
**THE TREASURER OF THE  
COUNTY OF POLK**  
LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
COUNTY DEPOSITORY  
LIVINGSTON, TEXAS

NO 128644

DATE  
12/10/97

CHECK NO  
128644

AMOUNT  
\$6 00

\*\*\*\*\* DOLLARS 00 CENTS

PAY TO THE ORDER OF  
PATRICIA ANNE CASAS  
205 INLET DRIVE  
LIVINGSTON TX 77351

COUNTY TREASURER  
COUNTY CLERK  
NON-NEGOTIABLE  
COUNTY AUDITOR

VOID 60 DAYS AFTER DATE OF ISSUE

⑆128644⑆ ⑆113105465⑆ ⑆010 256⑆

EDITOR 093024

PLEASE DETACH BEFORE DEPOSITING

CHECK # 128644

DESCRIPTION	DATE	AMOUNT	CHECK #
JJFL	12 10 97	6 00	010-435-485

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON TEXAS

NO 127252

DATE  
 10/17/97

CHECK NO  
 127252

AMOUNT  
 \$5 00

\*\*\*\*\* DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

ROGER DALE MAEY  
 9815 FM 350 SOUTH  
 LIVINGSTON TX 77351

COUNTY TREASURER

COUNTY CLERK

**VOID**  
 NON-NEGOTIABLE

COUNTY AUDITOR

VOID 90 DAYS AFTER DATE OF ISSUE

⑈127252⑈ ⑆113105465⑆ ⑆010 256⑆

VENDOR 090039

PLEASE DETACH BEFORE DEPOSITING

CHECK # 1272

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
JUROR	10/14/97	5 00	010-435-485	

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 127584

DATE  
 11-03-97

CHECK NO  
 127584

AMOUNT  
 \$6 00

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

DOROTHY MAE BYRD

PO BOX 454  
 GOODRICH

TX 77335

COUNTY TREASURER

COUNTY CLERK

COUNTY AUDITOR

VOID

NON-NEGOTIABLE

VOID 90 DAYS AFTER DATE OF ISSUE

⑆127584⑆ ⑆113105465⑆ ⑆010 256⑆

PLEASE DETACH BEFORE DEPOSITING

DESCRIPTION	DATE	AMOUNT	CHECK #	BRANCH
JUPOR	11 03 97	6 00	210-435-485	

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
THE TREASURER OF THE  
COUNTY OF POLK  
LIVINGSTON, TEXAS 77351



FIRST STATE  
COUNTY DEPT  
LIVINGSTON

NO 12759

DATE  
11-03-97

CHECK NO  
127597

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO  
THE  
ORDER  
OF

IRVING GENE JACKSON

PO BOX 79  
CAMDEN

TX 75934

NON-NEGO

VOID 60 DAYS AFTER DATE OF ISSUE

⑆127597⑆ ⑆1113109465⑆ ⑆010 256⑆

VENDOR 090052		PLEASE DETACH BEFORE DEPOSITING	
DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE
JUROR	10/27/97	6 00	010-435-489

POLK COUNTY • LIVINGSTON, TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 127646

DATE 11/03/97 CHECK NO 127646 AMOUNT \$6 00 ,

\*\*\*\*\* DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

VERNA MCCAPVER  
 608 A N HOME  
 CORRIGAN TX 75939

COUNTY TREASURER  
 COUNTY CLERK  
 COUNTY AUDITOR

NON-NEGOTIABLE

VOID 60 DAYS AFTER DATE OF ISSUE

⑈127646⑈ ⑆1113105465⑆ ⑆010 256⑆

ENCOR 09 022

PLEASE DETACH BEFORE DEPOSITING

CLETT 4 1974

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	PO#	BALANCE
JURUP	10 16/97	6 00	010-435-485	

