



August 22, 2000
10:00 a.m.

COMMISSIONERS COURT

Polk County Courthouse, 3rd floor
Livingston, Texas

78

VOL.

46 PAGE 993

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

Agenda topics

1. CALL TO ORDER.
2. PUBLIC COMMENTS.
3. INFORMATIONAL REPORTS.
4. APPROVAL OF MINUTES of the Meeting of August 8, 2000.
5. DISCUSS 2000 TAX RATE.
6. SCHEDULE PUBLIC HEARING FOR FY2001 PROPOSED BUDGET.
7. CONSIDER RENEWAL OF CONTRACT WITH HASTINGS SALVAGE FOR SCRAP METAL/WHITE GOODS DISPOSAL
8. CONSIDER RENEWAL OF MEMORANDUM OF UNDERSTANDING WITH DETCOG FOR DET/TRY-STAR.
9. CONSIDER RENEWAL OF CONTRACT WITH UTMB FOR INDIGENT HEALTH CARE.
10. CONSIDER RENEWAL OF INTERLOCAL AGREEMENTS WITH TEXAS ASSOCIATION OF COUNTIES FOR THE PROVISION OF COUNTY EMPLOYEE HEALTH, WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCES.
11. CONSIDER APPROVAL OF CHANGE IN EARLY VOTING LOCATION: FROM MAIN COURTHOUSE TO COUNTY HOSPITAL BUILDING.
12. CONSIDER APPROVAL OF PCT. 1 PERMANENT ROAD IMPROVEMENTS; Holly Grove Bridge.
13. CONSIDER APPROVAL OF BUDGET AMENDMENTS. -2000-22
14. APPROVE SCHEDULES OF BILLS.
15. APPROVE PERSONNEL ACTION FORMS.

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 POLK COUNTY
 2000 AUG 16 AM 9:25
Barbara Middleton
 BARBARA MIDDLETON
 COUNTY CLERK - POLK CO.

RECESS

16. WASTE MANAGEMENT WORKSHOP

ADJOURN

Commissioners Court of Polk County, Texas
By: John P. Thompson, County Judge

Posted: August 16, 2000

John P. Thompson

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday, August 16, 2000 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY *David Clift* Deputy



August 22, 2000
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas
County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 78

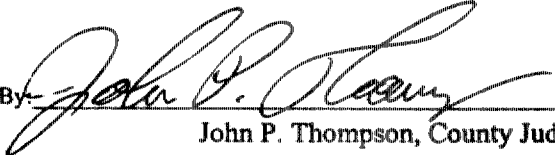
The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for August 22, 2000 at 10:00 A.M.

AMEND TO ADD;

- 17. CONSIDER APPROVAL OF ISSUANCE OF TIME WARRANTS FOR THE PURCHASE OF PCT. 3 PICKUP TRUCKS AUTHORIZED UNDER BID#2000-09, AS FOLLOWS; TWO (2) WARRANTS IN THE AMOUNT OF \$25,665.00 EACH (TOTAL \$51,330.00) WITH A MATURITY OF THREE (3) YEARS, AT AN INTEREST RATE OF 5.6%.
- 18. CONSIDER RATIFYING TRAINING/SUPPORT AGREEMENT BETWEEN NET DATA AND COUNTY FOR COUNTY CLERK TRUST FUND ACCOUNTING SOFTWARE AND TRAINING, TO BE PAID FROM COUNTY CLERK'S RECORDS MANAGEMENT FUND (\$4,300.00).

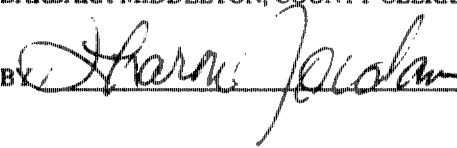
Dated: Friday, August 18, 2000.

Commissioners Court of Polk County, Texas

By: 
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, August 18, 2000 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

By:  Deputy

FILED AND RECORDED
 2000 AUG 18 AM 9:32
 BARBARA MIDDLETON
 COUNTY CLERK POLK CO

"COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE 22nd DAY OF AUGUST, 2000 THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR" CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT:

JUDGE JOHN P. THOMPSON, 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, & BILL LAW - COUNTY AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES WERE DULY HAD, CONSIDERED & PASSED.

- 1. JUDGE JOHN THOMPSON CALLED THE MEETING TO ORDER AND WELCOMED THE GUEST AT 10:00 A.M.

REV. DON WILLIS FROM GOODRICH METHODIST CHURCH DELIVERED THE OPENING PRAYER.

- 2. PUBLIC COMMENTS:
NONE.

3. INFORMATIONAL REPORTS:

A.COMMISSIONER SMITH INVITED EVERYONE TO THE 8th ANNUAL GO TEXAN BAR-B-QUE COOK-OFF THIS FRIDAY & SATURDAY, AUGUST 25th & 26th AT PLACATION STATION IN ONALASKA, BENEFITTING THE YOUTH OF POLK COUNTY WITH SCHOLARSHIP'S. THERE WILL BE A LIVE BAND ON SATURDAY, FROM 1:00 - 5:00 PM.

- 4. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL OF MINUTES FOR MEETING OF AUGUST 8, 2000.
ALL VOTING YES.

- 5. MOTIONED BY BOBBY SMITH, SECONDED BY R.R."Dick" HUBERT, TO PROPOSE A 2000 TAX RATE - SAME AS LAST YEAR AT .5550 per \$100. VALUE, AS PER DISCUSSION.

VOTES RECORDED AS FOLLOWS:

Judge Thompson.....Yes
 Commissioner Speights.....Yes
 Commissioner Smith.....Yes
 Commissioner Purvis.....No
 Commissioner Hubert.....Yes

6. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B.E. "Slim" SPEIGHTS, TO SCHEDULE "PUBLIC HEARING" FOR FY-2001 PROPOSED BUDGET, FOR SEPTEMBER 12, 2000 AT 9:00 A.M.
ALL VOTING YES.
7. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B.E. "Slim" SPEIGHTS, APPROVAL TO RENEW CONTRACT WITH HASTINGS SALVAGE FOR SCRAP METAL/WHITE GOODS DISPOSAL.
ALL VOTING YES. (SEE ATTACHED)
8. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "Slim" SPEIGHTS, APPROVE RENEWAL OF MEMORANDUM OF UNDERSTANDING WITH DETCOG (Deep East Texas Council of Governments) for DET / TRY-STAR.
ALL VOTING YES. (SEE ATTACHED)
9. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVE RENEWAL OF CONTRACT WITH UTMB - GALVESTON FOR INDIGENT HEALTH CARE.
ALL VOTING YES. (SEE ATTACHED)
10. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "Slim" SPEIGHTS, APPROVE RENEWAL OF INTERLOCAL AGREEMENTS WITH TEXAS ASSOCIATION OF COUNTIES FOR THE PROVISION OF COUNTY EMPLOYEE HEALTH, WORKERS COMPENSATION & UNEMPLOYMENT INSURANCES.
ALL VOTING YES. (SEE ATTACHED)
11. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVE "RESOLUTION" TO CHANGE (RE-LOCATE) MAIN EARLY VOTING POLLING PLACE FROM MAIN COURTHOUSE LOBBY TO (FORMER) COUNTY HOSPITAL BUILDING AT 602 E. CHURCH STREET.
ALL VOTING YES.
12. MOTIONED BY B.E. "Slim" SPEIGHTS, SECONDED BY R.R. "Dick" HUBERT, APPROVE PRECINCT #1 PERMANENT ROAD IMPROVEMENTS - HOLLY GROVE BRIDGE - AMOUNT OF \$12,533.03.
ALL VOTING YES.
13. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVAL OF BUDGET AMENDMENT #2000-22, 2000-22(a), #2000-22(b).
ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "Slim" SPEIGHTS, APPROVE PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUMS.
ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
8-09-2000	\$107,027.31	152555 - 152591
8-09-2000	— o —	Void ck#152592

DATE	AMOUNT	CHECK NUMBERS
8-10-2000	(\$61,799.38)	Void Ck#152355
8-10-2000	(\$2,771.22)	Void Ck#152555
8-11-2000	\$135,424.64	295 & 296, 565-568, 88, 192-198
8-14-2000	\$59,062.57	152593 - 152643
8-16-2000	\$217,560.25	152644 - 152791
8-16-2000	\$13,738.50	152792
8-17-2000	\$176,101.61	152793 - 152809
8-17-2000	\$57,591.39	Electronic Transfer - Emp W/H
8-18-2000	(\$100.00)	Void Ck#152556
8-18-2000	(\$100.00)	Void Ck#152591
8-18-2000	\$6,606.28	152810 - 153012
8-22-2000	\$70,835.38	Addendum

15. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B.E. "Slim" SPEIGHTS,
APPROVAL OF PERSONNEL ACTION FORMS (REVISED LIST).
 ALL VOTING YES. (SEE ATTACHED)

17. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B.E. "Slim" SPEIGHTS
**APPROVE ISSUANCE OF TIME WARRANTS FOR THE PURCHASE OF
 PCT #3 - (2) PICKUP TRUCKS AUTHORIZED UNDER BID #2000-09:
 TWO (2) TIME WARRANTS IN THE AMOUNT OF \$ 25,665.00 EACH
 (TOTAL \$51,330.00) WITH A MATURITY OF THREE (3) YEARS AT AN
 INTEREST RATE OF 5.6%.**
 ALL VOTING YES.

18. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "Slim" SPEIGHTS,
**APPROVAL TO RATIFYING TRAINING/SUPPORT AGREEMENT BETWEEN
 NetData AND COUNTY FOR COUNTY CLERK TRUST FUND ACCOUNTING
 SOFTWARE & TRAINING (TO BE PAID FROM COUNTY CLERK'S RECORDS
 MANAGEMENT FUND \$4300.00).**
 ALL VOTING YES. (SEE ATTACHED)

**RECESS - REGULAR SESSION AT 10:25 A.M.
 (20 MIN BREAK)**

RECONVENE INTO REGULAR SESSION AT 10:45 A.M.

16. **WASTE MANAGEMENT WORKSHOP**
RECEIVED REPORTS FROM MARK E. ROTH & DANIEL PONDER OF GOLDER ASSOCIATES AND GRANT A JACKSON OF NAISMITH ENGINEERING INC.
JAMES RICHARDSON - WASTE MANAGEMENT DIRECTOR &
WAYNE KESSLER - RESIDENT ENGINEER, WASTE MANAGEMENT.
19. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B.E. "Slim" SPEIGHTS
APPROVAL TO ADJOURN COURT THIS 22nd DAY OF AUGUST, 2000
AT 1:00 P.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\WP51\COMMCRT.2000\AUG22.WPD

A CONTRACT BETWEEN

JOHN HASTINGS, D.B.A. HASTINGS SALVAGE AND RECYCLING
AND
DEPARTMENT OF WASTE MANAGEMENT
POLK COUNTY, TX.

WHEREAS the Waste Management Department of Polk County, Tx. is in the business of recycling scrap metal and "white goods" from its five collection stations, and

WHEREAS it is the desire of Polk County to control the cost of recycling these goods, and to keep the cost within acceptable limits of good business practices, and

WHEREAS John Hastings is in the business of salvaging and recycling scrap metal and "white goods" and other commodities from his place of business located in Shepherd, Texas.

NOW, THEREFORE, LET IT BE KNOWN that the County, hereafter referred to in that term, and John Hastings, hereafter referred to as the Company, do enter this contract for services of the specified mentioned goods. Under the following terms and agreements:

THE COUNTY SHALL:

1. Provide six (6) 40 yard containers to Hastings, which will be placed at the five collection stations for the purpose of collecting scrap metal and "white goods" for recycling.
2. Make every reasonable attempt to insure that only scrap metal and "white goods" are placed in these containers, and will keep regular household waste and garbage out of these containers.
3. Will charge Hastings \$27.50 for each container (6), designated for this purpose, each month, for a total of \$165.00 per month, due on or before the 10th of each month. This fee represents a rental fee for Hastings exclusive use of these containers for the life of this contract.
4. Will inspect these containers from time to time, but no less than twice a year, to determine that the containers are being kept in good and serviceable condition by Hastings. The County will notify Hastings in writing if said containers need repair, painting, or any other maintenance necessary to guarantee that said containers remain in good condition, and are not unsightly for the use intended.
5. Will notify Hastings of the need to collect and remove a container, at least 24 hours in advance.

HASTINGS SHALL:

1. Collect and remove the containers, within 24 hours of notice of need to remove the containers from the collection sites, with his own truck, and at his expense, and at no cost to the County.
2. Place a replacement container at the site, at the time of collection, to insure continuous service.
3. Maintain the condition and appearance of the containers, in accordance with County's instructions keeping them in a good and reasonable condition, ready for use at all times.
4. Pay the County \$27.50 per container, per month, for the six containers, for a total of \$165.00 per month, on or before the 10th of each month, commencing on the month following the date of this contract. Charges will be prorated for a partial month at the beginning of the contract.
5. Shall be responsible for conforming to all rules and regulations governing scrap metal, white goods, and other commodities, as established by the State and Federal governments. Specifically, Hastings agrees to insure that all units requiring the proper control and disposal of refrigerants from units using this element shall be in conformance with all governmental regulations concerning same. Hastings indemnifies the County from any liability from the misuse or mismanagement of the refrigerants.

TERM OF THE CONTRACT:

Both parties agree that this contract shall be in effect for a term of one year from the date of its Execution. Thirty days prior to the expiration to this contract both Parties shall provide written Notice to the other Party of their intent to renew, or terminate the contract.

HOLD HARMLESS CLAUSE:

Hastings shall provide proof of liability insurance in the amount of \$500,000 to guarantee his ability to pay and be responsible for said activities while contracting with the County.

EXECUTED THIS 22nd DAY OF August 2000

FOR POLK COUNTY

John P. Thompson
JOHN THOMPSON, COUNTY JUDGE

FOR JOHN HASTINGS

John Hastings
JOHN HASTINGS, OWNER

ATTEST:

WITNESS

WITNESS

I, *Barbara Middleton* COUNTY CLERK OF POLK COUNTY, TX DO
HEREBY CERTIFY THAT THE COMMISSIONERS COURT OF POLK COUNTY MET IN A
REGULARLY CALLED SESSION ON *August 22, 2000*, APPROVING THE
AFOREMENTIONED CONTRACT.

Doris Clift, Deputy
COUNTY CLERK

#8

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
AND
Honorable John Thompson, Polk County Judge**

I. PERIOD OF AGREEMENT

The terms of this Memorandum of Understanding (MOU) between the Deep East Council of Governments (DETCOG) and Honorable John Thompson is effective for the period of September 1, 2000 until August 31, 2001.

Either DETCOG or the Honorable John Thompson may propose amendments to this MOU at any time by providing written notice. To become effective, amendments shall require approval of the DETCOG Executive Director, DETCOG STAR Director, and the Honorable John Thompson.

This MOU will assist DETCOG in effectively providing quality services to at-risk youths and their families. DETCOG's policies stipulate that "no youth will be denied services due to refusal of the family to participate in counseling. If the family is unavailable or refuses to participate, the youth will be seen and provided counseling services at school or STAR offices. The following counties are currently provided STAR services: Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, San Jacinto, Shelby, and Trinity.

II. PURPOSE

1. Jointly participate in the development and implementation of Services to At-Risk Youth program "STAR" in the Deep East Texas region, including the most efficient use of the Texas Department of Protective and Regulatory Services (TDPRS) STAR program funds. TDPRS places its highest priority on keeping youths in their homes. (Family Preservation) We will receive referrals from CPS workers, juvenile probation officers, and ISD'S who can refer families to STAR. These agencies will also work with the STAR program to provide training on what type of clients we can work with.
2. Encourage the development of mutual training activities for providers of services to youth personnel at the regional levels, with particular emphasis on prevention techniques, family crisis intervention, and enhancement of client self-determination. This can be achieved whenever there is an opportunity for cross training to assist each agency employee's understanding of the requirements for acceptance in their program.

MEMORANDUM OF UNDERSTANDING

STAR Program

Page 2

3. Coordinate case referral procedures for clients and their families to assure that the most appropriate and least restrictive service is accessible and that confidentiality is maintained.
4. Ensure that staff at the local level coordinate services and work together to carry out the mutual objectives of the two agencies.

III. CONTACT PERSONS

The DETCOG will remain in contact with juvenile and local officials in the counties STAR services are provided. There will be communication as needed or meetings called to provide updates on the STAR program.

IV. CERTIFICATION

The signatures below acknowledge the existence of this MOU between DETCOG and Honorable John Thompson. The collective efforts of each person involved will be a great asset to STAR youths and their families.

BY:

Walter G. Diggles, Executive Director

BY:

Everette Alfred, STAR Director

BY:

Honorable John Thompson, Polk County Judge

#9

**AGREEMENT TO PROVIDE MEDICAL SERVICES
BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND THE COUNTY OF POLK**

This agreement ("Agreement") is made by and between The University of Texas Medical Branch at Galveston ("UTMB") and Polk County, Texas (the "County") for the provision of medical services to the County's eligible indigent population.

