



POLK COUNTY COMMISSIONERS COURT

OCTOBER 10, 2000

Polk County Courthouse, 3rd floor

10:00 a.m.

#94

Livingston, Texas

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.
 - A. Resolution Honoring Nell Lowe's Service to Polk County.
 - B. Proclamation Designating November as "Coats For Kids Month" in Polk County.
 4. APPROVAL OF MINUTES of the Meeting of September 21, 2000.
 5. CONSIDER ANY/ALL NECESSARY ACTION RELATING TO OIL & GAS BIDS FOR POLK COUNTY SCHOOL LAND; E ½ BLOCK 27 & W ½ BLOCK 28.
 6. CONSIDER OPTION FOR COST OF LIVING INCREASE IN CURRENT RETIREE PENSIONS.
 7. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH DETCOG FOR FY2001 SOLID WASTE GRANT.
 8. CONSIDER APPROVAL OF MAINTENANCE / SERVICE AGREEMENTS FOR NET DATA SOFTWARE.
 9. CONSIDER APPROVAL TO RENEW AGREEMENT FOR PROFESSIONAL SERVICES FOR DRUG / ALCOHOL TESTING ASSOCIATED WITH COUNTY HEALTH & SAFETY PROGRAM (EXEMPT FROM BIDDING PROCESS).
 10. CONSIDER APPROVAL OF AGREEMENT FOR INMATE MEDICAL SERVICES FOR POLK COUNTY JAIL (EXEMPT FROM BIDDING PROCESS).
 11. CONSIDER APPROVAL OF AGREEMENT FOR LEASE OF OFFICE SPACE IN SOCIAL SERVICES DEPT / CORRIGAN.
 12. CONSIDER APPROVAL TO ISSUE TIME WARRANTS IN AN AMOUNT NOT TO EXCEED \$42,000.00 WITH A MATURITY OF FOUR (4) YEARS AT AN INTEREST RATE NOT TO EXCEED 5.6% FOR THE PURCHASE OF TWO (2) VEHICLES FOR DISTRICT ATTORNEY'S OFFICE.
 13. CONSIDER APPROVAL TO EXERCISE CONTRACT RENEWAL OPTION FOR INDEPENDENT AUDITING SERVICES.
 14. CONSIDER APPROVAL OF BUDGET AMENDMENTS.
 15. CONSIDER APPROVAL OF SCHEDULES OF BILLS.
 16. APPROVE PERSONNEL ACTION FORMS.
- ADJOURN

Commissioners Court of Polk County, Texas

By: John P. Thompson, County Judge

Posted: October 4, 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, October 4, 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 *Barbara Middleton*

Deputy



October 10, 2000
10:00 a.m.

COMMISSIONERS COURT

of Polk County, Texas

County Courthouse, 3rd floor
Livingston, Texas

ADDENDUM to Posting # 94

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

AMEND TO ADD;

- 17. CONSIDER APPROVAL OF EARLY VOTING SCHEDULE FOR NOVEMBER 7, 2000 GENERAL ELECTION.
- 18. CONSIDER APPOINTMENT OF PRESIDING JUDGE FOR ELECTION PRECINCT #20 TO FILL UNEXPIRED TERM.

EXECUTIVE SESSION; As authorized by the Texas Open Meetings Act, as amended; Government Code §§ 551.074.

- * Deliberations pertaining to authorized Personnel matters.

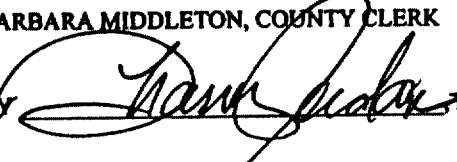
Dated: Friday, October 6, 2000.

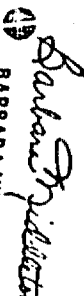
Commissioners Court of Polk County, Texas

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, October 6, 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


BARBARA MIDDLETON
COUNTY CLERK, POLK CO.
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
POLK COUNTY, TEXAS
2000 OCT - 6 PM 2:49

STATE OF TEXAS)

DATE: OCTOBER 10, 2000

COUNTY OF POLK)

"REGULAR" CALLED MEETING

All Present

"COMMISSIONERS COURT"

BE IT REMEMBERED ON THIS THE 10th DAY OF OCTOBER, 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 P. THOMPSON CALLED MEETING TO ORDER & WELCOMED
GUEST AT 10:00 AM.

INVOCATION WAS DELIVERED BY JOHN McDOWELL - EMERGENCY MANAGEMENT
COORDINATOR.

2. PUBLIC COMMENTS: NONE.

3. **INFORMATIONAL REPORTS:**

- A. RESOLUTION HONORING NELL LOWE - RETIRING DISTRICT CLERK,
WAS READ BY JUDGE THOMPSON.
MOTION WAS MADE BY JAMES J. "Buddy" PURVIS, SECONDED BY
B.E. "Slim" SPEIGHTS TO ACCEPT RESOLUTION.
ALL VOTING YES. (SEE ATTACHED)

- B. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B.E. "Slim" SPEIGHTS
APPROVING **"PROCLAMATION" DESIGNATING NOVEMBER AS "COATS
FOR KIDS' MONTH IN POLK COUNTY.**
ALL VOTING YES.

4. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "Slim" SPEIGHTS,
TO APPROVE MINUTES OF SEPTEMBER 21, 2000 MEETING (with noted
corrections).
ALL VOTING YES.

5. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH,
**"REJECT" ALL BIDS AND RE-ADVERTISE FOR OIL & GAS BIDS FOR POLK
COUNTY SCHOOL LAND ; E ½ BLOCK 27, W ½ BLOCK 28.**
ALL VOTING YES.

6. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY R.R. "Dick" HUBERT, APPROVE TDCRS OPTION FOR COST OF LIVING INCREASE IN CURRENT RETIREE PENSIONS.
ALL VOTING YES.

7. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "Slim" SPEIGHTS, TO APPROVE INTERLOCAL AGREEMENT WITH DETCOG FOR FY2001, SOLID WASTE GRANT.
ALL VOTING YES. (SEE ATTACHED)

8. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVE MAINTENANCE / SERVICE AGREEMENT FOR NET DATA SOFTWARE.
ALL VOTING YES. (SEE ATTACHED)

9. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, APPROVAL TO RENEW AGREEMENT WITH CONSORTIUM FOR PROFESSIONAL SERVICES: DRUG/ALCOHOL TESTING ASSOCIATED WITH COUNTY HEALTH & SAFETY PROGRAM, (EXEMPT FROM BIDDING PROCESS).
ALL VOTING YES. (SEE ATTACHED)

10. MOTIONED BY BOBBY SMITH, SECONDED BY B.E. "Slim" SPEIGHTS, APPROVAL OF AGREEMENT FOR INMATE MEDICAL SERVICES FOR POLK COUNTY JAIL, (EXEMPT FROM BIDDING PROCESS).
ALL VOTING YES. (SEE ATTACHED)

11. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY B.E. "Slim" SPEIGHTS APPROVE AGREEMENT FOR LEASE OF OFFICE SPACE IN SOCIAL SERVICES DEPARTMENT/ CORRIGAN.
ALL VOTING YES. (SEE ATTACHED)

12. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL TO ISSUE TIME WARRANTS IN THE AMOUNT NOT TO EXCEED \$42,000.00 WITH A MATURITY OF FOUR (4) YEARS AT AN INTEREST RATE NOT TO EXCEED 5.6%, FOR THE PURCHASE OF TWO(2) VEHICLES FOR DISTRICT ATTORNEY'S OFFICE.
ALL VOTING YES.

13. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH, APPROVAL TO EXERCISE CONTRACT RENEWAL OPTION FOR INDEPENDENT AUDITING SERVICES.
ALL VOTING YES. (SEE ATTACHED)

14. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO APPROVE BUDGET AMENDMENTS #2000-25 & #2001-01.
ALL VOTING YES. (SEE ATTACHED)

15. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS,
APPROVAL & PAYMENT OF BILLS (by schedule, plus addendum).
 ALL VOTING YES. (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
9-21-2000	\$50,692.18	153645 - 153669
9-26-2000	\$31,632.31	153670 - 153952
9-28-2000	\$1,600.00	153953
9-28-2000	\$188,898.78	153954 - 153977
9-28-2000	\$60,647.14	Electronic Payment FICA/WH
9-28-2000	— 6.00	Void Ck# 151618
9-28-2000	— 30.00	Void Ck# 151211
9-28-2000	— 71.25	Void Ck# 151734
9-28-2000	— 86.29	Void Ck# 153370
9-29-2000	\$35,161.46	Manual checks #302 & 303, 575 - 579, 1004 & 1005
9-29-2000	— 1350.00	Void Ck# 153662
9-30-2000	\$257,836.09	153978 - 154129
9-30-2000	\$793.60	Electronic Payment FICA/WH
10-02-2000	\$7,256.38	154130 - 154134
10-03-2000	\$121,704.78	154135 - 154152
10-04-2000	— 00 —	JE 531 & JE 532
10-06-2000	\$13,935.46	154153 - 154165
10-10-2000	\$204,803.42	154166 - 154261
10-10-2000	\$202,799.00	Addendum

16. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS,
APPROVAL OF PERSONNEL ACTION FORMS.
 ALL VOTING YES. (SEE ATTACHED)

17. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH,
**APPROVAL OF EARLY VOTING SCHEDULE FOR NOVEMBER 7, 2000
 GENERAL ELECTION, AS SUBMITTED BY COUNTY CLERK.**
 ALL VOTING YES. (SEE ATTACHED)

18. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS,
APPROVE APPOINTMENT OF PRESIDING JUDGE FOR ELECTION
PCT#20 - TO FILL UNEXPIRED TERM 2000-2001.
ALL VOTING YES.

RECESS - REGULAR SESSION AT 10:25 AM.

****EXECUTIVE SESSION;**

As authorized by the Texas Open Meetings Act, as amended,
Government Code 551.074

**** Deliberations pertaining to authorized Personnel matters.**

RECONVENE INTO REGULAR SESSION AT 10:42 AM.

19. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY B.E. "Slim" SPEIGHTS,
TO ADJOURN COURT THIS 10th DAY OF OCTOBER, 2000 AT 10:43 AM.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK

C:\WP51\COMMCRT.2000\OCT10.WPD

RESOLUTION
of the
POLK COUNTY COMMISSIONERS COURT
Recognizing the Service of
Nell Lowe

WHEREAS, Nell Lowe began her career of public service in the Office of the Polk County Auditor in January of 1963 and, in 1967, began her work in the Office of the District Clerk, assuming the responsibilities of Chief Deputy; and

WHEREAS, on January 1, 1979, Nell Lowe took her Oath of Office as the first woman to be elected District Clerk of Polk County and has served in the position for over twenty one years, until her retirement this year; and

WHEREAS, throughout her career, Nell has provided to Polk County the benefit of her qualified, dependable and loyal service. She has represented the office admirably on both a local and state level and has made an invaluable contribution to the organization and operation of the District Clerk's Office; and

WHEREAS, throughout her career, Nell Lowe has faithfully administered her duties while serving the Citizens of this County in a caring and professional manner; and

WHEREAS, Upon her retirement, this Court wishes to recognize the exemplary service and acknowledge the valuable contribution made to Polk County by this individual;

NOW, THEREFORE, BE IT RESOLVED,

that this Resolution be entered into the official record of the Court, recognizing the quality of public service provided by Nell Lowe to the Citizens of Polk County, Texas and hereby offering the sincere appreciation and gratitude of this Commissioners Court.

SIGNED AND ENTERED, this the 10th day of October, 2000.



John P. Thompson, County Judge



B. E. "Slim" Speights, Comm. Pct. 1

Bobby Smith, Comm. Pct. 2

James J. "Buddy" Purvis, Comm. Pct. 3

Attest;



Barbara Middleton, County Clerk

R. R. "Dick" Hubert, Comm. Pct. 4



PROCLAMATION

Designating "COATS FOR KIDS" Month in Polk County, Texas

WHEREAS, this Commissioners Court is concerned with responding to the various needs of Polk County Citizens; and

WHEREAS, the Commissioners Court of Polk County recognizes the need to provide warm coats for the Children of Polk County;

WHEREAS, our Children can best be served through our schools, with the assistance of Principals and Counselors;

WHEREAS, the Commissioners Court desires to work with our area schools to provide as many "COATS FOR KIDS" as possible;

NOW, THEREFORE, I, John P. Thompson, County Judge of Polk County, Texas, and we, the Commissioners of Polk County, do hereby proclaim November 2000, as

"COATS FOR KIDS MONTH" In Polk County

and call upon all of the Citizens of Polk County to recognize the needs of these youngsters and to participate in the special and valuable program.

SIGNED AND PROCLAIMED THIS 10th DAY OF OCTOBER, 2000.

John P. Thompson
County Judge, Polk County, Texas

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

Bobby Smith
Commissioner, Precinct 2

James J. "Buddy" Purvis
Commissioner, Precinct 3

R.R. "Dick" Hubert
Commissioner, Precinct 4

Attest;



Barbara Middleton, County Clerk

Item #6
➔

TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM
Form ADCR-3B (County) Revised 2000



USE THIS ORDER TO AMEND A PREVIOUSLY ADOPTED ADCR PLAN.

COPY

PART ONE: FORM OF MINUTES FOR ADOPTION OF ORDER.

The State of Texas

County of POLK

On this the 10th day of October, 2000, the Commissioners Court of
Polk County, Texas ("the County") was convened in regular session
with the following members present:

- John P. Thompson, County Judge;
- B.E. "Slim" Speights, Commissioner, Precinct #1;
- Bobby Smith, Commissioner, Precinct #2;
- James J. "Buddy" Purvis, Commissioner, Precinct #3;
- R.R. "Dick" Hubert, Commissioner, Precinct #4; and
- Barbara Middleton, County Clerk.

Mr./Ms. James J. "Buddy" Purvis moved that the order (which is Exhibit One of these minutes), *including all options checked and initialed in Section IV*, be adopted by the County. The motion was seconded by Mr./Ms. R.R. "Dick" Hubert, and was adopted with the following members voting AYE: John P. Thompson, B.E. "Slim" Speights, Bobby Smith, James J. "Buddy" Purvis and R.R. "Dick" Hubert; and the following members voting NO: None and _____.

PART TWO: FORM OF ORDER TO BE ADOPTED AND INCLUDED IN MINUTES.

EXHIBIT ONE.
ORDER AMENDING
THE ANNUALLY DETERMINED CONTRIBUTION RATE PLAN
AND MAKING PLAN SELECTIONS THEREUNDER

*Note: All statutory citations in this order refer to the TCDRS Act
(Subtitle F, Title 8, Government Code)*

Y900

WHEREAS, THE COUNTY previously adopted the Annually Determined Contribution Rate Plan under Subchapter H, and made certain elections and selections authorized by said subchapter; and

WHEREAS, THE COURT finds it to be in the public interest to amend or add to the selections previously made by the County, now, therefore it is ORDERED:

I. EMPLOYEE DEPOSIT RATE

For each payroll period from and after January 1, 2001, member deposits of each eligible County employee shall be made to the System at the rate of 7.00 %¹ of compensation; and such deposits shall be withheld by the payroll officer and transmitted to the System for deposit to the individual employee account.

II. CURRENT SERVICE CREDIT PERCENTAGE

For service performed for the County on and after January 1, 2001, each member shall receive *multiple matching credit*, which when added to the rate used to determine the *current service credit* allowable under Section 843.403, will total 220 %² of the member's deposits. Current service credit for periods ending prior to January 1, 2001, shall be at the greater of the rate in effect December 31, 2000, or the rate to take effect January 1, 2001.

III. PRIOR SERVICE CREDIT PERCENTAGE

Allocated (special) prior service credits granted to any member by the County and in effect December 31, 2000, shall be recomputed at 160 %³ of the maximum (special) prior service credit of each member affected.

¹ 4%, 5%, 6% or 7% unless a lower percentage is required under Section 844.703(h)

² May be 100%, 125%, 150%, 175%, 200%, 225%, 250% or the percentage currently in effect.

³ Must be a multiple of 5%; may be the same as, but not less than the percentage previously adopted by the County.

IV. SELECTION AND ADOPTION OF OTHER OPTIONAL CREDITS AND BENEFITS

Effective January 1, 2001, in accordance with Section 844.704 of the TCDRS Act, the County adopts the following additional rights, credits and benefits⁴ *(To adopt any optional right, credit or benefit described in this section the County Judge must check (✓) and initial each option selected):*

- () Increase in Existing Annuities under Sec. 844.208 at the rate of _____%⁵ (initial here) _____
 (X) Increase in Existing Annuities under Sec. 844.209 at the rate of 1%⁶ (initial here) _____

➔ *NOTE: Only one of the above cost-of-living increases may be selected under this order.*

- () Optional Benefit Eligibility Plan 2 (8-year Vesting/Retirement Eligibility) under Sec. 844.210 (initial here) _____
 () Optional Benefit Eligibility Plan 3 ("Rule of 75" Retirement Eligibility) under Sec. 844.211 (initial here) _____
 () Reinstatement ("Buy-Back") of Previously Forfeited Service Credit under Sec. 843.003 (initial here) _____
 () Service Credit for Military Service (10-year requirement) under Sec. 843.601(c) (initial here) _____
 () Service Credit for Military Service (8-year requirement) under Sec. 843.601(g) (initial here) _____
 () Pre-Membership Credit under Sec. 843.204 (initial here) _____
 () Partial Lump-Sum Distribution under Sec. 844.009 (initial here) _____

V. EMPLOYER CONTRIBUTION RATE

The County hereby undertakes to make monthly normal contributions and prior service contributions to the System at an employer contribution rate that equals or exceeds the total calculated employer contribution rate (*i.e.*, the calculated employer contribution rate plus the rates for any optional rights, benefits and credits elected in Section IV) determined from year to year by the actuary of the System, and approved by the Board of Trustees as provided by Subchapter H of Chapter 844. Such employer contribution rate (which does not include the rate for "picked-up" contributions under Section 845.403(i) and the rate, if any, for contributions to the Supplemental Death Benefits Fund under Section 845.406) shall not exceed the statutory maximum employer contribution rate prescribed by Section 844.703(c) (*currently 11 percent*) unless this Court elects to waive that statutory limit. Any waiver of the statutory maximum rate made in accordance with Section 844.703(c) shall remain in effect until January 1 of the year following the year in which the waiver is repealed by the Court. An employer contribution rate adopted by the Court that exceeds the total calculated employer contribution rate shall remain in effect for each subsequent year until rescinded by the Court or until the total calculated employer contribution rate, determined by the actuary exceeds the elected rate.

⁴ An explanation of all ADCR plan options can be found on pages 3-5 of the attached materials.

⁵ This percentage must be 30, 40, 50, 60, 70 or 80. See lines 18-19 of Exhibit A.

⁶ This percentage must be an integer (e.g., 1%, 2% 3%, etc.). See lines 20-21 of Exhibit A.

For 2001, the County shall make subdivision contributions to the System at the total employer contribution rate of 6.38 %.⁷

ELECTION TO WAIVE THE 11% LIMIT ON EMPLOYER CONTRIBUTIONS

NOTE: The County Judge MUST sign the following election ONLY IF:

- 1) The Court adopts an optional or required employer contribution rate exceeding 11% (see footnote 7 below), or
- 2) The Court adopts optional rights, credits or benefits that produce an employer contribution rate exceeding the actuarially determined limit established for your individual subdivision (as shown in footnote 3 on your Exhibit A for 2001).

Effective January 1, 2001, this Court elects to waive the statutory maximum employer contribution rate limit of 11% prescribed by Section 844.703(c).⁸

Judge's Signature

VI. OTHER PARTICIPATION PROVISIONS CONTINUED

Except as modified by this Order, the orders previously adopted by the Commissioners Court relating to participation in the System and in effect on December 31, 2000, are continued in effect.