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON TEXAS

NO 127647

DATE  
 11 03, 97

CHECK NO.  
 127647

AMOUNT  
 \$40 00

\*\*\*\*\*40 DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

VICKI ADAMS  
 111 BISHOP  
 LIVINGSTON

TX 77351

COUNTY TREASURER

COUNTY CLERK

**NON-NEGOTIABLE**

COUNTY AUDITOR

VOID 60 DAYS AFTER DATE OF ISSUE

⑆127647⑆ ⑆113105465⑆ ⑆010 256⑆

ENCOR 080007

PLEASE DETACH BEFORE DEPOSITING

CHECK # 127647

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
JUN UP	10, 23, 97	40 00	010-435-485	

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 127856

DATE 11/10/97 CHECK NO 127856

AMOUNT \$5 00

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO THE ORDER OF DOROTHY BYRD  
 PO BOX 454  
 GOODRICH TX 77935

COUNTY TREASURER

COUNTY CLERK

NON-NEGOTIABLE

COUNTY AUDITOR

VOID 90 DAYS AFTER DATE OF ISSUE

⑆127856⑆ ⑆113109465⑆ ⑆010 256⑆

ENDOR 09 012

PLEASE DETACH BEFORE DEPOSITING

CHECK # 127856

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	DATE
JUNIOR	1134	5 00	010-435-485



STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON TEXAS

NO 127902

DATE  
 11/10 97

CHECK NO  
 127902

AMOUNT  
 \$10 00

\*\*\*\*\*10 DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

TERRI NASH  
 304 S COLLINS  
 CORRIGAN TX 75939

COUNTY TREASURER

COUNTY CLERK

NON-NEGOTIABLE

COUNTY AUDITOR

VOID 90 DAYS AFTER DATE OF ISSUE

⑆127902⑆ ⑆113105465⑆ ⑆010 256⑆

ENCL 09001

PLEASE DETACH BEFORE DEPOSITING

CHECK # 127902

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
IL CR	11 4. 97	10 00	010-435-485	

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 128211

DATE  
 11/20/97

CHECK NO  
 128211

AMOUNT  
 \$6 00

PAY TO  
 THE  
 ORDER  
 OF

\*\*\*\*\* COLLARS 00 CENTS  
 GLENDA LORELL WILLIAMS  
 RT 3 BOX 414-A  
 LIVINGSTON TX 77351

**VOID**  
 COUNTY TREASURER  
 COUNTY CLERK  
 COUNTY AUDITOR

VOID 60 DAYS AFTER DATE OF ISSUE

**NON-NEGOTIABLE**


⑆128211⑆ ⑆113109465⑆ ⑆010 256⑆

PLEASE DETACH BEFORE DEPOSITING

DESCRIPTION	DATE	AMOUNT	ACCOUNT	ALANCE
PAYOR	11 10 97	6 00	010-435-485	

POLK COUNTY • LIVINGSTON, TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO **128251**

AMOUNT  
**\$5 00**

DATE: 11/20/97      CHECK NO: 128251

\*\*\*\*\* DOLLARS 00 CENTS

PAY TO THE ORDER OF: **MABIN DAVID ROSE**  
**PO BOX 1852**  
**LIVINGSTON TX 77351**

VOID

**NON-NEGOTIABLE**

VOID 60 DAYS AFTER DATE OF ISSUE

⑈128251⑈ ⑆113105465⑆ ⑆010 256⑆

PLEASE DETACH BEFORE DEPOSITING

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE
JUMP	11/10/97	6 00	010-435-485

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 128312

DATE  
 11/20/97

CHECK NO  
 128312

AMOUNT  
 \$6 00

PAY TO  
 THE  
 ORDER  
 OF

\*\*\*\*\*6 DOLLARS 00 CENTS  
 WILSON ALDON STARNIS JR  
 Rt 6 BOX 92  
 LIVINGSTON TX 77351

0

COUNTY TRE

COUNTY

NON-NEGOTIABLE

COUNTY

VOID 60 DAYS AFTER DATE OF ISSUE

⑆128312⑆ ⑆113105465⑆ ⑆010 256⑆

ENDORSEMENTS		PLEASE DETACH BEFORE DEPOSITING		CHECK #
DESCRIPTION	AMOUNT	CHECK #	AMOUNT	
JUROR	6 00	010-455-485		

STATE OF TEXAS  
THE TREASURER OF THE  
COUNTY OF POLK  
LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
COUNTY DEPOSITORY  
LIVINGSTON TEXAS