NOTE: This Agreement is subject to the provisions of the Texas Indigent Health Care and Treatment Act (the "Act"), *Section 61.001 et seq, Texas Health & Safety Code*. Nothing in this Agreement shall be construed as increasing the County's responsibility for the treatment of indigents, including the dollar limit per individual, beyond that contained in the Act.

I. Definitions – Specific terms used in this agreement are . . .

- 1.1. Eligible Resident:** A County resident meeting the financial criteria outlined by the County. Eligible Residents must:
- 1.1.1. Be listed on the County's approved roster provided monthly on a timely basis to UTMB via Clin Web or sent to the Office of County Affairs, and
 - 1.1.2. Present a valid county identification card to UTMB, and
 - 1.1.3. Have a valid referral from the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
 - 1.1.4. Possess a valid authorization for that visit
- 1.2. Emergency Care:** Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.
- 1.3. Primary Care:** General medical care that is provided by family practitioners, pediatricians, and internal medicine physicians.
- 1.4. Provisional Pay Status:** If the patient is deemed not an Eligible Resident, then fees will be payable based upon their financial position in accordance with UTMB established criteria. Services are contingent upon patient meeting UTMB's financial criteria for their particular status as it relates to the federal poverty level.
- 1.5. Secondary Care:** Specialty medical care or service provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.

1.6. **Tertiary Care:** Health care treatment and services within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Eligibility – The following County residents are covered . . .

Eligible Residents-UTMB will provide Secondary/Tertiary Care for County residents meeting the County's financial criteria and satisfying the requirements of Section 1.1 above. Patients presenting for service without meeting all criteria as outlined in Section 1.1 will be placed in the provisional pay status.

III. Scope of Services – Each contracting party has these responsibilities. . .

3.1. County's Responsibilities:

- 3.1.1. The County agrees to pay fees in accordance with Section IV below for health care services provided to Eligible Residents within sixty (60) days of the invoice date to the UTMB Accounting Department, P.O. Box 4786-762, Houston, Texas 77210-4786.
- 3.1.2. The County shall screen and register patients in accordance with the provisions of the Act and the County's internal procedures in advance of treatment.
- 3.1.3. The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and containing the information in the form identified in Exhibit A. Use this exhibit as a guideline for minimal information requirements.
- 3.1.4. The County shall provide UTMB by the 25th of each month a list of Eligible Residents for the following month and for this purpose may access UTMB Clin-Web on line or send to the Office of County Affairs for entry into the system.
- 3.1.5. The County agrees to refer Eligible Patients through its indigent health care office or a physician designated by the County indigent health care office as able to make referrals.
- 3.1.6. The County agrees to complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.
- 3.1.7. The County shall identify specific indigent health care officials who can make referrals and confirm Eligible Resident status, including

the name, address and phone numbers of County officials for telephone eligibility verification and patient referral.

- 3.1.8. The County shall be solely responsible for arranging for any follow-up medical care including referral form completion for Eligible Residents treated at UTMB, subject to the Texas Indigent Health Care and Treatment Act.
- 3.1.9. All referrals shall contain a valid and unique authorization for each patient encounter.
- 3.1.10. County agrees to pay in accordance with Section IV those emergency room charges for Eligible Residents treated at the UTMB Emergency Room
- 3.1.11. Should a patient's charges exceed the amount of \$30,000, it is the County's responsibility to notify UTMB in writing prior to scheduling and treatment of the Eligible Resident. or the County is responsible for payment of those charges
- 3.1.12. Should a charge be denied on the monthly report, County agrees to document that denial using the Denial Form (Exhibit C) provided with this contract.

3.2. UTMB's responsibilities:

- 3.2.1 UTMB agrees to provide a monthly invoice to the County.
- 3.2.2 UTMB only agrees to provide Specialty and Tertiary Care to Eligible Residents unless the County otherwise requested and authorized in writing subject to medical emergency treatment and available UTMB resources.
- 3.2.3 UTMB agrees to invoice the County solely for Eligible Residents referred to UTMB by the County indigent health care office or a physician designated by the County indigent health care office as able to make referrals. Should a patient appear on the monthly billing who is not an Eligible Resident, the Denial Form (Exhibit C) must be filled out completely and accurately in order to receive credit.
- 3.2.4 UTMB may re-bill County for any denied charge if and when the reason for denial can be rectified.

- 3.2.5 UTMB agrees to provide discharge summaries and consultation reports to the County's indigent health care office if so requested by the County subject to UTMB's confidentiality requirements.
- 3.2.6 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for any follow-up treatment of the referred condition.
- 3.2.7 UTMB agrees to invoice County solely for health care services rendered to Eligible Residents holding the appropriate consultation form as identified in Exhibit B.
- 3.2.8 UTMB agrees to invoice the County indigent health care office monthly for all hospital and physician services.
- 3.2.9 UTMB agrees to use reasonable efforts to inform the County of the cumulative invoiced billed charges.
- 3.2.10 UTMB agrees to provide names, addresses and phone numbers for personnel responsible for arranging for services under this Agreement.
- 3.2.11 UTMB will comply with Federal and State laws regarding emergency services. County residents presenting with non-emergent medical conditions will be referred to the County's indigent health care office for referral in accordance with the provisions of this Agreement.
- 3.2.12 UTMB agrees to provide services for non-emergent, non-eligible residents in accordance with UTMB's Provisional Pay Status.
- 3.2.13 UTMB shall maintain a self-funded program for professional liability coverage for faculty physicians against any liabilities or claims for damages arising by reason of personal injury or death occasioned directly or indirectly by the negligent acts or omissions of UTMB faculty physicians. As an agency of the State of Texas, liability for the tortuous conduct of non physician UTMB employees is provided solely by the provisions of Chapters 101 and 104 of the Texas Civil Practice and Remedies Code.

3.3 Services not UTMB's responsibility:

- 3.3.1 Behavioral Health, including drug and alcohol addiction.
- 3.3.2 Plastic Surgery

- 3.3.3 Oral Surgery
- 3.3.4 Outpatient Pharmacy
- 3.3.5 Transportation to and from UTMB
- 3.3.6 Take Home Medical Supplies
- 3.3.7 Primary Care patients

IV. Fee Schedule – The charges for services will be as follows . . .

- 4.1 UTMB agrees to provide all Eligible Resident services for a fee based on Thirty Four Percent (34%) of UTMB charges.
- 4.2 All patients will be required to pay a co-pay at the time of service.
- 4.3 All patients will be required to pay a co-pay for hospital admissions.
- 4.4 If a patient is unable or unwilling to pay the co-pay at the time of service or hospital admission, the County agrees to pay the co-pay on behalf of the patient through a mutually agreeable voucher system at the time of service or hospital admission as identified in Exhibit D

V. Miscellaneous—Both parties agree to the following . . .

- 5.1 To the extent authorized by the Constitution and laws of the State of Texas, the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County, its officers, employees, and/or agents, including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 5.2 This term of this Agreement shall be from November 1, 2000 through August 31, 2001, regardless of the date of execution. This Agreement may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Should the County terminate, County agrees to honor all appointments and authorizations in existence at the time of termination. Execution of this Agreement shall supercede and replace the previous agreement for indigent health care between County and UTMB.

- 5.3 The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB and the County to attempt to resolve all disputes arising under this Agreement. The County must give written notice to UTMB of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By its execution of this Agreement, the County acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's or the County's immunity from suit. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and any action shall be brought in a court of competent jurisdiction in Galveston County, Texas.
- 5.4 This Agreement constitutes the entire Agreement between the parties. This Agreement may be amended/modified only in writing and signed by both parties.
- 5.5 UTMB agrees to accept County's payment as payment in full for medical services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for medical services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to credit the County for the amount received from the third party payer not to exceed the amount paid by the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents.

VI. Notices. Notices shall be effective only when in writing and addressed as follows. . .

UTMB: Richard S. Moore
Vice President for Business Affairs
UTMB Administration Bldg
Suite 621
Galveston, Texas 77555-0126
409-772-6454

County: John Thompson
County Judge
Polk County Courthouse
Livingston, Texas 77351

COUNTY OF POLK

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON



John Thompson
County Judge

Richard S. Moore
Vice President for Business Affairs

Date: 8/22/00

Date: _____

Exhibit A

Front of Card

<p>County Indigent Care Card No. _____</p> <p>Effective Date: <u>10-01-98</u> Expiration Date: <u>10-31-98</u></p> <p>County Identification No: <u>123456</u> Coverage: _____</p> <p>Name: Mr/Mrs. County Resident</p> <p>Address: 1313 Main Street Your County, Texas 00000</p> <p>Telephone: 409-555-5555</p> <p>Social Security #: <u>111-22-3333</u> Date of Birth: <u>10-23-1949</u></p> <p>Primary Care Provider: <u>Dr. UTMB Physician</u> _____ <i>Signature</i> County Indigent Care Coordinator _____ <i>Signature</i> County Indigent Patients Signature</p>
--

Cards are to be created by the County under contract to UTMB.
 Each card should have a unique number assigned as a security precaution and tracking mechanism.
 Each card should have an original signature by the appropriate representative of the county.
 Each card should have an original signature by the resident
 Each covered family member should have their own card issued. This would replace existing letters.
 Card would need to be 3 1/2" x 2".

Rear of Card

<p align="center">UTMB Contract County Specialty Card</p> <p>Patient Must Present This Card at Time of Registration.</p> <p>Outpatient Co-pay \$ _____</p> <p>Inpatient Co-pay \$ _____</p> <p>This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.</p> <p>All appointments are to be scheduled through the County Indigent Care Coordinator's Office at (409) 560-1111. Only Specialty/Tertiary Care appointments will be made to the University of Texas Medical Branch.</p>
--

Date: _____ Form initiated by: _____ (county/dist.) Ph #: _____ fax #: _____

Faculty/PCP: _____ Provider #: _____ Ph. #: _____ fax #: _____

SCP: _____ Provider #: _____ Ph. #: _____ fax #: _____
(Specialty Physician's Name)

Select appropriate request: Approval for: Procedure [] Referral []
Consultation [] More Visits []

Procedure/Service Requested: _____

CPT: _____

Diagnosis: _____ ICD-9: _____

Symptoms: _____

Pertinent History: _____

Previous Treatments: _____

Current Meds: _____

Treatment Plan: _____

Financial Information

County/District Name: _____ Phone #: _____

County/Dist rep's name: _____ Patient's Phone #: _____

Patient Name: _____ SS#: _____

Authorization #: _____ County #: _____ Case in computer? Y / N

No. of visits approved: _____ Expiration date of approval: _____

Other pertinent information: _____

Appointment made? Y / N

Patient notified? Y / N

Date/Time of Appointment: _____

IF denied, MD notified? Y / N

IF denied, patient notified? Y / N

Authorization obtained by: _____ Date: _____

Write in Patient Information/Affix Label:

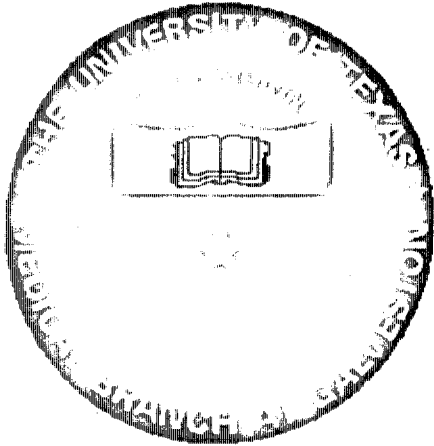
Name: _____

UH#: _____

Contract Care Approval Form

The University of Texas
Medical Branch Hospitals
Galveston, Texas

(Do Not File in Medical Record)

**County Indigent Care Co-Pay Voucher**

Patient Name: _____ Amt. \$ _____

Voucher #: _____ Date: _____

Clinic: _____ Appt Date: _____

County Name: _____ Phone: _____

County Official Signature: _____

Clinics: Please accept this voucher in lieu of co-pay for clinic visits or hospital admissions
 Return voucher to Office of County Affairs, Rt 0804 for billing.
 This voucher is only good for the appointment/admission date above only.
 This voucher is only good in the clinic designated above.

Instructions:

This voucher is to be issued by the county/hospital district for those residents in their program that are deemed to be "pure indigents". This voucher can be for clinic visits (\$12) or hospital admissions (\$100).

Patient Name: Fill in the patients name the way it appears on the referral.
Amount: Enter the amount of the voucher (\$12 or \$100)
Voucher #: Enter a unique number on this form to enable you to reconcile with Your billing. This should be a number that will prevent duplication of The document.
Date: Date the voucher was issued
Clinic: Department where the patient will present the voucher. For admissions write "hospital"
Appt. Date: Date the voucher is to be used. No voucher will be accepted on a date other Than the one on this form.
County Name: Enter the name of your county or hospital district & Phone Number
County Official : Issuing person in the county/district to sign.

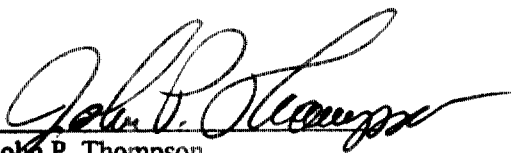
UTMB is not responsible for duplication of this document. UTMB suggest that counties use colored paper (possibly changed each month) and or have numbered forms printed with unique numbering specific to your county and for each visit. The voucher should however retain the same form as the sample above. County is fiscally responsible for all vouchers presented at UTMB.

Any form appearing to be altered may result in the county/district being called to verify the validity of the voucher.

AGREEMENT TO PROVIDE MEDICAL SERVICES
BETWEEN
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND THE COUNTY OF POLK

Addendum #1

If UTMB contracts with another county upon different terms than those included in this Agreement, UTMB will offer those terms to Polk County at its option.



John P. Thompson
County Judge
Polk County, Texas

Date: 8/22/00

Name:
Title:
UTMB Galveston

Date: _____

**CountyChoice® Health Insurance Program
Renewal Response Form**

Please complete this form and return it to TAC as soon as your Commissioners Court approves this renewal. If you would like to consider any changes to your current benefit plan, please check the appropriate box below and fax it to TAC as soon as possible. Thank you for returning this form to TAC, it will help us keep your records accurate and up to date.

Texas Association of Counties
P.O. Box 2131
Austin, TX 78768
1-800-456-5974
Fax: 512-481-8481

Date: 8/22/00

County/Entity: POLK

Group #: 36344 Anniversary Date: 10/1

Completed by: John P. Thompson Phone: (936) 327-6813

Please renew our CountyChoice coverage with our current benefits and the following 3-tier prescription drug copay:

- \$5/10/25
- \$5/15/30
- \$10/20/35
- \$10/25/40

Please renew our CountyChoice coverage with the following changes in benefits.

Please contact me to discuss possible benefit changes for the upcoming year.