⁷ The employer contribution rate should equal either (a) or (b):

- (a) the Calculated Employer Contribution Rate shown on Line 7 of Exhibit A, plus the sum of:
 - 1) the rate for the COLA annuity increase under Section 844.208, if authorized (Line 19, Exhibit A) or under Section 844.209, if authorized (Line 21, Exhibit A); plus
 - 2) the rate for 8-year vesting and retirement eligibility at age 60, if authorized (Line 15, Exhibit A); plus
 - 3) the rate for "Rule of 75" early retirement eligibility, if authorized (Line 16, Exhibit A); plus
 - 4) the rate for Partial Lump-Sum Distribution, if authorized (Line 17, Exhibit A); plus
 - 5) the rate for reinstatement ("buy-back") of previously forfeited service credit, if authorized (Line 14 of Supplemental Exhibit A); plus
 - 6) the rate for "pre-membership" credit, if authorized (Line 14 of Supplemental Exhibit A);
- (b) any whole percentage rate (e.g., 4%, 5%, 6%, 7%, 8%, 9%, 10%, 11%) that is equal to or greater than the rate computed in accordance with the instructions set out in (a) immediately above. The County may elect to contribute at a total calculated employer contribution rate exceeding 11% (as determined by the actuary) or at an integer rate exceeding 11% only if the County waives the statutory maximum employer contribution rate limit in accordance with section 844.703(c). The waiver of the statutory maximum remains in effect until it is revoked by the Commissioners Court. If the subdivision elects to contribute at an integer rate above the actuarially determined rate, that rate will remain in effect until it is changed by order of the Commissioners Court or until the total calculated contribution rate exceeds the elected rate.

⁸ Information regarding the waiver of the statutory maximum employer contribution rate can be found on page 2 of the attached materials.

PART THREE: CLERK'S CERTIFICATION.

I, Barbara Middleton, Clerk of POLK County and ex-officio Clerk of the Commissioners Court, do hereby certify that the foregoing is a full, true and correct copy of: *Commissioners Court Order Amending the Annually Determined Contribution Rate Plan and Making Plan Selections Thereunder*, and of the official minutes pertaining to its adoption, as the same appear of record in Volume 46, Pages 1243 of the official minutes of the Commissioners Court of POLK County, Texas.

Given under my hand and seal of office this 10th day of October, 2000.


County Clerk and Ex-Officio Clerk of the Commissioners Court

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR SOLID WASTE PROJECT

TNRCC Contract # 583-0-83394
Project Number 01-14-G04

The Texas Natural Resource Conservation Commission (TNRCC) has certified that it has the authority to contract with Deep East Texas Council of Governments (DETCOG) by authority granted in the Current Appropriations Act; Texas Water Code, section 5.229 and Texas Health and Safety Code, Chapter 371. Funds for this subcontract are provided from the Solid Waste Fee Revenues. The DETCOG has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

This Solid Waste Contract is entered into by and between the parties named below. Neither the FUNDING AGENCY (Texas Natural Resource Conservation Commission) nor the State of Texas is a party to this Contract.

I. CONTRACTING PARTIES:

The Contractor: Deep East Texas Council of Government
Herein referred to as "DETCOG"

The Subcontractor: County of Polk, Texas
Herein referred to as "SUBCONTRACTOR"

II. SERVICES TO BE PERFORMED:

See "Attachment B - Work Program of SUBCONTRACTOR"
See "Attachment C- Schedule of Deliverables for SUBCONTRACTOR"

III. BUDGET AND PAYMENT PROCEDURES:

See "Attachment D - SUBCONTRACTOR Budget and Authorizations"

IV. ADDITIONAL CONTRACT PROVISIONS:

See "Attachment A - Special Contract Provisions" & Attachment E - General Contract Provisions"

COUNCIL OF GOVERNMENT
Deep East Texas
Council of Governments

Walter G. Diggles

Walter G. Diggles

Executive Director

Date: 9/11/00

SUBCONTRACTOR

County of Polk, Texas

John P. Thompson

John Thompson

County Judge

Date: 10/10/00

**Deep East Texas Council of Governments
Solid Waste Contract
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A. Special Contract Provisions

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- Article 2 Scope of Services
- Article 3 DETCOG Obligations
- Article 4 Reporting Requirements
- Article 5 Monitoring Requirements
- Article 6 Purchase, Title and Management of Equipment and Constructed Facilities
- Article 7 Compliance with Applicable Laws
- Article 8 Authorized Representatives

B. Work Program of SUBCONTRACTOR

C. Schedule of Deliverables from SUBCONTRACTOR

D. SUBCONTRACTOR Budget and Authorizations

- Article 1 Expense Category Standards
- Article 2 Supplemental Funding Standards
- Article 3 SUBCONTRACTOR's Authorized Budget

E. General Contract Provisions

- Article 1 Implementation Project Categories and Standards
- Article 2 Legal Authority
- Article 3 Scope of services
- Article 4 Purpose
- Article 5 Insurance and Liability
- Article 6 Audit/Access to Records
- Article 7 Independent Financial Audit
- Article 8 Amendments to Contract
- Article 9 Termination of Contract
- Article 10 Severability
- Article 11 Data and Publicity
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- Article 14 Identification of Funding Sources
- Article 15 Dispute Resolution
- Article 16 Oral and Written Contracts
- Article 17 ADA Requirements
- Article 18 Utilization of Small, Minority and Women's Business Enterprises
- Article 29 Force Majeure
- Article 20 Entire Contract

**Deep East Texas Council of Governments
Solid Waste Contract
Attachment A: Special Contract Provisions**

Article 1 Period of Performance

The period of performance of this Solid Waste Interlocal Agreement (hereafter, the Contract) begins on September 1, 2000 and ends on July 31, 2001.

Article 2 Scope of Services

All parties agree that the SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services with DETCOG as specifically described in Attachment B and C of this Contract.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon expense standards and authorized budget shown in Attachment D of this Contract.

Failure on the part of the SUBCONTRACTOR to comply with the conditions set forth in this Contract shall be the basis for termination of the Contract and/or revocation of any unexpended or inappropriately expended funds.

Article 3 DETCOG Obligations

(a). Measure of Liability

In consideration of full and satisfactory performance hereunder, DETCOG will be liable to SUBCONTRACTOR in an amount equal to the actual costs incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. DETCOG is not liable for expenditures made in violation of the Authorized Budget and funding guidelines in Attachment D, which outlines the standards which shall apply to the SUBCONTRACTOR'S use of funds provided under this Contract, including prohibited activities and expense categories as defined by the TNRCC.
2. DETCOG is not liable for any costs incurred by SUBCONTRACTOR in the performance of this Contract which have not been billed to DETCOG within fifteen (15) days following termination of this Contract.
3. DETCOG is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR before commencement of this Contract or after termination of this Contract.
4. Except as specifically authorized by DETCOG in writing, DETCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87.

(b). Method and Schedule of Payment

To be eligible for payment under this contract, costs must have been incurred and either paid by SUBCONTRACTOR prior to claiming reimbursement from DETCOG or incurred by the last day of the time period indicated on a Request for Reimbursement form and liquidated no later than forty-five (45) days after the end of the period.

1. **Financial reporting.** SUBCONTRACTOR will submit to DETCOG a completed, signed and dated "Request for Reimbursement" form (Exhibit 1, Attachment A) for expenses incurred. Expenditures shall be consolidated and "Request for Reimbursement" submitted no more than twice a month. All "Requests for Reimbursement" shall include documentation of each detailed paid expenditure listed, to include the appropriate paid invoices, canceled checks and signed time sheets. Each request should also include and updated, signed and dated "Financial Status Report" form (Exhibit 2, Attachment A).
2. **Documentation required.** In general, SUBCONTRACTOR will maintain whatever expenditure documentation is necessary to demonstrate that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to the implementation of the project. The records which shall be maintained, include but are not limited to the following:
 - (i). SALARY/WAGES- Time sheets that have been signed and approved.
 - (ii). TRAVEL- Documentation should be consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, etc.
 - (iii). EQUIPMENT- Purchase orders, invoices and canceled checks.
 - (iv). SUPPLIES- Purchase orders (if issued), invoices, and canceled checks.
 - (v). CONTRACTUAL- All of the above, plus documentation that the costs were reasonable and necessary. The same standards shall be applicable to subcontractors.
 - (vi). OTHER- All of the above apply.
3. **Payments.** Upon review and approval of each "Request for Reimbursement" and accompanying "Financial Status Report" by DETCOG, payment shall be made to SUBCONTRACTOR against DETCOG liabilities to be accrued hereunder. Payments (reimbursements) required under this contract may be withheld by DETCOG until such a time as any past due Reports are received (see Attachment A, Article 4).

(c). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this Contract, SUBCONTRACTOR must submit to DETCOG a final "Financial Status report," on which item (5) of the form indicates that the report is the "Final report." If all expenditures have been completed before the

end of the Contract, SUBCONTRACTOR shall submit the final "Financial Status Report" with final "Request for Reimbursement."

Article 4. Reporting Requirements

- (a). The SUBCONTRACTOR shall prepare and submit to the DETCOG, biannual written Summary and Results Reports (Exhibit 3, Attachment A) concerning performance under this Contract, documenting accomplishments and units of work performed under Attachment B of this Contract. All Summary/Results Reports shall be submitted by the dates indicated below:
- **March 12, 2001** For period of September 1, 2000-February 28, 2001
 - **September 10, 2001** For period of March 1, 2001-August 31, 2001
- (b). The September 10, 2001 report shall serve as a "Final Report," and will certify in writing that the SUBCONTRACTOR has satisfactorily completed all tasks and deliverables required under this contract. If a grant-funded activity ends well before August 31, 2001, the SUBCONTRACTOR will continue to submit biannual Summary/Results Reports and a Final Report, unless a written request to do otherwise is approved by DETCOG.
- (c). The SUBCONTRACTOR shall continue to track the results of the project activities for the life of the project and shall provide a written Follow-up Report in September 2002 on a form to be provided by DETCOG.
- (d). The SUBCONTRACTOR biannual Summary and results Reports required under part (a) of Article 4 contains descriptions of activities and expenditures for the DETCOG to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the biannual Summary and Results Reports in order to assure the DETCOG that the activities are not prohibited under Articles 1 and 2 of Attachment D (relating to funding guidelines). The SUBCONTRACTOR shall comply with any reasonable request by the DETCOG for additional information on activities conducted in order for the DETCOG to monitor adequately the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract.
- (e). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

Article 5 Monitoring Requirements

- (a). DETCOG may periodically monitor SUBCONTRACTOR for:
1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
 2. The administrative and operational effectiveness of the project.

- (b). DETCOG shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract, including site visits, for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

ARTICLE 6. TITLE TO AND MANAGEMENT OF REAL PROPERTY AND EQUIPMENT

Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement by the PERFORMING PARTY or a pass-through grant recipient will vest upon acquisition or construction in the PERFORMING PARTY or the pass-through grant recipient respectively.

6.1. Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement or a pass-through grant contract shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.

6.2. The PERFORMING PARTY or pass-through grant recipient shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the PERFORMING PARTY under this Agreement.

6.3. The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to the FUNDING AGENCY for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

6.4. The PERFORMING PARTY and pass-through grant recipients may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the PERFORMING PARTY or the pass-through grant recipient is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the PERFORMING PARTY and pass-through grant recipients must meet the requirements set forth in this Section.

6.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

6.4.2. A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the PERFORMING PARTY and the pass-through grant recipients shall include adequate safeguards to prevent loss,

damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The PERFORMING PARTY and the pass-through grant recipients shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

6.4.3. Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the PERFORMING PARTY and pass-through grant recipients should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing. Firearms shall be maintained on the PERFORMING PARTY'S or pass-through grant recipient's inventory system irrespective of cost, and the following equipment with costs between \$500 and \$1,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones.

6.5. The PERFORMING PARTY or the pass-through grant recipient, respectively, may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

6.6. The PERFORMING PARTY agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$1,000 or more is no longer needed for the originally authorized purpose, the FUNDING AGENCY has the right to require disposition of the property by the PERFORMING PARTY or a pass-through grant recipient in accordance with the provisions of this Article.

6.7. When, during the useful life of property acquired with grant funds under this Agreement by the PERFORMING PARTY and with a current per-unit fair market value of \$1,000 or more, the property is no longer needed for the originally authorized purpose, the PERFORMING PARTY agrees to request disposition instructions from the FUNDING AGENCY. When property acquired by a pass-through grant recipient with grant funds provided by the PERFORMING PARTY under this Agreement is no longer needed for the originally authorized purpose, the PERFORMING PARTY agrees that a pass-through grant contract will require the pass-through grant recipient to request disposition instructions from the PERFORMING PARTY or, if the PERFORMING PARTY is no longer administering a Regional Solid Waste Grants Program, the FUNDING AGENCY. The PERFORMING PARTY shall, in turn, request authorization from the FUNDING AGENCY to provide disposition instructions to the pass-through grant recipient. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where the PERFORMING PARTY or pass-through grant recipient fails to take appropriate disposition actions, the FUNDING AGENCY may direct the PERFORMING PARTY or pass-through grant recipient to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.

6.7.1. Retain title, sell, or otherwise disposed of with no obligation to compensate the FUNDING AGENCY or, in the case of a pass-through grant recipient, the PERFORMING PARTY.

6.7.2. Retain title after compensating the FUNDING AGENCY or, in the case of a pass-through grant recipient, the PERFORMING PARTY. If the PERFORMING PARTY is compensated by a pass-through grant recipient for property acquired using funds provided under this Agreement, the PERFORMING PARTY will in turn compensate the FUNDING AGENCY or, upon authorization by the FUNDING AGENCY, use those funds for other projects or activities that support this or similar future programs conducted by the FUNDING AGENCY. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

6.7.3. Sell the property and compensate the FUNDING AGENCY or, in the case of pass-through grant recipient, the PERFORMING PARTY. If the PERFORMING PARTY is compensated by a pass-through grant recipient for property acquired using funds provided under this Agreement, the PERFORMING PARTY will in turn compensate the FUNDING AGENCY or, upon authorization by the FUNDING AGENCY, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the FUNDING AGENCY. The amount due will be calculated by applying the FUNDING AGENCY's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When the PERFORMING PARTY or a pass-through grant recipient is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

6.7.4. Transfer title to the FUNDING AGENCY or, in the case of a pass-through grant recipient, the PERFORMING PARTY, or to a third-party designated/approved by the FUNDING AGENCY. If the PERFORMING PARTY or the pass-through grant recipient participated financially in the original purchase of the property, the PERFORMING PARTY or the pass-through grant recipient may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

6.8. Items of property with a current per-unit fair market value of less than \$1,000 may be retained, sold or otherwise disposed of by the PERFORMING PARTY or the pass-through grant recipient with no further obligation to the FUNDING AGENCY. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the FUNDING AGENCY upon request.

6.9. Pass-Through Grant Provisions. The PERFORMING PARTY shall include provisions in its pass-through grant contracts to implement and enforce the provisions of this Article.

Article 7. Compliance with Applicable Laws

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this contract, including, but not limited to, the laws referred to in this Contract. If the SUBCONTRACTOR or DETCOG observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Contract modification.

Article 8. Authorized Representatives

- (a) The DETCOG hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract. The DETCOG Project Representative shall not be deemed to have authority to bind the DETCOG in contract unless the EXECUTIVE DIRECTOR of the DETCOG has delegated such authority.
- (b) The SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from the DETCOG, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.
- (c) Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.
- (d) The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with the DETCOG.

The TNRC hereby designates the individual below as the person to give direction to the DETCOG as Project Representative of DETCOG:

Lynne Haase
Texas Natural Resource Conservation Commission
P.O. Box 13087/MC-206
Austin, Texas 78711-3087
TEL (512) 239-6809; FAX (512) 239-6166

The DETCOG hereby designates the individual named below as the person authorized to receive direction from the DETCOG, to manage the work being performed, and to act on behalf of the DETCOG as a Project Representative:

Van Bush
Solid Waste Program Coordinator
Deep East Texas Council of Governments
274 East Lamar
Jasper, TX 75951
TEL (409) 384-5704; FAX (409) 384-5390

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from DETCOG, to manage the work being performed, and to act on behalf of SUBCONTRACTOR as a Project Representative/Coordinator:

Jay Barbee
Environmental Officer
Polk County
P.O. Box 528
Leggett, Texas
TEL (936) 327-6829; FAX (936) 398-2448

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment D of this Contract or any other applicable provision:

Bill Law
Polk County Auditor
Courthouse
Livingston, TX 77351
Tel (936) 327-6801; Fax (936) 327-6891

Deep East Texas Council of Governments
Solid Waste Interlocal Agreement
ATTACHMENT B: Work Program of SUBCONTRACTOR

PROJECT GOAL STATEMENT- Polk County plans to increase its presence in environmental enforcement by adding a second officer. In that effort, Polk County has requested an additional vehicle for enforcement efforts.

Phase I- Planning

Task 1: Identify Project Representative/Coordinator

Deliverable: Complete p.10 of the Contract, designating a responsible individual familiar with the project to receive direction from DETCOG, to manage the work being performed and to act on behalf of the SUBCONTRACTOR.

Task 2: Evaluate Needs

Deliverable: Meet with DETCOG Staff to discuss specific project goals and develop appropriate work program, budget and schedule of deliverables.

Phase II- Contract Execution

Task 3: Coordinate Contract Execution with Officials

Deliverable: Present completed contract to officials for approval and authorization to sign the document, coordinate return of signed copy to DETCOG.

Task 4: Coordinate Contract Execution with DETCOG

Deliverable: Coordinate with designated DETCOG Project Representative to ensure timely return of fully executed contracts to officials, indicating authorization to begin formal implementation of the project.

Phase III-Implementation

Task 5: Prepare Specifications/Design Project

Deliverable: Provide project specifications and summary of proposed project to DETCOG for review and approval, based on previously evaluated needs, before advertising for bids.

Task 6: Advertise for Bids

Deliverable: Provide copies of bids received to DETCOG with request to authorize spending.

Task 7: Purchase Equipment/Construct Facility

Deliverable: Submit Requests for Reimbursement with invoices and updated Financial Status Report to DETCOG following purchases in order to receive funds.

Task 8: Receive Equipment/Complete Construction

Deliverable: Upon receipt of equipment/completion of construction or project, all items will be inventoried properly; provide notification and photo to DETCOG.

Task 9: Operate Equipment/Facility

Deliverable: Maintain logs of operation and track waste diversion; keep records for onsite visits and inspections.

Task 10: Publicity and Education

Deliverable: Submit copies of all instructional fliers, educational materials and news articles to DETCOG.

Phase IV- Monitoring and Reporting**Task 11: Maintain Adequate Records**

Deliverable: Record and compile daily/weekly/monthly activities; submit as requested to DETCOG.

Task 12: Quarterly Reporting and Evaluation

Deliverable: Submit quarterly Summary and Results Reports to DETCOG with updated evaluation of project results, as detailed in Attachment A, Article 4 of the Contract.

Task 13: Follow-up Monitoring

Deliverable: Track results/activities for the life of the project; submit one-year follow-up Results Report on waste diversion rates, and others if requested by DETCOG and TNRCC.

**Deep East Texas Council of Governments
Solid Waste Contract
Attachment D: SUBCONTRACTOR Budget and Authorizations**

Article 1 Expense Category Standards

In addition to the standards and requirements of this Contract, the definitions and requirements set forth in Sections (a)-(h) below shall apply to the SUBCONTRACTOR's use of funds provided under this Contract and assignment of expenses to the expense categories of the Authorized Budget.

(a). Personnel

1. Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized.
2. Proposed changes in personnel must be approved by DETCOG.

(b). Travel

1. Travel expenses directly related to the conduct of the funded program, incurred by employees assigned to the project, may be authorized.
2. The SUBCONTRACTORS shall obtain prior written authorization from DETCOG for expenditures under this Contract of any travel outside the State of Texas.
3. In accordance with the UGCMS, if the SUBCONTRACTOR does not have an established written travel policy approved by the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the rates allowed by the State of Texas for its employees.