NO 128598

DATE  
12/10 97

CHECK NO  
128598

AMOUNT  
\$6 00

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO THE ORDER OF  
IMELDA ANNE GULLEY  
409 W FEAGIN  
LIVINGSTON TX 77351

COUNTY TREASURER

COUNTY CLERK

NON-NEGOTIABLE

COUNTY AUDITOR

VOID 90 DAYS AFTER DATE OF ISSUE

⑆128598⑆ ⑆113105465⑆ ⑆010 256⑆

ENDOR 090042

PLEASE DETACH BEFORE DEPOSITING

CHECK # 1285

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
JJROP	12/8 97	6 00	010-435-485	

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON TEXAS

NO 128614

DATE  
 12/10/97

CHECK NO  
 128614

AMOUNT  
 \$6 00

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

JOHNNY EDWARD HOOKS

PO BOX 474  
 MOSCOW

TX 75960

COUNTY TREASURER

COUNTY CLERK

NON-NEGOTIABLE

COUNTY AUDITOR

VOID 60 DAYS AFTER DATE OF ISSUE

⑆ 128614 ⑆ ⑆ 123105465 ⑆ ⑆ 010 256 ⑆

VENDOR 090048

PLEASE DETACH BEFORE DEPOSITING

CHECK # 1

DESCRIPTION	DATE	AMOUNT	CHECK #
JLFOF	12 8 97	6 00	010-435-485

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 128655

DATE 12/10/97 CHECK NO 128655

AMOUNT \$6.00

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO THE ORDER OF  
 ROXANN SUE BROWN  
 3432 RIDGEWOOD  
 GOODRICH TX 77335

COUNTY TREASURER  
 COUNTY CLERK  
 COUNTY AUDITOR

NON-NEGOTIABLE

VOID 90 DAYS AFTER DATE OF ISSUE

⑈128655⑈ ⑆1113105465⑆ ⑆010 256⑆

ENDOR 090023

PLEASE DETACH BEFORE DEPOSITING

CHECK # 128655

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
JUROR	12 8 97	6 00	010-435-485	

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 128680

DATE  
 12/10/97

CHECK NO  
 128680

AMOUNT  
 \$6 00

\*\*\*\*\*6 COLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

YVONNE T WHITETHUNDER  
 RT 3 BOX 710E  
 LIVINGSTON TX 77351

VOID

COUNTY TREASURER  
 COUNTY CLERK  
 COUNTY AUDITOR

NON-NEGOTIABLE

VOID 90 DAYS AFTER DATE OF ISSUE

⑆128680⑆ ⑆113105465⑆ ⑆010 256⑆

ENDOR 090067

PLEASE DETACH BEFORE DEPOSITING

CHECK # 128680

DESCRIPTION	DATE	AMOUNT	CHECK #	AMOUNT
JL-OP	12 8 97	6 00	010-435-485	

POLK COUNTY • LIVINGSTON TEXAS 77351



STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 128241

DATE: 11-20-97 CHECK NO: 128241 AMOUNT: \$4 00

\*\*\*\*\*4 DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

LEXIUS  
 CUSTOMER SERVICE DEPARTMENT  
 PO BOX 224442  
 DALLAS TX 75222

*LO July 98*  
 COUNTY TREASURER  
 COUNTY CLERK  
 COUNTY AUDITOR

**NON-NEGOTIABLE**

VOID 60 DAYS AFTER DATE OF ISSUE

⑆128241⑆ ⑆113105465⑆ ⑆010 256⑆

PLEASE DETACH BEFORE DEPOSITING

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
PAINT: E & H	SHERIFF DEPT	4 00	010-409-311	

POLK COUNTY • LIVINGSTON, TEXAS 77351

STATE OF TEXAS  
THE TREASURER OF THE  
COUNTY OF POLK  
LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
COUNTY DEPOSITORY  
LIVINGSTON, TEXAS