We do not wish to renew. Terminate our coverage effective _____
(Must give 30 days notice.) (date)


Signature

8/22/00
Date

POLK COUNTY EMPLOYEE HEALTH INSURANCE

"BlueChoice" FY2001 Renewal
(Premiums effective Oct. 1, 2000)

Employee Child(ren) Spouse Family

Current	339.96	185.52	284.90	441.34
AD&D	6.90			
(PCS)	\$5/10/25			

Plan 1	341.60	185.52	284.90	441.34
AD&D	6.90			
(PCS)	\$5/10/25			
increase/mo.	41.64	22.64	34.74	53.80
/payroll		11.32	17.37	26.90

Plan 2	336.54	182.80	280.70	434.82
AD&D	6.90			
(PCS)	\$5/15/30			
increase/mo.	36.58	19.92	30.54	47.28
/payroll		9.96	15.27	23.64

Plan 3	330.16	179.30	275.36	426.56
AD&D	6.90			
(PCS)	\$10/20/35			
increase/mo.	30.20	16.42	25.20	39.02
/payroll		8.21	12.60	19.51

Plan 4	323.92	175.92	270.18	418.52
AD&D	6.90			
(PCS)	\$10/25/40			
increase/mo.	23.96	13.04	20.02	30.98
/payroll		6.52	10.01	15.49

August 22, 2000

Budget Revision #2000-22

PULASKI COUNTY
By: Bill Law, County Auditor

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-271-000	General Fund Balance		50,000.00	To Cover Other Expenses	781,000.00	831,000.00	50,000.00
010-630-404	Indigent Care	10,000.00		To Cover Indigent Care Expenses	89,061.53	99,061.53	10,000.00
010-401-530	Capital Project-Courthouse			To Cover Brooks Coronado Bill			
010-403-572	Office Furnishing/Equipment		20.00	To Cover Annual Dues	2,500.00	2,480.00	-20.00
010-403-481	Dues			To Cover Annual Dues	130.00	150.00	20.00
010-511-452	Office Equipment			To Cover Travel & Gasoline Expenses	9,898.00	8,820.45	-1,077.55
010-511-330	Furnished Transportation	777.55		To Cover Gasoline/Repair Expenses	4,000.00	4,777.55	777.55
010-511-427	Travel/Training	300.00		To Cover Training Expenses	1,000.00	1,300.00	300.00
010-552-300	Uniforms			To Cover Uniform Expenses	328.02	392.49	64.47
010-552-427	Travel/Training	64.47		To Cover Uniform Expenses	196.98	132.51	-64.47
010-560-428	Special Investigator Training			Monies From Comptroller	850.00	2,372.40	1,522.40
010-560-336	Fingerprint Supplies	1,522.40		To Cover Mobile Phones/Pagers	2,500.00	1,900.00	-600.00
010-560-423	Mobile Phones/Pagers	600.00		Transfer From Fingerprint Supplies	10,568.00	11,168.00	600.00
010-650-490	Annual Library Contributions			To Move To Fire Department Line Item	9,030.00	3,779.95	-5,250.05
010-643-487	Fire Departments	5,250.05		From Library Contributions	93,703.79	98,953.84	5,250.05
010-691-467	Capital Credit Expenditures	26.66		Luftin Meeting	11,195.47	11,222.13	26.66
015-369-100	Reimburse Road Materials			Check From Donald Lehman	-46,929.79	-47,201.11	-271.32
015-621-338	Culverts	-271.32		Check From Donald Lehman	12,101.34	12,372.66	271.32
015-621-461	Equipment Rental	271.32		To Cover Telephone Expenses	500.00	300.00	-200.00
015-621-420	Telephone	200.00		Transfer From Equipment Rental	1,000.00	1,200.00	200.00
015-621-338	Culverts			Transfer To Cover Supply Expenses	12,372.66	11,372.66	-1,000.00
015-621-337	Materials/Supplies	1,620.00		Transfer From Culverts	11,105.85	12,725.85	1,620.00
015-621-354	Tires/Tubes			Transfer To Cover Parts/Repairs	15,500.00	14,580.00	-920.00
015-621-456	Parts & Repairs	300.00		Transfer From Tires/Tubes	35,000.00	35,300.00	300.00
015-369-200	Reimburse Road Materials			Check From Billy J. Jones	-148,846.03	-151,918.03	-3,072.00
015-622-339	Construction/Materials	3,072.00		Check From Billy J. Jones	382,509.59	385,581.59	3,072.00

Approved By: *[Signature]*
Date: (See pg. 2)

[Handwritten Signature]

August 22, 2000

Budget Revision #2000-22

POLK COUNTY
By: Bill Law, County Auditor

015-623-573	Capital Outlay	190,926.38	145,750.00	336,676.38	190,926.38
015-390-623	Loan Proceeds	-190,926.38	-80,000.00	-270,926.38	-190,926.38
015-625-103	Tobacco Monies		60,966.02	47,658.82	-13,307.20
015-623-108	Part-Time Salaries	507.20	36,712.67	37,219.87	507.20
015-623-330	Gas/Oil	4,800.00	37,480.54	42,280.54	4,800.00
015-623-354	Tires/Tubes	1,000.00	14,642.00	15,642.00	1,000.00
015-623-456	Parts/Repairs	7,000.00	109,785.92	116,785.92	7,000.00
015-624-338	Culverts		16,350.00	13,805.59	-2,544.41
015-624-354	Tires/Tubes		12,000.00	9,455.60	-2,544.40
015-624-456	Parts/Repairs	5,088.81	41,000.00	46,088.81	5,088.81
032-271-000	Fund Balance				
032-595-401	State Audit	80,326.21	0.00	80,326.21	80,326.21
032-595-377	Supplies/Materials		26,780.00	25,580.00	-1,200.00
032-595-354	Tires/Tubes	1,000.00	10,000.00	11,000.00	1,000.00
032-595-311	Postage	200.00	1,215.54	1,415.54	200.00
032-595-571	Equipment		3,315.00	1,389.80	-1,925.20
032-595-573	Capital Outlay	1,861.00	203,993.86	205,854.86	1,861.00
032-595-377	Supplies/Materials	63.20	25,580.00	25,643.20	63.20
032-595-573	Capital Outlay		205,856.86	205,327.86	-529.00
032-595-377	Supplies/Materials	529.00	25,643.20	26,172.20	529.00
070-995-400	Legal & Professional Fees	3,735.00	8,750.45	12,485.45	3,735.00
070-995-530	Monitoring Fees	2,797.10	23,322.00	26,119.10	2,797.10
092-699-489	School Payments & Taxes	6,985.33	110,000.00	116,985.33	6,985.33

Total

186,583.98

171,508.49

Approved By:

Date:


8/22/00


August 22, 2000

Budget Revision #2000-22a


POLK COUNTY
By: Bill Law, County Auditor

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-333-100	Unclaimed Capital Credits	10,500.00		To Enter Budgeted Revenue	-19,088.78	-29,588.78	-10,500.00
010-333-100	Unclaimed Capital Credits		✓ 9,629.67	Budgeted Revenue	-29,588.78	-19,959.11	9,629.67
010-457-427	Travel/Training		✓ 700.00	To Cover Equipment Expenses	2,000.00	700.00	-1,300.00
010-457-480	Bonds		✓ 178.00	To Cover Equipment Expenses	178.00	0.00	-178.00
010-457-481	Dues		✓ 12.00	To Cover Equipment Expenses	76.00	64.00	-12.00
010-457-572	Office Furnishing/Equipment	✓ 890.00		Transfers from Various Items	2,000.00	2,890.00	890.00
010-499-487	Tax Statement Expense		✓ 318.00	To Cover Dues Expenditures	31,400.00	31,082.00	-318.00
010-499-481	Dues		✓ 318.00	Transfer From Tax Statement Exp	1,115.00	1,433.00	318.00
010-554-427	Travel/Training		✓ 0.61	To Cover Equipment Purchase	210.50	209.89	-0.61
010-554-572	Equipment		✓ 0.61	Transfer From Travel/Training	789.50	790.11	0.61
015-622-573	Capital Outlay		✓ 520.00	Record Capital Outlay Purchase	463,706.29	464,226.29	520.00
015-622-337	Materials/Supplies		✓ 520.00	Record Capital Outlay Purchase	18,534.00	18,014.00	-520.00
032-595-573	Capital Outlay		✓ 650.00	Record Capital Outlay Purchase	205,327.86	205,977.86	650.00
032-595-377	Materials/Supplies		✓ 650.00	Record Capital Outlay Purchase	26,172.20	25,522.20	-650.00
051-271-000	Aging Fund Balance		✓ 13,000.00	To Cover Current Year Expenses	1,350.00	1,450.00	100.00
051-645-330	Van Gas/Oil	✓ 100.00		To Cover Current Year Expenses	197,000.00	208,000.00	11,000.00
051-645-333	Raw Food	✓ 11,000.00		To Cover Current Year Expenses	4,750.00	5,650.00	900.00
051-645-334	Food Delivery	✓ 900.00		To Cover Current Year Expenses	13,800.00	14,800.00	1,000.00
051-645-440	Electricity	✓ 1,000.00		To Cover Current Year Expenses	1,500.00	1,300.00	-200.00
051-645-427	Travel/Training		✓ 200.00	To Cover Paper Goods Expenses	15,350.00	15,550.00	200.00
051-645-343	Non Food/Paper Goods		✓ 200.00	To Cover Paper Goods Expenses	0.00	9,699.60	9,699.60
085-409-590	Construction Expenditures			Payments for Materials	0.00	9,699.60	9,699.60
085-331-100	Grant Revenues	-9,699.60		EWP Monies	0.00	-9,699.60	-9,699.60
	Total	5,076.61	5,948.94				

was adopted

Approved By: 
Date: 8/22/00

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-455-105	Salaries		√ 826.00	To Cover Part-Time Employee	26,498.48	25,672.48	-826.00
010-455-108	Part-Time Salaries	√ 826.00		New Part-Time Employee	0.00	826.00	826.00
010-511-452	Office Furnishing/Equipment		√ 600.00	To Cover Furnished Transportation	8,820.45	8,220.45	-600.00
010-511-330	Furnished Transportation	√ 600.00		Transfer From Furnished Transportation	4,777.55	5,377.55	600.00
	Total	1,426.00	1,426.00				

Approved By: 
Date: 8/22/00

SCHEDULE OF BILLS PAYABLE

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	43,822.73
015	ROAD & BRIDGE ADM	83,843.88
027	SECURITY FUND	24,528.00
032	ENVIRONMENTAL SERVICES	3,451.87
048	DISTRICT ATTY SPECIAL FUND	231.74
051	AGING DEPT	2,152.01
070	ENV SERVICE - '94 CO ISSUE	1,837.33
083	MUSEUM OPERATING FUND	51.52
101	ADULT SUPERVISION	3,425.77
108	CCP - SURVEILLANCE	741.00
109	SPECIALIZED CASELOAD CCP	339.90
184	JUVENILE PROBATION	324.48
185	CCAP - JUVENILE PROBATION	2,115.54
TOTAL OF ALL FUNDS		107,027.31

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

W. H. LAW
 COUNTY AUDITOR
 JOHN THOMPSON
 COUNTY JUDGE

John P. Thompson

CHECK # 152355

BANK ACCT MAIN
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 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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 05 10 2000 111,799 32
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
 *****1,799 38

TEXAS CO. & DIST. RETIREMENT
 P. O. BOX 2034
 AUSTIN TX 78768-2034

CHECK # 152355



CHECK # 152555

BANK ACCT: MAIN 08/10/2000 \$2,771.22
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

*****771 22

ALABAMA-COUSHATTA INDIAN NATION VOL
FIRE DEPARTMENT
PT. 3 BOX 640
LIVINGSTON TX 77351

CHECK # 152555

010-543-487 GENERAL FUND 2ND PY 1,385.61
010 543 487 GENERAL FUND 3RD PY 1,385.61

*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***

John P. Thompson

SCHEDULE OF PAYABLES

FUND	DESCRIPTION	DISBURSEMENTS
012	ELECTED OFFICIALS FEE ACCOUNT	1,000.00
028	POLK COUNTY HISTORICAL COMM	117.90
084	BIG THICKET BRIDGE PROJECT	12,854.84
092	AVAILABLE SCHOOL FUND ACCT	102,182.83
	TOTAL OF ALL FUNDS	116,155.57

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

W. H. LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

John S. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	52,149.56
015 ROAD & BRIDGE ADM	1,517.00
027 SECURITY FUND	60.00
032 ENVIRONMENTAL SERVICES	1,200.09
047 DISTRICT ATTY HOT CHECK FUND	407.73
051 AGING DEPT	2,301.73
088 JUDICIARY FUND	1,081.07
093 CO CLERK RECORDS MGMT FUND	345.06
TOTAL OF ALL FUNDS	59,062.57

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

W. H. LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

John H. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	55,549.24
015	ROAD & BRIDGE ADM	34,933.05
032	ENVIRONMENTAL SERVICES	104,372.77
040	LAW LIBRARY FUND	1,030.60
049	DISTRICT ATTY NOT CHECK FUND	112.67
051	AGING DEPT	12,575.78
061	DEBT SERVICE FUND	5,665.35
093	CO CLERK RECORDS MGMT FUND	1,015.02
094	COUNTY RECORDS MGMT FUND	1,302.75
TOTAL OF ALL FUNDS		217,560.25

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

W. H. LAV

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

William H. Lav

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	13,738.50
TOTAL OF ALL FUNDS	13,738.50

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED BY ME.

W. H. LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS TO BE PAID

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	102,471.56
015	ROAD & BRIDGE ACB	27,499.87
027	SECURITY FUND	901.29
032	ENVIRONMENTAL SERVICES	7,436.43
046	DISTRICT ATTY SPECIAL FUND	380.53
051	AGING DEPT	6,002.17
083	MUSEUM OPERATING FUND	293.97
101	ADULT SUPERVISION	17,389.24
104	DTP - CSR	183.01
108	CCP - SURVEILLANCE	2,000.57
109	SPECIALIZED CASELOAD CCP	988.70
184	JUVENILE PROBATION	2,550.86
185	CCAP - JUVENILE PROBATION	5,913.21
	TOTAL OF ALL FUNDS	175,101.61

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

*W. H. Law**John P. Thompson*

DATE 08/17/2000

ELECTRONIC FEDERAL TAX PAYMENTS

YCH031 PAGE 1

REF # VEN # VENDOR NAME

AMOUNT

ACH120 FIRST STATE BANK

\$57,591.39

TOTAL AMOUNT \$57,591.39

2000 010-202-100 SALARIES PAYABLE	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	22,561.46
2000 010-400-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	182.97
2000 010-402-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	182.97
2000 010-403-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	479.26
2000 010-404-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	746.88
2000 010-405-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	487.04
2000 010-406-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	151.26
2000 010-407-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	131.91
2000 010-408-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	126.78
2000 010-409-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	126.78
2000 010-410-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	243.43
2000 010-411-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	744.26
2000 010-412-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	176.12
2000 010-413-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	991.66
2000 010-414-201 SOCIAL SECURITY	FICA/WH PPE 0801500 08182000	08/18/00 N N 11	148.94
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John P. Thompson

CHECK # 158554

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010-560-428 GENERAL FUND
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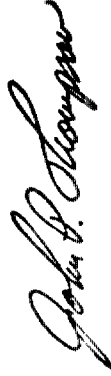
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BANY ACCT MAIN 08/18/2000 \$100.00
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WALLER/ JAMES P

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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	5,719.79
015 ROAD & BRIDGE ADM	242.95
027 SECURITY FUND	12.56
032 ENVIRONMENTAL SERVICES	267.75
049 DISTRICT ATTY HOT CRED. FUND	78.96
051 ASING DEPT	19.18
061 DEBT SERVICE FUND	225.00
TOTAL OF ALL FUNDS	5,606.28

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

W. H. LAU

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. H. Lau

John P. Thompson

Addendum Schedule of Bills for Court Dated 8/22/2000
 FY 2000

GSC Surplus Property	\$829.00	Road & Bridge 3
C & B Repair	\$2,996.00	Road & Bridge 3
Anglin Tire Service	\$474.00	Road & Bridge 3
Diamond Cleaning Equip Co, Inc.	\$1,006.77	Road & Bridge 3
Lufkin Rubber & Gasket Co., Inc.	\$119.69	Road & Bridge 3
A to Z Tire	\$492.86	Road & Bridge 3
MKS Industrial Arts	\$1,100.00	Road & Bridge 3
East Texas Truck & Mill Supply	\$244.33	Road & Bridge 3
Reinhardt Auto Parts	\$290.35	Road & Bridge 3
Mustang Tractor & Equipment Co.	\$1,124.44	Road & Bridge 3
Hughes Oil Company	\$2,663.58	Road & Bridge 3
County & Dist Clerk's Assoc.	\$80.00	County Clerk
Pinto Construction	\$3,660.80	Road & Bridge 1
Polk County Tractor Supply	\$79.86	Road & Bridge 1
Jimmy's Auto Parts	\$54.95	Road & Bridge 1
Commercial Billing	\$56.52	Road & Bridge 1
Chuck's Diesel Service	\$72.50	Road & Bridge 1
Texas Dept of Transportation	\$410.00	Road & Bridge 1
Triangle Laser Charge, Inc.	\$620.00	Road & Bridge 1
Lufkin Pathology Lab	\$720.00	Autopsies
Darryl Hartless	\$150.00	Sheriff Department
Doug Phillips	\$100.00	Sheriff Department
Brandon Lovell	\$140.00	Sheriff Department
Boe Gallaway	\$100.00	Sheriff Department
Hilton Inn	\$326.90	Sheriff Department
Public Agency Training Council	\$675.00	Sheriff Department
John Thompson	\$26.66	Capital Credit Exp.
Ecolab	\$192.19	Jail
Galls	\$64.47	Constable Pct 2
George DeLoach	\$1,405.10	Indigent Care
Brooks Coronado Assc.	\$5,866.45	Commissioner's Court
Bill Jones	\$900.00	Commissioner's Court
Southeast Texas RC & D	\$500.00	Commissioner's Court
Alcohol & Drug Abuse Co. OF DET	\$2,500.00	Commissioner's Court
Hydrex Environmental	\$6,532.10	CO Issue
Burke Center	\$175.00	Pauper & Lunacy
Cherokee County	\$288.00	Pauper & Lunacy
James Richardson	\$15.78	Waste Management
Onalaska Tire Center	\$7.00	Waste Management
Molly Locke	\$200.06	Social Services
Don Maxwell	\$285.00	Maintenance
Holiday Inn South	\$322.00	Maintenance
Pinto Construction	\$32,230.41	Road & Bridge 2
East Texas JPCA	\$25.00	JP 2
North Texas JP&CA	\$20.00	JP 2
C.T. Jones Insurance	\$318.00	Dishonesty Bond
Wal-Mart	\$509.61	Constable Pct 4