(c). Supplies

1. Expenses for supplies for the conduct of the funded project may be authorized. Expenses include non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to routine purchase of office supplies and other goods consumed by the SUBCONTRACTOR in a relatively short time in the performance of this contract.
2. Non-routine expenditures of goods and materials not defined as equipment should be charged to the "Other" expense category.

(d). Equipment

1. Equipment purchases necessary and appropriate for the approved project may be authorized and include expenditures for non-construction related, tangible, personal property having a unit acquisition cost of \$1,000 or more (including freight and set-up costs) and an estimated useful life of more than one year.
2. No equipment is to be purchased by the SUBCONTRACTOR unless approved in advance in writing by the DETCOG.
3. Any equipment that will be used for other activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time it will be directly used for the funded project.

(e). Construction

1. Appropriate construction costs, related to the enhancement of building of permanent facilities, may be authorized, including costs of planning, of materials and labor, of attached equipment and of any subcontracts performed as part of the project.

2. No expenditures under the "Construction" expense category shall be allowed unless approved in advance by DETCOG in advance.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed.

(f). Contractual Expenses

1. Expenses for professional services and tasks provided by a firm or individual who is not employed by the SUBCONTRACTOR, and which are related directly to the approved implementation project may be authorized.
2. No contractual costs should be incurred by the SUBCONTRACTOR unless the contract is approved in advance by DETCOG in writing.
3. All applicable laws and regulations concerning bidding and contracting for service must be followed.

(g). Other Expenses

1. Other expenses, not falling under the main categories, may be authorized, if appropriate for the proposed project.
2. Any "Other" category expenses not specifically spelled out in this agreement, including computer hardware or software purchases not included under the "Equipment" expense category, shall be reimbursed only if approved by DETCOG in writing.
3. Other expenses, related directly to the approved implementation project, for which prior authorization is not generally required include:
 - (i) Books and reference materials, subscriptions, dues, membership, training and registration fees;
 - (ii) Postage, telephone, FAX and utilities expenses;
 - (iii) Space and equipment rentals, office furniture, repair and maintenance costs;
 - (iv) Printing and reproduction, advertising, public notices, signs.

(h). Indirect Costs

1. Indirect costs may be authorized, if applicable to the project.
2. If the SUBCONTRACTOR has current approved cost allocation plans prepared in accordance with OMB Circular No. A-87 of UGCMA, the SUBCONTRACTOR may use the indirect rates in accordance with that plan.
3. If the SUBCONTRACTOR does not have an approved cost allocation plan, the indirect rate used may not exceed the maximum amounts listed on the Indirect Cost Computation table established in the UGCMS.

Article 2. Supplemental Funding Standards

In addition to the standards set forth in applicable statutes and regulations, the standards outlined below apply to all uses of funds provided under this Contract. Unless authorization is otherwise specifically provided for in or under the terms of this Contract, the SUBCONTRACTOR shall ensure that the use of funds provided under this Contract, to include funds provided for pass-through grants, is in accordance with the supplemental funding standards set forth in this Article.

- (a). Payment of Fees.** Local and regional political subdivisions subject to the payment of solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.

- (b). **Land Acquisition Costs.** Funds provided under this Agreement may not be used to acquire land or an interest in land.
- (c). **Municipal Solid Waste-Related Programs Only.** Funds provided under this Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.
- (d). **Programs Solely Related to Collection of Certain Wastes.** Funds provided under this Agreement may not be used for programs and activities solely related to the management of automotive wastes, to include: scrap tires, used oil, oil filters, antifreeze, lead-acid batteries or special wastes excluded from the disposal in MSW landfills. Funds may also not be used for the processing of scrap tires, such as the purchase of equipment to shred or split the tires. However, collection of these materials may be included as part of a more comprehensive project, so long as that is not the sole intent of the program.
- (e). **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds provided under this Agreement may not be used for the costs of disposal of municipal solid waste (MSW). This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste (MSW). This provision does not apply to activities included under an authorized project category, to include landfill scales, citizen's collection stations and small registered transfer stations.
- (f). **Projects Requiring a FUNDING AGENCY Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from FUNDING AGENCY and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This provision, however, may be waived by the FUNDING AGENCY, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of biosolids for beneficial use. The applicant and/or the DETCOG should request a preliminary determination from the FUNDING AGENCY as to the eligibility of the project prior to consideration for funding.
- (g). **Projects Requiring FUNDING AGENCY Registration.** Projects or facilities that require registration with FUNDING AGENCY, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally approved before the project can be selected for funding.
- (h). **Projects that Create a Competitive Advantage over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities, and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.
- (i). **Supplanting Existing Funds.** Funds provided under this Agreement may not be used to supplant salaries of an existing funds. In particular, staff positions where the assigned position will remain the same and that were active at the time of the grant application, and

were funded from a source other than the previous solid waste grant, are ineligible for grant funding. This provision, however, does not apply to the salaries for staff of the DETCOG in its conduct of activities under this Agreement.

- (j). **Food/Entertainment Expenses.** Funds provided under this Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized per diem expenses for food costs incurred while on travel status.
- (k). **Use of Alcoholic Beverages.** Funds provided under this agreement may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
- (l). **Acquisition of Goods and Services.** Recipients of funds must comply with all state and local laws and regulations pertaining to the acquisition of goods and services. In recognition of the requirement that projects not create a competitive advantage over private industry, it is a goal of this program that competitive processes be used to the extent possible for all purchases using grant funds. In addition, the SUBCONTRACTOR is encouraged to participate in the State Cooperative Purchasing Program.
- (m). **Legislative and Lobbying Expenses.** In accordance with state laws and regulations, funds provided under this Contract may not be used for expenses to support political activity, either directly or indirectly. As required by section 33, Article IX of H.B. 1, the standards set forth in section 5, Article IX of H.B. 1, shall apply to the use of funds provided under this Contract.

Article 3. SUBCONTRACTOR'S Authorized Budget

- (a). DETCOG's obligation for expenses (costs) authorized under this Contract shall in no case exceed the maximum DETCOG obligation amount set forth in this attachment of this Contract.
- (b). Budgeted expenses for reimbursement under this Contract are as follows:

BUDGET CATEGORY	GRANT FUNDING
a. Personnel/salaries	\$
b. Fringe benefits	\$
c. Travel	\$
d. Supplies	\$
e. Equipment	\$20,000
f. Construction	\$
g. Contractual (other than construction)	\$
h. Other	\$
i. TOTAL DIRECT COSTS	\$20,000
j. Indirect costs *	\$
k. TOTAL PROJECT COSTS	\$20,000

*Any indirect charges must be in accordance with approved cost allocation plan, or in accordance with the Indirect Cost Computation Table in the current UGCMS, which is available from DETCOG. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

**Deep East Texas Council of Governments
Solid Waste Contract
Attachment E: General Contract Provisions**

ARTICLE 1. IMPLEMENTATION PROJECT CATEGORIES AND STANDARDS

The standards and requirements set forth in this Article shall apply to all implementation projects selected for funding under Article 6 of these Program Conditions, and finally funded under this Agreement. The DETCOG shall be responsible for ensuring that the implementation projects funded under this Agreement comply with the standards set forth in this Article.

1.1. Eligible Implementation Funding Recipients. Only those local and regional political subdivisions located within the State of Texas as set forth in this Section are eligible to receive funding from the DETCOG as a pass-through grant.

1.1.1. Cities.

1.1.2. Counties.

1.1.3. Public schools and school districts (does not include Universities or post secondary educational institutions).

1.1.4. Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

1.1.5. Councils of Governments.

1.1.6. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the FUNDING AGENCY, are not eligible to receive pass-through grant funding from the DETCOG. The FUNDING AGENCY shall provide, on a quarterly basis, the DETCOG a list of entities for which fee payments are in arrears. The DETCOG shall allow a potential pass-through grant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the DETCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, the DETCOG may consider that applicant to be eligible to receive pass-through grant funding under this agreement.

1.2. Implementation Project Categories. The DETCOG shall ensure that all implementation projects funded under this Agreement fit within the categories set forth in this Section. The category-specific funding limitations outlined for each category shall apply to all uses of funds under implementation projects conducted for that category.

1.2.1. Local Enforcement. This category consists of projects which contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid

waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Funding limitations specific to this category are set forth in this Section.

1.2.1.1. Funds provided under this Agreement may not be used for enforcement activities related to the illegal disposal of industrial or hazardous waste. Instances where industrial or hazardous waste may be discovered at an investigation site do not preclude the general investigation of that site, so long as the funded program is specifically aimed at the illegal disposal of municipal solid waste.

1.2.1.2. Funds provided under this Agreement may not be used for either the cleanup of illegal disposal sites nor the transportation and/or disposal of wastes collected at those sites. Note that while this restriction applies to ongoing enforcement programs dealing with illegal dumping, general community cleanup events that may include the cleanup and transportation of general litter and materials may be authorized under a separate category.

1.2.2. Source Reduction and Recycling. This category includes projects which provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Activities funded under this category may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling. Funding limitations specific to this category are set forth in this Section.

1.2.2.1. Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.

1.2.2.2. Any program or project aimed at demonstrating the use of products made from recycled and/or reused materials shall have as its primary function the education and training of residents, governmental officials, and others, in order to encourage support for recycling efforts.

1.2.2.3. Programs aimed at efficiency improvements in a local government's solid waste management system to increase the source reduction of solid waste must be coordinated with the FUNDING AGENCY. Any program to develop a full-cost accounting system shall utilize the full-cost accounting guidance prepared by the FUNDING AGENCY.

1.2.2.4. Projects funded under this Agreement may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of

equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste Collection facility or program.

1.2.3. Local Solid Waste Management Plans. This category includes projects to develop and have adopted by the FUNDING AGENCY a local solid waste management plan, in accordance with Subchapter D, §363 of the Texas Health & Safety Code, as implemented by FUNDING AGENCY rule, 30 TAC Chapter 330, Subchapter O., or to amend an existing local solid waste management plan that has been adopted by the FUNDING AGENCY. Funding limitations applicable to this category are set forth in this Section.

1.2.3.1. The local planning area must be consistent with one or a combination of local solid waste management planning subregions identified by the DETCOG in its regional solid waste management plan.

1.2.3.2. All local solid waste management plans shall be consistent with the adopted regional solid waste management plan, and prepared in accordance with Subchapter O of the FUNDING AGENCY's Municipal Solid Waste regulations (30 TAC Chapter 330) and the Content and Format Guidelines provided by the FUNDING AGENCY.

1.2.3.3. Funding provided under this category may not be used for final engineering work, designs, or construction plans.

1.2.3.4. At least one year should be allowed for the completion and adoption of the local plan.

1.2.4. Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct municipal solid waste collection facilities in areas of the state which are under served by collection services or do not have access to proper disposal facilities. Projects funded under this category may include citizens' collection stations, as these facilities are defined under the FUNDING AGENCY's Municipal Solid Waste regulations (30 TAC Chapter 330, §330.2). Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the regulations may also

be funded. A project funded under this category shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funding limitations specific to this category are set forth in this Section.

1.2.4.1. Transfer stations that require a permit from the FUNDING AGENCY may not be funded.

1.2.4.2. Municipal solid waste transfer stations that qualify for registration under §330.4(d)(1)- (3) of the Municipal Solid Waste regulations may be funded.

1.2.4.3. Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under §330.4(d)(4), may not be funded.

1.2.4.4. Municipal solid waste transfer stations that qualify for a registration only under the provisions of §330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of §330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

1.2.4.5. Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under §330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, §330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.

1.2.4.6. Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

1.2.4.7. Transfer stations that require a registration must have already received that registration from the FUNDING AGENCY before a grant may be awarded.

1.2.5. Household Hazardous Waste Management. This category includes projects which provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals and other materials. Projects may include collection events, consolidation and transportation costs associated with collection activities, permanent collection facilities, and education and public awareness programs. Funding limitations specific to this category are set forth in this Section.

1.2.5.1. Projects under this category must be coordinated with the FUNDING AGENCY to ensure that all applicable regulations and guidelines are followed.

1.2.5.2. Funds provided under this Agreement may not be used for costs related to the disposal of collected wastes.

1.2.5.3. Funds provided under this Agreement may not be used for programs and activities related to the collection and management of commercial, industrial, and hazardous wastes.

1.2.5.4. Funds provided under this Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.

1.2.6. Installation of Scales at Municipal Solid Waste Landfills. This category includes projects for the installation of scales and related equipment for the operation of those scales at a municipal solid waste landfill. Projects under this category may include design and engineering work, purchase and installation of scales and related equipment, site improvements necessary for equipment installation, and the purchase and installation of computer hardware and software necessary to operate the scales. Funding limitations specific to this category are set forth in this Section.

1.2.6.1. Funds may not be used for the operation of a scales system, once the system is in place.

1.2.6.2. Funds may only be used for those costs directly related to the scales system. Ancillary equipment or facilities, such as a gatehouse, fencing, landfill entrances or roadwork, and other similar activities may not be funded unless they are clearly necessary for the installation and operation of the scales.

1.2.6.3. Onboard truck scales for solid waste collection vehicles are not eligible for funding.

1.2.7. Technical Studies. This category includes projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level. Projects under this category may also include research and investigations to determine the location and boundaries of closed municipal solid waste landfills in support of the regional solid waste landfill inventory program. Funding limitations specific to this category are set forth in this Section.

1.2.7.1. All technical studies shall be consistent with the adopted regional solid waste management plan, and prepared in accordance with the Content and Format Guidelines provided by the FUNDING AGENCY.

1.2.7.2. Funding may not be used for final engineering work, designs, or construction plans.

1.2.7.3. A landfill or landfiling may be the topic of a technical study only if it is part of an overall, integrated solid waste management system. However, this restriction does not apply to research related to an inventory of closed municipal solid waste landfill sites.

1.2.8. Community Cleanup Events. This category includes projects to support periodic community cleanup activities, to include Lake and River Cleanup events and the FUNDING Agency's Texas Country Cleanup program. Projects included under this category may include general community cleanup events designed to involve the residents and community in periodic cleanup of litter and trash within the community. In addition, projects may include Lake and River Cleanup events conducted in close coordination with the FUNDING Agency's Lake and River Cleanup program. These events include periodic events involving the community to clean up litter and trash along the states rivers and lakes. Finally, projects

may be conducted to support Texas Country Cleanups conducted in cooperation with the FUNDING Agency's Texas Country Cleanup program to collect empty, properly rinsed pesticide containers, batteries, tires, used oil, and oil filters in rural areas which have historically had limited options in handling these types of waste. Funding limitations specific to this category are set forth in this Section.

1.2.8.1. Funding under this category is for periodic events involving residents and the community to clean up litter and to collect materials for recycling. Funds provided under this Agreement may not be provided for ongoing activities aimed at cleanup of chronic illegal dumping sites, major debris removal from waterways, and similar activities that go beyond the scope of general community cleanup activities.

1.2.8.2. Lake and River Cleanups and Texas Country Cleanups shall be closely coordinated with the appropriate FUNDING AGENCY cleanup program staff. Prior to developing a proposal for these events, the applicant shall contact the FUNDING AGENCY program staff to discuss potential program activities. Lake and River Cleanup programs shall be coordinated with the appropriate local or state Keep Texas Beautiful organization, which is coordinating the Lake and River Cleanup program under contract with the FUNDING AGENCY.

1.2.8.3. Agricultural or household chemicals shall not be accepted under this program, unless a portion of the grant is also designated for a household hazardous waste collection event, in accordance with the standards and procedures under the Household Hazardous Waste project category.

1.2.8.4. Funds may not be used for the disposal of collected wastes.

1.2.9. Educational and Training Projects. Educational components are encouraged under the 1.2.8 categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid

waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses. Funding limitations specific to this category are set forth in this Section.

1.2.9.1. Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

1.3. Project Screening Criteria. In order for any proposed project to be considered, the following screening criteria must be met. If these screening criteria are not met, the DETCOG shall ensure that the proposed project shall receive no further consideration for grant funding.

The DETCOG shall clearly state these screening criteria on all RFAs and application materials, to ensure that all applicants are aware of the criteria set forth in this Section.

- 1.3.1. The application must be complete and all application requirements and procedures followed, including requirements to notify private service providers of the proposed project, when applicable.
- 1.3.2. The proposed project must conform to eligible category standards, eligible recipient standards, and allowable expense and funding standards, as established by this Agreement and under all applicable laws and regulations.
- 1.3.3. The applicant must agree to document the results of the project as required by the DETCOG.
- 1.3.4. The proposed project must be technically feasible, and there must be a reasonable expectation that the project can be satisfactorily completed within the required time frames.
- 1.3.5. The proposed project activities and expenses must be reasonable and necessary to accomplish the goals and objectives of the project. One factor in determining reasonableness of expenses shall be whether comparable costs are proposed for comparable goods and services.
- 1.3.6. The proposed project must be consistent with applicable goals, objectives, and recommendations of the adopted regional solid waste management plan.

Article 2 Legal Authority

The SUBCONTRACTOR warrants and assures DETCOG that it possesses adequate legal authority to enter into this Contract. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Contract and bind the SUBCONTRACTOR to the terms of this Contract and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to the provisions of section 361.014 TEX. HEALTH & SAFETY CODE ANN. (as amended by H.B. 3072, 74th Texas Legislature), section 330.569 of the TNRCC Municipal Solid Waste Regulations (30 TAC Chapter 330); the Uniform Grant & Contract Management Act, TEX. GOV'T CODE., section 783.001 et. seq.; the Uniform and grant Standards, 1 Texas Administrative Code (TAC), section 5.141 et. seq. (collectively, "UGCMA"); and the contract between TNRCC & DETCOG.

Article 3 Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Contract Provisions (Attachment E) and Special Contract provisions (Attachment A), which are hereby incorporated into and made a part of this Contract as if set out word-for-word herein.

Article 4 Purpose

- (a). The purpose of this Contract is to accomplish the goals of House Bill 3072, 74th Texas

Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TNRCC and to update and maintain those plans.

- (b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this CONTRACT are:
1. To enable the DETCOG to carry out or conduct various municipal solid waste management-related services and support activities within the DETCOG's regional jurisdiction; and
 2. To administer an efficient and effective, region-wide, pass-through (subgrant) assistance grants program and/or, where authorized by the TNRCC, to conduct various DETCOG - managed projects.

Article 5 Insurance and Liability

- (a). The SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this Contract.
- (b). The SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to DETCOG any amounts determined by DETCOG, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Contract.

Article 6 Audit/Access to Records

- (a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents and other evidence reasonably pertinent to performance on all work under this Contract, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTOR's office. The SUBCONTRACTOR shall also maintain and make available at its office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Contract or any negotiated subagreement or change order or a copy of the cost summary submitted to DETCOG. The DETCOG, TNRCC, Texas State Auditor's Office or any of the DETCOG's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection and/or audit. During the conduct of any such review, audit or inspection, the SUBCONTRACTOR's books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the DETCOG or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities for such access and inspection.
- (b). Audits conducted pursuant to this provision shall be in accordance with state law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(s).
- (c). The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting

from assess to records pursuant to Section (a). above to the DETCOG. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the SUBCONTRACTOR an opportunity to comment on the pertinent portions of the draft audit report.

- (d). Records under Section (a). above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final DETCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- (e). Access to records is not limited to the required retention periods. The authorized representative designated in Section (a). of this article shall have access to records at any reasonable time for as long as the records are maintained.
- (f). The audit/access to records Article applies to financial records pertaining to all subagreements and all subagreement change orders and amendments. In addition, this right of access applies to all records pertaining to all subagreements, subagreement change orders and subagreement amendments: to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience.
- (g). The DETCOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on work performed under this Contract.
- (h). The SUBCONTRACTOR agrees to include Sections (a). through (g). of this article in all subagreements and all change orders directly related to project performance.