NO 128985

DATE  
12/31/97

CHECK NO  
128985

AMOUNT  
\$2 81

PAY TO  
THE  
ORDER  
OF

WHEAT, LYNN

\*\*\*\*\*2 DOLLARS 81 CENTS

*LO*  
*by 98*  
\_\_\_\_\_  
COUNTY TREASURER  
\_\_\_\_\_  
COUNTY CLERK  
**NON-NEGOTIABLE**  
\_\_\_\_\_  
COUNTY AUDITOR

VOID 60 DAYS AFTER DATE OF ISSUE

⑆128985⑆ ⑆11310565⑆ ⑆010 256⑆

ENDORSE HERE

PLEASE DETACH BEFORE DEPOSITING

CHECK # 128985

DESCRIPTION	AMOUNT	CHECK #	DATE
AVERAGE RETIREMENT	2 81	010-202-100	

POLK COUNTY • LIVINGSTON TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON, TEXAS

NO 128379

DATE 12 '02 '97 CHECK NO 128379 AMOUNT \$ 14

\*\*\*\*\*0 DOLLARS 14 CENTS

PAY TO THE ORDER OF  
 OAKLEY, SHERPI  
 114 KIOWA TRAIL  
 LOCKHART TX 76644

July 98  
 COUNTY TREASURER

NON-NEGOTIABLE

VOID 90 DAYS AFTER DATE OF ISSUE

⑈128379⑈ ⑆113105465⑆ ⑆010 256⑆

ENDOR 008022		PLEASE DETACH BEFORE DEPOSITING		CHECK # 128379
DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
H11102	OVERPAYMENT	14	010-229-000	

POLK COUNTY • LIVINGSTON, TEXAS 77351

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON TEXAS

NO 128277

DATE  
 11/20/97

CHECK NO  
 129277

AMOUNT  
 \$6 00

PAY TO  
 THE  
 ORDER  
 OF

\*\*\*\*\*6 DOLLARS 00 CENTS  
 RAYFORD L STOKLEY  
 4084 FM 356 N  
 DIALASKA TX 77360

COUNTY TREASURER  
 COUNTY CLERK  
 NON-NEGOTIABLE  
 COUNTY AUDITOR

VOID 60 DAYS AFTER DATE OF ISSUE

⑆128277⑆ ⑆113105465⑆ ⑆010 256⑆

PLEASE DETACH BEFORE DEPOSITING

DESCRIPTION	DATE	AMOUNT	CHECK #	BALANCE
UP UP	11 10 97	6 00	010-426-485	

POLK COUNTY • LIVINGSTON TEXAS 77351

0\*\* 0.A  
 6.00-  
 6.00-  
 6.00-  
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 6.00-  
 40.00-  
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 6.00-  
 6.00-  
 4.00-  
 2.81-  
 0.14-  
 6.00-  
 6.00-  
 146.95\*

7/28/98

-020

STATE OF TEXAS  
**THE TREASURER OF THE  
 COUNTY OF POLK**  
 LIVINGSTON, TEXAS 77351



FIRST STATE BANK  
 COUNTY DEPOSITORY  
 LIVINGSTON TEXAS

NO 127247

DATE  
 10/17/97

CHECK NO  
 127247

AMOUNT  
 56 00

\*\*\*\*\*6 DOLLARS 00 CENTS

PAY TO  
 THE  
 ORDER  
 OF

PETE D MENCE  
 122 HOCKINGBIRD  
 LIVINGSTON TX 77351

COUNTY TREASURER

COUNTY CLERK

COUNTY AUDITOR

NON-NEGOTIABLE

VOID 60 DAYS AFTER DATE OF ISSUE

⑆127247⑆ ⑆113105465⑆ ⑆010 256⑆

VENDOR 090041

PLEASE DETACH BEFORE DEPOSITING

CHECK # 127247

DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT	CODE	BALANCE
JUROR	10, 14, 97	6 00	010-435-485	