TOTAL \$70,835.38

John P. Thompson

DATE: AUGUST 09, 2000 THROUGH AUGUST 22, 2000

NO	EMPLOYEE	DEPT	JOB	TYPE OF	SALARY GROUP	ACTION TAKEN
(1)	JOAN ATCHLEY	ROAD & BRIDGE PCT #1	#103 SECRETARY	REGULAR FULL-TIME	122 \$18,665.43	DISMISSAL EFFECTIVE 08/09/0000
(2)	LYNN CLAMON	ROAD & BRIDGE PCT #3	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	143 \$21,132.90	NEW-HIRE EFFECTIVE 08/21/0000
(3)	ANTHONY LOWRIE	SHERIFF	#1037 DEPUTY SHERIFF	REGULAR FULL-TIME	167 \$22,191.89	RE-HIRE EFFECTIVE 08/09/2000
(4)	PAUL M. TRULLINGER	EMERGENCY MANAGEMENT	#102 SECRETARY	TEMPORARY PART-TIME	9(1) \$7.56	NEW-HIRE EFFECTIVE 08/16/0000
(5)	LYNDOH ALEC	ROAD & BRIDGE PCT #4	#108 HEAVY EQUIPMENT OPER	REGULAR FULL-TIME	147/1 \$35,745.42	MERIT INCREASE TO 147/2 \$35,390.52 EFFECTIVE 08/09/0000
(6)	JOHNNY ATKINSON	ROAD & BRIDGE PCT #4	#108 HEAVY EQUIPMENT OPER	REGULAR FULL-TIME	144 \$21,650.63	MERIT INCREASE TO 146 \$22,756.89 EFFECTIVE 08/20/0000
(7)	JOHN GRAYSON	ROAD & BRIDGE PCT #4	#108 HEAVY EQUIPMENT OPER	REGULAR PART-TIME	143 \$10.16	MERIT INCREASE TO 145 \$10.67 EFFECTIVE 08/09/0000
(8)	DARRELL HON	ROAD & BRIDGE PCT #4	#108 HEAVY EQUIPMENT OPER	REGULAR FULL-TIME	147/1 \$20,120.96	MERIT INCREASE TO 147 \$21,132.90 EFFECTIVE 08/20/0000
(9)	DOUG JAMES	ROAD & BRIDGE PCT #4	#108 HEAVY EQUIPMENT OPER	REGULAR FULL-TIME	144 \$21,650.63	MERIT INCREASE TO 148 \$22,756.89 EFFECTIVE 08/20/0000
(10)	CLARENCE OVERSTREET	ROAD & BRIDGE PCT #4	#115 FOREMAN 11	REGULAR FULL-TIME	186 \$27,722.22	MERIT INCREASE TO 188 \$28,110.86 EFFECTIVE 08/09/0000
(11)	EARNEST STEPHENS	ROAD & BRIDGE PCT #4	#109 LIGHT EQUIPMENT OPER	REGULAR FULL-TIME	132 \$20,120.96	MERIT INCREASE TO 134 \$20,615.16 EFFECTIVE 08/20/0000
(12)	RALPH WESTCOTT	ROAD & BRIDGE PCT #4	#109 LIGHT EQUIPMENT OPER	REGULAR FULL-TIME	132 \$19,626.76	MERIT INCREASE TO 135 \$20,120.96 EFFECTIVE TO 08/20/0000
(13)	OWNEY RAY WIGGINS	ROAD & BRIDGE PCT #4	#108 HEAVY EQUIPMENT OPER	REGULAR FULL-TIME	147/1 \$20,120.96	MERIT INCREASE TO 147 \$21,132.90 EFFECTIVE TO 08/20/0000
(14)	ROBERT THOMAS	SHERIFF	#1037 DEPUTY SHERIFF PATROL	REGULAR FULL-TIME	162 \$23,321.49	PROMOTION TO #1035 - DETECTIVE - 1871 \$24,496.16 EFFECTIVE 8/20/00
(15)	VERNON LOFTIN	EMERGENCY MANAGEMENT	#102 SECRETARY	TEMPORARY PART-TIME	9(1) \$7.56	NEW HIRE EFFECTIVE 8/22/00
(16)	KATHRYN (DIANE) KILBERLIN	ROAD & BRIDGE PCT #1	#103 SECRETARY #	REGULAR FULL-TIME	12/1 \$16,238.30	NEW HIRE EFFECTIVE 8/20/00
(17)	PENNY NELSON	VETERANS SER & J.P. #1	#105 DEPUTY CLERK	REGULAR FULL-TIME	10/1 \$16,520.37	RESIGNATION EFFECTIVE 8/22/00
(18)	DENNIS WIREN	WASTE MANAGEMENT	#904 COLLECTION ATTENDANT	LABOR POOL	UNCLASSIFIED \$5.15	NEW-HIRE EFFECTIVE 08/24/0000
(19)	CYNTHIA SLADE	SHERIFF DEPARTMENT	#1043 TELECOMMUNICATION OPER	LABOR POOL	13/1/1 \$8.55	TRANSFER TO JP#1 #105 DEPUTY CLERK 10(1) \$7.94 EFFECTIVE 08/22/0000
(20)	WILLIAM F GLASS	ROAD & BRIDGE PCT #1	#106 HEAVY EQUIPMENT OPER	REGULAR FULL-TIME	142 \$21,132.90	TRANSFER TO ROAD & BRIDGE PCT #3 HEAVY EQUIP 145 \$21,132.90 EFFECTIVE 08/29/0000
(21)						

ADDITIONALS

Ric Pitt

#18

COPY



We're Making Sure...

P.O. Box 422
Sulphur Springs, Texas 75483
(903) 885-0818 • FAX (903) 885-1604

Training/Support Agreement

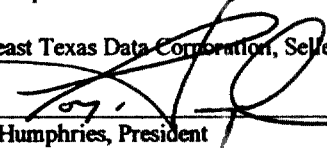
THE STATE OF TEXAS:
COUNTY OF HOPKINS:

This Agreement is made and entered into on this the 25 day of July, 2000 by and between The Northeast Texas Data Corporation (hereinafter referred to as Seller), with its principle place of business in Sulphur Springs, Texas, and Polk County (hereinafter referred to as Buyer), with its principle place of business in Livingston, Texas.

1. Seller agrees to furnish to Buyer designated training time in the amount of 8 hours to educate employees of Buyer in the use of the NET Data application software purchased from Seller.

	<u>Training Hours</u>
Trust Fund Accounting	8
 Total	 8

2. Seller further agrees to provide date file conversion services to the extent that is normal and customary to convert existing electronic information for use with the new software system.
3. In consideration of the above mentioned services, Buyer agrees to pay to Seller the sum of **\$800.00** upon installation of said software system. Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County.
4. Buyer, recognizing that additional training services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for services rendered.

The Northeast Texas Data Corporation, Seller
 by: 
 Tory Humphries, President

POLK COUNTY
 by: 
 Polk County Judge

LICENSE AGREEMENT

THE STATE OF TEXAS:
COUNTY OF HOPKINS:

This Agreement is made and entered into on this the 25th day of July, 2000 by and between The Northeast Texas Data Corporation (hereinafter referred to as "Licensor"), with its principal place of business in Sulphur Springs, Texas, and Polk County (hereinafter referred to as "Licensee"), with its principal place of business in Livingston, Texas.

RECITALS

A. Licensor has developed certain computer programs and operating manuals, known collectively as:

Trust Fund Accounting

hereinafter called the "System". The System incorporates application programs intended for use on the IBM AS/400 Computer.

B. Licensee desires to use the System as an End User.

WITNESSETH

1. LICENSE. Licensor hereby grants and Licensee hereby accepts upon the terms and conditions set forth herein, a nonexclusive, nontransferable, nonassignable license to use the System for Licensee only.

2. TERM. This Agreement shall be in full force and effect perpetually from date of approval of this Agreement by the governing board of Licensee.

3. USE OF THE SYSTEM.

A) The license granted under this Agreement authorizes Licensee to use the System in matching readable form on one or more processing units owned by licensee, hereinafter referred to as "Unit". For purpose of the Agreement "use" includes Licensee's copying of any portion of the System for Licensee's sole use, including instructions or data from storage units or media into Unit for processing.

B) Licensee agrees that its rights to use the System are nonexclusive and that Licensor may license others to use this System.

C) Because of compatibility requirements, Licensee acknowledges that the System is intended for use in conjunction with the IBM AS/400 Computer that System is licensed to be used on. Licensor does not warrant its use in conjunction with any physical equipment.

D) Licensee acknowledges that it has examined the System and that it is adaptable to Licensee's intended purpose. Licensor does not warrant the adaptability of the System to Licensee's intended purpose.

E) Licensee acknowledges that the System, and all portions or aspects thereof, expressly including all ideas and expression of System are confidential and proprietary information. Licensee agrees that it will not provide or make available to third parties the System or any part thereof, including any physical embodiment thereof, or any materials supplied by Licensor in connection therewith. As hereinafter provided, Licensee shall take all steps necessary to protect the confidentiality of the System and the proprietary rights of Licensor.

F) Except as required for Licensee's own use, Licensee shall not copy or duplicate, in whole or in part, the System, or any part thereof, provided under this Agreement. Licensee may copy any user manuals or programs provided by Licensor in such quantities as may be reasonably required for operation of the System within the scope of this Agreement.

G) Licensee shall keep the System and any tapes, diskettes or other physical embodiments thereof, and materials supplied thereunder in conjunction therewith, and all copies thereof, at a secure location. Licensee will limit access to all of the same to those of its employees who must have such access in order to enable Licensee to use the System, and will store the same in a secure place while it is not being so used, and will take such other precautions as are reasonably necessary to prevent access thereto by persons not authorized by the terms of this Agreement to have such access.

H) Licensee shall notify Licensor of the circumstances known to Licensee surrounding any unauthorized possession, use or knowledge of the System, or any part thereof, or any physical embodiment thereof, or material in connection therewith, which is supplied to Licensee hereunder.

I) The Licensee shall receive a current copy of the source code at the time of installation. Licensee is entitled to all modifications and enhancements to the source code as long as a "Maintenance Agreement" with Licensor is in effect. Licensee may choose a vendor other than Licensor to assume responsibilities of proper modifications at any point in time.

4. CONSIDERATION. The price of the system shall be a one time charge of \$3,500. Such fee shall be paid in cash to Licensor at Sulphur Springs, Hopkins, Texas, within fifteen days from the date that System is delivered to Licensee.

5. PERMISSION TO MODIFY SYSTEM. Licensee may modify the System for Licensee's use; provided that the System, however modified, shall remain the proprietary property of Licensor. Licensee agrees that Licensor has no responsibilities in regard to such modifications and may choose to disregard them entirely.

6. ADDITIONAL RESPONSIBILITIES OF LICENSEE. Licensee shall be exclusively responsible for the supervision, management, and control of its use of the System, including, but not limited to: a) assuring proper machine configuration and operating methods; b) establishing adequate backup plans, based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch and repair System defects in the event of System malfunction; and c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of malfunction.

7. RISK OF LOSS. If the System is lost or damaged as a result of shipment or any act of God including damage from loss of fire, water, theft, vandalism, riot, explosion, civil uprising or war, or any other like act of which is commonly referred to as an act of God, the Licensor will replace the System and the program storage media for no additional charge to Licensee other than a reasonable payment to Licensor for its actual time and expense in the replacement of the lost or damaged System.

8. LIMITED WARRANTY.

A) Licensor warrants that the System will conform to the computer programs and manuals presently in use by other local governments who have purchased the system from Licensor.

B) Licensor warrants that it has the right to confer the license of the System.

C) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

D) Licensor's liability for damages, regardless of the form of action, shall not exceed the price paid by Licensee for the System.

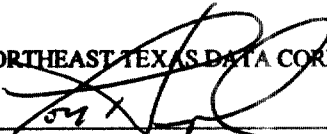
E) IN NO EVENT WILL LICENSOR BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

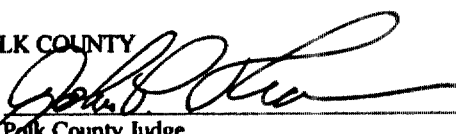
F) Licensee shall be fully and exclusively responsible for the accuracy of information obtained from use of the System, and the use of such information.

9. TERMINATION. In the event Licensee shall abandon the use of the System, this agreement shall automatically terminate. Licensee shall forthwith notify Licensor of such abandonment. Abandonment is defined herein as the voluntary failure to use the System for a period of sixty days or more. An involuntary nonuse of the System due to mechanical failure or otherwise, will not be construed as an abandonment.

10. ENTIRE AGREEMENT. This agreement sets forth the entire agreement between parties with respect to the subject matter hereof, and all oral or written representations, warranties, agreements and/or inducements relating to this Agreement and/or its subject matter, prior to the execution hereof, have been included herein, or to the extent not so included, shall be deemed fully performed and discharged or deliberately omitted. No provision hereof may be waived, modified or superseded, except in writing signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. This agreement is performable in Marion County, Texas.

THE NORTHEAST TEXAS DATA CORPORATION
by: 
Tory Humphries, President

POLK COUNTY
by: 
Polk County Judge

**REVIEW OF THE SOLID WASTE
MANAGEMENT SYSTEM
POLK COUNTY, TEXAS**

Submitted To The

**POLK COUNTY COMMISSIONERS' COURT
POLK COUNTY, TEXAS**

AUGUST 2000

Prepared By

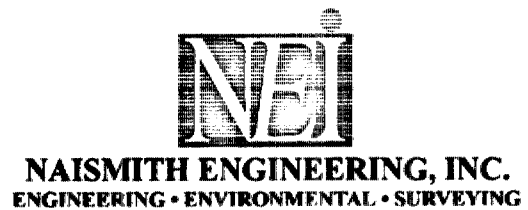


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Figure 1 General Location Map

Figure 2 Layout of Existing Facility

Figure 3 Present Expansion Plans

Figure 4 Waste Segregation at Existing Facility

Figure 5 Project Team's Proposed Expansion

Appendix A Citizen Collection Station Information

Appendix B Landfill Equipment List

1. INTRODUCTION

The Polk County, Texas Commissioner's Court (County) and its outside legal counsel, Mayor, Day, Caldwell & Keeton, L.L.P. (Mayor Day), retained a team of professionals to review Polk County's Solid Waste Management System (System). This project team included solid waste professionals from Golder Associates Inc. (Golder) and Naismith Engineering, Inc. (Naismith)

This report describes the project team's scope of work and the various System components, and provides recommendations for maximizing the value of these components. Recommendations are also provided regarding privatization of the System components or operations and permitting a large, regional solid waste management facility.

The project team would like to acknowledge the assistance of Mr. James Richardson, Polk County Solid Waste Administrator, and Mr. Wayne Kessler, P.E., the County's consulting engineer. During the course of the review, Mr. Richardson and Mr. Kessler provided valuable insight on the goals and objectives of the County, as well as on the history of the County's solid waste operations. Their previous work relative to the County's solid waste operations to date provided a good foundation for this review.

2. SCOPE OF WORK

2.1. Objectives

The County requested that the project team review the System to determine strategies to maximize its value. Specifically, the review was to be conducted using two different perspectives: 1) continued operation of the System by the County, and 2) purchase or operation of all or part of the System by a private solid waste firm. Each of these two (2) perspectives requires a different evaluation approach. The review was also conducted to evaluate whether, and if so, how the County should pursue privatization of all or part of the System.

If the County is to continue to operate the System, the primary objectives are as follows:

- Ensuring reliable, long term disposal capacity for the citizens of Polk County.
- Configuring the System to maximize utilization of disposal capacity.
- Minimizing capital outlay and operating costs.
- Structuring fees to cover short term and long term obligations.

If the County wishes to position the System to make it attractive for purchase by or operational contract with a private solid waste firm, the primary objectives are as follows:

- Ensuring reliable, long term disposal capacity for an expanded market area.
- Configuring the System to maximize utilization of disposal capacity.
- Providing a full range of services.
- Minimizing long term environmental liability.

Golder Associates Inc.

Naismith Engineering, Inc.

- Structuring fees to make a profit.

2.2. Tasks

To perform their evaluation, the project team completed the following tasks:

- Reviewed documents available from the Texas Natural Resource Conservation Commission (TNRCC), the state agency that regulates municipal solid waste activities;
- Conducted meetings with various County officials and agents to gain insight on the solid waste management goals and the current operations of the System. Specific individuals with whom the project team met included the Honorable John Thompson, Roliff Purrington (Mayor Day), County Commissioner Bobby Smith, County Solid Waste Administrator James Richardson and the County's consulting engineer, Wayne Kessler, P.E.
- Reviewed documents available from the County.
- Conducted site visits to observe the components and their respective operations.
- Performed an evaluation of the various components of the Polk County Solid Waste Management System.
- Prepared a written report outlining the details of the review and recommending approaches to allow the County to maximize System value.

3. COMPONENTS

The System consists of different components, including Citizen Collection Stations, a Commercial Container Fleet, an existing Solid Waste Management Facility (Facility), a sixty (60) acre tract adjacent to the Facility, and a 220 acre tract across the road from the Facility. A detailed description of each follows.