Article 7 Independent Financial Audit

The SUBCONTRACTOR agrees to the Single Audit requirements of the UGCMA. The SUBCONTRACTOR shall deliver to the DETCOG any applicable audit report within thirty (30) days of completion of the audit report. The SUBCONTRACTOR is responsible for including the Single Audit requirements in all subagreements and shall be responsible for insuring adherence to those requirements by all subgrantees and subcontractors. or inspection.

DETCOG reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Contract which may be performed by local government audit staff, a certified public accountant firm, or other auditors as designated by the DETCOG. Such audit conducted in accordance with applicable professional standards and practices. SUBCONTRACTOR understands that the SUBCONTRACTOR shall be liable to the DETCOG for any costs disallowed as a result of audit.

Article 8 Amendments to Contracts

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or

regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

DETCOG may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between DETCOG and the SUBCONTRACTOR in writing shall be incorporated into this Contract.

Any changes in personnel whose salaries are funded under this Contract or any other Contract amendments, including increasing or decreasing the amount of total funding, altering budget category allocations, extending or shortening the term of the agreement, or making significant changes in the scope of work, schedule, or deliverables, must be approved in advance by the DETCOG. A detailed description of the proposed change(s) shall be submitted in writing by the SUBCONTRACTOR to DETCOG for approval. Authorization to amend the Contract will be documented in writing and copies of the authorization retained in the files of both the DETCOG and SUBCONTRACTOR.

Article 9 Termination of Contract

The SUBCONTRACTOR acknowledges that this Contract may be terminated under the following circumstances:

(a). Convenience

DETCOG may terminate this Contract in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason DETCOG determines that such termination is in the best interest of DETCOG. Upon receipt of notice of termination, all services hereunder of the SUBCONTRACTOR and its employees and subcontractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the SUBCONTRACTOR shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Contract and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. DETCOG agrees to pay the SUBCONTRACTOR, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of DETCOG compensation previously paid.

The SUBCONTRACTOR may cancel or terminate this Contract upon thirty (30) days written notice by certified mail to DETCOG. The SUBCONTRACTOR may not give notice of cancellation after it has received notice of default from DETCOG. In the event of such termination prior to completion of the contract provided for herein, DETCOG, agrees to pay services herein specified on a prorated bases for work actually performed and invoiced in accordance with the terms of this Contract, less payment of any compensation previously paid.

(b). Default

DETCOG may, by written notice of default to the SUBCONTRACTOR, terminate the whole or any part of the Contract in any one of the following circumstances:

1. If the SUBCONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof; or
2. If the SUBCONTRACTOR fails to perform any of the other provisions of this Contract

for any reason whatsoever, or so fails to make progress or so violates the Contract in a manner which significantly endangers substantial performance of the Contract or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by DETCOG in writing) after receiving written notice by certified mail of default from DETCOG. In the event of such termination, all services of the SUBCONTRACTOR and its employees and subconsultants shall cease and the SUBCONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to the Contract and to the satisfaction of the Executive Director of DETCOG or his designee which has not appeared on a prior invoice. DETCOG agrees to pay the SUBCONTRACTOR, in accordance with the terms of this Contract, for services actually performed and accruing to the benefit of DETCOG as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by DETCOG as a result of such default, including an amount agreed to in writing by DETCOG and the SUBCONTRACTOR to be necessary to complete the services herein specified, in addition to that which would have been required had the SUBCONTRACTOR completed the services herein specified as required herein.

Article 10 Severability

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

Article 11 Data and Publicity

All data and other information developed under this Contract shall be furnished to the DETCOG and shall be public data and information except to the extent that it is exempted from public access by Texas Open Records/Public Information Act, Vernon's TEX. GOV'T CODE, Section 552. Upon termination of this Contract, all data and information shall become the joint property of the DETCOG and the SUBCONTRACTOR.

Article 12 Intellectual Property

- (a) For purpose of this Article, "intellectual property" refers to (1) any discovery or invention for which patent rights may be acquired; (2) any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals or other copyrightable materials; and (3) any other materials in which intellectual property rights may be obtained.
- (b) If the SUBCONTRACTOR first conceives of, actually puts into practice, discovers, invents or produces intellectual property during the course of its work under this Contract, it shall report that fact to DETCOG and TNRCC.
- (c) The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, the DETCOG and TNRCC hereby reserve a nonexclusive, royalty-free and irrevocable license to use, publish or reproduce the intellectual property for sale or otherwise, and to authorize others to do the same (to the extent consistent with the rights of the third parties) any intellectual property for which the SUBCONTRACTOR obtains rights with funds received under this Contract.

(d). In performing work under this Contract, the SUBCONTRACTOR shall comply with all laws, rules and regulations relating to intellectual property, and shall not infringe on any third-party's intellectual property, rights. It shall hold DETCOG and TNRCC harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify them against, any claims for infringement related to its work under this contract.

Article 13 Energy Efficiency Standards

The SUBCONTRACTOR is encourages to follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Article 14 Identification of Funding Sources

The SUBCONTRACTOR shall acknowledge the financial support of TNRCC through DETCOG whenever work funded, in whole or part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as part of this Contract, other than documents prepared exclusively for internal use within TNRCC, shall carry the following notation on the front cover or title page:

**PREPARED IN COOPERATION WITH THE
TEXAS NATURAL RESOURCE CONSERVATION COMMISSION
THROUGH THE DEEP EAST TEXAS COUNCIL OF GOVERNMENTS**

Article 15 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Contract which are not disposed of by Contract shall be decided by the Executive Director of DETCOG or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of DETCOG. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with DETCOG's final decision.

Article 16 Oral and Written Contracts

All oral or written Contracts between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 17 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph 1995).

Article 18 Utilization of Small, Minority and Women's Business Enterprises

- (a). A Historically Underutilized Business (HUB) is a Corporation, Sole Proprietorship, Partnership, or Joint Venture in which at least 51 percent is owned, operated, controlled and actively managed by a person or persons who are historically underutilized (socially disadvantaged) because of their identification with members of certain groups, including Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans (American Indians) and Women who suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control.
- (b). The SUBCONTRACTOR is encouraged to use qualified Historically Underutilized Businesses (HUBs) in the performance of this Contract.

Article 19 Force Majeure

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of *force majeure* shall rest solely with the DETCOG.

Article 20 Entire Contract

This Contract represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

Exhibit 1, Attachment A

Request For Reimbursement
Solid Waste Activities

A. Contractor Name & Address

B. Request # _____

C. Contract # _____

D. Contract Period:

From: _____

To: _____

E.

Date of Expenditure	Description of Expenditure	Amount Expended
XXXXXXXXXXXXXXXXXXXX	XXXXXX Total Requested	

F. Certification

Services have been rendered as itemized in this invoice and are provided as described by the contract.

Signature

Title

Date

Exhibit 2, Attachment A

**DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
FY 2000/2001 Regional Solid Waste Grant
Financial Status Report**

1. Date: _____ 3. Recipient Organization (Name and Complete
2. Project Identification Number: Address, Including ZIP Code):

4. Request For Reimbursement _____
Number: _____
5. Final Report: () YES () NO _____
6. Period Covered By This Report: 7.Total Grant Period:
From:_____ To:_____ From:_____ To:_____

8. Signature of Authorized Certifying Official:

Typed or Printed Name and Title:

9. BUDGET CATAGORIES	Budget	Expenses This Report	Previous Expenses	Total Expenses	Balance
a. Personnel/Salaries					
b. Fringe Benefits					
c. Travel					
d. Supplies					
e. Equipment					
f. Construction					
g. Contractual (other than construction)					
h. Other Expenses					
i. Total Direct (Sum a-h)					
j. Indirect Costs					
k. Total (Sum i & j)					

Reviewed and approved by: _____ Date: _____

INSTRUCTIONS

REPORT ON RESULTS OF GRANT-FUNDED PROJECT (Form PT-R1)

The Council of Governments (COG) is required to collect the results of each FY 2000/2001 implementation project funded in the region. For each project, data must be collected from the time the project is initiated through approximately one year after the end of the biennium, with the exception of projects which are not ongoing or one-time events; grantees must be made aware of this requirement in COG pass-through grant contracts. This will enable the COG to supply the Texas Natural Resource Conservation Commission (TNRCC) with two annual regional results reports during the biennium, and a follow-up regional results report approximately one year after the end of the biennium.

In order to better establish routine reporting responsibilities for grantees, it is recommended that the COG require quarterly results reporting for each project, along with quarterly work program progress reports. However, the actual frequency for reporting project results may vary at the COG's discretion. This document provides **example** reporting forms that may be used by the COG to obtain the necessary information.

FORM PT-R1 AND ATTACHMENTS

Form PT-R1 is provided for use by the COG in gathering project results during the biennium. For the most part, in order to facilitate overall results reporting, Form PT-R1 is designed to reflect Form RR-1, which is used by the COG to report regional results to TNRCC. However, the COG may modify Form PT-R1 as necessary.

Quantitative information must be provided in the units of measurement specified on each results sheet. To facilitate this, Form PT-R1 (Supplemental) provides standard volume-to-weight conversion factors for various materials. It is recommended that this or a similar reference sheet be distributed to all grantees along with their reporting forms.

The grantee should complete the cover sheet for Form PT-R1 and indicate which results sheets for specific grant categories (Forms PT-R1A through PT-R1I) are attached to the report. It is important to note that all information provided should be *cumulative*, beginning with the initiation of project activity through the reporting date. Note that for Form I, information should be included for stand-alone education and training projects, as well as projects in other grant categories containing education and training activities. Additional instructions to the grantee are indicated on certain other attachments.

In order for the results report to be acceptable, an authorized representative of the grant recipient should sign and date the certification.

**FY 2000/2001 REGIONAL SOLID WASTE GRANTS PROGRAM
REPORT ON RESULTS OF GRANT-FUNDED PROJECT
(FORM PT-R1)**

1. Grant Recipient:	2. Contract or Project No.:
3. Report No.:	4. Grant Term: From _____ To: _____
5. Report Period: From _____ To: _____	6. Final FY 2000/2001 Report: Yes _____ No _____

7. General Questions: Complete the general questions listed on the back of this form, where applicable.

8. Complete the applicable form(s) for the category of project conducted with grant funds. ✓ if attached.

- ___ FORM A: LOCAL ENFORCEMENT
 ___ FORM B: SOURCE REDUCTION/RECYCLING
 ___ FORM C: CITIZENS COLLECTION STATIONS/SMALL REGISTERED TRANSFER STATIONS
 ___ FORM D: HOUSEHOLD HAZARDOUS WASTE - Attach a copy(ies) of the completed Data Information Form required to be submitted to TNRCC for each HHW collection activity.
 ___ FORM E: LANDFILL SCALES
 ___ FORM F: TECHNICAL STUDIES
 ___ FORM G: LOCAL/SUBREGIONAL SOLID WASTE MANAGEMENT PLANS
 ___ FORM H: COMMUNITY CLEANUP EVENTS
 ___ FORM I: EDUCATIONAL AND TRAINING PROJECTS (use for both stand-alone educational and training projects, or other projects that include an educational component)

9. CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete.

Signature of Authorized Certifying Official

Typed or Printed Name and Title

Date Submitted

Effectiveness of the Grant-Funded Project

<p>a. Describe the goal of the grant-funded project (should be consistent with the initial application information):</p>
<p>b. Is the project achieving the intended goals? Yes: _____ No: _____ Partially: _____</p>
<p>Explain below:</p>

FY 2000/2001 REGIONAL SOLID WASTE GRANTS PROGRAM
Individual Project Results Reports
Form PT-R1 (Supplemental)

Following are standard volume-to-weight conversion factors for various materials. This reference sheet is provided for your convenience, and should not be submitted with the report.

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
Glass Containers	Whole	500
	Broken	1,000
	Crushed	1,800
Aluminum Cans	Whole	60
	Flattened	200
	Baled	350
Steel Cans	Whole	150
	Flattened	400
	Baled	850
Appliances	Uncompacted	200
Grass Clippings	Loose	350
	Compacted	650
Leaves	Loose	150
	Compacted	550
Brush and Branches	Loose	250
	Chipped	600
Yard Trimmings	Loose	600
	Compacted	1,040
Newspaper	Loose	430
	Loose, stacked	600
	Baled, downstroke	650
	Baled, horiz. single ram	700
	Baled, horiz. double ram	800

MATERIAL	LEVEL OF PROCESSING	POUNDS PER CUBIC YARD
Corrugated Cardboard	Loose	100
	Compactor truck	250
	Baled, downstroke	500
	Baled, horiz. single ram	650
	Baled, horiz. double ram	750
Computer or Office Paper	Loose	350
	Baled	750
Mixed Paper	Loose	150
PET Soft Drink Bottles	Whole	34
	Flattened	75
	Baled	400
	Baled, perforated	650
	Granulated	550
HDPE Milk or Water Bottles	Whole	30
	Flattened	65
	Baled	400
	Granulated	550
Plastic Film	Baled	850
Wood waste	Loose	300
	Chipped	500
Asphalt	Loose	1,400
Concrete	Loose	4,000

General Conversions:

1 ton = 2,000 pounds
 1 yard = 27 cubic feet

**FY 2000/2001 REGIONAL SOLID WASTE GRANT
Form PT-R1A: Local Enforcement**

Note: If the project contains education or training activities, Attachment I must also be completed.

Reporting Parameter	Cumulative FY 2000/2001 Results
Amount of grant funding	\$
Total number of illegal dumping sites investigated	
Number of small illegal dumping sites investigated (<5 lbs.)	
Number of medium illegal dumping sites investigated (5-100 lbs.)	
Number of large illegal dumping sites investigated (>100 lbs.)	
Total number of fines issued	
Total amount of fines issued	\$
Total number of illegal dumping sites cleaned up through enforcement actions	
Total amount of waste (<i>in pounds</i>) removed from illegal dumping sites through enforcement actions	

Comments:

FY 2000/2001 REGIONAL SOLID WASTE GRANTS PROGRAM
Form PT-R11: Education/Training*

Note: Use for stand-alone education and training projects, as well as projects in other grant categories containing education and training activities.

Reporting Parameter	Results
If a stand-alone education/training project, grant funding amount	\$
If project is in another grant category, amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

VOL.

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#8

Maintenance Agreement

This Agreement is made and entered into on this the 10th day of October, 2000 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and Polk County, hereinafter referred to as "Buyer", with it's principal place of business in Livingston, Texas.

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

1. This agreement shall be in effect from October 1, 2000 through September 30, 2001 and applies to the following application software Buyer has purchased from Seller.

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

2. During the term of this contract Seller agrees:

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

3. In consideration of the above mentioned services, Buyer will pay to Seller the sum of \$64,725 by October 15, 2000. Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.

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

THE NORTHEAST TEXAS DATA CORPORATION

By: _____
Tory Humphries, President

POLK COUNTY

By: *John B. Thompson*
Polk County Judge

**DOT
DRUG & ALCOHOL TESTING
CONSORTIUM AGREEMENT**

THIS AGREEMENT is made between Compliance Consortium Corporation, a Texas Corporation, (Consortium) with its principal offices located at 201 East 2nd Avenue, Belton, Texas 76513, Polk County (Member), located at 207 West Mill Street, Livingston, Texas 77351.

**Section 1
Scope of Relationship****1.1 Member**

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

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

1.2 Consortium

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

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

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

Section 2
Scope of Fees and Terms

2.1 Fees

- A. Rate per employee, includes all random testing **\$36.00 per year**
- B. Scheduled Tests, other than random testing DOT (Pre-employment, post-accident, reasonable suspicion, return to duty, follow-up, other)
 - 1. Urine Drug Screen **\$57.00 per test**
 - 2. Alcohol Breath Test **\$25.00 per test**

Payment Terms

Invoicing will be generated on a monthly basis and will be due upon receipt of invoice.

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

Polk County

Compliance Consortium Corporation

[Handwritten Signature]

Signature

Title

Signature

Title

10/10/00

Date

Date

RAYMOND J. LUNA, M.D.
LIVINGSTON CLINIC
 Board Certified Family Physician
 219 N. Eastwood
 Livingston, Texas 77351
 (409) 327-7147

September 27, 2000

John P. Thompson, Polk County Judge
 Polk County Courthouse
 Livingston, TX 77351

Re: Medical Coverage For Jail Inmates

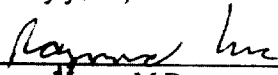
Dear Judge Thompson:

To continue our coverage of the jail inmates, the following is submitted:


1. The Physician Assistant (P.A.) will provide primary care to the jail inmates and be supervised by the Medical Doctor (M.D.) as required by the Texas Board of Medical Examiners, at the rate of \$2,000.00 for P.A. and \$700.00 for M.D., per month.
2. The supervising physician will be available for back-up care when the PA. is not available.
3. P.A. or supervising physician will be available for telephone consultation at anytime.
4. P.A. or supervising physician will provide emergent evaluation and treatment to inmates for conditions not deemed to require hospital emergency room care between the hours of 8 am. and 5 p.m. Monday through Friday.
5. Laboratory and x-ray procedures will be available at physicians office during regular business hours.

Sincerely yours,

Mailing Address:

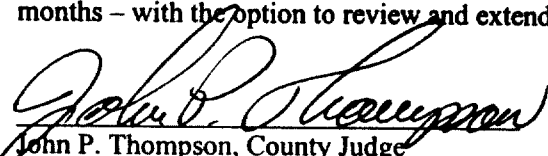

 Raymond J. Luna, M.D.

219 N. Eastwood Livingston, Tx 77351


 Louis Ambeaux, P.A.

PO Box 2074 Livingston, 77351
 Tax ID# 760636740

Accepted by the Polk County Commissioners Court on October 10, 2000, for a period of six (6) months - with the option to review and extend contract at the end of the initial contract period.


 John P. Thompson, County Judge
 Polk County, Texas

Cc: Wyatt Cooksey, Jail Administrator
 Bill Law, County Auditor

#11

LEASE AGREEMENT

THE STATE OF TEXAS #
COUNTY OF POLK #

KNOW ALL MEN BY THESE PRESENTS:

THIS LEASE AGREEMENT, made and entered into this the 10th
day of ~~September~~ ^{October}, 2000, by and between the COUNTY OF POLK, STATE OF
TEXAS, hereinafter referred to as Lessor, and MOLLY L. LOCKE,
hereinafter referred to as Lessee:

W I T N E S S E T H :

Lessor does, by these presents, lease and demise unto Lessee,
the following property, lying and being situated in the City of
Corrigan, County of Polk, State of Texas, and being more
particularly described as follows:

Being approximately 200 square feet of the County
building located at 103 East Hospital Street in Corrigan,
Polk County, Texas.

The term of this lease is for a period of one [1] year
beginning on the 1st day of October, 2000, and ending on the 30th day
of September, 2001. Said premises are to be used and occupied by
Lessee for personal business affairs and for no other purposes
whatsoever, without prior written consent of Lessor, for the
following considerations and covenants:

1.

Lessee shall pay Fifty and No/100 [\$50.00] Dollars per month
to Lessor during the term of this lease, beginning October 1, 2000,
and continuing regularly thereafter on the 1st day of each month.

2.

Lessee agrees to accept possession of the demised premises in their present condition, and to maintain said premises throughout the term.

3.

Lessor agrees that Lessee may have a personal telephone line installed for business purposes, and Lessee shall have the right to access of the County equipment located in said building. Lessee agrees to furnish all supplies for her own personal use.

4.

Lessor hereby covenants and agrees that Lessee shall and will, upon fully observing and performing the covenants and agreements herein provided, quietly and peaceably possess and enjoy said above demised premises, unless said lease be sooner terminated, under and in accordance with any of the provisions herein elsewhere contained providing for such termination.

5.

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

6.

In the event Lessor or Lessee breaches any of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the

defaulting party agrees to pay to the other party reasonable attorney's fees so incurred by such other party.

7.

This lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.

9.

In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

11.

No amendment, modification, or alteration of the terms hereof shall be binding, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

12.