POLK COUNTY - LIVINGSTON, TEXAS 77351

DATE 07/14/1998

JOURNAL ENTRIES

7/28/98

ACCOUNT #	ACCOUNT NAME	DEBIT	CREDIT	VENDOR	REF#	PERIOD	DESCRIPTION	GELOIO PAGE	TIME
1998 010-101-000	CASH IN BANK	28 29	28 29		V121630	10	VOID CK#121630	09 11 SC	
1998 010-201-000	VOUCHERS PAYABLE	88 00	88 00		V121630	10	VOID CK#121630	09 11 SC	
1998 010-201-000	CASH IN BANK	88 00	88 00		V120286	10	VOID CK#120286	09 11 SC	
1998 010-201-000	VOUCHERS PAYABLE	88 00	88 00		V120286	10	VOID CK#120286	09 11 SC	
1998 010-101-000	CASH IN BANK	5 25	5 25		V118740	10	VOID CK#118740	09 11 SC	
1998 010-101-000	VOUCHERS PAYABLE	5 25	5 25		V118740	10	VOID CK#118740	09 11 SC	
1998 010-560-427	TRAINING	16 00	16 00		V112605	10	VOID CK#112605	09 11 SC	
1998 010-340-700	DISTRICT CLERK FEE	16 00	16 00		V115265	10	VOID CK#115265	09 11 SC	
1998 010-101-000	CASH IN BANK	94 99	94 99		V115281	10	VOID CK#115281	09 11 SC	
1998 010-101-000	CASH IN BANK	121 30	121 30		V117738	10	VOID CK#117738	09 11 SC	
1998 010-403-427	TRAVEL/TRAINING	32 24	32 24		V120791	10	VOID CK#120791	09 11 SC	
1998 010-403-427	CASH IN BANK	175 00	175 00		V120791	10	VOID CK#120791	09 11 SC	
1998 010-101-000	CASH IN BANK	69 90	69 90		V122448	10	VOID CK#122448	09 11 SC	
1998 010-101-000	CASH IN BANK	20 00	20 00		V115386	10	VOID CK#115386	09 11 SC	
1998 010-101-000	CASH IN BANK	20 00	20 00		V115386	10	VOID CK#115386	09 11 SC	
1998 010-101-000	CASH IN BANK	52 39	52 39		V120056	10	VOID CK#120056	09 11 SC	
1998 010-101-000	CASH IN BANK	20 00	20 00		V120056	10	VOID CK#120056	09 11 SC	
1998 010-101-000	CASH IN BANK	20 00	20 00		V12080	10	VOID CK#12080	09 11 SC	
1998 010-229-000	JP 5 FEES PAYABLES	20 00	20 00		V125081	10	VOID CK#125081	09 11 SC	
1998 010-229-000	JP 5 FEES PAYABLES	52 39	52 39		V125081	10	VOID CK#125081	09 11 SC	
1998 010-229-000	JP 5 FEES PAYABLES	20 00	20 00		V119260	10	VOID CK#119260	09 11 SC	
1998 010-229-000	JP 5 FEES PAYABLES	20 00	20 00		V123427	10	VOID CK#123427	09 11 SC	
1998 049-101-000	CASH IN BANK	35 00	35 00		V120925	10	VOID CK#120925	09 11 SC	
1998 049-476-334	OPERATING EXPENSE	272 00	272 00		V120925	10	VOID CK#120925	09 11 SC	
1998 010-101-000	CASH IN BANK	484 00	484 00		OJ2087	10	JURORS	09 11 SC	
1998 010-101-000	CASH IN BANK	54 00	54 00		OJ2088	10	JURORS	09 11 SC	
1998 010-435-485	JURY - PETIT GRAND	250 00	250 00		OJ2089	10	JURORS	09 11 SC	
1998 010-435-485	JURY - PETIT UPAND	250 00	250 00		OJ2090	10	JURORS	09 11 SC	
1998 010-409-482	PROPERTY INSURANCE	250 00	250 00		OJ2091	10	JURORS	09 11 SC	
1998 010-409-482	PROPERTY INSURANCE	250 00	250 00		OJ2091	10	JURORS	09 11 SC	
1998 010-560-422	RADIO/COMMUNICATIO	2 181 32	2 181 32		09 11 SC				

2,089 37 2,089 37

\* 0 1,589 37\* 001

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3 500 00
015 ROAD & BRIDGE ADM	47 084 54
TOTAL OF ALL FUNDS	50 584 54