3.1. Citizen Collection Stations

The County presently owns and operates five (5) Citizen Collection Stations (CCS's) at various locations throughout the County. The general location of each CCS is depicted on the map presented in Figure 1. Each CCS consists of a covered drop off area and various containers to hold different types of materials. Paper and cardboard products are accepted for recycling at no charge. White goods (refrigerators, stoves, etc.) are accepted for recycling. Wastes, including municipal solid waste (MSW), construction demolition debris (CDD) and yard wastes, are accepted for disposal in various types of containers.

Based on a review of the data for waste received at the landfill in fiscal year 1999, the CCS's received 21,230 cubic yards of waste. This constitutes approximately twelve percent (12%) of the total wastes sent to the Facility. The Highway 190W CCS and the Onalaska CCS account for approximately seventy three percent (73%) of all the waste received at the CCS's, while the remaining three (3) CCS's (Highway 146, Union Springs, and Richardson Road) account for the remainder.

Each CCS is operated using the "pay as you throw" principle. People using the CCS pay a set fee for each bag or container of waste that they leave. These fees are established for each size container based on a rate of \$5.92 per cubic yard. For example, the cost for a 50 gallon (large lawn type) garbage bag is \$1.00. The stations are operated on a cash basis, eliminating the need for billing and subsequent collections. Since, the tipping fee at each CCS is presently the same as the tipping fee at the Facility, the CCS's do not generate any additional revenue to account for the cost of operating the CCS or transportation from the CCS to the Facility.

The CCS's are staffed by nine (9) part-time attendants. One (1) full-time employee and one (1) part-time employee serve as truck drivers that transport materials from each CCS to the County's landfill for disposal. County owned vehicles are used to transport the individual containers filled with waste to the landfill once they have been filled.

Information pertaining to the days and hours of operations and a more complete listing of recycling/disposal rates at the CCS's is contained in Appendix A.

3.2. Commercial Container Fleet

The County's commercial container fleet (Fleet) consists of two (2) hauling trucks and a variety of twenty (20), thirty (30), and forty (40) cubic yard roll-off containers. These containers are used to provide on-site waste collection service to the public. Container rental includes delivery, removal, and disposal of the contents at the Facility. There are also several private companies that provide this service within the County. By providing the commercial container services, the County is able to ensure delivery of these wastes to their own facility and eliminate the possibility that a private waste hauler may dispose of the waste at another facility.

The commercial container fleet is also used to transport waste from the CCS's to the Facility.

3.3. Solid Waste Management Facility

The County's existing solid waste management facility (Facility) is a Type I Municipal Solid Waste Management facility, operating under TNRCC Permit No. MSW 1384.¹ The Facility occupies approximately seventy one (71) acres on the north side of Farm to Market (FM) 942, approximately three (3) miles west of the intersection of U.S. Highway 59 and FM 942, near Leggett, in Polk County. Features include a site entrance, gatehouse, several landfill cells, and a material recovery area. The facility accepts MSW, CDD, yard waste, certain non-hazardous industrial wastes, sludges and other special wastes. The location of the Facility is depicted on the map in Figure 1. A general layout of the Facility is presented in Figure 2.

The Facility was originally permitted in 1981. Of the total 71 acres, approximately 60 acres were available for waste disposal. Currently, there are only approximately four and one-half (4-½) acres of the 60 acres that has not received any wastes. This area was originally slated to be the first landfill cell with a composite liner and leachate collection system. However, this

cell has not been constructed because the County is evaluating whether it should be developed as a Type IV cell, used for the disposal of CDD.

The initial design of the Facility indicated that the site life was to be approximately 20 years. The facility has accepted waste for 18 years. A current estimate by the County indicates that the Facility has a remaining site life of about 1.5 years.

Records indicate that the average depth of excavation is approximately 30 feet below grade and the average aerial fill height is approximately 33 feet above grade. The final cover system will typically consist of a minimum of 18 inches of compacted clay cap overlain by 18 inches of protective cover and 6 inches of topsoil suitable for establishing vegetative cover. The proposed landfilling method will be a combination of area-excitation fill followed by aerial fill to the proposed final contour level.

The current waste disposal area being used has been in service for a number of years and does not have a composite liner. Hydro-mulch is used as an alternate daily cover (ADC). Once a week, the working face is covered with soil.

The Facility has set operating hours in which waste is accepted and operates, on average, 284 days per year. The current gate rate for disposal is \$5.92 per cubic yard. Personnel classified as fulltime employees include: the Solid Waste Administrator, a Landfill Supervisor, an Office Manager, and Enforcement Officer, a Landfill Clerk and four (4) Heavy Equipment Operators. Part time positions are limited to one (1) Landfill Clerk. Equipment available for operation of the facility includes a compactor, several bulldozers and other miscellaneous pieces for support. A complete listing of all equipment is contained with Appendix B.

There are two areas where landfill gas has migrated off-site. (Refer to Figure 2) This gas is a natural byproduct of the decomposition of organic material in the landfill. The first area is along the mid portion of the northern boundary. The gas plume extends into the adjacent 60 acre tract currently owned by the county. The second area is along the mid portion of the southern boundary. This southern landfill gas plume extends across FM 942 onto the adjacent 220 acre tract.

3.4. Sixty Acre Tract

The County owns approximately sixty (60) acres of land that is contiguous to the northern boundary of the Facility. Currently the County is evaluating whether to expand the landfill operations into this area. County personnel indicated that most of the planning for this expansion had already been completed. Expansion plans, as depicted on the site layout presented in Figure 3, call for two (2) individual disposal cells with a total disposal capacity of approximately 800,000 cubic yards.

3.5. 220 Acre Tract

The County owns approximately 220 acres of land across from the Facility on the south side of FM 942. Approximately 50 acres of this 220 acre tract is a closed landfill (TNRCC MSW Permit No. 0004) which the TNRCC records indicate is expired. Information in the TNRCC files in Austin indicates that this closed landfill had been operated by the County. Currently the County is evaluating whether to obtain a permit for a large regional solid waste facility on this tract.

County personnel indicated that a significant amount of preliminary work had been performed on this site in anticipation of submitting a permit application to the TNRCC. This work included evaluating the site to ensure that it was suitable for a solid waste facility.

3.6. Property Purchase Options

Although not a confirmed asset, County personnel also indicated that preliminary discussions have taken place regarding a purchase option on another 350 acres adjacent to the 220 acre tract. This would make a total of 570 acres available for development.

4. REGIONAL CONSIDERATIONS

The Facility is located within the planning region of the Deep East Texas Council of Governments (DETCOG) which includes Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, Shelby, San Augustine, San Jacinto, Trinity and Tyler Counties. As identified in the DETCOG's Regional Solid Waste Management Plan², the Facility is one of four (4) regional solid waste facilities.

The DETCOG Plan currently projects that these facilities provide adequate disposal capacity for the region for approximately 84 years. However, a majority of this capacity is located at the Waste Management, Inc. landfill located in Newton County. This facility also receives over half of its waste from outside the DETCOG planning region. The DETCOG plan also indicates that most of the planning region (except Jasper and Newton counties) utilizes one of the public landfill facilities, including the Polk County Facility. Since the area served by the Newton County landfill contains only about fourteen percent (14%) of the planning region's population, the seemingly large remaining capacity of this one facility gives an unrealistic picture of true remaining disposal capacity in the region. The data contained in the DETCOG plan indicates that additional disposal capacity will be needed in the future, particularly in the southern and western portions of the planning region.

5. OPINIONS AND RECOMMENDATIONS TO MAXIMIZE VALUE

This section provides a short overview of our opinion of each component of the System and makes recommendations to maximize the value of each. The recommendations were made from

Golder Associates Inc.

Naismith Engineering, Inc.

two perspectives. The first perspective addresses maximizing the value of each component assuming continued operation by the County. The second perspective addresses maximizing the value of each component to make it attractive to a private solid waste company. Recommendations are further categorized as either business or technical.

5.1. Citizen Collection Stations

The CCS's as a whole appear to meet the needs of the County's population that does not currently have collection services available to them. Based on our review of the data, the CCS's handle only about twelve percent (12%) of the total volume of waste sent to the Facility.

In evaluating this component of the System, there were no significant differences considered between the public sector and the private sector. The following are recommendations for maximizing the value of the Citizen Collection System:

5.1.1. Business Recommendations

1. **Adopt a strategy and schedule to allow for the operations and transportation costs to be recouped.** Because the tipping fee at each CCS is presently the same as the tipping fee at the Facility, the CCS's do not generate any additional revenue to account for the cost of operating the CCS and transporting the waste from the CCS to the Facility. The County should adopt a strategy and schedule to allow for the transportation cost to be recouped, while acknowledging that excessive fee increases at the CCS's may have undesired consequences, such as an increase in illegal dumping. At minimum, each station should be operated in a fashion to break even on capital and operational costs. Each CCS should be self-sufficient in terms of costs. CCS's that are determined to be economically infeasible should be closed.
2. **Provide the same service character at each CCS.** Citizens should be able to dispose or recycle all waste types at any of the CCS's.
3. **Explore setting up CCS's outside the County.** Using the Highway 190W CCS as a model, the County could develop inter-governmental agreements to provide waste collection and disposal services for areas outside of Polk County. This could result in more efficient utilization of the County personnel and equipment, securing additional waste volumes for the Facility, and securing additional revenue for the County.
4. **Develop specific goals for recycling.** Currently the County recycles white goods and paper products. Items such as plastics, metals, and glass can also be recycled. Recycling can reduce the amount of waste going to the Facility, thereby extending its life. However, recycling generally costs more than disposal. While many recycling operations will accept the materials at no charge, the County would be responsible for the cost of transporting the material to the recycling facility. In addition, there may not be a feasible recycling facility available for some materials. Before establishing

specific recycling goals, the County should identify specific recycling companies (i.e. companies that purchase, trade or accept recyclable materials) and establish definitive service contracts. One example of this is the County's existing relationship with Donohue Paper. This will ensure that the County accounts for the true cost of recycling.

5.1.2. Technical Recommendations

1. Evaluate each CCS to ensure that it is located to provide adequate access to people who do not have collection services available. To provide the most efficient access, the evaluation should address areas where the un-served population density is highest, areas expected to develop in the near future, and the adequacy of transportation infrastructure serving the CCS. This evaluation should also be coordinated with Recommendation 1 in Section 4.1.1 to ensure that any new CCS proposed to replace an existing, under-performing CCS's is properly located.
2. Expand the practice of separating the various waste streams at each CCS. Containers should be provided, at a minimum, for MSW, CDD, yard waste, white goods and recyclables. This will allow the various waste streams to be disposed using the least cost alternative. (Refer to the recommendations for the Facility for more details.)

5.2. Commercial Container Fleet

By operating the Fleet, the County provides roll-off box rental and disposal service to residents and businesses in the area, and ensures that the waste comes to the Facility. Since competing services are already being provided by the private sector, there were no significant differences considered between the public sector and private sector perspectives. The following are recommendations for maximizing the value of the commercial container fleet:

5.2.1. Business Recommendations

1. Authorize the Solid Waste Administrator to negotiate container rates. In providing commercial container services, the County's ability to compete with the private firms is limited by its current rate structure. Presently, the Solid Waste Administrator must adhere to container rental rates set by the Commissioners' Court. In contrast, private companies are allowed to negotiate container rental rates. By authorizing the Administrator to negotiate container rates, the County would be in a better position to compete with the private companies and ensure that the waste collected continues to come to the Facility. However, the County should keep in mind that one of these private companies is Waste Management, Inc. (WMI). Currently, WMI delivers approximately thirty four percent (34%) of the total volume of waste received at the Facility for disposal. Before making significant changes in container rates, the County should consider the fact that in response to this competition, WMI and other private companies may divert waste that they presently

dispose at the Polk County Facility to another facility. (i.e. Waste Management's Security Landfill). Please refer to Recommendation 2 in Section 4.3.1.

5.2.2. Technical Recommendations

None at this time.

5.3. Solid Waste Management Facility

The existing Facility has been adequate to meet the needs of the service area for approximately twenty (20) years. Present estimates indicate that the Facility has a limited amount of available airspace. As outlined in the objectives for the review, it is essential for both the public and private sectors to provide reliable, long term disposal capacity. For this reason, most of the recommendations made for the Facility presuppose that the County will pursue some combination of lateral and vertical expansion utilizing the adjacent sixty (60) acre tract.

Recommendations made below would apply to both the public and private perspectives. The following are recommendations for improving the value of the Facility.

5.3.1. Business Recommendations

- 1 **Perform a competitive market analysis.** This analysis would assist in identifying the approximate quantity of waste, the corresponding fees and the remaining disposal capacity for each solid waste management facility in the region. Data from this analysis could then be used as the basis for decisions on the rate structure for the Facility. This would be particularly helpful for negotiating contracts with private waste hauling companies that have other disposal options available to them. (See Recommendation 2) Based on a review by the project team, County personnel already have most of the information that would be needed for this analysis.
- 2 **Enter into favorable disposal contracts with private waste companies.** By entering into favorable, fixed term disposal contracts with private waste hauling companies, the County can ensure that these companies bring their waste to the Facility. This will help minimize the impacts of market changes and will ensure a reliable source of revenue. Developing contracts for disposal is particularly important for those private waste haulers who may have business taken away by the County's Fleet. County personnel indicated that these types of contract negotiations are currently underway with ProStar. The project team supports this concept.
- 3 **Expand the use of Alternate Daily Cover (ADC) to maximize airspace utilization.** While the County is successfully utilizing hydro-mulch for ADC, it should explore the use of other materials to supplement the soil currently being used as cover. In some instances, the County could accept these materials (e.g. foundry sands and contaminated soils) as wastes and then utilize them for cover in place of soil. The

County may also wish to consider some of the commercially available processes that convert CDD into material suitable for daily cover. Several companies have processes that, when utilized properly, can benefit a landfill operation by converting CDD for use as ADC rather than simply disposing the CDD into the landfill. Substituting ADC for soil can save disposal capacity and extend the life of the Facility, filling space with "waste" (ADC) that would otherwise been filled with soil.

5.3.2. Technical Recommendations.

1. **Confirm the precise amount of remaining disposal capacity.** The County should determine the precise amount of remaining disposal capacity, based on the existing permitted final contours. This will provide a better estimate of the remaining life of the facility, will allow the County to maximize the utilization of the remaining disposal capacity, and will identify those areas from which borrow soils could be obtained.
2. **Segregate the major waste types at the Facility to allow them to be disposed and/or recycled in the most cost-effective manner.** If they are separated from the typical MSW, CDD and yard waste can be disposed at a lower cost as follows: A less costly liner (clay only versus clay and plastic) and less frequent cover (weekly versus daily) can be utilized if CDD is disposed in a dedicated landfill cell. Yard waste can be composted and beneficially reused, completely avoiding landfill disposal. A proposed conceptual layout of modifications to the Facility is presented in Figure 4. This conceptual layout designates the location of the landfill expansion, a vertical expansion of the existing fill area, a new CDD disposal area and a yard waste composting area. As depicted on the layout, the CDD cell is proposed to be located in the area of the facility that is presently utilized for "Borrow and Drainage". Allowances must be made to accommodate site drainage that currently flows through this area. The Yard Waste Composing area will initially be located over the "Existing Fill Area". This area will be moved from time to time to facilitate disposal cell development in the area.
3. **Implement the phased landfill gas control system.** The County has already developed a phased landfill gas control system, intended to halt landfill gas migration before it reaches the landfill boundary. This system consists of a combination of passive gas vents and an interceptor/cut-off trench. Passive gas control systems should also be configured to allow the various components to be connected to an active gas control system in the future, when the new 60 acre expansion is developed.
4. **Evaluate additional ADC options.** The County should evaluate additional, commercially available ADC technologies, such as tarps. Some of these technologies may provide more cost-effective alternatives to the hydromulch currently used.

5.4. Expanded Facility, Including the 60 Acre Tract

As outlined in the previous section, the items presented in this section presuppose that the County will pursue some combination of lateral and vertical expansion utilizing the adjacent sixty (60) acre tract. Recommendations made below are based on an expanded facility (Expanded Facility) of approximately 131 acres (71 acres existing and 60 expansion acres). Based on the needs of Polk County and the needs of the DETCOG region, additional disposal capacity is desirable. The following are recommendations for improving the value of the expanded Facility.

5.4.1. Business Recommendations

When considering the Expanded Facility, most of the business issues coincide with the technical issues. The business recommendations outlined in the previous section would also be applicable to the expanded site.

5.4.2. Technical Recommendations.

The technical recommendations presented here are applicable to both perspectives used in the evaluation.