Lessor retains the right to sell the premises during the term of this lease. In the event Lessor proceeds with a sale, this lease shall terminate without further obligations of either of the parties hereto.

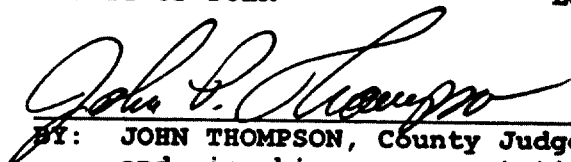
13.

Time is of the essence of this lease.

EXECUTED this the 10th day of ~~September~~ ^{October}, 2000.

COUNTY OF POLK

Lessor


BY: JOHN THOMPSON, County Judge,
and in his representative
capacity of the Commissioner's
Court of Polk County, Texas

ATTEST:


BARBARA MIDDLETON, County Clerk

MOLLY L. LOCKE

Lessee

October 10, 2000

Budget Revision
#2000-25

POLK COUNTY
By: Bill Law, County Auditor

114

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-271-000	General Fund Balance		129,330.93	Transfer to Various Lines	10,000.00	11,021.50	1,021.50
010-409-405	Employee Physicals	1,021.50		Transfer From General Fund Balance	80,000.00	86,600.00	6,600.00
010-560-330	Gas/Oil	6,600.00		Transfer From General Fund Balance	911,403.95	1033113.38	121,709.43
010-630-404	Indigent Care	121,709.43		Transfer From General Fund Balance			
010-400-102	County Judge Supplement	659.94		Transfer From Salary-County Judge	5,000.00	5659.94	659.94
010-400-101	Salary-County Judge		659.94	Transfer to County Judge Supplement	43,708.91	43048.97	-659.94
010-400-201	Social Security	94.43		Transfer to Retirement	7,406.02	7311.59	-94.43
010-400-203	Retirement	94.43		Transfer From Social Security	5,941.75	6036.18	94.43
010-401-400	Comm Court Attorney Fees	2,412.30		Transfer From Southland Park Imp.	30,000.00	32,412.30	2,412.30
010-401-334	Southland Park Improvements		2,412.30	Transfer to Attorney Fees Comm Court	5,000.00	2,587.70	-2,412.30
010-401-530	Capital Project-Chse Study	1,000.00		Transfer From Travel/Training	110,066.75	111,066.75	1,000.00
010-401-427	Travel/Training		1,000.00	Transfer to Capital Project	5,000.00	4,000.00	-1,000.00
010-402-201	Social Security	20.40		Transfer to Retirement	1,548.43	1,528.03	-20.40
010-402-203	Retirement	20.40		Transfer From Social Security	1,242.29	1,262.69	20.40
010-403-105	Salaries	866.01		Transfer From Part-Time Salaries	128,291.16	129,157.17	866.01
010-403-108	Part-Time Salaries		866.01	Transfer From Part-Time Salaries	11,847.80	10,981.79	-866.01
010-403-427	Travel/Training	31.71		Transfer to Election Expense	3,000.00	2,968.29	-31.71
010-403-484	Election Expense	31.71		Transfer From Travel/Training	33,120.00	33,151.71	31.71
010-405-481	Dues	106.20		Transfer to Travel/Training	225.00	118.80	-106.20
010-405-427	Travel/Training		106.20	Transfer From Dues	380.76	486.96	106.20
010-409-490	Automobile Insurance	254.14		Transfer to Various Lines	51,392.00	51,137.86	-254.14
010-409-442	Water	83.99		Transfer From Automobile Insurance	28,500.00	28,583.99	83.99
010-409-441	Gas	170.15		Transfer From Automobile Insurance	11,600.00	11,770.15	170.15
010-426-410	Family Services	174.00		Transfer to Juror Line	600.00	426.00	-174.00
010-426-485	Jurors	174.00		Transfer From Family Services	4,000.00	4,174.00	174.00
010-450-108	Salaries	3,265.84		Check From Neil Lowe	136,634.28	139,900.12	3,265.84
010-342-900	Miscellaneous Revenue	-3,265.84		Check From Neil Lowe	-5,500.00	-8,765.84	-3,265.84

Approved By:

Date:

October 10, 2000

Budget Revision #2000-25

POLK COUNTY
By: Bill Law, County Auditor

010-450-206	Unemployment Insurance	13.68	Transfer to Various Lines	711.52	-13.68
010-450-202	Group Insurance	613.72	Transfer to Various Lines	28,844.84	-613.72
010-450-201	Social Security Retirement	249.36	Transfer From Various Lines	13,591.54	249.36
010-450-203	Retirement	378.04	Transfer From Various Lines	11,082.31	378.04
010-455-351	Equipment Maintenance	253.13	Transfer to Various Lines	0.00	-253.13
010-455-390	Subscriptions	106.75	Transfer to Various Lines	123.25	-106.75
010-455-427	Travel/Training	167.22	Transfer to Various Lines	1,332.78	-167.22
010-455-480	Bonds	176.68	Transfer to Various Lines	1.32	-176.68
010-455-481	Dues	30.00	Transfer to Various Lines	45.00	-30.00
010-455-572	Office Equipment/Furnishing	275.00	Transfer From Various Lines	4,191.87	275.00
010-455-108	Part-Time Salaries	380.88	Transfer From Various Lines	1,206.88	380.88
010-455-203	Retirement	77.76	Transfer From Various Lines	3,572.33	77.76
010-455-225	Travel Allowance	0.14	Transfer From Various Lines	6,109.74	0.14
010-456-427	Travel/Training	527.64	Transfer to Office Equipment	472.36	-527.64
010-456-572	Office Furnishing/Equipment	48.80	Transfer From Travel/Training	3,527.64	527.64
010-456-108	Part-Time Salaries	527.64	Transfer to Various Lines	2,104.98	-48.80
010-456-203	Retirement	48.66	Transfer From Part-Time Salaries	3,109.74	48.66
010-456-225	Travel Allowance	0.14	Transfer From Part-Time Salaries	6,109.74	0.14
010-457-202	Group Insurance	66.86	Transfer to Other Salary Lines	10,980.10	-66.86
010-457-203	Retirement	66.72	Transfer From Group Insurance	4,185.57	66.72
010-457-225	Travel Allowance	0.14	Transfer From Group Insurance	6,109.60	0.14
010-458-427	Travel/Training	150.00	Transfer to Office Equipment	1,350.00	-150.00
010-458-572	Office Equipment/Furnishing	0.14	Transfer From Travel/Training	2,650.00	150.00
010-458-203	Retirement	150.00	Transfer to Travel Allowance	3,558.36	-0.14
010-458-225	Travel Allowance	0.14	Transfer From Retirement	6,109.74	0.14
010-475-202	County Group Insurance	47.57	Transfer to Retirement	33,093.31	-47.57
010-475-203	Retirement	47.57	Transfer From Group Insurance	16,160.85	47.57
010-495-390	Subscriptions	139.00	Transfer to Office Equipment	111.00	-139.00
010-495-410	Fixed Asset Maintenance	1,530.00	Transfer to Office Equipment	2,470.00	-1,530.00
010-495-427	Travel/Training	1,209.95	Transfer to Office Equipment	1,790.05	-1,209.95
010-495-480	Bonds	200.00	Transfer to Office Equipment	100.00	-200.00
010-495-481	Dues	92.50	Transfer to Office Equipment	207.50	-92.50

Approved By:

Date:

POLK COUNTY		Budget Revision		October 10, 2000	
By: Bill Law, County Auditor		#2000-25			
010-495-572	Office Equipment/Furnishing	3,171.45	Transfer From Various Lines	5,000.00	8,171.45
010-497-427	Travel/Training		Transfer to Office Equipment	1,800.00	1,658.00
010-497-480	Bonds		Transfer to Office Equipment	148.00	0.00
010-497-481	Dues		Transfer to Office Equipment	80.00	55.00
010-342-960	County Auditor Special Rev	-5,416.60	For Laser Printer Expenses	-4,600.00	-10,016.60
010-497-572	Office Equipment/Furnishing	5,315.00	For Laser Printer Expenses	2,500.00	7,815.00
010-503-572	Office Equipment/Furnishing		Transfer to Capital Outlay	2,470.08	35.99
010-503-573	Capital Outlay	2,343.09	Transfer From Office Equipment	4,148.50	6,582.59
010-503-203	Retirement	46.23	Transfer From Office Equipment	3,745.60	3,791.83
010-503-201	Social Security		Transfer to Retirement	4,668.65	4,622.42
010-510-423	Mobile Phones/Pagers		Transfer to Various Lines	1,000.00	918.80
010-510-335	Pest Control	80.00	Transfer From Mobile Phones	3,500.00	3,580.00
010-510-300	Uniforms	1.20	Transfer From Mobile Phones	1,500.00	1,501.20
010-510-573	Capital Outlay		Transfer to Custodial Supplies	5,000.00	3,207.16
010-510-332	Custodial Supplies	1,792.84	Transfer From Capital Outlay	21,000.00	22,792.84
010-511-452	Office Equipment/Furnishing		Transfer to Various Lines	4,603.43	4,002.81
010-511-427	Travel/Training	527.28	Transfer From Office Equipment	1,300.00	1,827.28
010-511-203	Retirement	73.34	Transfer From Office Equipment	4,217.95	4,291.29
010-512-334	Paper/Sundry Supplies		Transfer From Raw Food	11,040.00	12,040.72
010-512-490	Miscellaneous	1,000.72	Transfer From Raw Food	800.00	819.10
010-512-333	Raw Food	19.10	Transfer to Various Lines	95,000.00	93,980.18
010-551-427	Travel/Training		Transfer to Various Lines	500.00	497.54
010-551-201	Social Security	0.05	Transfer From Travel/Training	192.78	192.83
010-551-203	Retirement	2.41	Transfer From Travel/Training	154.67	157.08
010-552-427	Travel/Training		Transfer to Various Lines	132.51	91.33
010-552-572	Equipment/Radios	38.65	Transfer From Travel/Training	475.00	513.65
010-552-203	Retirement	2.48	Transfer From Travel/Training	150.98	153.46
010-552-201	Social Security	0.05	Transfer From Travel/Training	188.19	188.24
010-553-427	Travel/Training		Transfer to Various Lines	500.00	497.88
010-553-201	Social Security	0.05	Transfer From Travel/Training	220.32	220.37

Approved By:

Date:

October 10, 2000

POLK COUNTY
By: Bill Law, County Auditor

Account Number	Description	Budget Revision #2000-25	2000	2001	2002	2003	2004	2005	2006	2007
010-553-203	Retirement			2.07						178.83
010-554-427	Travel/Training									207.77
010-554-201	Social Security			0.05						220.37
010-554-203	Retirement			2.07						178.83
010-560-105	Salaries	484.20								937,122.32
010-560-108	Part-Time Salaries		484.20							22,022.01
010-560-450	Insurance Proceeds		3,487.82							8,622.49
010-342-600	Insurance Proceeds		3,487.82							-7,211.08
010-560-300	Urinals	390.00								7,000.00
010-560-341	Film/Photo	284.99								4,400.00
010-560-336	Fingerprint Supplies	73.00								4,115.01
010-560-354	Tires/Tubes	141.00								1,427.00
010-560-572	Office Equipment/Furnishing	40.00								7,359.00
010-560-422	Radio Equipment	2282.00								2,952.50
010-560-454	Vehicle Repair									7,500.00
010-560-392	Animal Shelter									5,218.00
010-560-330	Gas/Oil			3,210.99						42,892.39
010-630-352	Computer Equipment	51.81								7,167.00
010-630-203	Retirement			51.81						86,600.00
010-645-426	Travel/Training	617.53								4,839.59
010-645-572	Office Equipment/Furnishing			400.00						3,184.11
010-645-108	Part-Time Salaries	869.12								2,500.00
010-645-312	Office Supplies	46.28								4,350.00
010-645-423	Mobile Phones	236.19								21,277.68
010-645-105	Salaries			1,369.12						903.72
010-650-427	Travel/Training	16.47								1,200.00
010-650-203	Retirement			16.47						46,007.58
010-665-490	4-H Supplies	2,198.00								1,500.00
010-665-452	Computer Maintenance	500.00								1,043.40
010-665-427	Travel/Training	106.66								4,000.00
010-665-572	Office Furnishing/Equipment			2,804.66						500.00
010-665-108	Part-Time Salaries	39.95								180.00

Approved By:

Date:

POLK COUNTY		Budget Revision		October 10, 2000
By: Bill Law, County Auditor		#2000-25		
010-665-203	Retirement		1,017.80	1,034.50
010-665-225	Travel Allowance	16.70	7,200.00	6,923.00
010-665-105	Salaries		32,523.32	32,216.93
010-665-201	Social Security	606.64	1,831.66	2,438.30
010-691-490	Miscellaneous		2,500.00	876.00
010-691-430	Publications	275.70	3,000.00	3,275.70
010-691-405	Autopsies	1,348.30	26,500.00	27,848.30
010-695-108	Part-Time Salaries		34,510.00	33,926.84
010-695-105	Salaries	583.16	84,508.05	85,091.21
010-695-427	Travel/Training		5,856.00	4,396.00
010-695-572	Office Equipment/Furnishing	1,460.00	5,731.64	7,191.64
010-696-427	Travel/Training		1,000.00	766.88
010-696-430	Publications	233.12	785.25	1,018.37
010-696-108	Part-Time Salaries		500.00	311.18
010-696-105	Salaries	139.71	39,841.85	39,981.56
010-696-203	Retirement	49.11	2,471.07	2,520.18
015-610-203	Retirement		12,651.83	14,350.23
015-610-202	Group Insurance	1,256.36	18,411.60	17,155.24
015-610-201	Social Security	442.04	15,769.70	15,327.66
015-621-201	Social Security		15,995.02	17,295.54
015-621-105	Salaries	1,300.52	203,445.29	202,144.77
015-621-456	Parts & Repairs		36,966.30	37,059.48
015-621-330	Gas/Oil		43,231.20	44,131.13
015-621-300	Uniforms		3,826.50	3,949.42
015-621-420	Telephone		1,200.00	1,169.18
015-621-338	Culverts	30.82		-30.82
015-621-337	Materials/Supplies	300.00	11,529.98	11,229.98
015-621-354	Tires/Tubes	400.00	13,386.78	12,986.78
015-621-339	Construction/Road Materials	400.00	14,580.00	14,180.00
015-621-100	Carry Forward FY 1999	55.91	221,949.77	221,893.86
015-621-442	Water	1,487.21	3,513.90	2,026.69
015-621-440	Electricity		434.00	444.31
015-621-490	Miscellaneous		850.00	926.83
			27.09	1,427.16

Approved By:

Date:

Budget Revision
#2000-25

POLK COUNTY
By: Bill Law, County Auditor

015-369-200	Reimburse Road Materials	-8,797.80		Check From Forest Hills POA	-171,464.23	-8,797.80
015-622-339	Construction/Road Materials	8,797.80		Check From Forest Hills POA	230,747.57	8,797.80
015-369-200	Reimburse Road Materials	-5,534.64		Check From Kickapoo Estates	-176,998.87	-5,534.64
015-622-339	Construction/Road Materials	5,534.64		Check From Kickapoo Estates	230,747.57	5,534.64
015-622-338	Culverts	95.40		Transfer From Tires/Tubes	11,908.97	95.40
015-622-337	Materials/Supplies	248.75		Transfer From Tires/Tubes	18,344.11	248.75
015-622-354	Tires/Tubes		480.19	Transfer to Various Lines	8,965.71	-480.19
015-622-339	Construction/Road Materials		4,276.43	Transfer to Gas/Oil	236,282.21	-4,276.43
015-622-330	Gas/Oil	4,184.87		Transfer From Construction	39,184.87	4,184.87
015-622-490	Miscellaneous	136.04		Transfer From Tires/Tubes	136.04	136.04
015-622-440	Electricity	91.56		Transfer From Construction	1,291.56	91.56
015-623-201	Social Security	4.70		Transfer From Salaries	18,668.36	4.70
015-623-106	Salaries		4.70	Transfer to Social Security	216,611.51	-4.70
015-623-456	Parts & Repairs	7,147.50		Transfer From Construction	127,006.42	7,147.50
015-623-423	Mobile Phones/Pagers	183.02		Transfer From Construction	3,241.05	183.02
015-623-330	Gas/Oil	1,313.35		Transfer From Construction	49,194.24	1,313.35
015-623-354	Tires/Tubes	67.50		Transfer From Construction	17,978.95	67.50
015-623-300	Uniforms	183.56		Transfer From Construction	2,994.58	183.56
015-623-339	Construction/Road Materials		10,305.44	Transfer to Various Lines	74,903.30	-10,305.44
015-623-490	Miscellaneous	1,184.46		Transfer From Construction	1,184.46	1,184.46
015-623-442	Water	126.05		Transfer From Construction	802.86	126.05
015-623-420	Telephone	100.00		Transfer From Construction	2,720.24	100.00
015-624-339	Construction/Road Materials	16,341.73		Transfer From Various Lines	186,689.71	16,341.73
015-624-330	Gas/Oil	1,720.52		Transfer From Various Lines	43,142.37	4,600.28
015-624-338	Culverts		6,000.00	Transfer to Various Lines	7,805.99	-6,000.00
015-624-354	Tires/Tubes		1,000.00	Transfer to Various Lines	8,455.60	-1,000.00
015-624-456	Parts & Repairs		1,882.63	Transfer to Various Lines	44,206.18	-1,882.63
015-624-100	Carry Forward FY 1999		10,882.50	Transfer to Various Lines	12,950.66	-10,882.50
015-624-490	Miscellaneous	543.64		Transfer From Carry Forward	1,243.64	543.64
027-580-423	Mobile Phones/Pagers		19.88	Transfer to Various Lines	155.92	-19.88
027-580-201	Social Security		58.51	Transfer to Various Lines	2,215.49	-58.51
027-580-108	Part-Time Salaries		574.12	Transfer to Various Lines	10,225.88	-574.12
027-580-105	Salaries	80.81		Transfer From Part-Time Salaries	18,766.24	80.81
027-580-203	Retirement	571.70		Transfer From Part-Time Salaries	1,733.25	571.70

Approved By:

Date:

October 10, 2000

POLK COUNTY
By: Bill Law, County Auditor

Budget Revision
#2000-25

032-595-490	Miscellaneous	3,000.00			Transfer From Various Lines	8,958.43	3,000.00
032-595-400	Professional Service Fees				Transfer to Miscellaneous	17,847.70	-1,500.00
032-595-404	Water Monitoring				Transfer to Miscellaneous	33,500.00	-1,500.00
032-595-203	Retirement	163.78			Transfer From Salaries	18,231.54	163.78
032-595-105	Salaries				Transfer to Retirement	220,078.25	-163.78
051-645-108	Part-Time Salaries				Transfer to Various Lines	192,716.28	-1,892.61
051-645-440	Electricity	900.00			Transfer From Part-Time Salaries	14,800.00	900.00
051-645-340	FEIMA	812.61			Transfer From Part-Time Salaries	5,400.00	812.61
051-645-200	Longevity Pay	180.00			Transfer From Part-Time Salaries	6,000.00	180.00
051-645-332	Cleaning Supplies				Transfer to Various Lines	4,000.00	-450.00
051-645-344	Kitchen Supplies				Transfer to Various Lines	500.00	-144.75
051-645-420	Telephone				Transfer to Various Lines	1,500.00	-95.16
051-645-572	Office Equipment/Furnishing				Transfer to Various Lines	6,500.00	-266.00
051-645-394	Safety/Medical Supplies				Transfer to Various Lines	50.00	-50.00
051-645-442	Water				Transfer to Various Lines	1,350.00	-100.00
051-645-311	Postage				Transfer to Various Lines	150.00	-86.00
051-645-312	Office Supplies				Transfer to Various Lines	425.00	-63.55
051-645-342	Dining Room Supplies				Transfer to Various Lines	450.00	-87.82
051-645-351	Equipment Maintenance				Transfer to Various Lines	1,350.00	-70.72
051-645-333	Raw Food	600.00			Transfer From Various Lines	208,000.00	600.00
051-645-343	Non Food Related	718.84			Transfer From Various Lines	15,850.00	718.84
051-645-427	Travel/Training	95.16			Transfer From Various Lines	750.00	95.16
051-645-330	Van Gas/Oil				Transfer From Garbage/Sewer	1,450.00	-21.02
051-645-443	Garbage/Sewer	21.02			Transfer From Van Gas/Oil	2,400.00	21.02
083-662-108	Part-Time Salaries	63.22			Per Bill Law	8,979.98	63.22
083-662-201	Social Security	4.88			Per Bill Law	696.15	4.88
083-662-203	Retirement	12.99			Per Bill Law	558.51	12.99
084-409-108	Part Time Salaries	1,407.32			Per Bill Law	561.72	1,407.32
084-409-201	Social Security	107.66			Per Bill Law	42.97	107.66
085-409-590	Construction Expenditures	27,391.20			TDHCA Drawdown Number 04	18,084.00	27,391.20
085-331-100	Grant Revenues	-27,391.20			TDHCA Drawdown Number 04	-18,084.00	-27,391.20