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

*Karen Rembert*

KAREN REMBERT  
COUNTY AUDITOR

JOHN THOMPSON  
COUNTY JUDGE

*John F. Thompson*

2





DATE 07/16/1998		JOURNAL ENTRIES		GLO10 PAGE 1				
ACCOUNT #	ACCOUNT NAME	DEBIT	CREDIT	VENDOR	PERF	PERIOD	DESCRIPTION	TIME
1998 010-101-000	CASH IN BANK	56 00	56 00	0JE2102	10	VOID CK5	FY96 JURORS	11 00 SC
1998 010-435-485	JURY - PETIT GRAND			0JE2102	10	VOID CK5	FY96 JURORS	11 00 SC
1998 010-101-000	CASH IN BANK	22 00	22 00	0JE2103	10	VOID CK5	FY97 JURORS	11 00 SC
1998 010-426-485	JURY FEES			0JE2103	10	VOID CK5	FY97 JURORS	11 00 SC
1998 010-101-000	CASH IN BANK	79 45	79 45	0JE2104	10	VOID CK8119868		11 00 SC
1998 010-403-484	ELECTION EXPENSE			0JE2104	10	VOID CK8119868		11 00 SC
1998 010-101-000	CASH IN BANK	6 00	6 00	0JE2105	10	VOID CK8126726		11 00 SC
1998 010-435-485	JURY - PETIT GRAND			0JE2105	10	VOID CK8126726		11 00 SC
1998 010-101-000	CASH IN BANK	180 00	180 00	0JE2110	10	VOID CK8118496		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2110	10	VOID CK8118496		11 00 SC
1998 010-101-000	CASH IN BANK	48 80	48 80	0JE2111	10	VOID CK8118022		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2111	10	VOID CK8118022		11 00 SC
1998 010-101-000	CASH IN BANK	51 25	51 25	0JE2106	10	VOID CK8118008		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2106	10	VOID CK8118008		11 00 SC
1998 010-101-000	CASH IN BANK	55 00	55 00	0JE2107	10	VOID CK8117354		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2107	10	VOID CK8117354		11 00 SC
1998 010-101-000	CASH IN BANK	39 85	39 85	0JE2108	10	VOID CK8117092		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2108	10	VOID CK8117092		11 00 SC
1998 010-101-000	CASH IN BANK	7 01	7 01	0JE2109	10	VOID CK8116702		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2109	10	VOID CK8116702		11 00 SC
1998 010-101-000	CASH IN BANK	39 85	39 85	0JE2112	10	VOID CK8126358		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2112	10	VOID CK8126358		11 00 SC
1998 010-101-000	CASH IN BANK	39 85	39 85	0JE2113	10	VOID CK8126770		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2113	10	VOID CK8126770		11 00 SC
1998 010-101-000	CASH IN BANK	202 00	202 00	0JE2114	10	VOID CK8123906		11 00 SC
1998 010-201-000	VOUCHERS PAYABLE			0JE2114	10	VOID CK8123906		11 00 SC
*** TOTALS		827 06	827 06					

(# 927106) *Sally P. Thompson*  
*Void*  
*Checks*

pg. 1





CHECK # 130584

BANK ACCT MAIN  
07/17/1998  
595 35  
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\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*

\*\*\*\*\*95 35

PARISH/ CHARLES T  
PO BOX 2152  
LIVINGSTON TX 77351



CHECK # 130584

010-512-426 GENERAL FUND

1/14-3

95 35

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CHECK # 130337

BANK AUCT MAIN 07/20/1998 \$1 752 00  
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\*\*\*\*#1 752 00

TEXAS STATE DISTRIBUTORS INC  
408 MORROW TX 78752  
AUSTIN TX 78752

*John P. Thompson*

CHECK # 130337

010-560-573 GENERAL FUND 25909 1 752 00  
010 560 573 GENERAL FUND 25909 153 00-  
090 560 499 DRUG FOREFTURE FUND 25909 153 00

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(H.1752.00)