1. **Obtain a permit amendment for the Expanded Facility, including a lateral and vertical expansion.** The County should prepare and submit a permit amendment application for the Expanded Facility, including a lateral (the 60 acre tract) and vertical (over the existing disposal areas) expansion. The application should be prepared to allow the County to phase development so that capital outlays could be funded by a combination of operating revenue and reserve funds, eliminating the need to sell bonds or borrow money. Based on the current estimate of remaining disposal capacity, this application should be filed as soon as possible. County personnel indicated that the previous work performed should allow this application to be filed within ninety (90) days. If there is no public opposition, it can take approximately one (1) year to obtain a permit amendment. Public opposition to a permit amendment application can significantly extend this timeframe.
2. **Install a scale at the Facility.** In the past, landfills tended to benefit from accepting waste on a cubic yard basis. Today, with more advanced compaction techniques, the density of incoming loads has increased dramatically. Utilizing a scale will allow the County to maintain an accurate accounting of waste quantities entering the site. This will facilitate more accurate projections of landfill revenue and remaining disposal capacity. Combining the information from the scale with periodic remaining volume surveys, the landfill operators can develop a precise correlation between the weight and in-place volume of the waste they receive.
3. **Install an active gas control system at the Expanded Facility.** Based on the preliminary evaluation, the total disposal capacity of the Expanded Facility would

exceed the current TNRCC threshold for air emissions. To comply with TNRCC air permitting regulations, it would be necessary to install an active gas control system. In addition, because this system withdraws landfill gas using vacuum pumps, it will be more effective in controlling landfill gas accumulation than a passive gas control system.

4. **Consider the addition and/or replacement of some equipment.** The County should consider the addition of some equipment or replacement of existing equipment to make the disposal operation more efficient. Presently borrow material is excavated and hauled via dump truck to the working face. Borrow material excavation and daily cover hauling operations can be more efficient using a self loading excavator, such as a CAT 617 or equivalent. The addition of a CAT 416 backhoe, or equivalent, can assist in general site maintenance and unloading of waste materials.
5. **Modify the existing permit to allow additional waste streams.** The County should modify the existing permit to allow the Facility to accept additional special waste streams. These wastes would include bulk liquids (e.g. grease, grit trap waste, car wash mud, etc), wastes that fail the paint filter test (have free liquids) and other wastes that require solidification or stabilization prior to landfill disposal. The County should also consider accepting other special waste streams, which generally require less disposal volume while generating higher revenues, as compared to MSW and CDD.
6. **Develop a soil management scheme.** The County should develop a management scheme that ensures the proper use and management of the Facility's soil resources. This scheme should identify the areas from which soil can be excavated (either inside or outside the permitted limits of the landfill), identify the types of soil and their potential uses (clay liner, topsoil, daily cover, etc.) and achieve as close as possible a neutral soil balance (no excess soil, no imported soil required).
7. **Utilize the least costly disposal areas first.** Once the County has obtained a permit amendment to expand the site, the least costly disposal areas should be used first. This would mean utilizing the area above the existing disposal area first. Once this capacity was depleted, then the County will be required to construct new, composite lined landfill cells.
8. **Institute a leachate management program.** Once a composite lined landfill cell is constructed, the Facility will have to treat and/or dispose of leachate. A good leachate management program will help reduce leachate treatment/disposal costs and will ensure that the leachate is properly handled. Traditionally, leachate re-circulation has been the most cost-effective means of managing leachate. Re-circulated leachate will accelerate the decomposition of organic material in the landfill and does not require treatment or off-site disposal. Federal regulations currently prohibit the re-circulation of leachate into landfill cells that do not have a composite liner. Our review also indicates that, because of the water balance of the Facility, it will generate more

leachate than can be effectively disposed by re-circulation. For this reason, the County should evaluate additional leachate management options including treatment (either on-site or off-site), solidification (mixing the leachate with a material to absorb the liquids) and placement back into the landfill, or off-site disposal in an authorized facility.

5.4.3. Private Sector Business Recommendations

The business recommendations presented here are focused on making the solid waste facility an attractive acquisition for a private solid waste firm.

1. **Consider acquiring additional land contiguous to the Facility and 60 acre tract.** This could be done through outright purchase or through an exchange for property on the south side of FM 942. Increasing the footprint of the expanded Facility would create additional disposal capacity, particularly above grade. In general, it is more cost effective to expand an existing solid waste facility (laterally and/or vertically) than to obtain a permit for a new ("Greenfield") site.

5.4.4. Private Sector Technical Recommendations

The technical recommendations presented here are focused on making the solid waste facility an attractive acquisition for a private solid waste firm.

1. **Obtain a permit amendment to expand the facility laterally and vertically.** This recommendation expands on Recommendation 1 from Section 5.4.2. Due to the cost and difficulty of obtaining a permit amendment, the application should request as much disposal capacity as the configuration of the expanded site (131 acres) will allow. This would include maximizing the depth of excavation and the height of fill, and placing waste on top of previously filled areas (referred to in the industry as "piggy-backing"). Maximizing the available disposal capacity would maximize the value of the Facility to a private solid waste company, but would still allow the County to phase development to minimize costs. The project team prepared a preliminary design to maximize the disposal capacity of the expanded site. This conceptual design, illustrated in Figure 5, would provide an additional disposal capacity of approximately 8,600,000 in-place cubic yards (5,590,000 tons). By increasing the final contours of the site over presently filled areas, the County will extend the time period to close that portion of the site and increase the amortization period for certain improvements at the facility.
2. **Consider removing the existing waste in the west central portion of the Facility.** This area is limited in size, and if left in place, would require a less than optimum configuration for a new composite lined landfill cell. To implement this concept, it would be necessary to construct the initial phase of the composite lined landfill cell on the western portion of the site with adequate disposal capacity to hold this waste, a

well as the normal load of incoming waste. Thereafter, the new landfill cell could be expanded into the area from which this waste had been removed.

5.5. 220 Acre Tract

This available 220 acre tract has a number of characteristics that could make it attractive as a new regional solid waste facility. When combined with an option for an additional 350 acres, this provides a large, contiguous tract suitable for the development of a new regional solid waste facility. The tract appears to clear most of the technical siting exclusions, which include churches, day care centers, floodplains, proximity to airports, unstable geology, and fault zones. The site also has a limited number of adjacent property owners, most of who are large commercial interests. There are also very few residences within a mile of the site. These factors all indicate that it would be a good candidate for a regional solid waste facility.

In addition to technical considerations, there are business considerations that should influence a decision to permit and construct a new regional solid waste facility on this tract. The primary business consideration is whether the site is located where it can economically serve population centers where large quantities of waste are generated. A detailed economic and market analysis is usually required to answer this fundamental question.

Due to the level of effort and cost necessary to operate a new regional solid waste facility, the project team developed recommendations that presuppose the new facility will be operated by a private solid waste firm. There are several options for establishing ownership of the site and obtaining a permit to operate the site. In order of perceived value to a private solid waste firm, these options include:

- The County could obtain the permit and then sell the permit and the land immediately to a private solid waste firm.
- The County could obtain the permit, hold the permit without developing the facility, then sell the permit and the land to a private solid waste firm at a later date.
- The County could obtain the permit, continue to own the site, and allow it to be operated by a private solid waste firm.
- The County could sell the site to a solid waste firm prior to permitting.

Based on the information provided in the DETCOG regional plan, the area served by the Polk County Facility does not generate enough waste to support the cost of constructing and operating a regional solid waste facility at this time. For a regional facility to be economically feasible, it would be necessary for it to accept waste from outside the current service area. Due to its proximity to the Houston area, this facility could reasonably obtain a significant volume of waste from that market, as related population growth moves towards Polk County.

The development of a new, regional solid waste facility on this tract would be considered a new permit. Typically, new solid waste facilities are referred to a "Greenfield" facilities. In this case, the tract under consideration would be considered a "Brownfield" facility, because

of the environmental implications of the 50 acre closed landfill it contains. It generally requires much more time and money to obtain a permit for a Greenfield or Brownfield facility than for expanding an existing solid waste facility. Depending on the level of public opposition, a permit for a new facility can cost several million dollars and take two to five years to obtain.

There are also some regulatory issues that could affect the ability of the County to obtain a permit and subsequently delay development of the facility. For many years, the TNRCC and its predecessor agencies have issued permits for municipal solid waste facilities that had no definitive expiration date. Almost all of these sites were opened soon after the permit was issued. Recently, the TNRCC has taken action to revoke the permits for some sites that were not utilized for a period of five (5) or more years. The status of the TNRCC's policy on revoking these permits is uncertain. However, current rules do allow the TNRCC to assign a specific term to permits that they issue. The current regulatory approach might prevent the County from obtaining a permit for a new facility, and delaying the development for an extended period. One tactic to avoid this dilemma would be to obtain the permit and open a small area of the new facility while the County is implementing a privatization strategy. However, this tactic may make the new facility less valuable to a private solid waste firm. Before adopting a strategy to obtain the permit, but delay development, the County should explore the issue of "mothballing" the permit with the TNRCC's Office of Environmental Policy, Analysis and Assessment. Favorable resolution of this issue should be a critical factor in the County's decision to obtain a permit for a regional solid waste facility on this tract

External infrastructure considerations will need to be studied to ensure that a new regional solid waste facility will have limited impact and will be compatible with land uses in the area. Development plans for a new facility should address how impacts to the infrastructure (e.g. transportation, utilities, etc.) will be avoided or accommodated.

There are several characteristics of the subject tract that minimize the likelihood of encountering significant opposition. The tract is adjacent to the County's existing Facility. It is also surrounded by property owned by large commercial interests. The surrounding area is sparsely populated and the nearest residence is over one (1) mile from the site. Under the present circumstances, a new regional solid waste facility appears to be a compatible land use for this particular location. In addition, the site has had no history of organized opposition in the past. These characteristics significantly reduce the likelihood that a proposed new facility would encounter public opposition.

Residential development and population density are also factors that could affect the amount of opposition the County may encounter while permitting a new regional solid waste facility. As development occurs in Polk County, the corresponding population growth may increase the potential for public opposition. Because there is currently limited development in the area around the 220 acre tract, the potential for public opposition may be lower now than in the future.

5.5.1. Business Recommendations

The following are suggested for consideration to improve the asset value of the 220 acres on the south side of FM 942.

1. **Perform an expanded competitive market analysis.** This analysis would assist in identifying the need and timing for a new regional solid waste facility. This analysis should include not only the immediate area (i.e. the DETCOG planning region) but also other, adjacent areas that could potentially bring waste to a large regional solid waste facility. Data from this analysis could then be used as the basis for establishing a timeframe for development of the facility and determining where the waste would originate.
2. **Identify the Impacts of the closed landfill.** The County should develop a thorough understanding of the legal status and the technical issues associated with the closed 50 acre landfill located on the tract. This analysis should be performed before completing any permitting activity on the property.
3. **Obtain a permit for the new facility.** As indicated in previous discussions, the application should request as much disposal capacity as the configuration of the tract will allow. This would include maximizing the depth of excavation and the height of fill. Included in this design would be the relocation of the waste from the 50 acre closed landfill.
4. **Privatize the Operation of the new facility.** Once the permit has been secured, the County should accept proposal for privatization of the new facility. The County should maintain ownership of the facility, to ensure long term disposal capacity for its citizens.

6. IMPLEMENTATION STRATEGY

While the recommendations outlined above are intended to maximize the value of the individual components of the System, they will only succeed if they are implemented as part of a comprehensive strategy. To develop this comprehensive strategy, the County must first establish the long-term goals for the System. To help determine the long-term goals for the system, the County must make some fundamental policy decisions:

- Does the County want to maintain ownership of the assets or to divest the assets?
- Does the County want to continue operating the assets or to contract with a private entity to operate these assets?
- Does the County want to maintain the existing service area or to expand the service area?
- Does the County want to maintain the existing level of service or expand the range of services offered?

Once these policy decisions have been made, the County may then stage or sequence the implementation of the individual recommendations and other improvements to ensure that the components of the System are utilized to meet their long-term goals. The implementation strategy outlined below consists of four (4) phases. Each phase contains recommendations on the four (4) policy issues outlined above.

6.1. Phase I

The County currently has limited disposal capacity available and must first focus on maximizing the use of the remaining disposal volume at the Facility. This includes completing the available capacity survey, development of a CDD cell and diverting yard waste and brush for composting. If necessary, the County could construct a new composite lined cell in the far southwest corner of the site. This cell should be constructed with no sidewalls on the east and north, to allow it to be extended in the future. The County should also implement the recommendations regarding landfill operations. Plans by the County to privatize the System and/or develop a new, regional solid waste facility should be postponed. During Phase I, the County should continue to own and operate the System, and continue the existing level of service.

6.2. Phase II

Phase II activities should focus on expanding the existing facility. The County should proceed with a lateral and vertical expansion of the existing facility that includes the adjacent sixty (60) acre tract, this totaling 131 acres. The expansion should at least secure adequate disposal capacity for the near term (at least 10 years). Due to the time and expense required to secure a permit for the expansion, the project team recommends that the County obtain the maximum disposal capacity that the site configuration will allow. This will secure long term (greater than 30 years) disposal capacity for the citizens of Polk County, with minimal additional capital outlay. The County may decide at a later date whether or not to develop the entire Facility.

The County has demonstrated over the last several years that it can effectively operate the System while funding most capital expenditures from operating revenues and reserve funds. Until a permit for the expanded Facility is secured, the County should continue to own and operate the System. During Phase II, the County should maintain its existing service area, but should seek to expand the range of services offered by obtaining approval to accept additional special wastes. Once a permit has been secured, the County can then concentrate on increasing the waste volumes coming to the Facility. Increases in waste volume should produce additional revenue to offset the additional costs of building and operating composite lined landfill cells.

Plans by the County to privatize the System and/or develop a new, regional solid waste facility should also be postponed during Phase II.

6.3. Phase III

Once the County has secured increased disposal capacity at the Facility, proposals for privatization can be considered. Because it has owned and operated the facility for approximately twenty (20) years, any liabilities associated with the Facility will accrue to the County. In addition, the County maintains ultimate control of their future solid waste operations as long as they own the Facility. Ownership of the site is an issue that should be discussed with the County's legal counsel. Due to the successful track record of the existing facility, the project team also recommends that the County continue to operate the facility. If the County wishes to pursue privatization at this time, the project team recommends that the County consider privatizing only the operations, and not the ownership of the Facility. The County could also include in this privatization proposal the option for the private firm to permit a regional solid waste facility on the tract (either 220 acres or 570 acres) across F.M. 942. The operation of the CCS's and the Fleet should also be included in any privatization proposal considered by the County. During this phase, the County should seek to expand the service area and the range of services offered by the facility.

6.4. Phase IV

Once the County has secured adequate long-term disposal capacity, the County may then consider permitting a new, regional solid waste facility on the 220 acre tract. The project team understands that the County has made a significant investment in this tract. However, we recommend this process be postponed until the County has resolved the following issues:

1. **The impacts of the 50 acre closed landfill on the 220 acre tract.** The County must determine whether the tract can be developed leaving this area in place. If the closed landfill is to remain, provisions must be made to design around this obstruction and to account for any monitoring and/or corrective action required. If the closed landfill is to be removed, the site development plan must account for the additional development costs required.
2. **Capital cost issues associated with permitting and property acquisition.** As indicated previously, obtaining a permit for a new facility can be expensive and time consuming. Based on the project team's evaluation of the System's revenues, reserve funds, and anticipated capital expenditures for other System components, there may not be sufficient resources to secure the permit without obtaining additional capital.
3. **Timing.** Before completing the permitting activities for this tract, the County should evaluate the effects of timing. The submission of the application to the TNRCC should be scheduled early enough to allow adequate time (two to four years) before the permit is needed, but late enough to prevent the permit from expiring before it is needed. This should be closely coordinated with the expanded competitive market analysis recommended in Section 5.5.1. By way of illustration, if the market analysis indicated that the new facility would be needed in the year 2010, submitting the

permit application sometime in either 2002 and 2003 would likely maximize the chances that the permit would be issued, but not expire before the facility was needed.

4. **Public opinion and potential opposition.** Public opinion is directly related to the level of opposition that can be expected during the permitting process. If the public understands the need for a new facility, the facility is less likely to encounter opposition. Other factors, such as the type and sources of waste can also affect the level of opposition likely to be encountered. If the public perceives the type of waste (e.g. industrial waste, medical waste, etc.) as a potential threat, the facility is more likely to encounter opposition. Based on our limited experience in Polk County, the issue of importing waste from the City of Houston or other metropolitan areas would have to be considered. The County should structure their planning for a new regional solid waste facility to minimize potential public opposition.
5. **Risk.** The strategy of permitting a large, regional solid waste facility for subsequent sale to a private company carries certain risks. There are several points along the way where the process could fail. There could be some technical issue that can not be resolved and prevents a permit from being issued. Stiff public opposition could force the County to withdraw the permit application. The County could actually secure the permit and then find that market conditions or regulatory factors discourage private companies from purchasing the facility. While the site appears suitable, and the external conditions appear favorable for obtaining a permit, the County must be prepared to accept the potential risks involved in the process.

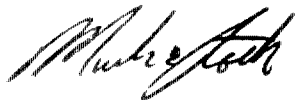
Once these issues are addressed, the County may wish to proceed with permitting a regional solid waste facility on the 220 acre (or larger) tract. If a permit is secured, it is our recommendation that the operation of the site be privatized.