Approved By:

Date:

Budget Revision
#2000-25

207,611.85

207,533.86

Total

POLK COUNTY
By: Bill Law, County Auditor

Approved By:

Date:

#14
October 10, 2000

Budget Revision
#2001-01

POLK COUNTY
By: Bill Law, County Auditor

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-401-401	Auditing Fees		3,000.00	To Cover Insurance Premiums	25,000.00	22,000.00	-3,000.00
010-700-015	Transfer to Road & Bridge	3,435.18		To Cover Insurance Premiums	0.00	3,435.18	3,435.18
010-409-482	Property Insurance	42,562.00		To Cover Insurance Premiums	20,000.00	62,562.00	42,562.00
010-409-490	Automobile Insurance	6,244.00		To Cover Insurance Premiums	50,000.00	56,244.00	6,244.00
010-409-492	General Liability Insurance	1,554.00		To Cover Insurance Premiums	20,000.00	21,554.00	1,554.00
010-409-493	Public Officials Liability		7,347.00	To Cover Insurance Premiums	26,000.00	18,653.00	-7,347.00
010-409-494	Electronic Equipment		3,900.00	To Cover Insurance Premiums	3,900.00	0.00	-3,900.00
010-503-452	Computer Maintenance Exp		25,000.00	To Cover Insurance Premiums	109,855.00	84,855.00	-25,000.00
010-560-480	Bonds/Liability Insurance		13,474.00	To Cover Insurance Premiums	45,000.00	31,526.00	-13,474.00
015-370-010	Transfer From General Fund	-3,435.18		To Cover Insurance Premiums	0.00	-3,435.18	-3,435.18
015-610-491	Equipment (Mobile)Insurance	5,621.60		To Cover Insurance Premiums	10,370.40	15,992.00	5,621.60
032-595-491	Equipment (Mobile)Insurance	1,248.00		To Cover Insurance Premiums	3,000.00	4,248.00	1,248.00
010-409-312	Office Supplies		53,500.00	Transfer to Various Departments	65,000.00	11,500.00	-53,500.00
010-400-315	Office Supplies	1,000.00		Transfer From General Office Supplies	0.00	1,000.00	1,000.00
010-401-315	Office Supplies	1,500.00		Transfer From General Office Supplies	0.00	1,500.00	1,500.00
010-403-315	Office Supplies	3,500.00		Transfer From General Office Supplies	0.00	3,500.00	3,500.00
010-405-315	Office Supplies	1,500.00		Transfer From General Office Supplies	0.00	1,500.00	1,500.00
010-426-315	Office Supplies	1,500.00		Transfer From General Office Supplies	0.00	1,500.00	1,500.00
010-450-315	Office Supplies	2,000.00		Transfer From General Office Supplies	0.00	2,000.00	2,000.00
010-455-315	Office Supplies	1,250.00		Transfer From General Office Supplies	0.00	1,250.00	1,250.00
010-456-315	Office Supplies	1,250.00		Transfer From General Office Supplies	0.00	1,250.00	1,250.00
010-457-315	Office Supplies	1,250.00		Transfer From General Office Supplies	0.00	1,250.00	1,250.00
010-458-315	Office Supplies	1,250.00		Transfer From General Office Supplies	0.00	1,250.00	1,250.00
010-465-315	Office Supplies	500.00		Transfer From General Office Supplies	0.00	500.00	500.00
010-475-315	Office Supplies	2,000.00		Transfer From General Office Supplies	0.00	2,000.00	2,000.00
010-495-315	Office Supplies	1,500.00		Transfer From General Office Supplies	0.00	1,500.00	1,500.00
010-497-315	Office Supplies	2,000.00		Transfer From General Office Supplies	0.00	2,000.00	2,000.00
010-499-315	Office Supplies	2,000.00		Transfer From General Office Supplies	0.00	2,000.00	2,000.00
010-503-315	Office Supplies	1,500.00		Transfer From General Office Supplies	0.00	1,500.00	1,500.00
010-510-315	Office Supplies	500.00		Transfer From General Office Supplies	0.00	500.00	500.00
010-511-315	Office Supplies	1,500.00		Transfer From General Office Supplies	0.00	1,500.00	1,500.00
010-512-315	Office Supplies	1,500.00		Transfer From General Office Supplies	0.00	1,500.00	1,500.00
010-551-315	Office Supplies	500.00		Transfer From General Office Supplies	0.00	500.00	500.00
010-552-315	Office Supplies	500.00		Transfer From General Office Supplies	0.00	500.00	500.00

Approved By:

Date:

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	137.10
015 ROAD & BRIDGE ADM	33,343.47
017 LATERAL ROAD FUND	10,428.14
032 ENVIRONMENTAL SERVICES	1,350.00
051 AGING DEPT	5,433.47
TOTAL OF ALL FUNDS	50,692.18

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

V. H. LAV

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7,146.60
015 ROAD & BRIDGE ADM	860.27
032 ENVIRONMENTAL SERVICES	297.75
051 AGING DEPT	202.46
061 DEBT SERVICE FUND	21,225.27
088 JUDICIARY FUND	1,772.46
090 DRUG FORFEITURE FUND	127.50
TOTAL OF ALL FUNDS	31,632.31

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

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,600.00
TOTAL OF ALL FUNDS	1,600.00

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	110,122.44
015 ROAD & BRIDGE ADM	30,041.80
027 SECURITY FUND	945.41
032 ENVIRONMENTAL SERVICES	9,775.96
048 DISTRICT ATTY SPECIAL FUND	380.63
051 AGING DEPT	5,825.88
083 MUSEUM OPERATING FUND	283.97
101 *** INVALID ACCT NUMBER	18,812.22
104 *** INVALID ACCT NUMBER	2,233.20
108 *** INVALID ACCT NUMBER	2,159.23
109 *** INVALID ACCT NUMBER	1,002.61
184 *** INVALID ACCT NUMBER	2,765.29
185 *** INVALID ACCT NUMBER	6,530.14
TOTAL OF ALL FUNDS	188,898.78

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

John P. Thompson

DATE 07/28/2000 ELECTRONIC FEDERAL TAX PAYMENTS VENDOR NAME

REF # VEN # VENDOR NAME AMOUNT

ADH123 FIRST STATE BANK \$60,647.14

FIRST STATE BANK

0000 015-001-100	SALARIES PAYABLE	09/28/00	M	12	11.64
0000 015-001-101	SALARIES PAYABLE	09/28/00	M	12	44.74
0000 015-001-102	SALARIES PAYABLE	09/28/00	M	12	49.74
0000 015-001-103	SALARIES PAYABLE	09/28/00	M	12	80.37
0000 015-001-104	SALARIES PAYABLE	09/28/00	M	12	141.37
0000 015-001-105	SALARIES PAYABLE	09/28/00	M	12	25.111.67
0000 015-001-106	SALARIES PAYABLE	09/28/00	M	12	245.04
0000 015-001-107	SALARIES PAYABLE	09/28/00	M	12	549.30
0000 015-001-108	SALARIES PAYABLE	09/28/00	M	12	649.37
0000 015-001-109	SALARIES PAYABLE	09/28/00	M	12	144.98
0000 015-001-110	SALARIES PAYABLE	09/28/00	M	12	190.31
0000 015-001-111	SALARIES PAYABLE	09/28/00	M	12	142.24
0000 015-001-112	SALARIES PAYABLE	09/28/00	M	12	144.42
0000 015-001-113	SALARIES PAYABLE	09/28/00	M	12	263.43

27,874.83

FIRST STATE BANK

0000 015-001-114	SALARIES PAYABLE	09/28/00	M	12	751.29
0000 015-001-115	SALARIES PAYABLE	09/28/00	M	12	294.73
0000 015-001-116	SALARIES PAYABLE	09/28/00	M	12	177.00
0000 015-001-117	SALARIES PAYABLE	09/28/00	M	12	174.01
0000 015-001-118	SALARIES PAYABLE	09/28/00	M	12	144.29
0000 015-001-119	SALARIES PAYABLE	09/28/00	M	12	201.14
0000 015-001-120	SALARIES PAYABLE	09/28/00	M	12	1.71.24
0000 015-001-121	SALARIES PAYABLE	09/28/00	M	12	7.24
0000 015-001-122	SALARIES PAYABLE	09/28/00	M	12	7.24
0000 015-001-123	SALARIES PAYABLE	09/28/00	M	12	2,918.54
0000 015-001-124	SALARIES PAYABLE	09/28/00	M	12	149.83
0000 015-001-125	SALARIES PAYABLE	09/28/00	M	12	148.40
0000 015-001-126	SALARIES PAYABLE	09/28/00	M	12	24.74
0000 015-001-127	SALARIES PAYABLE	09/28/00	M	12	84.74
0000 015-001-128	SALARIES PAYABLE	09/28/00	M	12	24.74
0000 015-001-129	SALARIES PAYABLE	09/28/00	M	12	6,421.85

16,447.43

FIRST STATE BANK

0000 015-001-130	SALARIES PAYABLE	09/28/00	M	12	594.43
0000 015-001-131	SALARIES PAYABLE	09/28/00	M	12	451.00
0000 015-001-132	SALARIES PAYABLE	09/28/00	M	12	471.41
0000 015-001-133	SALARIES PAYABLE	09/28/00	M	12	544.37
0000 015-001-134	SALARIES PAYABLE	09/28/00	M	12	183.21
0000 015-001-135	SALARIES PAYABLE	09/28/00	M	12	1,928.84
0000 015-001-136	SALARIES PAYABLE	09/28/00	M	12	1,847.71
0000 015-001-137	SALARIES PAYABLE	09/28/00	M	12	15.01
0000 015-001-138	SALARIES PAYABLE	09/28/00	M	12	1,542.29
0000 015-001-139	SALARIES PAYABLE	09/28/00	M	12	37.44
0000 015-001-140	SALARIES PAYABLE	09/28/00	M	12	26.44
0000 015-001-141	SALARIES PAYABLE	09/28/00	M	12	4,709.30
0000 015-001-142	SALARIES PAYABLE	09/28/00	M	12	1,909.30
0000 015-001-143	SALARIES PAYABLE	09/28/00	M	12	31.80
0000 015-001-144	SALARIES PAYABLE	09/28/00	M	12	21.80
0000 015-001-145	SALARIES PAYABLE	09/28/00	M	12	129.45

14,488.48

FIRST STATE BANK

0000 015-001-146	SALARIES PAYABLE	09/28/00	M	12	281.44
0000 015-001-147	SALARIES PAYABLE	09/28/00	M	12	254.85
0000 015-001-148	SALARIES PAYABLE	09/28/00	M	12	103.44
0000 015-001-149	SALARIES PAYABLE	09/28/00	M	12	274.07
0000 015-001-150	SALARIES PAYABLE	09/28/00	M	12	1,348.80
0000 015-001-151	SALARIES PAYABLE	09/28/00	M	12	442.02
0000 015-001-152	SALARIES PAYABLE	09/28/00	M	12	2.34
0000 015-001-153	SALARIES PAYABLE	09/28/00	M	12	4.88
0000 015-001-154	SALARIES PAYABLE	09/28/00	M	12	4.88
0000 015-001-155	SALARIES PAYABLE	09/28/00	M	12	12.15
0000 015-001-156	SALARIES PAYABLE	09/28/00	M	12	12.15

3,418.40

CHECK # 151618

BANK ACCT-MAIN 05/28/2000 \$6.00
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HAZEL WARD
 RR 1 BOX 238
 CORRIGAN, TX. 75939

CHECK # 151618

010-435-485 GENERAL FUND 6/12/0 6.00
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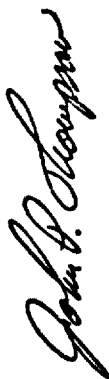
CHECK # 151211

BANK ACCT: MAIN
 09/28/2000
 530.00
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POLK COUNTY CSCD

CHECK # 151211

010-203-000 GENERAL FUND
 99-024 30.00
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CHECK # 151734

BANK ACCT: MAIN 09/28/2000 \$71.25
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*****71 25

SINGLETON AUTO PARTS

112 E. MILL
LIVINGSTON TE 77351

CHECK # 151734

010-228-000 GENERAL FUND INSK 71.25
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CHECK # 153370

BANK ACCT: MAIN 09/28/2000 \$96.29
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*****86 29

LIVINGSTON AUTOMOTIVE PARTS
111 EAST CALHOUN TX 77351
LIVINGSTON

CHECK # 153370



010-228-000 GENERAL FUND 86.29
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	7,245.50
028 FOLK COUNTY HISTORICAL COMM	524.76
085 TDCP GRANT#719027-RD MATERIALS	27,391.20
TOTAL OF ALL FUNDS	35,161.46

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

W. H. LAW 
 COUNTY AUDITOR
 JOHN P. THOMPSON 
 COUNTY JUDGE

CHECK # 153662

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 BANK ACCT: MAIN 09/29/2000 \$1,350.00
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 *****1.350 00

SEPTIC HYDRO TECH, INC.
 HC01 BOX 506C
 GOODRICH TX 77335

CHECK # 153662

032-595-490 ENVIRONMENTAL SERVICES 7/29/0 900.00
 032 595 490 ENVIRONMENTAL SERVICES 9/18/0 450.00
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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	157,990.69
015 ROAD & BRIDGE ADH	50,310.45
027 SECURITY FUND	451.33
032 ENVIRONMENTAL SERVICES	14,837.01
040 LAW LIBRARY FUND	83.35
048 DISTRICT ATTY SPECIAL FUND	631.77
049 DISTRICT ATTY HOT CHECK FUND	64.77
051 AGING DEPT	15,383.04
083 MUSEUM OPERATING FUND	137.88
093 CO CLERK RECORDS MGMT FUND	1,264.00
101 ADULT SUPERVISION	10,319.17
108 CCP - SURVEILLANCE	1,138.24
109 SPECIALIZED CASELOAD CCP	527.80
184 JUVENILE PROBATION	1,416.00
185 CCAP - JUVENILE PROBATION	3,301.19
TOTAL OF ALL FUNDS	257,836.09

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

W. H. Lav
W. H. LAV

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

DATE 09/30/2000 ELECTRONIC FEDERAL TAX PAYMENTS VCH011 PAGE 1

REF #	VEN #	VENDOR NAME	AMOUNT
ACH124		FIRST STATE BANK	\$793.60
		TOTAL AMOUNT	\$793.60

PRIME STATE BANK	8888 818-848-808 SALARIES PAYABLE	87/25/00 N N 12	448.83
	8888 818-848-808 SOCIAL SECURITY	87/25/00 N N 12	184.77
			793.60

John A. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	7,256.38
TOTAL OF ALL FUNDS	7,256.38

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


 W. H. LAW
 COUNTY AUDITOR

 JOHN P. THOMPSON
 COUNTY JUDGE

1008277

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	78,137.14
015 ROAD & BRIDGE ADM	13,679.38
027 SECURITY FUND	366.14
032 ENVIRONMENTAL SERVICES	10,073.82
061 DEBT SERVICE FUND	3,170.74
093 CO CLERK RECORDS MGMT FUND	875.00
101 ADULT SUPERVISION	9,723.40
108 CCP - SURVEILLANCE	1,121.46
109 SPECIALIZED CASELOAD CCP	343.44
184 JUVENILE PROBATION	798.67
185 CCAP - JUVENILE PROBATION	3,455.59
TOTAL OF ALL FUNDS	121,704.78

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

W. H. LAW

W. H. Law

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

DATE 10/04/2000

JOURNAL ENTRIES

GELO10 PAGE 1

ACCOUNT # ACCOUNT NAME

2000 012-101-300 CASH IN BANK - JP

2000 012-207-300 DUE TO JP #3

2000 091-700-092 TRANSFER TO AVAILA

2000 091-101-000 CASH IN BANK

DEBIT CREDIT

4,726.50 4,726.50

19.58 19.58

4,746.08 4,746.08

*** TOTALS

VENDOR REF# PERIOD DESCRIPTION

0JE3531 12 RECORD DEPOSITS SEPT 00

0JE3531 12 RECORD DEPOSITS SEPT 00

0JE3532 12 RECORD CK#134 TRANSFER INTEREST

0JE3532 12 RECORD CK#134 TRANSFER INTEREST

TIME

10:07 SC

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John H. Thompson

1008 LF

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	4,888.15
015 ROAD & BRIDGE ADM	2,240.11
032 ENVIRONMENTAL SERVICES	321.09
061 DEBT SERVICE FUND	6,355.35
101 ADULT SUPERVISION	130.76
TOTAL OF ALL FUNDS	13,935.46

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

W. H. Law

W. H. LAW

COUNTY AUDITOR

John P. Thompson

JOHN P. THOMPSON

COUNTY JUDGE

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SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	156,902.50
015 ROAD & BRIDGE ADH	28,166.55
032 ENVIRONMENTAL SERVICES	18,841.13
049 DISTRICT ATTY HOT CHECK FUND	853.49
051 AGING DEPT	29.75
088 JUDICIARY FUND	10.00
TOTAL OF ALL FUNDS	204,803.42

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

M. H. Law
 V H LAW
 COUNTY AUDITOR

John P. Thompson
 JOHN P. THOMPSON
 COUNTY JUDGE

Addendum Schedule of Bills for Court Dated 10/10/2000

FY 2001

Texas Association of Counties	\$202,779.00
Wireless Solutions	\$20.70

TOTAL	\$202,799.70
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John P. Thompson

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ADMINISTRATIVE PERSONNEL ACTION FORMS
APPROVED FY01 BUDGET CHANGES

DATE:

EMPLOYEE NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(1)	DEBRA LEWING	COMMISSIONERS COURT	#102 SECRETARY	REGULAR PART-TIME	9(1) 3-58 7.75	RECLASSIFY TO REGULAR FT 9/1 \$16,113.24 EFFECTIVE 09/27/000
(2)	SHARON JORDAN	COUNTY CLERK	#104 CHIEF DEPUTY CLERK	REGULAR FULL-TIME	154 \$22,756.69	ADMINISTRATIVE CHANGE TO 15/6 \$23,904.53 EFFECTIVE 09/27/000
(3)	DORIS CLIFT	COUNTY CLERK	#105 DEPUTY CLERK	REGULAR FULL-TIME	104 \$17,791.17	ADMINISTRATIVE CHANGE TO #503 PROBATE CLERK 11/3 \$18,694.26 EFFECTIVE 09/27/000
(4)	MARGARET CELESTINE	COUNTY CLERK	#105 DEPUTY CLERK	REGULAR FULL-TIME	102 \$16,943.97	ADMINISTRATIVE CHANGE TO 10/3 \$17,801.78 EFFECTIVE 09/27/000
(5)	KATHRYN MARTIN	COUNTY CLERK	#105 DEPUTY CLERK	REGULAR FULL-TIME	103 \$17,367.57	ADM. CHANGE TO #108 COURT CLERK 11/2 \$18,235.95 EFFECTIVE 09/27/000
(6)	MARJEANNE GIBSON	COUNTY CLERK	#105 DEPUTY CLERK	REGULAR FULL-TIME	104 \$17,791.17	ADM. CHANGE TO #107 BOOKKEEPER 11/3 \$18,694.26 EFFECTIVE 09/27/000
(7)	LINDA PROVANCE	COUNTY CLERK	#1045 COMPUTER RECORDS SPEC	REGULAR FULL-TIME	12/1 \$18,238.30	ADM. CHANGE 12/2 \$19,152.57 EFFECTIVE 09/27/000
(8)	BRENDA DAVISON	J.P. #4 ROAD & BRIDGE	#108 COURT CLERK	REGULAR FULL-TIME	11/5 \$19,156.10	ADM. CHANGE TO 11/3 \$18,694.26 EFFECTIVE 09/27/000
(9)	BRENDA DAVISON	PCT. #4 OFFICE MANAGER	#902 OFFICE MANAGER	REGULAR FULL-TIME	UNCLASSIFIED \$2,968.96	ADM. CHANGE SUPPLEMENT EFFECTIVE 09/27/000
(10)	DONNA DURR	DISTRICT ATTORNEY	#101 RECEPTIONIST	REGULAR FULL-TIME	8/1 \$14,967.17	ADM. CHANGE TO #102 SECRETARY 1 9/1 \$16,113.24 EFFECTIVE 09/27/000
(11)	WILLIAM LAW	COUNTY AUDITOR	#UNCLASSIFIED COUNTY AUDITOR	APPOINTED	UNCLASSIFIED \$34,440.00	DISTRICT JUDGES ORDER UNCLASSIFIED \$36,162.00 EFFECTIVE 09/27/000
(12)	WILLIAM LAW	COUNTY AUDITOR	TRAVEL ALLOWANCE	APPOINTED	\$3,228.75	DISTRICT JUDGES ORDER TRAVEL ALLOWANCE INCREASE \$3,390.19 EFFECTIVE 09/27/000
(13)	SHIRLEEN COWEN	COUNTY AUDITOR	#302 ASSISTANT COUNTY AUDITOR	REGULAR FULL-TIME	15/9 \$25,745.42	AS PER DISTRICT JUDGE ORDER UNCLASSIFIED \$27,032.69 EFFECTIVE 09/27/000
(14)	MOLLY LOCKE	SOCIAL SERVICES	#1271 SOCIAL SERVICES COORD.	REGULAR FULL-TIME	15/10 \$26,390.82	NEW STATUS APPROVED CONSULTANT LABOR POOL UNCLASS. \$13.00 EFFECTIVE 09/27/000
(15)	LEZLI MYERS	HEALTH WELFARE	#1261 AGING SERVICES DIRCETOR	REGULAR FULL-TIME	18/2 \$25,110.02	MOVE FROM HEALTH & WELFARE FUND TO AGING FUND 18/3 \$25,737.77 EFFECTIVE 09/27/000

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DATE: APPROVED FY01 BUDGET CHANGES

NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(16)	LINDA LANEICE	SOCIAL SERVICES	#1269	REGULAR	10(2)	MOVE TO AGING FUND
	BYRON	EXTENSION	AGING SERVICES WORKER 1	PART-TIME	\$8.15	EFFECTIVE 09/27/000
(17)	SYLVIA	OFFICE	#1221	STATE	UNCLASSIFIED	NEW STATUS \$0,000.00
	BIVINS	EXTENSION	COUNTY EXTENSION AGENT	STATE	\$8,000.00	EFFECTIVE 09/27/000
(18)	MARK	OFFICE	#1221	STATE	UNCLASSIFIED	NEW STATUS \$8,400.00
	CURRIE	EXTENSION	COUNTY EXTENSION AGENT	STATE	\$8,000.00	EFFECTIVE 09/27/000
(19)	ROBERT	EMERGENCY	#1045	TEMPORARY	12(7)	NEW STATUS TO REGULAR PART-TIME 12(7) \$10.41
	ZBRANEK	MANAGEMENT	COMPUTER RECORDS SPEC.	PART-TIME	\$10.16	EFFECTIVE 09/27/000
(20)	JUDY	PERSONNEL	#102	REGULAR	9(3)	NEW STATUS #103 SECRETARY 11 12/1 \$18,094.26
	ISAACS	DEPARTMENT	SECRETARY	FULL-TIME	\$18,520.37	EFFECTIVE 09/27/000
(21)	MARCIA	COUNTY	#203	REGULAR	18(7)	NEW STATUS 18(8) \$27,040.34
	COOK	JUDGE	ASSISTANT TO COUNTY JUDGE	FULL-TIME	\$25,745.42	EFFECTIVE -09/27/000
(22)	CARL	ROAD & BRIDGE	#108	REGULAR	14(8)	NEW STATUS TO #110 FOREMAN 11 18(1) \$25,110.61
	MEYER	PCT.#1	HEAVY EQUIPMENT OPERATOR	FULL-TIME	\$23,909.82	EFFECTIVE 09/27/000
(23)	SCOTT	JUDICIAL	#1063	DISTRICT	UNCLASSIFIED	DIST. JUDGE ORDER INCREASE \$28,275.88
	HUGHES		BAILIFF		\$25,625.00	EFFECTIVE 09/27/000
(24)	LARRY	WASTE	#103	LABOR	10(1)	NEW STATUS TO REGULAR PART-TIME \$8.14
	ROBERDS	MANAGEMENT	LANDFILL CLERK	POOL (+900)	\$7.94	EFFECTIVE 09/27/000
(25)	CALVIN	WASTE	#905	LABOR	12(1)	NEW STATUS REG.PT 12(1) \$8.99
	BISHOP	MANAGEMENT	TRUCK DRIVER	POOL (-900)	\$8.77	EFFECTIVE 09/27/000
(26)	PATRICIA	AGING	#1285	REGULAR	UNCLASSIFIED	NEW STATUS LABOR POOL (-900) UNCLASSIFIED \$ 7.13
	ANDERSON	SERVICES	COOK	PART-TIME	\$6.96	EFFECTIVE 09/27/000
(27)	CAROLYN	AGING	#1285	REGULAR	UNCLASSIFIED	NEW STATUS LABOR POOL (+900) UNCLASSIFIED \$7.13
	STRAIT	SERVICES	COOK	PART-TIME	\$6.96	EFFECTIVE 09/27/000
(28)	JILL	JUDICIAL	#1105	DISTRICT	UNCLASSIFIED	DISTRICT JUDGES ORDER TO INCREASE TO \$48,845.63
	DRISCOLL		COURT REPORTER		\$45,507.83	EFFECTIVE 09/27/000

(29) Scott Hughes Judicial 1063 Bailiff District 25,625.00 Unclass. Order - increase to 26,275.88 9/27/00

(31)

(32)

(33)

DATE: SEPTEMBER 21, 2000 THROUGH OCTOBER 10, 2000

EMPLOYEE NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(1)	TONY SMITH	WASTE MANAGEMENT	#905 TRUCK DRIVER	REGULAR FULL-TIME	12/1 \$18,238.30	RESIGNED EFFECTIVE 09/25/00
(2)	ROBERT BLAKLEY	ROAD & BRIDGE	#108 LIGHT EQUIPMENT OPERATOR	REGULAR FULL-TIME	13/1 \$19,635.00	NEW-HIRE EFFECTIVE 10/02/00
(3)	PATRICIA PURVIS	ROAD & BRIDGE	#103 SECRETARY 11	REGULAR FULL-TIME	12/1 \$18,694.26	NEW-HIRE EFFECTIVE 10/02/00
(4)	ALICE MARION FOSTER	AGING	#1265 COOK	LABOR UNCLASSIFIED	\$6.79	RESIGNED EFFECTIVE 09/21/00
(5)	NORMA GONZALEZ	AGING	#1289 AGING WORKER I	REGULAR Reg POOL PT	10/(1) \$7.94	RESIGNED 09/16/00
(6)	WILLIAM SALTER	SHERIFF	#1043 TELECOMMUNICATION OPER.	LABOR POOL	11/(1) \$9.35	DISMISSAL EFFECTIVE 09/19/00
(7)	FRED ALEC	WASTE MANAGEMENT	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/1 \$20,623.99	MERIT INCREASE 142 \$21,130.54 EFFECTIVE 09/27/00
(8)	JAMIE MILLER	WASTE MANAGEMENT	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/1 \$20,623.99	MERIT INCREASE 142 \$21,130.54 EFFECTIVE 09/27/00
(9)	DAVID FREEMAN	WASTE MANAGEMENT	#108 HEAVY EQUIPMENT OPERATOR	REGULAR FULL-TIME	14/1 \$20,623.99	MERIT INCREASE 142 \$21,130.54 EFFECTIVE 09/27/00
(10)	TERRY WHITE	WASTE MANAGEMENT JAIL MANAGEMENT MANAGEMENT	#1055 CORRECTIONS OFFICER	REGULAR FULL-TIME	12/1 \$18,694.26	MERIT INCREASE 122 \$18,152.57 EFFECTIVE 09/27/00
(11)	KATHY CLIFTON	DISTRICT CLERK	#104 CHIEF DEPUTY	REGULAR FULL-TIME	15/8 \$25,737.77	MERIT INCREASE 15/8 \$26,389.06 EFFECTIVE 09/27/00
(12)	PAMELA MITTAG	DISTRICT CLERK	#106 COURT CLERK	REGULAR FULL-TIME	11/4 \$19,152.57	MERIT INCREASE 11/5 \$19,635.00 EFFECTIVE 09/27/00
(13)	NELDA ALLEN	DISTRICT CLERK	#902 OFFICE MANAGER	REGULAR FULL-TIME	14/3 \$21,661.22	MERIT INCREASE 144 \$22,191.89 EFFECTIVE 09/27/00
(14)	EVA TAYLOR	DISTRICT CLERK	#105 DEPUTY CLERK	REGULAR FULL-TIME	10/2 \$17,267.57	MERIT INCREASE 10/3 \$17,801.76 EFFECTIVE 09/27/00
(15)	GANNY SANDERS	DISTRICT CLERK	#105 DEPUTY CLERK	REGULAR FULL-TIME	10/1 \$16,933.38	MERIT INCREASE 10/2 \$17,367.57 EFFECTIVE 09/27/00

DATE: SEPTEMBER 21, 2000 THROUGH OCTOBER 10, 2000

NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(16)	JYME	DISTRICT	#106	REGULAR	101	MERIT INCREASE 102 \$17,387.57 EFFECTIVE 09/27/00
	INGRAM	CLERK	DEPUTY CLERK	FULL-TIME	\$16,933.38	
(17)	FRANCES	DISTRICT	#107	REGULAR	100 11/6	MERIT INCREASE 100 \$20,623.99 EFFECTIVE 09/27/00
	PARKER	CLERK	BOOKKEEPER	FULL-TIME	\$20,117.43	
(18)	DAVID	WASTE	#605	REGULAR	12/1	RE-HIRE
	REEVES JR.	MANAGEMENT	TRUCK DRIVER	FULL-TIME	\$18,694.26	
(19)	JAMES	ROAD & BRIDGE	#108	REGULAR	13/7	RECLASSIFIED #108 HEAVY EQUIP. OPER. 14/6 \$23,325.61
	PHILLIPS	PCT.#2	LIGHT EQUIPMENT OPERATOR	FULL-TIME	\$22,748.69	
(20)	FRANK LARRY	ROAD & BRIDGE	#108	REGULAR	14/4	MERIT INCREASE 14/6 \$23,325.61 EFFECTIVE 09/27/00
	HENSLEY	PCT.#2	HEAVY EQUIPMENT OPERATOR	FULL-TIME	\$22,191.69	
(21)	EDDIE	ROSD & BRIDGE	#108	REGULAR	14/8	MERIT INCREASE 14/10 \$25,737.77 EFFECTIVE 09/27/00
	HOFFPAUIR	PCT.# 2	HEAVY EQUIPMENT OPERATOR	FULL-TIME	2/4 \$25,507.57	
(22)	JOHN	ROAD & BRIDGE	#109	REGULAR	13/3	MERIT INCREASE 13/4 \$21,130.54 EFFECTIVE 09/27/00
	DAVIS	PCT.#2	LIGHT EQUIPMENT OPERATOR	FULL-TIME	\$20,623.99	
(23)	WILEY	ROAD & BRIDGE	#109	REGULAR	13/2	MERIT INCREASE 13/3 \$20,623.99 EFFECTIVE 09/27/00
	MEADOWS	PCT.#2	LIGHT EQUIPMENT OPERATOR	FULL-TIME	\$20,117.43	
(24)	NORMAN	ROAD & BRIDGE	#109	REGULAR	13/1(2)	MERIT INCREASE 13/1(3) \$9.82 EFFECTIVE 09/27/00
	SMITH	PCT.#2	LIGHT EQUIPMENT OPERATOR	PART-TIME	\$9.67	
(25)	DAVID CHARLES	DISTRICT	#1123	REGULAR	21/1	MERIT INCREASE 21/2 \$29,838.46 EFFECTIVE 09/27/00
	WELLS	ATTORNEY	CRIMINAL INVESTIGATOR	FULL-TIME	\$29,114.79	
(26)	QUENTIN	DISTRICT	#1124	REGULAR	17/5	MERIT INCREASE 17/6 \$27,040.34 EFFECTIVE 09/27/00
	PURVIS	ATTORNEY	INVESTIGATOR HOT CHECK	FULL-TIME	\$26,389.06	
(27)	CHERYL GEWIN	DISTRICT	#1126	REGULAR	12/6	MERIT INCREASE 12/9 \$22,748.69 EFFECTIVE 09/27/00
	POLITE	ATTORNEY	LEGAL SECRETARY I	FULL-TIME	\$22,191.69	
(28)	MARK	DISTRICT	#1122	REGULAR	27/1	MERIT INCREASE 27/2 \$46,186.82 EFFECTIVE 09/27/00
	BRUNNER	ATTORNEY	ASST. CRIMINAL DST. ATTY.	FULL-TIME	\$39,197.64	
(29)	PAMELA	DISTRICT	#1122	REGULAR	27/6	MERIT INCREASE 27/7 \$45,483.38 EFFECTIVE 09/27/00
	WALKER	ATTORNEY	ASST. CRIMINAL DST. ATTY.	FULL-TIME	\$ 44,383.79	
(30)	BARBARA	DISTRICT	#104	REGULAR	15/7	MERIT INCREASE 15/8 \$25,737.77 EFFECTIVE 09/27/00
	PURVIS	ATTORNEY	CHIEF DEPUTY CLERK	FULL-TIME	\$25,110.61	

DATE: SEPTEMBER 21, 2000 THROUGH OCTOBER 10, 2000

NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(31)	WILLIAM LEE	DISTRICT	#1122	REGULAR	27/4	MERIT INCREASE 27/5 \$43,298.31 EFFECTIVE 09/27/000
	HON	ATTORNEY	ASST. CRIMINAL DST. ATTY	FULL-TIME	\$42,236.96	
(32)	MARY ANN	DISTRICT	#1126	REGULAR	12/2	MERIT INCREASE 12/3 \$19,635.00 EFFECTIVE 09/27/000
	MYROW	ATTORNEY	LEGAL SECRETRY I	FULL-TIME	\$ 19,152.57	
(33)	DAVNE	TREASURER	#603	REGULAR	15/9	MERIT INCREASE 15/10 \$27,040.34 EFFECTIVE 09/27/000
	BASS		CHIEF DEPUTY TREASURER	FULL-TIME	\$26,369.06	
(34)	SIDNEY	MAINTENANCE	#603	REGULAR	7/1	MERIT INCREASE 7/2 \$14,655.41 EFFECTIVE 09/27/000
	MCGOWEN	CUSTODIAL	CUST./MAINT. WORKER	FULL-TIME	\$14,593.58	
(35)	FRANKLIN	MAINTENANCE	#603	REGULAR	7/3	MERIT INCREASE 7/4 \$15,727.30 EFFECTIVE 09/27/000
	KING	CUSTODIAL	CUST./MAINT. WORKER	FULL-TIME	\$15,341.35	
(36)	RALPH	ROAD & BRIDGE	#109	REGULAR	13/3	MERIT INCREASE 13/4 \$21,130.54 EFFECTIVE 09/27/000
	WESTCOTT	PCT.#4	LIGHT EQUIPMENT OPERATOR	FULL-TIME	\$20,623.99	
(37)	OWNEY RAY	ROAD & BRIDGE	#106	REGULAR	14/3	MERIT INCREASE 14/4 \$22,181.89 EFFECTIVE 09/27/000
	WIGGINS	PCT.#4	HEAVY EQUIPMENT OPERATOR	FULL-TIME	\$21,130.54	
(38)	JUDY	PERSONNEL	#103	REGULAR	12/1	MERIT INCREASE 12/2 \$18,152.57 EFFECTIVE 09/27/000
	ISAACS		SECRETARY II	FULL-TIME	\$18,694.28	
(39)	LORI D.	DPS	#602	REGULAR	14/1	MERIT INCREASE 14/2 21,130.54 EFFECTIVE 09/27/000
	LOWRIE	DEPARTMENT	OFFICE MANAGER	FULL-TIME	\$20,623.99	
(40)	KERRI	AGING	#1269	REGULAR	10X(1)	NEW-HIRE EFFECTIVE 10/02/000
	WILLIAMS		AGING SERVICE WORKER I	PART-TIME	\$8.14	
(41)	DARRELL	SHERIFF JAIL	#1038	LABOR	18(1)	RESERVE DEPUTY ON CALL FOR JUVENILE TRANSPORTS EFFECTIVE 10/1/000
	NEWMAN		DEPUTY SHERIFF/TRANSPORT	POOL	\$10.94	
(42)	REBECCA	EMERGENCY	#102	REGULAR	9/1	MERIT INCREASE 9/2 \$16,523.31 EFFECTIVE 09/27/000
	MARLOW	MANAGEMENT	SECRETARY	FULL-TIME	\$16,113.24	
(43)	LISA	EMERGENCY	#1232	REGULAR	15/1	MERIT INCREASE 15/2 \$22,181.89 EFFECTIVE 09/27/000
	ELLIS	MANAGEMENT	PERMIT/INSPECTION SUPER.	FULL-TIME	\$21,661.22	
(44)	ANNA	EMERGENCY	#602	REGULAR	14/2	MERIT INCREASE 14/3 \$21,186.22 EFFECTIVE 09/27/000
	QUINONES	MANAGEMENT	OFFICE MANAGER	FULL-TIME	\$21,130.54	
(45)	MISTY	AUDITOR	#106	REGULAR	10/3	MERIT INCREASE 10/4 \$18,235.95 EFFECTIVE 09/27/000
	WIDEMAN		DEPUTY CLERK	FULL-TIME	\$17,801.76	

DATE: SEPTEMBER 21, 2000 THROUGH OCTOBER 10, 2000

NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(46)	DARLA RHODES	AUDITOR	#107 BOOKKEEPER	REGULAR	11/5 \$19,635.00	MERIT INCREASE 11/6 \$20,117.43 EFFECTIVE 09/27/000
(47)	LOLA SLAWOOD	AUDITOR	#303 INTERNAL AUDITOR	REGULAR	15/1 \$21,061.22	MERIT INCREASE 15/2 \$22,191.00 EFFECTIVE 09/27/000
(48)	QUENTIN PURVIS	DISTRICT ATTORNEY	ADVANCED ADVANCED CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(49)	D. C. WELLS	DISTRICT ATTORNEY	ADVANCED ADVANCED CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(50)	RICHARD BAILEY	WORK-RELEASE SUPERVISOR	INTERMEDIATE CERTIFICATE	TELCLOSE	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(51)	JAMES ANTLEY	WORK-RELEASE SUPERVISOR	ADVANCED CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(52)	BILLY R. NELSON	SHERIFF	MASTER CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(53)	JAMES M. NETTLES	SHERIFF	ADVANCED CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(54)	ROBERT G. MCMANUS	SHERIFF	ADVANCED CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(55)	THOMAS SHEFFIELD	SHERIFF	INTERMEDIATE CERTIFICATE	TELCLOSE	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(56)	CLEBURNE SWILLEY	SHERIFF	MASTER CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/28/000
(57)	RANDAL BRIDGES	SHERIFF	INTERMEDIATE CERTIFICATE	TELCLOSE	ANNUALLY \$600.00	EFFECTIVE 09/28/000
(58)	JOHN SANDERS	SHERIFF	INTERMEDIATE CERTIFICATE	TELCLOSE	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(59)	BRANDEN LOVELL	SHERIFF	ADVANCED CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(60)	MARY JANE CAIN	SHERIFF	ADVANCED CERTIFICATE	TELCLOSE	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000