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	58 465 36
015	ROAD & BRIDGE ACH	50 370 63
017	LATERAL ROAD FUND	998 54
032	ENVIRONMENTAL SERVICES	6 527 42
040	LAW LIBRARY FUND	410 75
049	DISTRICT ATTY HOT CHECK FUND	2 137 00
061	ABING DEPT	9 873 58
061	DEBT SERVICE FUND	6 668 35
088	JUDICIARY FUND	371 52
090	DRUGS FORFEITURE FUND	153 00
093	CO CLERK RECORDS HIGHT FUND	453 92
094	COUNTY RECORDS HIGHT FUND	1 263 53
TOTAL OF ALL FUNDS		137 893 81

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

JOHN THOMPSON  
COUNTY JUDGE

*Huber Cover*  
*Scott Audler*  
*John H. Thompson*



SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	87 076 45
015	ROAD & BRIDGE ACH	28 442 65
028	POLK COUNTY HISTORICAL	253 40
032	ENVIRONMENTAL SERVICES	8 773 14
048	DISTRICT ATTY SPECIAL FUND	380 63
051	AGING DEPT	5 820 23
101	ADULT SUPERVISION	15 744 06
104	DTP - CSR	207 79
108	CCP - SURVEILLANCE	764 44
109	SPECIALIZED CASeload CCP	818 63
184	JUVENILE PROBATION	2 195 29
185	CCAP - JUVENILE PROBATION	5 133 55
TOTAL OF ALL FUNDS		155 610 26

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

JOHN THOMPSON  
COUNTY JUDGE

*Walter Lewis*  
*Asst Auditor*  
*John P. Thompson*





County Auditor

**POLK COUNTY**  
LIVINGSTON TEXAS**Addendum to Schedule of Bills for Commissioners Court (July 28, 1998)**

DTN Corporation, Emergency Management	288 00
General Fund, Emergency Management	164 63
Lord's Auto Electric, Pct#1	108 90
Emmons Glass & Mirror, Pct#1	220 00
Chalk's Truck Parts, Pct#1	467 60
Hi-Way Equipment, Pct#1	3,832 94
Mustang Tractor, Pct#2	776 66
Commercial Billing, Pct#2	269 60
Piney Woods Tractor, Pct#2	165 06
General Service Commission, Pct#3	3,500 00
Gray's Wholesale Tires, Pct#3	127 86
Anglin Tire Service, Pct#3	115 00
Etox, Pct#3	138 49
Galloway's Exxon, Pct#4	194 00
Udelson, Waste Management	300 00
General Fund, Sheriff Dept	8,209 35
	<hr/>
Total of Addendum	\$18,878.09

DATE JULY 09, 1998 THROUGH JULY 25, 1998

NO	EMPLOYEE NAME	DEPT	JOB CLASSIFICATION	TYPE OF EMPLOYEE	SALARY GROUP	ACTION
(1)	JAMES D WEAVER	WASTE MGT	#108 HEAVY EQUIP OPERATOR	REGULAR FULL TIME	14/1 \$19,151.42	NEW-HIRE EFFECTIVE 7/13/98
(2)	JOE MCCOY	WASTE MGT	#108 HEAVY EQUIP OPERATOR	REGULAR FULL TIME	14/1 \$19,151.42	RESIGNED EFFECTIVE 7/15/98
(3)	JENNIFER MOFFETT	TAX DEPARTMENT	#105 DEPUTY CLERK	REGULAR FULL TIME	10/1 \$15,724.33	NEW-HIRE EFFECTIVE 6/5/98
(4)	LEAH A. LUTES	SHERIFF DEPARTMENT	#1043 TELCOM OPERATOR	REGULAR PART TIME	11(1) \$7.95	NEW-HIRE EFFECTIVE 07/26/98
(5)	BRANDY IVY	PERSONNEL	#102 SECRETARY	REGULAR PART TIME	9(1) \$7.19	RESIGNED EFFECTIVE 7/21/98
(6)	STANLEY NADELSKI	SHERIFF DEPARTMENT	#1035 DETECTIVE	REGULAR FULL TIME	18/3 \$24,504.86	NEW-HIRE EFFECTIVE 6/5/98
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