7. LIMITATIONS/DISTRIBUTION

This report is intended to present recommendations and/or alternatives to the County for maximizing the value of the System. The report was not intended to and may not address all the issues regarding the Solid Waste Management practices within the County. It is the intention of the project team to provide insight that may increase the value of the assets or make them more attractive to private solid waste firms. It is beyond the scope of this report to guarantee that Polk County will be successful in maximizing the value of the assets or in making these assets attractive to private solid waste firms.

This report is intended for the sole and exclusive use of Polk County based on the specific and limited objectives set forth during a meeting between project team members, Roliff Purrington and the Honorable John Thompson. Reuse of this document is not permitted without the written permission of the project team. Golder and Naismith assume no responsibility or obligation for the unauthorized use of this report by other parties and for conclusions, opinions, or recommendations made by others based on the information presented within this document.

GOLDER ASSOCIATES, INC.



Mark E. Roth
Sr. Project Manager

NAISMITH ENGINEERING, INC.



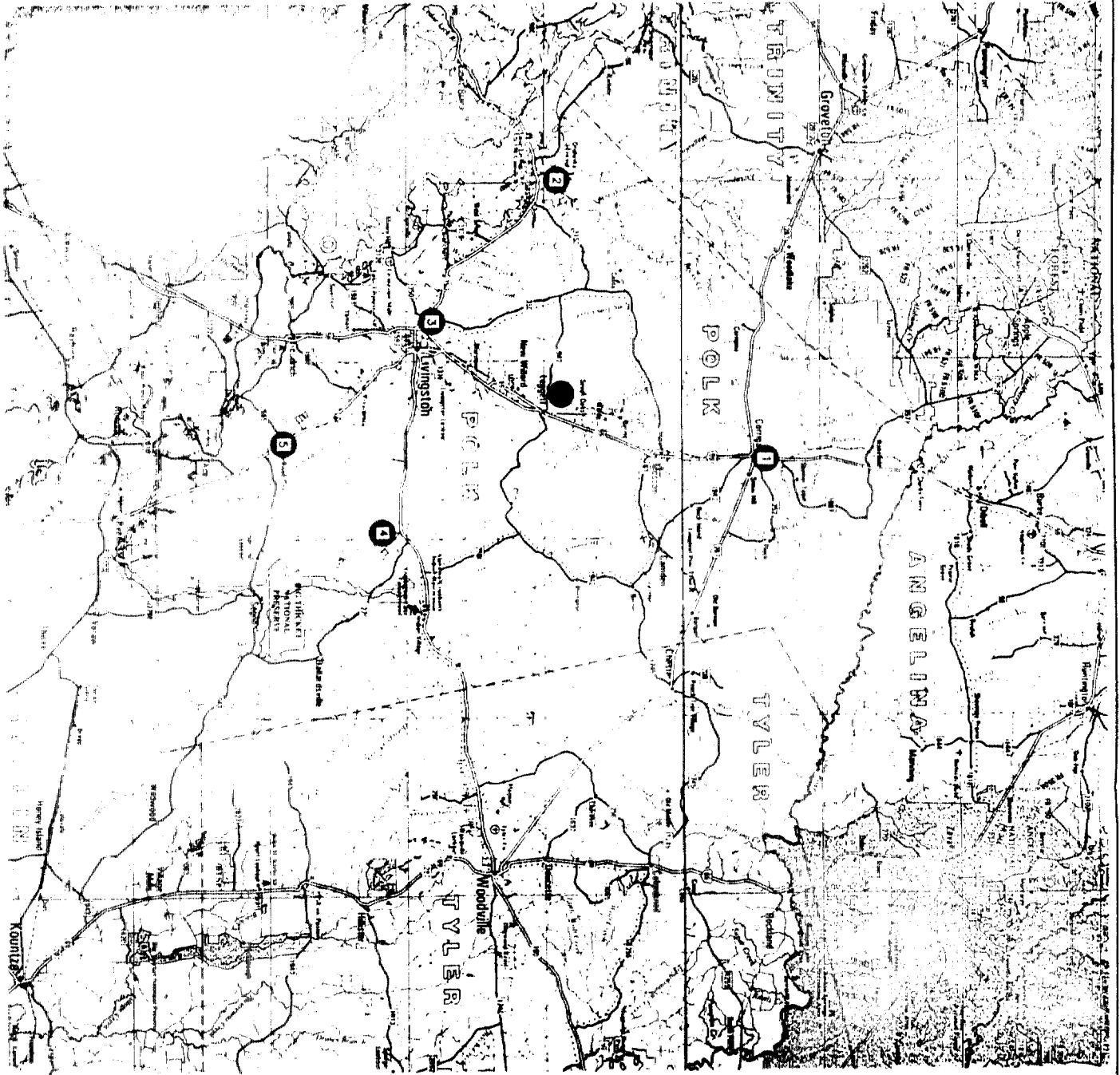
Grant A. Jackson, P.E.
Project Engineer

GAJ/DEP/MER:kru

- ¹ "Permit for a Municipal Solid Waste Facility", Number 1384, issued January 12, 1981, by the Texas Department of Health. (A predecessor agency of the TNRCC).
- ² "Regional Solid Waste Management Plan, 1992-2012 - 2000 Update", Deep East Texas Council of Governments, March, 2000.

Figure 1

General Location Map



- LEGEND**
- POLK COUNTY LANDFILL MSW PERMIT 1384
 - COLLECTION STATIONS
 - 1 UNION SPRINGS
 - 2 ONALASKA
 - 3 HIGHWAY 146 (M.S.)
 - 4 RICHARDSON ROAD
 - 5 HIGHWAY 146 AND FM 2665

TABLE NUMBER	DESCRIPTION

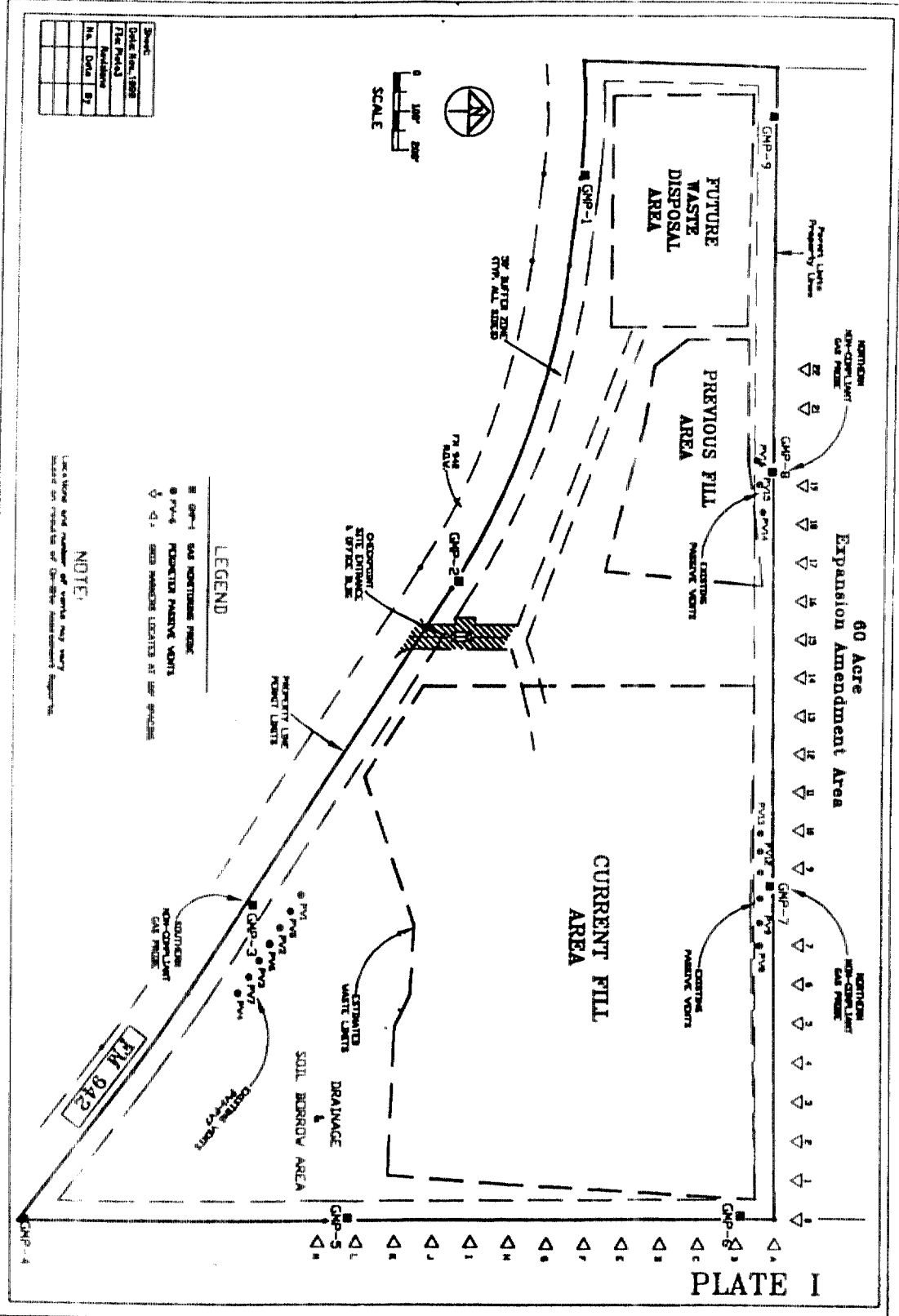
ASSET OVERVIEW AND VOLUME MAXIMIZATION STUDY OF THE POLK COUNTY, TEXAS SOLID WASTE MANAGEMENT SYSTEM

GENERAL LOCATION MAP

MAYOR DAY, CALDWELL AND KEETON, LLP.



Figure 2
Layout of Existing Facility

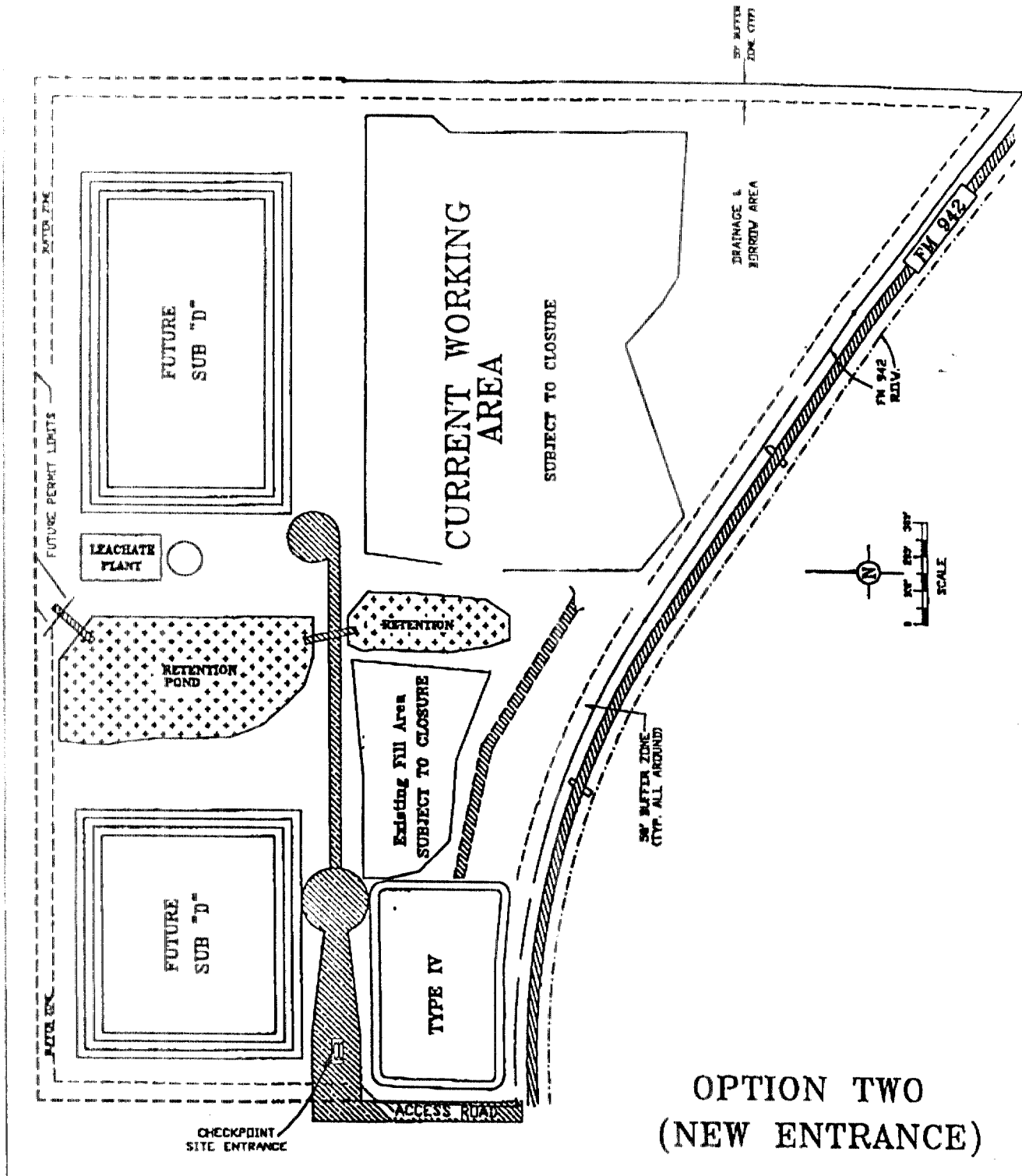


KESTECH
 38 Downshire
 Conroe, TX 77304
 (409)-836-8108

SITE MAP
REMEDATION AREAS

Polk County Landfill
 Permit No. MSW 1384
 3477 FM 942 West
 Leggett, TX 77360

Figure 3 Present Expansion Plans



OPTION TWO
(NEW ENTRANCE)

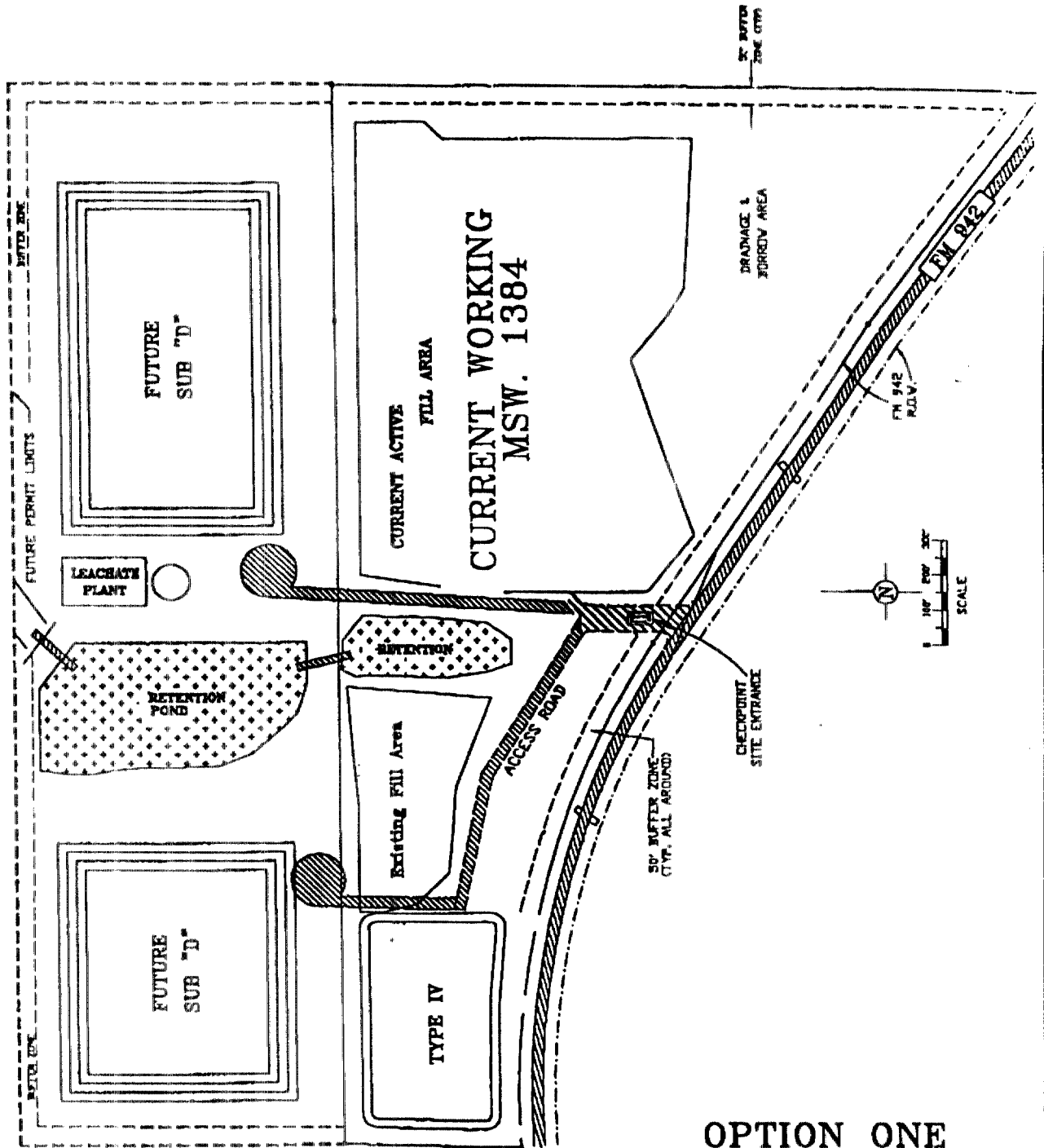
Week	
Date	Jan. 1998
File	18.dwg
Author	
Rev.	
By	
Appr.	