DATE: SEPTEMBER 21, 2000 THROUGH OCTOBER 10, 2000

EMPLOYEE NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(61)	ERIC W. JONES	SHERIFF	INTERMEDIATE CERTIFICATE	TELCOSE PAY	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(62)	DARRYL HARTLESS	SHERIFF	INTERMEDIATE CERTIFICATE	TELCOSE PAY	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(63)	DOUGLAS W. PHILLIPS	SHERIFF	INTERMEDIATE CERTIFICATE	TELCOSE PAY	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(64)	REGINALD DAVIS	SHERIFF	ADVANCED CERTIFICATE	TELCOSE PAY	ANNUALLY \$1,200.00	EFFECTIVE 09/27/000
(65)	DENNY F. GALLAWAY	SHERIFF	INTERMEDIATE CERTIFICATE	TELCOSE PAY	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(66)	DENNIS M. ALLEN	SHERIFF	MASTER CERTIFICATE	TELCOSE PAY	ANNUALLY \$1,800.00	EFFECTIVE 09/27/000
(67)	DARRELL G. GIBSON	TRANSPORT OFFICER	MASTER CERTIFICATE	TELCOSE PAY	ANNUALLY \$1,800.00	EFFECTIVE 09/27/000
(68)	JIMMIE FARROW	TRANSPORT OFFICER	MASTER CERTIFICATE	TELCOSE PAY	ANNUALLY \$1,800.00	EFFECTIVE 09/27/000
(69)	BERN J. SAINTES	SHERIFF	INTERMEDIATE CERTIFICATE	TELCOSE PAY	ANNUALLY \$600.00	EFFECTIVE 09/27/000
(70)	SYBLE MCCOLAIN	AGING LIVINGSTON	#1289 AGING SERVICE WORKER I	REGULAR PART-TIME	10(3) \$6.56	RECLASSIFY RET. F/T 10/3 \$17,801.76
(71)	LISA THOMPSON	AGING SOC. SERVICES	#1289 AGING SERVICES WORKER I	REGULAR PART-TIME	10(1) \$8.14	RECLASSIFY TO REG.FIT SOC. SER. CORRIGAN 102 SECT. 9/3 \$16,933.38
(72)	LESLIE K. HERNANDEZ	SOCIAL SERVICES LIVINGSTON	#102 SECRETARY	REGULAR FULL-TIME	9/3 \$16,933.38	EFFECTIVE 09/27/000
(73)	LANORA PARRHAM	AGING LIVINGSTON	#1289 AGING SERVICE WORKER I	REGULAR PART-TIME	10(1) \$8.14	RECLASSIFY INDIGENT HEALTH #102 SECT. 9/3 \$16,933.38
(74)	SHANA DICKENS	EMERGENCY MANAGEMENT	#102 SECRETARY	TEMPORARY PART-TIME	9(1) \$7.75	EFFECTIVE 09/27/000
(75)	DON MAXWELL	MAINTENANCE ENGINEERING	#800 MAINTENANCE ENGINEER	REGULAR FULL-TIME	2/22 \$31,356.11	MERT INCREASE 2/23 \$32,154.12

DATE: SEPTEMBER 21, 2000 THROUGH OCTOBER 10, 2000

EMPLOYEE NO.	EMPLOYEE NAME	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(76)	ELGIN	MAINTENANCE	#801	REGULAR	1270	MERIT INCREASE TO 1284 \$20,117.43
	DAVIS	CUSTODIAL	CUSTODIAL DIRECTOR	FULL-TIME	\$19,836.00	EFFECTIVE 09/27/00
(77)	GLENN	VETERANS	#1241	REGULAR	127	MERIT INCREASE 1203 \$19,836.00
	CLARK	SERVICE OFFICE	VETERANS SERVICE OFFICER	FULL-TIME	\$19,152.57	EFFECTIVE 09/27/00
(78)	MARCA	COUNTY	#203	REGULAR	188	MERIT INCREASE 1809 \$27,716.74
	COOK	JUDGE	ASST. TO COUNTY JUDGE	FULL-TIME	\$27,040.34	EFFECTIVE 09/27/00
(79)	GEORGE	SECURITY	#1081	REGULAR	127	MERIT INCREASE 1203 \$19,835.00
	INGLER	HEALTH &	BALUFF/COURTHOUSE SECUR	FULL-TIME	\$19,152.57	EFFECTIVE 09/27/00
(80)	KATHY	WELFARE	#1251	REGULAR	189	MERIT INCREASE 1804 \$27,040.34
	CRAWFORD	AGING	INDIGENT HEALTH CARE DIR.	FULL-TIME	\$28,308.06	EFFECTIVE 09/27/00
(81)	LEZLI	LIVINGSTON	#1281	REGULAR	182	MERIT INCREASE 1803 \$28,308.06
	MEYERS	PERSONNEL	AGING SERVICES DIRECTOR	FULL-TIME	\$25,737.77	EFFECTIVE 09/27/00
(82)	BETTY	WASTE	#206	REGULAR	185	MERIT INCREASE 1806 \$24,807.57
	RUMBELL	MANAGEMENT	PERSONNEL OFFICER	FULL-TIME	\$23,904.53	EFFECTIVE 09/27/00
(83)	JAMES	LIBRARY &	#801	REGULAR	232	MERIT INCREASE 228 \$32,184.12
	RICHARDSON	MUSEUM	WASTE MANAGEMENT DIR.	FULL-TIME	\$31,388.11	EFFECTIVE 09/27/00
(84)	WANDA	DATA	#1282	REGULAR	83	MERIT INCREASE 84 \$17,287.57
	BOBINGER	PROCESSING	MUSEUM CURATOR	FULL-TIME	\$16,000.08	EFFECTIVE 09/27/00
(85)	STEVE	FINFRANCY	#701	REGULAR	245	MERIT INCREASE 246 \$ 38,282.77
	HULLINER	MANAGEMENT	DATA PROCESSING MANG.	FULL-TIME	\$37,282.83	EFFECTIVE 09/27/00
(86)	THOM	SOCIAL	#1231	REGULAR	2071	MERIT INCREASE TO 2072 \$28,418.37
	MCDOWELL	SERVICES	EMERGENCY MGT. COOR.	FULL-TIME	\$27,715.74	EFFECTIVE 09/27/00
(87)	MARY	Dist.	#1254	REGULAR	132	TRANSFER TO LP #102 SECT. (1) \$7.75 PERSONNEL OFFICE
	THOMPSON	CLK.	IND. HEALTH CARE DETERMINER	FULL-TIME	\$19,828.76	EFFECTIVE 10/01/00
(88)	Wynell	Dist.	1131- Dist. Clerk	Elected	34,413.35	Retirement, effec. 9/30/00
	Lowse	Dist. Clerk	104- Chief Dep. R/FT		24,389.04	Appt. Dist. Clerk @ 34,155.53 effec. 10/1/00
(89)	Kathy Clifton	Tax office	105- Deputy Clerk R/FT		10/1 16,933.38	New Hire - eff. 9/27/00
(90)	Cynthia Jolly					

Additional

DATE: SEPTEMBER 21, 2000 THROUGH OCTOBER 10, 2000

EMPLOYEE NO.	EMPLOYEE	DEPT.	JOB	TYPE OF	GROUP STEP & WAGE	ACTION TAKEN
(76)	ELGIN	MAINTENANCE	#801	REGULAR	12/3	MERIT INCREASE TO 12/4 \$20,117.43
(77)	DAVIS	CUSTODIAL	CUSTODIAL DIRECTOR	FULL-TIME	\$19,635.00	EFFECTIVE 09/27/00
(77)	GLENN	VETERANS	#1241	REGULAR	12/2	MERIT INCREASE 12/3 \$19,635.00
(78)	CLARK	SERVICE OFFICE	VETERANS SERVICE OFFICER	FULL-TIME	\$19,152.57	EFFECTIVE 09/27/00
(78)	MARCIA	COUNTY	#203	REGULAR	16/8	MERIT INCREASE 16/9 \$27,715.74
(79)	COOK	JUDGE	ASST. TO COUNTY JUDGE	FULL-TIME	\$27,040.34	EFFECTIVE 09/27/00
(79)	GEORGE	SECURITY	#1061	REGULAR	12/2	MERIT INCREASE 12/3 \$19,635.00
(80)	BIGLER	HEALTH &	BALUFF/COURTHOUSE SECUR.	FULL-TIME	\$19,152.57	EFFECTIVE 09/27/00
(80)	KATHY	WELFARE	#1251	REGULAR	18/3	MERIT INCREASE 18/4 \$27,040.34
(81)	CRAWFORD	AGING	INDIGENT HEALTH CARE DIR.	FULL-TIME	\$26,298.06	EFFECTIVE 09/27/00
(81)	LEZLI	LIVINGSTON	#1281	REGULAR	18/2	MERIT INCREASE 18/3 \$28,389.06
(82)	MEYERS	PERSONNEL	AGING SERVICES DIRECTOR	FULL-TIME	\$25,737.77	EFFECTIVE 09/27/00
(83)	BETTY	WASTE	#205	REGULAR	15/5	MERIT INCREASE 15/6 \$24,507.57
(83)	RUNDLE	MANAGEMENT	PERSONNEL OFFICER	FULL-TIME	\$23,904.53	EFFECTIVE 09/27/00
(84)	JAMES	LIBRARY &	#801	REGULAR	22/2	MERIT INCREASE 22/3 \$32,164.12
(84)	RICHARDSON	MANAGEMENT	WASTE MANAGEMENT DIR.	FULL-TIME	\$31,358.11	EFFECTIVE 09/27/00
(84)	WANDA	MUSEUM	#1282	REGULAR	9/3	MERIT INCREASE 9/4 \$17,287.57
(85)	BOBINGER	MUSEUM	MUSEUM CURATOR	FULL-TIME	\$16,933.38	EFFECTIVE 09/27/00
(86)	STEVE	DATA	#701	REGULAR	24/5	MERIT INCREASE 24/6 \$38,232.77
(86)	HULLIHEN	PROCESSING	DATA PROCESSING MANG.	FULL-TIME	\$37,292.03	EFFECTIVE 09/27/00
(86)	JOHN	EMERGENCY	#1231	REGULAR	20/1	MERIT INCREASE TO 20/2 \$28,415.27
(87)	MCDOWELL	MANAGEMENT	EMERGENCY MGT. COOR.	FULL-TIME	\$27,715.74	EFFECTIVE 09/27/00
(87)	MARY	SOCIAL	#1254	REGULAR	13/2	TRANSFER TO LP #102 SECT. (1) \$7.75 PERSONNEL OFFICE
(87)	THOMPSON	SERVICES	IND HEALTH CARE DETERMINER	FULL-TIME	\$19,626.76	EFFECTIVE 10/01/00
(88)	Wynell	Dist.	1131- Dist.	Elected	34,413.35	Retirement, effec. 9/30/00
(89)	Lowe	clerk.	clerk			
(89)	Kathy	Dist.	104- Chief Dep.	R FT	24,389.04	Appt. Dist. Clerk @ 34,155.53 effec. 10/1/00
(90)	Clifton	clerk				

Item #17

BARBARA MIDDLETON ~ POLK COUNTY CLERK
• P. O. DRAWER 2119 • LIVINGSTON, TEXAS 77351 •
Telephone (936) 327-6804 • Fax: (936) 327-6874

To: HONORABLE COUNTY JUDGE
JOHN P. THOMPSON
&
COMMISSIONERS COURT

Date: OCTOBER 10, 2000

EARLY VOTING SCHEDULE
for
GENERAL ELECTION NOVEMBER 7, 2000

EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED
BEGINNING OCTOBER 23rd THROUGH NOVEMBER 3rd, 2000.

**Per petition received on 8/22/2000 for early voting extended hours
(See attached list)

LOCATION: LIVINGSTON ~ MAIN COURTHOUSE LOBBY
(FIRST WEEK)

MONDAY - FRIDAY 10/23/2000 - 10/27/2000 8:00 AM - 5:00 PM

** SATURDAY 10/28/2000 7:00 AM - 7:00 PM

** SUNDAY 10/29/2000 12:30 PM - 5:30 PM

(SECOND WEEK)

** MONDAY - FRIDAY 10/30/2000 - 11/3/2000 7:00 AM - 7:00 PM

LOCATION: ONALASKA SUB-COURTHOUSE
&

CORRIGAN SUB-COURTHOUSE

October 23, 2000 through November 1, 2000

MONDAY - FRIDAY 10/23/2000 TO 11/3/2000 8:00 AM - 5:00 PM

(ONE) SATURDAY 10/28/200 8:00 AM - 12:00 PM

APPROVE - DISTANCE MARKERS: (ORDER)

County Clerk is requesting that Outside Distance Markers be approved at 30 ft. for all Early Voting locations.

SELECTION OF EARLY VOTING CLERKS:

Livingston (Main Courthouse) 6 - Election clerks
Onalaska (Sub-Courthouse) 4 - Election clerks
Corrigan (Sub-Courthouse) 4 - Election clerks
Ballots by Mail - Livingston (5 clerks)

Respectfully submitted,


Barbara Middleton

PETITION TO EXTEND HOURS FOR EARLY VOTING
AT THE POLLING PLACE

VOL.

46 PAGE 1345

The undersigned registered voters of Polk County, in accordance with Sec. 85.005 (c), Texas Election Code, hereby request that the early voting polls be opened for at least 12 hours on each weekday of the last week of the early voting period (October 30 - Nov. 3, 2000)

OK

NAME (Print & Sign)	ADDRESS	VOTER REGISTRATION #
✓ 1. JANETTE WADE <i>Janette Wade</i>	147 CEDAR POINT	239507
✓ 2. Edgar E. Ball	5691 Lake Livingston Est. - Livingston, TX 77351	226465
✓ 3. Sue E. Ball	" "	226464
✓ 4. Dennis Teal <i>Dennis Teal</i>	1/2 mile off old Livingston, TX 77351 4500 Rd	217356
✓ 5. <i>Daniel Ellis</i> DANIEL ELLIS	911 Liberty Livingston	205077
✓ 6. Richard A. Young <i>Richard A. Young</i>	RR8 BOX 375 Livingston	221837
✓ 7. M. G. Berryhill	8615 FM 2457 Livingston	202575
✓ 8. DOLORES GUINN <i>Dolores Guinn</i>	RR10, BOX 7000 LIVINGSTON	226486
✓ 9. CEDIL A. GUINN	RR10, BOX 7000 LIVINGSTON	224256
✓ 10. Daniel F. Paek <i>Daniel F. Paek</i>	617 W. NORTH LIVINGSTON TX 77351	327-5205 ²¹¹¹
✓ 11. Claude Balduce	5750 Lake Line St (209685)	967-4828
✓ 12. Florence Roberts	RT 2, Box 1395 (83522)	566-4710 969-2232
✓ 13. SHARON TEAL <i>Sharon Teal</i>	1/2 mile off 4015 BEAK RD LIVINGSTON TX 77351	217342
✓ 14. <i>Walter Teal</i>	312 E. Church 312 E. Church Livingston TX	236099
✓ 15. <i>Tiffany Jones</i> Tiffany Jones	312 E. Church Livingston, TX 77351	221850
X 16. <i>Jim Rhodes</i> Jim Rhodes	P.O. Box 206 Onalaska TX 77360	
✓ 17. Khara Oliver <i>Khara Oliver</i>	294 Willow Dr. Livingston TX 77351	239126
✓ 18. Mildred Marsh	RT 3 Box 801 Livingston TX 77351	225498
✓ 19. <i>Jerry D. Mauls</i> Jerry D. Mauls	RT 3 Box 801 Liv. TX. 77351	202114

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PETITION TO OPEN EARLY VOTING LOCATIONS DURING WEEKEND HOURS

The undersigned registered voters of Polk County, in accordance with Sec. 85.006 (e), Texas Election Code, hereby request that the early voting polls be opened for at least 12 hours on Saturday, October 28, 2000 and at least five hours on Sunday October 29, 2000.

OK

- | NAME (Print & Sign) | ADDRESS | VOTER REGISTRATION # |
|---|---|----------------------|
| 1. JANETTE WADE
<i>Janette Wade</i> | 147 CEDAR POINT | 239507 |
| 2. Edgar & Ball | 5091 Lake Livingston East -
Livingston, TX 77351 | 226465 |
| 3. Julie E. Ball | " " | 226464 |
| 4. Dennis Teal | 1/8 mile off old Livingston
Rt. 100 (Isreal Rd.) TX | 217356 |
| 5. Daniel Ellis | 811 Liberty Livingston TX | 205077 |
| 6. Richard A. Young | 409 Box 37X Livingston TX | 221837 |
| 7. M.R. Berryhill | 8615 FM 2457 LIVINGSTON | 202575 |
| 8. DOLores GUINN
<i>Dolores Keelnn</i> | RR 10, BOX 7060 Livingston | 226486 |
| 9. CECIL A. GUINN
<i>Cecil A. Guinn</i> | RR 10, BOX 7060 Livingston | 224256 |
| 10. DANIEL C. EPPER
<i>Daniel C. Epper</i> | 617W. North Livingston, TX | 327-5205 211108 |
| 12. Claude B. Adair | 5750 Lake Liveston Ln. (269685) | 936-967-482 |
| 12. Florence Roberts | RT 2 Box 1375 (193822) | 566-4710
767-2232 |
| 13. Walter T. Teal | 312 E. Church St Livingston
TX | 236099 |
| 14. Brandon R. Lee | 312 E. CHURCH ST. LIVINGSTON TX | #222446 |
| 15. SHARON TEAL
<i>Sharon Teal</i> | 1/8 mile off
cedar rd Livingston | 217342 |
| 16. Tiffany D. Jones
<i>Tiffany Jones</i> | 312 E. Church St
Livingston, TX 77351 | 221850 |
| 17. Kim R. Kochs | P.O. Box 206 Crockett
TX 77360 | |
| 18. Khara Oliver
<i>Khara Oliver</i> | 232 Circle Dr
RT 7 Box 620
Livingston TX
77351 | 239126 |
| 19. MILDAREN MARSH | RT 3 Box 401
Livingston TX 77351 | 225498 |
| 20. Jerry D. Maulk | RT 3 Box 84
Liv. TX. 77351 | 202114 |

Item #18

Polk County Republican Party

401 North Washington

Livingston, Tx. 77351

409-327-VOTE / FAX 409-327-4477

October 11, 2000

Judge John Thompson
Polk Co. Courthouse
Livingston, TX 77351

Dear Judge Thompson:

Please be advised that John Bingham, appointed by you to be Election Judge in Voter Precinct #20, will not serve in the General Election, due to inability to return to Texas by November 7, 2000.

Therefore, pursuant to Texas Election Code, Chapter 32, Subchapter A, Sec. 32.001(e) and (f), I submit Gene H. Lacey, 177 Rainbow Dr., PMB 7754, Livingston, TX. 77399 as Precinct Judge, Box 20, to replace Judge Bingham.

Thank you for your attention to this matter.

Sincerely yours,



Benny Egleman, Chairman
Polk Co. Republican Party

cc: Polk County Clerk
cc: File Copy
enc.