KESTECH
 4995 FM 5120
 Livingston, Texas 77861
 (409)-827-8888

**SITE LAYOUT PLAN
 (SHOWING EXPANSION AREA)**

**Polk County Landfill
 Permit No. MSW 1384**

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OPTION ONE
(EXISTING ENTRANCE)

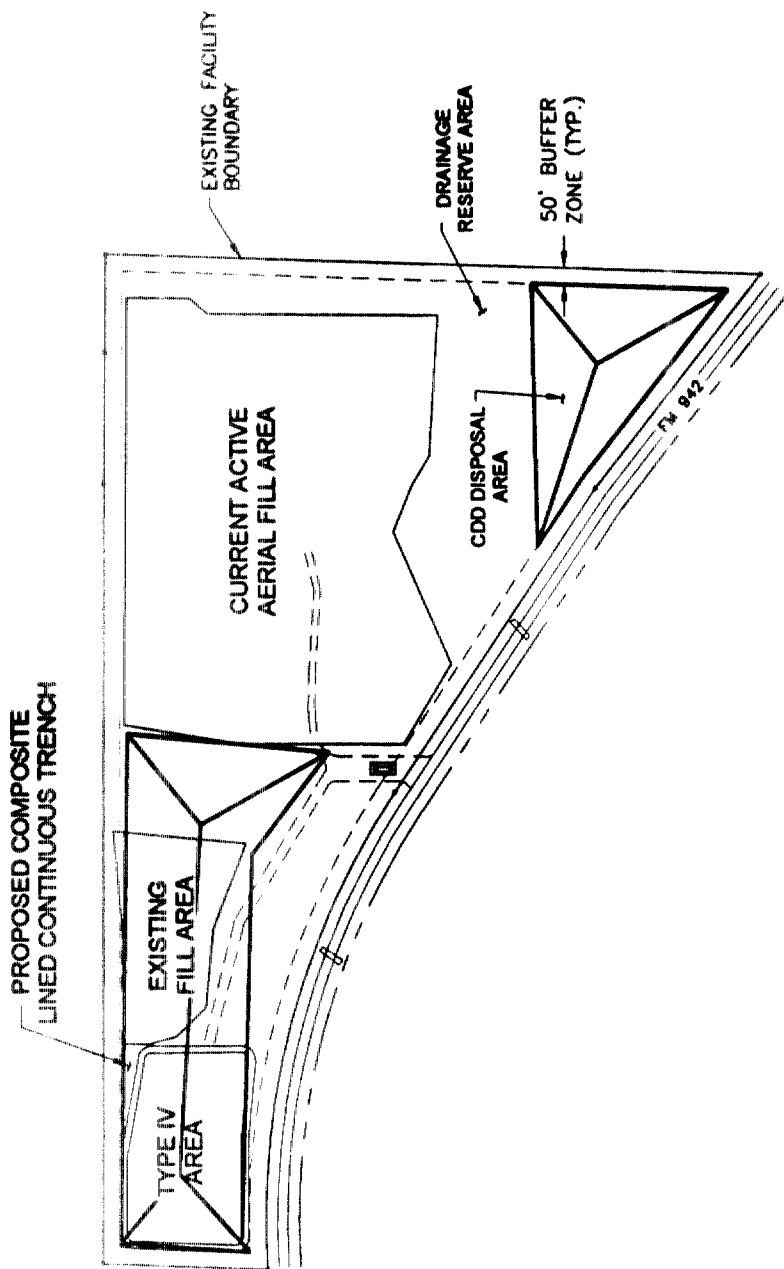
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File	10.000	
Revisions		
No.	Date	By

KESTECH
 4905 FM 3128
 Livingston, Texas 77351
 (409)-327-6629

**SITE LAYOUT PLAN
 (SHOWING EXPANSION AREA)**

Polk County Landfill
 Permit No. MSW 1384

Figure 4
Waste Segregation at Existing
Facility

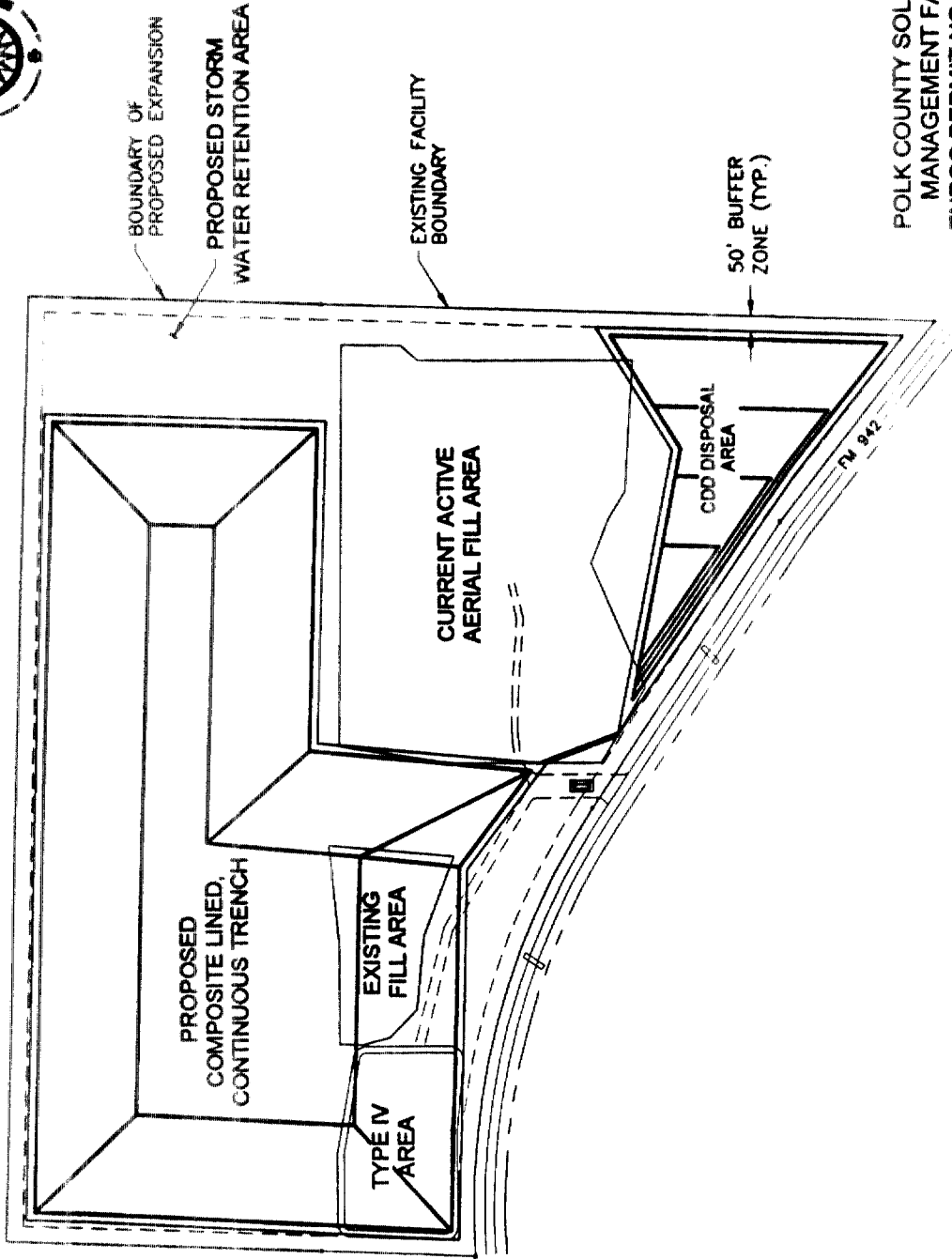


POLK COUNTY SOLID WASTE
MANAGEMENT FACILITY
TNRCC PERMIT NO. MSW1384

REVIEW OF THE SOLID WASTE MANAGEMENT SYSTEM
POLK COUNTY, TEXAS

FIGURE 4
WASTE SEGREGATION AT EXISTING FACILITY

Figure 5 Project Team's Proposed Expansion



POLK COUNTY SOLID WASTE
MANAGEMENT FACILITY
TNRCC PERMIT NO. MSW1384

FIGURE 5
PROPOSED EXPANSION

REVIEW OF THE SOLID WASTE MANAGEMENT SYSTEM
POLK COUNTY, TEXAS

Appendix A

Citizen Collection Station

Information

Vehicle Listing

By Vehicle Number

Vehicle #	Year	Make	Model	Color	License #	VIN #	Purch Date	Act Fuel	Engine	Group	Other
01	JR	1990	FORD LTD	GRAY	577-599	2119		Y	GAS	AUTO	
02	JH	1993	FORD F150	GRAY	640-111	1FTEF14Y2PLA59439		Y	GAS	AUTO	
03	JB	1997	DODGE 1/2 TON	SILVER	1111111	3B7HF13Y3VG825803		Y	GAS	AUTO	
04		1990	FORD 1 Ton TK	WHITE	583-171	2FDLF47M9LCA98860		Y	DIESEL	AUTO	
05		1992	FORD TRUCK	WHITE	1111111	1FTDF15YXNLA5417		Y	GAS	AUTO	
08		1988	DODGE TRUCK	WHITE	555555	4965		Y	GAS	AUTO	
09		1993	MACK TRUCK	WHITE	666666	0719		Y	DIESEL	TRUCK	
10		1994	MACK TRUCK	WHITE	777777	1M2P264CTRM015564		Y	DIESEL	TRUCK	
11			WELDER		0			Y	DIESEL	SUPPORT	
12		1995	BIG TEX UT/LJAY		999999	4K8CX1829S1H01330		Y	GAS	TRAILER	
13		1984	BILLS FLAT/LF		121212	5161		Y	GAS	TRAILER	
14		1975	Cat D8K	Yellow	13131313	77V2208	3/09/1995	Y	DIESEL	HEAVEQ	
15		1991	Cat D6H		1212121	4RC4239	11/01/1991	Y	DIESEL	HEAVEQ	
16		1987	Cat 816B Corn	Yellow	1212121	15200702	9/16/1994	N	DIESEL	HEAVEQ	
17		1991	Cat EL240B	Yellow	1212121	6MG00137	9/16/1994	Y	DIESEL	HEAVEQ	
18		1990	TEREX #1 2766C	GREEN	1212121	A4221035		Y	DIESEL	TRUCK	
19		1996	Cat 135H MG	Yellow	0	3YK00068	10/01/1999	Y	DIESEL	HEAVEQ	
20		1995	J.DEERE 5200	GREEN	1212121		10/10/1995	Y	DIESEL	TRACTOR	
21		1998	FORD 5030 4X4	BLUE	TRACTOR	077760B	1/07/1998	Y	DIESEL	TRACTOR	
22		1998	FINN HYDROSEE Cream		222222	D1703 KUBOTA DIESEL	1/01/1998	Y	DIESEL Kubota	SUPPORT	TS90SR.2
23		1993	CAT 826C	YELLOW	1212121		1/08/1998	Y	DIESEL	HEAVEQ	
24		1979	OSHKOSH M922	TAN	45454545	17482	2/25/1998	Y	DIESEL	TRUCK	
25		1979	HEAVY H60T	GREEN	65656565	538453	2/25/1998	Y	DIESEL	TRAILER	
26		1998	TEREX #2 2766C	GREEN	N/A	A7001340-16	11/30/1998	Y	DIESEL	TRUCK	

24 Vehicle(s)

7/26/2000

Appendix B

Landfill Equipment List

**RULES AND REGULATIONS GOVERNING THE USE OF POLK COUNTY
CITIZEN COLLECTION STATIONS AND THE LANDFILL**

WELCOME to Polk County's Citizen Collection Station operations. This informational bulletin is published so that you might better understand the regulations governing the collection and disposal of the County's solid waste. A Federal law (Subtitle "D" of the Resource Conservation and Reclamation Act), now requires that all solid waste must be placed in a landfill that is constructed and operated according to Federal standards.

LANDFILL HOURS OF OPERATIONS

The Polk County Landfill will be open Monday through Friday 8:00 a.m. to 4:00 p.m. On Saturdays 8:00 a.m. to 11:00 a.m. The County Landfill observes three holidays, which include Thanksgiving Day, Christmas Day and New Year's Day. The Landfill is located 3.5 miles West of Leggett, Texas (Hwy. 59) on FM 942.

CITIZEN COLLECTION STATIONS HOURS OF OPERATIONS

Under State law, Citizen Collection Stations are for the exclusive use of household waste disposal. Business and commercial waste must be taken directly to the landfill. All Citizen Collection Stations will be open 7:00 a.m. to 6:00 p.m.

LOCATIONS

Highway 190 West.....Open 7 days a week
(Approximately 5 miles West of Livingston on the North side of Hwy. 190W)

Onalaska.....Open 7 days a week
(Approximately 4 miles North off Hwy. 190W, on FM 3459)

Hwy. 146 & FM 2665.....Open Tuesday, Thursday & Saturday
(Approximately 8 miles South of Livingston, at the intersection of Hwy. 146 & FM 2665)

Richardson Road.....Open Tuesday, Thursday & Saturday
(Approximately 11 miles East of Livingston, on Richardson Road)

Union Springs.....Open Tuesday, Thursday & Saturday
(Located Northwest of Corrigan. Turn west off Hwy. 59 onto Ben Franklin Street, cross railroad tracks, then turn right onto Union Springs Road, the station is located approximately 2 mile from town, on the left side of Union Springs Road.)

All Collection Stations will be closed on Easter Sunday, Thanksgiving Day and Christmas Day.

RATES

- **Price per Cubic Yard.....\$5.92 (including State Tax)
- **Price per 13 gallon bag.....\$.25
- **Price per 39 gallon bag.....\$.75
- **Price per 50 gallon bag.....\$1.00
- **Price per 70 gallon bag.....\$1.50

Wastes delivered loose, in a pick up or trailer, will be priced by the cubic yard.
Cubic yards are calculated as follows: Length X Width X Depth = Cubic Feet Divided By 27 = Cubic Yards

** Price per bag applies, regardless of whether the bag is only partially filled. Attendants will not negotiate a lower price because bags are not completely filled. It is in the financial interest of the citizen to put as much waste into a bag as possible. We recommend you crush boxes, plastic cartons, cans, etc., to conserve space.

Large, bulky, hard to handle items will be priced according to size. Examples are:

Sofa	\$5	Television sets	\$3
Chairs	\$3	Tables	\$3
Desk	\$6	Wood pallets	\$1
Mattress	\$4	Tires (off rim)	\$2

RECYCLING POLICIES AND PROCEDURES

Polk County is dedicated to the development and implementation of the concept of recycling all commodities that have markets to sustain them. Polk County will endeavor to search for and promote recycling that is beneficial to both the County and its customers. The stations currently accept metal goods and aluminum cans for recycling at no charge.

AUTHORIZED WASTE

The following items are considered to be acceptable household waste and may be deposited in a Citizen Collection Station container: brush (yard trimmings), household garbage, tires (removed from the rim) TV, appliances, and furniture, mattress/box springs, small dead animals (placed in plastic bag) construction and demolition waste from remodeling, used oil or oil filters (at no charge).

(NOTE: by Federal Law, freon must be removed from refrigerant appliances before disposal. Verification of proper removal of freon may be obtained from your dealer or certified repairman and will be required for disposal of such an item)

UNAUTHORIZED WASTE

The following items represent some of the items/materials that cannot be accepted at a Collection Station or Landfill: sewage (may be taken to the State Park, RV Parks or Texas Rest Areas), hazardous, industrial, infectious (medical), or radioactive waste, lead acid batteries (may be taken back to where purchased), gasoline, sludge (may be brought to the landfill only), ashes, pesticides, asbestos, herbicides, ignitable, paints, petroleum products, special waste, poisons, and burned waste.

CRIMINAL PROSECUTION

No individual will be allowed to enter a Citizen Collection Station site after normal operating hours. No salvaging is allowed at any site. Littering or leaving waste or trash in any location, other than the sites listed above, is in violation of the Texas Solid Waste Disposal Act is guilty parties will be prosecuted. Any person who violates any of the rules and regulations of the Solid Waste Disposal Act is guilty of a misdemeanor; Class C - up to a fine of \$500, Class B - up to a fine of \$1,500, or Class A - up to a fine of \$3,000, and upon a second offense, may be subject to felony charges, punishable upon conviction by appropriate fines. Each day that a violation occurs constitutes a separate offense.

FOR INFORMATION CALL (409) 327-6829 LIVINGSTON OR (409) 398-5647

